



Tuesday, March 17, 2026, 5:30 PM  
City Hall Council Chambers  
298 W Washington  
Stephenville, Texas 76401

## **AGENDA**

### **CALL TO ORDER**

### **REGULAR AGENDA**

1. Presentation Regarding 391 Erath-Somervell County Sub-Regional Planning Commission
2. Consider Approval of Resolution Authorizing and Approving Joining of a Sub-Regional Planning Commission to be known as the Erath-Somervell County Sub-Regional Planning Commission
3. Consider Appointment of a Designee for the Erath-Somervell County Sub-Regional Planning Commission
4. Consider Approval of Election Contract with Erath County Clerk's Office for the May 2, 2026 General Election
5. Consider Repeal of Development Contract with North 94 Land Development, LLC

### **PUBLIC WORKS COMMITTEE**

Alan Nix, Chair

6. Consider Award of the 2026 Harbin Drive Crosswalk Beacons Project

### **RECESS TO EMPLOYEE BENEFITS TRUST MEETING**

### **EMPLOYEE BENEFITS TRUST MEETING**

7. CALL TO ORDER
8. Discuss Employee Benefits for Plan Year 2026-2027
9. ADJOURN EMPLOYEE BENEFITS TRUST MEETING

### **RECONVENE TO CITY COUNCIL MEETING**

10. Consider Approval of Employee Benefits for Plan Year 2026-2027

### **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

11. **Section 551.074 Personnel Matters** - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Director of Administrative Services
12. **Section 551.071 Consultation with Attorney** - to Consult Over a Pending or Contemplated Litigation Regarding S2600 CITY ADDITION

### **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.

Resolution No. 2026-R-07

RESOLUTION OF CITY OF STEPHENVILLE, TEXAS AUTHORIZING AND APPROVING JOINING OF A "SUB-REGIONAL PLANNING COMMISSION"; AUTHORIZING COORDINATION WITH OTHER COUNTIES, MUNICIPALITIES, AND OTHER GOVERNMENTAL UNITS.

Came before the City of Stephenville City Council on this the 17<sup>th</sup> day of March 2026, the matter of authorizing and approving the joining of the sub-regional planning commission within Region 4, known as North Central Texas Council of Governments, to be known as the Erath-Somervell County Sub-Regional Planning Commission for the purpose of joining and cooperating to improve the health, safety, and general welfare of our residents.

**WHEREAS**, Chapter 391 of the Texas Local Government Code authorizes any combination of at least two (2) counties and/or municipalities to agree to establish a commission to plan for a sub-region; and

**WHEREAS**, the governing units within Region 4 have unique planning needs for which a cooperative effort among the uniquely affected governmental units to coordinate planning efforts is in the best interest of the citizens, and

**WHEREAS**, the City of Stephenville City Council, Texas finds it is in the public interest and to the benefit of the residents of the county and the citizens of this state to join the Erath-Somervell County Sub-Regional Planning Commission to provide for the special planning needs of the area.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF ERATH COUNTY, TEXAS, THAT:**

**Section 1. Authorization. The following actions are hereby authorized:**

- (A) The creation and joining of a commission pursuant to Chapter 391, Texas Local Government Code to be known as the Erath-Somervell County Sub-Regional Planning Commission (ESCSRPC) is authorized and approved;
- (B) Initially, the County limits of Erath County shall be included with the County Limits of Somervell County to form the boundaries of the newly created ESCSRPC;
- (C) The Mayor or his designee is authorized to take all steps necessary and required under Chapter 391, Texas Local Government Code, to establish and join the ESCSRPC, and act cooperatively in regard to planning, powers, and duties most suitable to the region's concerns as provided by law.

**Section 2. Purpose. The ESCSRPC’s purpose is to:**

- (A) Cooperate and coordinate with local governmental units sharing similar needs to plan for all matters dealing with health, safety, and general welfare of their residents, and/or other issues affecting the jurisdiction and residents of the ESCSRPC;
- (B) Study, research and create a plan to deal with future development of communities, areas, and regions regarding (765kv transmission lines) located within the jurisdiction of the ESCSRPC;
- (C) Protect and preserve the health, safety, welfare, and economic well-being of the citizens, businesses, and industry of the ESCSRPC;
- (D) Coordinate all efforts with all federal and state agencies pursuant to Texas Local Government Code 391;

**Section 3. Open Meetings.**

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

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF STEPHENVILLE, TEXAS:**

\_\_\_\_\_  
Lonn Reisman, Mayor

ATTEST:

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

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

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



# STAFF REPORT

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**SUBJECT:** Approval of Election Contract with Erath County Clerk’s Office

**DEPARTMENT:** Administration

**STAFF CONTACT:** Sarah Lockenour, City Secretary

## RECOMMENDATION:

Staff requests Council approve the contract for election services with Erath County Clerk’s Office for running of the 2026 General Election.

