



## NOTICE OF A PUBLIC MEETING

### AN AGENDA OF A REGULAR MEETING OF THE CITY COUNCIL CITY OF WHITE SETTLEMENT, TEXAS

6:30 P.M. – Tuesday, June 1, 2021

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

The White Settlement City Hall is accessible to persons with disabilities. Specially marked parking spaces are available at both Meadow Park and Hanon Drive. Accessible entry is available at the main entrance which is located on the north side of the building. If additional assistance is needed to observe or comment, please notify the City Secretary at 817-246-4971 x203 at least 24 hours prior to the meeting.

City Council meetings are available for public requests for copies beginning on the Thursday after each meeting.

*As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate".  
Food and drink are not allowed in council chambers.  
Thank You!*

#### CALL TO ORDER

#### INVOCATION / PLEDGE OF ALLEGIANCE

#### CITIZEN PARTICIPATION

*The purpose of this item is to allow citizens an opportunity to address the City Council on items that are not listed on the agenda, as well as any consent agenda, executive session, or workshop items. Any person desiring to make a public comment must first fill out a speaker request form, and be recognized by the presiding officer. Individual citizen comments are limited to three minutes. The City Council has no obligation to respond in any manner to comments or questions from the public. Any response from a member of the City Council to comments on items not listed on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future City Council meeting.*

#### PRESENTATIONS

##### STAFF PRESENTATION

1. City Manager Jeff James will update City Council on current infrastructure and municipal projects.

#### CONSENT AGENDA

*All items on the Consent Agenda are routine or previously discussed items and will be approved with one motion; however, should a member of the City Council wish to discuss any item, said item may be removed from the Consent Agenda and considered under Deliberation Agenda.*

2. Approval of City Council meeting minutes:
  - a. May 4, 2021

3. Acknowledge receipt of Monthly Financial Statements for FY 20-21 as of April 30, 2021.
4. Approval of a proposal for promotional services for the 2021 Splash Dayz Water Park Season to H Two Marketing.

#### **EXECUTIVE SESSION**

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

5. Sec. 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 and the following:
  - a. Commercial Electricity Service Agreement between the City and GEXA Energy, LP, regarding notice of Ancillary Services and Nodal Basis Adjustment (Storm Recovery Amount) due.

#### **RECONVENE IN OPEN SESSION**

Take action, if any, on items discussed in Executive Session.

#### **DELIBERATION AGENDA**

##### PLANNING AND DEVELOPMENT:

6. Hold a Public Hearing and consider a special use permit (SUP) for Sunset Gardens Addition, Block 12 Lot 13C, more commonly known as 109 Russell Street, White Settlement, TX 76108.
7. Hold a Public Hearing, and consider an ordinance to amend section 111-215 "Fences" of the zoning ordinance by amending section 111-215 (J) "fence material".
8. Hold a Public Hearing and consider a re-plat for Lot 29 and 30, Block 7 Meadow Park Addition more commonly known as 8510 Wyatt Drive.
9. Hold a Public Hearing and consider a re-plat for Lot 1 Block 1, Blackwell Estates situated in the W.M Robinson Survey Abstract, more commonly known as 1112 Dell Street, White Settlement, Texas.

##### ADMINISTRATIVE:

10. Discuss and consider fund amounts for General Fund (01) City Council (501) budget line items 20.231 "Council Sponsored Events", 20.232 "Marketing and Promotional", 20.233 "Travel and Training", 20.234 "In Sympathy / Memorials", and 20.237 "Plaques, Awards, Recognition" to be submitted to finance for inclusion in the FY 21-22 proposed budget. This is not for final approval of these line item fund amounts.

11. Discuss and consider payment for Ancillary Services and Nodal Basis Adjustment (Storm Recovery Amount) to GEXA Energy, LP. in the amount of \$74,345.32 to be paid through a monthly surcharge; and making a selection of a payment option.

FINANCIAL:

12. Discuss and consider a Software Service Agreement between the City and OpenGov, to be for a term of five years, to provide for transparency, budgeting, and stories platforms using ARPA funds.
13. Discuss and consider an ordinance amending Ordinance 2020-09-019 to provide for revisions to the City of White Settlement, Texas operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

PUBLIC WORKS:

14. Discuss and Consider awarding the curb and gutter improvements on East Wilbur Street to Reliable Paving.

BOARD APPOINTMENTS:

15. Discuss and consider reappointments to the Economic Development Corporation Board of Directors
  - a. Place 3, currently held by Ann Smith, for a new term to expire June 2023;
  - b. Place 5, currently held by Pat Wirsing, for a new term to expire June 2023; and
  - c. Place 7, currently held by Richard Huff, for a new term to expire June 2023.

**ADJOURNMENT**

Notice posted on the 27th day of May, 2021, on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas by 5:00 p.m.

Amy Arnold, TRMC, CMC  
City Secretary



**PUBLIC MEETING MINUTES**  
**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL**  
**CITY OF WHITE SETTLEMENT, TEXAS**  
7:00 P.M. – Tuesday, May 4, 2021  
City Hall – Council Chambers  
214 Meadow Park Drive, White Settlement, TX 76108

**CALL TO ORDER**

Mayor White called the open meeting to order at 7:00 PM announcing a quorum of council members present as follows:

Council Member Paul Moore,  
Mayor Pro Tem Evelyn Spurlock,  
Council Member Amber Munoz,  
Council Member Christina Grudzinski (arrived at 7:15 pm); and  
Council Member Gregg Geesa.

Executive Staff present included City Manager Jeffrey J. James, City Secretary Amy Arnold, and City Attorney Drew Larkin. Other staff present included Executive Administrative Assistant Ann Elias, Community Services Director Rich Tharp, Finance Director Krystal Crump (Foght), Building Official Robert Nunley, Police Chief J. Bevering, Assistant Police Chief T. Denison, Fire Chief Brandon Logan, City Marshal Randy Rogers, Public Works Director Jeff Ray, City Engineer Brian Darby and Communications Manager Aaron Hall.

**INVOCATION / PLEDGE OF ALLEGIANCE**

Mayor White offered the invocation and led the Pledge of Allegiance

**CITIZEN PARTICIPATION**

Prior to acknowledging speakers, Mayor White made the following statement:

*The purpose of this item is to allow citizens an opportunity to address the City Council on items that are not listed on the agenda, as well as any consent agenda, executive session, or workshop items. Any person desiring to make a public comment must first fill out a speaker request form, and be recognized by the presiding officer. Individual citizen comments are limited to three minutes. The City Council has no obligation to respond in any manner to comments or questions from the public. Any response from a member of the City Council to comments on items not listed on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future City Council meeting.*

Frank Stone, Vice President of the WSYA (White Settlement Youth Association) addressed the City Council in opposition to changing the mobile vendor ordinance to allow for vending on park property, especially during WSYA events. Mr. Stone explained how this would adversely affect fundraising opportunities of the association, further explaining the process for which they bring in vendors in order to earn a percentage of the proceeds and how these proceeds are used to benefit the children.

**PRESENTATIONS**

The following presentations were made. Any PowerPoint or documents presented to council during presentations will be attached hereto. Captain Mark McLean, US Navy, NAS JRB Fort Worth and

Edward Spurlin, Mission Sustainment Officer, NAS JRB Fort Worth presented Joint Land Use Study / Compatible Development information.

Chief Bevering and Assistant Chief Dennison were present to make comments and accept the National Police Week proclamation. Juha "JJ" Jussila was present to make comments and accept the Falun Dafa Day proclamation.

PRESENTATION OF PROCLAMATIONS BY MAYOR WHITE:

- 1) Proclamation observing May 09 -15 2021 as National Police Week.
- 2) Proclamation observing May 13, 2021 as "Falun Dafa Day" in the City of White Settlement.

STAFF PRESENTATIONS

- 3) Presentation of American Rescue Plan Funds overview.
- 4) Joint Land Use Study/Compatible Development presentation by NAS JRB Fort Worth Commanding Officer, Captain Mark McLean, US Navy, and Mission Sustainment Officer Edward Spurlin.

**CONSENT AGENDA**

**Mayor Pro Tem Spurlock made a motion to approve the consent agenda. Council Member Munoz seconded the motion which carried unanimously.** Approval of consent agenda items includes the following:

- 5) Approval of City Council meeting minutes:
  - a. April 6, 2021
  - b. April 10, 2021
- 6) Approval of a resolution to deny the ONCOR Electric Delivery Company LLC application for approval to amend its distribution cost recovery factor to increase distribution rates within the city.
- 7) Acknowledge receipt of Monthly Financial Statements for FY 20-21 as of March 31, 2021.
- 8) Acknowledge receipt of Quarterly Investment Report for period ending March 31, 2021.
- 9) Approval of reappointments to the Library Board as follows:
  - a) Place 1, reappointing Patricia England, with a new term to expire February 2023;
  - b) Place 2, reappointing Pamela Kenney, with a new term to expire February 2023;
  - c) Place 3, reappointing Mary Jackson, with a new term to expire February 2023; and
  - d) Place 4, reappointing Misty Smethers, with a new term to expire February 2023.

**DELIBERATION AGENDA**

ADMINISTRATIVE:

- 10) Discuss and consider changing the time of regular scheduled council meetings from 7:00 pm to 6:30 pm. This item is not to change the date of regular scheduled council meetings.

City Manager Jeff James presented the item noting prior to changing meetings to the first Tuesday of the month council meetings were held at 6:00 pm or at times 6:30 pm. Mr. James explained EDC meetings held on the same night was cause for the time change as well as a request some time ago to have meetings begin at 7 pm to allow citizens the opportunity to attend.

Council Members discussed the item mentioning no noticeable difference in attendance by citizens due to the later time, possible work schedule conflicts, and needs of staff members.

**Council Member Moore made a motion to begin City Council meetings at 6:30 pm from this point forward. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.**

- 11) Receive information related to engineering services for Kimbrough Street and Mirike Drive CIP Improvements. This item is not to take action on these CIP improvements.

City Manager Jeff James and City Engineer Brian Darby of JD Engineering presented the item explaining the design phase of each project to include complete water, sewer, and paving. The gentlemen also discussed historical issues in the area and provided a map of completed, current, and proposed projects.

PUBLIC WORKS:

- 12) Discuss and consider JD Engineering Amendment for Professional Services, Kimbrough and Mirike CIP, to include Gibbs Drive from Meadow Park Drive to Las Vegas Trail.

City Manager Jeff James presented the item explaining issues being mindful of concerns and needs of the area. Mr. James noted water line concerns including the age of the current line at Gibbs (50+ years) and provided a brief summary of recent repairs to Gibbs which yielded unsatisfactory results with remaining need to address and fix. City Manager Jeff James explained the project will be financed through a combination of ARFA and CO's, explaining the ARFA funds are not a loan and the city will gain an asset with the improvements made.

City Engineer Brian Darby discussed the identified needs including the history of maintenance and complaints in the area. Mr. Darby mentioned including Gibbs in the projects would complete improvements to the area which will be water, sewer, and full streets to include sidewalks.

Council Members discussed the failed repair attempt at Gibbs, prioritizing projects, and supporting the current and proposed projects at Gibbs.

**Council Member Moore made a motion to approve agreements for professional services to include Gibbs Drive CIP Improvements at a cost not to exceed \$288,410.00 and Gibbs Drive (Las Vegas to Mirike) CIP Improvements at a cost not to exceed \$243,368.00. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.**

FINANCIAL:

- 13) Discuss and consider an ordinance amending Ordinance 2020-09-019 to provide for revisions to the City of White Settlement, Texas operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

Finance Director Krystal Crump (Foght) presented the item explaining necessity for the proposed amendments. These include: hiring of a new court clerk and code officer as well as a land purchase.

**Council Member Munoz made a motion to approve the ordinance. Council Member Grudzinski seconded the motion which carried unanimously.**

- 14) Discuss and consider a resolution requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

Finance Director Krystal Crump (Foght) presented the item explaining the request will allow for the city to receive up to \$700,000 in funding, will allow for the city to hire a third party to identify water loss locations in town with the assistance of Freese and Nichols, and receive the benefits of TWDB AAA rating reducing interest costs on the loan.

**Council Member Geesa made a motion to approve the resolution requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith. Council Member Moore seconded the motion which carried unanimously.**

- 15) Discuss and consider approving an ordinance authorizing the issuance and sale of City of White Settlement, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021; levying an annual Ad Valorem Tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Finance Director Krystal Crump (Foght) presented the item explaining the Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021 and required language related to the ordinance adoption. Mrs. Crump (Foght) explained the projects related to the item include Tacoma and Colton water line replacement, Clyde Street drainage, and Mirike and Kimbrough projects and noted the Notice of Intent has previously been approved for these items.

Representative from Hilltop, Adam LanCarte, explained three bids received (FHN Capital 1.72%, RW Baird 1.88%, Raymond James 1.93%), provided bond and repayment information, noted a June 2<sup>nd</sup> delivery date, and recommended award to FHN Capital at 1.72%.

**Council Member Munoz made a motion to approve the ordinance authorizing the issuance and sale of City of White Settlement, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021; Levying an annual Ad Velorem Tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date, and enacting other provisions relating to the subject. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.**

#### COMMUNITY SERVICES:

- 16) Receive information and discuss options for amending/changing current ordinances regulating vendors on public property (ordinances 883.87 and 874.87). This is a discussion item only and any future action amending the regulations will be made by ordinance at a future council meeting.

Community Services Director Rich Tharp presented the item explaining current concerns of vendors on public property specifically park property and provided a list of possible solutions. Mr. Tharp mentioned the current ordinance was drafted in 1987 without amendments since. Mr. Tharp explained staff would like to review the program and update the ordinance.

Council members discussed other city food vendor programs and options to incorporate like programs in White Settlement.

City Secretary Amy Arnold explained the confusion associated with the current vendor applications and restrictions and confirmed agreement with Mr. Tharp as to reviewing and updating the current ordinance.

No action was taken on this item. It is the consensus of members that staff review various options mentioned and bring back to council at a later date.

17) Discuss and Consider Adoption of the Proposed 2021 White Settlement Public Library Strategic Master Plan.

Community Services Director Rich Tharp presented the item explaining information contained in the plan. Mr. Tharp mentioned the library opened April 16<sup>th</sup>, being closed on Wednesdays.

**Mayor Pro Tem Spurlock made a motion to approve adoption of the 2021 White Settlement Public Library Strategic Master Plan. Council Members Munoz and Grudzinski seconded the motion which carried unanimously.**

#### **EXECUTIVE SESSION**

Mayor White announced the City Council would convene in Executive Session at 9:00 pm after first reading the following:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

18) Sec. 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, and the following:

a) Proposed multi-family development at Silver Creek Road and Bomber Road

19) Sec. 551.072 Deliberation Regarding Real Property. The City Council may deliberate the purchase, exchange, lease, or value of real property, including consideration of offers made on such properties, including

a) Lot 5, Block 3 Woolsey Addition, more commonly known as 216 Pemberton Drive.

#### **RECONVENE IN OPEN SESSION**

Take action, if any, on items discussed in Executive Session

Mayor White announced City Council reconvened from Executive Session at 9:45 pm to take any action on items discussed.

**Council Member Geesa made a motion to reject the sale of 216 Pemberton. Council Member Munoz seconded the motion which carried unanimously.**

#### **ADJOURNMENT**

With there being no further discussion, Mayor White adjourned the meeting at 9:48 PM.

Approved this 1<sup>st</sup> day of June, 2021.

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Ronald A. White, Mayor

ATTEST:

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Amy Arnold, City Secretary

|                             |               |                          |              |             |                             |        |              |
|-----------------------------|---------------|--------------------------|--------------|-------------|-----------------------------|--------|--------------|
|                             |               | CITY OF WHITE SETTLEMENT |              |             |                             |        |              |
|                             |               | MONTHLY FINANCIALS       |              |             |                             |        |              |
|                             |               | AS OF APRIL 30, 2021     |              |             |                             |        |              |
|                             |               |                          |              |             |                             |        |              |
| 01 -GENERAL FUND            |               |                          |              |             |                             |        |              |
| FINANCIAL SUMMARY           |               |                          |              |             | % OF YEAR COMPLETED : 58.33 |        |              |
|                             |               |                          |              |             |                             |        |              |
|                             | CURRENT       | CURRENT                  | YEAR TO DATE | TOTAL       | BUDGET                      | % YTD  | PRIOR YEAR   |
|                             | BUDGET        | PERIOD                   | ACTUAL       | ENCUMBERED  | BALANCE                     | BUDGET | YTD BALANCE  |
|                             |               |                          |              |             |                             |        |              |
| REVENUE SUMMARY             |               |                          |              |             |                             |        |              |
|                             |               |                          |              |             |                             |        |              |
| PROPERTY TAXES              | 6,183,062.00  | 58,579.55                | 6,116,948.17 | -           | 66,114.11                   | 98.93  | 5,638,355.04 |
| SALES AND USE TAXES         | 2,003,400.00  | 141,430.49               | 896,543.29   | (34,000.00) | 1,140,856.71                | 43.05  | 874,094.19   |
| FRANCHISE FEES              | 925,000.00    | 68,952.11                | 447,826.23   | 30,000.00   | 447,173.77                  | 51.66  | 473,384.46   |
| FINES & FORFEITURES         | 237,050.00    | 29,614.73                | 163,370.61   | -           | 73,679.43                   | 68.92  | 199,086.64   |
| LICENSES & PERMITS          | 251,295.00    | 41,777.14                | 183,805.32   | -           | 67,489.96                   | 73.14  | 163,358.39   |
| CHARGES FOR SERVICES        | 195,074.00    | 25,082.22                | 121,069.94   | -           | 74,004.14                   | 62.06  | 90,002.57    |
| INTEREST INCOME             | 130,000.00    | 11,753.52                | 83,919.73    | -           | 46,080.35                   | 64.55  | 154,628.86   |
| OTHER REVENUE               | 367,485.00    | 21,142.52                | 383,883.60   | 60.00       | (16,458.48)                 | 104.48 | 132,646.78   |
| TRANSFERS                   | 1,372,716.00  | 113,316.84               | 805,385.22   | -           | 567,330.66                  | 58.67  | 898,381.02   |
|                             |               |                          |              |             |                             |        |              |
| TOTAL REVENUES              | 11,665,083.00 | 511,649.12               | 9,202,752.11 | (3,940.00)  | 2,466,270.65                | 78.86  | 8,623,937.95 |
| EXPENDITURE SUMMARY         |               |                          |              |             |                             |        |              |
|                             |               |                          |              |             |                             |        |              |
|                             |               |                          |              |             |                             |        |              |
| CITY COUNCIL                |               |                          |              |             |                             |        |              |
| PERSONNEL                   | 7,927.00      | -                        | 31.36        | -           | 7,895.34                    | 0.40   | 415.46       |
| MATERIALS & SUPPLIES        | 856.00        | 7.97                     | 164.30       | -           | 691.70                      | 19.19  | 1,898.69     |
| CONTRACTUAL SERVICES        | 292,786.00    | 11,489.66                | 101,986.00   | 184,697.71  | 6,101.83                    | 97.92  | 164,050.37   |
| TOTAL CITY COUNCIL          | 301,568.00    | 11,497.63                | 102,181.66   | 184,697.71  | 14,688.87                   | 95.13  | 166,364.52   |
|                             |               |                          |              |             |                             |        |              |
| CITY MANAGER'S OFFICE       |               |                          |              |             |                             |        |              |
| PERSONNEL                   | 229,007.00    | 25,039.37                | 128,516.66   | -           | 100,490.40                  | 56.12  | 202,792.04   |
| MATERIALS & SUPPLIES        | 1,350.00      | -                        | 229.02       | -           | 1,120.98                    | 16.96  | 205.23       |
| CONTRACTUAL SERVICES        | 11,600.00     | 84.56                    | 2,574.41     | -           | 9,025.59                    | 22.19  | 8,621.30     |
| RESERVES                    | 222,549.00    | -                        | -            | -           | 222,548.78                  | -      | -            |
| TOTAL CITY MANAGER'S OFFICE | 464,506.00    | 25,123.93                | 131,320.09   | -           | 333,185.75                  | 28.27  | 211,618.57   |

