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 24, 2025

CALL TO ORDER (General Comments) - 6:00P.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, intergovernmental correspondence, appointment process boards and commissions, and pending or contemplated litigation or a settlement offer for the following cases:

• Darrell Ford v. City of Haltom City
• Flynn v. Haltom City Economic Development Corporation
• 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 – Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

• Ethics Commission

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

• Review and discuss items on the Regular Agenda of February 24, 2025

REGULAR SESSION - CALL TO ORDER - 7:00 P.M.

INVOCATION & PLEDGE OF ALLEGIANCE - Council Member Dana Coffman

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)

1. Proclamation - Representative Stephanie Klick

EMPLOYEE SERVICE AWARDS

2. Christi Pruitt - 20 Years of Service

REPORTS

3. Annual Comprehensive Financial Report (ACFR)

CONSENT AGENDA

4. MINUTES
Consideration and/or action regarding approval of the Minutes of February 10, 2025 Regular Meetings. (I. Rodriguez)

REGULAR AGENDA

ORDINANCE(S) AND RESOLUTION(S) - None

OTHER BUSINESS

5. PROFESSIONAL SERVICES AGREEMENT
Consideration and/or action to approve a professional services agreement with Graham Associates in the amount of $148,190 for the design of infrastructure to support future development along the south side of Northern Cross Boulevard west of Old Denton Road. (G. Van Nieuwenhuize)

6. AWARD OF DEMOLITION CONTRACT
Consideration and/or action to award the demolition contract for property located at 5024 Broadway Avenue (old city hall building) to Garrett Demolition in the amount of $84,364.00. (J. Carver)

CITY STAFF REPORTS

7. Emergency Notification System Update (B. Davis)

8. Upcoming City Events - (C. Pruitt)

FUTURE AGENDA ITEMS

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

BOARDS / COMMISSIONS / COMMITTEES

10. APPOINTMENT(S)/REAPPOINTMENT(S) to Boards/Commissions/Committees.
Consider approval regarding appointments to Boards/Commissions/Committees.

11. RESIGNATION(S) of Boards/Commissions/Committees
Consider approval of a resignation of a Board/Commission/Committee Member(s).

EXCUSED ABSENCE OF COUNCIL MEMBERS

12. 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

RECONVENE TO REGULAR SESSION

13. 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 21st 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, 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 21, 2025

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**City Secretary**
Subject:	**Proclamation - Representative Stephanie Klick**

BACKGROUND

FISCAL IMPACT

None.

RECOMMENDATION

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**Administration**
Subject:	**Christi Pruitt - 20 Years of Service**

BACKGROUND

FISCAL IMPACT

None.

RECOMMENDATION

Agenda No. 3.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**Finance**
Subject:	**Annual Comprehensive Financial Report (ACFR)**

BACKGROUND

The audit of the City's financial statements by the City's outside audit firm for the fiscal year ending September 30, 2024, has been completed. Pattillo, Brown & Hill, LLP, Certified Public Accountants, performed the audit.

A copy of the Annual Comprehensive Financial Report (ACFR) and audit findings will be made available to the City Council.

The Audit Committee met on February 24, 2025, in a public meeting to review the reports with the auditors.

FISCAL IMPACT

The fiscal impact of the ACFR is reflected in the City's upcoming budget.

RECOMMENDATION

No action needed. The Audit Committee will share their conclusion at the Council meeting.

ATTACHMENTS

Annual Comprehensive Financial Report will be provided on February 24, 2025.

Agenda No. 4.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**City Secretary**
Subject:	**MINUTES**

BACKGROUND

A Regular Meetings were held on February 10, 2025, at City Hall.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommend that the City Council approve the minutes presented.

ATTACHMENTS

Minutes of February 10, 2025.

Attachments

021025.pdf

MINUTES
HALTOM CITY COUNCIL MEETING
February 10, 2025

A Regular Meeting was held by the City Council of the City of Haltom City, Texas, on February 10, 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
Mayor Pro Tem (MPT) Kyle Smith
Dep Mayor PT (DMPT) Don Cooper
Council Place 2 Kyle Hantz
Council Place 3 Ollie Anderson
Council Place 4 Scott Lindgren
Council Place 5 Troy Dunn
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); Selina M. McBeth, Asst. Finance Director (AFD); 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) ;Greg Van Nieuwenhuize, Public Works Director (PWD), and Chris Rozanc, Building Official/Code Enforcement Supervisor (BO/CES).

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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

Mayor Truong called for an Executive Session at 6:01. The Executive Session ended at 7:07 p.m.