**ELECTION SERVICES CONTRACT  
WITH THE COUNTY ELECTIONS OFFICER  
STATE OF TEXAS, COUNTY OF ERATH**

THIS CONTRACT made by and between the City of Stephenville, hereinafter referred to as “Political Subdivision,” and Lana Stevens, County Election Officer for Erath County, Texas hereinafter referred to as “Contracting Officer,” and by authority of Section 31.092(b), Texas Election Code, for the conduct and supervision of the May 2, 2026 City/School Election. THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out:

Political Subdivision is holding an election for the selection of certain elected officers (at the expense of Political Subdivision).

The County owns an electronic voting system, the ES&S Express Vote System (Version 6.1.1.0), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. In addition to the Express Votes the County will also be using the ES&S Ballot on Demand system that will provide hand marked ballots. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

**DUTIES AND SERVICES OF “CONTRACTING OFFICER”**

The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment.

- (a) Contact the designated polling places and arrange for their use in the election.
- (b) Procure and distribute election kits and all necessary election supplies.
- (c) Procure all necessary voting machines and equipment, transport machines and equipment to and from the vote centers and prepare the voting machine and equipment for use at the vote centers. Perform all testing as required by law.
- (d) Work with ES&S Service Bureau to program ballot on behalf of Political Subdivision. The Contracting Officer may enter into a separate election’s services contract with another political subdivision for an election conducted on the same day. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Each Political Subdivision will furnish a list of candidates and/or propositions showing the

order and the exact manner in which they are to appear on the official ballot, including titles and text in each language in which the ballot is to be printed as soon after the filing period as possible.

(e) Serve as early voting clerk and provide deputy early voting clerks to assist with the early voting. As Early Voting Clerk, the Contracting Officer, shall receive applications for early voting ballots to be voted by mail. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately to the Contracting Officer, for processing.

(f) Notify the Political Subdivision of the date, time, and place of the election school and arrange for a facility for holding the school.

(g) Publish the legal notice of date, time, and place of the test of the electronic tabulating equipment and conduct such test.

(h) Be responsible for accumulating votes cast at each of the vote centers. In accordance with TEC, Chapter 127.151:

Accumulation Station Manager: Lana Stevens, Elections Administrator  
Station Supervisor: Tara Arredondo, Assistant Elections Administrator

The Contracting Officer will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Contracting Officer shall be responsible for conducting the post-election hand count required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the hand count, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

(i) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Subdivision who are responsible for holding the election.

### **DUTIES AND SERVICES OF "POLITICAL SUBDIVISION"**

(a) Political Subdivision will furnish a list of candidates and/or propositions showing the order and the exact manner in which they are to appear on the official ballot, including titles and text in each language in which the ballot is to be printed as soon after the filing period as possible.

(b) Publish and Post Notice of Election.

(c) Political Subdivision will provide copies of the Order of Election, Cancellation of Election, official canvass, and any other notices or orders regarding the Election made by the Political Subdivision

## **FEES**

(a) The Contracting Officer will be responsible to pay the early voting judges/clerks, Election Day judges/clerks, and the ballot board. If more than one entity is holding an election on the same date the election judge/clerk costs will be divided by the participants. The Political Subdivision will receive a statement for their portion of the costs as applicable, including a summary and copies of all invoices. The number of election judges used will vary depending on the number and type of election(s) being held, but the number of judges will never be less than three per location.

(b) Political Subdivision shall be responsible for paying a rental fee of voting machines during the election(s) at a rate of 3% of the purchase price of the equipment. This fee will be paid individually; it is not split between entities sharing the election. This includes the Express Vote machines (ballot marking device), DS200s (scanner), Ballot on Demand Printers, Express Poll (electronic voter registration list) and Election Ware (reports software) needed to conduct the election.

(c) ES&S will program and code the ballot for the election and bill Erath County. The Contracting Officer will then bill the Political Subdivision for their portion of the election.