|                       |            |           |            |           |            |        |            |
|-----------------------|------------|-----------|------------|-----------|------------|--------|------------|
| CITY SECRETARY        |            |           |            |           |            |        |            |
| PERSONNEL             | 111,604.00 | 11,981.37 | 60,938.92  | -         | 50,665.30  | 54.60  | 63,792.43  |
| MATERIALS & SUPPLIES  | 786.00     | -         | 49.79      | -         | 736.21     | 6.33   | 340.48     |
| CONTRACTUAL SERVICES  | 45,712.00  | 379.90    | 19,155.35  | 1,583.00  | 24,973.65  | 45.37  | 8,903.71   |
| TOTAL CITY SECRETARY  | 158,102.00 | 12,361.27 | 80,144.06  | 1,583.00  | 76,375.16  | 51.69  | 73,036.62  |
|                       |            |           |            |           |            |        |            |
| HUMAN RESOURCES       |            |           |            |           |            |        |            |
| PERSONNEL             | 92,128.00  | 10,283.95 | 54,150.36  | -         | 37,977.99  | 58.78  | 52,843.73  |
| MATERIALS & SUPPLIES  | 2,400.00   | 59.50     | 725.50     | -         | 1,674.50   | 30.23  | 460.66     |
| CONTRACTUAL SERVICES  | 78,196.00  | 4,382.89  | 30,708.41  | 26,950.00 | 20,537.59  | 73.74  | 38,392.05  |
| TOTAL HUMAN RESOURCES | 172,724.00 | 14,726.34 | 85,584.27  | 26,950.00 | 60,190.08  | 65.15  | 91,696.44  |
|                       |            |           |            |           |            |        |            |
| MIS                   |            |           |            |           |            |        |            |
| PERSONNEL             | 172,557.00 | 16,178.54 | 86,153.53  | -         | 86,403.63  | 49.93  | 85,076.30  |
| MATERIALS & SUPPLIES  | 1,100.00   | 254.53    | 411.80     | -         | 688.20     | 37.44  | 298.26     |
| CONTRACTUAL SERVICES  | 127,318.00 | 11,307.67 | 55,104.27  | 14,162.75 | 58,050.98  | 54.40  | 31,184.27  |
| CAPITAL OUTLAY        | 16,451.00  | 16,450.74 | 16,450.74  | -         | -          | 100.00 | -          |
| TOTAL MIS             | 317,426.00 | 44,191.48 | 158,120.34 | 14,162.75 | 145,142.81 | 54.28  | 116,558.83 |
|                       |            |           |            |           |            |        |            |
| CITY MARSHAL          |            |           |            |           |            |        |            |
| PERSONNEL             | 133,944.00 | 8,625.42  | 62,588.74  | -         | 71,355.27  | 46.73  | 68,049.01  |
| MATERIALS & SUPPLIES  | 12,190.00  | 994.69    | 2,789.06   | 1,440.00  | 7,960.92   | 34.69  | 2,756.70   |
| CONTRACTUAL SERVICES  | 33,162.00  | 1,594.48  | 20,722.20  | 2,493.84  | 9,945.89   | 70.01  | 39,712.69  |
| TOTAL CITY MARSHAL    | 179,296.00 | 11,214.59 | 86,100.00  | 3,933.84  | 89,262.08  | 50.22  | 110,518.40 |
|                       |            |           |            |           |            |        |            |
| FINANCE               |            |           |            |           |            |        |            |
| PERSONNEL             | 453,339.00 | 49,666.67 | 249,616.89 | -         | 203,721.78 | 55.06  | 234,466.25 |
| MATERIALS & SUPPLIES  | 6,293.00   | 821.55    | 2,595.92   | -         | 3,696.70   | 41.25  | 3,167.23   |
| CONTRACTUAL SERVICES  | 29,206.00  | (269.02)  | 13,324.74  | 7,941.15  | 7,940.49   | 72.81  | 19,065.71  |
| TOTAL FINANCE         | 488,838.00 | 50,219.20 | 265,537.55 | 7,941.15  | 215,358.97 | 55.94  | 256,699.19 |
|                       |            |           |            |           |            |        |            |
| MUNICIPAL COURT       |            |           |            |           |            |        |            |
| PERSONNEL             | 99,541.00  | 8,955.76  | 43,598.30  | -         | 55,943.12  | 43.80  | 43,074.46  |
| MATERIALS & SUPPLIES  | 7,384.00   | 535.94    | 3,739.71   | -         | 3,644.33   | 50.65  | 1,613.96   |
| CONTRACTUAL SERVICES  | 67,569.00  | 8,570.30  | 36,793.89  | 24,611.27 | 6,163.84   | 90.88  | 35,020.24  |
| TOTAL MUNICIPAL COURT | 174,494.00 | 18,062.00 | 84,131.90  | 24,611.27 | 65,751.29  | 62.32  | 79,708.66  |
|                       |            |           |            |           |            |        |            |
| PURCHASING            |            |           |            |           |            |        |            |
| PERSONNEL             | 63,297.00  | 6,781.61  | 40,267.72  | -         | 23,029.17  | 63.62  | 39,643.04  |
| MATERIALS & SUPPLIES  | 600.00     | -         | 35.63      | -         | 564.37     | 5.94   | 91.47      |
| CONTRACTUAL SERVICES  | 6,916.00   | 2,160.07  | 4,348.90   | -         | 2,567.10   | 62.88  | 4,753.54   |
| TOTAL PURCHASING      | 70,813.00  | 8,941.68  | 44,652.25  | -         | 26,160.64  | 63.06  | 44,488.05  |

|                              |              |            |              |           |              |       |              |
|------------------------------|--------------|------------|--------------|-----------|--------------|-------|--------------|
| MEDIA                        |              |            |              |           |              |       |              |
| PERSONNEL                    | 62,366.00    | 6,817.66   | 35,041.08    | -         | 27,325.22    | 56.19 | 33,475.05    |
| MATERIALS & SUPPLIES         | 2,100.00     | -          | -            | -         | 2,100.00     | -     | 258.98       |
| CONTRACTUAL SERVICES         | 66,671.00    | 8,630.50   | 42,170.37    | 18,000.00 | 6,500.63     | 90.25 | 16,755.91    |
| TOTAL MEDIA                  | 131,137.00   | 15,448.16  | 77,211.45    | 18,000.00 | 35,925.85    | 72.60 | 50,489.94    |
| CODE COMPLIANCE              |              |            |              |           |              |       |              |
| PERSONNEL                    | 27,550.00    | 3,687.20   | 3,809.23     | -         | 23,740.77    | 13.83 | 46,595.90    |
| MATERIALS & SUPPLIES         | 3,885.00     | 242.00     | 1,122.71     | 11.00     | 2,751.29     | 29.18 | 2,718.87     |
| CONTRACTUAL SERVICES         | 53,468.00    | 2,262.89   | 7,222.56     | 97.14     | 46,148.13    | 13.69 | 16,695.67    |
| TOTAL CODE COMPLIANCE        | 84,903.00    | 6,192.09   | 12,154.50    | 108.14    | 72,640.19    | 14.44 | 66,010.44    |
| MUNICIPAL FACILITIES         |              |            |              |           |              |       |              |
| PERSONNEL                    | 60,990.00    | 6,499.37   | 34,303.84    | -         | 26,686.48    | 56.24 | 35,955.24    |
| MATERIALS & SUPPLIES         | 5,575.00     | 469.68     | 2,188.48     | 357.04    | 3,029.40     | 45.66 | 2,853.63     |
| CONTRACTUAL SERVICES         | 24,335.00    | 1,460.28   | 16,615.45    | 97.14     | 7,622.37     | 68.68 | 20,699.25    |
| CAPITAL OUTLAY               | -            | -          | -            | -         | -            | -     | 1,161.07     |
| TOTAL MUNICIPAL FACILITIES   | 90,900.00    | 8,429.33   | 53,107.77    | 454.18    | 37,338.25    | 58.92 | 60,669.19    |
| STREETS                      |              |            |              |           |              |       |              |
| PERSONNEL                    | 328,859.00   | 16,778.54  | 95,057.72    | -         | 233,801.64   | 28.91 | 126,411.24   |
| MATERIALS & SUPPLIES         | 107,163.00   | 3,498.77   | 68,739.48    | 4,494.00  | 33,929.52    | 68.34 | 27,665.48    |
| CONTRACTUAL SERVICES         | 175,850.00   | 9,946.07   | 90,065.70    | 48,353.56 | 37,430.64    | 78.71 | 79,249.75    |
| TOTAL STREETS                | 611,872.00   | 30,223.38  | 253,862.90   | 52,847.56 | 305,161.80   | 50.13 | 233,326.47   |
| PLANNING & DEVELOPMENT       |              |            |              |           |              |       |              |
| PERSONNEL                    | 185,466.00   | 19,085.38  | 106,108.11   | -         | 79,357.77    | 57.21 | 106,832.49   |
| MATERIALS & SUPPLIES         | 5,496.00     | 41.21      | 1,319.25     | 563.18    | 3,613.53     | 34.25 | 1,242.77     |
| CONTRACTUAL SERVICES         | 80,260.00    | 2,741.26   | 49,575.89    | 18,141.80 | 12,541.95    | 84.37 | 62,483.64    |
| TOTAL PLANNING & DEVELOPMENT | 271,221.00   | 21,867.85  | 157,003.25   | 18,704.98 | 95,513.25    | 64.78 | 170,558.90   |
| POLICE ADMINISTRATION        |              |            |              |           |              |       |              |
| PERSONNEL                    | 775,275.00   | 70,133.24  | 373,145.50   | -         | 402,129.49   | 48.13 | 360,855.72   |
| MATERIALS & SUPPLIES         | 97,795.00    | 5,537.91   | 43,298.72    | 20,880.00 | 33,616.30    | 65.63 | 27,938.60    |
| CONTRACTUAL SERVICES         | 203,649.00   | 6,792.85   | 113,400.15   | 34,295.50 | 55,953.02    | 72.52 | 112,339.09   |
| TOTAL POLICE ADMINISTRATION  | 1,076,719.00 | 82,464.00  | 529,844.37   | 55,175.50 | 491,698.81   | 54.33 | 501,133.41   |
| POLICE PATROL                |              |            |              |           |              |       |              |
| PERSONNEL                    | 3,098,990.00 | 353,789.73 | 1,666,819.94 | -         | 1,432,169.57 | 53.79 | 2,102,433.56 |
| TOTAL POLICE PATROL          | 3,098,990.00 | 353,789.73 | 1,666,819.94 | -         | 1,432,169.57 | 53.79 | 2,102,433.56 |

|                         |              |            |            |           |            |        |              |
|-------------------------|--------------|------------|------------|-----------|------------|--------|--------------|
| ANIMAL CONTROL          |              |            |            |           |            |        |              |
| PERSONNEL               | 124,350.00   | 12,635.48  | 67,062.41  | -         | 57,288.03  | 53.93  | 62,052.81    |
| MATERIALS & SUPPLIES    | 17,392.00    | 2,265.85   | 6,980.18   | 306.73    | 10,105.09  | 41.90  | 9,404.71     |
| CONTRACTUAL SERVICES    | 49,380.00    | 3,058.88   | 21,809.30  | 9,100.28  | 18,470.90  | 62.59  | 48,670.92    |
| TOTAL ANIMAL CONTROL    | 191,123.00   | 17,960.21  | 95,851.89  | 9,407.01  | 85,864.02  | 55.07  | 120,128.44   |
| FIRE DEPT               |              |            |            |           |            |        |              |
| PERSONNEL               | 1,440,115.00 | 173,828.72 | 824,642.12 | -         | 615,472.94 | 57.26  | 840,097.73   |
| MATERIALS & SUPPLIES    | 113,799.00   | 6,522.95   | 47,222.25  | 5,939.99  | 60,637.06  | 46.72  | 23,685.15    |
| CONTRACTUAL SERVICES    | 190,164.00   | 5,622.62   | 114,845.16 | 7,609.60  | 67,709.49  | 64.39  | 125,383.91   |
| CAPITAL OUTLAY          | -            | -          | -          | -         | -          | -      | 36,839.00    |
| TOTAL FIRE DEPT         | 1,744,079.00 | 185,974.29 | 986,709.53 | 13,549.59 | 743,819.49 | 57.35  | 1,026,005.79 |
| LIBRARY                 |              |            |            |           |            |        |              |
| PERSONNEL               | 156,773.00   | 17,251.64  | 88,867.79  | -         | 67,905.15  | 56.69  | 177,108.59   |
| MATERIALS & SUPPLIES    | 13,020.00    | 617.87     | 4,383.91   | 91.85     | 8,544.24   | 34.38  | 17,046.65    |
| CONTRACTUAL SERVICES    | 57,138.00    | 3,174.92   | 37,753.61  | 11,216.75 | 8,167.54   | 85.71  | 42,851.78    |
| CAPITAL OUTLAY          | -            | -          | 4,715.00   | -         | (4,715.00) | -      | -            |
| TOTAL LIBRARY           | 226,931.00   | 21,044.43  | 135,720.31 | 11,308.60 | 79,901.93  | 64.79  | 237,007.02   |
| SENIOR SERVICES         |              |            |            |           |            |        |              |
| PERSONNEL               | 109,488.00   | 10,846.68  | 52,190.46  | -         | 57,297.53  | 47.67  | 84,384.38    |
| MATERIALS & SUPPLIES    | 5,645.00     | 187.23     | 453.20     | 1,764.47  | 3,427.41   | 39.29  | 2,234.26     |
| CONTRACTUAL SERVICES    | 43,087.00    | 2,019.93   | 16,372.01  | 14,740.53 | 11,974.46  | 72.21  | 29,501.37    |
| CAPITAL OUTLAY          | 14,057.00    | -          | 14,057.00  | -         | -          | 100.00 | -            |
| TOTAL SENIOR SERVICES   | 172,277.00   | 13,053.84  | 83,072.67  | 16,505.00 | 72,699.40  | 57.80  | 116,120.01   |
| RECREATION              |              |            |            |           |            |        |              |
| PERSONNEL               | 97,654.00    | 13,358.84  | 55,392.45  | -         | 42,262.02  | 56.72  | 101,577.95   |
| MATERIALS & SUPPLIES    | 6,075.00     | 66.91      | 2,532.61   | -         | 3,542.39   | 41.69  | 15,347.92    |
| CONTRACTUAL SERVICES    | 48,432.00    | 2,526.78   | 26,296.74  | 10,697.00 | 11,438.17  | 76.38  | 31,987.10    |
| CAPITAL OUTLAY          | 4,600.00     | -          | -          | 4,550.00  | 50.00      | 98.91  | 110,938.03   |
| TOTAL RECREATION        | 156,761.00   | 15,952.53  | 84,221.80  | 15,247.00 | 57,292.58  | 63.45  | 259,851.00   |
| PARKS MAINTENANCE       |              |            |            |           |            |        |              |
| PERSONNEL               | 296,644.00   | 21,269.23  | 143,067.12 | -         | 153,577.12 | 48.23  | 163,330.85   |
| MATERIALS & SUPPLIES    | 55,679.00    | 4,924.00   | 39,851.10  | 9,297.16  | 6,530.74   | 88.27  | 40,208.65    |
| CONTRACTUAL SERVICES    | 248,962.00   | 23,566.74  | 141,177.28 | 89,581.28 | 18,203.49  | 92.69  | 160,615.18   |
| CAPITAL OUTLAY          | 10,000.00    | -          | 10,000.00  | -         | -          | 100.00 | -            |
| TOTAL PARKS MAINTENANCE | 611,285.00   | 49,759.97  | 334,095.50 | 98,878.44 | 178,311.35 | 70.83  | 364,154.68   |

|                                   |               |              |              |              |                         |            |               |
|-----------------------------------|---------------|--------------|--------------|--------------|-------------------------|------------|---------------|
| NON-DEPARTMENTAL                  |               |              |              |              |                         |            |               |
| MATERIALS & SUPPLIES              | 10,441.00     | 1,794.61     | 6,385.05     | 1,557.98     | 2,498.01                | 76.08      | 6,390.59      |
| CONTRACTUAL SERVICES              | 236,157.00    | 4,890.36     | 128,632.63   | 50,072.96    | 57,451.36               | 75.67      | 152,429.34    |
| CAPITAL OUTLAY                    | 308,939.00    | -            | 308,939.08   | -            | (0.08)                  | 100.00     | -             |
| TRANSFERS                         | 373,971.00    | 59,627.04    | 59,627.04    | -            | 314,343.96              | 15.94      | -             |
| TOTAL NON-DEPARTMENTAL            | 929,508.00    | 66,312.01    | 503,583.80   | 51,630.94    | 374,293.25              | 59.73      | 158,819.93    |
| TOTAL EXPENDITURES                | 11,725,474.00 | 1,084,809.94 | 6,011,031.80 | 625,696.66   | 5,088,745.39            | 56.60      | 6,617,398.06  |
| REVENUE OVER/(UNDER) EXPENDITURES | (60,391.00)   | (573,160.82) | 3,191,720.31 | (629,636.66) | (2,622,474.74)          | (4,242.49) | 2,006,539.89  |
|                                   |               |              |              |              |                         |            |               |
|                                   |               |              |              |              |                         |            |               |
|                                   |               |              |              |              | FUND BALANCE AVAILABLE: |            | 16,580,928.22 |
|                                   |               |              |              |              |                         |            |               |

