



## REGULAR CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street  
Tuesday, January 03, 2023 at 5:30 PM

### AGENDA

#### CALL TO ORDER

#### PLEDGES OF ALLEGIANCE

#### INVOCATION

#### CITIZENS GENERAL DISCUSSION

#### REGULAR AGENDA

1. Consider Approval of Mayor's Appointments to the TIRZ Board of Directors
- [2.](#) Consider Approval of the MOU between the City and the City of Granbury for the Granbury Regional Radio Network Access
- [3.](#) Consider Approval of the Agreement with Innova Zones for SPD Inventory Management Systems
- [4.](#) Consider Approval of an MOU with Tarleton State University for Stormwater Drainage Improvements Related to a TSU Convocation Center Project
- [5.](#) Consider Expenditure of a Grant Award from Firehouse Subs

#### PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

#### [6.](#) PUBLIC HEARING

##### Case No.: RZ2022-021

Applicant Ophelia Mosbey, representing Moways Communications, LLC, is requesting a rezone of property located at 0 College Farm Rd, Parcel R77880, being 0.809 acres of CITY ADDITION; BLOCK 91; LOT 1(Pt OF) of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial (I) to Multifamily Residential District (R-3)

- [7.](#) Consider Approval of Ordinance Rezoning Property Located at 0 College Farm Rd, Parcel R77880, being 0.809 acres of CITY ADDITION; BLOCK 91; LOT 1(Pt OF) of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial (I) to Multifamily Residential District (R-3)

#### [8.](#) PUBLIC HEARING

##### Case Nos.: RZ2022-026 and PP2022-002

Applicant Casey Raitz, representing RF Land Holdings, LLC, is requesting a rezone with simultaneous approval of the Preliminary Plat for property located at 0 E Collins Street, Parcel R29629, being 5.29 acres of CITY ADDITION, BLOCK 65, LOT 1 (Pt. OF) of the City of Stephenville, Erath County, Texas from Neighborhood Business District (B-1) to Single Family Residential District (R-1)

- [9.](#) Consider Approval of Ordinance Rezoning Property Located at 0 E Collins Street, Parcel R29629, being 5.29 acres of CITY ADDITION, BLOCK 65, LOT 1 (Pt. OF) of the City of Stephenville, Erath County, Texas from Neighborhood Business District (B-1) to Single Family Residential District (R-1)
- [10.](#) Consider Initiation of the Abandonment of a 20-foot Alleyway Located in Block 8 of the Cage Addition of the City of Stephenville Authorized by Section 95.51 of the Code of Ordinances
- [11.](#) Consider Approval of Revision to Chapter 154.05.8.D(C)(12) of the Zoning Ordinance relating to the Deviation from Required Standards

#### **TOURISM AND VISITORS BUREAU COMMITTEE**

LeAnn Durfey, Chair

12. Consider Approval of Sponsorship for Buckles and Bugs 2023 Event

#### **FINANCIAL REPORTS**

Monica Harris, Director of Finance

- [13.](#) Monthly Budget Report for the Period Ending November 30, 2022

#### **STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT**

Jeff Sandford, Executive Director

#### **CONSENT AGENDA**

- [14.](#) Consider Approval of Minutes - December 6, 2022 - Regular Meeting
- [15.](#) Consider Approval a Change Order to the System Purchase Agreement Between the City and L3 Harris
- [16.](#) Consider Approval of the Contract Renewal for Del Carmen Consulting, LLC.

#### **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

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

#### **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.***

# Granbury, Texas



## Memorandum of Understanding Law Enforcement/Fire Department With the City of Granbury

This agreement is made and entered into and executed by the City of Granbury (“CITY”) and \_\_\_\_\_ (“USER”).

### WITNESSETH

**WHEREAS**, the CITY had a P25 Digital 700/800-Megahertz Trunked Radio System, hereby referred to and known as the Granbury Regional Radio Network (“GRANBURY RRN”). The CITY is duly licensed by the Federal Communications Commission (“FCC”) for the operation of the same;

**WHEREAS**, the USER desires to utilize the GRANBURY RRN for public safety interoperability emergency purposes;

**WHEREAS**, the CITY desire to accommodate additional radio units on their GRANBURY RRN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the CITY and USER;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

### I. DEFINITIONS

- a. Primary Dispatch System: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
- b. Priority Access: An assigned level of system access that determines the choice of the radio system between two or more radio units seeing use simultaneously.
- c. Public Safety Agency: Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.

- d. Radio System: A trunked, Multi-Site P25 Phase 2/L3Harris 700/800-Megahertz public safety radio system owned by the CITY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
- e. Dispatch Terminal: Office or agency which has its own dispatch center to communicate with USERS. A dispatch terminal is a specialized dispatch computer workstation normally operated by a dispatcher. Dispatch terminals provide voice and data communications and may have advanced capabilities depending on configuration.
- f. Radio Unit: Mobile, stationary, or portable radio communications devices communicating among themselves at certain airwave frequencies.
- g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate among themselves at certain airwave frequencies.
- h. BeOn: Electronic application for use on smart devices. BeOn license will be treated as a radio unit administratively. GRANBURY RRN system recognizes a BeOn device just like a radio unit. BeOn will use the same connection that the given smart device's connection over cellular, Wi-Fi and other methods. BeOn may also reside in a radio device, which is licensed separately at the time of radio purchase and is not considered a standalone BeOn device for purposes of this MOU.
- i. Pager: One way communication device to receive emergency calls, tones, or messages.

## II. CITY Obligations

### **The CITY agrees that during the term of this agreement, the CITY shall:**

- a. Allow USER access to GRANBURY RRN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS with programming services to program a systems code identification number to provide access to the GRANBURY RRN users that have L3/Harris Radios, after USER coordinates with City of Granbury Police Department, thereby providing scheduling availability.
- c. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of CITY that are not in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the CITY shall notify the USER of any such change within 30 days of such date that the CITY becomes aware of the change.
- d. Upon being notified that one or more of the USER's radio units has been lost or stolen, the CITY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the GRANBURY RRN, including attempting to disable to the lost or stolen radio unit.
- e. Provide the same level of priority access to the GRANBURY RRN for USER as that afforded the owner of the GRANBURY RRN.



### III. **USER Obligations**

#### **During the term of this agreement, the USER agrees to:**

- a. Assume all cost and responsibility for providing radio units that will have access to the GRANBURY RRN to include the following required feature sets:
  - i. Selective inhibit.
  - ii. Valid site registration IDs.
  - iii. System access using Push-To-Talk identification.
  - iv. Required programming of the State Mutual Aid and Regional Mutual Aid talk groups within all the public safety radio units on the network.
  - v. Required programming of conventional mutual aid channels.
  - vi. A valid unique authorized System Code Identification Number programmed into each authorized radio unit (no duplicate IDs).
  - vii. Radios must be P25 CAP Phase II Certified radios (Compliance Assessment Program) compliant to be allowed on the GRANBURY RRN.
- b. Upon execution of this agreement USER will provide the CITY with a complete listing of all radio units covered by the agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
- c. Users will be responsible for coordinating with the CITY for programming services to program a systems code identification number to gain access to the GRANBURY RRN, thereby providing interagency interoperability for emergency public safety communications.
- d. Provide the CITY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the GRANBURY RRN.
- e. Notify the CITY by phone and email that one or more of its radio units have been lost or stolen immediately upon knowing or having reasons to know that the radio units have been lost or stolen.
- f. Use the System Code Identification Number described in this agreement to access the GRANBURY RRN to engage in radio communications for the sole purpose of public safety emergency communications and interoperability among radio units.
- g. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of the CITY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification to this agreement, the CITY shall notify the USER of any such change within 60 days of such date that the CITY becomes aware of the change.

### IV. **Consideration**

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the CITY and USER, within the City of Granbury, no fee will be assessed for programming the "State Mutual Aid" and "Regional Mutual Aid" talk groups in USER's radio units. All mobile and portable radios added to the GRANBURY RRN by a USER will be assessed a fee of \$13.00 per month per unit.
- b. All control station radios (i.e. fixed-location desktop radios) will be assessed a fee of \$20 per month per unit.

- c. Users of a BeOn license will be assessed a one-time licensing fee of \$160.00 per license for non-radio devices that are to be used in continuous operation. There will be a monthly fee of \$10.00 per month per license thereafter. For special events or circumstances, the fee for any additional TEMPORARY BeOn use will be \$10 per month for the period of use.
- d. Dispatch Terminals USERS which are using the GRANBURY RRN as their dispatch network will be assessed a fee of \$450.00 per month per terminal. The dispatch terminal fee shall be assessed to the jurisdiction providing the terminal device regardless of the physical location of the terminal. Terminal fees may also be waived or adjusted, at the discretion of the City, provided there is evidence of a terminal usage agreement that may be utilized pursuant to a separate agreement that is acceptable to the City and made part of this User agreement.
- e. Users connecting to the GRANBURY RRN will be assessed a Core Access Fee of \$2500.00 per month.
- f. The fees listed herein are intended fund ongoing maintenance, software, upgrades, and security of the GRANBURY RRN. If additional agencies join the GRANBURY RRN, fees will be recalculated yearly to account for the sharing of cost by larger number of member agencies.

#### **V. Term**

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to the CITY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of termination is given. Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by the City of Granbury, the owner of the GRANBURY RRN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent to terminate.
- c. Immediately upon the USER failing to make payment to the CITY for agreed upon fees.

#### **VI. Default**

- a. If USER is found by CITY to be in default of the terms of this agreement, including nonpayment of fees, the CITY would have the right to immediately terminate service and/or access to the GRANBURY RRN.
- b. If CITY fails to perform as provided under the terms of this agreement, the USER's sole remedy shall be to terminate this agreement.

#### **VII. Disclaimer**

It is expressly understood and agree that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interferences from distant stations that can interrupt the radio system at times. Likewise, there are other causes beyond the reasonable control of the CITY, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the USER's expense. Any surveys, studies, research or

other measures taken to ensure the adequacy of coverage provided to the USER by this agreement shall be the sole responsibility and expense of the USER.

**VIII. Notice**

**IX. Assignment**

The USER agrees to not assign this agreement unless it receives the prior written consent from the City of Granbury.

**X. Venue**

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is the City of Granbury, Texas.

**XI. Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated to the provisions of paragraphs II(c) and III(e), above.

IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE CITY OF GRANBURY:

BY: \_\_\_\_\_  
Chris Coffman, City Manager

DATE: \_\_\_\_\_

FOR THE USER:

BY: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_



## STAFF REPORT

**SUBJECT:** Approve the MOU between the City and the City of Granbury for the Granbury Regional Radio Network access.

**DEPARTMENT:** Police/Fire

**STAFF CONTACT:** James Gresham

### RECOMMENDATION:

Approve the memorandum of understanding with the City of Granbury.

### BACKGROUND:

In December of 2021 council approved a systems purchase agreement for the procurement of the Public Safety Radio system. This system will be part of the Granbury Regional Radio Network. (GRRN) The City of Granbury will build and maintain the radio core and provide us access via the attached MOU. The cost of the access will vary according the number of users, services and types of radios in use. We estimate this will cost no more than \$5,400 per month.

This MOU has been reviewed by both our project consultant, Trott Communications, and the City Attorney.

### FISCAL IMPACT SUMMARY:

This is a budgeted expense. For FY 22/23 the amount was budgeted for 9 months at \$5,400 a month. It is currently anticipated that payments will begin in March of 2023.

### ALTERNATIVES

- Do not approve the agreement



## STAFF REPORT

**SUBJECT:** Approve the agreement between the City and Innova Zones

**DEPARTMENT:** Police

**STAFF CONTACT:** James Gresham

### RECOMMENDATION:

Approve the agreement with Innova Zones for electronic inventory management system in the amount of \$3,670.00.

### BACKGROUND:

The police department issues and manages a great deal of equipment and consumables. As part of the best practices/recognition program departments must be able to audit and inventory equipment and track consumables issued and used by the department and officers. After reviewing products from several vendors the services by Innova Zones were selected.

This program allows electronic management and auditing of uniforms, equipment, capital equipment and ammunition through an electronic interface.

### FISCAL IMPACT SUMMARY:

This is an unbudgeted expense. However, cost savings in other program areas will be used to cover the amount.

### ALTERNATIVES

- Do not approve the agreement
- Defer agreement until next fiscal year

## Agreement Terms

---

This is a legal contract. Please carefully read all terms and conditions before signing. Any changes to this Agreement must be mutually agreed to by both parties prior to signing. Upon both parties mutually executing this Agreement, Innova Zones and Stephenville Police Department hereby agree as follows:

1. **Initial Term:** The initial term of this agreement shall be based on a 12-month term. The agreement starts on the scheduled build meeting date.
2. **Setup Fees:** Each Human Interface Platform from Innova Zones has a setup fee. The setup fee in this agreement will be billed on the initial invoice. All fees are detailed in the Pricing Proposal (Exhibit A).
3. **Cancellation:** Stephenville Police Department may cancel this Agreement by notifying Innova Zones in writing, at least 30 days prior to the end of the initial term.
4. **Auto Renewal:** At the end of the initial term, if Stephenville Police Department has not cancelled, the Agreement shall automatically renew at the same term as this Agreement.
5. **Scope of Work:** Stephenville Police Department is responsible for the initial setup and ongoing maintenance of all purchased Human Interface Platforms as indicated on the Pricing Proposal (Exhibit A) of this Agreement. This includes the import of all uniforms, equipment, ammunition, and firearms provided by Stephenville Police Department into Innova Zones system, as well as any ongoing adjustments to these items upon request.

6. **Setup & Build:** Stephenville Police Department shall be assigned an IZ Representative, whose responsibility is to gather Stephenville Police Department tracked items, discuss specifics related to tracked items, and set a timeframe for launch. It is the responsibility of Stephenville Police Department to provide the IZ Representative all existing documentation for the tracked items it wishes to include. Stephenville Police Department shall have the opportunity to approve the system prior to launch.
  
7. **Ongoing Maintenance & Support:** All training, technical support, and adjustments to the purchased Human Interface Platforms as indicated on the Pricing Proposal (Exhibit A) are included in the annual software license fee. No additional fees for support/service shall be charged during the term of this Agreement, unless the scope of work increases.
  
8. **Travel:** All builds, trainings, and roll outs are typically done through virtual meetings. However, any travel required are excluded in the pricing provided in the Pricing Proposal (Exhibit A) and shall be billed separately to Stephenville Police Department. Should travel be necessary, Innova Zones shall have all travel requests approved in writing by Stephenville Police Department.
  
9. **Adding additional Human Interface Platforms through the year:** Client may add Human Interface Platforms at any time through the first year at the same price and setup fees as the last proposal price quoted (if applicable). All Human Interface Platforms added can be synced up with existing Human Interface Platforms on the anniversary renewal invoice so only one invoice would be issued (client preference).
  
10. **Annual Increases:** Annual software license fees may be subject to annual increases. Compared to the previous year's rate, annual increases shall not be more than five (5) percent, or the Consumer Price Index published by the Bureau of Labor Statistics, whichever is greater.

11. **Change Requests:** Any additions or changes to the scope of work not included in the Pricing Proposal (Exhibit A) may be subject to additional charges if they are outside of the initial Human Interface Platform(s) selected. All changes within the Human Interface Platforms selected are at no additional charge.
  
12. **Billing Terms:** Payment terms for all invoices from Innova Zones. First year annual software license fees and one-time setup fees shall be Net-30 days, and will be invoiced at the time the Agreement is mutually executed by both parties. On the anniversary date, the annual software license fees, and any amortized one-time setup fees, shall be invoiced 30-60 days prior to the anniversary date.
  
13. **User Licenses:** Innova Zones does not charge a per-user license fee; Stephenville Police Department may add as many users as necessary in the system at no additional cost. Each user in the Innova Zones system shall have a unique login and password and role-based security access for each Human Interface Platform (Administrator or User). It is the responsibility of Stephenville Police Department to update this information for each user they would like added into the system.
  
14. **Data Storage & Protection:** All data input into Innova Zones system is owned by Stephenville Police Department under all circumstances, even if B Stephenville Police Department were to cancel this Agreement. Stephenville Police Department may retrieve a copy of its logs in digital format at any time during the term of this Agreement for no fee, by contacting Innova Zones. Stephenville Police Department may also retrieve a copy of its logs for up to 12 months after cancellation of this Agreement, by contacting Innova Zones.
  
15. **Equipment:** If Stephenville Police Department chooses to have Innova Zones supply equipment, Stephenville Police Department is solely responsible for said equipment upon delivery. Innova Zones does not commit to any equipment warranty of any kind.





Exhibit A



# Stephenville Police Dept

**Reference: 20221121-133059244**  
Quote created: November 21, 2022  
Quote expires: February 19, 2023  
Quote created by: Britton Barker  
britton.barker@innovazones.com  
+1 (806) 674-2398

### Products & Services

Item & Description	Quantity	Unit Price	Total
Serve and Protect Zones Program Ammo, Uniform, Equipment, and Fleet Zone (Includes 5% Discount)	1	\$3,420.00 / year	\$3,420.00 / year
System Build/Implementation Custom System Build and Employee Training	1	\$250.00	\$250.00

### Subtotals

Annual subtotal			\$3,420.00
One-time subtotal			\$250.00
<b>Total</b>			<b>\$3,670.00</b>

6363 N. State Highway 161,  
Suite 125  
Irving, TX 75038  
682.200.6901

*Item 3.*

**INNOVA ZONES, LLC**

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

**Stephenville Police Department**

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

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING CONVOCATION CENTER CONSTRUCTION**  
**by and between**  
**THE CITY OF STEPHENVILLE**  
**and**  
**TARLETON STATE UNIVERSITY**

This Memorandum of Understanding ("MOU") is entered into by and between the CITY OF STEPHENVILLE, hereinafter referred to as "CITY", and TARLETON STATE UNIVERSITY, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Division of Finance and Administration, hereinafter referred to as "TARLETON".

**WHEREAS**, TARLETON is commencing a project to build a Convocation Center between Saint Felix and West Tarleton streets.

**WHEREAS**, TARLETON and CITY entered into a separate MOU on 08/13/2019 regarding stormwater drainage improvements associated with the Harbin Drive Improvements Project ("PROJECT").

**WHEREAS**, this MOU is related to, but is separate from, the MOU entered into on 08/13/2019.

**NOW THEREFORE**, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

**Article I. Overview and Purpose**

**1.1 TARLETON Responsibilities:**

1. Reimburse CITY for cost of all related professional services within 30 days of receipt of invoice, for associated re-design costs not to exceed \$28,000 unless approved in advance by TARLETON.
2. Reimburse CITY for cost of all related construction services for costs as identified in of the Harbin Drive Improvements Project in an amount not to exceed \$534,397.50. Reimburse CITY for project invoices within 30 days of receipt of invoices, based on work completed with appropriate General Contractor documents, that meet PROJECT documents as approved herein by TAMUS/TARLETON.
  - i. The applicable costs are identified Change Order No. 3; attached as Exhibit A herein.
  - ii. Total amount not to exceed \$534,397.50.
3. TARLETON will reimburse CITY an additional \$200,000.00 for the original scope of work.
4. Fund up to an additional \$50,000.00 as a contingency to account for any unforeseen costs of TARLETON-related construction items to be used only as approved by TARLETON prior to performing any additional unforeseen improvements.

## 1.2 CITY Responsibilities:

1. Provide oversight, communication, and invoices in a timely manner.

### Article II. Duration of the MOU:

**2.1. Term.** This MOU will become effective upon the date of its signing by the last party to sign below and shall have a term of two (2) calendar years from this effective date.

### Article III. Modification:

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

### Article IV. Independent Contractor:

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

### Article V. Notices:

Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. TARLETON and CITY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TARLETON: Tarleton State University  
 Box T-0120  
 Stephenville, Texas 76402  
 Attention: Finance & Administration  
 Phone: (254) 968-9877  
 E-mail: [lbeaty@tarleton.edu](mailto:lbeaty@tarleton.edu)

CITY: City of Stephenville, Texas  
 298 West Washington  
 Stephenville, TX 76401  
 Attention: Public Works  
 Phone: (254) 918-1223  
 E-mail: [nwilliams@stephenvilletx.gov](mailto:nwilliams@stephenvilletx.gov)

**Article VI. Other**

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TARLETON shall be in Erath County, Texas.

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TARLETON and CITY 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 the Vice President for Finance & Administration of TARLETON, who shall examine CITY's claim and any counterclaim and negotiate with CITY in an effort to resolve the claim.

CITY expressly acknowledges that TARLETON is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by TARLETON of its right to claim such exemptions, privileges, and immunities as may be provided by law.

By executing and/or accepting this MOU, CITY and each person signing on behalf of CITY certifies, and each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TARLETON, Texas A&M or TAMUS, has direct or indirect financial interest in the approval of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.

Pursuant to Chapter 2270, *Texas Government Code*, CITY certifies CITY (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this MOU. CITY acknowledges this MOU may be terminated if this certification is inaccurate.

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, CITY certifies CITY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. CITY acknowledges *this* MOU may be terminated if this certification is inaccurate.

If applicable, contracts awarded for this project will be subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act.

The undersigned parties bind themselves to the faithful performance of this MOU:

Executed in duplicate originals, effective as of the date of last signature.

**City of Stephenville**

**Tarleton State University**

\_\_\_\_\_  
Signature

DocuSigned by:  
*Lori Beaty*  
5E7C8B9377C24AA  
\_\_\_\_\_  
Signature

Name: Doug Svien

Name: Lori Beaty

Title: Mayor

Title: Vice President / CFO

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

Date: 12/29/2022

**EXHIBIT A – CHANGE ORDER NO. 3**

<b>FREESE AND NICHOLS</b>		<b>CHANGE ORDER - HARBIN DRIVE IMPROVEMENTS PROJECT</b>			
PROJECT:	Harbin Drive Improvements				
OWNER:	City of Stephenville	OWNER PROJ #	ITB 3299		
CONTRACTOR:	Jay Mills Contracting, Inc.	CONTRACTOR #	9377		
ENGINEER:	Freese and Nichols, Inc.	ENG. PROJ. #	STE19752		
CHANGE ORDER NO.	3	CHANGE ORDER DATE:	12/9/2022		
Change Order Description: Reroute Storm Drain and Well Line to Accommodate Proposed TSU Building. Make following additions/deletions or modifications to work described in the Contract Documents:					
	Pay Item	Quantity Change	Unit	Unit Cost	Cost
C-02	42" RCP	95	LF	\$ 157.00	\$ 14,915.00
C-03	36" RCP	-158	LF	\$ 115.00	\$ (18,170.00)
C-04	30" RCP	-91	LF	\$ 100.00	\$ (9,100.00)
C-16	4'x4' Storm Drain Manhole	-1	EA	\$ 4,100.00	\$ (4,100.00)
C1-10	Cut and Plug Storm Drain	4	EA	\$ 500.00	\$ 2,000.00
C1-16	60" RCP	840	LF	\$ 355.00	\$ 298,200.00
C1-17	48" RCP	165	LF	\$ 182.00	\$ 30,030.00
C1-20	24" RCP	75	LF	\$ 71.00	\$ 5,325.00
C1-21	18" RCP	42	LF	\$ 51.00	\$ 2,142.00
C1-27	6'x6' Storm Drain Manhole	1	EA	\$ 8,000.00	\$ 8,000.00
C1-35	7'x7' Junction Box	2	EA	\$ 16,500.00	\$ 33,000.00
C1-38	Trench Safety	968	LF	\$ 1.00	\$ 968.00
C1-54	Asphaltic Pavement Repair	1000	SY	\$ 63.25	\$ 63,250.00
C1-55	Concrete Sidewalks (4")	50	SY	\$ 73.00	\$ 3,650.00
B-09	Remove Concrete (Sidewalks)	50	SY	\$ 15.00	\$ 750.00
NEW	36" RCP Restocking Fee	1	LS	\$ 3,187.50	\$ 3,187.50
NEW	Adjust Junction Boxes/SD Manholes to Match New	1	LS	\$ 5,000.00	\$ 5,000.00
NEW	7'x7' Junction Box at SD-B3 Sta. 10+00.00	1	EA	\$ 43,500.00	\$ 43,500.00
NEW	42" Concrete Collar	2	EA	\$ 1,850.00	\$ 3,700.00
NEW	4" PVC Waterline (Well Line)	290	LF	\$ 90.00	\$ 26,100.00
NEW	4" Gate Valve	1	EA	\$ 1,550.00	\$ 1,550.00
NEW	Connection to Existing 4" Waterline	1	EA	\$ 5,000.00	\$ 5,000.00
NEW	Junction Box Rework	1	EA	\$ 11,500.00	\$ 11,500.00
NEW	Abandon and Grout Existing 42" RCP	1	EA	\$ 4,000.00	\$ 4,000.00
<b>TOTAL COST CHANGE ORDER 3:</b>					<b>\$534,397.50</b>
<i>The compensation agreed upon in this change order is full, complete and final payment for all costs the Contractor may incur as a result of or related to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other affect on changed or unchanged work as a result of this Change Order.</i>					
<b>Contract Cost and/or Time Impacts:</b>					
	Original Contract Amount	\$10,097,474.50			
	Previously Approved Change Order Amount	\$36,590.79			
	Adjusted Contract Amount	\$10,134,065.29			
	Proposed Change Order Amount (this change order)	\$534,397.50			
	Revised Contract Amount	\$10,668,462.79			
	Previous Contract Time	555			
	Previous Substantial Completion Date	28-Jul-23			
	Previous Final Completion Date	26-Sep-23			
	Proposed Change in Contract Time (this change order)	105			
	Revised Contract Time	660			
	Revised Substantial Completion Date	10-Nov-23			
	Revised Final Completion Date	9-Jan-24			
Recommended by:					
FREESE AND NICHOLS, INC.					
By _____ Date _____					
Approved by:			Approved by:		
(Contractor)			(Tarleton State University)		
By _____ Date _____			By _____ Date _____		
Approved by:					
(Owner)					
By _____ Date _____					
Tarleton State University agrees to reimburse the City of Stephenville for project invoices based on work completed related to this change order.					

HARBIN DRIVE CHAIN - HARBINDR

Beginning chain HARBINDR description
Feature: Geom\_Centerline

Point HARBINDR1 N 6,759,050.3054 E 2,054,844.8067 Sta 10+00.00
Course from HARBINDR1 to PC HARBINDR\_3 N 29° 50' 32.84" W Dist 300.0000

Curve Data
Curve HARBINDR 3
P.I. Station 14+54.24 N 6,759,444.3118 E 2,054,618.7692
Delta = 19° 26' 58.23" (LT)
Degree = 6° 21' 58.31"
Tangent = 154.2400
Length = 305.5122
Radius = 900.0000
External = 13.1210
Long Chord = 304.0474
Mid. Ord. = 12.9325
P.C. Station 13+00.00 N 6,759,310.5245 E 2,054,695.5217
P.T. Station 16+05.51 N 6,759,544.9079 E 2,054,501.8487
C.C. N 6,758,862.6693 E 2,053,914.8644
Back = N 29° 50' 32.84" W
Ahead = N 49° 17' 31.07" W
Chord Bear = N 39° 34' 01.96" W

Curve Data
Curve HARBINDR 4
P.I. Station 17+55.08 N 6,759,642.4565 E 2,054,388.4702
Delta = 18° 52' 15.77" (RT)
Degree = 6° 21' 58.31"
Tangent = 149.5674
Length = 296.4257
Radius = 900.0000
External = 12.3434
Long Chord = 295.0877
Mid. Ord. = 12.1764
P.C. Station 16+05.51 N 6,759,544.9079 E 2,054,501.8487
P.T. Station 19+01.94 N 6,759,771.4328 E 2,054,312.7369
C.C. N 6,760,227.1465 E 2,055,088.8329
Back = N 49° 17' 31.07" W
Ahead = N 30° 25' 15.31" W
Chord Bear = N 39° 51' 23.19" W

Course from PT HARBINDR\_4 to PC HARBINDR\_7 N 30° 25' 15.31" W Dist 515.8914

Curve Data
Curve HARBINDR 7
P.I. Station 24+52.37 N 6,760,246.0896 E 2,054,034.0244
Delta = 5° 39' 01.62" (LT)
Degree = 8° 11' 06.40"
Tangent = 34.5446
Length = 69.0333
Radius = 700.0000
External = 0.8519
Long Chord = 69.0053
Mid. Ord. = 0.8508
P.C. Station 24+17.83 N 6,760,216.3008 E 2,054,051.5161
P.T. Station 24+86.86 N 6,760,274.0115 E 2,054,013.6848
C.C. N 6,759,861.8567 E 2,053,447.8859
Back = N 30° 25' 15.31" W
Ahead = N 36° 04' 16.92" W
Chord Bear = N 33° 14' 46.11" W

Course from PT HARBINDR\_7 to PC HARBINDR\_10 N 36° 04' 16.92" W Dist 17.2409

Curve Data
Curve HARBINDR 10
P.I. Station 25+38.65 N 6,760,315.8690 E 2,053,983.1939
Delta = 5° 39' 01.62" (RT)
Degree = 8° 11' 06.40"
Tangent = 34.5446
Length = 69.0333
Radius = 700.0000
External = 0.8519
Long Chord = 69.0053
Mid. Ord. = 0.8508
P.C. Station 25+04.10 N 6,760,287.9471 E 2,054,003.5335
P.T. Station 25+73.14 N 6,760,345.6578 E 2,053,965.7022
C.C. N 6,760,700.1018 E 2,054,569.3324
Back = N 36° 04' 16.92" W
Ahead = N 30° 25' 15.31" W
Chord Bear = N 33° 14' 46.11" W

Course from PT HARBINDR\_10 to HARBINDR13 N 30° 25' 15.31" W Dist 302.9248

Point HARBINDR13 N 6,760,606.8786 E 2,053,812.3167 Sta 28+76.06

Course from HARBINDR13 to HARBINDR15 N 30° 26' 24.94" W Dist 1,682.3877

Point HARBINDR15 N 6,762,057.3624 E 2,052,959.9522 Sta 45+58.45

Course from HARBINDR15 to HARBINDR17 N 30° 27' 12.90" W Dist 1,841.1498

Point HARBINDR17 N 6,763,644.5072 E 2,052,026.7836 Sta 63+99.60

Course from HARBINDR17 to PC HARBINDR\_19 N 30° 25' 31.00" W Dist 1,343.3276

HARBIN DRIVE, CONT.

Curve Data
Curve HARBINDR 19
P.I. Station 78+82.02 N 6,764,922.7836 E 2,051,276.0650
Delta = 44° 29' 54.43" (LT)
Degree = 16° 51' 06.12"
Tangent = 139.0923
Length = 264.0591
Radius = 340.0000
External = 27.3509
Long Chord = 257.4726
Mid. Ord. = 25.3145
P.C. Station 77+42.93 N 6,764,802.8457 E 2,051,346.5034
P.T. Station 80+06.99 N 6,764,958.9622 E 2,051,141.7602
C.C. N 6,764,630.6648 E 2,051,053.3246
Back = N 30° 25' 31.00" W
Ahead = N 74° 55' 25.43" W
Chord Bear = N 52° 40' 28.22" W

Course from PT HARBINDR\_19 to HARBINDR21 N 74° 55' 25.43" W Dist 185.1680

Point HARBINDR21 N 6,765,007.1252 E 2,050,962.9656 Sta 81+92.15

Ending chain HARBINDR description

W. TURNER ST. CHAIN - WTURNERST

Beginning chain WTURNERST description
Feature: Geom\_Centerline

Point WTURNERST1 N 6,760,105.3094 E 2,054,116.6888 Sta 10+00.00

Course from WTURNERST1 to WTURNERST2 N 59° 34' 44.69" E Dist 165.0000

Point WTURNERST2 N 6,760,188.8570 E 2,054,258.9730 Sta 11+65.00

Ending chain WTURNERST description

W. TARLETON ST. (W) CHAIN - WTARLETONST\_01

Beginning chain WTARLETONST\_01 description
Feature: Geom\_Centerline

Point 179 N 6,760,324.9612 E 2,053,978.3421 Sta 10+00.00

Course from 179 to 180 N 57° 35' 38.41" E Dist 34.0000

Point 180 N 6,760,343.1823 E 2,054,007.0474 Sta 10+34.00

Course from 180 to 181 N 59° 34' 44.69" E Dist 136.0000

Point 181 N 6,760,412.0457 E 2,054,124.3241 Sta 11+70.00

Ending chain WTARLETONST\_01 description

W. TARLETON ST. (E) CHAIN - WTARLETONST\_02

Beginning chain WTARLETONST\_02 description
Feature: Geom\_Centerline

Point 240 N 6,760,288.3600 E 2,053,808.0044 Sta 10+00.00

Course from 240 to 241 N 59° 34' 44.69" E Dist 165.0000

Point 241 N 6,760,371.9075 E 2,053,950.2887 Sta 11+65.00

Ending chain WTARLETONST\_02 description

W. SLOAN ST. CHAIN - WSLOANST

Beginning chain WSLOANST description
Feature: Geom\_Centerline

Point WSLOANST1 N 6,760,606.8320 E 2,053,812.3440 Sta 10+00.00

Course from WSLOANST1 to WSLOANST2 N 59° 32' 49.60" E Dist 165.0000

Point WSLOANST2 N 6,760,690.4589 E 2,053,954.5817 Sta 11+65.00

Ending chain WSLOANST description

W. PHELPS ST. CHAIN - WPHELPSST

Beginning chain WPHELPSST description
Feature: Geom\_Centerline

Point WPHELPSST1 N 6,761,123.6960 E 2,053,317.2330 Sta 10+00.00

Course from WPHELPSST1 to WPHELPSST2 N 59° 33' 35.06" E Dist 165.0000

Point WPHELPSST2 N 6,761,207.2916 E 2,053,459.4891 Sta 11+65.00

Ending chain WPHELPSST description

W. FREY ST. CHAIN - WFREYST

Beginning chain WFREYST description
Feature: Geom\_Centerline

Point WFREYST1 N 6,761,805.2441 E 2,052,528.1694 Sta 10+00.00

Course from WFREYST1 to WFREYST2 N 59° 43' 09.55" E Dist 1,000.0000

Point WFREYST2 N 6,762,309.4806 E 2,053,391.7351 Sta 20+00.00

Ending chain WFREYST description

W. MIMOSA LN. CHAIN - WMIMOSALN

Beginning chain WMIMOSALN description
Feature: Geom\_Centerline

Point WMIMOSALN1 N 6,762,947.8581 E 2,052,244.9750 Sta 10+00.00

Course from WMIMOSALN1 to WMIMOSALN2 N 59° 32' 47.10" E Dist 330.0000

Point WMIMOSALN2 N 6,763,115.1154 E 2,052,529.4482 Sta 13+30.00

Ending chain WMIMOSALN description

W. OVERHILL DR. (W) CHAIN - WOVERHILLDR\_01

Beginning chain WOVERHILLDR\_01 description
Feature: Geom\_Centerline

Point 242 N 6,763,557.2718 E 2,051,880.8674 Sta 10+00.00

Course from 242 to 243 N 59° 32' 47.10" E Dist 170.0000

Point 243 N 6,763,643.4346 E 2,052,027.4142 Sta 11+70.00

Ending chain WOVERHILLDR\_01 description

W. OVERHILL DR. (E) CHAIN - WOVERHILLDR\_02

Beginning chain WOVERHILLDR\_02 description
Feature: Geom\_Centerline

Point 246 N 6,763,645.6215 E 2,052,026.1292 Sta 10+00.00

Course from 246 to 247 N 59° 34' 29.00" E Dist 205.0000

Point 247 N 6,763,749.4364 E 2,052,202.8987 Sta 12+05.00

Ending chain WOVERHILLDR\_02 description

SD-A1 CHAIN - SD\_A1

Beginning chain SD\_A1 description

Point SDA1100 N 6,762,195.5163 E 2,052,848.5630 Sta 10+00.00

Course from SDA1100 to SDA1101 N 30° 27' 12.90" W Dist 1,665.6054

Point SDA1101 N 6,763,631.3349 E 2,052,004.3673 Sta 26+65.61

Course from SDA1101 to SDA1102 N 30° 25' 31.00" W Dist 255.9068

Point SDA1102 N 6,763,852.0009 E 2,051,874.7724 Sta 29+21.51

Course from SDA1102 to SDA1103 N 14° 34' 29.00" E Dist 117.6154

Point SDA1103 N 6,763,965.8315 E 2,051,904.3695 Sta 30+39.13

Course from SDA1103 to SDA1104 N 30° 25' 31.00" W Dist 1,160.8723

Point SDA1104 N 6,764,966.8405 E 2,051,316.4872 Sta 42+00.00

Course from SDA1104 to SDA1105 N 23° 55' 19.21" W Dist 134.5247

Point SDA1105 N 6,765,089.8093 E 2,051,261.9384 Sta 43+34.52

Course from SDA1105 to SDA1106 N 76° 12' 26.42" W Dist 125.4750

Point SDA1106 N 6,765,119.7237 E 2,051,140.0815 Sta 44+60.00

Ending chain SD\_A1 description

SD-B1 CHAIN - SD\_B1

Beginning chain SD\_B1 description

Point SB100 N 6,760,503.6124 E 2,055,228.2096 Sta 13+00.00

Course from SB100 to SB101 S 60° 37' 07.73" W Dist 65.0000

Point SB101 N 6,760,471.7222 E 2,055,171.5702 Sta 13+65.00

Course from SB101 to SB102 S 59° 07' 57.29" W Dist 255.4683

Point SB102 N 6,760,340.6534 E 2,054,952.2872 Sta 16+20.47

Course from SB102 to SB103 N 75° 25' 15.31" W Dist 39.5317

Point SB103 N 6,760,350.6042 E 2,054,914.0284 Sta 16+60.00

Course from SB103 to SB104 N 30° 25' 15.31" W Dist 448.0000

Point SB104 N 6,760,736.9275 E 2,054,687.1842 Sta 21+08.00

Course from SB104 to SB105 S 59° 34' 44.69" W Dist 846.2736

Point SB105 N 6,760,308.4180 E 2,053,957.4180 Sta 29+54.27

Course from SB105 to SB106 N 30° 25' 15.31" W Dist 330.8387

Point SB106 N 6,760,593.7097 E 2,053,789.8983 Sta 32+85.11

Course from SB106 to SB107 N 30° 26' 24.94" W Dist 1,439.9341

Point SB107 N 6,761,835.1603 E 2,053,060.3705 Sta 47+25.05

Course from SB107 to SB108 N 75° 26' 24.94" W Dist 11.3137

Point SB108 N 6,761,838.0044 E 2,053,049.4201 Sta 47+36.36

Ending chain SD\_B1 description

SD-B2 CHAIN - SD\_B2

Beginning chain SD\_B2 description

Point SDB200 N 6,759,948.4648 E 2,054,178.6351 Sta 10+00.00

Course from SDB200 to SDB201 N 30° 25' 15.31" W Dist 328.5908

Point SDB201 N 6,760,231.8181 E 2,054,012.2536 Sta 13+28.59

Course from SDB201 to SDB202 N 36° 04' 16.92" W Dist 86.3302

Point SDB202 N 6,760,301.5975 E 2,053,961.4230 Sta 14+14.92

Course from SDB202 to SDB203 N 30° 25' 15.30" W Dist 7.9095

Point SDB203 N 6,760,308.4180 E 2,053,957.4180 Sta 14+22.83

Ending chain SD\_B2 description

SD-B3 CHAIN - SD\_B3

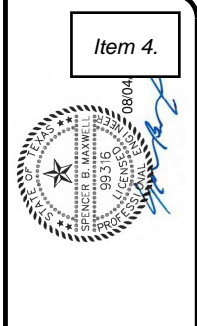
Beginning chain SD\_B3 description

Point SDB300 N 6,760,516.3499 E 2,054,816.7046 Sta 10+00.00

Course from SDB300 to SDB301 S 59° 34' 44.69" W Dist 837.7736

Point SDB301 N 6,760,092.1444 E 2,054,094.2682 Sta 18+37.77

Ending chain SD\_B3 description



CITY OF STEPHENVILLE
HARBIN DRIVE
CIVIL
HORIZONTAL ALIGNMENT DATA

Table with columns: NO., ISSUES, BY, DATE, FEIN, JOB NO., STATE, DATE, DESIGNED, DRAWN, REVISED, CHECKED, FILE NAME, SHEET, DATA, SEQ., 20, 10.

MicroStation V8 User: 02637 OfficeOn Site
S:\COUNTRIES\N:\I\Drawings\1 - General\cv-trt-gn-ALIGN\_DATA01.sht
Plot Scale: 2.000" = 1' - True Type Font
Date: Aug. 01, 2022 - 11:48:24 AM Project: Freese and Nichols, Inc.