(d) Contracting Officer will provide absentee ballot services to mail and process absentee ballots. The fee for the service is \$350.00, \$.78 per packet for postage, and \$2.56 per ballot packet processed.

(e) Political Subdivision will be charged the actual cost of publishing the Notice of Logic and Accuracy Test, or their portion of the fee if multiple entities are holding an election on the same day.

(f) There will also be a mileage fee and supply kit fee. If more than one entity is holding an election on the same date, these fees will be divided between the participants.

(g) An administrative fee of ten percent (10%) of the total cost of the election will be charged for overall supervision by the Contracting Officer.

(h) With the exception of the rental fee, if multiple entities share an election, the percentage of the election cost paid by the Political Subdivision will be based on the number of registered voters within that entity. The Contracting Officer will include the percentage calculations with the statement and invoice copies.

## **GENERAL CONDITIONS**

(a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable function specified by section 31.096 of the Texas Election Code.

(b) The Contracting Officer is the agent of the Political Subdivision for the purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the failure to pay a claim.

(c1) Unless otherwise agreed in the contract between the parties, where the Political Subdivision or Contracting Officer fails to perform one or more of its contractual duties, the consequences set out in this clause will follow if and to the extent that that party establishes: (1) that its failure to perform was caused by an impediment beyond its reasonable control and (2) that it could not reasonably have avoided or overcome the effects of the impediment.

(c2) The party invoking this clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event").

(c3) This provision shall become effective only if the party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

(c4) If the party failing to perform does not prove an impediment listed above, they are subject to a penalty fee due to the other party equal to the rental cost of the equipment and all expenses accrued up to that time/date.

(c5) If the party failing to perform does prove a Force Majeure event, the Political Subdivision will be responsible for all expenses accrued up to the time/date of the Force Majeure event.

(d) The Contracting Officer shall have this contract approved by Commissioners' Court of Erath County.

(e) Only the actual expenses directly attributable to the Contract may be charged (Section 31.00(b), Texas Election Code).

By signing this agreement, Political Subdivision is acknowledging that the Contracting Officer may enter into a separate election's services contract with another political subdivision for an election conducted on the same day.

**IN WITNESS WHEREOF**, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City of Stephenville

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Lana Stevens, Elections Administrator

\_\_\_\_\_  
Date

# STAFF REPORT



**SUBJECT:** 2026 Harbin Drive Crosswalk Beacons Project – Award Recommendation  
**MEETING:** Public Works Committee Meeting – 17 FEB 2026  
**DEPARTMENT:** Public Works – Streets  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends award of the 2026 Harbin Drive Crosswalk Beacons Project to Texas Traffic, LLC.

## BACKGROUND:

On February 5, 2026, the city received and opened four (4) bids for the above-mentioned project. The low bid of \$147,580.00 was received from Texas Traffic, LLC. of Everman, Texas.

The Harbin Drive Improvements Project was completed and formally accepted on August 5, 2025 and included construction of a pedestrian crosswalk at the intersection of Harbin Drive and Tarleton Street. This project would install push-button activated signals at this location to assist crossing pedestrians.

## PROJECT:

The proposed project includes the installation of hard-wired pedestrian hybrid beacons, also known as a High-Intensity Activated Crosswalk (HAWK) signal, on mast arms, one each over the northbound and southbound lanes of Harbin Drive at the Harbin and Tarleton crosswalk. Additional signage and striping will also be installed. A location exhibit is attached.

This type of signal can only be activated by a pedestrian. The signal lights remain off until a pedestrian presses the button and activates the beacons. An exhibit showing how to use the HAWK system is enclosed.

The project allows 120 calendar days to complete the work. The project design was completed in-house and a favorable award recommendation, copy attached, has been received from Michael Shelton, P.E., City Engineer.

## FISCAL IMPACT SUMMARY:

The approved FY25-26 budget did not specifically allocate funds for this project; however, the Finance Department has confirmed ample funds in the Annual Pavement Maintenance budget to address this project.

