



NOTICE OF A PUBLIC MEETING

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

6:30 PM – February 1, 2022

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

The City of 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. Recordings of Planning and Zoning Commission meetings are available for copies beginning on the Tuesday 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

PUBLIC COMMENTS

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

MAYOR / COUNCIL MEMBER PRESENTATIONS:

1. Proclamation in recognition of Black History Month

STAFF PRESENTATIONS:

2. City Manager presentation of items of community interest.
3. 2021 Racial Profiling Report - White Settlement Police Department
4. Presentation by Abel Moreno of Waste Connections regarding trash hauling services.
5. Present Finance with Certificate of Achievement for Excellence in Financial Reporting

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.

6. Approval of City Council meeting minutes for January 4, 2022 and January 11, 2022.
7. Acknowledge receipt of Monthly Financial Statements for FY 21-22 as of November 30, 2021.
8. Acknowledge receipt of Monthly Financial Statements for FY 21-22 as of December 31, 2021.
9. Acknowledge receipt of the Quarterly Investment Report for the period ending December 31, 2021
10. Acknowledge receipt of the 2021 White Settlement Police Department Racial Profiling Report.
11. Approval of a resolution authorizing continued participation with the Atmos Cities Steering Committee (ACSC); and authorizing the payment of five cents (\$0.05) per capita to the ACSC to fund regulatory and related activities related to Atmos Energy Corporation
12. Approval of the Metropolitan Area EMS Authority Board of Directors 2022 ballot selection of Bryce Davis, the sole candidate, to serve on the Board of Directors.

DELIBERATION AGENDA

FINANCIAL:

13. Discuss and consider Fiscal Year 2022-2023 Proposed Budget Calendar, accepting meeting dates and confirming attendance by roll call vote.

PLANNING & DEVELOPMENT:

14. Hold a Public Hearing to consider a re-plat for McDonald Parkside Addition, Lots A-R, Block 1. More commonly known as 9013 Moran St
15. Hold a Public Hearing to consider a re-plat for McDonald Parkside Addition, Lot B, Block 1. More commonly known as 9009 Moran St.

COMMUNITY SERVICES:

16. Discuss and Consider award of RFP 2021-002, Parks Mowing Services, to MG Lawn & Landscape, LLC in the amount of \$117,000.00..
17. Discuss and consider approval of the 2022 WSISD Brewer High School National Art Honor Society Mural Art Wall Project

PUBLIC WORKS:

18. Discuss and consider a Professional Services Agreement (PSA) with Freese and Nichols Inc, (FNI) for Engineering Design, Bidding, Construction and Implementation of Corrosion Control chemical feed equipment at Well site 10 at 1101 Lakeview Ridge in the amount of \$151,007.

PUBLIC SAFETY:

19. Discuss and consider acceptance of a grant from Texas A&M Forest Service in the amount of \$50,000 for Brush Truck Chassis with upfitting for firefighting equipment to be purchased at a later date.

ADMINISTRATIVE:

20. Discuss and consider a Council Chambers Audio/Visual Improvements Project proposal from Digital Resources in the amount of \$165,132.50.
21. Discuss and consider calling a joint workshop between the Economic Development Corporation and the City Council to be held on February 15, 2022, beginning at 6 p.m. The workshop will be to receive financial and operational information relating to Splash Dayz Water Park; and to discuss the continuation or dissolution of the water park.
22. Discuss and consider entering into a service extension agreement with Waste Connections for trash hauling services.
23. Discuss and consider proposals to assist and support the City's procurement of solid waste collection services with private companies.
24. Discuss and Consider a Restated Employment Agreement with Amy Arnold. *This agreement does not make any substantive amendments and the purpose of this agreement is to consolidate all previous amendments into one document.
25. Discuss and Consider a Restated City Manager Agreement with Jeff James. *This agreement does not make any substantive amendments and the purpose of this agreement is to consolidate all previous amendments into one document.

BOARD APPOINTMENTS:

26. Discuss and consider appointments to the following boards for current members who have made a request to be considered for reappointment:
 - a. Board of Adjustment and Appeals (BAA) Place 2, currently held by Ann Smith, with a term to expire February 2024

- b. Board of Adjustment and Appeals (BAA) Place 4, currently held by Mark Simeroth, with a term to expire February 2024.
 - c. Crime Control and Prevention District (CCPD) Place 4, currently held by Faron Young, with a term to expire February 2025.
 - d. Crime Control and Prevention District (CCPD) At-Large, currently held by JoAnn Grammer, with a term to expire February 2025.
 - e. Library Board Place 6, currently held by Johanna Tanori, with a term to expire February 2024.
 - f. Parks and Recreation Place 6, currently held by April McKenzie, with a term to expire February 2025.
 - g. Park and Recreation Board Place 4, currently held by Angela Destro, with a term to expire February 2024
27. Discuss and consider appointments to the following vacant board positions for which an application has been received:
- a. Board of Adjustment and Appeals (BAA) Alternate 1, currently vacant, with a term to expire February 2024.
 - b. Board of Adjustment and Appeals (BAA) Alternate 2, currently vacant, with a term to expire February 2024.
 - c. Library Board Place 7, currently vacant, with a term to expire February 2024.
 - d. Parks and Recreation Place 5, currently vacant, with a term to expire February 2024.
 - e. Parks and Recreation Board Place 7, currently vacant, with a term to expire February 2025.
 - f. Planning and Zoning (P&Z) Place 2, currently vacant, with a term to expire February 2025.
 - g. Planning and Zoning (P&Z) Place 4, currently vacant, with a term to expire February 2023.
28. Discuss and consider appointment to the following board positions for which the current member does not seek reappointment:
- a. Crime Control and Prevention District, (CCPD) Place 5, currently held by Judith Smith, with a term to expire February 2025.
 - b. Library Board Place 5, currently held by Lindsey Walker, with a term to expire February 2024.
 - c. Planning and Zoning (P&Z) Place 1, currently held by Roger Chambers, with a term to expire 2025.

ADJOURNMENT

Notice posted on the 28th day of January, 2022, on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas by 6:00 p.m.

Amy Arnold, TRMC, CMC
City Secretary

City of White Settlement *Proclamation*

By virtue of the authority given to me by the Laws of the State of Texas and by the Charter of the City of White Settlement,

Whereas, Black History Month affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

Whereas, such knowledge can strengthen the insight of all members of our community regarding the issues of human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty,

Now, Therefore, I, Ronald A. White, Mayor of the City of White Settlement, along with my fellow members of the City Council, do hereby proclaim

February 2022

as

"Black History Month"

in the City of White Settlement and urge our residents to join together in making this a period of rededication to the principles of justice and equality for all people.

Witness Whereof, I have set my hand and caused the Seal of the City to be affixed this 1st day of February in the year 2022

Ronald A. White, Mayor

2021 Racial Profiling Report

White Settlement Police Department



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

January 12, 2022
White Settlement City Council
8900 Clifford Street
White Settlement, Texas 76108



Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the White Settlement Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the White Settlement Police Department and are included in this report.

This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the White Settlement Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents. In section 2, the report includes documentation which demonstrates compliance by the White Settlement Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

In section 3, the report includes statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/21 and 12/31/21. In addition, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority, by March 1st of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report contains the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also, in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement) is included. The findings in this report serve as evidence of the White Settlement Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

Table of Contents

Introduction

Letter to Council Members	2
Table of Contents	3

Responding to the Law

Public Education on Filing Compliments and Complaints	4
Racial Profiling Course Number 3256	5
Reports on Compliments and Racial Profiling Complaints	11
Tier 2 Data (Includes tables)	13

Analysis and Interpretation of Data

Tier 2 Motor Vehicle-Related Contact Analysis	23
Comparative Analysis	24
Summary of Findings	26
Checklist	27

Legislative and Administrative Addendum

TCOLE Guidelines	29
The Texas Law on Racial Profiling	34
Modifications to the Original Law	41
Racial and Ethnic Designations	49
The Sandra Bland Act	50
White Settlement Police Department Racial Profiling Policy	65



PUBLIC EDUCATION ON RESPONDING TO COMPLIMENTS AND COMPLAINTS

Informing the Public on the Process of Filing a Compliment or Complaint with the White Settlement Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the White Settlement Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a White Settlement Police officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All White Settlement Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the White Settlement Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of White Settlement has been included in this report.

It is important to recognize that the Chief of the White Settlement Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the White Settlement Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

RACIAL PROFILING
COURSE NUMBER 3256
TEXAS COMMISSION ON LAW ENFORCEMENT
SEPTEMBER 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.





3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
 2. The driver and passengers are questioned about things that do not relate to the traffic violation
 3. The driver and passengers are ordered out of the vehicle
 4. The officers visually check all observable parts of the vehicle
 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
 6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

A close-up, slightly blurred photograph of a stack of colorful folders or binders. The folders are in various colors including blue, orange, and white. A black-bordered text box is superimposed on the upper left portion of the image.

REPORT ON COMPLIMENTS AND RACIAL PROFILING COMPLAINTS

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/21-12/31/21 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

☐

A check above indicates that the White Settlement Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/21-12/31/21.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case
2021-07-07	Officer engaged in racial profiling when he was stopped	Not Sustained

Additional Comments:

TABLES ILLUSTRATING MOTOR VEHICLE-RELATED CONTACTS TIER 2 DATA

TOTAL STOPS: 4,515

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	4,305
US Highway	0
County Road	0
State Highway	42
Private Property	168

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	124
No	4,391

RACE OR ETHNICITY

Alaska Native/American Indian	14
Asian/Pacific Islander	57
Black	816
White	2,660
Hispanic/Latino	968

GENDER

Female Total: 1,909

Alaska Native/American Indian	2
Asian/Pacific Islander	22
Black	339
White	1,146
Hispanic/Latino	400

Male Total: 2,606

Alaska Native/American Indian	12
Asian/Pacific Islander	35
Black	477
White	1,514
Hispanic/Latino	568

REASON FOR STOP?

Violation of Law Total: 54

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	7
White	33
Hispanic/Latino	13

Pre-existing Knowledge Total: 341

Alaska Native/American Indian	2
Asian/Pacific Islander	4
Black	51
White	189
Hispanic/Latino	95

Moving Traffic Violation Total: 2,786

Alaska Native/American Indian	6
Asian/Pacific Islander	44
Black	533
White	1,590
Hispanic/Latino	613

TIER 2 DATA CONTINUED

Vehicle Traffic Violation Total: 1,334

Alaska Native/American Indian	6
Asian/Pacific Islander	8
Black	225
White	848
Hispanic/Latino	247

Contraband (in plain view) Total: 24

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	14
Hispanic/Latino	5

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	14
Asian/Pacific Islander	0	57
Black	37	779
White	100	2,560
Hispanic/Latino	35	933
TOTAL	172	4,343

Probable Cause Total: 86

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	27
White	40
Hispanic/Latino	19

Inventory Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	5
Hispanic/Latino	1

REASON FOR SEARCH?

Consent Total: 47

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	35
Hispanic/Latino	10

Incident to arrest Total: 9

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	6
Hispanic/Latino	0

TIER 2 DATA CONTINUED

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	31	6
White	60	40
Hispanic/Latino	27	8
TOTAL	118	54

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	5	26
White	12	48
Hispanic/Latino	6	21
TOTAL	23	95

DESCRIPTION OF CONTRABAND

Drugs Total: 104

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	30
White	51
Hispanic/Latino	23

Currency Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	0

Weapons Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	1

Alcohol Total: 9

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	5
Hispanic/Latino	1

TIER 2 DATA CONTINUED

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 11

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	8
Hispanic/Latino	3

RESULT OF THE STOP

Verbal Warning Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	1
Hispanic/Latino	0

Written Warning Total: 3,004

Alaska Native/American Indian	13
Asian/Pacific Islander	43
Black	493
White	1,877
Hispanic/Latino	578

Citation Total: 1,464

Alaska Native/American Indian	1
Asian/Pacific Islander	14
Black	311
White	758
Hispanic/Latino	380

Written Warning and Arrest Total: 22

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	9
Hispanic/Latino	6

Citation and Arrest Total: 22

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	15
Hispanic/Latino	4

Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

TIER 2 DATA CONTINUED

ARREST BASED ON

Violation of Penal Code Total: 13

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	5
Hispanic/Latino	5

Violation of Traffic Law Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	5
Hispanic/Latino	2

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 24

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	7
White	14
Hispanic/Latino	3

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	14
Asian/Pacific Islander	0	57
Black	0	816
White	0	2,660
Hispanic/Latino	0	967
TOTAL	0	4,515



TABLES ILLUSTRATING MOTOR VEHICLE RELATED CONTACT DATA



Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	14	1	0	13	0%	0%	0%	0%
Asian/ Pacific Islander	57	14	0	43	1%	1%	0%	1%
Black	816	314	2	500	18%	21%	67%	16%
White	2,660	773	1	1,886	59%	52%	33%	62%
Hispanic/ Latino	968	384	0	584	21%	26%	0%	19%
TOTAL	4,515	1,486	3	3,026	100%	100%	100%	100%

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	1%	5%
Black	18%	14%
White	59%	60%
Hispanic/Latino	21%	19%
TOTAL	100%	

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	0	0	0
Black	37	2	10
White	100	35	24
Hispanic/Latino	35	10	10
TOTAL	172	47	44

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	37	31	6	10	22%	26%	11%	23%
White	100	60	40	24	58%	51%	74%	55%
Hispanic/ Latino	35	27	8	10	20%	23%	15%	23%
TOTAL	172	118	54	44	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/21-12/31/21.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
	1	03/01/21	Data is accurate
	2	06/01/21	Data is accurate
	3	09/01/21	Data is accurate
	4	12/01/21	Data is accurate

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	3	0	0	7	23%	0%	0%	29%
White	5	5	0	14	38%	71%	0%	58%
Hispanic/ Latino	5	2	0	3	38%	29%	0%	13%
TOTAL	13	7	0	24	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	0	0	0%	0%	0%
Black	37	31	84%	22%	26%
White	100	60	60%	58%	51%
Hispanic/Latino	35	27	77%	20%	23%



ANALYSIS AND INTERPRETATION

The Texas legislature, in 2001, passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or an arrest made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it became a requirement that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information has been to determine if police officers, in a particular municipality, are engaging in the practice of racially profiling minority motorists.

In addition, the Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.



As mentioned earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but are were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an attempt to comply with The Texas Racial Profiling/Sandra Bland Law, the White Settlement Police Department commissioned the analysis of its 2021 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2021 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury.

It should be noted that the additional data analysis performed was based on a comparison of the 2021 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the White Settlement Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

The census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the White Settlement Police Department in 2021 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, as noted earlier, the White Settlement Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas Fort-Worth (DFW) Metroplex.

Tier 2 (2021) Motor Vehicle-Related Contact Analysis

When analyzing the enhanced and more detailed Tier 2 data collected in 2021, it was evident that most motor vehicle-related contacts were made with Whites. This was followed by Hispanics. Of those that came in contact with the police, most tickets or citations were issued to Whites; this was followed by Hispanics. In terms of written warnings, most of these were issued to Whites; followed by Hispanics.

Regarding searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches did result in contraband; of those that produced contraband, most were of Whites; this was followed by Blacks. Of the searches that did not produce contraband, most were of Whites. Most arrests were made on Whites. Overall, the department reported no instances where force was used that resulted in bodily injury.

Comparative Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in the Dallas Fort-Worth (DFW) Metroplex who indicated, in the 2020 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of American Indians, Asians, and Whites that came in contact with the police was the same or lower than the percentage of American Indian, Asian, and White households in the Dallas Fort-Worth (DFW) Metroplex that claimed, in the 2020 census, to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics that came in contact with the police than the percentage of Black and Hispanic households in the Dallas Fort-Worth (DFW) Metroplex that claimed, in the 2020 census, to have access to vehicles. It should be noted that the percentage difference of Hispanic contacts with households, was less than 3%; thus, deemed by some as being statistically insignificant.

The analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Hispanics. This means that among all searches performed in 2021, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among Whites.

Summary of Findings

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the White Settlement Police Department has engaged del Carmen Consulting in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 6, the audit performed has shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the White Settlement Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the White Settlement Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2022 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the White Settlement Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

CHECKLIST

The following requirements were met by the White Settlement Police Department in accordance with The Texas Racial Profiling Law:

- ☒ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ☒ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the White Settlement Police Department from engaging in racial profiling.
- ☒ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ☒ Provide public education related to the compliment and complaint process.
- ☒ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ☒ Collect, report and analyze motor vehicle data (Tier 2).
- ☒ Commission Data Audits and a Search Analysis.
- ☒ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ☒ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2022.
- ☒ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

LEGISLATIVE & ADMINISTRATIVE ADDENDUM



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;
(2) an attempted suicide;
(3) a death;
(4) a serious bodily injury, as that term is defined by
Section 1.07, Penal Code;
(5) an assault;
(6) an escape;
(7) a sexual assault; and
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**WHITE SETTLEMENT
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

WHITE SETTLEMENT POLICE DEPARTMENT – GENERAL ORDERS



TITLE: RACIAL / BIASED BASED PROFILING		NUMBER 202.00
SECTION: PROFESSIONAL STANDARDS & CONDUCT		
EFFECTIVE DATE: October 26, 2017		REVIEW DATE: October 18, 2021
☐ NEW ☒ AMENDS		DATE: January 10, 2012

AUTHORITY	STANDARDS REFERENCE	TOTAL PAGES
CHIEF: <i>J.P. Bevering</i>	2.01	4

202.01 PURPOSE

The purpose of this policy is as follows:

- A. To reaffirm the White Settlement Police Department's commitment to unbiased policing in all its encounters between officers and any person.
- B. To reinforce procedures that serve to ensure public confidence and mutual trust through the provision of service in a fair and equitable fashion.
- C. To protect our officers from unwarranted accusation of misconduct when they act within the dictation of departmental policy and the law.

202.02 POLICY

T.B.P. 2.01

It is the policy of the White Settlement Police Department to police in a proactive manner and to aggressively investigate suspected violations of law. Officers shall actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, national origin or any other identifiable group. Officers are strictly prohibited from engaging in racial profiling as defined in this policy and all individuals that are found responsible for this behavior will be disciplined accordingly.

This policy shall not preclude officers from offering assistance, such as one observing a substance leaking from a vehicle, a flat tire or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and information received about the person.

202.03 DEFINITIONS

- A. Racial Profiling – A law enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual's having engaged in criminal activity.
 1. Racial Profiling pertains to persons who are viewed as a suspect or potential suspect of criminal behavior. The term is not relevant as it pertains to witnesses, complaints or other citizen's contacts.
 2. The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. These factors may be legitimate in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching.
 3. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling.

WHITE SETTLEMENT POLICE DEPARTMENT – GENERAL ORDERS

- 4. Police may not use racial or ethnic stereotype as factors in selecting when to stop and search, while police may use race in conjunction with other known factor of the suspect.
- 5. Law enforcement officers may not use racial or ethnic stereotype as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.
- B. Race or Ethnicity – Of a particular decent, including White, Black, Hispanic or Latino, Asian or Pacific Islander, American Indian or Alaskan Native, or Middle Eastern.
- C. Motor Vehicle Stop – An occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

202.04 TRAINING

- T.B.P. 2.01*
- A. Officers are responsible to adhere to all *Texas Commission on Law Enforcement (T.C.O.L.E.)* training and the *Law Enforcement Management Institute of Texas (LEMIT)* requirements as mandated by law.
 - B. All officers shall complete **TCOLE** training and education program on racial profiling no later than the second anniversary of the date the officer is licensed under Chapter 1701 of the **Texas Occupations Code** or the date the officer applies for an intermediate proficiency certificate, which ever date is earlier.
 - C. Officers will be required to complete continuing departmental training every two years on Biased Based Policing as part of the Texas Police Chief's Association Best Practices Recognition Program.

202.05 COMPLAINT INVESTIGATION

- A. The department shall accept complaints from any persons who may feel they have been stopped or searched based on racial, ethnic, or national origin profiling. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
- B. Any employee who receives an allegation of racial profiling, including the officer who initiated the stop shall provide that person with a copy of a personnel complaint form or the department's process for filing a complaint and shall record the person's name, address, and telephone number, and forward the complaint through the appropriate channel. All employees will report allegation of racial profiling to the supervisor before the end of their shift.
- C. All complaints will be made in writing and such complaints shall be reviewed by an investigator who will investigate the complaint within a reasonable period of time.
 - 1. The investigation shall be reduced in writing and any comments or conclusions shall be filed with the Chief.
 - 2. When applicable, any findings and or suggestions for disciplinary action, re-training or changes in policy shall be filed with the Chief.
- D. If a racial profiling complaint is sustained against an officer, it will result in appropriate corrective and / or disciplinary action, up to and including termination.
- E. If there is a department video or audio recording of the events, the department shall provide a copy of this recording to the officer, if requested.

WHITE SETTLEMENT POLICE DEPARTMENT – GENERAL ORDERS

202.06 PUBLIC EDUCATION

- A. This department will inform the public of its policy against racial profiling and the compliment or complaint process. Methods that may be utilized in informing the public are:
 - 1. The news media.
 - 2. Service or civic presentations.
 - 3. Departmental website.
 - 4. Notification on the back of citations and warnings.
 - 5. Handouts and fliers located at the Police Department and City Hall.
- B. The information will include the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued.
- C. Information will be made available when appropriate in English and Spanish.

202.07 CITATION DATA COLLECTION & REPORTING

- A. An officer is required to collect information relating to motor vehicle stops in which a ticket, citation or warning is issued and arrests made as a result of those stops. On the ticket, citation, warning the officer must include:
 - 1. The reason for the stop.
 - 2. The location of the stop.
 - 3. A physical description of any person operating the motor vehicle including:
 - a. The person's gender.
 - b. The person's race or ethnicity.
 - 4. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual.
 - 5. Whether a search was conducted and, if so, whether the individual detained consented to the search.
 - 6. Whether any contraband or other evidence was discovered and a description of the contraband or evidence.
 - 7. The reason for the search including if any contraband or evidence was in plain view, if probable cause existed to perform the search, or if the search was performed as a result of towing the vehicle or arrest of any person.
 - 8. Whether the officer made an arrest as the result of the stop or search including whether the arrest was based on a violation of the Penal Code, traffic law, ordinance, or outstanding warrant and a statement of the offense charged.
 - 9. Whether the officer used physical force that resulted in bodily injury, as defined by Section 1.07, Penal Code, during the stop.
- B. The chief administrator, or his designee, will be responsible for auditing reports described above to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.
- C. The department shall compile and conduct a comparative analysis of the information contained in these individual reports by March 1st of each year for the preceding year.
- D. The department shall submit a report to the City Council and to the Texas Commission on Law Enforcement that includes the information gathered.
- E. This report will not include identifying information about a Peace Officer that makes a stop or about an individual who is stopped or arrested by a Peace Officer.

WHITE SETTLEMENT POLICE DEPARTMENT – GENERAL ORDERS

- F. This report will include a comparative analysis of the information contained in the individual reports in order to:
 - 1. Evaluate and compare the number of motor vehicle stops in regards to a person's race or ethnicity.
 - 2. Examine the disposition of motor vehicle stops categorized according to the race or ethnicity of the person stopped, including any searches resulting from the stop.
 - 3. Evaluate and compare the number of searches resulting from the stop and whether contraband or other evidence was discovered.
 - 4. Information relating to each complaint filed with this department alleging racial profiling.
- G. The department will use this report after reviewing the data to identify any improvements the department could make in its practices and policies.
- H. The data collected as a result of the reporting requirements shall not constitute prima facie evidence of racial profiling.

202.08 USE OF VIDEO / AUDIO RECORDING EQUIPMENT

- A. The Department shall retain the video and/or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop.
- B. If a complaint is filed with the Department alleging that a peace officer has engaged in racial profiling with respect to a motor vehicle stop, the Department shall retain the video and/or audio record of the stop until final disposition of the complaint.
- T.B.P 2.01* C. Supervisors, on a quarterly basis, will review a major portion of at least two random recordings for all officers under their command to ensure proper usage of recording equipment and adherence to established policy and procedures.
 - 1. The review will be documented on a video review log. The following information will be captured on the log:
 - a. Date/Time the review conducted
 - b. Supervisor conducting the review
 - c. Officer being reviewed
 - d. Date/Time of the motor vehicle stop(s) being reviewed
 - e. Number of motor vehicle stops reviewed
 - f. Findings related to the review
 - 2. Minor infractions discovered during the review will be address by the supervisor, including retraining when appropriate. Major infractions will be referred to internal affairs. Disciplinary actions will be addressed in accordance with department policy.
 - 3. Completed logs will be forwarded to the Patrol Lieutenant, who shall maintain a Log Book of all audits conducted for archiving.