CALL TO ORDER – Mayor Truong called the meeting to order at 7:16 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE – Council Member Troy Dunn

VISITORS/CITIZENS FORUM – None

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

PROCLAMATION(S)/RECOGNITION AWARDS/PRESENTATION(S) – None

EMPLOYEE SERVICE AWARDS – None

REPORTS - None

CONSENT AGENDA

1. **MINUTES**

Consideration and/or action regarding the approval of the Minutes of 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)

CM Dunn moved to approve item 1 minutes as corrected and item 2, seconded by MPT Smith. ***The vote was unanimous. Motion carried.***

REGULAR AGENDA

ORDINANCE(S)

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)

FD Johnson briefed the Council on details and recommended approval.

Mayor Truong opened the public hearing at 7:21 p.m. There being no public comments, the Mayor closed the public hearing at 7:21 p.m.

MPT Smith moved to deny Ordinance No. O-2025-002-03- Budget Amendment on second reading, second by CM Coffman. ***The vote was unanimous. Motion carried.***

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)

SC Rodriguez briefed the Council on the details of the Resolution, and CA Olson went further into details of the Special Election.

CM Dunn moved to approve item 4, seconded by CM Lindgren. ***The vote was unanimous. Motion carried.***

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)

PD Pruitt briefed the Council on the details of the Resolution, and recommended approval.

CM Coffman moved to approve item 5, seconded by MPT Smith. ***The vote was unanimous. Motion carried.***

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)

PWD Van Nieuwenhuize informed the City Council about the Facilities Agreement with the owners of Callaway Place Addition: Lot 5, Block 1 for development of this lot. He recommended that the Council authorize the City Manager to execute the Facilities Agreement for the Callaway Place Addition: Lot 5 of Block 1, after ASD Range Vista Fee Owner, LLC, acquires the property.

CM Lindgren moved to approve item 6, seconded by DMPT Cooper. ***The vote was unanimous. Motion carried.***

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)

PWD Van Nieuwenhuize informed the City Council about the dedication easement and right-of-way. He answered questions from the Council and recommended that the Council authorize the City Manager to execute the Easement and Right of Way dedication instructions.

CM Dunn moved to approve item 7, seconded by CM Anderson. ***The vote was unanimous. Motion carried.***

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)

PWD Van Nieuwenhuize informed the City Council about the proposal and contract. He answered questions from the Council and recommended that the Council approve the "Proposal and Contract (Interlocal Agreement with North Richland Hills Contract" with Texas Materials Group, Inc. dba Texas Bit to authorize the City Manager to execute this agreement

DMPT Cooper moved to approve item 8 seconded by CM Dunn. ***The vote was unanimous. Motion carried.***

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)

FC Jabos informed the City Council about the Interlocal Agreement. He answered questions from the Council and recommended that the Council approve the ILA and the City Manager and his staff to partner with the other member cities as outlined in the agreement.

CM Dunn moved to approve item 9 seconded by CM Coffman. ***The vote was unanimous. Motion carried.***

CITY STAFF REPORTS

10. **Code Enforcement – (C. Rozanc)**
BO/CES Rozanc delivered a detailed presentation outlining the 2023-2024 Code Cases, and Citations. He answered questions from the Council.

11. **Senior Center – Signage (C. Pruitt)**
PRD Pruitt informed the Council on the details of the signage to be placed on the Senior Center. She answered questions from the Council.

FUTURE AGENDA ITEMS

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

None.

BOARDS/COMMISSIONS/COMMITTEES
13. **<u>Resignations of Board/Commissions/Committee Members</u> –** Consider approval of the resignations of Board/Commission/Committee Members.

None.

14. **<u>Appointment/Reappointment to Boards/Commissions/Committees</u> –** Consider approval regarding appointments to Boards/Commissions/Committees.

MPT Smith reappoints Suzanne Norris (Place 1) to the Ethics Commission.

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

A. Deputy Mayor Pro Tem Cooper appoints Amy West – Fire Services Board (Place 5)

A clarification was made by DMPT Cooper from Place 5 to Place 7.

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

CM Coffman reappoints Layla Caraway (Place 6) to the Crime Control Prevention District Board, Steven Tuckier (Place 6) to the Zoning Board of Adjustments.

CM Coffman moved to approve the appointments, seconded by CM Anderson. ***The vote was unanimous. Motion carried.***

CM Anderson reappoints Debbie Harris (Place 3) to the Zoning Board of Adjustments.

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

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. There were no absences.

None

EXECUTIVE SESSION

See Posting on Page One (1) of Agenda.

RECONVENED TO REGULAR SESSION

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

No action taken.

ADJOURNMENT

Mayor Truong adjourned the meeting at 8:27 p.m.

