



**Stephenville City Council**  
**Regular City Council Meeting**  
City Hall Council Chambers, 298 W. Washington  
Tuesday, March 3, 2020 at 5:30 PM

Page

- I. CALL TO ORDER
- II. PLEDGES OF ALLEGIANCE
- III. INVOCATION BY DAVID BEARDEN, GRAHAM STREET CHURCH OF CHRIST
- IV. REGULAR AGENDA
  - 1. Citizens' General Discussion
  - 2. Consider All Matters Incident and Related to The Issuance and Sale of the City of Stephenville, Texas Combination Tax and Revenue Certificates of Obligation, Series 2020, Including the Adoption of an Ordinance Authorizing the Issuance of Such Certificates, Approving an Official Statement, A Paying Agent/Registrar Agreement and an Engagement Letter of Bond Counsel. 5 - 41  
[Ordinance Draft](#)  
[Bond Counsel Engagement Letter](#)
  - 3. Recess to TIRZ Board Meeting
  - 4. Consider Approval of Resolution Dedicating Revenue of Tax Increment Reinvestment Zone No. 1 to the Repayment of Certificates of Obligation 42 - 43  
[2020-R-XX Dedication of TIRZ No. 1 Revenue](#)
  - 5. Consider Acceptance of an Easement Agreement Granted by STX Washington Partners, LLC to the City of Stephenville for Easements Located in Lot 2, Block 148, of the City Addition to the City of Stephenville, Erath County, Texas and Lot 3, Block 1, of the Lake Granbury Developers Addition to the City of Stephenville, Erath County, Texas 44 - 50  
[STX Easement](#)
  - 6. Consider Approval of a Professional Services Agreement with Gateway Planning, Inc. for Downtown Revitalization 51 - 54  
[Staff Report - Gateway Planning, Inc.](#)
  - 7. Consider Acceptance of Certification of Unopposed Candidates and Approval of an Order Cancelling the May 2, 2020 General Election 55 - 56  
[2020.02.19 Certification of Unopposed Candidates](#)  
[Order of Cancellation](#)
- V. PLANNING AND ZONING COMMISSION  
Steve Killen, Director of Development Services
  - 1. **PUBLIC HEARING** 57 - 62  
Case No.: RZ2020-001  
Applicant is Requesting a Rezone of a Property located at 150 Hurbert, being Lot 3, Block 35, of the Frey First Addition to the City of Stephenville, Erath County, Texas, from Industrial District(I) to Single-Family Residential District (R-1).  
[Staff Report - Case No. RZ2020-001](#)

2. Consider an Ordinance Rezoning a Property Located at 150 Hurbert, Being Lot 3, Block 35, of the Frey First Addition to the City of Stephenville, Erath County, Texas, from Industrial District (I) to Single-Family Residential District (R-1).
  3. **PUBLIC HEARING** 63 - 67  
Case No.: RZ2020-002  
Applicant is Requesting a Rezone of a Property Located at 2241 Tarleton, Being Lot 2, Block 3, of the Kaylie Subdivision to the City of Stephenville, Erath County, Texas from Single-Family Residential District (R-1) to Multiple Family Residential District (R-3).  
[Staff Report - Case No. RZ2020-002](#)
  4. Consider Ordinance Rezoning Property Located at 2241 Tarleton, Being Lot 2, Block 3, of the Kaylie Subdivision to the City of Stephenville, Erath County, Texas from Single-Family Residential District (R-1) to Multiple Family Residential District (R-3).
  5. **PUBLIC HEARING** 68 - 72  
Case No.: RZ2020-003  
Applicant is Requesting a Rezone of a Property Located on Tarleton Street, Being Lot 1, Block 3, of the Kaylie Subdivision to the City of Stephenville, Erath County, Texas from Single-Family Residential District (R-1) to Multiple Family Residential District (R-3).  
[Staff Report - Case No. RZ2020-003](#)
  6. Consider Ordinance Rezoning a Property Located on Tarleton Street, Being Lot 1, Block 3, of the Kaylie Subdivision to the City of Stephenville, Erath County, Texas from Single-Family Residential District (R-1) to Multiple Family Residential District (R-3).
  7. **PUBLIC HEARING** 73 - 80  
Case No.: SV2020-003  
Applicant is Requesting a Waiver from the Subdivision Ordinance of the City of Stephenville, Section 155.6.11 *Sidewalks* for the Property Located at 695 Prairie Wind, Being Lot 28, Block 7, of the River North II Addition to the City of Stephenville, Erath County, Texas  
[Staff Report - Case No. SV2020-003](#)
  8. Consider Waiver from the Subdivision Ordinance of the City of Stephenville, Section 155.6.11 *Sidewalks* for the Property Located at 695 Prairie Wind, Being Lot 28, Block 7, of the River North II Addition to the City of Stephenville, Erath County, Texas
- VI. PLANNING AND DEVELOPMENT SERVICES COMMITTEE  
Brandon Huckabee, Chair
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[Committee Report 2020.02.18](#)
  2. Consider Approval of a Resolution Adopting the City of Stephenville Residential Incentives Program
- VII. PARKS AND LEISURE SERVICES COMMITTEE REPORT  
Nick Robinson, Chair
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[Committee Report 2020.02.18](#)

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IX.	MONTHLY BUDGET REPORT	
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X.	STEPHENVILLE TYPE B ECONOMIC DEVELOPMENT AUTHORITY UPDATE Jeff Sandford, Executive Director	
XI.	CONSENT	
1.	City Council Minutes <a href="#">City Council and Erath County Commissioners Court Joint Work Session - 28 Jan 2020</a> <a href="#">Regular City Council Meeting - 04 Feb 2020</a> <a href="#">Special City Council Meeting - 18 Feb 2020</a> <a href="#">City Council Work Session - 18 Feb 2020</a>	115 - 132
2.	Approval of a Resolution Authorizing Continued Participation with the Onco Cities Steering Committee <a href="#">2020-R-XX Onco Steering Committee</a>	133 - 134
3.	Approval of a Resolution Authorizing the City's Participation in an Advance Funding Agreement with the Texas Department of Transportation for the Green Ribbon Project <a href="#">2020-R-XX Green Ribbon AFA</a>	135
4.	Approval of an Interlocal Cooperation Contract for the Failure to Appear (FTA) Program with the Texas Department of Public Safety <a href="#">Staff Report - Interlocal Agreement for FTA</a>	136 - 141
XII.	COMMENTS BY CITY MANAGER <ul style="list-style-type: none"> <li>• Council Committee Meetings - Tuesday, March 17 at 5:30 p.m.</li> <li>• Regular City Council Meeting - Tuesday, April 7 at 5:30 p.m.</li> </ul>	
XIII.	COMMENTS BY COUNCIL MEMBERS	
XIV.	EXECUTIVE SESSION In compliance with the provisions of the Texas Open Meetings Law, Subchapter D, Government Code, Vernon's Texas Codes, Annotated, in accordance with	
1.	Section 551.087 Deliberation Regarding Economic Development Negotiations <ul style="list-style-type: none"> <li>• Project Blue</li> <li>• Project CS</li> </ul>	
XV.	ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION (IF NECESSARY)	
XVI.	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.***



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**ORDINANCE  
OF THE CITY OF STEPHENVILLE, TEXAS**

**AUTHORIZING THE ISSUANCE OF**

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**CITY OF STEPHENVILLE, TEXAS  
COMBINATION TAX AND REVENUE CERTIFICATES OF  
OBLIGATION, SERIES 2020**

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**ORDINANCE**

**AUTHORIZING THE ISSUANCE AND SALE OF CITY OF STEPHENVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID CERTIFICATES AND PROVIDING OTHER SECURITY; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; ENGAGING BOND COUNSEL; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

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<b>THE STATE OF TEXAS</b>	§
<b>ERATH COUNTY</b>	§
<b>CITY OF STEPHENVILLE</b>	§

WHEREAS, the City Council of the City of Stephenville, Texas (the "Issuer") deems it advisable to issue Certificates of Obligation in the principal amount of [\$12,890,000] for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with the following public improvements in the Issuer: (1) constructing, improving, extending, expanding, upgrading Harbin Drive in the Issuer, including related storm water drainage improvements, utility relocations, landscaping, sidewalks, traffic safety and operational improvements and the purchase of any necessary right-of-way and other related costs, and upon the completion of the Harbin Drive improvements, to make such improvements and upgrades to other streets and roads in the Issuer with any remaining moneys; (2) constructing and improving other public improvements along U.S. Highway 377 in the western part of the Issuer, including landscaping, sidewalks, drainage improvements, public parking, installation of lighting, expansion of utility lines and utility relocations, the acquisition of any necessary land and interests in land associated with these improvements and other related costs; and (3) paying legal, fiscal, engineering and architectural fees in connection with such projects (collectively, the "Projects"); and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code, as amended, and Chapter 1502, Government Code, as amended; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation; and

WHEREAS, said notice has been duly published in a newspaper of general circulation in the Issuer, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code; and

WHEREAS, to the time of adoption of this Ordinance, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation; and

WHEREAS, during the preceding three years, the Issuer has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest bearing Certificates of Obligation be issued.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of [\$12,890,000] for paying all or a portion of the Issuer's contractual obligations incurred in connection with for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with the Projects, including payment of the costs of issuing the Certificates.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, MATURITIES OF CERTIFICATES AND INTEREST RATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF STEPHENVILLE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2020", and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated March 1, 2020, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchasers as described in Section 11 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall mature on February 15 in the years and in the principal amounts and interest rates set forth below, interest on each Certificate accruing on the basis of a 360-day year of twelve 30-day months from the date of initial delivery of the Certificates to the purchasers thereof or the most recent interest payment date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 15 and August 15 of each year until the principal amount shall have been paid or provision for such payment shall have been made, commencing August 15, 2020, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023			2032		
2024			2033		
2025			2034		
2026			2035		
2027			2036		
2028			2037		
2029			2038		
2030			2039		
2031			2040		

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of UMB Bank, Dallas, Texas, the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep

such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five

(5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of

payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(e) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(f) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(g) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 11 or its designee, executed by manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate



for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

(h) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF STEPHENVILLE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2020	PRINCIPAL AMOUNT \$_____	
Interest Rate	Date of Initial Delivery	Maturity Date	CUSIP No.
	April 2, 2020	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Stephenville, in Erath County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount

specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the Interest Rate per annum specified above. Interest is payable on August 15, 2020 and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of UMB Bank in Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this

Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated March 1, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of [\$12,890,000] for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with the following public improvements in the Issuer: (1) constructing, improving, extending, expanding, upgrading Harbin Drive in the Issuer, including related storm water drainage improvements, utility relocations, landscaping, sidewalks, traffic safety and operational improvements and the purchase of any necessary right-of-way and other related costs, and upon the completion of the Harbin Drive improvements, to make such improvements and upgrades to other streets and roads in the Issuer with any remaining moneys; (2) constructing and improving other public improvements along U.S. Highway 377 in the western part of the Issuer, including landscaping, sidewalks, drainage improvements, public parking, installation of lighting, expansion of utility lines and utility relocations, the acquisition of any necessary land and interests in land associated with these improvements and other related costs; and (3) paying legal, fiscal, engineering and architectural fees in connection with such projects.

THE CERTIFICATES OF THIS SERIES maturing on February 15, 20\_\_ are subject to mandatory redemption prior to maturity in part at random, by lot or other customary method selected by the Paying Agent/Registrar, at par plus accrued interest to the redemption date, and without premium, with funds on deposit in the Interest and Sinking Fund. Such Certificates shall be redeemed by the Paying Agent/Registrar on February 15 in each of the years and in the principal amounts, respectively, as are set forth in the following schedule:

Certificates Maturing	
<u>February 15, 20</u>	
Year	Principal Amount

\*Final maturity of Certificate.

The principal amount of the Certificates required to be redeemed pursuant to the operation of such mandatory sinking fund shall be reduced by the principal amount of any Certificates which, at least

45 days prior to the mandatory sinking fund redemption date (i) shall have been purchased by the Issuer and delivered to the Paying Agent/Registrar for cancellation or (ii) redeemed pursuant to the optional redemption provision described below and not theretofore credited against a mandatory sinking fund requirement.

IN ADDITION TO THE MANDATORY REDEMPTION provisions described above, the Certificates of maturing on and after February 15, 20\_\_ may be redeemed prior to their scheduled maturities on any date on or after February 15, 20\_\_, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper

instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) of the

Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

\_\_\_\_\_  
(signature)  
City Secretary

\_\_\_\_\_  
(signature)  
Mayor

(SEAL)

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**  
(To be executed if this Certificate is not accompanied by an  
executed Registration Certificate of the Comptroller  
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_

\_\_\_\_\_  
UMB Bank  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) [Form of Assignment]

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_.

Please insert Social Security or Taxpayer Identification Number of Transferee  
\_\_\_\_\_

(Please print or typewrite name and address, including zip code, of Transferee.)  
\_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Certificate Insertions]

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF STEPHENVILLE, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15

in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>	<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
2023			2032		
2024			2033		
2025			2034		
2026			2035		
2027			2036		
2028			2037		
2029			2038		
2030			2039		
2031			2040		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on August 15, 2020 and semiannually on each February 15 and August 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest and ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year



while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 6. SURPLUS REVENUES. The Certificates are additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof (the "Net Revenues"), and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of the Net Revenues of the Issuer's Waterworks and Sewer Systems, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 5, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund. The Issuer reserves the right, without condition or limitation, to issue other obligations secured in whole or in part by a parity lien on and pledge of the Surplus Revenues, for any purpose permitted by law.

Section 7. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section 7, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the

contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, defease or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter D of Chapter 1201, Government Code, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

**Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION AND ENGAGEMENT; ATTORNEY GENERAL FILING FEE; CUSIP NUMBERS; OTHER PROCEDURES AND AGREEMENTS.** (a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said

Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The Mayor, City Manager, Finance Director, City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement relating to the Certificates. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(c) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor of the Issuer and the Mayor is hereby authorized to execute such engagement letter.

(d) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Certificates by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Certificates, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Certificates. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Certificates, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Certificates.

**Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.** The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as Obligation described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with

(1) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

In order to facilitate compliance with the above covenant (h), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

For purposes of the foregoing (a) and (b), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

**Section 11. SALE OF THE CERTIFICATES; APPROVAL OF OFFICIAL STATEMENT; APPLICATION OF PROCEEDS.** (a) The Certificates are hereby sold and shall be delivered to \_\_\_\_\_ (the "Purchaser"), at a price of \$ \_\_\_\_\_, representing the par

amount of \$\_\_\_\_\_, plus a net premium of \$\_\_\_\_\_. The Certificates shall initially be registered in the name of the Purchaser.

(b) It is hereby officially found, determined and declared that the Certificates have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions. It is further officially found, determined and declared that the Certificates have been offered pursuant to a Preliminary Official Statement dated February \_\_, 2020, prepared and distributed in connection with the sale of the Certificates. Said Preliminary Official Statement, the Official Statement dated March 3, 2020, and any addenda, supplement or amendment thereto, have been and are hereby approved by the governing body of the Issuer, and its use in the offer and sale of the Certificates is hereby approved. It is further officially found, determined and declared that the statements and representations contained in said Official Statement are true and correct in all material respects, to the best knowledge and belief of the City Council.

(c) The net premium received from the sale of the Certificates, in the amount of \$\_\_\_\_\_, shall be applied as follows: the amount of (i) \$\_\_\_\_\_ shall be deposited to the construction fund (for a total deposit thereto of \$\_\_\_\_\_) of the Issuer to be used for the costs of the Projects, (ii) \$\_\_\_\_\_ shall be applied to pay the costs of issuance of the Certificates and (iii) \$\_\_\_\_\_ shall be deposited to the Interest and Sinking Fund for the Certificates.

**Section 12. ALLOCATION OF CERTIFICATE PROCEEDS.** The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 13. DISPOSITION OF PROJECT.** The Issuer covenants that the Project will not be sold or otherwise disposed of in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant

if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS; APPROPRIATION.

(a) Interest earnings, if any, derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) To pay principal and interest coming due on the Certificates on February 15, 2020, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 15. CONSTRUCTION FUND. The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2020 Combination Tax and Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 16. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.



(b) Annual Reports. (i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the financial information and operating data with respect to the District of the general type included in this Official Statement in Tables 1 through 6 and Tables 8 through 15 (the "Annual Operating Report"). The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (A) prepared in accordance with the accounting principles described in the notes to the financial statements that are attached to the Official Statement as Appendix B, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and shall be in substantially the form included in the final Official Statement and (B) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after 2019. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC.

(iii) Event Notices. The Issuer shall notify the MSRB, in a timely manner not in excess of ten Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (i) of this Section by the time required by subsection (i). As used in clause (iii)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(iv) Limitations, Disclaimers, and Amendments. (A) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(B) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided

herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(C) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(D) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(E) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 17. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the

interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and which shall not materially adversely affect the interests of the holders, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and which shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates which are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto which may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding which are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment. For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

**Section 18. CONTINUED PERFECTION OF SECURITY INTEREST.** Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the ad valorem taxes granted by the Issuer under Section 5 of this Ordinance and the pledge of the Surplus Revenues under Section 6 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 5 of this Ordinance or the pledge of the Surplus Revenues under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledges, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledges to occur.

**Section 19. INCONSISTENT PROVISIONS.** All indentures, ordinances or resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

**Section 20. GOVERNING LAW.** This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**Section 21. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

**Section 22. EVENTS OF DEFAULT.** Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 23. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the may proceed against the Issuer or the City Council of the Issuer, as appropriate for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

Section 24. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council of the Issuer.

Section 25. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.



March 3, 2020

Mayor and Members of the City Council  
City of Stephenville  
298 W Washington Street  
Stephenville, Texas 76401

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

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Stephenville, Texas (the "Issuer") in connection with the issuance of the above-referenced certificates of obligation (the "Certificates"). We understand that the Certificates are being issued to provide funds for various public improvement within the Issuer. We also understand that the Certificates will be secured by a pledge of an ad valorem tax levied by the Issuer, within the limits prescribed by law, and that the Certificates will additionally be secured by a pledge of the surplus net revenues ("Surplus Revenues") of the Issuer's combined water and sewer system (the "System"). We further understand that the Certificates will be authorized to be sold by the City Council of the Issuer (the "City Council") pursuant to an ordinance (the "Ordinance") adopted on the date hereof (the "Sale Date"), and that the Certificates will be sold by competitive offering to the bidder providing the lowest cost of the debt to the Issuer for the Certificates (such winning bidders are collectively, the "Purchaser") by competitive sale pursuant to Notices of Sale and Bidding Instructions (collectively, the "Notice of Sale").

#### **A. THE FINANCING**

As Bond Counsel to the Issuer, we would like for the City Council to understand how the issuance of the Certificates will be effected and the ramifications of the financing. I will briefly describe the procedures and certain applicable law that pertains to the issuance of the Certificates, below. However, you should feel free to call me at any time to discuss any questions that you or your staff may have.

- (1) The Certificates will be "authorized to be issued" when and if the City Council approves the Ordinance. The Ordinance provides for the terms of the Certificates. Among the matters approved in the Ordinance are: (i) the terms of the Certificates, including the principal amortization schedule and interest rates; (ii) the Issuer's commitment to levy its debt service tax each year in an amount sufficient to pay the debt service on the Certificates and/or to apply Surplus Revenues of the System to pay debt service on the Certificates; (iii) the sale of the Certificates to the Purchaser; (iv) the approval of this engagement letter; (v) approval of a paying agent agreement to whom you will make semiannual payments sufficient to pay the debt service on the Certificates; (vi) covenants obligating the Issuer to make periodic filings of operating and financial data in accordance with Rule 15c2-12 of the Securities and

Exchange Commission; and (vii) certain other covenants of the Issuer that are designed to allow the Issuer to issue the Certificates as tax-exempt obligations. As you can see from the foregoing description, the Ordinance is an omnibus undertaking of the Issuer that is intended to provide for all actions and undertakings that are required for the issuance of the Certificates. There will be other certificates and letters that will be required to be executed by officers of the Issuer on the Sale Date, but they all spring from, and are authorized by, the Ordinance.

- (2) As noted above, the Certificates will be sold to the Purchaser in accordance with the provisions of the Ordinance and, in addition, the Purchaser will want the Issuer to certify that, as of the date of delivery of the Certificates, that the information regarding the Certificates and the Issuer in the Official Statement (as described below) and the representations of the Issuer made in the Purchase Agreement are true and correct and do not omit any information that is material to a decision to invest in the Certificates, and that no litigation is pending against the Issuer that would be material to an investor (such certification is the "Closing Certificate" of the Issuer). Thus, if there are any unusual financial or legal circumstances affecting the Issuer that would make the covenants, representations or statements made by the Issuer in the Closing Certificate untrue, you should let the Purchaser, your financial advisor and/or the undersigned know about them as soon as possible. As a condition to the Purchaser's payment for the Certificates, the Purchaser will require this firm to deliver our Bond Counsel opinion to them, in which we will opine that the Certificates are valid obligations of the Issuer and that, assuming ongoing compliance by the Issuer with the provisions of the Ordinance, the interest on the Certificates will be exempt from federal income taxation. The terms of sale as set forth in the Notice of Sale will also require the delivery of an opinion of the Texas Attorney General approving the Certificates, as is required by State law.
- (3) The Purchaser will offer the Certificates into the public debt markets prior to the time that the City Council meets to accept the Purchaser's offer for the Certificates. Through this process, the Certificates will be "priced" – i.e., interest rates and premiums or discounts, if any, for the Certificates will be established. On the Sale Date, the City Council will consider the terms offered to the Issuer by the Purchaser based upon the market conditions and other factors that determine interest rates and pricing information. In connection with the offering of the Certificates, the City Council will approve an offering document called an "Official Statement" that contains financial and operating data concerning the Issuer, and information that describes the Certificates. The Issuer is responsible for the information that is contained in the Official Statement to the extent that it describes the Certificates and the Issuer. As your Bond Counsel, we have reviewed the Official Statement to ensure that the information describing the Certificates and the Ordinance are correct. As Bond Counsel we do not review other areas of the Official Statement. If you know of any information that an investor would consider to be material in order to make an investment decision, and that information is omitted from, or incorrect in, the Official Statement, the Purchaser needs to know, and the Official Statement should be corrected in that regard.



## B. SCOPE OF ENGAGEMENT

In this engagement, we have performed, or expect to perform, the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinions (collectively, the "Bond Opinion"), regarding the validity and binding effect of the Certificates, the source of payment and security for the Certificates, and the excludability of interest on the Certificates from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Certificates, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Certificates, except that we will not be responsible for any required federal or state securities law filings. In this connection, we particularly undertake to assist the Issuer in having the Certificates approved by the Public Finance Division of the Office of the Texas Attorney General, and, following such approval, registered by the Texas Comptroller of Public Accounts.
- (4) Review legal issues relating to the structure of the Certificate issue.
- (5) Review those sections of the Official Statement to be disseminated in connection with the sale of the Certificates which describe the Certificates, the Ordinance pursuant to which they will be issued and the tax-exempt treatment of the interest on the Certificates for purposes of federal income taxation.
- (6) If requested, assist the Issuer in presenting information to bond rating organizations and bond insurers relating to legal issues affecting the issuance of the Certificates.
- (7) Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be delivered by us on the date the Certificates are exchanged for their purchase price (the "Closing"). The Issuer will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Certificates. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Certificates and

their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (1) Except as described in sections A and B above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Certificates, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Certificates or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, or, in connection with the issuance of the Certificates, performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (2) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (3) Preparing state securities law memoranda or investment surveys with respect to the Certificates.
- (4) Drafting state constitutional or legislative amendments.
- (5) Pursuing test cases or other litigation.
- (6) Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Certificates.
- (7) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (8) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Certificates will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Certificates).
- (9) Negotiating the terms of, or opining as to, any investment contract.
- (10) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

## **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the Issuer in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Certificates. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038G, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Certificates.

## **CONFLICTS**

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Certificates, including the Purchaser and the Issuer's financial advisor. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Certificates so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Certificates. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## **FIRM NOT A MUNICIPAL ADVISOR; NO ISRAEL BOYCOTT**

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the "Municipal Advisor Rule"), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), we hereby inform the Issuer that we are not a "Municipal Advisor" within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the "MA Rule"). In the course of performing our services as Bond Counsel in this transaction, we may engage in analysis, discussion, negotiation, and advice to the Issuer regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Certificates, and such services and advice may be essential to the development of the plan of finance for the issuance of the Certificates. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document

that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Certificates, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Bond Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the Issuer that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the Issuer. The Issuer should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Certificates. By signing this engagement letter, the Issuer acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the Issuer as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

We hereby represent that during the term of this agreement we do not, nor will we, boycott Israel, in compliance with and within the meaning of 50 U.S.C. Section 4607 and Section 2270.002, of the Texas Government Code.

### **FEES**

Based upon: (i) the terms, structure, size and schedule of the financing represented by the Certificates; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, (A) our fee in connection with the Certificates will be \$10,000 for the first \$1,000,000 in net proceeds of the Certificates, plus \$1 per \$1,000 of net proceeds of each series of the Certificates for all such amounts above \$1,000,000. Net proceeds include any net original issue premium, less the amount of the Purchaser's discount, plus the principal amount of the Certificates (accrued interest is excluded from net proceeds). The fee includes our services rendered as Bond Counsel, but does not include client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, computer-assisted research and other expenses. Our fee will be billed after the Closing. In accordance with the terms of the Ordinance, the Issuer will provide the filing fee of the Texas General to Bond Counsel on a timely basis to permit the filing of the transcript of proceedings for the Certificates so that the Certificates may be approved by the Attorney General in time to meet the closing date set forth in the Official Statement.

### **RECORDS**

After the transaction has closed, you will receive a transcript of proceedings that contains the primary financing and closing documents related to the transaction. At your request, papers and property furnished by you, and work product belonging to you and to which you are entitled, will be returned promptly. We may have copies of any and all documents made for our files at our sole cost and expense, to be retained by us. For various reasons, including the minimization of

unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the closing of each transaction.

**ELECTRONIC COMMUNICATION AND STORAGE**

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Respectfully yours,

McCall, Parkhurst & Horton L.L.P.

By   
Dan S. Culver

**Accepted and Approved**

City of Stephenville, Texas

By: \_\_\_\_\_  
Its: Mayor  
Date: March 3, 2020

**RESOLUTION NO. 2020-R-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE DEDICATING THE REVENUE FOR TAX INCREMENT REINVESTMENT ZONES NO. 1, 1A, AND 1B TO THE REPAYMENT OF CERTIFICATES OF OBLIGATION**

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. 2019-O-14, adopted by the City Council of the City of Stephenville, Texas (the "City") on April, 2019, the City created Tax Increment Reinvestment Zone Number One, City of Stephenville, Texas, (the "Zone 1"); and

WHEREAS, on July 23, 2019, the City Council of the City of Stephenville, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 2019-O-20 expanding the boundaries of Reinvestment Zone Number One, City of Stephenville, Texas (the "Zone 1A"); and

WHEREAS, on February 4, 2020, the City Council of the City of Stephenville, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 2020-O-05 amending Reinvestment Zone Number One, City of Stephenville, Texas (the "Zone 1B") to further expand the boundaries; and

WHEREAS, Zones 1, Zone 1A, and Zone 1B are collectively referred to herein as the "Zone;"

WHEREAS, pursuant to Ordinance No. 2019-O-14 the City created the Board of Directors for the Zone; and

WHEREAS, the project and financing plan details the infrastructure costs eligible for reimbursement by the Zone; and

WHEREAS, on March 3, 2020, the Board of Directors for the Zone adopted Resolution 2020-01 dedicating revenue from the Zone towards the repayment of Certificates of Obligation issued the City;

WHEREAS, the City agrees that the costs paid for by the Certificates of Obligation are eligible reimbursement costs by the Zone and dedication of all Zone revenue towards the reimbursement of those costs incurred by the City is consistent with Chapter 311 of the Texas Tax Code; and

WHEREAS, the City finds that the dedication of revenue from the Zone will further the purposes of the Zone and facilitate implementation of the project and financing plan; and

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

**SECTION I.**

That the City shall have priority of payment from the Zone and that all revenue collected by the Zone shall be dedicated towards reimbursement of costs is hereby approved.