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For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting®

817.681.7840

www.texasracialprofiling.com

www.delcarmenconsulting.com

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**City of White Settlement
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morill

Executive Director/CEO

		CITY OF WHITE SETTLEMENT MONTHLY FINANCIALS AS OF NOVEMBER 30, 2021					
01 -GENERAL FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED : 16.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
PROPERTY TAXES	6,441,445.00	582,446.34	786,172.99	-	5,655,272.46	12.20	690,386.12
SALES AND USE TAXES	2,254,200.00	297,333.95	(11,704.56)	(51,000.00)	2,316,904.56	(2.78)	-
FRANCHISE FEES	878,000.00	39,924.73	11,183.66	30,000.00	836,816.34	4.69	28,714.96
LICENSES & PERMITS	317,635.00	47,606.93	110,164.81	-	207,470.31	34.68	53,576.37
CHARGES FOR SERVICES	168,024.00	15,824.30	29,317.75	-	138,706.33	17.45	30,072.00
FINES & FORFEITURES	259,340.00	13,323.09	31,044.50	-	228,295.54	11.97	34,506.02
INTEREST INCOME	90,000.00	3,865.11	8,423.72	-	81,576.28	9.36	18,436.12
OTHER REVENUE	92,465.00	8,993.73	9,949.02	-	82,516.06	10.76	3,339.87
TRANSFERS	1,618,463.00	140,359.42	277,588.34	-	1,340,874.22	17.15	231,283.57
TOTAL REVENUES	12,119,572.00	1,149,677.60	1,252,140.23	(21,000.00)	10,888,432.10	10.16	1,090,315.03
EXPENDITURE SUMMARY							
CITY COUNCIL							
PERSONNEL	7,981.00	-	-	-	7,980.75	-	-
MATERIALS & SUPPLIES	524.00	-	-	-	524.00	-	-
CONTRACTUAL SERVICES	254,499.00	10,240.29	11,157.85	172,284.71	71,056.84	72.08	23,926.20
TOTAL CITY COUNCIL	263,004.00	10,240.29	11,157.85	172,284.71	79,561.59	69.75	23,926.20
CITY MANAGER'S OFFICE							
PERSONNEL	275,032.00	21,246.17	37,211.13	-	237,821.02	13.53	33,050.49
MATERIALS & SUPPLIES	1,350.00	-	-	-	1,350.00	-	-
CONTRACTUAL SERVICES	18,276.00	1,783.00	2,810.00	-	15,466.00	15.38	-
RESERVES	97,526.00	-	-	-	97,526.00	-	-
TOTAL CITY MANAGER'S OFFICE	392,184.00	23,029.17	40,021.13	-	352,163.02	10.20	33,050.49

CITY SECRETARY							
PERSONNEL	146,955.00	9,244.57	16,330.94	-	130,624.21	11.11	16,611.21
MATERIALS & SUPPLIES	810.00	-	1.26	-	808.83	0.16	3.90
CONTRACTUAL SERVICES	27,210.00	4,112.63	4,630.55	3,168.00	19,411.45	28.66	7,518.99
TOTAL CITY SECRETARY	174,975.00	13,357.20	20,962.75	3,168.00	150,844.49	13.79	24,134.10
HUMAN RESOURCES							
PERSONNEL	137,990.00	11,167.12	18,958.21	-	119,031.56	13.74	15,437.14
MATERIALS & SUPPLIES	2,800.00	294.60	308.86	-	2,491.14	11.03	13.10
CONTRACTUAL SERVICES	82,401.00	6,868.30	10,157.29	45,955.60	26,288.11	68.10	12,084.50
TOTAL HUMAN RESOURCES	223,191.00	18,330.02	29,424.36	45,955.60	147,810.81	33.77	27,534.74
MIS							
PERSONNEL	163,317.00	12,569.25	22,092.17	-	141,225.11	13.53	22,817.43
MATERIALS & SUPPLIES	1,250.00	-	281.37	-	968.63	22.51	-
CONTRACTUAL SERVICES	172,658.00	12,228.84	23,120.56	6,847.50	142,689.94	17.36	9,014.42
TOTAL MIS	337,225.00	24,798.09	45,494.10	6,847.50	284,883.68	15.52	31,831.85
CITY MARSHAL							
PERSONNEL	88,917.00	5,977.21	10,640.43	-	78,276.34	11.97	18,683.26
MATERIALS & SUPPLIES	10,724.00	1,206.77	2,251.60	2,755.60	5,716.78	46.69	436.90
CONTRACTUAL SERVICES	31,683.00	1,382.66	9,566.14	5,843.59	16,272.93	48.64	8,997.67
TOTAL CITY MARSHAL	131,323.00	8,566.64	22,458.17	8,599.19	100,266.05	23.65	28,117.83
FINANCE							
PERSONNEL	483,452.00	37,156.75	67,121.81	-	416,330.56	13.88	64,073.95
MATERIALS & SUPPLIES	6,381.00	40.00	295.46	-	6,085.54	4.63	328.97
CONTRACTUAL SERVICES	36,127.00	1,250.00	3,763.97	41,853.15	(9,490.12)	126.27	10,843.80
TOTAL FINANCE	525,960.00	38,446.75	71,181.24	41,853.15	412,925.98	21.49	75,246.72
MUNICIPAL COURT							
PERSONNEL	94,434.00	7,539.76	14,511.00	-	79,922.61	15.37	11,926.41
MATERIALS & SUPPLIES	7,444.00	336.20	657.11	-	6,786.89	8.83	331.40
CONTRACTUAL SERVICES	70,547.00	7,718.70	8,490.91	48,877.00	13,179.09	81.32	11,396.25
TOTAL MUNICIPAL COURT	172,425.00	15,594.66	23,659.02	48,877.00	99,888.59	42.07	23,654.06
PURCHASING							
PERSONNEL	70,751.00	6,457.70	11,002.03	-	59,749.41	15.55	10,431.00
MATERIALS & SUPPLIES	600.00	-	7.33	-	592.67	1.22	9.05
CONTRACTUAL SERVICES	12,114.00	-	44.25	-	12,069.75	0.37	1,581.20
TOTAL PURCHASING	83,465.00	6,457.70	11,053.61	-	72,411.83	13.24	12,021.25

MEDIA							
PERSONNEL	65,170.00	5,169.88	9,169.20	-	56,000.68	14.07	9,197.60
MATERIALS & SUPPLIES	4,600.00	-	-	-	4,600.00	-	-
CONTRACTUAL SERVICES	74,472.00	4,000.00	8,000.00	52,422.04	14,049.96	81.13	6,000.00
TOTAL MEDIA	144,242.00	9,169.88	17,169.20	52,422.04	74,650.64	48.25	15,197.60
CODE COMPLIANCE							
PERSONNEL	124,323.00	5,007.48	9,057.33	-	115,265.80	7.29	-
MATERIALS & SUPPLIES	7,164.00	135.53	334.07	1,419.00	5,410.93	24.47	164.19
CONTRACTUAL SERVICES	50,406.00	962.89	3,052.70	721.18	46,632.12	7.49	1,120.91
TOTAL CODE COMPLIANCE	181,893.00	6,105.90	12,444.10	2,140.18	167,308.85	8.02	1,285.10
MUNICIPAL FACILITIES							
PERSONNEL	63,613.00	4,952.35	8,975.13	-	54,638.33	14.11	9,055.64
MATERIALS & SUPPLIES	10,670.00	332.67	448.92	537.00	9,683.96	9.24	163.47
CONTRACTUAL SERVICES	19,821.00	1,353.10	1,848.44	4,561.38	13,410.70	32.34	1,341.20
TOTAL MUNICIPAL FACILITIES	94,104.00	6,638.12	11,272.49	5,098.38	77,732.99	17.40	10,560.31
STREETS							
PERSONNEL	245,166.00	16,218.02	30,076.59	-	215,089.26	12.27	24,854.76
MATERIALS & SUPPLIES	135,658.00	6,360.17	6,935.87	4,365.23	124,356.93	8.33	6,309.54
CONTRACTUAL SERVICES	175,327.00	13,410.38	18,458.04	114,044.64	42,823.98	75.57	36,390.79
TOTAL STREETS	556,151.00	35,988.57	55,470.50	118,409.87	382,270.17	31.26	67,555.09
PLANNING & DEVELOPMENT							
PERSONNEL	208,313.00	16,273.31	29,325.41	-	178,987.31	14.08	29,004.86
MATERIALS & SUPPLIES	5,276.00	656.95	785.25	623.58	3,867.17	26.70	137.83
CONTRACTUAL SERVICES	83,798.00	11,723.13	14,593.63	45,364.28	23,840.05	71.55	17,936.81
TOTAL PLANNING & DEVELOPMENT	297,387.00	28,653.39	44,704.29	45,987.86	206,694.53	30.50	47,079.50
POLICE ADMINISTRATION							
PERSONNEL	232,766.00	14,276.64	38,234.81	-	194,531.66	16.43	101,926.89
MATERIALS & SUPPLIES	89,583.00	5,244.25	12,688.84	50,114.68	26,779.48	70.11	6,116.11
CONTRACTUAL SERVICES	196,720.00	27,943.21	62,962.05	68,291.57	65,466.73	66.72	25,300.40
CAPITAL OUTLAY	26,200.00	-	-	26,200.00	-	100.00	-
TOTAL POLICE ADMINISTRATION	545,270.00	47,464.10	113,885.70	144,606.25	286,777.87	47.41	133,343.40
POLICE PATROL							
PERSONNEL	3,426,503.00	258,824.51	481,294.88	-	2,945,208.54	14.05	352,893.84
TOTAL POLICE PATROL	3,426,503.00	258,824.51	481,294.88	-	2,945,208.54	14.05	352,893.84

ANIMAL CONTROL							
PERSONNEL	129,750.00	9,866.14	17,780.13	-	111,970.10	13.70	14,390.12
MATERIALS & SUPPLIES	26,337.00	325.46	628.00	902.45	24,806.55	5.81	330.52
CONTRACTUAL SERVICES	49,464.00	2,193.74	4,074.12	21,154.56	24,235.17	51.00	5,285.40
TOTAL ANIMAL CONTROL	205,551.00	12,385.34	22,482.25	22,057.01	161,011.82	21.67	20,006.04
FIRE DEPT							
PERSONNEL	1,660,658.00	119,918.70	240,705.44	-	1,419,952.97	14.49	133,408.64
MATERIALS & SUPPLIES	173,671.00	3,868.37	11,731.26	40,992.35	120,947.71	30.36	9,182.33
CONTRACTUAL SERVICES	230,782.00	24,252.12	33,014.59	46,898.82	150,868.91	34.63	59,070.10
CAPITAL OUTLAY	78,986.00	-	-	-	78,986.00	-	-
TOTAL FIRE DEPT	2,144,098.00	148,039.19	285,451.29	87,891.17	1,770,755.59	17.41	201,661.07
DISPATCH							
PERSONNEL	546,667.00	36,472.58	55,003.74	-	491,663.25	10.06	-
CONTRACTUAL SERVICES	82,443.00	-	34,974.20	-	47,469.00	42.42	-
TOTAL DISPATCH	629,110.00	36,472.58	89,977.94	-	539,132.25	14.30	-
LIBRARY							
PERSONNEL	162,389.00	13,432.86	23,956.12	-	138,433.25	14.75	23,851.81
MATERIALS & SUPPLIES	41,370.00	1,533.56	1,633.80	-	39,736.20	3.95	665.37
CONTRACTUAL SERVICES	71,676.00	4,350.94	18,062.26	31,806.50	21,807.38	69.58	17,993.86
TOTAL LIBRARY	275,436.00	19,317.36	43,652.18	31,806.50	199,976.83	27.40	42,511.04
SENIOR SERVICES							
PERSONNEL	120,573.00	8,389.63	15,201.90	-	105,370.82	12.61	9,855.07
MATERIALS & SUPPLIES	20,952.00	139.24	287.77	1,952.90	18,711.41	10.69	53.51
CONTRACTUAL SERVICES	62,381.00	1,512.27	2,699.27	21,429.46	38,252.63	38.68	1,172.86
TOTAL SENIOR SERVICES	203,906.00	10,041.14	18,188.94	23,382.36	162,334.86	20.39	11,081.44
RECREATION							
PERSONNEL	127,877.00	6,629.73	11,666.44	-	116,210.27	9.12	11,397.45
MATERIALS & SUPPLIES	25,670.00	62.14	374.44	-	25,295.56	1.46	3,897.09
CONTRACTUAL SERVICES	55,012.00	5,096.45	9,927.67	21,558.52	23,525.83	57.24	10,210.09
TOTAL RECREATION	208,559.00	11,788.32	21,968.55	21,558.52	165,031.66	20.87	25,504.63
PARKS MAINTENANCE							
PERSONNEL	260,184.00	21,554.50	38,151.16	-	222,032.61	14.66	37,280.33
MATERIALS & SUPPLIES	117,374.00	6,156.50	12,112.91	2,027.98	103,233.11	12.05	8,566.57
CONTRACTUAL SERVICES	281,276.00	24,398.28	31,973.64	170,076.64	79,226.08	71.83	25,463.29
TOTAL PARKS MAINTENANCE	658,834.00	52,109.28	82,237.71	172,104.62	404,491.80	38.60	71,310.19

NON-DEPARTMENTAL							
MATERIALS & SUPPLIES	8,821.00	628.04	1,653.72	2,407.24	4,759.72	46.04	2,851.80
CONTRACTUAL SERVICES	235,955.00	45,566.38	53,671.48	107,847.71	74,435.51	68.45	58,018.32
TRANSFERS	2,253,288.00	-	1,663,727.00	-	589,561.00	73.84	-
TOTAL NON-DEPARTMENTAL	2,498,063.00	46,194.42	1,719,052.20	110,254.95	668,756.23	73.23	60,870.12
TOTAL EXPENDITURES	14,372,860.00	888,012.62	3,294,664.45	1,165,304.86	9,912,890.67	31.03	1,340,376.61
REVENUE OVER/(UNDER) EXPENDITURES	(2,253,288.00)	261,664.98	(2,042,524.22)	(1,186,304.86)	975,541.43	143.29	(250,061.58)

02 - WATER & SEWER FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 16.67	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
UTILITY CHARGES FOR SERV	9,518,035.00	778,153.19	1,190,136.15	-	8,327,898.73	12.50	1,251,203.76
INTEREST INCOME	90,000.00	3,316.91	7,027.80	-	82,972.20	7.81	22,193.02
OTHER REVENUE	5,000.00	713.35	3,972.68	-	1,027.24	79.45	854.54
TOTAL REVENUES	9,613,035.00	782,183.45	1,201,136.63	-	8,411,898.17	12.49	1,274,251.32
EXPENDITURE SUMMARY							
UTILITY BILLING							
PERSONNEL	256,889.00	13,015.69	34,262.33	-	222,626.88	13.34	28,554.55
MATERIALS & SUPPLIES	39,000.00	2,592.82	5,220.44	30,000.00	3,779.56	90.31	2,357.10
CONTRACTUAL SERVICES	200,384.00	11,838.63	18,110.27	175,743.84	6,529.65	96.74	22,333.25
CAPITAL OUTLAY	-	-	-	-	-	-	39,735.60
TOTAL UTILITY BILLING	496,273.00	27,447.14	57,593.04	205,743.84	232,936.09	53.06	92,980.50
METER TECHNICIAN							
PERSONNEL	403,108.00	16,027.70	30,689.50	-	372,418.07	7.61	27,658.56
MATERIALS & SUPPLIES	1,054,530.00	1,560.03	15,652.71	310,610.00	728,267.29	30.94	73,906.32
CONTRACTUAL SERVICES	23,017.00	10,442.81	11,641.41	2,992.92	8,383.03	63.58	4,400.25
TOTAL METER TECHNICIAN	1,480,655.00	28,030.54	57,983.62	313,602.92	1,109,068.39	25.10	105,965.13
WATER DISTRIBUTION							
PERSONNEL	326,191.00	20,817.01	39,959.77	-	286,231.25	12.25	57,307.96
MATERIALS & SUPPLIES	143,432.00	13,810.06	14,681.57	4,700.00	124,050.47	13.51	10,120.18
CONTRACTUAL SERVICES	1,884,861.00	220,239.09	224,908.92	1,301,870.38	358,081.63	81.00	165,922.38
CAPITAL OUTLAY	-	-	-	-	-	-	30,500.47
TOTAL WATER DISTRIBUTION	2,354,484.00	254,866.16	279,550.26	1,306,570.38	768,363.35	67.37	263,850.99

WASTEWATER COLLECTION							
PERSONNEL	254,594.00	9,743.94	21,992.90	-	232,601.00	8.64	34,882.25
MATERIALS & SUPPLIES	97,858.00	5,155.43	5,866.53	7,349.99	84,641.52	13.51	2,642.40
CONTRACTUAL SERVICES	2,098,568.00	11,207.49	12,248.10	1,590,762.76	495,557.63	76.39	87,008.88
CAPITAL OUTLAY	-	-	-	-	-	-	5,490.00
TOTAL WASTEWATER COLLECTION	2,451,020.00	26,106.86	40,107.53	1,598,112.75	812,800.15	66.84	130,023.53
SANITATION							
CONTRACTUAL SERVICES	766,000.00	63,108.33	63,108.33	378,000.00	324,891.67	57.59	125,282.25
TOTAL SANITATION	766,000.00	63,108.33	63,108.33	378,000.00	324,891.67	57.59	125,282.25
ENVIRONMENTAL							
PERSONNEL	151,461.00	12,494.67	17,717.71	-	133,743.22	11.70	-
MATERIALS & SUPPLIES	4,909.00	60.32	60.32	3,000.00	1,848.52	62.34	-
CONTRACTUAL SERVICES	59,663.00	64.37	76.37	676.18	58,910.01	1.26	-
TOTAL ENVIRONMENTAL	216,032.00	12,619.36	17,854.40	3,676.18	194,501.75	9.97	-
WATER & SEWER DEBT SVC							
CONTRACTUAL SERVICES	5,000.00	-	-	1,575.00	3,425.00	31.50	-
DEBT SERVICE	499,800.00	-	(14,831.25)	105,025.00	409,606.25	18.05	(16,512.50)
TOTAL WATER & SEWER DEBT SVC	504,800.00	-	(14,831.25)	106,600.00	413,031.25	18.18	(16,512.50)
NON-DEPARTMENTAL							
PERSONNEL	514,407.00	36,739.18	71,178.64	-	443,228.76	13.84	57,392.03
MATERIALS & SUPPLIES	144,434.00	13,356.95	17,511.63	22,989.29	103,933.04	28.04	4,916.85
CONTRACTUAL SERVICES	884,198.00	68,562.45	132,149.66	45,591.36	706,457.42	20.10	84,775.33
CAPITAL OUTLAY	344,500.00	37,531.00	37,531.00	20,439.99	286,529.01	16.83	-
TRANSFERS	6,787,912.00	-	6,326,921.00	-	460,991.26	93.21	-
TOTAL NON-DEPARTMENTAL	8,675,452.00	156,189.58	6,585,291.93	89,020.64	2,001,139.49	76.93	147,084.21
TOTAL EXPENDITURES	16,944,717.00	568,367.97	7,086,657.86	4,001,326.71	5,856,732.14	65.44	848,674.11
REVENUE OVER/(UNDER) EXPENDITURES	(7,331,682.00)	213,815.48	(5,885,521.23)	(4,001,326.71)	2,555,166.03	134.85	425,577.21

07 -SPLASH DAYZ FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 16.67	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
WATER PARK ADMISSIONS	564,000.00	9,268.29	10,878.29	-	553,121.71	1.93	248.86
WATER PARK RENTALS	41,000.00	-	-	-	41,000.00	-	-
CONVENTION CENTER	23,500.00	2,525.00	3,325.00	-	20,174.96	14.15	-
CONCESSIONS	118,500.00	-	230.00	-	118,270.00	0.19	200.00
OTHER REVENUE	14,250.00	325.50	325.50	-	13,924.50	2.28	(1.25)
OTHER REVENUE	-	0.09	476.09	-	(476.09)	-	-
TRANSFERS	782,061.00	-	200,000.00	-	582,061.00	25.57	200,000.00
TOTAL REVENUES	1,543,311.00	12,118.88	215,234.88	-	1,328,076.08	13.95	200,447.61
EXPENDITURE SUMMARY							
SPLASH DAYZ							
PERSONNEL	115,738.00	3,469.96	5,000.46	-	110,737.56	4.32	13,387.01
MATERIALS & SUPPLIES	10,125.00	-	-	240.00	9,885.00	2.37	-
CONTRACTUAL SERVICES	279,213.00	20,396.31	23,804.67	180,745.24	74,663.24	73.26	17,753.36
TOTAL SPLASH DAYZ	405,076.00	23,866.27	28,805.13	180,985.24	195,285.80	51.79	31,140.37
CONVENTION CENTER							
PERSONNEL	33,285.00	4,836.18	9,205.11	-	24,079.52	27.66	10,616.52
MATERIALS & SUPPLIES	24,200.00	260.70	260.70	-	23,939.30	1.08	924.30
CONTRACTUAL SERVICES	62,896.00	4,274.65	4,884.69	94,850.00	(36,838.73)	158.57	6,873.61
TOTAL CONVENTION CENTER	120,381.00	9,371.53	14,350.50	94,850.00	11,180.09	90.71	18,414.43
FACILITY SERVICES							
PERSONNEL	132,926.00	8,646.53	14,288.76	-	118,637.24	10.75	10,570.60
MATERIALS & SUPPLIES	153,739.00	59.64	128.66	(69.02)	153,679.60	0.04	78.94
CONTRACTUAL SERVICES	317,320.00	20,294.18	21,918.50	196,388.76	99,012.78	68.80	7,952.72
CAPITAL OUTLAY	6,300.00	-	-	-	6,300.00	-	-
TOTAL FACILITY SERVICES	610,285.00	29,000.35	36,335.92	196,319.74	377,629.62	38.12	18,602.26

FOOD & BEVERAGE							
PERSONNEL	44,915.00	-	-	-	44,915.31	-	-
MATERIALS & SUPPLIES	47,200.00	-	325.18	-	46,874.82	0.69	374.69
TOTAL FOOD & BEVERAGE	92,115.00	-	325.18	-	91,790.13	0.35	374.69
LIFEGUARDS							
PERSONNEL	224,570.00	-	-	-	224,570.11	-	-
CONTRACTUAL SERVICES	4,150.00	-	-	-	4,150.00	-	-
TOTAL LIFEGUARDS	228,720.00	-	-	-	228,720.11	-	-
FRONT GATE							
PERSONNEL	53,610.00	-	-	-	53,609.53	-	-
MATERIALS & SUPPLIES	9,400.00	-	-	-	9,400.00	-	-
CONTRACTUAL SERVICES	1,500.00	-	-	-	1,500.00	-	-
TOTAL FRONT GATE	64,510.00	-	-	-	64,509.53	-	-
CASH CONTROL							
PERSONNEL	16,564.00	-	-	-	16,563.85	-	-
MATERIALS & SUPPLIES	500.00	-	-	-	500.00	-	-
TOTAL CASH CONTROL	17,064.00	-	-	-	17,063.85	-	-
EMT							
MATERIALS & SUPPLIES	5,160.00	-	-	-	5,160.00	-	-
TOTAL EMT	5,160.00	-	-	-	5,160.00	-	-
TOTAL EXPENDITURES	1,543,311.00	62,238.15	79,816.73	472,154.98	991,339.13	35.77	68,531.75
REVENUE OVER/(UNDER) EXPENDITURES	-	(50,119.27)	135,418.15	(472,154.98)	336,736.95	(4,025.00)	131,915.86

08 -CRIME DIST SPECIAL REV FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 16.67	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
SALES AND USE TAXES	1,075,000.00	140,550.80	(6,146.85)	-	1,081,146.81	(0.57)	-
INTEREST INCOME	3,500.00	245.19	549.12	-	2,950.80	15.69	973.79
OTHER REVENUE	57,000.00	-	-	-	57,000.00	-	30.00
TOTAL REVENUES	1,135,500.00	140,795.99	(5,597.73)	-	1,141,097.61	(0.49)	1,003.79
EXPENDITURE SUMMARY							
CRIME DISTRICT							
MATERIALS & SUPPLIES	52,820.00	2,635.00	3,003.14	11,111.38	38,705.61	26.72	539.59
CONTRACTUAL SERVICES	547,032.00	14,521.55	146,300.27	9,426.15	391,305.59	28.47	172,084.18
TRANSFERS	751,275.00	62,606.21	125,212.42	-	626,062.22	16.67	127,561.84
TOTAL CRIME DISTRICT	1,351,127.00	79,762.76	274,515.83	20,537.53	1,056,073.42	21.84	300,185.61
TOTAL EXPENDITURES	1,351,127.00	79,762.76	274,515.83	20,537.53	1,056,073.42	21.84	300,185.61
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	61,033.23	(280,113.56)	(20,537.53)	85,024.19	139.43	(299,181.82)

08 - CRIME DIST SPECIAL REV							
					% OF YEAR COMPLETED	: 16.67	
	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 SALES TAX	1,075,000.00	140,550.80	(6,146.85)	-	1,081,146.81	(0.57)	-
TOTAL SALES AND USE TAXES	1,075,000.00	140,550.80	(6,146.85)	-	1,081,146.81	(0.57)	-
INTEREST INCOME							
400-60-601 INTEREST INCOME	3,500.00	245.19	549.12	-	2,950.80	15.69	(973.79)
TOTAL INTEREST INCOME	3,500.00	245.19	549.12	-	2,950.80	15.69	973.79
OTHER REVENUE							
400-70-701 MISCELLANEOUS REVENUE	-	-	-	-	-	-	(30.00)
400-70-724 SALE OF ENTERPRISE ASSET	57,000.00	-	-	-	57,000.00	-	-
TOTAL OTHER REVENUE	57,000.00	-	-	-	57,000.00	-	30.00
TOTAL REVENUE	1,135,500.00	140,795.99	(5,597.73)	-	1,141,097.61	(0.49)	1,003.79
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
DEPARTMENTAL EXPENDITURES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
MATERIALS & SUPPLIES							
551-10-109 MISC MATERIALS & SUPPLIES	915.00	-	-	-	915.00	-	-
551-10-111 AMMUNITION	4,850.00	919.00	919.00	1,740.38	2,190.62	54.83	-
551-10-113 UNIFORMS	34,170.00	1,716.00	2,084.14	9,371.00	22,714.99	33.52	539.59
551-10-118 TOOLS & EQUIPMENT < 5,000	12,885.00	-	-	-	12,885.00	-	-
TOTAL MATERIALS & SUPPLIES	52,820.00	2,635.00	3,003.14	11,111.38	38,705.61	26.72	539.59