FREESSE AND NICHOLS, INC.  
TEXAS REGISTERED ENGINEERING FIRM F-2144

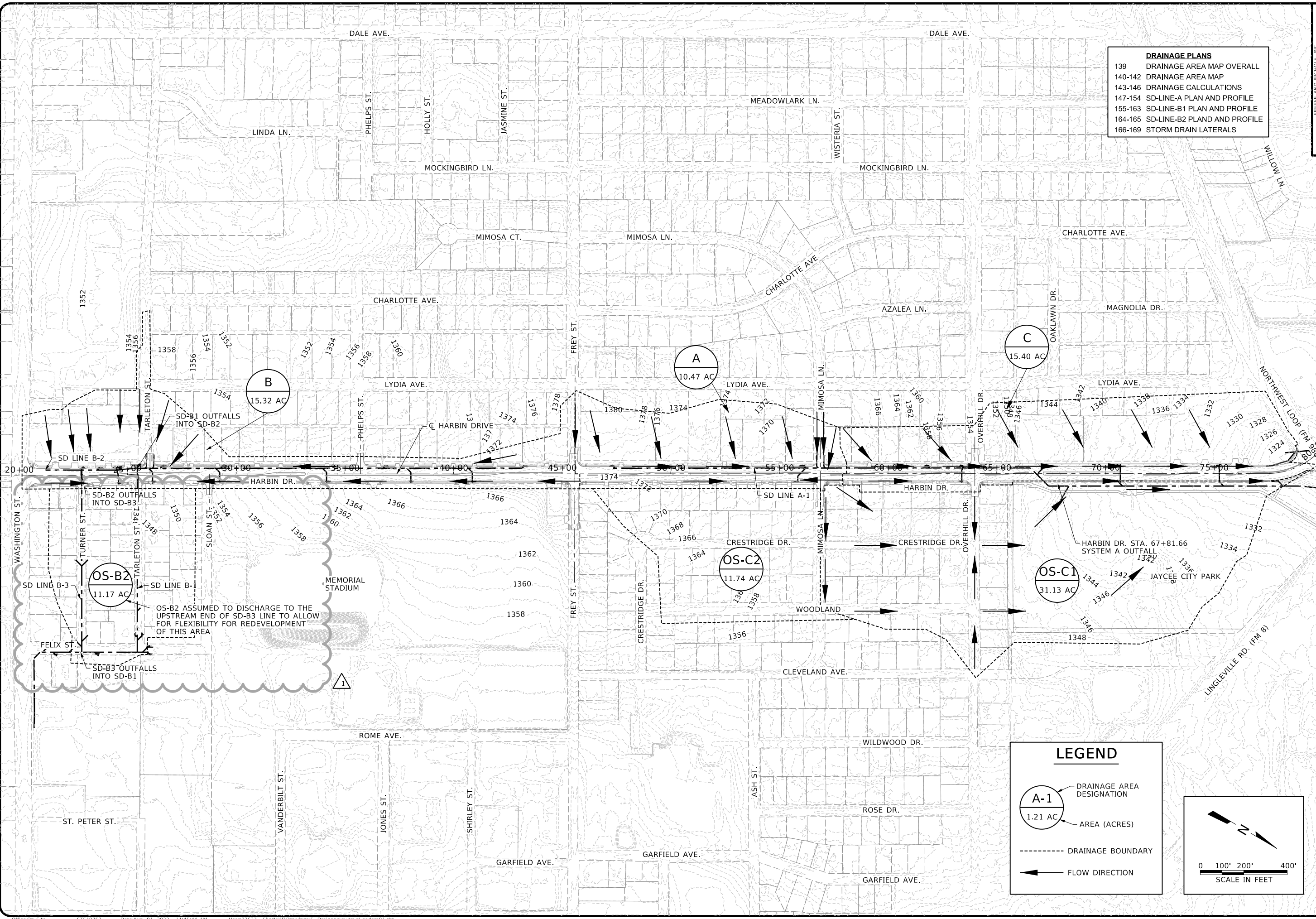
**FREESSE AND NICHOLS**  
801 Cherry Street, Suite 2600  
Fort Worth, TX 76102  
Phone - (817) 795-7300  
Web - www.freese.com

**DRAINAGE PLANS**

139	DRAINAGE AREA MAP OVERALL
140-142	DRAINAGE AREA MAP
143-146	DRAINAGE CALCULATIONS
147-154	SD-LINE-A PLAN AND PROFILE
155-163	SD-LINE-B1 PLAN AND PROFILE
164-165	SD-LINE-B2 PLAN AND PROFILE
166-169	STORM DRAIN LATERALS

CITY OF STEPHENVILLE  
**HARBIN DRIVE**  
CIVIL  
**OVERALL DRAINAGE AREA MAP**

NO. ISSUES	BY	DATE	FEIN JOB NO.	STE19752
			DATE	AUG 2021
			DESIGNED	LR
			DRAWN	SS
			REVISED	SS
			CHECKED	
			FILE NAME	cv-trr-pl-podam01.sht
			REVISION SHEET	
			LAR	AUG 2022
			VERIFY SCALE	Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
			SHEET	OADA
			SEQ.	21



**LEGEND**

- DRAINAGE AREA DESIGNATION
- AREA (ACRES)
- DRAINAGE BOUNDARY
- FLOW DIRECTION

**SCALE IN FEET**

MicroStation V8 User: 02637  
s:\accounts\N\Drawings\3\_Drainage\cv-trr-pl-podam01.sht  
Plot Scale: 1/8"=1'-0" (1/8"=1'-0")  
Date: Aug 01, 2022 - 11:45:44 AM  
Project: Freese and Nichols, Inc. - True Type Fonts

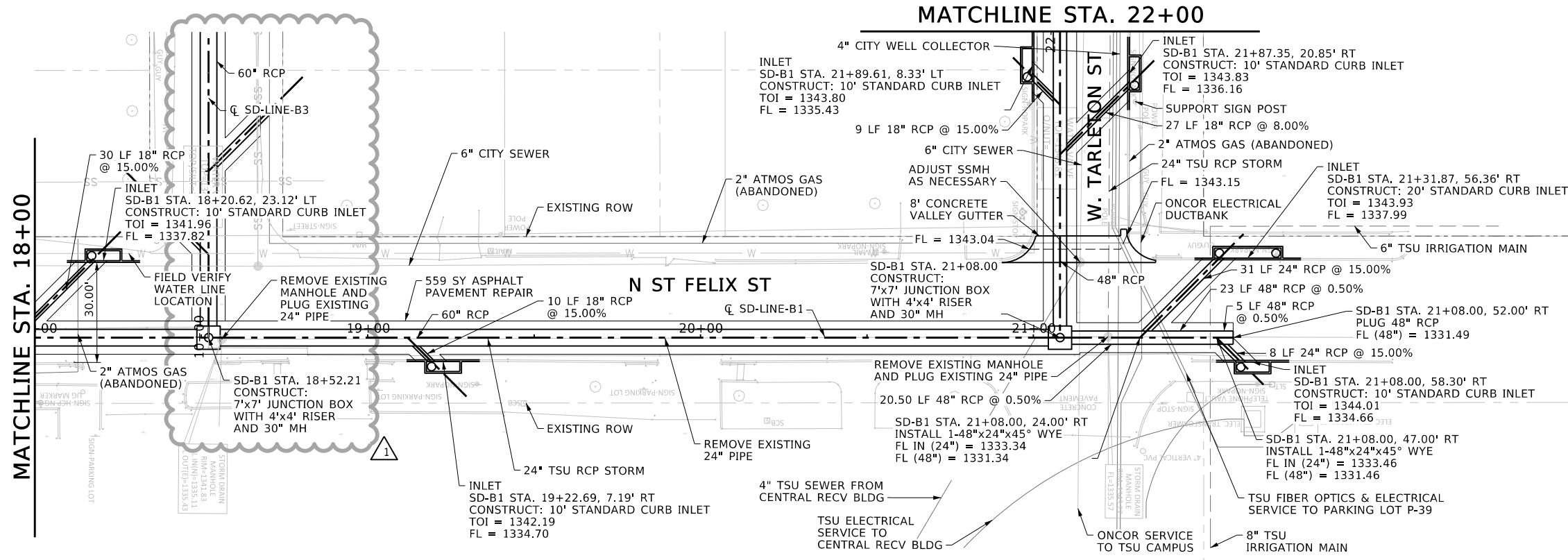




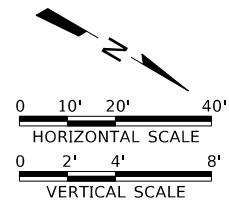
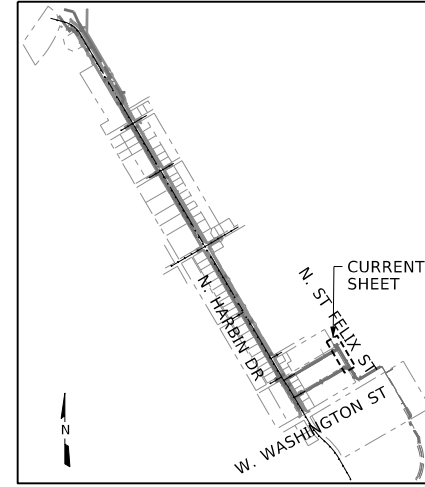








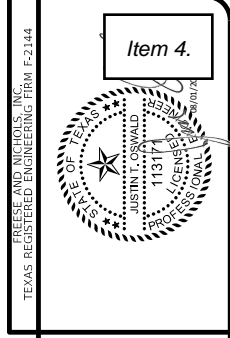
**CAUTION!!!**  
EXISTING OVERHEAD ELECTRICAL LINES IN AREA CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION



Station	Elevation (EGL)	SD Elevation (SD FL)	Notes
18+00	1,341.81	1,329.37	Matchline STA. 18+00
18+12.99	1,337.87	1,337.87	SD-B1 STA. 18+12.99 EXISTING 2" ATMOS GAS FL = ± 1337.87
18+52.21	1,342.13	1,329.51	SD-B1 STA. 18+52.21 CONSTRUCT: 7'x7' JUNCTION BOX WITH 4'x4' RISER AND 30" MH. FL IN (60") = 1329.52, FL IN (60") = 1329.54, FL OUT (60") = 1329.50
19+12.00	1,342.22	1,329.65	SD-B1 STA. 19+12.00 INSTALL 1-60"x18"x45° WYE. FL IN (18") = 1333.18, FL (60") = 1329.68
19+22.69	1,342.44	1,329.79	INLET SD-B1 STA. 19+22.69, 7.19' RT CONSTRUCT: 10' STANDARD CURB INLET TOI = 1342.19, FL = 1334.70
20+00	1,342.71	1,329.93	Matchline STA. 20+00
21+08.00	1,343.10	1,330.20	SD-B1 STA. 21+08.00 CONSTRUCT: 7'x7' SQUARE JUNCTION BOX WITH 4'x4' RISER AND 30" MH. RIM = 1343.17, FL IN (48") = 1331.24, FL IN (24") = 1333.23, FL OUT (60") = 1330.22
21+20.39	1,343.35	1,331.44	SD-B1 STA. 21+20.39 EXISTING 4" TSU SEWER FROM CENTRAL RECV BLDG. FL = ± 1339.22
21+30.63	1,343.35	1,331.44	SD-B1 STA. 21+30.63 EXISTING SS. FL = 1338.49
21+36.45	1,343.35	1,331.44	SD-B1 STA. 21+36.45 EXISTING 2" ATMOS GAS. FL = ± 1339.25
21+47.00	1,343.35	1,331.44	SD-B1 STA. 21+47.00 EXISTING WATERLINE. FL = ± 1340.70
21+56.09	1,343.35	1,331.44	SD-B1 STA. 21+56.09 EXISTING SS. FL = ± 1340.76
22+00	1,343.70	1,331.69	Matchline STA. 22+00

**PROFILE LEGEND**

- EXISTING GRADE @ SD CL
- PROPOSED GRADE @ SD CL
- - - 100-YR HGL
- - - PROPOSED DITCH @ SD CL
- - - PROPOSED TOP OF CURB LINE



**FREESSE AND NICHOLS, INC.**  
801 Cherry Street, Suite 2600  
Fort Worth, TX 76102  
Phone - (817) 735-7300  
Web - www.freesseni.com

CITY OF STEPHENVILLE  
**HARBIN DRIVE**  
CIVIL  
**STORM DRAIN SD-B1 PLAN AND PROFILE**  
STA. 18+00 TO STA. 22+00

NO.	ISSUES	BY	DATE	FEIN JOB NO.	STE19752
DESIGNED	LR		AUG 2021		
DRAWN	EB				
REVISIONS	REVISED	FILE NAME			
CHECKED					

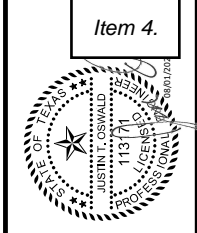
CV-RT-PP-SD11.dgn

REVISIONS: 0

VERIFY SCALE: Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET **SD-** 26

Item 4.



**FREESSE AND NICHOLS**  
 801 Cherry Street, Suite 2600  
 Fort Worth, TX 76102  
 Phone - (817) 735-7300  
 Web - www.freese.com

CITY OF STEPHENVILLE  
**HARBIN DRIVE**  
 CIVIL

**STORM DRAIN SD-B1 PLAN AND PROFILE**  
 STA. 26+50 TO STA. 30+50

NO.	ISSUES	BY	DATE	FEIN JOB NO.	STE19752

NO.	ISSUES	DATE	DESIGNED	LR	EB

NO.	ISSUES	DATE	DESIGNED	LR	EB

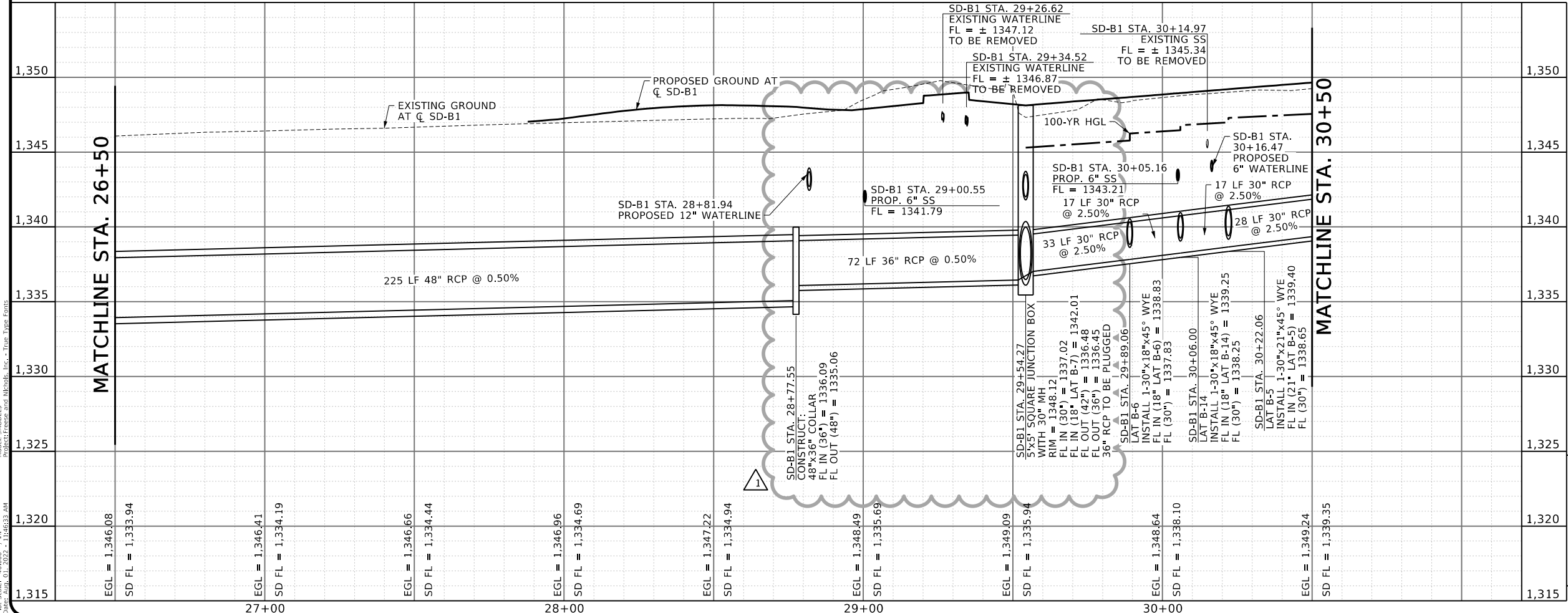
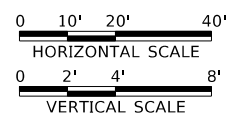
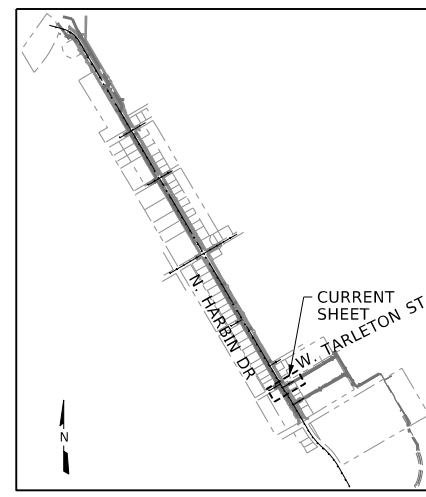
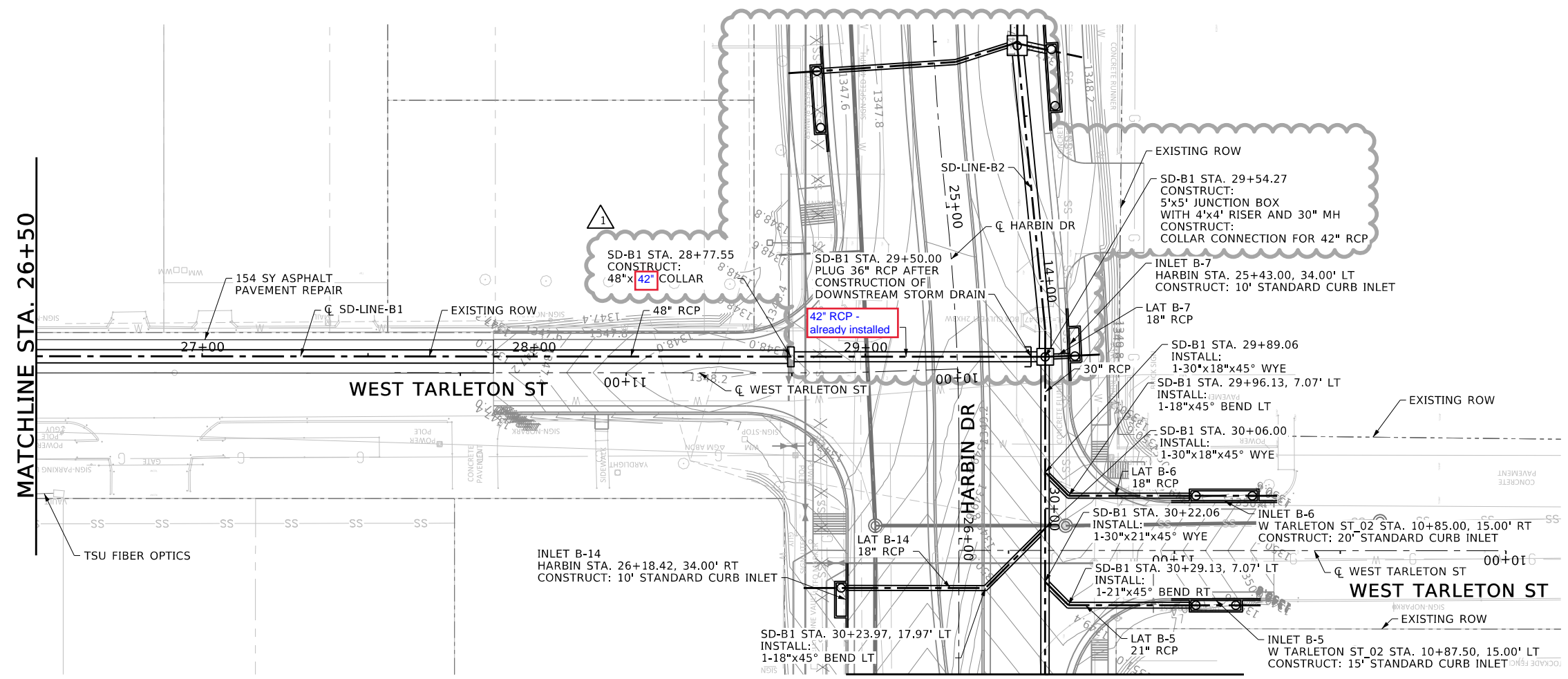
SEQ. SHEET **SD-** 27

MATCHLINE STA. 26+50

MATCHLINE STA. 26+50

MATCHLINE STA. 30+50

MATCHLINE STA. 30+50



**PROFILE LEGEND**

- EXISTING GRADE @ SD  $\phi$
- PROPOSED GRADE @ SD  $\phi$
- - - 100-YR HGL
- - - PROPOSED DITCH @ SD  $\phi$
- PROPOSED TOP OF CURB LINE

MicroStation V8 User: 02637  
 SACCOUNTS: N:\Drawings\5. Drainage\cv-trt-pp-sd13.dgn  
 Plot Scale: 40.0000" = 1'-0"  
 Date: Aug. 01, 2022 - 1:46:33 AM  
 Project: Freese and Nichols, Inc. - True Type Font

Item 4.



**FREESSE & NICHOLS**  
801 Cherry Street, Suite 2600  
Fort Worth, TX 76102  
Phone - (817) 795-7300  
Web - www.freese.com

CITY OF STEPHENVILLE  
**HARBIN DRIVE**  
CIVIL  
**STORM DRAIN SD-B2 PLAN AND PROFILE  
BEGIN TO STA. 13+00**

NO.	ISSUES	BY	DATE	F&N JOB NO.	STE19752

DESIGNED	LR	EB
AUG 2021		

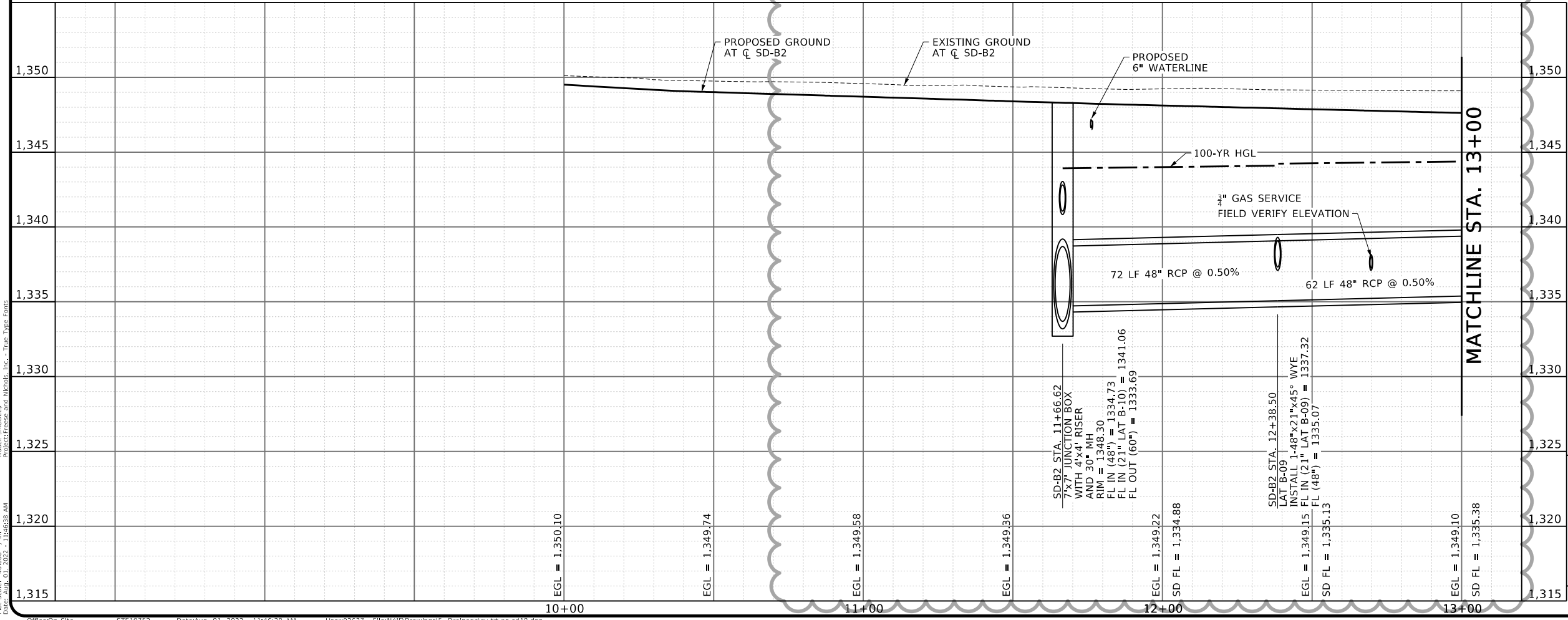
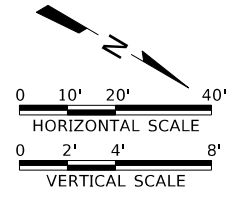
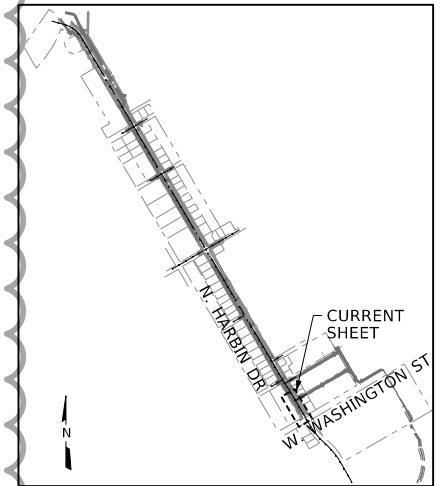
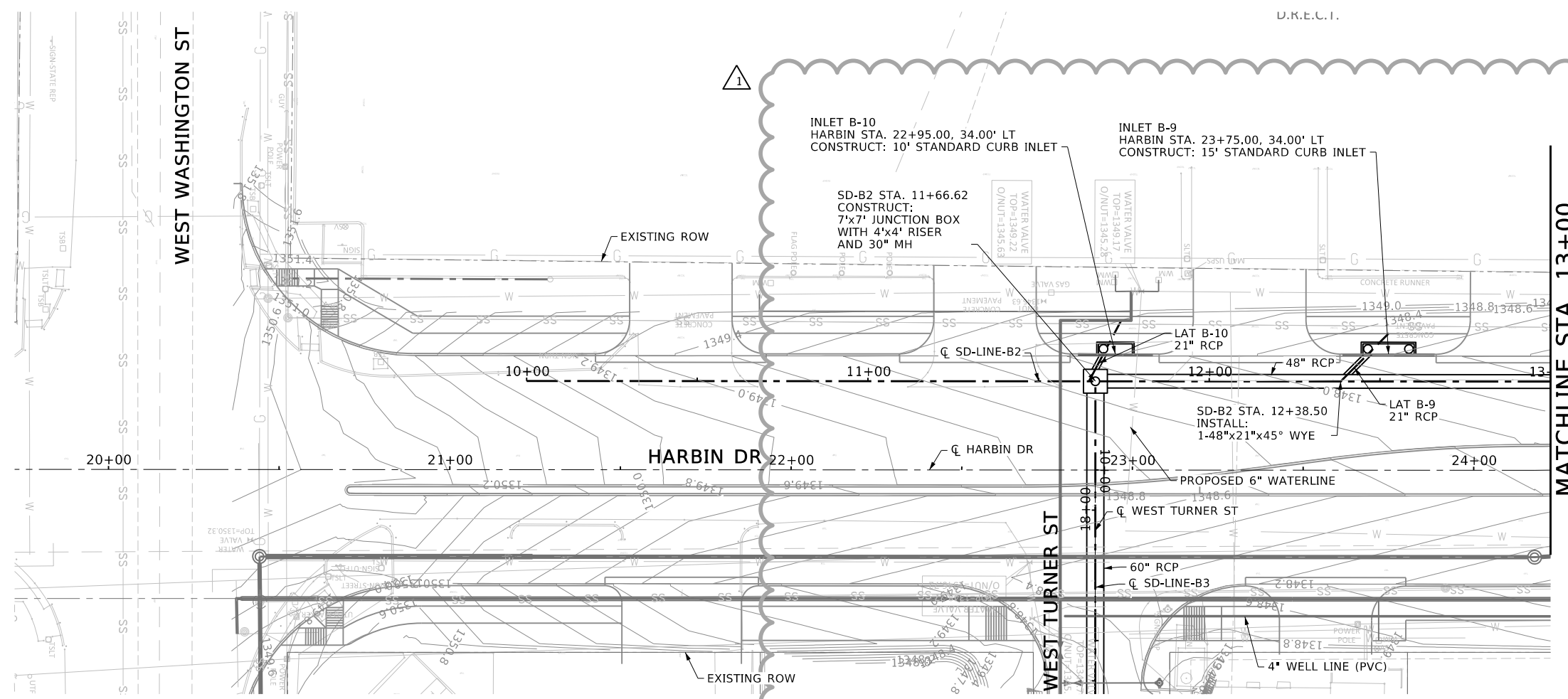
  

REVISION	FILE NAME
AUG 2022	CV-RT-PP-SD18.dgn

REVISED SHEET	VERIFY SCALE
0	1

Bar is one inch on original drawing.  
If not one inch on this sheet, adjust scale.

D.R.E.C.I.



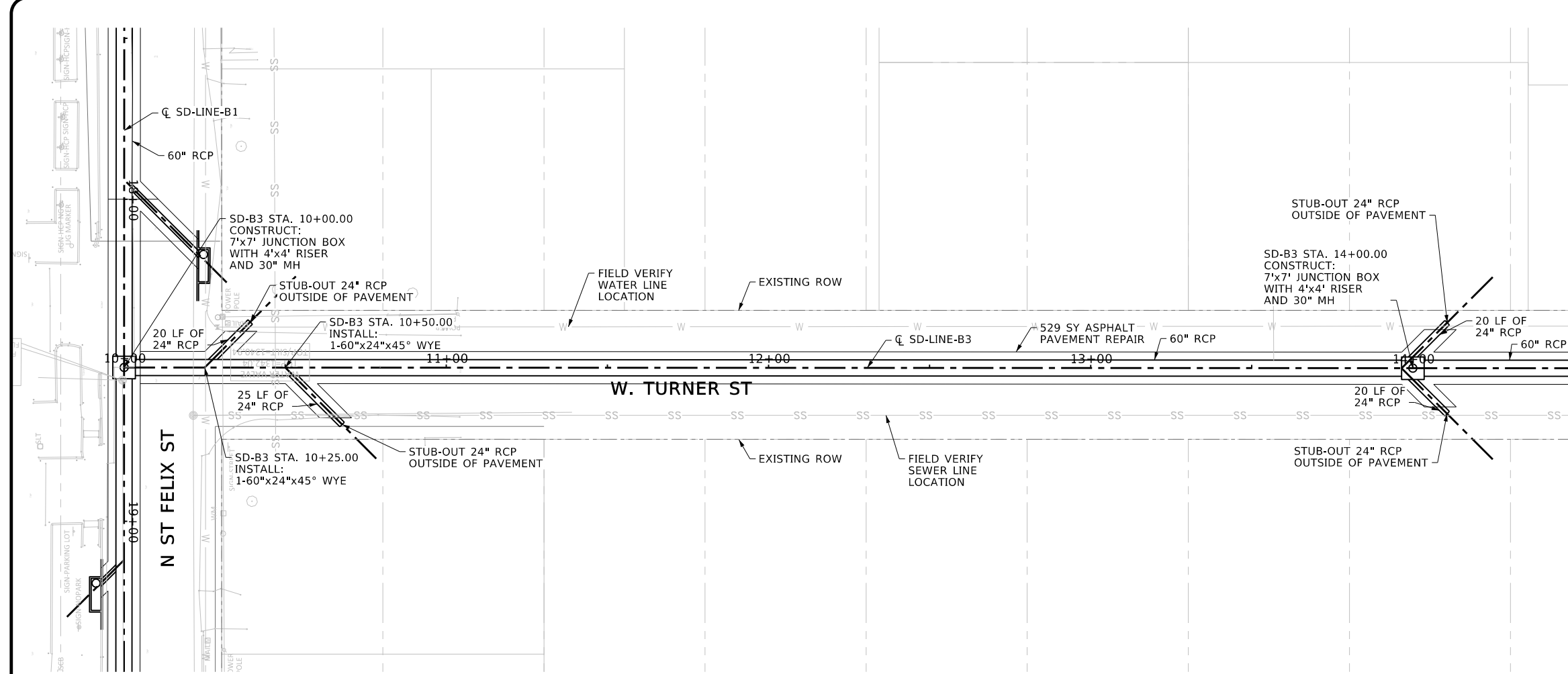
**PROFILE LEGEND**

- - - - - EXISTING GRADE @ SD CL
- — — — — PROPOSED GRADE @ SD CL
- - - - - 100-YR HGL
- - - - - PROPOSED DITCH @ SD CL
- - - - - PROPOSED TOP OF CURB LINE

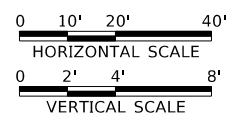
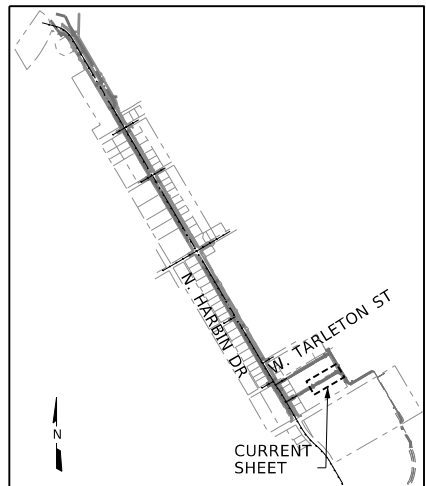
MicroStation V8 User: 02637  
s:\accounts\N\Drawings\3 - Drainage\cv-trt-pp-sd18.dgn  
Plot Scale: 40,000 x 1 in.  
Date: Aug 01, 2022 - 11:46:38 AM  
Project: Freese and Nichols, Inc. - True Type Font



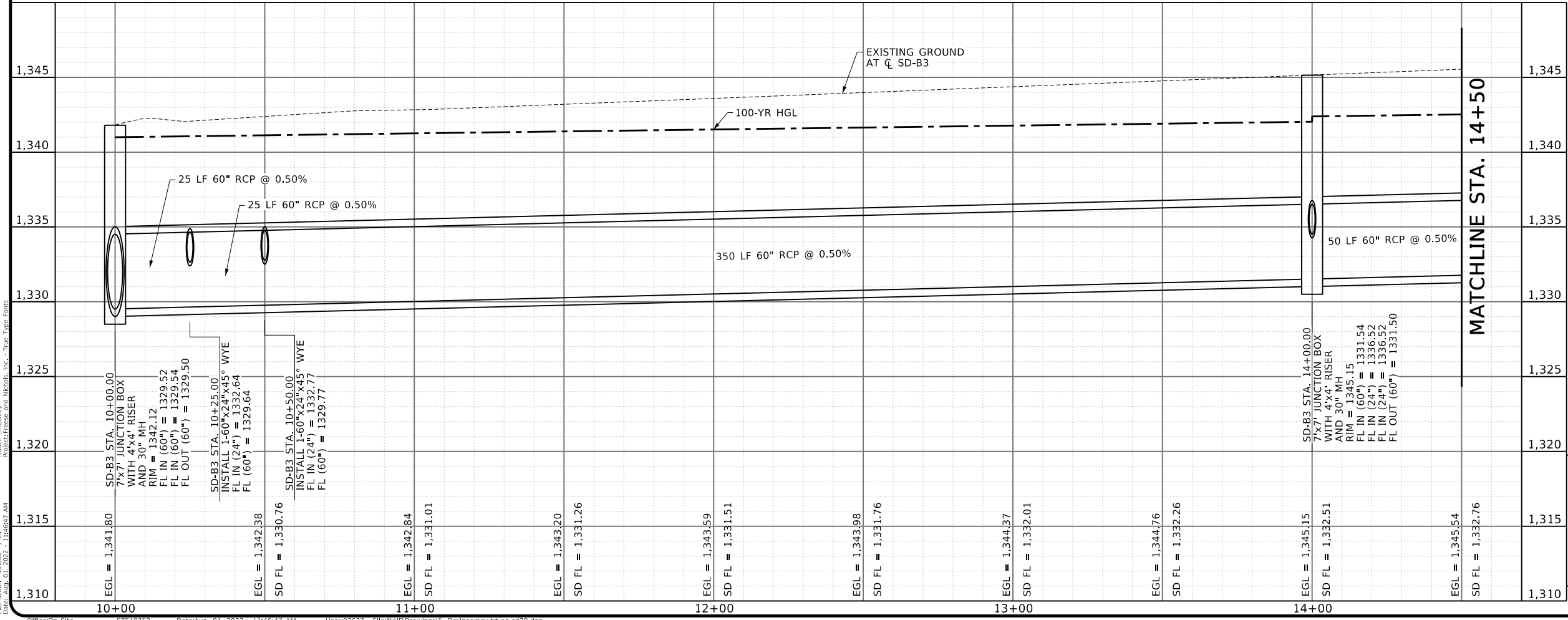




**CAUTION!!!**  
 EXISTING OVERHEAD ELECTRICAL LINES IN AREA CONTACT UTILITY 48 HOURS PRIOR TO CONSTRUCTION



1 ISSUE NEW SHEET



**PROFILE LEGEND**

- EXISTING GRADE @ SD CL
- PROPOSED GRADE @ SD CL
- - - 100-YR HGL
- - - PROPOSED DITCH @ SD CL
- - - PROPOSED TOP OF CURB LINE

Item 4.

JUSTIN T. OSWALD  
 LICENSED PROFESSIONAL ENGINEER  
 STATE OF TEXAS  
 LICENSE NO. 11371

**FREESSE & NICHOLS**  
 CIVIL ENGINEERS  
 801 Cherry Street, Suite 2600  
 Fort Worth, TX 76102  
 Phone - (817) 795-7300  
 Web - www.freesse.com

CITY OF STEPHENVILLE  
**HARBIN DRIVE**  
 CIVIL  
**STORM DRAIN SD-B3 PLAN AND PROFILE FROM BEGIN TO STA. 14+50**

NO.	ISSUES	BY	DATE	FEIN JOB NO.	STE19752
DESIGNED	LR		AUG 2021		
DRAWN	EB				
REVISED	CHECKED				
FILE NAME	cv-rt-pp-sd20.dgn				

VERIFY SCALE: Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET **SD-30**

SEQ. 165A



Item 4.



**FREES & NICHOLS**  
801 Cherry Street, Suite 2600  
Fort Worth, TX 76102  
Phone - (817) 735-7300  
Web - www.freese.com

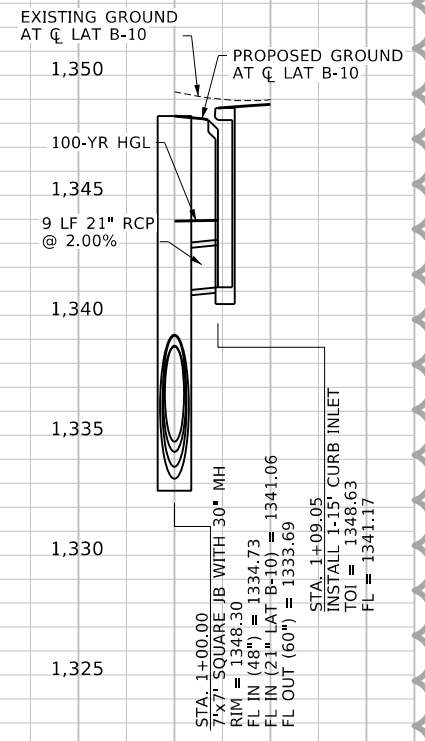
CITY OF STEPHENVILLE  
**HARBIN DRIVE**  
CIVIL  
**STORM DRAIN LATERALS**  
**B-5 THRU B-10 AND B-13 THRU B-15**

NO.	ISSUES	BY	DATE	FEN JOB NO.	STE19752
DESIGNED	LR		AUG 2021		
DRAWN	SS				
REVISION		LAR	AUG 2022		
CHECKED					
FILE NAME	cv-tr-pr-LATS02.sht				

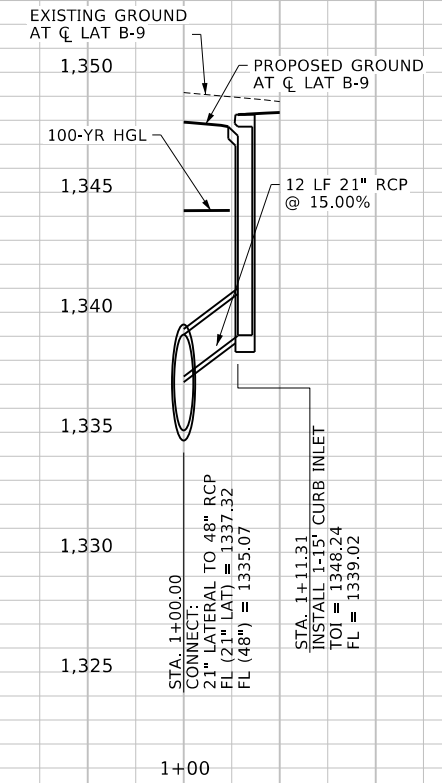
REVISION SHEET  
VERIFY SCALE Bar is one inch on original drawing.  
0 if not one inch on this sheet, adjust scale.  
SHEET  
SDLAT  
SEQ. 32

FREES & NICHOLS, INC.  
TEXAS REGISTERED ENGINEERING FIRM F-2144

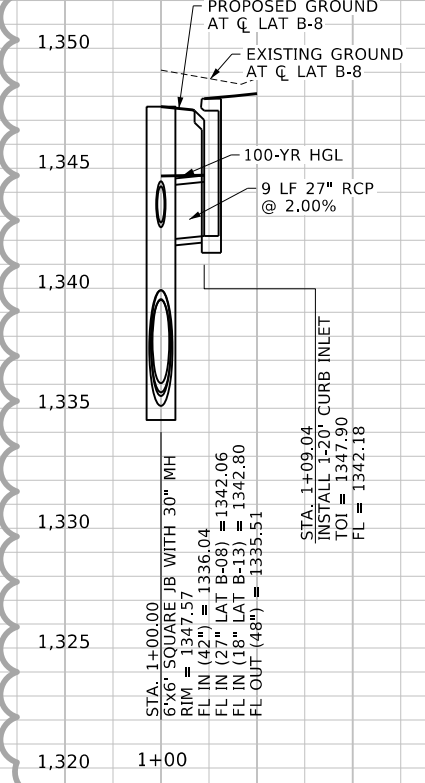
**LAT B-10**



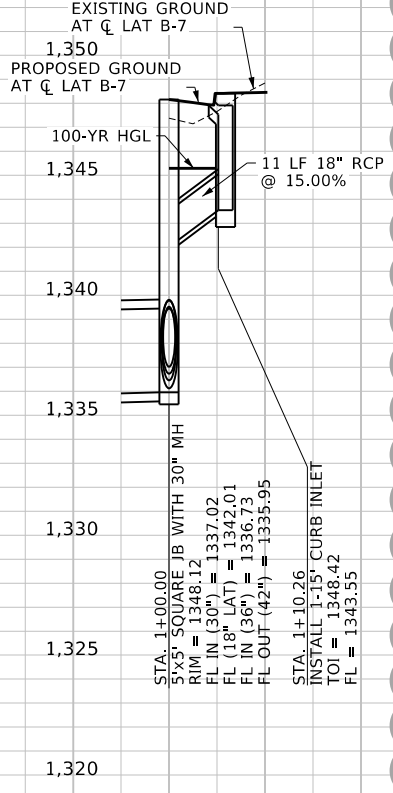
**LAT B-9**



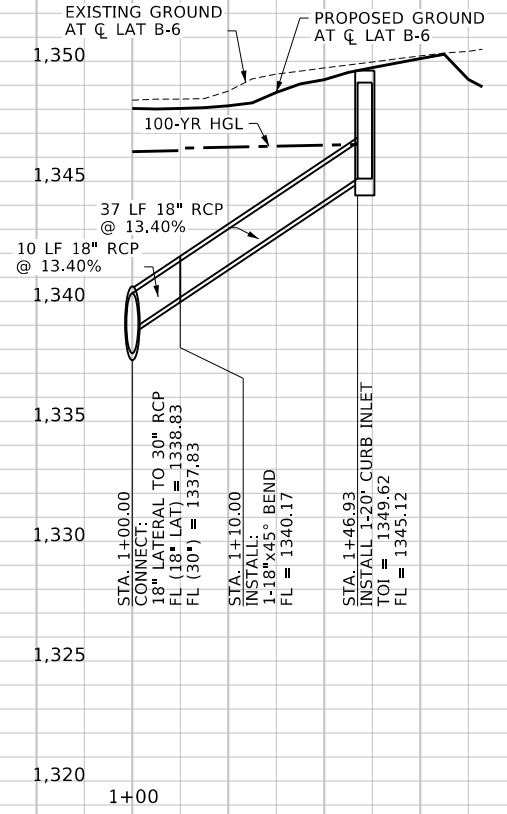
**LAT B-8**



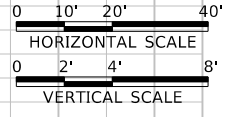
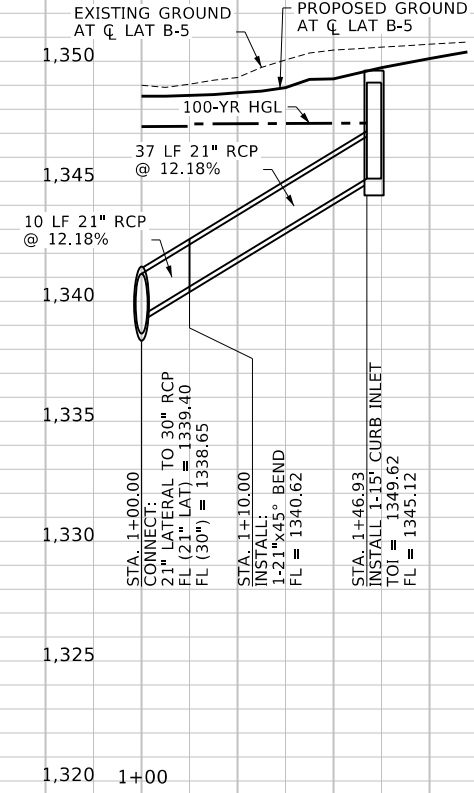
**LAT B-7**



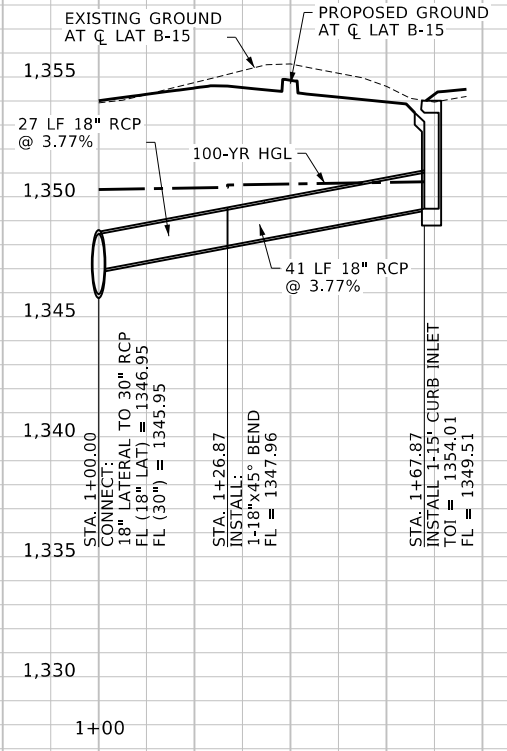
**LAT B-6**



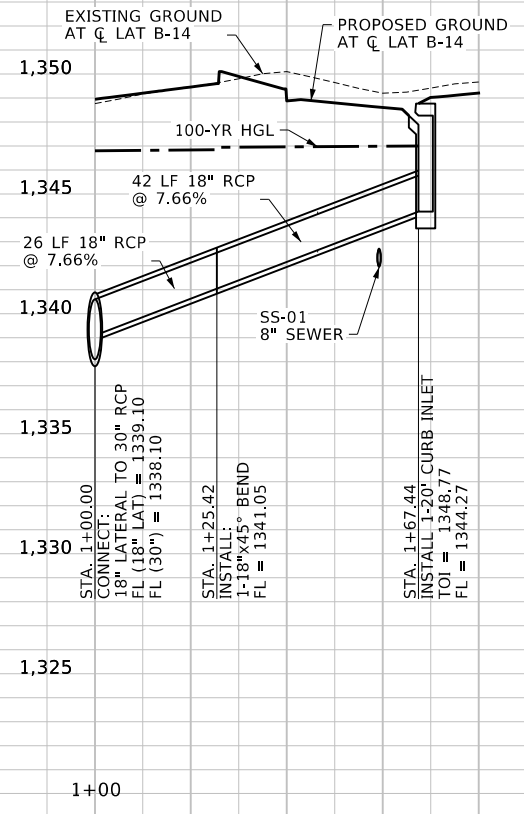
**LAT B-5**



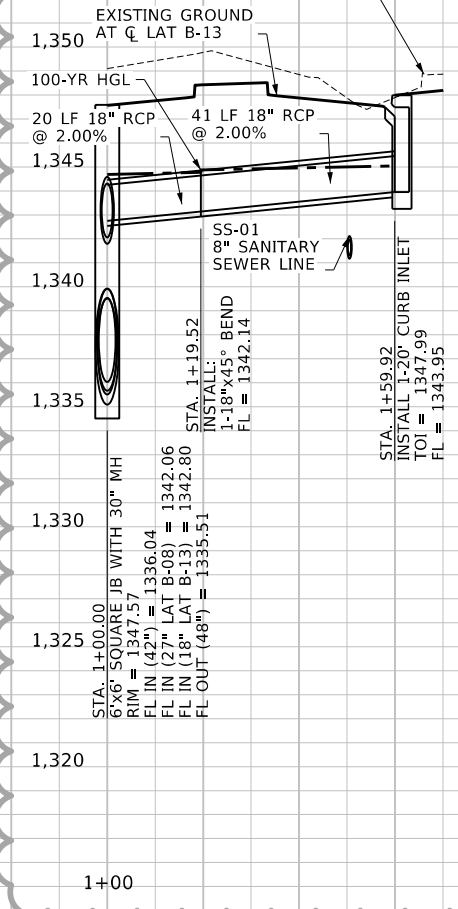
**LAT B-15**



**LAT B-14**



**LAT B-13**



MicroStation V8 User: 02637  
S:\ACCOUNTS\N\H\Drawings\5\_Drainage\cv-tr-pr-LATS02.sht  
Plot Scale: 40,000' = 1" (1:40000)  
Date: Aug 01, 2022 - 1:14:22 PM  
Project: Freese and Nichols, Inc. - True Type Fonts



## STAFF REPORT

**SUBJECT:** Tarleton Memorandum of Understanding – Convocation Center  
**MEETING:** Council Meeting – 03 Jan 2023  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding (MOU) with Tarleton State University (TSU) to provide for the installation of storm water drainage line under Turner Street as part of the Harbin Drive Improvements Project.

