



AGENDA

HALTOM CITY COUNCIL REGULAR MEETING

Council Chambers, City Hall, 4801 Haltom Road

Haltom City, Texas, 76117

Work Session – 6:00 P.M. Regular Session – 7:00 P.M.

Monday, February 10, 2025

CALL TO ORDER (General Comments) - 6:00 P.M.

EXECUTIVE SESSION

Section 551.071 – Consultation with Attorney - The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, open meetings, open records, code of ethics and conflicts of interest, sign regulations, commemoration event, election campaigning, appointment process and rules of procedure for boards and commissions, and pending or contemplated litigation or a settlement offer for the following cases:

- Flynn v. Haltom City Economic Development Corporation
- Darrell Ford v. City of Haltom City
- Ponderosa Mobile Home Park

Section 551.072 –Real Property - Deliberation regarding the purchase, exchange, lease or value of real property, and property owned or leased by the City.

Section 551.087 –Economic Development – Regarding financial or other incentives to a business prospect.

- Review and discuss items on the Regular Agenda of February 10, 2025

REGULAR SESSION - 7:00 P.M.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE - Council Member Troy Dunn

VISITOR / CITIZENS FORUM

This time is for any person to address the Council on any item that is posted on the agenda, except for items posted as public hearings which allow persons to speak when that agenda item is called. This is also the time for persons to speak to the Council about any matters that are not posted on the agenda. Please submit a completed Speaker's Request Form to the City Secretary and follow the instructions listed on the form. The Council cannot discuss, debate, or take formal action on any non-agenda issue brought forth, as it is not a posted agenda item in accordance with the open meetings law.

ANNOUNCEMENTS / EVENTS

Displayed on a Scrolling Banner during Executive Session.

PROCLAMATION(S)/RECOGNITION(S)/PRESENTATION(S) - None

EMPLOYEE SERVICE AWARDS - None

REPORTS - None

CONSENT AGENDA

1. MINUTES

Consideration and/or action regarding approval of the Minutes of the January 13 and January 27, 2025 Regular Meetings. (I. Rodriguez)

2. ORDINANCE NO. 2025-001-11 - SEWER RATES SCHEDULE

Consideration and/or action regarding the approval of Ordinance No. 2025-001-11 which amends Section 98-110: "Sewer Rates Schedule" of Article III, "Sewer Service" of Chapter 98, "Water and Sewers" of the City's Code of Ordinances. 2ND READING (G. Van Nieuwenhuize)

REGULAR AGENDA

ORDINANCES

3. ORDINANCE NO. 2025-002-03 - BUDGET AMENDMENT

CONDUCT A PUBLIC HEARING and consideration and/or action regarding the approval of Ordinance No. 2025-002-03 amending the city's budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, by providing for the creation of new budgeted employment positions within the city. 2ND READING (S. Johnson)

RESOLUTION(S)

4. RESOLUTION NO. R-2025-004-01 – Calling for Special Election

Consideration and/or action regarding approval of Resolution No. R-2025-004-01 calling for a Special Election to be held on May 3, 2025; providing procedures for the conduct of the election. (I. Rodriguez)

5. RESOLUTION NO. R-2025-005-10 - Acceptance of a Grant

Consideration and/or action regarding approval of Resolution No. 2025-005-10 authorizing the acceptance of a grant from the Texas Parks and Wildlife Department (TPWD) through the Conservation License Plate (CLP) program for Fish Habitat Development for North Park. (C. Pruitt)

OTHER BUSINESS

6. DEVELOPMENT AGREEMENT

Consideration and/or action to approve a Facilities Agreement with the owners of Callaway Place Addition: Lot 5 of Block 1, for the development of this lot. (G. Van Nieuwenhuize)

7. EASEMENT AND RIGHT-OF-WAY DEDICATION

Consideration and/or action to dedicate easement and right-of-way to Oncor Electric Delivery Company for the installation and maintenance of underground distribution lines and surface mounted equipment necessary to support the underground distribution lines. (G. Van Nieuwenhuize)

8. PROPOSAL AND CONTRACT (Piggyback Agreement)

Consideration and/or action to piggyback off of the City of North Richland Hills' Construction Agreement for 21-012 Bond Street Asphalt/Subgrade Improvements Services with Texas Materials Group, Inc. dba Texas Bit. (G. Van Nieuwenhuize)

9. EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT (ILA)

Consideration and/or action to approve EMS Interlocal Agreement between the City of Haltom City and the City of Fort Worth. (B. Jacobs)

CITY STAFF REPORTS

- 10. CODE ENFORCEMENT - (C. Rozanc)
- 11. SENIOR CENTER - SIGNAGE (C. Pruitt)

FUTURE AGENDA ITEMS

- 12. Consideration and/or action to approve items to be placed on future agendas.

BOARDS / COMMISSIONS / COMMITTEES

- 13. RESIGNATION OF BOARDS/COMMISSIONS/COMMITTEES
Consider approval of a resignation of a Board/Commission/Committee Member(s).
- 14. APPOINTMENTS/REAPPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES
Consider approval regarding appointments to Boards/Commissions/Committees.

Deputy Mayor Pro Tem Don Copper appoints Amy West (Place 5) to the Fire Service Board.

EXCUSED ABSENCE OF COUNCIL MEMBERS

- 15. ATTENDANCE REQUIREMENTS
Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a).
Attendance Requirements of the Haltom City Charter.

RECONVENE TO REGULAR SESSION

- 16. Take any action deemed necessary as a result of the Executive Session

ADJOURNMENT

CERTIFICATION

I, IMELDA RODRIGUEZ, CITY SECRETARY OF THE CITY OF HALTOM CITY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS POSTED ON THE OFFICIAL BULLETIN BOARDS IN CITY HALL ON THIS THE 7TH DAY OF FEBRUARY 2025, AT 5:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.



IMELDA B. RODRIGUEZ, TRMC
CITY SECRETARY

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE CITY HALL BULLETIN BOARD ON _____ DAY OF _____, 2025.

Name: _____ Title: _____

This facility is wheelchair accessible. Handicapped parking spaces are available. Request for sign interpretative services must be made 48 hours ahead of the meeting. To make arrangements call 817-222-7754.

Date Posted: February 7, 2025

CITY COUNCIL MEMORANDUM

City Council Meeting:	Monday, February 10, 2025, 6:00 PM
Department:	City Secretary
Subject:	MINUTES

BACKGROUND

A Regular Meetings were held on January 13 and 27, 2025, at City Hall.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommend that the City Council approve the minutes presented.

ATTACHMENTS

Minutes of January 13 and 27, 2025.

Attachments

[ag 011325 minutes.pdf](#)

[ag 012725 minutes.pdf](#)

MINUTES
HALTOM CITY COUNCIL MEETING
January 13, 2024

A Regular Meeting was held by the City Council of the City of Haltom City, Texas, on January 13, 2025, at 6:00 p.m. in the Council Chambers at City Hall, 4801 Haltom Road, Haltom City, Texas, 76117, with the following members present:

Mayor An Truong
Dep Mayor PT (DMPT) Don Cooper
Council Place 3 Ollie Anderson
Council Place 5 Troy Dunn

Mayor Pro Tem (MPT) Kyle Smith
Council Place 2 Kyle Hantz
Council Place 4 Scott Lindgren
Council Place 6 Dana Coffman

Absent: None

Staff Present: Rex Phelps, City Manager (CM); Sidonna Foust, Assistant City Manager (ACM); Wayne Olson, City Attorney (CA); Imelda B. Rodriguez, City Secretary (CS); Stormy Johnson, Finance Director (FD); Bryce Davis, Emergency Management Director (EMD); Cody Phillips, Police Chief (PC); Brian Jacobs, Fire Chief (FC); Christi Pruitt, Parks and Recreation Director (PRD); Erica Gill, Library Director (LD); Glenna Batchelor, Planning and Community Development Director (PCDD) and Bobbi Arthur, Senior Center Supervisor (SCS).

Section 551.071 – Consultation with Attorney - The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, open meetings, open records, code of ethics and conflicts of interest, and pending or contemplated litigation or a settlement offer for the following cases:

- Burkett Media v. City of Haltom City
- Flynn v. Haltom City Economic Development Corporation.
- Darrell Ford v. City of Haltom City

Section 551.072 – Deliberation about Real Property - Deliberation regarding the purchase, exchange, lease or value of real property, and property owned or leased by the City.

Section 551.074 – Personnel - Deliberation appointments of board and commissions.

Section 551.087 – Deliberation Regarding Economic Development Negotiations – Deliberation regarding financial or other incentives to a business prospect.

Mayor Truong called for an Executive Session at 6:01. The Executive Session ended at 7:14 p.m.

WORKSESSION

- **Presentation:** Heritage Village Development (J. Pitstick)
Mr. Pitstick addressed the Council, expressing his gratitude for their support, as well as the efforts of all departments involved in the development. As a gesture of appreciation, he presented a token of thanks.
- Review and discuss items on the Regular Agenda of January 13, 2025

CALL TO ORDER – Mayor Truong called the meeting to order at 7:15 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE – Council Member Ollie Anderson
VISITORS/CITIZENS FORUM – Mr.

ANNOUNCEMENTS/EVENTS – Displayed on a Scrolling Banner during executive session.

RECOGNITION AWARDS – Carter BloodCare, giving a recognition award to Haltom City Senior Center (**C. Horan – Carter BloodCare**)

Carter BloodCare honored the Haltom City Senior Center with a recognition award, presented by Coleen Horan. Senior Center Director Bobbie Arthur proudly accepted the plaque in appreciation of the center's contributions.

PRESENTATION(S)

- **Contest:** Neighborhood Christmas Decoration Winners – C. Pruitt
Mrs. Pruitt gave the details of the winners.
- **Fundraisers:** Two scholarship drives for Haltom High School girls by Haltom Chapter 982, Order of the Eastern Star. (L. Thompson)
Mrs. Lilian Furrie provided a detailed update on **two scholarship drives organized by** the Haltom Chapter 982, Order of the Eastern Star, benefiting the girls of Haltom High School. A heartfelt thank you to everyone who contributed.
- **Gratitude:** Thank you to everyone who supported the 2025 calendar sales! Proceeds included a check presentation to the Haltom City Senior Center from the Haltom City Senior Paint Class on behalf of the Haltom City Senior Paint Slingers. Sponsored by TotalEnergies E&P Barnett USA LLC. (L. Thompson).
The check was graciously presented by Mr. Wayne Thompson, on behalf of the Haltom City Senior Paint Class and the Haltom City Senior Paint Slingers, sponsored by TotalEnergies E&P Barnett USA LLC. The generous donation totaled \$3,200.00

REGULAR AGENDA

1. **Minutes** – Consideration and/or action regarding approval of the Minutes of the December 9, 2024, Regular Meeting. (**I. Rodriguez**)
- 2.3 **Ordinance No. O-2024-027-15 – CUP-006-24** – Consideration and/or action to approve the application of David Barber for a Conditional Use Permit for Office Warehouse and for Contractor's Office (w/shop and garage) uses in the "C-3" Commercial District, containing approximately 0.73 acres of land, on Block 32, West 160' of Lot 4, 5 and 6 of the Meadow Oaks Addition – Haltom, locally known as 3227 Rita Lane. **2nd Reading. (G. Batchelor)**
- 3.4 **Ordinance No. O-2024-028-15 – CUP-007-24** – Consideration and/or action to approve the application of David Barber for a Conditional Use Permit for Office Warehouse and for Contractor's Office (w/shop and garage) uses in the "C-3" Commercial District, containing approximately 1.4348 acres of land, on Block 15, Lot 3 of the Meadow Oaks Addition – Haltom, locally known as 3220 Haltom Road. **2nd Reading. (G. Batchelor)**

4.5 **Ordinance No. O-2024-029-15 – CUP-008-24** – Consideration and/or action to approve the application of David Barber for a Conditional Use Permit for Office Warehouse and for Contractor's Office (w/shop and garage) uses in the "C-3" Commercial District, containing approximately 0.73 acres of land, on W126.5' of Lots 1, 2, and 3, Block 32, Meadow Oaks Addition – Haltom, locally known as 5126 Broadway Avenue. **2nd Reading. (G. Batchelor)**

5.6 **Ordinance No. O-2024-025-15 – Z-003-24** – Consideration and/or action to approve the application of David Barber for a zone change request from "C-4" Commercial district to "C-3" Commercial District located on Block 32, West 160' of Lot 4, 5 and 6, Meadow Oaks Addition – Haltom, being approximately 0.73 acres of land, locally known as 3227 Rita Lane. **2nd Reading. (G. Batchelor)**

6.7 **Ordinance No. O-2024-026-15 – Z-004-24** – Consideration and/or action to approve the application of David Barber for a zone change request from "C-2" Commercial district to "C-3" Commercial District located on Block 15, Lot 3 of the Meadow Oaks Addition – Haltom, being approximately 1.4348 acres of land, locally known as 3220 Haltom Road. **2nd Reading. (G. Batchelor)**

CM Lindgren moved to approve items 1- 6.7, seconded by CM Dunn. **The vote was unanimous. Motion carried.**

REGULAR AGENDA

7.8 **Ordinance No. – O-2024-030-15 – Z-005-24** – Conduct a public hearing and consideration and/or action on the application of Joyce Engler Walters and David Engler, for a zone change request from "C-3" Commercial District to "MF-2" Multifamily Residential District located on located at the southern portion of the Alexander Hood Survey, Abstract 682, Tract 2, James M. Robinson Survey, Abstract 1346, Tract 1A & Green B. Stanley Survey, Abstract 1378, Tracts 5B1 & 5B2, being the majority of the 15.2749 acres of land and specifically 12.331 acres of land excluding the southwest corner of the tract that is currently zoned "C-3" Commercial, the property is bound by High Pointe Drive to the North, North East Loop 820 to the South, Haltom Road to the West and High Pointe Drive to the East, locally known as 4909 North East Loop 820. **1st Reading. (G. Batchelor)**

PCDD Batchelor informed the Council of the details regarding the zone change request and provided an overview of the city's recent workshop on Land Use and Revitalization. He noted that the request conflicts with the city's established vision for the property's intended use. As a result, the Planning and Zoning Commission recommended denial of the ordinance with a unanimous 4-0 vote on December 10, 2024.

Mayor Truong opened the public hearing at 7:45 p.m.

Mr. Phil Welsh addressed the Council, expressing his concerns regarding the denial of the zone change request.

With no further public comments, the Mayor closed the public hearing at 7:54 p.m.

CM Coffman moved to deny Ordinance No. O-2024-030-15 – CUP-005-24 on its first reading, second by MPT Smith. **The vote was unanimous. Motion carried.**

The City Attorney clarified that a "yea" vote signified support for denying the zoning request.

RESOLUTION(S)

8.9 **Resolution No. R-2025-001-01** Conduct a public hearing and consideration and/or action regarding approval of Resolution No. R-2025-001-01 requesting a referendum on the continuation of the Haltom City Crime Control and Prevention District. **(I. Rodriguez)**

CS Rodriguez and CA Olson briefed the Council on the resolution details.

In response to Councilwoman Coffman's inquiry, they confirmed that if the CCPD Board calls for this election, it will coincide with the General Election in May 2025.

Mayor Truong opened the public hearing at 7:59 p.m. With no public comments, he closed the hearing at 8:00 p.m.

CM Dunn moved to approve Resolution No. R-2025-001-01, seconded by CM Hantz. ***The vote was unanimous. Motion carried.***

9.10 **Resolution No. R-2025-002-01 – May 2025 General Election** – Consideration and/or action regarding approval of Resolution No. R-2025-002-01 calling for a general election to be held on May 3, 2025, for the offices of mayor, city council place 1, city council place 2, and city council place 7; approving a joint election agreement with Tarrant County; providing procedures for the conduct of the election. **(I. Rodriguez)**

CS Rodriguez informed the Council on the resolution details.

CM Hantz moved, to approve Resolution No. R-2025-002-01, seconded by CM Coffman. ***The vote was unanimous. Motion carried.***

10. **Resolution no. R-2025-003-03- Amending Fee Schedule-** Consideration and/or action regarding approval of Resolution No. R-2025-003-03 amending the Fee Schedule of Appendix C of the Code of Ordinance. **(S. Johnson)**

FD Johnson informed the Council on the resolution details.

CM Coffman moved to approve Resolution No. R-2025-003-003, seconded by MPT Smith. ***The vote was unanimous. Motion carried.***

OTHER BUSINESS

11. **Development Agreement** – Consideration and/or action to approve a Facilities Agreement with the owners of Callaway Place Addition, Block 1, for the construction of a private access roadway and underlying public infrastructure within the Callaway Place Addition and the Fossil Ridge, Phase III, Addition. **(G. Van Nieuwenhuize)**

PWD Van Nieuwenhuize informed the City Council about the Facilities Agreement with the owners of Callaway Place Addition, Block 1. He recommended that the Council authorize the City Manager to execute the agreement for the private roadway and its underlying public infrastructure, subject to review, modifications, and approval by the City Attorney.

MPT Smith moved to approve Facilities Agreement with the owners of Callaway Place Addition, Block 1, as recommended by the department for the construction of a private access roadway and underlying public infrastructure within the Callaway Place Addition and the Fossil Ridge, Phase III, seconded by CM Dunn. ***The vote was unanimous. Motion carried.***

12. **Property For Sale** – Consideration and/or action regarding an offer to purchase city owned properties located at the 5000 block of Bernice Street as described in the public notices. **(R. Phelps)**

CM Phelps informed the council about the property sale which had been discussed during the executive session.

CM Lindgren moved to deny the offer of \$350,000.00 offer, seconded by CM Dunn. ***The vote was unanimous. Motion carried.***

13. **City Property**– Discussion and possible action regarding city owned property, specifically located at 5024 Boardway Avenue. **(R. Phelps)**

CM Phelps informed the council about the details of the old City Hall property. Staff recommended demolishing the building and auctioning off its contents.

CM Coffman moved to proceed with the auction of the items, demolish the building, and explore the best future use of the property, seconded by CM Dunn. ***The vote was unanimous. Motion carried.***

CITY STAFF REPORTS

14. **North Park Update – (C. Pruitt)**

PRD Pruitt provided the Council with a update on the ongoing developments and improvements at North Park.

15. **Tree Bole and Nuisance Cart Ordinances Update – (J. Steele)**

CHS Steele delivered a detailed presentation outlining the latest revisions and enforcement measures related to the Tree Bole and Nuisance Cart Ordinances.