CONTRACTUAL SERVICES							
551-20-214 OTHER PROFESSIONAL SERVICES	51,690.00	3,665.00	14,394.00	-	37,296.00	27.85	11,453.00
551-20-219 CELL PHONES/AIR CARDS	5,931.00	-	684.30	-	5,246.95	11.54	-
551-20-221 ANNUAL COMPUTER MAINTENANCE	49,045.00	-	37,949.00	-	11,096.00	77.38	37,800.00
551-20-222 ENTERPRISE VEHICLE MAINTENANC	1,152.00	99.00	198.00	960.00	(6.00)	100.52	228.00
551-20-223 VEHICLE MAINTENANCE/REPAIRS	53,250.00	(5,454.88)	5,830.49	8,466.15	38,953.36	26.85	1,289.90
551-20-224 EQUIPMENT MAINTENANCE/REPAIRS	56,746.00	1,347.71	1,347.71	-	55,398.29	2.37	33,792.00
551-20-228 INSURANCE	140.00	-	-	-	140.00	-	-
551-20-233 TRAVEL & TRAINING	23,820.00	200.00	733.00	-	23,087.00	3.08	4,645.25
551-20-242 CONTRIBUTE TO OTHER AGENCIES	9,600.00	-	3,200.00	-	6,400.00	33.33	3,200.00
551-20-245 ADMIN COST TO GENERAL FUND	53,750.00	7,027.54	12,656.52	-	41,093.52	23.55	9,502.57
551-20-246 PAYMENT PLAN - TASERS	9,504.00	-	-	-	9,504.00	-	-
551-20-247 PAYMENT PLAN - RADIOS	54,033.00	-	54,032.89	-	0.11	100.00	54,929.98
551-20-253 COMPUTER RELATED EQUIP < \$5K	4,045.00	-	-	-	4,045.00	-	-
551-20-254 ENTERPRISE LEASE	174,326.00	7,637.18	15,274.36	-	159,051.36	8.76	15,243.48
TOTAL CONTRACTUAL SERVICES	547,032.00	14,521.55	146,300.27	9,426.15	391,305.59	28.47	172,084.18
TRANSFERS							
551-70-701 TRANSFER TO GENERAL FUND	751,275.00	62,606.21	125,212.42	-	626,062.22	16.67	127,561.84
TOTAL TRANSFERS	751,275.00	62,606.21	125,212.42	-	626,062.22	16.67	127,561.84
TOTAL CRIME DISTRICT	1,351,127.00	79,762.76	274,515.83	20,537.53	1,056,073.42	21.84	300,185.61
TOTAL EXPENDITURES	1,351,127.00	79,762.76	274,515.83	20,537.53	1,056,073.42	21.84	300,185.61
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	61,033.23	(280,113.56)	(20,537.53)	85,024.19	139.43	(299,181.82)

23 -STORM WATER UTILITY FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED : 16.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
UTILITY CHARGES FOR SERV	578,100.00	49,598.60	74,964.47	-	503,135.53	12.97	73,859.83
INTEREST INCOME	10,800.00	698.50	1,514.12	-	9,285.88	14.02	4,169.26
TOTAL REVENUES	588,900.00	50,297.10	76,478.59	-	512,421.41	12.99	78,029.09
EXPENDITURE SUMMARY							
STORM WATER UTILITY							
PERSONNEL	294,919.00	25,745.06	46,989.01	-	247,930.37	15.93	41,914.86
MATERIALS & SUPPLIES	32,805.00	1,439.49	2,296.43	8,450.89	22,057.68	32.76	1,062.33
CONTRACTUAL SERVICES	155,587.00	7,058.18	33,818.50	111,111.09	10,657.68	93.15	15,681.06
CAPITAL OUTLAY	328,431.00	-	-	-	328,431.00	-	-
TRANSFERS	113,782.00	9,481.84	18,963.68	-	94,818.40	16.67	14,299.68
TOTAL STORM WATER UTILITY	925,525.00	43,724.57	102,067.62	119,561.98	703,895.13	23.95	72,957.93
TOTAL EXPENDITURES	925,525.00	43,724.57	102,067.62	119,561.98	703,895.13	23.95	72,957.93
REVENUE OVER/(UNDER) EXPENDITURES	(336,625.00)	6,572.53	(25,589.03)	(119,561.98)	(191,473.72)	43.12	5,071.16

		CITY OF WHITE SETTLEMENT					
		MONTHLY FINANCIALS					
		AS OF DECEMBER 31, 2021					
01 -GENERAL FUND							
FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 25.00	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
PROPERTY TAXES	6,441,445.00	2,398,838.00	3,185,010.99	-	3,256,434.46	49.45	3,192,614.71
SALES AND USE TAXES	2,254,200.00	229,577.64	217,873.08	(51,000.00)	2,087,326.92	7.40	179,766.04
FRANCHISE FEES	878,000.00	164,087.89	175,271.55	25,000.00	677,728.45	22.81	179,038.89
LICENSES & PERMITS	317,635.00	24,152.10	134,316.91	-	183,318.21	42.29	76,714.19
CHARGES FOR SERVICES	168,024.00	13,100.18	42,417.93	-	125,606.15	25.25	39,099.98
FINES & FORFEITURES	259,340.00	15,493.92	46,538.42	-	212,801.62	17.94	44,864.73
INTEREST INCOME	90,000.00	4,353.08	12,776.80	-	77,223.20	14.20	29,306.75
OTHER REVENUE	92,465.00	5,897.60	15,846.62	45.00	76,573.46	17.19	323,342.33
TRANSFERS	1,618,463.00	137,300.98	414,889.32	-	1,203,573.24	25.63	346,051.37
TOTAL REVENUES	12,119,572.00	2,992,801.39	4,244,941.62	(25,955.00)	7,900,585.71	34.81	4,410,798.99
EXPENDITURE SUMMARY							
CITY COUNCIL							
PERSONNEL	7,981.00	5.98	5.98	-	7,974.77	0.07	31.36
MATERIALS & SUPPLIES	524.00	190.14	190.14	-	333.86	36.29	-
CONTRACTUAL SERVICES	254,499.00	44,331.21	55,489.06	152,284.71	46,725.63	81.64	53,655.71
TOTAL CITY COUNCIL	263,004.00	44,527.33	55,685.18	152,284.71	55,034.26	79.07	53,687.07
CITY MANAGER'S OFFICE							
PERSONNEL	275,032.00	22,900.14	60,111.27	-	214,920.88	21.86	52,323.03
MATERIALS & SUPPLIES	1,350.00	131.97	131.97	-	1,218.03	9.78	3.00
CONTRACTUAL SERVICES	18,276.00	1,785.99	4,595.99	-	13,680.01	25.15	-
RESERVES	97,526.00	-	-	-	97,526.00	-	-
TOTAL CITY MANAGER'S OFFICE	392,184.00	24,818.10	64,839.23	-	327,344.92	16.53	52,326.03

CITY SECRETARY							
PERSONNEL	146,955.00	8,620.78	24,951.72	-	122,003.43	16.98	24,783.82
MATERIALS & SUPPLIES	810.00	113.65	114.91	-	695.18	14.18	3.90
CONTRACTUAL SERVICES	27,210.00	1,405.04	6,035.59	2,816.00	18,358.41	32.53	12,564.44
TOTAL CITY SECRETARY	174,975.00	10,139.47	31,102.22	2,816.00	141,057.02	19.38	37,352.16
HUMAN RESOURCES							
PERSONNEL	137,990.00	10,621.02	29,579.23	-	108,410.54	21.44	22,542.35
MATERIALS & SUPPLIES	2,800.00	54.15	363.01	-	2,436.99	12.96	159.14
CONTRACTUAL SERVICES	82,401.00	4,935.08	15,092.37	41,406.40	25,902.23	68.57	13,204.50
TOTAL HUMAN RESOURCES	223,191.00	15,610.25	45,034.61	41,406.40	136,749.76	38.73	35,905.99
MIS							
PERSONNEL	163,317.00	11,743.30	33,835.47	-	129,481.81	20.72	34,040.92
MATERIALS & SUPPLIES	1,250.00	36.46	317.83	-	932.17	25.43	-
CONTRACTUAL SERVICES	172,658.00	6,009.38	29,129.94	22,416.75	121,111.31	29.85	10,262.92
TOTAL MIS	337,225.00	17,789.14	63,283.24	22,416.75	251,525.29	25.41	44,303.84
CITY MARSHAL							
PERSONNEL	80,963.00	6,808.92	17,449.35	-	63,513.42	21.55	34,345.63
MATERIALS & SUPPLIES	14,724.00	3,217.08	5,468.68	2,500.00	6,755.30	54.12	745.74
CONTRACTUAL SERVICES	35,637.00	6,013.75	15,579.89	5,399.76	14,657.01	58.87	11,870.13
TOTAL CITY MARSHAL	131,323.00	16,039.75	38,497.92	7,899.76	84,925.73	35.33	46,961.50
FINANCE							
PERSONNEL	483,452.00	36,270.91	103,392.72	-	380,059.65	21.39	98,130.46
MATERIALS & SUPPLIES	6,381.00	601.09	896.55	-	5,484.45	14.05	537.05
CONTRACTUAL SERVICES	36,127.00	6,383.94	10,147.91	35,853.15	(9,874.06)	127.33	11,193.80
TOTAL FINANCE	525,960.00	43,255.94	114,437.18	35,853.15	375,670.04	28.57	109,861.31
MUNICIPAL COURT							
PERSONNEL	94,434.00	6,948.78	21,459.78	-	72,973.83	22.72	17,599.87
MATERIALS & SUPPLIES	7,444.00	600.40	1,257.51	-	6,186.49	16.89	477.20
CONTRACTUAL SERVICES	70,547.00	6,354.99	14,845.90	42,314.00	13,387.10	81.02	15,565.68
TOTAL MUNICIPAL COURT	172,425.00	13,904.17	37,563.19	42,314.00	92,547.42	46.33	33,642.75
PURCHASING							
PERSONNEL	70,751.00	5,379.11	16,381.14	-	54,370.30	23.15	15,123.97
MATERIALS & SUPPLIES	600.00	34.67	42.00	-	558.00	7.00	9.05
CONTRACTUAL SERVICES	12,114.00	1,712.02	1,756.27	-	10,357.73	14.50	1,581.20
TOTAL PURCHASING	83,465.00	7,125.80	18,179.41	-	65,286.03	21.78	16,714.22

MEDIA							
PERSONNEL	65,170.00	5,143.01	14,312.21	-	50,857.67	21.96	13,694.72
MATERIALS & SUPPLIES	4,600.00	765.93	765.93	-	3,834.07	16.65	-
CONTRACTUAL SERVICES	74,472.00	4,299.88	12,299.88	48,422.04	13,750.08	81.54	12,000.00
TOTAL MEDIA	144,242.00	10,208.82	27,378.02	48,422.04	68,441.82	52.55	25,694.72
CODE COMPLIANCE							
PERSONNEL	124,323.00	4,497.88	13,555.21	-	110,767.92	10.90	-
MATERIALS & SUPPLIES	7,164.00	468.56	802.63	1,300.00	5,061.37	29.35	280.31
CONTRACTUAL SERVICES	50,406.00	2,071.61	5,124.31	651.11	44,630.58	11.46	3,171.00
TOTAL CODE COMPLIANCE	181,893.00	7,038.05	19,482.15	1,951.11	160,459.87	11.78	3,451.31
MUNICIPAL FACILITIES							
PERSONNEL	63,613.00	5,720.93	14,696.06	-	48,917.40	23.10	14,417.85
MATERIALS & SUPPLIES	10,670.00	1,251.28	1,700.20	550.00	8,419.68	21.09	190.19
CONTRACTUAL SERVICES	19,821.00	1,773.36	3,621.80	4,471.30	11,727.42	40.83	2,459.86
TOTAL MUNICIPAL FACILITIES	94,104.00	8,745.57	20,018.06	5,021.30	69,064.50	26.61	17,067.90
STREETS							
PERSONNEL	245,166.00	22,145.92	52,222.51	-	192,943.34	21.30	42,243.89
MATERIALS & SUPPLIES	135,658.00	4,111.85	11,047.72	4,000.00	120,610.31	11.09	35,594.75
CONTRACTUAL SERVICES	175,327.00	15,346.35	33,804.39	105,442.06	36,080.21	79.42	38,920.95
TOTAL STREETS	556,151.00	41,604.12	97,074.62	109,442.06	349,633.86	37.13	116,759.59
PLANNING & DEVELOPMENT							
PERSONNEL	208,313.00	15,778.49	45,103.90	-	163,208.82	21.65	43,641.51
MATERIALS & SUPPLIES	5,276.00	1,468.42	2,253.67	600.00	2,422.33	54.09	305.49
CONTRACTUAL SERVICES	83,798.00	5,193.57	19,787.20	44,294.10	19,716.66	76.47	27,577.93
TOTAL PLANNING & DEVELOPMENT	297,387.00	22,440.48	67,144.77	44,894.10	185,347.81	37.67	71,524.93
POLICE ADMINISTRATION							
PERSONNEL	232,766.00	11,866.66	50,101.47	-	182,665.00	21.52	152,177.61
MATERIALS & SUPPLIES	89,583.00	10,500.57	23,189.41	46,000.00	20,393.59	77.23	10,314.87
CONTRACTUAL SERVICES	196,720.00	76,320.49	139,282.54	55,458.50	1,979.31	98.99	86,676.80
CAPITAL OUTLAY	26,200.00	-	-	26,200.00	-	100.00	-
TOTAL POLICE ADMINISTRATION	545,270.00	98,687.72	212,573.42	127,658.50	205,037.90	62.40	249,169.28
POLICE PATROL							
PERSONNEL	3,426,503.00	307,815.42	789,110.30	-	2,637,393.12	23.03	599,834.96
TOTAL POLICE PATROL	3,426,503.00	307,815.42	789,110.30	-	2,637,393.12	23.03	599,834.96

ANIMAL CONTROL							
PERSONNEL	129,750.00	11,103.02	28,883.15	-	100,867.08	22.26	27,342.14
MATERIALS & SUPPLIES	26,337.00	2,163.32	2,791.32	850.00	22,695.68	13.83	542.28
CONTRACTUAL SERVICES	49,464.00	7,119.66	11,193.78	19,970.80	18,299.27	63.00	10,404.07
TOTAL ANIMAL CONTROL	205,551.00	20,386.00	42,868.25	20,820.80	141,862.03	30.98	38,288.49
FIRE DEPT							
PERSONNEL	1,660,658.00	144,199.36	384,904.80	-	1,275,753.61	23.18	289,251.49
MATERIALS & SUPPLIES	173,671.00	17,933.81	29,665.07	40,158.03	103,848.22	40.20	16,959.51
CONTRACTUAL SERVICES	230,782.00	36,974.75	69,989.34	46,673.33	114,119.65	50.55	76,880.89
CAPITAL OUTLAY	78,986.00	-	-	13,066.20	65,919.80	16.54	-
TOTAL FIRE DEPT	2,144,098.00	199,107.92	484,559.21	99,897.56	1,559,641.28	27.26	383,091.89
DISPATCH							
PERSONNEL	546,667.00	36,713.45	91,717.19	-	454,949.80	16.78	-
CONTRACTUAL SERVICES	82,443.00	-	34,974.20	-	47,469.00	42.42	-
TOTAL DISPATCH	629,110.00	36,713.45	126,691.39	-	502,418.80	20.14	-
LIBRARY							
PERSONNEL	162,389.00	12,312.57	36,268.69	-	126,120.68	22.33	35,749.20
MATERIALS & SUPPLIES	41,370.00	3,807.53	5,441.33	-	35,928.67	13.15	1,360.28
CONTRACTUAL SERVICES	71,676.00	7,891.23	25,953.49	29,086.75	16,635.90	76.79	24,936.61
TOTAL LIBRARY	275,436.00	24,011.33	67,663.51	29,086.75	178,685.25	35.13	62,046.09
SENIOR SERVICES							
PERSONNEL	120,573.00	9,189.44	24,391.34	-	96,181.38	20.23	18,813.56
MATERIALS & SUPPLIES	20,952.00	1,862.76	2,150.53	1,800.00	17,001.55	18.86	99.51
CONTRACTUAL SERVICES	62,381.00	7,592.43	10,291.70	19,846.65	32,243.01	48.31	4,922.37
CAPITAL OUTLAY	-	-	-	-	-	-	14,057.00
TOTAL SENIOR SERVICES	203,906.00	18,644.63	36,833.57	21,646.65	145,425.94	28.68	37,892.44
RECREATION							
PERSONNEL	127,877.00	9,543.94	21,210.38	-	106,666.33	16.59	19,701.49
MATERIALS & SUPPLIES	25,670.00	1,533.25	1,907.69	-	23,762.31	7.43	3,989.69
CONTRACTUAL SERVICES	55,012.00	7,536.98	17,464.65	20,686.64	16,860.73	69.35	14,706.00
TOTAL RECREATION	208,559.00	18,614.17	40,582.72	20,686.64	147,289.37	29.38	38,397.18
PARKS MAINTENANCE							
PERSONNEL	260,184.00	20,254.48	58,405.64	-	201,778.13	22.45	61,121.37
MATERIALS & SUPPLIES	117,374.00	8,167.31	20,280.22	1,800.00	95,293.78	18.81	13,348.00
CONTRACTUAL SERVICES	281,276.00	43,809.65	75,783.29	151,279.38	54,213.69	80.73	55,308.51
TOTAL PARKS MAINTENANCE	658,834.00	72,231.44	154,469.15	153,079.38	351,285.60	46.68	129,777.88

NON-DEPARTMENTAL							
MATERIALS & SUPPLIES	8,821.00	958.85	2,612.57	2,363.93	3,844.18	56.42	3,133.61
CONTRACTUAL SERVICES	235,955.00	26,726.55	80,398.03	102,897.69	52,658.98	77.68	80,915.20
CAPITAL OUTLAY	-	-	-	-	-	-	306,444.08
TRANSFERS	2,253,288.00	-	1,663,727.00	-	589,561.00	73.84	-
TOTAL NON-DEPARTMENTAL	2,498,063.00	27,685.40	1,746,737.60	105,261.62	646,064.16	74.14	390,492.89
TOTAL EXPENDITURES	14,372,860.00	1,107,144.47	4,401,808.92	1,092,859.28	8,878,191.78	38.23	2,594,244.42
REVENUE OVER/(UNDER) EXPENDITURES	(2,253,288.00)	1,885,656.92	(156,867.30)	(1,118,814.28)	(977,606.07)	56.61	1,816,554.57
					FUND BALANCE AVAILABLE:		15,276,913.10

02 - WATER & SEWER FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 25.00	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
UTILITY CHARGES FOR SERV	9,518,035.00	761,678.54	1,951,814.69	60.00	7,566,160.19	20.51	2,298,182.59
INTEREST INCOME	90,000.00	3,592.85	10,620.65	-	79,379.35	11.80	34,941.65
OTHER REVENUE	5,000.00	264.45	4,237.13	(12.00)	774.79	84.50	11,349.03
TOTAL REVENUES	9,613,035.00	765,535.84	1,966,672.47	48.00	7,646,314.33	20.46	2,344,473.27
EXPENDITURE SUMMARY							
UTILITY BILLING							
PERSONNEL	256,889.00	14,720.27	48,982.60	-	207,906.61	19.07	42,614.64
MATERIALS & SUPPLIES	39,000.00	3,098.85	8,319.29	27,000.00	3,680.71	90.56	6,946.69
CONTRACTUAL SERVICES	200,384.00	22,037.73	40,148.00	152,100.84	8,134.92	95.94	28,133.56
CAPITAL OUTLAY	-	-	-	-	-	-	41,329.16
TOTAL UTILITY BILLING	496,273.00	39,856.85	97,449.89	179,100.84	219,722.24	55.73	119,024.05
METER TECHNICIAN							
PERSONNEL	403,108.00	16,862.67	47,552.17	-	355,555.40	11.80	45,581.06
MATERIALS & SUPPLIES	1,054,530.00	305,343.02	320,995.73	8,000.00	725,534.27	31.20	74,226.83
CONTRACTUAL SERVICES	23,017.00	4,802.08	16,443.49	2,469.72	4,104.15	82.17	5,643.09
TOTAL METER TECHNICIAN	1,480,655.00	327,007.77	384,991.39	10,469.72	1,085,193.82	26.71	125,450.98
WATER DISTRIBUTION							
PERSONNEL	326,191.00	25,678.77	65,638.54	-	260,552.48	20.12	92,207.95
MATERIALS & SUPPLIES	143,432.00	6,002.32	20,683.89	5,000.00	117,748.15	17.91	14,294.93
CONTRACTUAL SERVICES	1,884,861.00	126,654.61	351,563.53	1,223,609.89	309,687.51	83.57	195,020.14
CAPITAL OUTLAY	-	-	-	-	-	-	61,625.47
TOTAL WATER DISTRIBUTION	2,354,484.00	158,335.70	437,885.96	1,228,609.89	687,988.14	70.78	363,148.49

WASTEWATER COLLECTION							
PERSONNEL	254,594.00	13,637.32	35,630.22	-	218,963.68	13.99	53,800.79
MATERIALS & SUPPLIES	97,858.00	877.04	6,743.57	7,000.00	84,114.47	14.04	7,938.95
CONTRACTUAL SERVICES	2,098,568.00	87,879.50	100,127.60	1,459,609.43	538,831.46	74.32	91,927.21
CAPITAL OUTLAY	-	-	-	-	-	-	7,602.50
TOTAL WASTEWATER COLLECTION	2,451,020.00	102,393.86	142,501.39	1,466,609.43	841,909.61	65.65	161,269.45
SANITATION							
CONTRACTUAL SERVICES	766,000.00	63,141.54	126,249.87	315,000.00	324,750.13	57.60	125,482.25
TOTAL SANITATION	766,000.00	63,141.54	126,249.87	315,000.00	324,750.13	57.60	125,482.25
ENVIRONMENTAL							
PERSONNEL	151,461.00	11,923.81	29,641.52	-	121,819.41	19.57	-
MATERIALS & SUPPLIES	4,909.00	304.86	365.18	2,750.00	1,793.66	63.46	-
CONTRACTUAL SERVICES	59,663.00	21,147.23	21,223.60	431.80	38,007.16	36.30	-
TOTAL ENVIRONMENTAL	216,032.00	33,375.90	51,230.30	3,181.80	161,620.23	25.19	-
WATER & SEWER DEBT SVC							
CONTRACTUAL SERVICES	5,000.00	-	-	1,575.00	3,425.00	31.50	-
DEBT SERVICE	499,800.00	-	(14,831.25)	105,025.00	409,606.25	18.05	(16,512.50)
TOTAL WATER & SEWER DEBT SVC	504,800.00	-	(14,831.25)	106,600.00	413,031.25	18.18	(16,512.50)
NON-DEPARTMENTAL							
PERSONNEL	514,407.00	39,073.44	110,252.08	-	404,155.32	21.43	88,683.95
MATERIALS & SUPPLIES	149,422.00	14,922.79	32,434.42	26,677.98	90,309.54	39.56	9,575.66
CONTRACTUAL SERVICES	884,198.00	98,467.60	230,617.26	41,117.90	612,463.28	30.73	149,115.79
CAPITAL OUTLAY	339,512.00	25,000.15	62,531.15	13,620.50	263,360.37	22.43	57,401.59
TRANSFERS	6,787,912.00	-	6,326,921.00	-	460,991.26	93.21	-
TOTAL NON-DEPARTMENTAL	8,675,452.00	177,463.98	6,762,755.91	81,416.38	1,831,279.77	78.89	304,776.99
TOTAL EXPENDITURES	16,944,717.00	901,575.60	7,988,233.46	3,390,988.06	5,565,495.19	67.15	1,182,639.71
REVENUE OVER/(UNDER) EXPENDITURES	(7,331,682.00)	(136,039.76)	(6,021,560.99)	(3,390,940.06)	2,080,819.14	128.38	1,161,833.56
					FUND BALANCE AVAILABLE:		11,408,975.15

07 -SPLASH DAYZ							
FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 25.00	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
REVENUE SUMMARY							
WATER PARK ADMISSIONS	564,000.00	5,144.09	16,022.38	-	547,977.62	2.84	5,094.31
WATER PARK RENTALS	41,000.00	-	-	-	41,000.00	-	-
CONVENTION CENTER	23,500.00	8,525.00	11,850.00	-	11,649.96	50.43	-
CONCESSIONS	118,500.00	-	230.00	-	118,270.00	0.19	200.00
OTHER REVENUE	14,250.00	177.75	503.25	-	13,746.75	3.53	38.75
OTHER REVENUE	-	-	476.09	31.00	(507.09)	-	0.09
TRANSFERS	782,061.00	-	200,000.00	-	582,061.00	25.57	200,000.00
TOTAL REVENUES	1,543,311.00	13,846.84	229,081.72	31.00	1,314,198.24	14.85	205,333.15
EXPENDITURE SUMMARY							
SPLASH DAYZ							
PERSONNEL	115,738.00	8,880.92	13,881.38	-	101,856.64	11.99	21,107.61
MATERIALS & SUPPLIES	10,125.00	1,081.82	1,081.82	180.00	8,863.18	12.46	-
CONTRACTUAL SERVICES	279,213.00	38,801.41	62,606.08	174,227.40	42,379.67	84.82	49,536.27
TOTAL SPLASH DAYZ	405,076.00	48,764.15	77,569.28	174,407.40	153,099.49	62.20	70,643.88
CONVENTION CENTER							
PERSONNEL	33,285.00	3,220.51	12,425.62	-	20,859.01	37.33	16,488.94
MATERIALS & SUPPLIES	24,200.00	895.00	1,155.70	-	23,044.30	4.78	924.30
CONTRACTUAL SERVICES	62,896.00	3,402.85	8,287.54	86,200.00	(31,591.58)	150.23	5,805.09
TOTAL CONVENTION CENTER	120,381.00	7,518.36	21,868.86	86,200.00	12,311.73	89.77	23,218.33
FACILITY SERVICES							
PERSONNEL	132,926.00	9,522.56	23,811.32	-	109,114.68	17.91	16,700.06
MATERIALS & SUPPLIES	153,739.00	1,283.20	1,411.86	-	152,327.38	0.92	991.32
CONTRACTUAL SERVICES	317,320.00	60,612.50	82,531.00	163,490.20	71,298.84	77.53	15,925.19
CAPITAL OUTLAY	6,300.00	-	-	-	6,300.00	-	-
TOTAL FACILITY SERVICES	610,285.00	71,418.26	107,754.18	163,490.20	339,040.90	44.45	33,616.57