**SECTION II.**

THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

**PASSED AND APPROVED** on this the 3<sup>rd</sup> day of March, 2020.

---

Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary

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Reviewed by Allen L. Barnes,  
City Manager

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Randy Thomas, City Attorney  
Approved as to form and legality

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 3<sup>rd</sup> day of March, 2020 (the "Effective Date") between STX WASHINGTON PARTNERS, LLC, a Texas limited liability company ("STX"), and the CITY OF STEPHENVILLE, TEXAS, a Texas home-rule municipality ("City") (STX and City being herein referred to individually as "Party" and collectively as "Parties").

### WITNESSETH

WHEREAS, STX is the owner of fee simple title in and to a parcel of real property (hereinafter called the "STX Parcel") located in the City of Stephenville, Erath County, Texas, and being more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, STX intends to develop the STX Parcel as a retail shopping center (the "Shopping Center") generally in accordance with the initial site plan attached hereto as Exhibit B (the "Site Plan"); and

WHEREAS, the City intends to finance certain public infrastructure within the Shopping Center consisting of public street access, public parking and drainage improvements to benefit the street access and public parking (the "Public Improvements"); and

WHEREAS, the City intends to provide for the construction of the Public Improvements by contracting with STX for the construction thereof and by providing funding for such purpose, which will be generated through the issuance and sale of the City's combination tax and revenue certificates of obligation (the "2020 Certificates of Obligation"); and

WHEREAS, in connection with the development of the STX Parcel, the Parties have entered into that certain Reimbursement Agreement dated as of November 22, 2019 (the "Reimbursement Agreement"), which among other things, provides for the establishment of certain non-exclusive public easement rights over portions of the STX Parcel in favor of the City as hereinbelow described; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions governing the use, duration, maintenance and repair of the easements herein granted.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated by Reference. The provisions of the aforesaid recital paragraphs are by this reference herein incorporated as if they had been set forth in the text of this Section 1 to this Agreement.
2. Easements.
  - (a) Access/Parking. STX does hereby establish and create for the benefit of the City (i) a public easement for both pedestrian and vehicular passage and use of the private drives identified as the "Access Drives" in the locations shown on the Site Plan (the "STX Access Easement"), and (ii) a public easement for the parking of vehicles on and over that portion of the STX Parcel being shown and identified as the "STX Parking Easement Area" on the Site Plan (the "STX Parking Easement").



- (b) Detention. STX does hereby establish and create for the benefit of the City a public easement for storm drainage and detention within those certain detention facilities to be constructed by STX within the Shopping Center, said areas being shown and identified as the “STX Detention Ponds” on the Site Plan (the “STX Detention Easement”). For purposes of this Agreement, the STX Access Easement, the STX Parking Easement and STX Detention Easement are hereinafter collectively referred to as the “STX Easements.”
- (c) Public Use. The Parties agree that the STX Easements granted herein are public easements and will be subject to the joint usage of same by the general public, including all occupants of the Shopping Center, and their customers, employees, vendors and invitees. For purposes of clarity, the STX Easements constitute property of the City but do not exclude the right of use of the STX Parcel by STX for any other purposes unrelated to the STX Easements, including, without limitation, the placement of utility lines, so long as such use does not materially interfere with the exercise of the City’s property rights in the STX Easements.
- (d) Easement Rights. With respect to the easement rights granted herein, City covenants and agrees that there shall be no signage or markings identifying the Access Drives, STX Parking Easement Area or STX Detention Pond as public easements nor any advertisement of any public rights in and to the STX Easements. The use of the STX Parking Easement shall be subject to ordinances of the City that govern public parking in the City.
- (e) Duration. This Agreement and the easement rights herein granted shall terminate on the date of payment in full of the 2020 Certificates of Obligation or any debt issued to refinance same that extends the final maturity thereof (the “City Debt”). Upon the termination of this Agreement and the STX Easements as provided in this paragraph (e), at the request of STX, the City agrees to execute a document in recordable form memorializing the termination of this Agreement and the easement rights granted herein.
3. Construction/Maintenance. STX shall be responsible for the initial construction of the Access Drives, STX Parking Easement Area and STX Detention Ponds generally as shown on the Site Plan and thereafter, STX, at its sole cost and expense, shall maintain, or cause to be maintained, all such areas in good condition and repair; provided that so long as the City Debt is issued as obligations the interest on which is exempt from federal income taxation, such obligation of STX to maintain such facilities shall not exceed a period longer than 80% of the term of this Agreement (“Initial Period”). Subsequent to the Initial Period, the parties reserve the right to renew the maintenance obligations of STX with respect to the Public Improvements for additional terms of one year, provided however that the City may terminate any such extension by providing 60 days’ notice to STX. Notwithstanding the foregoing, the Parties acknowledge and agree that the Access Drives shall not be built to public right-of-way standards as said roads will continue to be private drives subject to the easement rights created herein.
4. Default. Each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover actual damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another party or person of any of the terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term covenant or condition is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative. If a party brings an action of law or in equity to enforce the terms and provisions of this Agreement the prevailing party shall be entitled to recover reasonable attorney’s fees and court costs for all stages of

litigation in addition to any remedy granted. In no event shall any party be liable for consequential, punitive or special damages of any kind whatsoever.

5. Remedies. If a Party shall default in the full, faithful and punctual performance of any obligation required hereunder and if, at the end of a reasonable period, not to exceed thirty (30) days after written notice from the other Party, stating specifically the nature and extent of such default, the defaulting party has failed to cure such default, then the non-defaulting Party shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation required by this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party for the costs thereof together with interest at the lesser of (i) the rate of ten percent (10%) per year or (ii) the maximum rate of interest allowed under the laws of the State of Texas. If the default specified in the above-referenced notice cannot, by its nature, be cured within thirty (30) days, the defaulting party shall have additional time within which to cure such default, provided that a diligent effort to cure is commenced and continuously pursued by the defaulting party.
  
6. Notices. All notices, demands all requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the party intended, (ii) delivered to the then designated address of such notice was sent prepaid, or (iii) sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the party intended. The initial addresses of the parties shall be:

STX:                    1111 Metropolitan Avenue, #700  
                               Charlotte, NC 28204  
                               Attn: Michael Robbe

CITY:                    City of Stephenville  
                               298 W Washington Street  
                               Stephenville, Texas 76401  
                               Attn: City Manager

Upon at least ten (10) days prior written notice, each party shall have the right to change its address to any other address within the United States of America.

7. Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall bind the property described herein and inure to the benefit of and be binding upon each party and its successors and/or assigns. This Agreement is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.
  
8. Construction and Interpretation.
  - (a) This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Any prior negotiations, correspondence, memoranda or agreements are superseded in total by this Agreement and the Exhibits attached hereto. This Agreement has been fully negotiated at arms-length between the signatories hereto, and after advice by counsel and other representatives chosen by such parties, and such parties are fully informed with respect thereto; no such party shall be deemed the scrivener of this Agreement; and, based on the

foregoing, the provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party.

- (b) Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in no way affect any of the other revisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- (c) This Agreement may be amended by, and only by, a written agreement signed by both Parties and shall be effective only when recorded in the county and state where the subject property is located.
- (d) The Parties hereby acknowledge that the Public Improvements are financed with proceeds of the City Debt, the interest of which is excluded from federal income tax purposes, pursuant to the Internal Revenue Code of 1986 and any applicable Income Tax Regulations promulgated thereunder. Therefore, to ensure that the interest on the City Debt shall be excluded from gross income for federal income tax purposes, the Parties agree that subject to the terms of this Agreement, STX shall not have any rights under this Agreement that are tantamount or superior to the rights of the City in the STX Easements so long as the City Debt is outstanding, and the Parties further covenant and agree to modify this Agreement to the extent necessary to ensure the continued exclusion of interest on the City Debt from gross income for federal income tax purposes.

- 9. Governing Law. This Agreement shall be governed by the laws of the State of Texas, without reference to choice of law principles.
- 10. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.
- 11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed to be effective as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

**STX:**

Witnessed by:

STX WASHINGTON PARTNERS, LLC, a Texas limited liability company

\_\_\_\_\_

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

Name:

Name:

Title:

**CITY:**

Attest:

CITY OF STEPHENVILLE, TEXAS, a Texas home-rule municipality

\_\_\_\_\_

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

Staci L. King, City Secretary

Doug Svien, Mayor

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

Before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the Manager of STX WASHINGTON PARTNERS, LLC, a Texas limited liability company, known to me, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said limited liability company, and that he executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, A.D., 2020.

\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF ERATH §

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Doug Svien, the Mayor of the CITY OF STEPHENVILLE, TEXAS, a Texas home-rule municipality, known to me, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said home-rule municipality, and that he executed said instrument as the voluntary act of the said home-rule municipality, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this 3rd day of March A.D., 2020.

\_\_\_\_\_, Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF STX PARCEL

EXHIBIT B

SITE PLAN

Regular City Council Meeting  
**STAFF REPORT**



**SUBJECT:** Downtown Revitalization Plan  
**MEETING:** City Council Work Session - 18 Feb 2020  
**DEPARTMENT:** Council  
**STAFF CONTACT:** Jen Basham

**RECOMMENDATION:**

Staff recommends approving the contract with Gateway Planning, Inc. for Downtown Revitalization.

**BACKGROUND:**

At the January 21, 2020 City Council work session Scott Polikov of Gateway Planning presented the concept of Downtown Revitalization. Council requested a refined scope be presented. On February 18, 2020, Scott Polikov presented his team and action plan for downtown revitalization. Present at the meeting were multiple downtown merchants who spoke in favor of downtown revitalization. Council recommended moving forward with negotiating a contract with Gateway Planning to provide professional services in relation to downtown revitalization.

**FISCAL IMPACT SUMMARY:**

\$360,000

**ATTACHMENTS:**

[Gateway - Stephenville downtown contract V.1](#)



### PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into as of the date of signing (the March 3, 2020), by and between GATEWAY PLANNING GROUP, INC. ("Contractor"), located at 901 Main Street, Suite 4100, Dallas Texas 75202, and the STEPHENVILLE TX ("Client") located at 298 W Washington St, Stephenville, TX 76401, Attn: Jen Basham.

1. ENGAGEMENT. Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide planning, urban design, development consultant, economic development, infrastructure assessments, public-private financing, retail program/merchandising and other consulting services for the Downtown Initiative.

2. COMPENSATION. Client shall pay Contractor on a fixed fee basis not to exceed \$360,000.00 for tasks delineated in EXHIBIT A attached hereto and undertaken under the respective subtask budget, plus direct reimbursable expenses, including travel, meals, lodging, reprographics, facilities rental, workshop supplies, and plotting. Contractor may redistribute funds under the respective subtask budgets upon written approval of Client. Contractor shall invoice client monthly on a percent-complete basis for each subtask as confirmed by Client. All invoices shall be due upon presentation and payable within thirty (30) days. Additional Hourly services if authorized and directed by the Client and undertaken by Contractor shall be compensated at the rate of \$375.00 per hour for senior principals, \$275.00 per hour for principals and senior associates, and \$175.00 per hour for associates and planners, and \$125.00 per hour for technical labor unless other arrangements are made by mutual agreement. Any "contingency" budget tasks may be invoiced on a fixed fee basis or hourly upon approval of the Client. Contractor may sub-contract portions of the Services as long as Contractor maintains control over those services provided under this contractor. If any of the Expense Budget delineated in Exhibit A is projected to be not utilized, Contractor may redistribute any projected remaining unused funds to any of the fixed fee subtasks upon written agreement by Client that the projected unused funds will be available within the not-to-exceed budget of this Contract.

3. PROFESSIONAL STANDARDS. Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals of high reputation in the same type of work in Client's community and region for the professional and technical soundness, accuracy, and adequacy of the work furnished under this Agreement.

4. TERMINATION. Either Client or Contractor may terminate this Agreement by giving 30 days written notice to the other

party with confirmation of receipt of that notice of termination. In such event, Client shall forthwith pay Contractor in full for all work previously performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

5. ACCESS TO RECORDS and WORKPRODUCT. Contractor agrees that Client shall, until expiration of one (1) year after final payment by Client to Contractor or termination of the Contract, have access to copies of pertinent documents, papers and records of Contractor involving tasks relating to this Contract. Within seventy two (72) hours notice, Contractor shall provide Client copies as requested unless extraordinary circumstances exist. The cost of reproduction shall be borne by Contractor or Client depending on the circumstances. Contractor at all times shall retain co-ownership of all final work product resulting from this Agreement and may utilize it for marketing. Contractor shall retain sole ownership of source files, digital files, drafts and working documents for all work product.

6. INSURANCE. During the term of this Agreement and for two (2) years thereafter, Contractor shall keep in force General Liability and Professional Liability Insurance coverage up to \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate total coverage, respectively.

7. ENTIRE AGREEMENT/ MODIFICATION. This Agreement, including any attached schedules, is the entire agreement between the parties and supersedes all prior negotiations, agreements and understanding relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing. Email communication constitutes a writing if intended by both parties to be a writing under this paragraph and receipt has been confirmed.

8. ASSIGNMENT. Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of its duties under this Agreement without written authorization from Contractor. Except for the use of sub-contractors to perform services, Contractor





understands that it may not assign this Agreement or its rights hereunder, without written authorization from Client.

9. LEGAL EXPENSES. In the event that legal action is taken by either party to enforce any rights or remedies under this Contract, each party shall bear the cost of legal services; however, a prevailing party, a signatory to this Contract, in any lawsuit involving services or obligations under this Contract shall be paid for costs and attorney's fees by the other party as determined by the Court.

10. SEVERABILITY. In the event that any one or more of the provisions contained in this Contract shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

11. BINDING EFFECT. The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

12. INDEMNIFICATION AND HOLD HARMLESS. Each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes of action brought by any third party, person or entity as a result of any incident,

event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

13. LIMITATION OF LIABILITY. Contractor's liability for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee paid to Contractor hereunder or available insurance coverage delineated herein, whichever is greater.

14. GOVERNING LAW. It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

**15. Contractor is not providing legal services nor engineering services in anyway; accordingly, legal or engineering supplementation or review of the Contractor's work may be necessary.**



**CERTIFICATION OF UNOPPOSED CANDIDATES  
FOR OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)**

To: Presiding Officer of Governing Body

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 2, 2020.

List offices and names of candidates:

<b>Offices</b>	<b>Candidates</b>
Mayor	Doug Svien
City Council Place 2	Justin Haschke
City Council Place 4	Brady Pendleton
City Council Place 6	Alan Nix
City Council Place 8	Brandon Huckabee

**CERTIFICACIÓN DE CANDIDATOS ÚNICOS  
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

*Al: Presidente de la entidad gobernante*

*Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 2 de Mayo, 2020.*

*Lista de cargos y nombres de los candidatos:*

<b>Cargos</b>	<b>Candidatos</b>
Alcalde	Doug Svien
Ayuntamiento lugar 2	Justin Haschke
Ayuntamiento lugar 4	Brady Pendleton
Ayuntamiento lugar 6	Alan Nix
Ayuntamiento lugar 8	Brandon Huckabee



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*Signature (Firma)*

**Staci L. King**

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*Printed name (Nombre en letra de molde)*

**City Secretary**

---

*Title (Puesto)*

**February 19, 2020**

---

*Date of signing (Fecha de firma)*

**ORDER OF CANCELLATION**

The Stephenville City Council hereby cancels the general election scheduled to be held on May 2, 2020 in accordance with Section 2.053(a) of the Texas Election code. The following candidates have been certified as unopposed and are hereby elected as follows:

<b>Office</b>	<b>Candidate</b>
Mayor	Doug Svien
City Council Place 2	Justin Haschke
City Council Place 4	Brady Pendleton
City Council Place 6	Alan Nix
City Council Place 8	Brandon Huckabee

**ORDEN DE CANCELACIÒN**

*El consejal de ciudad de Stephenville por la presente cancela la elecciòn que, de lo contrario, se hubiera celebrado el 11 de mayo 2013 de conformidad, con la Secciòn 2.053(a) del Còdigo de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos ùnicos y por la presente quedan elegidos como se halla indicado a continuaciòn:*

<b>Cargos</b>	<b>Candidatos</b>
<i>Alcalde</i>	<i>Doug Svien</i>
Ayuntamiento lugar 2	Justin Haschke
Ayuntamiento lugar 4	Brady Pendleton
Ayuntamiento lugar 6	Alan Nix
Ayuntamiento lugar 8	Brandon Huckabee

Date of adoption (Fecha de adopciòn): March 3, 2020

---

Doug Svien  
Mayor (*Alcalde*)

Regular City Council Meeting  
**STAFF REPORT**



**SUBJECT:** Case No.: RZ2020-001  
Applicant Joseph Borges is requesting a rezone of property located at 150 Hurbert, being Lot 3, Block 35, of the Frey First Addition to the City of Stephenville, Erath County, Texas, from Industrial (I) to Single Family Residential District (R-1).  
**MEETING:** Regular City Council Meeting - 03 Mar 2020  
**DEPARTMENT:** Development Services  
**STAFF CONTACT:** Steve Killen

**RECOMMENDATION:**

The Planning and Zoning Commission met on February 19, 2020 and recommended approval of the request to rezone from Industrial to R1 single family by a vote of *five (5) to two (2)*.

**BACKGROUND:**

**APPLICANT REQUEST:**

Applicant states that the current home has been remodel, but the buyer cannot finalize loan if it is not rezoned to (R-1) Single Family.

**CURRENT ZONING:**

(I) Industrial

**FUTURE LAND USE:**

(B-2) Retail and Commercial Business

**REQUESTED ZONE:**

(R-1) Single Family

**DESCRIPTION:**

**(I) Industrial**

The industrial district is intended to serve as general industrial activities.

**(B-2) Retail and Commercial Business**

The Retail and Commercial Business District provides areas for the grouping of retail shops and stores offering goods and services for the residents in general. These shopping areas will generally be more densely concentrated and more traffic intensive than allowed in the Neighborhood Business Districts.

**(R-1) Single Family - 7500**

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.

**WATER:**

The property is served by a 1" city water main on Hurbert Street.

**SEWER:**

The property currently is served by a 6" sanitary sewer main located on Hurbert Street.

**STREET:**

The property is served by city street

**ZONING AND LAND USE:**

<b>Location</b>	<b>Zoning</b>	<b>Future Land Use</b>
Subject Site	(I) Industrial	(B-2) Retail and Commercial Business
North	(I) Industrial	(B-2) Retail and Commercial Business
South	(R-1) Single Family	(B-2) Retail and Commercial Business
East	(I) Industrial	(B-2) Retail and Commercial Business
West	(I) Industrial	(B-2) Retail and Commercial Business

**FACTORS TO CONSIDER:**

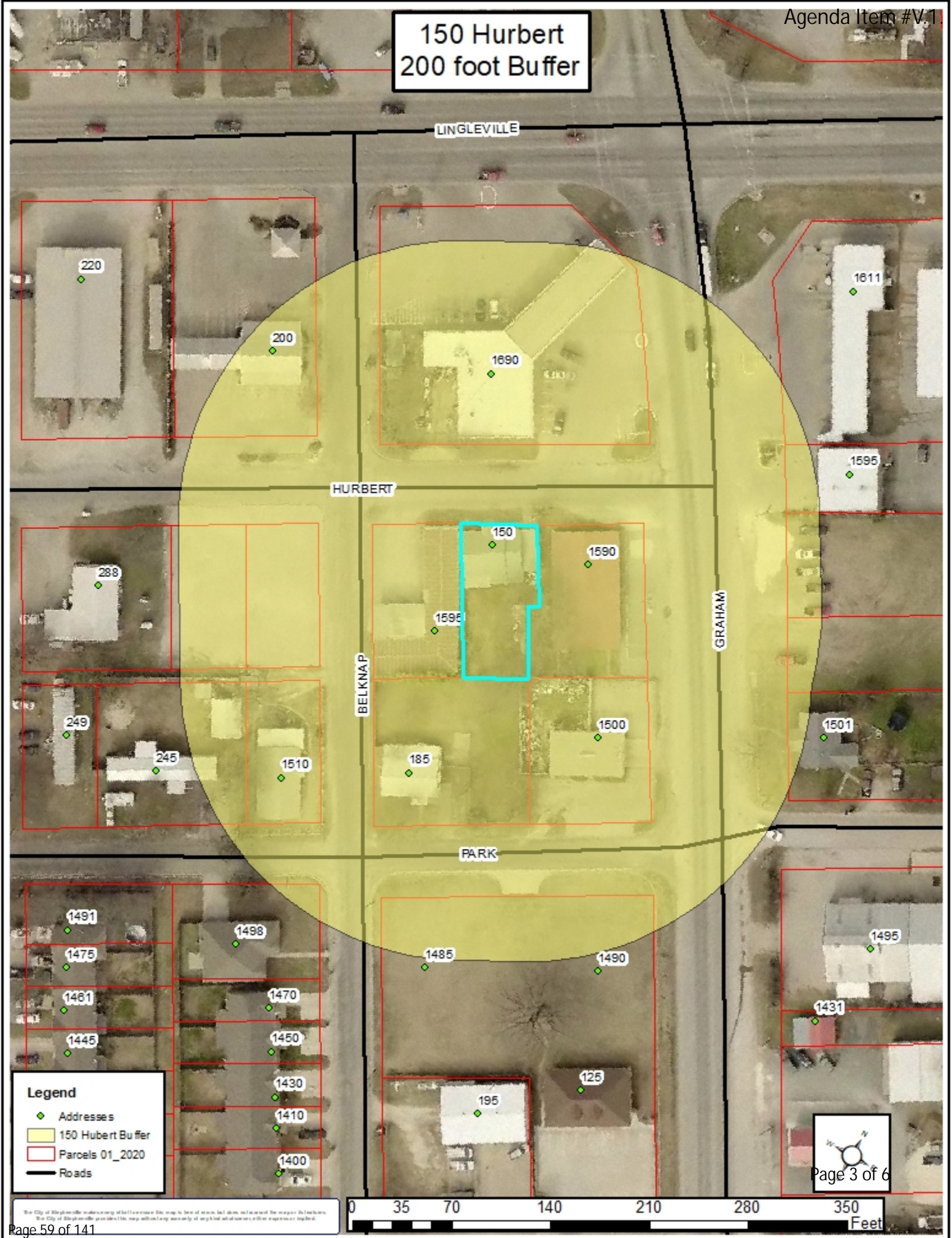
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel - is land large enough and in proper location for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

**ATTACHMENTS:**

[Staff Report - Case No. RZ2020-001](#)

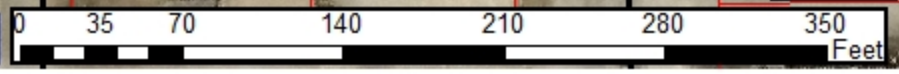
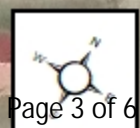


# 150 Hubert 200 foot Buffer



**Legend**

- ◆ Addresses
- 150 Hubert Buffer
- Parcels 01\_2020
- Roads



The City of Springfield makes every effort to ensure this map is free of error, but does not warrant the map's accuracy. The City of Springfield is not liable for any loss or damage resulting from the use of this map.



# 150 Hurbert Current Zoning IND - Industrial



### Legend

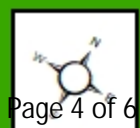
- ◆ Addresses
- Parcels 01\_2020
- Roads

### Zoning\_2020\_01\_08

#### ZONING

- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tareyton, 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-3 - Multiple Family
- RE - Single Family - 1 Acre

1470  
1450  
1430  
1410  
1400



The City of Raleigh will not be responsible for any errors or omissions in this map. The City of Raleigh will not be responsible for any errors or omissions in this map. The City of Raleigh will not be responsible for any errors or omissions in this map.



# 150 Hurbert Future Land Use - Commercial



**Legend**

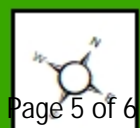
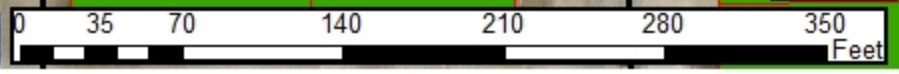
- ◆ Addresses
- ▭ Parcels 01\_2020
- Roads

**Future\_Land\_Use\_2019\_02\_08**

**Use\_BDH**

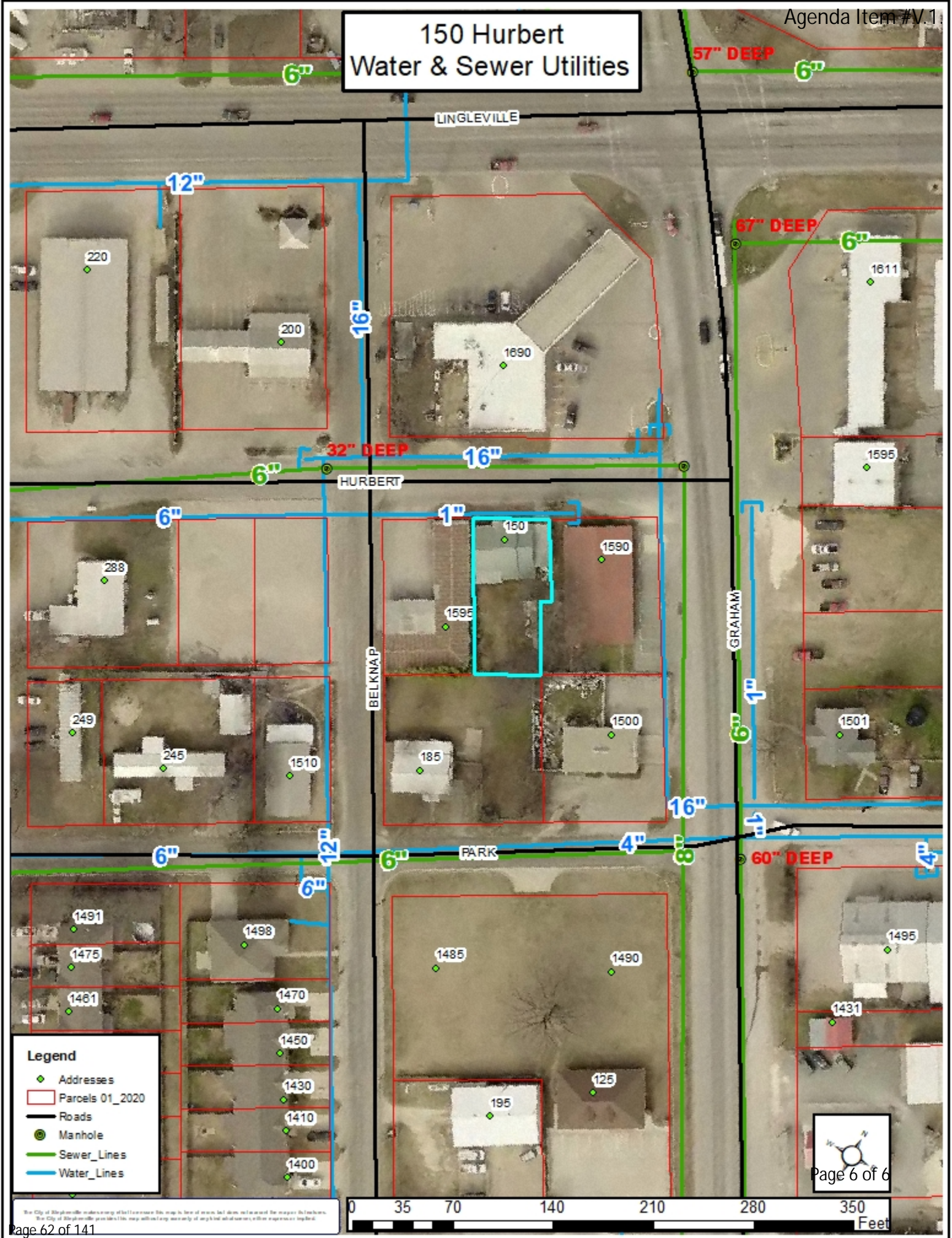
- Ag/Open Space
- Office/Neighbor\_Bus
- Commercial
- Cent Business Dist
- City/Tafteton/SISD
- Downtown
- Industrial
- Planned Development
- Single Family
- 1\_2 Family
- Multi-Fam/Resident
- Duplex/Townhome
- Manufact Homes

The City of Springfield is not responsible for the accuracy of the information shown on this map. The City of Springfield does not warrant the accuracy of the information shown on this map. The City of Springfield is not responsible for the accuracy of the information shown on this map.