FUTURE AGENDA ITEMS

14. Consideration and/or action to approve items to be placed on future agendas.

Councilwoman Coffman – requested follow up on Floodplain item.

BOARDS/COMMISSIONS/COMMITTEES

15. **Resignations of Board/Commissions/Committee Members** – Consider approval of the resignations of Board/Commission/Committee Members.

A. Francesca Gum – Fire Services Board (Place 7)

DMPT Cooper moved to approve resignation, seconded by CM Anderson. ***The vote was unanimous. Motion carried.***

16. **Appointment/Reappointment to Boards/Commissions/Committees** – Consider approval regarding appointments to Boards/Commissions/Committees.

None.

EXCUSED ABSENCE OF COUNCIL MEMBERS

17. **Attendance Requirements** – Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a). Attendance Requirements of the Haltom City Charter. There were no absences.

None

EXECUTIVE SESSION – 8:39

See Posting on Page One (1) of Agenda.

RECONVENED TO REGULAR SESSION – 9:05

18. Take any action deemed necessary as a result of the Executive Session.

No action taken.

ADJOURNMENT

Mayor Truong adjourned the meeting at 9:06 p.m.

RESPECTFULLY SUBMITTED BY:

APPROVED BY:

Imelda B. Rodriguez, City Secretary

Dr. An Truong, Mayor

MINUTES
HALTOM CITY COUNCIL MEETING
January 27, 2024

A Regular Meeting was held by the City Council of the City of Haltom City, Texas, on January 27, 2025, at 6:00 p.m. in the Council Chambers at City Hall, 4801 Haltom Road, Haltom City, Texas, 76117, with the following members present:

Mayor An Truong
Dep Mayor PT (DMPT) Don Cooper
Council Place 3 Ollie Anderson
Council Place 5 Troy Dunn

Mayor Pro Tem (MPT) Kyle Smith
Council Place 2 Kyle Hantz
Council Place 4 Scott Lindgren
Council Place 6 Dana Coffman

Absent: None

Staff Present: Rex Phelps, City Manager (CM); Sidonna Foust, Assistant City Manager (ACM); Alicia Kreh, City Attorney (CA); Imelda B. Rodriguez, City Secretary (CS); Stormy Johnson, Finance Director (FD); Bryce Davis, Emergency Management Director (EMD); Cody Phillips, Police Chief (PC); Brian Jacobs, Fire Chief (FC); Glenna Batchelor, Planning and Community Development Director (PCDD) and Gregory s. Van Nieuwhuize (PWD).

CALL TO ORDER (General Comments) - 6:00 P.M.

Section 551.071 – Consultation with Attorney - The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, open meetings, open records, code of ethics and conflicts of interest, sign regulations, intergovernmental correspondence, appointment process boards and commissions, and pending or contemplated litigation or a settlement offer for the following cases:

- Burkett Media v. City of Haltom City
- Flynn v. Haltom City Economic Development Corporation.
- Darrell Ford v. City of Haltom City
- Ponderosa Mobile Home Park

Section 551.072 –Real Property - Deliberation regarding the purchase, exchange, lease or value of real property, and property owned or leased by the City.

Section 551.074 –Personnel Matters - Deliberation regarding the appointment, employment, evaluation, reassignment, or duties of the City Manager.

Section 551.087 –Economic Development – Regarding financial or other incentives to a business prospect.

- Review and discuss items on the Regular Agenda of January 27, 2025

REGULAR SESSION

CALL TO ORDER – Mayor Truong called the meeting to order at 7:08 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE – Council Member Scott Lindgren

VISITORS/CITIZENS FORUM - None

ANNOUNCEMENTS/EVENTS – Displayed on a Scrolling Banner during executive session.

RECOGNITION AWARDS – Fire Department – Morgan Cudd and Justin Bradshaw (**B. Jacobs**)

Mayor Truong and FC Jacobs presented Certificates of Recognition to Morgan Cudd and Justin Bradshaw.

EMPLOYEE SERVICE AWARDS - None

PRESENTATION(S) - Contest: Neighborhood Christmas Decoration Winners

Beatification Board Chairperson, Denise Ford gave a presentation of the winners.

REPORTS

1. **1st Quarter Statistics** – Haltom City Police (PC. C Phillips)

PC Phillips presented a detailed report featuring Year-to-Date (YTD) comparisons from October to December, covering various key metrics. These included Census Population Data, Calls for Service, and Part 1 Offenses, with specific breakdowns for Murder, Sexual Assault, Robbery, Aggravated Assault, Burglary (Building and Residence), Theft, Burglary of a Motor Vehicle, and Vehicle Theft. Additionally, he provided a YTD comparison of arrests. Following his presentation, Phillips addressed questions from the Council.

REGULAR AGENDA

ORDINANCE(S)

2. **Ordinance No. 2025-001-11- Sewer Rates Schedule**

Consideration and/or action regarding the approval of Ordinance No. 2025-001-11 which amends Section 98-110: “Sewer Rates Schedule” of Article III, “Sewer Service” of Chapter 98, “Water and Sewers” of the City’s Code of Ordinances. 1st Reading (**G. Van Nieuwenhuize**)

PWD Van Nieuwenhuize presented the Council with details of the proposed ordinance amendment and recommended its approval.

In response to a question from Councilman Hantz, Mr. Van Nieuwenhuize confirmed that the ordinance number listed is correct for approval on the first reading. He also noted that minor typographical errors on the memo page will be corrected before the second reading.

Councilman Hantz moved to approve Ordinance No. 2025-001-11 on its **1st reading** seconded by Councilman Anderson. ***The vote was unanimous. Motion carried.***

3. **Ordinance No. 2025-002-03 - Budget Amendment**

Consideration and/or action regarding the approval of Ordinance No. 2025-002-03 amending the city's budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, by providing for the creation of new budgeted employment positions within the city. 1st Reading (**S. Johnson**)

CM Phelps informed that this amendment was requested by the Council during a workshop. FD Johnson noted that the matter was also discussed in the executive session, and staff recommended approval of the new positions, which would increase the general fund to \$45,145,515.00 while ensuring compliance with city and state law.

Mayor Truong opened the public hearing at 7:43 p.m. With no comments from the public, the Mayor closed the hearing at 7:44 p.m.

CM Dunn moved to approve Ordinance No. O-2025-002-03, a Budget Amendment, on **1st reading**, second by CM Coffman. ***The vote was unanimous. Motion carried.***

OTHER BUSINESS

4. **Agreement** – Consideration and/or action to approve a Microsoft Government Enterprise Agreement with SoftwareOne. (**D. Klopfenstein**)

ITD Klopfenstein briefed the Council on the details of the agreement and recommended its approval. He also addressed questions from the Council.

CM Lindgren moved to approve the Microsoft Governmental Enterprise Agreement with SoftwareOne, seconded by DMPT Cooper. ***The vote was unanimous. Motion carried.***

5. **Change Order No. 1** Consideration and/or action regarding the approval of Change Order No. 1 in the amount of \$73,052.75 to the Paving, Drainage, & Utility Reconstruction Improvements for Ray Drive & Ray Court Project. (**G. Van Nieuwenhuize**)

PWD Van Nieuwenhuize briefed the Council on the specifics of Change Order No. 1, with staff recommending approval.

MPT Smith moved to approve Change Order No. 1 in the amount of \$73,52.75, seconded by CM Coffman. ***The vote was unanimous. Motion carried.***

CITY STAFF REPORTS

Floodplain Presentation (**G. Van Nieuwenhuize**)

PWD G. Van Nieuwenhuize provided the Council with a comprehensive presentation on floodplain management.

Ordinance Violation Initiative (**C. Phillips**)

PH C. Phillips briefed the Council on the ordinance violation compliance initiative, in accordance with Haltom City Code of Ordinances, Article III, Sections 90-76 and 90-83.

FUTURE AGENDA ITEMS

6. Consideration and/or action to approve items to be placed on future agendas.

BOARDS/COMMISSIONS/COMMITTEES

7. **Resignations of Board/Commissions/Committee Members** – Consider approval of the resignations of Board/Commission/Committee Members.

Beautification Board – Angie Beeson (Place 5)

CM Dunn moved to approve resignation, seconded by MPT Smith. ***The vote was unanimous. Motion carried.***

8. **Appointment/Reappointment to Boards/Commissions/Committees** – Consider approval regarding appointments to Boards/Commissions/Committees.

- a. Councilmember Troy Dunn appoints Cecilia Long (Place 5) to the Beautification Board.

CM Dunn moved to approve the appointment, seconded by CM Lindgren. ***The vote was unanimous. Motion carried.***

- b. Councilmember Troy Dunn reappoints Jana Kristofek (Place 5) to the Crime Control and Prevention District Board; Terri Grizzelle (Place 5) to the Library Board; and Jessica PI Quigley (Place 5) to the Planning and Zoning Commission.

CM Dunn moved to approve reappointments, seconded by MPT Smith. ***The vote was unanimous. Motion carried.***

- c. Councilmember Scott Lindgren reappoints Craig Massie (Place 4) to Beautification Board; Beverly Henson (Place 4) Crime Control and Prevention District Board; Amanda Hughes (Place 4) Library Board; Virginia “Jenna” Shelton (Place 4) Parks and Recreation Board; Jeannine Nunn (Place 4) Planning and Zoning Commission; and Dario Juarez (Place 4) Zoning Board of Adjustments.

CM Lindgren moved to approve reappointments, seconded by MPT Smith. ***The vote was unanimous. Motion carried.***

- d. Deputy Mayor Pro Tem Don Cooper appoints alternate member Carol Davis to (Place 7) on the Zoning Board of Adjustments.

DMPT Cooper moved to approve the appointment, seconded by CM Dunn. ***The vote was unanimous. Motion carried.***

EXCUSED ABSENCE OF COUNCIL MEMBERS

9. **Attendance Requirements** – Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a). Attendance Requirements of the Haltom City Charter.

EXECUTIVE SESSION – 8:56

See Posting on Page One (1) of Agenda.

RECONVENE TO REGULAR SESSION -9:25

10. Take any action deemed necessary as a result of the Executive Session.

CM Dunn moved to approve City Manager salary increase as discussed in executive session, seconded by CM Coffman. ***The vote was unanimous. Motion carried.***

ADJOURNMENT

RESPECTFULLY SUBMITTED BY:

APPROVED BY:

Imelda B. Rodriguez, City Secretary

Dr. An Truong, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: Public Works

Subject: ORDINANCE NO. 2025-001-11 - SEWER RATES
SCHEDULE

BACKGROUND

Staff has been made aware of at least one business within the City that uses a significant amount of water in their manufacturing process that never enters their waste stream and consequently never enters the City's sanitary sewer collection system. However, this business is being invoiced as if 100% of the water that goes through their water meters also enters the City's sanitary sewer collection system. While invoicing businesses in this manner is typical because a significant amount of the water most businesses use is discharged into the City's sanitary sewer collection system, there is at least one "high water use" business within the City in which this is not the case. As a result this business is paying the City for accepting 100% of their wastewater discharge and it is estimated that 30% to 40% of the water this business uses actually enters into the City's sanitary sewer collection system.

Ordinance No. O-2025-001-11 would allow for this business as well as other businesses classified as industrial heavy users who consume twenty-five percent (25%) or more of their metered water to also have their waste stream metered and then their wastewater portion of their utility bill would be based on the amount of wastewater that is actually metered. This Ordinance would also require the wastewater meter of such businesses to meet the following requirements:

1. The particular meter installed is acceptable to the City;
2. The meter is located in an acceptable location approved by the City so the City can easily access the meter for inspection and meter reading;
3. The meter shall be able to be read by the City's automated meter reading system; and
4. Such meter shall be required to be tested and calibrated at the business's expense twice a year, or as recommended by the manufacturer if more than twice a year, to assure accuracy. Meters that are not in compliance with AWWA standards shall be replaced at the business's expense.

FISCAL IMPACT

Staff anticipates that there will be a fiscal impact to the Water & Sewer Fund; however, the impact can be accommodated in FY2025. This impact will also be re-examined for the FY2026 Budget.

RECOMMENDATION

Staff recommends that the City Council approve Ordinance No. O-2025-001-11.

ATTACHMENT

Ordinance No. O-2025-001-11 (which amends Section 98-110: "Sewer Rates Schedule" of Article III, "Sewer Service" of Chapter 98, "Water and Sewers" of the City Code)

Attachments

[Item AAa Ordinance for Sanitary Sewer Metering.pdf](#)

ORDINANCE NO. 2025-001-11

AN ORDINANCE AMENDING SECTION 98-110, "SEWER RATES SCHEDULE," OF ARTICLE III, "SEWER SERVICE," OF CHAPTER 98, "WATER AND SEWERS," OF THE CODE OF ORDINANCES, CITY OF HALTOM CITY, TEXAS, ESTABLISHING FEE CALCULATIONS, A SEWER RATE SCHEDULE, MONTHLY VOLUME OF WASTEWATER FOR BOTH RESIDENTIAL AND NON-RESIDENTIAL USERS, DELINQUENCY CHARGES, SEPARATE MINIMUM CHARGES FOR SEPARATE UNITS, SEWER SURCHARGE; AND SURCHARGE GROUP CLASSIFICATIONS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City, Texas (the "City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City operates a public water and sewer system to provide necessary services for the benefit of its citizens; and

WHEREAS, the City Council has previously adopted a sewer rate schedule to equitably levy and collect sewer service fees for each sanitary sewer connection to the public sewer system; and

WHEREAS, the City Council now desires to amend its sewer rate schedule to provide for the proper calculation of the monthly volume of wastewater for certain non-residential water users.

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

SECTION 1.

Section 98-110, "Sewer Rates Schedule," of Article III, "Sewer Service," of Chapter 98, "Water and Sewers," of the Code of Ordinances, City of Haltom City, Texas, is amended to read as follows:

Sec. 98-110. – Sewer rates schedule.

- (a) *Fees.* It is hereby determined and declared to be necessary for the City to levy and collect service fees on each sanitary sewer connection from all persons, firms, and corporations using, or having access to, the sewer system. The City Council will

adopt by resolution a sewer rate schedule establishing a minimum monthly charge and a volumetric rate per 1,000 gallons of consumption usage. The City Council may review the schedule of rates at any time and may, by resolution, increase or decrease said rates within the schedule upon a determination that said increase or decrease is warranted.

- (b) *Sewer Rate Schedule.* A sewer rate schedule, as stated in Appendix C - Fee Schedule, shall be adopted each budget year.
- (c) *Monthly Volume of Wastewater: Residential Users.* The monthly volume of wastewater generated by a residential user shall be assumed to be equivalent to the average monthly water consumption for that customer for the preceding months of December, January, and February. If water consumption records are not available for a customer for these months, the monthly volume of wastewater shall be assumed to be the same as the water consumption for that month.
- (d) *Monthly Volume of Wastewater: Non-Residential Users.* The monthly volume of wastewater generated by a non-residential user shall be assumed to be the same as the water consumption for that month. For businesses that are classified as industrial heavy users under the water rate schedule established in Appendix C, any such user that consumes twenty-five percent (25%) or more of their total water volume for industrial processing, the monthly volume of wastewater returned to the City's sewer system may be calculated through the use of a sewer meter or deduct meter. All sewer meters and deduct meters shall be installed at the business's expense. Any sewer meter or deduct meter installed by a qualifying industrial heavy user shall be installed such that:
 - (1) The particular meter installed is acceptable to the City;
 - (2) The meter is located in an acceptable location approved by the City so the City can easily access the meter for inspection and meter reading;
 - (3) The meter shall be able to be read by the City's automated meter reading system; and
 - (4) Such meter shall be required to be tested and calibrated at the business's expense twice a year, or as recommended by the manufacturer if more than twice a year, to assure accuracy. Meters that are not in compliance with AWWA standards shall be replaced at the business's expense.
- (e) *Delinquency.* Charges for sewer service shall be due and payable on or before the date shown on the utility bill. In the event said bill is not paid by the due date, a penalty charge established by the City shall be added to the bill, and the connection may be cut off without notice by the City.
- (f) *Separate Minimum Charge for Separate Units.* When more than one building, apartment, or other subdivision of space in any residence or commercial building is served through one meter, each such additional building, apartment, or subdivision of space shall be deemed a separate water service unit, and a separate minimum charge shall be made therefore and collected by the utility

billing department. In any case, such minimum charges shall be the regular minimum charge at the current rates in effect at the time of billing.

(g) *Sewer Surcharge.*

- (1) Computation. All water/sewer accounts will be classified into one of the surcharge group classifications and shall pay a monthly sewer surcharge which shall be in addition to the monthly sewer service charge. Computation of surcharges shall be based on the following formula:

$$S = (C/1,000,000 \times 8.34 \times T \times TR) + (C/1,000,000 \times 8.34 \times B \times BR)$$

Where:

C = Monthly water consumption (sewer discharge)

T = Total suspended solids (TSS)

TR = Unit cost suspended solids (\$/lb.)

B = Biochemical oxygen demand (BOD)

BR = Unit cost oxygen demand (\$/lb.)

The BOD and TSS values for each group will be determined once every 12 months or as necessary to accurately reflect the discharge strength of the customer. The unit costs of treatment will be based on costs to the City under the wastewater contract with the City of Fort Worth. These values will be reviewed annually and may be adjusted to reflect the true cost to the City for charges under the contract and administration of the surcharge program.

Sewer Surcharge Rates

Biochemical oxygen demand (BOD) per pound	\$0.3682
Total suspended solids (TSS) per pound	\$0.2514

Notwithstanding the provisions for calculating sewer surcharges as outlined above, a maximum surcharge shall be assessed against residentially owned property not to exceed a consumption rate of 11,000 gallons of expended water.

- (2) Surcharge Group Classifications. The water/sewer department may classify all customers into groups which reflect sewage strength based on surveys of each group. The class groups are:
- Food service: Includes restaurants, bars, lounges, and other establishments, which engage in sale of food or beverage, which is served directly to the public.