FOOD & BEVERAGE							
PERSONNEL	44,915.00	970.20	970.20	-	43,945.11	2.16	1,042.72
MATERIALS & SUPPLIES	47,200.00	-	325.18	-	46,874.82	0.69	374.69
TOTAL FOOD & BEVERAGE	92,115.00	970.20	1,295.38	-	90,819.93	1.41	1,417.41
LIFEGUARDS							
PERSONNEL	224,570.00	2,721.95	2,721.95	-	221,848.16	1.21	3,777.65
CONTRACTUAL SERVICES	4,150.00	-	-	-	4,150.00	-	-
TOTAL LIFEGUARDS	228,720.00	2,721.95	2,721.95	-	225,998.16	1.19	3,777.65
FRONT GATE							
PERSONNEL	53,610.00	85.27	85.27	-	53,524.26	0.16	87.79
MATERIALS & SUPPLIES	9,400.00	-	-	-	9,400.00	-	-
CONTRACTUAL SERVICES	1,500.00	-	-	-	1,500.00	-	-
TOTAL FRONT GATE	64,510.00	85.27	85.27	-	64,424.26	0.13	87.79
CASH CONTROL							
PERSONNEL	16,564.00	25.67	25.67	-	16,538.18	0.15	29.31
MATERIALS & SUPPLIES	500.00	-	-	-	500.00	-	-
TOTAL CASH CONTROL	17,064.00	25.67	25.67	-	17,038.18	0.15	29.31
EMT							
MATERIALS & SUPPLIES	5,160.00	79.94	79.94	-	5,080.06	1.55	-
TOTAL EMT	5,160.00	79.94	79.94	-	5,080.06	1.55	-
TOTAL EXPENDITURES	1,543,311.00	131,583.80	211,400.53	424,097.60	907,812.71	41.18	132,790.94
REVENUE OVER/(UNDER) EXPENDITURES	-	(117,736.96)	17,681.19	(424,066.60)	406,385.53	(4,508.33)	72,542.21
					FUND BALANCE AVAILABLE:		(9,978.95)

08 -CRIME DIST SPECIAL REV FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 25.00	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
SALES AND USE TAXES	1,075,000.00	113,264.46	107,117.61	-	967,882.35	9.96	88,446.01
INTEREST INCOME	3,500.00	279.65	828.77	-	2,671.15	23.68	1,545.08
OTHER REVENUE	57,000.00	-	-	-	57,000.00	-	159,520.45
TOTAL REVENUES	1,135,500.00	113,544.11	107,946.38	-	1,027,553.50	9.51	249,511.54
EXPENDITURE SUMMARY							
CRIME DISTRICT							
MATERIALS & SUPPLIES	52,820.00	14,118.90	17,122.04	1,740.38	33,957.71	35.71	539.59
CONTRACTUAL SERVICES	547,032.00	70,528.42	216,828.69	864.00	329,339.32	39.80	194,872.99
TRANSFERS	751,275.00	62,606.21	187,818.63	-	563,456.01	25.00	191,342.76
TOTAL CRIME DISTRICT	1,351,127.00	147,253.53	421,769.36	2,604.38	926,753.04	31.41	386,755.34
TOTAL EXPENDITURES	1,351,127.00	147,253.53	421,769.36	2,604.38	926,753.04	31.41	386,755.34
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	(33,709.42)	(313,822.98)	(2,604.38)	100,800.46	146.75	(137,243.80)
					FUND BALANCE AVAILABLE:		797,736.95

08 - CRIME DIST SPECIAL REV							
					% OF YEAR COMPLETED	: 25.00	
	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 SALES TAX	1,075,000.00	113,264.46	107,117.61	-	967,882.35	9.96	88,446.01
TOTAL SALES AND USE TAXES	1,075,000.00	113,264.46	107,117.61	-	967,882.35	9.96	88,446.01
INTEREST INCOME							
400-60-601 INTEREST INCOME	3,500.00	279.65	828.77	-	2,671.15	23.68	1,545.08
TOTAL INTEREST INCOME	3,500.00	279.65	828.77	-	2,671.15	23.68	1,545.08
OTHER REVENUE							
400-70-701 MISCELLANEOUS REVENUE	-	-	-	-	-	-	150,030.00
400-70-724 SALE OF ENTERPRISE ASSET	57,000.00	-	-	-	57,000.00	-	9,490.45
TOTAL OTHER REVENUE	57,000.00	-	-	-	57,000.00	-	159,520.45
TOTAL REVENUE	1,135,500.00	113,544.11	107,946.38	-	1,027,553.50	9.51	249,511.54
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
DEPARTMENTAL EXPENDITURES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
MATERIALS & SUPPLIES							
551-10-109 MISC MATERIALS & SUPPLIES	915.00	-	-	-	915.00	-	-
551-10-111 AMMUNITION	4,850.00	-	919.00	1,740.38	2,190.62	54.83	-
551-10-113 UNIFORMS	34,170.00	13,517.93	15,602.07	-	18,568.06	45.66	539.59
551-10-118 TOOLS & EQUIPMENT < 5,000	12,885.00	600.97	600.97	-	12,284.03	4.66	-
TOTAL MATERIALS & SUPPLIES	52,820.00	14,118.90	17,122.04	1,740.38	33,957.71	35.71	539.59

CONTRACTUAL SERVICES							
551-20-214 OTHER PROFESSIONAL SERVICES	51,690.00	450.00	14,844.00	-	36,846.00	28.72	13,248.00
551-20-219 CELL PHONES/AIR CARDS	5,931.00	1,368.72	2,053.02	-	3,878.23	34.61	-
551-20-221 ANNUAL COMPUTER MAINTENANCE	49,045.00	-	37,949.00	-	11,096.00	77.38	37,800.00
551-20-222 ENTERPRISE VEHICLE MAINTENANC	1,152.00	99.00	297.00	864.00	(9.00)	100.78	339.00
551-20-223 VEHICLE MAINTENANCE/REPAIRS	53,250.00	16,441.39	22,271.88	-	30,978.12	41.83	3,023.67
551-20-224 EQUIPMENT MAINTENANCE/REPAIRS	56,746.00	33,349.55	34,697.26	-	22,048.74	61.14	33,792.00
551-20-228 INSURANCE	140.00	-	-	-	140.00	-	-
551-20-229 DUES/SUBSCRIPTIONS/MEMBERSHIP	-	-	-	-	-	-	705.00
551-20-233 TRAVEL & TRAINING	23,820.00	2,319.36	3,052.36	-	20,767.64	12.81	4,645.25
551-20-242 CONTRIBUTE TO OTHER AGENCIES	9,600.00	3,200.00	6,400.00	-	3,200.00	66.67	9,600.00
551-20-245 ADMIN COST TO GENERAL FUND	53,750.00	5,663.22	18,319.74	-	35,430.30	34.08	13,924.87
551-20-246 PAYMENT PLAN - TASERS	9,504.00	-	-	-	9,504.00	-	-
551-20-247 PAYMENT PLAN - RADIOS	54,033.00	-	54,032.89	-	0.11	100.00	54,929.98
551-20-253 COMPUTER RELATED EQUIP < \$5K	4,045.00	-	-	-	4,045.00	-	-
551-20-254 ENTERPRISE LEASE	174,326.00	7,637.18	22,911.54	-	151,414.18	13.14	22,865.22
TOTAL CONTRACTUAL SERVICES	547,032.00	70,528.42	216,828.69	864.00	329,339.32	39.80	194,872.99
TRANSFERS							
551-70-701 TRANSFER TO GENERAL FUND	751,275.00	62,606.21	187,818.63	-	563,456.01	25.00	191,342.76
TOTAL TRANSFERS	751,275.00	62,606.21	187,818.63	-	563,456.01	25.00	191,342.76
TOTAL CRIME DISTRICT	1,351,127.00	147,253.53	421,769.36	2,604.38	926,753.04	31.41	386,755.34
TOTAL EXPENDITURES	1,351,127.00	147,253.53	421,769.36	2,604.38	926,753.04	31.41	386,755.34
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	(33,709.42)	(313,822.98)	(2,604.38)	100,800.46	146.75	(137,243.80)

23 -STORM WATER UTILITY FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 25.00	
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
UTILITY CHARGES FOR SERV	578,100.00	49,381.93	124,346.40	-	453,753.60	21.51	123,958.85
INTEREST INCOME	10,800.00	755.85	2,269.97	-	8,530.03	21.02	6,520.07
TOTAL REVENUES	588,900.00	50,137.78	126,616.37	-	462,283.63	21.50	130,478.92
EXPENDITURE SUMMARY							
STORM WATER UTILITY							
PERSONNEL	294,919.00	23,800.68	70,789.69	-	224,129.69	24.00	65,136.67
MATERIALS & SUPPLIES	32,805.00	1,321.31	3,617.74	8,200.00	20,987.26	36.02	1,392.31
CONTRACTUAL SERVICES	155,587.00	7,739.08	41,557.58	108,840.82	5,188.87	96.66	23,447.51
CAPITAL OUTLAY	328,431.00	-	-	-	328,431.00	-	13,840.00
TRANSFERS	113,782.00	9,481.84	28,445.52	-	85,336.56	25.00	21,449.52
TOTAL STORM WATER UTILITY	925,525.00	42,342.91	144,410.53	117,040.82	664,073.38	28.25	125,266.01
TOTAL EXPENDITURES	925,525.00	42,342.91	144,410.53	117,040.82	664,073.38	28.25	125,266.01
REVENUE OVER/(UNDER) EXPENDITURES	(336,625.00)	7,794.87	(17,794.16)	(117,040.82)	(201,789.75)	40.05	5,212.91
					FUND BALANCE AVAILABLE:		2,688,627.80



QUARTERLY INVESTMENT REPORT For the Quarter Ended

December 31, 2021

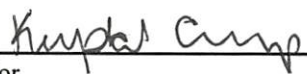
Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of White Settlement is in compliance with the Public Funds Investment Act and the Investment Policy and its incorporated strategies.

 1/26/22

City Manager

 1/26/22

Finance Director

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2021		December 31, 2021		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Pools/Bank/MMA	\$ 36,833,734	\$ 36,833,734	\$ 38,475,278	\$ 38,475,278	0.24%
Securities/CDs	15,151,675	15,151,675	14,094,433	14,094,433	0.52%
Totals	\$ 51,985,410	\$ 51,985,410	\$ 52,569,710	\$ 52,569,710	0.32%

Quarter End Average Yield (1)

Total Portfolio	0.32%
Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.08%
TexPool	0.04%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	0.32%
Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.08%
Quarterly TexPool Yield	0.04%

Interest Earnings (Approximate)

Quarterly Interest Income	\$ 49,597
Year-to-date Interest Income	\$ 49,597

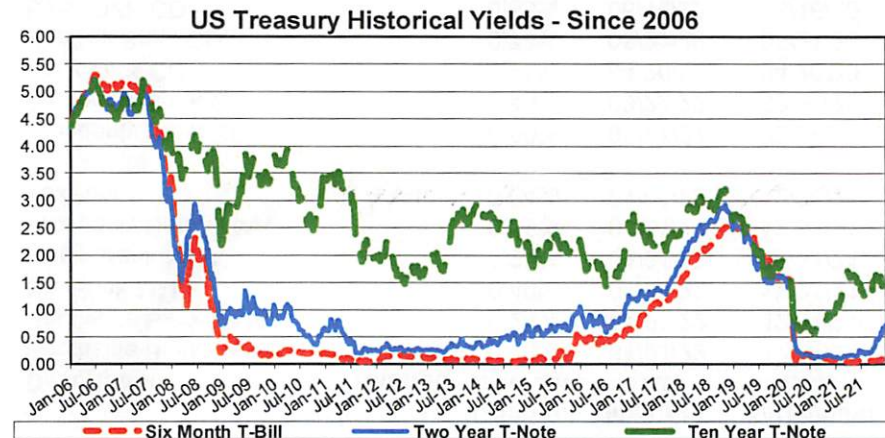
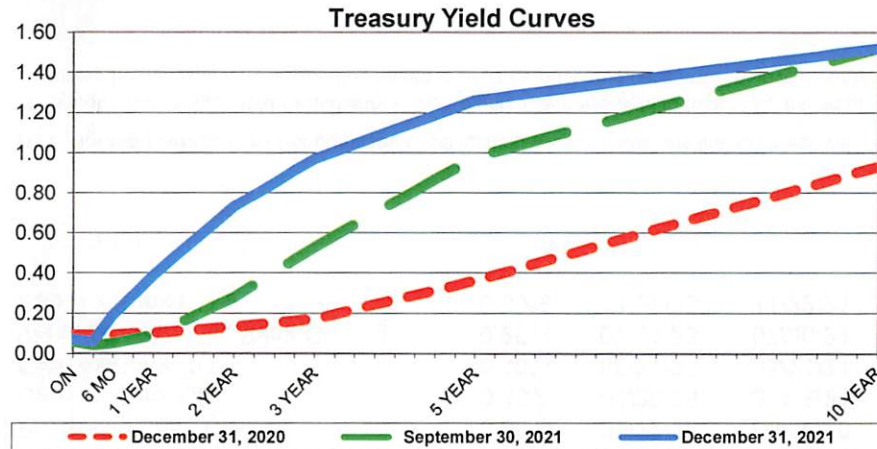
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

12/31/2021

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%). The FOMC began reducing monthly security purchases during Nov 2021 and then increased the pace at the December meeting. Projections for target range increases shortened to late spring or early summer 2022. Third Quarter GDP posted +2.3% (Final). December employment reflected U-2 dropping to 3.9% and Non-Farm Payroll adding 199k net new jobs (Three Month Average NFP = 365). Crude oil reversed recent declines and bounced back to +/- \$75 per barrel. The Stock Markets reached new highs. Many domestic economic indicators remain positive. The Build Back Better legislation stalled in the Senate. The Debt Ceiling was increased to \$31+ trillion, easing any near-term funding pressures. Inflation remained well over the FOMC 2% target and does not appear positioned to decline in the near term. The Yield Curve shifted higher primarily six months and longer.

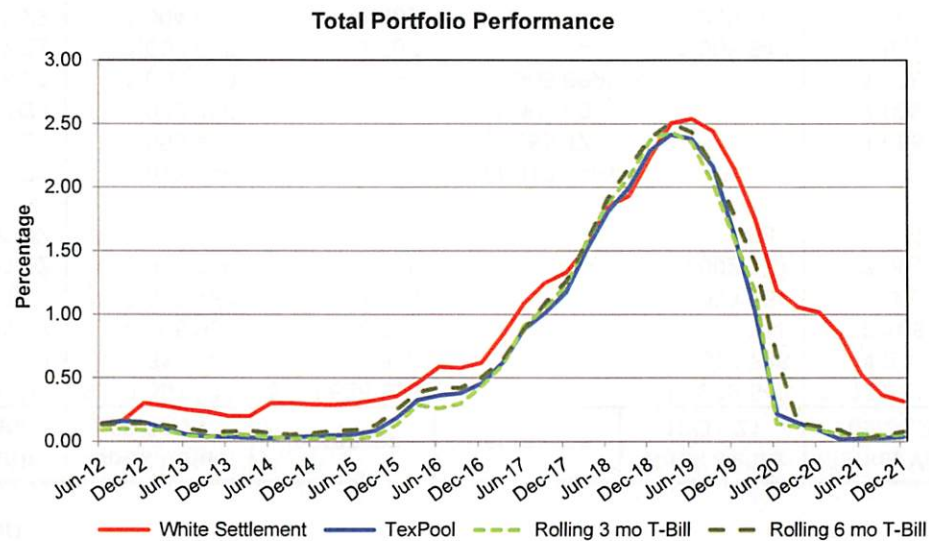
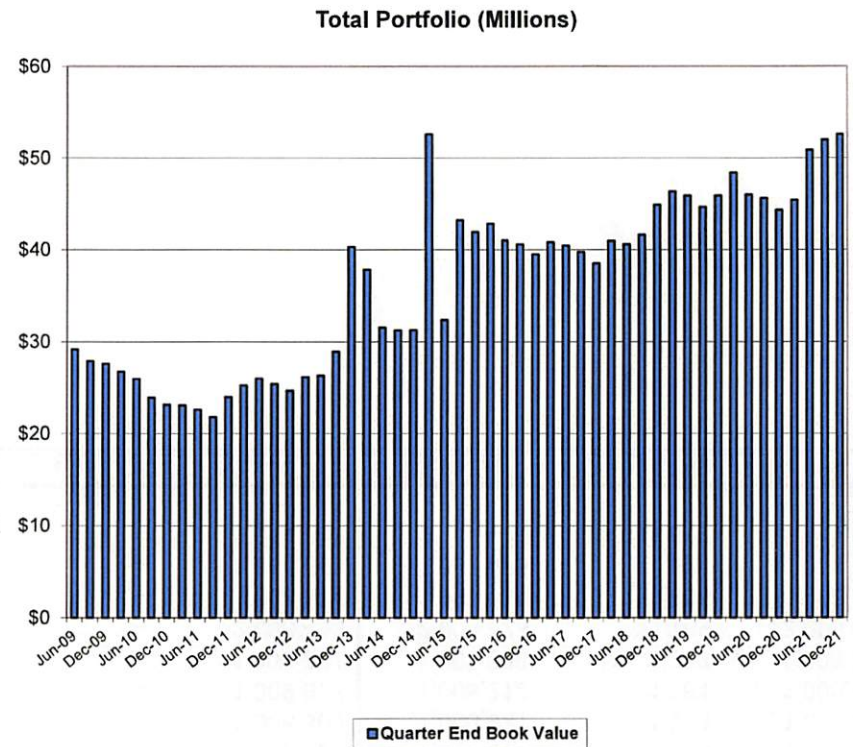
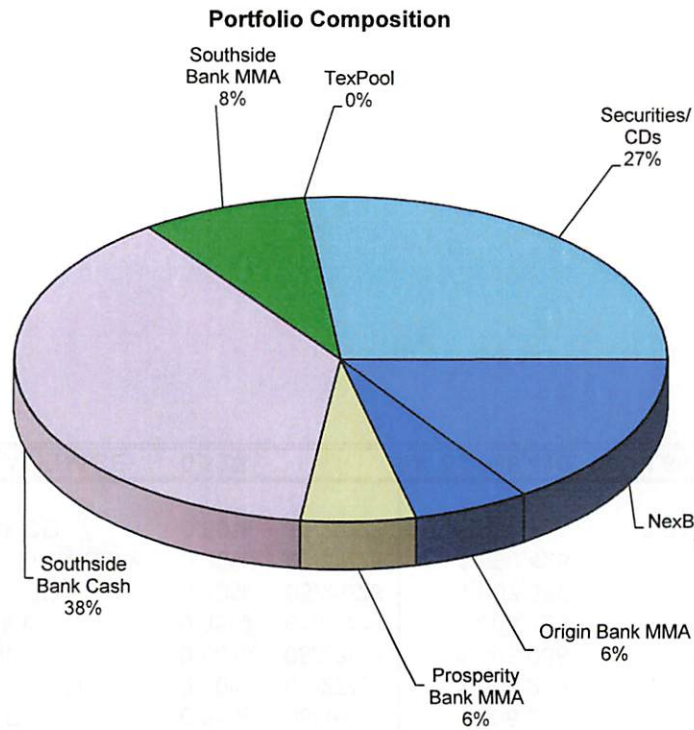


Investment Holdings
December 31, 2021

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Southside Bank Cash		0.19%	01/01/22	12/31/21	\$ 19,979,548	\$ 19,979,548	1.00	\$ 19,979,548	1	0.19%
Southside Bank MMA		0.24%	01/01/22	12/31/21	4,313,723	4,313,723	1.00	4,313,723	1	0.24%
NexBank MMA		0.40%	01/01/22	12/31/21	8,174,188	8,174,188	1.00	8,174,188	1	0.40%
Origin Bank MMA		0.24%	01/01/22	12/31/21	3,003,967	3,003,967	1.00	3,003,967	1	0.24%
Prosperity Bank MMA		0.15%	01/01/22	12/31/21	3,002,171	3,002,171	1.00	3,002,171	1	0.15%
TexPool	AAA-m	0.04%	01/01/22	12/31/21	1,681	1,681	1.00	1,681	1	0.04%
Prosperity Bank CD		0.60%	01/27/22	07/27/20	1,008,542	1,008,542	100	1,008,542	27	0.60%
Prosperity Bank CD		0.40%	03/22/22	09/22/20	1,005,006	1,005,006	100	1,005,006	81	0.40%
Bank OZK CD		0.95%	04/20/22	04/20/20	1,015,988	1,015,988	100	1,015,988	110	0.96%
CapTex Bank CD		0.76%	05/21/22	05/21/20	1,012,125	1,012,125	100	1,012,125	141	0.76%
Bank OZK CD		0.55%	06/16/22	06/16/20	1,008,305	1,008,305	100	1,008,305	167	0.55%
Prosperity Bank CD		0.70%	07/27/22	07/28/20	1,009,973	1,009,973	100	1,009,973	208	0.70%
Prosperity Bank CD		0.50%	09/22/22	09/22/20	1,006,261	1,006,261	100	1,006,261	265	0.50%
CapTex Bank CD		0.35%	01/26/23	01/28/21	2,006,493	2,006,493	100	2,006,493	391	0.35%
CapTex Bank CD		0.40%	05/21/23	05/21/21	1,008,874	1,008,874	100	1,008,874	506	0.40%
Veritex Community Bank CD		0.25%	07/31/23	07/30/21	1,001,048	1,001,048	100	1,001,048	577	0.25%
CapTex Bank CD		0.50%	11/22/23	11/22/21	3,011,819	3,011,819	100	3,011,819	691	0.50%
Total					\$ 52,569,710	\$ 52,569,710		\$ 52,569,710	95	0.32%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for pool, and bank account investments.



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/21	Increases	Decreases	Book Value 12/31/21	Market Value 09/30/21	Change in Market Value	Market Value 12/31/21
Southside Bank Cash	0.19%	01/01/22	\$ 18,351,013	\$ 1,628,535	\$ —	\$ 19,979,548	\$ 18,351,013	\$ 1,628,535	\$ 19,979,548
Southside Bank MMA	0.24%	01/01/22	4,311,903	1,820	—	4,313,723	4,311,903	1,820	4,313,723
NexBank MMA	0.40%	01/01/22	8,165,951	8,237	—	8,174,188	8,165,951	8,237	8,174,188
Origin Bank MMA	0.24%	01/01/22	3,002,151	1,816	—	3,003,967	3,002,151	1,816	3,003,967
Prosperity Bank MMA	0.15%	01/01/22	3,001,036	1,135	—	3,002,171	3,001,036	1,135	3,002,171
TexPool	0.04%	01/01/22	1,681	—	—	1,681	1,681	—	1,681
Bank OZK CD	0.90%	10/20/21	1,012,146	—	(1,012,146)	—	1,012,146	(1,012,146)	—
BBVA USA CD	1.78%	10/25/21	1,055,471	—	(1,055,471)	—	1,055,471	(1,055,471)	—
CapTex Bank CD	0.24%	11/21/21	1,009,400	—	(1,009,400)	—	1,009,400	(1,009,400)	—
Bank OZK CD	0.53%	12/16/21	1,006,669	—	(1,006,669)	—	1,006,669	(1,006,669)	—
Prosperity Bank CD	0.60%	01/27/22	1,007,035	1,507	—	1,008,542	1,007,035	1,507	1,008,542
Prosperity Bank CD	0.40%	03/22/22	1,004,004	1,002	—	1,005,006	1,004,004	1,002	1,005,006
Bank OZK CD	0.96%	04/20/22	1,013,582	2,405	—	1,015,988	1,013,582	2,405	1,015,988
CapTex Bank CD	0.76%	05/21/22	1,010,210	1,915	—	1,012,125	1,010,210	1,915	1,012,125
Bank OZK CD	0.55%	06/16/22	1,006,921	1,384	—	1,008,305	1,006,921	1,384	1,008,305
Prosperity Bank CD	0.70%	07/27/22	1,008,212	1,761	—	1,009,973	1,008,212	1,761	1,009,973
Prosperity Bank CD	0.50%	09/22/22	1,005,008	1,253	—	1,006,261	1,005,008	1,253	1,006,261
CapTex Bank CD	0.35%	01/26/23	2,004,723	1,769	—	2,006,493	2,004,723	1,769	2,006,493
CapTex Bank CD	0.40%	05/21/23	1,007,869	1,005	—	1,008,874	1,007,869	1,005	1,008,874
Veritex Community Bank C	0.25%	07/31/23	1,000,425	624	—	1,001,048	1,000,425	624	1,001,048
CapTex Bank CD	0.50%	11/22/23	—	3,011,819	—	3,011,819	—	3,011,819	3,011,819
TOTAL / AVERAGE	0.32%		\$ 51,985,410	\$ 4,667,987	\$ (4,083,687)	\$ 52,569,710	\$ 51,985,410	\$ 584,300	\$ 52,569,710

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 178 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 178 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.
- II. This paragraph authorizes payment of the City’s assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of White Settlement is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS:

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of White Settlement and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2022 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the 1st day of February, 2022, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of White Settlement, Texas.

Ronald A. White
Mayor

ATTEST:

Amy Arnold, City Secretary

January 24, 2022

RE: Board of Directors Election, Metropolitan Area EMS Authority (MAEMSA)

Dear Mayor White:

The nomination period for the Suburban City representative on the MAEMSA board has closed and we have received one nomination of a candidate eligible to serve, Mr. Bryce Davis, who was nominated by Haltom City and Saginaw. Haltom City provided the following regarding Mr. Davis.

Bryce was appointed as the Emergency Management Coordinator for Haltom City in March 2020. He started his emergency management career with the Fort Worth Fire Department, where he spent four years as an Emergency Management Officer. His duties with Fort Worth consisted of exercise development, planning response operations for incidents ranging from active threats to severe weather, and leading special event emergency response coordination with multiple agencies and jurisdictions from the local to the federal level.