# 150 Hurbert Water & Sewer Utilities



**Legend**

- ◆ Addresses
- ▭ Parcels 01\_2020
- Roads
- Manhole
- Sewer\_Lines
- Water\_Lines





Regular City Council Meeting  
**STAFF REPORT**

**SUBJECT:** Case No.: RZ2020-002  
Applicant Rhyne Gailey is requesting a rezone of property located at 2241 Tarleton, Parcel R30330, Lot 2, Block 3, of the Kaylie Subdivision to the City of Stephenville, Erath County, Texas from Single Family Residential District (R-1) to Multi Family Residential District (R-3).

**MEETING:** Regular City Council Meeting - 03 Mar 2020

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen

**RECOMMENDATION:**

The Planning and Zoning Commission met on February 19, 2020 and recommended denial of the request of rezone from Single Family Residential District (R-1) to Multi Family Residential District (R-3). The vote was unanimous.

**BACKGROUND:**

**APPLICANT REQUEST:**  
Applicant states that they are requesting the rezone to build townhomes.

**CURRENT ZONING:**  
(R-1) Single Family

**FUTURE LAND USE:**  
(R-1) Single Family

**DESCRIPTION**

**(R-1) Single Family**  
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.

**WATER:**  
\_The property is served by a 6" city water main on Tarleton Street.

**SEWER:**  
The property currently is served by a 6" sanitary sewer main located on Linda Street and along the North of the property.

**STREET:**  
The property is served by city street

**ZONING AND LAND USE:**

Location	Zoning	Future Land Use
Subject Site	(R-1) Single Family	(R-1) Single Family
North	(R-1) Single Family	(R-1) Single Family
South	(I) Industrial	(I) Industrial
East	(R-1) Single Family	(R-1) Single Family
West	(R-3) Multiple Family	(R-1) Single Family

**FACTORS TO CONSIDER:**

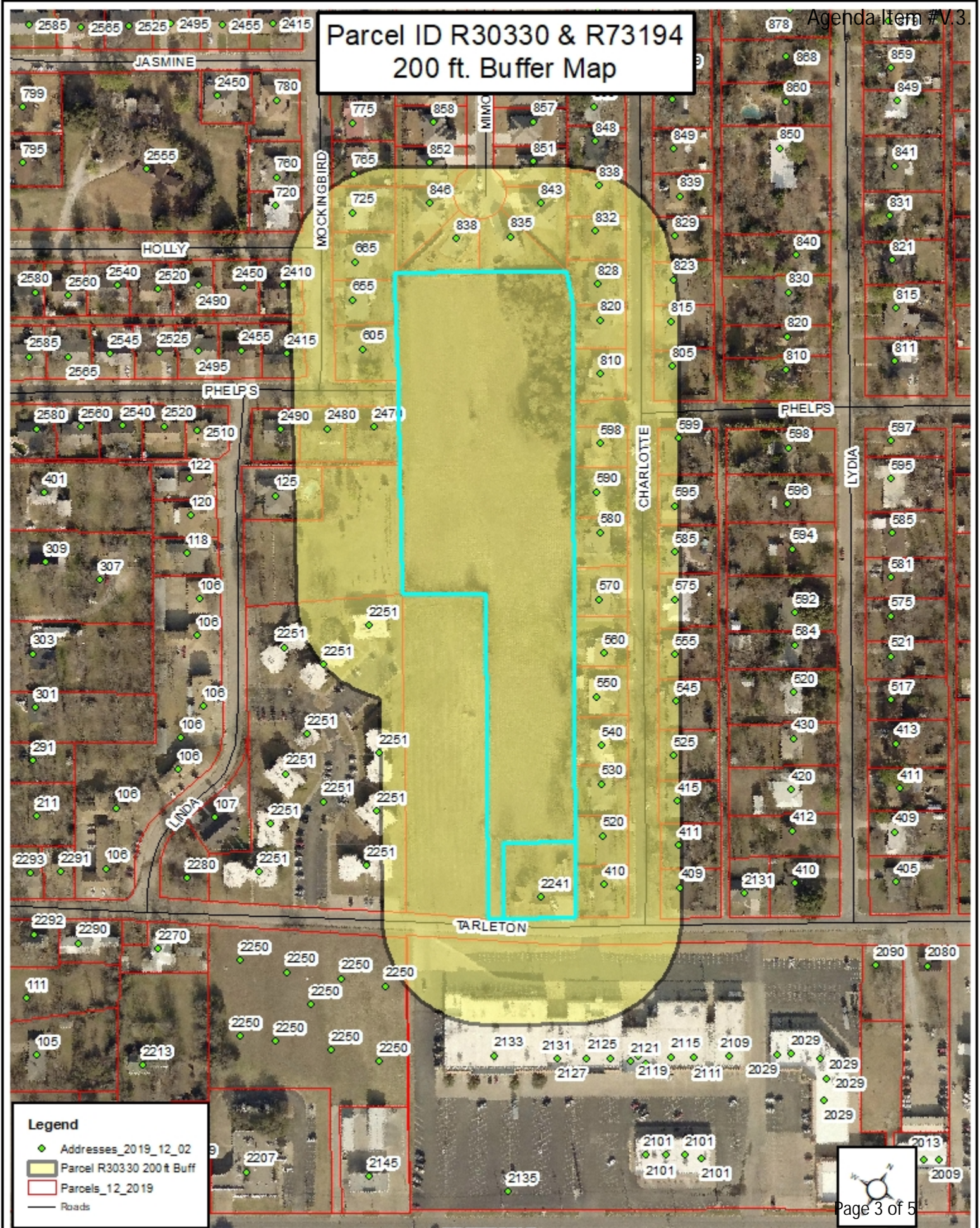
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel - is land large enough and in proper location for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

**ATTACHMENTS:**

[2241 Tarleton Maps](#)

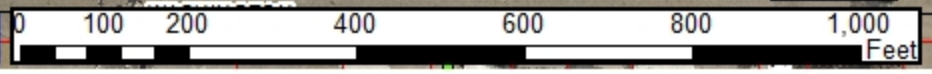
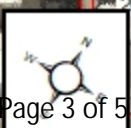


# Parcel ID R30330 & R73194 200 ft. Buffer Map



**Legend**

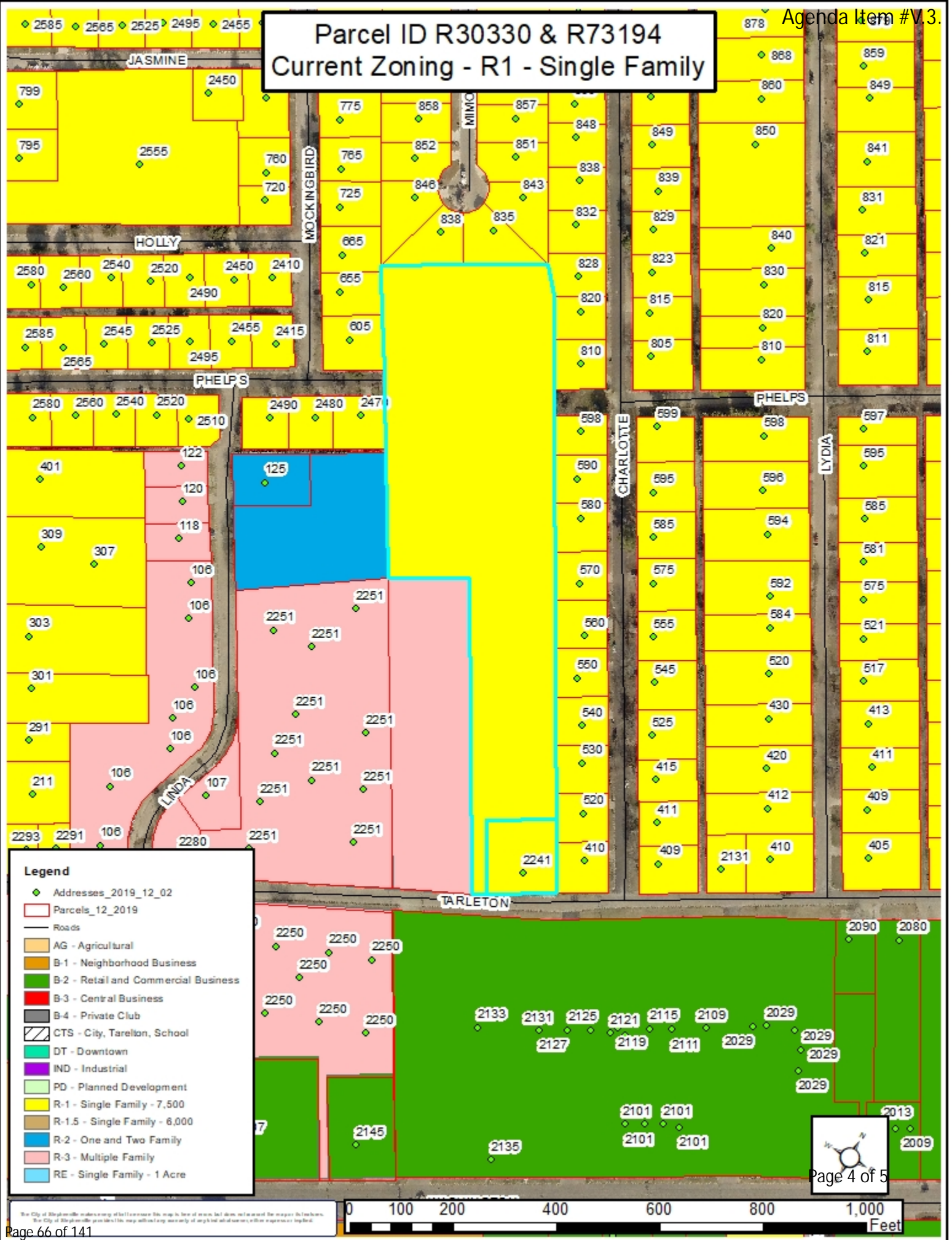
- ◆ Addresses\_2019\_12\_02
- Parcel R30330 200 ft Buff
- ▭ Parcels\_12\_2019
- Roads



The City of St. Joseph's online map is for informational purposes only. It is not intended to be used as a legal document. The City of St. Joseph's does not warrant the accuracy of any data or information displayed on this map. The City of St. Joseph's is not responsible for any errors or omissions on this map.



# Parcel ID R30330 & R73194 Current Zoning - R1 - Single Family

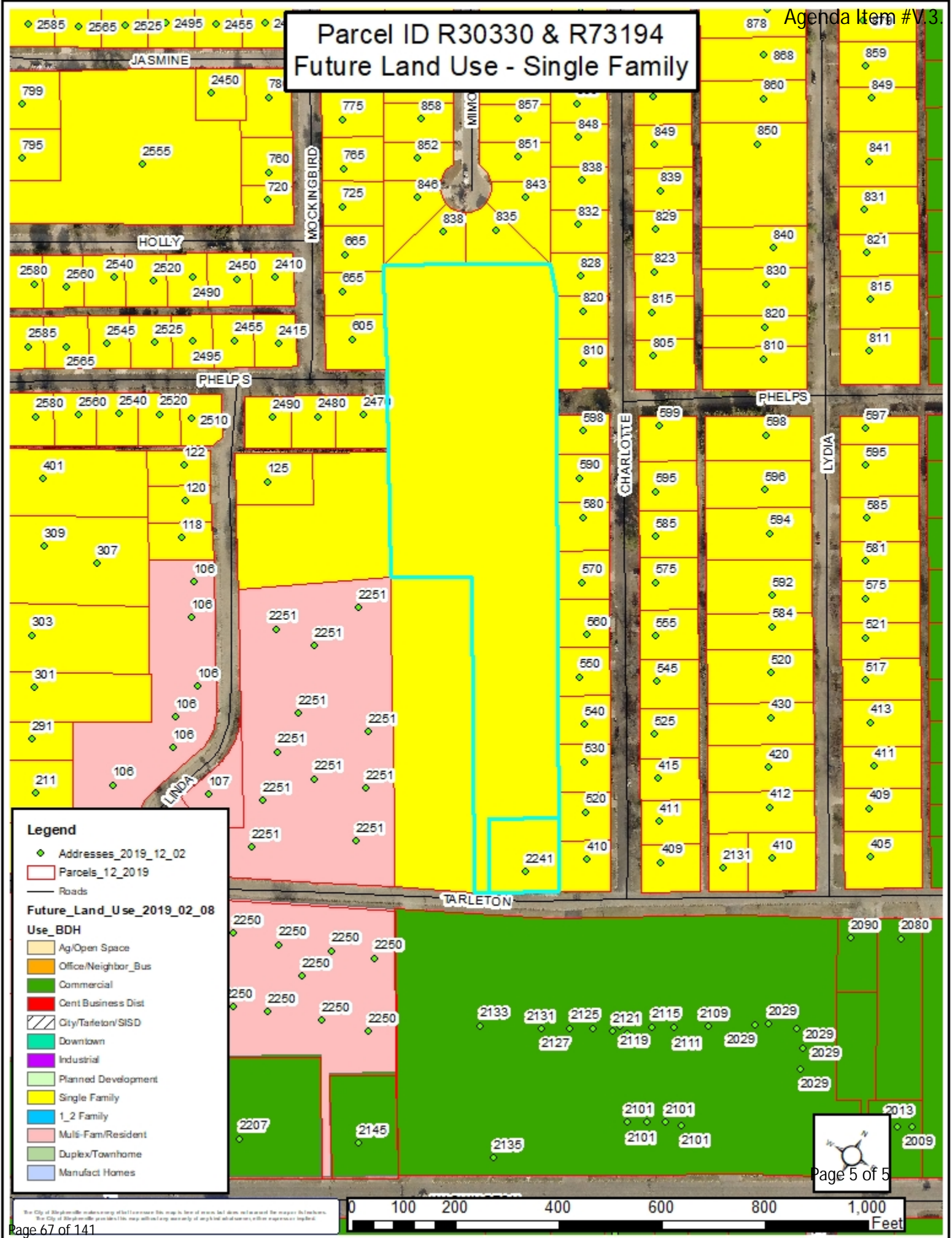


**Legend**

- ◆ Addresses\_2019\_12\_02
- ▭ Parcels\_12\_2019
- Roads
- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- ▨ CTS - City, Tarellton, School
- DT - Downtown
- IND - Industrial
- PD - Planned Development
- R-1 - Single Family - 7,500
- R-1.5 - Single Family - 6,000
- R-2 - One and Two Family
- R-3 - Multiple Family
- RE - Single Family - 1 Acre



# Parcel ID R30330 & R73194 Future Land Use - Single Family



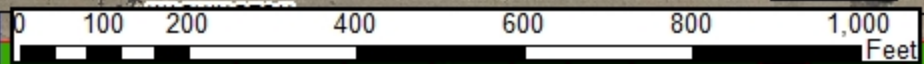
### Legend

- ◆ Addresses\_2019\_12\_02
- ▭ Parcels\_12\_2019
- Roads

### Future\_Land\_Use\_2019\_02\_08

#### Use\_BDH

- ▭ 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





Regular City Council Meeting  
**STAFF REPORT**

**SUBJECT:** Case No.: RZ2020-003  
Applicant Rhyne Gailey is requesting a rezone of property located at 0 Tarleton, Parcel R73194, Lot 1, Block 3, of the Kaylie Subdivision to the City of Stephenville, Erath County, Texas from Single Family Residential District (R-1) to Multi Family Residential District (R-3).

**MEETING:** Regular City Council Meeting - 03 Mar 2020

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen

**RECOMMENDATION:**

The Planning and Zoning Commission met on February 19, 2020 and recommended denial of the request of rezone from Single Family Residential District (R-1) to Multi Family Residential District (R-3). The vote was unanimous.

**BACKGROUND:**

**APPLICANT REQUEST:**  
Applicant states that they are requesting the rezone to build townhomes.

**CURRENT ZONING:**  
(R-1) Single Family

**FUTURE LAND USE:**  
(R-1) Single Family

**DESCRIPTION**

**(R-1) Single Family**  
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.

**WATER:**  
\_The property is served by a 6" city water main on Tarleton Street.

**SEWER:**  
The property currently is served by a 6" sanitary sewer main located on Linda Street and along the North of the property.

**STREET:**  
The property is served by city street

**ZONING AND LAND USE:**



Location	Zoning	Future Land Use
Subject Site	(R-1) Single Family	(R-1) Single Family
North	(R-1) Single Family	(R-1) Single Family
South	(I) Industrial	(I) Industrial
East	(R-1) Single Family	(R-1) Single Family
West	(R-3) Multiple Family	(R-1) Single Family

**FACTORS TO CONSIDER:**

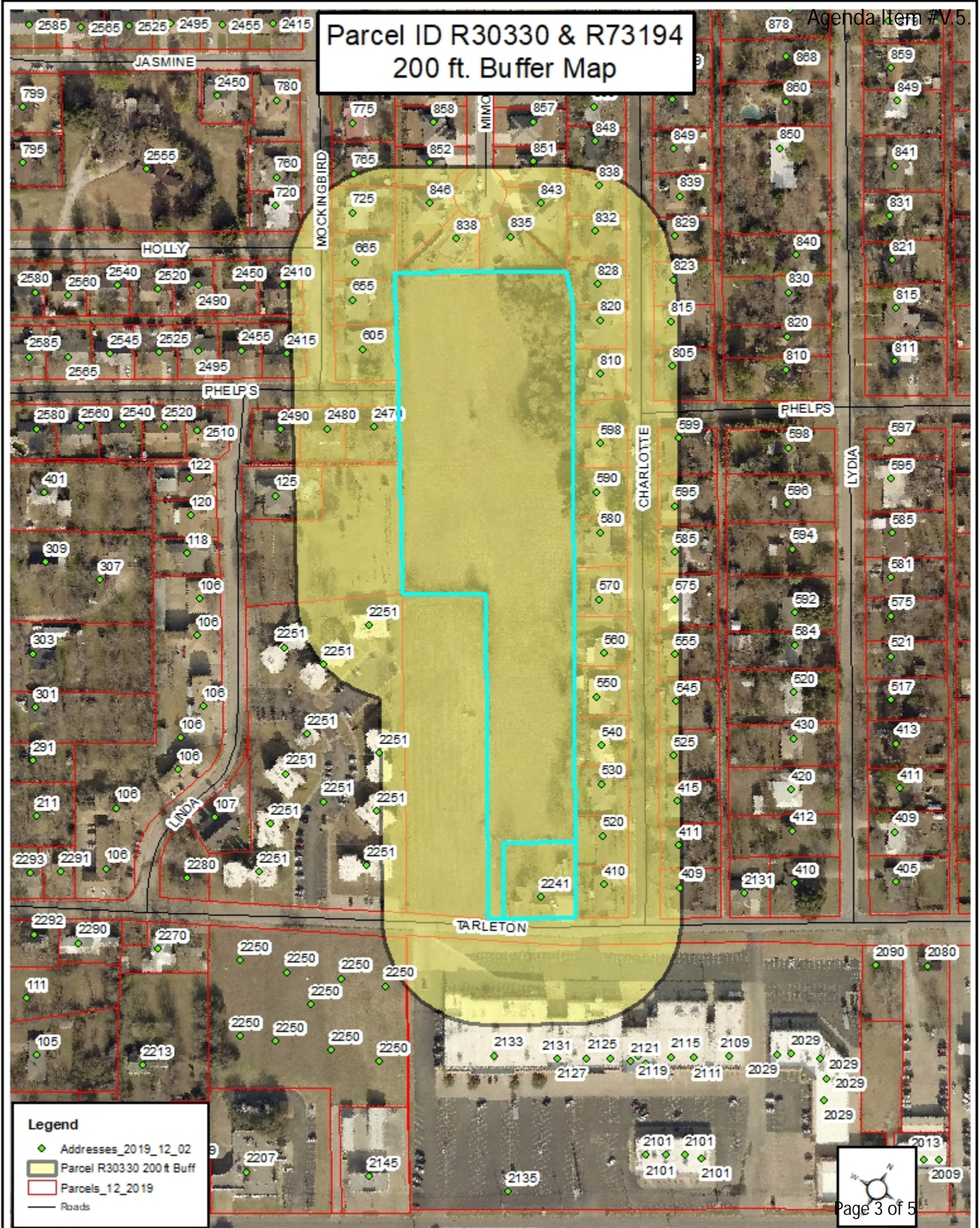
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use
- Infrastructure Impacts
- Size and Location of Parcel - is land large enough and in proper location for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

**ATTACHMENTS:**

[0 Tarleton Maps](#)

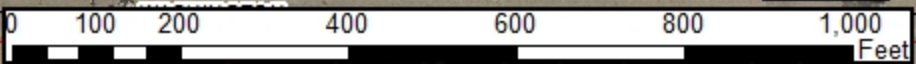


# Parcel ID R30330 & R73194 200 ft. Buffer Map



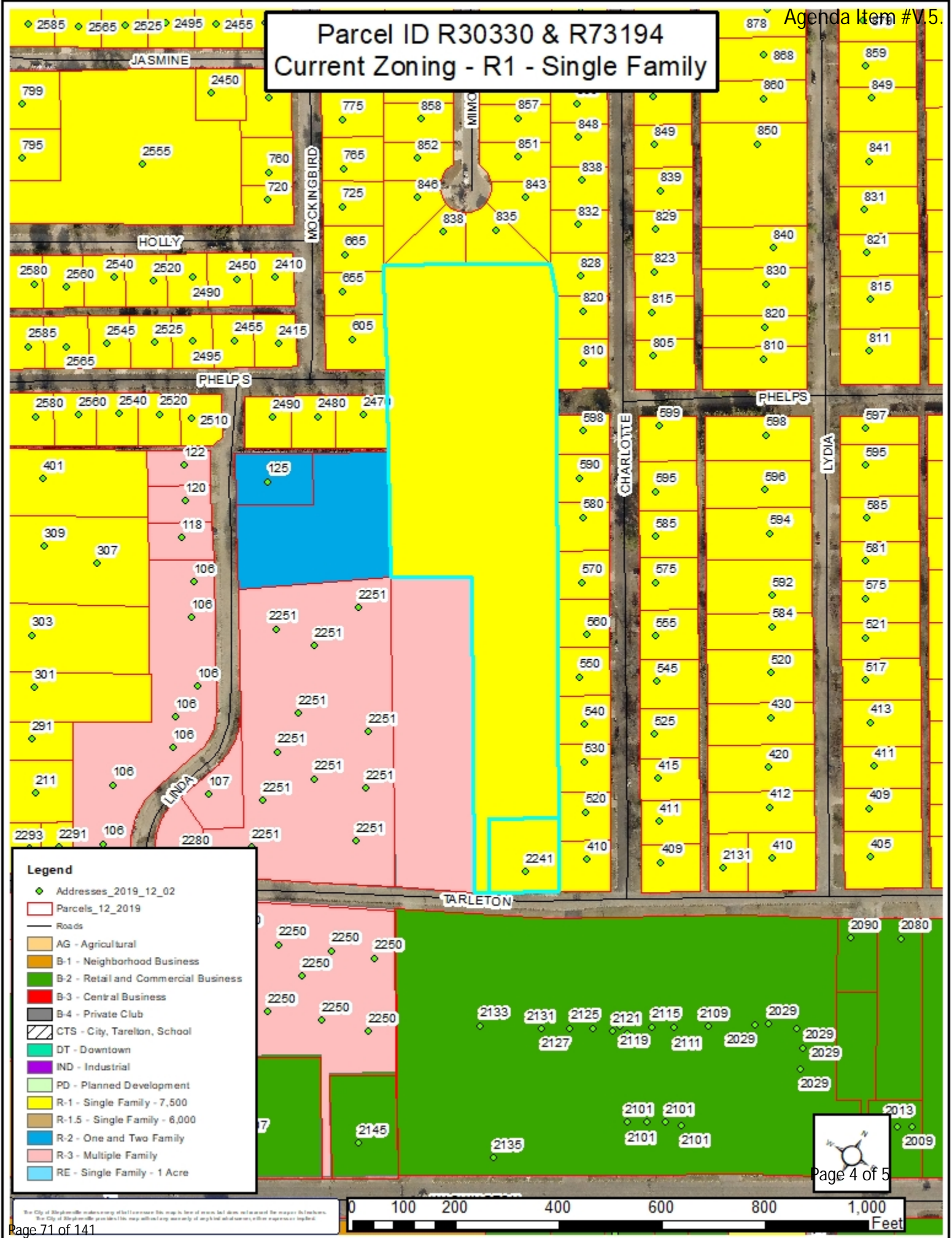
**Legend**

- ◆ Addresses\_2019\_12\_02
- Parcel R30330 200 ft Buff
- ▭ Parcels\_12\_2019
- Roads

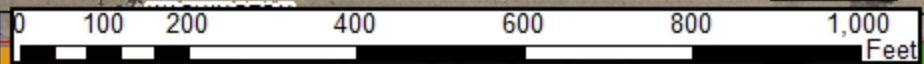




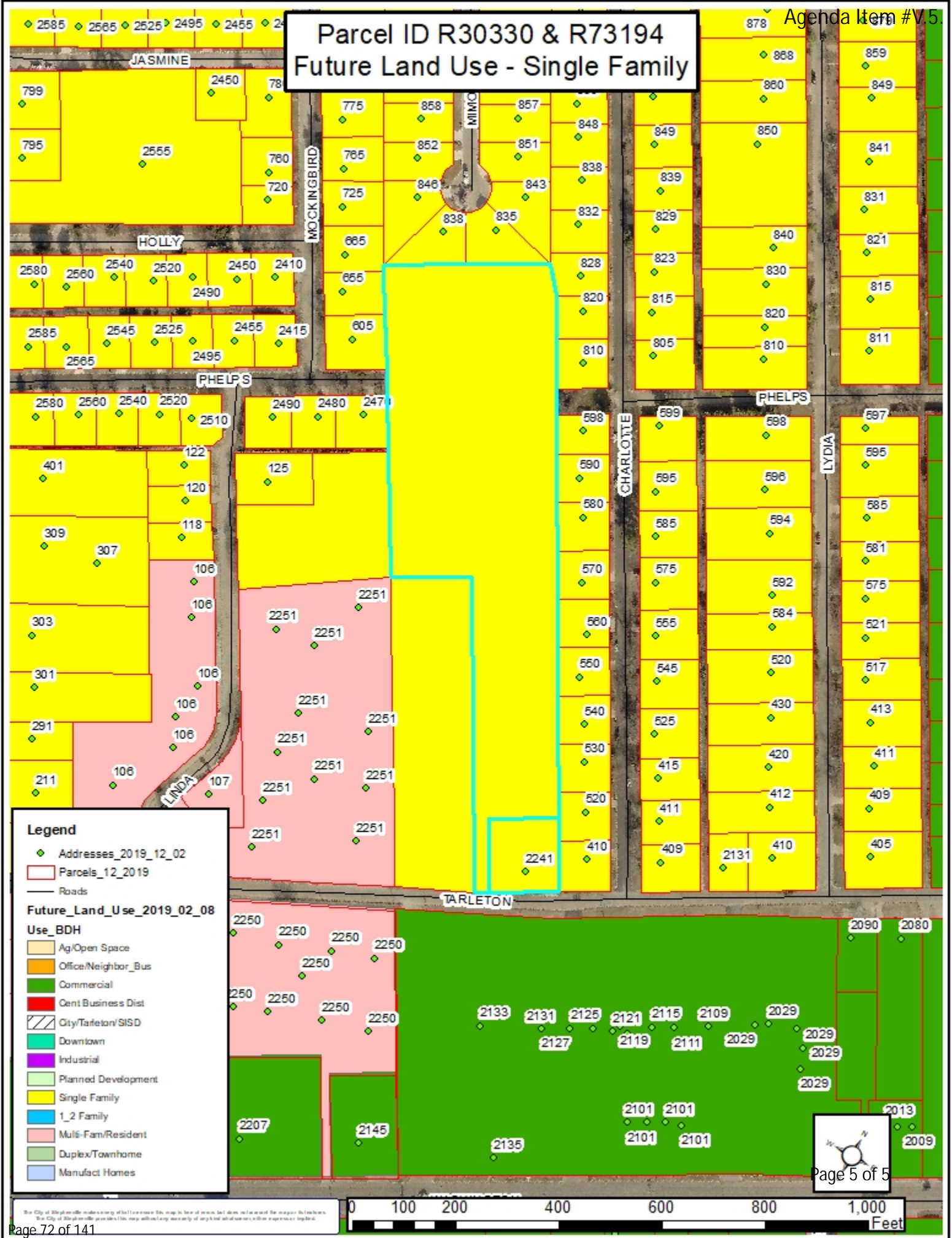
Parcel ID R30330 & R73194  
Current Zoning - R1 - Single Family



- Legend**
- ◆ Addresses\_2019\_12\_02
  - ▭ Parcels\_12\_2019
  - Roads
  - AG - Agricultural
  - B-1 - Neighborhood Business
  - B-2 - Retail and Commercial Business
  - B-3 - Central Business
  - B-4 - Private Club
  - ▨ CTS - City, Tarellton, School
  - DT - Downtown
  - IND - Industrial
  - PD - Planned Development
  - R-1 - Single Family - 7,500
  - R-1.5 - Single Family - 6,000
  - R-2 - One and Two Family
  - R-3 - Multiple Family
  - RE - Single Family - 1 Acre



# Parcel ID R30330 & R73194 Future Land Use - Single Family



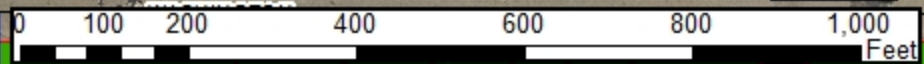
**Legend**

- ◆ Addresses\_2019\_12\_02
- ▭ Parcels\_12\_2019
- Roads

**Future\_Land\_Use\_2019\_02\_08**

**Use\_BDH**

- 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





Regular City Council Meeting  
**STAFF REPORT**

**SUBJECT:** Case No.: SV2020-003  
Applicant Marchell Lee is requesting a Subdivision Waiver from Section 155.6.11 – Sidewalk Requirement to be constructed at 695 Prairie Wind, being Lot 28, Block 7, of the River North II Addition to the City of Stephenville, Erath County, Texas.

