



City Council
Regular Meeting

Tuesday, April 1, 2025, 5:30 PM
City Hall Council Chambers
298 W Washington
Stephenville, Texas 76401

AGENDA

CALL TO ORDER

PLEDGES OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND RECOGNITIONS

1. Proclamation Recognizing Micah Parsons - Food Network Kid Baking Championship Winner
2. Stop the Silence Proclamation

CITIZENS GENERAL DISCUSSION

REGULAR AGENDA

3. Update of Community Resource Paramedic (CRP) Program
4. Consider Adopting Proposed Revisions of the Residential Incentive Program Policy
5. Consider Authorizing the City Manager to Notify the Registered Agent of the Fort Worth and Western Railroad Company of the City's Intent to Annex a Portion of Railway NE of HWY 8 and HWY 281 from the City Limits Line at CR 177 to the Northern City Limits Line Pursuant to the Powers Granted by Section 43.1056 of the Local Government Code.
6. Consider Authorizing the City Manager to Initiate Annexation of City Owned Parcels R78439, Portion of R28648 and R24340

PLANNING AND ZONING COMMISSION

Steve Killen, Director of Development Services

7. **Case No.: RZ2025-008**
Applicant Joel Allen, Representing Pecan Landing, LLC., is Requesting a Rezone of Property Located at 0 Forest Ln, Parcel R77510, being 36.765 Acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas from Planned Development (PD) to Integrated Housing (R-2.5)
8. **PUBLIC HEARING**
Case No. RZ2025-008
9. Consider Approval of Ordinance Rezoning Property Located at 0 Forest Ln, Parcel R77510, being 36.765 Acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas from Planned Development (PD) to Integrated Housing (R-2.5)
10. **Case No.: RZ2025-009**
Applicant Joel Allen, representing Pecan Landing, LLC., is Requesting a Rezone of Property Located at 0 Forest Ln, Parcel R78517, being 7.35 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas from Single Family (R-1) to Integrated Housing (R-2.5)

11. **PUBLIC HEARING**
Case No.: RZ2025-009
12. Consider Approval of Ordinance Rezoning Property Located at 0 Forest Ln, Parcel R78517, being 7.35 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas from Single Family (R-1) to Integrated Housing (R-2.5)
13. **Repeal Ordinance No. 2023-O-08**
Applicant Joel Allen, representing Pecan Landing, LLC., is Requesting the Repeal of Ordinance 2023-0-08 Relating to the Approval of the Planned Development for 0 Forest Ln, Parcel R77510, being 36.765 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas
14. **PUBLIC HEARING**
Repeal Ordinance No. 2023-O-08
15. Consider Approval of Ordinance Repealing Ordinance 2023-0-08 Relating to the Approval of the Planned Development for 0 Forest Ln, Parcel R77510, being 36.765 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas
16. **Case No.: RZ2025-010**
Applicant Kieth Dowell is Requesting Rezone of Property Located at 975 N. McCart, Parcel R28762, being Blk 2, Lot 5 of the S2300 Butler Addition of the City of Stephenville, Erath County, Texas from Single Family (R-1) to Integrated Housing (R-2.5)
17. **PUBLIC HEARING**
Case No.: RZ2025-010
18. Consider Approval of Ordinance Rezoning Property Located at 975 N. McCart, Parcel R28762, being Blk 2, Lot 5 of the S2300 Butler Addition of the City of Stephenville, Erath County, Texas from Single Family (R-1) to Integrated Housing (R-2.5)

NOMINATIONS COMMITTEE

Maddie Smith, Chair

19. Committee Report from March 18, 2025
20. Consider Approval of Applications for Citizen Boards and Commissions

FINANCIAL REPORTS

Monica Harris, Director of Finance

21. Monthly Budget Report for the Period Ending February 28, 2025

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

Jeff Sandford, Executive Director

CONSENT AGENDA

22. Consider Approval of Minutes - March 4, 2025 Regular City Council Meeting
23. Consider Approval of Minutes - March 18, 2025 Special City Council Meeting
24. Consider Approval of Contract with Chris Stasey for 2025 July 4 Fire Works
25. Approve the expenditure for the annual managed service agreement.
26. Consider Approval of the 2025-2027 Interlocal Agreement Between the North Central Texas Emergency Communications District and City of Stephenville

COMMENTS BY CITY MANAGER

COMMENTS BY COUNCIL MEMBERS

EXECUTIVE SESSION

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

27. **Section 551.071 Consultation with Attorney** - to Consult Over a Pending or Contemplated Litigation

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

ADJOURN

EXECUTIVE SESSION NOTICE

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

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

ITEM REPORT

To: City Council

From: Steve Killen, Director

Subject: Consider Adopting Proposed Revisions of the Residential Incentive Program Policy

Department/Office: Development Services

Summary:

The Development Services Committee has reviewed the Residential Incentive Program and is providing a revised document for consideration by the full City Council.

Recommended Action:

Adopt the revised document

Budget:

Attachments:

1. REVISED INCENTIVE PROGRAM revised April 1 2025

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 improving 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. After completion of the project and a city inspection, the city will repair or replace sidewalks in public rights-of-way 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 \$250,000.
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. Applicants must be willing to allow for an initial inspection of property by a city inspector at the conclusion of 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 deny the inclusion of any repair when related costs are deemed unreasonable or the repair is not completed in a workmanlike manner. The city reserves the right to deny program participation/or the issuance of a rebate if life-safety violations exist that were not brought into compliance as part of the project.

7. Permits must be obtained from the City of Stephenville Building Inspection Department. Permit fees will be waived for approved projects. All construction must comply with all current city requirements and all permits must be obtained 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 in Stephenville and registered with the city. Receipts will be required 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. Proof that the owner is current on property taxes and there are no liens on the property other than the first mortgage.
4. 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.
5. Line-item bid estimate(s) provided by a licensed contractor who will perform the improvements.

6. 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 and city employees are ineligible for this 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

ITEM REPORT

To: City Council

From: Steve Killen, Director

Subject: Consider Authorizing the City Manager to Notify the Registered Agent of the Fort Worth and Western Railroad Company of the City's Intent to Annex a Portion of Railway NE of HWY 8 and HWY 281 from the City Limits Line at CR 177 to the Northern City Limits Line Pursuant to the Powers Granted by Section 43.1056 of the Local Government Code.

Department/Office: Development Services

Summary:

Authorize City Manager to Issue Notice of Intent to Annex

Recommended Action:

Budget:

Attachments:

1. Consent Item

Sec. 43.1056. ANNEXATION OF CONTIGUOUS OR CONNECTING RIGHTS-OF-WAY. (a) Notwithstanding any other law, a municipality that is annexing an area under Subchapter C-3, C-4, C-5, or D may also annex with the area the right-of-way of a street, highway, alley, or other public way or of a railway line, spur, or roadbed, that is:

(1) contiguous and runs parallel to the municipality's boundaries; and

(2) contiguous to the area being annexed under Subchapter C-3, C-4, C-5, or D.

(b) A municipality may annex a right-of-way under this section only if:

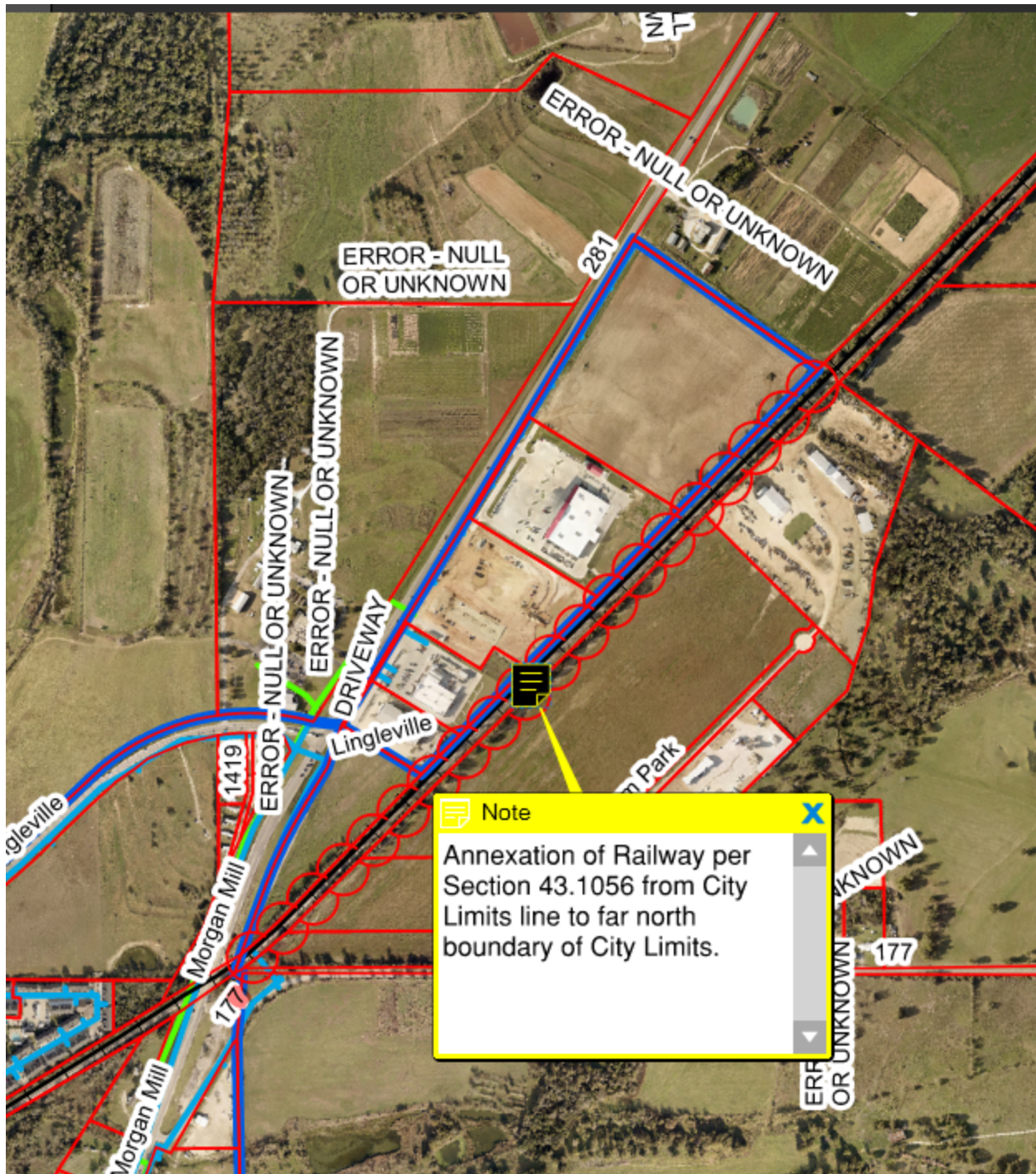
(1) the municipality provides written notice of the annexation to the owner of the right-of-way, through the owner's registered agent, if applicable, not later than the 61st day before the date of the proposed annexation; and

(2) the owner of the right-of-way does not submit a written objection to the municipality before the date of the proposed annexation.

(c) If the owner of a right-of-way proposed to be annexed under this section is a governmental entity, the entity may specify the location at which a municipality must deliver notice under Subsection (b).

(d) Section [43.054](#) does not apply to the annexation of a right-of-way under this section.

Added by Acts 2021, 87th Leg., R.S., Ch. 560 (S.B. [374](#)), Sec. 2, eff. June 14, 2021.



ITEM REPORT

To: City Council

From: Steve Killen, Director

Subject: Consider Authorizing the City Manager to Initiate Annexation of City Owned
Parcels R78439, Portion of R28648 and R24340

Department/Office: Development Services

Summary:

Consider authorizing the City Manager to petition the city for annexation by consent of city owned parcels R78439, a portion of R28648, R24340, R75934, R75935 and R75936.

Recommended Action:

Direct Staff to Proceed

Budget:

Attachments:

1. Stvl Parcels At Airport

Stephenville Owned Parcels Near Clark Airport

R28648

32

R78439

R24340

R75936

R75935

R75934

Legend

- City Limits
- Parcels
- STVL Airport Adjacent
Parcels



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



STAFF REPORT

SUBJECT: Case No.: RZ2025-008

Applicant Joel Allen, representing Pecan Landing, LLC., is requesting a rezone of property located at 0 Forest Ln, Parcel R77510, being 36.765 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas from (PD), Planned Development, to (R-2.5), Integrated Housing.

DEPARTMENT: Development Services

STAFF Steve Killen, Director of Development Services

CONTACT:

RECOMMENDATION:

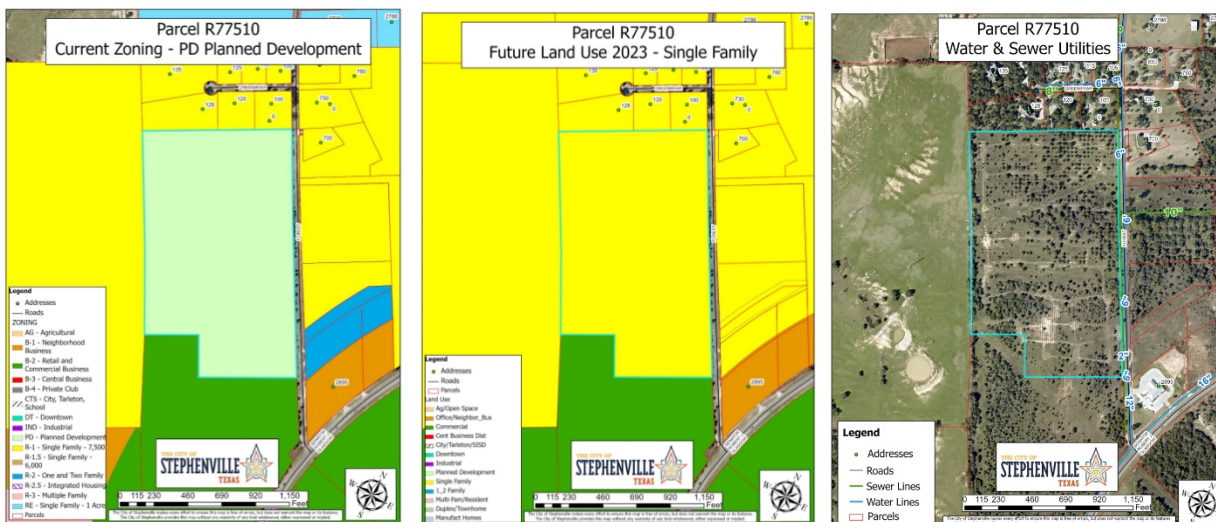
The request is forwarded to City Council with no recommendation.

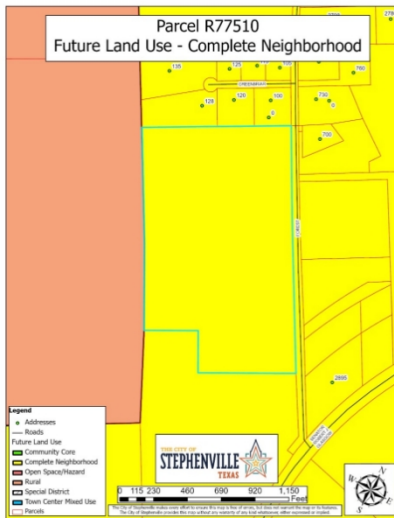
The Planning and Zoning Commission convened on March 19, 2025, and by a vote of 3/2, recommended the City Council approve the rezone request. Pursuant to the Rules of Procedure, Section 20.2.K.2 & 4, a motion to recommend approval of any request requiring Council action shall require two-thirds favorable vote of the members present. If the Commission fails to obtain the minimum votes required, the item shall be forwarded with no recommendation.

BACKGROUND:

In 2023, Mr. Allen presented a Development Plan and a rezone request to Planned Development. The request was granted and ordinance 2023-O-08 was adopted. Mr. Allen's project design has evolved and consequently, he is requesting a rezone to R-2.5. If the rezone is approved, the original Planned Development will need to be repealed.

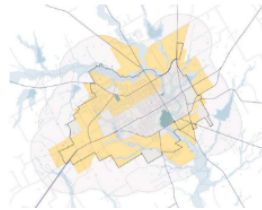
PROPERTY PROFILE:





Complete Neighborhood

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



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

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

5.8.B Permitted Uses.

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

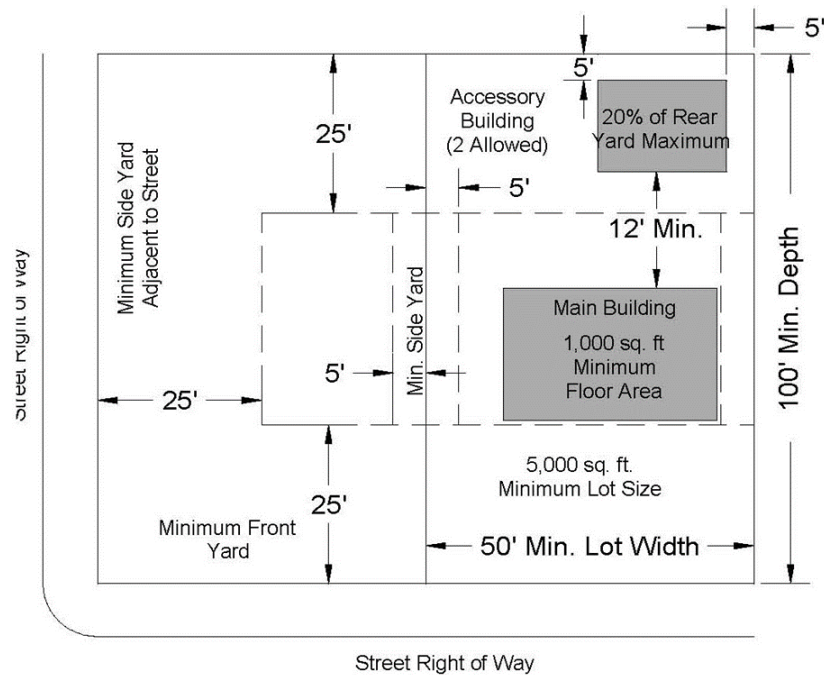
5.8.C Conditional Uses.

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

4. Foster group home; and
5. Residence hall.

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

- A. Single family dwelling.
 1. Minimum lot area: 3,000 ft² .
 2. Minimum lot width and lot frontage: 50 feet.
 3. Minimum lot depth: 60 feet.
 4. Minimum depth of front setback: 15 feet.
 5. Minimum depth of rear setback: 15 feet.
 6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
 7. Building size:
 - a. Maximum coverage as a percentage of lot area: 40%.
 - b. Single family dwelling: 1,000 ft² .
 8. Accessory buildings:
 - a. Maximum accessory buildings coverage of rear yard: 20%.
 - b. Maximum number of accessory buildings: one.
 - c. Minimum depth of side setback: five feet.
 - d. Minimum depth of rear setback: five feet.
 - e. Minimum depth from the edge of the main building: 12 feet.
 9. Maximum height of structures: 35 feet.
 10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



B. Two-to-four family.

1. Minimum lot area: 7,500 ft² for two dwelling units, plus 1,000 ft² for each additional dwelling unit.
2. Minimum lot width and lot frontage: 75 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: six feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum coverage as a percentage of lot area: 40%.
 - b. Minimum area of each dwelling unit: 800 ft².
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if

Diagram illustrating the minimum lot dimensions and setbacks for a residential lot:

- Minimum Front Yard:** 25'
- Minimum Side Yard:** 6'
- Minimum Rear Yard:** 25'
- Accessory Building (1 per Unit):** 5' setback from rear yard.
- Units:** Unit 1 (800 sq. ft. Minimum) and Unit 2 (800 sq. ft. Minimum).
- Setbacks:** 12' Min. between units, 6' from side yard, 5' from rear yard.
- Lot Dimensions:** 75' Min. Lot Width, 100' Min. Depth.
- Street Right of Way:** Adjacent to the lot.

1. Minimum lot area: 3,000 ft² per unit.
2. Minimum average lot width and lot frontage: 30 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum building coverage as a percentage of lot area: 40%
 - b. Minimum area of each Townhouse dwelling unit: 800 ft².
 - c. Minimum area of each Condominium of each dwelling unit: 500 ft² for one bedroom or less, plus 125 ft² of floor area for each additional bedroom.
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.

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

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

vehicles of this ordinance. (Ord. No. 2021-O-28 , § 1, passed 9-7-2021)

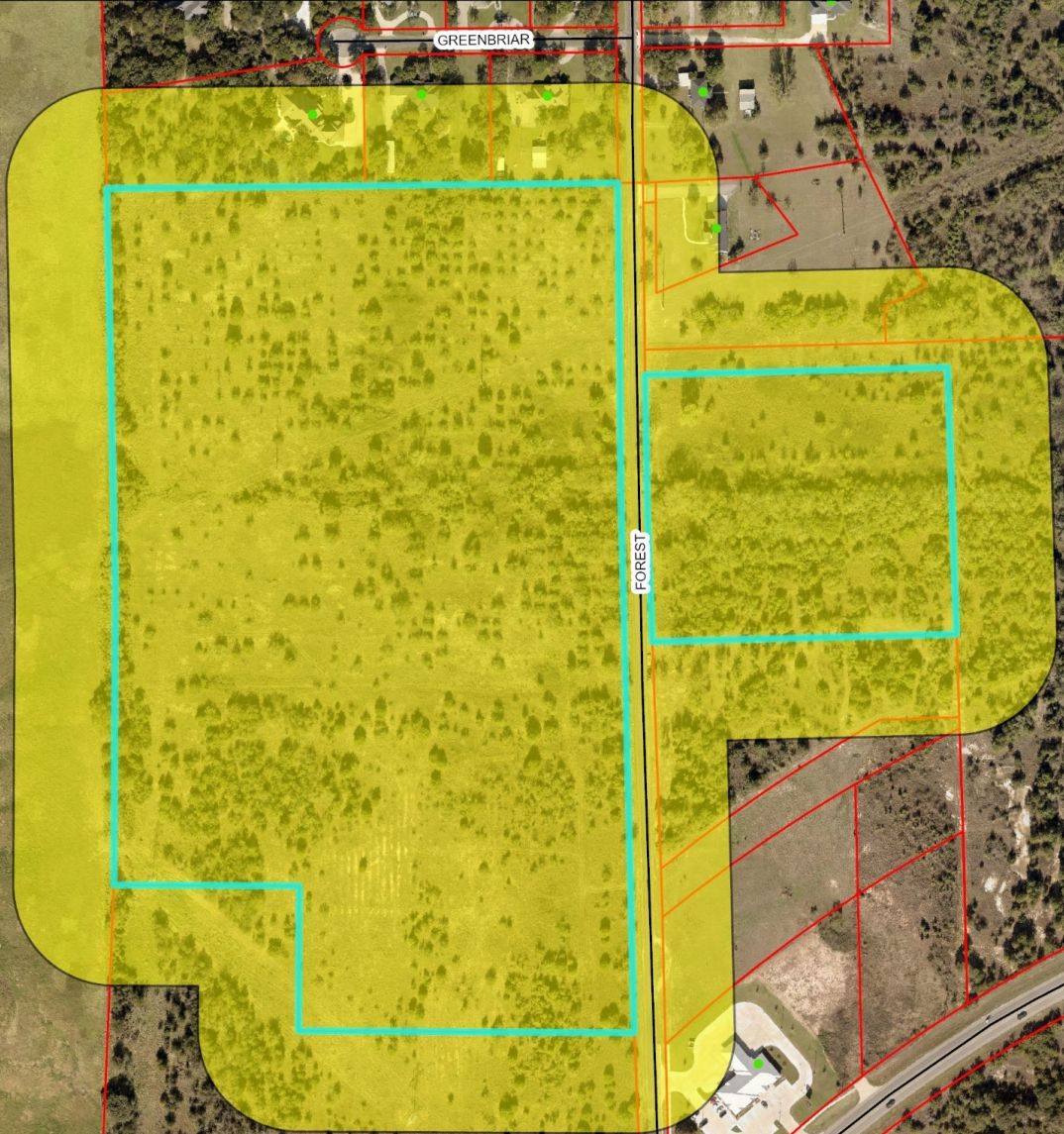
FACTORS TO CONSIDER:

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

ALTERNATIVES:

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

Parcels R77510 & R78517 200 Ft Buffer Map



Legend

- Addresses
- Roads
- ▭ Parcels
- ▭ 200 Ft Buffer



0 115 230 460 690 920 1,150 Feet

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



Parcels R77510 & R78517

Current Zoning - PD & Single Family

Legend

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



0 115 230 460 690 920 1,150 Feet

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

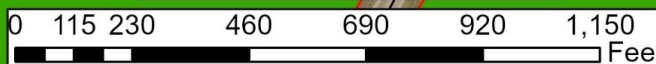


Parcels R77510 & R78517

Future Land Use 2023 - Single Family

Legend

- Addresses
- Roads
- Future Land Use 2023
- 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
- Parcels