During his tenure with Haltom City, he has been tasked with leading the initial and ongoing response to the COVID-19 pandemic and the response and recovery efforts for Winter Storm Uri in February 2021. Bryce has developed and implemented a comprehensive public preparedness plan designed at ensuring the residents of Haltom City are better prepared for disasters of any type or complexity.

Previously, Bryce served for 8 years on active duty in the United States Marine Corps and has been in the Selected Marine Corps Reserves since 2011, where he currently serves as a Company First Sergeant. He served as a defense contractor from 2011-2015, working on the southwest US border, across the Middle East, and Southeast Asia. Bryce was awarded the Certified Emergency Manager designation in 2021, the highest honor of professional achievement available from the International Association of Emergency Managers. Bryce has a Bachelor of Arts in Criminal Justice from Columbia College and a Master of Arts in Emergency Management from Georgetown University.

Please note the following dates:

February 18, 2022 - deadline for votes to be received from the Member Cities

February 23, 2022 - election results certified by Board Chair

March 1, 2022 - new three-year term begins

A copy of the ballot is attached. Please return it to Maerissa Thomas at mthomas@medstar911.org. Please let us know if you have any questions.

Sincerely,



Dr. Janice Knebl
Chair, MAEMSA Board of Directors

cc: City Manager Jeff James

Chief Logan

Enclosure

Page 113 of 240

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Official Ballot

2022 Election of Suburban Cities Representative Metropolitan Area EMS Authority Board of Directors

_____ [member jurisdiction] hereby casts all of its votes
for the following candidate:

_____ Bryce Davis

Authorized signature

date

Please return ballot to mthomas@medstar911.org

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

100-100000

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100-100000

100-100000

City Council Proposed Budget Calendar

Updated for February 1, 2022 City Council Meeting

April 16th Saturday at 9:00am	-City Council Budget Kickoff
May 3rd Tuesday (Regular CC Meeting)	-City Council– Follow Up Questions from Kickoff
June 8th Wednesday at 6:30pm	-City Council Budget Workshop
June 9th Thursday at 6:30pm	-City Council Budget Workshop
June 14th Tuesday at 6:30pm	-City Council Budget Workshop
June 15th Wednesday at 6:30pm	-City Council Budget Workshop
Aug 2nd Tuesday (Regular CC Meeting)	-Submit CCPD & EDC Budgets to City Council -City Council Public Hearing on CCPD Budget -City Council Approves / Rejects CCPD Budget -City Council Public Hearing on EDC Budget -City Council Approve/Rejects EDC Budget
Aug 9th Tuesday at 6:30pm	-Submit Summary of Appraisal Rolls to City Council -Submit No New Revenue & Voter Approval Tax Rates to City Council -Record Vote on Tax Rate
Aug 23rd Tuesday at 6:30pm	-1st Public Hearing on Tax Rates -Public Hearing on Budget
Sept 6th Tuesday (Regular CC Meeting)	-Vote to Adopt Budget -Separate Vote to Ratify the Property Tax Revenue Increase -Vote to Adopt Tax Rate



To: City Council

From: Robert Nunley, Building Official

Date: February 1, 2022

Application has been made for a replat of the property more commonly known as 9013 Moran St. The re-plat was heard by the Planning and Zoning board on 10-12-21. The board at that time made a recommendation to approve the request to council. The item comes before you at this time for final approval. All final plat documentation has been reviewed and approved by staff and the city engineer, and at this time the recommendation would be to approve the re-plat.

OWNERS CERTIFICATE

STATE OF TEXAS:
COUNTY OF TARRANT:

WHEREAS, Prim Property Development, LLC, is the sole owners of a tract of land situated in the JUD SURVEY ABSTRACT NO. A-1299, of Tarrant County, Texas, and being a portion of a tract of land conveyed to Prim Property Development, L.L.C., as recorded in Instrument No. D220271349, of the Deed records of Tarrant County, Texas, being a portion of Lot A, Block 1, of McDonnell Parkside Addition, an addition to the City of White Settlement, Tarrant County, Texas, as recorded in Volume 388-20, Page 27, of the Plat records of Tarrant County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner being the Northeast corner of said Prim tract, and being on the south right-of-way line of Moran Street, and being on the West line of Parkside Drive;

THENCE South 00 degrees 31 minutes 07 seconds East, a distance of 99.55 feet, to a 1/2 iron rod found for corner being the Northeast corner of a tract of land conveyed to Carmen & Tuan J Thach, as recorded in Instrument No. D217140740, of the Deed records of Tarrant County, Texas;

THENCE South 89 degrees 50 minutes 16 seconds West, a distance of 98.72 feet to a 1/2 iron rod found corner being the Southwest corner of said Prim tract;

THENCE North 00 degrees 07 minutes 33 seconds East, a distance of 100.00 feet, to a 1/2 iron rod found for corner being the Northwest corner of a tract of land conveyed to Erick & Angelica Perez Nares, as recorded in Instrument No. D213027376, of the Deed Records of Tarrant County;

THENCE East, a distance of 74.00 feet to a point for corner, from which a 5/8 inch rod found for reference bears North 46 degrees 16 minutes 10 seconds West, a distance of 0.46, being on the south line of said Moran Street, and said point being in a curve to the right having a radius of 1,375.50 feet;

THENCE continuing along said curve, a chord bearing and distance of South 89 degrees 35 minutes 07 seconds East, a chord distance of 23.60 feet, a central angle of 00 degrees 41 minutes 04 seconds, an arc length of 23.60 feet, to the PLACE OF BEGINNING and containing 9,800 square feet, or 0.224 of an acre of land.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, PRIM PROPERTY DEVELOPMENT, LLC, DO HEREBY ADOPT THIS PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS AN ADDITION TO THE CITY OF WHITE SETTLEMENT, TARRANT COUNTY, TEXAS, AND DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER ANY STREETS, ALLEYS AND FLOODWAY MANAGEMENT AREAS SHOWN THEREON. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO THE PUBLIC, FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAVING ON THE UTILITY AND FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE SAME. ALL, AND ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. (ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE OR SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY).

WATER MAIN AND WASTEWATER EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE SYSTEMS. ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF FANHOLE, CLEANOUTS, FIRE HYDRANTS, WATER SERVICES AND WASTEWATER SERVICES FROM THE MAIN TO THE CURB OR PAVEMENT LINE, AND DESCRIPTION OF SUCH ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATIONS AS INSTALLED.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF WHITE SETTLEMENT.

WITNESS, MY HAND AT _____, TEXAS, THIS ____ DAY OF _____, 2021.

BY: _____
EDGAR GARCIA
PRIM PROPERTY DEVELOPMENT, LLC

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, AND STATE ON THIS DAY APPEARS EDGAR GARCIA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES IN 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.

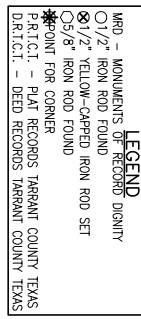
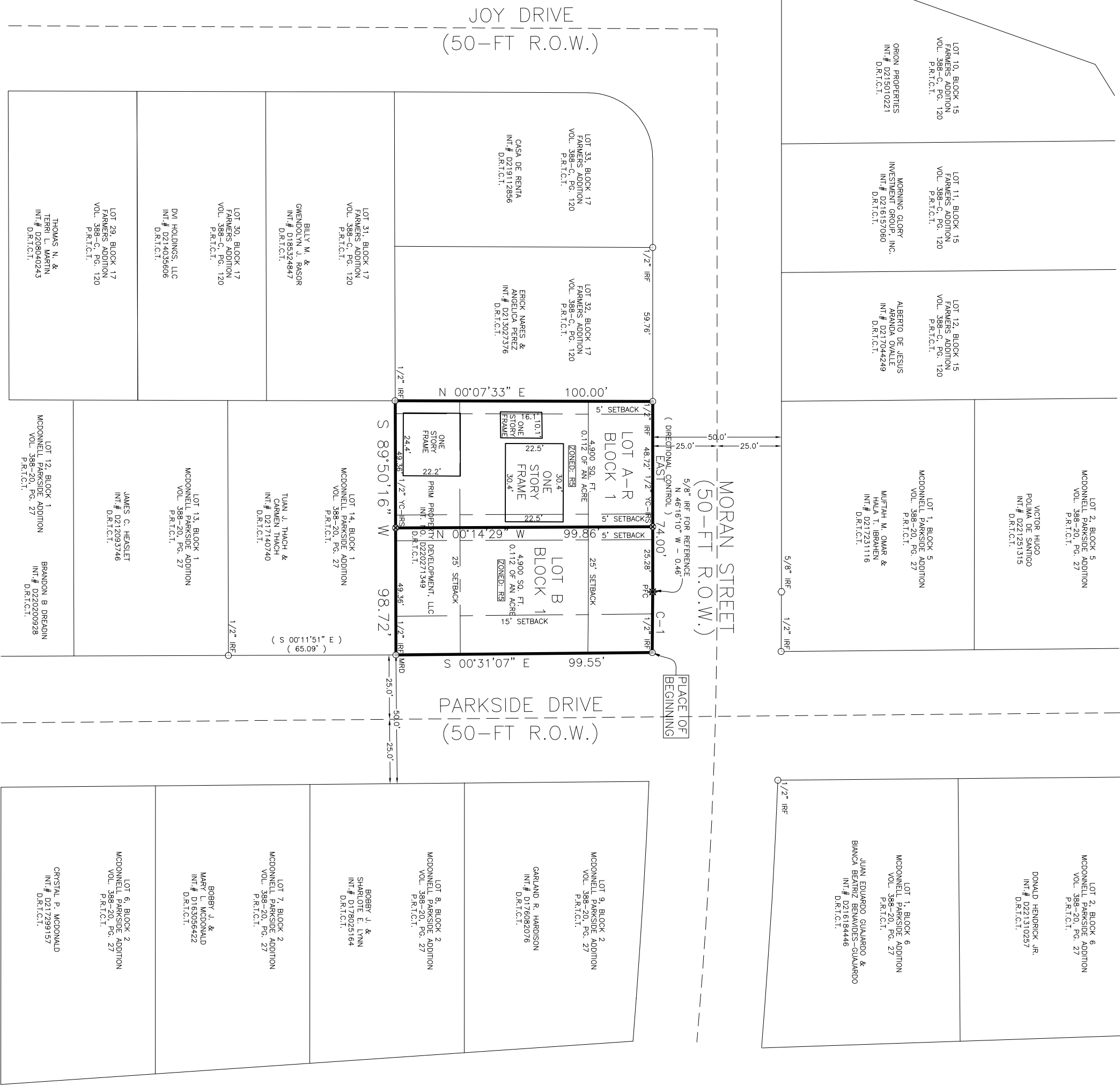
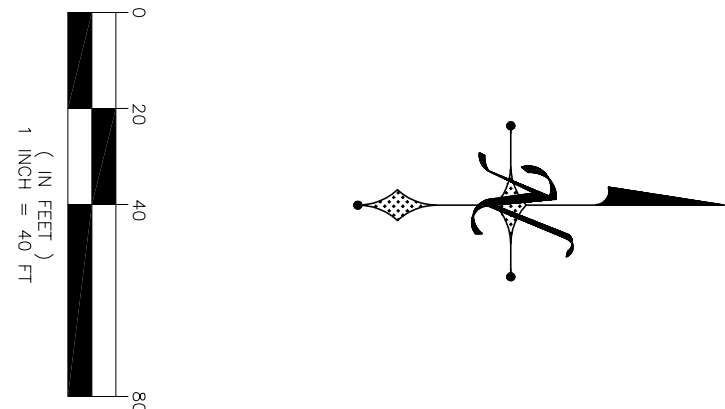
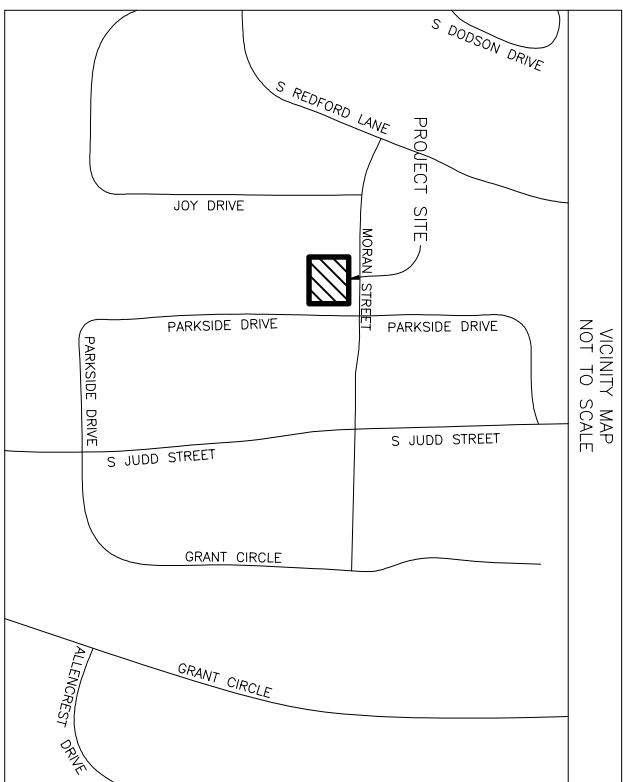
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, MY COMMISSION EXPIRES _____

FINAL PLAT

WESTPOINT ENCLAVE ADDITION
LOT A-R & LOT B, BLOCK 1

BEING A PLAT OF PART OF A TRACT OUT OF THE
MCDONNELL PARKSIDE ADDITION

BLK 1 LOT A
VOL. 388-20, PG. 27, CITY OF WHITE SETTLEMENT, TARRANT COUNTY, TEXAS



Course #	Length	Bearing	Area	Comment
C-1	23.60'	N 00° 07' 33" E	0.0000'	S 89° 50' 16" W 98.72'

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

Signature _____ Date _____

Certificate of Approval

Approved by the City Council of White Settlement, Texas, on this ____ day of _____, 2021.

ATTEST:

Mayor _____

City Secretary _____

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF HEREIN REFERENCED DEED TO PRIM PROPERTY DEVELOPMENT, LLC, AS RECORDED IN INSTRUMENT NO. D220271349, OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS.
2. THE PURPOSE OF THIS PLAT IS TO CREATE 2 LOTS FROM 1 LOT, AS SHOWN.
3. LOT TO LOT DRAINAGE WILL NOT BE ALLOWED WITHOUT PROPER ENGINEERING DEPARTMENT APPROVAL.
4. ANY PROPOSED STRUCTURE MAY NOT EXTEND ACROSS NEW PROPERTY LINES.
5. APPROVED VARIANCES TO REMAIN IN EFFECT AS APPROVED BY THE CITY OF WHITE SETTLEMENT ON 09/27/2021. LOT A-R VARIANCES INCLUDE SIDE-YARD SETBACKS, ACCESSARY SETBACK BUILDING SEPARATION, LOT WIDTH, LOT DEPTH, TOTAL LOT SQUARE FOOTAGE, PROPERTY LINE SEPARATION, LOT B - LOT WIDTH, LOT DEPTH, AND TOTAL LOT SQUARE FOOTAGE.
6. EXISTING STRUCTURES ON SITE TO REMAIN.
7. ACCORDING TO FEMA MAP 48489C0165K, ZONE X, EFFECTIVE SEPTEMBER 25, 2009, THE ABOVE LOT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN, AT THIS TIME.

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 WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS.

OWNER/DEVELOPER:
PRIM PROPERTY DEVELOPMENT, LLC
2908 CONEOS DRIVE
FORT WORTH, TEXAS 76116

SURVEYOR:
RHODES SURVEYING
1529 E.H. 30, STE 106
GARLAND, TEXAS 75043
(972) 473-8940
ATTN: BRIAN RHODES, RPLS

STATE OF TEXAS:
COUNTY OF TARRANT:
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY APPEARS EDGAR GARCIA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES IN SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

DATED THIS THE ____ DAY OF _____, 2021.
RELEASED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RECORDED UPON AS A FINAL SURVEY DOCUMENT.

BRIAN RHODES
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5962

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, MY COMMISSION EXPIRES _____

THIS PLAT FILED IN INSTRUMENT NO. _____, DATE _____



To: City Council

From: Robert Nunley, Building Official

Date: February 1, 2022

An application has been made for a re-plat of the property more commonly known as 9009 Moran St. This item was presented to the Planning and Zoning board on 10-12-21 at which time the recommendation was for Council to approve the plat request. The item was presented to council but no action was taken due to the final documentation not being completed for the plat. At this time the final plat is in a completed signed state and has been reviewed by staff and the city engineer. The final plat is for both 9009 and 9013 Moran St.

OWNERS CERTIFICATE

STATE OF TEXAS:
COUNTY OF TARRANT:

WHEREAS, Prim Property Development, LLC, is the sole owners of a tract of land situated in the JUD SURVEY ABSTRACT NO. A-1299, of Tarrant County, Texas, and being a portion of a tract of land conveyed to Prim Property Development, L.L.C., as recorded in Instrument No. D220271349, of the Deed records of Tarrant County, Texas, being a portion of Lot A, Block 1, of McDonnell Parkside Addition, an addition to the City of White Settlement, Tarrant County, Texas, as recorded in Volume 388-20, Page 27, of the Plat records of Tarrant County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:

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THENCE East, a distance of 74.00 feet to a point for corner, from which a 5/8 inch rod found for reference bears North 46 degrees 16 minutes 10 seconds West, a distance of 0.46, being on the south line of said Moran Street, and said point being in a curve to the right having a radius of 1,375.50 feet;

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PRIM PROPERTY DEVELOPMENT, LLC

STATE OF TEXAS:
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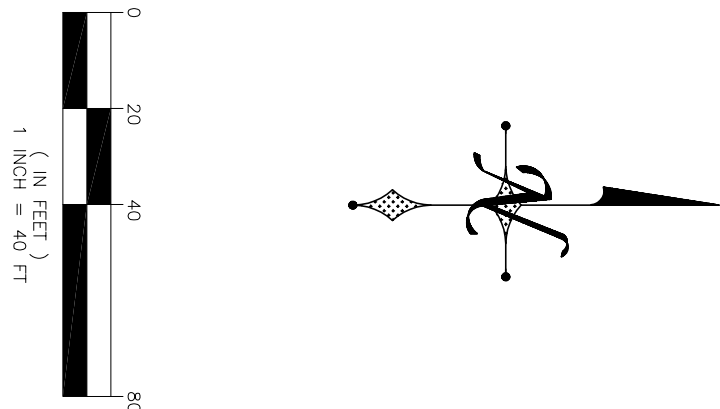
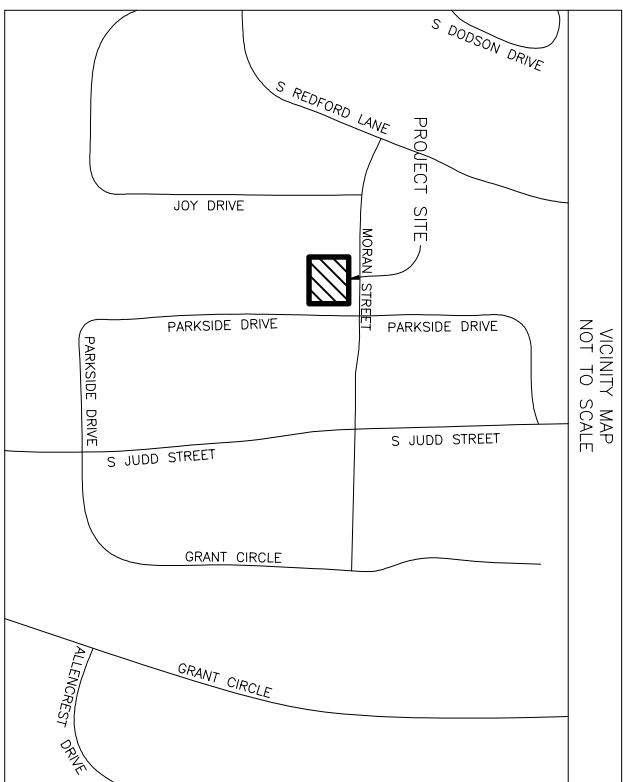
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FINAL PLAT

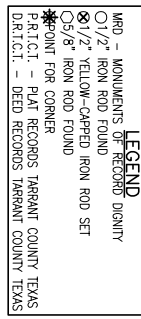
WESTPOINT ENCLAVE ADDITION
LOT A-R & LOT B, BLOCK 1

BEING A PLAT OF PART OF A TRACT OUT OF THE
MCDONNELL PARKSIDE ADDITION

BLK 1 LOT A
VOL. 388-20, PG. 27, CITY OF WHITE SETTLEMENT, TARRANT COUNTY, TEXAS



Curve #	Length	Inside	Delta	Circle
C-1	23.60'	105.240'	90.0000°	S 89.000° E 23.60'



Certificate of Approval

Approved by the City Council of White Settlement, Texas, on this ____ day of _____, 2021.

ATTEST:

Mayor

City Secretary

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF HERBIN REFERENCED DEED TO PRIM PROPERTY DEVELOPMENT, LLC, AS RECORDED IN INSTRUMENT NO. D220271349, OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS.
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6. EXISTING STRUCTURES ON SITE TO REMAIN.
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NOTICE:

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OWNER/DEVELOPER:
PRIM PROPERTY DEVELOPMENT, LLC
2908 CONEJOS DRIVE
FORT WORTH, TEXAS 76116

SURVEYOR:
RHODES SURVEYING
1529 E.H. 30, STE 106
GARLAND, TEXAS 75043
(972) 475-8940
ATTN: BRIAN RHODES, RPLS

STATE OF TEXAS:
COUNTY OF TARRANT:
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY APPEARS EDGAR GARCIA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES IN SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

DATED THIS THE ____ DAY OF _____, 2021.
RELEASED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RECORDED UPON AS A FINAL SURVEY DOCUMENT.

BRIAN RHODES
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5962

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, MY COMMISSION EXPIRES _____

THIS PLAT FILED IN INSTRUMENT NO. _____, DATE _____



To: City Council

From: Richard Tharp, Community Services Director

Date: February 1, 2022

This item is presented for discussion and consideration of awarding RFP 2021-002 to MG Lawn & Landscape Services, LLC in the amount of \$117,000.00 for mowing services of park areas at Central Park, Saddle Hills Park and Veterans Park, to include the waterpark with services to begin March 2022.

An RFP (request for proposal) was advertised in the Fort Worth Star Telegram on November 22, 2021 requesting contractors to bid on park mowing services. The pre-bid meeting was conducted at City Hall on December 7, 2021 at 2pm to discuss and answer specific questions about the RFP and requested services. Proposal submittals were due by December 16, 2021 at 2pm, and a total of nine proposals were submitted/received. The evaluation committee met on Thursday, January 20, 2022 to review and evaluate the proposals accordingly, followed by interviews of the top three proposals.

MG Lawn & Landscape Services was selected as the best valued vendor based upon the scope of work, ability to complete the contract, management approach and equipment, experience and price.

Staff would ask the Council to approve the proposal from MG Lawn & Landscape Services, LLC in the amount of \$117,000.00 to begin work in March of 2022.



REQUEST FOR PROPOSALS

#2021-002

PARKS MOWING SERVICES

The City of White Settlement (hereinafter called "City"), is requesting proposals from qualified Respondents to provide Mowing Services. **Interested Respondents should visit the City's website at www.wstx.us or www.publicpurchase.com to obtain the Request for Proposal (RFP) package. Packages may also be picked up at the follow location:**

Amy Arnold, City Secretary
City of White Settlement City Hall
214 Meadow Park Drive
White Settlement, TX 76108

Sealed physical submittals must include one (1) original and three (3) copies. Proposals must be received by the City Secretary no later than 2:00 pm on December 16, 2021 at 214 Meadow Park Drive, White Settlement, Texas 76108 and be clearly marked on the outside, "RFP 2021-002 Parks Mowing Services". Electronic submittals may be made through the Public Purchase website: www.publicpurchase.com and must be uploaded no later than 2:00 PM on Thursday, December 16, 2021. Late submittals will not be accepted.

The City reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services.

This contract may be awarded to multiple Respondents.

City of White Settlement
RFP #2021-002
Parks Mowing Services

Background

The City of White Settlement (City) population is over 18,000 within its 5-square miles, located west of downtown Fort Worth with its boundaries being bordered by the Naval Air Station Joint Reserve Base to the East, Loop 820W to the West, Interstate 30 to the South, and Lake Worth to the North.

Scope of Services (summary)

The services covered by this RFP consist of mowing of turf areas around buildings, facilities, ball fields, and leisure recreational areas in three park sites: Central Park, Veterans Park, Saddle Hills Park, and Splash Dayz Water Park. The contract is for a period of one year with the option of up to four one year (12 month renewals).

Award of Contract and Disputes

An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and the City's purchasing policy. The City will evaluate all proposals to determine which Respondents are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the RFP.

The City of White Settlement reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the City Council. In addition, each Respondent agrees to waive any claim it has or may have against the City and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

Unauthorized Communication

After release of this RFP, Respondents' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the Purchasing Department, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. **No officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's contractors regarding any matters pertaining to this solicitation, except as herein provided.** If a representative of any Respondent violates the foregoing prohibition by contacting any of the above listed parties with who contact is not authorized, such contact may result in the Respondent being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held at 2:00 PM on Tuesday, December 7, 2021 at 214 Meadow Park Drive, White Settlement, TX 76108 in the City Council chamber. The purpose of the meeting will be to review the proposal documents, answer questions and concerns, and conduct a tour of the park sites discussed in the proposal. Prospective respondents are strongly encouraged to attend. Questions and answers that materially affect the substance of the RFP will be published in an addendum on the RFP page on the City and Public Purchase websites.

Request for Clarification and/or Modifications

The Request for Proposal documents (which will ultimately form the Contract) can only be modified via an addendum. The deadline to submit requests for clarifications and/or questions is by 12:00 noon Thursday, December 9, 2021. Questions must be sent via email to Lonnie Yates, Purchasing at lyates@wstx.us. Questions must clearly identify the RFP Number and Title. The City of White Settlement assumes no responsibility for delayed or lost responses.