### BACKGROUND:

A separate MOU was originally executed with a subsequent Amendment No. 1, whereby TSU committed to providing \$1.4 million to provide for campus stormwater improvements in conjunction with the Harbin Drive Improvements Project, that was approved by the city council on August 6, 2019. Amendment No. 1 was approved at the January 4, 2022 regular business meeting. The proposed MOU is related to, but separate from, the previous MOU.

### PROJECT:

Discussions with city and university staff have produced the proposed MOU. The proposed MOU serves to accommodate the university's request to abandon the stormwater line that was installed using the original project alignment under Tarleton Street and install new, larger diameter, stormwater line under Turner Street.

The proposed MOU has been reviewed and approved by the city attorney. Additionally, the proposed MOU has been signed by the university. A copy is attached for reference.

### FISCAL IMPACT SUMMARY:

The proposed MOU indicates the university will reimburse the city for the additional design services cost, not to exceed \$28,000 as well as the cost of the construction improvements at \$534,397.50. An appropriate change order and exhibits are included as part of the MOU.

### ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval of the proposed MOU; or
2. Recommend alternate language to the proposed MOU.

### ADVANTAGES:

1. Recommending approval of the MOU provides formal documentation identifying the university's continued partnership to provide for the cost of some campus stormwater relief in association with the Harbin project.

### DISADVANTAGES:

1. No disadvantages are identified at this time.

### ATTACHMENTS:

[MOU – Convocation Center Drainage](#)



## STAFF REPORT

---

**SUBJECT:** Accept Grant Award from Firehouse Subs

**DEPARTMENT:** Fire Department

**STAFF CONTACT:** Robert Isbell

### RECOMMENDATION:

Staff recommends approval for the expenditure of a grant award from Firehouse Subs.

### BACKGROUND:

The Firehouse Subs Public Safety Foundation Inc. Lifesaving Equipment award is to provide lifesaving equipment to first responders. The Stephenville Fire Department was awarded \$29,045.96 for the purchase of new rescue extrication tools. The Fire department will utilize this grant to purchase a new Holmatro rescue tool set. The grant covers the purchase at 100% and no additional funds are needed to put this system in service. The tools are bid directly through Firehouse Subs Foundation and the award is to be used through their vendor.

### FISCAL IMPACT SUMMARY:

None

### ALTERNATIVES

Deny acceptance and purchase a new rescue tool set through budget.

# Estimate

11/30/2022 4:06:41 PM

**BILL TO: City of Stephenville  
298 W. Washington Street  
Stephenville TX 76401**



Holmatro, Inc.  
505 McCormick Drive  
Glen Burnie MD 21061  
USA

**APPROVED**

**Customer:**

~~FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION  
12735 GRAN BAY PARKWAY  
SUITE 150  
JACKSONVILLE FL 32258  
USA~~

Phone: 410-768-9662

Phone: (904) 606-5208

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
Q000004824	Net 30 days	11/28/2022	1/27/2023	15	USD US Dollar
Quantity	Item	Unit Price	Extended Price		
1	1.000 EA 159.000.063 PCU50 CUTTER	8,266.8800	8,266.88		
2	1.000 EA 159.000.064 PSP40 SPREADER	8,538.2400	8,538.24		
3	1.000 EA 159.000.207 PTR50 TELESCOPIC RAM	6,885.7600	6,885.76		
4	6.000 EA 151.000.583 BATTERY PBPA287	486.40000	2,918.40		
5	2.000 EA 151.000.742 CHARGER PBCH2 115 VOLT	385.92000	771.84		
6	1.000 EA 151.001.902 TRE05 EXTENSION PIPE	659.84000	659.84		
7	3.000 EA 159.000.218 SURCHARGE PENTHEON TOOL	285.00000	855.00		
8	6.000 EA 159.000.219 SURCHARGE BATTERY	25.00000	150.00		

SHIPPING, INSURANCE, AND SALES TAX IS NOT INCLUDED IN ESTIMATE

<b>Sale Amount:</b>	29,045.96
<b>Surcharge:</b>	N/A
<b>Sales Tax:</b>	0.00
<b>Misc Charges:</b>	0.00
<b>Total Amount:</b>	29,045.96

\*\* Items are FOB Glen Burnie, MD 21061 unless otherwise noted.



**Firehouse Subs Public Safety Foundation, Inc.**

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

**MEMO OF UNDERSTANDING- FUNDING AGREEMENT**

**December 2, 2022**

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.  
*All purchases must match the quantities and equipment approved in the original grant request and approved quote.*


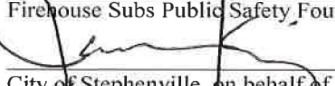
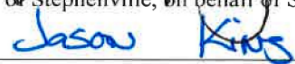
**Firehouse Subs Public Safety Foundation Responsibilities**

- Firehouse Subs Public Safety Foundation will award funding to **City of Stephenville, on behalf of Stephenville Fire Department, Stephenville, TX** for **\$29,045.96** to be used toward the direct purchase of **Holmatro Cutter, Spreader, Ram, Ram Extension & Accessories.**

**City of Stephenville, on behalf of Stephenville Fire Department Responsibilities**

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
  - a. **Purchase** the equipment on Approved Quote Q000004824 from Holmatro by presenting it to Siddons-Martin.
  - b. **NOTE: DO NOT PREPAY** for the equipment order at the time of purchase
2. **Confirm Receipt of ACH Transfer** by emailing [procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com)
3. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
  - a. All signed and dated packing slips
  - b. Copies of paid invoices, verifying your organization’s name as the customer and matching the vendor quote(s)
  - c. A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
4. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
  - a. Email [procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com) with notification of excess funds within 30 days of purchase
  - b. Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
5. If purchases exceed funding, **City of Stephenville, on behalf of Stephenville Fire Department** is responsible for the additional amount.

**VERY IMPORTANT: Deadline for submitted documentation is March 1, 2023.**

	12/15/2022
_____ Firehouse Subs Public Safety Foundation	_____ Date
	12-14-22
_____ City of Stephenville, on behalf of Stephenville Fire Department Representative (Signature)	_____ Date
	12-14-22
_____ City of Stephenville, on behalf of Stephenville Fire Department Representative Name (Print)	_____ Date





# DSTAFF REPORT

**SUBJECT:** Case No.: RZ2022-021

Applicant Ophelia Mosbey, representing Moways Communications, LLC, is requesting a rezone of property located at 0 College Farm Rd, Parcel R77880, being 0.809 acres of CITY ADDITION; BLOCK 91; LOT 1(P.T OF) of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Industrial (I) to Multifamily Residential District (R-3).

**DEPARTMENT:** Development Services

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

## RECOMMENDATION:

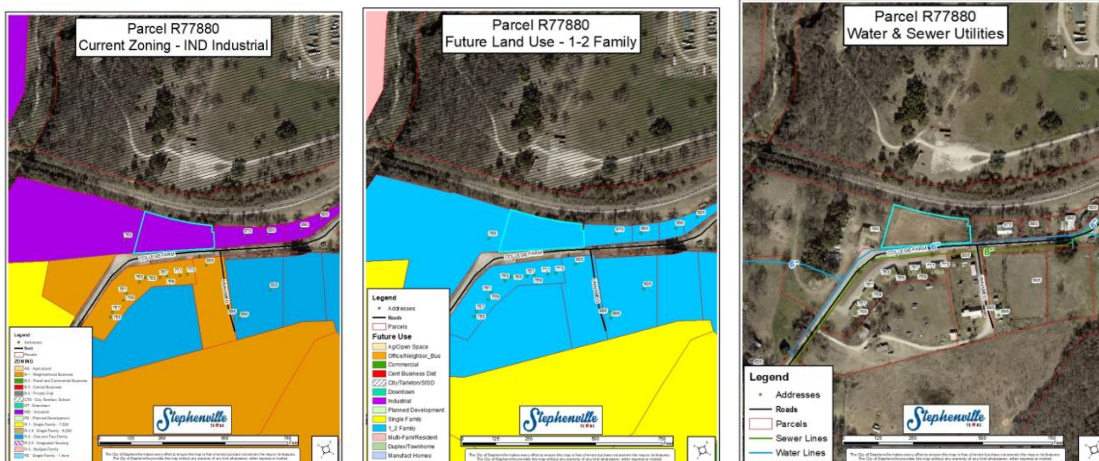
The Planning and Zoning Commission convened on October 19, 2022, and by a vote of 4-1-1, recommended the City Council approve the rezoning request. During the process of review for the rezone request, the property was conveyed from the previous owner to Moways Communications. As a result, the legal description was changed, negating the actions of the Commission, prompting the case to be resubmitted for consideration.

The Planning and Zoning Commission convened again on December 21, 2022, and held a Public Hearing to reconsider the case. Two letters of opposition were received. The Commission, by a vote of 4-2, recommended the City Council approve the rezoning request.

## BACKGROUND:

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

## PROPERTY PROFILE:



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

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

### **5.6.B Permitted Uses.**

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

### **5.6.C Conditional Uses.**

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

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

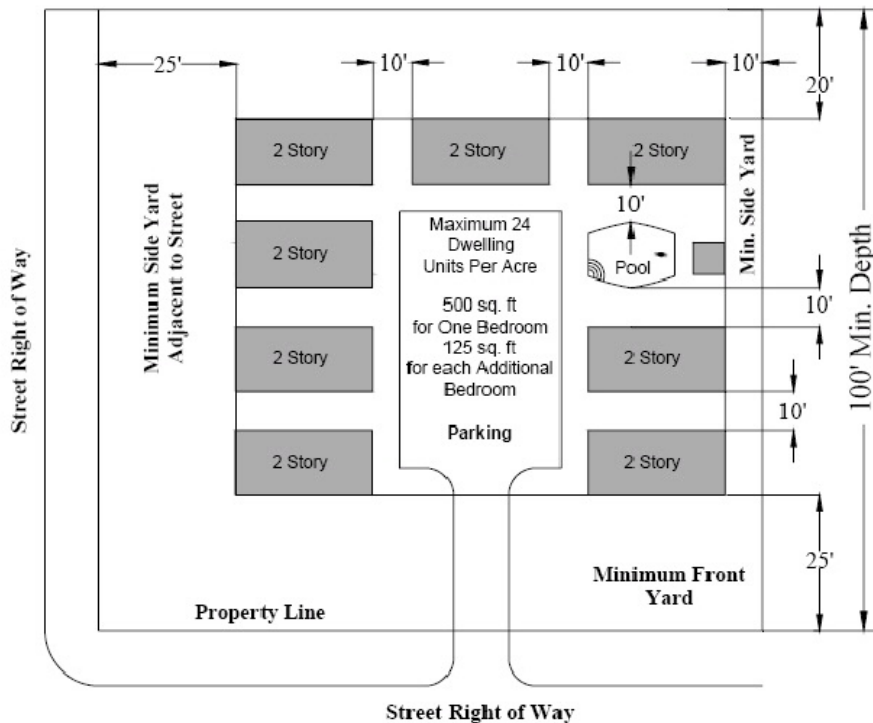
- (D) *Multiple family dwellings.*
  - (1) Minimum lot area: maximum density of 24 dwelling units per acre, which includes parking, access and all other area improvements.
  - (2) Minimum lot depth: 100 feet.
  - (3) Minimum depth of front setback: 25 feet.
  - (4) Minimum depth of rear setback: 20 feet.

- (5) Minimum width of side setback:
- Internal lot: ten feet.
  - Corner lot: 25 feet from intersecting side street.
- (6) Building size: Minimum area of each dwelling unit: 500 ft<sup>2</sup> for one bedroom or less plus 125 ft<sup>2</sup> of floor area for each additional bedroom.
- (7) Maximum height of structures: 35 feet.
- (8) Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.

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

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

##### Multiple Family Dwelling



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

#### FACTORS TO CONSIDER:

- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?

- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel – is land large enough and in property location for proposed use?
- Reasonable Use of Property – does proposed change provide reasonable use of property?
- Zoning has great discretion – deny if applicant has not proven it is in the best interest of City to approve

#### **ALTERNATIVES:**

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



# Parcel R77880 200 Ft Buffer



**Legend**

- ◆ Addresses
- Roads
- 200 Ft Buffer
- Parcels



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



# Parcel R77880

## Current Zoning - IND Industrial

Item 6.



**Legend**

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



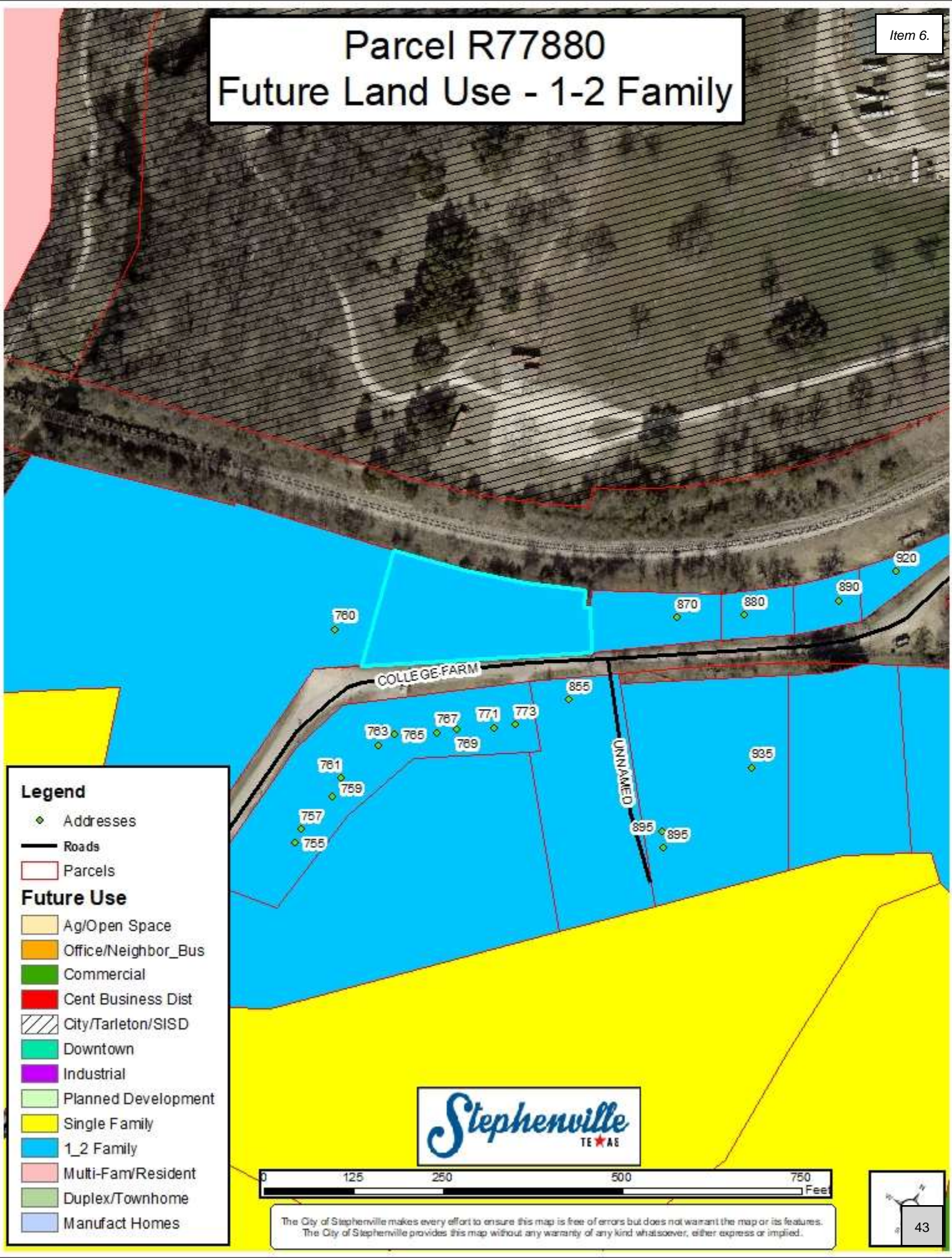
The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either express or implied.



# Parcel R77880

## Future Land Use - 1-2 Family

Item 6.



### Legend

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

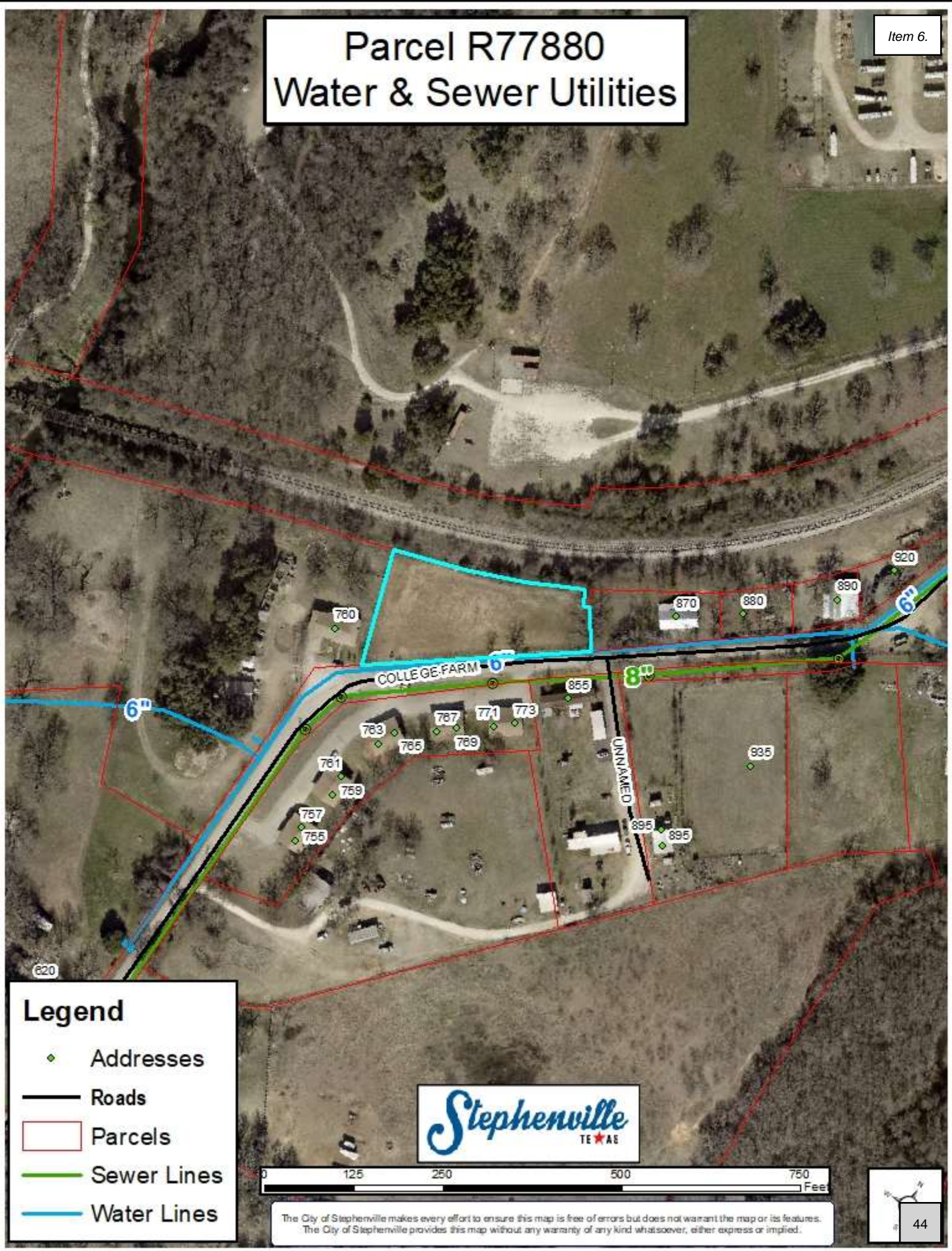


The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either express or implied.



# Parcel R77880 Water & Sewer Utilities

Item 6.



### Legend

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



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



# Parcel R77880 Address List

Item 6.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000029922	755 COLLEGE FARM RD	BACHUS JAMES O FAMILY TRUST	PO BOX 552	STEPHENVILLE	TX	76401
R000042780	1500 COLLEGE FARM	BOARD OF REGENTS OF THE TX A&M UNIVERSITY SYSTEM	301 TARROW STREET 6TH FLOOR	COLLEGE STATION	TX	77840-7896
R000014966	0 N PADDOCK & VANDERBILT	FORT WORTH & WESTERN RAILROAD	6300 RIDGLEA PLACE STE 1200	FORT WORTH	TX	76116-5738
R000040797	895 COLLEGE FARM RD	GALE RONALD	895 COLLEGE FARM RD APT 11	STEPHENVILLE	TX	76401
R000077880	0 COLLEGE FARM RD	MOWAYS COMMUNICATIONS LLC	1319 BELHAM RIDGE CT	SPRING	TX	77379
R000072743	855 COLLEGE FARM RD	OXFORD WILLIAM H	159 S GRAHAM	STEPHENVILLE	TX	76401
R000029923	0 COLLEGE FARM RD	OXFORD WILLIAM H	PO BOX1298	STEPHENVILLE	TX	76401
R000029950	760 COLLEGE FARM RD	REED DEBORAH	760 COLLEGE FARM RD	STEPHENVILLE	TX	76401
R000029948	880 COLLEGE FARM RD	RUST WADE	524 PR1709	GORDON	TX	76453
R000029945	870 COLLEGE FARM RD	STEWART DENNY J	870 COLLEGE FARM RD	STEPHENVILLE	TX	76401

# SURVEY PLAT

## LEGEND:

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

## NOTES:

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

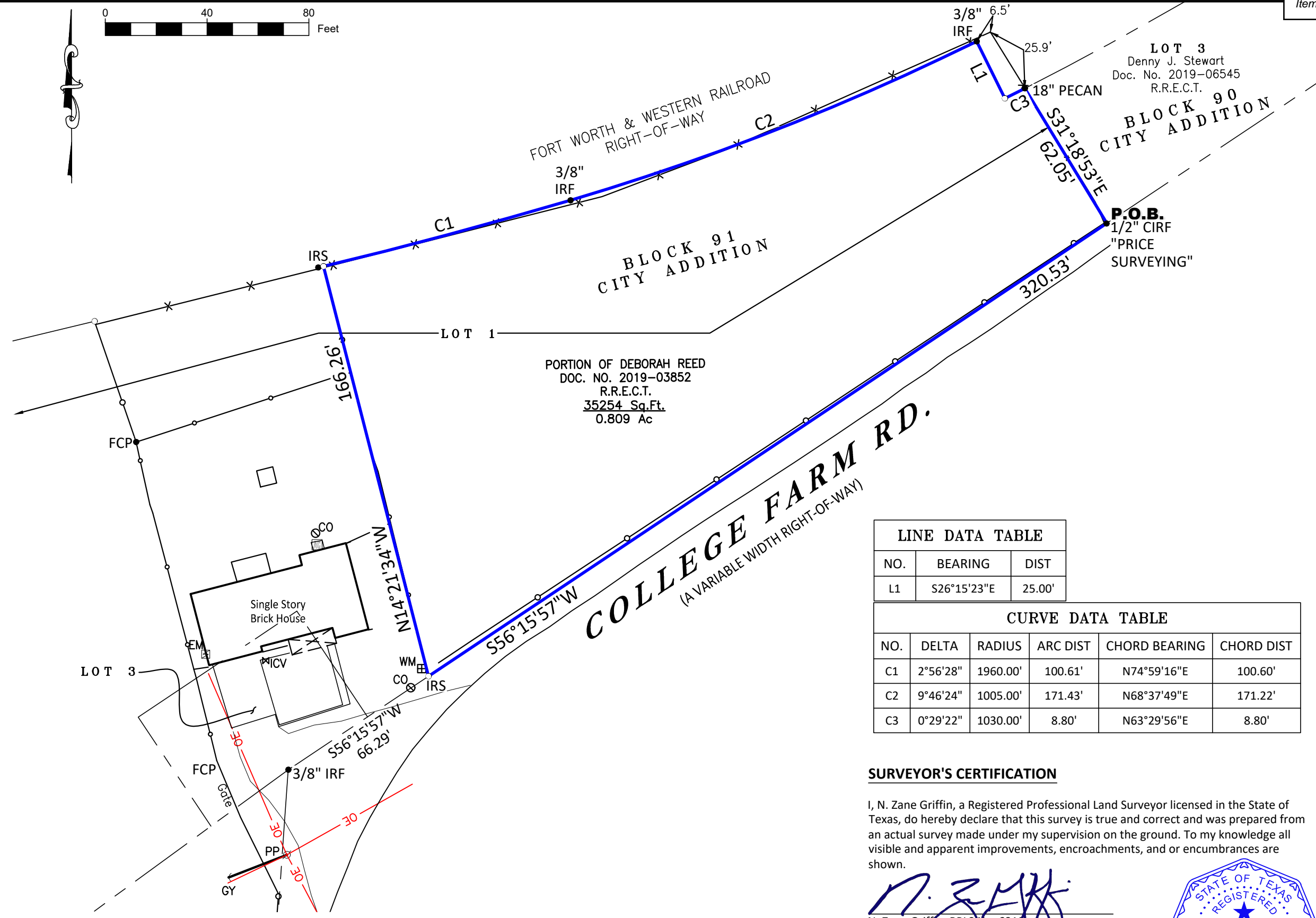
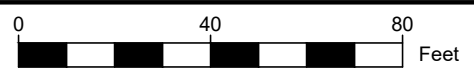
## SCHEDULE "B" ITEMS:

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

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



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



**LINE DATA TABLE**

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

**CURVE DATA TABLE**

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

## SURVEYOR'S CERTIFICATION

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

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



**ORDINANCE NO. 2023-O-46**

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

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

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

Being Block 91; Lots 1 (PT OF) of the City Addition to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R77880, being 0.809 acres, in the Erath County Appraisal District Records, located at 760 College Farm Road

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

**PASSED AND APPROVED** this the 3rd day of January 2023.

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

ATTEST:

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

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

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



# STAFF REPORT

**SUBJECT:** Case Nos.: RZ2022-026 and PP2022-002

Applicant Casey Raitz, representing RF Land Holdings, LLC, is requesting a rezone with simultaneous approval of the Preliminary Plat for property located at 0 E Collins Street, Parcel R29629, being 5.29 acres of CITY ADDITION, BLOCK 65, LOT 1 (Pt. OF) of the City of Stephenville, Erath County, Texas from Neighborhood Business District (B-1) to Single Family Residential District (R-1)

**DEPARTMENT:** Development Services

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

## RECOMMENDATION:

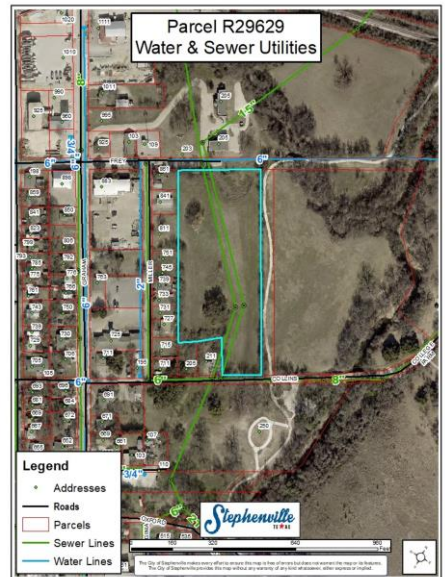
The Comprehensive Plan for future land use designates this property to be Single Family Residential.

## BACKGROUND:

Recent rezoning cases in the vicinity have been approved resulting in residential construction along Miller Street. The property has two 15" sanitary sewer lines traversing the property that will require easements remain dedicated to the city. Vertical construction within these easements will be prohibited.

The Planning and Zoning Commission convened on December 21, 2022, and held a Public Hearing. The Commission voted unanimously (6-0) to approve the rezone request. The Commission also granted conditional approval of the replat as presented by staff. Should the City Council deny the rezoning request, the plat shall also be denied pursuant to Sec. 155.4.03 of the zoning code.

## PROPERTY PROFILE:



**STAFF COMMENTS:**

Should the rezone be recommended for approval, staff requests the Preliminary Plat be approved with the following conditions:

1. Provide 20'x20' triangular sight visibility easements on each side of Callum's Circle.
2. Show front, side and rear setbacks.
3. Identify Callum's Circle as private road and privately maintained.
4. Confirm Cul de Sac is 96' diameter.
5. Confirm easement for sewer is dedicated to COS. Verify the Shared Access & Utility Easement encompassed all of Lot 10.
  - a. Municipal Utility Easement required to encompass both existing 15" sewer lines through Lot 9.
  - b. Water line extension required from Frey to Collins. Municipal Utility Easement required to encompass proposed water line through Lot 9.
6. Show ROW for E Collins as a Collector having a min. 70' ROW. Additional dedication will be required, unless waiver request is granted.
7. Identify as Lot 10 as common area (possibly same for Lot 9), to be maintained by HOA.
8. Establish HOA.
9. Floodplain Easement to encompass 100-yr floodplain plus 10' buffer. Statement of restrictions to be placed on face plat. (*ORD. Sec. 155.6.08.C.*)

**Sec. 155.4.03. General subdivision and platting procedures.**

- A. *Plats Required for Land Subdivision.* A Preliminary Plat or Minor Plat shall be approved prior to any land division that is subject to these regulations and prior to commencement of any new development.
- B. *Replats and Amending Plats.*
  1. *Replat.* A Replat, in accordance with State law, and the provisions of Section 4.08 shall be required any time a platted, recorded lot is further divided or expanded, thereby changing the boundary and dimensions of the property.
  2. *Amending Plat.* In the case of minor revisions to recorded Plats or lots, an Amending Plat may also be utilized if in accordance with Section 4.09.
- C. *Zoning.*
  1. *Conformance with Existing Zoning.* All Applications shall be in conformance with the existing zoning on property inside the City Limits.
  2. *Request to Rezone First.* If an Applicant seeks to amend the zoning for the property, the request to rezone the land shall be submitted and approved prior to acceptance of an Application for filing of a plat, unless as otherwise provided below.
    - a. The Applicant may request approval from the City Administrator to submit an application simultaneous with the zoning change request, in which case the Application for the zoning amendment shall be acted upon first, provided that the Application is accompanied by a properly executed Waiver of Right to 30-Day Action (due to the more lengthy time frame necessary to advertise and process zoning Applications).
    - b. In the event that the requested zoning amendment is denied, the Plat Application shall also be rejected or denied.

**Sec. 154.05.3. Single-family residential district (R-1) (7,500 ft<sup>2</sup>).**

**5.3.A Description.** This residential district provides for a generally lesser density city neighborhood development. The primary land use allows for single-family dwelling development appropriate to a city-style neighborhood. Other uses

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

### 5.3.B Permitted Uses.

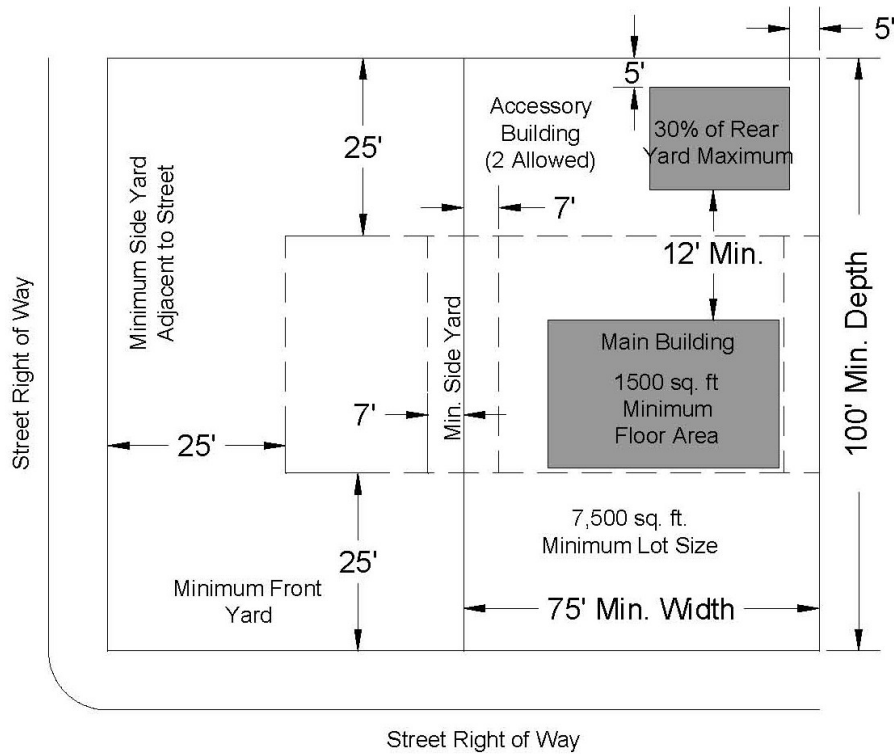
- (1) Single-family detached dwelling, limited to occupancy by a family having no more than three individuals who are unrelated by blood, legal adoption, marriage, or conservatorship. The owner and any agent of the owner shall be legally responsible for directly or indirectly allowing, permitting, causing,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

### 5.3.C Conditional Uses.

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

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

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

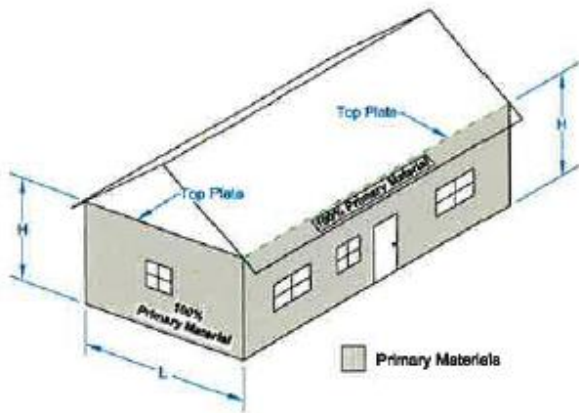


**5.3.E Parking Regulations.** A Single-Family, R-1 District lot shall provide a minimum of two vehicle parking spaces, with a driveway connecting the parking spaces with a street or alley and meet all the pertinent requirements contained in this ordinance, Section 11, Parking Regulations of this ordinance.

**5.3.F Type of Construction.**

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

### 5.3.F Exterior Building Material Standards



#### **NEW CONSTRUCTION**

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

#### **EXISTING STRUCTURES**

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

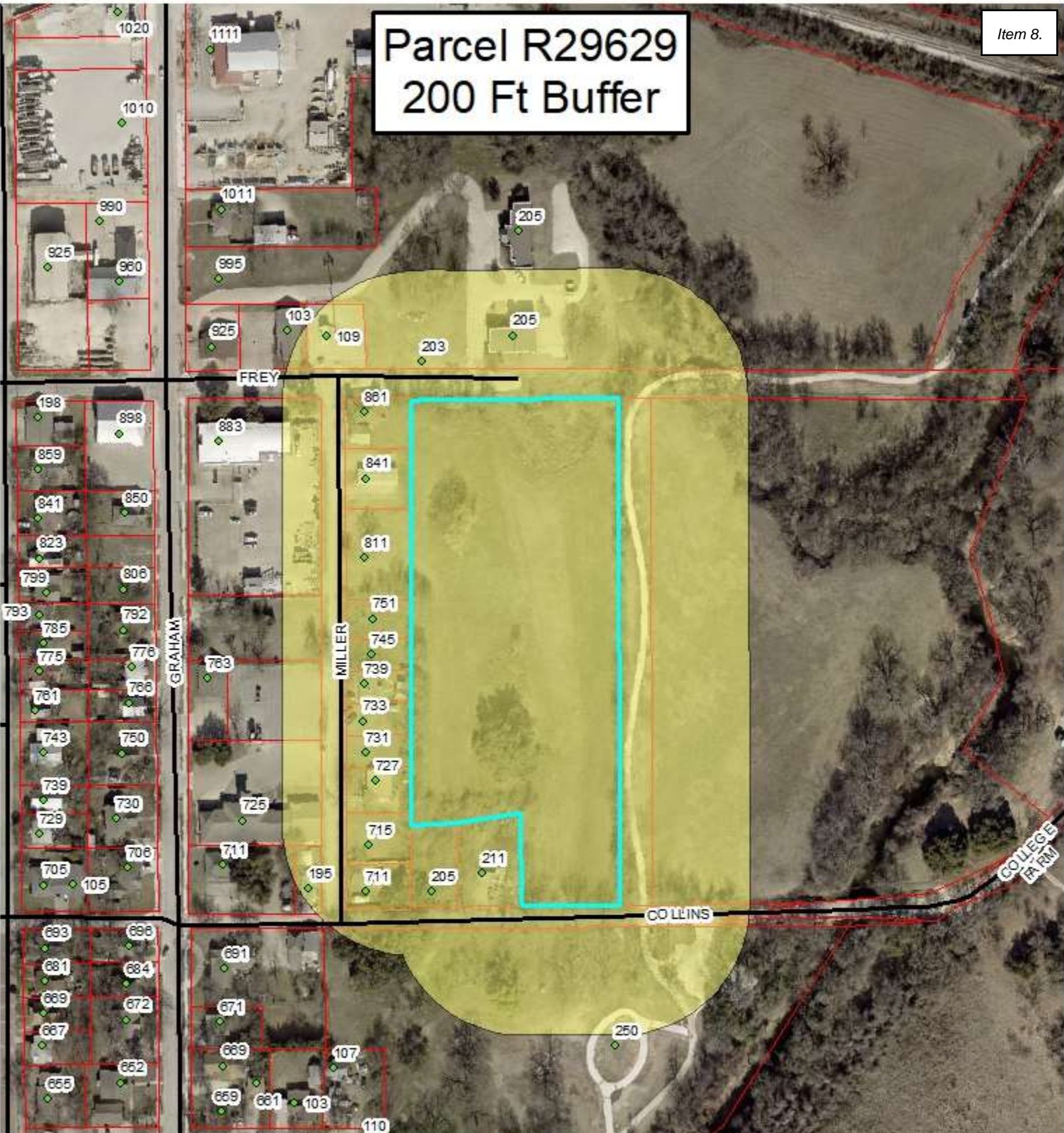
(Ord. 2011-26, passed 12-6-2011)

#### **ALTERNATIVES:**

- 1) Accept the recommendation of the Planning and Zoning Commission and approve the rezoning request.
- 2) Reject the recommendation of the Planning and Zoning Commission and deny the rezoning request. Such action will also result in the denial of the Preliminary Plat.



# Parcel R29629 200 Ft Buffer



## Legend

- ◆ Addresses
- Roads
- 200 Ft Buffer
- Parcels



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



# Parcel R29629 Current Zoning - B1 Neighborhood Business



**Legend**

- ◆ Addresses
- Roads
- ▭ Parcels

**ZONING**

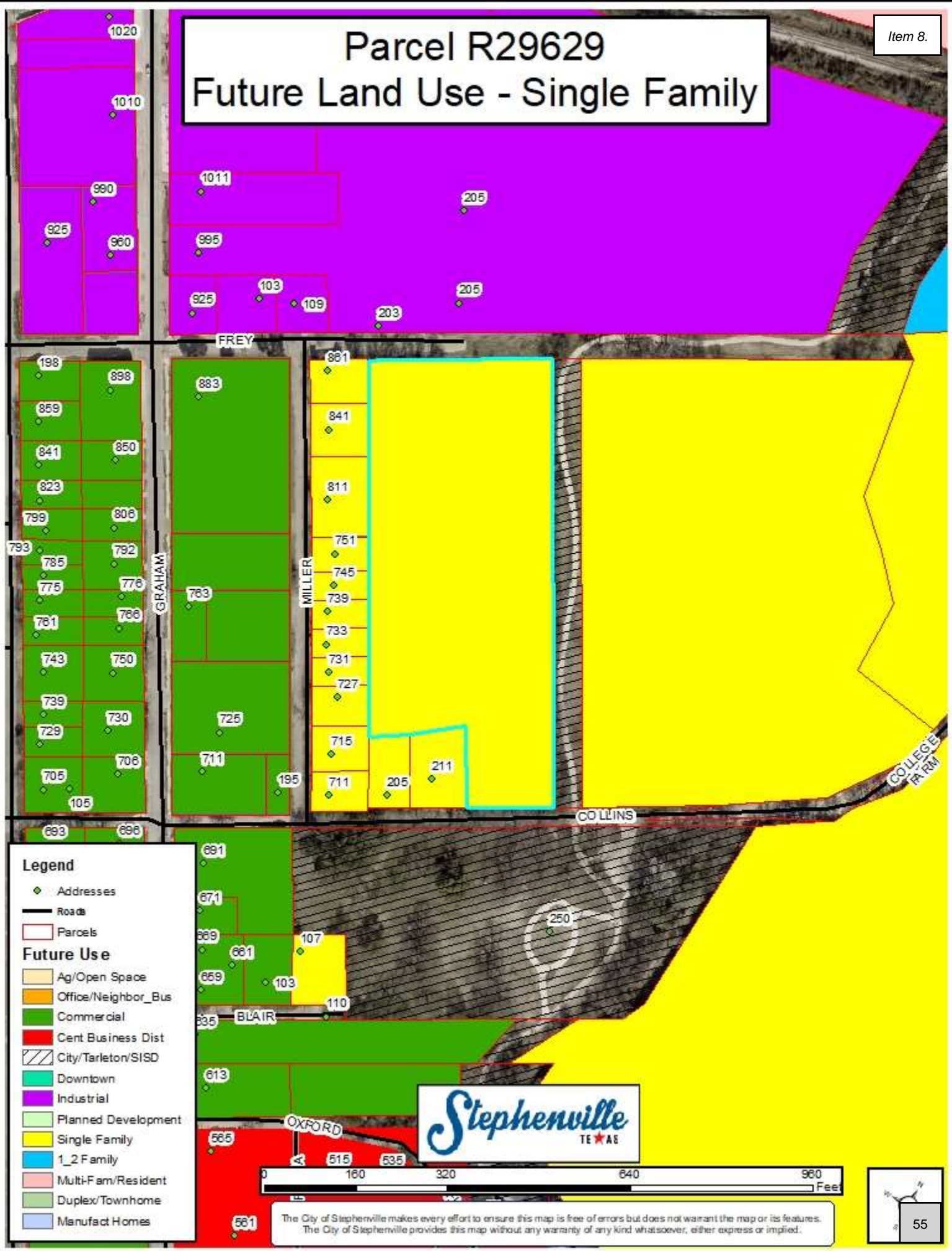
- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tarellon, School
- DT - Downtown
- IND - Industrial
- PD - Planned Development
- R-1 - Single Family - 7,500
- R-1.5 - Single Family - 6,000
- R-2 - One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



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



# Parcel R29629 Future Land Use - Single Family



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



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



# Parcel R29629 Water & Sewer Utilities



**Legend**

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



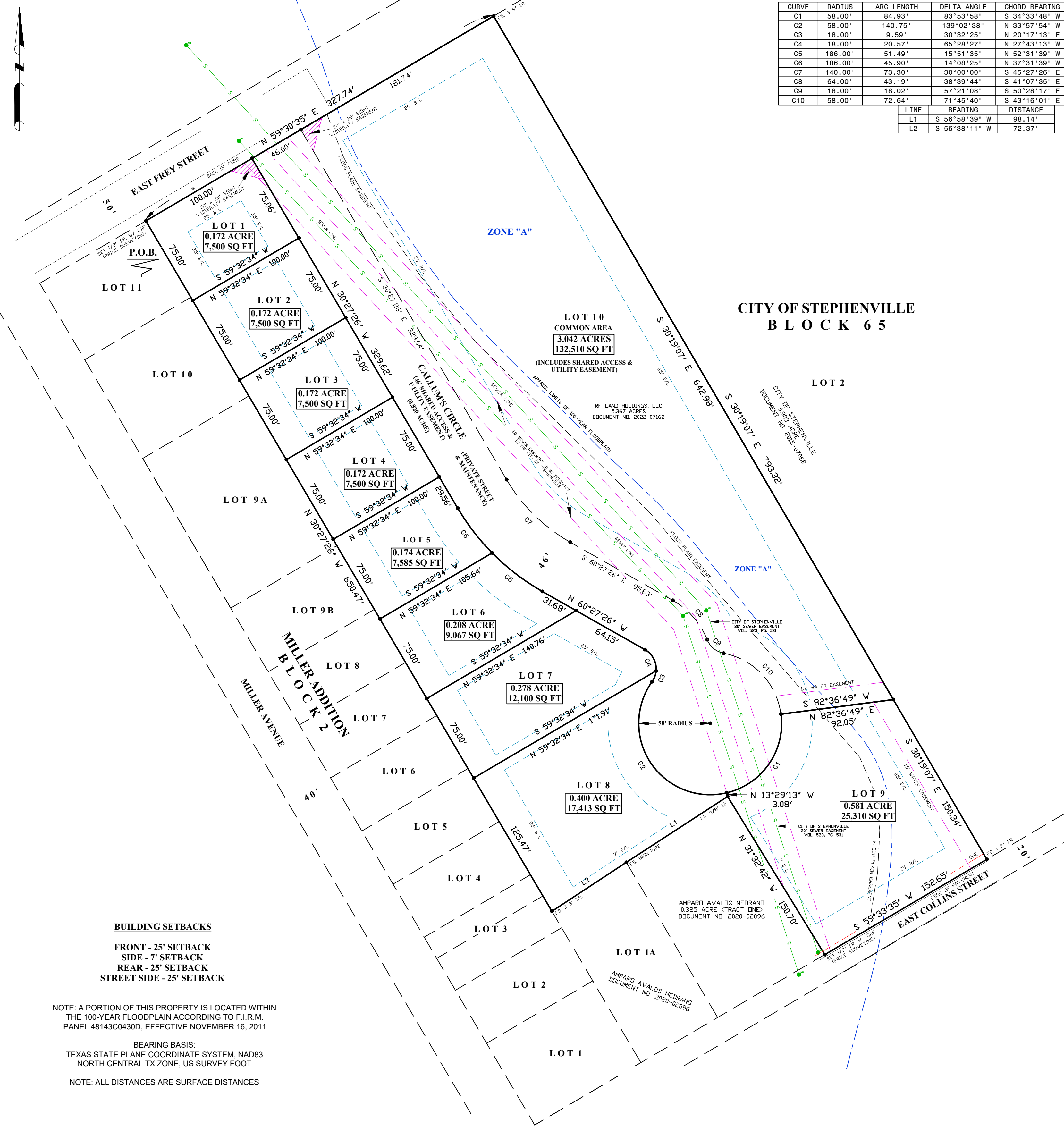
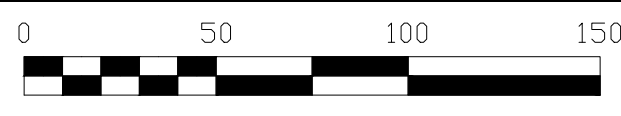
The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features. The City of Stephenville provides this map without any warranty of any kind whatsoever, either express or implied.