|                          |              |            |              |            |                     |         |              |
|--------------------------|--------------|------------|--------------|------------|---------------------|---------|--------------|
| 02 - WATER & SEWER FUND  |              |            |              |            |                     |         |              |
| FINANCIAL SUMMARY        |              |            |              |            | % OF YEAR COMPLETED | : 58.33 |              |
|                          | CURRENT      | CURRENT    | YEAR TO DATE | TOTAL      | BUDGET              | % YTD   | PRIOR YEAR   |
|                          | BUDGET       | PERIOD     | ACTUAL       | ENCUMBERED | BALANCE             | BUDGET  | YTD BALANCE  |
|                          |              |            |              |            |                     |         |              |
| REVENUE SUMMARY          |              |            |              |            |                     |         |              |
|                          |              |            |              |            |                     |         |              |
| WATER & SEWER REVENUES   | 9,519,399.00 | 763,648.28 | 5,340,308.36 | 150.00     | 4,178,940.52        | 56.10   | 5,147,807.84 |
| INTEREST INCOME          | 100,000.00   | 11,026.97  | 86,627.72    | -          | 13,372.24           | 86.63   | 156,717.98   |
| OTHER REVENUE            | 5,000.00     | 185.11     | 15,094.68    | (30.00)    | (10,064.76)         | 301.30  | 604,547.23   |
| TRANSFERS                | -            | -          | -            | -          | -                   | -       | 101,015.00   |
| TOTAL REVENUES           | 9,624,399.00 | 774,860.36 | 5,442,030.76 | 120.00     | 4,182,248.00        | 56.55   | 6,010,088.05 |
| EXPENDITURE SUMMARY      |              |            |              |            |                     |         |              |
|                          |              |            |              |            |                     |         |              |
| UTILITY BILLING          |              |            |              |            |                     |         |              |
| PERSONNEL                | 188,059.00   | 20,250.95  | 105,188.17   | -          | 82,870.65           | 55.93   | 133,667.09   |
| MATERIALS & SUPPLIES     | 37,600.00    | 1,240.41   | 20,578.76    | 15,112.45  | 1,908.79            | 94.92   | 17,530.72    |
| CONTRACTUAL SERVICES     | 190,114.00   | 39,305.31  | 106,969.06   | 80,975.38  | 2,169.77            | 98.86   | 74,906.96    |
| CAPITAL OUTLAY           | 185,571.00   | -          | 185,493.89   | -          | 77.51               | 99.96   | -            |
| TOTAL UTILITY BILLING    | 601,344.00   | 60,796.67  | 418,229.88   | 96,087.83  | 87,026.72           | 85.53   | 226,104.77   |
| METER TECHNICIAN         |              |            |              |            |                     |         |              |
| PERSONNEL                | 226,527.00   | 31,877.74  | 139,777.74   | -          | 86,749.72           | 61.70   | 100,523.45   |
| MATERIALS & SUPPLIES     | 575,030.00   | 95,579.31  | 212,737.97   | 2,640.00   | 359,652.03          | 37.46   | 272,607.45   |
| CONTRACTUAL SERVICES     | 22,244.00    | 2,639.44   | 14,566.27    | 388.56     | 7,289.17            | 67.23   | 17,672.57    |
| CAPITAL OUTLAY           | -            | 11,913.25  | 11,913.25    | 15,693.24  | (27,606.49)         | -       | -            |
| TOTAL METER TECHNICIAN   | 823,801.00   | 142,009.74 | 378,995.23   | 18,721.80  | 426,084.43          | 48.28   | 390,803.47   |
| WATER DISTRIBUTION       |              |            |              |            |                     |         |              |
| PERSONNEL                | 388,535.00   | 35,256.19  | 216,236.25   | -          | 172,299.21          | 55.65   | 175,166.06   |
| MATERIALS & SUPPLIES     | 108,463.00   | 5,334.59   | 48,702.95    | 5,565.00   | 54,195.31           | 50.03   | 36,023.32    |
| CONTRACTUAL SERVICES     | 2,024,157.00 | 113,460.56 | 889,073.85   | 972,843.96 | 162,238.84          | 91.98   | 861,523.69   |
| CAPITAL OUTLAY           | 180,298.00   | 14,818.50  | 141,653.60   | 18,521.50  | 20,122.55           | 88.84   | 159,215.12   |
| TOTAL WATER DISTRIBUTION | 2,701,453.00 | 168,869.84 | 1,295,666.65 | 996,930.46 | 408,855.91          | 84.87   | 1,231,928.19 |

|                                   |              |            |              |                |                         |          |               |
|-----------------------------------|--------------|------------|--------------|----------------|-------------------------|----------|---------------|
| WASTEWATER COLLECTION             |              |            |              |                |                         |          |               |
| PERSONNEL                         | 246,705.00   | 14,847.05  | 116,928.77   | -              | 129,775.75              | 47.40    | 141,930.82    |
| MATERIALS & SUPPLIES              | 67,508.00    | 2,212.86   | 30,971.43    | 2,474.98       | 34,061.63               | 49.54    | 33,091.18     |
| CONTRACTUAL SERVICES              | 2,021,963.00 | 129,642.58 | 518,591.86   | 1,182,955.50   | 320,415.55              | 84.15    | 929,908.16    |
| CAPITAL OUTLAY                    | 275,000.00   | 70,864.20  | 197,220.70   | 45,302.80      | 32,476.50               | 88.19    | 48,168.75     |
| TOTAL WASTEWATER COLLECTION       | 2,611,175.00 | 217,566.69 | 863,712.76   | 1,230,733.28   | 516,729.43              | 80.21    | 1,153,098.91  |
| SANITATION                        |              |            |              |                |                         |          |               |
| CONTRACTUAL SERVICES              | 766,000.00   | 62,669.25  | 376,397.14   | 378,000.00     | 11,602.86               | 98.49    | 382,267.72    |
| TOTAL SANITATION                  | 766,000.00   | 62,669.25  | 376,397.14   | 378,000.00     | 11,602.86               | 98.49    | 382,267.72    |
| WATER & SEWER DEBT SVC            |              |            |              |                |                         |          |               |
| CONTRACTUAL SERVICES              | 5,000.00     | 240.00     | 2,523.65     | -              | 2,476.35                | 50.47    | 2,902.75      |
| DEBT SERVICE                      | 700,375.00   | -          | 49,537.50    | -              | 650,837.50              | 7.07     | 54,393.75     |
| TOTAL WATER & SEWER DEBT SVC      | 705,375.00   | 240.00     | 52,061.15    | -              | 653,313.85              | 7.38     | 57,296.50     |
| NON-DEPARTMENTAL                  |              |            |              |                |                         |          |               |
| PERSONNEL                         | 380,313.00   | 38,096.74  | 231,109.66   | -              | 149,203.76              | 60.77    | 203,688.78    |
| MATERIALS & SUPPLIES              | 125,116.00   | 10,192.10  | 47,750.93    | 12,263.16      | 65,102.36               | 47.97    | 47,430.90     |
| CONTRACTUAL SERVICES              | 624,766.00   | 48,840.76  | 364,521.17   | 43,819.87      | 216,425.21              | 65.36    | 431,194.80    |
| CAPITAL OUTLAY                    | 68,012.00    | -          | 58,011.86    | -              | 10,000.00               | 85.30    | -             |
| TRANSFERS                         | 217,042.00   | -          | 217,042.00   | -              | -                       | 100.00   | -             |
| TOTAL NON-DEPARTMENTAL            | 1,415,250.00 | 97,129.60  | 918,435.62   | 56,083.03      | 440,731.33              | 68.86    | 682,314.48    |
| TOTAL EXPENDITURES                | 9,624,399.00 | 749,281.79 | 4,303,498.43 | 2,776,556.40   | 2,544,344.53            | 73.56    | 4,123,814.04  |
| REVENUE OVER/(UNDER) EXPENDITURES | (1.00)       | 25,578.57  | 1,138,532.33 | (2,776,436.40) | 1,637,903.47            | 4,011.67 | 1,886,274.01  |
|                                   |              |            |              |                |                         |          |               |
|                                   |              |            |              |                |                         |          |               |
|                                   |              |            |              |                | FUND BALANCE AVAILABLE: |          | 15,184,770.61 |
|                                   |              |            |              |                |                         |          |               |

|                         |              |           |              |            |                     |         |              |
|-------------------------|--------------|-----------|--------------|------------|---------------------|---------|--------------|
| 07 -SPLASH DAYZ         |              |           |              |            |                     |         |              |
| FINANCIAL SUMMARY       |              |           |              |            | % OF YEAR COMPLETED | : 58.33 |              |
|                         | CURRENT      | CURRENT   | YEAR TO DATE | TOTAL      | BUDGET              | % YTD   | PRIOR YEAR   |
|                         | BUDGET       | PERIOD    | ACTUAL       | ENCUMBERED | BALANCE             | BUDGET  | YTD BALANCE  |
|                         |              |           |              |            |                     |         |              |
| REVENUE SUMMARY         |              |           |              |            |                     |         |              |
|                         |              |           |              |            |                     |         |              |
| WATER PARK ADMISSIONS   | 592,000.00   | 5,927.20  | 17,778.81    | -          | 574,221.19          | 3.00    | 16,138.10    |
| WATER PARK RENTALS      | 43,000.00    | -         | -            | -          | 43,000.00           | -       | -            |
| EVENT CENTER            | 23,800.00    | 4,400.00  | 9,900.00     | -          | 13,899.96           | 41.60   | 11,708.25    |
| CONCESSIONS             | 130,000.00   | -         | 200.00       | -          | 129,800.00          | 0.15    | -            |
| MISCELLANEOUS           | 14,750.00    | 157.50    | 476.50       | -          | 14,273.50           | 3.23    | 40.00        |
| OTHER REVENUE           | -            | 0.08      | 202.11       | 87.00      | (289.11)            | -       | 8,412,435.44 |
| TRANSFERS               | 568,871.00   | 59,627.04 | 259,627.04   | -          | 309,243.96          | 45.64   | 200,000.00   |
|                         |              |           |              |            |                     |         |              |
| TOTAL REVENUES          | 1,372,421.00 | 70,111.82 | 288,184.46   | 87.00      | 1,084,149.50        | 21.00   | 8,640,321.79 |
| EXPENDITURE SUMMARY     |              |           |              |            |                     |         |              |
|                         |              |           |              |            |                     |         |              |
| SPLASH DAYZ             |              |           |              |            |                     |         |              |
| PERSONNEL               | 102,796.00   | 9,803.08  | 51,041.29    | -          | 51,754.49           | 49.65   | 52,213.14    |
| MATERIALS & SUPPLIES    | 8,150.00     | 49.97     | 1,609.63     | -          | 6,540.37            | 19.75   | 1,008.80     |
| CONTRACTUAL SERVICES    | 289,451.00   | 5,436.78  | 63,372.56    | 85,804.00  | 140,274.40          | 51.54   | 60,316.78    |
| TOTAL SPLASH DAYZ       | 400,397.00   | 15,289.83 | 116,023.48   | 85,804.00  | 198,569.26          | 50.41   | 113,538.72   |
|                         |              |           |              |            |                     |         |              |
| CONVENTION CENTER       |              |           |              |            |                     |         |              |
| PERSONNEL               | 70,331.00    | 10,875.33 | 43,107.88    | -          | 27,223.10           | 61.29   | 40,062.37    |
| MATERIALS & SUPPLIES    | 17,400.00    | 39.42     | 963.72       | -          | 16,436.28           | 5.54    | 2,800.18     |
| CONTRACTUAL SERVICES    | 62,696.00    | 2,708.89  | 16,359.11    | 19,130.00  | 27,206.85           | 56.61   | 21,047.38    |
| TOTAL CONVENTION CENTER | 150,427.00   | 13,623.64 | 60,430.71    | 19,130.00  | 70,866.23           | 52.89   | 63,909.93    |
|                         |              |           |              |            |                     |         |              |
| FACILITY SERVICES       |              |           |              |            |                     |         |              |
| PERSONNEL               | 98,023.00    | 8,172.93  | 39,491.93    | -          | 58,531.18           | 40.29   | 44,753.77    |
| MATERIALS & SUPPLIES    | 119,274.00   | 3,891.45  | 9,711.39     | 48,012.51  | 61,550.34           | 48.40   | 17,952.80    |
| CONTRACTUAL SERVICES    | 136,800.00   | 61,448.70 | 108,024.56   | 43,552.99  | (14,777.59)         | 110.80  | 59,965.88    |
| CAPITAL OUTLAY          | -            | -         | -            | -          | -                   | -       | 30,380.52    |
| TOTAL FACILITY SERVICES | 354,097.00   | 73,513.08 | 157,227.88   | 91,565.50  | 105,303.93          | 70.26   | 153,052.97   |

|                                   |              |             |             |              |                         |        |              |
|-----------------------------------|--------------|-------------|-------------|--------------|-------------------------|--------|--------------|
| FOOD & BEVERAGE                   |              |             |             |              |                         |        |              |
| PERSONNEL                         | 51,898.00    | 41.17       | 1,085.67    | -            | 50,812.66               | 2.09   | 1,361.54     |
| MATERIALS & SUPPLIES              | 60,250.00    | 1,315.16    | 3,066.69    | -            | 57,183.31               | 5.09   | 2,744.27     |
| TOTAL FOOD & BEVERAGE             | 112,148.00   | 1,356.33    | 4,152.36    | -            | 107,995.97              | 3.70   | 4,105.81     |
| LIFEGUARDS                        |              |             |             |              |                         |        |              |
| PERSONNEL                         | 271,185.00   | 1,504.16    | 5,281.81    | -            | 265,902.82              | 1.95   | 5,264.42     |
| MATERIALS & SUPPLIES              | -            | 1,186.50    | 1,186.50    | -            | (1,186.50)              | -      | -            |
| CONTRACTUAL SERVICES              | 7,100.00     | -           | 2,880.00    | -            | 4,220.00                | 40.56  | 814.00       |
| TOTAL LIFEGUARDS                  | 278,285.00   | 2,690.66    | 9,348.31    | -            | 268,936.32              | 3.36   | 6,078.42     |
| FRONT GATE                        |              |             |             |              |                         |        |              |
| PERSONNEL                         | 48,783.00    | -           | 156.62      | -            | 48,626.18               | 0.32   | 478.75       |
| MATERIALS & SUPPLIES              | 7,300.00     | -           | -           | -            | 7,300.00                | -      | 1,491.94     |
| CONTRACTUAL SERVICES              | 1,500.00     | -           | -           | -            | 1,500.00                | -      | -            |
| TOTAL FRONT GATE                  | 57,583.00    | -           | 156.62      | -            | 57,426.18               | 0.27   | 1,970.69     |
| CASH CONTROL                      |              |             |             |              |                         |        |              |
| PERSONNEL                         | 16,285.00    | 247.60      | 353.39      | -            | 15,932.04               | 2.17   | 383.31       |
| MATERIALS & SUPPLIES              | 500.00       | -           | -           | -            | 500.00                  | -      | -            |
| TOTAL CASH CONTROL                | 16,785.00    | 247.60      | 353.39      | -            | 16,432.04               | 2.11   | 383.31       |
| EMT                               |              |             |             |              |                         |        |              |
| MATERIALS & SUPPLIES              | 2,700.00     | -           | 290.11      | -            | 2,409.89                | 10.74  | -            |
| TOTAL EMT                         | 2,700.00     | -           | 290.11      | -            | 2,409.89                | 10.74  | -            |
| TOTAL EXPENDITURES                | 1,372,422.00 | 106,721.14  | 347,982.86  | 196,499.50   | 827,939.82              | 39.67  | 343,039.85   |
| REVENUE OVER/(UNDER) EXPENDITURES | (1.00)       | (36,609.32) | (59,798.40) | (196,412.50) | 256,209.68              | 893.44 | 8,297,281.94 |
|                                   |              |             |             |              |                         |        |              |
|                                   |              |             |             |              |                         |        |              |
|                                   |              |             |             |              | FUND BALANCE AVAILABLE: |        | (96,236.36)  |
|                                   |              |             |             |              |                         |        |              |

|                                                  |                   |                   |                        |                     |                             |                 |                           |
|--------------------------------------------------|-------------------|-------------------|------------------------|---------------------|-----------------------------|-----------------|---------------------------|
| 08 - CRIME DIST SPECIAL REV<br>FINANCIAL SUMMARY |                   |                   |                        |                     |                             |                 |                           |
|                                                  |                   |                   |                        |                     | % OF YEAR COMPLETED : 58.33 |                 |                           |
|                                                  | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE           | % YTD<br>BUDGET | PRIOR YEAR<br>YTD BALANCE |
| REVENUE SUMMARY                                  |                   |                   |                        |                     |                             |                 |                           |
| SALES AND USE TAXES                              | 1,025,000.00      | 74,075.74         | 440,442.13             | -                   | 584,557.91                  | 42.97           | 423,568.89                |
| INTEREST INCOME                                  | 5,000.00          | 552.79            | 4,157.71               | -                   | 842.21                      | 83.16           | 8,399.65                  |
| OTHER REVENUE                                    | -                 | 60.00             | 159,580.45             | -                   | (159,580.45)                | -               | 73,405.48                 |
| TOTAL REVENUES                                   | 1,030,000.00      | 74,688.53         | 604,180.29             | -                   | 425,819.67                  | 58.66           | 505,374.02                |
| EXPENDITURE SUMMARY                              |                   |                   |                        |                     |                             |                 |                           |
| CRIME DISTRICT                                   |                   |                   |                        |                     |                             |                 |                           |
| MATERIALS & SUPPLIES                             | 42,690.00         | 187.18            | 10,045.08              | 6,849.07            | 25,795.85                   | 39.57           | 14,928.42                 |
| CONTRACTUAL SERVICES                             | 456,739.00        | 42,347.36         | 309,303.54             | -                   | 147,435.46                  | 67.72           | 301,838.90                |
| TRANSFERS                                        | 765,371.00        | 63,780.92         | 446,466.44             | -                   | 318,904.60                  | 58.33           | 446,466.44                |
| TOTAL CRIME DISTRICT                             | 1,264,800.00      | 106,315.46        | 765,815.06             | 6,849.07            | 492,135.91                  | 61.09           | 763,233.76                |
| TOTAL EXPENDITURES                               | 1,264,800.00      | 106,315.46        | 765,815.06             | 6,849.07            | 492,135.91                  | 61.09           | 763,233.76                |
| REVENUE OVER/(UNDER) EXPENDITURES                | (234,800.00)      | (31,626.93)       | (161,634.77)           | (6,849.07)          | (66,316.24)                 | 71.76           | (257,859.74)              |
|                                                  |                   |                   |                        |                     |                             |                 |                           |
|                                                  |                   |                   |                        |                     | FUND BALANCE AVAILABLE:     |                 | 728,435.70                |
|                                                  |                   |                   |                        |                     |                             |                 |                           |