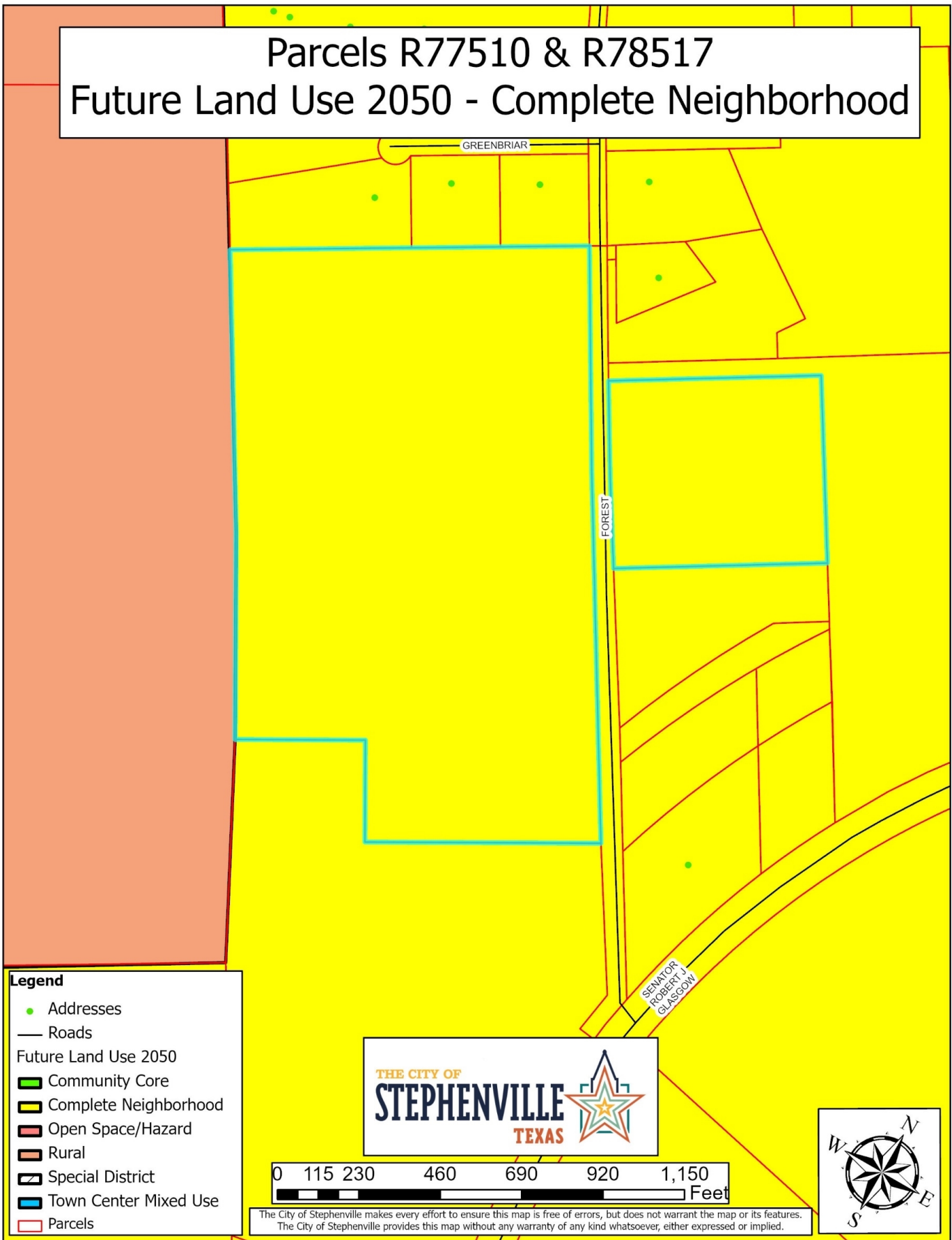


The City of Stephenville makes every effort to ensure this map is free of errors, but does not warrant the map or its features.
The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.

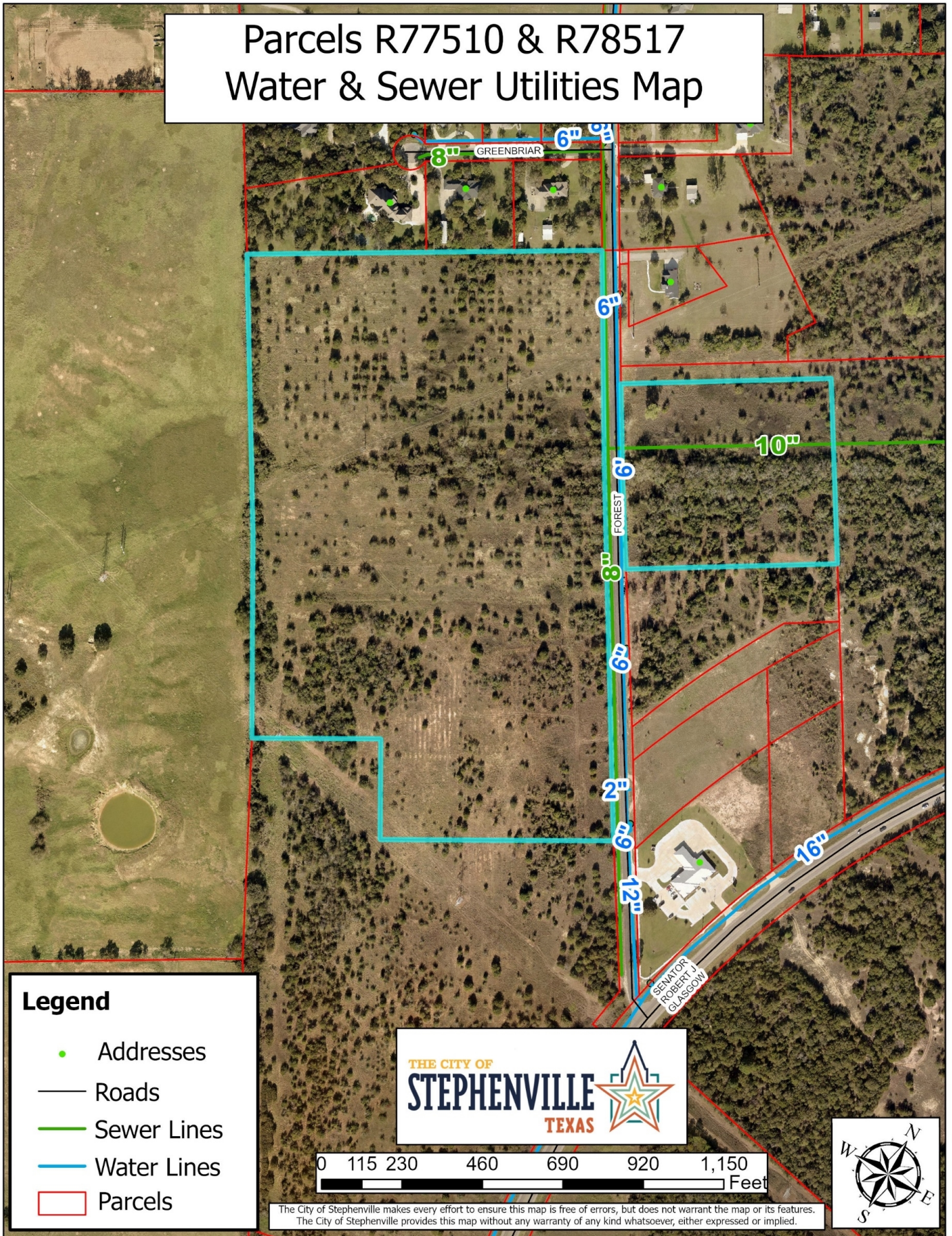


Parcels R77510 & R78517

Future Land Use 2050 - Complete Neighborhood



Parcels R77510 & R78517 Water & Sewer Utilities Map



Parcel ID R77510 & R78517 200 Ft Buffer Addresses

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000022427	0 SENATOR ROBERT J GLASGOW LOOP	ALLEN REAL PROPERTIES LTD ET AL	PO BOX 953	STEPHENVILLE	TX	76401
R000078517	0 FOREST LN	BRUNER GREG & 2012 GBAT INVESTMENT PROPERTIES LLC	128 GREENBRIAR	STEPHENVILLE	TX	76401
R000075205	128 GREENBRIAR	BRUNER GREGORY D & LYNDIA G	128 GREENBRIAR	STEPHENVILLE	TX	76401-1623
R000067031	100 GREENBRIAR	BUTLER ELIZABETH A & LANNY W BUTLER	100 GREENBRIAR	STEPHENVILLE	TX	76401
R000077380	0 FOREST LANE	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000059602	0 FOREST LANE	ERATH COUNTY	100 W WASHINGTON	STEPHENVILLE	TX	76401-0000
R000044228	730 FOREST LANE	FRIEDRICH CINDY AND DALLY FRIEDRICH	566 HILLCREST DR	STEPHENVILLE	TX	76401
R000067033	120 GREENBRIAR	HELLER VICTOR LEE & ANDREA L HELLER	120 GREENBRIAR	STEPHENVILLE	TX	76401
R000067034	135 GREENBRIAR	JOHNSON VICKY	135 GREENBRIAR	STEPHENVILLE	TX	76401
R000077510	0 FOREST LN	PECAN LANDING DEVELOPMENT, INC.	125 RIVER NORTH BLVD.	STEPHENVILLE	TX	76401
R000022438	0 SENATOR ROBERT J GLASGOW LOOP	SLADE CAPITAL LLC	PO BOX 731	STEPHENVILLE	TX	76401
R000044825	0 HIGHLAND VIEW DR	SLADE CAPITAL LLC	PO BOX 731	STEPHENVILLE	TX	76401
R000072455	0 FOREST LANE	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000069040	0 FOREST LN	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000069044	0 FOREST LN	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000050763	0 FOREST LANE	STONE MICHELLE	700 FOREST LANE	STEPHENVILLE	TX	76401
R000076976	700 FOREST LANE	STONE MICHELLE	700 FOREST LANE	STEPHENVILLE	TX	76401
R000069042	0 FOREST LN	WELLINGTON STATE BANK	PO BOX 1032	WELLINGTON	TX	79095
R000076370	2895 SENATOR ROBERT J GLASGOW LOOP	WELLINGTON STATE BANK	PO BOX 1032	WELLINGTON	TX	79095
R000023916	0 CR386 (OFF)	WHITEFIELD DONNA & LINDA HARDIN LIVING TRUST	23002 RED RIVER DR	KATY	TX	77450

ORDINANCE NO. 2025-O-_____

AN ORDINANCE REZONING THE LAND DESCRIBED PLANNED DEVELOPMENT (PD) TO INTEGRATED HOUSING (R-2.5)

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

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

0 Forest Ln, Parcel R77510, being 36.765 Acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas

is hereby rezoned and the zoning classification changed from the classification of Planned Development (PD) to Integrated Housing (R-2.5) in accordance with the Zoning Ordinance of the City of Stephenville.

PASSED AND APPROVED this the 1st day of April 2025.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

STAFF REPORT

SUBJECT: Case No.: RZ2025-009

Applicant Joel Allen, representing Pecan Landing, LLC., is requesting a rezone of property located at 0 Forest Ln, Parcel R78517, being 7.35 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas from (R-1), Single Family, to (R-2.5), Integrated Housing.

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director of Development Services

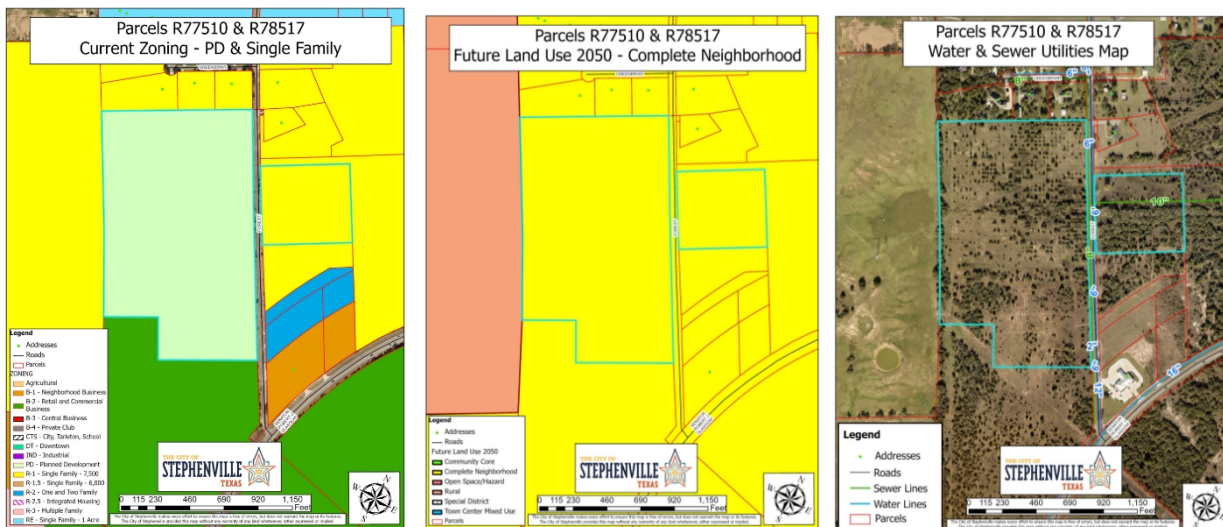
RECOMMENDATION:

The Planning and Zoning Commission convened on March 19, 2025, and by a vote of 4/1, recommended the City Council approve the rezone request.

BACKGROUND:

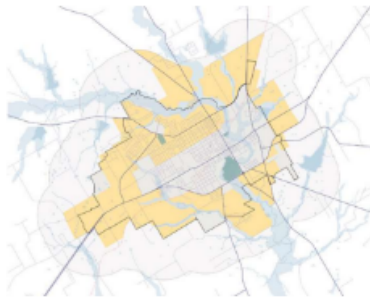
This parcel will be developed in conjunction with the development Mr. Allen is pursuing for the 36 acre parcel that was originally approved as a Planned Development.

PROPERTY PROFILE:



Complete Neighborhood

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



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

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

5.8.B Permitted Uses.

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

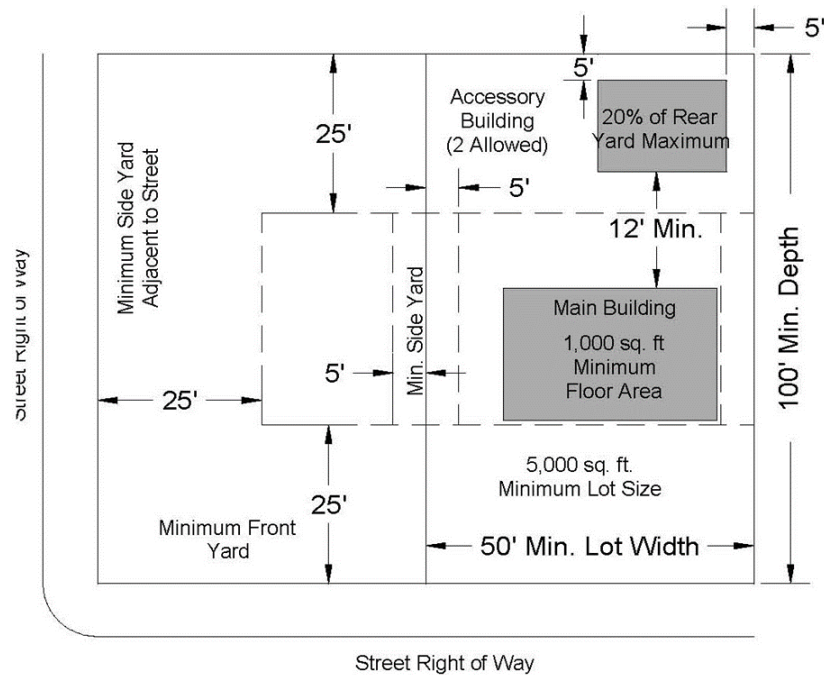
5.8.C Conditional Uses.

1. Home occupation;

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

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

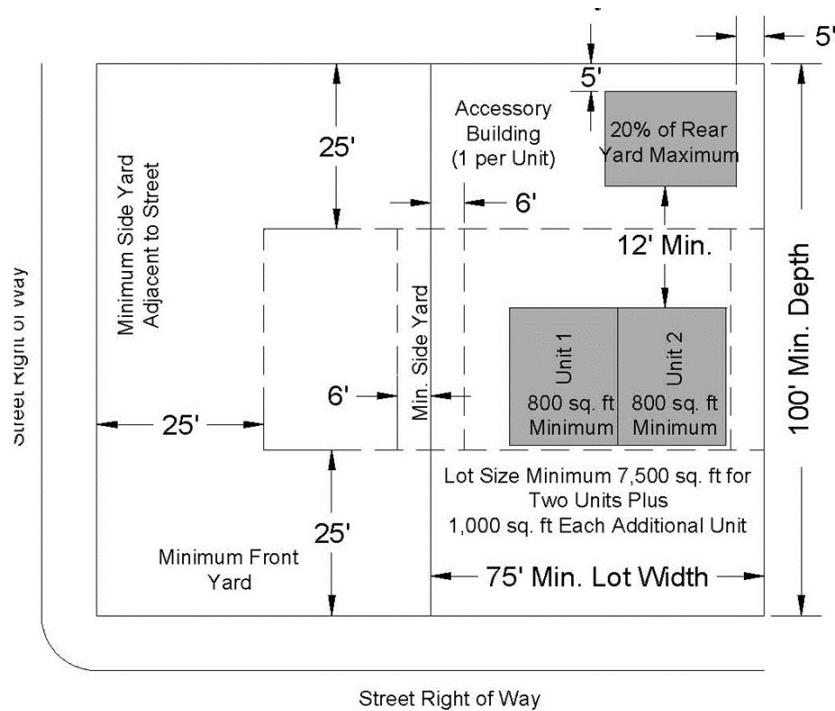
- A. Single family dwelling.
 1. Minimum lot area: 3,000 ft².
 2. Minimum lot width and lot frontage: 50 feet.
 3. Minimum lot depth: 60 feet.
 4. Minimum depth of front setback: 15 feet.
 5. Minimum depth of rear setback: 15 feet.
 6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
 7. Building size:
 - a. Maximum coverage as a percentage of lot area: 40%.
 - b. Single family dwelling: 1,000 ft².
 8. Accessory buildings:
 - a. Maximum accessory buildings coverage of rear yard: 20%.
 - b. Maximum number of accessory buildings: one.
 - c. Minimum depth of side setback: five feet.
 - d. Minimum depth of rear setback: five feet.
 - e. Minimum depth from the edge of the main building: 12 feet.
 9. Maximum height of structures: 35 feet.
 10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



B. Two-to-four family.

1. Minimum lot area: 7,500 ft² for two dwelling units, plus 1,000 ft² for each additional dwelling unit.
2. Minimum lot width and lot frontage: 75 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: six feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum coverage as a percentage of lot area: 40%.
 - b. Minimum area of each dwelling unit: 800 ft².
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if

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



c. Townhouse/Condominium.

1. Minimum lot area: 3,000 ft² per unit.
2. Minimum average lot width and lot frontage: 30 feet.
3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum building coverage as a percentage of lot area: 40%
 - b. Minimum area of each Townhouse dwelling unit: 800 ft².
 - c. Minimum area of each Condominium of each dwelling unit: 500 ft² for one bedroom or less, plus 125 ft² of floor area for each additional bedroom.
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.

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

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

vehicles of this ordinance. (Ord. No. 2021-O-28 , § 1, passed 9-7-2021)

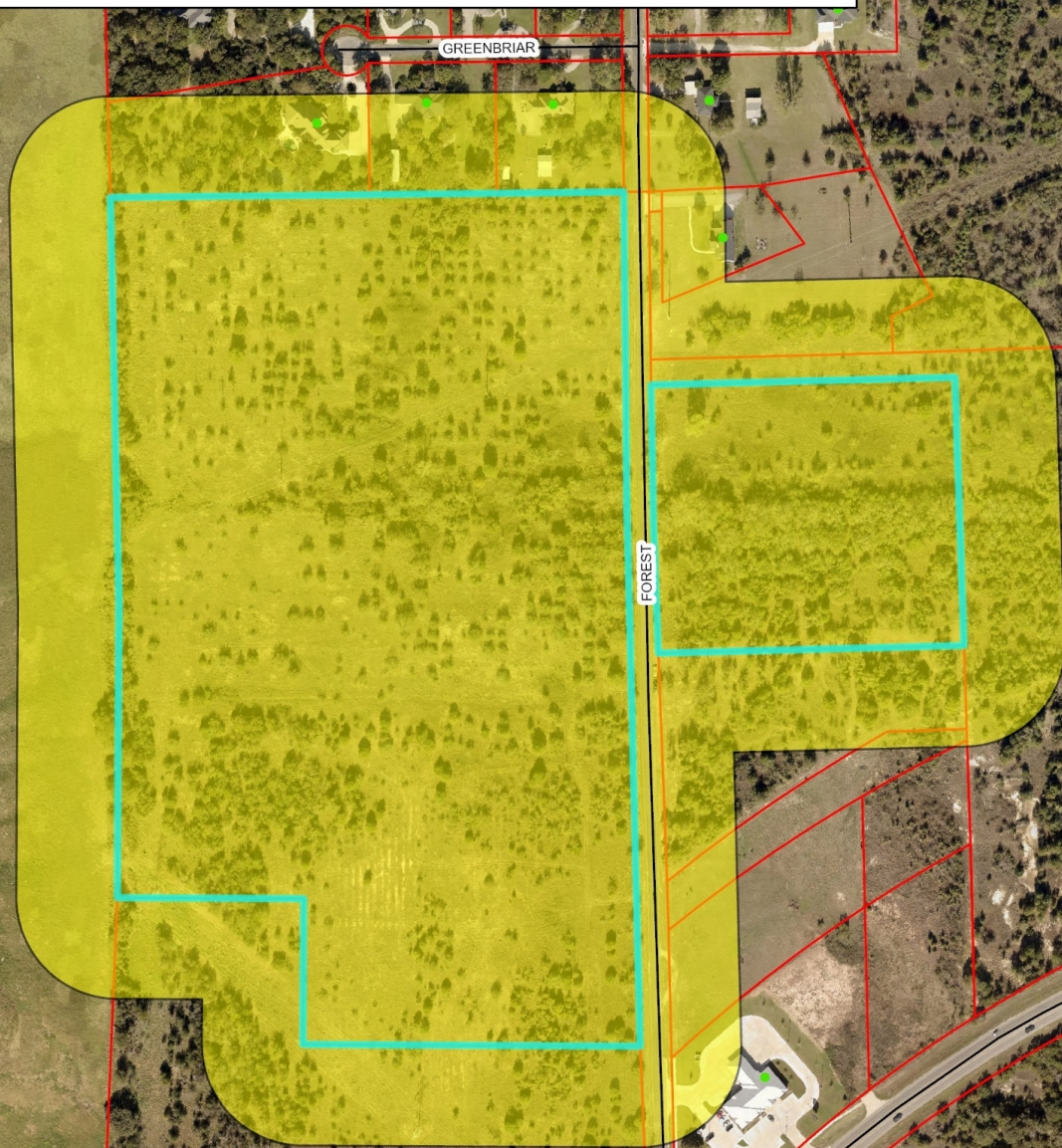
FACTORS TO CONSIDER:

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

ALTERNATIVES:

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

Parcels R77510 & R78517 200 Ft Buffer Map



Legend

- Addresses
- Roads
- ▭ Parcels
- ▭ 200 Ft Buffer



0 115 230 460 690 920 1,150 Feet

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



Parcels R77510 & R78517

Current Zoning - PD & Single Family

Legend

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



0 115 230 460 690 920 1,150 Feet

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

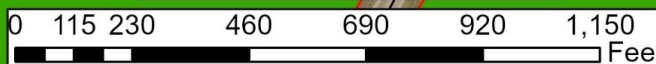


Parcels R77510 & R78517

Future Land Use 2023 - Single Family

Legend

- Addresses
- Roads
- Future Land Use 2023
 - 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
- ▭ Parcels

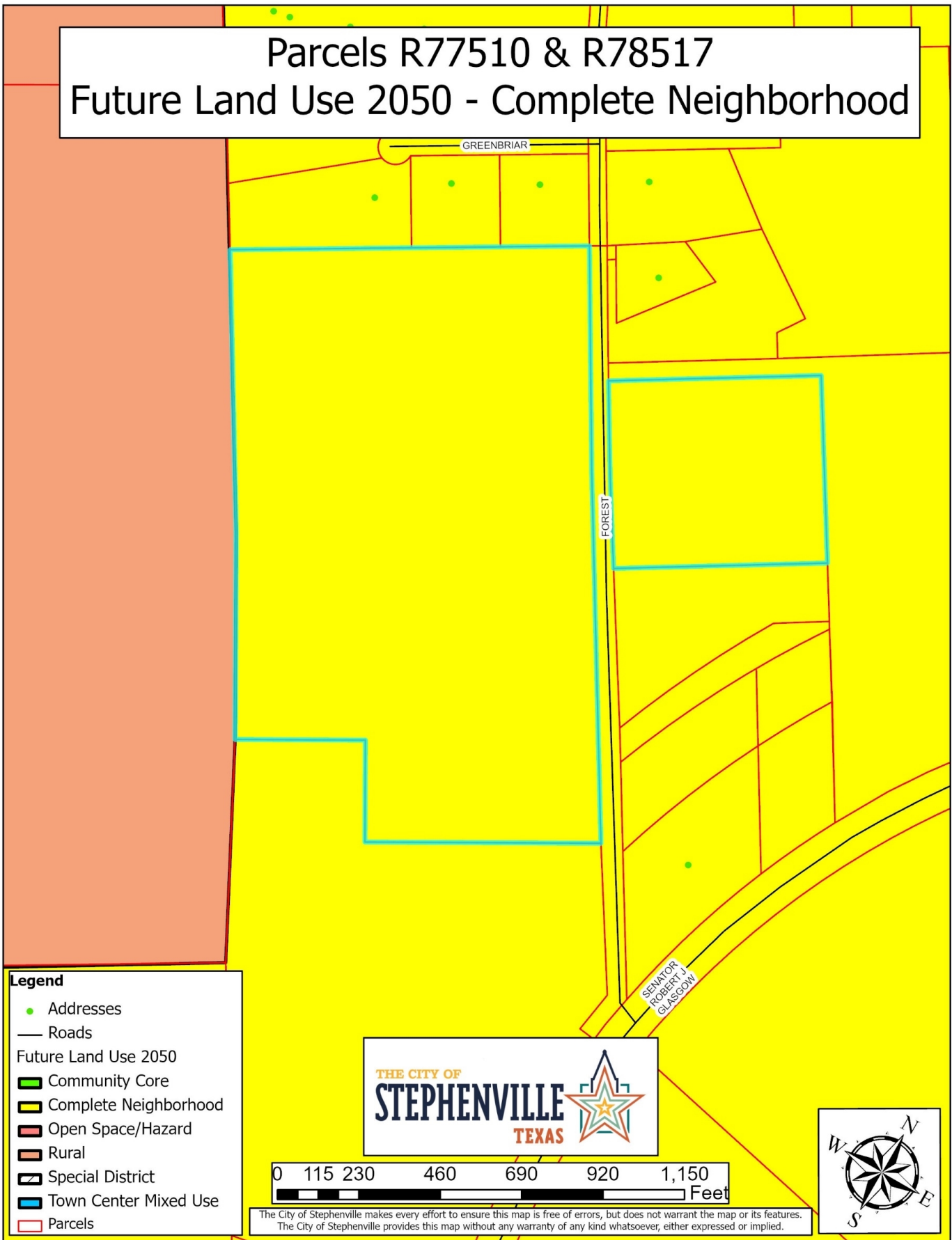


The City of Stephenville makes every effort to ensure this map is free of errors, but does not warrant the map or its features.
The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.