RESPECTFULLY SUBMITTED BY: **APPROVED BY:**

Imelda B. Rodriguez, City Secretary

Dr. An Truong, Mayor

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**Public Works**
Subject:	**PROFESSIONAL SERVICES AGREEMENT**

BACKGROUND

On November 25, 2024, the City Council approved a 380 Development Agreement with FMJM, LLC, for the purposes of constructing and operating an indoor/outdoor sports bar and restaurant venue.

In order to attract other businesses to this area, the City has accepted responsibility for constructing a culvert (actually, a small bridge structure) across the drainage channel south of and parallel to Northern Cross Boulevard, a “slip road” (which will provide access to the lots on both side of the indoor/outdoor sports bar and restaurant venue) and the appropriate infrastructure from Northern Cross Boulevard to the south side of said slip road. The result of this construction is that both the lots on either side of the indoor/outdoor venue and the lot to the southwest (which also has frontage along Haltom Road) will be much more attractive to developers. Additionally, the slip road and a portion of the infrastructure installed under the slip road will be the maintenance responsibility of the property owner encompassing these facilities. As such the City will not be responsible for future maintenance or replacement of these facilities upon the sale and development of the affected tracts.

Graham Associates (GA) was the engineering firm that designed the Backage Road Improvements which, among other roadways, included the realignment of Northern Cross Boulevard into its present configuration. GA has also been retained by FMJM for the platting of their indoor/outdoor development. As such GA is in a unique position to provide the most efficient professional surveying and engineering experience for both FMJM and the City.

GA has agreed to perform surveying and engineering services for $148,190. This design work includes the culvert/bridge structure described above, the slip road from this culvert/bridge to Old Denton Road, the underlying infrastructure which will connect with the existing infrastructure within Northern Cross Boulevard Right-of-Way and public infrastructure extensions to the properties on both sides of the FMJM development and the property to the southwest of this tract.

The City Attorney has reviewed GA’s Standard Terms and Conditions.

FISCAL IMPACT

There is funding available in the FY2025 CIP Budget.

RECOMMENDATION

Staff recommends that the City Council:

1. approve the proposal/agreement with Graham Associates in the amount of $148,190 for the Civil Engineering and Surveying Services for a Northern Cross Boulevard Culvert, a Mutual Access Drive and Infrastructure Improvements; and

2. authorize the City Manager to execute the associated professional services proposal/agreement.

In addition, Staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 24TH 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

P-Northern Cross Blvd - Mutual Access Drive Improvements - Feb 2025.pdf

GRAHAM ASSOCIATES

Graham Associates, Inc. TBPE Firm F-1191 | TBPLS Firm 101538-00

600 Six Flags Drive, Suite 500
Arlington, TX 76011
817.640.8535 817.633.5240 fax

1300 Summit Avenue, Suite 419 Fort
Worth, Texas 76102
817.332.5756

February 18, 2025

Mr. Gregory Van Nieuwenhuize

Director of Public Works
City of Haltom City
Public Works Service Center
4200 Hollis Street
Haltom City, TX 76111

RE: Proposal for Professional Civil Engineering and Surveying Services
Northern Cross Blvd. (NCB) – Mutual Access Driveway Improvements

Mr. Van Nieuwenhuize:

Graham Associates, Inc. is pleased to present this proposal to provide professional surveying and engineering services to perform the following scope of work for the above-mentioned project. The scope of services within this proposal are for the Civil Engineering and Land Surveying associated with the construction of a mutual access roadway through EDC property, connecting Northern Cross Blvd. and Old Denton Rd. The access road will consist of modification to existing storm sewer infrastructure, public storm drain, water, and sanitary sewer improvements, as well as a 25’ reinforced concrete access roadway to assist with access to the development sites within the parent EDC tract. This proposal is based on initial meetings with City staff and the developers, knowledge of the site, and the City of Haltom City development process. More specifically the proposed scope of service is as follows:

SCOPE OF SERVICES:

I. SURVEYING SERVICES

A. Topographic Design Survey – We shall perform a field run topographic survey of the subject project site, including existing boundary monumentation, street paving, sidewalks, utility appurtenances, signs, light poles and other surface features through conventional field survey techniques and methods. This survey shall be utilized as the base map for the design of the proposed improvements.

B. Final Plat – Based on local and state requirements, we shall prepare, in conjunction with the Stomping Grounds project, a Final Plat of the City owned properties signed and sealed by a Texas Registered Professional Land Surveyor. The Final Plat will dedicate the necessary easements required and associated with the development of the properties. Included is the coordination with the appropriate governing agencies for submittal and review of these documents. The scope of this item includes boundary verification and setting off site survey control and monumentation. *Note: The fee for this item does not include the City’s review and filing fees, nor does it include sales tax.*

C. Easement Documents – We shall prepare and coordinate the recording of separate instrument easement and/or right-of-way documents on an as needed basis based on City request and approval and shall be completed at the agreed upon per each cost. Said documents shall be prepared in the care of and signed by a Registered Professional Land Surveyor licensed in the state of Texas. Additional easement/ROW documents may be provided as needed or upon request.