- b. Delicatessen/bakery: Includes specialty food sales for delicatessens, bakeries, donut shops, and other establishments where the sale of food is generally on a "takeout basis."
 - c. Equipment services and manufacturing: Includes establishments which perform washing, cleaning, or servicing of automobiles, trucks, buses, machinery, or equipment, also manufacturing facilities where water is used for cleaning or production of products. Laundry/dry cleaning businesses are included.
 - d. Food and kindred products processing. Includes commercial establishments which engage in the preparation, packaging, processing, or distribution of food, food products, grains, or produce, other than those included in group (a) or (b).
 - e. Residential/Commercial: Includes apartment complexes and trailer parks metered as such as well as all residential accounts.
 - f. Significant users or contributors: Includes all facilities identified by monitoring their sewer discharge that contribute significantly greater quantities and/or strength sewage to be classified individually.
 - g. The water and sewer department may establish additional classes as deemed necessary to recover costs from other dischargers of high strength sewage.
 - h. The water and sewer department shall assess an industrial surcharge rate for each class group based on waste strength determinations established by averaging grab or composite samples or both, taken from a representative number of establishments in each group, and shall apply this rate to the water consumption or metered wastewater. The water and sewer department shall then add the appropriate industrial surcharge to billings for regular water and sanitary sewer service for each establishment classified into a class group.
- (3) If an establishment contains operations from more than one of the class groups, the surcharge for the establishment will be based on the highest surcharge group class at that location, as determined by the utility billing department with the approval of the director of public works.
- (4) The water and sewer department may revise from time to time, class group surcharge rates based on analysis of current samples. Such rates shall be established by resolution of the City Council.

SECTION 2.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of Haltom City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION 3.

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

SECTION 4.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and shall be fined, upon conviction, in accordance with Chapter 1, Section 1-5, Code of Ordinances, City of Haltom City, Texas. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

SECTION 5.

All rights and remedies of the City of Haltom City are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Haltom City, Texas, or any other ordinances regarding the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Haltom City is hereby directed to publish in the official newspaper of the City of Haltom City, the caption and penalty clause of this Ordinance once within ten (10) days after the first reading of this Ordinance as required by Section 10-01 of the Charter of the City of Haltom City.

SECTION 7.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON FIRST READING ON THIS 27th DAY OF JANUARY 2025.

PASSED AND APPROVED ON SECOND READING ON THIS 10TH DAY OF FEBRUARY 2025.

An Truong, Mayor

ATTEST:

Imelda Rodriguez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wayne K. Olson, City Attorney

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: Finance

Subject: ORDINANCE NO. 2025-002-03 - BUDGET
AMENDMENT

BACKGROUND

On November 18th, 2024, the City Council and staff held a Work Session during which it was recommended the City create two new staff positions: an Economic Development Director and a Communications/Public Relations Specialist. The estimated cost to fund the remainder of the year is \$180,000, necessitating an amendment to the budget.

In accordance with applicable statutes and the City Charter, the original FY2024-2025 Budget was adopted by the City Council on August 26, 2024, with a General Fund total of \$44,966,515. To revise the adopted General Fund budget as required, a public hearing and first reading for the proposed revised budget are scheduled for January 27, 2025.

FISCAL IMPACT

The proposed revised budget for FY2024-2025 reflects an increase in the General Fund to \$45,145,515 to account for the two new positions. The revised budget is in compliance with the City Charter and applicable State statutes.

The attached budget ordinance reflects the proposed revised budget for fiscal year 2024-2025 budget. This is the first reading for the adoption of the revised budget. The second reading will be conducted on February 10, 2025.

RECOMMENDATION

Staff recommends that the City Council approve the first reading of Ordinance No. O-2025-002-03 and adopt the revised FY2024-2025 Budget.

ATTACHMENTS

Ordinance No. O-2025-002-03

Attachments

[BudgetAmendment.2025.Rev.pdf](#)

ORDINANCE NO. 2025-002-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALTOM CITY, TEXAS, AMENDING THE CITY'S BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025 BY PROVIDING FOR THE CREATION OF NEW BUDGETED EMPLOYMENT POSITIONS WITHIN THE CITY; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET, AS AMENDED; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City, Texas (the "City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, on August 26, 2024, the City Council of the City ("City Council") adopted Ordinance No. O-2024-014-03 approving its Annual Budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025; and

WHEREAS, after approval of said Annual Budget, it has been determined to be in the best interest of the City to create two new employment positions for an Economic Development Director and a Communications/Public Relations Specialist, which requires amendment of the Annual Budget; and

WHEREAS, Section 102.010 of the Local Government Code allows the City to make changes to the budget for municipal reasons; and

WHEREAS, the City Council held a public hearing on the changes approved in this amended budget.

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

SECTION 1

All of the above premises are hereby found to be true and correct factual and legislative determinations of the City and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Annual Budget of the City of Haltom City, Texas, for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, as heretofore adopted by Ordinance No. O-2024-014-03 is hereby amended to provide for the addition of the positions of Economic Development Director and Communications/Public Relations

Specialist, thereby requiring adjustments to the General Fund as shown below. Expenditures for Fiscal Year 2024-2025 shall be made in accordance with said Annual Budget, as amended.

Fund	Adopted FY 2025 Budget	Revised FY 2025 Budget
General Fund	\$44,966,515	\$45,145,515

SECTION 3

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4

A true and correct copy of this Ordinance showing the approved budget amendments shall be posted on the City's website and filed with the City Secretary in accordance with Section 102.008 of the Local Government Code, and shall be filed in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5

All ordinances, orders, or resolutions heretofore passed and adopted by the City Council, are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

SECTION 6

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

SECTION 7.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

Passed and approved on first reading the 27th day of January, 2025.

Passed and approved on second reading on the 10th day of February, 2025.

AN TRUONG, MAYOR

ATTEST:

IMELDA RODRIGUEZ, CITY SECRETARY

Effective: February 10, 2025

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: City Secretary

Subject: RESOLUTION NO. R-2025-004-01 – Calling for Special Election

BACKGROUND

The Board of Directors of the Haltom City Crime Control and Prevention District has ordered a Special Election be held on May 3, 2025 for the purpose of having voters vote for or against continuing the Crime Control and Prevention District for ten (10) years and the crime control and prevention district sales and use tax of $\frac{1}{4}$ of one cent for ten (10) years for the support of crime reduction programs of the Crime Control and Prevention District. The City Council previously called the general election for the election of city council members to be held on the May 3, 2025 uniform election date and the holding of the Crime Control and Prevention District continuation election simultaneously with the City's general election will reduce the cost to taxpayers of such election.

FISCAL IMPACT

Election costs will be shared between participating political subdivisions, but the County does not yet know how many entities will be participating.

RECOMMENDATION

Staff recommend the City Council approve Resolution No. R-2025-004-01, authorizing a joint election with Tarrant County and calling for the Special elections to be held on May 3, 2025.

ATTACHMENTS

Amended Resolution R-2025-04-01

Attachments

[CCPD Proposition for 2.10.25 \(002\).pdf](#)

RESOLUTION NO. R-2025-004-01

A RESOLUTION AND ELECTION ORDER BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY, TEXAS CALLING FOR A SPECIAL ELECTION TO BE HELD ON MAY 3, 2025; PROVIDING PROCEDURES FOR THE CONDUCT OF THE ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City, Texas ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to Chapter 363, of the Texas Local Government Code, the voters, by a majority of the persons voting, previously created the City of Haltom City Crime Control and Prevention District and voted to create a Crime Control and Prevention District sales tax; and

WHEREAS, the City of Haltom City Crime Control and Prevention District will expire unless reauthorized by the voters of the District; and

WHEREAS, the Board of Directors of the Haltom City Crime Control and Prevention District has ordered a Special Election be held on May 3, 2025 for the purpose of having voters vote for or against continuing the Crime Control and Prevention District for ten (10) years and the crime control and prevention district sales and use tax of $\frac{1}{4}$ of one cent for ten (10) years for the support of crime reduction programs of the Crime Control and Prevention District; and

WHEREAS, the City Council previously called the general election for the election of city council members to be held on the May 3, 2025 uniform election date and the holding of the Crime Control and Prevention District continuation election simultaneously with the City's general election will reduce the cost to taxpayers of such election.

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

SECTION 1.

A referendum is hereby called to be held on the 3rd day of May 2025, between the hours of 7:00 a.m. and 7:00 p.m. with early voting as provided herein wherein eligible voters of the City shall vote as to the continuation of the Haltom City Crime Control and Prevention District and the Crime Control and Prevention District sales tax.

SECTION 2.

The official ballot to be used in the election shall be prepared in accordance with the Texas Election Code (the "Code"). Ballots shall permit the voters to vote "For" or "Against" the following proposition:

PROPOSITION 1:

- ☐ **FOR** Whether the Haltom City Crime Control and Prevention District should be continued for ten (10) years and the Crime Control and Prevention District sales tax should be continued for ten (10) years.
- ☐ **AGAINST**

SECTION 3.

The City Council previously approved a joint election agreement and contract between Tarrant County and the City (the "Contract") for the purpose of conducting the General Election. The special election hereby ordered shall also be held jointly with Tarrant County pursuant to the Contract. In the event of a conflict between this Resolution and the Contract, the Contract shall control.

SECTION 4.

The Election Day polling place for this joint election is designated pursuant to Section 271.003 of the Texas Election Code, and the Council finds that the following locations can most adequately and conveniently serve the voters in this election, and that these locations will facilitate the orderly conduct of the election:

Polling Place 1 - Haltom City Senior Center, 3201 Friendly Lane, Haltom City, Texas 76117

Polling Place 2 - Haltom City Library, 4809 Haltom Road, Haltom City, Texas 76117

Further, Tarrant County will allow all voters in the City to vote at any of the polling places listed on their website in addition to the above polling places.

SECTION 5.

The Tarrant County Elections Administrator ("Elections Administrator") or their successor, is hereby designated as the Early Voting Clerk for the election as indicated in the Contract. Early voting by personal appearance shall commence April 22, 2025, and shall continue until April 29, 2025. On at least two (2) weekdays during the early voting period, the location for early voting shall be open for at least twelve (12) hours as mandated by state law. The early voting main location will be at Tarrant County Elections Center, 2700 Premiere Street, Fort Worth, Texas, and the Haltom City Early Voting locations will be at the Haltom City Senior Center at 3201 Friendly Lane and the Haltom City Library at 4809 Haltom Road, Haltom City, Texas.

SECTION 6.

The Elections Administrator shall be responsible for the Early Voting applications and ballots, and applications for early voting by mail may be delivered to the Elections

Administrator, County of Tarrant, Elections Administrator, 2700 Premier Street, Fort Worth, Texas 76111, not later than close of business on April 22, 2025, regardless of delivery method. Early voting ballots shall be mailed to the Elections Administrator at the same address. The City Secretary is directed to forward applications and ballots received to the Elections Administrator as provided in the Contract.

SECTION 7.

All resident qualified electors of the City shall be permitted to vote at said election and, on the day of the election, such electors shall vote at the polling place designated by Tarrant County Elections.

SECTION 8.

All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Contract and the Code. The City Manager and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 9.

Notice of the election shall be given by posting a substantial copy of this Resolution ordering an election in English and Spanish translations at City Hall on the official bulletin board used for posting such notices of the meetings of the City Council and the Crime Control and Prevention District, and at a public place located within each election precinct in the Crime Control and Prevention District. A copy of this Resolution's caption shall also be published in English and Spanish translations in the official newspaper of the City.

SECTION 10.

This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Haltom City, Texas this 10th day of February, 2025.

An Truong, Mayor

ATTEST:

Imelda B. Rodriguez, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: Parks & Recreation

Subject: RESOLUTION NO. R-2025-005-10 - Acceptance of a Grant

BACKGROUND

The City received a matching grant from the Texas Parks & Wildlife Department in 2021 for the North Park project. After reaching out to the Inland Fisheries division for guidance on the development of the pond, they shared information about the Conservation License Plate program. The Dallas/Fort Worth Management office applied for and was awarded the \$10,000 grant, on behalf of Haltom City.

FISCAL IMPACT

This will be a “pass-through” grant, meaning the City will not receive the actual funds, but will receive materials purchased with the funds by TWPd. This grant does not require a local monetary match, but a commitment on the City’s behalf to install materials purchased by TPWD with the grant funds for the fish habitat, such as rock/gravel. Aquatic vegetation will also be purchased and installed (with desired assistance from the City and volunteers) with the grant funds over the next two or three years.

RECOMMENDATION

Staff recommends the City Council accept and approve the resolution for the Conservation License Plate grant from Texas Parks and Wildlife for the North Park fish habitat development in the amount of \$10,000.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated staff recommendations are hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 10th day of February, 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

ATTEST

Dr. An Truong, Mayor

Imelda Rodriguez, City Secretary

Attachments

[2025 Inland Fisheries grant Letter of Intent_Haltom City_Final.pdf](#)

[2025-2-10 TPWD Inland Fisheries grant.pdf](#)



21 January 2025
City of Haltom City
Attention Ms. Christi Pruitt:

This letter is intended to outline the responsibilities of the City of Haltom City and Texas Parks and Wildlife Department for the acquisition, installation, and maintenance of rock and vegetation for the new pond in North Park, Haltom City.

The Texas Parks and Wildlife Department (TPWD) Dallas/Fort Worth Inland Fisheries Management Office was contacted by Ms. Christi Pruitt with the City of Haltom City seeking guidance for creating a quality, self-sustaining fishery in the new pond being built in North Park. TPWD has several grant programs to help with park building and renovation. The Conservation License Plate (CLP) program is funded through the purchase of license plates specific to various divisions within the agency. Each license plate costs \$30/year, with \$22 going towards funding conservation and management projects. Agency employees can submit proposals requesting funding (up to \$10,000 per project) for projects in their districts. For more information on the CLP Program, including the different projects that have been funded throughout the state, you can visit the website: <https://conservationplate.org/>. The Dallas/Fort Worth Inland Fisheries team requested and was awarded \$10,000 to put towards fish habitat, in the form of rock and aquatic vegetation, for North Park in Haltom City.

Rock piles, virtually of any size and shape, provide habitat for a wide array of organisms in a pond ecosystem. In fisheries management, rock piles are installed to provide areas where fish can seek refuge and find food. Small fish will often make their homes in or near the rock because they can hide from predators while feeding on the invertebrates, zooplankton, and plankton that are found on and around the rocks. Vegetation is also an important tool that fisheries managers use to maintain a quality pond ecosystem. The right vegetation can prevent shoreline erosion, reduce harmful algal blooms and noxious plant growth by absorbing excess nutrients from runoff, help maintain good water quality, provide refuge and forage habitat for fish (and a host of other organisms), and be aesthetically pleasing.

The rock will be purchased by TPWD from a third-party company (Whiz-Q Stone, Fort Worth, TX). Whiz-Q Stone will deliver the riprap to North Park, 5220 Denton Hwy., Haltom City, TX 76117 (Date TBD). Upon delivery, the City will be responsible for installing the rip rap into the pond. Rip rap piles should be installed perpendicular to the nearest shoreline, at a depth of at least 4' of water, and be approximately 3' W x 3' H x 6' L. *See included images.* Plants will be purchased by TPWD from a third-party company (Joe Snow Aquatic Plants, Argyle, TX and/or Fish On Aquatic Plants, College Station, TX). The DFW Inland Fisheries office will pick up the plants from the nursery(ies) and delivery them to North Park. Inland Fisheries staff will plant the plants over a 1–2-day period in the later summer of 2025. Haltom City staff will not be required to assist with the plantings, but all help is appreciated. The City will be required to maintain the aquatic vegetation using federally and state approved methods. For chemical treatment, except the use of copper sulfate or other algaecides, the City will need to submit an aquatic vegetation treatment plan for approval. The DFW Inland Fisheries team can guide the City through the process.

We hope this letter has clarified the roles of Texas Parks and Wildlife with the City of Haltom City for this project. If you have any questions or need additional information, please contact the Texas Parks and Wildlife Inland Fisheries Dallas/Fort Worth office.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia Holt".

Cynthia Holt, Ph.D., Assistant District Supervisor
Texas Parks and Wildlife Department, Inland Fisheries Division,
6200 Hatchery Road, Fort Worth, TX 76114



RESOLUTION NO. R-2025-005-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALTOM CITY, TEXAS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD) THROUGH THE CONSERVATION LICENSE PLATE (CLP) PROGRAM FOR FISH HABITAT DEVELOPMENT FOR NORTH PARK.

WHEREAS, the City wishes to accept a grant from the Texas Parks and Wildlife Department through the Conservation License Plate program for the fish habitat development in the new North Park pond; and

WHEREAS, the TPWD Dallas/Fort Worth Inland Fisheries Management Office has applied for the CLP grant on behalf of Haltom City in the amount of \$10,000.00 for the purchase of rock and aquatic vegetation with no monetary match, but the expectation of installing provided rock per specifications from TPWD Inland Fisheries; and

WHEREAS, the Haltom City Council supports, upon award and acceptance of the grant, to enter into a partnership with TPWD Inland Fisheries to help develop and maintain a thriving, sustainable fish habitat at North Park; and

WHEREAS, the Haltom City Council believes it to be in the best interest of the citizens of Haltom City that the City, designate the Director of Parks and Recreation as the City's authorized official. The authorized official is given the power to accept, reject or terminate the grant on behalf of the City of Haltom City.

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

SECTION 1.

That the City of Haltom accepts a grant from the Texas Parks and Wildlife Department, Conservation License Plate program, for materials to develop the fish habitat at North Park with no local match.

SECTION 2.

That upon award of the grant by the Texas Parks and Wildlife Department Conservation License Plate Program, the City will accept the grant award and designates the Director of Parks and Recreation as the City's authorized official.

This resolution shall become effective immediately upon passage.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY 2025

MAYOR

ATTEST:

CITY SECRETARY

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: Public Works

Subject: DEVELOPMENT AGREEMENT

BACKGROUND

At the January 13th City Council Meeting, the Council approved a Facilities Agreement (i.e., a development agreement) with the ownership entity of Lots 1 – 5 of Block 1 of the Callaway Place subdivision. This subdivision is located on the north side of Loop 820, just east of North Beach Street (behind the Burger King, RaceTrac, Wells Fargo, etc.). The January 13th Facilities Agreement covered the construction of a private roadway and its underlying public infrastructure (water, sanitary sewer & drainage facilities) that traversed this subdivision. The ownership entity of these lots is comprised of Callaway Ventures, LLC; Creek Lodging, LLC; Fossil Lodging, LLC and Westpoint Ventures, LP (together referred to hereinafter as “Current Owner”).

The Facilities Agreement on tonight’s Agenda covers the development responsibilities of the property owner of Lot 5 of Block 1 of the Callaway Place subdivision. Presently, this lot is owned by the Current Owner and is under contract to be sold to ASD Range Vista Fee Owner, LLC, (referred to hereinafter as “ASD”). The scheduled closing date for the sale of Lot 5 is February 18th. ASD would like to begin the development of Lot 5 immediately after the property closing.