# Parcel R29629 Address List

Item 8.

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000029970	109 E FREY	BACHUS JAMES O FAMILY TRUST	PO BOX 552	STEPHENVILLE	TX	76401-0552
R000029969	103 E FREY	BACHUS JAMES O FAMILY TRUST	PO BOX 552	STEPHENVILLE	TX	76401-0552
R000032525	727 N MILLER	BENHAM WANDA	553 TIMBERWOLF TRAIL	STEPHENVILLE	TX	76401
R000032517	711 N GRAHAM	BOUCHER DAVID	400 TIMBER RIDGE DR	STEPHENVILLE	TX	76401
R000063036	0 E COLLINS	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000075699	0 E COLLINS ST	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000075698	0 E COLLINS ST	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000029966	205 E FREY	CTMS INC	PO BOX 1457	STEPHENVILLE	TX	76401
R000032523	711 MILLER	GUERRERO GUADALUPE	660 CR 260	DUBLIN	TX	76446
R000032531	751 MILLER	GUYNN TARA	751 N MILLER	STEPHENVILLE	TX	76401
R000032532	841 MILLER	HARRIS DALE & DEBBY	102 WILLOW LANE	STEPHENVILLE	TX	76401
R000032518	725 N GRAHAM	HARRIS METHODIST ERATH CO	611 RYAN PLAZA DR SUITE 660	ARLINGTON	TX	76011
R000062853	0 MILLER	HARRIS PROFESSIONAL BUILDING CORP	611 RYAN PLAZA DR SUITE 660	ARLINGTON	TX	76011
R000032521	787 N GRAHAM	HARRIS PROFESSIONAL BUILDING CORP	611 RYAN PLAZA DR SUITE 660	ARLINGTON	TX	76011
R000032516	195 COLLINS	KOHO JENNY BARRETT	195 COLLINS	STEPHENVILLE	TX	76401
R000032530	811 MILLER	MATAI MAURO CONCEICAO	1361 ROSE DR	STEPHENVILLE	TX	76401
R000029630	205 COLLINS	MEDRANO AMPARO AVALOS	608 E LONG	STEPHENVILLE	TX	76401
R000040206	211 E COLLINS	MEDRANO AMPARO AVALOS	608 E LONG	STEPHENVILLE	TX	76401
R000032533	861 MILLER	METHODIST CHURCH	861 N MILLER	STEPHENVILLE	TX	76401-0000
R000032528	739 MILLER	NAVARRO JOSE JUIS, RAUL, & MARIA TERESA VILLAREAL	739 N MILLER ST	STEPHENVILLE	TX	76401
R000032522	883 N GRAHAM	ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 219071	DALLAS	TX	75221-9071
R000032524	715 MILLER	PRESCHER CUSTOM HOMES LLC	10049 ELDORADO DR	BURLESON	TX	76028
R000029629	0 E COLLINS ST	RF LAND HOLDINGS LLC	1111 N GRAHAM ST	STEPHENVILLE	TX	76401
R000032526	731 MILLER	VILLAREAL RAUL NAVARRO	739 N MILLER ST	STEPHENVILLE	TX	76401
R000032527	733 MILLER	VILLAREAL RAUL NAVARRO	739 N MILLER ST	STEPHENVILLE	TX	76401
R000063085	0 COLLEGE FARM RD	VLB%DAVENEL DEBRA J	620 COLLEGE FARM RD	STEPHENVILLE	TX	76401
R000032529	745 MILLER	WAKELAND REJEANA D & STEVEN J WAKELAND	1099 PIERCE RD	RED OAK	TX	75154





CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	58.00'	84.93'	83°53'58"	S 34°33'48" W	77.54'
C2	58.00'	140.75'	139°02'38"	N 33°57'54" W	108.67'
C3	18.00'	9.59'	30°32'25"	N 20°17'13" E	9.48'
C4	18.00'	20.57'	65°28'27"	N 27°43'13" W	19.47'
C5	186.00'	51.49'	15°51'35"	N 52°31'39" W	51.32'
C6	186.00'	46.90'	14°08'25"	N 37°31'39" W	45.79'
C7	140.00'	73.30'	30°00'00"	S 45°27'26" E	72.47'
C8	64.00'	43.19'	38°59'44"	S 41°07'35" E	42.37'
C9	18.00'	18.02'	87°21'08"	S 50°28'17" E	17.27'
C10	58.00'	72.64'	71°45'40"	S 43°16'01" E	67.99'

LINE	BEARING	DISTANCE
L1	S 56°58'39" W	98.14'
L2	S 56°38'11" W	72.37'

**LAND DESCRIPTION**

Of a 5.37 acres tract of land, being part of Lot 1 in Block 65 of the City of Stephenville, Erath County, Texas, as shown on King's 1956 Map of Stephenville, adoption and dedication thereof recorded in Volume 381, Page 105 of the Deed Records of Erath County, Texas; being all of a certain 5.367 acres tract deeded to RF Land Holdings, LLC in Document No. 2022-07162 of the Official Public Records of Erath County, Texas; and being further described by metes and bounds as follows:

Beginning at a set 1/2" iron rod with cap (PRICE SURVEYING) in the south line of East Frey Street and at the northeast corner of Lot 11 in Block 2 of Miller Addition to the City of Stephenville, for the northwest and beginning corner of this tract.

Thence with the south line of said East Frey Street, N. 59 deg. 30 min. 35 sec. E. 327.74 feet to a found 3/8" iron rod at the northwest corner of a certain 0.903 acre tract deeded to the City of Stephenville in Document No. 2015-07068 of said Official Public Records, for the northeast corner of this tract and said Lot 1.

Thence S. 50 deg. 19 min. 07 sec. E. 793.32 feet to a found 1/2" iron rod in the north line of East Collins Street and at the southwest corner of said 0.903 acre tract, for the southeast corner of this tract.

Thence with the north line of said East Collins Street, S. 59 deg. 33 min. 35 sec. W. 152.65 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) at the southeast corner of a certain 0.325 acre tract (Tract One) deeded to Amparo Avalos Medrano in Document No. 2020-02093 of said Official Public Records, for the southerly southwest corner of this tract.

Thence leaving said East Collins Street, N. 31 deg. 32 min. 42 sec. W. 150.70 feet to a found 3/8" iron rod at the northeast corner of said 0.325 acre tract, for an ell corner of this tract.

Thence S. 56 deg. 58 min. 39 sec. W. 98.14 feet to a found iron pipe at the northwest corner of said 0.325 acre tract and at the northeast corner of Lot 1A in said Block 65, for a corner of this tract.

Thence S. 56 deg. 38 min. 11 sec. W. 72.37 feet to a found 3/8" iron rod at the northwest corner of said Lot 1A and in the east line of Lot 3 in Block 2 of said Miller Addition, for the westerly southwest corner of this tract.

Thence with the east line of Block 2 of said Miller Addition, N. 30 deg. 27 min. 26 sec. W. 650.47 feet to the place of beginning.

**Easements:**

Any public utility, including the City, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths on any of the easements or Right-of-Way shown on the Plat (or filed by separate instrument that is associated with said property); and any public utility, including the City, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone. Easements shall be maintained by property owners. The City can move trees or any other improvements and does not have the responsibility to replace them.

**Floodplain Easement Restriction:**

Construction within the floodplain may only occur with the written approval of the City. A request for construction within the floodplain easement must be accompanied with detailed engineering plans and studies indicating that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners or the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of one (1) foot above the 100-year flood elevation as determined by analyzing the ultimate build-out conditions of the entire drainage basin.

- Existing creeks, lakes, reservoirs, or drainage channels traversing along or across portions of this addition, will remain as an open channel at all times and will be maintained by the individual owners of the lot or lots that are traversed by the drainage courses along or across said lots. The City will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion. Each property owner shall keep the natural drainage channels traversing his/her property clean and free of debris, silt, or any substance, which would result in unsanitary conditions. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur.
- The natural drainage channel, as in the case of all natural drainage channels, are subject to storm water overflow and natural bank erosion. The City shall not be liable for damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from a failure of any structure(s) within the natural drainage channels. The natural drainage channel crossing each lot is shown by the Floodway easement line as shown on the plat. If a Subdivision alters the horizontal or vertical floodplain, a FEMA Floodway map revision may be required.

**OWNER'S CERTIFICATE**

Now therefore know all men by these presents:

That, RF Land Holdings, LLC, owner, does hereby adopt this plat designating the herein described property as Lots 1 thru 10, Block 1, Calder's Corner Addition to the City of Stephenville, Erath County, Texas, and does hereby dedicate to the Public use forever, the easements shown thereon. The easements shown thereon are hereby reserved for the purposes as indicated. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed, reconstructed, or placed upon, over or across the easements shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use the same.

Any, and all public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way endanger or interfere with the construction, maintenance, efficiency of its respective system on the easements and all public utilities shall at all times have full right of ingress and egress to or from and upon reconstructing, inspecting, patrolling, maintaining, respective systems without the necessity at any time of procuring the permission of anyone.

Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and/or for any maintenance and service required or ordinarily performed by that utility. The easements dedicated are for the specific use of installing and maintaining water, sewer, electrical, natural gas, telephone, fiber or cablevision lines, and are not intended to be used for garbage dumpsters, the collection of garbage, or for the use of garbage vehicles in any manner.

This plat approved, subject to all platting ordinances, rules, regulations and resolutions of The City of Stephenville, Erath County, Texas.

Witness my hand, This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

RF Land Holdings, LLC - Casey Raitz

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed and in the capacity stated.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_

My Commission Expires On \_\_\_\_\_

**BUILDING SETBACKS**

- FRONT - 25' SETBACK
- SIDE - 7' SETBACK
- REAR - 25' SETBACK
- STREET SIDE - 25' SETBACK

NOTE: A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO F.I.R.M. PANEL 48143C0430D, EFFECTIVE NOVEMBER 16, 2011

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

NOTE: ALL DISTANCES ARE SURFACE DISTANCES

CITY OF STEPHENVILLE  
ERATH COUNTY, TEXAS

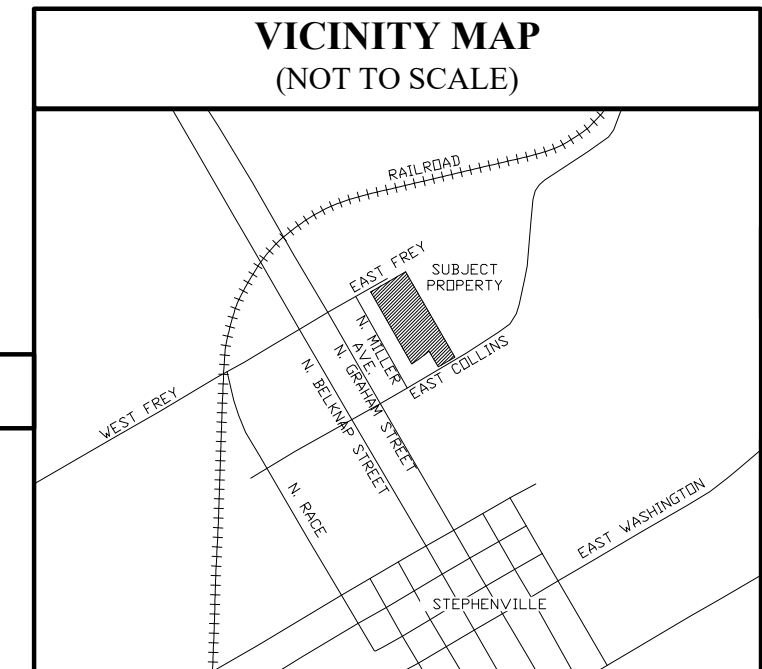
\_\_\_\_\_, Director of Development Services \_\_\_\_\_ Date of Approval \_\_\_\_\_

Attest: \_\_\_\_\_, City Secretary \_\_\_\_\_ Date \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

THIS is to certify that I, MATTHEW K. PRICE, A Registered Professional Land Surveyor of the State of Texas, have platted the above property from an actual survey on the ground and that all lot corners, angle points, and points of curve will be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direct supervision on September 14, 2022.

Matthew K. Price, R.P.L.S. No. 6284  
JN221438 221185.CRD FN221147



**PRELIMINARY PLAT**  
**LOTS 1 THRU 10, BLOCK 1**  
**CALDER'S CORNER**

OF A 5.37 ACRES TRACT OF LAND OUT OF LOT 1 IN BLOCK 65 OF THE CITY OF STEPHENVILLE, ERATH COUNTY, TEXAS, ACCORDING TO KING'S 1956 MAP OF STEPHENVILLE, ADOPTION AND DEDICATION THEREOF RECORDED IN VOLUME 381, PAGE 105 OF THE DEED RECORDS OF ERATH COUNTY, TEXAS

OWNER	SURVEYOR
RF Land Holdings, LLC	Matthew K. Price Price Surveying, LP FIRM# 10194051 1100 E Washington Street Stephenville, TX 76401 254-965-5489

**ORDINANCE NO. 2023-O-47**

**AN ORDINANCE REZONING THE LAND DESCRIBED FROM NEIGHBORHOON BUSINESS DISTRICT (B-1) TO SINGLE FAMILY RESIDENTIAL DISTRICT (R-1)**

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

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

Being Block 65, Lot 1 (Pt. Of) CITY ADDITION to the City of Stephenville, Erath County, Texas, and identified as Parcel No. R29629 being 5.29 acres in the Erath County Appraisal District Records, located at 0 E Collins Street

is hereby rezoned and the zoning classification changed from the classification of Neighborhood Business District (B-1) to Single family Residential District (R-1), in accordance with the Zoning Ordinance of the City of Stephenville.

**PASSED AND APPROVED** this the 3rd day of January 2023.

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

ATTEST:

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

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

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

# STAFF REPORT

**SUBJECT:** Consider Initiating Action to Abandon Alley as Authorized by Section 95.51 of the Code of Ordinances

**DEPARTMENT:** Development Services

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

**RECOMMENDATION:**

Staff recommends the City Council initiate actions to abandon an alley located East of Ivy, West of Bates and South of Elm.

**BACKGROUND:**

Recently, several parcels were rezoned to R-3, Multifamily District by the property owner. One property owner owns each parcel surrounding the alley with exception to 380 Elm, Parcel R28924.

A 12” sanitary sewer line traverses the alley at 1273 Ivy, Parcel R28921. If approved, the property owner will be required to honor the existing easement.

Chapter 95 of the City of Stephenville Code of Ordinances allows for the abandonment of streets and alleys by petition or council initiative. If the City Council opts to pursue the abandonment, the matter will be forwarded to the Planning and Zoning Commission for a public hearing. The Commission will then make a recommendation to City Council regarding the abandonment. The applicable sections of the city code are as follows:

**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 municipal utility easement is needed for the existing sewer line that crosses the alley. The easement should also extend across the properties on either side of the alley.

**Development Services**

No additional comments.

**Police Department**

No additional comments.

**Fire Department**

No additional comments.

**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 will allow for the development of multiple parcels. In doing so, three mobile homes and accessory structures will be removed to allow the construction of multifamily dwellings.

**DISADVANTAGES:**

No disadvantages have been identified at this time.

**ALTERNATIVES:**

- 1) Recommend the Planning and Zoning Commission hold a public hearing to consider the abandonment of said alley.
- 2) Take no action and not pursue the abandonment of said alley.

**METES AND BOUNDS DESCRIPTION:**

**BEING** all of that 20 feet wide ally in Block 8, Cage Addition, an addition to the City of Stephenville, Erath County, Texas, as shown per King's 1956 Map of the City of Stephenville, as recorded in Volume 381, Page 105, Deed Records, Erath County, Texas (DIRECT), and being more particularly described by metes and bounds as follows: (Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values).

**BEGINNING** at a point at the intersection of the south right-of-way line of E. Elm St. and the west line of said 20 feet wide alley for the northeast corner of Lot 1 of said Block 8 and being the northwest corner of the herein described tract, from which a capped 100D nail found marked "JRP 5959" bears South 79°10'12" West, a distance of 0.91 feet and a 1 inch pipe found for the northwest corner of said Block 8 bears South 59°54'35" West, a distance of 140.00 feet;

**THENCE** North 59°54'35" East, with the south right-of-way line of E. Elm St., a distance of 20.00 feet to a 3/8 inch iron rod found at the intersection of the south right-of-way line of E. Elm St. and the east line of said 20 feet wide alley for the northwest corner of Lot 10 of said Block 8 and being the northeast corner of the herein described tract;

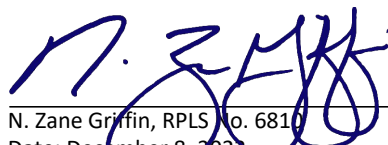
**THENCE** South 30°05'25" East, with the east line of said 20 feet wide alley, passing a 3/8 inch iron rod found for the southwest corner of Lot 9 and the northwest corner of Lot 8 of said Block 8 at a distance of 100.00 feet, continuing for a total distance of 250.00 feet to a 5/8 inch iron rod set marked "NATIVE CO., LLC" (IRS) at the southeast corner of said 20 feet wide alley and the southwest corner of Lot 6 of said Block 8, also being in the north line of Lot 3, Block 92, City Addition, an addition to the City of Stephenville as shown per said King Map;

**THENCE** South 59°54'35" West, with the north line of said Lot 3, Block 92, a distance of 20.00 feet to an IRS for the southwest corner of said 20 feet wide alley and the southeast corner of Lot 5 of said Block 8;

**THENCE** North 30°05'25" West, with the west line of said 20 feet wide alley, a distance of 250.00 feet to the **POINT OF BEGINNING** and containing 5,000 Square Feet or 0.115 of an Acre of Land.

**SURVEYOR'S CERTIFICATION**

I, N. Zane Griffin, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground.

  
 N. Zane Griffin, RPLS No. 6810  
 Date: December 8, 2022  
 Revised: December 19, 2022 - Scrivener's Error



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

# SURVEY PLAT

### LEGEND:

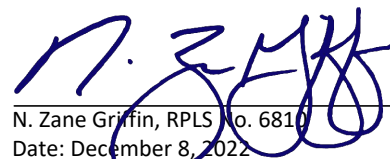
CNF.....Capped 100D Nail Found Marked "JRP 5959"  
 "IRF.....Iron Rod Found  
 IRS.....5/8" Capped Iron Rod Set Marked "NATIVE CO., LLC"  
 PFC.....Point for Corner  
 D.R.E.C.T.....Deed Records, Erath County, Texas  
 R.R.E.C.T.....Real Records, Erath County, Texas

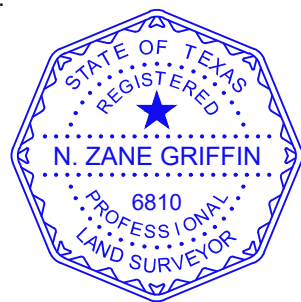
### NOTES:

1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. According to the scaled location of FEMA Firm Map No. 48143C0430D, effective date November 16, 2011, the subject property lies within Zone X - Areas determined to be outside the 0.2% chance annual flood.
3. This survey was prepared without the benefit of a current commitment for title insurance. Additional easements and/or restrictions may affect the surveyed property.
4. See separate metes and bounds description prepared with this survey.

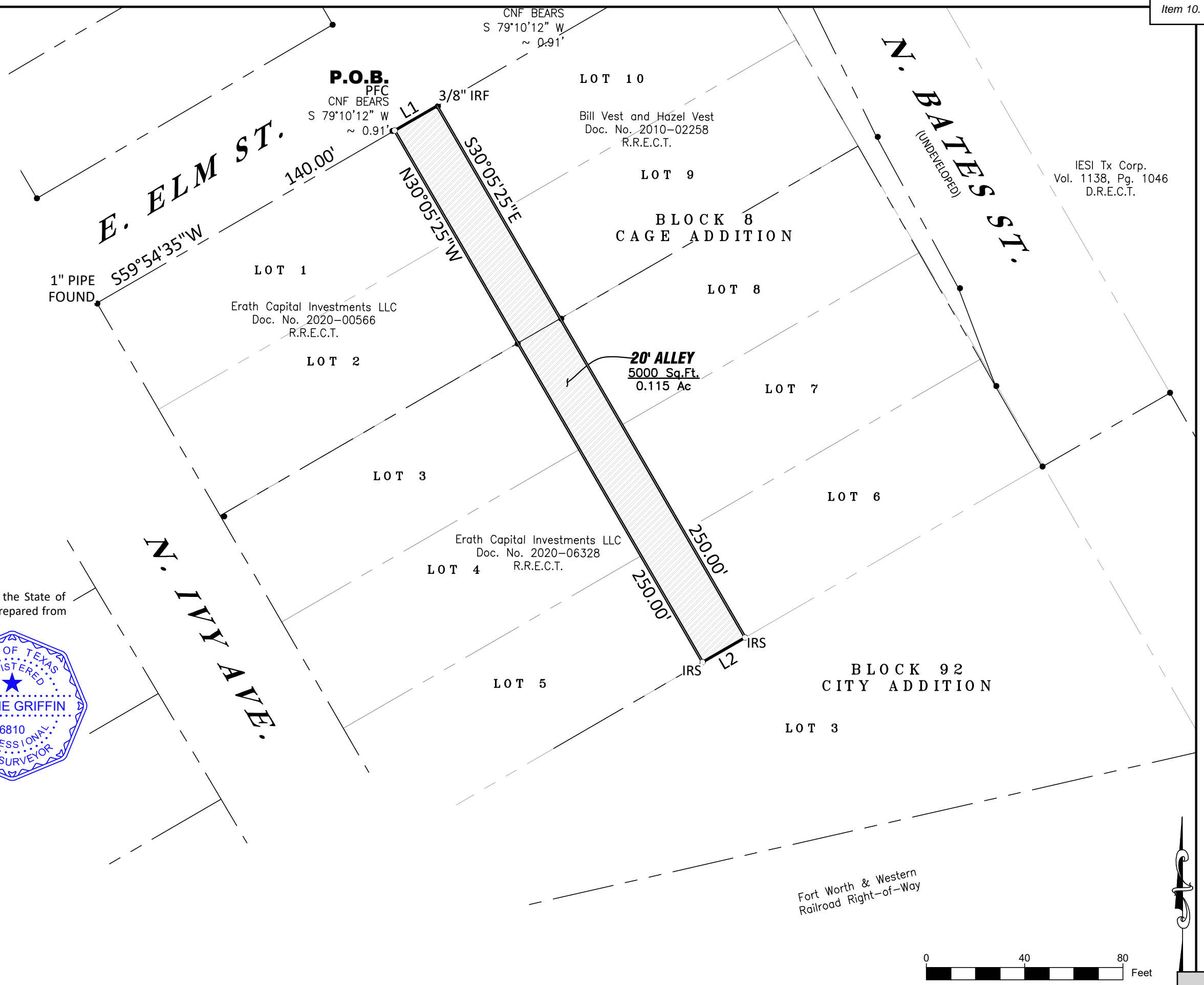
### SURVEYOR'S CERTIFICATION

I, N. Zane Griffin, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby declare that this survey is true and correct and was prepared from an actual survey made under my supervision on the ground.

  
 N. Zane Griffin, RPLS No. 6810  
 Date: December 8, 2022  
 Revised: December 19, 2022 - Scrivener's Error



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



**RESOLUTION NO. 2023-R-XX**

**A RESOLUTION AUTHORIZING CITY STAFF TO PREPARE THE PROCEDURES FOR ABANDONING A 20-FOOT-WIDE ALLEYWAY LOCATED IN BLOCK 8 OF THE CAGE ADDITON OF THE CITY OF STEPHENVILLE AND TO PRESENT SAME TO THE PLANNING AND ZONING COMISSION AND CITY COUNCIL FOR ACTION AND TO PLAN FOR THE SALE OF SAID CLOSED STREET AS PROVIDED IN SECTION 95 CODE OF ORDINANCES**

WHEREAS, the City of Stephenville has the authority under Section 95 of its Code Of Ordinances to abandon and sell alleyways within its jurisdiction; and

WHEREAS, The City has deemed it necessary for future City development to abandon an alleyway located in Block 8 of the Cage Addition of the City of Stephenville, Texas; and

WHEREAS, The City Council has the authority and desire to initiate action to facilitate said abandonment and sale; and

WHEREAS, It is appropriate for City staff to prepare the procedures for said abandonment and sale and to present same to the Planning and Zoning Commission and City Council;

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

That the City staff is authorized to prepare the procedures for abandoning an alleyway as described above and to present same to the Planning and Zoning Commission and the City Council for action and to plan for the sale and of said closed alley.

PASSED and APPROVED this \_\_\_\_\_ day of January 2023.

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

Attest:

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

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

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



# STAFF REPORT

**SUBJECT:** Proposed Revision to Chapter 154.05.8.D(C)(12) of the Zoning Ordinance relating to the Deviation from Required Standards

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen

## BACKGROUND:

City Ordinance 2021-0-28 was adopted in September 2021. Since that time, paragraph 12 of the adopted ordinance has been further reviewed and discussed with Legal Counsel. Repealing Paragraph 12 will require any deviations from the R-2.5 zoning requirements to be reviewed by the Board of Adjustments.

The City Council Development Services Committee convened November 15, 2022, to consider a proposed revision to Section 154.05.8.D(C)(12) of the Zoning Ordinance. The Committee, by a unanimous vote of 4/0, assigned the Planning and Zoning Commission to hold a public hearing to consider the proposed revisions as presented and make a recommendation to the City Council for adoption.

The Planning and Zoning Commission convened on December 21, 2022, and held a Public Hearing. No public comments were received. The Commission voted unanimously (6-0) to recommend the City Council revise the ordinance as presented.

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

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

#### 5.8.B Permitted Uses.

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

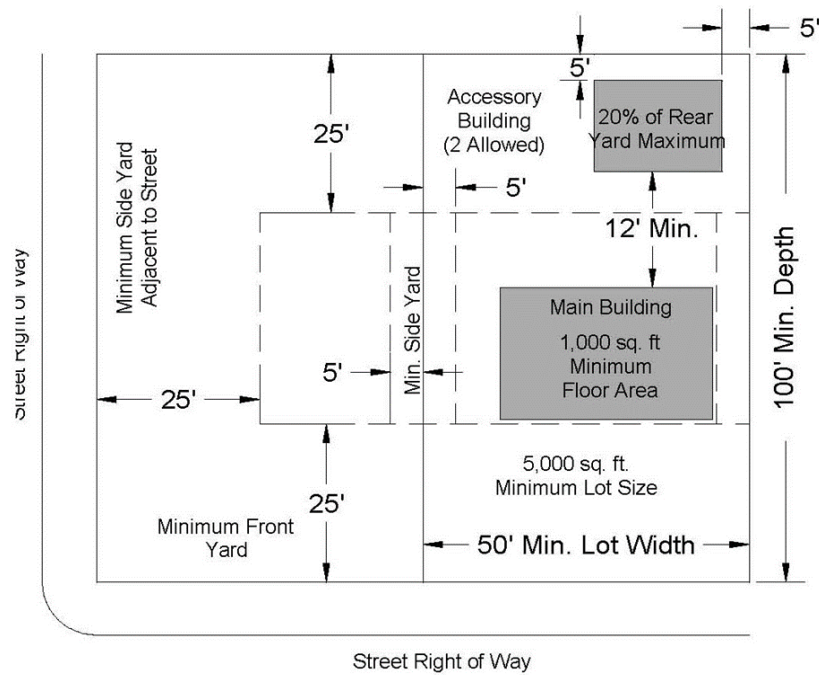
#### 5.8.C Conditional Uses.

1. Home occupation;
2. Common facilities as the principal use of one or more platted lots in a subdivision;

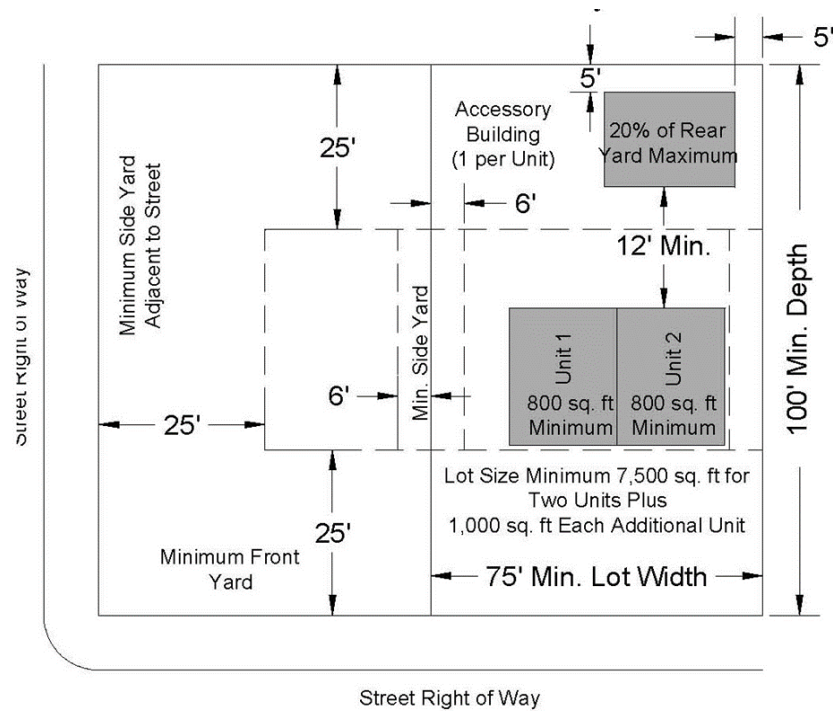
3. Adult and/or children's day care centers;
4. Foster group home; and
5. Residence hall.

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

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



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



C. Townhouse/Condominium.

1. Minimum lot area: 3,000 ft<sup>2</sup> per unit.
2. Minimum average lot width and lot frontage: 30 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
  - a. Internal lot: five feet.
  - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
  - a. Maximum building coverage as a percentage of lot area: 40%
  - b. Minimum area of each Townhouse dwelling unit: 800 ft<sup>2</sup>.
  - c. Minimum area of each Condominium of each dwelling unit: 500 ft<sup>2</sup> for one bedroom or less, plus 125 ft<sup>2</sup> of floor area for each additional bedroom.
8. Accessory buildings:
  - a. Maximum accessory building coverage of rear yard: 20%.
  - b. Maximum area of each accessory building: 200 ft<sup>2</sup>.
  - c. Maximum number of accessory buildings: one per unit.
  - d. Minimum depth of side setback: five feet.
  - e. Minimum depth of rear setback: five feet.
  - f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.



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

## ALTERNATIVES:

1. Accept the recommendation of the Planning and Zoning Commission and adopt the proposed revisions.
2. Reject the recommendation of the Planning and Zoning Commission and do not adopt the proposed revisions.

**ORDINANCE NO. 2023-O-xx**

**AN ORDINANCE REPEALING SECTION 154.05.8.D(C)(12) INTEGRATED HOUSING DISTRICT (R-2.5) FROM THE CITY OF STEPHENVILLE CODE OF ORDINANCES AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of City of Stephenville, Texas desires to repeal the provision of the City’s Code of Ordinances that makes Chapter 154 Integrated Housing Districts (R-2.5) subject to site plan reviews by Planning and Zoning Commission and subsequent approval by City Council.

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

SECTION 1.

Chapter 154.05.8 **INTEGRATED HOUSING DISTRICT (R-2.5), paragraph 12** is hereby repealed in its entirety.

*12. Deviations from the required standards within the R-2.5 district will be subject to site plan review by the Planning and Zoning Commission and subsequent approval by City Council. Site plans should include renderings with elevations, a finish schedule and incorporate architectural designs that complement the existing structures of the area of integration.*

SECTION 2.

This ordinance shall be effective upon passage.

**PASSED AND APPROVED** this the 3<sup>rd</sup> day of January 2023.

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

ATTEST:

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

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

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



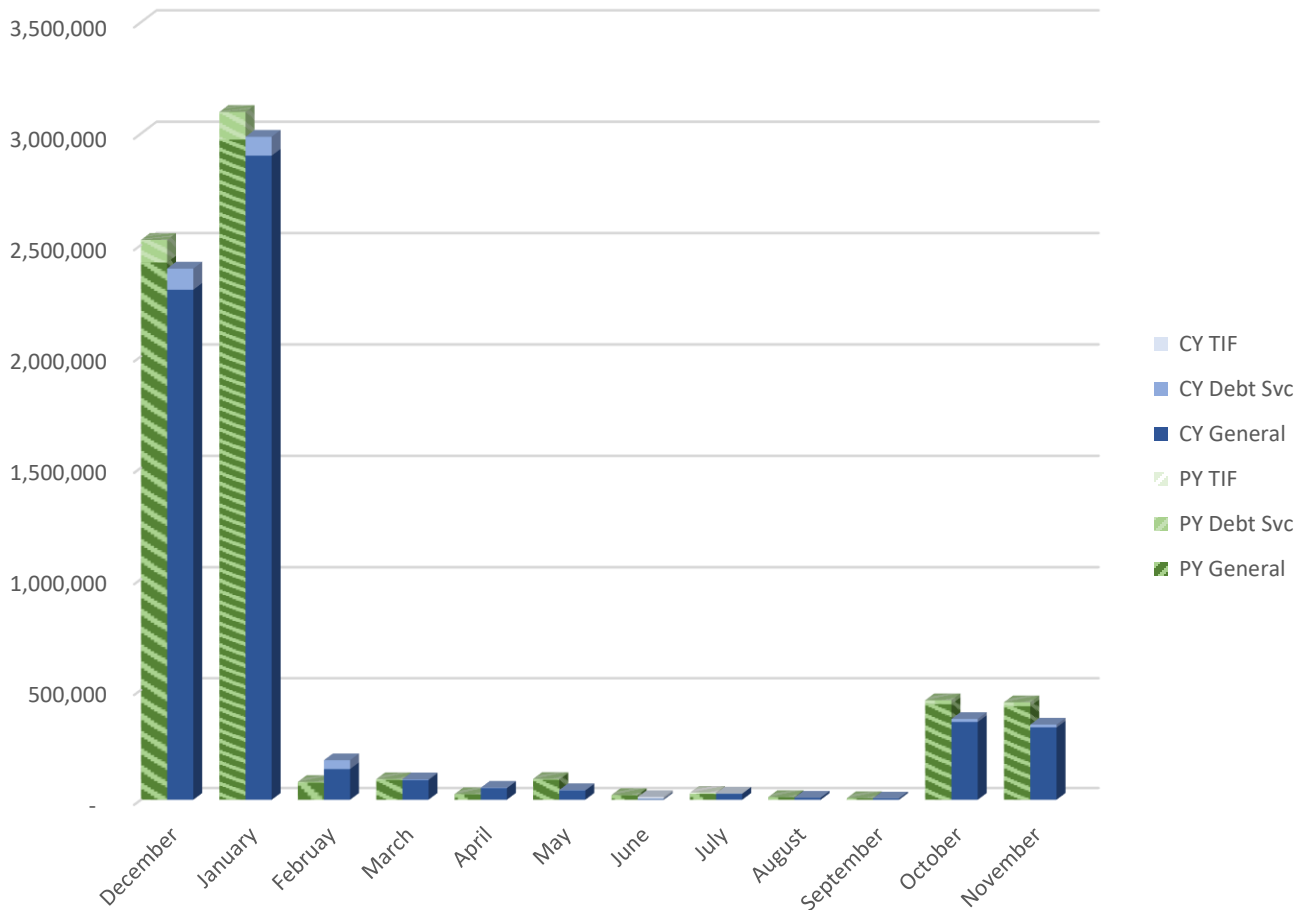
# STAFF REPORT

**SUBJECT:** Monthly Budget Report for the period Ending November 30, 2022  
**DEPARTMENT:** Finance  
**STAFF CONTACT:** Monica Harris

## BACKGROUND:

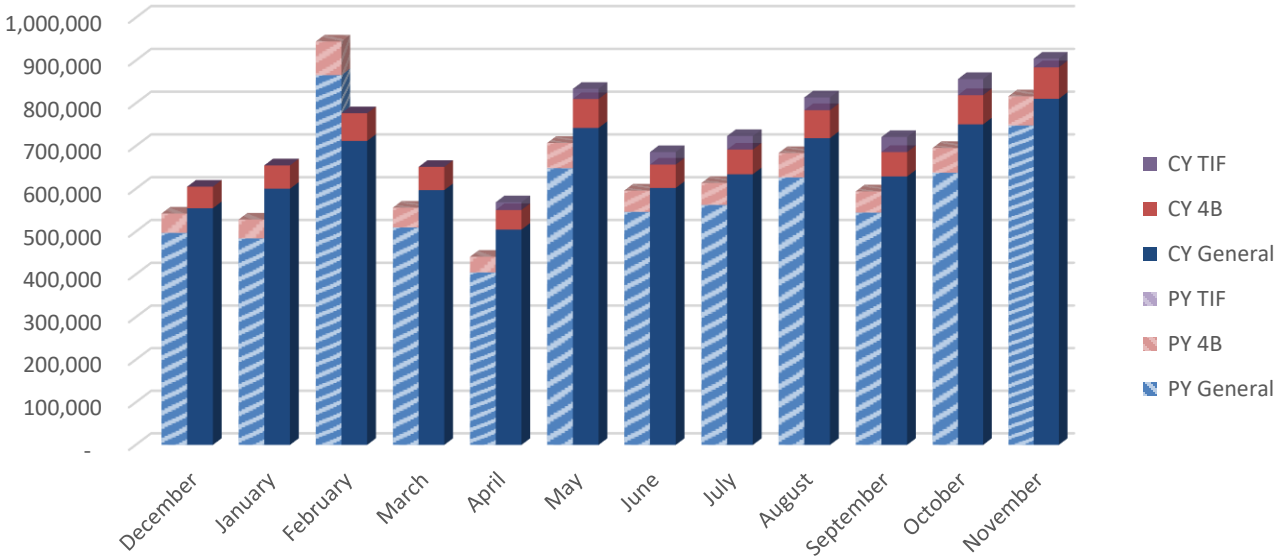
In reviewing the financial statements ending November 30, 2022, the financial indicators are overall as or better than anticipated.

Property Tax Collections  
 2 year 12 month rolling comparison



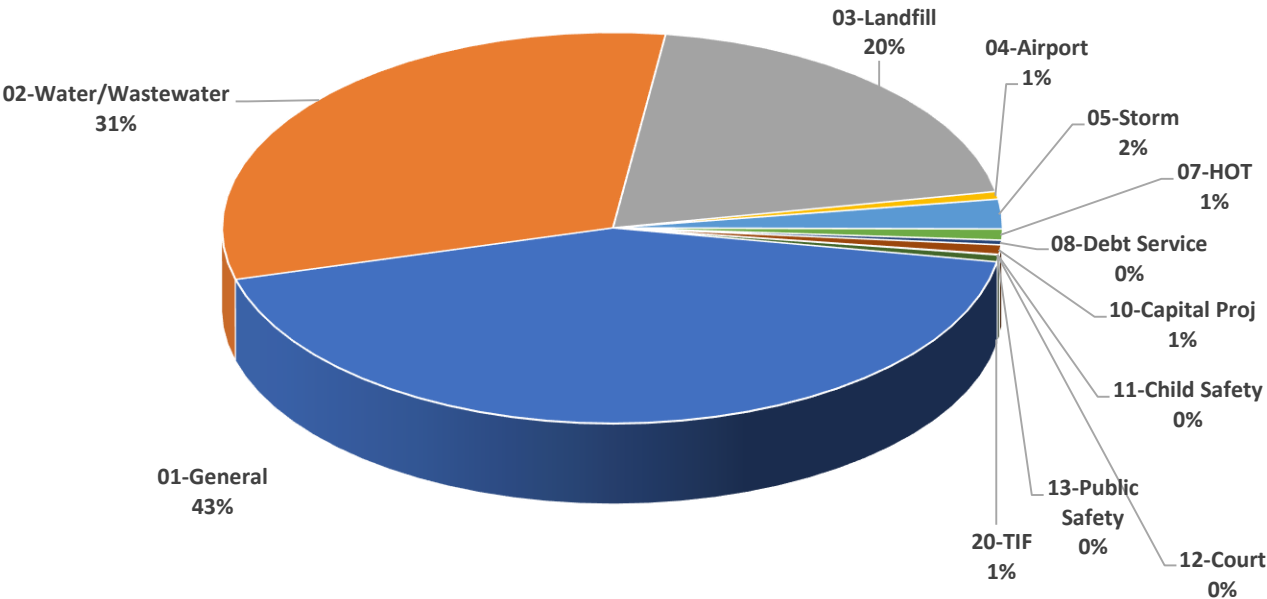
We received \$342K in property taxes in the month of November, resulting in \$187K decrease over funds collected last fiscal year to date. The amount collected is almost 10% of budget, which is \$15K less than anticipated.