**MEETING:** Regular City Council Meeting - 03 Mar 2020

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen

**RECOMMENDATION:**

The Planning and Zoning Commission met on February 19, 2020 and recommended approval of the waiver by unanimous vote.

**BACKGROUND:**

**Current Zoning:**

(R-1) Single Family

**Future Land Use:**

(R-1) Single Family

**155.6.11.B - Sidewalks**

***A. Sidewalks and Pedestrian ways are required as a part of Subdivision Plat approval to help the City achieve the following:***

- 1. Promote the mobility, health, safety, and welfare of residents, property owners, and visitors to the City and to implement objectives and strategies of the Comprehensive Plan,
- 2. Improve the safety of walking by providing separation from motorized transportation and improving travel surfaces for pedestrians
- 3. Improve public welfare by providing an alternate means of access to transportation and social interaction, especially for children, other citizens without personal vehicles, or those with disabilities, and
- 4. Facilitate walking as a means of physical activity recognized as an important provider of health benefits

***B. Sidewalk Location and Design.***

- 1. Sidewalks shall be constructed for both sides of all streets within the Subdivision.
- 2. Sidewalks shall be constructed along all lots adjoining dedicated streets, along Major Arterial/Thoroughfare Streets where lots do not adjoin the street, across power line easements and in other areas where pedestrian walkways are necessary.
- 3. Routing to clear poles, trees or other obstacles shall be subject to City Administrator approval.
- 4. The Plat or Construction Plans shall show the location of all proposed sidewalks and shall state at what stage of the project they will be constructed.
- 5. All sidewalks shall conform to Federal Americans with Disabilities Act (ADA) requirements and barrier-free ramps should be provided for access to the street.

***C. Sidewalk General Construction.***

- 1. Sidewalks shall be constructed by Class "A" concrete and shall have a width of not less than five (5) feet and a minimum thickness of four (4) inches.
- 2. Sidewalks along Major Arterial/Thoroughfare Streets shall be no less than six feet (6') in width.



3. Sidewalks adjacent to screening and retaining walls shall be five (5') feet in width and shall abut the wall, eliminating the landscape area found along the wall, thereby reducing maintenance.
4. Sidewalks shall be constructed one foot (1') from the property line within the street or Major Arterial/Thoroughfare Street Right-of-Way and shall extend along the full street frontage including both sides of corner lots and block ends.
5. Construction of sidewalks adjacent to curbs will be considered where driveway entrances are constructed from the rear of lots on each side of the street for the full length of the block or where mountable curbs are installed. In these instances, the sidewalks shall be a minimum of five feet (6') wide.
6. Sidewalk construction may be delayed until development of lots, but in locations not adjacent to lots and across bridges and culverts, the sidewalk shall be constructed with the other improvements to the Subdivision.

D. **Sidewalks in Nonresidential Areas.** Sidewalks in nonresidential areas shall be a minimum width of five feet (6') or extend from the back of the curb to the building line as required by the City.

#### **155.7.01.F - Subdivision Waiver Criteria**

##### **1. Undue Hardship Present.**

A Subdivision Waiver to regulations within this Subdivision Ordinance may be approved only when, in the Decision-Maker's opinion, undue hardship will result from strict compliance to the regulations.

##### **2. Consideration Factors. The Decision-Maker shall take into account the following factors:**

- a. The nature of the proposed land use involved and existing uses of the land in the vicinity;
- b. The number of persons who will reside or work in the proposed development; and
- c. The effect such Subdivision Waiver might have upon traffic conditions and upon the public health, safety, convenience, and welfare in the vicinity.

##### **3. Findings. No Subdivision Waiver shall be granted unless the Decision-Maker finds:**

- a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the Applicant of the reasonable use of his or her land; and
- b. That the Subdivision Waiver is necessary for the preservation and enjoyment of a substantial property right of the Applicant, and that the granting of the Subdivision Waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and
- c. That the granting of the Subdivision Waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.

##### **4. Intent of Subdivision Regulations.**

- a. A Subdivision Waiver may be granted only when in harmony with the general purpose and intent of the Subdivision Ordinance so that the public health, safety, and welfare may be secured and substantial justice is done.
- b. Financial hardship to the Applicant shall not be deemed to constitute an undue hardship.

##### **5. Minimum Degree of Variation.**

No Subdivision Waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the Applicant.

##### **6. Violations and Conflicts.**

The Decision-Maker shall not authorize a Subdivision Waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the City.

##### **7. Falsification of Information.**

- a. Any falsification of information by the Applicant shall be cause for the Subdivision Waiver request to be denied.
- b. If the Subdivision Waiver request is approved based upon false information, whether intentional or not, the discovery of such false information shall nullify prior approval of the Subdivision Waiver, and shall be grounds for reconsideration of the Subdivision Waiver request.

**155.7.1.G - Burden of Proof**

The Applicant bears the burden of proof to demonstrate that the requirement for which a Subdivision Waiver is requested if uniformly applied, imposes an undue hardship or disproportionate burden on the Applicant. The Applicant shall submit the burden of proof with the original submittal.

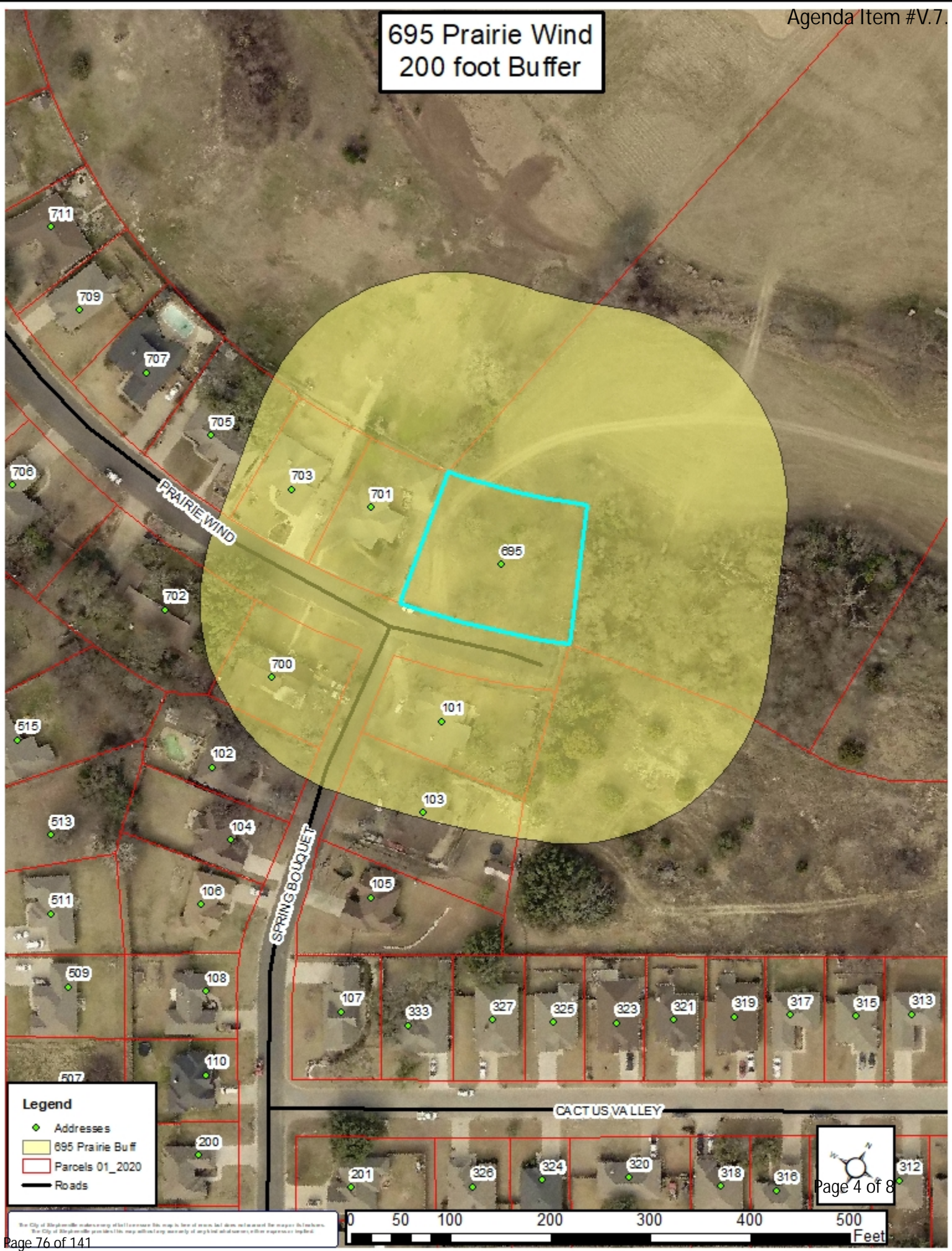
**Zoning and Land Use**

<b>Location</b>	<b>Current Zoning</b>	<b>Future Land Use</b>
<b>Subject Site</b>	(R-1) Single Family	(R-1) Single Family
<b>North</b>	(R-1) Single Family	(R-1) Single Family
<b>South</b>	(R-1) Single Family	(R-1) Single Family
<b>East</b>	(R-1) Single Family	(R-1) Single Family
<b>West</b>	(R-1) Single Family	(R-1) Single Family

**ATTACHMENTS:**

[695 Prairie Wind Maps](#)

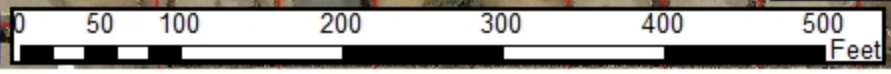
# 695 Prairie Wind 200 foot Buffer



**Legend**

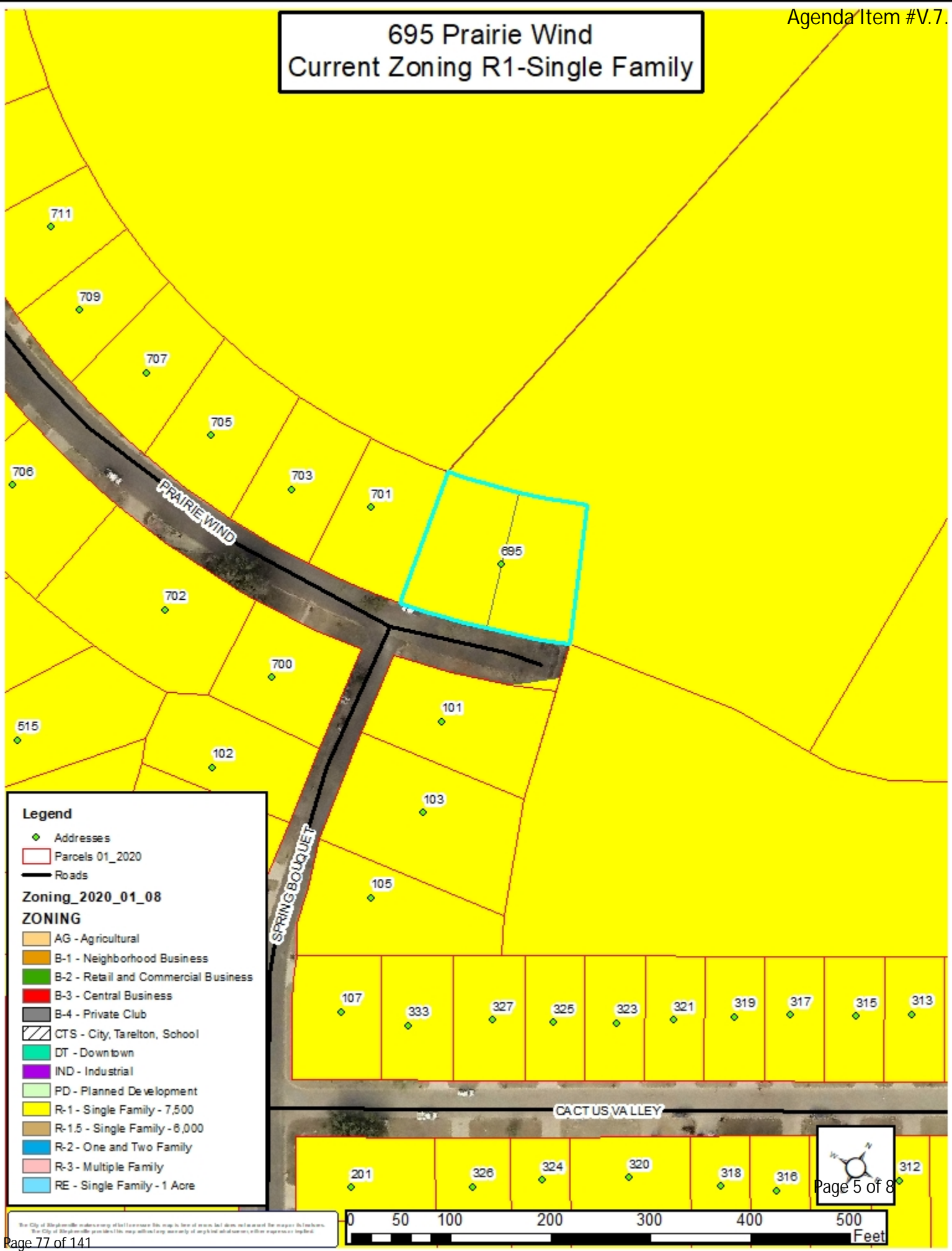
- ◆ Addresses
- 695 Prairie Buff
- Parcels 01\_2020
- Roads

The City of Springdale makes every effort to ensure this map is true and correct, but does not warrant the map's accuracy. The City of Springdale provides this map with no warranty of any kind and no liability is assumed.





# 695 Prairie Wind Current Zoning R1-Single Family



**Legend**

- ◆ Addresses
- ▭ Parcels 01\_2020
- Roads

**Zoning\_2020\_01\_08**

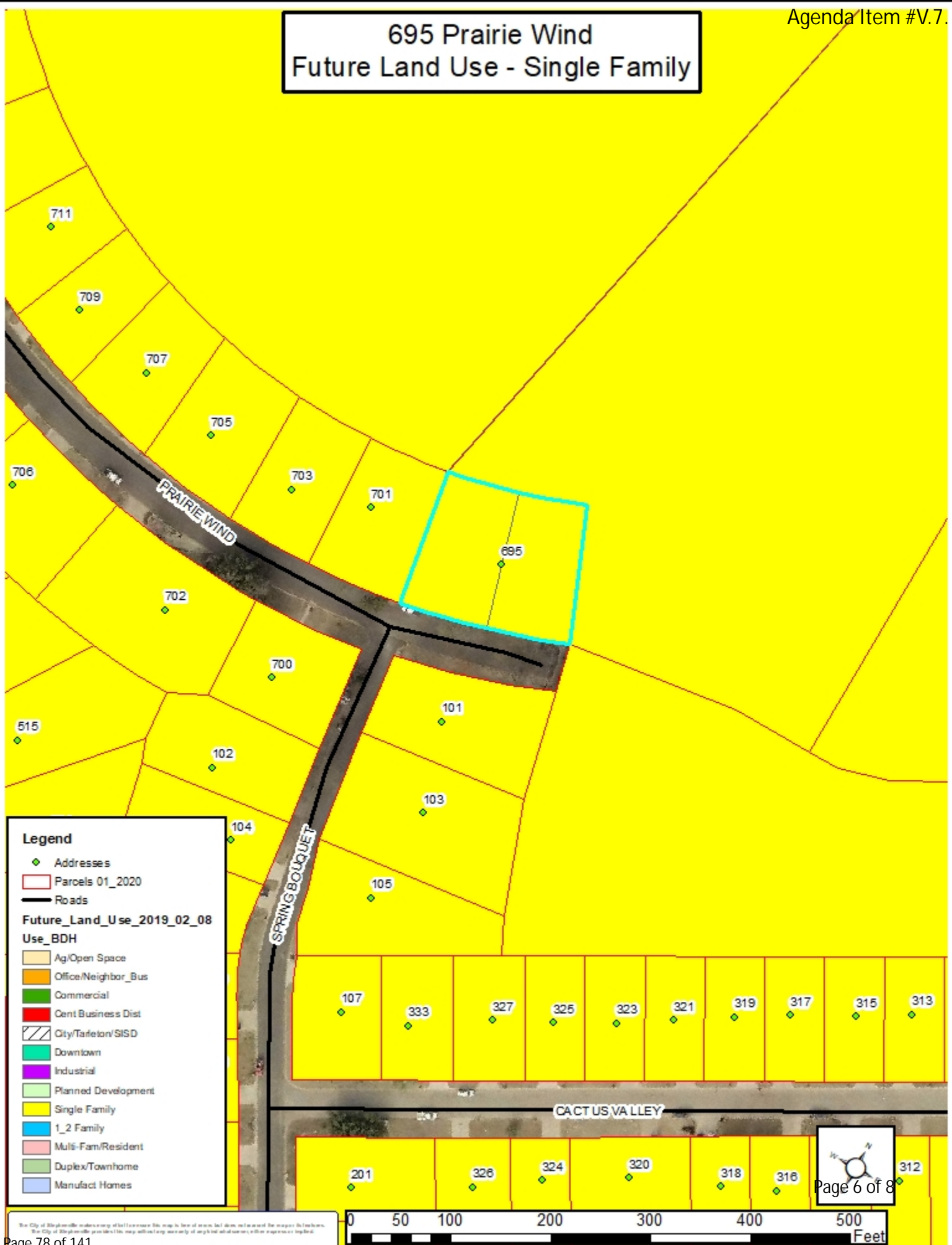
**ZONING**

- AG - Agricultural
- B-1 - Neighborhood Business
- B-2 - Retail and Commercial Business
- B-3 - Central Business
- B-4 - Private Club
- CTS - City, Tareyton, 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-3 - Multiple Family
- RE - Single Family - 1 Acre

The City of Springfield retains the right to remove this map to the extent of any legal claim. The City of Springfield does not warrant the accuracy of any data or information shown on this map. The City of Springfield is not responsible for any errors or omissions on this map. The City of Springfield is not responsible for any errors or omissions on this map.



# 695 Prairie Wind Future Land Use - Single Family



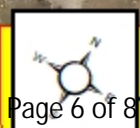
**Legend**

- ◆ Addresses
- ▭ Parcels 01\_2020
- Roads

**Future\_Land\_Use\_2019\_02\_08**

**Use\_BDH**

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



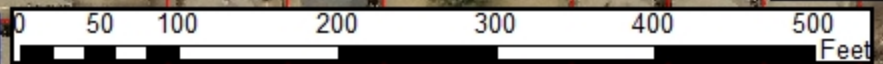
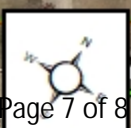


# 695 Prairie Wind Water & Sewer Utilities



**Legend**

- ◆ Addresses
- ▭ Parcels 01\_2020
- Roads
- Manhole
- Sewer\_Lines
- Water\_Lines



### 695 Prairie Wind Addresses

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000040037	0 RIVER NORTH I, II & II	OVERLOOK DEVELOPMENT RIDGEVIEW ESTATES	PO BOX 192	STEPHENVILLE	TX	76401
R000033083	695 PRAIRIE WIND	LEE MARCHELLE	600 ROWLAND ST	STEPHENVILLE	TX	76401-1965
R000033086	703 PRAIRIE WIND	HEAP THOMAS J & KENYA L REVOCABLE LIVING	703 PRAIRIE WIND	STEPHENVILLE	TX	76401
R000033085	701 PRAIRIE WIND	BLAGG DAVID F & D LAREE	701 PRAIRIE WIND	STEPHENVILLE	TX	76401
R000033087	705 PRAIRIE WIND	GILLESPIE JOE W & CATHEY L	705 PRAIRIE WIND	STEPHENVILLE	TX	76401
R000033111	700 PRAIRIE WIND	HARGROVE GEORGIA L	700 PRAIRIE WIND BLVD	STEPHENVILLE	TX	76401-1813
R000033112	102 SPRING BOUQUET	GUAY KIMBERLY A	102 SPRING BOUQUET	STEPHENVILLE	TX	76401
R000033196	101 SPRING BOUQUET	HUCKABY MARY J	101 SPRING BOUQUET	STEPHENVILLE	TX	76401
R000033140	702 PRAIRIE WIND	BURDICK RENDELL	230A W COLLEGE ST	STEPHENVILLE	TX	76401
R000033195		Confidential				
R000063099	0 PRAIRIE WIND (OFF)	IP KAM W DR & REYNOLDS RAY	P O BOX 192	STEPHENVILLE	TX	76401-0000
R000022658	0 PRAIRIE WIND (OFF)	HEAP THOMAS J & KENYA L REVOCABLE LIVING	703 PRAIRIE WIND	STEPHENVILLE	TX	76401



Planning and Development Committee  
**COMMITTEE REPORT**



**MEETING:** City Council Work Session - 18 Feb 2020

**Present:** Brandon Huckabee, Chair, Gerald Cook, Mark McClinton, Ricky Thurman

**Absent:** None

**DEPARTMENT:** Development Services

**STAFF CONTACT:** Steve Killen

### Residential Incentive Program:

Staff was requested to design a conceptual residential incentive program. A draft policy was presented to the Planning and Zoning Committee on February 18, 2020. The Committee recommended certain revisions be incorporated into the policy. The attached document reflects the revisions as directed. A resolution for Council consideration and action to allow mid-year implementation of this pilot program accompanies the policy.

### ATTACHMENTS:

[2020-R-XX Home Improvement Incentive](#)

[Residential Incentive FINAL](#)

**RESOLUTION NO. 2020-R-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, ADOPTING THE CITY OF STEPHENVILLE HOME IMPROVEMENT INCENTIVE PROGRAM**

**WHEREAS**, the City Council of the City of Stephenville wishes to encourage homeowners to make improvements to single-family residential properties; and

**WHEREAS**, the City Council believes that incentivizing home improvements would prevent blight, improve property values, and increase the quality of life resident of Stephenville; and

**WHEREAS**, the City Council wishes to adopt a Home Improvement Incentive Program for the City of Stephenville.

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

**SECTION 1.**

That the City of Stephenville Home Improvement Incentive Program policy, as presented to the City Council on March 3, 2020, is hereby adopted as the policy for the administration of home improvement incentives.

**SECTION 2.**

That it is hereby declared to be the intention of the City Council of the City of Stephenville that the phrases, clauses, sentences, paragraphs, and sections of this Policy are severable, and if any phrase, clause, sentence, paragraph or section of this Policy should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of the Policy, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

**SECTION 3.**

It is hereby officially found and determined that the meeting at which this policy was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**SECTION 4.**

This resolution shall be effective upon passage.

**PASSED AND APPROVED** this the 3<sup>rd</sup> day of March, 2020.

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

ATTEST:

\_\_\_\_\_

Staci L. King, City Secretary

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Reviewed by Allen L. Barnes,  
City Manager

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Randy Thomas, City Attorney  
Approved as to form and legality



**CITY OF STEPHENVILLE  
HOME IMPROVEMENT INCENTIVE PROGRAM**

The following policy applies to the Home Improvement Incentive Program of the Development Services Department.

The purpose of the Home Improvement Incentive Program is to encourage homeowners to make improvements to single-family residential properties. Goals include preventing blight, improving property values, inspiring surrounding homeowners to reinvest, and increasing the quality of life for the citizens of Stephenville neighborhoods.

The minimum improvement value to qualify under the Home Improvement Incentive Program is \$20,000.

Qualifying projects will be incentivized as follows:

1. 5% rebate on qualifying home improvement costs incurred under approved projects. The maximum rebate is \$5,000 per project.
2. A waiver of residential remodel building permit fees.
3. Up to two (2) roll-off containers and charged at a discounted rate.
4. After completion of the project and a city inspection, the city will repair or replace sidewalks in public right-of-ways for participating properties based on the assessed condition of the existing sidewalk.

**GENERAL QUALIFYING REQUIREMENTS**

1. The property must not exceed a total value of \$120,000.
2. The existing structure must be a minimum of 20 years old.
3. The minimum investment to be considered for this program is \$20,000. At least \$10,000 of the project cost must be related to exterior remodeling improvements of single-family detached homes.
4. The project must be completed within 12 months of approval as determined by the final inspection of the project. The owner is responsible for requesting the final inspection.
5. All applications must be received and approved prior to any work being started. Any improvements started before the application has been received and approved will be declared ineligible to receive any benefit from this program.
6. Applicant must be willing to allow for an initial inspection of property by a city inspector before construction begins on the project and provide an itemized list and related costs for all repairs



to be completed through the project. The city reserves the right to prioritize repairs based on the items to be corrected in order to prevent future deterioration or, as necessary, to address life-safety issues. The city reserves the right to deny program participation if life-safety violations exist that will not be brought into compliance as part of the project.

7. Permits must be obtained from the City of Stephenville Development Services Department prior to beginning work on any project eligible for a rebate under this program. Permit fees will be waived for approved projects. All construction must comply with all current city requirements and all permits must be obtained in order to receive the rebate.
8. If approved, the rebate will only be paid to the applicant responsible for the improvements, as stated under Applicant Information, upon FULL completion of the agreed upon project. The rebate shall be paid in a lump sum to the applicant only. Rebates will not be split between parties.
9. At the time of application, the applicant's property must be free of nuisance code violations (such as, but not limited to, high grass, trash, improper storage, etc.). Such requirement does not apply to minimum housing deficiencies (such as, but not limited to, rotting wood, cracking or peeling paint, broken windows, etc.) that will be corrected as a result of the project. Participation in this program does not afford applicants additional time to comply with existing nuisance code violations.
10. The applicant must be in good standing with mortgage holders and current on ad valorem property taxes, utility payments, and judgements. The property must be free and clear of any liens.
11. All applicants are encouraged to select contractors whose businesses are located in Stephenville and registered with the city. Receipts will be required in order to receive the rebate. It is the homeowner's responsibility to do their own due diligence in determining the right contractor for their project.
12. All incentives will be awarded on a first-come, first-served basis and subject to fund availability.
13. City staff will not consider applications that are incomplete and do not comply with program policies. Applications must be submitted to the Development Services Department.

**DOCUMENTATION REQUIREMENTS**

1. A printed copy of the most recent Erath County Appraisal District's appraised value of the property to be improved.
2. A title search indicating ownership.
3. Letters from mortgage holders/loan providers indicating the loan is current and in good standing.
4. Proof that the owner is current on property taxes and there are no liens on the property other than the first mortgage.

5. The outstanding mortgage principal must be less than the property value plus the cost of the project.
6. Proof that the homeowner is current on the homeowner's insurance for the property as evidenced by a receipt or documentation showing the policy has been paid or is current on scheduled payments.
7. Line-item bid estimate(s) provided by a licensed contractor who will perform the improvements.
8. Applicant must be the owner of the property and a U.S. citizen or permanent resident with a social security card and a State-issued identification card or driver's license.