If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing and posted to the City's Purchasing Department website, www.wstx.us as an addendum. It is the responsibility of the Respondent to obtain and review all addenda from the website. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Respondents shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

Any interpretations, corrections or changes to this RFP will be made by an addendum. Sole issuing authority of addenda shall be vested in the City's Purchasing Department.

Notification of Errors or Omissions

Respondent shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

Acknowledgment of Addenda to Request for Proposals

If this RFP is amended, then all terms and conditions which are not modified remain unchanged. Respondent shall acknowledge receipt of any addenda to this RFP by returning each addendum signed by the Respondent with the proposal. The City must receive the acknowledgment by the time and at the place specified for receipt of Proposals.

Scope of Services (detailed)

General Definitions

Chemical Trimming: Shall refer to the use of herbicides as an alternate to the physical removal or cutting of plant material. The successful Respondent may use post-emergent herbicides to retard weed growth in expansion joints, any other cracks, curbs, sidewalks, driveways, or other concrete or brick paver surfaces within the project area. However, the growth of plant material while waiting for chemical trimming to be effective, and/or as edging substitute is unacceptable.

Edging: Shall refer to the physical removal (do not use chemicals) of all plant material, which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements. Edge cut shall be a minimum vertical depth of one inch. The edging groove shall not exceed 2 inches in width.

Inclement Weather: Shall mean icy, wet, or rainy weather when the condition of the soil is such that rutting of the property will not allow cutting of grass to be accomplished satisfactorily. This determination shall be made at the sole discretion of the City.

Inspector: Shall mean the Community Services Director or his designee, who shall monitor the Contract performance.

Maintenance Cycle: Shall refer to each time period in the maintenance schedule for the project year. Each time period is defined by a month, in which all prescribed maintenance activities for each area shall be completed.

Maintenance Schedule: Shall mean the time periods established for the project.

Median: Shall mean the center island of the roadway from curb line to curb line plus all traffic triangles. This includes curb and gutter joints where the curb meets the roadway and concrete paved areas from end of the grass to the curb.

Mulch: Shall refer to shredded hardwood mulch materials applied in the flower beds and tree rings areas for aesthetics and water conservation purposes.

Right-of-Ways: Shall mean the area extending from the right or left of the center line of the road bed or paved surface to the nearest property line; that includes, but not limited to, curb and gutters, sidewalks, walkways, drainage ditches, burrow ditches, and any other areas owned, dedicated, used, or reserved for public use.

Project Area: The project area shall refer to the geographic area(s) of the City designated to receive specific grounds maintenance services. This area includes turf areas around buildings, facilities, ball field warm up areas, leisure recreational areas, and waterpark.

Scalping: Shall refer to any action, which results in the mowing of any turf area down to and including the soil.

Trash and Litter: Shall mean any debris within the mowing area including, but not limited to paper, cans, bottles, limbs not larger than 3 inches in diameter, trash bags, rocks, etc., which is not intended to be part of the landscape. Removal of the debris includes the sweeping and/or blowing away of grass clippings from all hard surfaces such as sidewalks, curbs, pavers, and the noses of medians. Grass clippings may not be blown into the roadways per city ordinance.

Trimming: Shall refer to the cutting or removal of all plant material immediately adjacent to or under mowing area structures, poles, trees, signs, fences, planting beds, rocks, or other man-made or natural above ground objects/ structures. Trimming also includes the removal of all plant material from expansion joints and any other cracks in curbs and gutters, sidewalks, driveways, and any other concrete or brick paver surfaces within the project area.

Work Orders, Assignments, and Inspection of Work

Mowing Locations

- Central Park, non-ballfield areas only
- Veterans Park
 - non-ball field areas
 - Splash Dayz Water Park
- Saddle Hills Park – Disc Golf Course
- See attached project map (Appendix X)

Scheduled Mowing Frequency/ Cycle

The successful Respondent shall complete the following mowing frequency unless advised otherwise by the City of White Settlement due to excessive rains. Service days will take place as shown below on Scheduled Service Times.

A. Month	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
B. Service #	1	2	4	4	5	4	4	4	4	4	2	1	39

Scheduled Service Times

- Central, Veterans, and Saddle Hills Parks - Work shall be completed on business days of Monday through Friday 6:00am to 5:00pm (no work shall be done on Saturdays, Sundays, or City holidays).

- Splash Dayz Water Park – Work shall be completed on the business days of Monday through Thursday 6am to 10am (no work shall be done on Saturdays, Sundays, or City holidays).
- All work will be coordinated with the Community Services Director or his designee.

Work Record Summary

The successful Respondent shall forward to the Community Services Director a work record summary detailing the dates, times, and locations of the work that has been completed (this is not the invoice). The summary will become documentation supporting payment to the Respondent.

Failure to Complete Maintenance Schedule

Failure on the part of the Respondent to maintain the required production rate shall be sufficient reason for the City to have the work in question completed by others (staff or contracted out). The successful respondent agrees to pay for any additional cost caused by the City contacting out any of the work in this RFP to another vendor due to non-performance.

Deficiencies in Work

The Respondent shall correct any deficiencies in work within 48 hours of written or verbal notification by the City. Should the Respondent fail to correct the default to the satisfaction of the City during this period, the City reserves the right to withhold payment and/or terminate, in whole or in part, the contract.

Inspections

The City reserves the right to inspect, either announced or unannounced, the work performed by the Respondent and will record any violations of the contract.

Mowing Heights

Mowing heights shall generally be recommended height of 2.5" to 3". However, if necessary the Community Services Director may change the recommended height to maintain an acceptable mowing finish, and /or prevent scalping of turf areas.

Line Trimming (weed eating)

Trim to a vertical height of one (1") inch maximum, or not to scalp.

Mowing and Trimming

The successful Respondent shall completely mow and trim all areas as designated in the mowing schedule each scheduled service week. All mowing equipment shall be equipped with turf type tires (cleated or ribbed tractor tires are prohibited). All mowing equipment shall be equipped with mulching kits when possible (side discharge mowers are prohibited without shield guards). All mowing at the water park will require the use of mulching plates/kit to prevent debris from blowing into the water and pool areas.

All median, right-of-way, and park area structures: poles, trees, signs, fences, and shrub beds must be given special care so as not to inflict damage. The City reserves the right to charge fees for any damage to these structures and plants.

Edging

All sidewalks, curbs and edges shall be mechanically trimmed in entirety each service week to remove lateral grass growth and maintain a crisp and clean appearance at each site.

Removal of Plant Clippings

Removal of cut grass from the turf area where growth occurred will not be required unless the cuttings are clumped. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, walkways, doorways, and adjacent properties shall be removed from the area prior to leaving the work site, but shall not be blown into the street or into the storm drains per City ordinance.

Post-emergent Weed Control

This contract includes spot-treatment for cracks & crevices, parking islands, tree rings, and similar areas. Glyphosphate/Diquat and/or similar products are acceptable.

Flower Beds and Shrubs

- Central, Veterans, and Saddle Hills Parks - There are no flower bed maintenance or shrub trimming required or included, and if requested by the City shall be charged at an additional rate to this contract agreement.

Services NOT included in the Contract

- Overseeding of rye grass or other winter grass.
- Pre-emergent herbicide applications
- Broad post-emergent herbicide application (spot treatment is included per Post-emergent Weed Control section of the RFP)
- Mulch installation
- Flower Bed Maintenance
- Shrub & Tree Trimming

If requested by the City, these services will be charged at an additional rate to the contract.

Change in Scope of Work:

At the City's discretion, additional locations and/or services may be added during the course of this contract in a cumulative amount not to exceed 25% of the original contract amount. Pricing will be determined at the time of addition, but based upon the quotes submitted for this RFP. All additional locations and/or services in excess of 25% will be subject to additional procurement process per State Law and City Policy. No oral statements modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by the City Manager or designee.

Conversely, locations or the type of service defined for each location may be reduced or deleted during the contract period, with no liability to the City, if it is in the City's best interest. If service is reduced, then the amount of the contract shall also be reduced at a rate commensurate with the reduction in work required.

EVALUATION OF PROPOSALS – SELECTION CRITERIA

Proposals will be evaluated by a selection committee using the following criteria:

1. Management and Approach.....25%

The Respondent's management and approach that demonstrates the Respondent's understanding of the Scope of Services and the potential to implement effectively as stated in the RFP; I.E. staffing and scheduling, crew supervision and inspections, performance evaluation, and plans to correct deficiencies.

2. Industry Experience.....25%

Referral history of successfully completing contracts similar to this scope and size, including meeting and maintaining expected deadlines; the character, integrity, reputation, judgment and efficiency of the Respondent.

3. Equipment and Production Capability.....20%

Respondent's current equipment inventory and the potential ability to complete/maintain the service contract deadlines during peak times and/or periods of downed equipment.

4. Responsiveness of the written proposal.....10%

Completeness and clarity of all required submittal information contained in RFP package and any supplemental information provided by Respondent that will demonstrate the quality of services. All addenda must be acknowledged as well.

5. Price.....20%

CONTRACT TERMS AND CONDITIONS

EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH RESPONDENT AGREES BY SUBMITTING A PROPOSAL:

Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective for twelve months from date of award. The City anticipates that contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

Option Clause: It is agreed that the City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the Respondent's past performance is not satisfactory.

Escalation Clause: Should market conditions prevail which dictate an increase, the successful Respondent may submit documentation requesting permission to increase pricing no later than 10 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the Respondent's cost, not profits.

This contract may be cancelled or terminated at any time by giving the Respondent thirty (30) days written notice. The Respondent may be entitled to payment for services actually performed; to the extent said services are satisfactory.

Delivery of Products and/or Services

Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice. Invoices will be processed after the work has been completed and the Work Record Summary submitted to and approved by the Community Services Director.

Warranty of Services: All services performed shall be warranted to be of a good and workmanlike quality to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, in addition to, and not in lieu of, any other express written warranties provided.

Miscellaneous

Assignments: The rights and duties awarded the successful Respondent shall not be assigned to another without the written consent of the City Manager or designee. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

Indemnification: Respondent agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related

expenses, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Gratuities / Bribes: Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Respondent, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

Required Licenses: Respondent certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

Compliance with Applicable Law: Respondent agrees that the contract will be subject to, and Respondent will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

Some or all of the pre-qualified Respondents considered for service agreement selections may, at the sole discretion of the City, be required to appear for oral presentations. The oral presentations, if required, shall be conducted so as to solicit information to enable the selection committee to evaluate the capability of the applicable Respondents to provide the specific services. The City will notify the Respondents of the schedule, order and procedure for the presentations. The oral presentations will be scored by the committee.

The deadline for submission of written proposals is 2:00 PM on December 16, 2021. Proposals that are received after this deadline will be considered as non-responsive and shall be rejected.

Sealed submittals, including one (1) signed original and three (3) copies, must be received by the City Secretary no later than **2:00 PM on December 16, 2021** at **214 Meadow Park Drive, White Settlement, Texas 76108** and be clearly marked on the outside, **"RFP 2021-002 Parks Mowing Services"**. Electronic submittals may be made through the Public Purchase website: www.publicpurchase.com and must be uploaded no later than 2:00 PM on Thursday, December 16, 2021. Late submittals will not be accepted.

Proprietary Information

If a Respondent does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Respondent fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

All responses submitted become the property of the City of White Settlement and are subject to the Public Information Act. All documentation shall be open for public inspection, except for trade secrets and confidential information so identified by the Respondent. Respondents are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Respondent shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Respondent can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of White Settlement, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Respondent, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code.

REQUIRED PROPOSAL INFORMATION

IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, THE RESPONDENT MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. MANAGEMENT AND APPROACH

Service Description: Provide an attached written statement describing how your organization intends on operating your crews and managing the contract including: the size of the crew, name(s), contact information and experience of on-site supervisor(s), contract administrator; property inspection frequency, inclement weather plans, downed equipment plans, deficient work correction plans, and plan to prevent debris in the pools at the water park.

2. INDUSTRY EXPERIENCE

The proposal shall include the number of years the Respondent's business has been in operation. The proposal shall include all predecessor business names, affiliated entities, and previous similar business entities and years operated by one or more of the principal(s) within the last five (5) years, including businesses that have changed legal status or form of the business. Omitting these business names in the Proposal may disqualify the Respondent. If it is later discovered that the successful Respondent omitted business names during the RFP process, the City may terminate the contract at any time.

Respondent shall provide five (5) references where Respondent has performed similar to or the same types of services as described herein. The following shall be included for each reference:

- Client / Company Name
- Contact Name
- Contact Title
- Phone Number
- E-mail Address
- Date and Scope of Work Provided

3. EQUIPMENT AND PRODUCTION CAPABILITY

Attach a list of all mowing equipment that your organization currently owns and/or leases to include age, make, model, deck/cutting capability, fuel type, mulch kit option, and tire type. Include contingency plans in case of downed equipment.

4. Cost of Proposed Services

Pricing: Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for 12 month contract term. The City is exempt from most state and local sales taxes by state law. Therefore the city does not possess a "tax exempt number". The City will provide a sales tax exemption certificate to the vendor upon request.

Price Increases Upon Extension: If approved by the City, the Respondent shall modify the rates charged by the Respondent to reflect any changes shown in the documentation of increase in cost delivered to the City. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Respondent's rates.

5. Financial Responsibility Provisions

The Respondent, consistent with its status as an independent contractor, shall carry at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require. The Respondent shall provide documentation with the Proposal for the following:

- Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, with a minimum of Two Million Dollars (\$2,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis.

Insurance certificates will show the City of White Settlement named as additional insured party.

6. Certificate of Interested Parties

The Respondent shall include with the Proposal a Certificate of Interested Parties (Form 1295) according to Government Code Section 2252.908. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295.

7. RFP Acknowledgement

The Respondent shall submit one signed original and three copies of the proposal including a completed RFP Acknowledgement (which includes the proposal price) found in Appendix A.

8. Addenda

Include a copy of each addendum with principal's signature acknowledging receipt of the addendum.

APPENDIX A



REQUEST FOR PROPOSAL ACKNOWLEDGEMENT

#2021-002 PARKS MOWING SERVICE

Submittal Deadline: 2:00 p.m. Thursday, December 16, 2021

Submit to: City of White Settlement
City Secretary's Office
214 Meadow Park Drive
White Settlement, Texas 76108
817-246-4971

Respondent Information

Legal Name: _____

Address: _____

City, State & Zip: _____

Phone Number: _____

E-mail Address: _____

Proposal price for one year service contract: \$ _____

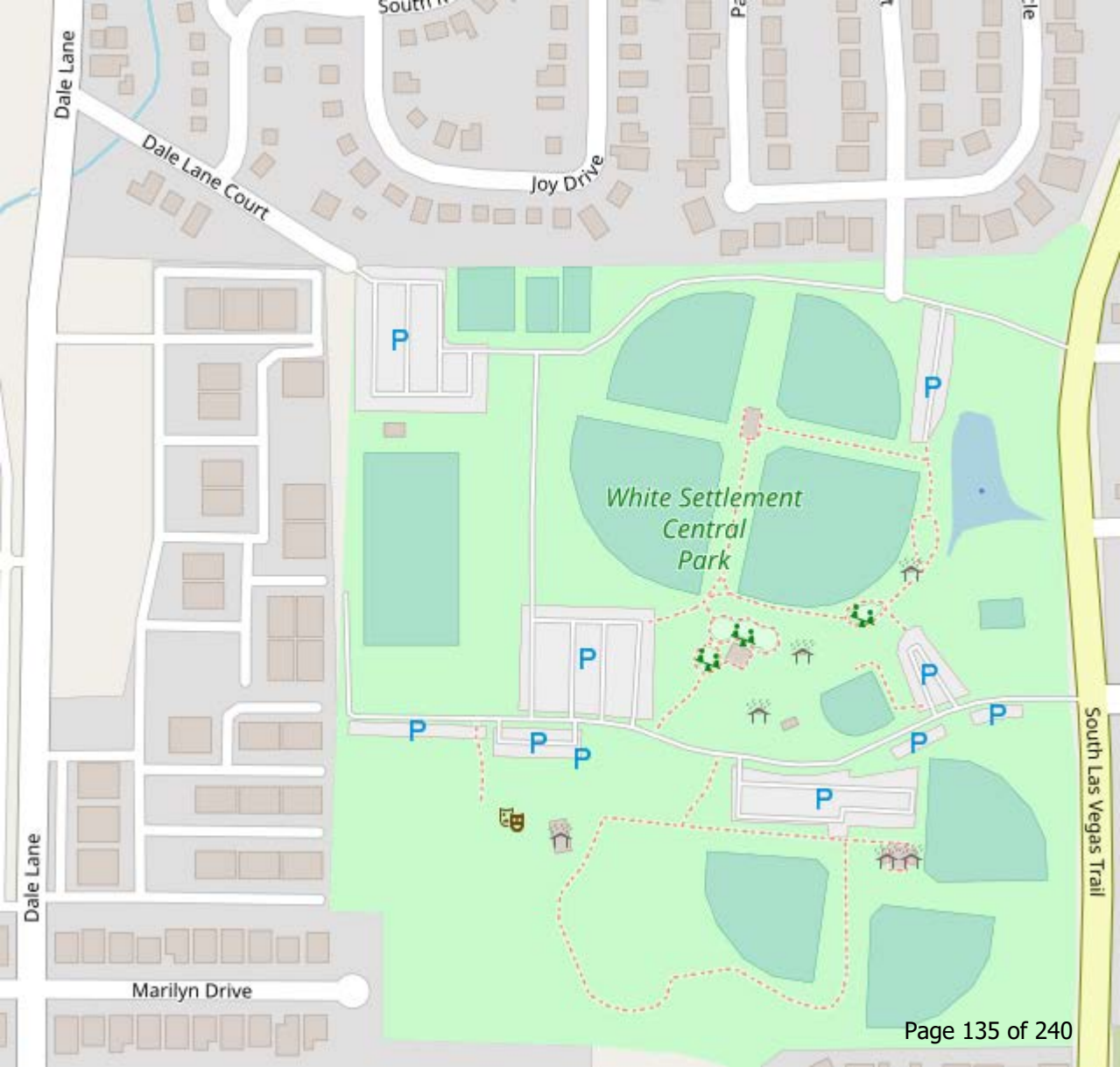
Respondent Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Respondent.

Signature of Authorized Representative

Name and Position of Authorized Representative

Date



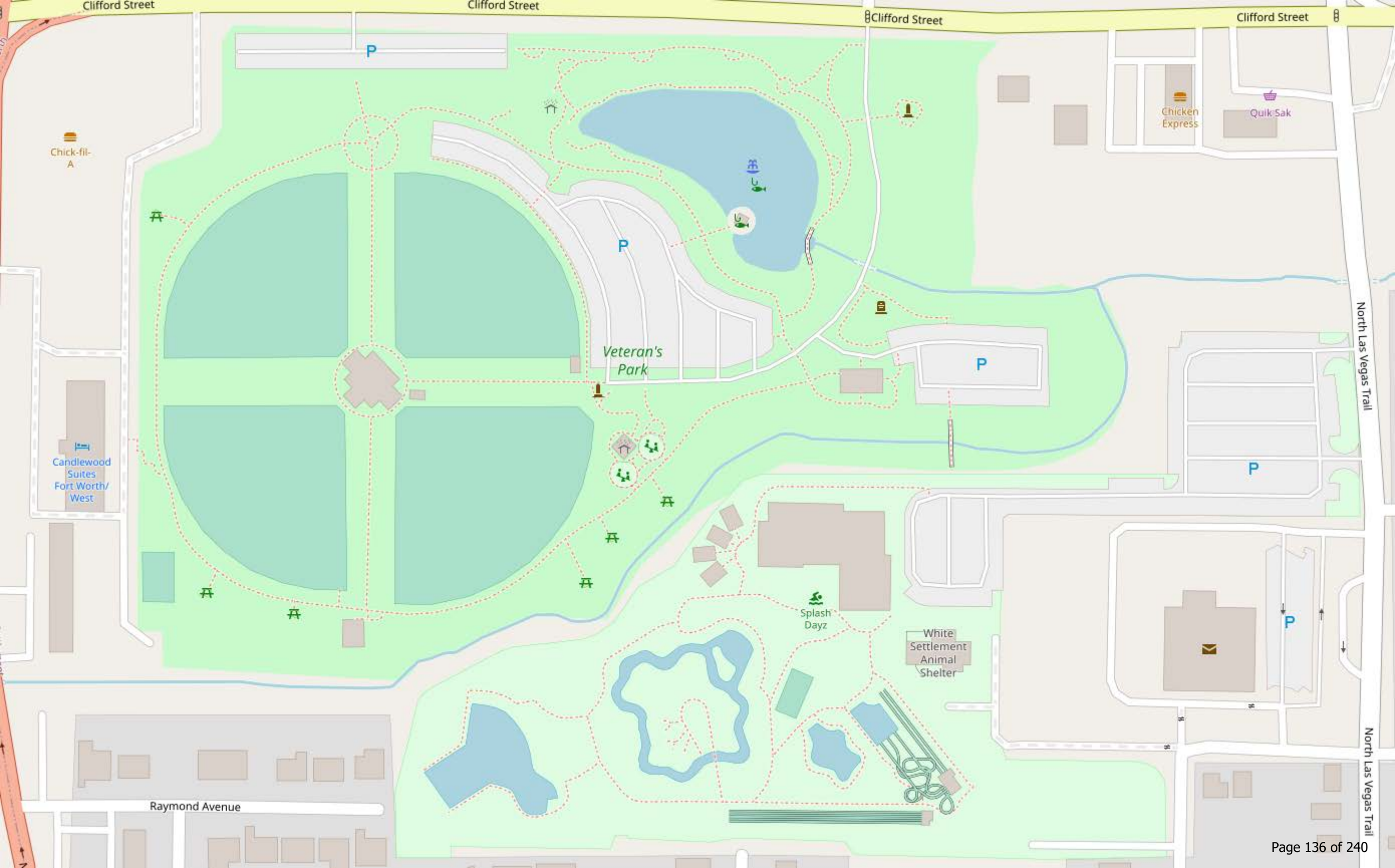
Dale Lane Court

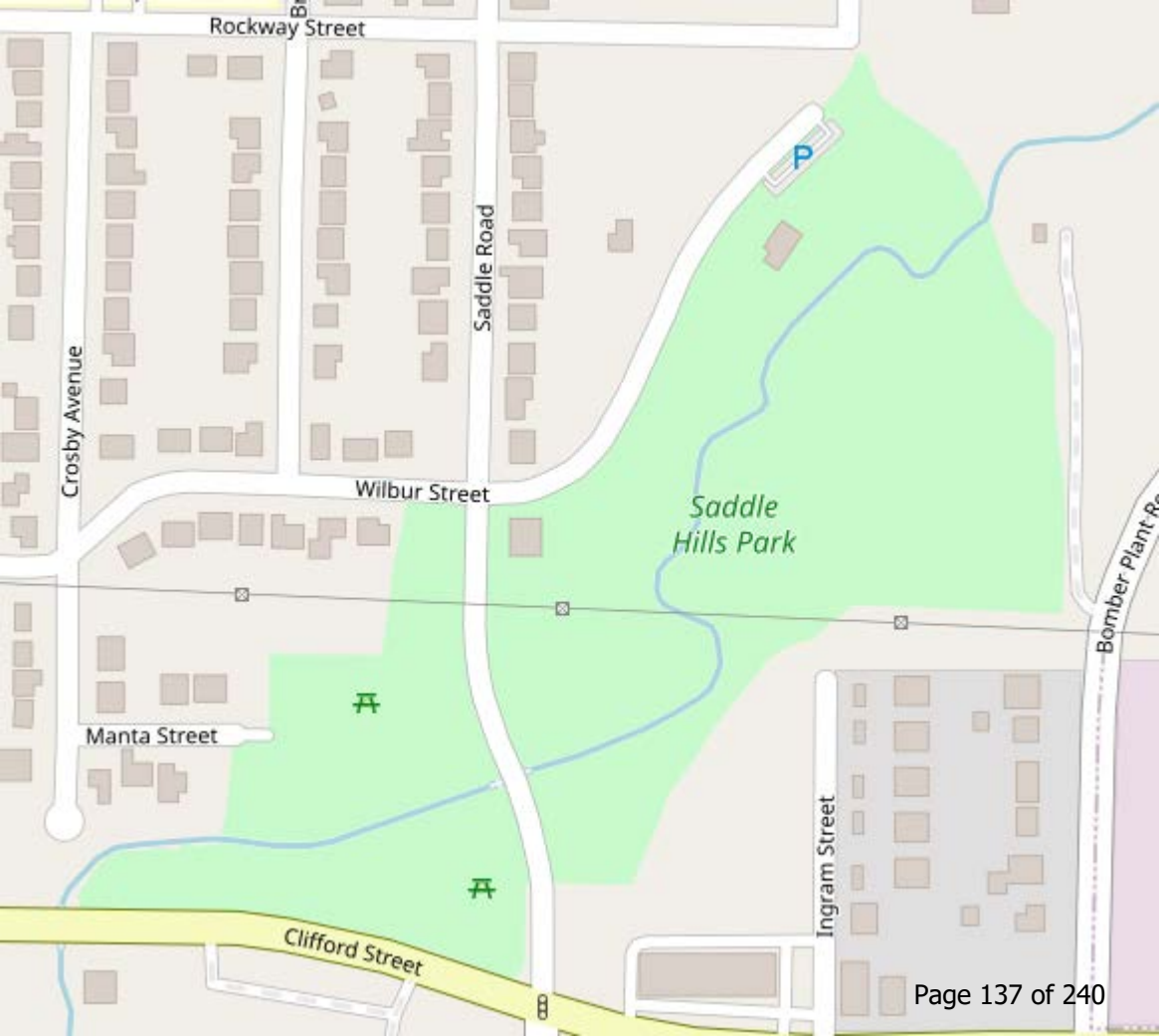
Joy Drive

White Settlement
Central
Park

South Las Vegas Trail

Marilyn Drive





**RFP #2021-002
PARKS MOWING SERVICES**

December 16, 2021

PROPOSAL OPENING CHECKLIST

<u>COMPANY</u>	<u>PHYSICAL SUBMISSION</u>	<u>or</u>	<u>DIGITAL SUBMISSION</u>
<u>PRESTIGE WORLDWIDE SERVICES LLC</u>	☒		☐
<u>EARTHTONES MAINTENANCE LLC</u>	☒		☐
<u>HARRIS BEST LAWN CARE</u>	☒		☐
<u>YELLOWSTONE LANDSCAPE</u>	☒		☐
<u>MG LAWN AND LANDSCAPE LLC</u>	☒		☐
<u>GI-MOW</u>	☒		☐
<u>BRIGHTVIEW LANDSCAPE SERVICES INC</u>	☐		☒
<u>SRH LANDSCAPES LLC</u>	☐		☒
<u>WCD ENTERPRISES, LLC</u>	☐		☒
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PAGE 1 OF 1