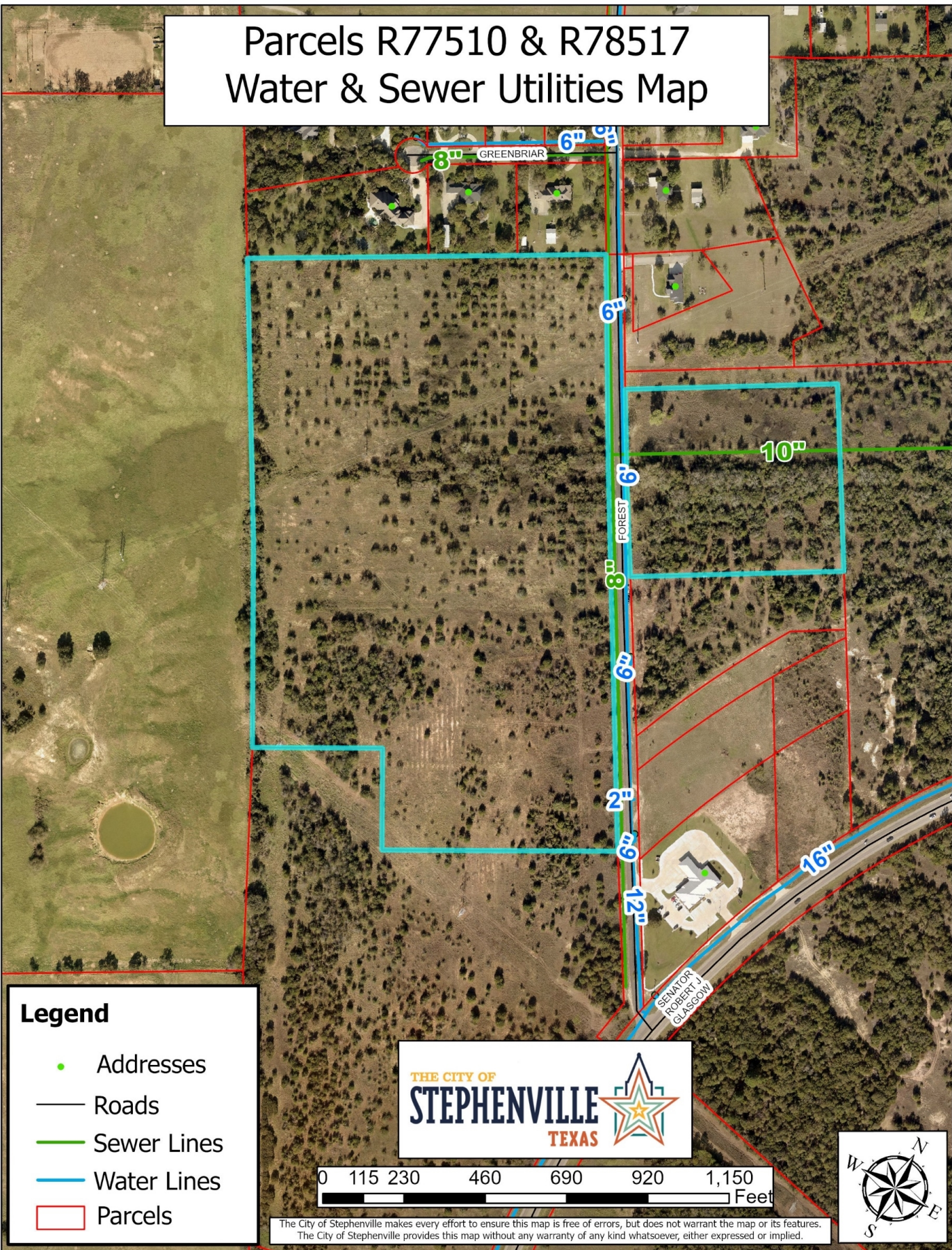
Parcels R77510 & R78517

Future Land Use 2050 - Complete Neighborhood



Parcels R77510 & R78517

Water & Sewer Utilities Map



Parcel ID R77510 & R78517 200 Ft Buffer Addresses

Parcel ID	Parcel Address	Parcel Owner	Owner Address	City	State	Zip Code
R000022427	0 SENATOR ROBERT J GLASGOW LOOP	ALLEN REAL PROPERTIES LTD ET AL	PO BOX 953	STEPHENVILLE	TX	76401
R000078517	0 FOREST LN	BRUNER GREG & 2012 GBAT INVESTMENT PROPERTIES LLC	128 GREENBRIAR	STEPHENVILLE	TX	76401
R000075205	128 GREENBRIAR	BRUNER GREGORY D & LYNDIA G	128 GREENBRIAR	STEPHENVILLE	TX	76401-1623
R000067031	100 GREENBRIAR	BUTLER ELIZABETH A & LANNY W BUTLER	100 GREENBRIAR	STEPHENVILLE	TX	76401
R000077380	0 FOREST LANE	CITY OF STEPHENVILLE	298 W WASHINGTON	STEPHENVILLE	TX	76401-4257
R000059602	0 FOREST LANE	ERATH COUNTY	100 W WASHINGTON	STEPHENVILLE	TX	76401-0000
R000044228	730 FOREST LANE	FRIEDRICH CINDY AND DALLY FRIEDRICH	566 HILLCREST DR	STEPHENVILLE	TX	76401
R000067033	120 GREENBRIAR	HELLER VICTOR LEE & ANDREA L HELLER	120 GREENBRIAR	STEPHENVILLE	TX	76401
R000067034	135 GREENBRIAR	JOHNSON VICKY	135 GREENBRIAR	STEPHENVILLE	TX	76401
R000077510	0 FOREST LN	PECAN LANDING DEVELOPMENT, INC.	125 RIVER NORTH BLVD.	STEPHENVILLE	TX	76401
R000022438	0 SENATOR ROBERT J GLASGOW LOOP	SLADE CAPITAL LLC	PO BOX 731	STEPHENVILLE	TX	76401
R000044825	0 HIGHLAND VIEW DR	SLADE CAPITAL LLC	PO BOX 731	STEPHENVILLE	TX	76401
R000072455	0 FOREST LANE	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000069040	0 FOREST LN	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000069044	0 FOREST LN	STEPHENVILLE RENTALS LLC	181 S GRAHAM	STEPHENVILLE	TX	76401
R000050763	0 FOREST LANE	STONE MICHELLE	700 FOREST LANE	STEPHENVILLE	TX	76401
R000076976	700 FOREST LANE	STONE MICHELLE	700 FOREST LANE	STEPHENVILLE	TX	76401
R000069042	0 FOREST LN	WELLINGTON STATE BANK	PO BOX 1032	WELLINGTON	TX	79095
R000076370	2895 SENATOR ROBERT J GLASGOW LOOP	WELLINGTON STATE BANK	PO BOX 1032	WELLINGTON	TX	79095
R000023916	0 CR386 (OFF)	WHITEFIELD DONNA & LINDA HARDIN LIVING TRUST	23002 RED RIVER DR	KATY	TX	77450

ORDINANCE NO. 2025-O-_____

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

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

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

0 Forest Ln, Parcel R78517, being 7.35 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas

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

PASSED AND APPROVED this the 1st day of April 2025.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

STAFF REPORT

SUBJECT: Case No.: PD2024-018

Applicant Joel Allen, representing Pecan Landing, LLC., is requesting the repeal of Ordinance 2023-0-08 relating to the approval of the Planned Development for 0 Forest Ln, Parcel R77510, being 36.765 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas.

DEPARTMENT: Development Services

STAFF Steve Killen, Director of Development Services

CONTACT:

RECOMMENDATION:

The Planning and Zoning Commission convened on March 19, 2025, and by a unanimous vote of 5/0, recommended the City Council repeal Ordinance 2023-O-08.

BACKGROUND:

This parcel will be developed under straight zoning and land use regulations of the R-2.5 zoning district if the rezone request is approved.

ALTERNATIVES:

- 1) Accept the recommendation of the Planning and Zoning Commission and repeal the Planned Development.
- 2) Deny the request to repeal the Planned Development.

ORDINANCE NO. 2025-O-xx

AN ORDINANCE REPEALING ORDINANCE NO. 2023-O-08 REZONING THE LAND DESCRIBED FROM SINGLE FAMILY (R-1) AND ONE-AND-TWO FAMILY (R-2) TO PLANNED DEVELOPMENT (PD)

WHEREAS the property owner has requested that the Planned Development approved in Ordinance No. 2023-O-08 be repealed.

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

Ordinance 2023-0-08 Relating to the Approval of the Planned Development for 0 Forest Ln, Parcel R77510, being 36.765 acres of the A0515 MOTLEY WILLIAM Abstract of the City of Stephenville, Erath County, Texas is hereby repealed from the Zoning Code for the City of Stephenville, Texas.

PASSED AND APPROVED this the 1st day of April 2025.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason M. King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

The logo for the City of Stephenville, Texas, features the text "THE CITY OF" in a small, orange, sans-serif font above the word "STEPHENVILLE" in a large, bold, dark blue, serif font. Below "STEPHENVILLE" is the word "TEXAS" in a bold, orange, sans-serif font. To the right of the text is a stylized five-pointed star with a blue outline and a yellow center, set against a white background.

Case No.: RZ2025-010

STAFF CONTACT: Steve Killen, Director of Development Services

Parcel R28762
Water & Sewer Utilities

Legend

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

THE CITY OF STEPHENVILLE, TEXAS

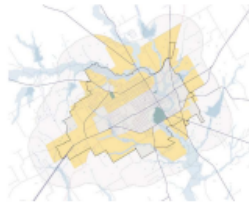
Scale: 0 35 70 140 210 280 350 Feet

North Arrow



Complete Neighborhood

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



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

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

5.8.B Permitted Uses.

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

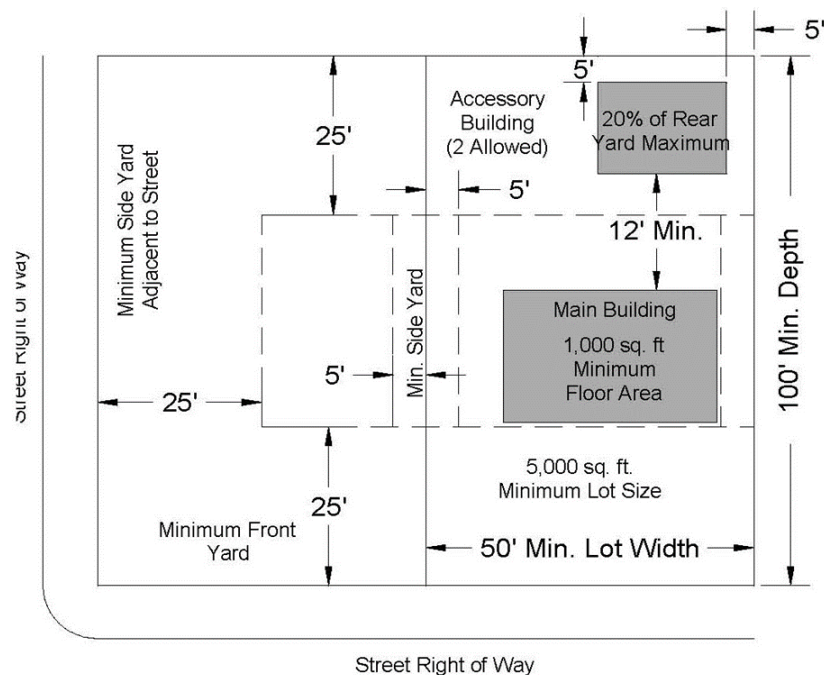
5.8.c Conditional Uses.

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

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

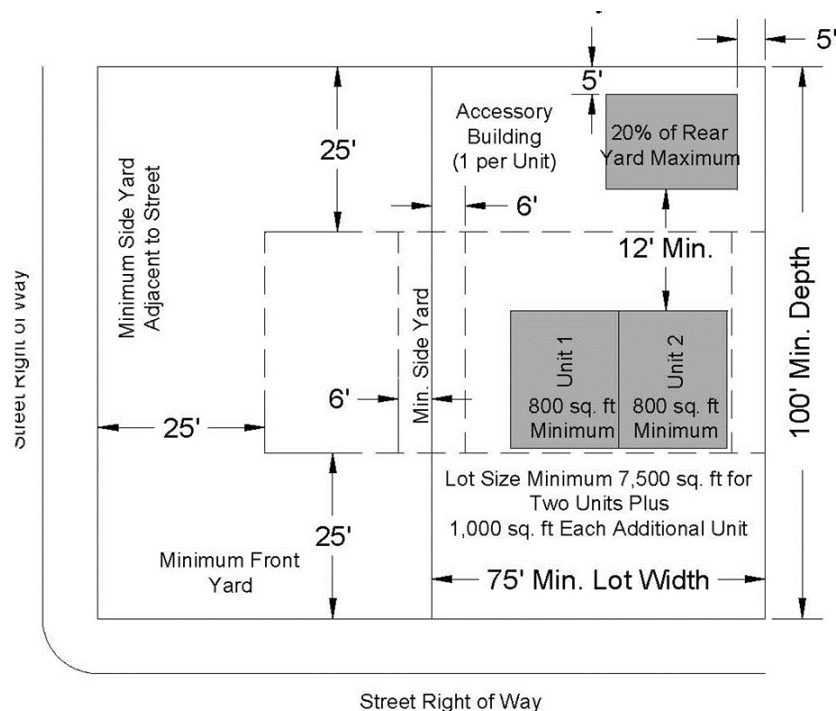
- A. Single family dwelling.
 1. Minimum lot area: 3,000 ft².

2. Minimum lot width and lot frontage: 50 feet.
3. Minimum lot depth: 60 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum coverage as a percentage of lot area: 40%.
 - b. Single family dwelling: 1,000 ft².
8. Accessory buildings:
 - a. Maximum accessory buildings coverage of rear yard: 20%.
 - b. Maximum number of accessory buildings: one.
 - c. Minimum depth of side setback: five feet.
 - d. Minimum depth of rear setback: five feet.
 - e. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



- B. Two-to-four family.
1. Minimum lot area: 7,500 ft² for two dwelling units, plus 1,000 ft² for each additional dwelling unit.
 2. Minimum lot width and lot frontage: 75 feet.

3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: six feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum coverage as a percentage of lot area: 40%.
 - b. Minimum area of each dwelling unit: 800 ft².
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.



- c. Townhouse/Condominium.
 1. Minimum lot area: 3,000 ft² per unit.
 2. Minimum average lot width and lot frontage: 30 feet.

3. Minimum lot depth: 100 feet.
4. Minimum depth of front setback: 15 feet.
5. Minimum depth of rear setback: 15 feet.
6. Minimum width of side setback:
 - a. Internal lot: five feet.
 - b. Corner lot: 15 feet from intersecting side street.
7. Building size:
 - a. Maximum building coverage as a percentage of lot area: 40%
 - b. Minimum area of each Townhouse dwelling unit: 800 ft².
 - c. Minimum area of each Condominium of each dwelling unit: 500 ft² for one bedroom or less, plus 125 ft² of floor area for each additional bedroom.
8. Accessory buildings:
 - a. Maximum accessory building coverage of rear yard: 20%.
 - b. Maximum area of each accessory building: 200 ft².
 - c. Maximum number of accessory buildings: one per unit.
 - d. Minimum depth of side setback: five feet.
 - e. Minimum depth of rear setback: five feet.
 - f. Minimum depth from the edge of the main building: 12 feet.
9. Maximum height of structures: 35 feet.
10. Public, semi-public or public service buildings, hospitals, institutions or schools may not exceed a height of 60 feet. Churches, temples and mosques may not exceed 75 feet, if the building is set back from each yard line at least one foot for each two feet additional height above the height limit in this district.
11. Maximum density of Townhome or Condominium Housing within the R-2.5 District shall not exceed 14 units per acres with each unit platted separately.
12. Deviations from the required standards within the R-2.5 district will be subject to site plan review by the Planning and Zoning Commission and subsequent approval by City Council. Site plans should include renderings with elevations, a finish schedule and incorporate architectural designs that complement the existing structures of the area of integration.

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

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

FACTORS TO CONSIDER:

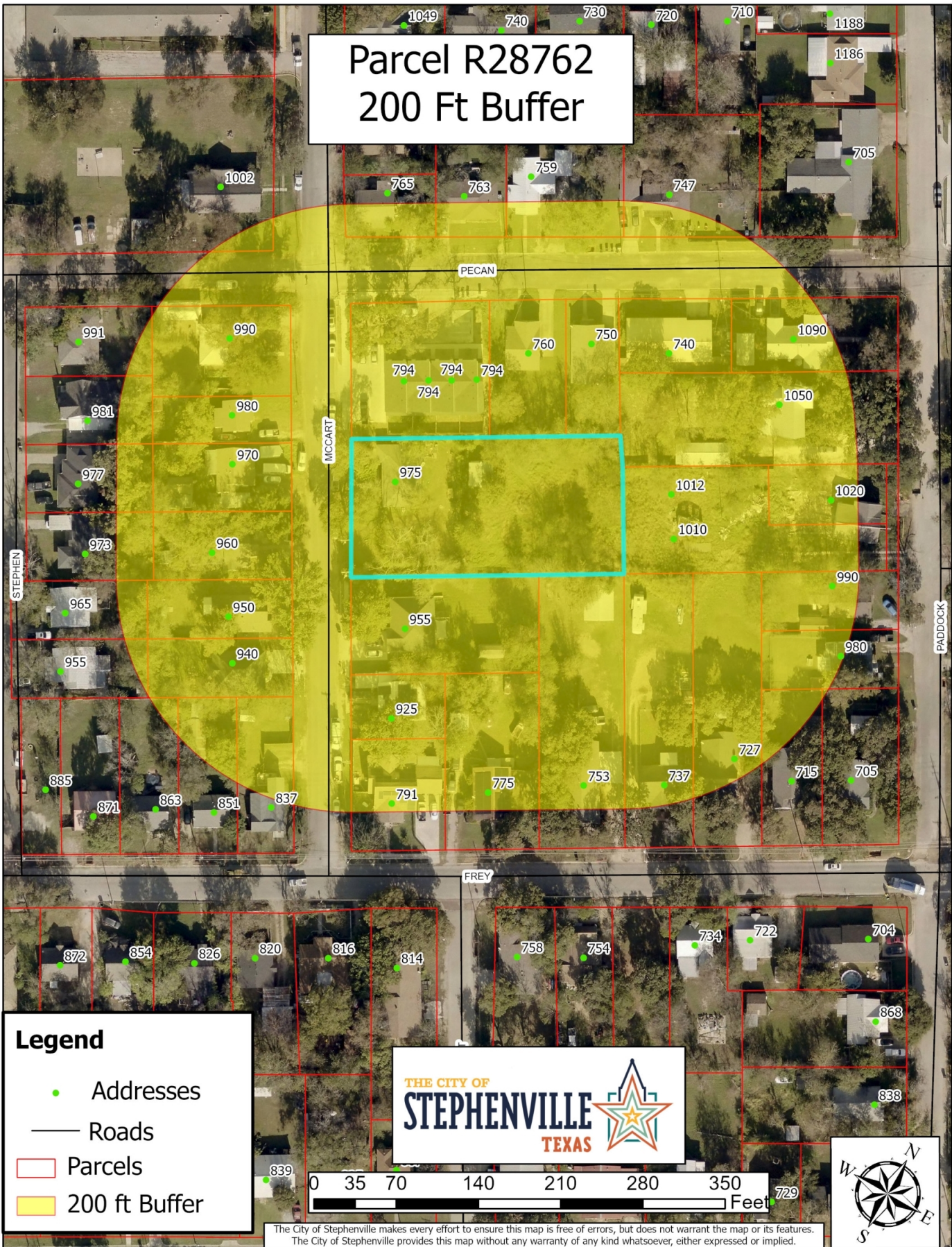
- Compliance with Comprehensive Plan?
- Is application consistent with Plan?
- If not, have conditions changed or new information been offered to support change?
- Surrounding Zoning and Land Use

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

ALTERNATIVES:

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

Parcel R28762 200 Ft Buffer



Legend

- Addresses
- Roads
- Parcels
- 200 ft Buffer



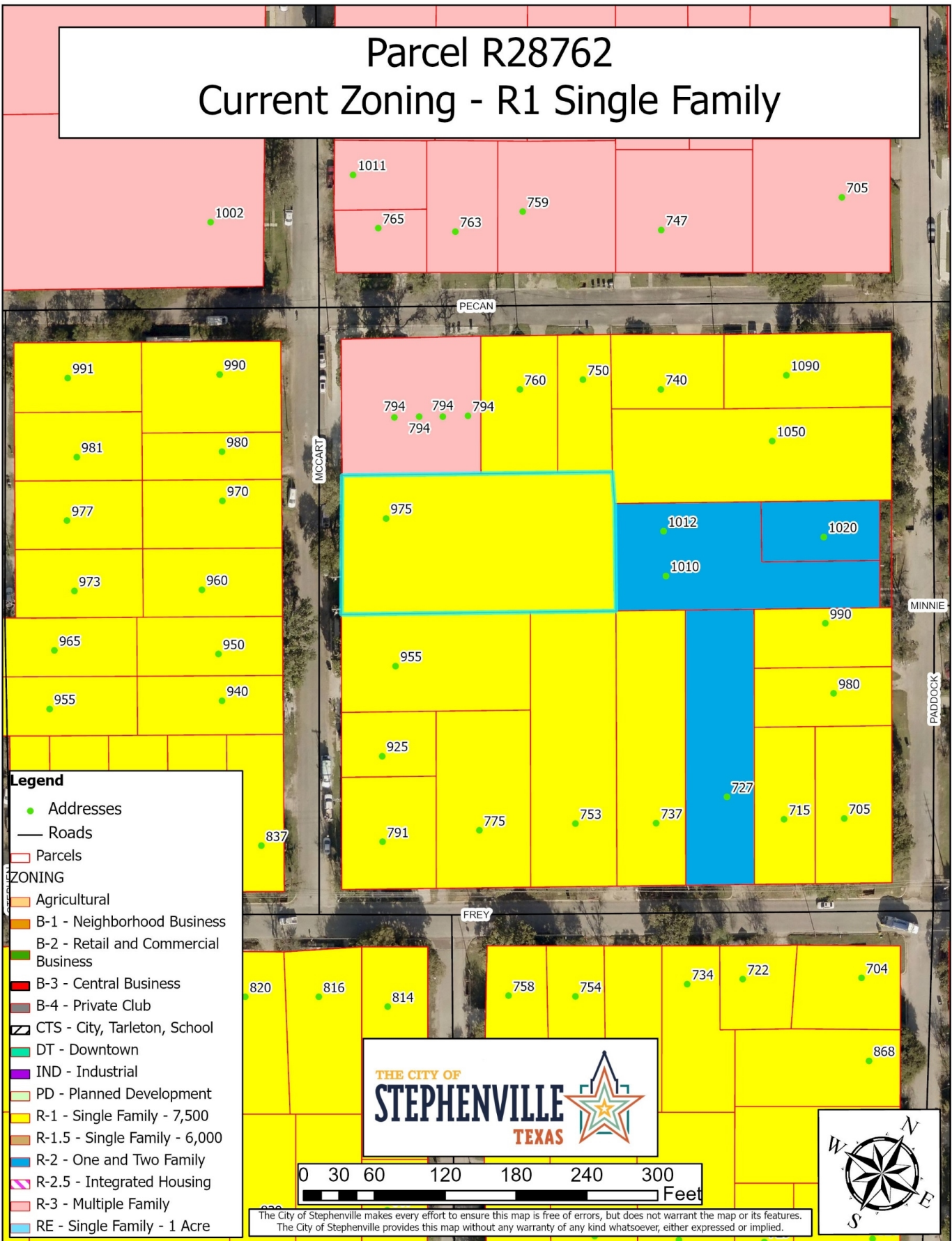
0 35 70 140 210 280 350 Feet



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

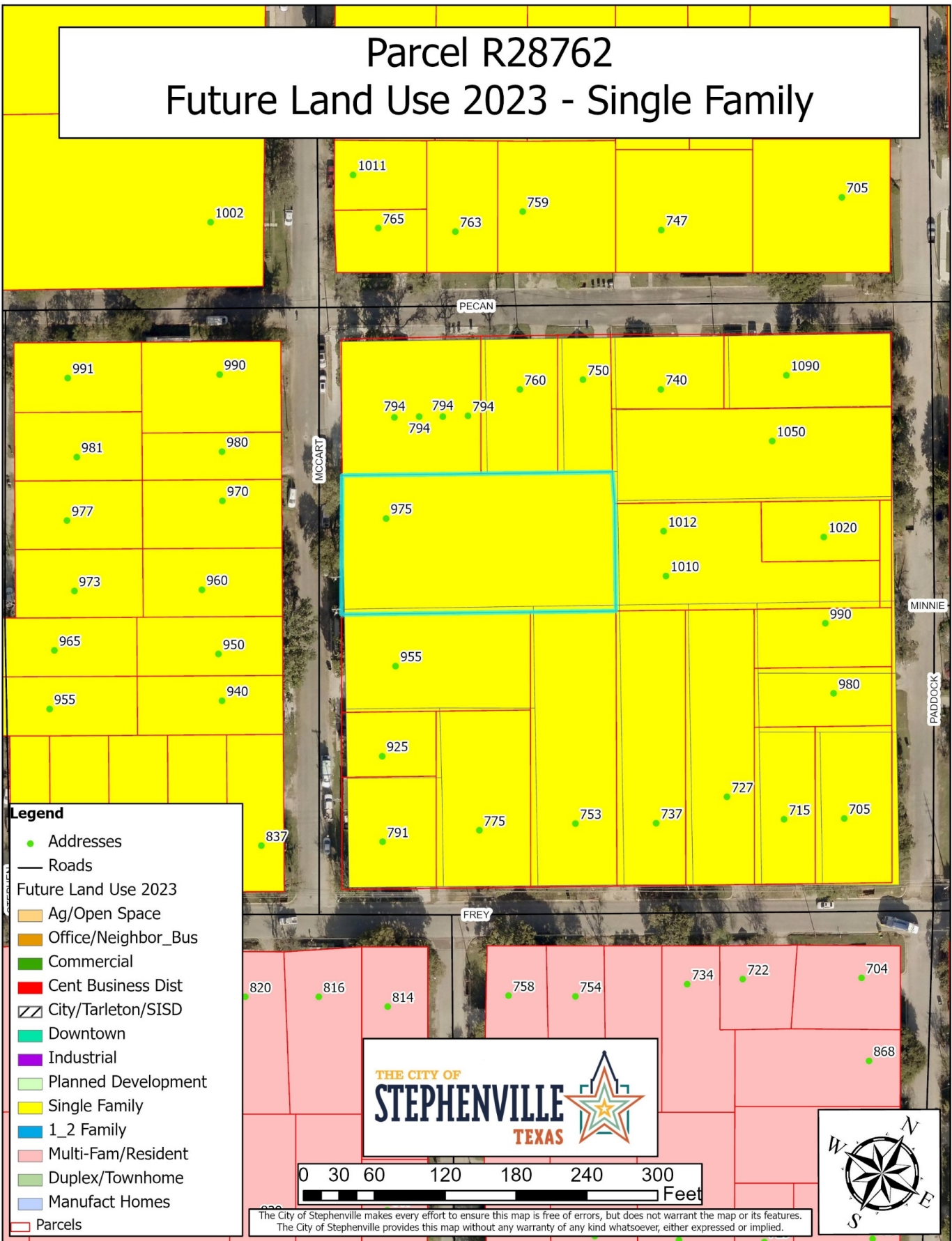
Parcel R28762

Current Zoning - R1 Single Family



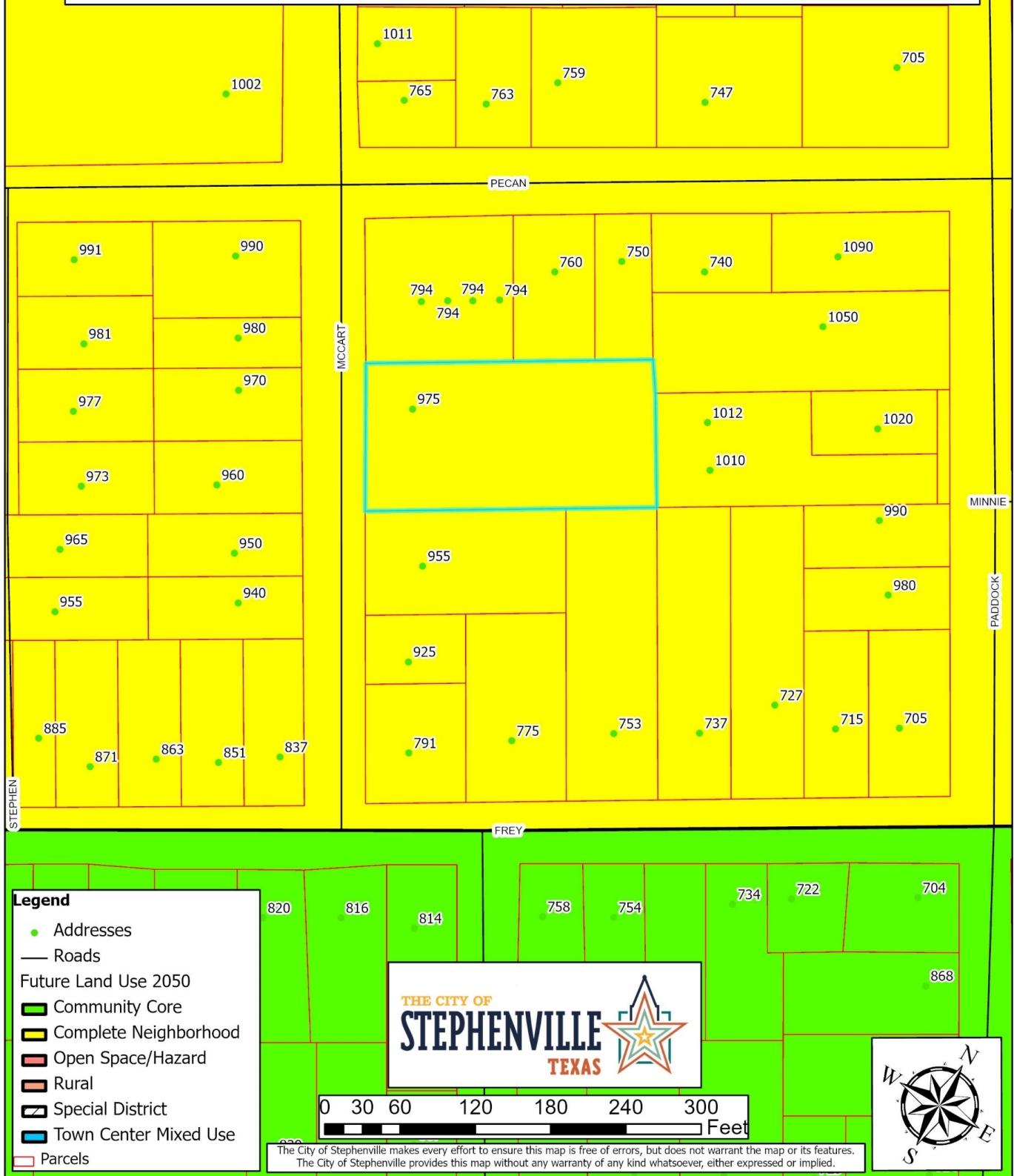
Parcel R28762

Future Land Use 2023 - Single Family

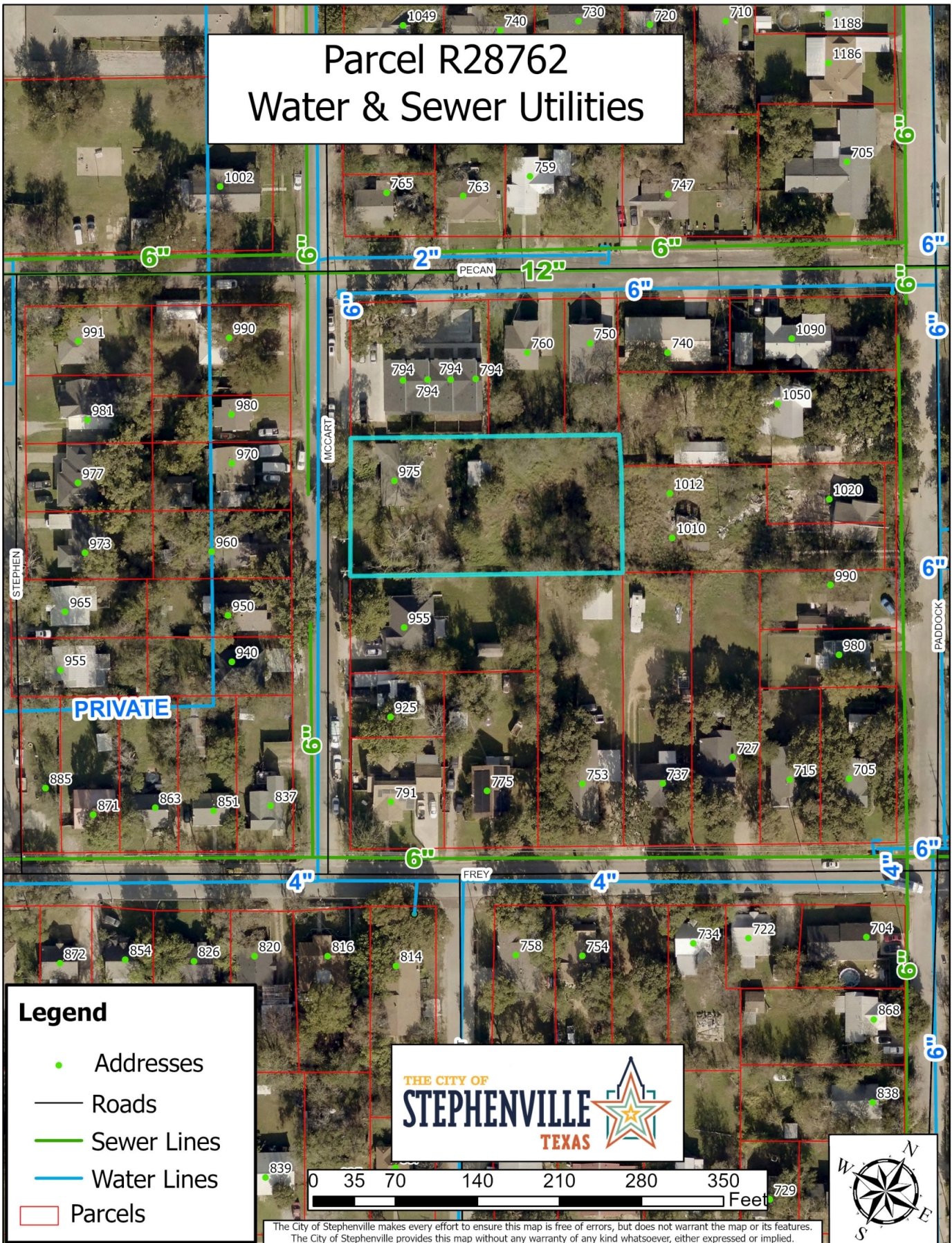


Parcel R28762

Future Land Use 2050 - Complete Neighborhood



Parcel R28762 Water & Sewer Utilities



Parcel ID R28762

200 Ft Buffer

Address

Parcel ID	Parcel Address	Owner Name	Owner Address	City	State	Zip Code
R000028776	991 STEPHEN	9K PROPERTIES LLC	118 CR102	CISCO	TX	76437
R000028780	851 FREY	AGUILAR DORTHY	851 FREY	STEPHENVILLE	TX	76401
R000028786	955 STEPHEN	ARTHUR MATTHEW L & CHERANE L ARTHUR	3770 GUENTHER RD	LA GRANGE	TX	78945
R000028756	1050 PADDOCK	ASHE VICTOR M & PRISCILLA %RIVERA SERENA D	1050 N PADDOCK	STEPHENVILLE	TX	76401
R000028754	1090 PADDOCK	AVELAR LOGAN TYLER	1090 N PADDOCK	STEPHENVILLE	TX	76401
R000028781	863 FREY	BARKEMEYER KESHA L	111 FOSSIL ROCK DR	AZLE	TX	76020
R000028753	705 FREY	BARNETTE MICHAEL & ASHLYN	705 WEST FREY	STEPHENVILLE	TX	76401
R000028765	753 FREY	BOREN LESLIE CHARLES	753 W FREY	STEPHENVILLE	TX	76401
R000028777	981 STEPHEN	BURSIEK SHARON & TIMOTHY BURSIEK	981 N STEPHEN	STEPHENVILLE	TX	76401
R000028775	960 MCCART	BYRD FAMILY INVESTMENTS LLC	115 BRIDLE PATH DR	STEPHENVILLE	TX	76401
R000028773	990 MCCART	COWBOY HERITAGE INVESTMENTS, LLC	1707 CR112	STEPHENVILLE	TX	76401
R000028752	715 W FREY	DOLLARHIDE KIRSTEN	715 W FREY	STEPHENVILLE	TX	76401
R000028762	975 MCCART	DOWELL THURMAN	105 PASEO DEL PUEBLO NORTE	TAOS	NM	87571
R000028768	990 PADDOCK	FICK REBECCA A	990 N PADDOCK	STEPHENVILLE	TX	76401
R000028755	740 PECAN	FLOYD TOBY & SCARLET FLOYD	9753 FM3025	STEPHENVILLE	TX	76401
R000028758	760 PECAN	GASTON BEN AND CLAIR GASTON	8010 MANX DR	ROUND ROCK	TX	786811
R000028766	727 FREY	GREYHOUSE RENTALS LLC	175 CANYON LAKE RD	GORDON	TX	76453
R000028759	750 PECAN	HALE & HALE RENTALS, LLC	150 HARBIN DR, SUITE 430	STEPHENVILLE	TX	76401
R000028769	980 PADDOCK	HEWITT GEORGE JR	980 PADDOCK	STEPHENVILLE	TX	76401-5517
R000028767	737 W FREY	HIGDON BAILEE	737 W FREY	STEPHENVILLE	TX	76401
R000028757	995 MCCART	HORWATH TIMOTHY R & MELANIE A HORWATH LIVING TRUST	PO BOX 651	STEPHENVILLE	TX	76401
R000028778	977 N STEPHEN	KAYLOR FAMILY TRUST	465 DAWSON RD	WAXAHACHIE	TX	75167
R000028831	763 W PECAN	LAMB BENJAMIN & HAYLEY	763 W PECAN	STEPHENVILLE	TX	76401
R000028779	973 STEPHEN	LEGACY TRUST	PO BOX 1827	STEPHENVILLE	TX	76401
R000028772	980 MCCART	MCGILL DEBRA	125 SINGLE OAK LN	SANTO	TX	76472
R000076596	940 MCCART	NICHOLS SHERI	940 N MCCART	STEPHENVILLE	TX	76401
R000028784	950 MCCART	PHILLIPS MISTY G & JASON L PHILLIPS	2763 V2 CR4210	ATHENS	TX	75752
R000028771	837 FREY	ROHRBACH DAVID & CYNTHIA ROHRBACH	20100 QUAIL HOLLOW DR	CANYON	TX	79015
R000028763	955 MCCART	SCOGINS CHAD D	955 N MCCART	STEPHENVILLE	TX	76401
R000028809	747 PECAN	SERBIN RAUL & LISA PAYNE	747 PECAN	STEPHENVILLE	TX	76401
R000028764	775 FREY	STEPHENS GARY	791 W FREY	STEPHENVILLE	TX	76401
R000028761	791 FREY	STEPHENS GARY D & DEBRA	791 FREY	STEPHENVILLE	TX	76401
R000028785	965 STEPHEN	TEVIS WYATT DANIEL	965 N STEPHEN	STEPHENVILLE	TX	76401
R000028774	970 MCCART	THOMPSON TAEZER R & EMILY E	970 N MCCART ST	STEPHENVILLE	TX	76401
R000028834	1002 MCCART	TOUCHSTONE RANCH LAND LLC	PO BOX 2476	STEPHENVILLE	TX	76401
R000078522	1010 PADDOCK	TRIPLE W REMODELING, LLC AND	6800 WESTOVER DRIVE	GRANBURY	TX	76049
R000028770	1020 PADDOCK	TRIPLE W REMODELING, LLC AND	6800 WESTOVER DRIVE	GRANBURY	TX	76049
R000028830	765 PECAN	WALKER MADELINE	765 W PECAN	STEPHENVILLE	TX	76401
R000028828	759 PECAN	WOOD TROY & THEDRA	759 PECAN	STEPHENVILLE	TX	76401-0000

ORDINANCE NO. 2025-O-_____

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

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

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

975 N. McCart, Parcel R28762, being Blk 2, Lot 5 of the S2300 Butler Addition of the City of Stephenville, Erath County, Texas

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

PASSED AND APPROVED this 1st day of April 2025.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason King,
City Manager

Randy Thomas, City Attorney
Approved as to form and legality

COMMITTEE REPORT



REPORT TYPE: Nominations Committee Report
MEETING: March 18, 2025
Present: Maddie Smith, Lonn Reisman, Alan Nix
Absent: LeAnn Durfey
DEPARTMENT: Administration
STAFF CONTACT: Sarah Lockenour, City Secretary

DISCUSS AND APPROVE NOMINATIONS TO CITIZEN BOARDS AND COMMISSIONS

DISCUSSION: The committee met on March 18, 2025, to review nominations for Citizen Boards and Commissions with the discussion led by committee chair Maddie Smith.

The Nominations Committee considered the following nominations:

Main Street Advisory Board

Belle Dowell

COMMITTEE ACTION:

Main Street Advisory Board

Belle Dowell is a resident of Erath County.

Per Ordinance No. 2021-O-12, members must reside in Erath County and at least five (5) members must be residents of the city. Two of the Main Street Advisory Board members reside in the County which would leave the empty seat for a city resident only.

The ordinance could be revised at a later date but there is no action to take at this time.

Planning and Zoning Commission

MOTION by Maddie Smith, second by Alan Nix, to recommend to full Council to move James Stephenson from Alternate Place 1 to Place 7 as presented. MOTION CARRIED Yes 3, No 0, Abstained 0.

STAFF REPORT

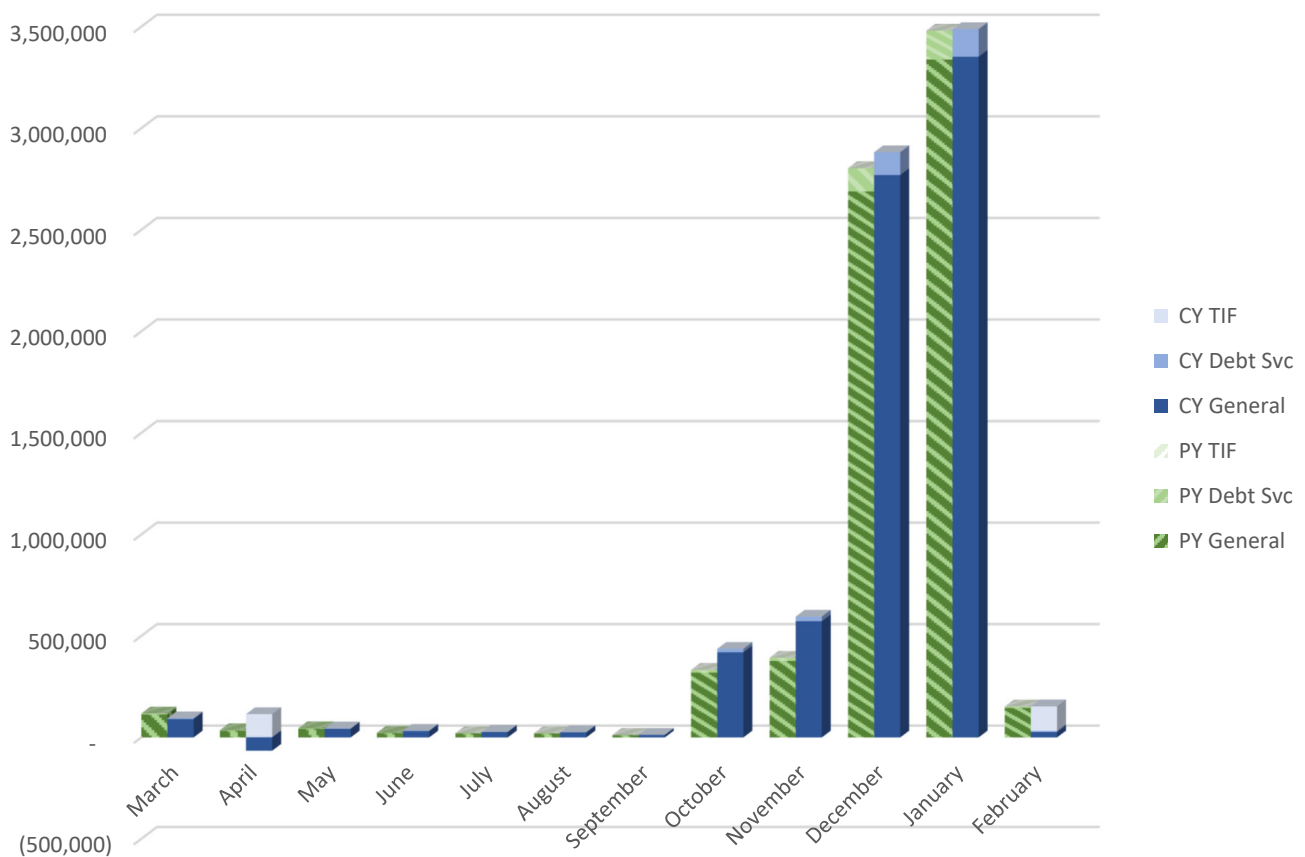


SUBJECT: Monthly Budget Report for the Period Ending February 28, 2025
DEPARTMENT: Finance
STAFF CONTACT: Monica Harris

BACKGROUND:

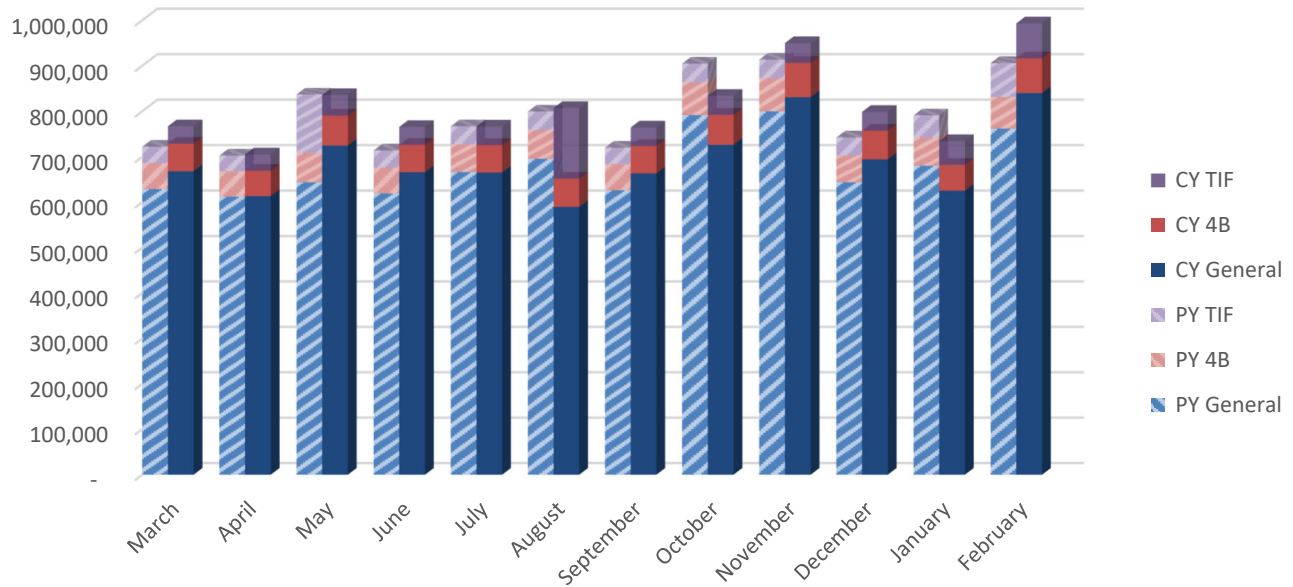
In reviewing the financial statements ending February 28, 2025, the financial indicators are overall as or better than anticipated.