**ADDITIONAL TERMS AND CONDITIONS**

1. Receipt of the application does not commit the city to approve the application for the program or to pay any cost incurred in the preparation of the application. The award of any rebate is at the sole discretion of the City of Stephenville. The program may be suspended or terminated at any time regardless of availability of funds or pending applications on file.
2. No application shall be accepted or rebate awarded that would constitute a conflict of interest. Members of the Stephenville City Council or city employees are ineligible for the receipt of benefits from this rebate program.
3. Applicants will be limited to three incentive agreements per calendar year, although multiple elements may be included in a single agreement. Only one application will be accepted per household.
4. All applications and information contained therein are subject to disclosure pursuant to the Texas Public Information Act.

**QUALIFYING IMPROVEMENTS**

1. Replace existing windows with energy efficient windows
  - a. Must replace minimum of 50% of total windows in home to qualify
  - b. If not replacing all windows, those windows visible from the street must be replaced to qualify.
2. Replace exterior doors, including garage door
3. Replace soffit and/or fascia
  - a. Must replace with fiber-cement material such as Hardiplank
  - b. Must replace a minimum of 50% to qualify
4. Replace entire driveway with concrete to city specifications, if driveway is located at the front of the house.
5. Replace or repair fence to city specifications. Must replace or repair a minimum of 50% of the total linear feet of fencing to qualify.
6. Replace siding using fiber-cement material such as Hardiplank. Must replace a minimum of 50%

of the total siding area to qualify.

7. Add or repair garage, conforming to all City specifications
8. Repaint house
  - a. Color must be consistent with neighborhood
  - b. Entire house surface (main living structure) must be painted to qualify
9. Install or replace front gutters with color matching or complimentary to the paint color of the house.
10. Add or repair front porch, conforming to city specifications
11. Foundation repair
  - a. Foundation repair cannot be the only approved improvement to the property.
  - b. Owner must secure a foundation assessment and repair report, at the owner's expense, from a structural engineer certified in the State of Texas that is dated no longer than 90 days from the date of the application for this program.
  - c. To be considered for eligibility, the foundation repair component of the application must conform entirely to the assessment and repair document prepared by a structural engineer.
12. Removal of accessory buildings
  - a. Removal of accessory buildings (detached garage, storage shed, etc.) cannot be the only approved improvement to the property.
  - b. Only removal will be considered for eligibility under this program. Repair or renovation is not eligible.
  - c. Removal must include both demolition and hauling of demolished materials to a landfill, following the rules and policies of the destination landfill.
13. Re-shingle roof with 30-year shingles. Must replace a minimum of 50% of the total roof area to comply.
14. Other improvements that result in aesthetic improvements and/or the repair/correction of housing deficiencies may also be approved by city staff.

Regular City Council Meeting  
**COMMITTEE REPORT**



**MEETING:** Regular City Council Meeting - 03 Mar 2020

**Present:**

**Absent:**

**DEPARTMENT:** Parks and Leisure Services

**STAFF CONTACT:** Jen Basham

### Aquatic Slide Refurbishment:

In January of 2020 an RFP soliciting proposals for the refurbishment of the slides and splash features at Splashville was placed. Two bids were received in response to the solicitation. Slide Experts was selected for the project.

Slide Experts has 25 years of experience in maintaining aquatic features, with 60 projects completed in 2019. The scope of the project includes sanding, painting and resealing 3 slides and 8 splash features. In order for the slides to maintain compliance with their annual inspection the refurbishment will need to be completed prior to the 2020 pool season.

The refurbishment is scheduled to be completed, pending contract approval, by the end of March 2020.

The contract award amount is \$39,988.

At February 18, 2020 Parks and Leisure Services Committee, the committee recommended approval of the contract to full council.

### Facility Steering Committee Update:

Staff provided an update on the public engagement strategy and schedule for the facility steering committee. As of 2/28/2020 572 surveys have been completed. The first Town Hall is scheduled for March 5, 2020, 6:00 pm, at the Rec Hall.

### ATTACHMENTS:

[Slide Experts Contract](#)



511 Nob Hill Trail | Franktown, CO 80116

### **Aquatic Slide Refurbishment**

City of Stephenville  
298 W Washington St  
Stephenville, TX 76401

February 27, 2020

To Whom it May Concern,

Thank you for the opportunity to present our restoration proposal. The Slide Experts look forward to working the City of Stephenville on your current and future restoration needs and to demonstrate our excellent services. With extensive experience and high-quality standards, The Slide Experts have become the leader in the Waterpark Restoration Industry. We look forward to providing you with a valuable service that benefits both you and your guests.

### **Objective**

The Slide Experts objective is to gel coat interior and paint exterior of (3) Open Body Water Slides, Prep and Paint (8) Steel Water Features at Splashville Water Park. Below you will find pictures, scope of work, pricing and for this proposed project.

### **Pictures**



**Scope of Work**

- Power wash with cleaning detergent and paint EXTERIOR of (3) Open Body Water Slides and (8) Steel Water Features.
  - Where needed, scrape loose flaking paint, sand and smooth edges if necessary. Where rust is present on the steel unit grind off using grinding wheels. Take to raw steel and add necessary primer before topcoat.
  - Industrial Marine coating to be used with gloss retention and chemical resistance.
  - Bolts along flanges to be covered with new paint coating.
- 
- Sand, repair, gel coat, and caulk INTERIOR of (3) Open Body Water Slides.
  - Sand entire gel coated surface to a 1 mil profile. The key here is experience; new gel coat can easily be damaged if the surface is not sanded properly. Chemical contaminants and old gel coat must be removed prior to new coating being applied.
  - Repair minor cracks, chips and damage along the ride path only of the water slide. Major repairs will require an additional quote.
  - Grind open tight seams to allow for caulking. Remove existing caulking so new gel coating adheres to fiberglass only and not loose flakes of old caulking.
  - Apply 20 + mils of gel coat to interior riding surfaces on your water slides. It takes experience to get the right mixture of gel coat, additive, catalyst and air. The Slide Experts knows this process to ensure a quality finish that will last for years.
  - Caulk all seams on with Sikaflex 1A. Caulking will be white unless another color is requested. Colors are limited.
- 
- The Slide Experts will help train park employees to better maintain their water slides and other water features.
  - The Slide Experts and our trained technicians will be on site to execute your project from start to finish. The Slide Experts is the leader in our industry for water slide restoration. The Slide Experts extensive 25 years of experience sets us apart from the competition with real experience on coatings and paint.
  - Includes all labor, supervision, rental equipment and materials.
- 
- One (1) year warranty against chipping or flaking on interior and exterior coatings, including materials and labor. If proper prep work is completed on your water slides there will be no failures in the first year or years to follow. If a failure is to occur it will happen immediately, due to improper prep work. No warranty on caulking.

**Schedule** 7 - 10 working days to complete Restoration Project. Schedule must be flexible due to weather. Work to begin mid to late March 2020, and will be completed by early to mid April 2020.

**Total Cost for Restoration Project** **\$39,998.00**

**Payment Terms**

- **50% Deposit – Approval of Project Scope.**
- **50% Final Payment – Completion of Final Inspection and Acceptance by the City.**



Matthew Gardiner | VP

February 27, 2020

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **TERMS AND CONDITIONS**

1. **VALIDITY OF OFFER:** Buyer shall indicate acceptance of this Agreement by returning a copy of this Agreement signed by a duly authorized representative of Buyer. If Buyer has not yet indicated acceptance of this Agreement, The Slide Experts offer to perform under the Agreement shall terminate on the earlier of (I) The Slide Experts notification (whether verbal or written) to Buyer that such offer has been terminated, (II) thirty (30) days after the contract date listed on page 1 of this Agreement, or (III) thirty (30) days after Buyer's receipt of this Agreement.
2. **SCHEDULE OF DELIVERY:** The Slide Experts will use best efforts to provide the Deliverables in accordance with the schedule but does not guarantee such schedule. Time is not of the essence in this Agreement and The Slide Experts is not liable for any lost profits or consequential damages suffered by Buyer or any third party for any reason. If there is a change in the scope of work or if The Slide Experts falls behind schedule due to the actions of Buyer or any third party, the parties will adjust the schedule to afford The Slide Experts a reasonable opportunity to perform the outstanding work. The Buyer may request adjustments or additions to this project. Upon receipt of the written request for adjustment or additions, The Slide Experts will provide the Buyer with an adjusted proposal. The Slide Experts requires both parties to sign the change order and to update the contract to reflect the change request. No work will occur until the change order is approved in writing by the buyer.
3. **PROJECT REQUIREMENTS:** The Slide Experts assumes responsibility for all statutes, codes, and or regulations that pertain to the Scope of Work and will perform the work in compliance with all such requirements. The Slide Experts will, if required obtain any and all permits pertaining to the Scope of Work. It is The Slide Experts intention to complete the project on schedule and within budget. Client will have someone in a management position be available for the final walk through and be authorized to sign and approve the final walk through sheet. Unless otherwise specifically noted in the Scope of Work, The Slide Experts is expecting the following services and amenities to be freely available:
- 1) Restroom facilities.
  - 2) Water with at least 40 lbs. of pressure within 50 feet of project.
  - 3) 110 electric service within 50 feet of project.
  - 4) Clear and reasonable access to the project area.
  - 5.) Pools to be drained and/or generally clean upon arrival of our crew.
  - 6.) It is expected that our crews shall work from 8 am to 8 pm seven (7) days a week as we deem necessary and we expect reasonable cooperation in making the facility available to them at no extra cost to us (e.g. weekend and / or early am work).
  - 7) Provide parking for our vehicles at no charge to The Slide Experts.
4. **TAXES AND/OR DUTIES:** Any tax, tariff or duty imposed by law on articles sold or rented or any services rendered by The Slide Experts shall be the responsibility of Buyer and in addition to the sales price hereof.
5. **PAYMENT TERMS:** Buyer agrees to pay The Slide Experts the fees in accordance with the terms set forth in this Agreement. The Slide Experts standard terms are 50% of total payment due upon signing of contract and 50% final payment due upon final walk through approved by client. Past due balances will be billed a service charge of 2% per month (or if 2% is illegal under applicable law, the maximum permitted rate) beginning the day after payment is due. Buyer agrees to pay all associated court costs, collection charges and expenses that are incurred by The Slide Experts in collection efforts, including, without limitation, all attorney's fees and expenses, and all costs of repossession and resale. Amounts owed under this Agreement may not be set off or offset by other obligations of the parties for any reason. If Buyer cancels or defaults on the Agreement without proper reason, Buyer will pay to The Slide Experts the greater of (I) any and all deposits paid to The Slide Experts to be paid by forfeiture of such amounts, and (II) all direct and indirect costs incurred by The Slide Experts in performing under this Agreement, plus a 20% handling fee. If Buyer does not fulfill with complete payment within ten (10) calendar days of approval and signing final walk through, the warranty covered in this contract may be voided by the seller, The Slide Experts. At this time, the Buyer can purchase a warranty for an amount determined by the Seller, The Slide Experts.
6. **WARRANTY:** The Slide Experts warrants all of its work will be free from defects in material and workmanship under normal use and service with proper maintenance for a period of 12 months from the date of service or installation. Full payment of project has to be made to start the one-year warranty. Warranty will not cover use of lifejackets or safety vests. These are not intended to ride the surface of a gel coated water slide and will cause immediate damage to new surface. If riders are to be found using these items while riding the water slide, warranty will be null and void. If The Slide Experts work is found to be defective within this time period, The Slide Experts will provide the labor and materials to repair the defects. Certain products and material warranties are provided by others and will be subject to their respective terms. The Slide Experts are not required to provide any warranty work if final payment is not received within ten (10) calendar days of approval and signing final walk through. **THE EXPRESS WARRANTIES CONTAINED IN THIS PARAGRAPH ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE SLIDE EXPERTS SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT ARE NOT CONTAINED IN THIS AGREEMENT. THE SLIDE EXPERTS SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THESE SERVICES OR THEIR USE BY BUYER. THESE WARRANTIES SHALL NOT APPLY TO PRODUCTS THAT HAVE BEEN USED IN A MANNER OUTSIDE OF THE GUIDELINES SUGGESTED BY THE SLIDE EXPERTS OR THAT HAVE BEEN SUBJECT TO ANY MISUSE OR ABUSE, MISAPPLICATION, REPAIR OR TAMPERING IN ANY WAY AS TO AFFECT PERFORMANCE.**
7. **INCORPORATION OF SAFETY INFORMATION:** Buyer acknowledges receipt of any and all written safety and operational information from original equipment manufacturer related to the safe use of the equipment including, without limitation, information related to installation, location, maintenance, use, safety surfacing and warning signs verbiage. The Slide Experts will provide Buyer with any and all such safety and operational information regarding the products and services (Deliverables) listed in the Scope of Work. Buyer further acknowledges that it has reviewed all such safety information and hereby indemnifies releases and discharges The Slide Experts from and against any and all liabilities, costs or expenses of injuries or damages to any third party as a result of any use of the equipment and Deliverables that is not in accordance with such safety information.
8. **LIMITATION OF LIABILITY:** Except for the indemnification obligations, neither party is liable to the other for consequential, incidental, direct, indirect or special damages, including commercial loss and lost profits, however caused, in excess of the fees paid under this Agreement.

9. **OWNERSHIP OF INTELLECTUAL PROPERTY:** *The Slide Experts will be the sole owner or obtain any and all permissions of use from such owner, of all intellectual property rights embodied in or related to the scope of work. The Slide Experts will also own or obtain any and all permissions of use for any derivative works, improvements, alterations or modifications conceived by The Slide Experts or any of its employees, consultants or agents. If the scope of work requires The Slide Experts to incorporate a trademark or other intellectual property owned by Buyer or a third party, The Slide Experts will provide a written statement from the Buyer or third party of such intellectual property consenting to its use in the scope of work. Upon the executing of this document, Buyer transfers any and all rights regarding any and all photographic or artistic representations produced by The Slide Experts of the project before, during or after completion of the project for their exclusive use in The Slide Experts sales and marketing efforts or in any other activity The Slide Experts deems appropriate.*

10. **MUTUAL INDEMNIFICATION:** *Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim that, taking the claimant's allegations to be true, would result in a breach by the indemnifying party of any of its warranties and covenants.*

11. **CONFIDENTIALITY:** *"Confidential Information" means any and all business, technical or third party information (including without limitation specifications, drawings, sketches, models, samples or documentation) marked as confidential or proprietary (or which a party knows or has reason to know is proprietary) and provided, disclosed, or made available under this Agreement. The parties shall restrict access to the Confidential Information to employees or agents who have a "need to know." The parties, employees, or agents shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information, which is in the public domain, is previously known to the receiving party without obligation of confidentiality and is independently developed by the receiving party from a third party that does not have an obligation to keep the information confidential.*

12. **NOTICES:** *Notices required under this Agreement shall be sent to the addresses of the parties stated on page 1 of the Sales Agreement. Notices will be deemed given (a) when delivered, if sent by registered or certified mail (return receipt requested), (b) when delivered, if delivered personally.*

13. **GOVERNING LAW; VENUE:** *The laws of the State of Colorado shall govern the construction and interpretation of this Agreement without giving effect to any choice or conflict of law provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. Buyer hereby consents and submits to the jurisdiction of the state and federal courts located in Colorado for any dispute related to this Agreement. Any lawsuit or litigation initiated by either party and related to this Agreement shall occur in the appropriate state or federal court located in Parker, Colorado and Buyer and The Slide Experts agree that suit shall not be brought in any other jurisdiction or location; provided however, nothing contained in this Section shall prohibit The Slide Experts from pursuing lien claims, bond claims, repossession actions or injunctive relief in any appropriate jurisdiction or court.*

14. **FORCE MAJEURE:** *Neither party is responsible to the other for failure to conform to this Agreement arising from causes beyond its reasonable control, including, but not limited to, labor disputes, unforeseeable delays during shipment, acts of terrorism, floods, civil commotion, war, riot, acts of God, fires, and embargoes.*

15. **WAIVER:** *The failure of Either Party to insist upon strict performance of any of the terms of this Agreement or to exercise any rights conferred in this Agreement, shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms or rights at any future occasion.*

16. **ASSIGNMENT:** *The rights and obligations under this Agreement may not be assigned without the prior written consent of the non-assigning Party; provided however, that The Slide Experts may assign its rights and obligations under this Agreement to an affiliate or pursuant to a sale of substantially all of the assets or ownership of The Slide Experts.*

17. **ENTIRE AGREEMENT:** *This Agreement (including the Master Terms and Conditions) is intended to be the final, complete and exclusive expression of the Agreement between the parties. This Sales Agreement supersedes any and all prior written or oral agreements relating to the subject matter hereof. No modification of this Agreement shall be effective except by a written agreement expressly stating the parties' intent to so modify this Agreement and signed by the parties. No modification of any provision of this Agreement shall be considered a waiver, breach, or cancellation of any other provision of this Agreement.*

**APPROVED AND ACCEPTED:**

**Seller: The Slide Experts, Inc.**

**Buyer:**

**Contact: Matthew Gardiner, VP**

**Contact:**

**Signature:**



**Signature:**

**Date: February 27, 2020**

**Date:**

Regular City Council Meeting  
**COMMITTEE REPORT**



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**MEETING:** Regular City Council Meeting - 03 Mar 2020

**Present:** Mark McClinton, Chair, Brandon Huckabee, Nick Robinson

**Absent:** Brady Pendleton

**DEPARTMENT:** Finance

**STAFF CONTACT:** Monica Harris

#### Architectural Services for Potential City Facility:

Staff presented a contract with RBDR, PLLC for \$18,500 to the Finance Committee. The Committee discussed the need for the contract to have renderings of the type of facility for which the citizens will be asked to approve debt in the November election. Pros and cons of selecting the architect for the drawings at this time were discussed.

Motion made by Nick Robinson and seconded by Brandon Huckabee to recommend approval of a contract in the amount \$18,500 with RBDR for architectural services to Council for approval on March 3, 2020. Motion passed unanimously.

#### ATTACHMENTS:

[AIA Document B202-2009](#)

# AIA<sup>®</sup> Document B202<sup>™</sup> – 2009

## Standard Form of Architect's Services: Programming/Planning

**AGREEMENT** made as of the twentieth (20<sup>th</sup>) day of February in the year two thousand twenty (2020)

**BETWEEN** the Architect's client identified as the Owner:

**THE OWNER:**

*(Name, legal status and address)*

City of Stephenville  
298 West Washington  
Stephenville, TX 76401

and the Architect:

**THE ARCHITECT:**

*(Name, legal status and address)*

RBDR, PLLC  
913 Franklin Ave.  
Suite 100  
Waco, TX 76701

for the following **PROJECT:**

*(Name and location or address)*

RBDR Project No.: 20012 – City of Stephenville - New Library/Recreation/Senior Center

Stephenville, TX 76401

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

- 1 INITIAL INFORMATION
- 2 PROGRAMMING SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

**ARTICLE 1 INITIAL INFORMATION**

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

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User Notes:

*(List below information, including conditions or assumptions, that will affect the Architect's performance.)*

As indicated in RBDR's fee proposal letter dated 02/17/2020, RBDR shall provide the following services:

- Analyzing and working with the City of Stephenville to develop a written program of facility needs, including present and future projections. This would include listing desired capacities for various programs, helping determine appropriate square footage allocations, and creating a schematic plan/floor plan.
- Creating a rendered master site plan. This would define and locate general areas of program types on a graphically illustrated site plan. Parking layouts and general site circulation would be included.
- 3-D modeling and rendering of exterior views of the new facility. This would include an architectural vision of the complete building and could potentially include a rendered video fly-around. This work and the rendered site plan may be utilized for the promotion of the project to the community.

**ARTICLE 2 PROGRAMMING SERVICES**

**§ 2.1 Administration of Programming Services**

**§ 2.1.1** The Architect shall manage and administer the Programming Services. The Architect shall consult with the Owner, research applicable programming criteria, attend Project meetings, communicate with members of the Project team and issue progress reports and a final program document. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

**§ 2.1.2** The Architect shall confirm the scope and intent of the anticipated Project in consultation with the Owner.

**§ 2.1.3** The Architect shall prepare, and periodically update, a schedule for Programming Services that identifies milestone dates for decisions required of the Owner, Programming Services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the programming schedule with the Owner's Project schedule, if a Project schedule exists.

**§ 2.1.4** Upon request by the Owner, the Architect shall make a presentation to representatives of the Owner to explain the Programming Services to be utilized in developing the Project.

**§ 2.1.5** The Architect shall submit programming documents to the Owner for evaluation and approval at intervals appropriate to the process. The Architect shall be entitled to rely on approvals received from the Owner to complete the Programming Services and in the further development of the Project.

**§ 2.1.6** Unless otherwise set forth in the Agreement, any service not identified as a Programming Service in this Article 2 shall be an Additional Service.

**§ 2.2 Identification of Programming Participants**

Based on the scale of the Project, the type of facilities, and the level of specialized functions that will be required, the Architect, in conjunction with the Owner, shall identify the persons to participate in the programming process, including the Architect, the Architect's consultants, the Owner, the Owner's consultants, and users of the Project, as well as other stakeholders, if any.

**§ 2.3 Identification and Prioritization of Owner and User Values, Goals and Objectives**

**§ 2.3.1** The Architect shall facilitate a visioning session with the programming participants to identify, discuss, and prioritize values and goals that will impact the Project, including institutional purposes, growth objectives, and cultural, technological, temporal, aesthetic, symbolic, economic, environmental, safety, sustainability, and other relevant criteria.

**§ 2.3.2** The Architect shall prepare and provide to the Owner a written evaluation of the identified Project values and goals, addressing functional efficiency, user comfort, building economics, safety, environmental sustainability, and visual quality.

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User Notes:

§ 2.3.3 After the Architect provides the evaluation, the Architect shall meet with the Owner to confirm and finalize the Owner's and user's priorities, values, and goals that will impact the Project.

§ 2.3.4 Following the determination of the Owner's and user's priorities, values and goals, the Architect, in conjunction with the Owner, shall identify and confirm the Owner's objectives for the Project, including such elements as image, efficiencies, functionality, cost and schedule.

§ 2.3.5 The Architect shall confirm the intended use of the program documents and services with the Owner and the intended results of information gathering.

§ 2.3.6 The Architect shall identify and evaluate the constraints and opportunities that will have an impact on the existing or proposed facility, such as governmental requirements, financial resources, location, access, visibility and building services.

## § 2.4 Information Gathering

§ 2.4.1 The Architect shall compile and review existing Project-related documentation, including the following:

- .1 Available reports on existing facilities, site surveys, construction documents, and other Owner documents, including existing program material, if any
- .2 Relevant government documents such as applicable codes and ordinances
- .3 Applicable non-governmental building and planning standards
- .4 Relevant historical documents and archival materials

§ 2.4.2 The Architect shall prepare for and conduct interviews of Owner-designated individuals by

- .1 identifying key individuals to be interviewed,
- .2 establishing a work plan and schedule for the interviews,
- .3 determining the types of data that could impact the design of the facility, and
- .4 determining how interviewing will relate to other information-gathering techniques, such as observation and surveys.

§ 2.4.3 The Architect shall conduct a walkthrough of the Owner's existing facilities with the appropriate personnel, such as the Owner, property manager, or facility manager, and

- .1 prepare, if appropriate, a space inventory of existing spaces, equipment and furnishings,
- .2 identify traffic and circulation patterns, use levels and general adequacy of spaces to accommodate the users.

§ 2.4.4 The Architect shall identify, in consultation with the Owner, facilities and operations of a similar nature to be visited and observed by designated programming participants for purposes of evaluation and comparison.

§ 2.4.5 In consultation with the Owner, the Architect shall identify the individuals to be surveyed. The Architect shall prepare a work plan and schedule for questionnaires and surveys and shall develop, prepare and distribute questionnaires and surveys and collate the results. The Architect shall prepare survey questions based on a systematic process for gathering specific program information such as furniture and equipment needs and special space criteria.

§ 2.4.6 The Architect shall conduct group sessions with the Owner's Project team for the purpose of reviewing information obtained from literature reviews, interviews, observations and surveys; considering and discussing design and planning issues, including future growth and expansion projections; and endeavoring to achieve consensus as to which values, goals, facts, needs and ideas should influence the design of the facility. The Architect shall determine the group session goals and identify participants for the group sessions.

## § 2.5 Data Analysis

§ 2.5.1 Based on the information gathered, the Architect shall develop performance and design criteria for the proposed facility.

§ 2.5.2 The Architect shall make a preliminary determination of space requirements, space relationships and circulation, including consideration of special requirements, such as ambient environment, safety and security, furnishings, flexibility and site information, where appropriate.

Init.

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§ 2.5.3 The Architect shall identify any major unresolved programming issues and discuss preliminary options for their resolution with the Owner.

§ 2.5.4 Based on discussions with the Owner, the Architect shall make recommendations for solutions to the unresolved programming issues for approval by the Owner prior to preparation of the Architect's initial report.

**§ 2.6 Presentation and Initial Report**

§ 2.6.1 The Architect shall prepare an initial report of its findings and analysis for the Owner and meet with the Owner to agree on the form of presentation appropriate to the needs of the Owner's organization and the Project.

§ 2.6.2 The Architect shall present its initial report to the programming participants or as otherwise directed by the Owner.

**§ 2.7 Development of Final Program of Project Requirements**

§ 2.7.1 The Architect shall recommend Project standards or incorporate Owner standards such as area allowances, space allocation, travel distances, and furniture and equipment requirements.

§ 2.7.2 The Architect shall establish general space quality standards for the Project related to such elements as lighting levels, equipment performance, acoustical requirements, security and aesthetics.

§ 2.7.3 The Architect shall determine specific space requirements for the Project by

- .1 identifying required spaces,
- .2 establishing sizes and relationships,
- .3 establishing space efficiency factors (ratio of net square footage to gross square footage), and
- .4 documenting particular space requirements such as special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.4 The Architect shall prepare a final program document detailing all items identified in Sections 2.7.1 to 2.7.3, incorporating written and graphic materials that may include

- .1 an executive summary,
- .2 documentation of the methodology used to develop the program,
- .3 value and goal statements,
- .4 relevant facts upon which the program was based,
- .5 conclusions derived from data analysis,
- .6 relationship diagrams,
- .7 flow diagrams,
- .8 matrices identifying space allocations and relationships,
- .9 space listings by function and size, and
- .10 space program sheets including standard requirements and special HVAC, plumbing, power, lighting, acoustical, furnishings, equipment, or security needs.

§ 2.7.5 The Architect shall provide a preliminary opinion of the program with respect to the Owner's stated budget objectives.

**ARTICLE 3 ADDITIONAL SERVICES**

§ 3.1 In addition to the Programming Services described above, the Architect shall provide the following Additional Services only if specifically designated below as the Architect's responsibility. The Architect shall perform such Additional Services in accordance with a service description provided in Section 3.2 or attached as an exhibit to this services document.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2, or in an exhibit attached to this services document. If in an exhibit, identify the exhibit.)*

Init.

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or an exhibit attached to this document and identified below)
§ 3.1.1 Multiple Site Evaluation	Not Provided	
§ 3.1.2 Site Suitability	Architect	Refer to 3.2.2
§ 3.1.3 Site Planning	Architect	Refer to 3.2.3
§ 3.1.4 Master Planning	Not Provided	
§ 3.1.5 Preliminary Design	Architect	Refer to 3.2.5
§ 3.1.6 Preliminary Cost Estimating	Architect	Refer to 3.2.6
§ 3.1.7 Scheduling	Architect	Refer to 3.2.7
§ 3.1.8 Market Analysis	Not Provided	
§ 3.1.9 Detailed Existing Facility Evaluation	Not Provided	
§ 3.1.10 Environmental Suitability	Not Provided	
§ 3.1.11 Services in support of the Owner’s other consultants (Geotechnical Engineer, Landscape Architect, Real Estate or Legal Services Providers, Lending Institutions or others)	Architect	Refer to 3.2.11

§ 3.2 Insert a description of each service designated in Section 3.1 the Architect shall provide if not included in an exhibit attached to this document and identified in the table above.