Because of the public infrastructure construction required for the development of Lot 5 (mainly water infrastructure), ASD will need to enter into a Facilities Agreement with the City prior to such public infrastructure construction. In an effort to allow ASD to begin their construction immediately following their property closing, staff has prepared a Facilities Agreement for this purpose; however, the Facilities Agreement cannot be executed until ASD has acquired the property.

While presenting a Facilities Agreement to the City Council with an entity that has not closed on the property, which is the subject of a Facilities Agreement is not staff’s normal practice, staff believes that it is crucial to allow the development of Lot 5 to begin as soon as possible because the development of this lot will be a catalyst for the development of the other four (4) lots in the Callaway Place subdivision.

The City Attorney has reviewed this Facilities Agreement.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Facilities Agreement for Callaway Place: Lot 5 of Block 1 after ASD Range Vista Fee Owner, LLC, acquires the property.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated Staff recommendations are hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 10th day of February 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

ATTEST:

Dr. An Truong, Mayor

Imelda B. Rodriguez, City Secretary

APPROVED AS TO FORM:

Wayne Olson, City Attorney

Attachments

[Item BBa Facilities Agreement for Callaway Place.pdf](#)

CITY OF HALTOM CITY
FACILITIES AGREEMENT
FOR THE
CALLAWAY PLACE, LOT 5 OF BLOCK 1

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into on the ____ day of _____ 20____, by and between the City of Haltom City, Texas, hereinafter known as the "CITY", and ASD Range Vista Fee Owner LLC  Delaware limited liability company, whose address is 4827 Memphis Street, Dallas, Texas, 75207, hereinafter known as the "DEVELOPER".

WHEREAS, the DEVELOPER desires to develop the previously platted Lot 5 of Block 1, Callaway Place, in the City of Haltom City (the "SUBDIVISION"); and

WHEREAS, the CITY has approved the filing of the replat required to establish the SUBDIVISION and the development of same which requires the construction of community facilities and improvements to serve the SUBDIVISION as provided herein; and

WHEREAS, this Agreement shall operate as a covenant running with the land comprising the SUBDIVISION and be binding upon the DEVELOPER and its representatives, officers, agents, servants, employees, successors, and assigns.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. ZONING, PLATTING, and SITE PLANNING

All property owned by the DEVELOPER and located within the limits of the SUBDIVISION shall be zoned and platted in accordance with the Zoning Ordinance and the Subdivision Ordinance of the CITY before any Building Permit will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements for the Public Improvements (as defined herein) as required by the CITY at the time of platting in accordance with the Construction Plans (as defined herein).

The DEVELOPER shall comply with all requirements in this Agreement as a condition of approval of the development project.

B. PUBLIC IMPROVEMENTS

All public improvements for water utilities required for the SUBDIVISION (the "Public Improvements"), shall be constructed by the DEVELOPER, at no cost to the CITY, unless otherwise provided herein, in accordance with the Subdivision Ordinance and other regulations of the CITY, and as approved by the City Engineer or his/her agent. The Public Improvements shall be installed within all applicable time frames in accordance with the Subdivision Ordinance of the CITY unless otherwise approved herein.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of plans and specifications for the construction of the Public Improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications of the Public Improvements in accordance with the Subdivision Ordinance of the CITY. Engineering studies, plan/profile sheets, and other construction documents prepared by the licensed civil engineer shall be provided by the DEVELOPER at the time of platting as required by the Subdivision Ordinance. Such documents, dated November 11, 2024 (the "Construction Plans") have been approved by the City Engineer and released for construction of the Public Improvements. Construction of the Public Improvements shall not be initiated until a Pre-Construction Conference has been conducted regarding the proposed construction of the Public Improvements.

In accordance with the Subdivision Ordinance of the CITY, construction of the Public Improvements shall be subject to routine review by the City Engineer or his/her agent to evaluate conformance with the Construction Plans, project specifications and CITY

standards. However, such review and evaluation shall not relieve the DEVELOPER, his/her engineer and/or agent of responsibility for design, construction and maintenance of the Public Improvements as set out in this Agreement and other relevant ordinances of the CITY.

Upon completion of construction of the Public Improvements as required by this Agreement and the Subdivision Ordinance, the DEVELOPER shall deliver to the CITY the following items of as-built construction plans of the Public Improvements constructed or engineered by the DEVELOPER:

1. One full set in the current version of AutoCAD;
2. One full set in Adobe's PDF format; and
3. One full-size hard copy set.

C. ROUGH PROPORTIONALITY

The DEVELOPER agrees that all dedications and construction of public facilities that are part of the Public Improvements made by the DEVELOPER pursuant to this Agreement are roughly proportional to the need created by the development of the SUBDIVISION, and the DEVELOPER hereby waives any claim therefor that it may have. The DEVELOPER further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications and construction required by or performed under this Agreement are related both in nature and extent to the impact of the SUBDIVISION. The DEVELOPER waives and releases all claims against the CITY related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the SUBDIVISION, but only to the extent such claims relate to the dedication required by or construction performed under this Agreement.

D. CONSTRUCTION BONDS

Prior to initiating any construction of the Public Improvements for the SUBDIVISION, the construction contractor(s) for the DEVELOPER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing the full and faithful execution of the work and performance of this Agreement and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The Performance Bond shall guarantee substantial completion of the Public Improvements within one year of execution of this Agreement.

2. PAYMENT BOND

A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the Public Improvements.

3. MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements [contract (between the DEVELOPER and the Prime Contractor) price plus all change order costs], guaranteeing the maintenance in good condition of the Public Improvement facilities for a period of two (2) years from and after the date that a Letter of Acceptance is issued from the CITY indicating that the Public Improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its City Manager, shall retain the right to reject any surety company for any work under

this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the CITY shall not be unreasonably withheld or delayed.

E. UTILITIES

1. WATER

All Public Improvements shall be constructed by the DEVELOPER in accordance with the Construction Plans and accepted by the CITY prior to the issuance of any Certificate of Occupancy within the SUBDIVISION.

F. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, in compliance with the "Will Serve" letter provided by the City to Developer on January 14, 2025, the CITY will use its best efforts to ensure that said water supply and wastewater treatment capacity is available.

G. FEES TO BE PAID BY THE DEVELOPER

1. PLAT FEES

The DEVELOPER hereby agrees to pay the CITY a fee in the amount of \$ 300.00 for the replat. Payment is due at the time of submittal for Final Plat approval.

2. PARK DEDICATION FEES

The DEVELOPER hereby agrees to pay park dedication fees to the CITY in accordance with Resolution No. R-2025-003-03. Payment is due prior to Final Plat execution by the CITY and filing of said Final Plat in the Tarrant County Plat Records.

3. PLAN REVIEW AND CONSTRUCTION INSPECTION FEES

The DEVELOPER hereby agrees to pay the CITY plan review and construction inspection fees in accordance with Resolution No. R-2025-003-03. Payment is due prior to initiating construction of these public Infrastructure Improvements.

4. IMPACT FEES

The DEVELOPER hereby agrees to deliver written notice to inform the builder of his/her responsibility to pay the impact fees to the CITY for each specific lot in the SUBDIVISION including the applicable sanitary sewer and water impact fees assessed by both the CITY and the City of Fort Worth prior to obtaining a Building Permit for a specific lot.

H. GENERAL CONDITIONS

1. LAW COMPLIANCE

The DEVELOPER hereby agrees to comply with all federal, state and local laws that are applicable to development of the SUBDIVISION.

2. EROSION CONTROL

During construction of the SUBDIVISION and after the streets have been installed, the DEVELOPER agrees to keep the streets free from soil build-up. The DEVELOPER agrees to use soil control measures such as hay bales, silt screening, hydromulch, etc., to prevent soil erosion. It

will be the DEVELOPER's responsibility to present to the City Engineer a soil control development plan that will be implemented for the SUBDIVISION. When, in the opinion of the City Engineer or his/her agent, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the DEVELOPER, the DEVELOPER will have seventy-two (72) hours to clear the soil from the streets or affected areas. If the DEVELOPER does not remove the soil from the streets within the seventy-two (72) hours, the CITY may cause the soil to be removed either by contract or CITY forces and place the soil within the SUBDIVISION at the DEVELOPER's expense. All expenses must be paid to the CITY prior to acceptance of the SUBDIVISION.

3. POST-CONSTRUCTION RUNOFF CONTROL

The Developer shall comply with all applicable provisions of Chapter 86, Article VII, Post-Construction Runoff Control, of the CITY's Code of Ordinances. After construction of the SUBDIVISION and after the streets have been installed, the DEVELOPER agrees to minimize increases in stormwater runoff from any development or redevelopment in order to reduce flooding, siltation and streambank erosion and to maintain the integrity of stream channels. To the maximum extent reasonably practicable, the DEVELOPER agrees to limit the total annual volume of surface water runoff which flows from any specific site during and following development or redevelopment to not exceed the pre-development hydrologic conditions. The DEVELOPER agrees to accommodate new development and redevelopment projects in a manner that protects public safety, groundwater and surface water quality, and aquatic living resources and their habitats. The DEVELOPER agrees to employ permanent nonstructural and structural best management practices (BMPs) to protect water quality. The DEVELOPER agrees to remove and/or treat stormwater pollutants prior to discharge to ground or surface waters from new development and redevelopment sites and ensure the long-term operation and maintenance of all permanent stormwater quality features. To the maximum extent reasonably practicable, the DEVELOPER agrees to

reduce stormwater runoff rates and volumes, soil erosion, and nonpoint source pollution to the waters of the state through stormwater management controls, and to ensure that these management controls are properly maintained and pose no threat to the public.

4. PRIVATE AMENITIES

It is understood by and between the CITY and the DEVELOPER that the SUBDIVISION may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, irrigation, walls, and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items until such responsibility is turned over to a property owner whose lot encompasses such an amenity. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

5. PUBLIC AMENITIES

The DEVELOPER agrees to accept responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Conceptual Site Plan attached to Ordinance No. O-2024-006-15 – Z-009-23, dated March 25 2024, of any open spaces or other public improvements within the SUBDIVISION for a period of one year after the date the Public Improvements are completed and accepted by the CITY. The DEVELOPER shall replace any plants, trees, or grass that die during this one-year period with the same type of plant, tree, or grass that is the same size and in the same stage of growth as the landscaping that died.

6. VENUE

Venue for any action brought hereunder shall be in Tarrant County, Texas.

7. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the City Manager, which consent shall not be unreasonably withheld.

I. FINAL ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE

The CITY will not issue a Letter of Acceptance for the Public Improvements until:

1. The private roadway known as Westpoint Road within the 50' Mutual Access and Utility Easement is determined to be substantially complete;
2. The Public Improvements within the Mutual Access and Utility Easement have been completely constructed (Final Completion) and accepted by the City Engineer or his/her agent. Upon Substantial Completion of the Public Improvements, a "punch list" of outstanding items shall be presented by the CITY to the DEVELOPER's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the SUBDIVISION; and
3. The SUBDIVISION's private detention pond has been completely constructed (Final Completion) to the satisfaction of the City Engineer or his/her agent.

Upon issuance of a Letter of Acceptance, title to all Public Improvements constructed pursuant to this Agreement above shall be vested in the CITY, and at such time the DEVELOPER agrees to relinquish any right, title or interest in and to such Public Improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such Public Improvements until the Letter of Acceptance is issued.

J. WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance, Subdivision Ordinance, or any other ordinance of the CITY.

K. HOLD HARMLESS AGREEMENT

APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF ANY PLANS, DESIGNS, OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS ENGINEER, EMPLOYEES, OFFICERS, AGENTS, OR SERVANTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, EMPLOYEES, OFFICERS, AGENTS, OR SERVANTS, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION PROJECT, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY PUBLIC IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS/HER OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL REASONABLE EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION HERewith.

THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE

CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS OR PRIVATE IMPROVEMENTS IN THE SUBDIVISION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

L. AMENDMENTS

This Agreement may be changed or modified only with the written consent of both the DEVELOPER and the City Council of the CITY.

M. REVOCATION

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits on property owned by the DEVELOPER, and the CITY shall be further authorized to file this instrument in the Mechanic's Lien records of Tarrant County as a Mechanic's Lien against the DEVELOPER's property; and in the alternative, the CITY shall be authorized to levy an assessment against the DEVELOPER's property for the cost of the Public Improvements in accordance with applicable state law.

N. CONTINUITY

This Agreement shall be a covenant running with the land comprising the SUBDIVISION and shall be binding upon the DEVELOPER, its successors and assigns.

O. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

P. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and the CITY will execute a release of covenant to the DEVELOPER, its assigns and successors and the CITY shall file said release in the Real Property Records of Tarrant County.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

CALLAWAY PLACE ADDITION, LOT 5 OF BLOCK 1

ASD Range Vista Fee Owner LLC

By: _____
(signature)

Name: _____
(please print)

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the same
(Name of Company Officer)
person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the duly authorized officer of ASD Range Vista Fee Owner LLC and that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

CITY OF HALTOM CITY

By: _____
Rex Phelps, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Rex Phelps known to me to be the same person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the duly authorized City Manager of the City of Haltom City and that he executed the same on behalf of said entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

CITY COUNCIL MEMORANDUM

City Council Meeting:	Monday, February 10, 2025, 6:00 PM
Department:	Public Works
Subject:	EASEMENT AND RIGHT-OF-WAY DEDICATION

BACKGROUND

On November 18, 2025, the City Council authorized the City Manager to enter into the appropriate agreement with Oncor Electric Delivery in a not to exceed amount of \$250,000 to fund the cost difference of installing electric transmission lines underground in the Northern Cross Boulevard corridor and the Haltom Road corridor. To date, a Services Agreement has been submitted by Oncor, reviewed & edited by the City Attorney and Oncor has agreed to the City Attorney's changes. Additionally, the amount specified in the Agreement is \$186,489.91.

The remaining item before Oncor can begin their installation of the underground electric transmission lines is the dedication of an easement for this purpose. Oncor has proposed using their standard Easement and Right of Way instrument. As with the Services Agreement, the City Attorney has reviewed & edited the document and Oncor has agreed to the City Attorney's changes.

While both the Northern Cross Boulevard corridor and the Haltom Road corridor (north of Loop 820) were previously approved for underground electric transmission lines, the requested action for tonight is only on the Northern Cross Boulevard corridor. Additional survey work remains to be completed on the Haltom Road corridor. As such, only the Northern Cross Boulevard corridor is ready for Oncor's construction.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Easement and Right of Way dedication instruments.

Attachments

[Item CCa Easement and ROW Dedication Instruments.pdf](#)

PT #: _____
District: Fort Worth North
WO #: 25485360
ER #: _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

That City of Haltom City, Texas, a Texas home rule municipal corporation of the County of Tarrant, State of Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground and surface mounted electric supply and communications facilities, consisting of a variable number of wires and cables, surface mounted equipment, transformers, switchgears, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED).

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

The rights granted herein are for the specific purpose of authorizing Grantee to utilize the easement and right of way for the placement of surface mounted and underground facilities. No overhead facilities shall be installed.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2025.

Grantor: _____

By: _____

Printed Name: _____

Title: _____

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of _____, as the _____ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 20____.

Notary Public in and for the State of Texas

“EXHIBIT A”

**ONCOR ELECTRIC DELIVERY COMPANY, LLC
EASEMENT AND RIGHT-OF-WAY**

Being 1,976 square feet of land situated in the Green B. Stanley Survey, Abstract No. 1378, Haltom City, Tarrant County, Texas, also being a portion of Northern Cross Boulevard (a variable width right-of-way) conveyed to the City of Haltom City, Texas (Haltom City), as recorded in Instrument #D215161639, Deed Records of Tarrant County, Texas (D.R.T.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING from a 1/2 inch iron rod with an illegible cap found at the southwest corner of Lot 15, Block 17, Jordan Park, an addition to the City of Haltom City, Tarrant County, Texas, as recorded in Volume 388-200, Page 8, Plat Records of Tarrant County, Texas (P.R.T.C.T.), also being in the north line of Wisdom Way (a variable width right-of-way), from which a 5/8 inch iron rod found at the southeast corner of said Lot 15 bears N 89°52'54" E, a distance of 88.03 feet;

THENCE N 00°04'15" W, along the west line of said Lot 15, a distance of 117.79 feet to most westerly northwest corner said Lot 15, and also being in the south line of said Northern Cross Boulevard;

THENCE N 71°33'33" E, along the north line of said Lot 15, and along the south line of said Northern Cross Boulevard, a distance of 19.81 feet to a 3/8 inch iron rod set with cap stamped "TNP INC ESMT" (hereinafter all 3/8 inch iron rods set are marked the same), said 3/8 inch iron rod set also being the most northerly northwest corner of said Lot 15, and also being the **POINT OF BEGINNING** of the hereinafter described tract of land;

THENCE leaving the north line of said Lot 15, along the south line of said Northern Cross Boulevard, and passing over and across said Northern Cross Boulevard the following courses and distances;

N 71°34'57" E, a distance of 186.53 feet to a 3/8 inch iron rod set at the beginning of a curve to the left, whose radius is 748.54 feet, and whose long chord bears N 59°19'19" E, a distance of 300.88 feet;

Along said curve in a northeasterly direction, through a central angle of 23°11'17", an arc length of 302.94 feet to a 3/8 inch iron rod set at the end of said curve;

N 47°13'36" E, a distance of 188.12 feet to a 3/8 inch iron rod set at the beginning of a curve to the right, whose radius is 655.77 feet, and whose long chord bears N 57°00'45" E, a distance of 249.21 feet;

Along said curve in a northeasterly direction, through a central angle of 21°54'24", an arc length of 250.73 feet to a 3/8 inch iron rod set at the end of said curve;

N 68°54'59" E, a distance of 57.89 feet to a 3/8 inch iron rod set;

S 27°40'57" E, a distance of 0.89 feet to a 3/8 inch iron rod set in the south line of said Northern Cross Boulevard, also being in the northwest line of Lot 1R-A, Block 17, Jordan Park Addition, an addition to the City of Haltom City, Tarrant County, Texas, as recorded in Cabinet A, Slide 6692, P.R.T.C.T.;

THENCE S 62°18'39" W, along the south line of said Northern Cross Boulevard, and along the northwest line of Lots 1R-A through Lots 1R-C of said Block 17 (Cabinet A, Slide 6692), a distance of 91.13 feet to a 3/8 inch iron rod set at the beginning of a curve to the left, whose radius is 645.77 feet, and whose long chord bears S 62°18'39" W, a distance of 61.99 feet;

THENCE leaving the south line of said Northern Cross Boulevard and the northwest line of said Block 17 (Cabinet A, Slide 6692), passing over and across said Northern Cross Boulevard, and along said curve in a southwesterly direction, through a central angle of 5°30'08", an arc length of 62.02 feet to a 3/8 inch iron rod set at the end of said curve, also being in the south line of said Northern Cross Boulevard, and also being in the north line of said Lot 1R-C;

THENCE S 62°18'39" W, along the south line of said Northern Cross Boulevard, and along the northwest line of said Lot 1R-C, a distance of 9.44 feet to the most northerly northwest corner of said Lot 1R-C, from which a 1/2 inch iron rod found bears S 63°40'32" E, a distance of 0.21 feet;

THENCE S 40°19'41" W, along the south line of said Northern Cross Boulevard, and along the northwest line of said Lot 1R-C, a distance of 1.66 feet to a 3/8 inch iron rod set at the beginning of a curve to the left, whose radius is 645.77 feet, and whose long chord bears S 52°19'01" W, a distance of 140.99 feet, from which a 1/2 inch iron rod found at the most westerly northwest corner of said Lot 1R-C bears S 40°19'41" W, a distance of 2.23 feet;

THENCE leaving the south line of said Northern Cross Boulevard and the northwest line of said Lot 1R-C, passing over and across said Northern Cross Boulevard, and along said curve in southwesterly direction, through a central angle of 12°32'02", and arc length of 141.27 feet to a 3/8 inch iron rod set at the end of said curve;

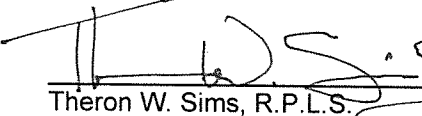
THENCE continuing over and across said Northern Cross Boulevard, the following courses and distances;

S 47°13'36" W, a distance of 188.26 feet at the beginning of a curve to the right, whose radius is 758.54 feet, and whose long chord bears S 59°19'21" W, a distance of 305.00 feet;

Along said curve in a southwesterly direction, through a central angle of 23°11'45", an arc length of 307.09 feet to a 3/8 inch iron rod set at the end of said curve;

S 71°34'57" W, at a distance of 153.46 feet, passing a 3/8 inch iron rod set, in all, a distance of 156.46 feet, to the south line of said Northern Cross Boulevard, and also being in the north line of said Lot 15;

THENCE S 89°56'42" W, along the south line of Northern Cross Boulevard, and along the north line of said Lot 15, a distance of 31.74 feet to the **POINT OF BEGINNING** and containing 1,976 square feet or 0.045 acres of land.