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



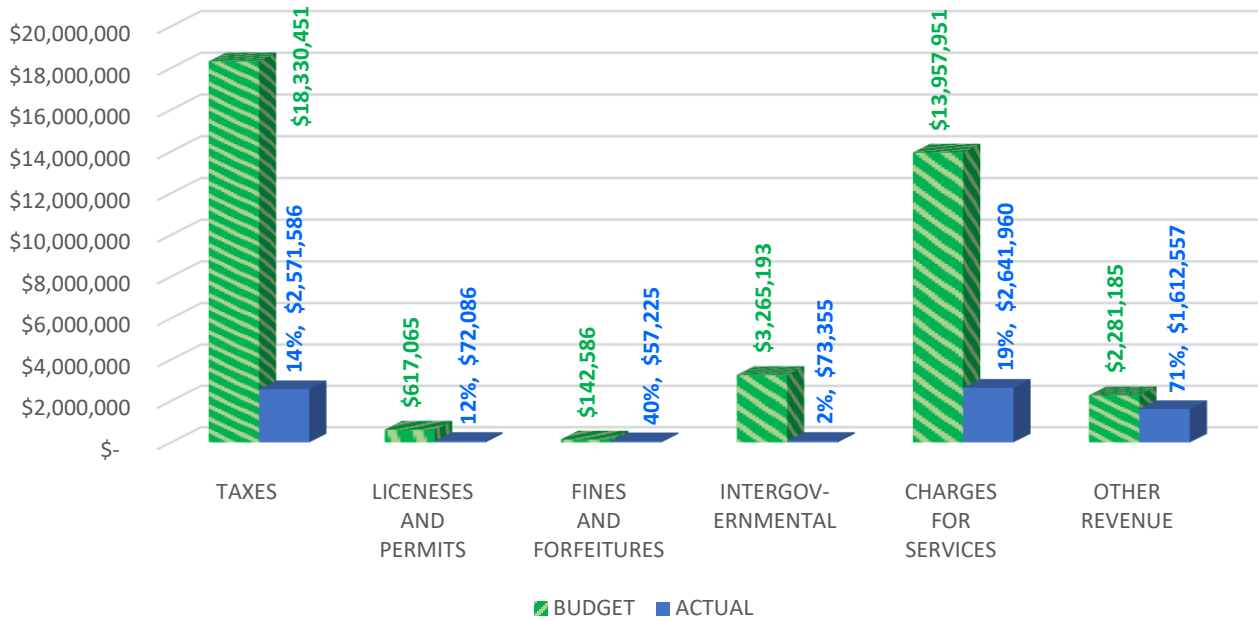
We received \$904K in sales tax in November, resulting in \$249K or 16% more than the funds collected last fiscal year to date. The amount collected is 19% of the \$9 million budget, which is \$150K higher than anticipated.

### Revenue by Fund



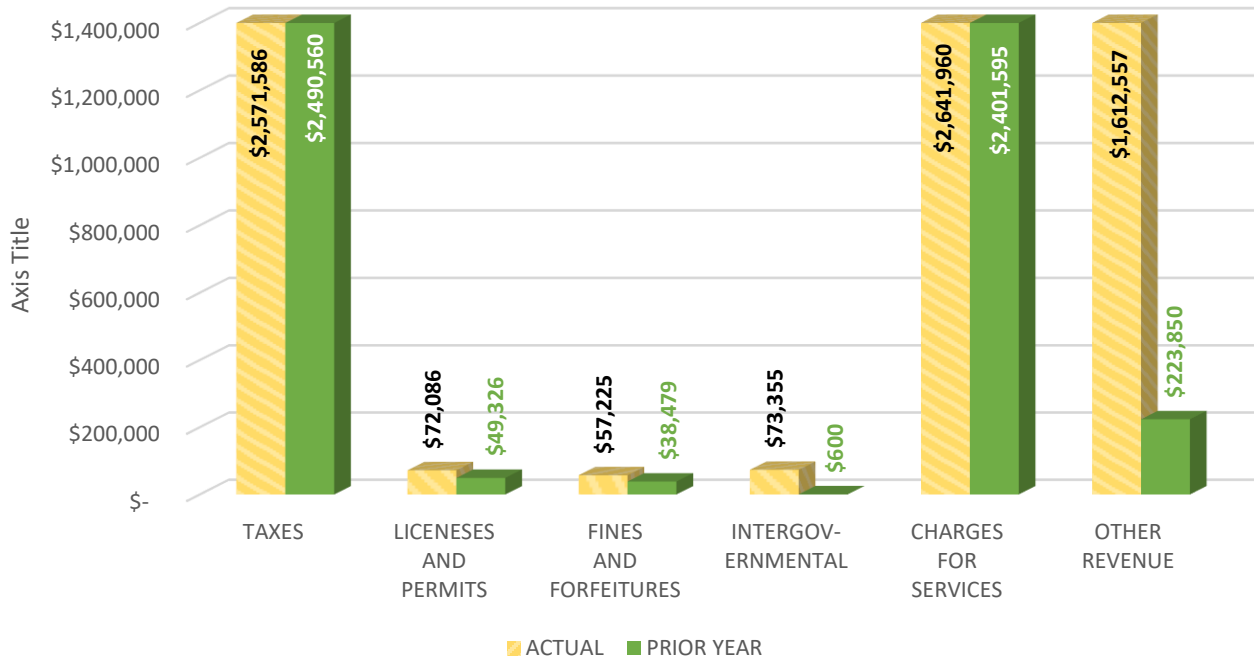
Most of the revenue received to date is in the General Fund at 43%, Water/Wastewater Fund at 31%, and Landfill at 20%.

## Revenue - Budget vs Actual



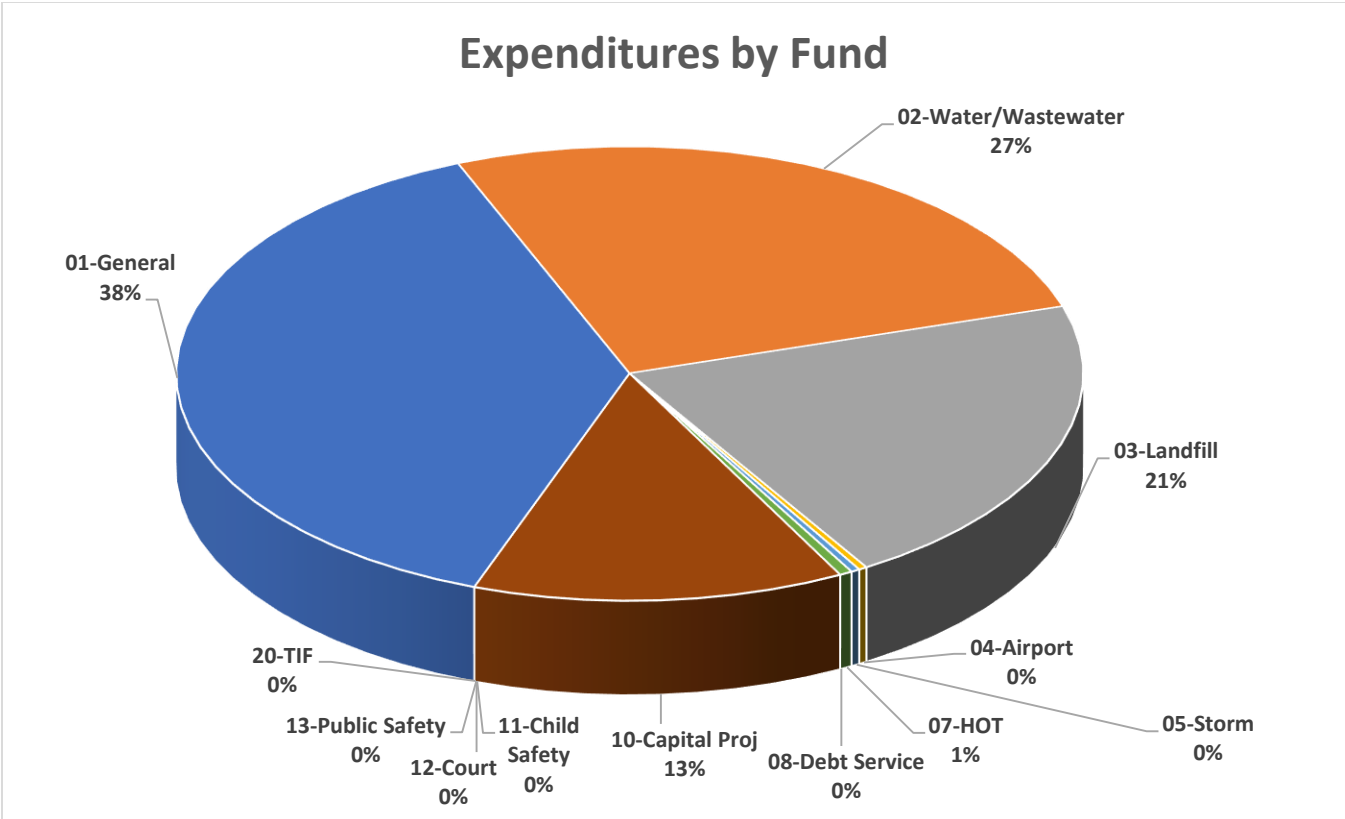
We have received 18% of the total budgeted revenues, which is almost \$1.5 million more than anticipated due to taxes, charges for services, debt proceeds, and interest income.

## Revenue - Prior Year Comparison

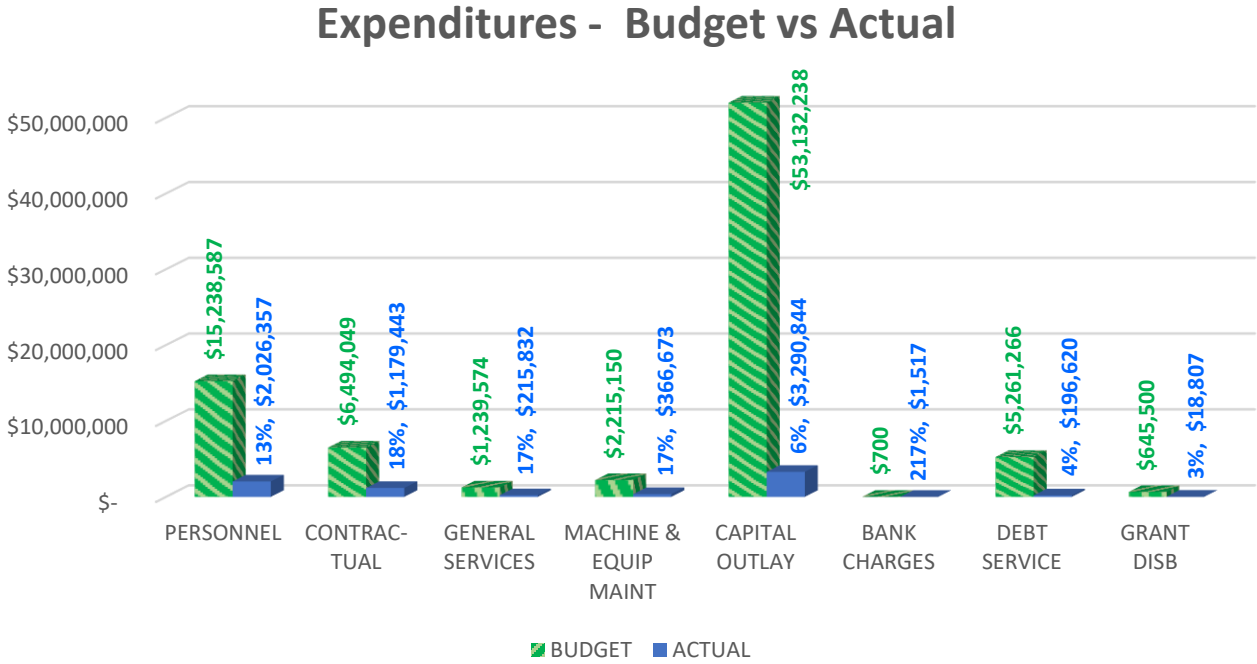


We received \$1.8 million more in revenue than last year largely due to charges for services, debt proceeds, and interest income.



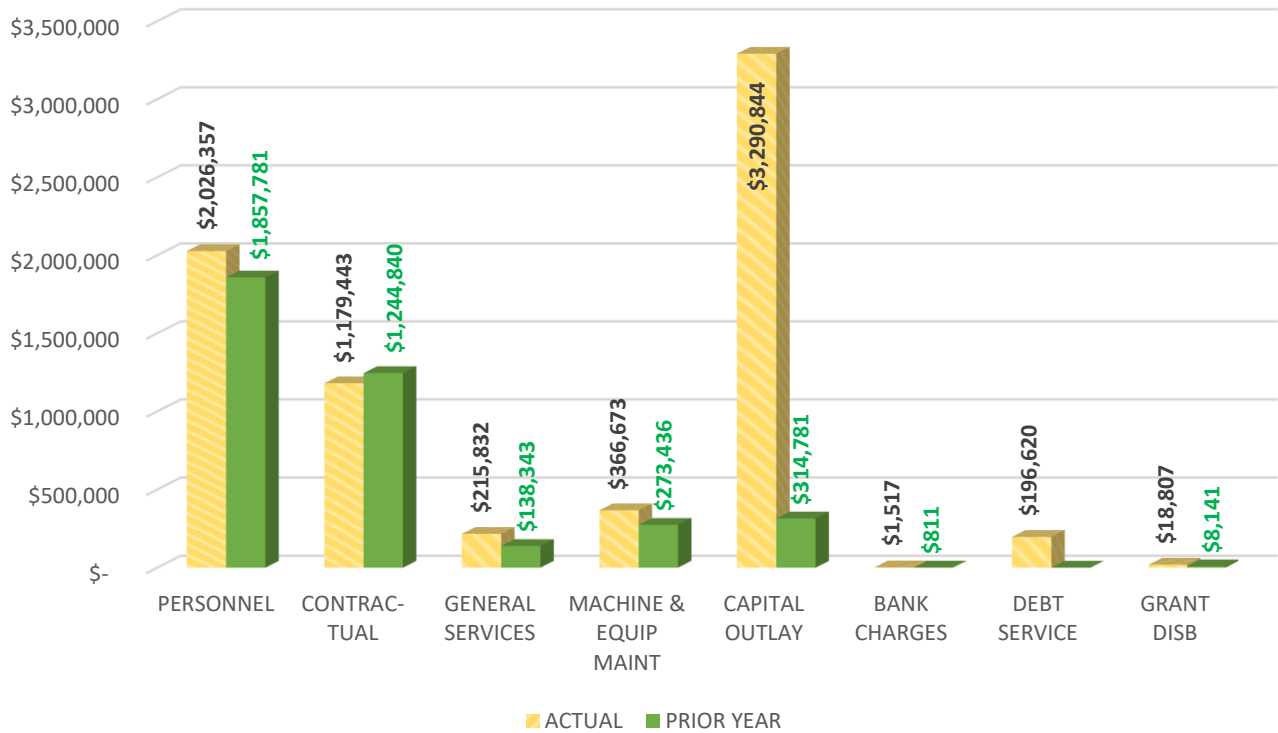


Most of the expenditures are in the General Fund at 38%, Water/Wastewater at 27%, and Landfill at 21%.



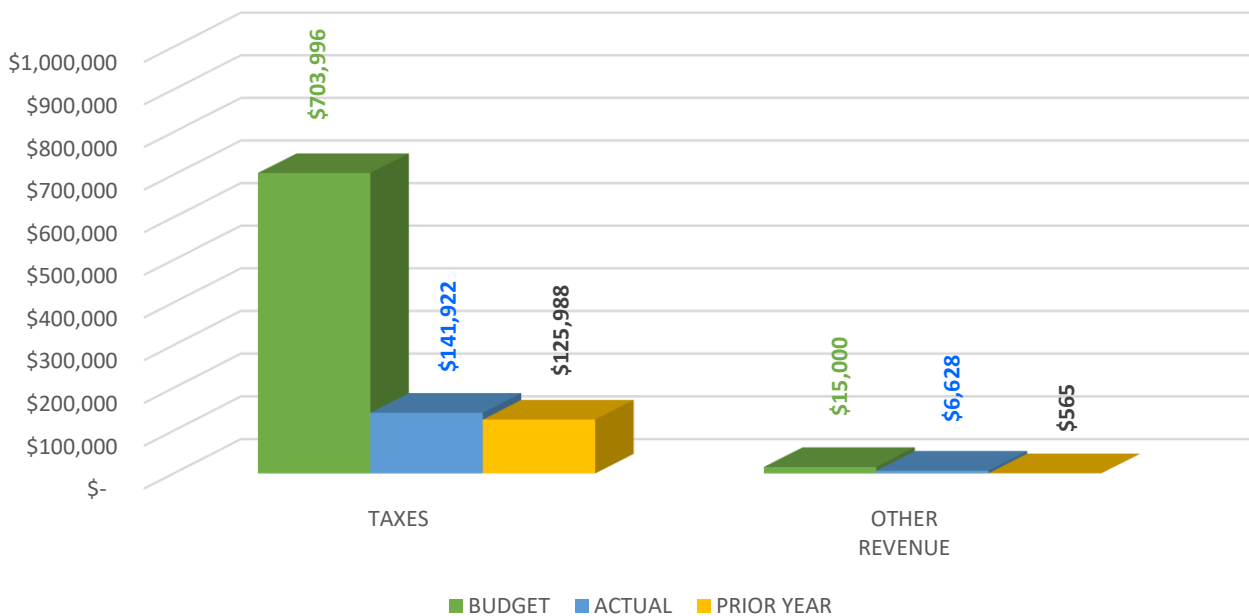
We have expended 9% of the total budgeted expenditures, which is \$6 million less than anticipated due to personnel and capital projects.

## Expenditures - Prior Year Comparison



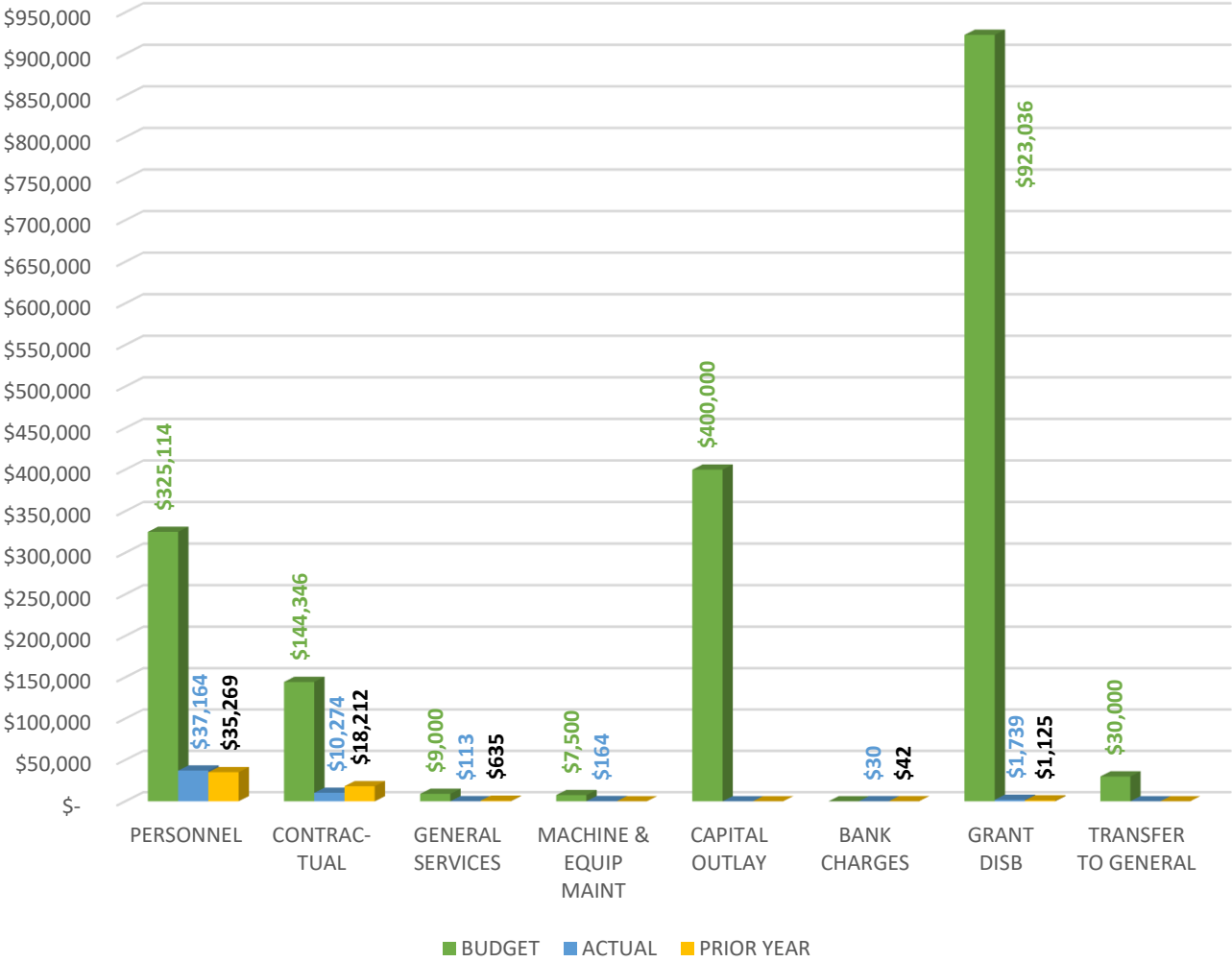
We spent \$3.5 million more in expenditures than last year, the bulk of which is capital outlay.

## SEDA Revenue Comparison



SEDA has received an overall 21% of budgeted revenue through November, which is almost \$22,000 more than last year.

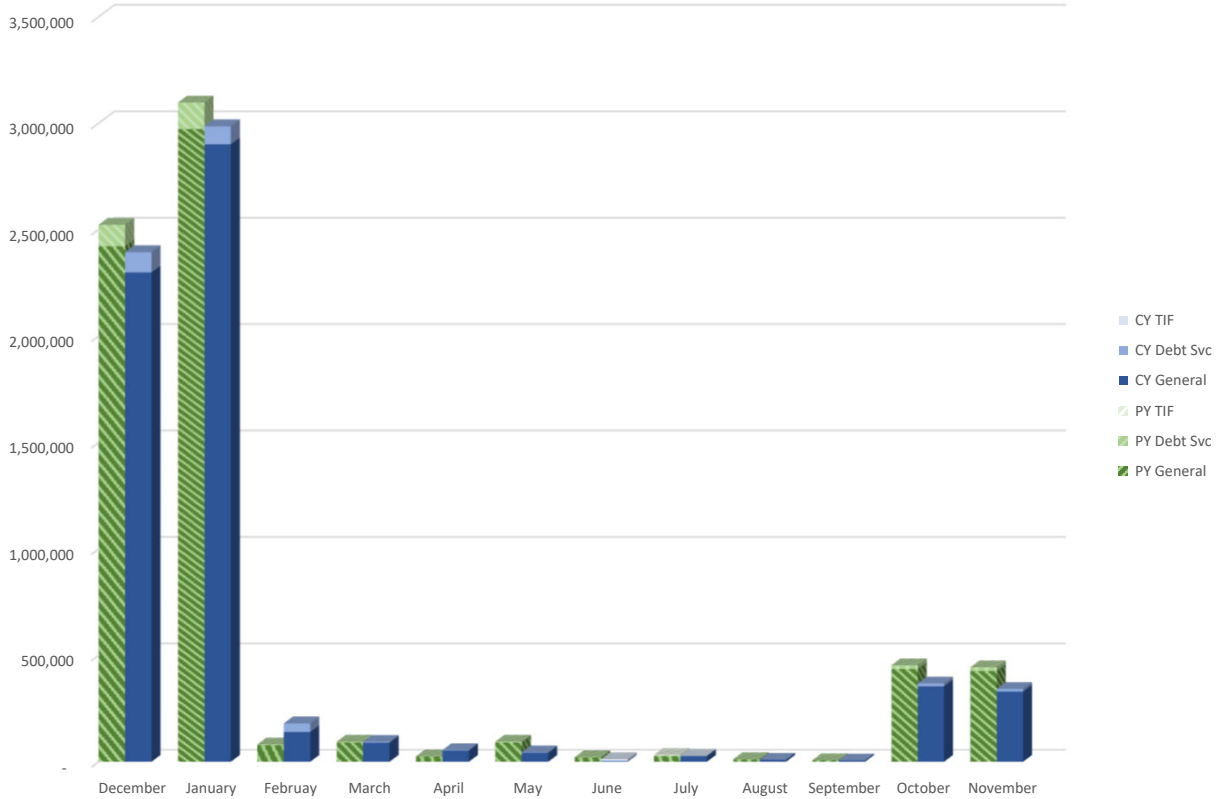
### SEDA Expenditure Comparison



SEDA has spent an overall 3% of budgeted expenditures, which is \$5,700 less than last year.



Property Tax Collections  
2 year 12 month rolling comparison



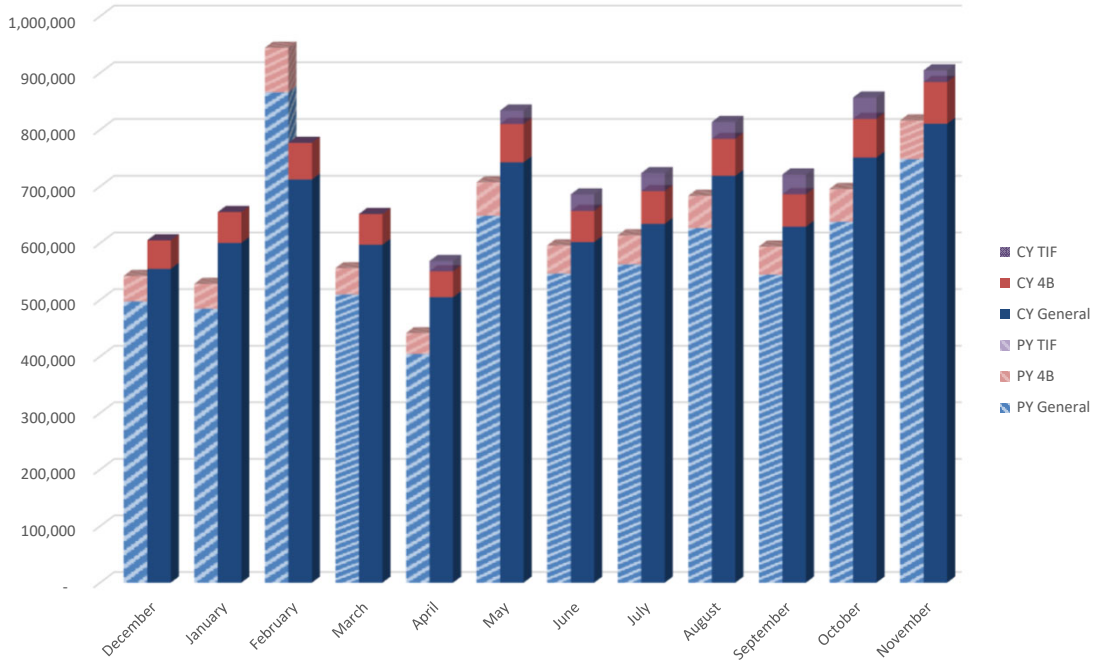
Month	General Fund	Debt Svc	TIF	Total	Month	General Fund	Debt Svc	TIF	Total
Dec-20	2,421,750	100,945	-	2,522,695	Dec-21	2,299,000	94,802	-	2,393,802
Jan-21	2,973,159	123,936	-	3,097,096	Jan-22	2,900,794	84,898	-	2,985,692
Feb-21	78,158	3,268	-	81,427	Feb-22	139,716	40,485	-	180,201
Mar-21	90,202	3,822	-	94,024	Mar-22	89,653	3,698	-	93,351
Apr-21	24,696	1,064	-	25,760	Apr-22	52,666	2,172	-	54,838
May-21	90,794	3,893	-	94,687	May-22	42,164	1,926	-	44,090
Jun-21	20,314	1,266	-	21,580	Jun-22	3,566	652	7,969	12,187
Jul-21	27,201	1,304	3,789	32,294	Jul-22	27,022	1,193	-	28,214
Aug-21	11,946	508	-	12,454	Aug-22	8,974	521	-	9,495
Sep-21	7,059	300	-	7,359	Sep-22	5,893	252	-	6,145
Oct-21	435,350	17,955	-	453,305	Oct-22	353,997	13,810	-	367,806
Nov-21	426,306	17,588	-	443,894	Nov-22	329,386	12,620	-	342,006
12 month total				<u>6,886,573</u>	12 month total				<u>6,517,827</u>
Oct 2021-Nov 2021				<u>897,199</u>	Oct 2022-Nov 2022				<u>709,812</u>
FY 2021-2022 Total				6,705,214	FY 2022-2023 Budget				7,332,322

Collection to date as percentage of fiscal year total 13.38%

Collection to date as percentage of fiscal year budget 9.68%



Sales and Use Tax  
2 year 12 month rolling comparison



Month	General	4B	TIF	Total	Month	General	4B	TIF	Total	% Change +/-
Dec-20	497,048	45,186	-	542,234	Dec-20	554,591	50,417	-	605,009	11.58%
Jan-21	484,228	44,021	-	528,249	Jan-22	600,295	54,572	-	654,868	23.97%
Feb-21	865,761	78,706	-	944,466	Feb-22	712,030	64,730	-	776,760	-17.76%
Mar-21	509,621	46,329	-	555,950	Mar-22	597,069	54,279	-	651,348	17.16%
Apr-21	404,427	36,766	-	441,193	Apr-22	504,572	45,870	18,078	568,520	28.86%
May-21	648,372	58,943	-	707,314	May-22	742,430	67,494	23,768	833,692	17.87%
Jun-21	546,259	49,660	-	595,919	Jun-22	601,902	54,718	29,243	685,863	15.09%
Jul-21	562,550	51,141	-	613,691	Jul-22	634,088	57,644	31,769	723,501	17.89%
Aug-21	626,605	56,964	-	683,569	Aug-22	718,562	65,324	29,738	813,623	19.03%
Sep-21	544,489	49,499	-	593,988	Sep-22	628,870	57,170	35,054	721,094	21.40%
Oct-21	637,613	57,965	-	695,578	Oct-22	750,773	68,252	37,529	856,555	23.14%
Nov-21	748,251	68,023	-	816,274	Nov-22	810,371	73,670	20,398	904,439	10.80%
12 month total				<u>7,718,426</u>	12 month total				<u>8,795,271</u>	13.95%
Oct 2021-Nov 2021				<u>1,511,852</u>	Oct 2022-Nov 2022				<u>1,760,994</u>	16.48%
FY 2021-2022 Total				8,546,130	FY 2022-2023 Budget				9,047,981	
Collection to date as percentage of fiscal year total				17.69%	Collection to date as percentage of fiscal year budget				19.46%	





Fund: 01 - GENERAL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
TAXES	1,231,537.37	1,157,772.83	73,764.54	2,428,071.95	2,215,663.75	212,408.20	15	16,675,797.00	(14,247,725.05)	85
LICENSES AND PERMITS	46,313.32	36,826.66	9,486.66	68,196.96	57,945.53	10,251.43	12	588,565.00	(520,368.04)	88
FINES AND FORFEITURES	27,499.46	15,052.20	12,447.26	54,675.28	37,033.41	17,641.87	41	133,325.00	(78,649.72)	59
INTERGOVERNMENTAL	73,055.39	300.00	72,755.39	73,355.39	600.00	72,755.39	31	236,600.00	(163,244.61)	69
CHARGES FOR SERVICES	126,734.92	79,918.79	46,816.13	258,459.49	158,033.85	100,425.64	21	1,203,208.00	(944,748.51)	79
OTHER REVENUE	61,825.52	1,284.71	60,540.81	118,672.89	2,549.27	116,123.62	46	256,920.00	(138,247.11)	54
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	1,679,307.00	(1,679,307.00)	100
<b>TOTAL REVENUE</b>	<b>1,566,965.98</b>	<b>1,291,155.19</b>	<b>275,810.79</b>	<b>3,001,431.96</b>	<b>2,471,825.81</b>	<b>529,606.15</b>	<b>14</b>	<b>20,773,722.00</b>	<b>(17,772,290.04)</b>	<b>86</b>
<b>EXPENSE SUMMARY</b>										
CITY COUNCIL	12,226.47	44,617.49	32,391.02	45,510.58	97,613.93	52,103.35	8	546,280.00	(500,769.42)	92
CITY MANAGER	22,577.60	37,391.19	14,813.59	39,647.94	64,261.46	24,613.52	10	416,165.00	(376,517.06)	90
CITY SECRETARY	14,216.41	12,377.07	(1,839.34)	49,691.73	23,247.11	(26,444.62)	32	155,487.00	(105,795.27)	68
EMERGENCY MANAGEMENT	226.74	1,508.99	1,282.25	9,476.74	3,017.98	(6,458.76)	52	18,108.00	(8,631.26)	48
MUNICIPAL BUILDING	13,052.67	16,438.21	3,385.54	29,901.01	35,866.50	5,965.49	15	199,936.00	(170,034.99)	85
MUNICIPAL SERVICES CTR	7,210.28	10,539.05	3,328.77	31,671.09	23,375.70	(8,295.39)	26	122,834.00	(91,162.91)	74
HUMAN RESOURCES	12,294.64	20,116.94	7,822.30	22,496.09	36,971.18	14,475.09	10	224,890.00	(202,393.91)	90
DOWNTOWN	23,498.59	19,278.79	(4,219.80)	34,306.06	36,579.65	2,273.59	15	228,123.00	(193,816.94)	85
FINANCE	57,255.35	80,146.31	22,890.96	99,540.24	141,679.97	42,139.73	11	881,636.00	(782,095.76)	89
INFORMATION TECHNOLOGY	42,007.08	38,044.35	(3,962.73)	81,858.15	70,395.88	(11,462.27)	19	440,022.00	(358,163.85)	81
TAX	444.80	16,732.74	16,287.94	50,740.24	33,465.48	(17,274.76)	25	200,793.00	(150,052.76)	75
LEGAL COUNSEL	9,931.02	11,034.89	1,103.87	14,316.74	22,237.78	7,921.04	11	132,587.00	(118,270.26)	89
MUNICIPAL COURT	13,668.34	11,922.88	(1,745.46)	21,018.28	21,506.29	488.01	16	131,170.00	(110,151.72)	84
STREET MAINTENANCE	59,908.84	93,834.84	33,926.00	108,517.01	197,033.92	88,516.91	10	1,083,683.00	(975,165.99)	90
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	99,781.75	177,482.17	77,700.42	237,855.07	357,484.77	119,629.70	11	2,181,084.00	(1,943,228.93)	89
PARK MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
LIBRARY	19,709.94	25,702.73	5,992.79	34,979.68	46,285.66	11,305.98	12	282,811.00	(247,831.32)	88
SENIOR CENTER	10,475.82	105,143.16	94,667.34	30,857.12	210,706.37	179,849.25	2	1,252,674.00	(1,221,816.88)	98
AQUATIC CENTER	3,828.17	24,309.61	20,481.44	13,434.91	56,027.22	42,592.31	3	412,045.00	(398,610.09)	97
FIRE DEPARTMENT	332,119.39	347,935.29	15,815.90	693,769.25	697,240.95	3,471.70	17	4,195,841.00	(3,502,071.75)	83
POLICE DEPARTMENT	599,324.24	551,642.08	(47,682.16)	1,054,441.46	1,077,551.09	23,109.63	16	6,542,936.00	(5,488,494.54)	84
DEVELOPMENT SERVICES	40,462.33	99,128.13	58,665.80	80,427.64	182,144.18	101,716.54	7	1,150,126.00	(1,069,698.36)	93
GIS	7,207.84	8,430.04	1,222.20	7,478.52	13,640.71	6,162.19	9	85,263.00	(77,784.48)	91
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0	1,771,322.00	(1,771,322.00)	100
<b>TOTAL EXPENSE</b>	<b>1,401,428.31</b>	<b>1,753,756.95</b>	<b>352,328.64</b>	<b>2,791,935.55</b>	<b>3,448,333.78</b>	<b>656,398.23</b>	<b>12</b>	<b>22,655,816.00</b>	<b>19,863,880.45</b>	<b>88</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>165,537.67</b>	<b>(462,601.76)</b>	<b>628,139.43</b>	<b>209,496.41</b>	<b>(976,507.97)</b>	<b>1,186,004.38</b>		<b>(1,882,094.00)</b>	<b>(37,636,170.49)</b>	

Budget Variance Report

Fund: 02 - WATER AND WASTEWATER FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	0.00	0.00	0.00	0.00	0.00	0.00	0	1,000.00	(1,000.00)	100
INTERGOVERNMENTAL	0.00	219,708.41	(219,708.41)	0.00	439,416.82	(439,416.82)	0	2,637,556.00	(2,637,556.00)	100
CHARGES FOR SERVICES	962,041.12	891,106.23	70,934.89	1,974,850.21	1,800,088.59	174,761.62	19	10,471,363.00	(8,496,512.79)	81
OTHER REVENUE	129,433.99	976.58	128,457.41	231,714.20	1,887.74	229,826.46	50	463,000.00	(231,285.80)	50
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	82,662.00	(82,662.00)	100
<b>TOTAL REVENUE</b>	<b>1,091,475.11</b>	<b>1,111,791.22</b>	<b>(20,316.11)</b>	<b>2,206,564.41</b>	<b>2,241,393.15</b>	<b>(34,828.74)</b>	<b>16</b>	<b>13,655,581.00</b>	<b>(11,449,016.59)</b>	<b>84</b>
<b>EXPENSE SUMMARY</b>										
UTILITIES ADMINISTRATION	71,412.48	654,984.52	583,572.04	123,722.18	1,297,196.76	1,173,474.58	2	7,831,634.00	(7,707,911.82)	98
WATER PRODUCTION	165,756.78	455,557.56	289,800.78	884,974.98	928,564.87	43,589.89	16	5,477,117.00	(4,592,142.02)	84
WATER DISTRIBUTION	168,993.29	345,385.15	176,391.86	332,935.58	689,418.63	356,483.05	8	4,116,581.00	(3,783,645.42)	92
CUSTOMER SERVICE	93,010.96	27,002.89	(66,008.07)	113,727.63	53,272.20	(60,455.43)	36	314,470.00	(200,742.37)	64
WASTEWATER COLLECTION	39,087.94	1,977,038.78	1,937,950.84	77,577.32	3,953,738.34	3,876,161.02	0	23,707,108.00	(23,629,530.68)	100
WASTEWATER TREATMENT	80,212.58	185,558.47	105,345.89	191,003.81	380,585.94	189,582.13	9	2,237,062.00	(2,046,058.19)	91
BILLING & COLLECTION	29,967.95	34,053.22	4,085.27	62,902.30	65,872.22	2,969.92	16	405,266.00	(342,363.70)	84
NON-DEPARTMENTAL	66,340.80	60,489.62	(5,851.18)	139,559.25	120,979.24	(18,580.01)	3	5,183,089.00	(5,043,529.75)	97
<b>TOTAL EXPENSE</b>	<b>714,782.78</b>	<b>3,740,070.21</b>	<b>3,025,287.43</b>	<b>1,926,403.05</b>	<b>7,489,628.20</b>	<b>5,563,225.15</b>	<b>4</b>	<b>49,272,327.00</b>	<b>47,345,923.95</b>	<b>96</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>376,692.33</b>	<b>(2,628,278.99)</b>	<b>3,004,971.32</b>	<b>280,161.36</b>	<b>(5,248,235.05)</b>	<b>5,528,396.41</b>		<b>(35,616,746.00)</b>	<b>(58,794,940.54)</b>	

Budget Variance Report

Fund: 03 - SANITARY LANDFILL FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
CHARGES FOR SERVICES	96,271.84	105,926.60	(9,654.76)	195,477.87	194,858.99	618.88	18	1,100,400.00	(904,922.13)	82
OTHER REVENUE	1,195,370.40	225.04	1,195,145.36	1,200,301.92	796.07	1,199,505.85	6,918	17,350.00	1,182,951.92	-6,818
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>1,291,642.24</b>	<b>106,151.64</b>	<b>1,185,490.60</b>	<b>1,395,779.79</b>	<b>195,655.06</b>	<b>1,200,124.73</b>	<b>125</b>	<b>1,117,750.00</b>	<b>278,029.79</b>	<b>-25</b>
<b>EXPENSE SUMMARY</b>										
LANDFILL	251,673.05	81,800.65	(169,872.40)	1,534,565.50	176,406.32	(1,358,159.18)	147	1,040,961.00	493,604.50	-47
<b>TOTAL EXPENSE</b>	<b>251,673.05</b>	<b>81,800.65</b>	<b>(169,872.40)</b>	<b>1,534,565.50</b>	<b>176,406.32</b>	<b>(1,358,159.18)</b>	<b>147</b>	<b>1,040,961.00</b>	<b>(493,604.50)</b>	<b>-47</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>1,039,969.19</b>	<b>24,350.99</b>	<b>1,015,618.20</b>	<b>(138,785.71)</b>	<b>19,248.74</b>	<b>(158,034.45)</b>		<b>76,789.00</b>	<b>771,634.29</b>	

Budget Variance Report  
Fund: 04 - AIRPORT FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	10,000.00	(10,000.00)	100
CHARGES FOR SERVICES	12,857.25	10,761.63	2,095.62	44,199.25	21,199.95	22,999.30	34	130,350.00	(86,150.75)	66
OTHER REVENUE	0.00	118,539.21	(118,539.21)	0.00	237,078.42	(237,078.42)	0	1,423,040.00	(1,423,040.00)	100
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	297,325.00	(297,325.00)	100
<b>TOTAL REVENUE</b>	<b>12,857.25</b>	<b>129,300.84</b>	<b>(116,443.59)</b>	<b>44,199.25</b>	<b>258,278.37</b>	<b>(214,079.12)</b>	<b>2</b>	<b>1,860,715.00</b>	<b>(1,816,515.75)</b>	<b>98</b>
<b>EXPENSE SUMMARY</b>										
AIRPORT	6,581.71	142,366.65	135,784.94	21,444.54	290,689.08	269,244.54	1	1,719,462.00	(1,698,017.46)	99
<b>TOTAL EXPENSE</b>	<b>6,581.71</b>	<b>142,366.65</b>	<b>135,784.94</b>	<b>21,444.54</b>	<b>290,689.08</b>	<b>269,244.54</b>	<b>1</b>	<b>1,719,462.00</b>	<b>1,698,017.46</b>	<b>99</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>6,275.54</b>	<b>(13,065.81)</b>	<b>19,341.35</b>	<b>22,754.71</b>	<b>(32,410.71)</b>	<b>55,165.42</b>		<b>141,253.00</b>	<b>(3,514,533.21)</b>	

Budget Variance Report

Fund: 05 - STORM WATER DRAINAGE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	0.00	2,082.50	(2,082.50)	0.00	4,165.00	(4,165.00)	0	25,000.00	(25,000.00)	100
INTERGOVERNMENTAL	0.00	9,371.25	(9,371.25)	0.00	18,742.50	(18,742.50)	0	112,500.00	(112,500.00)	100
CHARGES FOR SERVICES	83,964.63	84,615.00	(650.37)	167,967.35	169,230.00	(1,262.65)	17	1,015,380.00	(847,412.65)	83
OTHER REVENUE	2,288.26	4.08	2,284.18	3,448.01	7.91	3,440.10	153	2,250.00	1,198.01	-53
<b>TOTAL REVENUE</b>	<b>86,252.89</b>	<b>96,072.83</b>	<b>(9,819.94)</b>	<b>171,415.36</b>	<b>192,145.41</b>	<b>(20,730.05)</b>	<b>15</b>	<b>1,155,130.00</b>	<b>(983,714.64)</b>	<b>85</b>
<b>EXPENSE SUMMARY</b>										
STORM WATER DRAINAGE	3,959.89	29,164.99	25,205.10	22,639.86	58,329.98	35,690.12	2	1,062,812.00	(1,040,172.14)	98
<b>TOTAL EXPENSE</b>	<b>3,959.89</b>	<b>29,164.99</b>	<b>25,205.10</b>	<b>22,639.86</b>	<b>58,329.98</b>	<b>35,690.12</b>	<b>2</b>	<b>1,062,812.00</b>	<b>1,040,172.14</b>	<b>98</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>82,293.00</b>	<b>66,907.84</b>	<b>15,385.16</b>	<b>148,775.50</b>	<b>133,815.43</b>	<b>14,960.07</b>		<b>92,318.00</b>	<b>(2,023,886.78)</b>	



Budget Variance Report

Fund: 07 - HOTEL OCCUPANCY TAX FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	59,115.59	46,686.74	12,428.85	59,115.59	46,686.74	12,428.85	9	694,278.00	(635,162.41)	91
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0	24,750.00	(24,750.00)	100
OTHER REVENUE	2,790.29	13.35	2,776.94	5,144.63	24.88	5,119.75	114	4,500.00	644.63	-14
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>61,905.88</b>	<b>46,700.09</b>	<b>15,205.79</b>	<b>64,260.22</b>	<b>46,711.62</b>	<b>17,548.60</b>	<b>9</b>	<b>723,528.00</b>	<b>(659,267.78)</b>	<b>91</b>
<b><u>EXPENSE SUMMARY</u></b>										
TOURISM	6,942.68	54,252.83	47,310.15	33,275.02	109,019.27	75,744.25	4	786,707.00	(753,431.98)	96
<b>TOTAL EXPENSE</b>	<b>6,942.68</b>	<b>54,252.83</b>	<b>47,310.15</b>	<b>33,275.02</b>	<b>109,019.27</b>	<b>75,744.25</b>	<b>4</b>	<b>786,707.00</b>	<b>753,431.98</b>	<b>96</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>54,963.20</b>	<b>(7,552.74)</b>	<b>62,515.94</b>	<b>30,985.20</b>	<b>(62,307.65)</b>	<b>93,292.85</b>		<b>(63,179.00)</b>	<b>(1,412,699.76)</b>	