3.2.2 RBDR shall assist Owner in determining suitability of site as a part of Basic Services

3.2.3 RBDR shall provide site planning services as a part of Basic Services

3.2.5 RBDR shall provide preliminary design as indicated in Article 1 Initial Information as a part of Basic Services

3.2.6 RBDR shall provide "Opinion of Probable Cost" as a part of Basic Services

3.2.7 RBDR shall coordinate milestone dates with Owner as a part of Basic Services

3.2.11 RBDR shall coordinate with Owner’s consultants, if any, as a part of Basic Services

§ 3.3 The Architect shall provide Programming Services exceeding the limits set forth below. When the limits below are reached, the Architect shall notify the Owner:

- .1 As needed ( ) meetings to determine Owner and user values and goals
- .2 As needed ( ) interviews for the purpose of gathering data
- .3 As needed ( ) presentations to programming participants and user groups
- .4 As needed ( ) special presentations to Boards of Directors, stakeholder groups or other outside entities
- .5 As needed ( ) facility visits pursuant to Section 2.4.4

**ARTICLE 4 OWNER’S RESPONSIBILITIES**

§ 4.1 Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Owner or the Owner’s consultants.

§ 4.2 The Owner shall provide to the Architect data and information necessary to complete the Programming Services, including preliminary budget objectives and other parameters for the Project, design standards, facility standards, and other design criteria, environmental criteria and sustainability objectives.

§ 4.3 The Owner shall identify a representative authorized to act on the Owner’s behalf to participate in the information gathering process, to facilitate the programming process, and to provide, in a timely manner, decisions made by the Owner.

Init.

§ 4.4 The Owner shall provide to the Architect master plans or record drawings that pertain to a site or existing facility under consideration for development or redevelopment within the scope of this agreement.

§ 4.5 The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the Programming Services. The personnel shall conduct tours and explain the property’s original, current and anticipated future use.

§ 4.6 The Owner shall make the Owner’s personnel available to the Architect, in a timely manner, to provide information about Owner and user goals and to facilitate decision-making in accordance with the Project schedule.

**ARTICLE 5 COMPENSATION**

§ 5.1 For the Architect’s Programming Services described under Article 2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

As indicated in RBDR’s fee proposal letter dated 02/17/2020, RBDR’s fee shall be as follows:

A lump sum fixed fee amount of Eighteen Thousand Five Hundred Dollars and Zero Cents (\$18,500.00).

Phase	Percentage	Amount
Schematic Design	40%	\$7,400.00
Final Design	60%	\$11,100.00
<b>TOTAL</b>	<b>100%</b>	<b>\$18,500.00</b>

§ 5.2 For Additional Services provided under Section 3.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Any additional services added to the scope of this project will be billed at our hourly rates as follows:

Principals .....	\$135.00/HR
Structural Engineer .....	\$125.00/HR
Staff Architect .....	\$90.00/HR
Interior Designer.....	\$85.00/HR
Project Coordinator/Manager .....	\$75.00/HR
Architect-In-Training/CAD Technician .....	\$60.00/HR
Clerical .....	\$40.00/HR

§ 5.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Any additional services added to the scope of this project will be billed at our hourly rates as follows:

Principals .....	\$135.00/HR
Structural Engineer.....	\$125.00/HR
Staff Architect .....	\$90.00/HR
Interior Designer.....	\$85.00/HR
Project Coordinator/Manager .....	\$75.00/HR

Init.

Architect-In-Training/CAD Technician .....\$60.00/HR  
Clerical .....\$40.00/HR

§ 5.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 5.2 or 5.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below:

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect’s Services: Programming, if any, are as follows:

Start Date: this Agreement shall commence as of the day and year first written above (February 20, 2020)  
Termination Date: this Agreement shall terminate one year from the day and year first written above (February 20, 2021).

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Allen L. Barnes, City Manager  
*(Printed name and title)*

\_\_\_\_\_  
Randy Thomas, City Attorney  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

David E. Wright, Partner  
*(Printed name, title, and license number, if required)*

TBAE TX Registration #16621

*The Texas Board of Architectural Examiners, P.O. Box 12337,  
Austin, TX 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, TX  
78701-3945; Phone (512) 205-9000, has jurisdiction over  
individuals licensed under the Architect’s Registration Law, Texas  
Civil Statutes, Article 249a.*

Regular City Council Meeting  
**STAFF REPORT**



**SUBJECT:** Monthly Budget Report for the Period Ending January 31, 2020  
**MEETING:** Regular City Council Meeting - 03 Mar 2020  
**DEPARTMENT:** Finance  
**STAFF CONTACT:** Monica Harris

**BACKGROUND:**

In reviewing the financial statements ending January 31, 2020, the financial indicators are as or a little less than expected.

- **Property Tax**

We received \$3 million in property taxes in the month of January, resulting in a \$349K or 6.11% increase over funds collected through January last fiscal year. The \$6 million collected through January is 94% of budget, which is consistent with the prior year collections.

- **Sales Tax**

We received \$495K in sales tax in January, resulting in \$15K or 0.70% under the target budget through January. We received \$10K or .45% less than the funds received through last January.

- **HOT Funds**

We received \$53K in revenue in the Hotel Occupancy Tax fund through January, as compared to \$44K in revenue through last January. We spent \$74K in Hotel Occupancy Tax funds through January as compared to \$63K last year.

- **Revenue (Budgetary comparison)**

The target budget for operating revenue is \$9.4 million. We received \$13 million in revenue through January, resulting in \$3.6 million over the target budget. This is a result of property taxes, which are billed October 1st and due by January 31st, and insurance proceeds.

- **Expenditures (Budgetary comparison)**

The target budget for operating expenditures is \$6.9 million. We expended \$6.8 million through January, resulting in \$131K under the target budget.

- **Revenue (Prior year comparison)**

Operating revenue received last year was \$11.9 million as compared to the current year's \$13 million, resulting in a \$1.2 million increase due to service charges, insurance proceeds, and property taxes.

- **Expenditures (Prior year comparison)**

Operating expenditures last year were \$6.3 million as compared to the current year's \$6.8 million, resulting in a \$481K increase due to wages and benefits, maintenance, supplies, utilities, outside professionals, and marketing for SEDA.

- **New Programs**

Security cameras for the Municipal Building has been purchased and installed. The Grosebeck storm water drainage project is progressing.

**ATTACHMENTS:**

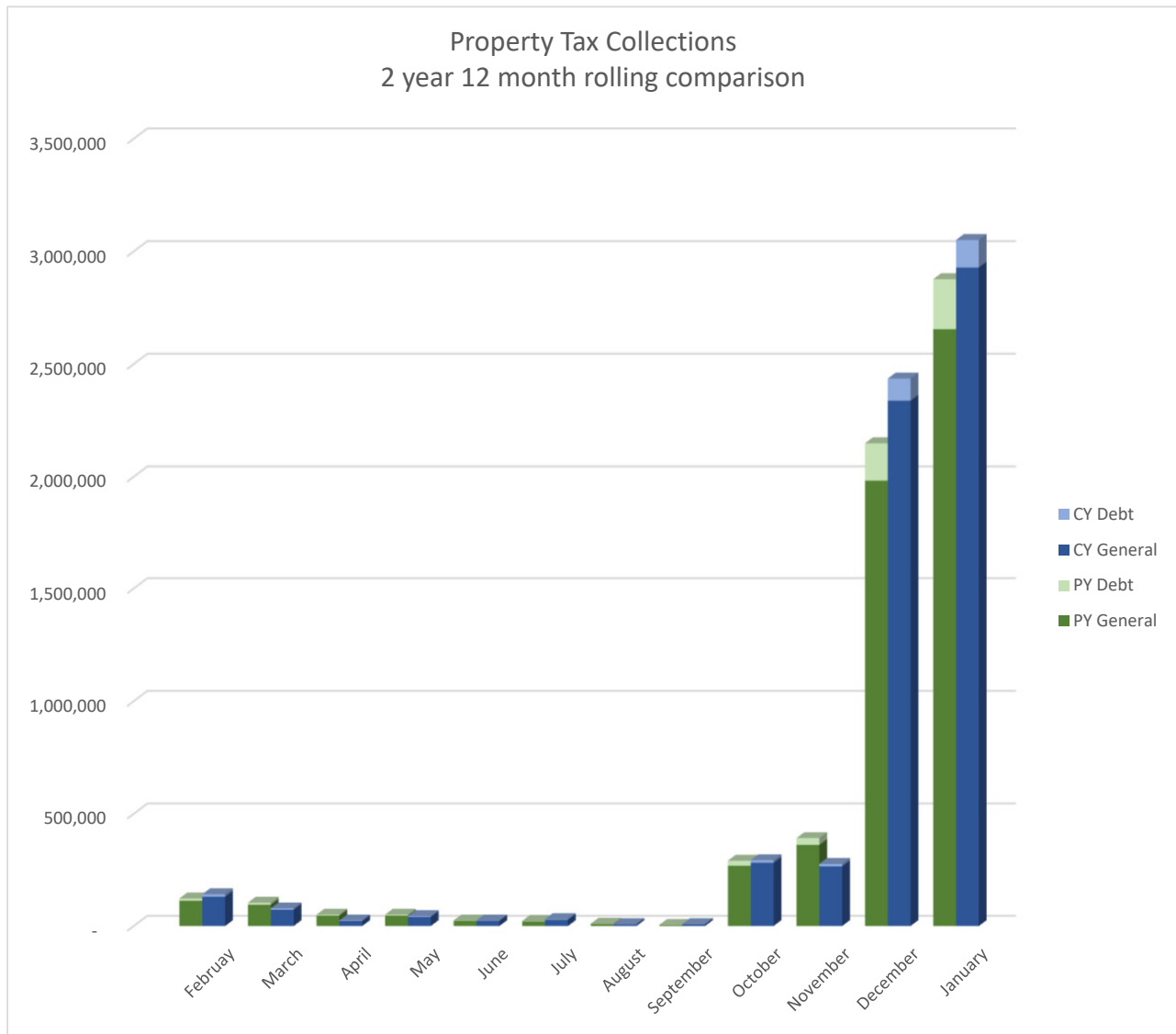
[Property Tax 2 yr chart 01-31-20](#)

[Sales Tax 2 yr chart 01-31-20](#)

[Budget Review 01-31-20](#)

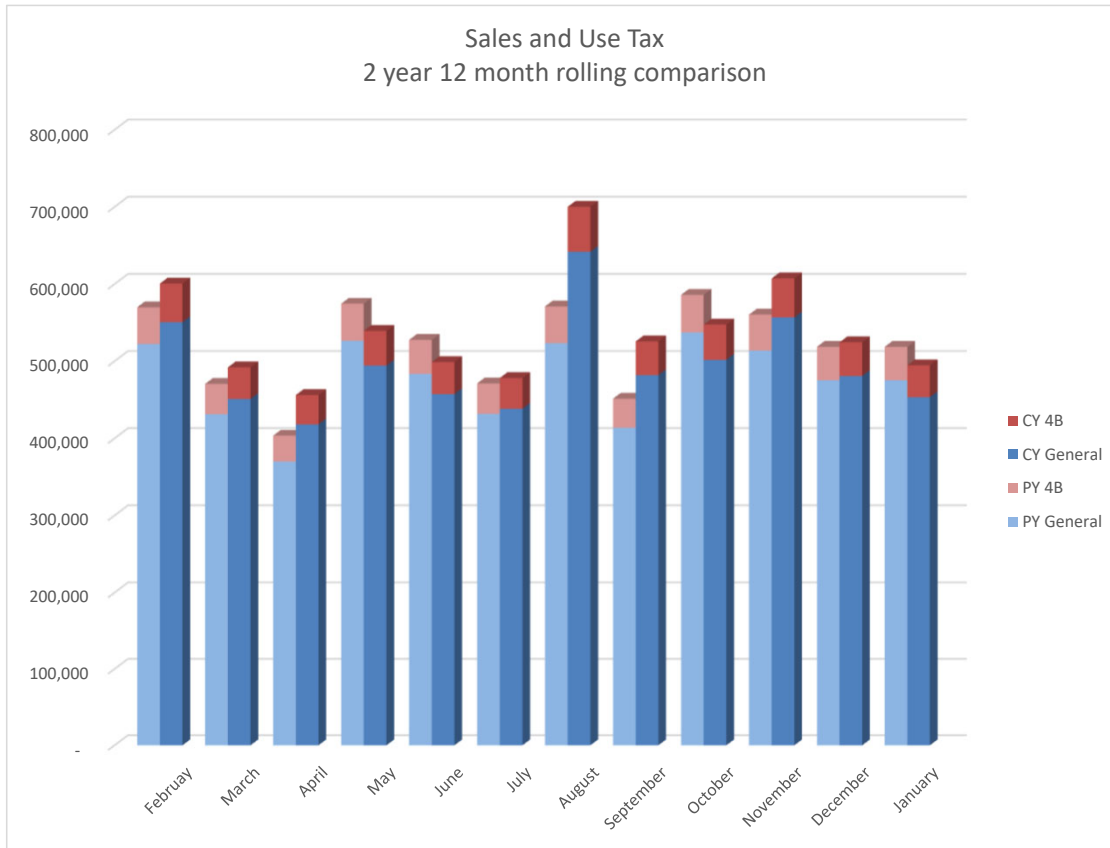


## City of Stephenville



Month	General Fund	Debt Svc	Total	Month	General Fund	Debt Svc	Total
Feb-18	112,531	10,481	123,012	Feb-19	130,747	10,942	141,690
Mar-18	95,300	8,935	104,235	Mar-19	72,696	5,931	78,627
Apr-18	46,517	4,352	50,868	Apr-19	22,735	2,215	24,950
May-18	46,500	4,442	50,942	May-19	40,676	3,571	44,247
Jun-18	22,980	2,181	25,161	Jun-19	23,002	1,994	24,996
Jul-18	20,682	1,967	22,649	Jul-19	28,289	2,374	30,664
Aug-18	9,440	925	10,365	Aug-19	7,613	695	8,308
Sep-18	4,709	463	5,172	Sep-19	7,975	703	8,679
Oct-18	268,841	22,491	291,332	Oct-19	281,652	11,982	293,634
Nov-18	361,433	30,263	391,696	Nov-19	265,777	11,255	277,032
Dec-18	1,983,034	165,658	2,148,692	Dec-19	2,337,593	98,214	2,435,807
Jan-19	2,655,314	221,696	2,877,010	Jan-20	2,928,631	122,287	3,050,918

### City of Stephenville



Month	General	4B	Total	Month	General	4B	Total	% Change +/-
Feb-18	522,509	47,501	570,010	Feb-19	550,600	50,055	600,655	5.38%
Mar-18	431,457	39,223	470,680	Mar-19	451,007	41,001	492,008	4.53%
Apr-18	369,877	33,625	403,502	Apr-19	418,155	38,014	456,169	13.05%
May-18	526,667	47,879	574,546	May-19	494,362	44,942	539,304	-6.13%
Jun-18	483,697	43,973	527,670	Jun-19	457,429	41,584	499,014	-5.43%
Jul-18	432,023	39,275	471,298	Jul-19	438,349	39,850	478,199	1.46%
Aug-18	523,524	47,593	571,117	Aug-19	641,868	58,352	700,220	22.61%
Sep-18	413,856	37,623	451,479	Sep-19	481,902	43,809	525,711	16.44%
Oct-18	537,226	48,839	586,065	Oct-19	501,862	45,624	547,485	-6.58%
Nov-18	513,778	46,707	560,485	Nov-19	556,777	50,616	607,393	8.37%
Dec-18	475,555	43,232	518,787	Dec-18	480,875	43,716	524,591	1.12%
Jan-19	475,476	43,225	518,702	Jan-20	453,492	41,227	494,719	-4.62%

Average percent increase for last 12 months 4.18%

**City of Stephenville  
Budget vs. YTD Actual  
January 31, 2020**

Date Prepared: February 26, 2020

Source of Funds	Approved Budget 2019-20	33% Target Budget	12/31/19 Current YTD Actual	Dollar Variance Positive(Negative)	Percent Variance	Notes
Property Taxes	\$ 6,441,594	\$ 2,147,198	\$ 5,990,507	\$ 3,843,309	178.99%	Billed Oct 1 and due by January 31
Sales Taxes	6,568,730	2,189,577	2,174,188	(15,389)	(0.70%)	Immaterial
Other Taxes	2,208,649	736,216	385,811	(350,405)	(47.60%)	Annual and quarterly payments
Licenses and permits	265,440	88,480	105,050	23,237	26.26%	Food service permits
Fines and forfeitures	180,450	60,150	32,687	(27,463)	(45.66%)	Fluctuating revenue source
Intergovernmental grants	883,176	294,392	55,622	(238,770)	(81.11%)	Reimbursement based revenue/annual pmt
Service charges	11,150,375	3,716,791	3,724,394	7,603	0.20%	
Interest on investments	416,800	138,933	162,351	23,418	16.86%	Fluctuates with cash flows
Other Income	148,668	49,556	416,682	367,126	740.83%	Insurance proceeds
<b>Total Operating Revenue</b>	<u>28,263,882</u>	<u>9,421,293</u>	<u>13,047,291</u>	<u>3,632,665</u>	<u>38.56%</u>	
Intergovernmental grants	3,579,488	1,193,162	26,294	(503,535)	(42.20%)	Annual & reimbursement based revenue
Debt Proceeds	0	0	0	0	0.00%	
<b>Total Revenue</b>	<u>31,843,370</u>	<u>10,614,455</u>	<u>13,073,585</u>	<u>3,129,130</u>	<u>29.48%</u>	
<b>Transfers-In</b>	\$ 2,146,864	\$ 715,621	\$ -	\$ (715,621)	(100.00%)	Transfers will be done annually
<b>Transfers-Out</b>	(2,146,864)	(715,621)	-	\$ (715,621)	(100.00%)	Transfers will be done annually
<b>Expenditures</b>						
General Fund	\$ 14,636,673	\$ 4,878,891	\$ 4,767,715	\$ (111,176)	(2.28%)	
Utility Fund	4,362,818	1,454,273	1,600,966	146,693	10.09%	Annual raw water charge, insurance, maint
Landfill Fund	380,135	126,712	134,405	7,693	6.07%	Annual insurance, fuel, maintenance
Airport Fund	81,334	27,111	24,404	(2,707)	(9.99%)	
Storm Water Drainage Fund	105,000	35,000	24,811	(10,189)	(29.11%)	
Special Revenue Funds	570,868	190,289	83,215	(107,074)	(56.27%)	
Stephenville Economic Dev Authority	571,767	190,589	136,390	(54,199)	(28.44%)	
<b>Total Operating Expenditures</b>	<u>20,708,595</u>	<u>6,902,865</u>	<u>6,771,906</u>	<u>(130,959)</u>	<u>(1.90%)</u>	
Capital	25,002,908	8,334,303	2,023,910	(6,310,393)	(75.72%)	
Debt Service	2,699,499	899,833	256,713	(643,120)	(71.47%)	
<b>Total Expenditures</b>	<u>48,411,002</u>	<u>16,137,001</u>	<u>9,052,529</u>	<u>(7,084,472)</u>	<u>(43.90%)</u>	

**City of Stephenville**  
**Prior YTD Actual vs Current YTD Actual**  
**January 31, 2020**

Date Prepared: February 26, 2020

Source of Funds	Prior YTD Actual	Current YTD Actual	Variance Positive (Negative)	% Variance Positive (Negative)	Notes
Property Taxes	\$ 5,655,427	\$ 5,990,507	\$ 335,081	5.92%	
Sales Taxes	2,184,038	2,174,188	(9,851)	(0.45%)	Immaterial
Other Taxes	338,673	385,811	47,137	13.92%	Mixed drinks tax, franchise taxes
Licenses and permits	91,222	105,050	13,828	15.16%	Building permits
Fines and forfeitures	42,588	32,687	(9,900)	(23.25%)	Citation & collection dependent
Intergovernmental grants	62,902	55,622	(7,280)	(11.57%)	PY-Body armor grant
Service charges	3,151,164	3,724,394	573,230	18.19%	Fire TIFMAS, Cemetery lot sales, Rec fees, Street cuts, Water & Sewer fees, Landfill fees
Interest on investments	238,371	162,351	(76,020)	(31.89%)	Rates have declined
Other Income	103,320	416,682	313,362	303.29%	Insurance Proceeds
<b>Total Operating Revenue</b>	<u>11,867,704</u>	<u>13,047,291</u>	<u>1,179,587</u>	<u>9.94%</u>	
Intergovernmental grants	0	26,294	26,294	0.00%	
Debt Proceeds	0	0	0	0.00%	
<b>Total Revenue</b>	<u>11,867,704</u>	<u>13,073,585</u>	<u>1,205,880</u>	<u>10.16%</u>	
<b>Transfers-In</b>	\$ -	\$ -	0	0.00%	
<b>Transfers-Out</b>	\$ -	\$ -	0	0.00%	
<b>Expenditures</b>					
General Fund	\$ 4,426,944	\$ 4,767,715	\$ 340,772	7.70%	Wages & benefits, supplies, maintenance, utilities
Utility Fund	1,515,529	1,600,966	85,437	5.64%	Utilities, state fees, maintenance, outside professional
Landfill Fund	126,354	134,405	8,051	6.37%	Wages & benefits, fuel, maintenance
Airport Fund	19,668	24,404	4,735	24.08%	Maintenance
Storm Water Drainage Fund	10,323	24,811	14,488	140.35%	Outside professional
Special Revenue Funds	84,773	83,215	(1,558)	(1.84%)	
Stephenville Economic Dev Authority	107,310	136,390	29,080	27.10%	Marketing, Community dev. projects
<b>Total Operating Expenditures</b>	<u>6,290,900</u>	<u>6,771,906</u>	<u>481,006</u>	<u>7.65%</u>	
Capital	928,252	2,023,910	1,095,527	118.02%	Capital purchases differ from year to year
Debt Service	281,601	256,713	(24,888)	(8.84%)	Debt differs from year to year
<b>Total Expenditures</b>	<u>7,500,752</u>	<u>9,052,529</u>	<u>1,551,646</u>	<u>20.69%</u>	

City of Stephenville  
Summary of Revenues  
January 31, 2020

Date Prepared: February 26, 2020

Source of Funds	Approved Budget 2019-20	33% Target Budget	12/31/19 Current YTD Actual	Dollar Variance Positive/(Negative)	Percent Variance	Notes
<b>General Funds</b>						
Taxes						
Property Taxes	6,180,994	2,060,331	5,745,775	3,685,444	178.88%	Billed Oct 1 and due by January 31
Sales Tax	6,008,963	2,002,988	1,993,005	(9,983)	(0.50%)	Immaterial
Mixed Drinks Tax	72,000	24,000	36,183	12,183	50.76%	Fluctuating revenue source
Franchise Taxes	1,581,649	527,216	296,907	(230,309)	(43.68%)	Annual and quarterly payments
Licenses and permits	245,440	81,813	105,050	23,237	28.40%	Food service permits
Fines and forfeitures	170,200	56,733	31,675	(25,058)	(44.17%)	Fluctuating revenue source
Intergovernmental	848,176	282,725	55,622	(227,103)	(80.33%)	Reimbursement based revenue/annual pmt
Service charges	1,130,854	376,951	304,423	(72,528)	(19.24%)	Seasonal recreation revenue
Interest on investments	172,800	57,600	25,957	(31,643)	(54.94%)	Fluctuates with cash flows
Other Income	67,354	22,451	396,417	373,966	1665.70%	Insurance proceeds
Total Operating Revenue	16,478,430	5,492,808	8,991,015	3,498,207	63.69%	
Debt Proceeds	0	0	0	0	0.00%	
Total General Fund	16,478,430	5,492,808	8,991,015	3,498,207	63.69%	
<b>Utility Fund</b>						
Water sales	5,079,000	1,693,000	1,605,895	(87,105)	(5.15%)	Seasonal
Wastewater charges	3,072,000	1,024,000	1,097,377	73,377	7.17%	
Service and delinquent charges	292,975	97,658	142,425	44,767	45.84%	Street cuts
Interest on investments	208,000	69,333	118,081	48,748	70.31%	Fluctuates with cash flows
Other Income	68,414	22,805	16,630	(6,175)	(27.08%)	Annual lease payments & misc. income
Total Operating Revenue	8,720,389	2,906,796	2,980,409	73,613	2.53%	
Intergovernmental	0	0	26,294	26,294	100.00%	
Debt Proceeds	0	0	0	0	0.00%	
Total Utility Fund	8,720,389	2,906,796	3,006,703	99,907	3.44%	
<b>Landfill Fund</b>						
Gate fees	800,000	266,667	316,837	50,170	18.81%	Increased intake and rates
Interest on investments	5,000	1,667	3,590	1,923	115.36%	Fluctuates with cash flows
Other Income	8,350	2,783	3,049	266	9.55%	Scrap metal income
Total Operating Revenue	813,350	271,117	323,476	52,359	19.31%	
Debt Proceeds	0	0	0	0	0.00%	
Total Landfill Fund	813,350	271,117	323,476	52,359	19.31%	
<b>Airport Fund</b>						
Hangar rental	105,316	35,105	35,460	355	1.01%	
Service and delinquent charges	1,440	480	800	320	66.67%	Annual lease payments
Intergovernmental Grants	35,000	11,667	0	(11,667)	(100.00%)	Annual reimbursement based receipt
Gasoline Sales	3,000	1,000	983	(17)	(1.72%)	Immaterial
Other Income	0	0	0	0	0.00%	
Total Operating Revenue	144,756	48,252	37,243	(11,009)	(22.82%)	
Intergovernmental Grants	1,589,488	529,829	0	(529,829)	(100.00%)	Project driven revenue
Debt Proceeds	0	0	0	0	0.00%	
Total Airport Fund	1,734,244	578,081	37,243	(540,838)	(93.56%)	
<b>Storm Water Drainage Fund</b>						
Storm water drainage fee	646,247	215,416	216,026	610	0.28%	
Interest on investments	10,000	3,333	5,790	2,457	73.71%	Fluctuates with cash flows
Intergovernmental	1,990,000	663,333	0	0	0.00%	New grant - project driven
Licenses and permits	20,000	6,667	0	0	0.00%	Project driven revenue
Total Stormwater Fund	2,666,247	888,749	221,816	3,067	0.35%	
<b>Special Revenue Funds</b>						
Hotel/Motel Tax	555,000	185,000	52,720	(132,280)	(71.50%)	Late payors & several pmnts received 2/3.
Child Safety	5,000	1,667	708	(959)	(57.55%)	Fluctuating revenue/citation dependent
Municipal Court Technology	5,250	1,750	304	(1,446)	(82.62%)	Fluctuating revenue/citation dependent
Public Safety	4,550	1,517	586	(931)	(61.36%)	Annual receipts & forfeitures
	569,800	189,934	54,318	(135,616)	(71.40%)	
<b>Other Funds</b>						
<b>Capital Projects Fund</b>						
Service charges	19,543	6,514	4,167	(2,347)	(36.03%)	Project driven revenue
Interest	8,000	2,667	3,365	698	26.16%	Fluctuates with cash flows
<b>Debt Service Fund</b>						
Property Taxes	260,600	86,867	244,732	157,865	181.73%	Billed Oct 1 and due by January 31
Interest	1,000	333	963	630	189.13%	Fluctuates with cash flows
<b>Stephenville Economic Dev Authority</b>						
Sales Tax 4B	559,767	186,589	181,182	(5,407)	(2.90%)	Immaterial
Interest	12,000	4,000	4,605	605	15.12%	Fluctuates with cash flows
Total Other Funds	860,910	286,970	439,014	152,044	52.98%	
<b>Total Funds</b>	<b>31,843,370</b>	<b>10,614,455</b>	<b>13,073,585</b>	<b>3,129,130</b>	<b>29.48%</b>	

Summary of Transfers

<b>Transfers In</b>						
General Fund	1,034,955	344,985	0	(344,985)	(100.00%)	Transfers will be done annually
Utility Fund	40,337	13,446	0	(13,446)	(100.00%)	Transfers will be done annually
Airport Fund	0	0	0	0	0.00%	Transfers will be done annually
Capital Projects Fund	1,071,572	357,191	0	(357,191)	(100.00%)	Transfers will be done annually
Total Transfers In	2,146,864	715,621	0	(715,621)	(100.00%)	
<b>Transfers Out</b>						
General Fund	(1,071,572)	(357,191)	0	(357,191)	(100.00%)	Transfers will be done annually
Utility Fund	(889,555)	(296,518)	0	(296,518)	(100.00%)	Transfers will be done annually
Landfill Fund	(35,136)	(11,712)	0	(11,712)	(100.00%)	Transfers will be done annually
Storm Water Drainage Fund	(150,601)	(50,200)	0	(50,200)	(100.00%)	Transfers will be done annually
Total Transfers Out	(2,146,864)	(715,621)	0	(715,621)	(100.00%)	