II. ENGINEERING SERVICES

A. Construction Plan Documents – We shall prepare civil engineering plans in accordance with City requirements for the following:

a. Cover Sheet
b. General Notes
c. Typical Paving Sections
   i. *Based on site geotechnical recommendation and previous improvements*
d. Demolition Plan
e. Paving Plan & Profiles
f. Grading Plan – Including detailed channel grading and any offsite grading that may be required to establish positive drainage in and around the construction site. The grading plans shall include structural details for the specialized headwall for the relocated storm sewer at the west end of the existing channel.
g. Overall drainage area map delineating drainage areas and storm run-off data for this site and for adjacent properties that may affect this site.
   i. Note: This proposal does not include offsite storm sewer design or downstream studies.
h. Storm sewer calculations for all the proposed drainage infrastructure in accordance with City requirements.
i. Storm Sewer Plan & Profiles (Including Storm Sewer Appurtenances)
j. Water Main Plan (Including Water Main Appurtenances)
k. Sanitary Sewer Main Plan & Profiles (Including Sanitary Sewer Main Appurtenances)
l. Erosion Control Site Plan
m. Pavement Marking & Signage Plan
n. Construction detail sheets and general construction notes for drainage and paving improvements in accordance with City requirements.

B. Cost Estimating – Based on the City approved concept plan we shall provide opinion of probable construction cost estimates as the design effort progresses.

C. Geotechnical Memo – We shall prepare a geotechnical engineering memo for the project to review existing geotechnical reports and data and provide a proposed pavement section design.

III. MISCELLANEOUS SERVICES

A. Construction Phase Assistance – We shall assist City in the advertisement of the project for bid. City shall bear the cost of advertisement, and Graham shall provide all necessary bidding documents, i.e. printed construction plans, specifications, and contract documents for use in obtaining bids, awarding contracts, and construction of the project. Occasional site visits and contractor coordination meetings shall be performed however this proposal does not cover exhaustive or continuous on-site inspection or management of the construction process. Assistance shall be provided with review of contractor submitted contract documentation including but not limited to, pay applications, RFI's, change order requests, etc.

A final inspection of the project will be performed, in company of the contractor and City, for final acceptance of the infrastructure. The Issuance of one deficiencies list shall be covered under the scope of this proposal, any return trips, additional deficiency lists or coordination related to project completion past the initial list shall be considered additional services and billed at the attached hourly rates.

B. Miscellaneous Authorized Only – At the City's request, we shall assist with miscellaneous items not covered in the scope of this proposal to be invoiced on an hourly basis and billed at our standard hourly rates. Significant items will require a change order or separate proposal.

GRAHAM ASSOCIATES

Graham Associates, Inc. TBPE Firm F-1191 | TBPLS Firm 101538-00

600 Six Flags Drive, Suite 500
Arlington, TX 76011
817.640.8535 817.633.5240 fax

1300 Summit Avenue, Suite 419 Fort Worth, Texas 76102
817.332.5756

Compensation shall be based on our hourly rates (copy attached). The following amounts are based on an owner-approved site plan and are not to be exceeded without additional approvals:

<u>FEE SCHEDULE</u>

<u>I. SURVEYING SURVICES</u>

A. Topographic Design Survey	$ 6,280.00	*Lump Sum*
B. Final Plat	$ 5,120.00	*Lump Sum*
C. Easement Documents (as needed)	$ 1,380.00	*per Each*

a. *3 Separate Instrument Easement Documents Estimated for Project Completion ($4,140.00) and only completed at the direction and approval of the City*

<u>II. ENGINEERING SERVICES</u>

A. Construction Plan Documents & Public Bid		
1) Civil Construction Plans & Specifications Est. Construction Cost: $1,229,876.90 ASCE Curve A: 7.40%	$ 91,010.00	
2) Specialized Drainage Wingwall Structural Detail	$ 6,960.00	
3) Traffic Control	$ 3,920.00	
4) City & Developer Coordination	$ 2,940.00	
	$ 104,830.00	*Lump Sum*
B. Cost Estimating	$ 5,320.00	*Lump Sum*
C. Geotechnical Memo & Pavement Design	$ 5,000.00	*Lump Sum*