Budget Variance Report

Fund: 08 - DEBT SERVICE FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	12,619.94	12,987.17	(367.23)	26,471.30	26,883.06	(411.76)	10	270,443.00	(243,971.70)	90
OTHER REVENUE	164.38	2.49	161.89	289.66	3.87	285.79	58	500.00	(210.34)	42
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	823,850.00	(823,850.00)	100
<b>TOTAL REVENUE</b>	<b>12,784.32</b>	<b>12,989.66</b>	<b>(205.34)</b>	<b>26,760.96</b>	<b>26,886.93</b>	<b>(125.97)</b>	<b>2</b>	<b>1,094,793.00</b>	<b>(1,068,032.04)</b>	<b>98</b>
<b><u>EXPENSE SUMMARY</u></b>										
DEBT SERVICE	0.00	58.31	58.31	0.00	116.62	116.62	0	1,092,925.00	(1,092,925.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>58.31</b>	<b>58.31</b>	<b>0.00</b>	<b>116.62</b>	<b>116.62</b>	<b>0</b>	<b>1,092,925.00</b>	<b>1,092,925.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>12,784.32</b>	<b>12,931.35</b>	<b>(147.03)</b>	<b>26,760.96</b>	<b>26,770.31</b>	<b>(9.35)</b>		<b>1,868.00</b>	<b>(2,160,957.04)</b>	

Budget Variance Report

Fund: 10 - CAPITAL PROJECTS FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
LICENSES AND PERMITS	3,888.75	208.25	3,680.50	3,888.75	416.50	3,472.25	156	2,500.00	1,388.75	-56
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	265,737.00	(265,737.00)	100
CHARGES FOR SERVICES	1,006.25	1,041.25	(35.00)	1,006.25	2,082.50	(1,076.25)	8	12,500.00	(11,493.75)	92
OTHER REVENUE	26,751.13	494.49	26,256.64	50,143.41	971.56	49,171.85	45	112,500.00	(62,356.59)	55
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	1,384,897.00	(1,384,897.00)	100
<b>TOTAL REVENUE</b>	<b>31,646.13</b>	<b>1,743.99</b>	<b>29,902.14</b>	<b>55,038.41</b>	<b>3,470.56</b>	<b>51,567.85</b>	<b>3</b>	<b>1,778,134.00</b>	<b>(1,723,095.59)</b>	<b>97</b>
<b>EXPENSE SUMMARY</b>										
STREET MAINTENANCE	368,865.00	679,176.13	310,311.13	965,828.70	1,358,352.26	392,523.56	12	8,153,375.00	(7,187,546.30)	88
PARKS & RECREATION	0.00	166,600.00	166,600.00	0.00	333,200.00	333,200.00	0	2,000,000.00	(2,000,000.00)	100
FIRE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>368,865.00</b>	<b>845,776.13</b>	<b>476,911.13</b>	<b>965,828.70</b>	<b>1,691,552.26</b>	<b>725,723.56</b>	<b>10</b>	<b>10,153,375.00</b>	<b>9,187,546.30</b>	<b>90</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(337,218.87)</b>	<b>(844,032.14)</b>	<b>506,813.27</b>	<b>(910,790.29)</b>	<b>(1,688,081.70)</b>	<b>777,291.41</b>		<b>(8,375,241.00)</b>	<b>(10,910,641.89)</b>	

Budget Variance Report

Fund: 11 - CHILD SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
FINES AND FORFEITURES	116.56	236.01	(119.45)	541.56	604.03	(62.47)	22	2,500.00	(1,958.44)	78
OTHER REVENUE	23.82	0.44	23.38	42.72	0.64	42.08	57	75.00	(32.28)	43
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL REVENUE</b>	<b>140.38</b>	<b>236.45</b>	<b>(96.07)</b>	<b>584.28</b>	<b>604.67</b>	<b>(20.39)</b>	<b>23</b>	<b>2,575.00</b>	<b>(1,990.72)</b>	<b>77</b>
<b><u>EXPENSE SUMMARY</u></b>										
CHILD SAFETY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>140.38</b>	<b>236.45</b>	<b>(96.07)</b>	<b>584.28</b>	<b>604.67</b>	<b>(20.39)</b>		<b>2,575.00</b>	<b>(1,990.72)</b>	

Budget Variance Report

Fund: 12 - COURT TECHNOLOGY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
FINES AND FORFEITURES	998.98	411.44	587.54	2,007.66	1,050.44	957.22	30	6,761.00	(4,753.34)	70
OTHER REVENUE	58.18	0.39	57.79	103.80	0.79	103.01	69	150.00	(46.20)	31
<b>TOTAL REVENUE</b>	<b>1,057.16</b>	<b>411.83</b>	<b>645.33</b>	<b>2,111.46</b>	<b>1,051.23</b>	<b>1,060.23</b>	<b>31</b>	<b>6,911.00</b>	<b>(4,799.54)</b>	<b>69</b>
<b>EXPENSE SUMMARY</b>										
COURT TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>1,057.16</b>	<b>411.83</b>	<b>645.33</b>	<b>2,111.46</b>	<b>1,051.23</b>	<b>1,060.23</b>		<b>6,911.00</b>	<b>(4,799.54)</b>	

Budget Variance Report

Fund: 13 - PUBLIC SAFETY FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
FINES AND FORFEITURES	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	2,800.00	(2,800.00)	100
OTHER REVENUE	273.96	2.23	271.73	503.38	4.28	499.10	67	750.00	(246.62)	33
<b>TOTAL REVENUE</b>	<b>273.96</b>	<b>2.23</b>	<b>271.73</b>	<b>503.38</b>	<b>4.28</b>	<b>499.10</b>	<b>14</b>	<b>3,550.00</b>	<b>(3,046.62)</b>	<b>86</b>
<b>EXPENSE SUMMARY</b>										
PUBLIC SAFETY	0.00	1,731.55	1,731.55	0.00	3,463.10	3,463.10	0	20,787.00	(20,787.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>1,731.55</b>	<b>1,731.55</b>	<b>0.00</b>	<b>3,463.10</b>	<b>3,463.10</b>	<b>0</b>	<b>20,787.00</b>	<b>20,787.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>273.96</b>	<b>(1,729.32)</b>	<b>2,003.28</b>	<b>503.38</b>	<b>(3,458.82)</b>	<b>3,962.20</b>		<b>(17,237.00)</b>	<b>(23,833.62)</b>	



Budget Variance Report

Fund: 20 - TAX INCREMENT FINANCING FUND

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	20,397.64	57,960.00	(37,562.36)	57,927.08	107,340.00	(49,412.92)	8	689,933.00	(632,005.92)	92
OTHER REVENUE	1,525.59	0.73	1,524.86	2,192.56	1.17	2,191.39	1,462	150.00	2,042.56	-1,362
TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0	133,917.00	(133,917.00)	100
<b>TOTAL REVENUE</b>	<b>21,923.23</b>	<b>57,960.73</b>	<b>(36,037.50)</b>	<b>60,119.64</b>	<b>107,341.17</b>	<b>(47,221.53)</b>	<b>7</b>	<b>824,000.00</b>	<b>(763,880.36)</b>	<b>93</b>
<b><u>EXPENSE SUMMARY</u></b>										
TAX INCREMENT FINANCING	0.00	0.00	0.00	0.00	0.00	0.00	0	823,850.00	(823,850.00)	100
<b>TOTAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>823,850.00</b>	<b>823,850.00</b>	<b>100</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>21,923.23</b>	<b>57,960.73</b>	<b>(36,037.50)</b>	<b>60,119.64</b>	<b>107,341.17</b>	<b>(47,221.53)</b>		<b>150.00</b>	<b>(1,587,730.36)</b>	

Budget Variance Report

Fund: 79 - SEDA

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
TAXES	73,670.11	68,019.62	5,650.49	141,922.19	125,981.71	15,940.48	20	703,996.00	(562,073.81)	80
INTERGOVERNMENTAL	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
OTHER REVENUE	3,559.83	56.68	3,503.15	6,628.28	110.37	6,517.91	44	15,000.00	(8,371.72)	56
<b>TOTAL REVENUE</b>	<b>77,229.94</b>	<b>68,076.30</b>	<b>9,153.64</b>	<b>148,550.47</b>	<b>126,092.08</b>	<b>22,458.39</b>	<b>21</b>	<b>718,996.00</b>	<b>(570,445.53)</b>	<b>79</b>
<b><u>EXPENSE SUMMARY</u></b>										
SEDA	24,976.91	148,429.06	123,452.15	49,483.61	294,119.13	244,635.52	3	1,838,996.00	(1,789,512.39)	97
<b>TOTAL EXPENSE</b>	<b>24,976.91</b>	<b>148,429.06</b>	<b>123,452.15</b>	<b>49,483.61</b>	<b>294,119.13</b>	<b>244,635.52</b>	<b>3</b>	<b>1,838,996.00</b>	<b>1,789,512.39</b>	<b>97</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>52,253.03</b>	<b>(80,352.76)</b>	<b>132,605.79</b>	<b>99,066.86</b>	<b>(168,027.05)</b>	<b>267,093.91</b>		<b>(1,120,000.00)</b>	<b>(2,359,957.92)</b>	

Prior-Year Comparative Income Statement

Group Summary

For the Period Ending 11/30/2022



City of Stephenville

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 01 - GENERAL FUND</b>								
<b>Revenue</b>								
40 - TAXES	1,262,806.42	1,231,537.37	-31,269.05	-2.48%	2,410,652.45	2,428,071.95	17,419.50	0.72%
41 - LICENSES AND PERMITS	34,479.48	46,313.32	11,833.84	34.32%	49,325.66	68,196.96	18,871.30	38.26%
42 - FINES AND FORFEITURES	14,146.47	27,499.46	13,352.99	94.39%	36,574.08	54,675.28	18,101.20	49.49%
43 - INTERGOVERNMENTAL	300.00	73,055.39	72,755.39	24,251.80%	600.00	73,355.39	72,755.39	12,125.90%
44 - CHARGES FOR SERVICES	77,959.78	126,734.92	48,775.14	62.56%	160,401.07	258,459.49	98,058.42	61.13%
45 - OTHER REVENUE	182,638.95	61,825.52	-120,813.43	-66.15%	222,494.55	118,672.89	-103,821.66	-46.66%
<b>Revenue Total:</b>	<b>1,572,331.10</b>	<b>1,566,965.98</b>	<b>-5,365.12</b>	<b>-0.34%</b>	<b>2,880,047.81</b>	<b>3,001,431.96</b>	<b>121,384.15</b>	<b>4.21%</b>
<b>Expense</b>								
<b>Department: 101 - CITY COUNCIL</b>								
51 - PERSONNEL	1,937.70	1,953.93	-16.23	-0.84%	2,631.71	3,579.17	-947.46	-36.00%
52 - CONTRACTUAL	3,050.79	10,272.54	-7,221.75	-236.72%	9,636.54	41,854.16	-32,217.62	-334.33%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	0.00	77.25	-77.25	0.00%
<b>Department 101 - CITY COUNCIL Total:</b>	<b>4,988.49</b>	<b>12,226.47</b>	<b>-7,237.98</b>	<b>-145.09%</b>	<b>12,268.25</b>	<b>45,510.58</b>	<b>-33,242.33</b>	<b>-270.96%</b>
<b>Department: 102 - CITY MANAGER</b>								
51 - PERSONNEL	37,855.06	21,222.81	16,632.25	43.94%	61,739.04	35,611.89	26,127.15	42.32%
52 - CONTRACTUAL	8,436.37	1,354.79	7,081.58	83.94%	12,875.58	3,973.98	8,901.60	69.14%
53 - GENERAL SERVICES	28.09	0.00	28.09	100.00%	58.77	62.07	-3.30	-5.62%
<b>Department 102 - CITY MANAGER Total:</b>	<b>46,319.52</b>	<b>22,577.60</b>	<b>23,741.92</b>	<b>51.26%</b>	<b>74,673.39</b>	<b>39,647.94</b>	<b>35,025.45</b>	<b>46.90%</b>
<b>Department: 103 - CITY SECRETARY</b>								
51 - PERSONNEL	8,664.36	6,011.94	2,652.42	30.61%	14,024.15	7,541.66	6,482.49	46.22%
52 - CONTRACTUAL	2,046.51	2,732.08	-685.57	-33.50%	7,531.43	10,041.01	-2,509.58	-33.32%
53 - GENERAL SERVICES	9.72	0.00	9.72	100.00%	319.09	284.81	34.28	10.74%
54 - MACHINE & EQUIPMENT MAI	0.00	5,472.39	-5,472.39	0.00%	24,622.39	31,824.25	-7,201.86	-29.25%
55 - CAPITAL OUTLAY	4,535.11	0.00	4,535.11	100.00%	4,535.11	0.00	4,535.11	100.00%
<b>Department 103 - CITY SECRETARY Total:</b>	<b>15,255.70</b>	<b>14,216.41</b>	<b>1,039.29</b>	<b>6.81%</b>	<b>51,032.17</b>	<b>49,691.73</b>	<b>1,340.44</b>	<b>2.63%</b>
<b>Department: 104 - EMERGENCY MANAGEMENT</b>								
52 - CONTRACTUAL	68.99	226.74	-157.75	-228.66%	12,428.68	9,476.74	2,951.94	23.75%
<b>Department 104 - EMERGENCY MANAGEMENT Total:</b>	<b>68.99</b>	<b>226.74</b>	<b>-157.75</b>	<b>-228.66%</b>	<b>12,428.68</b>	<b>9,476.74</b>	<b>2,951.94</b>	<b>23.75%</b>
<b>Department: 105 - MUNICIPAL BUILDING</b>								
51 - PERSONNEL	2,002.16	2,071.12	-68.96	-3.44%	3,418.06	3,717.83	-299.77	-8.77%
52 - CONTRACTUAL	2,391.79	3,273.86	-882.07	-36.88%	5,737.40	6,903.85	-1,166.45	-20.33%
53 - GENERAL SERVICES	971.63	1,007.69	-36.06	-3.71%	2,170.43	3,376.03	-1,205.60	-55.55%

Prior-Year Comparative Income Statement

For the Period Ending 11

Item 13.

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
54 - MACHINE & EQUIPMENT MAI	1,057.45	6,700.00	-5,642.55	-533.60%	11,510.54	15,903.30	-4,392.76	-38.16%
<b>Department 105 - MUNICIPAL BUILDING Total:</b>	<b>6,423.03</b>	<b>13,052.67</b>	<b>-6,629.64</b>	<b>-103.22%</b>	<b>22,836.43</b>	<b>29,901.01</b>	<b>-7,064.58</b>	<b>-30.94%</b>
<b>Department: 106 - MUNICIPAL SERVICES CTR</b>								
51 - PERSONNEL	4,673.81	5,335.31	-661.50	-14.15%	8,018.69	8,931.29	-912.60	-11.38%
52 - CONTRACTUAL	2,130.27	2,267.35	-137.08	-6.43%	6,205.15	6,736.71	-531.56	-8.57%
53 - GENERAL SERVICES	1,012.82	-392.38	1,405.20	138.74%	9,831.65	16,003.09	-6,171.44	-62.77%
54 - MACHINE & EQUIPMENT MAI	208.99	0.00	208.99	100.00%	427.99	0.00	427.99	100.00%
<b>Department 106 - MUNICIPAL SERVICES CTR Total:</b>	<b>8,025.89</b>	<b>7,210.28</b>	<b>815.61</b>	<b>10.16%</b>	<b>24,483.48</b>	<b>31,671.09</b>	<b>-7,187.61</b>	<b>-29.36%</b>
<b>Department: 107 - HUMAN RESOURCES</b>								
51 - PERSONNEL	8,966.27	7,183.51	1,782.76	19.88%	13,743.41	12,000.76	1,742.65	12.68%
52 - CONTRACTUAL	4,699.31	5,111.13	-411.82	-8.76%	10,225.46	10,346.96	-121.50	-1.19%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	39.45	148.37	-108.92	-276.10%
<b>Department 107 - HUMAN RESOURCES Total:</b>	<b>13,665.58</b>	<b>12,294.64</b>	<b>1,370.94</b>	<b>10.03%</b>	<b>24,008.32</b>	<b>22,496.09</b>	<b>1,512.23</b>	<b>6.30%</b>
<b>Department: 108 - DOWNTOWN</b>								
51 - PERSONNEL	3,668.47	6,572.87	-2,904.40	-79.17%	6,753.81	10,976.48	-4,222.67	-62.52%
52 - CONTRACTUAL	8,458.65	16,925.72	-8,467.07	-100.10%	9,157.85	23,329.58	-14,171.73	-154.75%
53 - GENERAL SERVICES	2,024.27	0.00	2,024.27	100.00%	2,024.27	0.00	2,024.27	100.00%
55 - CAPITAL OUTLAY	1,957.00	0.00	1,957.00	100.00%	2,156.19	0.00	2,156.19	100.00%
<b>Department 108 - DOWNTOWN Total:</b>	<b>16,108.39</b>	<b>23,498.59</b>	<b>-7,390.20</b>	<b>-45.88%</b>	<b>20,092.12</b>	<b>34,306.06</b>	<b>-14,213.94</b>	<b>-70.74%</b>
<b>Department: 201 - FINANCE</b>								
51 - PERSONNEL	30,977.24	36,914.57	-5,937.33	-19.17%	51,829.61	63,739.00	-11,909.39	-22.98%
52 - CONTRACTUAL	8,810.74	20,240.78	-11,430.04	-129.73%	16,334.46	34,434.15	-18,099.69	-110.81%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	300.66	80.58	220.08	73.20%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	0.00	299.98	-299.98	0.00%
56 - BANK CHARGES	307.25	100.00	207.25	67.45%	307.25	986.53	-679.28	-221.08%
<b>Department 201 - FINANCE Total:</b>	<b>40,095.23</b>	<b>57,255.35</b>	<b>-17,160.12</b>	<b>-42.80%</b>	<b>68,771.98</b>	<b>99,540.24</b>	<b>-30,768.26</b>	<b>-44.74%</b>
<b>Department: 203 - INFORMATION TECHNOLOGY</b>								
51 - PERSONNEL	17,917.49	15,489.57	2,427.92	13.55%	30,111.79	31,122.77	-1,010.98	-3.36%
52 - CONTRACTUAL	-220.41	138.07	-358.48	-162.64%	2,213.42	617.51	1,595.91	72.10%
53 - GENERAL SERVICES	2,038.16	891.77	1,146.39	56.25%	4,006.88	3,685.21	321.67	8.03%
54 - MACHINE & EQUIPMENT MAI	3,282.56	25,487.67	-22,205.11	-676.46%	44,498.04	46,432.66	-1,934.62	-4.35%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	19,454.60	0.00	19,454.60	100.00%
<b>Department 203 - INFORMATION TECHNOLOGY Total:</b>	<b>23,017.80</b>	<b>42,007.08</b>	<b>-18,989.28</b>	<b>-82.50%</b>	<b>100,284.73</b>	<b>81,858.15</b>	<b>18,426.58</b>	<b>18.37%</b>
<b>Department: 204 - TAX</b>								
52 - CONTRACTUAL	595.20	444.80	150.40	25.27%	40,830.32	50,740.24	-9,909.92	-24.27%
<b>Department 204 - TAX Total:</b>	<b>595.20</b>	<b>444.80</b>	<b>150.40</b>	<b>25.27%</b>	<b>40,830.32</b>	<b>50,740.24</b>	<b>-9,909.92</b>	<b>-24.27%</b>
<b>Department: 301 - LEGAL COUNSEL</b>								
51 - PERSONNEL	5,836.69	9,905.22	-4,068.53	-69.71%	11,400.80	14,133.26	-2,732.46	-23.97%
52 - CONTRACTUAL	10,178.06	14.99	10,163.07	99.85%	11,779.34	172.67	11,606.67	98.53%

Prior-Year Comparative Income Statement

For the Period Ending 11/30/2022 Item 13.

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
53 - GENERAL SERVICES	0.00	10.81	-10.81	0.00%	0.00	10.81	-10.81	0.00%
<b>Department 301 - LEGAL COUNSEL Total:</b>	<b>16,014.75</b>	<b>9,931.02</b>	<b>6,083.73</b>	<b>37.99%</b>	<b>23,180.14</b>	<b>14,316.74</b>	<b>8,863.40</b>	<b>38.24%</b>
<b>Department: 302 - MUNICIPAL COURT</b>								
51 - PERSONNEL	6,432.72	7,218.64	-785.92	-12.22%	10,044.29	10,994.99	-950.70	-9.47%
52 - CONTRACTUAL	3,646.64	2,610.62	1,036.02	28.41%	7,472.75	5,318.30	2,154.45	28.83%
53 - GENERAL SERVICES	415.28	655.61	-240.33	-57.87%	824.15	1,521.52	-697.37	-84.62%
54 - MACHINE & EQUIPMENT MAI	3,031.88	3,183.47	-151.59	-5.00%	3,031.88	3,183.47	-151.59	-5.00%
<b>Department 302 - MUNICIPAL COURT Total:</b>	<b>13,526.52</b>	<b>13,668.34</b>	<b>-141.82</b>	<b>-1.05%</b>	<b>21,373.07</b>	<b>21,018.28</b>	<b>354.79</b>	<b>1.66%</b>
<b>Department: 402 - STREET MAINTENANCE</b>								
51 - PERSONNEL	32,271.44	33,904.74	-1,633.30	-5.06%	60,873.84	67,699.20	-6,825.36	-11.21%
52 - CONTRACTUAL	17,092.17	17,194.22	-102.05	-0.60%	27,697.25	29,911.03	-2,213.78	-7.99%
53 - GENERAL SERVICES	3,322.93	3,574.88	-251.95	-7.58%	3,886.02	4,517.55	-631.53	-16.25%
54 - MACHINE & EQUIPMENT MAI	7,537.58	5,235.00	2,302.58	30.55%	29,060.04	6,389.23	22,670.81	78.01%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
<b>Department 402 - STREET MAINTENANCE Total:</b>	<b>60,224.12</b>	<b>59,908.84</b>	<b>315.28</b>	<b>0.52%</b>	<b>121,517.15</b>	<b>108,517.01</b>	<b>13,000.14</b>	<b>10.70%</b>
<b>Department: 501 - PARKS &amp; RECREATION</b>								
51 - PERSONNEL	66,953.60	68,286.49	-1,332.89	-1.99%	122,133.20	129,066.08	-6,932.88	-5.68%
52 - CONTRACTUAL	28,361.27	20,179.77	8,181.50	28.85%	50,780.42	46,180.88	4,599.54	9.06%
53 - GENERAL SERVICES	13,690.69	7,236.73	6,453.96	47.14%	24,814.24	17,611.39	7,202.85	29.03%
54 - MACHINE & EQUIPMENT MAI	2,607.58	4,073.43	-1,465.85	-56.21%	7,603.50	14,697.74	-7,094.24	-93.30%
55 - CAPITAL OUTLAY	18,809.96	0.00	18,809.96	100.00%	31,713.96	30,293.65	1,420.31	4.48%
56 - BANK CHARGES	0.00	5.33	-5.33	0.00%	1.08	5.33	-4.25	-393.52%
<b>Department 501 - PARKS &amp; RECREATION Total:</b>	<b>130,423.10</b>	<b>99,781.75</b>	<b>30,641.35</b>	<b>23.49%</b>	<b>237,046.40</b>	<b>237,855.07</b>	<b>-808.67</b>	<b>-0.34%</b>
<b>Department: 504 - LIBRARY</b>								
51 - PERSONNEL	16,458.54	17,865.61	-1,407.07	-8.55%	27,339.65	29,294.25	-1,954.60	-7.15%
52 - CONTRACTUAL	1,681.11	1,200.77	480.34	28.57%	3,870.19	3,751.96	118.23	3.05%
53 - GENERAL SERVICES	930.99	643.56	287.43	30.87%	1,246.18	1,409.44	-163.26	-13.10%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	138.09	524.03	-385.94	-279.48%
<b>Department 504 - LIBRARY Total:</b>	<b>19,070.64</b>	<b>19,709.94</b>	<b>-639.30</b>	<b>-3.35%</b>	<b>32,594.11</b>	<b>34,979.68</b>	<b>-2,385.57</b>	<b>-7.32%</b>
<b>Department: 506 - SENIOR CENTER</b>								
51 - PERSONNEL	6,779.94	6,055.86	724.08	10.68%	12,007.10	11,642.65	364.45	3.04%
52 - CONTRACTUAL	2,036.78	1,563.53	473.25	23.24%	6,815.93	6,569.93	246.00	3.61%
53 - GENERAL SERVICES	1,351.01	681.80	669.21	49.53%	1,528.58	1,671.20	-142.62	-9.33%
54 - MACHINE & EQUIPMENT MAI	578.03	95.63	482.40	83.46%	779.46	274.34	505.12	64.80%
55 - CAPITAL OUTLAY	0.00	2,079.00	-2,079.00	0.00%	0.00	10,699.00	-10,699.00	0.00%
<b>Department 506 - SENIOR CENTER Total:</b>	<b>10,745.76</b>	<b>10,475.82</b>	<b>269.94</b>	<b>2.51%</b>	<b>21,131.07</b>	<b>30,857.12</b>	<b>-9,726.05</b>	<b>-46.03%</b>
<b>Department: 507 - AQUATIC CENTER</b>								
51 - PERSONNEL	801.74	552.24	249.50	31.12%	2,521.91	2,607.69	-85.78	-3.40%
52 - CONTRACTUAL	4,422.98	3,275.93	1,147.05	25.93%	9,131.74	8,718.47	413.27	4.53%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	3,508.58	2,108.75	1,399.83	39.90%

Prior-Year Comparative Income Statement

For the Period Ending 11/30/2022 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	10.00	0.00	10.00	100.00%
<b>Department 507 - AQUATIC CENTER Total:</b>	<b>5,224.72</b>	<b>3,828.17</b>	<b>1,396.55</b>	<b>26.73%</b>	<b>15,172.23</b>	<b>13,434.91</b>	<b>1,737.32</b>	<b>11.45%</b>
<b>Department: 601 - FIRE DEPARTMENT</b>								
51 - PERSONNEL	255,534.29	263,260.12	-7,725.83	-3.02%	477,980.80	504,317.41	-26,336.61	-5.51%
52 - CONTRACTUAL	9,589.16	30,705.18	-21,116.02	-220.21%	41,631.94	78,875.75	-37,243.81	-89.46%
53 - GENERAL SERVICES	8,476.01	23,636.33	-15,160.32	-178.86%	16,041.22	43,502.89	-27,461.67	-171.19%
54 - MACHINE & EQUIPMENT MAI	6,903.73	14,517.76	-7,614.03	-110.29%	11,106.54	19,244.20	-8,137.66	-73.27%
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	20,000.00	47,829.00	-27,829.00	-139.15%
56 - BANK CHARGES	1.03	0.00	1.03	100.00%	1.03	0.00	1.03	100.00%
<b>Department 601 - FIRE DEPARTMENT Total:</b>	<b>280,504.22</b>	<b>332,119.39</b>	<b>-51,615.17</b>	<b>-18.40%</b>	<b>566,761.53</b>	<b>693,769.25</b>	<b>-127,007.72</b>	<b>-22.41%</b>
<b>Department: 701 - POLICE DEPARTMENT</b>								
51 - PERSONNEL	373,382.63	388,103.58	-14,720.95	-3.94%	654,446.21	712,277.93	-57,831.72	-8.84%
52 - CONTRACTUAL	38,747.23	21,578.89	17,168.34	44.31%	129,187.52	121,411.96	7,775.56	6.02%
53 - GENERAL SERVICES	14,834.70	21,562.79	-6,728.09	-45.35%	22,329.21	44,565.46	-22,236.25	-99.58%
54 - MACHINE & EQUIPMENT MAI	25,704.04	9,814.73	15,889.31	61.82%	33,265.46	17,921.86	15,343.60	46.12%
55 - CAPITAL OUTLAY	0.00	158,264.25	-158,264.25	0.00%	2,026.25	158,264.25	-156,238.00	-7,710.70%
<b>Department 701 - POLICE DEPARTMENT Total:</b>	<b>452,668.60</b>	<b>599,324.24</b>	<b>-146,655.64</b>	<b>-32.40%</b>	<b>841,254.65</b>	<b>1,054,441.46</b>	<b>-213,186.81</b>	<b>-25.34%</b>
<b>Department: 801 - DEVELOPMENT SERVICES</b>								
51 - PERSONNEL	28,578.87	36,056.76	-7,477.89	-26.17%	48,542.84	63,280.91	-14,738.07	-30.36%
52 - CONTRACTUAL	15,377.88	3,588.89	11,788.99	76.66%	22,052.02	5,700.58	16,351.44	74.15%
53 - GENERAL SERVICES	1,170.91	816.68	354.23	30.25%	1,416.44	2,132.15	-715.71	-50.53%
54 - MACHINE & EQUIPMENT MAI	4,438.67	0.00	4,438.67	100.00%	8,248.67	9,314.00	-1,065.33	-12.92%
<b>Department 801 - DEVELOPMENT SERVICES Total:</b>	<b>49,566.33</b>	<b>40,462.33</b>	<b>9,104.00</b>	<b>18.37%</b>	<b>80,259.97</b>	<b>80,427.64</b>	<b>-167.67</b>	<b>-0.21%</b>
<b>Department: 804 - GIS</b>								
51 - PERSONNEL	0.00	7,091.53	-7,091.53	0.00%	0.00	7,204.53	-7,204.53	0.00%
52 - CONTRACTUAL	0.00	116.31	-116.31	0.00%	0.00	273.99	-273.99	0.00%
<b>Department 804 - GIS Total:</b>	<b>0.00</b>	<b>7,207.84</b>	<b>-7,207.84</b>	<b>0.00%</b>	<b>0.00</b>	<b>7,478.52</b>	<b>-7,478.52</b>	<b>0.00%</b>
<b>Expense Total:</b>	<b>1,212,532.58</b>	<b>1,401,428.31</b>	<b>-188,895.73</b>	<b>-15.58%</b>	<b>2,412,000.19</b>	<b>2,791,935.55</b>	<b>-379,935.36</b>	<b>-15.75%</b>
<b>Total Revenues</b>	<b>1,572,331.10</b>	<b>1,566,965.98</b>	<b>-5,365.12</b>	<b>-0.34%</b>	<b>2,880,047.81</b>	<b>3,001,431.96</b>	<b>121,384.15</b>	<b>4.21%</b>
<b>Fund 01 Surplus (Deficit):</b>	<b>359,798.52</b>	<b>165,537.67</b>	<b>-194,260.85</b>	<b>-53.99%</b>	<b>468,047.62</b>	<b>209,496.41</b>	<b>-258,551.21</b>	<b>-55.24%</b>



Prior-Year Comparative Income Statement

For the Period Ending 11/30/2022 Item 13.

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 02 - WATER AND WASTEWATER FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	911,677.39	962,041.12	50,363.73	5.52%	1,853,923.30	1,974,850.21	120,926.91	6.52%
45 - OTHER REVENUE	369.27	129,433.99	129,064.72	34,951.31%	271.60	231,714.20	231,442.60	85,214.51%
<b>Revenue Total:</b>	<b>912,046.66</b>	<b>1,091,475.11</b>	<b>179,428.45</b>	<b>19.67%</b>	<b>1,854,194.90</b>	<b>2,206,564.41</b>	<b>352,369.51</b>	<b>19.00%</b>
<b>Expense</b>								
<b>Department: 000 - UTILITIES ADMINISTRATION</b>								
51 - PERSONNEL	32,800.77	53,587.62	-20,786.85	-63.37%	59,063.55	103,873.30	-44,809.75	-75.87%
52 - CONTRACTUAL	2,532.97	1,606.71	926.26	36.57%	4,787.38	3,630.73	1,156.65	24.16%
53 - GENERAL SERVICES	678.09	972.97	-294.88	-43.49%	678.09	972.97	-294.88	-43.49%
55 - CAPITAL OUTLAY	0.00	15,245.18	-15,245.18	0.00%	0.00	15,245.18	-15,245.18	0.00%
<b>Department 000 - UTILITIES ADMINISTRATION Total:</b>	<b>36,011.83</b>	<b>71,412.48</b>	<b>-35,400.65</b>	<b>-98.30%</b>	<b>64,529.02</b>	<b>123,722.18</b>	<b>-59,193.16</b>	<b>-91.73%</b>
<b>Department: 001 - WATER PRODUCTION</b>								
51 - PERSONNEL	18,028.73	18,427.59	-398.86	-2.21%	34,794.39	33,828.48	965.91	2.78%
52 - CONTRACTUAL	37,713.73	77,218.45	-39,504.72	-104.75%	230,407.21	247,762.82	-17,355.61	-7.53%
53 - GENERAL SERVICES	1,757.20	2,302.36	-545.16	-31.02%	1,937.10	2,405.79	-468.69	-24.20%
54 - MACHINE & EQUIPMENT MAI	12,454.67	27,658.38	-15,203.71	-122.07%	16,292.88	33,592.05	-17,299.17	-106.18%
55 - CAPITAL OUTLAY	20,880.00	40,150.00	-19,270.00	-92.29%	20,880.00	567,385.84	-546,505.84	-2,617.37%
<b>Department 001 - WATER PRODUCTION Total:</b>	<b>90,834.33</b>	<b>165,756.78</b>	<b>-74,922.45</b>	<b>-82.48%</b>	<b>304,311.58</b>	<b>884,974.98</b>	<b>-580,663.40</b>	<b>-190.81%</b>
<b>Department: 002 - WATER DISTRIBUTION</b>								
51 - PERSONNEL	12,415.10	7,795.05	4,620.05	37.21%	22,727.84	15,330.12	7,397.72	32.55%
52 - CONTRACTUAL	32,752.02	10,395.79	22,356.23	68.26%	35,312.61	13,181.58	22,131.03	62.67%
53 - GENERAL SERVICES	2,462.27	2,769.30	-307.03	-12.47%	7,602.36	3,105.45	4,496.91	59.15%
54 - MACHINE & EQUIPMENT MAI	47,185.66	690.69	46,494.97	98.54%	50,387.51	8,301.13	42,086.38	83.53%
55 - CAPITAL OUTLAY	10,785.00	147,342.46	-136,557.46	-1,266.18%	10,785.00	293,017.30	-282,232.30	-2,616.90%
<b>Department 002 - WATER DISTRIBUTION Total:</b>	<b>105,600.05</b>	<b>168,993.29</b>	<b>-63,393.24</b>	<b>-60.03%</b>	<b>126,815.32</b>	<b>332,935.58</b>	<b>-206,120.26</b>	<b>-162.54%</b>
<b>Department: 003 - CUSTOMER SERVICE</b>								
51 - PERSONNEL	13,250.74	13,831.39	-580.65	-4.38%	25,444.02	24,960.93	483.09	1.90%
52 - CONTRACTUAL	6,276.72	5,870.50	406.22	6.47%	13,920.38	13,070.98	849.40	6.10%
53 - GENERAL SERVICES	1,538.36	1,127.90	410.46	26.68%	1,683.09	1,136.53	546.56	32.47%
54 - MACHINE & EQUIPMENT MAI	-632.96	72,181.17	-72,814.13	-11,503.75%	2,233.15	74,559.19	-72,326.04	-3,238.75%
<b>Department 003 - CUSTOMER SERVICE Total:</b>	<b>20,432.86</b>	<b>93,010.96</b>	<b>-72,578.10</b>	<b>-355.20%</b>	<b>43,280.64</b>	<b>113,727.63</b>	<b>-70,446.99</b>	<b>-162.77%</b>
<b>Department: 011 - WASTEWATER COLLECTION</b>								
51 - PERSONNEL	18,772.89	23,455.57	-4,682.68	-24.94%	34,987.38	49,017.57	-14,030.19	-40.10%
52 - CONTRACTUAL	426.04	427.16	-1.12	-0.26%	4,369.94	6,506.31	-2,136.37	-48.89%
53 - GENERAL SERVICES	1,575.81	2,754.41	-1,178.60	-74.79%	1,788.69	3,362.30	-1,573.61	-87.98%
54 - MACHINE & EQUIPMENT MAI	2,722.75	0.80	2,721.95	99.97%	7,500.44	6,241.14	1,259.30	16.79%
55 - CAPITAL OUTLAY	957.00	12,450.00	-11,493.00	-1,200.94%	957.00	12,450.00	-11,493.00	-1,200.94%
<b>Department 011 - WASTEWATER COLLECTION Total:</b>	<b>24,454.49</b>	<b>39,087.94</b>	<b>-14,633.45</b>	<b>-59.84%</b>	<b>49,603.45</b>	<b>77,577.32</b>	<b>-27,973.87</b>	<b>-56.40%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11

Item 13.

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Department: 012 - WASTEWATER TREATMENT</b>								
52 - CONTRACTUAL	79,409.98	80,212.58	-802.60	-1.01%	177,480.09	179,559.80	-2,079.71	-1.17%
54 - MACHINE & EQUIPMENT MAI	0.00	0.00	0.00	0.00%	897.22	11,444.01	-10,546.79	-1,175.50%
<b>Department 012 - WASTEWATER TREATMENT Total:</b>	<b>79,409.98</b>	<b>80,212.58</b>	<b>-802.60</b>	<b>-1.01%</b>	<b>178,377.31</b>	<b>191,003.81</b>	<b>-12,626.50</b>	<b>-7.08%</b>
<b>Department: 020 - BILLING &amp; COLLECTION</b>								
51 - PERSONNEL	6,942.33	7,162.95	-220.62	-3.18%	11,417.66	12,454.91	-1,037.25	-9.08%
52 - CONTRACTUAL	4,428.37	6,981.13	-2,552.76	-57.65%	10,670.15	13,372.96	-2,702.81	-25.33%
53 - GENERAL SERVICES	9,714.60	15,558.87	-5,844.27	-60.16%	20,178.89	32,604.55	-12,425.66	-61.58%
54 - MACHINE & EQUIPMENT MAI	4,017.27	265.00	3,752.27	93.40%	4,282.27	4,469.88	-187.61	-4.38%
<b>Department 020 - BILLING &amp; COLLECTION Total:</b>	<b>25,102.57</b>	<b>29,967.95</b>	<b>-4,865.38</b>	<b>-19.38%</b>	<b>46,548.97</b>	<b>62,902.30</b>	<b>-16,353.33</b>	<b>-35.13%</b>
<b>Department: 901 - NON-DEPARTMENTAL</b>								
52 - CONTRACTUAL	0.00	66,334.73	-66,334.73	0.00%	0.00	139,534.38	-139,534.38	0.00%
56 - BANK CHARGES	0.00	6.07	-6.07	0.00%	1.74	24.87	-23.13	-1,329.31%
59 - TRANSFER	63,562.08	0.00	63,562.08	100.00%	128,207.12	0.00	128,207.12	100.00%
<b>Department 901 - NON-DEPARTMENTAL Total:</b>	<b>63,562.08</b>	<b>66,340.80</b>	<b>-2,778.72</b>	<b>-4.37%</b>	<b>128,208.86</b>	<b>139,559.25</b>	<b>-11,350.39</b>	<b>-8.85%</b>
<b>Expense Total:</b>	<b>445,408.19</b>	<b>714,782.78</b>	<b>-269,374.59</b>	<b>-60.48%</b>	<b>941,675.15</b>	<b>1,926,403.05</b>	<b>-984,727.90</b>	<b>-104.57%</b>
<b>Total Revenues</b>	<b>912,046.66</b>	<b>1,091,475.11</b>	<b>179,428.45</b>	<b>19.67%</b>	<b>1,854,194.90</b>	<b>2,206,564.41</b>	<b>352,369.51</b>	<b>19.00%</b>
<b>Fund 02 Surplus (Deficit):</b>	<b>466,638.47</b>	<b>376,692.33</b>	<b>-89,946.14</b>	<b>-19.28%</b>	<b>912,519.75</b>	<b>280,161.36</b>	<b>-632,358.39</b>	<b>-69.30%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11

Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 03 - SANITARY LANDFILL FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	91,508.60	96,271.84	4,763.24	5.21%	180,977.60	195,477.87	14,500.27	8.01%
45 - OTHER REVENUE	395.89	1,195,370.40	1,194,974.51	301,845.09%	438.63	1,200,301.92	1,199,863.29	273,547.93%
<b>Revenue Total:</b>	<b>91,904.49</b>	<b>1,291,642.24</b>	<b>1,199,737.75</b>	<b>1,305.42%</b>	<b>181,416.23</b>	<b>1,395,779.79</b>	<b>1,214,363.56</b>	<b>669.38%</b>
<b>Expense</b>								
<b>Department: 030 - LANDFILL</b>								
51 - PERSONNEL	20,031.91	22,755.35	-2,723.44	-13.60%	38,834.27	47,013.04	-8,178.77	-21.06%
52 - CONTRACTUAL	5,966.17	803.82	5,162.35	86.53%	26,945.50	20,200.02	6,745.48	25.03%
53 - GENERAL SERVICES	4,050.96	15,066.14	-11,015.18	-271.92%	10,128.75	28,975.57	-18,846.82	-186.07%
54 - MACHINE & EQUIPMENT MAI	10,597.77	16,428.07	-5,830.30	-55.01%	10,708.98	51,926.13	-41,217.15	-384.88%
55 - CAPITAL OUTLAY	24,300.00	0.00	24,300.00	100.00%	24,300.00	1,189,831.07	-1,165,531.07	-4,796.42%
57 - DEBT SERVICE	0.00	196,619.67	-196,619.67	0.00%	0.00	196,619.67	-196,619.67	0.00%
<b>Department 030 - LANDFILL Total:</b>	<b>64,946.81</b>	<b>251,673.05</b>	<b>-186,726.24</b>	<b>-287.51%</b>	<b>110,917.50</b>	<b>1,534,565.50</b>	<b>-1,423,648.00</b>	<b>-1,283.52%</b>
<b>Expense Total:</b>	<b>64,946.81</b>	<b>251,673.05</b>	<b>-186,726.24</b>	<b>-287.51%</b>	<b>110,917.50</b>	<b>1,534,565.50</b>	<b>-1,423,648.00</b>	<b>-1,283.52%</b>
<b>Total Revenues</b>	<b>91,904.49</b>	<b>1,291,642.24</b>	<b>1,199,737.75</b>	<b>1,305.42%</b>	<b>181,416.23</b>	<b>1,395,779.79</b>	<b>1,214,363.56</b>	<b>669.38%</b>
<b>Fund 03 Surplus (Deficit):</b>	<b>26,957.68</b>	<b>1,039,969.19</b>	<b>1,013,011.51</b>	<b>3,757.78%</b>	<b>70,498.73</b>	<b>-138,785.71</b>	<b>-209,284.44</b>	<b>-296.86%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 04 - AIRPORT FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	21,024.98	12,857.25	-8,167.73	-38.85%	37,274.98	44,199.25	6,924.27	18.58%
<b>Revenue Total:</b>	<b>21,024.98</b>	<b>12,857.25</b>	<b>-8,167.73</b>	<b>-38.85%</b>	<b>37,274.98</b>	<b>44,199.25</b>	<b>6,924.27</b>	<b>18.58%</b>
<b>Expense</b>								
<b>Department: 040 - AIRPORT</b>								
51 - PERSONNEL	87.72	644.87	-557.15	-635.15%	127.65	1,267.51	-1,139.86	-892.96%
52 - CONTRACTUAL	15,334.55	4,280.72	11,053.83	72.08%	22,811.22	12,150.31	10,660.91	46.74%
54 - MACHINE & EQUIPMENT MAI	0.00	1,656.12	-1,656.12	0.00%	6,830.88	8,026.72	-1,195.84	-17.51%
<b>Department 040 - AIRPORT Total:</b>	<b>15,422.27</b>	<b>6,581.71</b>	<b>8,840.56</b>	<b>57.32%</b>	<b>29,769.75</b>	<b>21,444.54</b>	<b>8,325.21</b>	<b>27.97%</b>
<b>Expense Total:</b>	<b>15,422.27</b>	<b>6,581.71</b>	<b>8,840.56</b>	<b>57.32%</b>	<b>29,769.75</b>	<b>21,444.54</b>	<b>8,325.21</b>	<b>27.97%</b>
<b>Total Revenues</b>	<b>21,024.98</b>	<b>12,857.25</b>	<b>-8,167.73</b>	<b>-38.85%</b>	<b>37,274.98</b>	<b>44,199.25</b>	<b>6,924.27</b>	<b>18.58%</b>
<b>Fund 04 Surplus (Deficit):</b>	<b>5,602.71</b>	<b>6,275.54</b>	<b>672.83</b>	<b>12.01%</b>	<b>7,505.23</b>	<b>22,754.71</b>	<b>15,249.48</b>	<b>203.18%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11 Item 13.