City of Stephenville  
 Summary of Expenditures  
 January 31, 2020

Date Prepared: February 26, 2020

Source of Funds	Approved Budget 2019-20	33% Target Budget	12/31/19 Current YTD Actual	Dollar Variance Positive/(Negative)	Percent Variance	Notes
<b>General Government:</b>						
City council	134,619	44,873	44,698.42	(175)	(0.39%)	
City administrator	455,856	151,952	102,903	(49,049)	(32.28%)	
City secretary	131,043	43,681	59,802	16,121	36.91%	Annual software maint & records mgmt
Emergency management	24,122	8,041	11,013	2,972	36.96%	Annual software subscription
Municipal building	102,429	34,143	40,429	6,286	18.41%	Annual elevator maintenance
Municipal Service Center	96,276	32,092	41,924	9,832	30.64%	Fuel inventory not yet allocated
Human resources	220,552	73,517	55,356	(18,161)	(24.70%)	
Information Technology	310,728	103,576	91,542	(12,034)	(11.62%)	
Total General Government	1,475,625	491,875	447,668	(44,207)	(8.99%)	
<b>Finance and Administration:</b>						
Financial administration and accounting	505,234	168,411	164,518	(3,893)	(2.31%)	
Tax	168,026	56,009	85,001	28,992	51.76%	Quarterly payments in advance
Total Finance and Administration	673,260	224,420	249,520	25,100	11.18%	
<b>Legal:</b>						
Legal counsel	126,630	42,210	29,973	(12,237)	(28.99%)	
Municipal court	146,816	48,939	34,472	(14,467)	(29.56%)	
Total Legal	273,446	91,149	64,445	(26,704)	(29.30%)	
<b>Parks &amp; Leisure Services:</b>						
Parks & Recreation	1,616,681	538,894	467,709	(71,185)	(13.21%)	
Library	251,966	83,989	73,527	(10,462)	(12.46%)	
Senior citizens center	148,582	49,527	46,612	(2,915)	(5.88%)	
Aquatic Center	290,182	96,727	22,880	(73,847)	(76.35%)	
Total Community Services	2,307,411	769,137	610,728	(158,409)	(20.60%)	
<b>Public Works:</b>						
Street maintenance	926,016	308,672	308,065	(607)	(0.20%)	Right of way maintenance, annual insur.
<b>Fire Department:</b>						
Total Fire Department	3,157,321	1,052,440	1,073,836.18	21,396	2.03%	Annual insurance
<b>Police Department:</b>						
Total Police Department	5,312,158	1,770,719	1,870,511	99,792	5.64%	Annual insurance & software maint.
<b>Development Services</b>						
Total Development Services	511,436	170,479	142,943	(27,536)	(16.15%)	
Total Operating General Fund	14,636,673	4,878,891	4,767,715	(111,176)	(2.28%)	
<b>Debt Service</b>						
Fire department	231,825	77,275	231,825	154,550	200.00%	Annual payments
Police department	122,131	40,710	24,888	(15,822)	(38.87%)	Annual payments
Total Debt Service	353,956	117,985	256,713	138,728	117.58%	
<b>Capital</b>						
Municipal building	10,000	3,333	7,265	3,932	117.98%	Computer, Council Audio Visual
Human Resources	15,000	5,000	14,999	9,999	199.98%	Performance Measures Software
Municipal court	0	0	11,744	11,744	100.00%	Software (carryover)
Parks & Recreation	776,323	258,774	67,742	(191,032)	(73.82%)	Collins Park
Street maintenance	26,000	8,667	13,500	4,833	55.76%	Loader Rake
Fire department	0	0	12,399	12,399	100.00%	Fire Truck Equipment (carryover)
Police department	67,730	22,577	91,411	68,834	304.89%	Cameras, Vehicle equipment (carryover)
Total Capital	895,053	298,351	219,060	(79,291)	(26.58%)	
Total General Fund	15,885,682	5,295,227	5,243,488	(51,739)	(0.98%)	
<b>Utility Fund</b>						
Utilities administration	377,925	125,975	121,124	(4,851)	(3.85%)	
Water production	843,656	281,219	427,422	146,203	51.99%	Annual raw water charge & insur, maint.
Water distribution	659,716	219,905	191,889	(28,016)	(12.74%)	
Water customer service	243,752	81,251	110,314	29,063	35.77%	Annual insur, meter maint-reimbursable
Wastewater collection	487,645	162,548	168,588	6,040	3.72%	Annual insur, training, contract services
Wastewater treatment	1,043,686	347,895	331,924	(15,971)	(4.59%)	
Billing and collections	285,464	95,155	104,339	9,184	9.65%	Annual software maintenance
Non-Departmental	420,974	140,325	145,366	5,041	3.59%	Seasonal - based on water revenue
Total Operating Utility Fund	4,362,818	1,454,273	1,600,966	146,693	10.09%	
<b>Capital</b>						
Utilities administration	768,717	256,239	197,127	(59,112)	(23.07%)	CDBG Project
Water production	40,000	13,333	0	(13,333)	(100.00%)	
Water distribution	800,000	266,667	0	(266,667)	(100.00%)	
Wastewater collection	16,984,060	5,661,353	1,345,987	(4,315,366)	(76.22%)	Line replacement, Eastside Sewer
Wastewater treatment	152,000	50,667	209,652	158,985	313.78%	TP2 Aerator Replacement (carryover)
Total Capital	18,744,777	6,248,259	1,752,766	(4,495,493)	(71.95%)	
<b>Debt Service</b>						
Total Utility Fund	1,584,455	528,152	0	(528,152)	(100.00%)	Semi-annual payments
Total Utility Fund	24,692,050	8,230,684	3,353,732	(4,876,952)	(59.25%)	
<b>Landfill Fund</b>						
Operations	380,135	126,712	134,405	7,693	6.07%	Annual insurance, fuel, maintenance
Capital	450,000	150,000	6,410	(143,590)	(95.73%)	
Total Landfill Fund	830,135	276,712	140,815	(135,897)	(49.11%)	
<b>Airport Fund</b>						
Operations	81,334	27,111	24,404	(2,707)	(9.99%)	
Capital	1,804,707	601,569	557	(601,012)	(99.91%)	
Total Airport Fund	1,886,041	628,680	24,961	(603,719)	(96.03%)	
<b>Storm Water Drainage Fund</b>						
Operations	105,000	35,000	24,811	(10,189)	(29.11%)	
Capital	1,999,869	666,623	10,947	(655,676)	(98.36%)	
Debt Service	500,238	166,746	0	(166,746)	(100.00%)	Semi-annual payments
Total Storm Water Drainage Fund	2,605,107	868,369	35,758	(832,611)	(95.88%)	



City of Stephenville  
 Summary of Expenditures  
 January 31, 2020

Date Prepared: February 26, 2020

Source of Funds	Approved Budget 2019-20	33% Target Budget	12/31/19 Current YTD Actual	Dollar Variance Positive/(Negative)	Percent Variance	Notes
<b>Special Revenue Fund</b>						
Hotel/Motel Operations	555,000	185,000	74,394	(110,606)	(59.79%)	
ChildSafety	0	0	0	0	0.00%	
Court Technology	0	0	8,294	8,294	100.00%	Annual maintenance
Public Safety	15,868	5,289	527	(4,762)	(90.04%)	
Total Special Revenue Fund	<u>570,868</u>	<u>190,289</u>	<u>83,215</u>	<u>(107,074)</u>	<u>(56.27%)</u>	
<b>Debt Service Fund</b>						
Total Debt Service Fund	<u>260,850</u>	<u>86,950</u>	<u>0</u>	<u>(86,950)</u>	<u>(100.00%)</u>	Semi-annual payments
<b>Capital Projects Fund</b>						
Streets	1,108,502	369,501	34,171	(335,330)	(90.75%)	
BRT Phase II	0	0	0	0	0.00%	
Total Capital Project Fund	<u>1,108,502</u>	<u>369,501</u>	<u>34,171</u>	<u>(335,330)</u>	<u>(90.75%)</u>	
<b>Stephenville Economic Dev Authority</b>	<u>571,767</u>	<u>190,589</u>	<u>136,390</u>	<u>(54,199)</u>	<u>(28.44%)</u>	
<b>Total Expenditures</b>	<u>48,411,002</u>	<u>16,137,001</u>	<u>9,052,529</u>	<u>(7,084,472)</u>	<u>(43.90%)</u>	

**City of Stephenville  
Summary of Revenues  
January 31, 2020**

Date Prepared: February 26, 2020

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Positive/(Negative)	Percent Variance	Notes
<b>General Funds</b>					
Taxes					
Property Taxes	5,214,849	5,745,775	530,926	10.18%	
Sales Tax	2,002,035	1,993,005	(9,030)	(0.45%)	Immaterial
Mixed Drinks Tax	18,193	36,183	17,990	98.89%	
Franchise Taxes	276,701	296,907	20,206	7.30%	Water franchise tax
Licenses and permits	91,222	105,050	13,828	15.16%	Building permits
Fines and forfeitures	42,424	31,675	(10,749)	(25.34%)	Citation & collection dependent
Intergovernmental	62,902	55,622	(7,280)	(11.57%)	PY-Body armor grant
Service charges	268,456	304,423	35,966	13.40%	Fire TIFMAS, Cemetery Lot Sales, Rec
Interest on investments	48,766	25,957	(22,808)	(46.77%)	Rates have declined
Other Income	62,243	396,417	334,174	536.89%	Insurance Proceeds
Total Operating Revenue	8,087,791	8,991,015	903,224	11.17%	
Debt Proceeds	0	0	0	0.00%	
Total General Fund	8,087,791	8,991,015	903,224	11.17%	
<b>Utility Fund</b>					
Water sales	1,317,119	1,605,895	288,776	21.92%	Increased consumption and rates
Wastewater charges	1,012,214	1,097,377	85,163	8.41%	Increased rates
Service and delinquent charges	90,272	142,425	52,154	57.77%	Street cuts
Interest on investments	167,506	118,081	(49,424)	(29.51%)	Lower TWDB escrow acct balance
Other Income	37,089.53	16,630	(20,459)	(55.16%)	PY-Jacobs(CH2MHill) refunds
Total Operating Revenue	2,624,199	2,980,409	356,210	13.57%	
Intergovernmental	0	26,294	26,294	100.00%	CDBG grant
Total Utility Fund	2,624,199	3,006,703	382,503	14.58%	
<b>Landfill Fund</b>					
Gate fees	210,213	316,837	106,624	50.72%	Increased tonnage intake
Interest on investments	2,547	3,590	1,043	40.97%	Fluctuates with cash flows
Other Income	3,641	3,049	(592)	(16.27%)	lower scrap metal sales
Total Operating Revenue	216,401	323,476	107,075	49.48%	
Debt Proceeds	0	0	0	0.00%	
Total Landfill Fund	216,401	323,476	107,075	49.48%	
<b>Airport Fund</b>					
Hangar rental	35,215	35,460	245	0.70%	
Service and delinquent charges	800	800	0	0.00%	
Intergovernmental Grants	0	0	0	0.00%	
Gasoline Sales	866	983	116	13.44%	
Other Income	0	0	0	0.00%	
Total Operating Revenue	36,881	37,243	361	0.98%	
Intergovernmental Grants	0	0	0	0.00%	
Total Airport Fund	36,881	37,243	361	0.98%	
<b>Storm Water Drainage Fund</b>					
Storm water drainage fee	215,297	216,026	729	0.34%	
Interest on investments	9,321	5,790	(3,531)	(37.88%)	Rates have declined
Intergovernmental	0	0	0	0.00%	
Licenses and permits	0	0	0	0.00%	
Total Stormwater Fund	224,618	221,816	(2,802)	(1.25%)	
<b>Special Revenue Funds</b>					
Hotel/Motel Tax	43,779	52,720	8,941	20.42%	
Child Safety	72	708	636	889.57%	PY - revenue not recognized until March
Municipal Court Technology	92	304	212	231.15%	PY - revenue not recognized until March
Public Safety	346	586	240	69.27%	Interest fluctuates with cash flows
Total Special Revenue Funds	44,289	54,318	10,029	22.64%	
<b>Other Funds</b>					
<b>Capital Projects Fund</b>					
Service charges	711	4,167	3,456	485.87%	Project driven revenue
Interest	3,363	3,365	2	0.06%	
<b>Debt Service Fund</b>					
Property Taxes	440,577	244,732	(195,845)	(44.45%)	Debt tax rate decreased
Interest	1,605	963	(642)	(40.00%)	Interest fluctuates with cash flows
<b>Stephenville Economic Dev Authority</b>					
Sales Tax 4B	182,003	181,182	(821)	(0.45%)	Immaterial
Interest	5,266	4,605	(661)	(12.55%)	Rates have declined
Total Other Funds	633,525	439,014	(194,511)	(30.70%)	
<b>Total Funds</b>	<b>11,867,704</b>	<b>13,073,585</b>	<b>1,205,880</b>	<b>10.16%</b>	

**Summary of Transfers**

Transfers In					
General Fund	0	0	0	0.00%	
Utility Fund	0	0	0	0.00%	
Airport Fund	0	0	0	0.00%	
Hotel/Motel Tax	0	0	0	0.00%	
Capital Projects Fund	0	0	0	0.00%	
Total Transfers In	0	0	0	0.00%	
<b>Transfers Out</b>					
General Fund	0	0	0	0.00%	
Utility Fund	0	0	0	0.00%	
Landfill Fund	0	0	0	0.00%	
Storm Water Drainage Fund	0	0	0	0.00%	
Total Transfers Out	0	0	0	0.00%	

**City of Stephenville  
Summary of Expenditures  
January 31, 2020**

Date Prepared: February 26, 2020

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Positive(Negative)	Percent Variance	Notes
<b>General Government:</b>					
City council	58,238	44,698	(13,539)	(23.25%)	
City administrator	79,192	102,903	23,712	29.94%	Wages & benefits, training
City secretary	36,259	59,802	23,543	64.93%	Annual software maint
Emergency management	10,887	11,013	126	1.15%	Immaterial
Municipal building	40,797	40,429	(368)	(0.90%)	
Municipal Service Center	42,956	41,924	(1,032)	(2.40%)	
Human resources	94,327	55,356	(38,971)	(41.31%)	
Information Technology	90,300	91,542	1,243	1.38%	Wages, training
Total General Government	452,956	447,668	(5,287)	(1.17%)	
<b>Finance and Administration:</b>					
Financial administration and accounting	164,025	164,518	493	0.30%	Immaterial
Tax	81,125	85,001	3,876	4.78%	Increased fee
Total Finance and Administration	245,150	249,520	4,370	1.78%	
<b>Legal:</b>					
Legal counsel	27,507	29,973	2,465	8.96%	Professional services
Municipal court	53,234	34,472	(18,762)	(35.24%)	
Total Legal	80,741	64,445	(16,297)	(20.18%)	
<b>Parks &amp; Leisure Services:</b>					
Parks & Recreation	432,232	467,709	35,477	8.21%	Wages/benefits, supplies, maintenance
Library	77,112	73,527	(3,585)	(4.65%)	
Senior citizens center	44,781	46,612	1,832	4.09%	Wages & benefits, maintenance
Aquatic Center	19,592	22,880	3,288	16.78%	Utilities, maintenance
Total Community Services	573,717	610,728	37,011	6.45%	
<b>Public Works:</b>					
Street maintenance	264,275	308,065	43,790	16.57%	Wages/benefits, right of way maintenance
<b>Fire Department:</b>					
Total Fire Department	969,472	1,073,836	104,364	10.77%	Wages & benefits, damage claims
<b>Police Department:</b>					
Total Police Department	1,663,360	1,870,511	207,150	12.45%	Wages & benefits, damage claims, maint.
<b>Development Services</b>					
Total Development Services	177,272	142,943	(34,329)	(19.37%)	
Total Operating General Fund	4,426,944	4,767,715	340,772	7.70%	
<b>Debt Service</b>					
Fire department	231,825	231,825	0	0.00%	
Police department	49,775	24,888	(24,888)	(50.00%)	
Debt Service	281,601	256,713	(24,888)	(8.84%)	
<b>Capital</b>					
Municipal building	14,687	7,265	(7,422)	(50.53%)	Computer, Council Audio Visual
Human Resources	0	14,999	14,999	100.00%	Performance Measures Software
Information Technology	13,580	0	(13,580)	(100.00%)	
Municipal court	0	11,744	11,744	100.00%	Software (carryover)
Parks & Recreation	12,170	67,742	55,572	456.63%	Collins Park
Street maintenance	15,402	13,500	(1,902)	(12.35%)	Loader Rake
Fire department	0	12,399	12,399	100.00%	Fire Truck Equipment (carryover)
Police department	7,957	91,411	83,454	1048.75%	Cameras, Vehicle equipment (carryover)
Capital	63,796	219,060	155,264	243.38%	
Total General Fund	4,772,340	5,243,488	471,148	9.87%	
<b>Utility Fund</b>					
Utilities administration	126,147	121,124	(5,024)	(3.98%)	
Water production	388,018	427,422	39,404	10.16%	Utilities, state fees, maintenance
Water distribution	140,160	191,889	51,730	36.91%	Outside professional, maintenance
Water customer service	125,744	110,314	(15,430)	(12.27%)	
Wastewater collection	160,742	168,588	7,846	4.88%	Wages & benefits, maintenance
Wastewater treatment	365,114	331,924	(33,191)	(9.09%)	
Billing and collections	104,190	104,339	148	0.14%	Immaterial
Non-Departmental	105,413	145,366	39,953	37.90%	Fluctuates with water sales
Total Operating Utility Fund	1,515,529	1,600,966	85,437	5.64%	
<b>Capital</b>					
Utilities administration	0	197,127	197,127	100.00%	CDBG Project
Water production	56,315	0	(56,315)	(100.00%)	
Water distribution	509,202	0	(509,202)	(100.00%)	
Wastewater collection	276,270	1,345,987	1,069,717	387.20%	Line replacement, Eastside Sewer
Wastewater treatment	6,500	209,652	203,152	3125.42%	TP2 Aerator Replacement (carryover)
Capital	848,286	1,752,766	904,479	106.62%	
<b>Debt Service</b>					
	0	0	0	0.00%	
Total Utility Fund	2,363,816	3,353,732	989,916	41.88%	

**City of Stephenville  
Summary of Expenditures  
January 31, 2020**

Date Prepared: February 26, 2020

Source of Funds	Prior YTD Actual	Current YTD Actual	Dollar Variance Positive/(Negative)	Percent Variance	Notes
<b>Landfill Fund</b>					
Operations	126,354	134,405	8,051	6.37%	Wages/benefits, fuel, maintenance
Capital	16,170	6,410	(9,760)	(60.36%)	Cell 5 & 6
Debt Service	0	0	0	0.00%	
Total Landfill Fund	142,524	140,815	(1,709)	(1.20%)	
<b>Airport Fund</b>					
Operations	19,668	24,404	4,735	24.08%	Maintenance
Capital	0	557	557	100.00%	Land acquisition
Debt Service	0	0	0	0.00%	
Total Airport Fund	19,668	24,961	5,292	26.91%	
<b>Storm Water Drainage Fund</b>					
Operations	10,323	24,811	14,488	140.35%	Outside professional
Capital	131	10,947	10,816	8256.83%	Spring Bouquet engineering
Debt Service	0	0	0	0.00%	
Total Storm Water Drainage Fund	10,454	35,758	25,305	242.06%	
<b>Special Revenue Fund</b>					
Hotel/Motel Operations	63,472	74,394	10,922	17.21%	Grants
ChildSafety	11,970	0	(11,970)	(100.00%)	
Court Technology	9,331	8,294	(1,036)	(11.11%)	
Public Safety	0	527	527	100.00%	Supplies
Total Special Revenue Fund	84,773	83,215	(1,558)	(1.84%)	
<b>Debt Service Fund</b>					
Total Debt Service Fund	0	0	0	0.00%	
<b>Capital Projects Fund</b>					
Streets	0	34,171	34,171	100.00%	S. Lockhart Rd.
BRT Phase II	0	0	0	0.00%	
Total Capital Project Fund	0	34,171	34,171	100.00%	
<b>Stephenville Economic Dev Authority</b>					
	107,310	136,390	29,080	27.10%	Marketing, Community dev. projects
<b>Total Expenditures</b>	7,500,883	9,052,529	1,551,646	20.69%	

Capital Requests						
Fund	Department	Description	Council Approved FY 19-20	YTD Expenditure	Anticipated Completion Date	Notes
<b>General Fund</b>						
01-105-55200.00000	Municipal Building	Security Cameras	10,000	1,573		
01-107-55160.00000	Human Resources	Performance Management Software	15,000	14,999	10/1/2019	Purchased
01-402-55140.00000	Street Maintenance	Grapple for bucket on unit 224 loader	26,000	13,500		
01-501-55250.00000	Parks & Leisure Admin	Carryover Downtown Revitalization Grant	290,678	25,147		
01-501-55141.00000	Park Maintenance	61" Deck Canopy requested - 60" Toro mower approved	13,300	-		PO #11057 issued 10/25/19 for \$13,644.54.
01-501-55270.03250	Park Maintenance	Collin Street Trailhead Inclusion Playground	72,000	7,695		
01-701-55140.00000	Police	L-3 Camera Replacement (16)	67,000	67,729	12/18/2019	Purchased
<b>Total General Fund</b>			<b>493,978</b>	<b>130,643</b>		
<b>Water-Sewer Fund</b>						
02-000-55276.20170	Utilities Administration	CDBG Grant Dodge/Lennox/Fairfax	493,717	169,927		
02-000-55276.20180	Utilities Administration	CDBG Grant match	275,000	-		
02-001-55140.00000	Water Production	Airport Pump Station VFD	40,000	-		
02-002-55278.00000	Water Distribution	Graham Ave. 40% of \$2MM (\$140K funded by \$.20 rate increase)	800,000	-		
02-011-55276.00000	Wastewater Collection	Graham Ave. 60% of \$2MM (\$110K funded by \$1.50 base rate increase)	1,200,000	-		
02-011-55270.20180	Wastewater Collection	Eastside Sewer	15,784,060	1,247,842		
02-012-55140.00000	Wastewater Treatment	Clorine treatment system rehab	33,000	-		
02-012-55140.00000	Wastewater Treatment	Anaerobic basin mixers rehab	68,000	-		
02-012-55140.00000	Wastewater Treatment	Effluent reuse service water pump rehab	30,000	-		
02-012-55140.00000	Wastewater Treatment	Alum system rehab	21,000	-		
<b>Total Water-Sewer Fund</b>			<b>18,744,777</b>	<b>1,417,769</b>		
<b>Landfill Fund</b>						
03-030-55266.00000	Landfill	Construct Cell 5 & 6, including \$25K for professional testing & certification	450,000	6,410		
<b>Total Landfill Fund</b>			<b>450,000</b>	<b>6,410</b>		

Capital Requests						
Fund	Department	Description	Council Approved FY 19-20	YTD Expenditure	Anticipated Completion Date	Notes
<b>Airport Fund</b>						
04-040-55230.20120	Airport	Airport Expansion Grant 1202STVLE	156,879	-		
04-040-55230.20170	Airport	Airport Expansion Grant 1702STVLE	65,947	-		
04-040-55230.20171	Airport	Airport Expansion Grant 1702STEVE	31,881	-		
04-040-55230.20190	Airport	Airport Expansion Grant 1902STEVE	1,500,000	-		
04-040-55210-00000	Airport	Reskin blue T hangers	50,000	-		
<b>Total Airport Fund</b>			<b>1,804,707</b>	<b>-</b>		
<b>Storm Water Drainage Fund</b>						
05-050-55231.20180	Storm Water Drainage	GLO CDBG Storm Water Drainage Grant	1,999,869	27,200		
<b>Total Storm Water Drainage Fund</b>			<b>1,999,869</b>	<b>27,200</b>		
<b>Capital Projects Fund</b>						
10-402-55250.00000	Streets	Annual Street Improvements	1,071,572	31,987		PO #11059 issued 10/25/19 for \$48,879 for S. Lockhart engineering
10-5505-532	Streets	Sidewalk Improvements	36,930	2,184		
<b>Total Capital Projects Fund</b>			<b>1,108,502</b>	<b>34,171</b>		
<b>Total All Funds</b>			<b>24,601,833</b>	<b>1,616,192</b>		





**City of Stephenville City Council  
and Erath County Commissioners Court  
Joint Work Session**

Tuesday, January 28, 2020 at 11:00 AM

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The City Council of the City of Stephenville, Texas, convened on Tuesday, January 28, 2020, at 11:00 AM, at 1907 East Washington Street, for the purpose of a City Council and Erath County Commissioners Court Joint Work Session, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:** Mayor Doug Svien  
 Council Member Mark McClinton  
 Council Member Carla Trussell  
 Council Member Nick Robinson  
 Council Member Ricky Thurman  
 Council Member Alan Nix  
 Council Member Gerald Cook  
 Council Member Brandon Huckabee

**COUNCIL ABSENT:** Mayor Pro Tem Brady Pendleton

**OTHERS ATTENDING:** Allen L. Barnes, City Manager  
 Staci L. King, City Secretary

**COMMISSIONERS COURT:** Alfonso Campos, County Judge  
 Commissioner Dee Stephens  
 Commissioner Albert Ray  
 Commissioner Joe Brown  
 Commissioner Jim Buck

- I. Call to Order**  
 Mayor Svien called the meeting to order at 11:06 a.m.
- II. Discuss City and County Economic Development Opportunities and Partnerships**  
 The Stephenville City Council and Erath County Commissioners Court discussed ways that the city and county could partner together to increase and create additional opportunities for economic development.
- III. Discuss City and County Cooperation and Partnerships**  
 The Stephenville City Council and Erath County Commissioners Court discussed ways that the city and county could work together to mutually benefit the City of Stephenville and Erath County, as well as its residents.
- IV. Adjourn**  
 The meeting was adjourned at 1:06 p.m.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary



**City of Stephenville - Regular City Council Meeting**

Tuesday, February 4, 2020 at 5:30 PM

The City Council of the City of Stephenville, Texas, convened on Tuesday, February 4, 2020, at 5:30 PM, in the Council Chambers at City Hall, 298 West Washington Street, for the purpose of a Regular Business Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

- COUNCIL PRESENT:**
- Mayor Doug Svien
  - Council Member Mark McClinton
  - Council Member Carla Trussell
  - Council Member Nick Robinson
  - Mayor Pro Tem Brady Pendleton
  - Council Member Ricky Thurman
  - Council Member Alan Nix
  - Council Member Gerald Cook
  - Council Member Brandon Huckabee

**COUNCIL ABSENT:**

- OTHERS ATTENDING:**
- Allen L. Barnes, City Manager
  - Staci L. King, City Secretary
  - Randy Thomas, City Attorney

- I. Call to Order**  
Mayor Svien called the meeting to order at 5:30 p.m.
- II. Pledges of Allegiance**  
Council member Brandon Huckabee led the pledges of allegiance.
- III. Invocation by Ed Dittfurth, Cornerstone Assembly**
- IV. Oath of Office for Police Chief Dan M. Harris, Jr.**  
Staci L. King, City Secretary, administered the Oath of Office to Dan M. Harris, Jr.
- V. Regular Agenda**
  - 1. Citizens' General Discussion**  
No one came forward to address the council.
  - 2. Consider Approval of Ordinance No. 2020-O-04 Ordering a Special Election on a Sports Venue Tax**  
MOTION by Brandon Huckabee, second by Mark McClinton, to approve Ordinance No. 2020-O-04 ordering a special election.  
MOTION CARRIED by unanimous vote.

**VI. Tax Increment Reinvestment Zone No. 1**

**1. PUBLIC HEARING**

**The City Council of the City of Stephenville is considering the advisability of the expansion of Tax Reinvestment Zone No. 1, City of Stephenville, Texas for Tax Increment Financing Purposes Pursuant to Chapter 311, Texas Tax Code**

Mayor Svien opened the public hearing. Natalie Moore, David Pettit Economic Development, LLC, briefed the council on the expansion of TIRZ No. 1. No one came forward to speak in favor of or opposition to the expansion. Mayor Svien closed the public hearing.

**2. Consider Approval of Ordinance No. 2020-O-05 Amending the Boundaries of TIRZ No. 1**

MOTION by Mark McClinton, second by Carla Trussell, to approve Ordinance No. 2020-O-05 amending the boundaries of TIRZ No. 1.

MOTION CARRIED by unanimous vote.

**3. Recess to Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting**

Mayor Svien recessed the meeting at 5:50 p.m.