Property Tax Collections
2 year 12 month rolling comparison

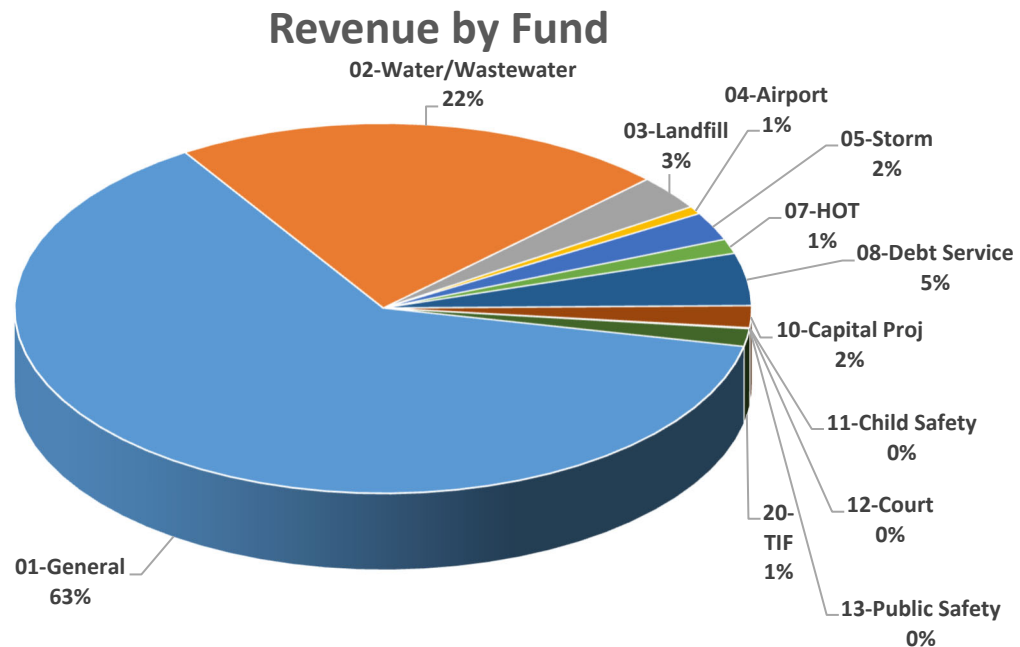


We received \$153K in property taxes in the month of February, resulting in a \$392K increase over the funds collected last fiscal year to date. The amount collected is 97% of the \$7.8 million budget, which is \$79K more than anticipated.

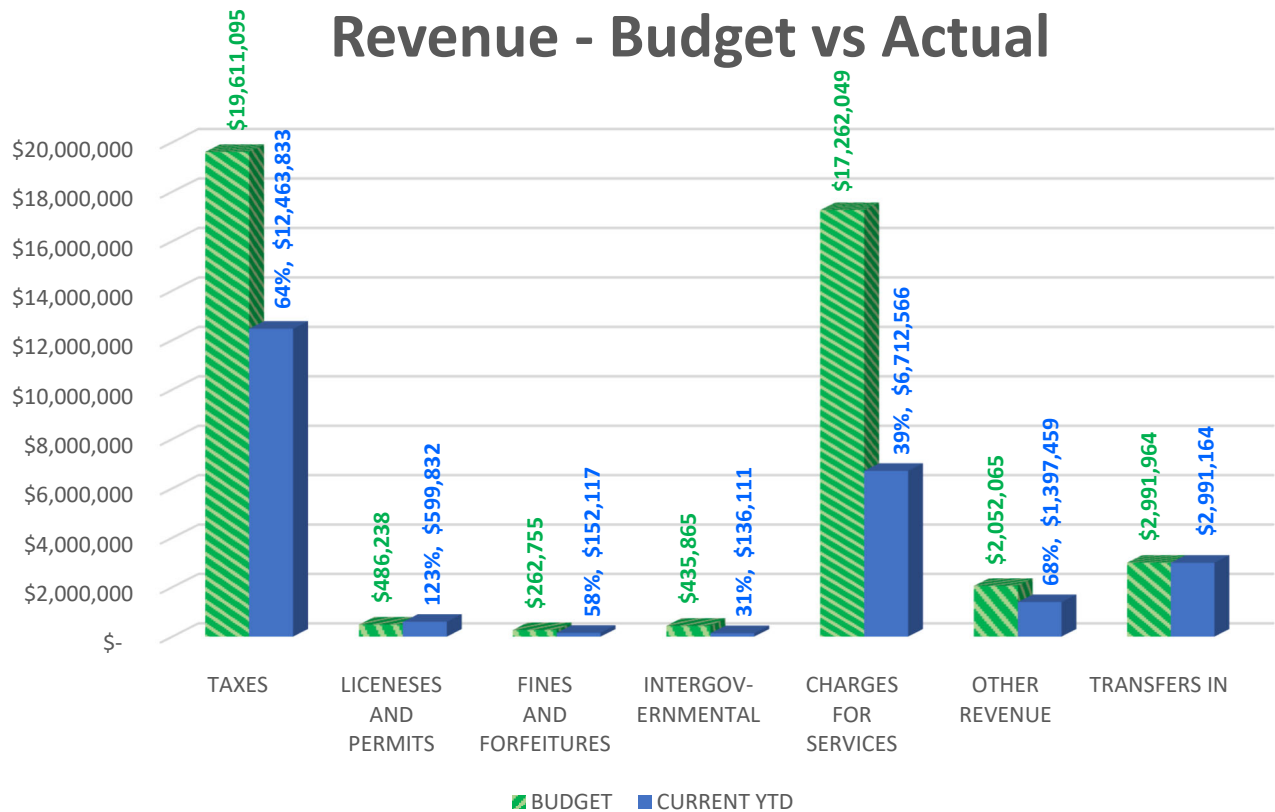
Sales and Use Tax 2 year 12 month rolling comparison



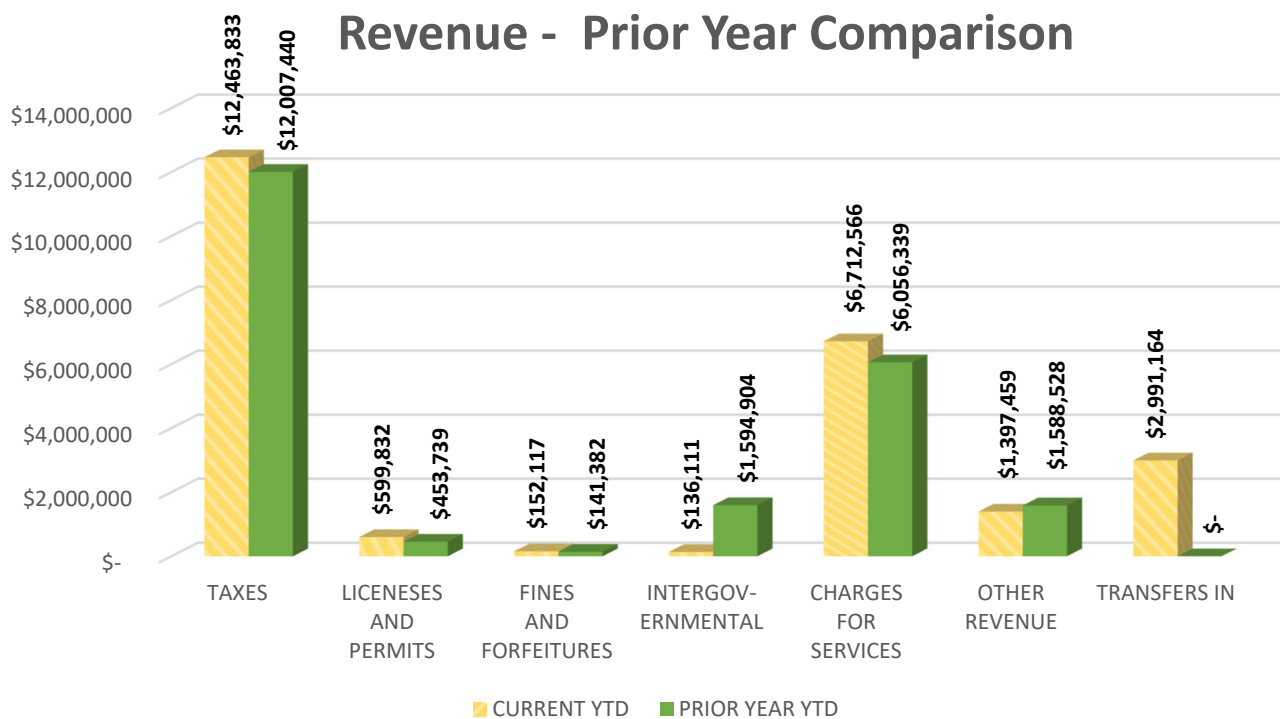
We received \$993K in sales tax in February, resulting in \$52K or 1% more than the funds collected last fiscal year to date. The amount collected is 46% of the \$9.4 million budget, which is \$142K higher than anticipated.



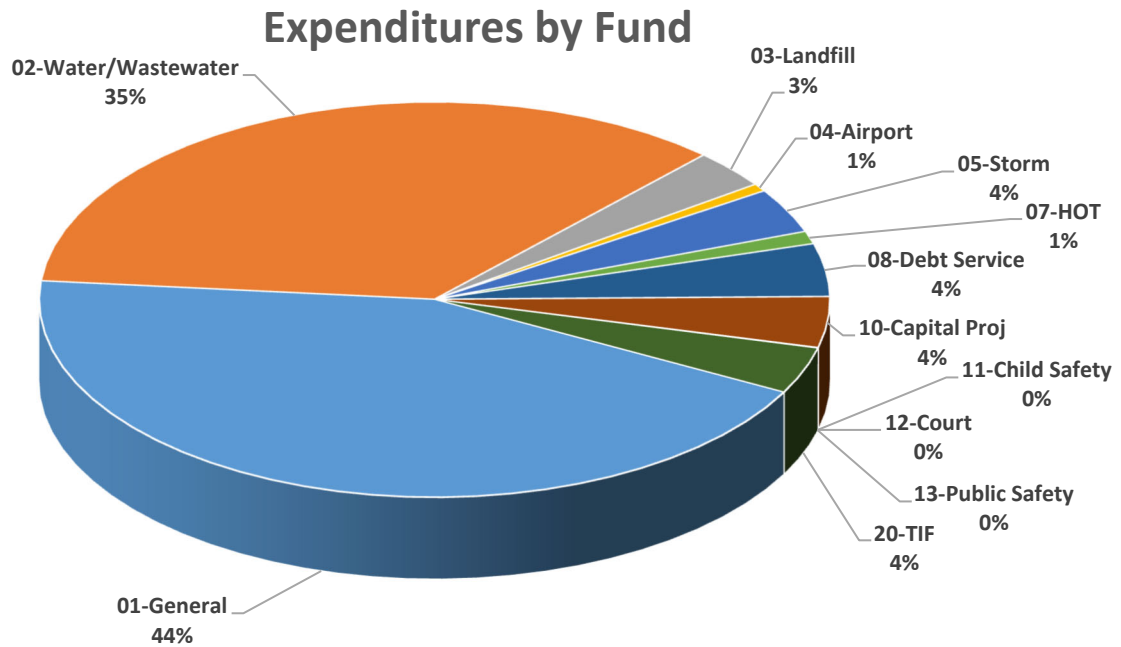
Of the \$24.4 million revenue received to date, 63% was received in the General Fund, 22% was received in the Water/Wastewater Fund, 5% was received in the Debt Service Fund, 3% was received in the Landfill Fund, 2% was received in the Capital Projects Fund, and 2% was received in the Storm Water Drainage Fund.



We received 54% of the total budgeted revenue through February, which is \$1.7 million more than anticipated due to taxes, licenses and permits, interest, and other revenue.

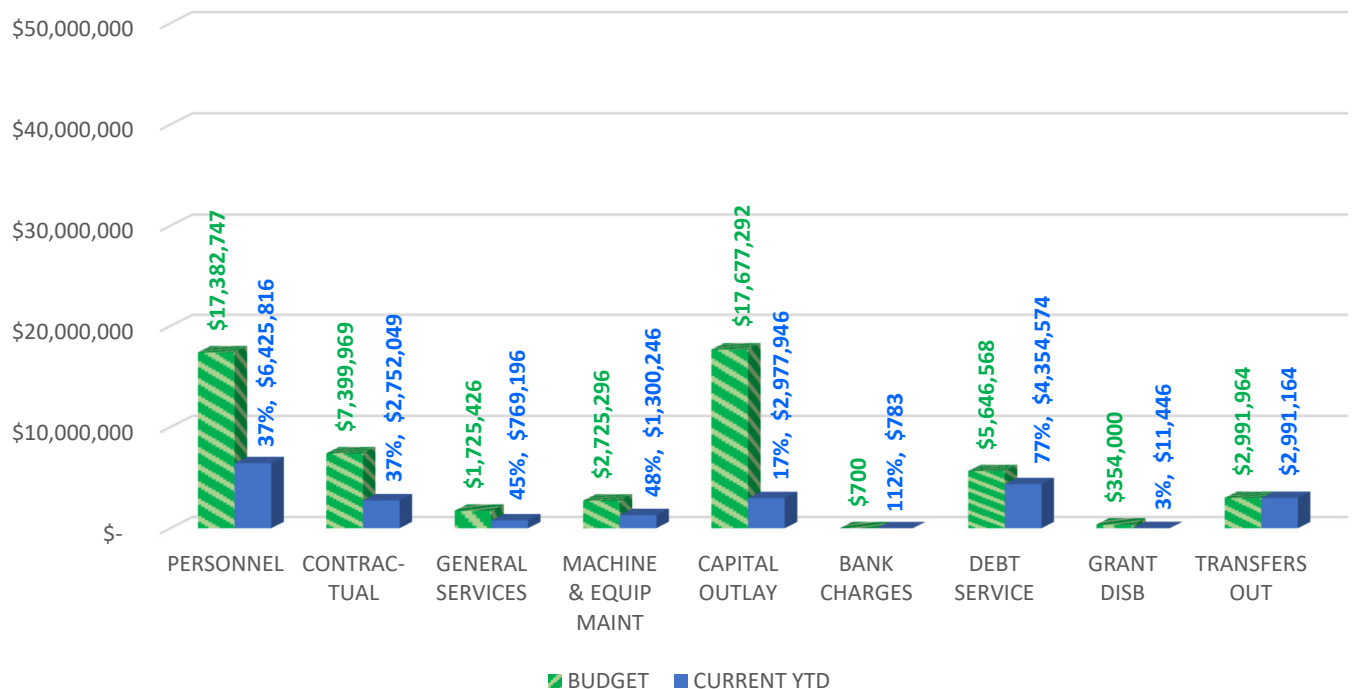


We received \$2.6 million more revenue through February than last fiscal year to date due to taxes, licenses and permits, and charges for services.



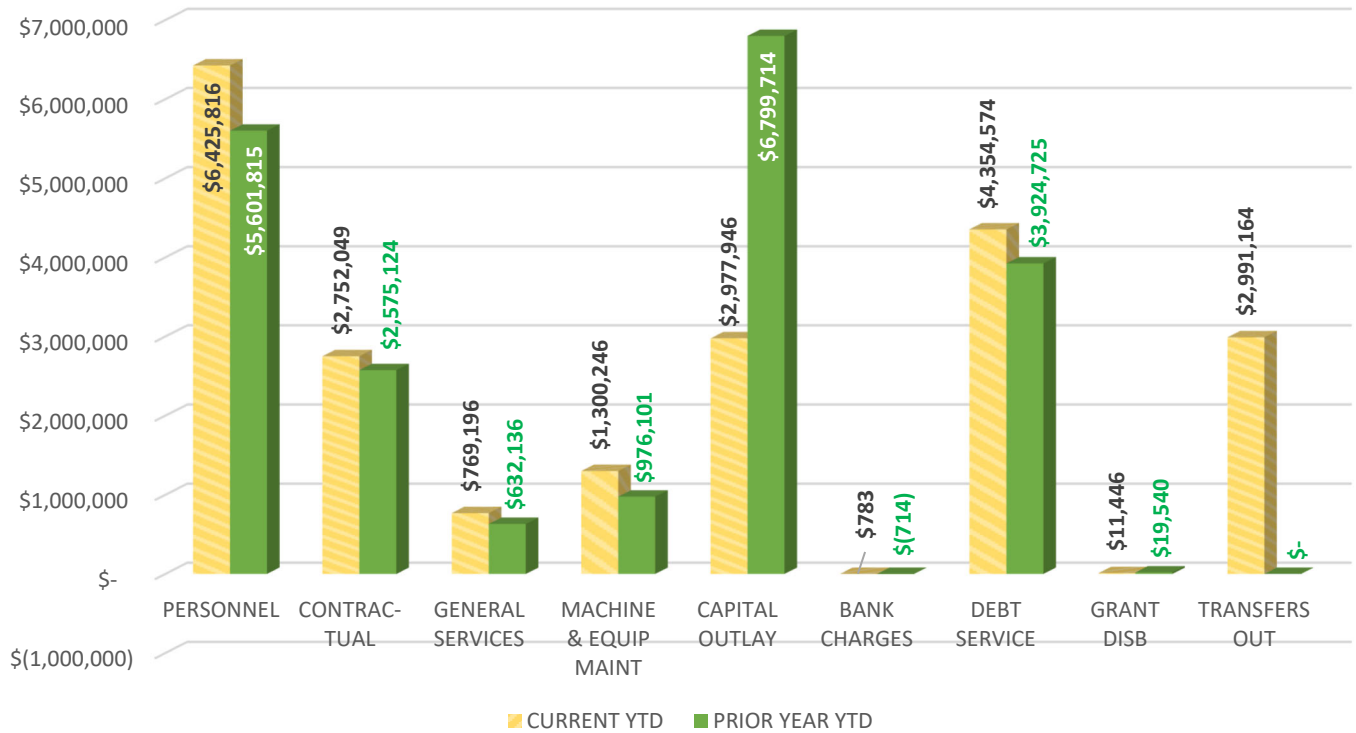
Of the \$21.5 million spent to date, 44% was expended in the General Fund, 35% was expended in the Water/Wastewater Fund, 4% was expended in the Storm Fund, 4% was expended in the Debt Service Fund, 4% was expended in the Capital Projects Fund, 4% was expended in the TIF Fund, and 3% was expended in the Landfill Fund.

Expenditures - Budget vs Actual



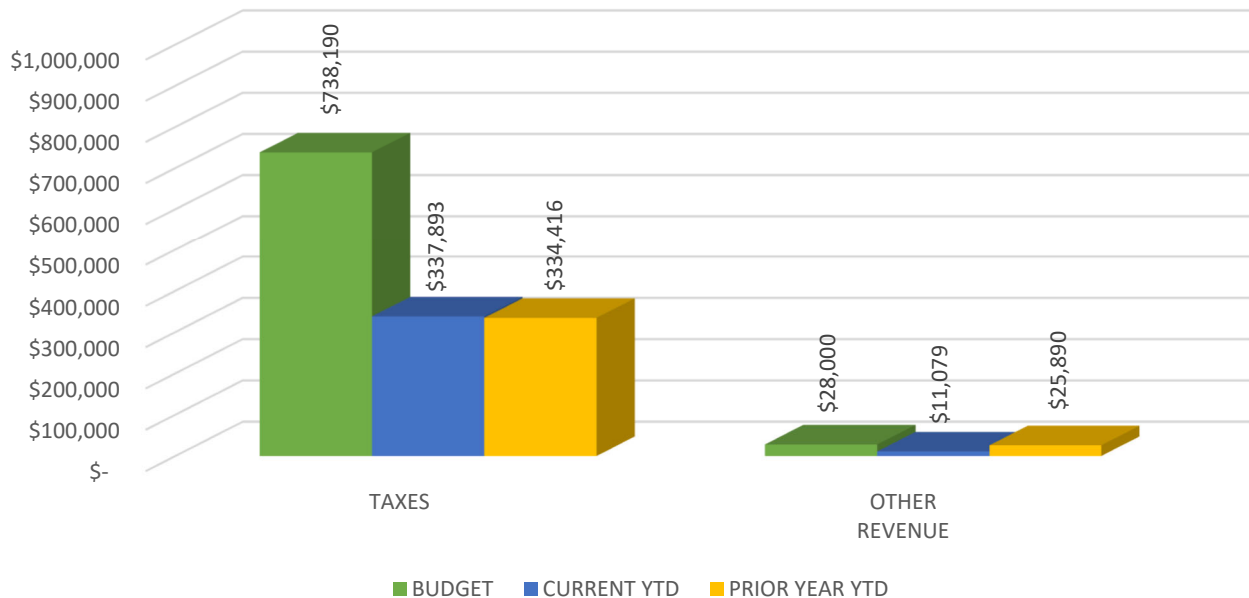
We have expended 35% of the total budgeted expenditures through February, which is \$5.4 million less than anticipated due to personnel, contractual, capital outlay, and grant disbursements.

Expenditures - Prior Year Comparison



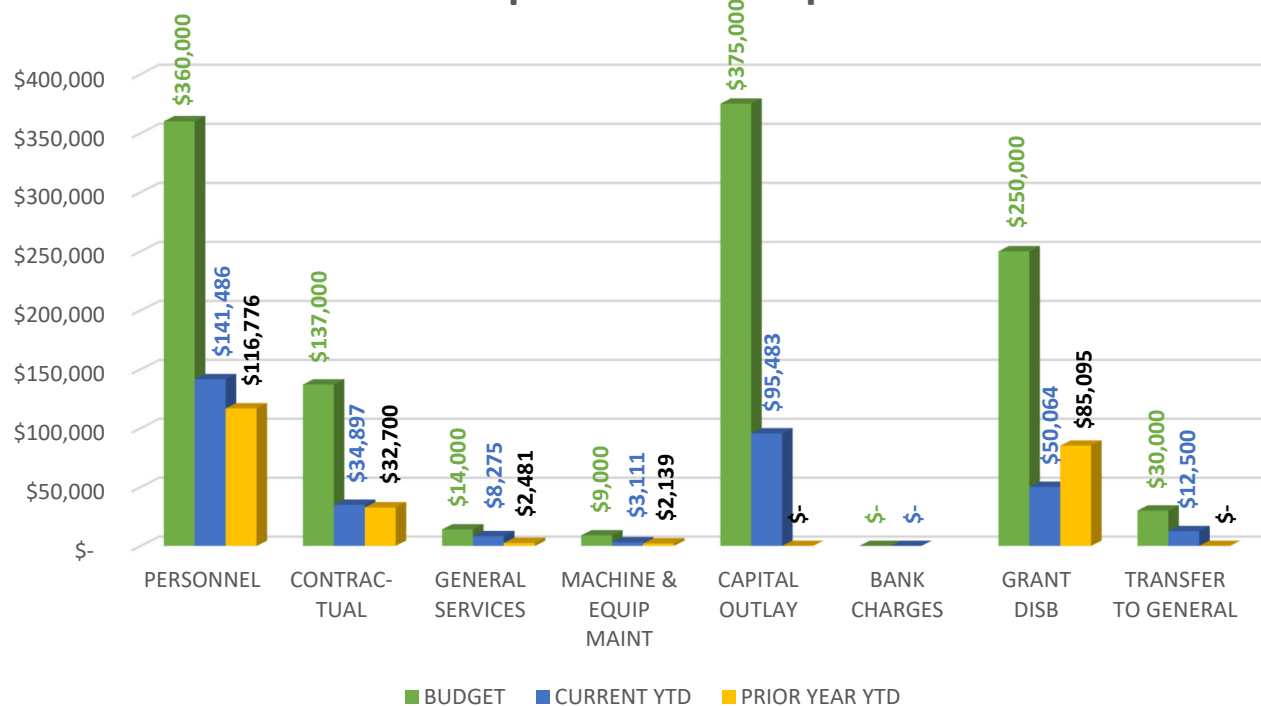
We spent \$1 million more on expenditures through February than last fiscal year to date due to personnel and equipment maintenance.