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 05 - STORM WATER DRAINAGE FUND</b>								
<b>Revenue</b>								
44 - CHARGES FOR SERVICES	87,271.75	83,964.63	-3,307.12	-3.79%	169,018.13	167,967.35	-1,050.78	-0.62%
45 - OTHER REVENUE	5.35	2,288.26	2,282.91	42,671.21%	10.37	3,448.01	3,437.64	33,149.86%
<b>Revenue Total:</b>	<b>87,277.10</b>	<b>86,252.89</b>	<b>-1,024.21</b>	<b>-1.17%</b>	<b>169,028.50</b>	<b>171,415.36</b>	<b>2,386.86</b>	<b>1.41%</b>
<b>Expense</b>								
<b>Department: 050 - STORM WATER DRAINAGE</b>								
52 - CONTRACTUAL	140,067.18	1,856.57	138,210.61	98.67%	142,721.58	20,036.54	122,685.04	85.96%
54 - MACHINE & EQUIPMENT MAI	0.00	2,103.32	-2,103.32	0.00%	0.00	2,103.32	-2,103.32	0.00%
55 - CAPITAL OUTLAY	1,010.00	0.00	1,010.00	100.00%	37,370.00	0.00	37,370.00	100.00%
56 - BANK CHARGES	0.00	0.00	0.00	0.00%	500.00	500.00	0.00	0.00%
<b>Department 050 - STORM WATER DRAINAGE Total:</b>	<b>141,077.18</b>	<b>3,959.89</b>	<b>137,117.29</b>	<b>97.19%</b>	<b>180,591.58</b>	<b>22,639.86</b>	<b>157,951.72</b>	<b>87.46%</b>
<b>Expense Total:</b>	<b>141,077.18</b>	<b>3,959.89</b>	<b>137,117.29</b>	<b>97.19%</b>	<b>180,591.58</b>	<b>22,639.86</b>	<b>157,951.72</b>	<b>87.46%</b>
<b>Total Revenues</b>	<b>87,277.10</b>	<b>86,252.89</b>	<b>-1,024.21</b>	<b>-1.17%</b>	<b>169,028.50</b>	<b>171,415.36</b>	<b>2,386.86</b>	<b>1.41%</b>
<b>Fund 05 Surplus (Deficit):</b>	<b>-53,800.08</b>	<b>82,293.00</b>	<b>136,093.08</b>	<b>252.96%</b>	<b>-11,563.08</b>	<b>148,775.50</b>	<b>160,338.58</b>	<b>1,386.64%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11 Item 13.

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 07 - HOTEL OCCUPANCY TAX FUND</b>								
<b>Revenue</b>								
40 - TAXES	44,178.50	59,115.59	14,937.09	33.81%	44,178.50	59,115.59	14,937.09	33.81%
45 - OTHER REVENUE	17.96	2,790.29	2,772.33	15,436.14%	33.48	5,144.63	5,111.15	15,266.28%
<b>Revenue Total:</b>	<b>44,196.46</b>	<b>61,905.88</b>	<b>17,709.42</b>	<b>40.07%</b>	<b>44,211.98</b>	<b>64,260.22</b>	<b>20,048.24</b>	<b>45.35%</b>
<b>Expense</b>								
<b>Department: 070 - TOURISM</b>								
51 - PERSONNEL	6,301.89	5,074.56	1,227.33	19.48%	10,823.02	8,871.84	1,951.18	18.03%
52 - CONTRACTUAL	777.24	305.68	471.56	60.67%	3,611.08	5,096.00	-1,484.92	-41.12%
53 - GENERAL SERVICES	0.00	0.00	0.00	0.00%	0.00	500.00	-500.00	0.00%
58 - GRANT DISBURSEMENTS	3,093.23	1,562.44	1,530.79	49.49%	8,141.45	18,807.18	-10,665.73	-131.01%
<b>Department 070 - TOURISM Total:</b>	<b>10,172.36</b>	<b>6,942.68</b>	<b>3,229.68</b>	<b>31.75%</b>	<b>22,575.55</b>	<b>33,275.02</b>	<b>-10,699.47</b>	<b>-47.39%</b>
<b>Expense Total:</b>	<b>10,172.36</b>	<b>6,942.68</b>	<b>3,229.68</b>	<b>31.75%</b>	<b>22,575.55</b>	<b>33,275.02</b>	<b>-10,699.47</b>	<b>-47.39%</b>
<b>Total Revenues</b>	<b>44,196.46</b>	<b>61,905.88</b>	<b>17,709.42</b>	<b>40.07%</b>	<b>44,211.98</b>	<b>64,260.22</b>	<b>20,048.24</b>	<b>45.35%</b>
<b>Fund 07 Surplus (Deficit):</b>	<b>34,024.10</b>	<b>54,963.20</b>	<b>20,939.10</b>	<b>61.54%</b>	<b>21,636.43</b>	<b>30,985.20</b>	<b>9,348.77</b>	<b>43.21%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 08 - DEBT SERVICE FUND</b>								
<b>Revenue</b>								
40 - TAXES	17,707.40	12,619.94	-5,087.46	-28.73%	35,729.10	26,471.30	-9,257.80	-25.91%
45 - OTHER REVENUE	2.08	164.38	162.30	7,802.88%	3.23	289.66	286.43	8,867.80%
<b>Revenue Total:</b>	<b>17,709.48</b>	<b>12,784.32</b>	<b>-4,925.16</b>	<b>-27.81%</b>	<b>35,732.33</b>	<b>26,760.96</b>	<b>-8,971.37</b>	<b>-25.11%</b>
<b>Total Revenues</b>	<b>17,709.48</b>	<b>12,784.32</b>	<b>-4,925.16</b>	<b>-27.81%</b>	<b>35,732.33</b>	<b>26,760.96</b>	<b>-8,971.37</b>	<b>-25.11%</b>
<b>Fund 08 Total:</b>	<b>17,709.48</b>	<b>12,784.32</b>	<b>-4,925.16</b>	<b>-27.81%</b>	<b>35,732.33</b>	<b>26,760.96</b>	<b>-8,971.37</b>	<b>-25.11%</b>



Prior-Year Comparative Income Statement

For the Period Ending 11 Item 13.

Categor...	2021-2022 Nov. Activity	2022-2023 Nov. Activity	Nov. Variance Favorable / (Unfavorable)	Variance %	2021-2022 YTD Activity	2022-2023 YTD Activity	YTD Variance Favorable / (Unfavorable)	Variance %
<b>Fund: 10 - CAPITAL PROJECTS FUND</b>								
<b>Revenue</b>								
41 - LICENSES AND PERMITS	0.00	3,888.75	3,888.75	0.00%	0.00	3,888.75	3,888.75	0.00%
44 - CHARGES FOR SERVICES	0.00	1,006.25	1,006.25	0.00%	0.00	1,006.25	1,006.25	0.00%
45 - OTHER REVENUE	301.87	26,751.13	26,449.26	8,761.80%	593.11	50,143.41	49,550.30	8,354.32%
<b>Revenue Total:</b>	<b>301.87</b>	<b>31,646.13</b>	<b>31,344.26</b>	<b>10,383.36%</b>	<b>593.11</b>	<b>55,038.41</b>	<b>54,445.30</b>	<b>9,179.63%</b>
<b>Expense</b>								
<b>Department: 402 - STREET MAINTENANCE</b>								
55 - CAPITAL OUTLAY	140,603.00	368,865.00	-228,262.00	-162.35%	140,603.00	965,828.70	-825,225.70	-586.92%
<b>Department 402 - STREET MAINTENANCE Total:</b>	<b>140,603.00</b>	<b>368,865.00</b>	<b>-228,262.00</b>	<b>-162.35%</b>	<b>140,603.00</b>	<b>965,828.70</b>	<b>-825,225.70</b>	<b>-586.92%</b>
<b>Department: 501 - PARKS &amp; RECREATION</b>								
55 - CAPITAL OUTLAY	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
<b>Department 501 - PARKS &amp; RECREATION Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expense Total:</b>	<b>140,603.00</b>	<b>368,865.00</b>	<b>-228,262.00</b>	<b>-162.35%</b>	<b>140,603.00</b>	<b>965,828.70</b>	<b>-825,225.70</b>	<b>-586.92%</b>
<b>Total Revenues</b>	<b>301.87</b>	<b>31,646.13</b>	<b>31,344.26</b>	<b>10,383.36%</b>	<b>593.11</b>	<b>55,038.41</b>	<b>54,445.30</b>	<b>9,179.63%</b>
<b>Fund 10 Surplus (Deficit):</b>	<b>-140,301.13</b>	<b>-337,218.87</b>	<b>-196,917.74</b>	<b>-140.35%</b>	<b>-140,009.89</b>	<b>-910,790.29</b>	<b>-770,780.40</b>	<b>-550.52%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11/30/2022 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 11 - CHILD SAFETY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	243.10	116.56	-126.54	-52.05%	622.18	541.56	-80.62	-12.96%
45 - OTHER REVENUE	0.30	23.82	23.52	7,840.00%	0.44	42.72	42.28	9,609.09%
<b>Revenue Total:</b>	<b>243.40</b>	<b>140.38</b>	<b>-103.02</b>	<b>-42.33%</b>	<b>622.62</b>	<b>584.28</b>	<b>-38.34</b>	<b>-6.16%</b>
<b>Total Revenues</b>	<b>243.40</b>	<b>140.38</b>	<b>-103.02</b>	<b>-42.33%</b>	<b>622.62</b>	<b>584.28</b>	<b>-38.34</b>	<b>-6.16%</b>
<b>Fund 11 Total:</b>	<b>243.40</b>	<b>140.38</b>	<b>-103.02</b>	<b>-42.33%</b>	<b>622.62</b>	<b>584.28</b>	<b>-38.34</b>	<b>-6.16%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11/30/2022 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 12 - COURT TECHNOLOGY FUND</b>								
<b>Revenue</b>								
42 - FINES AND FORFEITURES	502.43	998.98	496.55	98.83%	1,282.74	2,007.66	724.92	56.51%
45 - OTHER REVENUE	0.30	58.18	57.88	19,293.33%	0.61	103.80	103.19	16,916.39%
<b>Revenue Total:</b>	<b>502.73</b>	<b>1,057.16</b>	<b>554.43</b>	<b>110.28%</b>	<b>1,283.35</b>	<b>2,111.46</b>	<b>828.11</b>	<b>64.53%</b>
<b>Total Revenues</b>	<b>502.73</b>	<b>1,057.16</b>	<b>554.43</b>	<b>110.28%</b>	<b>1,283.35</b>	<b>2,111.46</b>	<b>828.11</b>	<b>64.53%</b>
<b>Fund 12 Total:</b>	<b>502.73</b>	<b>1,057.16</b>	<b>554.43</b>	<b>110.28%</b>	<b>1,283.35</b>	<b>2,111.46</b>	<b>828.11</b>	<b>64.53%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance		2021-2022	2022-2023	YTD Variance	
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
Fund: 13 - PUBLIC SAFETY FUND								
Revenue								
45 - OTHER REVENUE	2.01	273.96	271.95	13,529.85%	3.86	503.38	499.52	12,940.93%
<b>Revenue Total:</b>	<b>2.01</b>	<b>273.96</b>	<b>271.95</b>	<b>13,529.85%</b>	<b>3.86</b>	<b>503.38</b>	<b>499.52</b>	<b>12,940.93%</b>
<b>Total Revenues</b>	<b>2.01</b>	<b>273.96</b>	<b>271.95</b>	<b>13,529.85%</b>	<b>3.86</b>	<b>503.38</b>	<b>499.52</b>	<b>12,940.93%</b>
<b>Fund 13 Total:</b>	<b>2.01</b>	<b>273.96</b>	<b>271.95</b>	<b>13,529.85%</b>	<b>3.86</b>	<b>503.38</b>	<b>499.52</b>	<b>12,940.93%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 20 - TAX INCREMENT FINANCING FUND</b>								
<b>Revenue</b>								
40 - TAXES	0.00	20,397.64	20,397.64	0.00%	0.00	57,927.08	57,927.08	0.00%
45 - OTHER REVENUE	0.00	1,525.59	1,525.59	0.00%	0.00	2,192.56	2,192.56	0.00%
<b>Revenue Total:</b>	<b>0.00</b>	<b>21,923.23</b>	<b>21,923.23</b>	<b>0.00%</b>	<b>0.00</b>	<b>60,119.64</b>	<b>60,119.64</b>	<b>0.00%</b>
<b>Total Revenues</b>	<b>0.00</b>	<b>21,923.23</b>	<b>21,923.23</b>	<b>0.00%</b>	<b>0.00</b>	<b>60,119.64</b>	<b>60,119.64</b>	<b>0.00%</b>
<b>Fund 20 Total:</b>	<b>0.00</b>	<b>21,923.23</b>	<b>21,923.23</b>	<b>0.00%</b>	<b>0.00</b>	<b>60,119.64</b>	<b>60,119.64</b>	<b>0.00%</b>

Prior-Year Comparative Income Statement

For the Period Ending 11/30/2022 Item 13.

Categor...	2021-2022	2022-2023	Nov. Variance	Variance %	2021-2022	2022-2023	YTD Variance	Variance %
	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)		YTD Activity	YTD Activity	Favorable / (Unfavorable)	
<b>Fund: 79 - SEDA</b>								
<b>Revenue</b>								
40 - TAXES	68,022.85	73,670.11	5,647.26	8.30%	125,987.70	141,922.19	15,934.49	12.65%
45 - OTHER REVENUE	533.35	3,559.83	3,026.48	567.45%	564.94	6,628.28	6,063.34	1,073.27%
<b>Revenue Total:</b>	<b>68,556.20</b>	<b>77,229.94</b>	<b>8,673.74</b>	<b>12.65%</b>	<b>126,552.64</b>	<b>148,550.47</b>	<b>21,997.83</b>	<b>17.38%</b>
<b>Expense</b>								
<b>Department: 790 - SEDA</b>								
51 - PERSONNEL	20,063.57	21,582.31	-1,518.74	-7.57%	35,268.69	37,163.68	-1,894.99	-5.37%
52 - CONTRACTUAL	13,999.61	1,349.00	12,650.61	90.36%	18,211.95	10,274.33	7,937.62	43.58%
53 - GENERAL SERVICES	530.43	112.78	417.65	78.74%	634.63	112.78	521.85	82.23%
54 - MACHINE & EQUIPMENT MAI	0.00	164.00	-164.00	0.00%	0.00	164.00	-164.00	0.00%
55 - CAPITAL OUTLAY	-33.00	0.00	-33.00	-100.00%	-33.00	0.00	-33.00	-100.00%
56 - BANK CHARGES	9.91	30.11	-20.20	-203.83%	42.22	30.11	12.11	28.68%
58 - GRANT DISBURSEMENTS	0.00	1,738.71	-1,738.71	0.00%	1,125.00	1,738.71	-613.71	-54.55%
<b>Department 790 - SEDA Total:</b>	<b>34,570.52</b>	<b>24,976.91</b>	<b>9,593.61</b>	<b>27.75%</b>	<b>55,249.49</b>	<b>49,483.61</b>	<b>5,765.88</b>	<b>10.44%</b>
<b>Expense Total:</b>	<b>34,570.52</b>	<b>24,976.91</b>	<b>9,593.61</b>	<b>27.75%</b>	<b>55,249.49</b>	<b>49,483.61</b>	<b>5,765.88</b>	<b>10.44%</b>
<b>Total Revenues</b>	<b>68,556.20</b>	<b>77,229.94</b>	<b>8,673.74</b>	<b>12.65%</b>	<b>126,552.64</b>	<b>148,550.47</b>	<b>21,997.83</b>	<b>17.38%</b>
<b>Fund 79 Surplus (Deficit):</b>	<b>33,985.68</b>	<b>52,253.03</b>	<b>18,267.35</b>	<b>53.75%</b>	<b>71,303.15</b>	<b>99,066.86</b>	<b>27,763.71</b>	<b>38.94%</b>
<b>Total Surplus (Deficit):</b>	<b>751,363.57</b>	<b>1,476,944.14</b>	<b>725,580.57</b>	<b>96.57%</b>	<b>1,437,580.10</b>	<b>-168,256.24</b>	<b>-1,605,836.34</b>	<b>-111.70%</b>

**Fund Summary**

Fund	2021-2022		2022-2023		Nov. Variance		2021-2022		2022-2023		YTD Variance	
	Nov. Activity	Nov. Activity	Nov. Activity	Nov. Activity	Favorable / (Unfavorable)	Variance %	YTD Activity	YTD Activity	YTD Activity	YTD Activity	Favorable / (Unfavorable)	Variance %
01 - GENERAL FUND	359,798.52	165,537.67	165,537.67	165,537.67	-194,260.85	-53.99%	468,047.62	209,496.41	209,496.41	209,496.41	-258,551.21	-55.24%
02 - WATER AND WASTEWATE...	466,638.47	376,692.33	376,692.33	376,692.33	-89,946.14	-19.28%	912,519.75	280,161.36	280,161.36	280,161.36	-632,358.39	-69.30%
03 - SANITARY LANDFILL FUND	26,957.68	1,039,969.19	1,039,969.19	1,039,969.19	1,013,011.51	3,757.78%	70,498.73	-138,785.71	-138,785.71	-138,785.71	-209,284.44	-296.86%
04 - AIRPORT FUND	5,602.71	6,275.54	6,275.54	6,275.54	672.83	12.01%	7,505.23	22,754.71	22,754.71	22,754.71	15,249.48	203.18%
05 - STORM WATER DRAINAGE...	-53,800.08	82,293.00	82,293.00	82,293.00	136,093.08	252.96%	-11,563.08	148,775.50	148,775.50	148,775.50	160,338.58	1,386.64%
07 - HOTEL OCCUPANCY TAX F...	34,024.10	54,963.20	54,963.20	54,963.20	20,939.10	61.54%	21,636.43	30,985.20	30,985.20	30,985.20	9,348.77	43.21%
08 - DEBT SERVICE FUND	17,709.48	12,784.32	12,784.32	12,784.32	-4,925.16	-27.81%	35,732.33	26,760.96	26,760.96	26,760.96	-8,971.37	-25.11%
10 - CAPITAL PROJECTS FUND	-140,301.13	-337,218.87	-337,218.87	-337,218.87	-196,917.74	-140.35%	-140,009.89	-910,790.29	-910,790.29	-910,790.29	-770,780.40	-550.52%
11 - CHILD SAFETY FUND	243.40	140.38	140.38	140.38	-103.02	-42.33%	622.62	584.28	584.28	584.28	-38.34	-6.16%
12 - COURT TECHNOLOGY FU...	502.73	1,057.16	1,057.16	1,057.16	554.43	110.28%	1,283.35	2,111.46	2,111.46	2,111.46	828.11	64.53%
13 - PUBLIC SAFETY FUND	2.01	273.96	273.96	273.96	271.95	13,529.85%	3.86	503.38	503.38	503.38	499.52	12,940.93%
20 - TAX INCREMENT FINANCI...	0.00	21,923.23	21,923.23	21,923.23	21,923.23	0.00%	0.00	60,119.64	60,119.64	60,119.64	60,119.64	0.00%
79 - SEDA	33,985.68	52,253.03	52,253.03	52,253.03	18,267.35	53.75%	71,303.15	99,066.86	99,066.86	99,066.86	27,763.71	38.94%
<b>Total Surplus (Deficit):</b>	<b>751,363.57</b>	<b>1,476,944.14</b>	<b>1,476,944.14</b>	<b>1,476,944.14</b>	<b>725,580.57</b>	<b>96.57%</b>	<b>1,437,580.10</b>	<b>-168,256.24</b>	<b>-168,256.24</b>	<b>-168,256.24</b>	<b>-1,605,836.34</b>	<b>-111.70%</b>





## REGULAR CITY COUNCIL MEETING

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

### MINUTES

The City Council of the City of Stephenville, Texas, convened on Tuesday, December 06, 2022, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:** Mayor Doug Svien  
Mayor Pro Tem Ricky Thurman  
Council Member LeAnn Durfey  
Council Member Lon Reisman  
Council Member Bob Newby  
Council Member David Baskett  
Council Member Gerald Cook  
Council Member Mark McClinton

**COUNCIL ABSENT:** Council Member Justin Haschke

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

#### CALL TO ORDER

The Mayor called the Regular City Council meeting to order at 5:30 PM

#### PLEDGES OF ALLEGIANCE

Council Member Durfey led the pledges to the flags of the United States and the State of Texas.

#### INVOCATION

Minister David Bearden of Graham St. Church of Christ voiced the invocation.

#### CITIZENS GENERAL DISCUSSION

1. Joe Carter of 244 N. Vine Street spoke on the Vine Street Tree.
2. Chris Carter of 244 N. Vine Street spoke on the Vine Street Tree.

3. Marsha Stephens of 785 Bluebonnet Street spoke on the Remediation of the Construction Site on Vine Street.

## REGULAR AGENDA

1. **Consider Approval of Mayor's Appointments to the TIRZ Board of Directors**

Mayor Svien tabled this item.

2. **Consider Approval of the Amended Fee Schedule for Fiscal Year 2022-2023**

MOTION by Mark McClinton, second by LeAnn Durfey, to adopt Ordinance No. 2022-O-41 amending Fees for Ambulance Services effective January 15, 2023. MOTION CARRIED unanimously.

3. **Consider Award of the 377 Elevated Storage Tank Rehab Project**

Public Works Director Nick Williams presented this item at tonight's Regular Council Meeting. In May of 2021, a thorough examination was performed of the interior, exterior, and foundation of the 750,000 Gallon 377 EST, originally built in 1985, located at 536 County Road 386. Based upon the inspection report findings, rehabilitation of the tank was recommended. Bids for the 377 Elevated Storage Tank Rehabilitation Project were opened on November 21, 2022. Nine (9) bids were received as shown in the table below. A letter from the engineer of record with Provenance Engineering is attached recommending award of contract to the low bidder, Maguire Iron, Inc., in the amount of \$284,500.00.

Staff recommends award of the 377 Elevated Storage Tank (EST) Rehabilitation Project to Maguire Iron, Inc. of Sioux Falls, SD. Including the \$284,500 bid by Maguire Iron, Inc., the total FY22-23 cost is anticipated to be \$357,900 leaving approximately \$142,100, which may be applied to infrastructure maintenance and/or other capital projects.

MOTION by Mark McClinton, second by Ricky Thurman, to approve the award of the 377 Elevated Storage Tank Rehab Project to Maguire Iron. MOTION CARRIED unanimously.

4. **Consider Approval of the Easement and Right of Way Agreement between City of Stephenville and Oncor Electric Delivery Company LLC**

MOTION by Ricky Thurman, second by David Baskett, to approve the Easement and Right of Way Agreement between City of Stephenville and Oncor Electric Delivery Company LLC for the Animal Shelter MOTION CARRIED unanimously.

5. **Consider Approval of the Donation of Police Equipment to the Dublin Police Department**

Chief of Police Dan Harris presented this item at tonight's Regular Council Meeting. The Stephenville Police Department recently received a generous donation. A portion of that donation was utilized to purchase upgraded body armor plates that replaced our current smaller plates. SPD would like to donate 10 of the no longer utilized smaller plates to the Dublin Police Department. In addition, SPD would like to also donate 7 full-length police uniform raincoats to the Dublin Police Department. These coats are no longer being utilized by SPD.

MOTION by LeAnn Durfey, second by Bob Newby, to approve the donation of 17 items recommended by SPD to Dublin Police Department. MOTION CARRIED unanimously.

## NOMINATIONS COMMITTEE

Lonn Reisman, Chair

### 6. Nominations Committee Report

Nominations Committee Chair Lonn Reisman gave the committee report from November 15, 2022.

### 7. Discuss and Consider Approval of Appointments to Citizen Boards and Commissions

MOTION by Ricky Thurman, second by Mark McClinton and LeAnn Durfey, to make the following appointments to Citizen Boards and Commissions as recommended by the Committee:

#### **Airport Advisory Board**

Place 1 Tracy Gifford  
 Place 3 Shannon Truesdell  
 Place 5 Colby Sims  
 Place 7 Chris Williams

#### **Board of Adjustment**

Place 1 Darrell Brown  
 Place 3 Dean Parr  
 Place 5 Alan Nix  
 Alt. 1 JJ Conway  
 Alt. 3 Vacant

#### **Building Board**

Place 1 Toby O'Neal  
 Place 3 Danny Phillips  
 Place 5 Brent Virgin

#### **Electrical Board**

Place 1 Rod Rutledge  
 Place 3 Scott Thompson  
 Place 5 David Bragg

#### **Library Advisory Board**

Place 1 Jenny Shafer  
 Place 3 Kate Barton  
 Place 5 Katherine Quinnell  
 Place 7 Julia Brockelman

#### **Main Street Advisory Board**

Place 1 Marion Cole  
 Place 5 Dr. Aimee Shouse  
 Place 5 Joycelyn Perez  
 Place 7 Julie Thomas

**Mechanical Board**

Place 1      Vacant  
 Place 3      James Walker  
 Place 5      Vacant

**Parks and Recreation Advisory Board**

Place 1      Shannon Hunt  
 Place 3      Kristin Smith  
 Place 5      Kindall Hurley  
 Place 7      Dennis Jones

**Plumbing Board**

Place 1      Steven Forbus  
 Place 3      Ed Weber  
 Place 5      Vacant  
 Place 7      Vacant

**Senior Citizen Advisory Board**

Place 1      Sheryl Wells  
 Place 3      Debbie Watson  
 Place 5      Joanna Lay  
 Place 7      Marlene Dupas

Metta Collier was presented to Council by Committee Chair, Lon Reisman for consideration on SEDA. Metta was present and was interviewed by the Council.

Terri Hardcastle was presented to Council by Committee Chair, Lon Reisman for consideration on the Tourism and Visitor Bureau Commission. Terri was present and was interviewed by the Council.

Allen Barnes was presented to Council by Committee Chair, Lon Reisman for consideration on the Planning and Zoning Commission. Allen was present and was interviewed by the Council.

Tyler Wright was presented to Council by Committee Chair, Lon Reisman for consideration on the Planning and Zoning Commission. Tyler was present and was interviewed by the Council.

MOTION by Ricky Thurman, second by Gerald Cook, to approve the following appointments to SEDA and Tourism and Visitors Bureau Commission as presented by the Committee:

**SEDA**

Place 1      Wendell Hollingsworth  
 Place 3      Kelijon Nance

Place 5 Metta Collier  
Place 7 Matt Underwood

**Tourism and Visitor Bureau**

Place 1 Chelsey Brown  
Place 3 Belle Dowell  
Place 5 Terri Hardcastle  
Place 7 Sonia Olvera

MOTION CARRIED unanimously.

MOTION by David Baskett, second by Ricky Thurman, to make the following appointments to the Planning and Zoning Commission:

**Planning and Zoning Commission**

Place 1 Allen Barnes  
Place 3 Lisa LaTouche  
Place 5 Nick Robinson  
Place 7 Paul Ashby  
Alt. 1 Tyler Wright  
Alt. 2 Vacant

MOTION CARRIED unanimously.

**TAX INCREMENT REINVESTMENT ZONE**

**8. Recess to TIRZ No. 1 and No. 2 Board Meetings**

Mayor recessed the Regular Council Meeting at 6:00 PM to the Tax Increment Reinvestment Zone Board meetings.

**TAX INCREMENT REINVESTMENT ZONE BOARD MEETING NUMBER ONE**

**Members Present:** Doug Svien, LeAnn Durfey, Lonni Reisman, Bob Newby, Ricky Thurman, David Baskett, Gerald Cook, Mark McClinton, Marion Cole, Chris Gifford

**Members Absent:** Justin Haschke

**CALL TO ORDER**

The Tax Increment Reinvestment Zone Board Meeting No. 1 was called to order at 6:01 PM by the Mayor.

**1. Review and Recommend Approval of the Amended Project and Financing Plan for TIRZ No. 1**

Natalie Moore with David Pettit presented the amended Project and Financing Plan for TIRZ No. 1.

MOTION by Chris Gifford, second by Gerald Cook, to approve the amended Project and Financing Plan for TIRZ No. 1 as presented. MOTION CARRIED unanimously.

**ADJOURN**

Mayor adjourned the Tax Increment Reinvestment Zone Board Meeting No. 1 at 6:12 PM.

## TAX INCREMENT REINVESTMENT ZONE BOARD MEETING NUMBER TWO

**Members Present:** Doug Svien, LeAnn Durfey, Lonn Reisman, Bob Newby, Ricky Thurman, David Baskett, Gerald Cook, Mark McClinton

**Members Absent:** Justin Haschke

### CALL TO ORDER

The Tax Increment Reinvestment Zone Board Meeting No. 2 was called to order at 6:12 PM by the Mayor.

#### 1. Review and Recommend Approval of the Project and Financing Plan for TIRZ No. 2

Natalie Moore with David Pettit presented the Project and Financing Plan for TIRZ No. 2.

MOTION by Mark McClinton, second by Gerald Cook, to approve the Project and Financing Plan for TIRZ No. 2 as presented. MOTION CARRIED unanimously.

### ADJOURN

Mayor adjourned the Tax Increment Reinvestment Zone Board Meeting No. 2 at 6:18 PM.

#### 9. Reconvene to Regular City Council Meeting

The Mayor reconvened the Regular City Council Meeting at 6:18 PM.

#### 10. PUBLIC HEARING

**NOTICE IS HEREBY GIVEN THAT the City Council of the City of Stephenville, Texas (the "City"), pursuant to Chapter 311.003 Texas Tax Code, as amended, (the "Act"), will hold a public hearing at 5:30 p.m. on Tuesday, December 6, 2022 at City Hall, 298 W Washington St, Stephenville, TX 76401, for the purpose of amending the Project and Financing Plan of Tax Increment Reinvestment Zone Number One.**

Mayor opened the Public Hearing at 6:18 PM.

No one addressed the Council regarding this case and Mayor closed the Public Hearing at 6:18PM.

#### 11. Consider Approval of Ordinance Approving the Amended Concerning Project and Financing Plan for Tax Increment Reinvestment Zone Number One, City of Stephenville, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code

MOTION by Ricky Thurman, second by Mark McClinton, to approve Ordinance No. 2022-O-42 Approving the Amended Project and Financing Plan for Tax Increment Reinvestment Zone Number One, City of Stephenville, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code. MOTION CARRIED unanimously.

#### 12. Consider Approval of an Ordinance 2022-O-XX Approving Project and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Stephenville, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code

MOTION by Mark McClinton, second by Gerald Cook, to approve Ordinance No. 2022-O-43 Approving Project and Financing Plan for Tax Increment Reinvestment Zone Number Two, City of Stephenville, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code. MOTION CARRIED unanimously.

### PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

**13. PUBLIC HEARING****Case No.: RZ2022-025**

**Applicants Jonathan and Sylvia Hernandez are requesting a rezone of property located at 201 Ballow, Parcel R17533, being BLOCK 153; LOT 43 of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Retail and Commercial Business District (B-2) to Muti-Family District (R-3).**

Mayor opened the Public Hearing at 6:24 PM.

Mika McInroe with Ebby Halliday - Hayden Real Estate spoke in favor of the rezone as the realtor for the property.

The Mayor closed the Public Hearing at 6:25 PM.

**14. Consider Approval of Ordinance Rezoning Property Located at 201 Ballow, Parcel R17533, being BLOCK 153; LOT 43 of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Retail and Commercial Business District (B-2) to Muti-Family District (R-3).**

MOTION by Mark McClinton, second by LeAnn Durfey, to approve Ordinance No. 2022-O-44 rezoning property located at 201 Ballow, Parcel R17533, being BLOCK 153; LOT 43 of the CITY ADDITION to the City of Stephenville, Erath County, Texas from Retail and Commercial Business District (B-2) to Muti-Family District (R-3). MOTION CARRIED unanimously.

**TOURISM AND VISITORS BUREAU COMMITTEE**

LeAnn Durfey, Chair

**15. Tourism & Visitors Bureau Committee Report**

Tourism & Visitors Bureau Committee Chair LeAnn Durfey gave the committee report for November 15, 2022.

**16. Consider Approval of Avenu Insights Hotel Occupancy Taxes (HOT) & Short-Term Rental (STR) Reporting & Collection Services Contract**

Tourism & Visitors Bureau Committee Chair LeAnn Durfey reported that the Committee met November 15, 2022 to consider the Avenu Insights contract for Hotel Occupancy Tax (HOT) and Short-Term Rental (STR) Reporting and Collection Services. The cost of the services is \$23,000 for Year 1 and \$18,000 for Years 2 and 3 each. Avenu Insights provides discovery, online reporting and payment, education, and auditing services for STR as well as standard HOT lodging establishments. Avenu Insights estimates roughly 31 STR properties in our boundaries. Avenu Insights scrubs over 80 websites and documents the existence of rental advertisements for STRs to assist in the collection of Occupancy Taxes. State Statute Section 351.1012 states "a municipality may spend each year not more than the lesser of one percent or \$75,000 of the revenue derived from the tax authorized by this chapter during that year for the creation, maintenance, operation, and administration of an electronic tax administration system." Therefore, the full cost of this contract can be paid from HOT funds. Councilwoman Durfey made the motion to forward the contract to full Council with a positive recommendation. Councilman Cook seconded the motion. Motion passed unanimously.

MOTION by LeAnn Durfey, second by Mark McClinton, to approve the Avenu Insights Hotel Occupancy Taxes (HOT) & Short-Term Rental (STR) Reporting & Collection Services Contract as presented in the Committee Report with the cost of the services at \$23,000 for Year 1 and \$18,000 for Years 2 and 3 each. MOTION CARRIED unanimously.

**17. Consider Approval of Contract for Wayfinding Signs through National Signs Plazas**



Tourism & Visitors Bureau Committee Chair LeAnn Durfey reported that the Committee met November 15, 2022 to consider implementation of wayfinding signs through National Sign Plaza. Committee discussed the Wayfinding Sign Project and the estimate provided by National Sign Plazas. This is a sole source purchase. The Tourism budget has \$182,500 for this project. The project will be designed to stay within the budget. Once the design process is completed, the fabrication process is expected to be completed within 3- 6 months. Councilwoman Durfey made the motion to forward the project to full Council with a positive recommendation. Councilman Cook seconded the motion. Motion passed unanimously.

MOTION by Mark McClinton, second by David Baskett, to approve the design portion of the wayfinding signs contract through National Signs Plaza for \$45,000 as presented in the Committee Report. MOTION CARRIED unanimously.

Council will revisit the installation agreement once the design is complete.

**18. Consider Approval of Agreement for Digital Sign Placed for Advertisements, Schedule of Events, etc. for the City of Stephenville**

Tourism & Visitors Bureau Committee Chair LeAnn Durfey reported that the Committee met November 15, 2022 to consider having a digital sign placed for advertisements, schedule of events, etc. for the City of Stephenville. Committee discussed a digital sign project and the estimate provided by Signs Express Plus. This is a sole source purchase. The Tourism budget has \$55,000, the most current estimate received from Signs Express Plus is \$44,000.

MOTION by Gerald Cook, second by David Baskett, to approve the agreement for the digital signs placed for advertisements, schedule of events, etc. for the City of Stephenville with Signs Express Plus for \$44,000. MOTION CARRIED unanimously.

**DEVELOPMENT SERVICES COMMITTEE**

Gerald Cook, Chair

**19. Development Services Committee Report**

Development Services Committee Chair Gerald Cook gave the committee report from November 15, 2022.

The Committee, in response to recent concerns expressed by constituents, requested staff provide an overview of occupancy limitations. Staff provided an overview on single family land use restrictions, construction standards and the ordinance provision which limits occupancy to three unrelated persons. Public input was received and after discussion, the Committee requested staff perform more in-depth reviews and report back with proposed actions.

The Committee discussed the Multifamily Permitting and Inspection program. During the 2022-2023 FY budget workshop, staff proposed a program to authorize a multifamily permitting and inspection program. The program included a per unit permitting fee and a proactive inspections component. The program was funded, and an ordinance was drafted. On November 1, 2022, after receiving input from stakeholders regarding the draft ordinance, the City Council directed staff to propose a modified program. Staff returned to the Development Services Committee on November 15, 2022 and presented a modified program removing the previously proposed fees and the proactive inspection component. After discussion, MOTION by Justin Haschke, second Mark McClinton, to send the ordinance to the full City Council. MOTION CARRIED unanimously.

During the November 15th Committee meeting, the Dangerous Building order for 1206 Cage Street was discussed. Staff requested authorization to enter into an agreement to reduce civil penalties and release the dangerous building order filed against the property contingent upon the removal of a dilapidated structure within 45 days of conveyance. After discussion, MOTION by Mark McClinton, second by David Basket, to recommend to Council for the City to enter into an agreement to reduce civil penalties and release the dangerous building order for 1206 Cage Street. MOTION CARRIED unanimously.

Finally, on November 15<sup>th</sup> the Committee discussed the review of the R-2.5 Integrated Housing Zoning District. After consulting with the City Attorney, staff recommended that Section 154.05.08.D(C)12 be repealed with all other provisions remaining in force. If repealed, deviations from the R-2.5 zoning requirements to be reviewed by the Board of Adjustments, removing the authority of the Planning and Zoning Commission and City Council to approve such deviations. After discussion, the Committee assigned the Planning and Zoning Commission to hold a Public Hearing and forward a recommendation to the full City Council. The Public Hearing is set for December 21, 2022.

**21. Consideration of the Multifamily Inspection Program and Adoption of the Proposed Ordinance**

Director of Development Services Steve Killen presented this item at tonight's Regular Council meeting.

MOTION by Gerald Cook, second by David Baskett, to adopt Ordinance No. 2022-O-45 for the Multifamily Inspection Program as presented in Committee Report. MOTION CARRIED unanimously.

**20. Consider Approval to Enter into an Agreement to Reduce Civil Penalties and Release a Dangerous Building Order for 1206 Cage**

Director of Development Services Steve Killen presented this item at tonight's Regular Council meeting. On November 8, 2018, the Board of Appeals imposed a Dangerous Building order on 1206 Cage. The property has been accruing civil penalties since that date. Civil penalties must generally be converted by civil suit to result in foreclosure. The property owner has entered a contract to sale the property. However, the city cannot release the Dangerous Building Order until the building is either repaired or demolished, which has prevented closing.

The owner and buyer are proposing:

1. Payment to the city in the amount of \$1,000
2. The seller will escrow funds in the amount of \$8,500, payable to the city, should be building not be removed within 45 days of closing and requiring city action. The escrow will be held by the Title Company.
3. The agreement will authorize the city to take action to demolish and remove the building, utilizing the escrowed funds, should the building not be removed by the seller or buyer within the prescribed period.
4. Should the removal costs exceed the escrowed funds; the property owner will be invoiced accordingly. Failure to pay will result in a demolition/abatement lien.

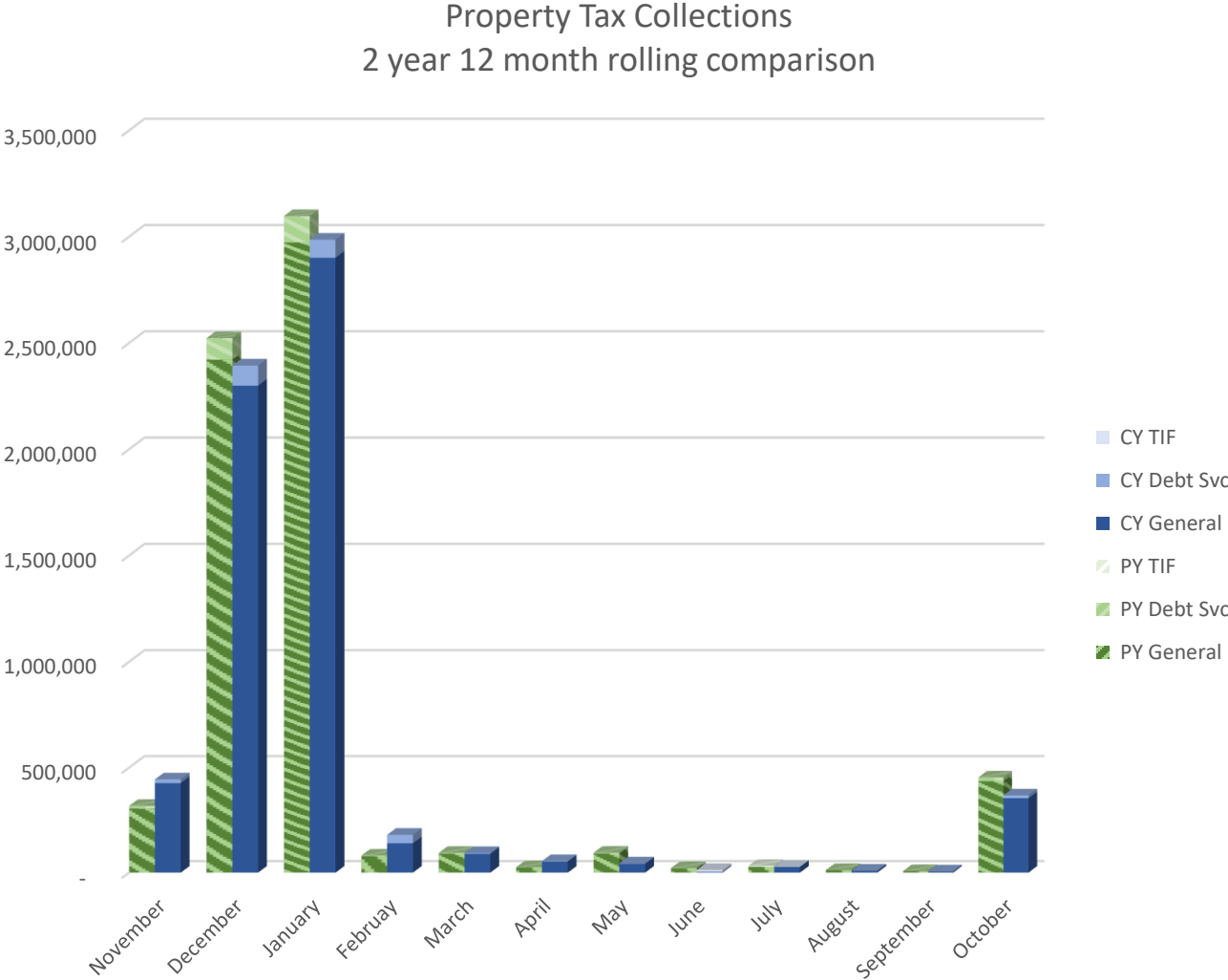
MOTION by Gerald Cook, second by Bob Newby, to enter into agreement for 1206 Cage to reduce civil penalties and release the Dangerous Building Order as presented. MOTION CARRIED unanimously.

**FINANCIAL REPORTS**

Monica Harris, Director of Finance

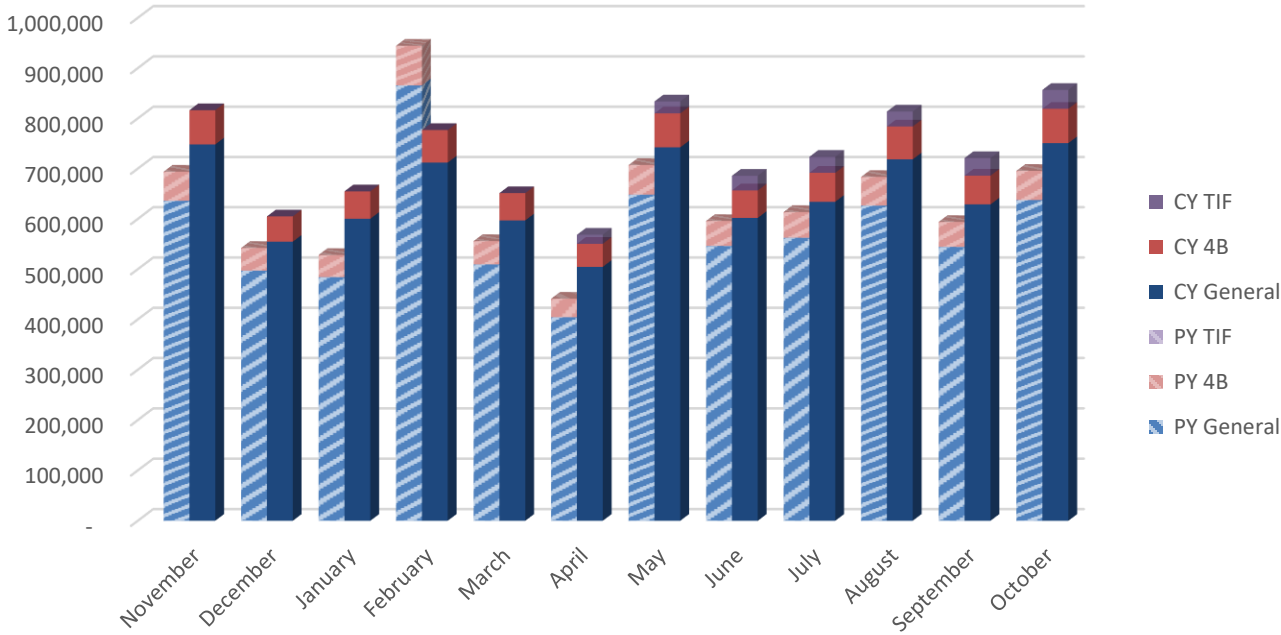
**22. Monthly Budget Report for the Period Ending October 31, 2022**

Finance Director Monica Harris presented the following:  
In reviewing the financial statements ending October 31, 2022, the financial indicators are overall as or better than anticipated.