 Date: January 31, 2025
Theron W. Sims, R.P.L.S.
Texas Registration No. 5887



Surveyed on the ground January 31, 2025.

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001459134 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
- Legal Description
 - Sketch

NOTES:

1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001459134 was used to scale grid coordinates and distances to surface. All coordinates shown are surface.

2) Integral parts of this survey:
a. Legal Description
b. Sketch

3) ● is 3/8" iron rod set with cap stamped "TNP INC ESMT" unless otherwise noted.



SCALE 1"=40'

NORTHERN CROSS BLVD
VARIABLE WIDTH R-O-W

$\Delta=23^{\circ}11'17''$
 $R=748.54'$
 $L=302.94'$
 $CB=N59^{\circ}19'19''E$
 $CL=300.88'$
 $\Delta=23^{\circ}11'45''$
 $R=758.54'$
 $L=307.09'$
 $CB=S59^{\circ}19'21''W$
 $CL=305.00'$

CITY OF HALTOM CITY, TEXAS
PARCEL 12-R-0-1
INST. #0215161639
D.R.T.C.T.

VARIABLE-WIDTH
ONCOR EASEMENT &
RIGHT-OF-WAY
1,976 SF
0.045 AC

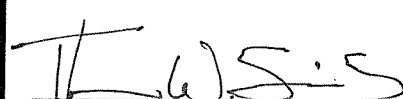
POB

POC

G.B. STANLEY SURVEY
ABST. NO. 1378

EXHIBIT "A"
**ONCOR ELECTRIC
DELIVERY COMPANY, LLC
EASEMENT & RIGHT-OF-WAY**

Situated in the Green B. Stanley Survey, Abstract No. 1378,
Haltom City, Tarrant County, Texas.


THERON W. SIMS, R.P.L.S.
TEXAS REGISTRATION NO. 5887
DATE: JANUARY 31, 2025
SURVEYED ON THE GROUND
JANUARY 31, 2025



teague nall & perkins

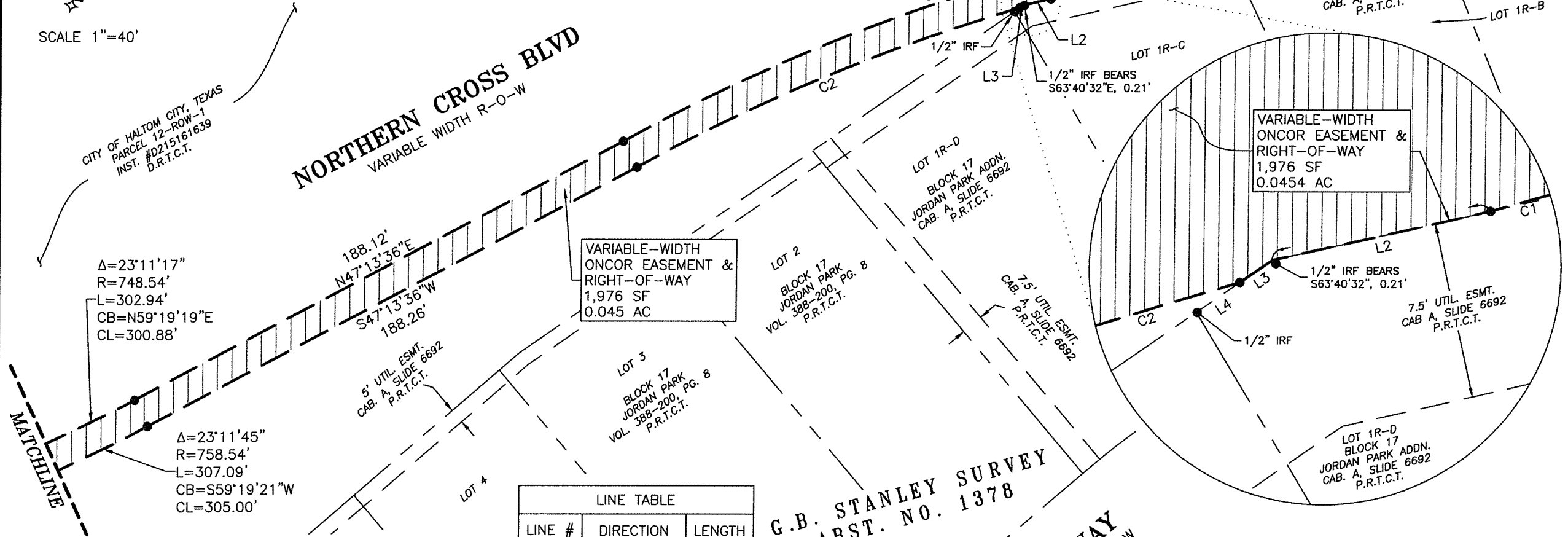
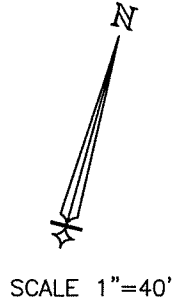
5237 N. Riverside Drive, Suite 100

Fort Worth, Texas 76137

817.336.5773 ph 817.332.7756 fx

www.tnppinc.com / TBPLS Registration No. 100116-00

- NOTES:
- 1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001459134 was used to scale grid coordinates and distances to surface. All coordinates shown are surface.
 - 2) Integral parts of this survey:
 - a. Legal Description
 - b. Sketch
 - 3) ● is 3/8" iron rod set with cap stamped "TNP INC ESMT" unless otherwise noted.



CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	62.02'	645.77'	5°30'08"	S62°18'39"W	61.99'
C2	141.27'	645.77'	12°32'02"	S52°19'01"W	140.99'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°40'57"E	0.89'
L2	S62°18'39"W	9.44'
L3	S40°19'41"W	1.66'
L4	S40°19'41"W	2.23'

DATE: JANUARY 31, 2025
SURVEYED ON THE GROUND
JANUARY 31, 2025



teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.332.7756 fx
www.tnpsc.com / TBPLS Registration No. 100116-00

EXHIBIT "A"
**ONCOR ELECTRIC
DELIVERY COMPANY, LLC
EASEMENT & RIGHT-OF-WAY**

Situated in the Green B. Stanley Survey, Abstract No. 1378,
Haltom City, Tarrant County, Texas.

PT #: _____
District: Fort Worth North
WO #:25485360
ER #: _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

That City of Haltom City, Texas, a Texas home rule municipal corporation of the County of Tarrant, State of Texas, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground and surface mounted electric supply and communications facilities, consisting of a variable number of wires and cables, surface mounted equipment, transformers, switchgears, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED).

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

The rights granted herein are for the specific purpose of authorizing Grantee to utilize the easement and right of way for the placement of surface mounted and underground facilities. No overhead facilities shall be installed.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2025.

Grantor: _____

By: _____

Printed Name: _____

Title: _____

Acknowledgement

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of _____, as the _____ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 20____.

Notary Public in and for the State of Texas

“EXHIBIT A”

**ONCOR ELECTRIC DELIVERY COMPANY, LLC
EASEMENT AND RIGHT-OF-WAY**

Being 13,606 square feet of land situated in the Green B. Stanley Survey, Abstract No. 1378, and the William Screech Survey, Abstract No. 1416, Haltom City, Tarrant County, Texas, also being a portion of the remainder of Tract 1 described in deed to the City of Haltom City, as recorded in Instrument #D220243449, Deed Records of Tarrant County, Texas (D.R.T.C.T.), also being a portion of the remainder of Tracts 1 & 2 described in deed to the City of Haltom City, as recorded in Instrument #D224015023, D.R.T.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the northwest corner of said Haltom City Tract 1 (Inst. #D220243449), also being the northeast corner of a tract of land described in deed to Moritz Interests, Ltd., as recorded in Instrument #D220165298, D.R.T.C.T., and also being in the south line of Northern Cross Boulevard (a 76 foot right-of-way);

THENCE S 79°56’01” E, along the north line of said Haltom City Tract 1 (Inst. #D220243449), and along the south line of said Northern Cross Boulevard, a distance of 174.77 feet to a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the beginning of a curve to the left, whose radius is 1043.00 feet, whose long chord bears N 86°02’28” E, a distance of 504.47 feet;

THENCE along said curve in a northeasterly direction, through a central angle of 27°59’24”, an arc length of 509.52 feet to a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the end of said curve, also being the northwest end of a corner clip at the intersection of the south line of said Northern Cross Boulevard and the west line of Old Denton Road (a variable-width right-of-way);

THENCE S 63°09’06” E, along the north line of said Haltom City Tract 1 (Inst. #D220243449), and along said corner clip, a distance of 36.80 feet to a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the southeast end of said corner clip;

THENCE S 18°14’12” E, along the east line of said Haltom City Tract 1 (Inst. #D220243449), and along the west line of said Old Denton road, at a distance of 33.97 feet, passing a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the northeast corner of said Haltom City Tract 1 (Inst. #D224015023), continuing along the east line of said Haltom City Tract 1 (Inst. #D224015023), in all, a distance of 226.40 feet to a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the beginning of a curve to the right, whose radius is 285.00 feet, whose long chord bears S 05°51’19” W, a distance of 232.68 feet;

THENCE along said curve in a southwesterly direction, through a central angle of 48°11’08”, at an arc length of 108.43 feet, passing a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the southeast corner of said Haltom City Tract 1 (Inst. #D224015023), and also being the northeast corner of said Haltom City Tract 2, continuing along the east lines of said Haltom City Tract 2, and along the east line of said Haltom City Tract 1 (Inst. #D220243449), in all, an arc length of 239.68 feet to a 1/2 inch iron rod with cap stamped “Graham Assoc Inc” found at the end of said curve;

THENCE S 34°00’37” W, continuing along the east line of said Haltom City Tract 1 (Inst. #D220243449), and along the west line of said Old Denton Road, a distance of 181.54 feet to a 1/2 inch iron rod set with cap stamped “TNP INC ESMT” (hereinafter all 1/2 inch iron rods set are marked the same) at the most easterly southeast corner of said Haltom City Tract 1 (Inst. #D220243449), also being the northeast corner of Lot 8R, Block 8, Jordan Park, an addition to the City of Haltom City, Tarrant County, Texas, as recorded in Cabinet A, Slide 2040, Plat Records of Tarrant County, Texas;

THENCE N 55°35’14” W, along a southwest line of said Haltom City Tract 1 (Inst. #D220243449), and along the northeast line of said Lot 8R, a distance of 10.00 feet to a 1/2 inch iron rod set, from which a 5/8 inch iron rod found at the northwest corner of said Lot 8R bears N 55°35’14” W, a distance of 130.00 feet;

THENCE over and across said Haltom City tracts, the following courses & distances;

N 34°00’37” E, a distance of 181.11 feet to a 1/2 inch iron rod set at the beginning of a curve to the left, whose radius is 275.00 feet, whose long chord bears N 05°49’07” E, a distance of 224.20 feet;

Along said curve in a northeasterly direction, through a central angle of $48^{\circ}06'45''$, an arc length of 230.92 feet to a 1/2 inch iron rod set at the end of said curve;

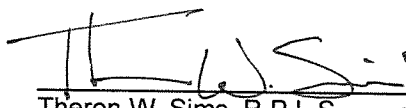
N $18^{\circ}14'12''$ W, a distance of 222.27 feet to a 1/2 inch iron rod set;

N $63^{\circ}09'06''$ W, a distance of 28.56 feet to a 1/2 inch iron rod set at the beginning of a curve to the right, whose radius is 1053.00 feet, whose long chord bears S $86^{\circ}09'13''$ W, a distance of 505.30 feet;

Along said curve in a southwesterly direction, through a central angle of $27^{\circ}45'55''$, an arc length of 510.28 feet to a 1/2 inch iron rod set at the end of said curve;

N $79^{\circ}56'01''$ W, a distance of 179.28 feet to a 1/2 inch iron rod set in the west line of said Haltom City Tract 1 (Inst. #D220243449), also being in the east line of said Moritz Interests, Ltd. tract;

THENCE N $34^{\circ}20'37''$ E, along the west line of said Haltom City Tract 1 (Inst. #D220243449), and along the east line of said Moritz Interests, Ltd. Tract, a distance of 10.97 feet to the **POINT OF BEGINNING** and containing 13,606 square feet or 0.312 acres of land.

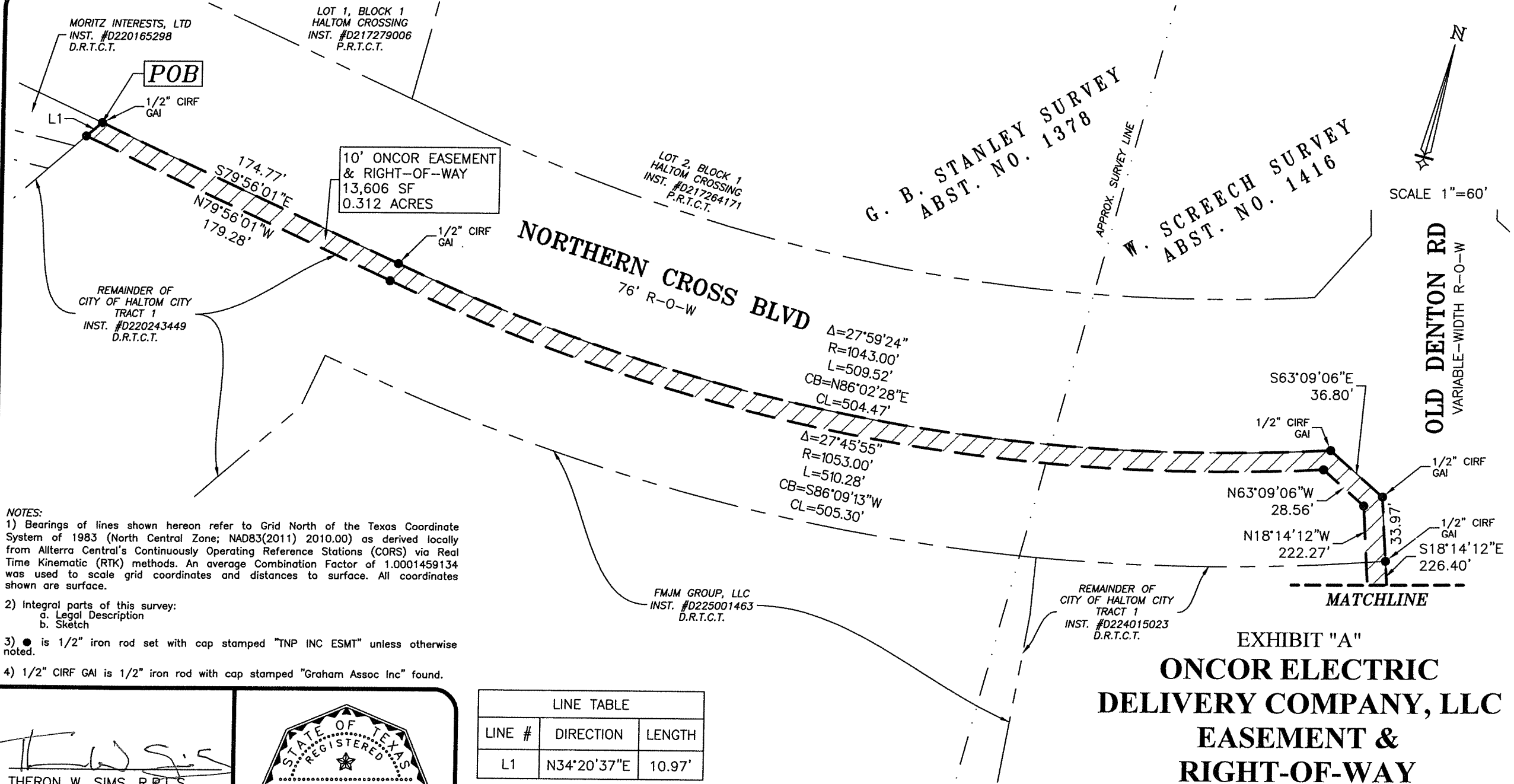
 Date: January 24, 2025
Theron W. Sims, R.P.L.S.
Texas Registration No. 5887



Surveyed on the ground January 23, 2025.