|                                         |              |           |              |            |                             |        |              |
|-----------------------------------------|--------------|-----------|--------------|------------|-----------------------------|--------|--------------|
| 08 -CRIME DIST SPECIAL REV              |              |           |              |            |                             |        |              |
|                                         |              |           |              |            | % OF YEAR COMPLETED : 58.33 |        |              |
|                                         |              |           |              |            |                             |        |              |
|                                         | CURRENT      | CURRENT   | YEAR TO DATE | TOTAL      | BUDGET                      | % YTD  | PRIOR YEAR   |
| REVENUES                                | BUDGET       | PERIOD    | ACTUAL       | ENCUMBERED | BALANCE                     | BUDGET | YTD BALANCE  |
|                                         |              |           |              |            |                             |        |              |
|                                         |              |           |              |            |                             |        |              |
| SALES AND USE TAXES                     |              |           |              |            |                             |        |              |
| 400-02-005 .5% CRIME DISTRICT SALES TAX | 1,025,000.00 | 74,075.74 | 440,442.13   | -          | 584,557.91                  | 42.97  | (423,568.89) |
| TOTAL SALES AND USE TAXES               | 1,025,000.00 | 74,075.74 | 440,442.13   | -          | 584,557.91                  | 42.97  | 423,568.89   |
|                                         |              |           |              |            |                             |        |              |
| INTEREST INCOME                         |              |           |              |            |                             |        |              |
| 400-60-601 INTEREST INCOME              | 5,000.00     | 552.79    | 4,157.71     | -          | 842.21                      | 83.16  | (8,399.65)   |
| TOTAL INTEREST INCOME                   | 5,000.00     | 552.79    | 4,157.71     | -          | 842.21                      | 83.16  | 8,399.65     |
|                                         |              |           |              |            |                             |        |              |
| OTHER REVENUE                           |              |           |              |            |                             |        |              |
| 400-70-701 MISCELLANEOUS REVENUE        | -            | 60.00     | 150,090.00   | -          | (150,090.00)                | -      | (1,239.23)   |
| 400-70-724 SALE OF ENTERPRISE ASSET     | -            | -         | 9,490.45     | -          | (9,490.45)                  | -      | (72,166.25)  |
| TOTAL OTHER REVENUE                     | -            | 60.00     | 159,580.45   | -          | (159,580.45)                | -      | 73,405.48    |
|                                         |              |           |              |            |                             |        |              |
| TOTAL REVENUE                           | 1,030,000.00 | 74,688.53 | 604,180.29   | -          | 425,819.67                  | 58.66  | 505,374.02   |
|                                         |              |           |              |            |                             |        |              |
|                                         | CURRENT      | CURRENT   | YEAR TO DATE | TOTAL      | BUDGET                      | % YTD  | PRIOR YEAR   |
| DEPARTMENTAL EXPENDITURES               | BUDGET       | PERIOD    | ACTUAL       | ENCUMBERED | BALANCE                     | BUDGET | YTD BALANCE  |
|                                         |              |           |              |            |                             |        |              |
|                                         |              |           |              |            |                             |        |              |
| MATERIALS & SUPPLIES                    |              |           |              |            |                             |        |              |
| 551-10-111 AMMUNITION                   | 7,495.00     | -         | -            | 6,849.07   | 645.93                      | 91.38  | 9,902.48     |
| 551-10-113 UNIFORMS                     | 27,305.00    | 187.18    | 2,683.83     | -          | 24,621.17                   | 9.83   | 3,422.88     |
| 551-10-118 TOOLS & EQUIPMENT < \$5,000  | 7,890.00     | -         | 7,361.25     | -          | 528.75                      | 93.30  | 1,603.06     |
| TOTAL MATERIALS & SUPPLIES              | 42,690.00    | 187.18    | 10,045.08    | 6,849.07   | 25,795.85                   | 39.57  | 14,928.42    |

|                                           |              |             |              |            |             |        |              |
|-------------------------------------------|--------------|-------------|--------------|------------|-------------|--------|--------------|
| CONTRACTUAL SERVICES                      |              |             |              |            |             |        |              |
| 551-20-214 OTHER PROFESSIONAL SERVICES    | 49,425.00    | 1,100.20    | 20,190.90    | -          | 29,234.10   | 40.85  | 37,955.10    |
| 551-20-219 CELL PHONES/AIR CARDS          | 5,475.00     | 646.53      | 3,706.24     | -          | 1,768.76    | 67.69  | 2,852.19     |
| 551-20-221 ANNUAL COMPUTER MAINTENANCE    | 49,145.00    | -           | 42,395.00    | -          | 6,750.00    | 86.27  | 37,074.50    |
| 551-20-222 ENTERPRISE VEHICLE MAINTENANCE | 1,152.00     | 99.00       | 753.00       | -          | 399.00      | 65.36  | 825.40       |
| 551-20-223 VEHICLE MAINTENANCE/REPAIRS    | 52,300.00    | 2,904.65    | 15,555.55    | -          | 36,744.45   | 29.74  | 17,592.59    |
| 551-20-224 EQUIPMENT MAINTENANCE/REPAIRS  | 57,800.00    | 13,295.46   | 53,410.03    | -          | 4,389.97    | 92.40  | 2,498.71     |
| 551-20-228 INSURANCE                      | 140.00       | -           | -            | -          | 140.00      | -      | -            |
| 551-20-233 TRAVEL & TRAINING              | 22,100.00    | 3,471.99    | 14,329.82    | -          | 7,770.18    | 64.84  | 10,158.62    |
| 551-20-242 CONTRIBUTE TO OTHER AGENCIES   | 9,600.00     | -           | 9,600.00     | -          | -           | 100.00 | 11,500.00    |
| 551-20-245 ADMIN COST TO GENERAL FUND     | 51,250.00    | 3,703.79    | 31,524.68    | -          | 19,725.32   | 61.51  | 30,320.42    |
| 551-20-246 PAYMENT PLAN - TASERS          | 9,504.00     | 9,504.00    | 9,504.00     | -          | -           | 100.00 | 9,504.00     |
| 551-20-247 PAYMENT PLAN - RADIOS          | 54,033.00    | -           | 54,929.98    | -          | (896.98)    | 101.66 | 59,032.89    |
| 551-20-253 COMPUTER RELATED EQUIP < \$5K  | 3,605.00     | -           | 52.16        | -          | 3,552.84    | 1.45   | 11,340.78    |
| 551-20-254 ENTERPRISE LEASE COSTS         | 91,210.00    | 7,621.74    | 53,352.18    | -          | 37,857.82   | 58.49  | 71,183.70    |
| TOTAL CONTRACTUAL SERVICES                | 456,739.00   | 42,347.36   | 309,303.54   | -          | 147,435.46  | 67.72  | 301,838.90   |
| TRANSFERS                                 |              |             |              |            |             |        |              |
| 551-70-701 TRANSFER TO GENERAL FUND       | 765,371.00   | 63,780.92   | 446,466.44   | -          | 318,904.60  | 58.33  | 446,466.44   |
| TOTAL TRANSFERS                           | 765,371.00   | 63,780.92   | 446,466.44   | -          | 318,904.60  | 58.33  | 446,466.44   |
|                                           |              |             |              |            |             |        |              |
| TOTAL CRIME DISTRICT                      | 1,264,800.00 | 106,315.46  | 765,815.06   | 6,849.07   | 492,135.91  | 61.09  | 763,233.76   |
|                                           |              |             |              |            |             |        |              |
| TOTAL EXPENDITURES                        | 1,264,800.00 | 106,315.46  | 765,815.06   | 6,849.07   | 492,135.91  | 61.09  | 763,233.76   |
|                                           |              |             |              |            |             |        |              |
| REVENUE OVER/(UNDER) EXPENDITURES         | (234,800.00) | (31,626.93) | (161,634.77) | (6,849.07) | (66,316.24) | 71.76  | (257,859.74) |
|                                           |              |             |              |            |             |        |              |

|                                   |              |              |              |              |                             |        |              |
|-----------------------------------|--------------|--------------|--------------|--------------|-----------------------------|--------|--------------|
| 23 -STORM WATER UTILITY FUND      |              |              |              |              |                             |        |              |
| FINANCIAL SUMMARY                 |              |              |              |              | % OF YEAR COMPLETED : 58.33 |        |              |
|                                   | CURRENT      | CURRENT      | YEAR TO DATE | TOTAL        | BUDGET                      | % YTD  | PRIOR YEAR   |
|                                   | BUDGET       | PERIOD       | ACTUAL       | ENCUMBERED   | BALANCE                     | BUDGET | YTD BALANCE  |
|                                   |              |              |              |              |                             |        |              |
| REVENUE SUMMARY                   |              |              |              |              |                             |        |              |
|                                   |              |              |              |              |                             |        |              |
| WATER & SEWER REVENUES            | 578,100.00   | 49,186.65    | 320,242.38   | -            | 257,857.62                  | 55.40  | 320,593.23   |
| INTEREST INCOME                   | 35,000.00    | 2,063.31     | 16,184.11    | -            | 18,815.93                   | 46.24  | 33,333.35    |
| OTHER REVENUE                     | -            | -            | 17,396.92    | -            | (17,396.92)                 | -      | 3,737,979.56 |
|                                   |              |              |              |              |                             |        |              |
| TOTAL REVENUES                    | 613,100.00   | 51,249.96    | 353,823.41   | -            | 259,276.63                  | 57.71  | 4,091,906.14 |
| EXPENDITURE SUMMARY               |              |              |              |              |                             |        |              |
|                                   |              |              |              |              |                             |        |              |
|                                   |              |              |              |              |                             |        |              |
| STORM WATER UTILITY               |              |              |              |              |                             |        |              |
| PERSONNEL                         | 299,943.00   | 27,454.57    | 142,422.31   | -            | 157,520.47                  | 47.48  | 163,103.31   |
| MATERIALS & SUPPLIES              | 20,505.00    | 835.49       | 4,321.98     | 2,004.00     | 14,178.94                   | 30.85  | 7,335.74     |
| CONTRACTUAL SERVICES              | 261,993.00   | 8,687.01     | 70,949.09    | 153,471.96   | 37,571.71                   | 85.66  | 95,292.17    |
| CAPITAL OUTLAY                    | 592,336.00   | 315,474.72   | 357,209.72   | 236,265.28   | (1,139.00)                  | 100.19 | 221,735.20   |
| TRANSFERS                         | 85,798.00    | 7,149.83     | 50,048.85    | -            | 35,749.11                   | 58.33  | 41,820.38    |
| TOTAL STORM WATER UTILITY         | 1,260,574.00 | 359,601.62   | 624,951.95   | 391,741.24   | 243,881.23                  | 80.65  | 529,286.80   |
|                                   |              |              |              |              |                             |        |              |
| TOTAL EXPENDITURES                | 1,260,574.00 | 359,601.62   | 624,951.95   | 391,741.24   | 243,881.23                  | 80.65  | 529,286.80   |
|                                   |              |              |              |              |                             |        |              |
| REVENUE OVER/(UNDER) EXPENDITURES | (647,474.00) | (308,351.66) | (271,128.54) | (391,741.24) | 15,395.40                   | 102.38 | 3,562,619.34 |
|                                   |              |              |              |              |                             |        |              |
|                                   |              |              |              |              |                             |        |              |
|                                   |              |              |              |              | FUND BALANCE AVAILABLE:     |        | 2,442,658.12 |

SPLASH DAYZ WATERPARK  
2021 FLOW CHART

|                                                 |                            |                 |          |          | JUNE     |          |          |          | JULY     |          |          |          | AUG      |          |          |          |          |            |
|-------------------------------------------------|----------------------------|-----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|
|                                                 | 5/10                       | 5/17            | 5/24     | 5/31     | 6/7      | 6/14     | 6/21     | 6/28     | 7/5      | 7/12     | 7/19     | 7/26     | 8/2      | 8/9      | 8/16     | 8/23     | 8/30     | 9/6        |
| SUMMER POSITIONING: THE SPLASH IS BACK!         |                            | PARK OPENS 5/29 |          | MD       |          |          |          | 4TH      |          |          |          |          |          |          |          |          |          |            |
|                                                 | SEASON PASS \$54.99/\$6499 |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |            |
| TELEVISION                                      |                            |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |            |
| SPECTRUM REACH (TV & CONNECTED DEVICES)         |                            |                 |          |          |          | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 |          |          |          |          | \$ 16,000  |
| DIGITAL                                         |                            |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |            |
| SOCIAL MEDIA (FB/IG/MESSENGER/AUDIENCE NETWORK) | \$ 500                     | \$ 2,500        | \$ 3,500 | \$ 5,000 | \$ 5,000 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 1,500 | \$ 1,500 | \$ 1,500 | \$ 52,500  |
| GOOGLE (DISPLAY TARGETING/YOUTUBE)              |                            |                 |          | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000 |          |          |          | \$ 11,000  |
| VIDEO PRODUCTION                                |                            |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |            |
| DESIGN WORKS                                    |                            |                 |          |          | \$ 2,500 |          |          |          | \$ 500   |          |          | \$ 500   |          |          |          |          |          | \$ 3,500   |
| H TWO MARKETING                                 |                            |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          | \$ -       |
|                                                 |                            |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          | \$ 17,000  |
| WEEKLY TOTALS                                   | \$ 500                     | \$ 2,500        | \$ 3,500 | \$ 6,000 | \$ 8,500 | \$ 6,500 | \$ 6,500 | \$ 6,500 | \$ 7,000 | \$ 6,500 | \$ 6,500 | \$ 7,000 | \$ 6,500 | \$ 4,500 | \$ 1,500 | \$ 1,500 | \$ 1,500 | \$ -       |
| PROMOTIONS                                      |                            |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          | \$ 100,000 |
|                                                 |                            |                 |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |            |



To: City Council

From:

Date: June 1, 2021

Subject: Hold a Public Hearing and consider a special use permit (SUP) for Sunset Gardens Addition, Block 12 Lot 13C, more commonly known as 109 Russell Street, White Settlement, TX 76108.

Applicant has been, and is currently, a reputable business owner in the city who is requesting an SUP in order to provide services to customers that he otherwise will not able to continue to provide.

The applicant is currently operating at the described location with limited services while transitioning from his former location within the city. The growth of his business resulted in the move to the current location.

This item was presented to Planning and Zoning on May 11, 2021, and approved by P&Z with a vote of 3 to 1.

**Auto service specialty shop** means an establishment for the retail sale of automobile accessories, automobile tune up services, brake and muffler installation or repairs, tire installation or repair, oil or other lubricants services and associated products or services where single or limited use repairs are made, and including vehicle inspection service and licensing establishments, where all services provided and all storage, supplies, parts, equipment and accessories and indoors.

**Auto repair garage means** repair or replacement of major engine, drive train, and other components requiring the use of hoists, jacks or jack stands. Tire repairs, changes, and minor wheel repairs utilizing jacks or jack stands shall be exempt from this definition.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF WHITE SETTLEMENT, BY APPROVING A SPECIAL USE PERMIT FOR THE USE OF AN AUTO REPAIR GARAGE FOR LOT 13C, BLOCK 12, SUNSET GARDENS ADDITION, MORE COMMONLY KNOWN AS 109 RUSSELL STREET; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of White Settlement, Texas, 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; and

**WHEREAS**, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of White Settlement, Texas, on May 11, 2021, and by the City Council of the City of White Settlement, Texas, on June 1, 2021, with respect to the zoning change described herein; and

**WHEREAS**, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with City Ordinances and Chapter 211 of the Local Government Code; and

**WHEREAS**, the City Council of the City of White Settlement, Texas, does hereby deem it advisable and in the public interest to amend the Zoning Ordinance, as amended, as described herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS, THAT:**

**SECTION 1.**

A special use permit is granted for the use of Auto Repair Garage on the following property:

Lot 13C, Block 12, Sunset Gardens Addition, more commonly known as 109 Russell Street.

**SECTION 2.**

In granting the special use permit, the city council finds and determines: (a) that the special use will establish only those uses permitted under the City's zoning ordinance; (b) that the location of proposed activities and improvements are clearly defined on a site plan attached hereto as Exhibit "A";

and (c) that the use will be wholly compatible with the use and permitted development of adjacent properties.

### **SECTION 3.**

The zoning changes and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

### **SECTION 4.**

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

### **SECTION 5.**

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of White Settlement, Texas, 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 the conflicting provisions of such ordinances and such code are hereby repealed.

### **SECTION 6.**

All rights and remedies of the City of White Settlement, Texas, are expressly saved as to any and all violations of the provisions of any ordinances governing zoning or land use 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 7.**

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

### **SECTION 8.**

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 fined not more

than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 9.**

The City Secretary of the City of White Settlement, Texas, is hereby directed to publish this Ordinance in compliance with state law and the City's charter.

**SECTION 10.**

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 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Ronald A. White, Mayor

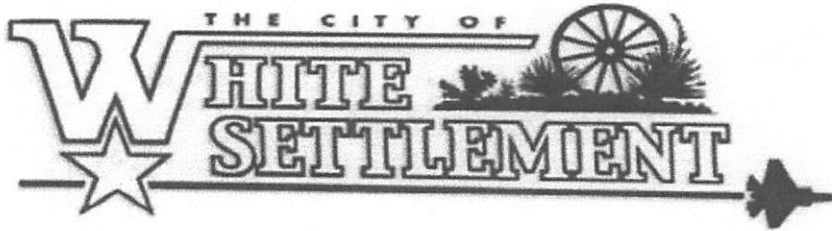
Attest:

\_\_\_\_\_  
Amy Arnold, TRMC, CMC  
City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Drew Larkin, City Attorney

**EXHIBIT “A”**  
Site Plan



**APPLICATION FOR ZONING CHANGE/DEVELOPMENT PLAN APPROVAL/SPECIFIC USE PERMIT**

Please check the appropriate box below to indicate the type of request you are making and provide all information required to process your request.

☐ Zoning Change      ☐ Development Plan Approval      ☒ Specific Use Permit  
☐ Plat

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by City Council or Staff without refund of fees.

**REQUEST INFORMATION :** \_\_\_\_\_

Location: 109 Russell Street  
Subdivision Sunset Garden Lot No. 13-C Block No. 12 Size of Request \_\_\_\_\_  
Existing Zoning C-C Requested Zoning/Use \_\_\_\_\_

\*A metes and bounds description must be attached if the request is for;  
(A) a portion of a platted lot or (B) not a platted lot.

APPLICANT/OWNER INFORMATION: Gary McMaster  
Key Contact \_\_\_\_\_ Telephone No. (817) 723-2487 Fax No. \_\_\_\_\_  
City Wht. Settlement State TX Zip 76108  
Contact's Status Check one ☐ Owner ☐ Representative  
☒ Tenant ☐ Prospective Buyer

The owner's signature is required on this application

This is to certify that; I/We the undersigned, am/are the sole owner(s) of the property described above on the date of this application.