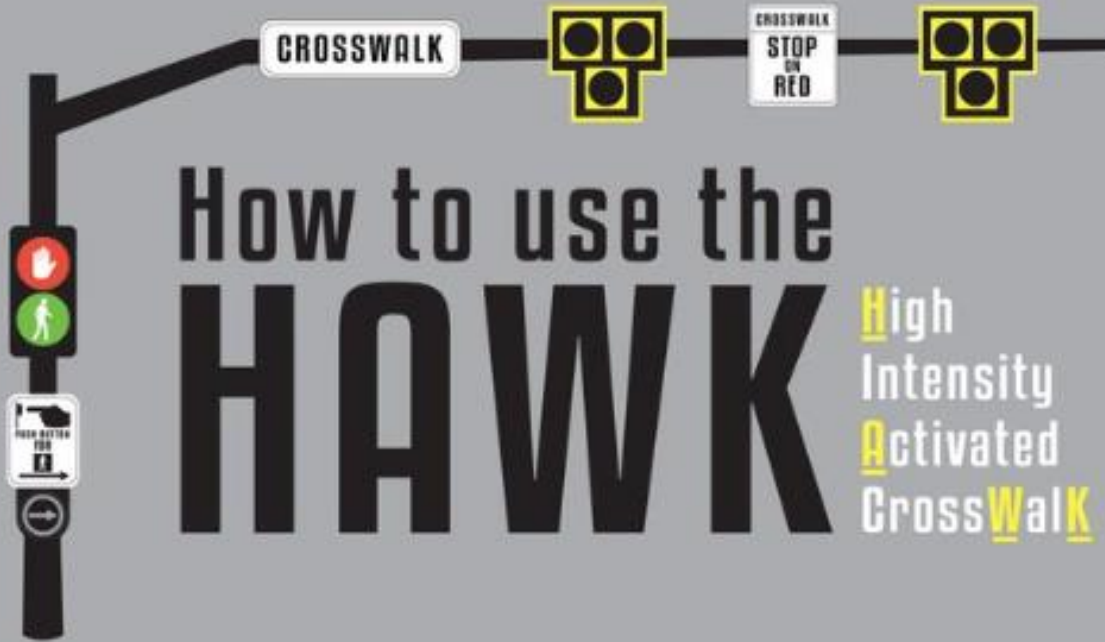
The project construction cost is \$147,580.00.

## ATTACHMENTS:

[How to Use the HAWK Exhibit](#)

[Location Exhibit](#)

[Recommendation Letter from City Engineer – Texas Traffic LLC Bid – \\$147,580.00](#)