SEDA Revenue Comparison



SEDA has received an overall 46% of budgeted revenue through February, which is \$11K less than last fiscal year to date and \$13K more than anticipated due to taxes.

SEDA Expenditure Comparison



SEDA has spent an overall 29% of budgeted expenditures through February, which is \$106K more than last fiscal year to date due to personnel and capital outlay and \$128K less than anticipated due to contractual, capital outlay and grant disbursements.



CALL TO ORDER

The City Council of the City of Stephenville, Texas, convened on Tuesday, March 4, 2025, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Regular City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

Council Present:

Mayor Pro-Tem, Place 6 David Baskett
Place 1 LeAnn Durfey
Place 2 Gerald Cook
Place 3 Lonnie Reisman
Place 5 Maddie Smith
Place 7 Brandon Greenhaw
Place 8 Alan Nix

Council Absent:

Mayor Doug Svien
Place 4 Dean Parr

Others Attending:

Jason King, City Manager
Randy Thomas, City Attorney
Sarah Lockenour, City Secretary

Mayor Pro Tem Baskett called the Regular Meeting to order at 05:30 PM.

PLEDGES OF ALLEGIANCE

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

INVOCATION

Christi Barnes from Timber Ridge Church voiced the invocation.

PRESENTATIONS AND RECOGNITIONS

1. **Recognition of Community Partners - Pastor Bearden, Graham Street Church of Christ; Pastor Dittfurth, Cornerstone Assembly of God; and Mr. VW Stephens, City Limits.**

Chief Harris presented certificates of appreciation to Pastor Bearden, Graham Street Church of Christ; Pastor Dittfurth, Cornerstone Assembly of God; and Mr. VW Stephens, City Limits for their efforts to provide warming centers during the last significant weather events.

CITIZENS GENERAL DISCUSSION

Officer Hayden Bridges, Stephenville Police Association, and Officer Colby Stone, Stephenville Police Association, addressed the Council regarding Police pay.

REGULAR AGENDA

2. **Consider Approval of an Assessment Resolution for Steering Committee of Cities Served by Atmos**

City Manager Jason King presented this item to the Council.

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of 186 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 186 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

MOTION by Alan Nix, second by Maddie Smith, to Approve Resolution 2025-R-03 Authorizing Membership in the Atmos Steering Committee and payment of the invoice as presented.
MOTION CARRIED Yes 7, No 0, Abstained 0.

3. **Order Cancellation of May 3, 2025 General Election**

City Secretary Sarah Lockenour presented this item to the Council.

The Order of the Cancellation is as follows:

The Stephenville City Council hereby cancels the general election scheduled to be held on May 3, 2025, 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:

City Council Place 1 LeAnn Durfey
City Council Place 3 Lonon Reisman
City Council Place 5 Maddie Smith
City Council Place 7 Brandon Greenhaw

MOTION by Brandon Greenhaw, second by Lonon Reisman, to Approve the Order of Cancellation of May 3, 2025 General Election as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

TAX INCREMENT REINVESTMENT ZONE

4. Recess to TIRZ Board Meeting

Mayor Pro Tem Baskett recessed the Regular City Council Meeting at 5:45 PM to the TRIZ Board Meeting.

5. Reconvene to Regular City Council Meeting

Mayor Pro Tem Baskett reconvened the Regular City Council Meeting at 5:55 PM.

6. Consider Approval of an Ordinance Approving a Project and Financing Plan for Tax Increment Reinvestment Zone Number Three, City of Stephenville, Texas, established pursuant to Chapter 311 of the Texas Tax Code

David Pettit from Pettit and Ayala Consulting presented this item to the Council.

MOTION by Brandon Greenhaw, second by LeAnn Durfey, to Approve Ordinance No. 2025-O-06 approving TIRZ No. 3 Project and Financing Plan as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

PLANNING AND ZONING COMMISSION

7. Case No.: RZ2025-004

Applicant Scott Allen, representing Stephenville Rentals, LLC., is requesting a Rezone for property located at 0. Forest, being Parcel R69044 of the AO515 Motley William Abstract of the City of Stephenville, Erath County, Texas from (R-1), Single-Family Housing, to (R-2.5), Integrated Housing.

Director of Development Services Steve Killen presented this item to the Council.

The applicant is requesting a rezone. The intended project has not been determined. The Planning and Zoning Commission convened on February 19, 2025, and by a vote of 6-1, recommended the City Council approve the rezone request.

**8. PUBLIC HEARING
Case No. RZ2025-004**

Mayor Pro Tem Baskett opened the Public Hearing at 5:59 PM.

No one spoke in favor or opposition to the rezone.

Mayor Pro Tem Baskett closed the Public Hearing at 5:59:25 PM.

9. **Consider Approval of Ordinance Rezoning Property Located at 0. Forest, being Parcel R69044 of the AO515 Motley Willam Abstract of the City of Stephenville, Erath County, Texas from Single-Family Housing (R-1) to Integrated Housing (R-2.5)**

MOTION by Gerald Cook, second by Lonn Reisman, to Approve Ordinance No. 2025-O-07 approving the Rezone of Property Located at 0. Forest, being Parcel R69044 of the AO515 Motley Willam Abstract of the City of Stephenville, Erath County, Texas as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

10. **Case No.: RZ2025-005**
Applicant Scott Allen, representing Stephenville Rentals, LLC., is Requesting a Rezone for Property Located at 0. Forest, being Parcel R72455 of the AO515 Motley Willam Abstract of the City of Stephenville, Erath County, Texas from One-Two Family Housing (R-2) to Integrated Housing (R-2.5)

Director of Development Services Steve Killen presented this item to the Council.

The applicant is requesting a rezone. The intended project has not been determined. The Planning and Zoning Commission convened on February 19, 2025 and by a vote of 6-1, recommended the City Council approve the rezone request.

11. **PUBLIC HEARING**
Case No. RZ2025-005

Mayor Pro Tem Baskett opened the Public Hearing at 6:01:19 PM.

No one spoke in favor or opposition to the rezone.

Mayor Pro Tem Baskett closed the Public Hearing at 6:01:24 PM.

12. **Consider Approval of Ordinance Rezoning Property Located 0. Forest, being Parcel R72455 of the AO515 Motley Willam Abstract of the City of Stephenville, Erath County, Texas from One-Two Family Housing (R-2) to Integrated Housing (R-2.5)**

MOTION by Maddie Smith, second by Brandon Greenhaw, to Approve Ordinance No. 2025-O-08 approving the property located at 0. Forest, being Parcel R72455 Lot 17 (PT OF) of the S2600 City Addition to the City of Stephenville, Erath County, Texas as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

13. **Case No.: RZ2025-006**
Applicant Scott Allen, Representing Stephenville Rentals, LLC., is Requesting a Rezone for Property Located at 0. Forest, being Parcel R69040, BLK 155, Lot 17 (PT OF) of the S2600 City Addition to the City of Stephenville, Erath County, Texas from One-Two Family Housing (R-2) to Integrated Housing (R-2.5)

Director of Development Services Steve Killen presented this item to the Council.

The applicant is requesting a rezone. The intended project has not been determined. The Planning and Zoning Commission convened on February 19, 2025 and by a vote of 6-1, recommended the City Council approve the rezone request.

14. **PUBLIC HEARING**
Case No. RZ2025-006

Mayor Pro Tem Baskett opened the Public Hearing at 6:03:02 PM.

No one spoke in favor or opposition to the rezone.

Mayor Pro Tem Baskett closed the Public Hearing at 6:03:10 PM.

15. **Consider Approval of Ordinance Rezoning Property Located at 0. Forest, being Parcel R69040, BLK 155, Lot 17 (PT OF) of the S2600 City Addition to the City of Stephenville, Erath County, Texas from One-Two Family Housing (R-2) to Integrated Housing (R-2.5)**

MOTION by Brandon Greenhaw, second by Maddie Smith, to Approve Ordinance No. 2025-O-09 rezoning property located at 0. Forest, being Parcel R69040, BLK 155 Lot 17 (PT OF) of the S2600 City Addition to the City of Stephenville, Erath County, Texas as presented.
MOTION CARRIED Yes 7, No 0, Abstained 0.

16. **Case No.: RZ2025-007**
Applicant Colby Pack, Representing Solid Ace Holdings, LLC., is Requesting a Rezone for Property Located at 1350 W. Cage, being Parcel R33659, BLK 23, Lot 3B of the S6200 South Side Addition to the City of Stephenville, Erath County, Texas from Multifamily Residential (R-3) to Integrated Housing (R-2.5)

Director of Development Services Steve Killen presented this item to the Council.

The applicant is requesting a rezone. The intended project has not been determined. The Planning and Zoning Commission convened on February 19, 2025 and by a unanimous vote of 7-0, recommended the City Council approve the rezone request.

17. **PUBLIC HEARING**
Case No. RZ2025-007

Mayor Pro Tem Baskett opened the Public Hearing at 6:06:49 PM.

No one spoke in favor or opposition to the rezone.

Mayor Pro Tem Baskett closed the Public Hearing at 6:06:57 PM.

18. **Consider Approval of Ordinance Rezoning Property Located at 1350 W. Cage, being Parcel R33659, BLK 23, Lot 3B of the S6200 South Side Addition to the City of Stephenville, Erath County, Texas from Multifamily Residential (R-3) to Integrated Housing (R-2.5)**

MOTION by Lonn Reisman, second by Maddie Smith, to Approve Ordinance No. 2025O-10 rezoning property located at 1350 W. Cage, being Parcel R33659, BLK 23, Lot 3B of the S6200 South Side Addition to the City of Stephenville, Erath County, Texas as presented.
MOTION CARRIED Yes 7, No 0, Abstained 0.

19. **Proposed Revisions to the B-2 Zoning District of Permitted and Conditional Uses**

Director of Development Services Steve Killen presented this item to the Council.

On June 18, 2024, the Committee held preliminary discussions regarding this topic and opted to request staff conduct further research. The following options were presented to

the Committee on July 16, 2024, for consideration. The Committee, by unanimous vote, opted to take no further action. On August 6, 2024, the Committee reported to the City Council and the recommendation was accepted.

The Development Services Committee revisited this item during the November 2024 meeting. The Committee directed staff to prepare a draft revision to the land use regulations for the B-2, Retail and Commercial District, that would allow Auto Paint and Body Shop/Repair as a "Conditional Use."

On January 21, 2025, the Committee reviewed the proposed revisions and, by a unanimous vote, opted to proceed with the proposed revisions of the land use regulations. The Planning and Zoning Commission is now charged with reviewing the proposed revisions, holding a public hearing and making a recommendation to the City Council for action.

Mr. Michael Lyssy of Plano, Texas addressed the Council to accept any questions on B-2 Zoning.
No questions were asked of Mr. Lyssy.

MOTION by Gerald Cook, second by Brandon Greenhaw, to Approve Ordinance No. 2025-O-11 revising the B-2 Zoning District as presented. MOTION Yes 6, No 1, Abstained 0.

DEVELOPMENT SERVICES COMMITTEE

20. Development Services Committee Report from March 4, 2025

This item was pulled from the agenda by the Mayor Pro Tem.

21. Consider Approval of the 40% Lot Coverage Limitation for Residential Uses

This item was pulled from the agenda by the Mayor Pro Tem.

PUBLIC WORKS COMMITTEE

22. Public Works Committee Report from March 4, 2025

Committee Chair Alan Nix presented the Public Works Committee report from March 4, 2025.

Agenda Item 1 Review FY25-26 TXCDBG Professional Services Selection

The City of Stephenville issued a Request For Qualifications (RFQ) for professional services for the design and construction management of its CDBG projects. The RFQ was advertised in December of 2024, and responses were received in January of 2025. The following five firms submitted qualifications for consideration: • Jacob & Martin, Inc. • Enprotec / Hibbs & Todd • KSA Engineering • WTC, Inc. • META Engineering, Inc.

A review committee was formed to evaluate the firm's qualifications based on the criteria outlined in the RFQ. Selection criteria included: Work Experience, Work Performance, and Capacity to Perform related to CDBG projects.

The review committee scored each submission. A summary of the scores, signed by the selection committee, is attached. Based on the evaluation process, the review committee recommends the selection of Jacob & Martin, Inc. as the design consultant for the CDBG projects. Jacob & Martin, Inc. demonstrated extensive experience with similar projects with over 70 TXCDBG project designs and implementations over the last ten years.

If supported by committee and approved by council, staff will present an agreement with Jacob & Martin, Inc. to provide for the design, construction management, survey, and materials testing of public improvements such as sidewalk, curb and gutter, retaining walls, and lighting improvements along West Tarleton Street from McIlhaney to Clinton. A draft agreement is attached to this staff report for review.

This year, the maximum available award amount from the TDA for the Community Development Fund is \$750,000.00. Resolution 2024-R-12 was passed on November 5, 2024, authorizing the grant application and the obligation of \$112,500 in grant-matching funds if the grant is awarded and accepted based upon a maximum award amount of \$750,000. If the city is not awarded or does not accept a grant, no design will be performed, and there will be no fees to pay Jacob and Martin, Inc.

If the city is awarded and accepts the grant, Jacob & Martin, Inc.'s not-to-exceed fee of \$97,500 would be paid from the awarded grant amount. If a lesser grant amount is awarded, Jacob & Martin's fee would be adjusted accordingly. Based on a similar RFQ process, on November 5, 2024, the city also entered into a not-to-exceed agreement with Public Management, Inc. for \$60,000 for the administrative services necessary to meet the state requirements throughout the project. The fee for Public Management, Inc.'s services is also paid from the awarded grant amount.

Staff recommends the selection of Jacob and Martin, Inc. to assist the City of Stephenville with the application and, if awarded and accepted, the professional services agreement for the 2025-2026 Texas Community Development Block Grant (TXCDBG) Program operated by the Texas Department of Agriculture (TDA).

MOTION by Gerald Cook, second by David Baskett, to send the FY25-26 TXCDBG Professional Services Selection to full Council as presented with a positive recommendation. MOTION CARRIED unanimously.

Agenda Item No. 2 Review FY25-26 TXCDBG Downtown Revitalization/Main Street Grant Program

Staff proactively issued a Request for Qualifications (RFQ) to assist in the administration and implementation of a TxCDBG Downtown Revitalization project. Eligible activities include sidewalk rehabilitation, street reconstruction, street drainage improvements, and water/sewer improvements in support of the Downtown District.

The RFQ was advertised on February 13, 2025, and responses are due by February 27, 2025. The deadline for adoption of a resolution of support and submittal of the application is April 3, 2025. A review committee will be formed to evaluate qualifications based on the criteria outlined in the RFQ. Selection criteria includes: Work Experience, Work Performance, and Capacity to Perform related to TxCDBG Downtown Revitalization Program projects, as well as Cost-Effectiveness.

The review committee will score each submission and, based on the evaluation process, provide a recommendation for the selection of a consultant. If supported by committee and approved by council, staff would then negotiate a contract with the selected consultant for preparation of the grant application. Any formal contract would be presented to council for final consideration. This year, the maximum available award amount from the TDA for Downtown Revitalization is \$1,000,000.00. If the city is not awarded or does not accept a grant, there are no fees to pay the grant administrator.

If the city is awarded and accepts the grant, the grant administrator's fee is paid from the awarded grant amount, up to \$60,000 or 10% of the total grant funds requested, whichever is less. The grant has a minimum 2% matching requirement; however, the maximum

scoring criteria points are awarded with a 5% match of \$50,000 for a full \$1,000,000 award amount. This item is an informational, non-action item.

Staff recommends support for the selection of a qualified consultant to assist with the no-cost application for the 2025-2026 Texas Community Development Block Grant (TxCDBG) Downtown Revitalization Program (DRP) operated by the Texas Department of Agriculture (TDA).

No action taken at this time.

Agenda Item No. 3 Riverside Drainage Improvements Project Proposal

In order to secure a utility easement for the Eastside Sewer project, the city agreed to improve the stormwater drainage in the area near the confluence of Riverside Drive, Clifton Street, and Glen Rose Road. The Riverside Drainage Improvements Project serves to improve the existing natural drainage and alleviate area flooding.

The BuyBoard proposal received from Insituform Technologies, LLC agrees to install stormwater piping and construct drainage improvements. Bonding, insurance, and a one-year warranty are also included. Insituform anticipates 90-calendar days to complete the project.

The approved FY24-25 budget allocated \$425,000.00 specifically for construction of this project. The agreement provides a construction cost of \$406,349.00.

Staff recommends approval of the agreement with Insituform Technologies, LLC to construct stormwater drainage improvements between Riverside Drive and S. Graham Avenue.

MOTION by David Baskett, second by Gerald Cook, to send the Riverside Drainage Improvements Project Proposal to full Council as presented with a positive recommendation. MOTION CARRIED unanimously.

23. Consider Approval of FY25-26 TXCDBG Professional Services Selection

MOTION by Alan Nix, second by Brandon Greenhaw, to accept Jacob and Martin for the FY25-26 TXCDBG Professional Service assisting the City with the grant application process as presented. MOTION Yes 0, No 0, Abstained 0.

24. Consider Approval of Resolution for Professional Services Selection for the FY25-26 TXCDBG Program

MOTION by Alan Nix, second by Brandon Greenhaw, to approve Resolution No. 2025-R-04 authorizing staff to proceed with retaining Jacob and Martin as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

25. Consider Award of a Professional Services Agreement for the FY25-26 TXCDBG Program

MOTION by Alan Nix, second by Brandon Greenhaw, to accept accept Jacob and Martin for the FY25-26 TXCDBG Downtown Revitalization/Main Street grant application as presented. MOTION Yes 0, No 0, Abstained 0.

26. Consider Approval of FY25-26 TXCDBG Downtown Revitalization / Main Street Grant Program

27. **Consider Approval of Resolution for Administrative Services Selection for the FY25-26 TXCDBG Downtown Revitalization/Main Street Program**

motion: alan

second: maddie

2025-R-05

28. **Consider Approval of Proposal for the Riverside Drainage Improvements Project**

MOTION by Alan Nix, second by Lonnn Reisman, to approve the proposal for the Riverside Drainage Improvements Project as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

FINANCE COMMITTEE

29. **Committee Report from March 4, 2025**

Committee Chair David Baskett presented the Finance Committee Report from March 4, 2025.

Agenda Item No. 1 Authorize City Manager to Negotiate Energy Contract for Beginning Term Date January 1, 2026

City Manager Jason King presented this item to the Finance Committee.
Our current energy contract will expire the end of the 2025. Staff need to begin negotiations related to energy contracts.

MOTION by Gerald Cook, second by Brandon Greenhaw to send this item to full Council as presented with a positive recommendation. MOTION CARRIED unanimously.

Agenda Item No. 2 Consider Approval to Commit to Purchase a new Fire Engine.

Fire engine #1 is nine (9) years old and needs to be moved into reserve status to maximize operational longevity. The general service life for a fire engine is ten (10) years frontline and five (5) years in reserve status. Our only reserve engine is thirteen (13) years old now, and the maintenance cost are becoming significant. The delivery timeline on a new engine runs between thirty-six (36) and forty-eight (48) months. To avoid significant maintenance costs and preserve our health, a new engine will be needed within this delivery timeframe.

The fiscal impact of a new fire engine is \$1,65,263.00. In consultation with finance, a plan to appropriate annual amounts to this purchase over the next three (3) to four (4) years would need to be made.

MOTION by Brandon Greenhaw, second by Gerald Cook, to send the commitment to purchase a new fire engine to full Council as presented with a positive recommendation. MOTION CARRIED unanimously.

Agenda Item No. 3 Consider Approval of Tree Removal at Stephenville Clark Regional Airport

The row of trees off the end of runway 32 is a height hazard for arriving and departing aircraft. They also inhibit approaches to the runway at night in inclement weather. The Federal Aviation Administration (FAA) has also identified 2 additional trees in the field that are also a hazard. These trees will have to be cleared for the runway extension project as well.

The cost for this tree removal is \$55,300. 90% of these funds will be reimbursed through TxDOT Aviation's Routine Airport Maintenance Program (RAMP) grant funds.

Staff recommends that the City should have Jim's Tree Service remove the trees at the end of Runway 32 at Stephenville Clark Regional Airport.

MOTION by Gerald Cook, second by Brandon Greenhaw, to send the recommendation of Jim's Tree Service to complete the tree removal project to full Council as presented. MOTION CARRIED unanimously.

Agenda Item No. 4 Consider Approval of Fee Schedule for Cross Timbers Legacy Center

The fee schedule for Cross Timbers Legacy Center was presented as follows:

- Hourly Rental: Mon-Thurs \$75 per hour (4-hour minimum)
- Hourly Rental: Fri-Sun \$100 per hour (4-hour minimum)
- Sat-Sun Full Day \$1,000 (\$400 additional cleaning fees)
- Weekend Package (Friday 5pm - Sunday 12pm): \$1,500 (\$600 additional cleaning fee)
- Refundable Deposit: 25% of the rental fee
- Linens: Available upon request for an additional charge (\$12.00 per table)

MOTION by Gerald Cook, second by Brandon Greenhaw, to send the Cross Timbers Legacy Center fee schedule to full Council as presented with a positive recommendation. MOTION CARRIED unanimously.

30. Authorize City Manager to Negotiate Energy Contract for Beginning Term Date January 1, 2026

MOTION by Brandon Greenhaw, second by LeAnn Durfey, to authorize City Manager to negotiate and execute an energy contract with TASB for term beginning January 1, 2026 as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

31. Consider Approval to Commit to Purchase a New Fire Engine

MOTION by Lonn Reisman, second by LeAnn Durfey, to commit to purchase a new fire engine as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

32. Consider Approval of Tree Removal at Clark Regional Airport by Jim's Tree Service

MOTION by Gerald Cook, second by Brandon Greenhaw, to approve Jim's Tree Service to complete the tree removal project as presented. MOTION Yes 7, No 0, Abstained 0.

33. Consider Approval of Fee Schedule for Cross Timbers Legacy Center

MOTION by Maddie Smith, second by Lonn Reisman, to approve the fee schedule for Cross Timbers Legacy Center as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

FINANCIAL REPORTS

34. Monthly Budget Report for the Period Ending January 31, 2025

Director of Finance Monica Harris presented the monthly budget report as follows:

In reviewing the financial statements ending January 31, 2025, the financial indicators are overall as or better than anticipated.

Property Tax Collections: We received \$3.5 million in property taxes in the month of January, resulting in a \$387K increase over the funds collected last fiscal year to date. The amount collected is 95% of the \$7.8 million budget, which is \$156K more than anticipated.

Sales and Use Tax: We received \$735K in sales tax in January, resulting in \$35K or 1% less than the funds collected last fiscal year to date. The amount collected is 35% of the \$9.4 million budget, which is \$21K higher than anticipated

Revenue (by fund): Of the \$18.3 million revenue received to date, 66% was received in the General Fund, 23% was received in the Water/Wastewater Fund, 3% was received in the Landfill Fund and 3% was received in the Storm Water Drainage Fund.

Revenue (budget vs. actual): We received 46% of the total budgeted revenue through January, which is \$1.2 million more than anticipated due to taxes, licenses and permits, charges for services, sale of property, and interest revenue.

Revenue (prior year comparison): We received \$417K more revenue through January than last fiscal year to date due to taxes and charges for services.

Expenditures (by fund): Of the \$13.9 million spent to date, 55% was expended in the General Fund, 37% was expended in the Water/Wastewater Fund. 3% was expended in the Landfill Fund, and 3% was expended in the Capital Projects Fund.

Expenditures (budget vs. actual): We have expended 26% of the total budgeted expenditures through January, which is \$5.4 million less than anticipated due to personnel, contractual, capital outlay, and transfers.

Expenditures (prior year comparison): We spent \$210k more on expenditures through January than last fiscal year to date due to personnel, contractual and maintenance.

SEDA Revenue Comparison: SEDA has received an overall 35% of budgeted revenue through January, which is \$15K less than last fiscal year to date and \$6K more than anticipated due to taxes and Interest income.