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001459134 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
- Legal Description
 - Sketch



- NOTES:
- 1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001459134 was used to scale grid coordinates and distances to surface. All coordinates shown are surface.
 - 2) Integral parts of this survey:
 - a. Legal Description
 - b. Sketch
 - 3) ● is 1/2" iron rod set with cap stamped "TNP INC ESMT" unless otherwise noted.
 - 4) 1/2" CIRF GAI is 1/2" iron rod with cap stamped "Graham Assoc Inc" found.

[Signature]
THERON W. SIMS, R.R.L.S.
TEXAS REGISTRATION NO. 5887

DATE: JANUARY 24, 2025
SURVEYED ON THE GROUND
JANUARY 23, 2025



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N34°20'37"E	10.97'

teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.332.7756 fx
www.tnpinc.com / TBPLS Registration No. 100116-00

EXHIBIT "A"
**ONCOR ELECTRIC
DELIVERY COMPANY, LLC
EASEMENT &
RIGHT-OF-WAY**

Situated in the Green B. Stanley Survey, Abstract No. 1378,
and in the William Screech Survey, Abstract No. 1416,
Haltom City, Tarrant County, Texas.

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: Public Works

Subject: PROPOSAL AND CONTRACT (Piggyback Agreement)

BACKGROUND

The City's asphalt paving machine is a 2006 Vogele and in need of replacement augers. The condition of the augers was not realized until the paving machine was needed for the paving of Reeves Street (between Briarcliff Road and Webster Street).

Fleet Services and the Street Division have been searching for replacement augers for our Vogele paving machine and have been mostly unsuccessful. Staff has been working with an equipment vendor, Kirby-Smith, as well as contacting the Wirtgen Group in Germany who is the current owner of the Vogele line. The factory that made these paving machines closed in 2009 and all product support for these machines (which are four generations old) was discontinued in 2016.

This auger was also made for the Pro Pave brand of pavers but Fleet Services could not get any support from Pro Pave. Fleet Services has also reached out to businesses such as All States Ag Parts to see if they have any salvage units that they would be willing to part out to the City. This was also unsuccessful.

Our paving machine's augers are cast which Fleet Services is unable to duplicate but they have reached out to a machine shop to see what it would cost to have some augers custom made. While a machine shop can machine new augers, the cost is projected to be expensive; however, to get a better idea of the cost, Fleet Services has sent the machine shop all of our augers' dimensions and photos of our augers. We are being told that the reason that our augers will be expensive to reproduce is because our augers are not common sizes (for example, our augers are 17 inches in diameter). We are continuing to research this route because this may still be much more cost effective than replacing our entire machine; however, this is proving to be a time consuming proposition.

Because the City has previously purchased equipment from Kirby Smith, they were willing to rent us an asphalt paving machine. However, upon prepping their machine, Kirby Smith discovered that their paving machine had a rear main seal leak. This was discovered in mid-January.

Consequently, staff began contacting other cities to see if we could borrow their asphalt paving machine. The only City local to us that had a paving machine was Watauga and their paving machine was also in need of repair.

In contacting other cities, staff also inquired if they had any asphalt paving companies under contract – so that if the proper documents/interlocal agreements were in place, we might be able to piggyback off that city's asphalt paving agreement.

The City of North Richland Hills did have a contractor (Texas Materials Group dba Texas Bit) under contract for their "21-012 Bond Street Asphalt/Subgrade Improvements" project. However, their contract did not have a piggyback clause. Texas Bit was willing to pave in Haltom City at the same bid prices provided to North Richland Hills; we just needed the appropriate documents in place to allow for this.

Recently, Texas Bit drafted the attached "Proposal and Contract". This document along with including the City of Haltom City as a certificate holder on Texas Bit's insurance policy would allow staff (upon signing the "Proposal and Contract") to use Texas Bit for asphalt paving services.

In the time it took to obtain the appropriate documents from Texas Bit, Kirby Smith's asphalt paving machine was repaired. Because of the length of time that Reeves Street residents have had their street in an unpaved condition, staff immediately rented Kirby Smith's machine and staff is presently using Kirby Smith's machine to pave Reeves Street.

Staff has other paving projects identified for FY2025 and because of the difficulties we have had with obtaining a working paving machine, we believe it would be prudent to have a “back up” plan so that if new augers cannot be machined for our paving machine or an equipment vendor does not have a paving machine to rent, we would still be able to pave streets in a reasonable amount of time.

FISCAL IMPACT

Funding for asphalt paving will be from the Street Construction Fund on a project by project (situational) basis. [This is consistent with previous awards of similar service contracts (e.g., concrete services).]

RECOMMENDATION

Staff recommends the City Council approve the “Proposal and Contract (Interlocal Agreement with North Richland Hills Contract” with Texas Materials Group, Inc. dba Texas Bit and to authorize the City Manager to execute this document.

Attachments

[Item DDa Texas Bit Proposal and Contract.pdf](#)



A CRH COMPANY

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062
Phone: (214) 741-3531

PROPOSAL AND CONTRACT
(Interlocal Agreement North Richland Hills Contract)

To: Haltom City

Effective Date: January 27, 2025

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the 21-012 Bond Street Asphalt/Subgrade Improvements project (North Richland Hills) contract.

Description of Work and Price: Overlay roadway with approximately 460 lbs/SY of TY B mix and 230 lbs/SY TY D mix.

<u>Location</u>	<u>Limits</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Approx. Total</u>
Reeves St	See Attached Sheet	Mobilization	1	\$7,684.00	\$7,684.00
Reeves St	See Attached Sheet	TY - B Asphalt	651	\$134.97	\$87,865.47
Reeves St	See Attached Sheet	TY-D Asphalt	326	\$146.91	\$47,892.66

\$143,442.13

*"See Attached Sheet"

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXASBIT, INC.

ACCEPTED: Haltom City

Name Donnie Blackburn

Date January 27th, 2025

Date _____

1/27/2025

Haltom City

977

January 27, 2025

[illegible]

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: Fire

Subject: EMERGENCY MEDICAL SERVICES (EMS)
INTERLOCAL AGREEMENT (ILA)

BACKGROUND

The City of Haltom City has been a member of the Medstar system for several years. The Medstar system currently includes 15 member cities, with the City of Fort Worth being the largest member city, and Haltom City being the second largest member city.

In recent years, Medstar, much like many ambulance providers across the Nation, have experienced financial hardships. As a result, in November of 2023, a third-party consultant was retained by the City of Fort Worth to review and provide viable options for a sustainable EMS system. In April of 2024, at the conclusion of that study, the City of Fort Worth has agreed to assume financial and operational oversight and responsibility of the EMS 911 ambulance service and continue to offer those services to the other 14 member cities, which includes Haltom City.

The operational responsibility of the EMS system has transitioned to the City of Fort Worth as agreed upon by the previously signed Memorandum of Understanding and Agreement that was approved at the September 23, 2024, City Council Meeting. This ILA is the formal agreement between the City of Haltom City and the City of Fort Worth for EMS services.

FISCAL IMPACT

The implementation of the new EMS System starts July 1, 2025. As a result, our fiscal impact for FY25 only includes 3 months (or the 4th quarter) of the budget cycle and has been prorated to \$99,966. This amount is already funded in our FY25 budget.

The annual cost of the Ambulance/EMS System is calculated based on actual unit hours used by each jurisdiction. Our FY26 fiscal impact is projected to be about \$506,000, depending on our usage.

RECOMMENDATION

It is recommended that the City Council approve this ILA and allow the City Manager and his staff to partner with the other member cities as outlined in the agreement.

ATTACHMENT

EMS ILA

Attachments

[EMS Interlocal Agreement \(final\)\(1.14.25\).pdf](#)

[Exhibit A - Uniform EMS Ordinance.pdf](#)

[Exhibit B - Travel Time Calculation.pdf](#)

[Exhibit C - UHU - Payment Calculations.pdf](#)

**CITY OF FORT WORTH – HALTOM CITY
EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT**

This EMS Interlocal Agreement (the “Agreement”) is entered into by and between the City of Fort Worth, Texas, hereafter referred to as “Fort Worth”, acting by and through its duly authorized assistant city manager, and Haltom City, a unit of local government, hereafter referred to as the “Client.” Fort Worth and the Client may collectively be referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, Fort Worth and the Client were parties to a Restated and Amended Interlocal Cooperative Agreement, effective July 23, 2020 (the “ILA”), for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”);

WHEREAS, through the ILA, Fort Worth, the Client, and other units of local government created the Metropolitan Area EMS Authority d/b/a Medstar (“MedStar”), an administrative governmental agency, to administer and provide these services on behalf of the Parties and other units of local government;

WHEREAS, the Parties agree that it is in the best interests of the public health and welfare of the people of the Parties’ jurisdictions to have available to them a regulated EMS System with an exclusively contracted EMS Provider;

WHEREAS, Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions;

WHEREAS, the Parties, together with all entities participating in MedStar, previously executed a memorandum of understanding and agreement (the “MOUA”) to jointly withdraw from the ILA and dissolve MedStar;

WHEREAS, pursuant to the terms of the MOUA, Fort Worth assumed control of all assets and property of MedStar to facilitate Fort Worth’s ability to operate an EMS System and offer services to the Client and other interested units of local government in accordance with the terms of the MOUA and this Agreement;

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and section 774.003 of the Texas Health and Safety Code, the Parties may agree to regulate and provide governmental services for the public health and welfare, and such services include those provided by the EMS System;

WHEREAS, the Parties desire to continue their cooperative efforts so that Fort Worth may provide EMS System services to the Client and the public within their corporate limits through the FWFD and its EMS division (“FW EMS”); and

WHEREAS, the Parties will pay for services to be provided pursuant to this Agreement from current revenues available to the paying Party.

NOW, THEREFORE, the Parties agree to the following:

Section 1: DEFINITIONS

The following index of definitions includes terms that may not appear in this Agreement but are used in the MOUA, the Uniform EMS Ordinance, or in the ordinary course of describing the services of the EMS System. Therefore, the full index is included herein for ease of reference by the Parties.

1. **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
2. **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and Patient transportation that originates within the Service Area.
3. **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
4. **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
5. **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Agreement, Ambulance Service does not include IFT services as defined herein.
6. **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under the EMS Interlocal Agreements, the Uniform EMS Ordinance, and any Medical Director’s agreement with Fort Worth.
7. **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
8. **Emergency Care Attendant (ECA).** A person certified as an “emergency care attendant” under § 773.046 of the Tex. Health and Safety Code.
9. **Emergency Medical Services (EMS).** Services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
10. **Emergency Medical Technician (EMT).** A person certified as an “emergency medical technician” under § 773.047 or an “advanced emergency medical

technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.

11. **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
12. **EMS Interlocal Agreement.** The service level interlocal agreements executed by Fort Worth and Clients to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
13. **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this Agreement, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Client chooses to provide itself as a First Responder.
15. **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
16. **FW EMS.** The EMS division of the Fort Worth Fire Department responsible for providing the EMS System services.
17. **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
18. **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under the terms of their engagement with Fort Worth, the Uniform EMS Ordinance, and the EMS Interlocal Agreements and for directing the Office of the Medical Director.
19. **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
20. **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by Client, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the participating individual’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled individuals.
21. **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director’s functions.

22. **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
23. **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
24. **Service Area.** That geographical area which is contained within the corporate limits of the Parties and other local jurisdictions who have entered into an EMS Interlocal Agreement with Fort Worth and adopted the Uniform EMS Ordinance.
25. **Specialty Care Transport.** The transportation of a critically injured or ill patient requiring a level of service beyond the scope of an EMT or Paramedic due to the patient’s condition requiring ongoing specialized care that must be furnished by one or more health professionals, such as emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
26. **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
27. **Uniform EMS Ordinance.** The ordinance adopted by the Parties and other units of local government to establish standards for the provision of the EMS System services and designate Fort Worth as the EMS Provider for the EMS System.
28. **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

Section 2: ELECTION TO BE CLIENT

2.1 As evidenced by the execution of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as Exhibit A and incorporated herein by reference), the Client has elected to designate Fort Worth as the EMS Provider and the exclusively contracted provider of the EMS System services for the Client’s jurisdiction, other than those first response services the Client chooses to provide itself as a First Responder, and to receive EMS System services from Fort Worth pursuant to the terms of this Agreement.

Section 3: RESPONSIBILITIES OF CLIENT

3.1 The Client agrees to:

3.1.1 Properly adopt and enforce the Uniform EMS Ordinance and this Agreement;

3.1.2 Establish, operate, and fund a First Responder Program, as provided by Texas Administrative Code 157.14, to represent the interests and needs of Fort Worth and the Client, which may range from an Emergency Care Attendant Program up to an Advanced Life Support

Program adopted by Fort Worth and the Medical Director and as approved in collaboration between Client, Fort Worth, and the Medical Director;

3.1.3 Participate, via the EMS Advisory Board (“EAB”), in the development of and abide by the medical protocols, credentialing requirements, and medical policies for the EMS System and First Responders, as established by the Medical Director;

3.1.4 Provide a mechanism for transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s designated EMS Communications Center and transfer 911 callers in accordance with system performance standards adopted by Fort Worth;

3.1.5 Designate a representative of Client to serve as a member of the EAB, who shall then be appointed by the Fort Worth City Council in accordance with the conditions of this Agreement and the MOUA. The designated EAB representative of the Client shall not be removed from the EAB without Client’s consent. The Client retains the exclusive right to remove and name a replacement for its designated EAB representative at any time, and Fort Worth shall appoint the representative as so designated by the Client;

3.1.6 Provide funding for the provision of the EMS System as required by this Agreement and the MOUA; and

3.1.7 Provide additional information, as may reasonably be needed by Fort Worth, to assure the success of Fort Worth’s EMS System such as, but not limited to: updated jurisdictional boundaries or response plans that are unique to the Client.

3.2 Pursuant to Texas Administrative Code 157.11(m), Client authorizes Fort Worth to operate subscription ambulance services within the Client’s corporate limits.

Section 4: RESPONSIBILITIES OF FORT WORTH

4.1 Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services for Client’s jurisdiction including coordinating with Client to create a mechanism for dispatch services and transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s EMS Communication Center. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees during an emergency medical response pursuant to this Agreement and the MOUA.

4.2 Fort Worth will serve as the EMS Provider for the Client and provide the EMS System services within the Service Area. It is recognized and understood that Fort Worth does not assume responsibility for the provision of the EMS System services in Client’s extraterritorial jurisdiction or other areas outside of the Service Area.

4.3 Fort Worth’s EMS System services will be provided in accordance with the procedures and protocols of Fort Worth, the Fort Worth Fire Chief, and the Medical Director for the EMS System and under the direction of the Fort Worth Fire Chief.

4.4 Fort Worth agrees to:

4.4.1 Set System Performance standards for the Service Area in compliance with the clinical and medical protocols and standards established by the Medical Director and adopted by Fort Worth and the Client.

4.4.2 Provide the Client with EMS System services including: out-of-hospital emergency medical services, non-emergency medical services, life, or limb, threatening emergency, low acuity emergency, and Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) Unscheduled Medical Transportation and Ambulance Service, and MIH with such service to comply with all applicable laws, rules, and regulations, and with the clinical standards, credentialing requirements and medical policies that may be promulgated from time to time by the Medical Director, including the following commitments:

4.4.2.1: To Provide, on a 24-hour daily basis, a mobile intensive care unit (“MICU”)-capable EMS response and medical transportation service with a minimum staffing as required by relevant state law, which may be amended from time to time, for a BLS Ambulance and an ALS ambulance;

4.4.2.2: Fort Worth’s EMS System resources shall respond to incidents in the Service Area through FW EMS dispatch, using the same algorithms in place for responses within Fort Worth. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 8:00 total travel time 90% of the time for high acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 11:00 total travel time 90% of the time for low acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. Fort Worth will calculate the total travel time, and the relevant factors to be considered, in accordance with the information in the attached Exhibit B;

4.4.2.3: FW EMS will transport patients to the closest or most appropriate receiving health care facility as determined by FW EMS. If the patient is incapacitated, otherwise unable to make a choice known, or unable to go to the chosen facility due to diversion status, FW EMS will transport the patient to the facility best able to meet the patient’s needs;

4.4.2.4: FW EMS will keep the EMS System resources stocked at all times in accordance with normal FW EMS operating procedures and local, state, and federal requirements, as applicable;

4.4.2.5: FW EMS will maintain third-party or self-insured vehicle liability insurance on its ambulances and its drivers;

4.4.2.6: FW EMS will provide all maintenance for the ambulances and assume all operational costs of the ambulances, including fuel;

4.4.2.7: FW EMS shall equip the ambulances at all times with current technological advancements in emergency equipment, whether portable or fixed in place on or about the vehicle, as are adopted throughout the FW EMS ambulance fleet.

4.4.3 Obtain the services of a Medical Director that are sufficient to fulfill the Medical Director's powers and duties as identified in the engagement between Fort Worth and the Medical Director, the terms of which will be provided to the Client upon request.

4.4.4 Provide the Client the opportunity to participate in Fort Worth's EMS, or first responder, related continuing education training without charge to the Client to obtain or maintain certifications as agreed upon.

4.4.5 Provide, at least quarterly, written reports of the operational performance of the EMS System to the Fort Worth City Council, EAB, the Medical Control Advisory Board ("MCAB") and by email to the City Manager, or their designee, of the Client, and as reasonably determined to be necessary by Fort Worth.

4.4.6 Prepare and provide to the Client, at least quarterly, a comprehensive review and summary of the financial budget, and clinical and operational performance of the EMS System.

4.4.7 Manage accounts, subscriptions, payments, and billing practices related to the EMS System. Fort Worth may, in its sole discretion and at the EMS System's expense, elect to engage one or more contractors to provide these services.

4.4.8 Create and maintain the EAB and MCAB to ensure coordination and communication between first responder agencies in the Service Area and independent medical oversight related to patient care protocols for Fort Worth's EMS System.

4.4.9 Engage participating organizations on best practices in service delivery, as determined to be necessary or prudent by Fort Worth.

4.4.10 Implement an ambulance subscription program (unless otherwise prohibited by law) and offer memberships in the program to all residents of the Client's corporate limits.

Section 5: TERM AND TERMINATION

5.1 This Agreement will be effective beginning July 1, 2025 and will continue for a term of 10 years, unless earlier terminated in accordance with the terms of this Agreement. Thereafter, the Agreement will renew automatically for successive 10-year terms unless earlier terminated in accordance with the terms of this Agreement.