**4. Reconvene into Regular City Council Meeting**

The Regular City Council Meeting Reconvened at 5:51 p.m.

**5. Consider Approval of Ordinance No. 2020-O-06 Amending the Project and Financing Plan for TIRZ No. 1**

MOTION by Mark McClinton, second by Ricky Thurman, to approve Ordinance No. 2020-O-06 amending the project and financing plan for TIRZ No. 1.

MOTION CARRIED by unanimous vote.

**VII. Racial Profiling Report**

**1 Presentation of the Stephenville Police Department and Stephenville Fire Department 2019 Racial Profiling Report**

Assistant City Manager Jason King presented the council with the Stephenville Police Department 2019 Racial Profiling Report.

Table 1. (Motor Vehicle Contacts Including Tickets, Citations and Warnings). (1/1/19-12/31/19).

Race/Ethnicity	All Motor Vehicle Contacts		Tickets or Citations*		Verbal Warnings		Written Warnings	
	N	%	N	%	N	%	N	%
White	2,231	74	327	65	0	0	1,904	76
Black	197	7	38	8	0	0	159	6
Hispanic or Latino	555	18	133	26	0	0	422	17
Asian or Pacific Islander	22	.7	2	.4	0	0	20	.8
Alaska Native or American	13	.4	3	.6	0	0	10	.4
Middle Eastern **	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>3,018</b>	<b>100</b>	<b>503</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>2,515</b>	<b>100</b>

\*Includes stops for alleged violation of a law or ordinance, tickets/citations, and verbal and written warnings  
 "N" represents "number" of all motor vehicle-related contacts  
 \*\*Race/Ethnicity is defined by HB 3051.  
 \*\*Not Required Racial/Ethnic Components

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison (Stephenville)

Comparison of motor vehicle-related contacts with households that have vehicle access (in percentages). (1-1-2019 to 12-31-2019).

Race/Ethnicity*	Contacts (in percentages)	Households With Vehicle Access (in percentages)
White	74	86
Black	7	3
Hispanic or Latino	18	10
Asian or Pacific Islander	.7	N/A
Alaska Native or American Indian	.4	N/A
Middle Eastern	0	N/A
Other**	0	N/A
<b>TOTAL</b>	<b>100</b>	<b>99</b>

"N" represents "number" of all motor vehicle contacts  
 \*\* Race/Ethnicity is defined by HB 3051  
 \*\* Not Required Racial/Ethnic Components

**Table 3. Motor Vehicle Searches and Arrests**  
(1-1-2019 to 12-31-2019),

Race/Ethnicity	Searches		Consensual Searches		Custody Arrests	
	N	%	N	%	N	%
White	79	62	32	82	17	63
Black	25	20	2	5	4	15
Hispanic or Latino	24	18	5	13	6	22
Asian or Pacific Islander	0	0	0	0	0	0
Alaska Native or American	0	0	0	0	0	0
Middle Eastern **	0	0	0	0	0	0
Other**	0	0	0	0	0	0
<b>TOTAL</b>	<b>128</b>	<b>100</b>	<b>39</b>	<b>100</b>	<b>27</b>	<b>100</b>

"N" represents "number" of all motor vehicle contacts

\*\* Race/Ethnicity is defined by HB 3051

\*\* Not Required Racial/Ethnic Components

**Table 4. Total Number of Instances where Officers Knew/Did not Know Race/Ethnicity of Individuals Before Being Detained (1-1-2019 to 12-31-2019)**

<b>Total Number of Instances Officers <u>KNEW</u> Race and Ethnicity of Individuals Before Being Detained</b>	<b>Total Number of Instances Officers <u>DID NOT KNOW</u> Race and Ethnicity of Individuals Before Being Detained</b>
115	2,903



**Table 5. Instances where Peace Officers Used Physical Force that Resulted in Bodily Injury**  
(1-1-2019 to 12-31-2019).

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Location of Stop	Reason for Stop
NONE	NONE	NONE

Mr. King also stated that the Fire Department is also required to file a report stating that they are exempt because they do not initiate traffic stops.

MOTION by Carla Trussell, second by Mark McClinton, to accept the 2019 Racial Profiling Reports as presented.

MOTION CARRIED by unanimous vote.

**VIII. REQUEST FOR VOLUNTARY ANNEXATION**

**1. PUBLIC HEARING**

**The City of Stephenville, Texas proposes to institute annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit: 3.340 Acres of the Williams Survey A0804.**

Mayor Svien opened the public hearing. No one came forward to speak in favor of or opposition to the annexation. Mayor Svien closed the public hearing.

**2. Consider Approval of Ordinance No. 2020-O-07 Annexing 3.340 Acres of the Williams Survey A0804**

MOTION by Brandon Huckabee, second by Gerald Cook, to approve Ordinance No. 2020-O-07 annexing 3.340 acres of the Williams Survey A0804.

MOTION CARRIED by unanimous vote.

**IX. Planning and Zoning Commission**

Karen Wilkerson, Interim Director of Development Services

**1. PUBLIC HEARING**

**Case No. PD2020-001**

**Applicant is Presenting a Development Plan for a Rezone of the Property Located at 2741 W. Washington, Being Lot 2, Block 148, of the City Addition to the City of**

**Stephenville, Erath County, Texas, from Multiple Family (R-3) to Planned Development District (PD)**

Mayor Svien opened the public hearing. No one came forward to speak in favor of or opposition to the annexation. Mayor Svien closed the public hearing.

2. **Consider Approval of Ordinance No. 2020-O-08 Rezoning the Property Located at 2741 W. Washington, Being Lot 2, Block 148, of the City Addition to the City of Stephenville, Erath County, Texas, from Multiple Family (R-3) to Planned Development District (PD)**

MOTION by Brandon Huckabee, second by Alan Nix, to approve Ordinance No. 2020-O-08 rezoning the property located at 2741 W. Washington, being Lot 2, Block 148 of the City Addition to the City of Stephenville.

MOTION CARRIED by unanimous vote.

3. **PUBLIC HEARING**

**Case No. PD2020-002**

**Applicant is Presenting a Development Plan for a Rezone of a Property Being Lot 3, Block 1, of the Lake Granbury Developers Addition to the City of Stephenville, Erath County, Texas, from Retail and Commercial Business (B-2) to Planned Development District (PD).**

Mayor Svien opened the public hearing. No one came forward to speak in favor of or opposition to the annexation. Mayor Svien closed the public hearing.

4. **Consider Approval of Ordinance No. 2020-O-09 Rezoning a Property Being Lot 3, Block 1, of the Lake Granbury Developers Addition to the City of Stephenville, Erath County, Texas, from Retail and Commercial Business (B-2) to Planned Development District (PD)**

MOTION by Mark McClinton, second by Carla Trussell, to approve Ordinance No. 2020-O-09 rezoning a property being Lot 3, Block 1, of the lake Granbury Developers Addition to the City of Stephenville.

MOTION CARRIED by unanimous vote.

5. **PUBLIC HEARING**

**Case No. SV2020-001 Applicant is Requesting a Waiver from the City of Stephenville Subdivision Ordinance, Section 155.6.04.M(1) *Curb and Gutter Options*, for a Property Located at 1020 N. Graham Ave, Being Lot 2, Block 15, of the Frey First Addition of the City of Stephenville, Erath County, Texas**

This item was removed from the agenda.

6. **Consider Request for Waiver from the City of Stephenville Subdivision Ordinance, Section 155.6.04.M(1) *Curb and Gutter Options*, for a Property Located at 1020 N. Graham Ave, Being Lot 2, Block 15, of the Frey First Addition of the City of Stephenville, Erath County, Texas**

This item was removed from the agenda.

7. **PUBLIC HEARING**

**Case No. SV2020-002**

**Applicant is Requesting a Waiver from the City of Stephenville Subdivision Ordinance, Section 155.6.11 *Sidewalks*, for a Property Located at 1020 N. Graham Ave, Being Lot 2, Block 15, of the Frey First Addition of the City of Stephenville, Erath County, Texas**

This item was removed from the agenda.

8. **Consider Request for Waiver from the City of Stephenville Subdivision Ordinance, Section 155.6.11 Sidewalks, for a Property Located at 1020 N. Graham Ave, Being Lot 2, Block 15, of the Frey First Addition of the City of Stephenville, Erath County, Texas**  
This item was removed from the agenda.

**X. Tourism and Visitors Bureau Committee**

Carla Trussell, Chair

1. **Tourism and Visitors Bureau Committee Report**  
Council member Carla Trussell gave the committee report.
2. **Consider Hotel Occupancy Tax Fund Application for the Tarleton State University FFA Invitational Judging Contest**  
MOTION by Carla Trussell, second by Brady Pendleton, to approve the Tarleton State University FFA Invitational Judging Contest application in the amount of \$3,500.  
MOTION CARRIED by the following votes:  
  
Ayes: Mark McClinton, Carla Trussell, Nick Robinson, Brady Pendleton, and Alan Nix  
  
Noes: Ricky Thurman, Gerald Cook, and Brandon Huckabee
3. **Consider Hotel Occupancy Tax Fund Application for Hork Dog Team Roping**  
MOTION by Carla Trussell, second by Brandon Huckabee, to deny the application for Hork Dog Team Roping.  
MOTION CARRIED by the following votes:  
  
Ayes: Mark McClinton, Carla Trussell, Nick Robinson, Brady Pendleton, Ricky Thurman, Gerald Cook, and Brandon Huckabee  
  
Noes: Alan Nix
4. **Consider Hotel Occupancy Tax Fund Application for CC5D Barrel Race Series and Finals**  
MOTION by Carla Trussell, second by Brady Pendleton, to deny the application for CC5D Barrel Race Series and Finals.  
MOTION CARRIED by unanimous vote.

**XI. Planning and Development Services Committee**

Brandon Huckabee, Chair

1. **Planning and Development Services Committee Report**  
Council member Brandon Huckabee gave the committee report.
2. **Consider Waiver of Fees for Habitat for Humanity**  
MOTION by Brandon Huckabee, second by Gerald Cook, to approve a waiver up to \$1020, with \$180 of landfill fees being waived and the remainder being allocated to permit fees.  
MOTION CARRIED by unanimous vote.

**XII. Parks and Leisure Services Committee Report**

Nick Robinson, Chair

1. **Parks and Leisure Services Committee Report**  
Council member Nick Robinson gave the committee report.
2. **Consider Approval of Expenditure of Funds for Perry Weather Lightning Detection System**  
MOTION by Nick Robinson, second by Alan Nix, to approve the contract with Perry Weather for a lightning detection system.  
MOTION CARRIED by unanimous vote.

**XIII. Public Health and Safety Committee**

Brady Pendleton, Chair

1. **Public Health and Safety Committee Report**  
Council member Brady Pendleton gave the committee report.
2. **Consider Approval of Ordinance No. 2020-O-10 Municipal Court Fees**  
MOTION by Brady Pendleton, second by Nick Robinson, to approve Ordinance No. 2020-O-10 approving a failure to appear fee.  
MOTION CARRIED by unanimous vote.
3. **Consider Approval of Ordinance No. 2020-O-11 Amending the Parking Schedule**  
MOTION by Brady Pendleton, second by Ricky Thurman, to approve Ordinance No. 2020-O-11 amending the parking schedule.  
MOTION CARRIED by unanimous vote.

**XIV. Nominations Committee Report**

Gerald Cook, Chair

1. **Nominations Committee Reports**  
Council member Gerald Cook gave the committee report.
2. **Consider Approval of Ordinance No. 2020-O-\_\_ Amending Planning and Zoning Commission and Board of Adjustment Officers**  
MOTION by Gerald Cook, second by Carla Trussell, to approve Ordinance No. 2020-O-\_\_ allowing for the council to appoint chairs of Planning and Zoning Commission and Board of Adjustment.  
MOTION FAILED by the following votes:  
  
Ayes: Carla Trussell and Gerald Cook  
Noes: Mark McClinton, Nick Robinson, Brady Pendleton, Ricky Thurman, Alan Nix, and Brandon Huckabee
3. **Consider Appointment of Chairs and Vice Chairs for Planning and Zoning Commission and Board of Adjustment**  
This item was removed from the agenda due to the failure of the previous item.

**XV. Public Works Committee**

Alan Nix, Chair

1. **Public Works Committee Report**  
Council member Alan Nix gave the committee report.
2. **Consider Approval of Bid Award for Construction of Landfill Cells 5 and 6**  
MOTION by Alan Nix, second by Mark McClinton, to approve a bid award to Hammett Excavation for landfill cells 5 and 6.  
MOTION CARRIED by unanimous vote.
3. **Consider Approval of a Professional Services Agreement for Construction Quality Assurance for the Construction of Landfill Cells 5 and 6**  
MOTION by Alan Nix, second by Mark McClinton, to approve a professional services agreement with Biggs and Matthews, Inc., for construction quality assurance for construction of landfill cells 5 and 6.  
MOTION CARRIED by unanimous vote.
4. **Consider Approval of Resolution No. 2020-R-\_\_ Authorizing Application for a NCTCOG Solid Waste Grants Program Grant**  
MOTION by Alan Nix, second by Mark McClinton, to approve Resolution No. 2020-R-06 authorizing application for a NCTCOG solid waste grant.  
MOTION CARRIED by unanimous vote.
5. **Consider Approval of Amendment No. 6 to the Professional Services Agreement with Freese and Nichols, Inc, for General Development Plan/Plat Reviews.**

**XVI. Finance Committee**

Mark McClinton, Chair

1. **Finance Committee Report**  
Council member Mark McClinton gave the committee report.
2. **Consider Approval of Ordinance No. 2020-O-21 FY2019-2020 Second Quarter Budget Adjustments**  
MOTION by Mark McClinton, second by Nick Robinson, to approve Ordinance No. 2020-O-21 authorizing second quarter budget adjustments.  
MOTION CARRIED by unanimous vote.

**XVII. FINANCE REPORTS**

1. **Monthly Budget and Investment Report for the Period Ending December 31, 2019**  
Monica Harris, Director of Finance, gave the following report:  
In reviewing the financial statements ending December 31, 2019, the financial indicators are as or better than expected.  
**Property Tax** - We received \$2.4 million in property taxes in the month of December, resulting in a \$174K or 6.17% increase over funds collected through December last fiscal year. The \$3 million collected through December is 47% of budget, which is consistent with the prior year collections.  
**Sales Tax** - We received \$524K in sales tax in December, resulting in \$37K or 2.27% over the target budget through December. We received \$14K or .85% more than the funds

received through last December.

**HOT Funds** - We received \$28,260 in revenue in the Hotel Occupancy Tax fund through December, as compared to \$26,550 in revenue through last December. The next filing date for the report ending 12/31/19 was January 31, 2020. We spent \$63,655 in Hotel Occupancy Tax funds through December as compared to \$37,438 last year.

**Revenue (Budgetary comparison)** - The target budget for operating revenue is \$6.97 million. We received \$8.4 million in revenue through December, resulting in \$1.4 million over budget. This is a result of property taxes, which are billed October 1st and due by January 31st, and insurance proceeds.

**Expenditures (Budgetary comparison)** - The target budget for operating expenditures is \$5.2 million. We expended \$5.4 million through December, resulting in \$263K over the target budget due to annual insurance and other annual payments.

**Revenue (Prior year comparison)** - Operating revenue received last year was \$7.4 million as compared to the current year's \$8.4 million, resulting in a \$1 million increase due to service charges, insurance proceeds, and property taxes.

**Expenditures (Prior year comparison)** - Operating expenditures last year were \$4.9 million as compared to the current year's \$5.4 million, resulting in a \$513K increase due to wages and benefits, maintenance, utilities, and marketing for SEDA.

**New Programs** - The L-3 camera replacements have been purchased for the Police department. The Downtown

Revitalization and the Landfill Cell projects are commencing. The Eastside Sewer project is still progressing.

**Investments** - The total market value of cash and investments on December 31, 2019 was \$34,436,715. This is split 11% in demand accounts, 8% in brokered certificates of deposits, 61% in TexStar investment pool, and 20% in TexPool investment pool. We earned \$139K in interest for the quarter. The average yield to maturity for all account types for the quarter was 1.53%. The average yield to maturity for investment accounts for the quarter was 1.8%. The average yield to maturity for a 3 month treasury bill for the quarter was 1.61%.

2. **Consider Approval of the City of Stephenville Investment Report**

MOTION by Carla Trussell, second by Gerald Cook, to approve the City of Stephenville Investment Report.

MOTION CARRIED by unanimous vote.

**XVIII. Stephenville Type B Economic Development Authority Update**

Jeff Sandford, Executive Director

This item was removed from the agenda.

**XIX. CONSENT**

1. **City Council Minutes**

- **Regular City Council Meeting - 07 Jan 2020**
- **Special City Council Meeting - 21 Jan 2020**
- **City Council Work Session - 21 Jan 2020**

2. **Order of Election - May 2, 2020 General Election**

3. **Approval of Election Contract with Erath County**



4. **Resolution No. 2020-R-07 Membership to Atmos Cities Steering Committee**
5. **TxDOT Green Ribbon Project Advance Funding Agreement**

MOTION by Mark McClinton, second by Nick Robinson, to approve the consent agenda as presented.

**XX. Comments by City Manager**

- Deadline to File for a Place on the May General Election Ballot - Friday, February 14 at 5:00 p.m.
- City Offices Closed for President's Day - Monday, February 17
- Council Committee Meetings - Tuesday, February 18
- Regular City Council Meeting - Tuesday, March 3

**XXI. Comments by Council members**

Council member Mark McClinton thanked Jason King for his decades of service to the city as a police officer. Mr. McClinton also sent his thoughts and prayers to David Whiteman.

Council member Carla Trussell reminded everyone of the political forum on February 10. She stated there will be another political event on February 18. Ms. Trussell also encouraged everyone to attend the governor's dinner on February 25. The Historical House Museum is beginning a new series called "Pickers and Poets" that will begin February 9.

Council member Ricky Thurman thanked the County for joining the City in a work session earlier in the month.

Council member Gerald Cook thanked Jen Basham for supplying the council with the Green Ribbon Project plans. He stated that Ms. Basham and her staff, as well as council, have been working on ideas and planning for new facilities.

Council member Brandon Huckabee thanked staff for and council for finding ways to finance the growth of Stephenville.

Council members McClinton, Thurman, Nix, Cook, and Huckabee all welcomed Steve Killen and Dan Harris to Stephenville.

**XXII. EXECUTIVE SESSION**

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

1. **Section 551.071 Consultations with Attorney - Pending Litigation**
  - **James Coats v. The City of Stephenville**
2. **Section 551.072 Deliberations About Real Property**
  - **Sale of Abandoned Alleyway in Block 15 of the City of Stephenville**
  - **Airport Hangar Lease**

**XXIII. Action taken on items discussed in executive session (if necessary)**

1. **Section 551.072 Deliberations About Real Property - Sale of Abandoned Alleyway in Block 15 of the City of Stephenville**

MOTION by Mark McClinton, second by Alan Nix, to authorize the sale of an abandoned alleyway in Block 15 of the City of Stephenville.

MOTION CARRIED by unanimous vote.

2. **Section 551.072 Deliberations About Real Property - Airport Hangar Lease**

MOTION by Mark McClinton, second by Alan Nix, to authorize staff to renegotiate the airport hangar lease.

MOTION CARRIED by unanimous vote.

**XXIV. Adjourn**

The meeting was adjourned at 7:07 p.m.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary



**City of Stephenville**  
**Special City Council Meeting**  
 Tuesday, February 18, 2020 at 5:30 PM

The City Council of the City of Stephenville, Texas, convened on Tuesday, February 18, 2020, at 5:30 PM, in the City Hall Training Room, 298 West Washington Street, for the purpose of a Special City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:** Mayor Doug Svien  
 Council Member Mark McClinton  
 Council Member Carla Trussell  
 Council Member Nick Robinson  
 Council Member Ricky Thurman  
 Council Member Alan Nix  
 Council Member Gerald Cook  
 Council Member Brandon Huckabee

**COUNCIL ABSENT:** Mayor Pro Tem Brady Pendleton

**OTHERS ATTENDING:** Allen L. Barnes, City Manager  
 Staci L. King, City Secretary  
 Randy Thomas, City Attorney

**I. Call to Order**

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

**II. CERTIFICATES OF OBLIGATION**

Erick Macha, Hilltop Securities

**1. Consider Approval of a Resolution Confirming Intent to Issue Certificates of Obligation**

MOTION by Mark McClinton, second by Brandon Huckabee, to approve Resolution No. 2020-R-08 confirming the city's intent to issue Certificates of Obligation.

MOTION CARRIED by the following votes:

Ayes: Mark McClinton, Nick Robinson, Ricky Thurman, Alan Nix, Gerald Cook, and Brandon Huckabee

Noes: Carla Trussell

**III. EXECUTIVE SESSION**

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

**1. Section 551.087 Deliberation Regarding Economic Development Negotiations**

- **Project Blue**

**IV. Action taken on items discussed in executive session (if necessary)**

No action taken.

**V. Adjourn**

The meeting was adjourned at 6:18 p.m.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary



**City of Stephenville**  
**City Council Work Session**  
 Tuesday, February 18, 2020 at 5:30 PM

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The City Council of the City of Stephenville, Texas, convened on Tuesday, February 18, 2020, at 5:30 PM, in the Training Room at City Hall, 298 West Washington Street, for the purpose of a City Council Work Session, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

**COUNCIL PRESENT:**

- Mayor Doug Svien
- Council Member Mark McClinton
- Council Member Carla Trussell
- Council Member Nick Robinson
- Council Member Ricky Thurman
- Council Member Alan Nix
- Council Member Gerald Cook
- Council Member Brandon Huckabee

**COUNCIL ABSENT:** Mayor Pro Tem Brady Pendleton

**OTHERS ATTENDING:**

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

**CITY COUNCIL / AIRPORT ADVISORY BOARD JOINT WORK SESSION**

1. **Call to Order**

Mayor Svien called the joint work session to order at 6:19 p.m.

2. **Airport Master Plan**

KSA Engineering presented the scope, details and potential funding source to create an airport master plan. Annually, the Airport is eligible to utilize up to \$150,000 in entitlement funds for improvements to the airport. If not used these funds rollover for four years. Currently, Clark Regional Airport has utilized the funds in 2017 and 2018 towards the runway extension project. The 2019 funds have not been utilized and the 2020 funds are still being appropriated. Since these funds have historically been appropriated to the runway extension staff is researching if re-appropriating 2019 and a portion of 2020 funds to an airport master plan would delay progress on the runway extension.

A master plan grant through entitlement funds will approve 90% of the cost to create a master plan. Master plans run between \$150,000-\$200,000. The City would be responsible for 10% - \$15,000-\$20,000 - these funds are currently available in the reserve of the airport fund.

3. **Adjourn**

The joint work session was adjourned at 6:40 p.m.

**COUNCIL WORK SESSION**

1. **Call to Order**

Mayor Svien called the work session to order at 6:44 p.m.

2. **Downtown Revitalization Master Plan Scope**

On January 21, 2020, Scott Polikov, Gateway Planning, presented the concept of Downtown Revitalization. Council requested a refined scope be presented. On February 18, 2020, Scott Polikov presented his team and action plan for downtown revitalization. Present at the meeting were multiple downtown merchants who spoke in favor of downtown revitalization.

Council asked that staff negotiate a contract with Gateway Planning to provide professional services in relation to downtown revitalization to be approved at a later date.

3. **Facility Steering Committee Update**

Jen Basham, Parks and Leisure Services Director, gave the council an update on the progress of the Facility Steering Committee.

4. **Adjourn**

The work session was adjourned at 7:52 p.m.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary

**RESOLUTION NO. 2020-R-\_\_**

**A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF SEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.**

WHEREAS, the City of Stephenville is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Executive Committee in its December 2019 meeting set a budget for 2020 that compels an assessment of seven cents (\$0.07) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

- I. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Stephenville and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.
- II. The City is further authorized to pay its assessment to the Steering Committee of seven cents (\$0.07) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.
- III. A copy of this Resolution and the assessment payment check made payable to "Steering Committee of Cities Served by Oncor" shall be sent to Brandi Stigler, Steering Committee of



Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

**PASSED AND APPROVED** on this the 3<sup>rd</sup> day of March, 2020.

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

ATTEST:

\_\_\_\_\_  
Staci L. King, City Secretary

\_\_\_\_\_  
Reviewed by Allen L. Barnes,  
City Manager

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

**RESOLUTION NO. 2020-R-\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF STEPHENVILLE, TEXAS TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR GREEN RIBBON FUNDING FOR THE DESIGN AND CONSTRUCTION OF LANDSCAPED MEDIANS IN THE CITY OF STEPHENVILLE, TEXAS**

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Stephenville that the City of Stephenville ("City") enter into a Local Project Advance Funding Agreement with the Texas Department of Transportation ("TxDOT"); and

WHEREAS, TxDOT and the City have agreed to said terms of the local project agreement; and

WHEREAS, TxDOT and the City have agreed to contract with each other for the construction, inspection, and maintenance of said improvements; and

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

The City is authorized to enter an Advance Funding Agreement with the Texas Department of Transportation for the design and construction of landscaped medians that apply to the rules stated within the Local Project Advance Funding Agreement.

**PASSED AND APPROVED** on this the 3<sup>rd</sup> day of March, 2020.

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Doug Svien, Mayor

ATTEST:

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Staci L. King, City Secretary

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Reviewed by Allen L. Barnes,  
City Manager

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Randy Thomas, City Attorney  
Approved as to form and legality

Regular City Council Meeting  
**STAFF REPORT**



**SUBJECT:** Interlocal Cooperation Contract Failure to Appear (FTA) Program  
**MEETING:** Regular City Council Meeting - 03 Mar 2020  
**DEPARTMENT:** Finance  
**STAFF CONTACT:** Monica Harris

**RECOMMENDATION:**

Staff recommends Council approve the Interlocal Cooperation Contract for the Failure to Appear (FTA) Program with the Texas Department of Public Safety.

**BACKGROUND:**

Effective January 1, 2020, the State of Texas reduced the original Omnibase fee from \$30 to \$10. Previously, once collected, the City would submit \$20 to the State Comptroller's Office, \$6 to Omnibase and would keep the remaining \$4. The \$20 portion for the State Comptroller has been removed. All cities currently participating in the Failure To Appear program have to sign new contracts with the Texas Department of Public Safety.

The Failure to Appear Program allows the City to report to Omnibase outstanding warrants, upon which Omnibase will require the defendant to clear the case with the reporting court before allowing renewal of the defendant's drivers license. Not approving the contract would prevent the City from participating in the program.

**FISCAL IMPACT SUMMARY:**

Since this fee is charged to the defendant, there is not a fiscal impact to the City in participating. However, not participating could negatively impact the collection of outstanding warrants.

**ALTERNATIVES:**

Not approve the contract.

**ATTACHMENTS:**

[FTA Program Interlocal Agreement](#)

**Interlocal Cooperation Contract  
Failure to Appear (FTA) Program**

State of Texas

County of Erath

**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Stephenville Municipal Court of the [~~City or County~~] of Stephenville (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

**II. BACKGROUND**

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

**III. PURPOSE**

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

**IV. PERIOD OF PERFORMANCE**

This Contract will be effective on the date of execution and will automatically renew on the anniversary date of execution for up to three additional years unless terminated earlier.

**V. COURT RESPONSIBILITIES**

**A. Written warnings**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied

renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

#### **B. FTA Report**

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

#### **C. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or

5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

**D. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

**E. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**F. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless the person is deemed to be indigent, or the person is acquitted of the charges for which the person failed to appear.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**G. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. PAYMENTS TO VENDOR**

Court must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the person has been acquitted of the underlying charge or is indigent, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

**VII. GENERAL TERMS AND CONDITIONS**

- A. Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Contract Amendment.** DPS and Court may amend this Contract through a written amendment signed by an authorized signatory on behalf of the respective party.
- C. Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.: Paula Burgess	Enforcement & Compliance Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] <a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a> (512) 424-7172
Address: 298 W. Washington	
Address: Stephenville, TX 76401	
Fax: 254-918-1207	
Email: pburgess@stephenvilletx.gov	
Phone: 254-918-1220	

- D. Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all



outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**VIII. CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court\***

**Department of Public Safety**

\_\_\_\_\_

\_\_\_\_\_

**Authorized Signature**

**Driver License Division Chief or Designee**

City Manager

**Title**

\_\_\_\_\_

\_\_\_\_\_

**Date**

**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.