<u>III. MISCELLANEOUS SERVICES</u>

A. Construction Phase Assistance	$ 10,000.00	*Hourly NTE*
B. Miscellaneous Authorized Only	$ 7,500.00	*Hourly NTE*

Note: The following fee items are to be considered City Authorized Only and on a Not to Exceed basis:

- *I.C – Easement Documents*
- *III.A – Construction Phase Assistance*
- *III.B. – Miscellaneous Authorized Only*

GRAHAM ASSOCIATES

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1300 Summit Avenue, Suite 419 Fort Worth, Texas 76102
817.332.5756

For the scope of services described herein, we propose to be compensated as shown above. Next to each work item, we have noted if the fee is proposed as hourly. If the fee is noted to be hourly, the amount shown is an estimate for budgeting purposes based on the amount of work anticipated to complete the item scope. These services are proposed to be performed as hourly based on the difficulty in determining the potential multiple iterations and precise number of meetings that may be required to accomplish the service. Hourly fees will be billed in accordance with Graham Associates' published 2025 rates, available upon request.

Non-labor expenses will be charged at cost plus ten (10%) percent. These expenses include all necessary and related non-labor expenses incurred by Graham Associates, Inc., which are directly chargeable to the above scope of services being performed. These generally include, but are not limited to, expenses for reproduction, deliveries and filing fees.

Services which are not expressly written in this agreement will be considered additional services and will not be performed without your prior authorization. These include, but are not limited to:

As-built, ALTA/ACSM, and/or Title Survey
Tree Survey outside of specified areas provided by Landscape Architect
Geotechnical Engineering (outside of scope defined above)
SWPPP Preparation (Exhibit is prepared under the Erosion Control Plan portion of this proposal)
Traffic Studies
Signal Design
TXDOT Coordination and Permitting
Layout/Design of Offsite Roads & Drives
Handicap Accessibility Review and Inspection
Photometric Study/Lighting Design
Water Modeling
Sanitary Sewer Study
Detention Analysis/Design (site is currently fully developed – Detention is not anticipated to be required)
USACE Permitting (Wetlands/Jurisdictional Waters)
FEMA Permitting
Design of Property Signage, Features, Retaining Walls, and Screening Walls
Flood Study - Downstream Stream Assessment
Off-Site Utility or Drainage Design
Review & Permitting Fees

For us to proceed with the work outlined in this proposal we request that you sign, initial, and return a copy of this proposal. Our proposal is valid for sixty (60) days from the date of its submittal; if not accepted by the end of the 60-day period, it is subject to change, renegotiation, or withdrawal at the option of Graham Associates, Inc.

Please call if you have any questions regarding the scope or information contained in this proposal. Thank you again for allowing us to submit this proposal and we look forward to working with you on this project.

Respectfully submitted,

GRAHAM ASSOCIATES, INC.
TBPE Firm F-1191 | TBPLS Firm 101538-00

Christian J. Conners, P.E.
Sr. Project Manager / Principal

Approved & Accepted:

By: ___________________________

Title: _________________________

Date: _________________________

EXHIBIT “A”

STANDARD TERMS AND CONDITIONS

I. SERVICES TO BE PERFORMED:
Graham Associates, Inc., (“Graham Associates, Inc.”) agrees to perform the services as described in the attached letter proposal (the “Proposal”). The “Client” shall be that entity and/or person to which the letter proposal is addressed. It is understood and agreed that our services under this Proposal are limited to consulting services to the Client and do not include participation in or control over the operation of any aspect of the project. Compensation for this project does not include any amount for participating in or controlling any such operation.

II. COMPENSATION:
The compensation to be paid to Graham Associates, Inc. for providing the requested services is specified in the Proposal with estimated amounts for hourly services, and fixed fee amounts for lump sum services. Unless otherwise stated in this Proposal, both lump sum and hourly fee amounts shall remain in effect for two (2) years after the date which the Proposal is signed; thereafter, fees are subject to change upon notification to the Client by Graham Associates, Inc. Services that are performed on an hourly basis will be billed in accordance with the Proposal. Services that are performed on a lump sum basis reflect a fixed price for the service described, and will be billed based on percentage of completion. Reimbursable expenses shall be charged at actual costs plus an administrative charge of ten percent (10%). Reimbursable expenses include all necessary and related non-labor expenses incurred by Graham Associates, Inc., which are directly chargeable to the work. These generally include expenses for reproduction, deliveries, filing fees and pass through of sub-consultant fees.