Owner (please print) Mahid Neghi Signature Mahid Neghi  
Address P.O. Box 201553 Telephone No. 817-714-2012  
City Arlington State Texas Zip Code 76010  
Corporation/Partnership /Owner \_\_\_\_\_  
Address \_\_\_\_\_ Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Case No: \_\_\_\_\_ Fee: \_\_\_\_\_ Date: \_\_\_\_\_ P&Z Hearing: \_\_\_\_\_  
Zoning Map: \_\_\_\_\_ Tax Map: \_\_\_\_\_ Traffic Study Waiver: \_\_\_\_\_  
Drainage Study Waiver Date: \_\_\_\_\_



DATE: 04/21/2021

RE: **Notice of Public Hearing-Hold a Public Hearing and consider a special use permit for Sunset Gardens Addn-Block 12 Lot 13c. More commonly known as 109 Russell St.**  
**Planning and Zoning Commission- Tuesday, May 11, 2021**  
**City Council Meeting – Tuesday, June 01, 2021**

Dear Property Owner:

This notice is to advise you that the Planning and Zoning Commission will hold a Public Hearing on Tuesday, May 11, 2021 at 6:30 PM, and the City Council will hold a Public Hearing on Tuesday, June 01, 2021 at 7:00 PM. The hearings will be held at City Hall in the Council Chambers, 214 Meadow Park Drive, White Settlement, Texas. The hearings are to consider the following request:

Request for a Special Use Permit to allow an auto repair garage at SUNSET GARDENS  
ADDN-WHT STLMNT, Block 12 Lot 13C, more commonly known as 109 Russell St.

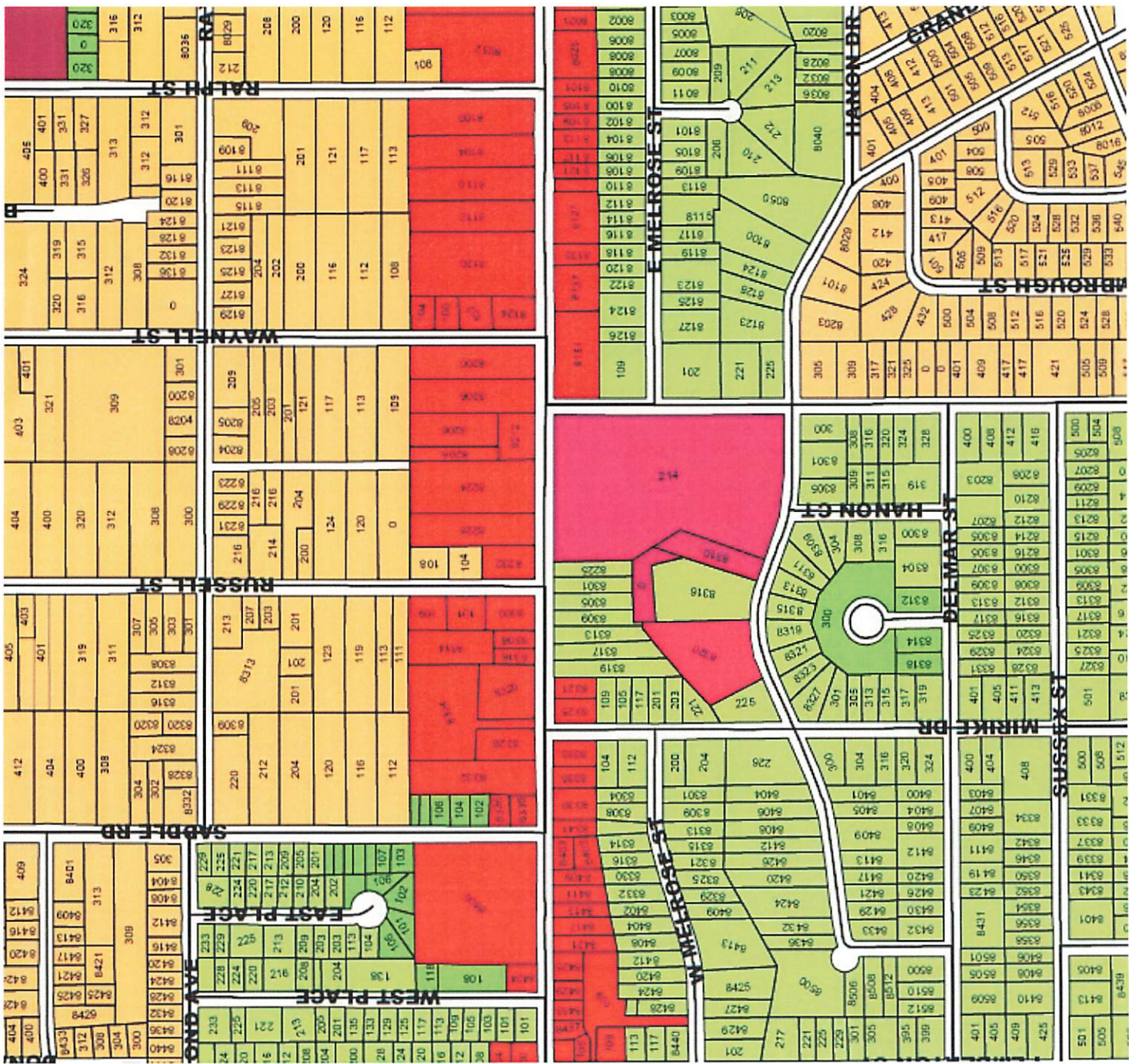
According to TAD records, you are the owner of property located within two hundred (200) feet of the property for which a hearing, as stated above, has been scheduled.

This is not a summons to appear at the hearing, but is notice of the hearing, and any interested property owner will be given the opportunity to be heard in connection with the proposed item.

Sincerely,

Ann Elias  
Board Secretary  
Planning and Zoning Commission









White Settlement ISD

03044564

03044556



To: City Council

From: Robert Nunley, Building Official

Date: June 1, 2021

Subject: Hold a Public Hearing, and consider an ordinance to amend section 111-215 "Fences" of the zoning ordinance by amending section 111-215 (J) "fence material".

Staff has reviewed the current fence ordinance and recommends the proposed amendment. This includes changing pier hole depth from the current 3' requirement to 2'. The purpose of this amendment is to reduce material waste, save on cost, and brings the ordinance in line with neighboring communities.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 111-215 “FENCES” OF THE ZONING ORDINANCE BY AMENDING SECTION 111-215(J) “FENCE MATERIALS” TO PROVIDE MINIMUM HOLE DEPTH REQUIREMENTS FOR FENCE POSTS.; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of White Settlement 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 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City of White Settlement to amend the Zoning Ordinance to amend fencing regulations concerning hole depth for fence posts; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of White Settlement, Texas, May 11, 2021, and by the City Council of the City of White Settlement, Texas, on June 1, 2021, with respect to the zoning change described herein; and

**WHEREAS**, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the approval of an amendment to the Zoning Ordinance; and

**WHEREAS**, the City Council of the City of White Settlement, Texas, does hereby deem it advisable and in the public interest to amend the Zoning Ordinance, as amended, as described herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS, THAT:**

## **SECTION 1.**

Subsection (j) of Section 111-215 "Fences" of the Zoning Ordinance of the City of White Settlement is hereby amended to read as follows:

(j) *Fence materials.*

- (1) Any and all materials used in the construction of a fence built within the legal limits of the city shall meet or exceed standards set by the International Building Code.
- (2) Metal posts shall be used for the vertical fence supports. The posts shall be set in concrete and placed into the ground to a minimum depth of two feet.

## **SECTION 2.**

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of White Settlement, Texas, 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 the conflicting provisions of such ordinances and such code are hereby repealed.

## **SECTION 3.**

All rights and remedies of the City of White Settlement, Texas, are expressly saved as to any and all violations of the provisions of any ordinances governing zoning or land use 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 4.**

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

## **SECTION 5.**

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

finned not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 6.**

The City Secretary of the City of White Settlement, Texas, is hereby directed to publish this Ordinance in compliance with state law and the City's charter.

**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 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Ronald A. White, Mayor

Attest:

\_\_\_\_\_  
Amy Arnold, TRMC, CMC  
City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Drew Larkin, City Attorney



To: City Council

From: Robert Nunley, Building Official

Date: June 1, 2021

Subject: Hold a Public Hearing and consider a re-plat for Lot 29 and 30, Block 7  
Meadow Park Addition more commonly known as 8510 Wyatt Drive.

The property owner has made application to re-plat their property which is currently two sperate lots into one. The property owner recently built a new home and demoed the existing home that was located on 8508 Wyatt Dr. The new current home was constructed on 8510 Wyatt Dr. and at this time the property owner is asking to combine the two lots into a single lot.



**APPLICATION FOR ZONING CHANGE/DEVELOPMENT PLAN APPROVAL/SPECIFIC USE PERMIT**

Please check the appropriate box below to indicate the type of request you are making and provide all information required to process your request.

☐ Zoning Change      ☐ Development Plan Approval      ☐ Specific Use Permit

☒ Plat

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by City Council or Staff without refund of fees.

REQUEST INFORMATION : \_\_\_\_\_

Location: 8508 & 8510 Wyatt Dr

Subdivision Meadow Park Addn. Lot No. 29/30 Block No. 7 Size of Request combine into Lot 29R

Existing Zoning \_\_\_\_\_ Requested Zoning/Use Residential 0.322 acres

\*A metes and bounds description must be attached if the request is for;

(A) a portion of a platted lot or (B) not a platted lot.

APPLICANT/OWNER INFORMATION: Texas Surveying, Inc.

Key Contact James Stevens (surveyor) Telephone No. 817-594-0400 Fax No. \_\_\_\_\_

City Weatherford State TX Zip 76086

Contact's Status Check one ☐ Owner ☒ Representative

☐ Tenant ☐ Prospective Buyer

The owner's signature is required on this application

This is to certify that; I/We the undersigned, am/are the sole owner(s) of the property described above on the date of this application.

Owner(please print) Danny Cowley

Signature

Address 8510 Wyatt Dr

Telephone No. 817-304-6987

City Fort Worth

State TX

Zip Code 76108

Corporation/Partnership /Owner \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Case No: \_\_\_\_\_ Fee: \_\_\_\_\_ Date: \_\_\_\_\_ P&Z Hearing: \_\_\_\_\_

Zoning Map: \_\_\_\_\_ Tax Map: \_\_\_\_\_ Traffic Study Waiver: \_\_\_\_\_

Drainage Study Waiver Date: \_\_\_\_\_



DATE: 04/29/2021

RE: **Notice of Public Hearing-Hold a Public Hearing and consider a re-plat for Meadow Park Addtn. Lot 29 & 30 Block 7. More commonly known as 8508 & 8510 Wyatt Dr.**

**Planning and Zoning Commission- Tuesday, May 11, 2021**  
**City Council Meeting – Tuesday, June 01, 2021**

Dear Property Owner:

This notice is to advise you that the Planning and Zoning Commission will hold a Public Hearing on Tuesday, May 11, 2021 at 6:30 PM, and the City Council will hold a Public Hearing on Tuesday, June 01, 2021 at 7:00 PM. The hearings will be held at City Hall in the Council Chambers, 214 Meadow Park Drive, White Settlement, Texas. The hearings are to consider the following request:

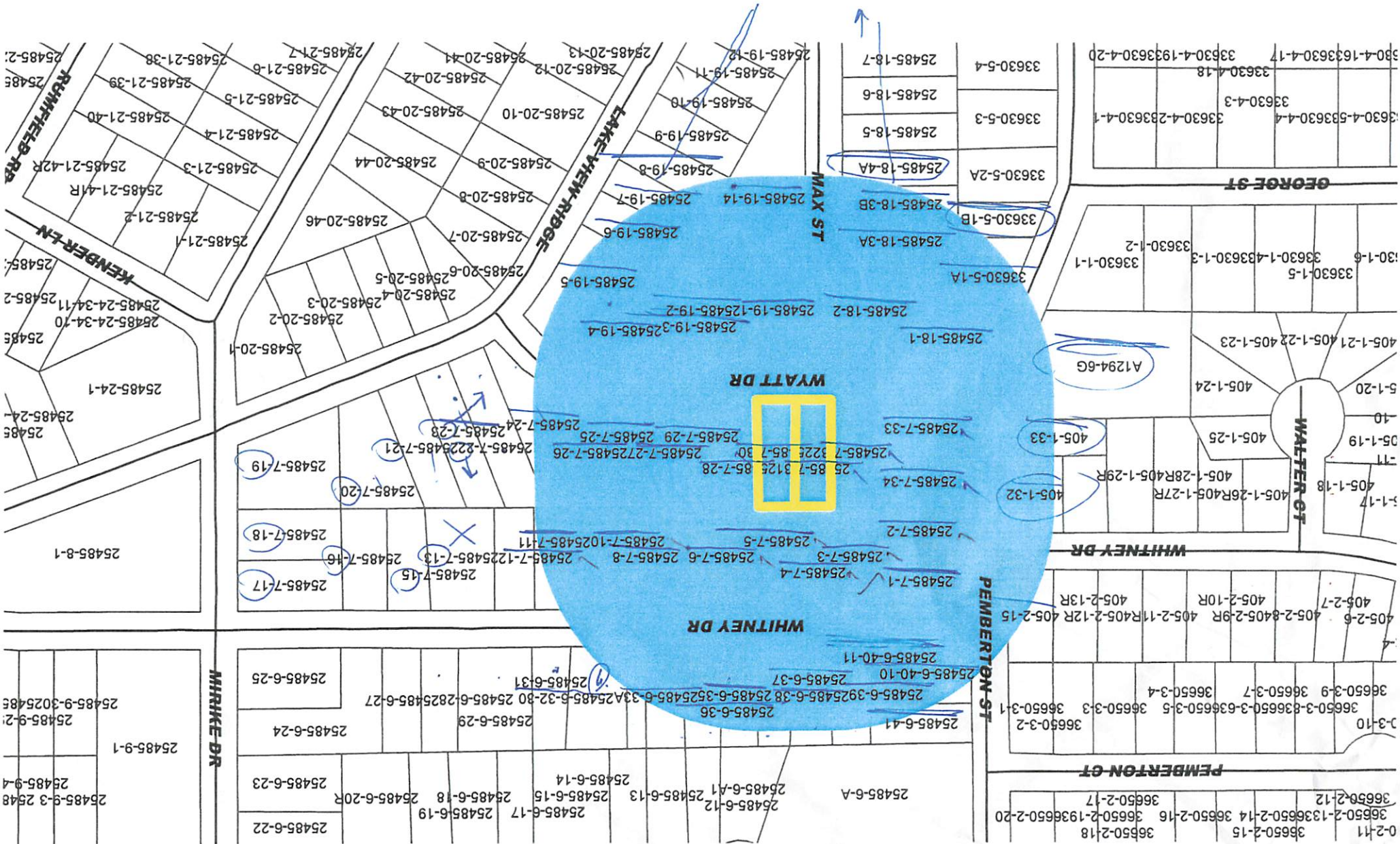
Request for a re-plat for Meadow Park Addtn. Lot 29 & 30 Block 7. More commonly known as 8508 & 8510 Wyatt Dr.

According to TAD records, you are the owner of property located within two hundred (200) feet of the property for which a hearing, as stated above, has been scheduled.

This is not a summons to appear at the hearing, but is notice of the hearing, and any interested property owner will be given the opportunity to be heard in connection with the proposed item.

Sincerely,

Ann Elias  
Board Secretary  
Planning and Zoning Commission





# TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0901 • 817-894-1100  
taxoffice@tarrantcounty.com  
In God We Trust

WENDY BURGESS  
Tax Assessor-Collector



# TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0901 • 817-894-1100  
taxoffice@tarrantcounty.com  
In God We Trust

WENDY BURGESS  
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00001726432

AD NUMBER: 25485 7 26  
CERTIFICATE NO : 83335983

COLLECTING AGENCY  
WENDY BURGESS

PO BOX 881018  
FORT WORTH TX 76181-0018

REQUESTED BY  
TEXAS SURVEYING, INC.

104 S. WALNUT ST.  
WEATHERFORD TX 76088

DATE : 4/9/2021

FEE : \$10.00

PROPERTY DESCRIPTION  
MEADOW PARK ADDN-WHT STLMNT B

LOCK 7 LOT 26

0008508 WYATT DR  
0.1616 ACRES

PROPERTY OWNER  
TUCKER CYNTHIA AND TUCKER DANNY

COWLEY

8508 WYATT DR  
FORT WORTH TX 76103-0454

PAGE 1 OF 1

| YEAR  | TAX UNIT                 | AMOUNT DUE |
|-------|--------------------------|------------|
| 2020  | CITY OF WHITE SETTLEMENT | \$0.00     |
| 2020  | Tarrant County           | \$0.00     |
| 2020  | JPS HEALTH NETWORK       | \$0.00     |
| 2020  | TARRANT COUNTY COLLEGE   | \$0.00     |
| 2020  | WHITE SETTLEMENT ISD     | \$0.00     |
| TOTAL |                          | \$0.00     |

ISSUED TO : TEXAS SURVEYING, INC.

ACCOUNT NUMBER: 00001726432

TOTAL CERTIFIED TAX: \$0.00

As Deputy Tax Assessor/Collector for Tarrant County, I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

 Deputy

TAX CERTIFICATE FOR ACCOUNT : 00001725440

AD NUMBER: 25485 7 30

CERTIFICATE NO : 83335984

COLLECTING AGENCY  
WENDY BURGESS

PO BOX 881018  
FORT WORTH TX 76181-0018

REQUESTED BY  
TEXAS SURVEYING, INC.

104 S. WALNUT ST.  
WEATHERFORD TX 76088

DATE : 4/9/2021

FEE : \$10.00

PROPERTY DESCRIPTION  
MEADOW PARK ADDN-WHT STLMNT B

LOCK 7 LOT 30

0008510 WYATT DR  
0.1668 ACRES

PROPERTY OWNER  
COWLEY DANNY WAYNE

8510 WYATT DR  
FORT WORTH TX 78108

PAGE 1 OF 1

| YEAR  | TAX UNIT                 | AMOUNT DUE |
|-------|--------------------------|------------|
| 2020  | CITY OF WHITE SETTLEMENT | \$0.00     |
| 2020  | Tarrant County           | \$0.00     |
| 2020  | JPS HEALTH NETWORK       | \$0.00     |
| 2020  | TARRANT COUNTY COLLEGE   | \$0.00     |
| 2020  | WHITE SETTLEMENT ISD     | \$0.00     |
| TOTAL |                          | \$0.00     |

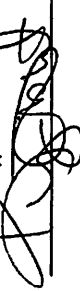
ISSUED TO : TEXAS SURVEYING, INC.