SEDA Expenditure Comparison: SEDA has spent an overall 26% of budgeted expenditures through January, which is \$117K more than last fiscal year to date due to personnel, contractual and capital outlay and \$67K less than anticipated due to capital outlay and grant disbursements.

STEPHENVILLE ECONOMIC DEVELOPMENT AUTHORITY REPORT

SEDA Executive Director Jeff Sandford shared a quarterly update on SEDA projects and the Career Club.

CONSENT AGENDA

35. **Consider Approval of Minutes - February 4, 2025**
36. **Consider Acceptance of the 2024 W. Frey Street Maintenance - Chip Seal Project**
37. **Consider Approval of the Spillman Annual Maintenance Agreement**
38. **Consider Approval of Award of Bid ITB 3338 for (1) One 1-Ton Service Body pickup truck for Public Works**

39. **Consider Approval of Award of Bid ITB 3339 for (1) One Police Patrol Vehicle**
40. **Consider Approval of Annual Firefighter Medical Physicals**

MOTION by Brandon Greenhaw, second by Maddie Smith, to approve consent agenda items as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

COMMENTS BY CITY MANAGER

COMMENTS BY COUNCIL MEMBERS

EXECUTIVE SESSION

Mayor Pro Tem recessed the Regular City Council meeting at 6:50 PM and convened the Executive Session at 6:54 PM.

41. **Section 551.072 Deliberation Regarding Real Property - to deliberate the purchase, exchange, lease, or value of real property, to wit: real property located in City Addition**
42. **Section 551.071 Consultation with Attorney - to Consult Over a Pending or Contemplated Litigation**

Mayor Pro Tem adjourned the Executive Session at 7:21 PM and reconvened the Regular City Council meeting at 7:23 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

41. MOTION by LeAnn Durfey, second by Maddie Smith, to authorize city manager to execute a real estate contract as discussed in Executive Session. MOTION CARRIED Yes 7, No 0, Abstained 0.

ADJOURN

Mayor Pro Tem Baskett adjourned the meeting at 07:24 PM.

EXECUTIVE SESSION NOTICE

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

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary



CALL TO ORDER

The City Council of the City of Stephenville, Texas, convened on Tuesday, March 18, 2025, in the City Hall Council Chambers, 298 West Washington Street, for the purpose of a Special City Council Meeting, with the meeting being open to the public and notice of said meeting, giving the date, time, place and subject thereof, having been posted as prescribed by Chapter 551, Government Code, Vernon's Texas Codes Annotated, with the following members present, to wit:

Council Present:

Mayor Pro Tem, Place 6, David Baskett
Place 2 Gerald Cook
Place 3 Lonn Reisman
Place 4 Dean Parr
Place 5 Maddie Smith
Place 7 Brandon Greenhaw
Place 8 Alan Nix

Council Absent:

Mayor Doug Svien
Place 1 LeAnn Durfey

Others Attending:

Jason King, City Manager
Randy Thomas, City Attorney
Sarah Lockenour, City Secretary

Mayor Pro Tem Baskett called the Special Meeting to order at 05:52 PM.

REGULAR AGENDA

1. Discussion Regarding Receipt Of Petition Protesting The Issuance Of Certificates Of Obligation

Mayor Pro Tem Baskett announced that a petition has been filed protesting the issuance of the Certificates of Obligation, that the City Secretary has determined that the petition is valid and that State law provides that the City Council is not authorized to adopt an ordinance authorizing the issuance of the Certificates of Obligation unless the Certificates of Obligation are authorized at an election.

City Manager and Council Member Gerald Cook held a brief discussion regarding the process of taking debt issuance to election.

2. Consider Termination of Notice of Intent to Issuance of Certificates of Obligation

No action was taken at this time.

FINANCE COMMITTEE

3. Committee Report from March 18, 2025

Committee Chair David Baskett presented a brief report from the March 18 Finance Committee Report.

City Manager Jason King presented the Employee Benefits for Plan Year 2025-2026 to the committee.

MOTION by Brandon Greenhaw, second by Dean Parr, to forward to Council to approve funding of the employee benefits plan as presented. MOTION Yes 4, No 0, Abstained 0.

RECESS TO EMPLOYEE BENEFITS TRUST MEETING

Mayor Pro Tem Baskett recessed the Special City Council Meeting at 6:02 PM.

EMPLOYEE BENEFITS TRUST MEETING

4. CALL TO ORDER

Mayor Pro Tem Baskett called the Employee Benefits Trust Meeting to order at 06:02:18.

5. Discuss Employee Benefits for Plan Year 2025-2026

City Manager Jason King presented the Employee Benefits for Plan Year 2025-2026 to the Employee Benefits Trust.

In summary, the City would maintain the two current plans at the same coverage and options with hsa/subsidizing dependent difference at the HSA cost levels. Including all budgeted positions, it is about a \$120,000 increase from last year. Staff recommend this plan as presented.

MOTION by Brandon Greenhaw, second by Alan Nix, to recommend to Council to adopt the benefit plans as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

6. ADJOURN

Mayor Pro Tem Baskett called the adjourned the Employee Benefits Trust Meeting at 06:05 PM

RECONVENE TO SPECIAL CITY COUNCIL MEETING

Mayor Pro Tem Baskett reconvened the Special City Council Meeting at 06:06 PM.

7. Consider Approval of Employee Benefits for Plan Year 2025-2026

MOTION by Brandon Greenhaw, second by Maddie Smith, to approve Employee Benefits for Plan Year 2025-2026 as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

PUBLIC WORKS COMMITTEE

8. Consider Approval of Administrative Services Agreement for FY25-26 TxCDBG Downtown Revitalization / Main Street Program

Committee Chair Alan Nix presented a report from the March 18 Public Works Committee meeting.

Staff proactively issued a Request for Qualifications (RFQ) to assist the City of Stephenville in the administration and implementation of a TxCDBG Downtown Revitalization project. Eligible activities include sidewalk rehabilitation, street reconstruction, street drainage improvements, and water/sewer improvements in support of the Downtown District. The RFQ was advertised on February 13, 2025, and responses are due by February 27, 2025. The deadline for adopting a resolution and submittal of the application is April 3, 2025. A review committee was formed to evaluate qualifications based on the criteria outlined in the RFQ. Selection criteria included: Work Experience, Work Performance, and Capacity to Perform related to TxCDBG Downtown Revitalization projects, as well as Cost-Effectiveness. The review committee evaluated, scored, and ranked each submission and recommends Public Management, Inc. On March 4, 2025 Resolution 2025-R-05 was approved formalizing the city's intent to apply for the grant with city contribution of \$50,000 in order to maximize scoring for the \$1,000,000 grant.

This year, the maximum available award amount from the TDA for Downtown Revitalization is \$1,000,000.00. If the city is not awarded or does not accept a grant, there are no fees to pay the grant administrator. If the city is awarded and accepts the grant, the grant administrator's fee is paid from the awarded grant amount, up to \$60,000 or 6% of the total grant funds requested, whichever is less.

Staff recommends the selection of Public Management, Inc. to assist the City of Stephenville with the application and, if awarded and accepted, the administrative services for the 2025-2026 Texas Community Development Block Grant (TXCDBG) Downtown Revitalization / Main Street Program operated by the Texas Department of Agriculture (TDA).

MOTION by Gerald Cook, second by Dean Parr, to recommend Public Management Inc. to full council as presented as presented. MOTION CARRIED Yes 4, No 0, Abstained 0.

MOTION by Alan Nix, second by Gerald Cook, to accept the administrative services agreement with Public Management, Inc. for FY25-26 TxCDBG Downtown Revitalization/Main Street Program as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

9. Consider Approval of Professional Services Agreement for the West Tarleton Street Sidewalk Improvements Project

Committee Chair Alan Nix presented a report from the March 18 Public Works Committee meeting.

Stephenville Main Street and Tarleton State University representatives have been discussing a project to improve the sidewalks along Tarleton Street from the university

from McIlhany Avenue to the Bosque River Trail. The university has expressed interest in assisting with a project to enhance walkability from the campus to downtown.

The proposed scope of work provides detailed plans and specifications for the design of sidewalks and lighting improvements along West Tarleton Street from McIlhany to Clinton, including ADA-compliant curb ramps, as well as curb and gutter and retaining wall improvements where needed. Additionally, the agreement provides for surveying, bidding and construction phase services, and materials testing (density and concrete) during the construction phase of the project. The proposed professional services agreement provides for the design work to be completed within a five (5) month timeframe and provides a liquidated damages clause should the design not be completed on schedule.

The agreement proposes to prepare contract documents including construction drawings, specifications, design layout, surveying, geotechnical work, as well as materials testing for a not-to-exceed sum of \$93,500. Design funds were not specifically identified in the FY24-25 budget, but would be allocated from the FY24-25 annual Pavement Maintenance Budget. The probable construction cost is \$670k. Sufficient funds for construction would need to be identified in the FY25-26 budget. Construction, if approved, is anticipated to take six (6) months to complete.

Staff recommend entering into a professional services agreement with Jacob and Martin, Inc. for the design of sidewalk and lighting improvements along West Tarleton Street from McIlhany to Clinton.

MOTION by David Baskett, second by Gerald Cook, to recommend Jacob and Martin to full council as presented. MOTION CARRIED Yes 4, No 0, Abstained 0.

MOTION by Alan Nix, second by Brandon Greenhaw, to accept professional services agreement with Jacob and Martin for the West Tarleton Sidewalk as presented. MOTION CARRIED Yes 7, No 0, Abstained 0.

EXECUTIVE SESSION

Mayor Pro Tem Baskett recessed the Special City Council Meeting at 6:10 PM and entered into Executive Session at 6:13 PM.

10. Section 551.071 Consultation with Attorney - to Consult Over a Pending or Contemplated Litigation

Mayor Pro Tem Baskett adjourned Executive Session at 6:28 PM and reconvened the Special City Council Meeting at 6:29 PM.

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

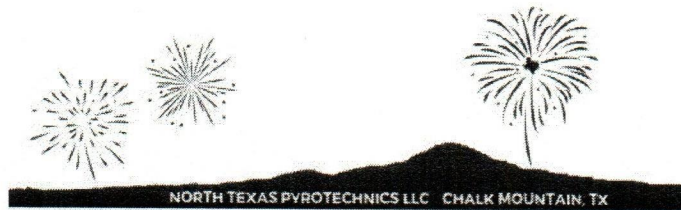
ADJOURN

Mayor Pro Tem Baskett adjourned the meeting at 06:29 PM.

EXECUTIVE SESSION NOTICE

ATTEST:

Sarah Lockenour, City Secretary



FIREWORKS DISPLAY CONTRACT

This Agreement is entered into on the date set forth below by and between North Texas Pyrotechnics LLC, hereinafter referred to as "NTP" and The City of Stephenville, Texas hereinafter referred to as "Client". For and in consideration of the covenants by and between the parties hereinafter set forth the parties do hereby agree as follows:

1. Fireworks Display: NTP shall produce a firework display for the Client, hereinafter referred to as "Display", at the Stephenville City Park, in Stephenville, Texas. The Display shall be fired on July 4, 2025 at about 9:40 PM in accordance with the arrangement set forth in "Exhibit A" attached hereto or other mutually agreed upon arrangement of size and number of shells and effects.

2. NTP Responsibilities: NTP shall produce the Display as a service to the Client. NTP shall provide the materials, equipment, labor, permits, and insurance as required by law and/or deemed necessary by NTP for the successful completion of the Display. NTP shall not sub contract any portion of this contract to third parties.

- (a) NTP will provide a Texas licensed pyro technician on site
- (b) NTP will provide \$1,000,000 in pyrotechnic liability insurance.
- (c) NTP will draw and submit a site plan to the local Authority Having Jurisdiction (AHJ)
- (d) If requested by the AHJ, NTP will meet in person for the site inspection.
- (e) On approval of the site plan by the AHJ, NTP will obtain a Fireworks 1.3G Singular Display Permit from the State Fire Marshal's Office.
- (f) NTP will mark an adequate safety perimeter, approved by the AHJ, with yellow caution tape.
- (g) NTP will provide no less than four personnel on fire duty during the firing of the Display equipped with water extinguishers.

3. Client Responsibilities: Client agrees, at its own expense, to provide NTP with a suitable site to stage the Display, which must be clear of any and all people, vehicles and/or structures, acceptable to NTP and the local authority having jurisdiction, to accommodate the normal firing and fallout of debris from the Display. Client shall allow sufficient time and access to NTP to safely set up the Display on site.

Client agrees, at its own expense, to provide a brush truck on site or other manned and equipped fire suppression equipment acceptable to NTP.

Client agrees, at its own expense, on the day of the Display, to provide suitable security adequate to prevent any access to the Display site by members of the general public or persons not specifically approved by NTP from 10:00 AM until 11:59 PM or 60 minutes after the conclusion of the Display, whichever comes later. To the extent allowed by law, any claim arising from injury to unauthorized persons or damages to property left in the Display area are the sole responsibility of the Client due to the Client's negligence. To the extent allowed by law, Client agrees to hold NTP harmless from any such claim.

4. Indemnification and Limitation of Liability: Client shall indemnify, defend and hold NTP and its employees, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise,



that occur directly or indirectly from (a) the gross negligence or willful misconduct of Client or its employees, agents, contractors, or representatives, or (b) the failure of Client to comply with its obligations and responsibilities as set forth herein. NTP shall indemnify, defend and hold Client harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable cost of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of NTP or its employees, agents, or representatives. Client shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from NTP, including, without limitation, loss of income, business or profits.

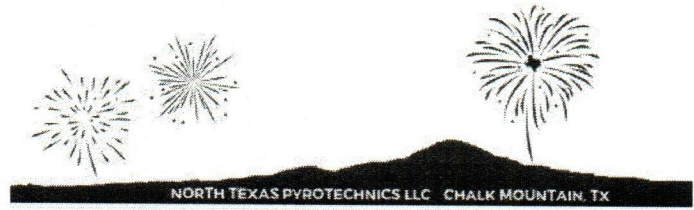
5. Postponement: In the event that weather is such that NTP, in its sole and absolute discretion, determines that the Display would be impossible, impractical or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. In the event the mutually satisfactory postponement time and/or date is beyond the day of the scheduled Display and it is impracticable for the personnel and equipment of NTP to remain at Client's location until the rescheduled Display date, then Client shall pay the actual expenses incurred by NTP related to the postponement, which shall not exceed 40% of the contract price. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of the Display, additional taxes or surcharges, or any other additional expenses that are incurred prior to and/or as a result of postponement or cancellation.

NTP shall not fire the Display if the wind speed exceeds twenty miles per hour; if so instructed not to by the local authority having jurisdiction; or, if the unplanned proximity of people or property should enter the Display site. There shall be no refund for effects not fired after arrival on Display site by NTP.

6. Cancellation: Client shall have the option to cancel the Display at any time. If Client cancels the event prior to 30 days before the Display date, Client agrees to pay to NTP as liquidated damages, 25% of the Display price. If Client cancels the event less than 30 days prior to the Display date, Client agrees to pay to NTP as liquidated damages, 50% of the Display price and all costs incurred to that date by NTP including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled due to a Burn Ban or inclement weather prior to arrival on Display site, Client agrees to pay to NTP as liquidated damages, 50% of the Display price and all costs incurred to that date by NTP including, but not limited to, permits, insurance, preparation labor, transportation, design, per diems, etc. If the Display is canceled, for any reason, on the day of the scheduled Display, the Client shall forfeit 100% of the Display cost, and full payment shall be due immediately.

In the event that Client chooses to terminate this contract, it shall do so by written notice via certified mail addressed to North Texas Pyrotechnics LLC, 10133 Locksley Dr, Benbrook TX 76126. Notice shall be effective upon receipt of said written notice by NTP. Except as provided in Section 5 above with respect to weather postponement, in the event of circumstance beyond the control of either party, such as fire, strikes, acts of God or similar causes which prevent the delivery of materials or performances as set for herein, the parties hereto release one another from any and all obligation and responsibilities contained herein.

North Texas Pyrotechnics LLC
4137 County Road 196
Bluff Dale TX 76433
817-505-3634



7. Venue: This contract shall be governed by the laws of the State of Texas. It is agreed that any court of competent jurisdiction within Erath County, Texas shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Agreement, each party shall bear its own attorney fees and costs.

8. Legal Construction: If any provision of this contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

9. Payment: NTP shall produce the Display for \$30,000.00. It is agreed that the Client shall pay NTP a deposit the amount of \$15,000.00 upon signing of this contract and the balance of \$15,000 within 7 days of the firing of the Display on July 4, 2025.

North Texas Pyrotechnics LLC is a Texas Limited Liability Company. FEIN 82-5378362.

CITY OF STEPHENVILLE, TEXAS

NORTH TEXAS PYROTECHNICS LLC

By: _____

By: _____

Chris Stasey, Managing Member

Date: _____

Date: 3/5/2025

North Texas Pyrotechnics LLC
 4137 County Road 196
 Bluff Dale TX 76433
 817-505-3634



Stephenville July 4th Proposal

Display Budget: \$30,000 (discounted \$2,000)			
Shells	count		
2.5"	455		
3"	378		
4"	330		
5"	85		
6"	52		
Total Shells:	1300		
30mm RWB comets to create a flag in the sky:	234		
Total Shots:	1534		

Display will be 20 minutes in length and precision choreographed to music.
 Display will feature an intense opening and 20-25 second intense finale.

North Texas Pyrotechnics LLC
4137 County Road 196
Bluff Dale TX 76433
817-505-3634



FIREWORKS DISPLAY INVOICE - deposit

March 3, 2025

Bill To:

City of Stephenville, TX

description	amount
Fireworks display on July 4 th , 2025 50% deposit:	15,000.00
Includes all labor, materials, insurance, permits, as detailed on contract signed 3/5/2025	
Deposit Due upon signing of contract	
Total Display Cost: \$30,000.00	

Total: \$15,000.00

50% deposit required upon signing contract and to reserve date. Deposit amount due: \$15,000.00

Remaining balance due within 7 days after firing of the display.

Please make checks payable to:

North Texas Pyrotechnics LLC
4137 County Road 196
Bluff Dale TX 76433



L3HARRIS™

L3Harris Technologies, Inc
PSPC Division
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
FEDERAL ID # 34-0276860

INVOICE

SEND PAYMENT TO:
L3HARRIS TECHNOLOGIES, INC
PO Box 419436
Boston, MA 02241-9436

Bank of America - ABA 111000012 (ACH); 026009593 (FED WIRE)
L3HARRIS ACCOUNT 4451124230

SWIFT CODE: BOFAUS3N

For all inquiries, please contact:
Sue Beverley
434-455-6619

PAYMENT TERMS

Net 30

CUSTOMER PURCHASE ORDER No PO	OUR CONTRACT No. 8295	CUSTOMER NUMBER 42557	INVOICE DATE 1/28/2025	INVOICE NUMBER STEPH013025WS
---	---------------------------------	---------------------------------	----------------------------------	--

BILL TO City of Stephenville 298 W Washington St. Stephenville	SHIP TO
---	---------

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Year 2 Managed Service	1	\$ 51,297.00	\$ 51,297.00
ORIGINAL INVOICE				
<i>This is a list of goods and/or services rendered as of this date which were furnished expressly conditional upon your assent to the contract terms and conditions and your receipt and acceptance of the goods shipped or services hereunder constitutes your assent to such terms. Claims for goods in transit should be filed immediately with the delivering carrier by the Purchaser. You must obtain our authorization before returning any merchandise.</i>				
				SUBTOTAL \$51,297.00
				TAX AMOUNT
				TOTAL AMOUNT \$51,297.00



STAFF REPORT

SUBJECT: 2025-2027 Interlocal Agreement between the North Central Texas Emergency Communications District and City of Stephenville

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

RECOMMENDATION:

Consider approval of the 2025-2027 Interlocal Agreement between the North Central Texas Emergency Communications District and City of Stephenville.

BACKGROUND:

The City of Stephenville operates a Public Safety Answering Point (PSAP) that participates in the North Central Texas Emergency Communications District (NCT9-1-1) as authorized by Texas Health and Safety Code Chapter 772. This Bi-Annual Interlocal Agreement between the North Central Texas Emergency Communications District and the City of Stephenville is entered into so that NCT9-1-1 can operate and maintain systems utilized for the provision of 9-1-1 emergency communications services.

FISCAL IMPACT SUMMARY:

N/A

ALTERNATIVES

N/A



**INTERLOCAL AGREEMENT BETWEEN THE
NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT AND
STEPHENVILLE POLICE DEPARTMENT
FOR REGIONAL 9-1-1 SERVICE**

Section 1: Parties and Purpose

- 1.1.** The North Central Texas Emergency Communications District (hereinafter "NCT9-1-1") is a regional emergency communications district and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Subchapter H, Chapter 772, as amended. NCT9-1-1 develops an annual budget to operate and maintain 9-1-1 service within the district.
- 1.2.** **STEPHENVILLE POLICE DEPARTMENT** (hereinafter "Public Agency") is a local government that operates an Emergency Communications Center ("ECC") that participates in NCT9-1-1 as authorized by Texas Health and Safety Code Chapter 772.
- 1.3.** This Interlocal Agreement is entered into between NCT9-1-1 and Public Agency pursuant to Texas Government Code Chapter 791 so that NCT9-1-1 can operate and maintain the systems utilized for the provision of 9-1-1 emergency communications services. For purposes of carrying out NCT9-1-1's duties and obligations under this agreement, the parties understand and agree that references to NCT9-1-1 includes its employees, officers, directors, volunteers, agents (including North Central Texas Council of Governments, hereinafter "NCTCOG"), and their representatives individually, officially, and collectively.

Section 2: Rights and Duties of the Public Agency

The Public Agency will:

- 2.1** Financial/Insurance
 - 2.1.1.** Return or reimburse NCT9-1-1 any 9-1-1 funds used in noncompliance with applicable laws and/or rules within 60 days after the discovery of noncompliance and notice to the Public Agency of such noncompliance, unless an alternative repayment plan is approved, in writing, by both parties.
 - 2.1.2.** (May be required to) reimburse NCT9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the ECC, as well as acts of force majeure. This provision does not include ordinary wear and tear or day-to-day use of the equipment.
 - 2.1.3.** Maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to Public Agency and all 9-1-1 funds spent by such Public Agency for 9-1-1 service, with specific detail for 9-1-1 funds received.
 - 2.1.4.** Purchase and maintain adequate insurance policies on all 9-1-1 equipment in amounts enough to provide for the full replacement of such equipment in cases of loss due to anything other than daily use and normal wear and tear. Public Agency shall name NCT9-1-1 and NCTCOG, including their representatives and

agents, as an additional insured or equivalent under the Public Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that NCT9-1-1 and/or NCTCOG may seek coverage upon demand by NCT9-1-1 and/or NCTCOG in the event of a covered claim. Public Agency shall provide proof of coverage at the request of NCT9-1-1.

2.2. Equipment and Inventory

2.2.1 Report any lost, stolen, or nonfunctioning equipment in writing to NCT9-1-1 immediately upon discovery.

2.3. Security

2.3.1. To obtain login credentials for NCT9-1-1 equipment, ECCs are required to adhere to the Texas CJIS Systems Access Policy (Attachment A).

2.3.2. Protect all NCT9-1-1 provided equipment by implementing measures that secure the premises (including equipment room) of its ECC against unauthorized entrance or use.

2.3.3. Operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the ECC's Call Handling Equipment (CHE) or workstations.

2.3.4. Refrain from touching or relocating NCT9-1-1 equipment within the rack/cabinet without written consent from NCT9-1-1.

2.3.5. Refrain from attaching or integrating any hardware device (i.e. external storage devices and cell phones to USB for charging purposes, KVM devices, UPS devices) or software application without prior written approval of NCT9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCT9-1-1.

2.3.6. Adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.

2.3.7. Ensure each person who is authorized to receive, store, process, and/or transmit CHE information has a unique identification login and be logged into such equipment identifying their legitimacy for use.

2.3.8. Not enter into agreements with third parties that involve access or interaction with the 9-1-1 system without prior vetting and approval from NCT9-1-1. Additionally, ECCs must provide NCT9-1-1 with complete contact information, including emergency support numbers, for any third-party vendors. NCT9-1-1 will not be responsible for support applications/services purchased directly by the ECC.

2.3.9. Not engage in data sharing that involves Computer-Aided Dispatch (CAD) data unless expressly permitted by NCT9-1-1 and in accordance with applicable regulations.

2.3.10. Not engage directly with vendors, such as those providing prepared systems, unless such systems are required to integrate with the 9-1-1 system, and such integration must be vetted and approved by NCT9-1-1.