5.2 In accordance with the terms of the MOUA, Client has received prior notice of the value

of Client's pro rata share of the value of MedStar assets transferred to Fort Worth. The value of those assets as of July 1, 2025, and Client's pro rata share of that value, has been determined by Fort Worth and the amount is \$519,796.00. The method of calculation for determining Client's pro rata share is reflected in the terms and exhibits of the MOUA. The value of Client's pro rata share of such assets will be subject to depreciation over a term of 5 years.

5.3 Termination by Client: The Client may terminate this Agreement and withdraw from the EMS System by providing ninety (90) days' written notice to Fort Worth. If the Client terminates the Agreement within 5 years of July 1, 2025, Fort Worth will determine the value of the Client's pro-rata share of MedStar's assets transferred to Fort Worth pursuant to the MOUA as of the effective date of the Client's notice of termination, less depreciation, and distribute the remaining amount, if any, to the Client within ninety (90) days, however this obligation may be extended by an additional ninety (90) days if determined necessary by Fort Worth in its sole discretion. After five years have lapsed since July 1, 2025, the Client forfeits all rights or claims to any assets of MedStar transferred to Fort Worth pursuant to the MOUA and this Agreement.

5.4 Termination by Fort Worth: Fort Worth may terminate this Agreement for Repeated Uncured Events of Default by the Client, as defined herein.

5.4.1 Event of Default: An Event of Default includes a material breach of this Agreement. A material breach includes any failure by the Client to perform a significant obligation under this Agreement that unreasonably interferes with Fort Worth's ability to provide EMS System services. For example, a material breach includes, but is not limited to: Client's failure to make payments to Fort Worth, as required under Section 6, within 30 days of its due date; Client's failure to enforce any provision of the Uniform EMS Ordinance; Client's failure to abide by the directives, credentialing, and policies of the Medical Director; Client's failure to fund and operate a First Responder Program; and Client's failure to transfer 911 calls to Fort Worth. Fort Worth shall provide the Client with written notice of any Event of Default and allow the Client 60 days to cure it. If the Client fails to cure the Event of Default within the 60-day period, it will be considered an Uncured Event of Default.

5.4.2 If two or more Uncured Events of Default occur in a single fiscal year, or five or more occur over any single term of this Agreement, the Uncured Events of Default will be considered Repeated Uncured Events of Default. In such case, Fort Worth may terminate this Agreement, without penalty, after providing Client with 6 months' written notice of Fort Worth's intent to terminate the Agreement pursuant to this provision.

5.5 Upon the effective date of termination of this Agreement, Fort Worth will cease being the EMS Provider to the Client and the Client will be responsible for all EMS System services within its jurisdiction from the effective date of termination.

Section 6: PAYMENT

6.1 The Parties agree that the long-term sustainability of the EMS System requires public funding. The Parties agree to fund the EMS System using the fully loaded unit hour cost (UHC) allocation strategy as its annual cost allocation method. This method will require Fort Worth to:

(1) determine the total number of consumed unit hours in the EMS System; (2) determine the public funding needed by calculating the total expenditures less total revenues; (3) determine the residual consumed UHC by dividing the total public funding required for the EMS System (step 2) by the total consumed hours in the entire EMS System; (4) determine the consumed units hours by each jurisdiction; and (5) determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (step 4) by the residual consumed UHC (step 3).

For purposes of this Section, the actual unit hours consumed on a 911 call will be based on the number of minutes spent on the call, not including time spent posting or stationed, in a particular jurisdiction. The total time for calls within Client's jurisdiction will be aggregated on a fiscal year basis (October 1 through September 30) and for purposes of calculating the annual UHC for Client, the annual hours consumed by the Client will be rounded up or down to the nearest one (1) hour increment. As detailed below, payment for each fiscal year shall initially be based on a projected budget and projected utilization with a true-up process in the subsequent fiscal year to ensure final payment for each year ultimately reflects actual costs and utilization.

6.2 Beginning in Fiscal Year 2026, on or before March 15th of each year, Fort Worth will communicate to the Client: (1) the projected budget for total public funding for the EMS System for the coming fiscal year (based on Fort Worth's projected costs and projected third-party-payment offset), expressed as a UHC; (2) Client's projected utilization rate for the coming year, which will be the same as the actual utilization rate (number of UHC hours consumed) for the most recently completed fiscal year; and (3) the total budgeted payment for the Client for the coming fiscal year (product of (1) multiplied by (2)). Unless otherwise agreed in writing by the Parties, payment of budgeted costs shall be divided into semi-annual payments with the first payment of fifty percent due on or before October 15th and the remaining payment due on or before June 1st, which payment will reflect any true-up adjustment determined in accordance with Sections 6.3 and 6.4.

For purposes of determining costs for Fiscal Year 2025, Client's projected unit hours consumed are 4,819, and Client's projected annual funding obligation is \$495,923.29. For Fiscal Year 2025, Client's payment obligation has been prorated to \$99,966.00 and is due no later than July 1, 2025.

6.3 Beginning in Fiscal Year 2027, on or before December 15th of each year, Fort Worth will conduct a true up of actual costs and utilization for the preceding fiscal year. As part of this process, Fort Worth will communicate to the Client: (1) the actual total public funding for the EMS System for the preceding fiscal year (based on actual costs and actual third-party-payment offset, expressed as a UHC; (2) the Client's actual utilization rate (number of UHC hours consumed) for the preceding fiscal year; and (3) the total actual cost for the Client for the preceding fiscal year (product of (1) multiplied by (2)).

6.4 The notice provided to Client by Fort Worth on or before March 15th each fiscal year will account for the results of the true up process described by section 6.3 above. Any adjustment that may be required to Client's payment obligations as a result of that true up will be reconciled in the fiscal year immediately following the fiscal year in which the March 15th notice is provided. For the sake of clarity, if the true up reveals the budgeted payment exceeded the actual costs

attributable to the Client, then the overpayment amount will be deducted from the first annual payment of the next fiscal year. If the budgeted payment obligation was less than the actual costs attributable to the Client, then the extra costs will be added to the first annual payment of the next fiscal year. Should the Parties seek to terminate this Agreement before the costs may be reconciled the next fiscal year, the Parties agree to reconcile that obligation, subject to approval and appropriation by their respective governing bodies, before either Party may terminate this Agreement.

6.5 Fort Worth shall be responsible for billing patients and third parties for services and shall have the right to retain all funds received from such billing for services rendered as long as this Agreement is in place. The actual costs for operating the EMS System will be offset by revenues received to ensure the public subsidy accurately reflects unreimbursed costs only.

Section 7: EMS SYSTEM GOVERNANCE

7.1 Fort Worth will have direct oversight and budgetary authority over the EMS System. The Fort Worth City Council, by and through the Fort Worth City Manager or Assistant City Managers, will assume control and responsibility of all operations, oversight, revenues, and expenditures to ensure long-term fiscal sustainability that is publicly accountable.

7.2 The Fort Worth Fire Chief, acting under the direction of the City Manager or their designee, shall be responsible for providing direct management and day-to-day oversight of FW EMS and the EMS System and will have the powers and duties afforded and required of fire chiefs under state law.

7.3 The Parties agree that both an EMS advisory board and a medical control advisory board composed of relevant stakeholders and medical experts are necessary to ensure medical best practices and Client representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth. Such advisory boards are subject to the following conditions at all times:

7.3.1 The EMS Advisory Board (EAB):

7.3.1.1: The EAB shall be created by Fort Worth for the purpose of performing review of and providing advice to Fort Worth on matters related to the EMS System, budget, and service to the Client's jurisdiction.

7.3.1.2: The EAB's membership will consist of the following voting members: one representative designated by the Client and by each of the other units of government that is a party to an EMS Interlocal Agreement; and the Fort Worth Fire Chief, or their designee, who shall serve as the Board Chair. The Medical Director, or their designee, shall serve as a non-voting member.

7.3.1.3: The EAB shall review and advise on matters related to the performance of the EMS System and advise Fort Worth regarding issues related to the EMS System's goals and standards, including medical direction and clinical oversight

and selection of the Medical Director.

7.3.1.4: The EAB will recommend performance standards for the EMS System, including response travel times, call processing time, and data collection and reporting standards.

7.3.1.5: The EAB may, as determined by a majority vote of its members, establish various subcommittees for purposes that the EAB deems necessary and that are consistent with its general role as provided by this Agreement, the resolution creating the EAB, and the EAB's governing documents.

7.3.1.6: To ensure long-term fiscal sustainability of the EMS System, the EAB will review the EMS System budget and conduct an annual budget workshop to advise Fort Worth concerning revenue and expenditures for the EMS System.

7.3.2 The Medical Control Advisory Board (MCAB):

7.3.2.1: The MCAB will serve as an advisory body to Fort Worth. The MCAB's tasks consist of:

- advising Fort Worth about the clinical performance of the EMS System;
- reviewing medical protocols and clinical policies and procedures for the EMS System and making recommendations to the Medical Director;
- representing the interests of the medical community and First Responders, Medical Transportation Providers and ambulance standby providers by making recommendations for improvements to the EMS System as needed;
- recommending and reviewing research conducted within the Service Area; and
- participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by Fort Worth, provided, however, that the then-current Medical Director will not participate in matters related to his current duties and performance.

7.3.2.2: The MCAB's membership shall be composed of the following voting members: (1) the Medical Director (or a designated associate medical director), who shall serve as the Board Chair; (2) the Emergency Department physician medical director, or designee, from each full-service Emergency Department located in the Service Area; and (3) at least four physician members to represent relevant specialties or sub-specialties of benefit in developing standards for emergency out-of-hospital care, with broad representation from different hospital systems, with such members to be recommended by a majority of the then-existing members of MCAB and to be appointed by Fort Worth. The Fort Worth Fire Chief, or their designee, shall serve as a non-voting member. A majority of the voting members of the MCAB must be physicians who are board certified in Emergency Medicine or Pediatric Emergency Medicine, or a related medical field.

7.3.2.3: The MCAB may, by an affirmative vote of two-thirds of its voting members, elect to add other non-voting members as it deems appropriate.

Section 8: MEDICAL DIRECTOR

8.1 The Medical Director for the EMS System will be retained by Fort Worth. The Medical Director must be a licensed physician in the state of Texas who is board-certified in EMS and emergency medicine and meets all state requirements.

8.2 When necessary, Fort Worth shall conduct a hiring and selection process for an EMS System Medical Director and/or Associate Medical Director(s) that will be inclusive, and the EAB and MCAB shall advise Fort Worth and make recommendations concerning selection of a Medical Director for the EMS System.

8.3 The Medical Director is the Chief Medical Officer of the EMS System, will report to the City Manager of Fort Worth or their designee, and will have the powers and duties afforded and required of EMS medical directors under state law. The Medical Director will provide all independent medical direction and clinical oversight for the EMS System. The Medical Director's powers and duties concerning the EMS System will be established by agreement between Fort Worth and the Medical Director, which shall include those afforded and required under state law with the resources necessary to fulfill such requirements.

8.4 Fort Worth, by resolution or ordinance, will establish a new department or division for the Office of the Medical Director ("OMD"). The OMD will serve as the clinical office of Fort Worth through which the Medical Director will carry out their rights and duties.

Section 9: FORCE MAJEURE

9.1 It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; epidemics or pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed. To invoke this section, a Party must provide written notice of the alleged Force Majeure Event to the impacted Parties within a reasonable time after the occurrence of a Force Majeure Event, explaining the Force Majeure Event and the extent to which the Party's performance of obligations are hindered.

Section 10: RIGHT TO AUDIT

10.1 The Parties will have the right to audit each other's financial and business records that relate to the services provided (collectively "Records") at any time during the Term of this

Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, each Party shall make all relevant records available following reasonable advance notice by the other and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this Section 10 shall survive expiration or earlier termination of this Agreement.

Section 11: STANDBY EMS, INTERFACILITY TRANSPORT (IFT), AND MUTUAL AID AGREEMENTS

11.1 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for the Client. Nothing herein prohibits the Client from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of IFT services for any hospital or medical facility. Nothing herein prohibits any hospital or medical facility from privately contracting for interfacility transport services as deemed necessary by that facility. Provided, however, each IFT provider must meet the requirements provided by the Uniform EMS Ordinance.

11.3 This Agreement is not intended to prevent the Client from participating in mutual aid agreements as is typical and ordinary for the Client.

Section 12: GOVERNMENTAL POWERS

12.1 It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

Section 13: ELECTRONIC SIGNATURES

13.1 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

Section 14: COUNTERPARTS

14.1 This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

Section 15: LIABILITY

15.1 Each party agrees to be solely liable for the actions, omissions, and negligent acts of its own employees, agents, and representatives engaged in the provision of services through the EMS

System under this Agreement. Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages.

15.2 The Client assumes no responsibility or liability for payments, wages, income, and employment tax payments, pensions, benefits, or other payments accrued by or owed to Fort Worth employees who provide services pursuant to this Agreement.

Section 16: INSURANCE

16.1 Each party shall maintain adequate insurance coverage to protect against claims arising from the provision of EMS provided by its own employees and contractors, including but not limited to general liability, professional liability, including malpractice insurance, and worker's compensation insurance.

16.2 Each party may, at its discretion, elect to self-insure against claims arising from the provision of EMS, provided that such self-insurance meets the applicable statutory requirements and guidelines set forth by state law, including but not limited to chapter 2259 of the Texas Government Code.

16.3 Regardless of whether a party chooses to self-insure or obtain commercial insurance coverage, each party shall provide proof of insurance or self-insurance to the other party upon request. Such proof shall include details of coverage limits, deductibles, and any relevant policy exclusions. Each party shall maintain continuous insurance coverage or self-insurance throughout the term of this Agreement and any extensions thereof. Any substantive changes to insurance coverage or self-insurance arrangements shall be promptly communicated to the other Party in writing.

16.4 In the event of any claim, lawsuit, or demand arising under this Agreement, each party shall be responsible for managing and defending its own claims, whether through its insurance provider or self-insurance program. However, parties may collaborate as necessary to resolve claims efficiently and fairly.

Section 17: GOVERNING LAW AND VENUE

17.1 This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

Section 18: NOTICES

18.1 Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail,

registered, return receipt requested, addressed as follows:

TO FORT WORTH: City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth TX 76102 With Copy to the City Attorney at same address	TO CLIENT Entity Name Attn: Authorized Signatory Address City, State Zip
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Any notices given pursuant to this section shall be confirmed by email sent to the following addresses:

IF TO FORT WORTH:	IF TO CLIENT
-------------------	--------------

Section 19: CONFIDENTIALITY

19.1 Fort Worth shall comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon request, Fort Worth will provide the Client with utilization reviews, but all patient information shall be de-identified. Fort Worth, and the FWFD, in providing the EMS System services, and directly related activity such as billing, will be considered a “covered entity” under the HIPAA Privacy Rule and the Texas Medical Privacy Act. 45 C.F.R. §160.103; Tex. Health & Safety Code § 181.001(b)(2). The Parties agree to execute business associate agreements, and any other additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

Section 20: ACCESS TO RECORDS

20.1 The parties agree that until the expiration of six years after the last date of furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”) and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve-month period, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General and their representatives to the related

organization's books and records.

Section 21: NO WAIVER

21.1 No course of conduct or verbal waiver or consent shall be deemed a waiver by a Party of its rights under this Agreement. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement

Section 22: ASSIGNMENT AND DELEGATION

22.1 The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No party may assign or transfer any of its rights or obligations under this Agreement without prior written consent of the other Party.

Section 23: ENTIRE AGREEMENT

23.1 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiples.

City of Fort Worth:

By: _____

Name: _____

Title: Assistant City Manager

Date: _____

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended:

By: _____

Name: _____

Title: _____

Approved as to Form and Legality:

By: _____

Name: _____

Title: Assistant City Attorney

Contract Authorization:

M&C: _____

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____

Name: _____

Title: _____

City Secretary:

By: _____

Name: Jannette S. Goodall

Title: City Secretary

Haltom City:	Attest
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER [INSERT NUMBER] “AMBULANCES/EMERGENCY MEDICAL SERVICES,” OF THE CODE OF THE CITY OF [NAME], TEXAS (YEAR), AS AMENDED, BY REPEALING ARTICLE I “IN GENERAL,” ARTICLE II “BOARDS; THE AUTHORITY,” AND ARTICLE III “VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION;” AND ENACTING A NEW ARTICLE I “IN GENERAL,” ARTICLE II “FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION,” AND ARTICLE III “VIOLATIONS, PENALTIES, TRAFFIC LAW EXEMPTION;” PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES AND REPEAL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of [NAME] ("City Council") seeks to protect the public safety, preserve the quality of life, and promote efficiency within the City of [NAME] (the “City”);

WHEREAS, it is in the best interests of the public health and welfare of the people of the City to have available to them a regulated system for the provision of out of hospital emergency and non-emergency medical services, unscheduled medical transportation and ambulance service mobile integrated healthcare (“MIH”)(collectively the “EMS System”) and scheduled interfacility medical transportation services among and between hospitals and other medical facilities in non-emergency situations (“interfacility transports or IFT”) with the intent of providing quality clinical care with performance measures and standards and a goal of facilitating the best possible outcomes for each patient;

WHEREAS, in 1988 through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments, including the City of Fort Worth (“Fort Worth”), the Area Metropolitan Ambulance Authority (the “Authority” a/k/a “MedStar”) was created as a governmental administrative agency to administer and operate an EMS System and exclusively provide interfacility transports in a service area comprised of the member jurisdictions, with Fort Worth constituting more than eighty-five percent of the land mass and call volume of the Authority;

WHEREAS, the Authority has sustained rising operational and capital costs and flat net revenues, leading to a dynamic that requires future public funding to ensure the long-term sustainability of those services;

WHEREAS, the Fort Worth City Council has elected to establish an EMS division through the Fort Worth Fire Department to operate an EMS System and provide services to the people within its jurisdiction and people in other jurisdictions, provided each such jurisdiction adopts this Uniform EMS Ordinance and enters into an EMS Interlocal Agreement with Fort Worth (each a “Client City”);

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, the member jurisdictions of the Authority have agreed to dissolve the Authority, and with those adopting this ordinance and executing an EMS Interlocal Agreement opting to become Client Cities;

WHEREAS, due to the relatively low population and low population density of some areas at issue and the extremely high, start-up and fixed operating costs of a state-of-the-art EMS System, it is necessary to designate Fort Worth as the exclusively contracted EMS Provider of EMS System services within the City in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services;

WHEREAS, although Fort Worth will not be assuming the Authority’s role as exclusive provider of interfacility transports, there remains a need to ensure such transports within the City are only conducted by properly qualified and authorized providers in order to ensure clinical standards are met and public safety is preserved; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF [NAME] TEXAS, THAT:

SECTION 1.