RFP #2020-003: Lot Mowing
EVALUATIONS

Weighted Price Scoring

Price is for annual amount of contract

	PRICE	SCORE
Prestige Worldwide Services	188080	5.038813
Earthtones Maintenance	139230	6.806723
Harris Best lawncare	307125	3.085714
Yellowstone Landscape	149107	6.355838
MG Lawn and Landscape	117000	8.1
GI_Mow	199875	4.741463
Brightview Landscape Services	118521.3	7.996031
SRH Landscapes	94770	10
WCD Enterprises	235000	4.032766

Lowest Price:

Scoring Calculation: Lowest Price is 10 Points. Other prices calculated as a percentage of lowest
Lowest Price divided by vendor price times 10

t price:

Price Scoring: VENDOR has lower pricing and is scored 10 points. Other vendors' score determined by dividing their price into Lowest price.
See Tab 2 for details

PRESTIGE WORLDWIDE SERVICES

Evaluator A			
Criteria	Score	Weight	Total
A	8	25%	2
B	7	25%	1.75
C	9	20%	1.8
D	10	10%	1
E	5.04	20%	1.008
			6.55

Evaluator B			
Criteria	Score	Weight	Total
A	5	25%	1.25
B	5	25%	1.25
C	5	20%	1
D	10	10%	1
E	5.04	20%	1.008
			4.5

Evaluator C			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	8	25%	2
C	6	20%	1.2
D	10	10%	1
E	5.04	20%	1.008
			5.7

Combined Average		Score
Evaluator		6.55
A		4.5
B		5.7
C		5.83333

PRESTIGE WORLDWIDE SERVICES

EARTHTONES MAINTENANCE

Evaluator A			
Criteria	Score	Weight	Total
A	8	25%	2
B	8	25%	2
C	8	20%	1.6
D	0	10%	0
E	6.81	20%	1.362
			5.6

Evaluator B			
Criteria	Score	Weight	Total
A	5	25%	1.25
B	6	25%	1.5
C	4	20%	0.8
D	0	10%	0
E	6.81	20%	1.362
			3.55

Evaluator C			
Criteria	Score	Weight	Total
A	8	25%	2
B	8	25%	2
C	7	20%	1.4
D	0	10%	0
E	6.81	20%	1.362
			5.4

Combined Average		Score
Evaluator		5.6
A		3.55
B		5.4
C		4.85

EARTHTONES MAINTENANCE

HARRIS BEST LAWN CARE

DECLARED NON-RESPONSIVE			
Criteria	Score	Weight	Total
A		25%	0
B		25%	0
C		20%	0
D		10%	0
E	3.09	20%	0.618
			0

Evaluator B			
Criteria	Score	Weight	Total
A		25%	0
B		25%	0
C		20%	0
D		10%	0
E	3.09	20%	0.618
			0

Evaluator C			
Criteria	Score	Weight	Total
A		25%	0
B		25%	0
C		20%	0
D		10%	0
E	3.09	20%	0.618
			0

Combined Average		Score
Evaluator		0
A		0
B		0
C		0

HARRIS BEST LAWN CARE

YELLOWSTONE LANDSCAPE

Evaluator A			
Criteria	Score	Weight	Total
A	10	25%	2.5
B	8	25%	2
C	7	20%	1.4
D	10	10%	1
E	6.36	20%	1.272
			6.9

Evaluator B			
Criteria	Score	Weight	Total
A	4	25%	1
B	7	25%	1.75
C	4	20%	0.8
D	10	10%	1
E	6.36	20%	1.272
			4.55

Evaluator C			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	7	25%	1.75
C	6	20%	1.2
D	10	10%	1
E	6.36	20%	1.272
			5.45

Combined Average		Score
Evaluator		6.9
A		4.55
B		5.45
C		5.63333

YELLOWSTONE LANDSCAPE

MG LAWN AND LANDSCAPE

Evaluator A			
Criteria	Score	Weight	Total
A	8	25%	2
B	8	25%	2
C	9	20%	1.8
D	10	10%	1
E	8.1	20%	1.62
			6.8

Evaluator B			
Criteria	Score	Weight	Total
A	7	25%	1.75
B	8	25%	2
C	8	20%	1.6
D	10	10%	1
E	8.1	20%	1.62
			6.35

Evaluator C			
Criteria	Score	Weight	Total
A	8	25%	2
B	7	25%	1.75
C	7	20%	1.4
D	10	10%	1
E	8.1	20%	1.62
			6.15

Combined Average		Score
Evaluator		6.8
A		6.1
B		5.25
C		5.73333

MG LAWN AND LANDSCAPE

GI-MOW

Evaluator A			
Criteria	Score	Weight	Total
A	7	25%	1.75
B	7	25%	1.75
C	8	20%	1.6
D	10	10%	1
E	4.74	20%	0.948
			6.1

Evaluator B			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	7	25%	1.75
C	5	20%	1
D	10	10%	1
E	4.74	20%	0.948
			5.25

Evaluator C			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	7	25%	1.75
C	8	20%	1.6
D	10	10%	1
E	4.74	20%	0.948
			5.85

Combined Average		Score
Evaluator		6.1
A		6.1
B		4.75
C		5.85

GI-MOW

BRIGHTVIEW LANDSCAPE SERVICES

Evaluator A			
Criteria	Score	Weight	Total
A	8	25%	2
B	8	25%	2
C	9	20%	1.8
D	10	10%	1
E	8	20%	1.6
			6.8

Evaluator B			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	5	25%	1.25
C	5	20%	1
D	10	10%	1
E	8	20%	1.6
			4.75

Evaluator C			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	7	25%	1.75
C	7	20%	1.4
D	10	10%	1
E	8	20%	1.6
			5.65

Combined Average		Score
Evaluator		6.8
A		6.1
B		4.75
C		5.73333

BRIGHTVIEW LANDSCAPE SERVICES

SRH LANDSCAPES

Evaluator A			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	6	25%	1.5
C	7	20%	1.4
D	9	10%	0.9
E	10	20%	2
			5.3

Evaluator B			
Criteria	Score	Weight	Total
A	5	25%	1.25
B	5	25%	1.25
C	6	20%	1.2
D	9	10%	0.9
E	10	20%	2
			4.6

Evaluator C			
Criteria	Score	Weight	Total
A	6	25%	1.5
B	7	25%	1.75
C	7	20%	1.4
D	8	10%	0.8
E	10	20%	2
			5.45

Combined Average		Score
Evaluator		5.3
A		4.6
B		4.75
C		5.65

SRH LANDSCAPES

WCD ENTERPRISES

NON-RESPONSIVE			
Criteria	Score	Weight	Total
A		25%	0
B		25%	0
C		20%	0
D		10%	0
E	4.03	20%	0.806
			0

Evaluator B			
Criteria	Score	Weight	Total
A		25%	0
B		25%	0
C		20%	0
D		10%	0
E	4.03	20%	0.806
			0

Evaluator C			
Criteria	Score	Weight	Total
A		25%	0
B		25%	0
C		20%	0
D		10%	0
E	4.03	20%	0.806
			0

Combined Average		Score
Evaluator		0
A		0
B		0
C		0

WCD ENTERPRISES

APPENDIX A



REQUEST FOR PROPOSAL ACKNOWLEDGEMENT

#2021-002 PARKS MOWING SERVICE

Submittal Deadline: 2:00 p.m. Thursday, December 16, 2021

Submit to: City of White Settlement
City Secretary's Office
214 Meadow Park Drive
White Settlement, Texas 76108
817-246-4971

Respondent Information

Legal Name: MG Lawn and Landscape LLC
Address: 6080 S Hulen 360 Box 197
City, State & Zip: Fort Worth, TX 76132
Phone Number: 817 995 0324
E-mail Address: mean.green.DFW@gmail.com
Proposal price for one year service contract: \$117,000.00

Respondent Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Respondent.

Wade Hicks

Signature of Authorized Representative

Wade Hicks Sales Manager

Name and Position of Authorized Representative

12-15-21

Date



Management and Approach

MG will assign 2 primary crews with a third back up in the event of weather conflicts.

Manager on site

Crew 1 – 4 team members

- 2 -72" Zero Turns
- 4 – Weed Eaters
- 2- Blowers

Crew 2 – 3 team members

- 2 -72" Zero Turns
- 4 – Weed Eaters
- 2- Blowers

Schedule –

- Service all parks in 1 day
- Splash Dayz schedule both teams to be over to finish in allotted time slot

Weather –

- In event of weather MG has the ability to mobilize additional crews. However turf and conditions of properties are our main priority

Inspections –

- All properties will be inspected by supervisor. This supervisor has been with MG for 11 years and has mowed these properties during previous contract period. All reports with date stamp photos will be emailed by end of day following service.

Office –

- Our team consist of office support to help with any variables arise. Our office staff will help keep the schedule consistent, organized and the contract supervisor updated. In addition our office support allows our team to focus on their primary duties while they handle back of the house issues that might arise.



Industry Experience

MG Lawn and Landscape LLC has been in business for 15 years, and solely operated under that entity.

References

City of Benbrook – Full City Contract (2018 – present)

- Mowing of all ROW, parks, City owned properties
- Sam Moore (Contract Coordinator)
- smoore@benbrook-tx.gov
- 8172495580

City of Arlington – Multiple Contracts (2019- present)

- Park mowing all parks, median and row services for North district, all golf courses, all beatification projects
- Randy Villareal (Parks Service Supervisor)
- 8174596211
- Randy.villareal@arlingtontx.gov

Tarrant County – Mowing and Landscape Contract (Mowing 2016 – 2018 Landscape 2019 – present)

- Mow all sites owned by Tarrant County and provide landscape services
- Installation of Fallen Sheriff Memorial 2021
- Josh Palmer (Building Manager)
- 8178842865
- jbpalmer@tarrantcounty.com

See Next Page



Texas Star – HOA Contracts (2016 – present)

- 10+ Hoa communities totaling approx. 120 mowable acres
- Heather Allen (Community Manager)
- 4698991000 Ext. 157
- hallen@tscmanagement.com

City of Watauga – Full City Contract (2017 – 2021)

- Mowing of Right of Ways, Parks, and municipalities
- Chad Stephens (Interim Director)
- 8175145829
- Cstephens@wataugatx.org



Equipment and Production Capability

Equipment List

2-104" Hustler (Year 2021)
16-72" John Deere Zero Turn (Year 2020)
12-60" John Deere Zero Turn (Year 2020)
4-60" Scag Zero Turn (Year 2021)
30 + Weed Eaters (year 2021)
30 + Blowers (year 2021)

Downed equipment

- On our equipment list not all of the mowers or handhelds are assigned to crews, as they serve as back ups. Downed equipment will never be an issue for us.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roach Howard Smith & Barton - Fort Worth 1320 South University Drive Fort Worth TX 76107	CONTACT NAME: Brian Tucker PHONE (A/C, No, Ext): (817) 332-1313 FAX (A/C, No): (817) 332-2956 E-MAIL ADDRESS:														
INSURED MG Lawn & Landscape LLC dba Mean Green Lawn & Landscape 6080 S. Hulen St. #360 Box 197 Fort Worth TX 76133	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Central Mutual Ins Co</td><td>20230</td></tr><tr><td>INSURER B: Texas Mutual Ins Co</td><td>22945</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Central Mutual Ins Co	20230	INSURER B: Texas Mutual Ins Co	22945	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Texas Mutual Ins Co	22945														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** Cert ID 49693**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CLP 9799180	01/01/2021	01/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Empl Benefits Liab</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Empl Benefits Liab	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																			
MED EXP (Any one person)	\$ 10,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
Empl Benefits Liab	\$ 1,000,000																			
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAP 9799181	01/01/2021	01/01/2022	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ None		BAP 9799181	01/01/2021	01/01/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000										
EACH OCCURRENCE	\$ 1,000,000																			
AGGREGATE	\$ 1,000,000																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	0002056689	01/01/2021	01/01/2022	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
						\$ \$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General and auto liability policies include a blanket automatic additional insured endorsement or provision that provides additional insured status to the certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General liability policy contains a special endorsement or provision with "primary additional insured" wording. General and auto liability, and workers compensation policies include a blanket automatic waiver of subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Tarrant County 100 E Weatherford Street Fort Worth TX 76102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bart Tucker
--	--

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-832680

Date Filed:
12/14/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MG Lawn and Landscape LLC
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

White Settlement

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021-002
Parks Mowing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Michael Whittaker, and my date of birth is 10/24/84.

My address is 1080 S Hulen St Ste 340 Fort Worth TX 76132 Tarrant
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Johnson County, State of Texas, on the 15th day of Dec., 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MG Lawn & Landscaping LLC	
2 Business name/disregarded entity name, if different from above Mean Green	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 6080 S Hulien St Ste 360 Box 197	Requester's name and address (optional)
6 City, state, and ZIP code Fort Worth TX 76132	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
27	4144198

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
		6/3/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**City of White Settlement
RFP #2021-002
PARKS MOWING SERVICES**

ADDENDUM #01

Answers to questions asked during the pre-proposal meeting and from www.publicpurchase.com

Satellite views of the parks with the boundaries outlined.

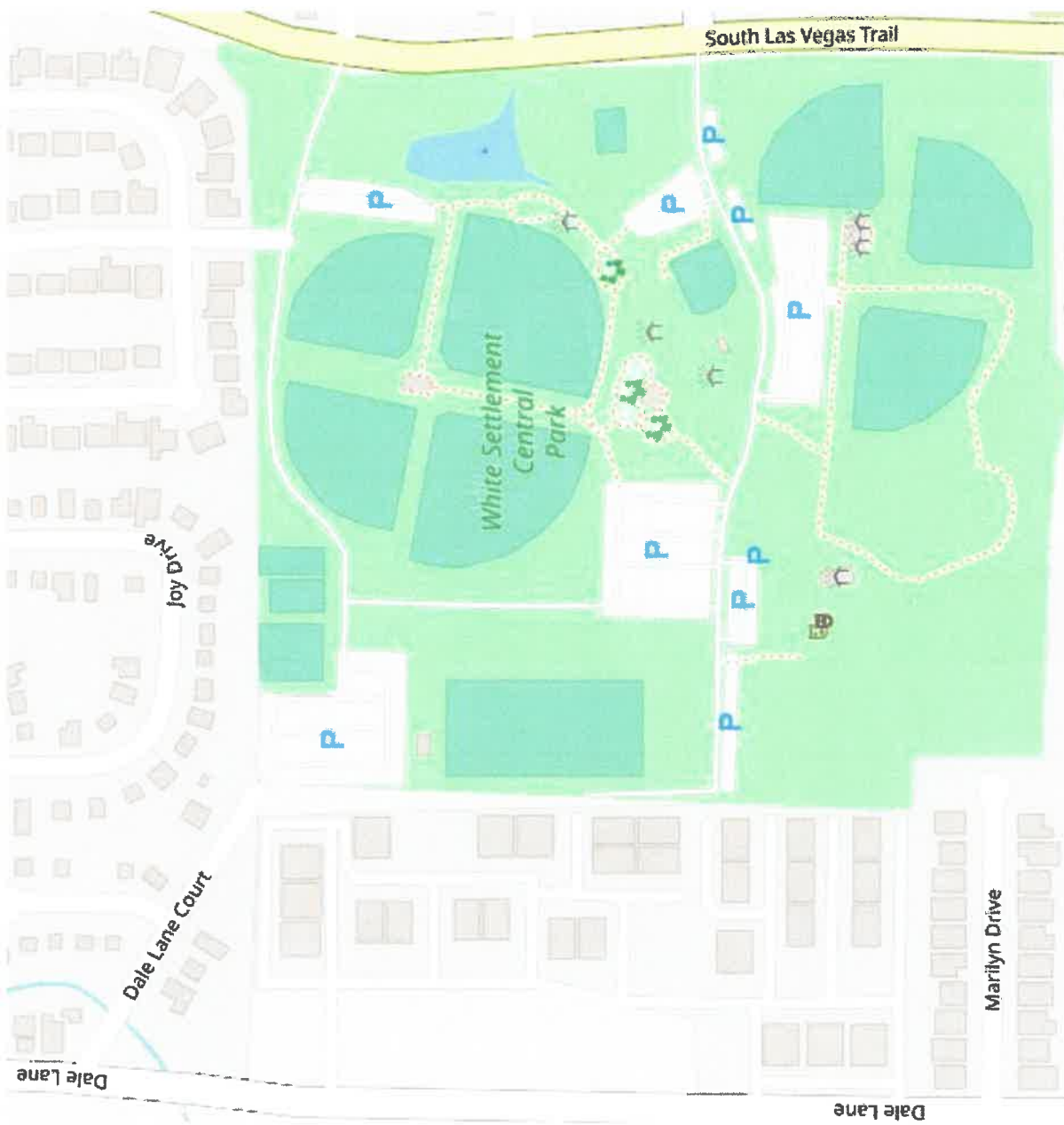
You must sign below and submit this page with your proposal acknowledging receipt of this addendum.

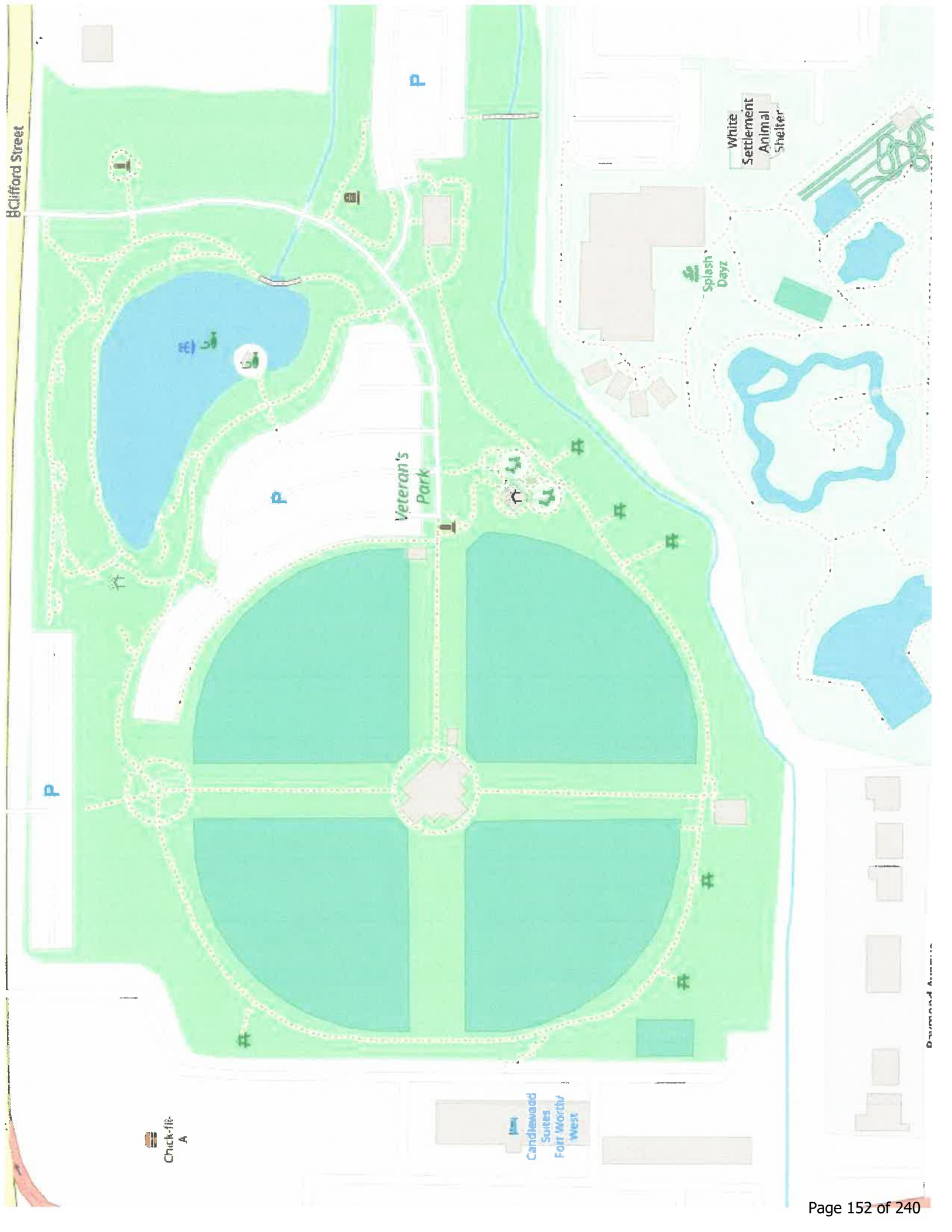
MG Lawn and Landscape LLC

Company Name

Wade Hubbs

Signature of Authorized Representative





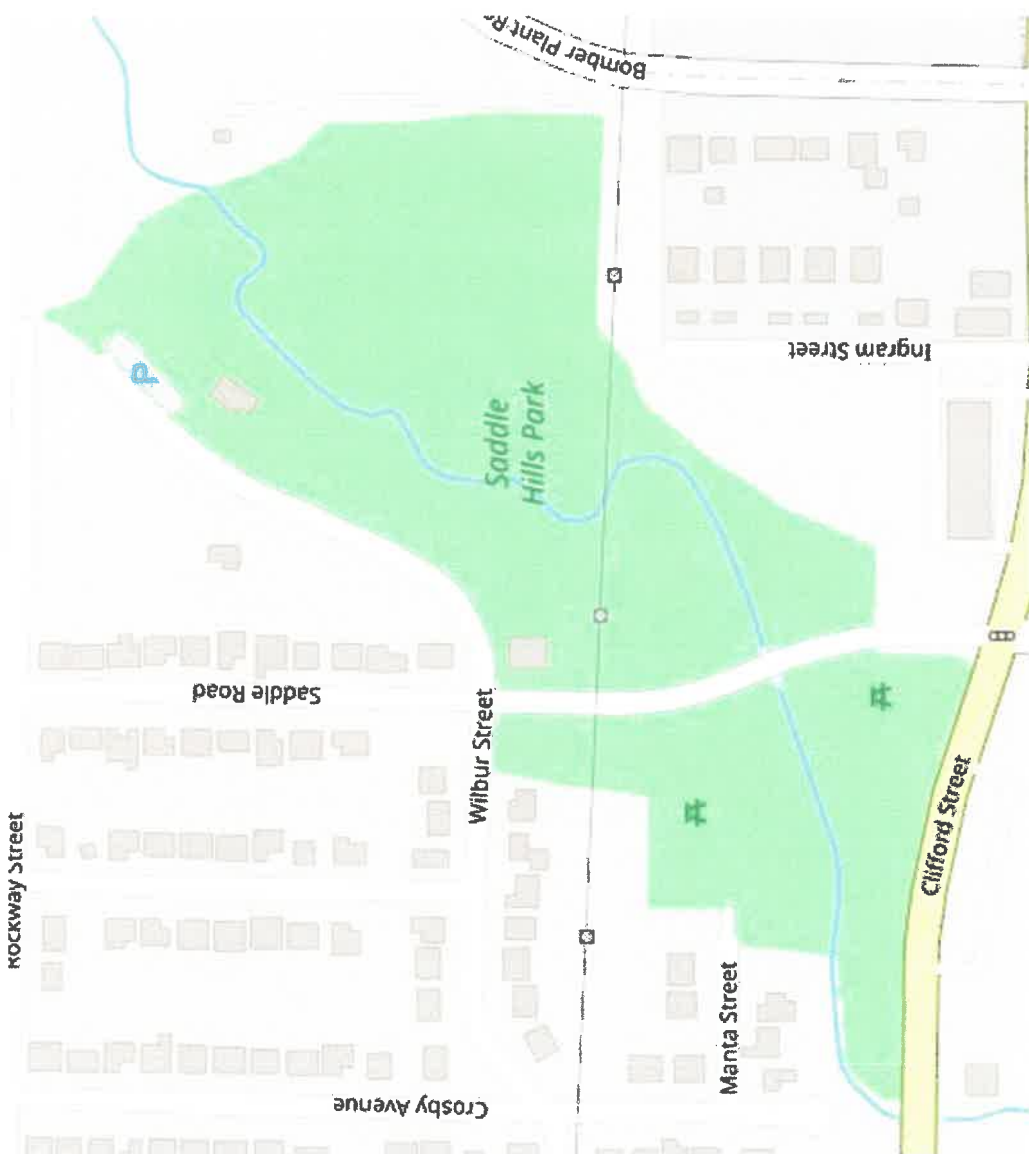
Chuck-It-A

Candlewood Suites
Fort Worth West

White Settlement
Animal Shelter

Splash Dayz

Veteran's Park



RFP 2021-002: PARKS MOWING SERVICES

PRE-PROPOSAL MEETING QUESTIONS AND ANSWERS

The pre-proposal meeting was held 12/07/2021. The meeting was recorded and is available to view at <https://vimeo.com/654595096>. The following questions relate to information that may have a material effect on your proposals. **For your proposal to be considered responsive, you must sign the addendum acknowledgement page and return it with your proposal.**

WHO HOLDS CURRENT CONTRACT AND FOR HOW MUCH?