ACCOUNT NUMBER: 00001725440

TOTAL CERTIFIED TAX: \$0.00

As Deputy Tax Assessor/Collector for Tarrant County, I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

 Deputy

State of Texas  
County of Tarrant

Whereas Danny Wayne Cowley, being the sole owners of a certain 0.322 acre tract of land, being all of Lot 29, and Lot 30, Block 7, Meadow Park Addition, an addition to Tarrant County, Texas, according to the plat recorded in Volume 388-B, Page 210, Plat Records, Tarrant County, Texas; being all of those certain tracts conveyed to Danny Wayne Cowley in Document Nos. D208244753 & D219045690, Real Property Records, Tarrant County, Texas; and being further described by metes and bounds as follows:

The following Bearings, Distances, and/or Areas were derived from GNSS observations performed by Texas Surveying, Inc. and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (GRID).

BEGINNING at a found 1/2" Iron rod, being the common south corner of Lot 4 and Lot 5, Block 7, said Meadow Park Addition, same being the northwest corner of said Lot 30 for the northwest and beginning corner of this tract.

THENCE N 89°51'21" E 100.28 feet to a found 60D nail, being the northeast corner of said Lot 29, for the northeast corner of this tract.

THENCE S 00°06'57" E 140.09 feet to a found 1/2" Iron rod in the monumented north right-of-way line of Wyatt Drive (50' wide), being the southeast corner of said Lot 29, for the southeast corner of this tract.

THENCE S 89°51'21" W 100.20 feet with said north line of Wyatt Drive to a found 1/2" Iron rod, for the southwest corner of said Lot 30 and this tract.

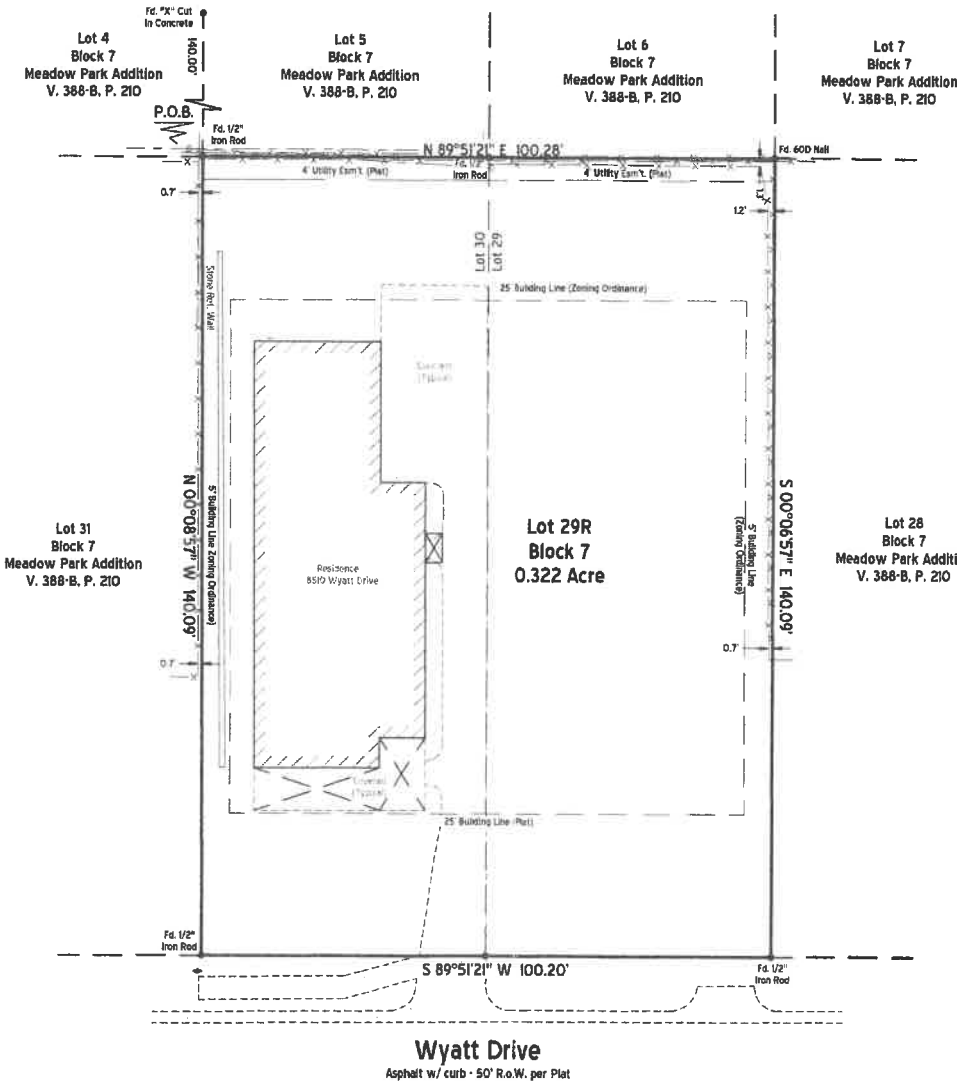
THENCE N 00°08'57" W 140.09 feet to the POINT OF BEGINNING.

Surveyors Certificate

Know All Men By These Presents:

That I, Kyle Rucker, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision.

Kyle Rucker, Registered Professional Land Surveyor No. 6444  
Texas Surveying, Inc. - Weatherford Branch  
104 S. Walnut Street, Weatherford, Texas 76086  
weatherford@txsurveying.com - 817-594-0400  
Field Date: November 20, 2020 - ANO3559-P



Now, Therefore, Know All Men By These Presents:

That \_\_\_\_\_, acting herein by and through its duly authorized officer(s), do(es) hereby adopt this plat designating the herein above described property as Lot 29R, Block 7, MEADOW PARK ADDITION, an addition to the City of White Settlement, Tarrant County, Texas; and do(es) hereby acknowledge and accept all storm drainage runoff coming on and across the property being platted.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of White Settlement, Tarrant County, Texas.

Witness, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Denny Cowley (Owner)

State of Texas

County of \_\_\_\_\_

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed, on behalf of said entities and in the capacities stated.

Given under my hand and seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public in and for the State of Texas

General Notes:

1) Currently this tract appears to be located within one or more of the following areas:

Other Areas of Flood Hazard, Zone "X" - Areas of minimal flood hazard

According to the FIRM Community Panel Map No. 48439C0155K, dated September 25, 2009; for up to date flood hazard information always visit the official FEMA website at [FEMA.gov](http://FEMA.gov).

2) Bearings, Distances, and/or Areas derived from GNSS observations and reflect N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202 (GRID).

3) Underground utilities were not located during this survey. Call 811 and/or Utility Providers before excavation or construction. No permanent buildings or structures shall be constructed over any existing or platted water, sanitary sewer, gas, electric, cable or other utility easement of any type.

4) Before construction please consult all applicable governing entities regarding rules & regulations, that may effect construction on this property, (i.e. architectural control committee, municipal departments, home owners assoc., etc.). No permanent buildings or structures shall be constructed over any existing or platted water, sanitary sewer, gas, electric, cable or other utility easement of any type.

5) Special Notice: Selling a portion of this Addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.

6) No abstract of title or title commitment was provided to this surveyor, record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels, record documents other than those shown on this survey may exist and encumber this property.

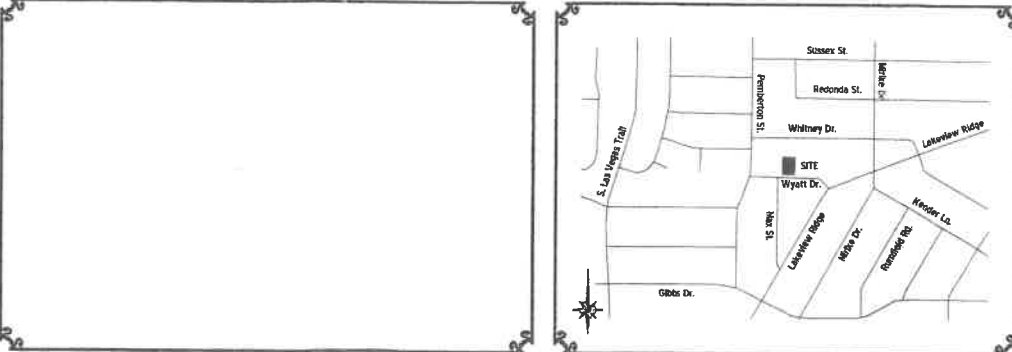
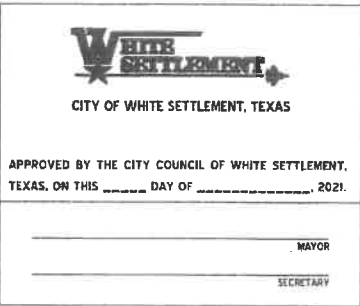
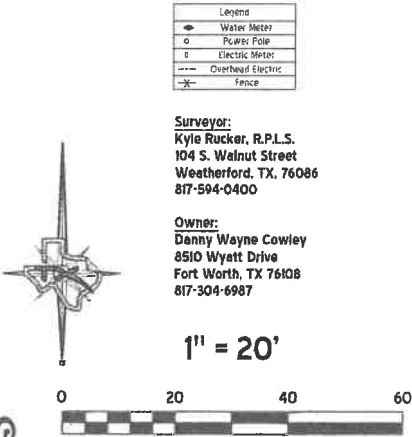
7) Currently this property is zoned R-5, Single Family Residential - 1400 Sq. Ft. House.

8) This Replat does not vacate the previous "Plat of Record" governing the remainder of the subdivision, nor does it amend or remove any deed covenants or restrictions.

City Notes:

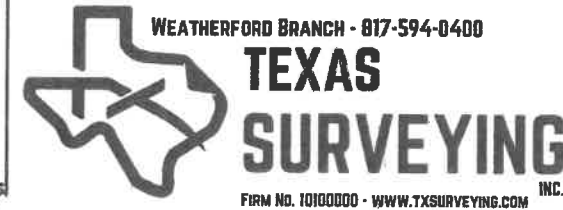
1) The City of White Settlement reserves the right to require additional minimum finished floor elevations on any lot contained within this subdivision. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change.

This plat recorded in Document No.: \_\_\_\_\_ Date: \_\_\_\_ - \_\_\_\_ - \_\_\_\_



REPLAT  
Lot 29R, Block 7  
Meadow Park Addition  
to the City of White Settlement  
Tarrant County, Texas  
BEING a 0.322 acre replat of  
Lot 29 and Lot 30, Block 7, MEADOW PARK ADDITION,  
an addition to Tarrant County, Texas,  
according to the plat recorded in  
Volume 388-B, Page 210, Plat Records, Tarrant County, Texas

May 2021





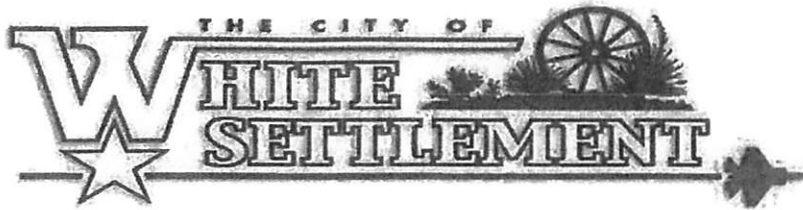
To: City Council

From: Robert Nunley, Building Official

Date: June 1, 2021

Subject: Hold a Public Hearing and consider a re-plat for Lot 1 Block 1 Blackwell Estates situated in the W.M Robinson Survey Abstract more commonly known as 1112 Dell Street, White Settlement Tx.

The property owner is looking to develop this piece of property and in order to do so the property is required to be platted first.



**APPLICATION FOR ZONING CHANGE/DEVELOPMENT PLAN APPROVAL/SPECIFIC USE PERMIT**

Please check the appropriate box below to indicate the type of request you are making and provide all information required to process your request.

☐ Zoning Change      ☐ Development Plan Approval      ☐ Specific Use Permit

☒ Plat

NOTE: Failure to obtain final approval on this case within six months may constitute denial or withdrawal of this case by City Council or Staff without refund of fees.

REQUEST INFORMATION : \_\_\_\_\_

Location: 1112 Dell Street

Subdivision Blackwell Estates Lot No. 1 Block No. 1 Size of Request 0.506

Existing Zoning R6 Requested Zoning/Use Single Family Residential

\*A metes and bounds description must be attached if the request is for;

(A) a portion of a platted lot or (B) not a platted lot.

APPLICANT/OWNER INFORMATION: West River Development

Key Contact Teresa Johnson Telephone No. 817-734-4174 Fax No. \_\_\_\_\_

City Fort Worth State TX Zip 76102

Contact's Status Check one ☒ Owner ☐ Representative

☐ Tenant ☐ Prospective Buyer

The owner's signature is required on this application

This is to certify that; I/We the undersigned, am/are the sole owner(s) of the property described above on the date of this application.

Owner (please print) West River Development Signature \_\_\_\_\_

Address 830 Taylor Street Telephone No. 817-734-4174

City Fort Worth State TX Zip Code 76102

Corporation/Partnership /Owner West River Development

Address 830 Taylor Street Telephone No. 817-734-4174 Fax No. \_\_\_\_\_

City Fort Worth State TX Zip Code 76102

**FOR OFFICE USE ONLY:**

Case No: \_\_\_\_\_ Fee: \_\_\_\_\_ Date: \_\_\_\_\_ P&Z Hearing: \_\_\_\_\_

Zoning Map: \_\_\_\_\_ Tax Map: \_\_\_\_\_ Traffic Study Waiver: \_\_\_\_\_

Drainage Study Waiver Date: \_\_\_\_\_





DATE: 04/29/2021

RE: **Notice of Public Hearing-Hold a Public Hearing and consider a re-plat for Blackwell Estates lot 1 block 1. More commonly known as 1112 Dell St**  
**Planning and Zoning Commission- Tuesday, May 11, 2021**  
**City Council Meeting – Tuesday, June 01, 2021**

Dear Property Owner:

This notice is to advise you that the Planning and Zoning Commission will hold a Public Hearing on Tuesday, May 11, 2021 at 6:30 PM, and the City Council will hold a Public Hearing on Tuesday, June 01, 2021 at 7:00 PM. The hearings will be held at City Hall in the Council Chambers, 214 Meadow Park Drive, White Settlement, Texas. The hearings are to consider the following request:

Request for a re-plat for Blackwell Estates lot 1 block 1. More commonly known as 1112 Dell St.

According to TAD records, you are the owner of property located within two hundred (200) feet of the property for which a hearing, as stated above, has been scheduled.

This is not a summons to appear at the hearing, but is notice of the hearing, and any interested property owner will be given the opportunity to be heard in connection with the proposed item.

Sincerely,

Ann Elias  
Board Secretary  
Planning and Zoning Commission



## TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100  
taxoffice@tarrantcounty.com  
In God We Trust

**WENDY BURGESS**  
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00004080521  
AD NUMBER: A1174 3A 20  
CERTIFICATE NO : 83337336

**COLLECTING AGENCY**

WENDY BURGESS  
PO BOX 961018  
FORT WORTH TX 76161-0018

**REQUESTED BY**

WEST RIVER HOMES BUILDING LLC

830 TAYLOR ST  
FORT WORTH TX 76102

DATE : 4/9/2021

FEE : \$10.00

**PROPERTY DESCRIPTION**

NORTON, D E SURVEY ABSTRACT  
1174 TRACT 3A & A1291 TR 1A

0001112 DELL ST  
0.6834 ACRES

**PROPERTY OWNER**

WEST RIVER HOMES BUILDING LLC

830 TAYLOR ST  
FORT WORTH TX 76102

PAGE 1 OF 1

| YEAR  | TAX UNIT                 | AMOUNT DUE |
|-------|--------------------------|------------|
| 2020  | CITY OF WHITE SETTLEMENT | \$0.00     |
| 2020  | Tarrant County           | \$0.00     |
| 2020  | JPS HEALTH NETWORK       | \$0.00     |
| 2020  | TARRANT COUNTY COLLEGE   | \$0.00     |
| 2020  | WHITE SETTLEMENT ISD     | \$0.00     |
| TOTAL |                          | \$0.00     |

ISSUED TO : WEST RIVER HOMES BUILDING LLC  
ACCOUNT NUMBER: 00004080521  
TOTAL CERTIFIED TAX: \$0.00

As Deputy Tax Assessor/Collector for Tarrant County, I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

A handwritten signature in black ink, appearing to read "M. Jones", written over a horizontal line.

Deputy



## “Letter to Serve”

Date: April 8, 2021

Name: Tim Setnicka

Location: CR 204

Dear Mr. Setnicka,

This letter serves as confirmation of available service from HILCO Electric Cooperative, Inc. for this property. This area is located within a HILCO certified area in which HILCO serves and is subject to our tariffs and line extension policies.

HILCO looks forward to serving the needs of these two parcels.

Sincerely,

Russell Shivers  
Manager of Economic Development  
HILCO Electric Cooperative, Inc.  
502 N. Hill Street  
Itasca, Texas 76055  
(800) 338-6425 ext. 2215 Office  
(254) 687-2738 Fax  
[rshivers@hilco.coop](mailto:rshivers@hilco.coop)

### Notes

1. Basis of Bearings is the Texas State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202.
2. All lot corners are 5/8" capped iron rods set stamped "REALSEARCH" unless noted otherwise.
3. Zoning and building setbacks shown hereon are based on City of White Settlement Subdivision Ordinance.
4. The City of White Settlement reserves the right to require additional minimum finished floor elevations on any lot contained within this subdivision. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change.

### City of White Settlement Approval Block

Approved by the City Council of White Settlement, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

Mayor:

Date

City Secretary

Date

| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING   | DELTA ANGLE |
|-------|----------|------------|--------------|-----------------|-------------|
| C1    | 1847.29' | 134.10'    | 134.09'      | N 01° 53' 03" W | 1° 37' 35"  |

20' TYPICAL  
Setback  
CCF# D220177358  
P.R.T.C.T.

Lot 1, Block 1  
0.506 Acres  
12,227 Square Feet  
Zoning: R-6  
Single Family Residential

West River Homes  
Building, LLC  
CCF# D22015829  
P.R.T.C.T.

Lot 1, Block 2  
Base Addition  
Volume 388-17, Page 365  
P.R.T.C.T.

Lot 5, Block 2  
Base Addition  
Volume 388-17, Page 365  
P.R.T.C.T.

Lot 6, Block 2  
Base Addition  
Volume 388-17, Page 365  
P.R.T.C.T.

Lot 7, Block 2  
Base Addition  
Volume 388-17, Page 365  
P.R.T.C.T.

Lot 18A2, Block 1  
Castberry Baptist  
Church Addition  
CCF# D220177358  
P.R.T.C.T.

