



SPECIAL CITY COUNCIL MEETING

City Hall Council Chambers, 298 West Washington Street
Tuesday, January 21, 2025 at 5:30 PM

AGENDA

CALL TO ORDER

REGULAR AGENDA

- [1.](#) Consider Approval of Tarleton Street MOU with Tarleton State University
- [2.](#) Consider and Take Action on a Resolution Directing That Notice of Intent to Issue Certificates of Obligation be Posted to the City Website and Published in a Newspaper Circulated Within the City and Approving All Other Matters Pertaining Thereto
- [3.](#) Consider Approval of ERSI Enterprise License Agreement

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

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

ACTION TAKEN ON ITEMS DISCUSSED IN EXECUTIVE SESSION, IF NECESSARY

ADJOURN

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

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

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into and effective January 21, 2025 (the “Effective Date”), by and between Tarleton State University, an agency of the State of Texas and a member of The Texas A&M University System (“TARLETON”), and City of Stephenville (“Collaborator”). Member and Collaborator are sometimes hereafter referred to as “Party” individually and as “Parties” collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to **collaborate to enhance Tarleton Street.**
- 1.3 As part of their 125th anniversary, TARLETON intends to:
 - **work with Collaborator to promote a “service project” as part of the 2025 Tarleton Roundup held on March 8 to assist residents of Tarleton Street,**
 - **provide input on potential Tarleton Street improvement plans to create a pedestrian-friendly corridor connecting downtown Stephenville to Tarleton, and**
 - **make a financial investment to match a portion of the project costs.**
- 1.4 Collaborator intends to: **commit and prioritize efforts to make improvements to Tarleton Street in a phased approach and explore opportunities for external funding.**

Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.
 - (a) “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep

that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
 - (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
 - (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.4 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.
- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on the Effective Date and continues through December 31, 2026_ (the "Term"), unless sooner terminated as provided herein. The parties may extend the MOU for additional one year periods, not to exceed a total Term of five (5) years. Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten

(10) days after receiving written notice of the breach.

- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TARLETON is to be in the county in which the principal office of TARLETON's governing officer is located.
- 2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- (a) TARLETON: Tarleton State University
1333 W. Washington, Box T-0600
Stephenville, TX 76402
contracts@tarleton.edu
- (b) Collaborator: City of Stephenville
Attn: City Secretary
298 W Washington St.
Stephenville, Texas 76401
citysecretary@stephenvilletx.gov
- 2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- 2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.12 This MOU is assignable only with the written consent of both Parties.
- 2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire,

sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).

- 2.15 Member is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator expressly acknowledges that Member is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by Member of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.
- 2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

Tarleton State University

City of Stephenville

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Doug Svien

Title: Mayor of Stephenville

Date: _____

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF ERATH
CITY OF STEPHENVILLE

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

1. The City Council of the City (the "Council") convened in a special meeting on January 21, 2025, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Doug Svien – Mayor
LeAnn Durfey – Place 1
Gerald Cook – Place 2
Lonn Reisman – Place 3
Dean Parr – Place 4
Maddie Smith – Place 5
David Baskett – Place 6
Brandon Greenhaw – Place 7
Alan Nix – Place 8
Sarah Lockenour, City Secretary

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

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

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

NAY: _____ ABSTAIN: _____

2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in the Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Council's minutes of said meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Council as indicated therein; that each of the officers and members of the Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

SIGNED THIS JANUARY 21, 2025.

City Secretary

Mayor

RESOLUTION NO. 2025-R-01**A RESOLUTION DIRECTING NEWSPAPER PUBLICATION AND WEBSITE POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT**

THE STATE OF TEXAS
COUNTY OF ERATH
CITY OF STEPHENVILLE

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

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Resolution shall be effective immediately upon adoption.

PASSED and APPROVED, this the 21st day of January 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

Schedule I

CITY OF STEPHENVILLE, TEXAS
Self-Supporting Debt

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

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

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

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

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

City of Stephenville, Texas General Obligation Refunding Bonds Series 2022

City of Stephenville, Texas Combination Tax and Revenue Certificates of Obligation Series 2022

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

NOTICE IS HEREBY GIVEN that the City Council of the City of Stephenville, Texas (the "City"), at its meeting to commence at 5:30 p.m. on March 18, 2025, at the Stephenville City Hall Council Chambers, 298 W. Washington Street in Stephenville, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of certificates of obligation, in one or more series, in an amount not to exceed \$22,000,000 for the purpose of paying all or a portion of the City's contractual obligations incurred in connection with: (1) acquiring, constructing, renovating, and equipping of municipal buildings, facilities and administrative offices for the City; (2) constructing and improving streets, roads, alleys, bridges and sidewalks, including related cycle paths, lighting, signage and signalization, landscaping, streetscaping, screening walls, drainage, utility line relocations and the acquisition of land and rights-of-way therefor; and (3) paying legal, fiscal, engineering and architectural fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system.

In accordance with the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271"), the following information has been provided by the City: (i) the principal amount of all outstanding debt obligations of the City is \$1,570,000; (ii) the current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$1,740,700 (clauses (i) and (ii) exclude debt service for \$45,910,000 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations); (iii) the maximum principal amount of the certificates of obligation to be authorized is \$22,000,000; (iv) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$33,380,213; (v) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (vi) the maximum maturity date of the certificates of obligation to be authorized is February 15, 2045. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Chapter 271.

CITY OF STEPHENVILLE, TEXAS

STAFF REPORT



SUBJECT: Approve ERSI Enterprise License Agreement

DEPARTMENT: Geographical Information System - GIS

STAFF CONTACT: Jason King will present.

RECOMMENDATION:

ESRI is an annual software licenses agreement subscription for GIS mapping of utilities.

BACKGROUND:

We have utilized this vendor services for several years.

FISCAL IMPACT SUMMARY:

\$30,200.00 per year with a commitment for an additional 2 years at \$30,200 each.

ALTERNATIVES