III. INVOICE PROCEDURES AND PAYMENT:
Graham Associates, Inc. shall submit invoices to the Client for work accomplished during each calendar month. Graham Associates, Inc. will submit invoices on or about the twenty-fifth (25th) day of the month in which the work was accomplished, and shall be due and payable by the Client upon receipt. The Client hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice for same is mailed to the Client or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney’s fees, and interest as provided in Chapter 2251, Subchapter B, of the Texas Government Code. Graham Associates, Inc. reserves the right to suspend or terminate, at Graham Associates, Inc.’s discretion, all services on the Client’s project without notice if an invoice remains unpaid forty-five (45) days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

IV. SUSPENSION AND TERMINATION OF WORK:
In the event the Client suspends, cancels or terminates Graham Associates, Inc.’s services, Graham Associates, Inc. shall be given seven (7) days prior written notice of such action and shall be compensated for the services and reimbursable expenses up to the date of suspension, termination or cancellation. The Client understands that the suspension of work by Graham Associates, Inc. will cause Graham Associates, Inc. to incur additional costs to suspend and resume work, and the Client agrees to reimburse Graham Associates, Inc. for such additional costs. At any time after a suspension of work at the direction of the Client, the Client shall inform Graham Associates, Inc. of the date when the Client wishes Graham Associates, Inc. to resume work. The Client shall give Graham Associates, Inc. reasonable notice of the proposed date of Graham Associates, Inc.’s resumption of work. Before resuming work, Graham Associates, Inc. shall inform the Client of the additional costs incurred by Graham Associates, Inc. due to the suspension of work. The Client shall agree with Graham Associates, Inc. on these additional costs before Graham Associates, Inc. will resume work. This cost shall be in addition to any other

charges for services. The fee for incomplete portions of the work is subject to renegotiation after a suspension period of one hundred twenty (120) days.

V. INTENTIONALLY DELETED

VI. OWNERSHIP OF DOCUMENTS:
The Client acknowledges that Graham Associates, Inc.'s documents, including electronic files, are instruments of professional service. Until completion of the final documents by Graham Associates, Inc., Client shall not provide or otherwise allow any other person or entity to acquire or obtain unfinished documents prepared by Graham Associates, Inc. without the written authorization of Graham Associates, Inc. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the services or termination of this Agreement, and payment in full of all monies due to Graham Associates, Inc.

VII. RECORD DOCUMENTS:
If professional services are provided related to record documents, Graham Associates, Inc. shall compile and deliver to the Client a reproducible set of record documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Client and the Client's contractors. These record documents will show significant changes made during construction. Because these record documents are based on unverified information provided by other parties, which Graham Associates, Inc. shall assume to be reliable, Graham Associates, Inc. cannot and does not warrant their accuracy.

VIII. OPINIONS OF PROBABLE COST:
The Client hereby acknowledges that Graham Associates, Inc. cannot warrant or guarantee that any cost estimates provided will not vary from actual costs incurred by the Client.

IX. FIDUCIARY RESPONSIBILITY:
The Client confirms that neither Graham Associates, Inc. nor any of the sub-consultants or sub-contractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by Graham Associates, Inc. or any of Graham Associates, Inc.'s sub-consultants or sub-contractors, as a consequence of Graham Associates, Inc.'s providing any services under this Proposal.

X. STANDARD OF CARE:
In providing services under the Proposal, Graham Associates, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Graham Associates, Inc. makes no warranties, expressed or implied, in connection with the services rendered pursuant to this agreement.

XI. LIMIT OF LIABILITY:
Except for payment obligations under the Proposal, Graham Associates and Client do hereby waive any and all claims against each other for any indirect, incidental, special, exemplary, consequential, and punitive damages, howsoever caused, arising out of or related to this Proposal or the breach thereof; in tort, including without limitation negligence and strict liability; under any statute, rule, or regulation; or under any other theory of law.

XII. CONSTRUCTION ADMINISTRATION/CONSTRUCTION MANAGEMENT SERVICES:
If construction administration or construction management services are provided, Graham Associates, Inc. shall not be responsible for or have control over means, methods, techniques, procedures, or for safety precautions and programs in connection with the work; nor shall Graham Associates, Inc. be responsible for the Contractor's

failure to carry out the work in accordance with the Contract documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

XIII. CONSTRUCTION BIDDING/CONTRACTING SERVICES:
If professional services are provided for construction bidding and/or contract preparation, Graham Associates, Inc. shall rely on the Client to furnish a form of owner/contractor agreement. If Client does not have a form of agreement, Graham Associates, Inc. will provide a form, however it shall be the Client's responsibility to fully understand the owner/contractor agreement. Graham Associates, Inc. recommends the Client have legal counsel review the agreement. Graham Associates, Inc. shall not be held responsible for either the Client's or Client's contractors' failure to understand the agreement and related contract documents.