Sarah Blackwell  
CCF# D214075641  
D.R.T.C.T.



### Flood Statement

According to Community Panel Number 48439C0165K, dated September 25, 2009, of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property lies within Zone "X" which is not a Special Flood Hazard Area. If this site is not within a Special Flood Hazard Area, this statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights June be increased by man made or natural causes. This statement shall not create liability on the part of the Surveyor.

### LEGAL DESCRIPTION

WHEREAS West River Homes Building, LLC is the sole owner of a 0.506 acre tract of land situated in the W.M. Robinson Survey, Abstract Number 1291, City of White Settlement, Tarrant County, Texas, and being all of a called 0.505 acre tract of land described by deed to West River Homes Building, LLC, recorded in County Clerk's File Number D22015829, Deed Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" IRON ROD FOUND at the southwest corner of said called 0.505 acre tract, same being the northwest corner of Lot 1, Block 2, Base Addition, an addition to the City of White Settlement, according to the plat recorded in Volume 388-17, Page 365, Plat Records, Tarrant County, Texas, and being on the East right-of-way line of Del Street, a 50' right-of-way, and being at the beginning of a curve to the right;

THENCE 34.10 feet, along said East right-of-way line and with said curve to the right, having a radius of 347.29 feet, through a central angle of 05 Degrees 37 Minutes 25 Seconds, whose long chord bears North 01 Degrees 53 Minutes 03 Seconds West, a chord length of 34.09 feet, to a 1/2" IRON ROD FOUND at the northeast corner of said Del Street, a 50' right-of-way, and being at the beginning of a curve to the right;

THENCE North 89 Degrees 21 Minutes 13 Seconds West, departing said East right-of-way line and along the North line of said Del Street, a distance of 49.63 feet, to the upper southwest corner of said called 0.505 acre tract, same being the northwest corner of said Del Street, and being on the East line of Lot 1, Block 1, said Base Addition;

THENCE North 00 Degrees 47 Minutes 19 Seconds West, departing said North line and along the West line of said called 0.505 acre tract, being common with the East line of said Lot 1, Block 1, a distance of 40.81 feet, to a 1/2" IRON ROD FOUND at the northwest corner of said called 0.505 acre tract, same being the northeast corner of said Lot 1, Block 1, and being on the South line of Lot 18A1, Block 1, Castberry Baptist Church Addition, an addition to the City of White Settlement, according to the plat recorded in County Clerk's File Number D220177358, Plat Records, Tarrant County, Texas;

THENCE North 89 Degrees 52 Minutes 47 Seconds East, departing said common line and along the North line of said called 0.505 acre tract, being common with the South line of said Lot 18A1, a distance of 402.90 feet, to a 1/2" CAPPED IRON ROD FOUND STAMPED "TEXAS SURVEYING" at the northeast corner of said called 0.505 acre tract, same being the apparent northwest corner of the remaining portion of that certain tract of land described by deed to Sarah Blackwell, recorded in County Clerk's File Number D214075641, Deed Records, Tarrant County, Texas;

THENCE South 15 Degrees 36 Minutes 53 Seconds East, departing said common line and along the East line of said called 0.505 acre tract, a distance of 37.26 feet, to a 1/2" CAPPED IRON ROD FOUND STAMPED "TEXAS SURVEYING" on the South line of said called 0.505 acre tract, being the northwest corner of Lot 7, Block 2, said Base Addition;

THENCE South 89 Degrees 42 Minutes 45 Seconds West, along the South line of said called 0.505 acre tract, being common with the North line of said Block 2, a distance of 65.46 feet, to a 1/4" IRON ROD FOUND at the northwest corner of Lot 6, said Block 2;

THENCE South 89 Degrees 37 Minutes 14 Seconds West, continuing along said common line, a distance of 89.24 feet, to a 5/8" CAPPED IRON ROD SET STAMPED "REALSEARCH" at the northwest corner of Lot 5, said Block 2;

THENCE South 83 Degrees 28 Minutes 28 Seconds West, continuing along said common line, a distance of 188.93 feet, to the POINT OF BEGINNING, and containing 0.506 acres or 22,037 Square Feet of land, more or less.

### OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS

That West River Homes Building, LLC does hereby adopt the herein described land as LOT 1, BLOCK 1, BLACKWELL ESTATES, an addition to the City of White Settlement, Tarrant County, Texas and does hereby dedicate to the public's use forever the rights-of-way and easements shown hereon.

WITNESS, my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

OWNER: West River Homes Building, LLC

By: \_\_\_\_\_

Name:

Title:

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day appears \_\_\_\_\_ known to me to be the entity whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public in and for the State of Texas

I, \_\_\_\_\_ do hereby acknowledge and accept all storm drainage runoff coming on and across the property being platted.

Signature

Date

### Surveyor's Certification

STATE OF TEXAS  
COUNTY OF JOHNSON

I, Jeremy Luke Deal, Registered Professional Land Surveyor Number 5696, State of Texas, affirm that this plat is true and correct and was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and from other reliable documentation.

Executed this the \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord 2021.

Jeremy Luke Deal  
Registered Professional Land Surveyor  
Texas Registration No. 5696

**PRELIMINARY PLAT OF  
LOT 1, BLOCK 1  
BLACKWELL ESTATES**  
BEING 0.506 acres of land  
Situated in the W.M. Robinson Survey, Abstract  
No. 1291, City of White Settlement, Tarrant  
County, Texas.

LEGEND  
D.R.T.C.T. = Deed Records, Tarrant County, Texas  
P.R.T.C.T. = Plat Records, Tarrant County, Texas  
CCF# = County Clerk's File Number  
IRP = Iron Rod Found  
IRG = 5/8" Capped Iron Rod Set Stamped "Realsearch"

Owner  
West River Homes Building, LLC  
830 Taylor Street  
Fort Worth, TX 76102  
817-646-5113

### REALSEARCH OF TEXAS, LLC

P.O. Box 1005, Godley, Texas 75044  
Ph: 682-200-6050, jdeal@realsearch.org, www.realsearch.org  
\*These shall not remove the neighbor's landowner's deed. 10-14  
TPLS Firm Registration # 10132002 TPLS Firm Registration # 17966

This plat recorded in Document  
Number \_\_\_\_\_ Date \_\_\_\_\_

Project Number: 200545 Date: April 1, 2021  
Revised Date:  
Revision Notes:

Sheet 1 of 1



To: City Council

From: Amy Arnold, City Secretary

Date: June 1, 2021

Subject: Discuss and consider fund amounts for General Fund (01) City Council (501) budget line items 20.231 "*Council Sponsored Events*", 20.232 "*Marketing and Promotional*", 20.233 "*Travel and Training*", 20.234 "*In Sympathy / Memorials*", and 20.237 "*Plaques, Awards, Recognition*" to be submitted to finance for inclusion in the FY 21-22 proposed budget. This is not an item for final approval of these line item fund amounts.

Staff would like council input on specific line items to be submitted to finance for inclusion in the proposed budget.

These line items are historically submitted to finance by staff for presentation to council during the budget approval process, however, staff feels it is appropriate to seek council direction prior to submitting to finance due to the financial effects of the 2020 pandemic and winter storm Uri.

Line items are:

Council Sponsored Events

Marketing & Promotional

Travel & Training

In Sympathy/memorials

Plaques, Awards, and Recognition

BUDGET : DR-DEPARTMENT REQUESTED

FUN00507 : 01 GENERAL FUND

ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 1

| ACCOUNT NO#            | ===== ACCOUNT NAME =====                                                                                              | ANNUAL BUDGET     |
|------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------|
| DEPT NO: 501           | CITY COUNCIL                                                                                                          |                   |
| 01 -501-20-231         | COUNCIL SPONSORED EVENTS                                                                                              | 0.00              |
| Permanent              | CHRISTMAS PARADE, JULY 4TH PARADE, CANDY                                                                              |                   |
| 01 -501-20-232         | MARKETING & PROMOTIONAL SERVIC                                                                                        | 0.00              |
| 01 -501-20-233         | TRAVEL & TRAINING                                                                                                     | 2,360.00          |
| ANNUAL MAYOR BANQUET   | 6                                                                                                                     | 60.00 360.00      |
| TML NEWLY ELECTED CONF | 2                                                                                                                     | 1,000.00 2,000.00 |
| Permanent              | ANNUAL MAYOR BANQUET, TML ANNUAL CONFERENCE, TML QTRLY MEETINGS, TML NEWLY ELECTED CONFERENCE, MISC TRAINING APPROVED |                   |
| 01 -501-20-234         | IN SYMPATHY / MEMORIALS                                                                                               | 600.00            |
| FLOWERS                | 4                                                                                                                     | 150.00 600.00     |
| Permanent              | FUNERAL / HOSIPTAL FOR CITY EMPLOYEES- FLOWERS                                                                        |                   |
| 01 -501-20-237         | PLAQUES, AWARDS & RECOGNITION                                                                                         | 350.00            |
| CITIZEN RECOGNITION    | 1                                                                                                                     | 150.00 150.00     |
| BUSINESS RECOGNITION   | 1                                                                                                                     | 200.00 200.00     |
| Permanent              | CITIZEN RECOGNITION OR BUSINESS RECOGNITION                                                                           |                   |
|                        | PAGE TOTAL:                                                                                                           | 3,310.00          |
|                        | TOTAL:                                                                                                                | 3,310.00          |
|                        | TOTAL EXPENDITURES:                                                                                                   | 3,310.00          |
|                        | NET REVENUES/EXPENDITURES:                                                                                            | 3,310.00          |



To: City Council

From: Amy Arnold, City Secretary

Date: June 1, 2021

Subject: Discuss and consider payment for Ancillary Services and Nodal Basis Adjustment (Storm Recovery Amount) to Gexa Energy, LP. in the amount of \$74,345.32 to be paid through a monthly surcharge; and making a selection of a payment option.

This item is to select an option for payment of the Ancillary Services and Nodal Basis Adjustment (Storm Recovery Amount) to Gexa Energy, LP.



To: City Council

From: Krystal Crump, Finance Director

Date: June 1, 2021

Subject: Discuss and consider a Software Service Agreement between the City and OpenGov, to be for a term of five years, to provide for transparency, budgeting, and stories platforms using ARPA funds.

Staff is recommending implementing Open Gov software to use for financial transparency, budgeting process, and to provide an application for monthly report, capital projects, and other items for increased communication and transparency to the community.

This is a 5 year contract for \$23,900 annually expiring in 2026 with implementation costs of \$37,950. We are recommending using ARPA funds until FY 2023 and then incorporating costs into the general fund operating budget.

# OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

## 1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period for which this Agreement is extended pursuant to Section 7.2.

## 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

### 2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

## 3. RESTRICTIONS AND RESPONSIBILITIES

**3.1 Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

**3.2 Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

#### **4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA**

**4.1 Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

**4.2 Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

**4.3 Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

**4.4 Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

#### **5. CONFIDENTIALITY**

**5.1** Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

**5.2 "Confidential Information"** means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

## 6. PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”.

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes (“**Sales Taxes**”). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov’s net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the “**Initial Term**”).

7.2 Renewal. Unless sooner terminated pursuant to Section 7.3, this Agreement shall terminate upon the expiration of the Initial Term, unless Customer notifies OpenGov no less than thirty (30) days before the end of the Initial Term, thereupon this Agreement shall renew for a period of one (1) year in duration (the “**Renewal Term**” and together with the Initial Term, the “**Term**”).

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement. Additionally, Customer may terminate this Agreement, upon providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement (“**Anniversary**”).

**Date**") upon the occurrence of an Event of Nonappropriation as defined below. An **"Event of Nonappropriation"** occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

#### 7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

### 8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

#### 8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. MISCELLANEOUS

10.1 Logo Use. Subject to the Customer's written approval, OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov. Notwithstanding the foregoing, Customer may provide ten (10) days written notice to OpenGov revoking the aforementioned consent to use the Customer's logos and trade names.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement

will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

**10.7 Assignment.** Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

**10.8 Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

**10.9 Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**10.10 Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Tarrant County, Texas, and the parties hereby submit to the personal jurisdiction and venue therein.

**10.11 Complete Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

## Signatures

**Customer: City of White Settlement, TX**

**OPENGOV, INC.**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



OpenGov Inc.  
6526 Crown Blvd. #41340  
San Jose, CA 95160  
United States

**Created On:** 4/29/2021  
**Order From Expiration:** 6/15/2021  
**Subscription Start Date:** 6/15/2021  
**Subscription End Date:** 6/14/2026

**Prepared By:** Darren Henley  
**Email:** dhenley@opengov.com  
**Contract Term:** 5 Years

| Customer Information      |                                                                      |                                                              |
|---------------------------|----------------------------------------------------------------------|--------------------------------------------------------------|
| <b>Customer:</b>          | City of White Settlement, TX                                         | <b>Contact Name:</b> Krystal Crump                           |
| <b>Bill To/Ship To:</b>   | 214 Meadow Park Drive<br>White Settlement, TX 76108<br>United States | <b>Email:</b> kcrump@wstx.us                                 |
|                           |                                                                      | <b>Billing Contact:</b> Accounts Payable                     |
|                           |                                                                      | <b>Email:</b> accounts payable@wstx.us                       |
| Order Details             |                                                                      |                                                              |
| <b>Billing Frequency:</b> | Annual                                                               | <b>Description:</b> Services listed also available on TX DIR |
| <b>Payment Terms:</b>     | Net Thirty (30) Days                                                 |                                                              |

#### SOFTWARE SERVICES:

| Product / Service                                                                                                                                                                                                               | Start Date | End Date  | Annual Fee  | Total Price  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-------------|--------------|
| Budget & Planning<br><i>Budget Book, Dashboards, Financial Integration, Open Town Hall, Operating &amp; Capital Budgeting, Performance Measures, Reporting &amp; Analytics, Story Builder, Transparency, Workforce Planning</i> | 6/15/2021  | 6/14/2026 | \$23,900.00 | \$119,500.00 |
| <b>Annual Subscription Total:</b>                                                                                                                                                                                               |            |           |             | \$23,900.00  |

#### PROFESSIONAL SERVICES:

| Product / Service                          | Description                                                               | Professional Services Total: | \$37,950.00 |
|--------------------------------------------|---------------------------------------------------------------------------|------------------------------|-------------|
| Professional Services Deployment - Prepaid | Product configuration, setup, and training described in the attached SOW. |                              |             |

#### Billing Table:

| Billing Date  | Amount Due  |                                                                         |
|---------------|-------------|-------------------------------------------------------------------------|
| June 15, 2021 | \$61,850.00 | \$23,900.00 Annual Subscription Fee + \$37,950.00 Professional Services |
| June 15, 2022 | \$23,900.00 |                                                                         |
| June 15, 2023 | \$23,900.00 |                                                                         |
| June 15, 2024 | \$23,900.00 |                                                                         |
| June 15, 2025 | \$23,900.00 |                                                                         |

#### Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6526 Crown Blvd. #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

#### City of White Settlement, TX

Signature:

Name:

Title:

Date:

#### OpenGov, Inc.

Signature:

Name:

Title:

Date:



To: City Council

From: Krystal Crump, Finance Director

Date: June 1, 2021

Subject: Discuss and consider an ordinance amending Ordinance 2020-09-019 to provide for revisions to the City of White Settlement, Texas operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

Staff is proposing a mid-year budget amendment for items not originally approved in the budget. This includes staff and meter supplies for the meter and transmitter replacement costs, capital costs for clyde stormwater engineering costs, and capital costs for curb and gutter for street improvements fund.

Water & Sewer fund will have 348,115 taken out of fund balance.

Stormwater fund will have \$40,000 taken out of fund balance.

Street Improvements fund will have \$155,000 taken out of fund balance.

Staff recommends approval based on the needs of the City and having the funds available.

## **ORDINANCE 2021 - XXXX**

### **AN ORDINANCE AMENDING ORDINANCE 2020-09-019 TO PROVIDE FOR REVISIONS TO THE CITY OF WHITE SETTLEMENT, TEXAS OPERATING BUDGET FOR THE WATER & SEWER FUND, STORMWATER FUND, AND STREET IMPROVEMENT FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, INCREASING COSTS IN THE WATER & SEWER FUND, STORMWATER FUND, AND STREET IMPROVEMENT FUND**

**WHEREAS**, as on September 3, 2019 the City Council of the City of White Settlement, Texas, approved Ordinance No. 2018.09.025 adopting the Operating Budget for the City of White Settlement, Texas, for the fiscal year beginning October 1, 2019 and ending September 30, 2020; and

**WHEREAS**, in addition, the City would like to increase the following departments and accounts in the Water & Sewer Fund for a total of \$348,115:

- Utility Billing (530) – \$32,207
  - Personnel – \$19,127
  - Annual Computer Maintenance - \$13,080
- Meter Tech (531) - \$315,908
  - Personnel – \$86,616
  - Meter Supplies - \$200,125
  - Uniforms - \$1,560
  - Motor Vehicles - \$27,606

**WHEREAS**, in addition, the City would like to increase the Stormwater Fund for stormwater improvements for \$40,000 for Clyde drainage;

**WHEREAS**, in addition, the City would like to increase the Street Improvement Fund for street improvements for \$155,000 for Wilbur curb and gutter;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS:**

#### **Section 1.**

That the 2020-2021 City of White Settlement, Water & Sewer Fund utility billing budget is hereby increased by \$32,207 in expenses.

#### **Section 2.**

That the 2020-2021 City of White Settlement, Water & Sewer Fund meter tech budget is hereby increased by \$315,908 in expenses.

#### **Section 3.**

That the 2020-2021 City of White Settlement, Stormwater Fund stormwater budget is hereby increased by \$40,000 in expenses.

**Section 4.**

That the 2020-2021 City of White Settlement, Street Improvement Fund streets budget is hereby increased by \$155,000 in expenses.

**Section 8.**

That this ordinance be effective immediately upon its passage, and it is accordingly so ordained.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT**  
on this the 1st day of June, 2021.

APPROVED:

\_\_\_\_\_  
Ronald White, Mayor

ATTEST:

\_\_\_\_\_  
Amy Arnold, City Secretary



To: City Council

From: Richard Tharp, Community Services Director

Date: June 1, 2021

Subject: Discuss and Consider awarding the curb and gutter improvements on East Wilbur Street to Reliable Paving.

Staff brings this item to the City Council to consider awarding the curb and gutter improvements to the east block of Wilbur Street in the amount of \$151,586.00 to Reliable Paving. This work is to be done in conjunction with the Tarrant County interlocal agreement street overlay projects. The project will include the installation of new curb and gutter points from Saddle Drive east to the existing Vaquero Street (an ingress/egress for the Saddle Hills East Residential Home Development) and include the Saddle Hills Park parking lot. The County will be installing the roadway. Similar to other CIP projects, the benefits of combining the curb and gutter improvements with the street overlay will

include: providing a “complete streets” improvement to an existing roadway in need of repair, improved stormwater runoff and drainage in a residential neighborhood, reduced roadway degradation due to runoff issues and will create a pleasing aesthetical thoroughfare to and from the new residential addition. The work should be completed by the end of this budget year.