# How to use the **HAWK** High Intensity Activated Crosswalk

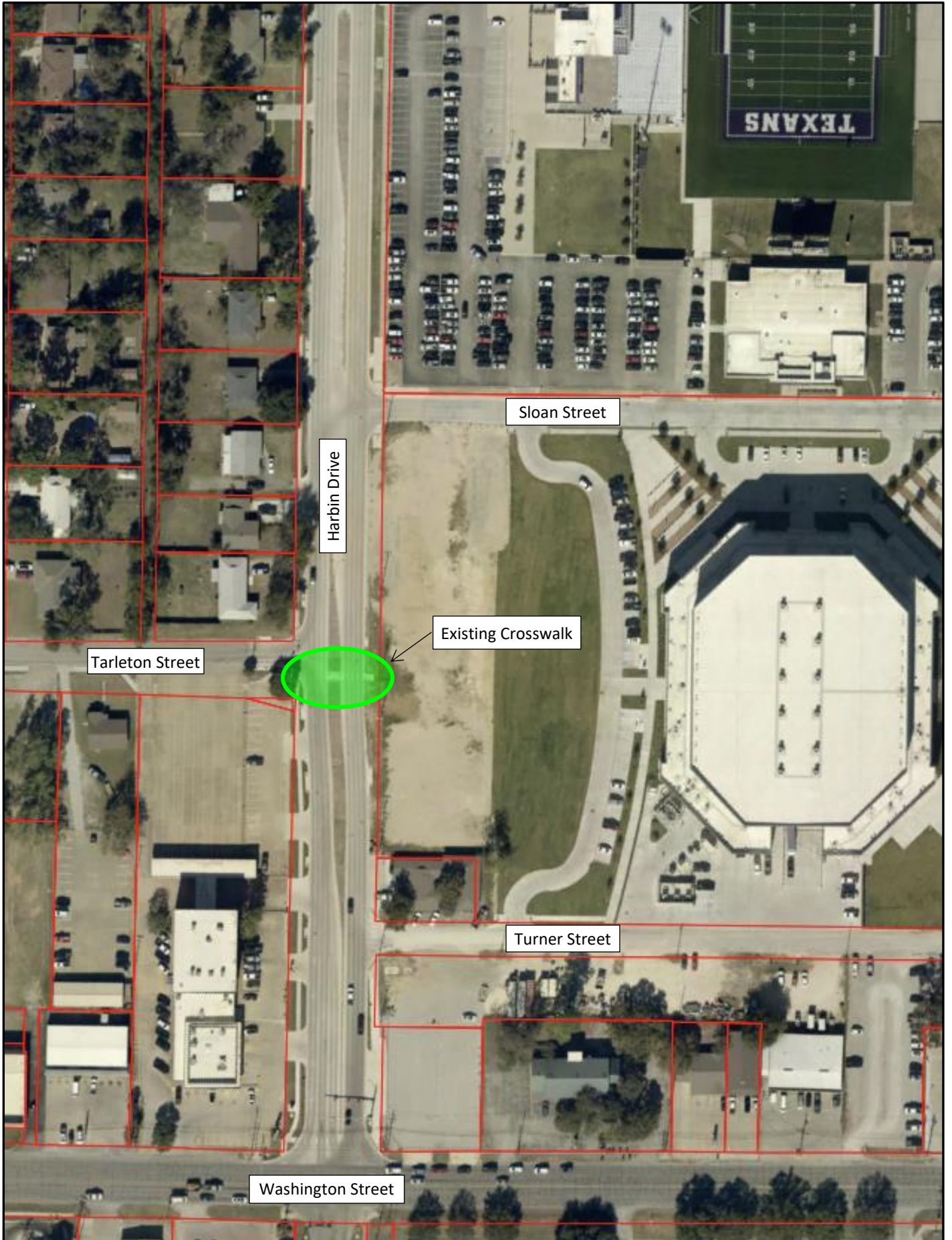
## PEDESTRIANS

SEE THIS	DO THIS
	<b>PUSH THE BUTTON</b>
	<b>STOP &amp; WAIT</b> for the WALK signal.
	<b>START CROSSING</b> Always watch for cars.
	<b>FINISH CROSSING</b>

## DRIVERS

SEE THIS	DO THIS
	<b>DRIVE</b> Always look for people who plan to cross.
 FLASHING	<b>SLOW DOWN</b> A person has activated the push button.
	<b>PREPARE TO STOP</b>
	<b>STOP</b> for pedestrian. (As with any signal RED means STOP)
 FLASHING	<b>STOP FIRST</b> Proceed with caution if no people are present.

# Location Exhibit





February 6, 2025

Mr. Nick Williams, PE, CFM  
City of Stephenville, Texas  
298 W. Washington Street  
Stephenville, TX 76401

RE: 2026 Harbin Drive Crosswalk Beacons  
Recommendation Letter and Bid Tabulation

Dear Mr. Williams,

On February 5, 2026, the City of Stephenville, Texas received bids for the 2026 Harbin Drive Crosswalk Beacons. The following bids were received:

Bidder	Base Bid
<b>Texas Traffic, LLC</b> .....	<b>\$147,580.00</b>
Lumin8 Transportation Technologies, LLC .....	\$259,486.00
American Traffic Construction, LLC .....	did not acknowledge both addenda
Road Solutions, LLC .....	did not acknowledge both addenda

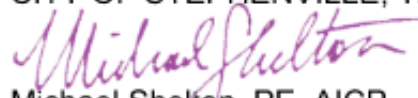
Texas Traffic, LLC (Everman, Texas) is the apparent low bidder for this project. The City Engineer's office reviewed the apparent low bidder's qualifications and has verified that the Contractor's bonding company is licensed in the State of Texas. Based on review of the references, Texas Traffic, LLC is the lowest responsive bidder and the City Engineer's office recommends award of the contract to Texas Traffic, LLC.

The detailed bid tabulation for this project is enclosed as Attachment A. A copy of the contractor references is enclosed as Attachment B.

Please contact me if you require any further information.

Sincerely,

CITY OF STEPHENVILLE, TEXAS

  
Michael Shelton, PE, AICP  
City Engineer

cc: Barbara Horton, P.E., CFM, City of Stephenville Assistant Director of Public Works – [bhorton@stephenvilletx.gov](mailto:bhorton@stephenvilletx.gov)  
City of Stephenville Purchasing Manager – [purchasing@stephenvilletx.gov](mailto:purchasing@stephenvilletx.gov)

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