XIV. CONSTRUCTION CONTROL STAKING SERVICES:
If professional services are provided for construction control staking, Graham Associates, Inc. will rely solely on the requests of the Client, Client's construction manager and/or Client's contractors to notify Graham Associates, Inc. when stakes are needed. This staking will be provided by a sub-consultant to Graham Associates, Inc. The Client, Client's construction manager and/or Client's contractors shall give Graham Associates, Inc. a minimum of forty-eight (48) hours notification of all needed staking. Graham Associates, Inc. will provide construction control stakes as outlined in the proposal. The Client, Client's construction manager and/or Client's contractors shall field review the construction control staking, with the plans, prior to construction and shall notify Graham Associates, Inc. of any questions before construction commences. Graham Associates, Inc. shall not be responsible for any construction errors or omissions that result from any contractor on the project using only construction control stakes to build by, and not referring to the construction documents.

XV. ASSIGNMENT:
Neither the Client nor Graham Associates, Inc. will assign or transfer its interest in the Proposal without the written consent of the other.

XVI. CLIENT COOPERATION:
The Client agrees to timely provide all information required by Graham Associates, Inc. to perform its services so as not to delay such performance. The Client further agrees to fully cooperate with Graham Associates, Inc. in the performance of the Proposal.

XVII. PERMITTING AND APPROVALS:
In cases where the scope of services requires Graham Associates, Inc. to submit, on behalf of the Client, a permit application and/or approval by any third party of the Proposal, Graham Associates, Inc. does not make any warranties, guarantees, or representations as to the success of our effort on behalf of the Client. Payment for services rendered by Graham Associates, Inc. is not contingent upon the successful acquisition of these permits or approvals.

XVIII. GRAHAM ASSOCIATES, INC.'S RELIANCE ON CLIENT AND THIRD PARTIES:
The Client agrees that Graham Associates, Inc. will rely on the accuracy and validity of all information provided by the Client, the work of third parties (including but not limited to consultants, contractors and other professionals), and public records. Graham Associates, Inc. is not expected or required by the Client to conduct further inquiry into the accuracy or validity of such information unless specifically stated otherwise in the Proposal. Further, it shall be the Client's responsibility to retain any required third parties for the project unless specifically stated otherwise in the Proposal. Graham Associates, Inc. shall not be responsible for directing third parties who are not contracted with Graham Associates, Inc.

XIX. HAZARDOUS WASTES, MATERIALS, OR SUBSTANCES:
Graham Associates, Inc. shall not be responsible for or have control over the discovery, presence, handling, removal, transport, or disposal of hazardous waste, materials, or substance in any form on the project site.

XX. WAIVER:
Any failure by Graham Associates, Inc. to require strict compliance with any provision of the Proposal or these Terms and Conditions shall not be construed as a waiver of such provision, and Graham Associates, Inc. may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XXI. ENTIRETY OF AGREEMENT:
The Proposal and these Standard Terms and Conditions embody the entire agreement and understanding between the parties thereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter thereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of the Proposal shall be valid unless made in writing, signed by both parties hereto.

XXII. MEDIATION:
If a dispute arises out of or relates to the Proposal, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by the Client concerning or related to the Proposal and all subcontracts executed by Graham Associates, Inc.

XXIII. THIRD PARTY BENEFICIARIES:
The Client and Graham Associates, Inc. agree that there are no intended or otherwise, third-party beneficiaries to this contract.

XXIV. GOVERNING LAW:
This Proposal shall be governed by and construed according to the laws of the State of Texas.

XXV. TEXAS GOVERNMENT CODE VERIFICATIONS:
Graham Associates, Inc. verifies and certifies that it does not and during the duration of this contract will not:

A. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

B. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

C. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;

D. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

E. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

EXHIBIT 'B'

GRAHAM ASSOCIATES, INC.
ESTABLISHED HOURLY RATES 2025

PRINCIPAL	$380.00
SENIOR ENGINEER	$245.00
SENIOR PROJECT MANAGER	$245.00
REGISTERED PUBLIC SURVEYOR	$245.00
SENIOR HYDROLOGIST	$245.00
PROJECT MANAGER	$230.00
SENIOR DESIGN MANAGER	$225.00
ASSISTANT PROJECT MANAGER	$210.00
REGISTERED ENGINEER	$180.00
PROJECT HYDROLOGIST	$175.00
PROJECT ENGINEER IV	$180.00
PROJECT ENGINEER III	$170.00
PROJECT ENGINEER II	$160.00
PROJECT ENGINEER I	$155.00
PROJECT COORDINATOR	$145.00
ENGINEERING TECHNICIAN V	$160.00
ENGINEERING TECHNICIAN IV	$145.00
ENGINEERING TECHNICIAN III	$135.00
ENGINEERING TECHNICIAN II	$120.00
ENGINEERING TECHNICIAN I	$110.00
SURVEY MANAGER	$170.00
3 MAN SURVEY CREW	$210.00*
2 MAN SURVEY CREW	$170.00*
1 MAN SURVEY CREW	$130.00*
CLERICAL/ADMINISTRATIVE	$100.00