# PROPOSAL

1903 N. Peyco · Arlington, Texas 76001  
Phone (817) 467-0779 · FAX (817) 467-9148

Proposal Number: 77938  
Proposal Date: Dec 28, 2020  
Page: 1

City of White Settlement  
214 Meadow Park Drive  
White Settlement, TX 76108

Attn: Eric Worley  
City of White Settlement  
Wilbur Street  
White Settlement, TX 76108

| Description                                                                                                                                     | Amount            |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>WILBUR STREET FROM SADDLE ROAD TO VAQUERO STREET</b>                                                                                         |                   |
| Excavate subgrade as needed and install 1150 lf of 24" curb and gutter.                                                                         | 46,000.00         |
| Remove and replace 479 sf of existing drive approach.                                                                                           | 5,748.00          |
| <b>WILBUR STREET FROM SADDLE ROAD TO THE PARKING LOT</b>                                                                                        |                   |
| Excavate subgrade as needed and install 1558 lf of 24" curb and gutter.                                                                         | 62,320.00         |
| Remove and replace 509 sf of existing drive approach.                                                                                           | 6,108.00          |
| <b>SADDLE HILLS PARKING LOT</b>                                                                                                                 |                   |
| Excavate and install 348 lf of 6" wide by 18" concrete ribbon.                                                                                  | 15,660.00         |
| Overlay: 5250 Square Feet                                                                                                                       | 15,750.00         |
| Overlay with 2" Type D HMA and compact to 95% density. Overlay areas will be cleaned and a tackcoat applied to insure bonding of the asphalt.   |                   |
| * It is understood and agreed to, that the overlay does not change the contour of the existing pavement and 100% drainage cannot be guaranteed. |                   |
| * Any new asphalt is susceptible to power steering marks. No guarantee on recurring cracks.                                                     |                   |
| <b>Subtotal</b>                                                                                                                                 | <b>151,586.00</b> |
| <b>Sales Tax</b>                                                                                                                                |                   |
| <b>TOTAL PROPOSAL AMOUNT</b>                                                                                                                    | <b>151,586.00</b> |

## I. GENERAL TERMS

Unless Reliable and the customer have expressly agreed that a lump sum fixed price is to be paid, the customer understands that the above quoted sum and quantities are estimated only. If Reliable and the customer have not agreed to such a lump sum fixed price, Reliable will be paid based upon stated prices and actual work performed. Payment is due immediately upon receipt of Reliable's invoice. If Reliable has agreed to the payment of progress draws, then these payments shall be made weekly based on the percentage of work completed by Reliable the previous week. If the work performed by Reliable continues for more than one month, then the customer agrees to make payments on or before the 10th day of the month, based on the work performed in the prior month. Such payments shall be based on the e: All payments to Reliable Paving, Inc shall be made to 1903 N. Peyco Drive Arlington, TX 76001. If the customer fails to remit payment by the due date, interest at the maximum rate allowed by law will accrue on the unpaid balance until the outstanding balance and interest are received by Reliable. If Reliable is required to engage an attorney to collect amounts due hereunder, the customer shall be responsible for reasonable attorney's fees and the cost of collection. The cost of City Permits (if applicable) are not included in the total cost and will be paid by the customer.

## II. RESPONSIBILITIES

Reliable Paving, Inc is dedicated to serving you, the customer. Accordingly, all work is to be completed in a workmanlike manner according to standard practices. However, there are certain situations for which Reliable will not be responsible. Reliable will not be responsible for any delays in the completion of work due to labor strikes, inclement weather, acts of God, or any other events beyond the control of Reliable. Reliable is not responsible for the consequences of soil expansion or other conditions which might affect the work and Reliable shall not be liable for the consequences of undisclosed and/or unknown conditions. The customer is responsible for the provision and maintenance of any necessary insurance. The customer shall be responsible for locating, clearly identifying, and marking all buried utility lines and structures prior to Reliable beginning work. If the customer does clearly mark and identify all utility lines and structures, and Reliable damages any utility line or structure not clearly marked by the customer, through the acceptance of this proposal, the customer agrees to indemnify and to hold Reliable harmless for all claims, including reasonable attorney's fees incurred by Reliable in connection with the defense of such claims. Please note that the State of Texas provides free line location services. This is available by calling 1-877-778-8111 or visiting [www.texas811.org](http://www.texas811.org) or <http://www.texas811.org> made at least 72 hours prior to any excavation. Waiver of Consumer Rights: By executing this contract, the customer agrees to waive his or her rights under the Deceptive Trade Practices-Consumer Protection Act, Section 4. et seq., of the Texas Business & Commerce code.

## III. COMPLETE AGREEMENT

Upon acceptance of this contract, Reliable and the customer agree and understand that this contract represents the full and complete agreement between the parties, including all terms and conditions set forth herein, and that no oral agreement supplements this contract in any way.

ACCEPTED, and made a part of this agreement, on this date, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Reliable Paving, Inc. \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 15 days.

# Untitled Map

Write a description for your map.

#1

Legend  
▲ Saddle Hills Park

Saddle Rd

Waquero St

Wilbur St

Bride Ave

Google Earth

© 2020 Google

300 ft





300 ft

#2

Vaquero St

Saddle Rd

W 1st St

# Untitled Map

Write a description for your map.

# Untitled Map

Write a description for your map.

#3



Legend

Wilbur St

Vaquero St

Saddle Rd



300 ft



To: City Council

From: Amy Arnold, City Secretary

Date: June 1, 2021

Subject: Discuss and consider reappointments to the Economic Development Corporation Board of Directors

- a) Place 3, currently held by Ann Smith, for a new term to expire June 2023;
- b) Place 5, currently held by Pat Wirsing, for a new term to expire June 2023; and
- c) Place 7, currently held by Richard Huff, for a new term to expire June 2023.

This item is to reappoint current EDC Directors who have terms expiring June 2021. These Directors have notified staff that they wish to be reappointed to their position if it is the desire of the Council. Directors being considered have been active participants in previous meetings and workshops of the board.



## **CITY COUNCIL REGULAR MEETING ADDENDUM**

**AN ADDENDUM TO THE AGENDA OF THE CITY COUNCIL MEETING POSTED  
ON MAY 27, 2021 WHITE SETTLEMENT, TEXAS**

**Notice is hereby given of an addendum to the Regular City Council Meeting agenda to be considered by the City Council of White Settlement on Tuesday, June 1, 2021, at 6:30 p.m. at City Hall – Council Chambers 214 Meadow Park Drive, White Settlement, TX 76108, for the purpose of considering the following agenda item:**

Consider an ordinance vacating and abandoning a portion of a utility easement located on Lot 3AR-1, Block 4, Westgate Addition; declaring that such easement is unnecessary for use by the public; and authorizing the city manager to execute a quitclaim deed releasing public ownership, interest, and control.

Notice of this addendum was posted on the 28th day of May, 2021, on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas by 5:00 p.m.

Robert Nunley  
Planning Development  
Building Official

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF WHITE SETTLEMENT, TEXAS,  
VACATING AND ABANDONING CERTAIN DESCRIBED EASEMENT;  
DECLARING THAT SUCH EASEMENT IS UNNECESSARY FOR USE BY  
THE PUBLIC; AUTHORIZING THE CITY MANAGER TO EXECUTE A  
QUITCLAIM DEED; PROVIDING FOR SEVERABILITY; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of White Settlement, Texas is a home rule city acting under its power 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 Council of the City of White Settlement, after careful study and consideration, has determined that a portion of an easement, located in the City of White Settlement, is not being used by, nor is useful or convenient to the public in general; therefore, it constitutes a public charge without a corresponding public benefit, and the public would be better served and benefitted by its vacation and abandonment; and

**WHEREAS**, in order to remove any question as to the continued interest in the easement to be abandoned, the City desires to execute a quitclaim deed releasing and assigning all title and control in the easement to be abandoned to the owners of the estate on which the easement to be abandoned is located.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY  
OF WHITE SETTLEMENT, TEXAS:**

**Section 1:** The City Council finds that a portion of the easement more particularly described in the legal description attached to this Ordinance as Exhibit A, is not being used by, nor useful or convenient to the public in general and that the public would be better served and benefitted by the vacation and abandonment of the easement.

**Section 2:** The City Manager of the City of White Settlement, Texas, is hereby authorized and empowered to execute a quitclaim deed to the underlying real property owner releasing all claims to title, ownership, or control of the easement.

**Section 3:** After the quitclaim deed is executed, the City Secretary is authorized and instructed to file it in the deed records of Tarrant County, Texas.

**Section 4:** In the event any clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of White Settlement, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 5:** This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED** on this the 1st day of June, 2021.

\_\_\_\_\_  
Ronald White, Mayor

**ATTEST:**

\_\_\_\_\_  
Amy Arnold, TRMC, CMC  
City Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Drew Larkin, City Attorney

## **Exhibit “A”**

**METES & BOUNDS DESCRIPTION**  
**WATERLINE EASEMENT ABANDONMENT AREA**

**BEING** a 2,228 square foot (0.0511 acre) tract of land situated in the John Nugent Survey, Abstract No. 1173, City of White Settlement, Tarrant County, Texas, being part of Lot 3AR-1, Block 4, Westgate Addition, an addition to the City of White Settlement according to the plat recorded in Instrument No. D217072269 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

**COMMENCING** at an "+" cut found for the southeast corner of said Lot 3AR-1, being at the intersection of the north right-of-way line of Scott Street, a 44-foot right-of-way, and the west right-of-way line of State Highway Spur 341, a variable width right-of-way;

**THENCE** South 85°51'30" West, along the said north right-of-way line of Scott Street, and along the south line of said Lot 3AR-1, a distance of 239.34 feet to a point;

**THENCE** North 1°22'09" West, departing the said north right-of-way line of Scott Street, and the said south line of Lot 3AR-1, and along the west line of a 10' waterline easement dedicated by the plat filed in Volume 388-209, Page 39, Plat Records, Tarrant County, Texas, a distance of 24.75 feet to the **POINT OF BEGINNING**;

**THENCE** North 1°22'09" West, continuing along the said west line, a distance of 207.94 feet to a point for corner, from which a capped iron rod found for the southeast corner of Lot 3AR-2, said Block 4, bears North 68°40'45" West, a distance of 17.95 feet;

**THENCE** South 89°52'44" East, a distance of 9.81 feet to a point for corner;

**THENCE** North 0°15'56" West, a distance of 6.54 feet to a point for corner;

**THENCE** North 88°15'39" East, a distance of 19.64 feet to a point for corner;

**THENCE** South 1°44'21" East, a distance of 10.00 feet to a point for corner;

**THENCE** South 88°15'39" West, a distance of 19.64 feet to a point for corner;

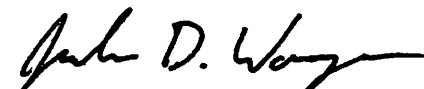
**THENCE** South 1°22'09" East, a distance of 194.74 feet to a point for corner;

**THENCE** South 45°07'30" West, a distance of 13.79 feet to the **POINT OF BEGINNING** and containing 0.0511 acres or 2,228 square feet of land, more or less.

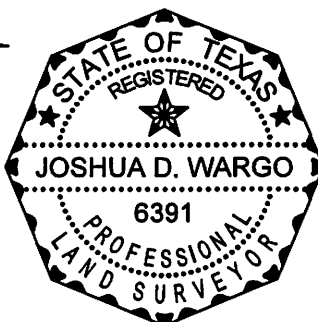
**NOTES**

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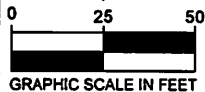
WATERLINE EASEMENT  
ABANDONMENT AREA  
JOHN NUGENT SURVEY  
ABSTRACT NO. 1173  
CITY OF WHITE SETTLEMENT  
TARRANT COUNTY, TEXAS

**Kimley»Horn**

801 Cherry Street, Unit 11, # 1300  
Fort Worth, Texas 76102 FIRM # 10194040

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| N/A   | DMD      | JDW        | 4/28/2021 | 061313001   | 1 OF 2    |



LOT 3AR-2, BLOCK 4  
WESTGATE ADDITION  
INST. NO. D217072269

#### LEGEND

P.O.C. = POINT OF COMMENCING  
P.O.B. = POINT OF BEGINNING  
IRFC = IRON ROD W/CAP FOUND  
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**WATERLINE EASEMENT  
ABANDONMENT AREA**  
**0.0511 ACRES**  
**2,228 SQ. FT.**

LOT 3AR-1, BLOCK 4  
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P.O.B.

10' WATERLINE EASEMENT  
VOL. 388-209, PG. 39 & 40

N1°22'09"W  
24.75'

N1°22'09"W 207.94'

S1°22'09"E 194.74'

10' WATERLINE EASEMENT  
VOL. 388-209, PG. 39 & 40

N68°40'45"W  
17.95'

P.O.C.

10' WATERLINE EASEMENT  
BY SEPARATE INSTRUMENT

XF

S.H. SPUR 341

SCOTT STREET

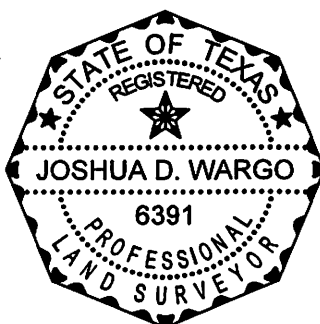
#### NOTES

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| 1" = 50' | DMD      | JDW        | 4/28/2021 | 061313001   | 2 OF 2    |

## QUITCLAIM DEED

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

**KNOW ALL MEN BY THESE PRESENTS:**

That the City Council of the City of White Settlement, Texas, after careful study and consideration, has determined that certain property used for an easement, and hereinafter specifically described, is not being used by, nor useful or convenient to the public in general; therefore, it constitutes a public charge without a corresponding public benefit, the public would be better served and benefitted by its vacation and abandonment, and the City of White Settlement has therefore, by Ordinance No. \_\_\_\_\_, vacated and abandoned the easement. For and in consideration of the above findings and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of White Settlement does hereby bargain, sell, release, vacate, abandon and forever quitclaim unto \_\_\_\_\_ (“Grantee”) and any and all of its heirs, legal representatives or assigns, all of its right, title, and interest in and to the following described real property situated in Tarrant County, Texas, to wit:

A portion of an easement more particularly described on the attached Exhibit “A”.

**TO HAVE AND TO HOLD** all of its right, title and interest in and to the above described property unto the said Grantee, his or her heirs and assigns forever, so that neither Grantor nor its heirs, legal representatives or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF WHITE SETTLEMENT, TEXAS**

By: \_\_\_\_\_  
Jeffrey James, City Manager

## ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Jeffrey James, City Manager of the City of White Settlement, Texas, a municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My Commission Expires:

\_\_\_\_\_  
Type or Print Notary's Name

\_\_\_\_\_

**EXHIBIT "A"**



**METES & BOUNDS DESCRIPTION**  
**WATERLINE EASEMENT ABANDONMENT AREA**

**BEING** a 2,228 square foot (0.0511 acre) tract of land situated in the John Nugent Survey, Abstract No. 1173, City of White Settlement, Tarrant County, Texas, being part of Lot 3AR-1, Block 4, Westgate Addition, an addition to the City of White Settlement according to the plat recorded in Instrument No. D217072269 of the Official Public Records of Tarrant County, Texas, and being more particularly described as follows:

**COMMENCING** at an "+" cut found for the southeast corner of said Lot 3AR-1, being at the intersection of the north right-of-way line of Scott Street, a 44-foot right-of-way, and the west right-of-way line of State Highway Spur 341, a variable width right-of-way;

**THENCE** South 85°51'30" West, along the said north right-of-way line of Scott Street, and along the south line of said Lot 3AR-1, a distance of 239.34 feet to a point;

**THENCE** North 1°22'09" West, departing the said north right-of-way line of Scott Street, and the said south line of Lot 3AR-1, and along the west line of a 10' waterline easement dedicated by the plat filed in Volume 388-209, Page 39, Plat Records, Tarrant County, Texas, a distance of 24.75 feet to the **POINT OF BEGINNING**;

**THENCE** North 1°22'09" West, continuing along the said west line, a distance of 207.94 feet to a point for corner, from which a capped iron rod found for the southeast corner of Lot 3AR-2, said Block 4, bears North 68°40'45" West, a distance of 17.95 feet;

**THENCE** South 89°52'44" East, a distance of 9.81 feet to a point for corner;

**THENCE** North 0°15'56" West, a distance of 6.54 feet to a point for corner;

**THENCE** North 88°15'39" East, a distance of 19.64 feet to a point for corner;

**THENCE** South 1°44'21" East, a distance of 10.00 feet to a point for corner;

**THENCE** South 88°15'39" West, a distance of 19.64 feet to a point for corner;

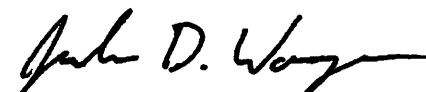
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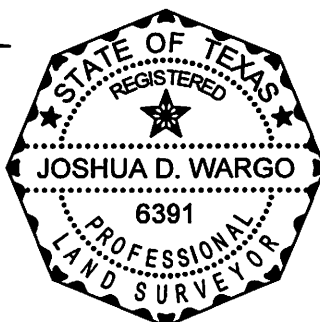
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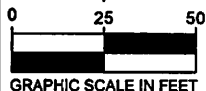
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LOT 3AR-2, BLOCK 4  
WESTGATE ADDITION  
INST. NO. D217072269

#### LEGEND

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10' WATERLINE EASEMENT  
BY SEPARATE INSTRUMENT

P.O.C.

XF

S85°51'30"W 832.10'

239.34'

**SCOTT STREET**

**S.H. SPUR 341**

#### LINE TABLE

| NO. | BEARING     | LENGTH |
|-----|-------------|--------|
| L1  | S89°52'44"E | 9.81'  |
| L2  | N00°15'56"W | 6.54'  |
| L3  | N88°15'39"E | 19.64' |
| L4  | S01°44'21"E | 10.00' |
| L5  | S88°15'39"W | 19.64' |
| L6  | S45°07'30"W | 13.79' |

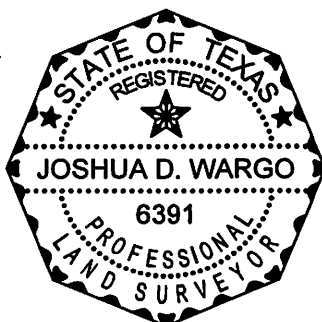
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