2.4. Maintenance

- 2.4.1. Ensure areas where NCT9-1-1 equipment is installed are clean and allows for unobstructed access by the NCT9-1-1 Technology Team.
- 2.4.2. (Whenever possible) Provide at least a two-week notice in writing to NCT9-1-1's Technology Team regarding any maintenance that could adversely affect 9-1-1 operations.
- 2.4.3. Have a commercial power backup generator in order to maintain the building housing your ECC and in order to maintain 9-1-1 availability. NCT9-1-1 provides Uninterruptable Power Supply (UPS) unless declined by the ECC. Small individual UPS at each position is strictly prohibited.
- 2.4.4. Provide at least a 48-hour notice in writing to NCT9-1-1's Technology Team prior to work commencing on any scheduled maintenance on commercial power backup generators.
- 2.4.5. Notify NCT9-1-1's Technology Team immediately of any power or generator outages greater than 15 minutes. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 2.4.6. Notify NCT9-1-1's Technology Team of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:
 - a. Via telephone by calling (888) 311-3911
 - b. Via email to Support@NCT911.org
 - c. Via the Trouble Ticket System (accessed by Self-Service Center located on the browser tabs)
 - d. Via the website at <https://SSC.NCT911.org> (only works with issued credentials)
- 2.4.7. Complete at minimum one preventive maintenance (PM) on generators and automatic transfer switch (ATS), and one generator and full load test per year. Test generators at least monthly to ensure that all NCT9-1-1 equipment remains functional. Report generator maintenance by providing maintenance logs to NCT9-1-1 within 30 days.
- 2.4.8. Maintain 24/7/365 availability for NCT9-1-1 staff to perform maintenance or NCT9-1-1 related business.

2.5. Training

- 2.5.1. Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.2. Ensure that 9-1-1 ECC Supervisors/Managers (or designee) attend the ECC Supervisors' Meeting. NCT9-1-1 offers at least three ECC Supervisors' meetings per year and a minimum attendance of two meetings per year is required for each ECC.
- 2.5.3. Ensure ECC Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times. Make up sessions can be scheduled if ECC scheduling does not allow personnel to attend their designated time slot.
- 2.5.4. May request the use of training facilities by sending an email to 911OpsTeam@NCT911.org specifying the date of request, time of request and type of resources needed.

- 2.5.5. Ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6. Facilities

- 2.6.1. Meet prescribed equipment room requirements (Attachment B). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2. Ensure areas with 9-1-1 equipment maintain a temperature between 65-85 degrees Fahrenheit.
- 2.6.3. Ensure area around NCT9-1-1 equipment remains clean. Do not stack equipment or store items on top of NCT9-1-1 equipment.
- 2.6.4. Ensure 9-1-1 equipment room and communications area complies with the Americans with Disabilities Act of 1990.
- 2.6.5. Provide access to NCT9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.
- 2.6.6. Maintain facilities in a manner to ensure that equipment remains in functioning order. This includes, but is not limited to, HVAC and rodent extermination. The ECC is responsible for the cost of replacement should the equipment become non-functioning due to ECC's negligence.

2.7. Moves and Remodels

- 2.7.1. Bear full responsibility for the costs of moving or constructing microwave towers that meet 9-1-1 service requirements. The consequences of failing to meet these requirements shall be subject to further agreement and penalties.
- 2.7.2. Complete any moves or remodels in accordance with the NCT9-1-1 Technical Requirements for Moves and Remodels (Attachment C).

2.8. Supplies

- 2.8.1. Purchase supplies such as printer paper, printer ink, cleaning materials, and other expendable items necessary for the continuous operations of its ECCs.

2.9. Monitoring/Reporting/Compliance

- 2.9.1. Provide NCT9-1-1 staff access to all 9-1-1 equipment located in the equipment room and the 9-1-1 communications area within fifteen (15) minutes of access being requested.
- 2.9.2. Participate in quarterly monitoring ECC site visits conducted by NCT9-1-1. Site visits are unannounced due to staff's continuous travel throughout the 9-1-1 service area and to ensure compliance with this document.

- 2.9.3. Maintain and provide an up-to-date contact list to NCT9-1-1 for purposes of upgrade notifications and other related communications. It is preferred that the contact list be in the form of a distribution email that reaches multiple contacts within the ECC.

2.10. Media Relations

- 2.10.1. Make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to NCT9-1-1. Public Agency should first coordinate with NCT9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.
- 2.10.2. Not disclose ECC correspondence that NCT9-1-1 has clearly noted as proprietary or confidential, unless required to do so by law.
- 2.10.3. Refer media directly to NCT9-1-1 for discussions related to NCT9-1-1 technology and other NCT9-1-1 service or program specific questions.
- 2.10.4. Promptly notify NCT9-1-1 in the event of any change to their Public Information Officer (PIO) designation.

2.11. Operations

- 2.11.1. Sign the contingent ECC agreement provided by NCT9-1-1 and provide at NCT9-1-1's request. Changes to contingent ECCs must be approved by NCT9-1-1.
- 2.11.2. Receive and process 9-1-1 calls within an identified service area, defined as the geographic area within which a 9-1-1 placed is answered at the associated ECC. As part of the contingency plan, if a ECC requests another ECC to receive their 9-1-1 calls, NCT9-1-1 requires an official notification on department letterhead from both the requesting and participating ECC indicating the agreement to handle 9-1-1 calls during an established time period. The official notification must be signed by both ECC's administration (i.e. police chief or sheriff). This does not apply to ad-hoc routing.
- 2.11.3. Delegate ECC supervisory personnel or a designee and provide related contact information (to include after hour contact information) as a single point of contact for NCT9-1-1. A ECC's primary point of contact or designee must be a licensed public safety official (i.e. police, fire, EMS, or 9-1-1 communications).
- 2.11.4. Provide a minimum of 180 days' prior notice of any facility moves, adds, or changes that affect the 9-1-1 system.
- 2.11.5. If no calls have been received by the end of the current shift, test all 9-1-1 CHE for proper operation of wireless and wireline calls. Test the following for proper operation and user familiarity at least once a month: texts to 9-1-1 (if applicable), TDD, and TTYs (i.e. 9-1-1 transfers to 10-digit telephone number).
- 2.11.6. NCT9-1-1 recommends power cycles (reboot not shutdown) each 9-1-1 position at least once week.
- 2.11.7. NCT9-1-1 recommends logging all TDD/TTY calls and test calls.
- 2.11.8. Complete surveys distributed by NCT9-1-1 in a timely manner.

- 2.11.9. Ensure training bulletins and change management notifications provided by NCT9-1-1 are disseminated to all ECC personnel.
- 2.11.10. Admin lines supplied by NCT9-1-1 are to be used solely for ANI callback and should not be disseminated.
- 2.11.11. In the event of a service provider failure, must maintain at least one 10-digit telephone number for emergency use that is not part of the Public Agency's interactive voice response (IVR) systems to be used for receiving 9-1-1 transfer calls and default routing. These numbers shall be answered by a telecommunicator 24/7/365 and should have the ability to be call forwarded. Any change in the 10-digit telephone number must be reported to NCT9-1-1 in writing. The number shall be provided to the public during 9-1-1 service interruptions (via notification system, website, social media and/or emergency management).
- 2.11.12. In the event of a CHE failure, NCT9-1-1 strongly recommends that the 10-digit telephone number for emergency use should not appear on the 9-1-1 CHE as it could become unusable during CHE maintenance or service interruptions. If the 10-digit telephone line is integrated with the 9-1-1 CHE, a contingency plan identifying the back-up solution for the 10-digit telephone number for emergency use and any other integrated 10-digit administrative telephone lines should be maintained. If a contingency plan is not provided to NCT9-1-1 within 30 days of contract execution, NCT9-1-1 reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 2.11.13. Notify NCT9-1-1 in writing at least 90 days prior to changing emergency services providers including medical, law enforcement, and fire.
- 2.11.14. Have an emergency plan for 9-1-1 communications that includes, at a minimum,
- a. Emergency generator information and how to operate said generator.
 - b. Documented procedures for the transfer of administrative lines when the call center is evacuated.
- 2.11.15. Comply with NCT9-1-1 policy and procedures for ECC moves and changes.
- 2.11.16. Report discrepancies to NCT9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours.
- 2.11.17. Ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logs out at the end of his/her shift.
- 2.11.18. Ensure that all telecommunicators refrain from sharing log in information with others.
- 2.11.19. In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information Act request specified 9-1-1 database information, NCT9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.11.20. In accordance with Texas Health and Safety Code 771.061, do not disseminate data specific to the caller including ALI subscriber information other than during the active incident.
- 2.11.21. Be responsible for all furniture, administrative telephones, copier machines, and administrative desktop computers located within the Public Agency's operating area.

- 2.11.22. Work with the electrical transmission company to be designated as a critical load public safety/critical load industrial designation per PUC Rule 25.497. Submit application annually to maintain designation. This is for the protection of the ECC from rolling electrical service interruption. Please be aware that this designation does not guarantee an uninterrupted, regular, or continuous power supply. If electricity is a necessity, you must make other arrangements for on-site back-up capabilities or other alternatives in the event of loss of electric service.
- 2.11.23. Language translation services provided by NCT9-1-1 are only to be utilized for emergency call handling purposes.
- 2.11.24. Provide incident information related to a 9-1-1 request for service, in any format, in order for NCT9-1-1 to better analyze call data in accordance with 9-1-1 industry standards.
- 2.11.25. Maintain a fully operational recording system to comply with 9-1-1 service standards.

2.12. Geographic Information Systems (GIS) / Data

- 2.12.1. Upon confirmation of a customer needing to change their address due to a 9-1-1 misroute, ECC will be responsible for notifying the customer. This requirement also applies to customers using VOIP or other similar services.

2.13. Implementations

- 2.13.1. Request to reschedule a planned implementation as soon as possible should an unforeseen event occur that could inhibit the ECC's operations if the implementation were to continue as planned.
- 2.13.2. Assign a contact to complete implementation checklists with NCT9-1-1. This allows the ECC and NCT9-1-1 to test the product and serves as a refresher training.
- 2.13.3. Report problems to NCT9-1-1 as soon as they occur. This allows NCT9-1-1 to fix the problem quickly and confirm errors are remedied prior to completing implementations with additional ECCs.

Section 3: Rights and Duties of NCT9-1-1

NCT9-1-1 will:

3.1. Financial

- 3.1.1. Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the NCT9-1-1 Board of Managers.
- 3.1.2. Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current NCT9-1-1 Strategic Plan, throughout the region as funded by emergency services fees.
- 3.1.3. Maintain accurate fiscal records and supporting documentation of all 9-1-1 activities including specific details of funds distributed to Public Agency.

3.2. Equipment and Inventory

3.2.1. Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.

3.2.2. Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3. Training

3.3.1. Ensure telecommunicators have access to the NCT9-1-1 Training webpage.

3.3.2. Offer CHE training to all new telecommunicators and refresher training every two years.

3.3.3. Offer licensing training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

3.3.4. Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certification as budget allows.

3.4. Maintenance

3.4.1. Practice preventative maintenance on all NCT9-1-1 owned or leased CHE, software, and databases including, at a minimum, backing up data as necessary. NCT9-1-1 shall be responsible for any maintenance costs on NCT9-1-1 owned or leased equipment.

3.4.2. Provide 24/7/365 technical support to the ECCs.

3.5. Operations

3.5.1. Register as an alerting authority through the Texas Department of Emergency Management and Federal Emergency Management Agency. NCT9-1-1 uses an approved Integrated Public Alert and Warning System (IPAWS) to alert the 9-1-1 service area of 9-1-1 service interruptions and other critical updates.

3.5.2. Inspect contingent ECC agreements periodically.

3.5.3. Implement upgrades of its ECC equipment and software, as authorized in the current annual budget, through the appropriate NCT9-1-1 processes for the purchase of new equipment and software.

3.6. Geographic Information Systems (GIS) / Data

3.6.1. Share public-safety specific spatial data layers via the dispatch mapping environment that do not contain health-related information or any information that is protected under HIPAA. Above and beyond the required spatial data layers, NCT9-1-1 will coordinate with the respective 9-1-1 Addressing Authorities and relevant NCT9-1-1 committees to share approved data layers that will be of benefit to public safety.

3.7. Crisis Communications

3.7.1. NCT9-1-1 will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

- 3.7.2. NCT9-1-1 will only post information on social media platforms and the official website when such information directly affects 9-1-1 service operations. NCT9-1-1 recommends the Public Agency use the wording provided through those avenues when providing updates to the public

Section 4: Effective Date and Term of Agreement

- 4.1. This Agreement shall take effect October 1, 2025, and shall continue until September 30, 2027, unless earlier terminated under 8.1 Early Termination of Contract.

Section 5: Ownership, Transference and Disposition of Equipment

- 5.1. NCT9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in the NCT9-1-1 Strategic Plan.
- 5.2. NCT9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. NCT9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, NCT9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment may or may not be procured by NCT9-1-1 on behalf of Public Agency, according to NCT9-1-1's Strategic Plan.
- 5.3. The basic equipment categories are:
- a. Call Handling Equipment (CHE) – telephone equipment located at the ECCs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the ECC
 - b. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
 - c. Uninterruptable Power Supply (UPS)
- 5.4. Transfer-of-ownership documents shall be prepared by NCT9-1-1 and signed by both parties upon transference of ownership of any 9-1-1 provided equipment. NCT9-1-1 shall maintain ownership of 9-1-1 CHE.

Section 6: Relationship between the Parties, Assignment, and Subcontracting

- 6.1. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.2. This Agreement may not be assigned to either Party without the prior written consent of the other Party. An attempted assignment in violation of this agreement is void.
- 6.3. Public Agency may not subcontract its duties under this Agreement without the prior written consent of NCT9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

Section 7: Records and Monitoring

- 7.1. NCT9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.

7.2. NCT9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

Section 8: Early Termination of Contract

8.1 NCT9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with NCT9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to NCT9-1-1 in working condition and NCT9-1-1 shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

Section 9: Notice to Parties

9.1. Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 9.2.

9.2. Notices shall be sent to the following address for each party:

If to NCT9-1-1: PO Box 5888
Arlington, Texas 76005
Attn: Christy Williams

If to Public Agency: STEPHENVILLE POLICE DEPARTMENT
356 N. BELKNAP STREET
STEPHENVILLE, TX 76401

Section 10: General Provisions

10.1. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

10.2. **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds; and for those of its agents, contractors, officers and employees in conjunction with each Party's performance under this Agreement.

10.3. **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

- 10.4. Procurement.** Both parties agree to comply with all applicable federal, State and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by NCT9-1-1.
- 10.5. Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each Party must inform the other in writing within reasonable time the existence of such force majeure.
- 10.6. Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof.
- 10.7. Availability of Funding.** Public Agency acknowledges that NCT9-1-1's sole source of funding for this Agreement is the 9-1-1 fees collected by service providers and remitted to NCT9-1-1. If fees sufficient to pay Public Agency under this contract are not paid to NCT9-1-1, the suspension of services will be effective 10 calendar days after Public Agency's receipt of notice. Upon suspension of payment, Public Agency's obligations under this contract are also suspended until NCT9-1-1 resumes receipt of funding.
- 10.8. Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.9. Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.10. Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including but not limited to sovereign and governmental immunity.
- 10.11. Attorney Fees.** If any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief which that party is entitled.
- 10.12. Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.

	NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT
--	--

By: _____	By: _____
Name: <u>JASON KING</u>	Name: _____
Title: <u>CITY MANAGER</u>	Title: <u>Executive Director</u>
Date: _____	Date: _____

Date of governing body approval: _____

- Attachments:**
Attachment A: Texas CJIS Systems Access Policy
Attachment B: Equipment Room and Electrical Requirements
Attachment C: NCT9-1-1 Technical Requirements for Moves and Remodels

Attachment A
Texas CJIS Systems Access Policy

Commented [JS1]: To our knowledge, these are the latest requirements. If any ECC is aware of a newer document, please let us know.

TEXAS CJIS SYSTEMS ACCESS POLICY
APPLICANT'S, EMPLOYEE'S, AND CONTRACTOR'S
CRIMINAL HISTORY RECORD INFORMATION

<u>ORIGINAL APPLICATION FOR ACCESS</u>	<u>PERSON WHO ALREADY HAS ACCESS</u>
FELONY CONVICTION Permanent Disqualifier	Permanent Revocation of Access
FELONY DEFERRED ADJUDICATION Permanent Disqualifier	Suspension of Access for 20 years
CLASS A MISDEMEANOR CONVICTION Permanent Disqualifier	Suspension of Access for 10 years
CLASS A MISDEMEANOR DEFERRED ADJUDICATION Permanent Disqualifier	Suspension of Access for term of deferral
CLASS B MISDEMEANOR CONVICTION Disqualifier for 10 years	Suspension of Access for 10 years
CLASS B MISDEMEANOR DEFERRED ADJUDICATION Disqualifier for 10 years	Suspension of Access for term of deferral
OPEN ARREST FOR ANY CRIMINAL OFFENSE (FELONY OR MISDEMEANOR) Disqualifier until disposition	Maintain Access pending court disposition
FAMILY VIOLENCE CONVICTION OR DEFERRED ADJUDICATION Permanent Disqualifier	Permanent revocation of Access

This System Access Policy applies to commissioned peace officers, terminal operators and others with network access to CJIS systems, as well as, an employee who may have access to an area where this information is received, maintained or stored either manually or electronically if having access is not part of their job. (i.e. custodian, maintenance). Agencies are required to adjudicate applicants to the policy every time an individual/contractor is to be employed/contracted by an agency. Agencies should not assume an individual that had access at one Agency will automatically have access at the new Agency.

Both Class A and Class B convictions/deferred adjudications can receive an agency sponsored waiver after 5 years from final disposition. If approved, agency sponsored waivers are only valid at that agency and cannot transfer with the individual.

Waivers submitted where the individual has multiple convictions/deferred adjudications for class A misdemeanors or above will NOT be considered unless the individual holds an active valid license from the Texas Commission on Law Enforcement (TCOLE). The Department will not revoke a peace officer's access as long as the TCOLE license remains valid and active regardless of any criminal history background.

Offenses that were committed while the individual was a juvenile will receive the same consideration and will be held to the same standard as adult offenses.

Deferred Adjudications where the subject's conviction has been set aside resulting in the proceedings being dismissed and the individual discharged are not considered a permanent disqualifier. The criminal history will display a disposition coding of PROCEED DISM/DEF DISCHARGED. Please note a subject being solely discharged from deferred adjudication is a permanent disqualifier.

Revised 12/18/2019



Attachment B

Equipment Room and Electrical Requirements

Equipment:

- There should be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment ie. removal of the Uninterruptible Power Supply (UPS) battery system, or large rack mounted servers.
- Do not attach any equipment that is not provided by NCT9-1-1 into rack being utilized for 9-1-1 call delivery. Equipment racks should remain segregated to allow NCT9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around NCT9-1-1 equipment or UPS, UPS bypass switch, or electrical distribution panel.
- There should be elevator access to the equipment room, or 9-1-1 demarcation closet located upstairs.

Fire Protection:

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

Security Precautions:

- Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 85 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted unless carpet is static free and grounded.
- The room floor should be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting should provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- Voltage required is 208/120 V three phase; four wire “wye” service of 240/120 single phase 4 wire “delta” service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required, and the ground must terminate the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- NCT9-1-1 equipment should be plugged into independent circuits, and segregated from other non-9-1-1 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-9-1-1 equipment will not adversely affect the performance of 9-1-1 CHE.



Attachment CNCT9-1-1 Technical Requirements for Moves and Remodels

NCT9-1-1 is an independent extension of a participating Emergency Communications Center (ECC) with the primary responsibility of delivering 9-1-1 call services and providing equipment support. As such, NCT9-1-1 has distinct and separate requirements for wiring and backroom installations, independent from the ECC and any third-party vendors.

This document outlines the requirements and responsibilities for both the ECC and NCT9-1-1. It specifies which party will cover the costs associated with ECC remodels or relocations. Clear delineation of responsibilities ensures adequate resource planning and funding allocation for these projects. ECCs are solely responsible for third-party vendor services like electrical and microwave installations. NCT9-1-1 may facilitate by obtaining quotes, enabling ECCs to plan and secure necessary funding effectively. Early communication is crucial for project success.

NCT9-1-1 will be responsible for the following costs (if required):

- Terrestrial circuit(s)
- Physical move or relocation of Call Handling Equipment (CHE) and peripherals

The ECC will be responsible for the following costs (if required):

- Electrical cabling – (to include circuits and uninterrupted power supply connections)
- Data/voice cabling
- Microwave – (may be required for moves to new locations which could require different tower heights and microwave antenna realignments, which would require quotes from microwave vendor)

Inspections & Meetings: NCT9-1-1 strongly recommends multiple site inspections by NCT9-1-1 staff prior to any physical installations to prevent the need for rework or equipment conflicts. Additionally, NCT9-1-1 suggests convening meetings with all relevant dispatch-specific vendors to discuss matters such as equipment location, shared cabling, and space requirements.

A) Backroom Rack / Cabinet and Telco Demarcation Requirements

A 19" universal two post rack properly bolted and grounded to facility ground bar. This rack may be provided by NCT9-1-1 at its discretion, but in either regard must be bolted and grounded by the ECC or its vendor(s). Alternatively, the ECC may provide an enclosed four post cabinet that is grounded.

B) Data/Voice Wiring Details

NCT9-1-1 has network wiring requirements to facilitate 9-1-1 services and the ECC's ever-changing technology needs. While the final termination and mounting may vary slightly (based on individual needs) the circuit count and type are

required for proper function and services. Any variations to the specifications below should be approved by NCT9-1-1 staff to avoid additional rework.

C) Power/UPS (applies only to an ECC approved for a NCT9-1-1 UPS system)

NCT 9-1-1 utilizes an Eaton UPS with corresponding manual bypass switch (wall mounted). NCT9-1-1 will provide quotes to install the physical UPS and provide wiring from the ECC handoff (master disconnect) and to the distribution panel.

D) Microwave (as required)

This requirement may not apply to simple remodels where the back-room equipment remains unchanged. However, if alterations are made, rewiring may be necessary, and quotes from a third-party vendor should be obtained. If relocating to a new site, microwave quotes will be required to assess whether a new tower or the relocation of an existing tower is needed, along with any necessary realignments to maintain the site within an existing ring, if feasible. It is essential to contact NCT9-1-1 prior to commencing any work at a site that could impact facilities or services. For example, excavation related to the installation of a new parking lot may potentially damage conduits and cables between the microwave tower and the ECC.

Telco Demarcation Requirements

NCT9-1-1 provides a dedicated telco data circuit which is to be demarcated at the 9-1-1 back board within the same room that the Backroom Rack is located. A path must be provided by the ECC if extension is required from the Telco minimum point of entry to the 9-1-1 server room. NCT9-1-1 requires a minimum of ninety (90) days for circuit ordering and turn up.

Data/Voice Wiring Details

All wires should be category 6 or greater (rated to the standards of local and/or state and federal building code).

Four (4) Cat6 cables are required per 9-1-1 position. Three (3) for Data and One (1) for Voice Recording.

Three (3) of these are terminated to a standard 110 patch panel (which is installed at the top of the 9-1-1 rack).

The position data connections are split between two colors, three (3) Blue for D (Data) and one (1) White for V (Voice).

NOTE: Colors may vary but must be two distinctly different colors according to the scheme.

These data connections should be surface mounted inside of console near 9-1-1 equipment (when possible).

Electrical/UPS Wiring Details

EATON UPS is a free-standing UPS. This unit does NOT require bolting to the floor, in fact, it must remain mobile for maintenance purposes. NOTE: Small individual UPS at the workstations are strictly prohibited.

Current measurements are as defined below, **but please confirm final placement with NCT9-1-1 prior to installation:**

- Length = 25.5"
- Width = 17"
- Height = 31.5"
- Max Weight = 257 Lbs.

Electrical/UPS Wiring Details

The ECC is responsible for providing UPS input (**from generator feed where available**) in the form of a 120V double pole circuit terminated on a master disconnect (pictured below). This disconnect is required for use during emergency power issues or for testing which requires full and immediate UPS shutdown. **This disconnect should be as close to the NCT9-1-1 master disconnect as possible.**

If the quote is approved by ECC, NCT9-1-1 will provide installation services and connection of the UPS bypass originating from the above master disconnect. This bypass switch will reside as close to the UPS as possible.

Electrical/UPS Wiring Details

If the quote is approved by ECC, NCT9-1-1 will provide and accurately label an appropriately sized distribution panel to accommodate the following:

- Single dedicated 15A 120V circuit per position.
- Two dedicated 15A 120V circuits for Backroom Server Rack.

If the quote is approved by ECC, NCT9-1-1 will provide one (1) orange 120V quad receptacles per position on its own circuit.
o These receptacles should be surface mounted inside of console near 9-1-1 equipment (when possible).

If the quote is approved by ECC, NCT9-1-1 will provide two (2) orange 120V quad receptacles mounted **above the backroom 9-1-1 rack** (each quad receptacle on its own dedicated circuit).

Any variations to the specifications above should be approved by NCT9-1-1 staff to avoid additional rework.