Chapter [NUMBER] “Ambulances/Emergency Medical Services” of the Code of the City of [NAME] is hereby amended by repealing Article I “In General,” Article II “Boards; The Authority,” and Article III “Violations; Penalties; Traffic Law Exemption,” and enacting a new

Article I “In General,” Article II “Fort Worth EMS System and Interfacility Transportation” and Article III “Violations; Penalties; Traffic Law Exemption,” the text of which shall read as follows:

“ARTICLE I: GENERAL

§ 5-1 STATUTORY AUTHORITY.

This chapter is enacted by the City pursuant to Tex. Health and Safety Code § 773.051, which provides that local governments may establish standards for ambulances, and pursuant to Tex. Government Code Chapter 791, which authorizes combinations of local governmental units to contract for the provision of governmental services.

§ 5-2 GENERAL PURPOSES AND INTENT OF ORDINANCE.

It is the purpose of this Ordinance:

To establish a regulated out-of-hospital emergency medical services, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system (collectively the “EMS System”) which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each Patient.

To designate Fort Worth as the EMS Provider of the EMS System within the corporate limits of City as provided by the terms of the EMS Interlocal Agreement between Fort Worth and the City to maintain consistent, high-quality service while controlling costs through efficiencies and economies of scale;

§ 5-3 DEFINITIONS.

For the purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
- (b) **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.
- (c) **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
- (d) **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.

- (e) **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Ordinance, Ambulance Service does not include IFT services as defined herein.
- (f) **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under this Ordinance, Fort Worth's EMS Interlocal Agreements, and the Medical Director's agreement with Fort Worth.
- (g) **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
- (h) **Emergency Care Attendant (ECA).** A person certified as an "emergency care attendant" under § 773.046 of the Tex. Health and Safety Code.
- (i) **Emergency Medical Services (EMS).** Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
- (j) **Emergency Medical Technician (EMT).** A person certified as an "emergency medical technician" under § 773.047 or an "advanced emergency medical technician" under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
- (k) **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
- (l) **EMS Interlocal Agreements.** The service level interlocal agreements executed by Fort Worth and Client Cities to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
- (m) **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this ordinance, the EMS Provider is Fort Worth.
- (n) **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services City chooses to provide itself as a First Responder.
- (o) **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
- (p) **FW EMS.** The emergency medical services division of the City of Fort Worth Fire Department responsible for providing the EMS System services.

- (q) **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
- (r) **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under their engagement with Fort Worth, this Ordinance, and Fort Worth's EMS Interlocal Agreements with Client Cities and for directing the Office of the Medical Director.
- (s) **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
- (t) **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by City, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the client's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled clients.
- (u) **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director's functions.
- (v) **Paramedic.** A person qualified as a certified or licensed "paramedic" as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
- (w) **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
- (x) **Service Area.** That geographical area which is contained within the corporate limits of the City and other local jurisdictions who have elected to become Client Cities by entering into an EMS Interlocal Agreement with Fort Worth and adopting this ordinance.
- (y) **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of the EMT-Paramedic when the Patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area; for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
- (z) **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
- (aa) **Uniform EMS Ordinance.** This ordinance.

- (bb) **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

§ 5-4-5-15 Reserved

ARTICLE II: FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION

§ 5-16 POWERS AND DUTIES OF FW EMS

(a) Fort Worth, by and through FW EMS, is hereby designated as the exclusively contracted EMS Provider of the EMS System within the City's corporate limits as provided by the terms, conditions and provisions of the City's EMS Interlocal Agreement with Fort Worth and for so long as Fort Worth is a party to the City's EMS Interlocal Agreement.

(c) Fort Worth shall comply with all terms of the EMS Interlocal Agreement and have all the powers and duties enumerated therein.

§ 5-17 INTERFACILITY TRANSPORTATION

(a) This ordinance is not intended to designate Fort Worth as the sole provider of interfacility transportation services between hospitals and other medical facilities within the Service Area.

(b) Notwithstanding the above, any person or entity who wishes to provide such IFT services within the Service Area must be registered with Fort Worth as an IFT provider and permitted by Fort Worth and the Medical Director to provide such services.

(c) Any IFT provider who obtains a permit to provide IFT services from Fort Worth must comply with the provisions of this ordinance and the directives of the Medical Director.

§ 5-18-5-30 Reserved

ARTICLE III: VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION

§ 5-31 VIOLATIONS.

(a) So long as Fort Worth is a party to the City's EMS Interlocal Agreement, it shall be unlawful:

- (1) To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit.
 - (2) To perform duties as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (3) To permit a person to work as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (4) To use, or cause to be used, any Ambulance Service other than FW EMS, except as permitted in subsection (b) below;
 - (5) For any person or entity other than Fort Worth and FW EMS to provide EMS System services within the Service Area, not including those first response services which City provides itself as a First Responder and except as permitted by subsection (b) below;
 - (6) For any person to provide Medical Transportation originating in the Service Area without a permit issued by Fort Worth;
 - (7) For any agency to provide First Responder services without a First Responder Agreement with Fort Worth or a written automatic aid or mutual aid agreement with the City;
 - (8) To use an ambulance for the transportation of persons other than in connection with the transportation of a Patient.
- (b) It shall be a defense to any alleged violation of this section that a vehicle is being used or service is provided solely in any of the following manners:
- (1) As a privately-owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless;
 - (2) Rendering service as an ambulance at the request of the EMS Communications Center upon the declaration of a disaster by Fort Worth, the City, another unit of local government, the State of Texas, or the United States; or a declaration of a major catastrophe or extreme system overload by the City Fire Chief, or the Fort Worth Fire Chief;
 - (3) Any ambulance owned or operated by the federal or state government;
 - (4) Ambulance mutual aid calls when rendered pursuant to an Ambulance Mutual Aid agreement approved by the City or Fort Worth;
 - (5) Wheelchair transport services for persons other than Patients, when the service is not provided by ambulance; and

- (6) Medical Transportation of a Patient where the transport originates outside the Service Area.
- (7) IFT between hospitals or medical facilities within the Service Area if the provider has first obtained a permit from Fort Worth.

§ 5-32 PENALTIES.

- (a) Any person convicted of violating the provisions of Section 5-31 shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §12.23).
- (b) This Section does not serve to limit any other remedies available to the City in law or equity.
- (c) Each violation of this Ordinance shall constitute a separate offense.

§ 5-33 TRAFFIC LAWS; EXEMPTION.

When the driver of an emergency medical response vehicle has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the vehicle shall be treated as an “authorized emergency vehicle” within the meaning of Chapter 546 of the Tex. Transp. Code and shall be exempt from traffic laws as provided therein.

§ 5-34-5-39 Reserved”

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the Code of the City of [NAME], Texas (YEAR), as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

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

SECTION 4.

All rights and remedies of the City of [NAME], Texas, are expressly saved as to any and all violations of the provisions of the Code of the City of [NAME], or any other ordinances of the City, that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person convicted of violating the provisions of the Code of the City of [NAME] Section 5-31 as enacted by this Ordinance shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §.12.23). This Section does not serve to limit any other remedies available to the Jurisdiction in law or equity. Each violation of this Ordinance shall constitute a separate offense.

SECTION 6.

The City Secretary of the City of [NAME], Texas is hereby directed to publish the caption, penalty clause and effective date of this ordinance for two (2) days in the official newspaper of the City of [NAME], Texas, as authorized by Texas Local Government Code, Section 52.013.

SECTION 7.

All other provisions of Chapter 5 of the Code of the City of [Name], as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8.

This ordinance shall take effect upon adoption and publication as required by law, and it is so ordained.

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

Assistant City Attorney

[NAME], City Secretary

Date: _____

Ordinance No. _____

ADOPTED: _____

EFFECTIVE: _____

Exhibit B – Travel Time Calculation Worksheet

Every 911 request for service involves a cascade of events from the onset of the incident until the ambulance and personnel are available for another request for service. The figure below is a visual representation of the cascade of events in a 911 incident.



The following Elements of Time are key performance indicators that are measured as part of overall EMS System performance.

Call Processing Time – The element of time that is measured from the time that 911 answers the call and receives adequate information to identify the call location and priority level (call back number, location, chief complaint, and MPDS determinant) to dispatch the call and the time the Emergency Dispatch Center dispatches an ambulance.

Turnout Time – The element of time that is measured from the time that the ambulance is notified of a call until the ambulance establishes a continuous state of travel (en-route) to the location of the emergency incident.

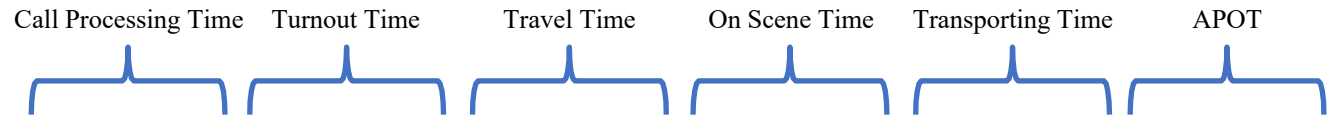
Travel time – The element of time that is measured from the time that the ambulance goes en route to the location of the emergency incident until the ambulance arrives at the location.

On-Scene Time – The element of time that is measured from the time that the ambulance arrives at the location of the emergency incident, designated staging location, or nearest public road access point to the scene to the time the ambulance clears the scene location or begins to transport.

Transport time – The element of time measured from the time that the ambulance begins transporting the patient from the scene to the time the ambulance arrives at the health care receiving facility.

Ambulance Patient Off-load Time (APOT) – The element of time is measured from the time that the ambulance arrives at the health care receiving facility until the time it is available for another assignment.

The figure below visually represents each of the intervals where these elements of time are calculated.



CAD Incident #	Case Number	Unit	Call Received	Dispatched	Enroute	On Scene	Enroute to Hospital	Arrived at Hospital	Call Cleared
22000005	2-000019	M77	1/1/22 0:12:35	1/1/22 0:13:17	1/1/22 0:13:31	1/1/22 0:22:04	1/1/22 0:33:36	1/1/22 0:58:58	1/1/22 1:38:11

The figure below visually represents the travel time performance objectives for life-threatening, potentially non-life-threatening, and low-acuity emergencies.

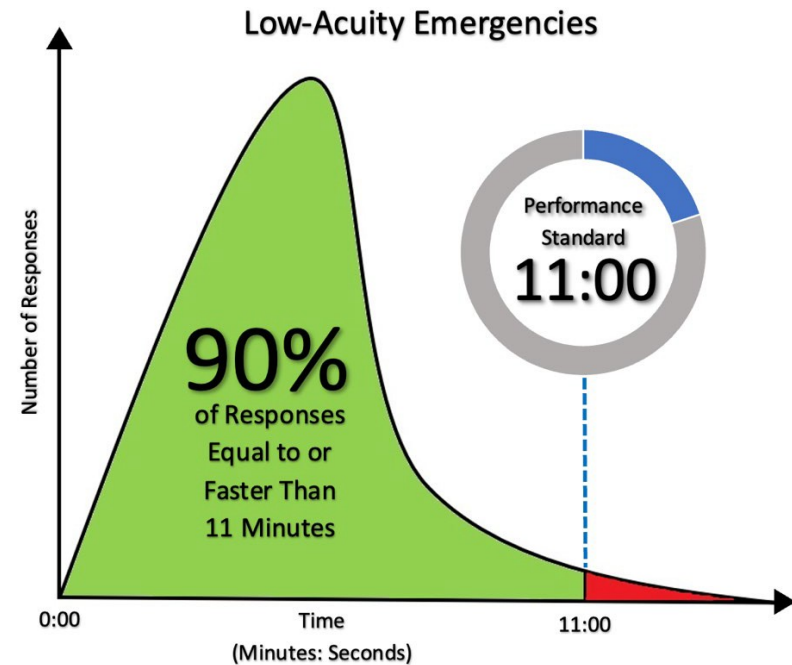
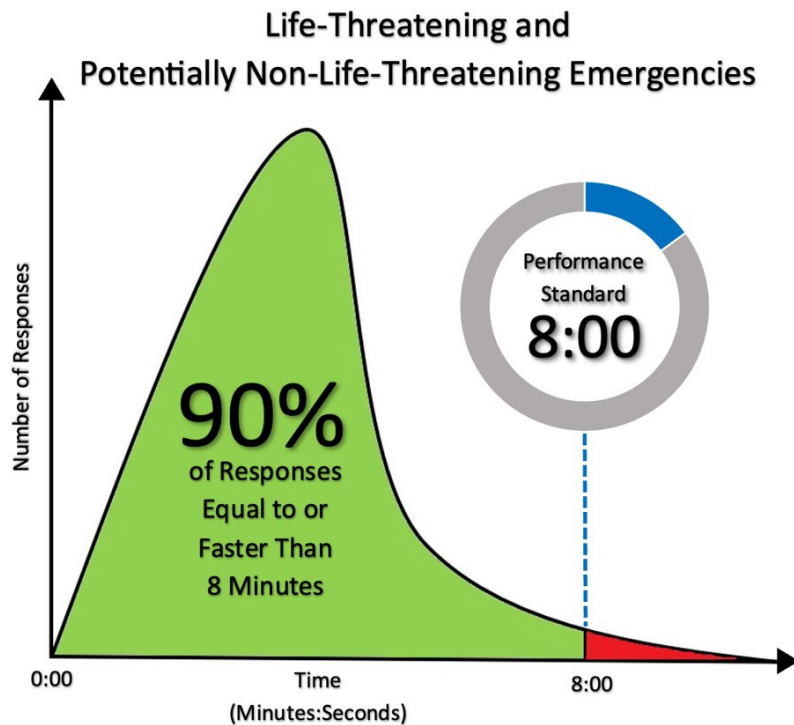




Exhibit C – UHC and Payment Calculation Information

1. Define the total number of consumed unit hours in the entire system.
2. Define the needed public funding for the system calculated as total revenues less total expenses. This residual value is the public funding needed.
3. Determine the residual consumed unit hour cost (UHC) by dividing the total needed public funding (Step 2) by the total consumed hours in the entire system (Step 1)
4. Determine the consumed unit hours by each jurisdiction.
5. Determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (Step 4) by the residual consumed unit hour cost (UHC) (Step 3).

For Client:

1. There have been 168,718 consumed unit hours in the EMS System inclusive of all participating agencies, as determined by the Fiscal Year 2024 MedStar CAD system data;
2. The needed residual public funding for the EMS System is \$17,363,564, determined as follows:
 - a. This number was determined by taking revenues (\$61,332,602) minus expenses (\$70,696,166), including dispatch and medical director's fees (\$8,000,000).
3. Accordingly, the UHC is \$102.91 ($\$17,363,564 / 168,718$ consumed hours)
4. Client utilized 4,819-unit hours in its boundaries according to the Fiscal Year 2024 MedStar CAD system data;
5. The annual cost allocation for Client is \$495,923.29 (4,819-unit hours x \$102.91 UHC) to be paid in two semi-annual payments. For Fiscal Year 2025, Client will owe only one payment which has been prorated to \$99,966.00 and is due July 1, 2025.

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: City Secretary

Subject: Consideration and/or action to approve items to be placed on future agendas.

BACKGROUND

Resolution No. R-2017-031-01:

Members of the council may submit items for inclusion on a future agenda by orally making the request under the "Future Agenda Items" topic during a council meeting. With the support of a majority of the members of the council, the requested item will be placed on a future meeting agenda under "Work Session" in accordance with the direction of the council.

After 12:00 p.m. Thursday preceding the council meeting, an item must be qualified as an "emergency," as defined by the Open Meetings Act, to be added to the agenda.

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENTS

None

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: City Secretary

Subject: RESIGNATION OF
BOARDS/COMMISSIONS/COMMITTEES

BACKGROUND

The City Council will consider action regarding the resignations from Boards, Commissions, and Committees.

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENTS

None.

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, February 10, 2025, 6:00 PM

Department: City Secretary

Subject: APPOINTMENTS/REAPPOINTMENTS TO
BOARDS/COMMISSIONS/COMMITTEES

BACKGROUND

The City Council will consider action to appoint/reappoint board, commission, and committee members. Councilmembers and Mayor are to appoint or reappoint members for their corresponding places on boards, commissions, and committees. Appointments must have Notification of Recommendation prior to voting at the Council meeting.

Each new appointee will be notified to complete the Open Meetings Act within the required 90 days of appointment.

The following appointments/reappointments are due for Councilmembers:

- Animal Advisory Committee: Peggy Brown-Aguilar (reappoint), Dario Juarez (reappoint).
- Beautification: Place 3 - Ella Patterson (reappoint)
- CCPD: Place 6 - Layla Caraway (reappoint).
- Fire Service Board: Place 7 - (Vacant).
- Planning and Zoning: Place 6 – Keli Stallings (reappoint).
- Zoning Board of Adjustments: Place 3- Debbie Harris (reappoint); Place 6 – Stephen Tuckier (reappoint).

The following appointments/reappointments are due for Mayor:

- Beautification – Place 8 (vacant)
- Civil Service Commission – Place 4 (Vacant), Alternate 2 (Vacant)
- Ethic Commission: Place 1 - Suzanne Norris (reappoint); Place 2 - Lisa Mais (reappoint); Place 3 - Jim Sutton (reappoint), Place 4 - Don LeMaster (reappoint); Place 5 - Carl Anthony (reappoint); Alternate 1 - Tandra Betts (reappoint); Alternate 2 - April Knight (reappoint).
- Planning & Zoning (P&Z): Alternate 2 (vacant)
- Zoning Board of Adjustments (ZBA): Alternate 1 (vacant)

FISCAL IMPACT

None.

RECOMMENDATION

1. The following appointments have posted on the agenda to be discussed by the Council:

None

2. We have the following appointees who have not submitted their Open Meetings Act certification and have less than 30 days to complete:

None

ATTACHMENTS

Appointment Applications Received: Amy West, 2024; Ariel Olivencia, 2024; Barbi Clark, 2024; AnaMaria DeYoung, 2024; Sarah Ocampo, 2024.

Reappointment Applications Received:

Andree LeMaster– Beautification Board, Place 1.