*PRIORITY CONSTRUCTION STAKING ("RUSH")
Requests requiring staking with less than 48 hours' notice

<u>Addition to Standard Rates</u>

3 MAN SURVEY CREW	$40/HOUR
2 MAN SURVEY CREW	$30/HOUR

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**Finance**
Subject:	**AWARD OF DEMOLITION CONTRACT**

BACKGROUND

The former City Hall, located at 5024 Broadway Avenue, was built in the 1950's. The building has been modified several times over in past decades to accommodate the City's evolving needs. Despite these renovations, the building remained structurally outdated, inefficient, and non-compliant with modern building codes, including ADA accessibility requirements.

Recognizing the need for a modern, accessible, and functional municipal facility, the City pursued the construction of a new City Hall, which was approved through voter-approved bonds. The new facility was designed to meet current and future operational needs, ensure improved public access, energy efficiency, and compliance with all regulatory standards. The new City Hall officially opened in 2024, allowing City operations to transition to a more effective and welcoming environment for residents and staff.

With the relocation complete, the former City Hall building is now vacant and no longer serves a municipal purpose. Given its deteriorating condition and structural inefficiencies, the City Council approved its demolition on January 13, 2025, with an allocated budget of $200,000 to complete a necessary $45,696 abatement through E-Logic Inc and the demolition per bids listed below.

Sealed bid notifications were published in the newspaper as required by Texas Local Government Code, Section 252.041 and the following four (4) responses were received on Tuesday, February 11, 2025.

Complete Bids Submitted:	
Garrett Demolition Inc	84,364.00
Midwest Wrecking Co of Texas Inc	95,085.00
Incomplete Bids Submitted:	
Rise Up Construction	94,889.00
Veit National	82,000.00

After review, Garrett Demolition Inc. was determined to be the lowest responsive bidder.

FISCAL IMPACT

The demolition project was budgeted under the General Fund, account 01-44322-811-00-000, with an approved allocation of $200,000. The cost for the recommended demolition contract is $84,364, plus the abatement, is well within the allocated budget.

RECOMMENDATION

Staff recommends the City Council award the contract to Garrett Demolition in the amount of $84,364.00. In addition, Staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 24TH day of Februrary 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

____

Dr. An Truong, Mayor

ATTEST:

____

Imelda B. Rodriguez, City Secretary

APPROVED AS TO FORM:

____

Wayne Olson, City Attorney

Agenda No. 7.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**Fire**
Subject:	**Emergency Notification System Update (B. Davis)**

BACKGROUND

FISCAL IMPACT

None.

RECOMMENDATION

Agenda No. 8.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**Parks & Recreation**
Subject:	**Upcoming City Events - (C. Pruitt)**

BACKGROUND

FISCAL IMPACT

None.

RECOMMENDATION

Agenda No. 9.

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**City Secretary**
Subject:	**Consideration and/or action to approve items to be placed on future agendas.**

BACKGROUND

FISCAL IMPACT

None.

RECOMMENDATION

CITY COUNCIL MEMORANDUM

City Council Meeting:	**Monday, February 24, 2025, 6:00 PM**
Department:	**City Secretary**
Subject:	**APPOINTMENT(S)/REAPPOINTMENT(S) 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)
- Fire Service Board: Place 7 - (Vacant).
- Planning and Zoning**:** Place 6 – Keli Stallings (reappoint).

The following appointments/reappointments are due for Mayor:

- Beautification – Place 8 (vacant)
- Civil Service Commission – Place 4 (Vacant), Alternate 2 (Vacant)
- 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: Thomas Holmes, 2024; Tommie Martin, 2024; Amy West, 2024; Ariel Olivencia, 2024; Barbi Clark, 2024; AnaMaria DeYoung, 2024; Sarah Ocampo, 2024.

Reappointment Applications Received:

Andree LeMaster– Beautification Board, Place 1.

CITY COUNCIL MEMORANDUM

City Council Meeting: **Monday, February 24, 2025, 6:00 PM**

Department: **City Secretary**

Subject: **RESIGNATION(S) 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 24, 2025, 6:00 PM**
Department:	**City Secretary**
Subject:	**ATTENDANCE REQUIREMENTS**

BACKGROUND

FISCAL IMPACT

None.

RECOMMENDATION