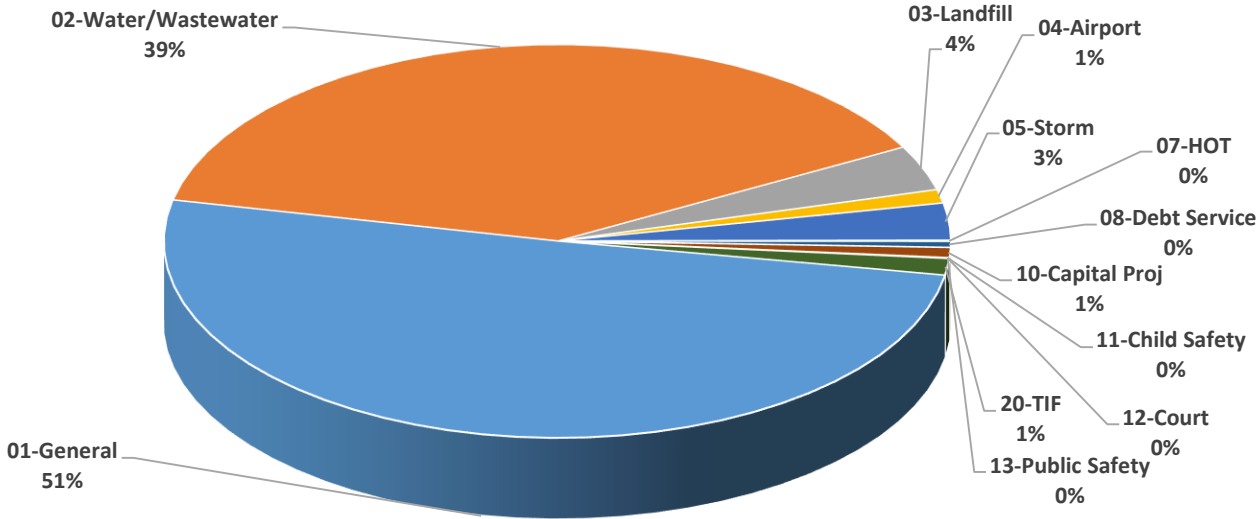
We received \$368K in property taxes in the month of October, resulting in \$85K decrease over funds collected last October. The amount collected is 5% of budget, which is \$17K more than anticipated.

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



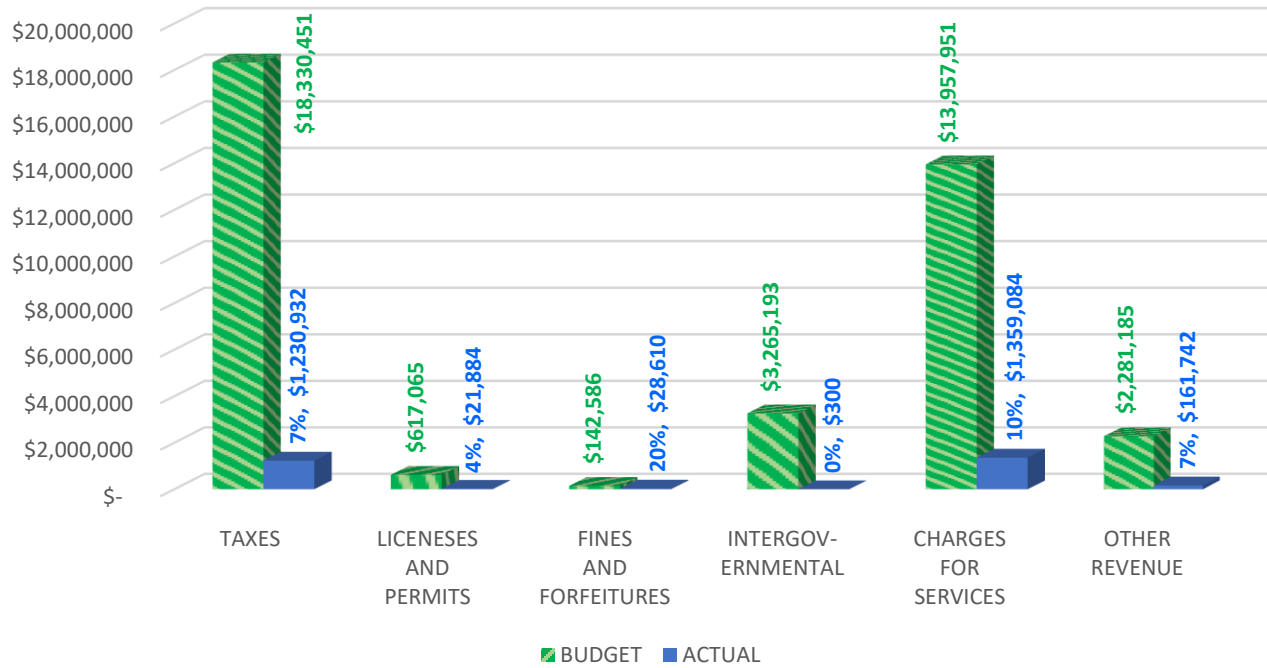
We received \$857K in sales tax in October, resulting in \$161K or 23% more than the funds collected last October. The amount collected is 9% of the \$9 million budget, which is \$112K higher than anticipated.

### Revenue by Fund



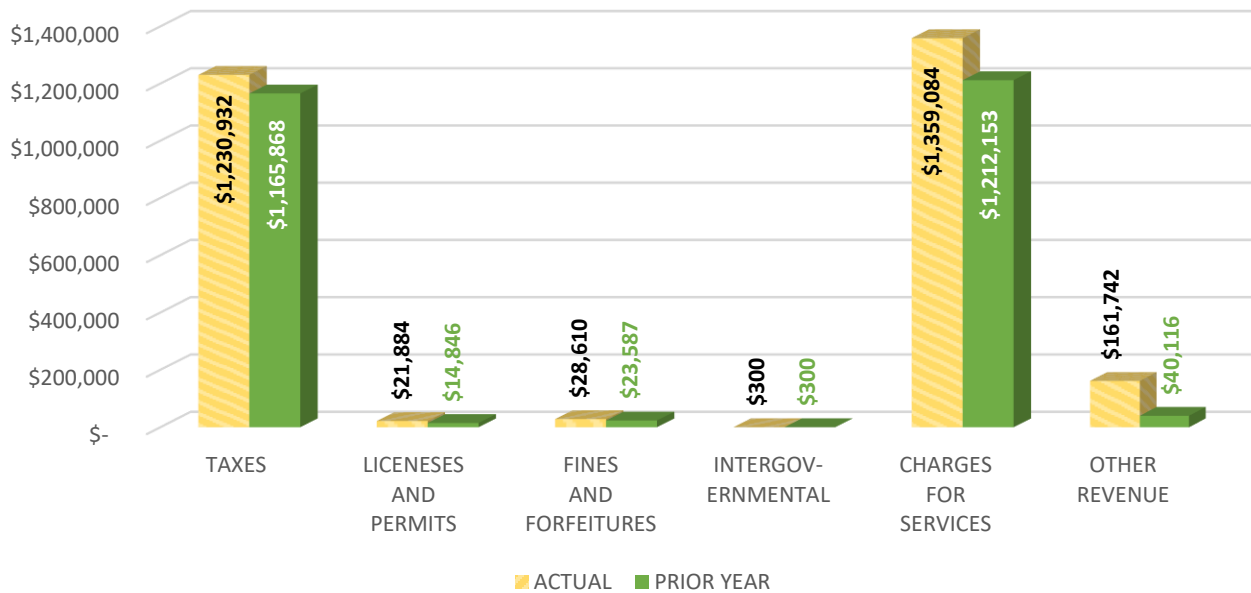
Most of the revenue received to date is in the General Fund at 51% and the Water/Wastewater Fund at 39%.

## Revenue - Budget vs Actual



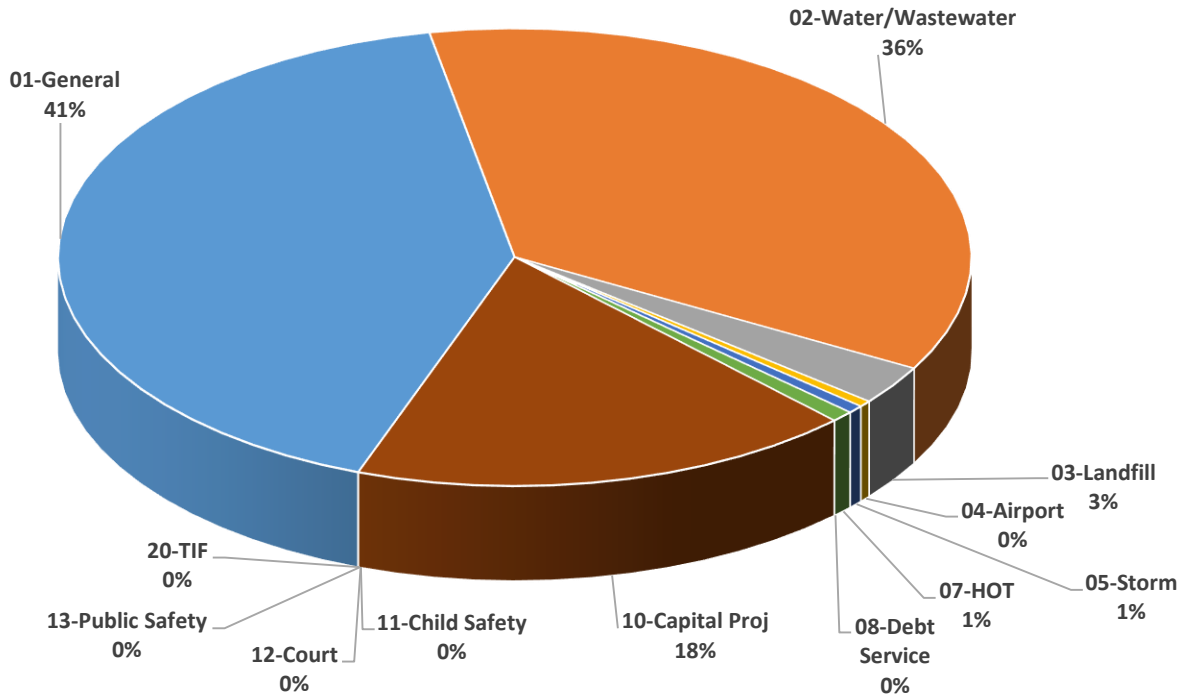
We have received 7% of the total budgeted revenues, which is \$112,000 more than anticipated due to taxes and charges for services.

## Revenue - Prior Year Comparison



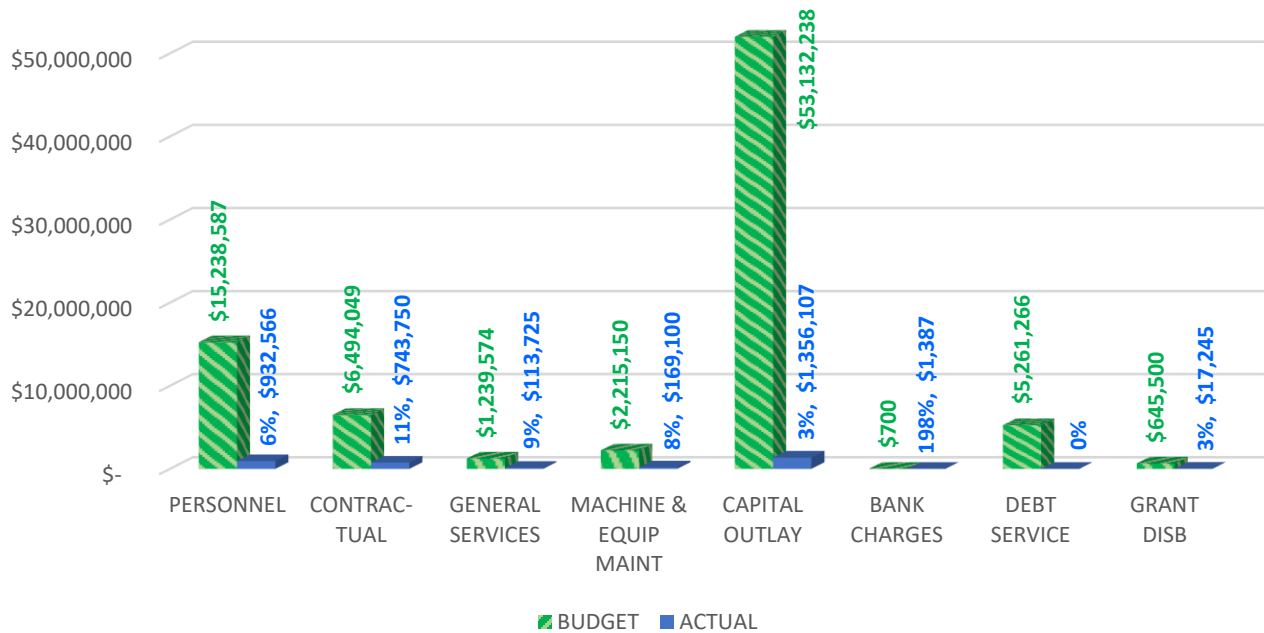
We received \$346,000 more in revenue than last year due to taxes, charges for services, and interest income.

### Expenditures by Fund



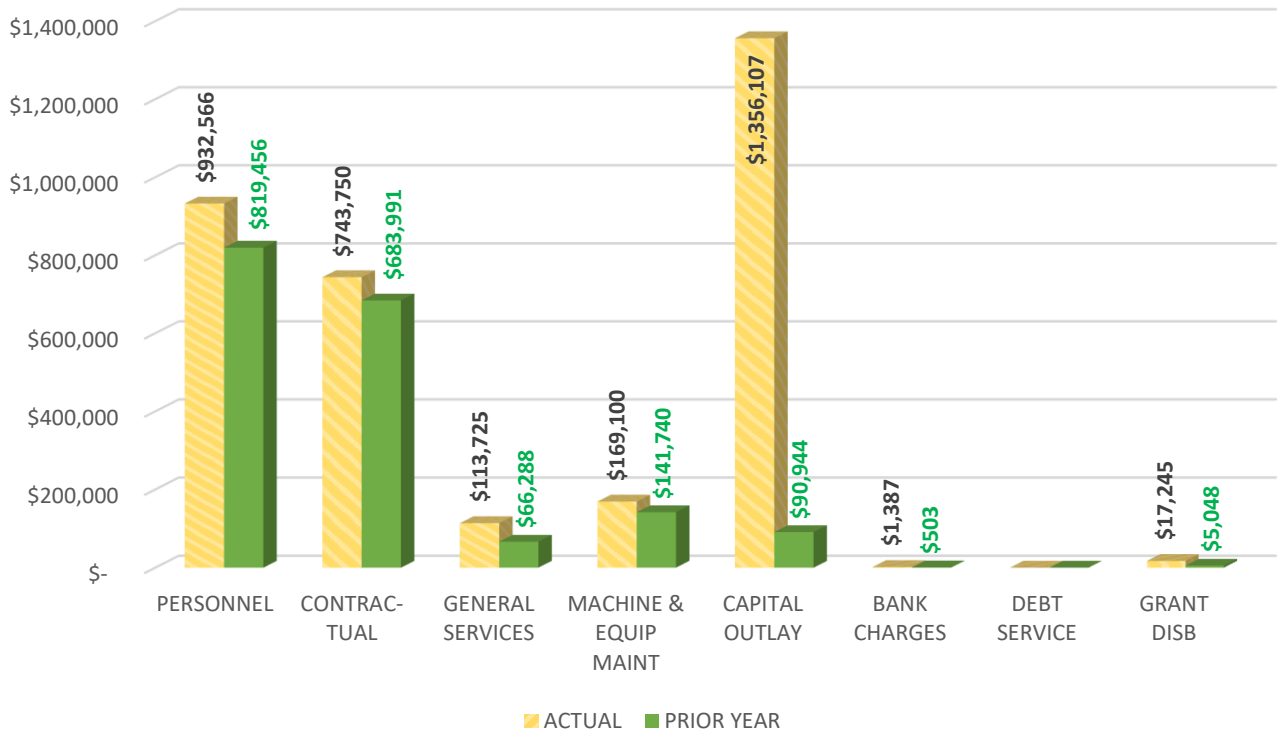
Most of the expenditures are in the General Fund at 41%, Water/Wastewater at 36%, and Capital Projects at 18%.

### Expenditures - Budget vs Actual



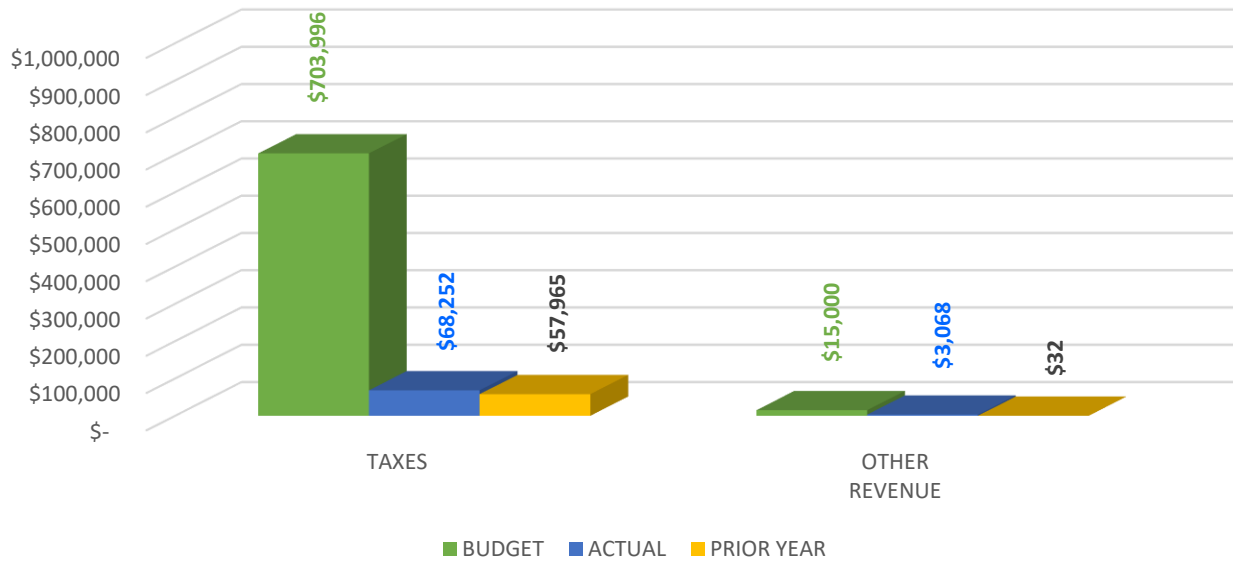
We have expended 4% of the total budgeted expenditures, which is \$3.3 million less than anticipated due to capital projects.

### Expenditures - Prior Year Comparison



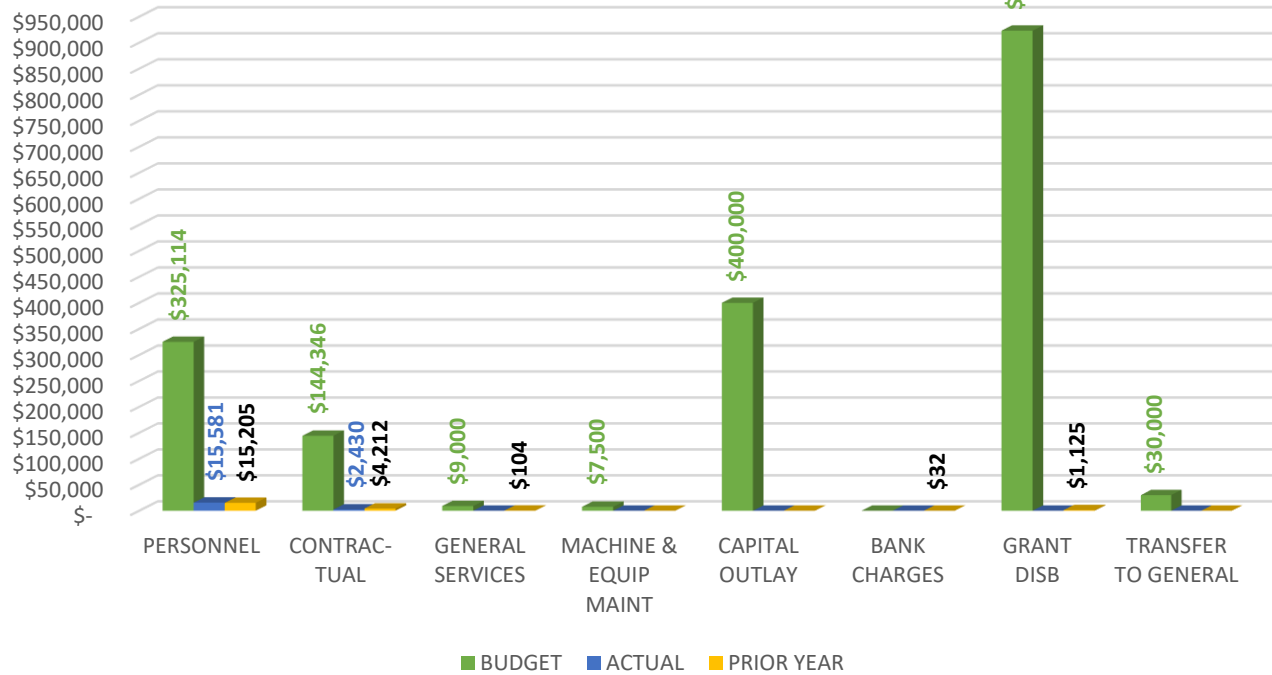
We spent \$1.5 million more in expenditures than last year, the bulk of which is capital outlay.

### SEDA Revenue Comparison



SEDA has received an overall 10% of budgeted revenue for October, which is \$13,000 more than last year.

## SEDA Expenditure Comparison



SEDA has spent an overall 1% of budgeted expenditures, which is \$2,700 less than last year.

### STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

Jeff Sandford, Executive Director of SEDA had no update at this time.

### CONSENT AGENDA

- 23. Consider Approval of Minutes - November 1, 2022 - Regular Meeting**
- 24. Consider Approval of Minutes - November 15, 2022 - Special Council Meeting**
- 25. Consider Approval of Agreement for Assessment and Collection of Taxes with Erath County**
- 26. Consider Approval of the System Purchase Agreement/Pricing Summary between the City of Stephenville and L3Harris Technologies, Inc.**
- 27. Consider Approval of Sale of City Property Via Online Auction**

MOTION by Mark McClinton, second by Gerald Cook, to approve all Consent Agenda items. MOTION CARRIED unanimously.

### COMMENTS BY CITY MANAGER

City Manager Jason King announced upcoming City Hall closures:

- Friday, December 9, 2022, from 11:00 AM through 1:00 PM for the Annual City Employee Appreciation Lunch
- Friday, December 23, 2022, and Monday, December 26, 2022, to observe Christmas
- Monday, January 2, 2023, to observe New Year’s Day



He also announced Holly Jolly Christmas hosted by SPARD and the Stephenville Chamber of Commerce on Monday, December 12, 2022, from 6-9 PM.

Mr. King announced the next City Council meeting will be in 2023 on January 3<sup>rd</sup>.

#### COMMENTS BY COUNCIL MEMBERS

LeAnn Durfey said ChristmasVille seemed to be a hit and it was great seeing all the recent events downtown for Christmas. She announced more stores downtown are staying open later and opening on Sundays during the holiday season. She encouraged all to shop local and wished everyone a Merry Christmas!

Lonn Reisman shared his appreciation with everyone for their support and patience as he transitions into his new Council member role.

Ricky Thurman wished everyone Merry Christmas and a Happy New Year!

David Baskett stated ChristmasVille was fantastic. He recognized Nick Williams for going above and beyond for a handicap citizen. He announced United Way Light Up the Night December 9-11 and 16-18 from 6-9 PM and Shop with Cop on December 22, 2022. He encouraged everyone to sponsor Shop with a Cop for \$250.00. He wished everyone a Merry Christmas and Happy New Year!

Gerald Cook shared his appreciation for the Christmas decorations downtown and lighting up the Court House pink for the tragedy in Paradise, Texas. He stated the entire community is really coming together to decorate and be festive for Christmas. He expressed Kudos to Tarleton Basketball – he loves supporting the Men’s and Women’s teams. He wished Merry Christmas to all and Happy New Year and to Remember the Reason for the Season!

Mark McClinton wished everyone a Merry Christmas and encouraged all to support local merchants.

Mayor recessed the Regular Council Meeting at 7:09 PM and convened the Executive Session at 7:14 PM.

#### EXECUTIVE SESSION

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

28. **Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **City Addition (2 properties)**
29. **Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **John W Bradley, Daniel Bell, Edward Bond, James Conger, M.S. Crow, W.D. Richardson, M.J. Leech, Hancock C. Smith, and Ira Foster Surveys**
30. **Section 551.072 Deliberation Regarding Real Property** - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in **Miller Addition**

Mayor adjourned the Executive Session at 7:47 PM and reconvened the Regular Council Meeting at 7:49 PM.

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

28. **Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in City Addition (2 properties)**

MOTION by David Baskett, second by Gerald Cook and LeAnn Durfey, to publicly abandon Vine Street for the Senior Center and explore building the Senior Center at the City Park. MOTION CARRIED unanimously.

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

MOTION by Mark McClinton, second by LeAnn Durfey, to approve authority to the Mayor to sign all altered or amended lease agreements on the 536 Acres currently used for Agricultural purposes. MOTION CARRIED unanimously.

In order to promote tourism and recreational opportunities for the public, MOTION by Mark McClinton, second by LeAnn Durfey, to approve the lease agreement with Cowboy Capital Rodeo Association for the rodeo arena as presented. MOTION CARRIED unanimously.

**ADJOURN**

Mayor Svien adjourned the Regular Council Meeting at 7:50 PM.

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

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

ATTEST:

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

**CHANGE ORDER NO. 2 TO THE SYSTEM PURCHASE AGREEMENT BETWEEN  
CITY OF STEPHENVILLE, TEXAS AND L3HARRIS TECHNOLOGIES, INC.**

This Change Order No. 2 (“*Change Order*”) is made and entered into this 5th day of December, 2022 (the “*Effective Date*”), by and between City of Stephenville, Texas (“*Buyer*”) and L3Harris Technologies, Inc. acting through its Communication Systems Segment (“*Seller*”).

**RECITALS**

**WHEREAS**, the parties previously entered into that certain System Purchase Agreement between City of Stephenville, Texas and L3Harris Technologies, Inc., dated December 3, 2021 (the “*Contract*”);

**WHEREAS**, the parties wish to modify the scope to be provided under the Contract by adding certain items thereto, and to consume in part a credit toward future purchases which was established in connection with Change Order No. 1, as set forth in greater detail herein;

**WHEREAS**, the parties wish, further, to adjust portions of the Contract to account for the addition of scope as set forth in this Change Order;

**WHEREAS**, the parties now desire to enter into this Change Order No. 2 to modify the Contract;

**NOW, THEREFORE**, for and in consideration of the mutual promises of the parties to this Change Order and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereto do hereby agree as follows:

1. Capitalized terms used but not defined in this Change Order shall have the meaning assigned to them in the Contract.
2. “**Total Agreement Price**” means the sum of the Project Total row of the Pricing Summary in the Contract, or one million three-hundred fifty-seven thousand, one-hundred fourteen dollars and ten cents (\$1,357,114.10).
3. The items of Terminal Hardware and related accessories in the Contract are hereby modified as set forth in the Scope and Pricing Summary (the “**CO #2 Equipment**”) which is attached and made a part of this RFC as **Exhibit A** (the “**CO #2 Equipment Order**”).
4. After giving effect to Part 3 of this Change Order, the Contract shall contain a credit balance in the amount of twenty-two thousand thirty-eight dollars and seventy-two cents (\$22,038.72) (the “**CO #2 Equipment Credit Balance**”) which is hereby applied to Buyer’s account with no change to the Total Agreement Price. The CO #2 Equipment Credit Balance may be applied toward the purchase of L3Harris-branded Equipment only by a mutually agreed upon change order signed by both parties.
5. Buyer acknowledges that Seller is not the manufacturer of the CO #2 Equipment. To the fullest extent permitted by law, Seller makes no warranties in relation to such items other

than those manufacturers’ or licensors’ warranties (if any) which Seller is able to legally pass through for Buyer's benefit. Notwithstanding any language to the contrary in the Contract, Seller’s obligations under Section 16 (Warranty) do not apply to the the CO #2 Equipment. Except for item P/N XL-AE3Z, which appears in the L3Harris catalog, L3Harris has not tested, and assumes no responsibility for the functionality of the CO #2 Equipment, or that it will be compatible with or suitable for use with the System.

- 6. The Contract shall be interpreted to contain CO #2 Equipment in the quantities and types set forth herein.
- 7. Buyer shall pay the Change Order #2 Updated Total Agreement Price in accordance with the Change Order #2 Payment Milestone Schedule which is attached as **Exhibit B** and made a part hereof, and otherwise in accordance with Section 9 (Payments) of the Contract.
- 8. Upon execution of this Change Order, the value of the CO #2 Equipment Order shall be deemed paid in full.
- 9. Total Agreement Price –

Description	Date	Value
Total Agreement Price	12/11/2021	\$1,357,114.10
Change Order #1 Price	08/18/2022	\$0.00
Change Order #2 Price	12/02/2022	\$0.00
<b>Change Order #2 Updated Total Agreement Price</b>	12/02/2022	<b>\$1,357,114.10</b>

- 10. Full Force and Effect – The terms and conditions of the Contract, except as amended herein, shall remain in full force and effect.
- 11. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

*[Signatures Follow]*

**IN WITNESS WHEREOF**, Buyer and Seller, through their duly authorized representatives, have executed this Change Order.

**BUYER**

**CITY OF STEPHENVILLE, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SELLER**

**L3HARRIS TECHNOLOGIES, INC.  
COMMUNICATION SYSTEMS SEGMENT**

By:  \_\_\_\_\_

Name: Jeremy S. Roe

Title: Principal, Contracts

Date: December 5, 2022

**EXHIBIT A****CO #2 Equipment Order**

<b>CATALOG</b>	<b>MODEL NUMBER</b>	<b>DESCRIPTION</b>	<b>QTY</b>
EAR PHONE CONNECTION	EP-MS2A-C	EPC Listen only SC Tubeless Earpiece Micro Speaker	1.00
EAR PHONE CONNECTION	EP-MS2A-B	EPC Listen only SC Tubeless Earpiece Micro Speaker	1.00
N-EAR	R0-360F-12-2.5	N-EAR 360 FLEXO EARPIECE	18.00
HYS	TC-617 2.5MM	G Shape Soft Flexible Ear Hook Earpiece Headset	2.00
PCL	SW-UL-2.5-RM	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10.00
PCL	SW-UL-2.5-Lm	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10.00
PCL	SW-UL-2.5-RL	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1.00
PCL	SW-UL-2.5-LS	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1.00
L3HARRIS	XL-AE3Z	EARPHONE, LAPEL MICROPHONE	10.00
		<b>TOTAL</b>	\$ 5,357.30


CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
EAR PHONE CONNECTION	EP-MS2A-C	EPC Listen only SC Tubeless Earpiece Micro Speaker	1	L	CLEAR	16	YES
EAR PHONE CONNECTION	EP-MS2A-B	EPC Listen only SC Tubeless Earpiece Micro Speaker	1	L	BLACK	16	YES



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
N-EAR	RD-360F-12-2.5	N-EAR 360 FLEXO EARPIECE	18	UNIVERSAL	NA	12	YES



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
HYS	HYS TC-617	G Shape Soft Flexible Ear Hook Earpiece Headset	2	UNIVERSAL	NA	NOT SPECIFIED	YES



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK	SIZE (S M L)
PCL	SW-UL-2.5-RM	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10	R	NA	NOT SPECIFIED	YES	M
PCL	SW-UL-2.5-Lm	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	10	L	NA	NOT SPECIFIED	YES	M
PCL	SW-UL-2.5-RL	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1	R	NA	NOT SPECIFIED	YES	L
PCL	SW-UL-2.5-LS	SOUND WAVES RECEIVE ONLY TACTICALL EARPIECE	1	L	NA	NOT SPECIFIED	YES	S



CATALOG	MODEL NUMBER	DESCRIPTION	QTY	RIGHT / LEFT	COLOR (CHOOSE)	LENGTH (INCHES)	2.5mm JACK
L3HARRIS	XL-AE3Z	EARPHONE, LAPEL MICROPHONE	10	UNIVERSAL	NA	NOT SPECIFIED	YES

**XL-AE3Z**



For use with Speaker Mics that have earphone jacks

**Features**  
 Operating Temperature Range -22 to +146 F  
 Operating Temperature Range -30 to +60 C  
 Cable Pull Test -Typical Limit 10 lb minimum  
 Impedance Microphone 2000 ohm +/- .20% @ 1KHz



**EXHIBIT B**CO #2 Payment Milestone Schedule

<i>Milestone</i>	<i>Percentage of Total Agreement Price</i>	<i>Amount</i>
<b>A.1 Infrastructure Hardware</b>		
<i>Contract Signing</i>	10%	\$ 67,772.45
<i>Detailed Design Review</i>	10%	\$ 67,772.45
<i>Equipment Staging</i>	20%	\$ 135,544.90
<i>Equipment Shipment</i>	30%	\$ 203,317.35
<i>Installation</i>	15%	\$ 101,658.68
<i>Final Acceptance</i>	15%	\$ 101,658.68
<b>A.2 Terminal Hardware</b>		
<i>Terminals</i>	100%	\$ 625,304.09
<b>Other Amounts Due</b>		
<i>Change Order #1 - Signing</i>		\$ 26,689.49
<i>Change Order #2 – Signing</i>		\$ 5,357.30
<i>CO #2 Equipment Credit Balance</i>		\$ 22,038.72
<i>Project Total</i>		<i>\$ 1,357,114.10</i>

[END OF DOCUMENT]



## STAFF REPORT

**SUBJECT:** Approve a change order to the System Purchase Agreement between the City and L3 Harris

**DEPARTMENT:** Police/Fire

**STAFF CONTACT:** James Gresham

### RECOMMENDATION:

Approve Change Order #2 to the System Purchase Agreement

### BACKGROUND:

In December of 2021 the City of Stephenville entered into a system purchase agreement with L3 Harris Technologies to implement a public safety radio system. Change order #1 was approved in August that resulted in a credit from L3 Harris of \$27,396.02. Change order #2 uses \$5,357.30 of the credit to purchase additional handheld radio supplies.

### FISCAL IMPACT SUMMARY:

The change order will reduce the credit balance to \$22,038.72.

### ALTERNATIVES

## **Del Carmen Consulting, LLC**

This Agreement (the "Agreement") is entered into this 3rd day of January 2023 by and between Del Carmen Consulting, LLC, 3051 Trevino, Grand Prairie, Texas 75054 (the "CONSULTANT") and the City of Stephenville, Texas (the "CITY").

WHEREAS, CITY wishes to engage CONSULTANT to provide certain services in connection with the evaluation of racial profiling data collected by the Stephenville Police Department (hereinafter referred to as SPD); **NOW THEREFORE:**

### **I. TERM**

- 1.1 Unless sooner terminated in accordance with the provisions of this agreement, the term of this contract shall commence on October 1, 2023 and shall automatically renew each fiscal year until 2031.

### **II. PERFORMANCE**

- 2.1 CONSULTANT, in accordance and compliance with the terms, provisions, and requirements of this contract, shall manage, perform, and provide all of the services and produce all of the reports as set forth in article III of this contract.
- 2.2 CITY agrees to provide to CONSULTANT, upon the *Data Delivery Dates* specified in Article 3.6 below, the necessary racial profiling data to be evaluated by CONSULTANT. CITY shall provide the data to CONSULTANT in a quantifiable manner in an excel spreadsheet.
- 2.3 Modifications to the schedule set forth in article III may be made pursuant to the prior written approval of CITY.

### **III. STATEMENT OF WORK**

- 3.1 CONSULTANT agrees to conduct audits, a search analysis, draft the annual racial profiling report and perform a statistical analysis of the annual racial profiling data collected by Stephenville Police Department. Such audits and statistical analyses shall be done in accordance with:
- 3.1.1 the requirements of Texas Senate Bill 1074 and HB 3389.
  - 3.1.2 Accepted professional standards for testing the validity of statistical data.
- 3.2 On the Completion Date for each Audit specified in Section 3.6, CONSULTANT shall provide a written letter to Stephenville Police Department outlining the data audit findings and recommendations regarding data acquisition mechanisms.

3.3 On the Completion Date of the Annual Racial Profiling Report and search analysis, CONSULTANT shall provide a comprehensive statistical analysis including appropriate tables, graphs and citations to referenced materials.

3.4 An original of all audit and annual reports shall be delivered to:

The Stephenville Police Department  
Attn: Chief Dan M. Harris Jr.  
Stephenville Police Department  
356 N. Belknap  
Stephenville, Texas 76401

3.5 Audits shall be performed as follows:

<b>Service</b>	<b>Delivery Date</b>
Audit 1	By December 31 of each contract year
Audit 2	By March 15 of each contract year
Audit 3	By June 15 of each contract year
Audit 4	By September 15 of each contract year
Search Analysis	By September 15 of each contract year
Racial Profiling Report	By March 1 of each contract year

**IV. COMPENSATION AND CONTRACT BILLING**

4.1 CITY agrees to pay CONSULTANT a flat fee of Thirteen Thousand Eight Hundred and Fifty Dollars (\$13,850.00) as total compensation to be billed on October 1<sup>st</sup> of each contract year and paid with 30 days of the billing date.

4.2 CITY shall not be obligated or liable under this contract to any party, other than CONSULTANT, for payment of any monies or provision of any goods or services.

4.3 This amount includes expected expenditures for personnel, equipment, software/hardware, mileage, and document production. This rate is an expected expenditure and is not a flat rate. Further consideration may be required in order for CONSULTANT to fulfill the agreement. CONSULTANT will notify the CITY in writing of the additional expenses and a written amendment will be executed, upon written agreement of both parties. Consultant understands and agrees that any expenditures beyond \$13,850.00 will be approved in writing prior to incurring the expense.

## **V. LICENSES AND CERTIFICATIONS**

- 5.1 All licenses, legal certifications, or inspections (if any) required for the services, facilities, equipment, or materials and all applicable state and federal laws and local ordinances must be complied with by CONSULTANT. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

## **VI. RECORDS**

- 6.1 CONSULTANT shall properly, accurately, and completely maintain all books, documents, papers, accounting, or records pertaining to, or generated as a result of; this contract and shall make such materials available at CONSULTANT office at all reasonable times, and as often as CITY may deem necessary, until this contract has been terminated and for four years thereafter for the purpose of accounting or audit inspections by CITY and/or any authorized representative of CITY to audit, examine, and make excerpts and/or copies of same. All costs of audits, examinations, inspections, or copies as related to this paragraph are to be borne by CITY.

## **VII. CONFIDENTIALITY**

- 7.1 CONSULTANT shall comply with the confidentiality procedures pertaining to records and other information relating to CITY in accordance with the applicable federal, state and local laws. This provision shall not be construed as limiting CITY's right of access pursuant to articles VI and IX.

## **VIII. TERMINATION**

- 8.1 CITY may terminate this contract in accordance with this article, in whole or in part, whenever such termination is in the best interest of CITY.
- 8.2 In addition to any other provision of this contract, CITY may terminate this contract for the following reasons:
- (A) neglect or failure of CONSULTANT to perform or observe any of the terms, conditions, covenants, or guarantees of this contract or of any amendment to this contract; or
  - (B) violation by CONSULTANT of any rule, regulation, or law to which CONSULTANT is bound or shall be bound under the terms of this contract.
- 8.3 Upon a decision to terminate by CITY written notice of said termination shall be immediately provided to CONSULTANT specifying the effective date of termination.
- 8.4 Upon termination, any and all writings, documents, or information in whatsoever form and character produced by CONSULTANT pursuant to the provisions of this contract shall, if requested or agreed to by CITY, be delivered by CONSULTANT to CITY in a timely manner.

8.5 Within thirty days of the effective date of termination (unless an extension is authorized in writing by CITY), CONSULTANT shall submit to CITY its claim in detail for the monies owed by CITY for services performed under this contract through the effective date of termination. Upon agreement of both parties of the services rendered; CITY shall then pay all monies owed to CONSULTANT within 15 days.

**IX. RIGHTS TO CONTRACTUAL MATERIAL**

9.1 Any and all writings, documents, or information in whatsoever form and character produced by CONSULTANT pursuant to the provisions of this contract are the exclusive property of CITY; no such writing, document, or information shall be the subject of any copyright or proprietary claim by CONSULTANT.

9.2 CONSULTANT understands and acknowledges that as the exclusive owner of any and all such writings, documents, and information, CITY has the right to use all such writings, documents, and information as CITY desires, for any legal purpose.

**X. INDEPENDENT CONTRACTOR**

10.1 It is expressly understood and agreed by both parties hereto that CITY is contracting with CONSULTANT as an independent contractor.

10.2 The parties hereto further acknowledge and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

10.3 Nothing contained herein or any document executed in connection herewith, shall be construed to created an employer-employee partnership or joint venture relationship between the CITY and CONSULTANT. CONSULTANT is an independent contractor and not an employee of the CITY. It is understood that the CITY will not withhold any amounts for payment of taxes from the compensation of CONSULTANT hereunder. CONSULTANT will not represent to be or hold itself out as an employee of the CITY and CONSULTANT acknowledges that he/she shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the CITY's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be CONSULTANT's sole responsibility and CONSULTANT shall indemnify and hold CITY harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.



**XI. SUBCONTRACTING**

- 11.1 Any other clause of this contract to the contrary notwithstanding, none of the work or services covered by this contract shall be subcontracted without the prior written approval of CITY. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this contract. Compliance by subcontractors with this contract shall be the responsibility of CONSULTANT.
  
- 11.2 Despite CITY approval of a subcontract, CITY shall in no event be obligated to any third party, including any subcontractor of CONSULTANT, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to the date of contract execution or extending beyond the termination of this contract.

**XII. CHANGES AND AMENDMENTS**

- 12.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONSULTANT.
  
- 12.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

**XIII. ENTIRE AGREEMENT**

- 13.1 This contract and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

**XIV. NOTICES**

- 14.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

**CITY**  
Chief Dan. M. Harris Jr.  
Stephenville Police  
Department 356 N. Belknap  
Stephenville, Texas 76401

**CONSULTANT**  
Alex del Carmen, Ph.D.  
Del Carmen Consulting, LLC.  
3051 Trevino  
Grand Prairie, Texas 75054

**XV. LAW APPLICABLE**

15.1 THIS CONTRACT 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 TARRANT COUNTY, TEXAS.

**XVI. LEGAL AUTHORITY**

16.1 The signer of this contract for CONSULTANT represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of CONSULTANT and to bind CONSULTANT to all of the terms, conditions, provisions, and obligations herein contained.

**XVII. PARTIES BOUND**

17.1 This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

**XVIII. GENDER**

18.1 Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**XIX. CAPTIONS**

19.1 The captions contained in this contract are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this contract.

**XX GOVERNING LAW, SEVERABILITY**

20.1 This Agreement shall be governed by the laws of the State of Texas. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF STEPHENVILLE		CONSULTANT Del Carmen Consulting, LLC.
-------------------------	--	---

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Printed Name: Dan M. Harris Jr.

Printed Name: Alex del Carmen

Title: Chief of Police

Title: President Del Carmen Consulting, LLC

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

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



## STAFF REPORT

**SUBJECT:** Approve the contract renewal between The CITY and Del Carmen Consulting, LLC

**DEPARTMENT:** Police

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

### RECOMMENDATION:

Approve the contract renewal between the CITY and Del Carmen Consulting, LLC

### BACKGROUND:

In 2015, council approved a multi-year contract with Del Carmen Consulting, LLC to conduct audits, search analysis, draft the annual racial profiling report and perform a statistical analysis of the annual racial profiling data collected by the Stephenville Police Department. This work is performed in accordance with the requirements of Texas Senate Bill 1074 and HB 3389 and accepted professional standards for testing the validity of statistical data. The renewal of this contract, at no additional cost, is for the next eight year period.

### FISCAL IMPACT SUMMARY:

This is an annual budgeted expense.

### ALTERNATIVES

N/A