GI-MOW. CURRENT CONTRACT AMOUNT IS \$86,100 PER YEAR

WHAT IS THE SIZE OF THE PARKS' MOWING AREAS?

CENTRAL PARK: OVERALL SIZE AROUND 48 ACRES

SADDLE HILLS PARK: OVERALL SIZE AROUND 11 ACRES

VETERANS PARK (INCLUDING WATER PARK) AROUND 46 ACRES

THESE ARE THE APPROXIMATE, OVERALL SIZES OF THE PARKS, THE MOWING AREAS ARE NOT BROKEN OUT.

ARE THERE DUMPSTERS AT EACH PARK TO THROW AWAY THE COLLECTED TRASH AND DEBRIS?

CENTRAL PARK, VETERANS PARK AND SPLASH DAYS HAVE DUMPSTERS, SADDLE HILLS DOES NOT. TRASH FROM SADDLE HILLS MAY BE DISPOSED OF AT ANOTHER PARK'S DUMPSTERS.

IS CHEMICAL TRIMMING PERMITTED AROUND THE BOULDERS AT THE BOUNDARIES OF THE PARKS?

YES, HERBICIDES ARE PERMITTED AROUND BOULDERS, SIGNPOSTS, TREE RINGS, PARKING ISLANDS, AND IN CRACKS AND CREVICES OF THE SIDEWALKS, AND OTHER CONCRETE AREAS.

IS IT REQUIRED TO MOW BETWEEN THE BASEBALL FIELDS AT CENTRAL PARK?

THE BASEBALL FIELDS AT CENTRAL PARK ARE FENCED IN, NO MOWING IS REQUIRED THERE. THE THREE SOFTBALL FIELDS ON THE SOUTH SIDE OF THE PARK ARE NOT IN A FENCED COMPLEX, THEREFORE MOWING IS REQUIRED BETWEEN THOSE FIELDS.

RFP 2021-002: PARKS MOWING SERVICES

PRE-PROPOSAL MEETING QUESTIONS AND ANSWERS

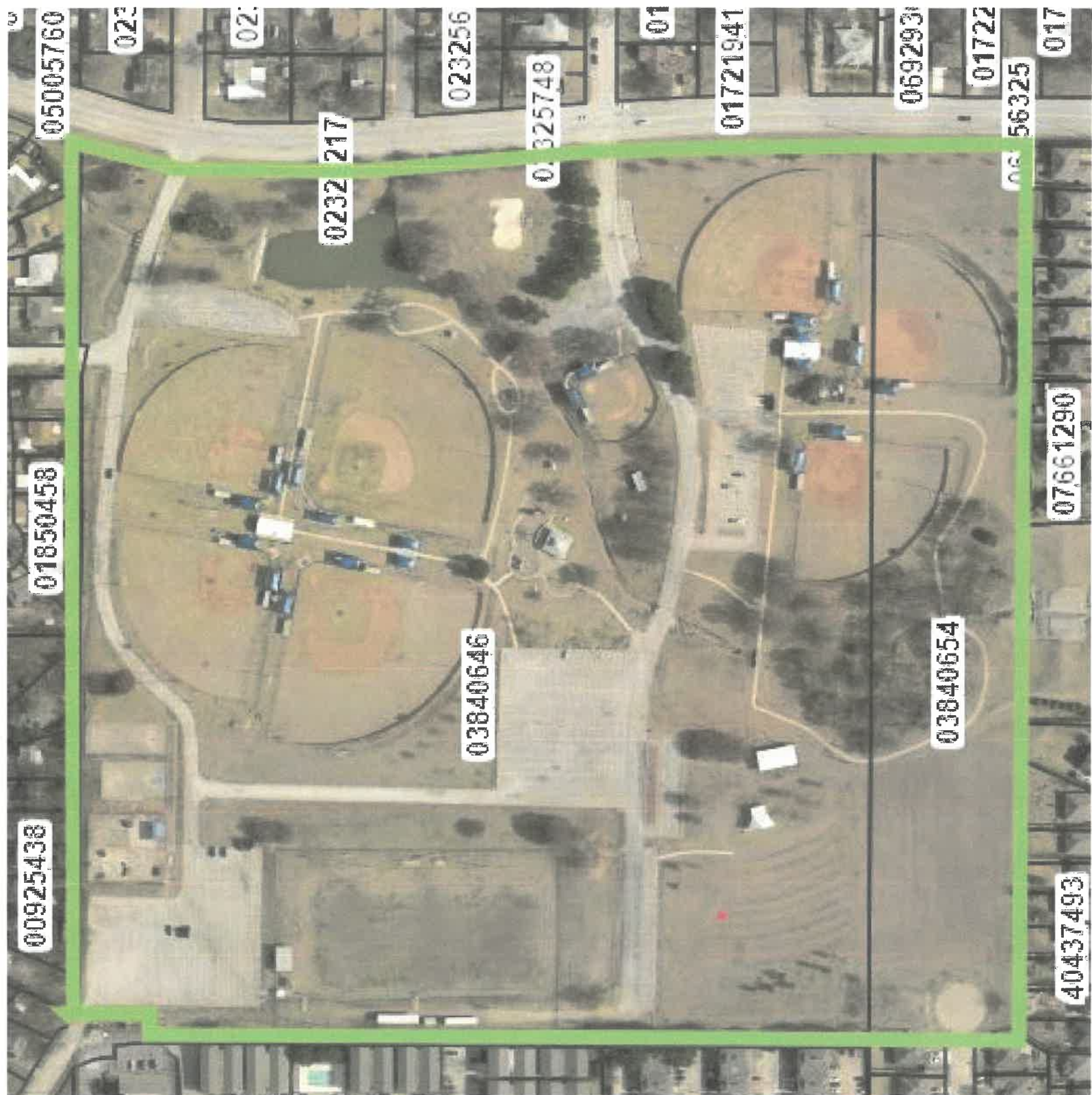
ARE THERE CONSTRUCTION PROJECTS PLANNED FOR THE PARKS THAT WILL AFFECT THE MOWING AREAS?

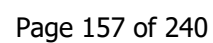
THE CITY HAS APPLIED FOR A GRANT TO ADD FITNESS EQUIPMENT AT VETERANS PARK ALONG THE WALKING PATH ON THE NORTH. IF THE GRANT IS RECEIVED, THE EQUIPMENT WILL PROBABLY BE INSTALLED IN 2023.

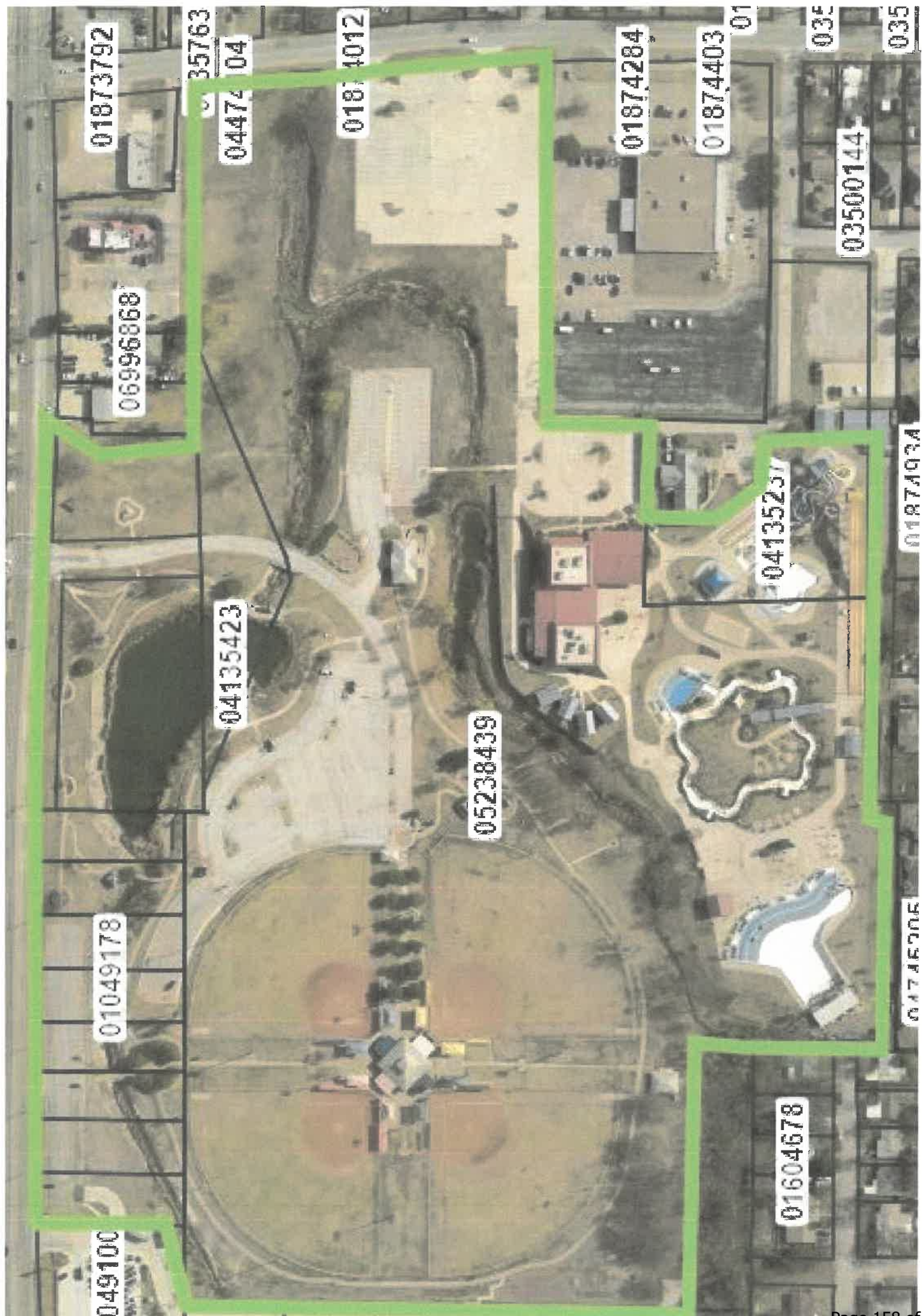
ARE CONTRACTORS REQUIRED TO MOVE THE FURNITURE WHEN MOWING SPLASH DAYZ?

MOST FURNITURE IS LOCATED ON CONCRETE EXCEPT FOR THE AREA WITHIN THE BOUNDARY OF THE LAZY RIVER. IF THE WATER PARK IS MOWN ON MONDAYS WHEN THE PARK IS CLOSED, CITY WORKERS WILL REMOVE THE FURNITURE FROM THE GRASS. IF THE PARK IS MOWN ON ANY OTHER DAY, THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING THE FURNITURE FROM THE GRASS TO MOW, AND THEN REPLACING THE FURNITURE BEFORE THE PARK OPENS FOR BUSINESS.

A NUMBER OF QUESTIONS WERE ASKED ABOUT THE BOUNDARIES OF THE PARKS AND MOWING AREAS AS OPPOSED TO THE WAY THEY ARE SHOWN ON THE MAPS IN THE RFP PACKET. FOLLOWING THIS PAGE ARE UPDATED VIEWS OF THE PARKS WITH ACCURATE BOUNDARIES DRAWN IN.









To: City Council

From: Richard Tharp, Community Services Director

Date: February 1, 2022

Staff brings this item to the Council to discuss and consider approval of the 2022 WSISD Brewer High School National Art Honor Society (NAHS) mural wall art project site located at Waggoman Park. The mural concept is to be exhibited and completed on the alcove recess corner on the Recreation Center building facing east and north towards the Waggoman Playground. The mural inspiration will be a continuation of the Monarch butterfly theme, but also depict nature and other insects using bright and vibrant colors. They would like to begin the actual painting towards the end of March or early April after spring break. Each member of the NAHS has been enrolled in an art class at Brewer High School and is a current or past member in good standing with the NAHS. There are currently 36 student members, ranging in ages from 9th grade to 12th grade. They will be instructed and supervised by WSISD Art Instructors of Brewer High School, Kellyn Neulist and Jacquelyn Bandy. The estimated completion time of the mural should be a one to two day project, and will be scheduled around inclement weather events. As with the last NAHS mural wall project in 2019, the city will provide the mural wall supplies (paint, brushes, ladders, etc.) for the students to use on the project day.







RoofTop

Rec Gaym Wall





To: City Council
From: Larry Hoover, CPM
Director of Public Works
Date: February 1, 2022

Freeze and Nichols Inc. (FNI) performed a Corrosion Control Study for the City in February of 2021. They submitted their findings to The Texas Commission on Environmental Quality (TCEQ). Based on the data available and RTW model from the American Water Works Association (AWWA) and discussions with TCEQ, corrosion control strategies must be implemented by the city to address the lead exceedances from 2017. As a note the lead and copper concentrations have been within compliance levels for the 2018, 2019 and 2020 sample events.

The submitted PSA for engineering services to include design, bids, construction and implementation of chemical feed equipment for PH control in the amount of \$151,007. The TCEQ has approved the location, the Chemical and Dosage rates and has set the desired levels to be obtained for the long term success of the water system. The project is funded in this fiscal year's budget in the Water Capital fund. Staff recommends approval.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of White Settlement, hereinafter called "Client" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Well Site No. 10 Caustic Storage and Feed Improvements.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement for in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of One Hundred Forty Thousand Five Hundred Seventy-Eight Dollars (\$140,578.00) for the Basic Services and for a not to exceed fee of Ten Thousand Four Hundred Twenty-Nine Dollars (\$10,429.00) for the Special Services.

If FNI's services are delayed or suspended by Client, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.**City of White Settlement**

By: _____

By: _____

Print Name and Title_____
Print Name and Title

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) completed and submitted the Corrosion Control Study information to the Texas Commission on Environmental Quality (TCEQ) on February 3, 2021. Based on the available data, the use of the RTW Model as distributed by the American Water Works Association (AWWA), and discussions with the TCEQ, corrosion control strategies must be implemented by the City of White Settlement (City, Client) to address the lead exceedances from 2017. The measured lead and copper concentrations have been within compliance levels for the 2018, 2019, and 2020 sample events.

With the goal of improving the corrosivity of the water entering the distribution system, the Client desires to implement a pH control system at Well Site 10 (Entry Point 9, 1101 Lakeview).

The pH control system will be based on sodium hydroxide (NaOH, caustic soda), which is commonly used for water treatment applications and with solution concentrations ranging from 25 percent to 50 percent. Sodium hydroxide dosing may result in localized scale formation at the point of injection; therefore, mixing and access to the injection location will be critical for the long-term success of the system. This situation can be partially reduced by using a lower concentration solution (25 percent) instead of the higher concentration. The use of lower concentration sodium hydroxide solutions will also mitigate temperature issues associated with 50 percent sodium hydroxide. As ambient and solution temperatures drop below 55°F, the viscosity of 50 percent sodium hydroxide shifts dramatically resulting in the solution “gelling” or “freezing” which can lead to line plugging and the inability to dose chemical.

The scope of services outlined herein are based on the flow and chemical usage assumptions presented in Table 1.

Table 1: Sodium Hydroxide Flow and Dose Assumptions

	Well Site 10 Entry Point 9 1101 Lakeview
Well Flow, gpm	144
Caustic Dosage, mg/L	Minimum-Maximum: 1 – 3; Design: 2 design
Caustic Usage, gpd	1.3 (based on well flow and design dose)
Caustic Storage Requirement, gal	19.5 (15 days)
Caustic Storage Option	One (1) 55-gallon drum

Additional assumptions for this scope of services include:

- Dosing Location: The sodium hydroxide will be dosed between the existing groundwater well and the existing ground storage tank at the site.

- Enclosure: A pre-engineered fiberglass reinforced plastic (FRP) enclosure will be designed for chemical storage. This enclosure will include lighting, ventilation, heating, and electrical services to support the sodium hydroxide storage and feed equipment.
- Chemical Feed System: The chemical feed system will consist of a pre-assembled skid assembly with piping, valves, devices, and a chemical feed pump. The skid will be configured with one duty pump; however, an on the shelf spare pump will be specified.
- Chemical Storage System: The chemical storage system will consist of polypropylene spill containment pallet. It is anticipated the spill containment pallet will have measurements of approximately 51" x 51" x 10" (height) with room to accommodate up to four (4) drums.
- Chemical Feed Controls: The chemical feed system will not be flow paced since the flow from the well is constant. In addition, the system will not support remote control of the pumps or dosing. When the well pump turns on, a relay will provide the permissive for the chemical feed pump to operate. The pump will be set to automatically resume the desired pump speed/dosing when the run permissive is provided. There will be no offsite monitoring or control of the sodium hydroxide storage or feed systems.
- Survey: Survey will be required for Well Site 10.

This scope will include the detailed design (specifications and drawings) associated with the above referenced items. In addition, advertisement and bid phase services and general construction representation are included with the scope of services. These services do not include a resident project representative.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK A. PROJECT MANAGEMENT: Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, and invoice for the scope items identified below. Documentation shall be in accordance with any regulatory requirements for the Project. These duties include maintaining regular contact with the Client to help meet the needs of the Client in a timely manner and executing work per the work plan, budget, and schedule.

TASK B. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Project Kick-off Workshop:
 - a. Conduct a project kick-off workshop with the Client at the Client's facility to (1) review the scope of services, (2) verify Client's requirement for the Project, and (3) review and update available data.
 - b. Advise Client regarding the necessity of the Client's providing or obtaining data or services from others and assist the Client regarding such services.
 - c. A site visit will also be conducted by FNI staff in conjunction with the workshop to support the design efforts.
 - d. Deliverables:
 - i. Workshop agenda.
 - ii. Workshop notes.

2. Meetings and Site Visits:
 - a. Conduct one (1) workshop with the Client during the Design Phase. FNI will submit relevant drawings, specifications, and detailed data for the review workshop two (2) weeks before the workshop date to allow the Client adequate time for review and comment.
 - i. 75% design level QC workshop, including constructability reviews and construction sequencing discussions.
 - ii. The workshop will be conducted at the Client's offices.
3. Detailed Design:
 - a. The design will include the design elements identified in the Project Understanding.
 - b. Perform process and hydraulic calculations consistent with the design standards of the Texas Commission on Environmental Quality (TCEQ) Chapter 290 requirements to size all treatment elements included in the Design Phase.
 - c. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed. For design planning, the design is assumed to include the major items listed in the narrative and assumptions above. If alternative design elements are chosen, then any additional engineering effort which may be required to incorporate the alternative would be an Additional Service.
 - d. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state and/or local agency(s) for approval, where required. Drawings and specifications will be submitted through the Client's planning and development process for construction permitting. The Client will coordinate on obtaining all Client permits for construction.
 - e. Advise Client of the need for and recommend the scope of specialized analysis, hydraulic model studies, etc., and the retention of specialized consultants beyond those identified in these Basic Services. The cost of such services shall be paid by Client and are not included in the services performed by FNI.
 - f. Furnish Client, when requested, the engineering data necessary for applications for routine permits required by local, state, or federal authorities. Preparation of applications and supporting documentation for government grants, Texas Water Development Board (TWDB) or other funding, or for planning advances is an Additional Service.
 - g. Detailed design elements shall be developed using AutoCAD software, coordinating with the Client on the detailed mechanical equipment and structures and the development of plan sheets for bidding purposes.
 - h. Submit drawings, specifications, and Construction Contract Documents to the applicable federal, state, and/or local agency(s) for approval, where required. This task does not include any new buildings or modifications to existing buildings that will require FNI to submit drawings to the Texas Department of Licensing and Regulation (TDLR) for Americans with Disabilities Act (ADA) compliance rule reviews and associated approvals.
 - i. This Project assumes the use of FNI's standard construction documents, including the General Conditions. FNI will use its technical standards for drawings and technical specifications. It is further assumed that the Project will be delivered using the standard Design-Bid-Build approach.
 - j. Furnish such information necessary to utility companies whose facilities may be affected or whose services may be required for the Project.
 - k. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 - l. Provide design submittals at 75% and 100% design milestones.

4. Opinions of Probable Construction Cost
 - a. Prepare a revised opinion of probable construction cost (OPCC) for the 75% and 100% design completion levels.
 - b. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 17R-97. The classifications are widely accepted guidelines within the cost-estimating community for the defining levels of project maturity and the expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1 for the lowest to the highest level of the project definition. The purpose of these classifications is to improve communication among the project stakeholders involved with preparing, evaluating, and using cost opinions. The classification definitions are summarized in Table 1.

Table 1: AACE International Cost Estimate Classification

Estimate Class	Level of Project Definition	End-Use	Expected Accuracy Range
Class 5	0% to 2%	Screening or feasibility	Low: -20% to -50% High: +30% to +50%
Class 4	1% to 15%	Concept Study or Feasibility	Low: -15% to -30% High: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Low: -10% to -20% High: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Low: -5% to -15% High: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Low: -3% to -10% High: +3% to +15%

- c. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, FNI has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, FNI makes no warranty that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.
5. Furnish the Client five (5) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by the Client, for each design submittal as described above. Upon final approval by the Client, FNI will provide the Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by the Client. "Final" drawings will also be furnished to the Client in Adobe PDF format.

TASK C. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Client, FNI shall provide professional services in this phase as follows:

1. Assist Client in Securing Bids
 - a. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders and to selected plan rooms. Provide a copy of the notice to bidders for the Client to use in notifying construction news publications and publishing the appropriate legal notice. The Client shall pay the cost for publications.
 - b. Post a notice of the Project on the Procurement Website that lists projects for which Bids are being solicited. Post Contract Document on a Procurement Website designed to allow prospective bidders to download documents for review and use in preparing a bid. Plan rooms, subcontractors, and suppliers will also have access to the Contract Documents through the Procurement Website. Those downloading Construction Documents may print copies of the Contract Documents from the downloaded files. Printed copies of the documents will not be available from FNI. This service is based on the use of CivCast as the Procurement Website.
2. Pre-Bid Conference: Assist the Client in conducting one (1) pre-bid conference for the construction projects and coordinate responses with Client. Responses to questions at the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference. The list of those attending the pre-bid conference will be posted on the Procurement Website.
3. Bid Phase Requests for Information and Addenda
 - a. Assist the Client by responding to questions and interpreting bid documents.
 - b. Assist the Client by managing the responses to questions posted on the Procurement Website. FNI will respond to questions related to the procurement process, management/administration of the construction contract, the design, and/or other technical elements of the bid documents. FNI will post the responses on the Procurement Website.
 - c. Prepare and issue addenda to the bid documents to plan holders if necessary. FNI will prepare addenda items related to the procurement process, management/administration of the construction contract, the design, and/or other technical elements of the bid documents. FNI will prepare the addenda and post the addenda on the Procurement Website.
4. Bid Opening: Assist the Client in the opening, tabulating, and analyzing of the bids received. Review the bids to determine which bids are responsive to the instructions to bidders. Review the qualification statements provided by the responsive bidder that offered the lowest bid price and conduct reference checks and investigations to determine if they meet the minimum qualifications outlined in the bid documents and are considered responsible. Repeat the process with the responsive bidder that offered the next lowest bid price if the previously low and responsive bidder is not determined to be responsible. Determine the responsive and responsible bidder that provides the lowest proposed bid price to the Client. Recommend award of contract or other appropriate actions to be taken by the Client. Pre-qualification of all prospective bidders and using a list of eligible bidders prior to the bid opening is an Additional Service.
5. Printed Copies and Execution of Contract Documents
 - a. FNI will prepare the bid documents for execution by incorporating information from the selected bidder and their surety into the bid documents. The plans and technical specifications will not be conformed by incorporating any changes from issued addenda into the final electronic documents. Any issued addenda will be furnished and bound with the contract documents.

- b. Prepare a notice of award providing direction for the execution of the bid/contract documents and send it to the selected bidder along with five (5) copies of the conformed bid documents for execution. Instruct the selected bidder to return all five (5) executed documents to FNI.
- c. FNI will receive and review the documents to determine that they have been properly executed and signed by the selected bidder. FNI will provide bonds and evidence of insurance received to the Client for review and approval.
- d. After the documents are reviewed and found acceptable by the Client, the Client will sign the bid documents and provide the five (5) hard copies of the executed bid documents to FNI for distribution as follows:
 - i. Client – two (2);
 - ii. General contractor – two (2); and
 - iii. FNI – one (1).
 - iv. Additional copies may be provided as an Additional Service.
- e. In addition to the executed copies of the documents, FNI will provide the following copies to the Client and general contractor:
 - i. Client – Five (5) specification books, four (4) half-size (11x17) drawing sets, one (1) full-size (22x34) drawing set, and one (1) set of electronic documents in Adobe PDF format.
 - ii. General contractor – Five (5) specification books, three (3) half-size (11x17) drawing sets, two (2) full-size (22x34) drawing sets, and one (1) set of electronic documents in Adobe PDF format.
 - iii. Additional copies may be provided as an Additional Service.

- D. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting one (1) pre-construction conference with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

2. Establish communication procedures with the Client and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system, using FNI's FNI-Manager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by the Contractor, determine the amount that FNI recommends the Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make three (3) visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the Client. Visits to the site in excess of the specified number are an Additional Service.
6. Three (3) construction progress meetings will be conducted at the site during the construction site visits to review the status of the construction, review the status of submittals and other documentation, and discuss project needs and coordination. These construction progress meetings will be conducted during the site visits described above and will be coordinated with the Client and contractor to align with construction activities. Meetings in excess of the specified number are an Additional Service.
7. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
8. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the Client and is not included in the services to be performed by FNI.
9. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an Additional Service.

10. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Client to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Client. Documentation of field orders, where cost to the Client is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Client are an Additional Service. Substitutions of materials or equipment or design modifications requested by the Client are an Additional Service.
11. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Client on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Client if appropriate. Providing these services to review or evaluate construction Contractor(s) claim(s), supported by causes not within the control of FNI are an Additional Service.
12. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the Client in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of one (1) trip is an Additional Service.
13. Revise the construction drawings in accordance with the information furnished by the construction Contractor(s) reflecting changes in the Project made during construction. Furnish the Client with three (3) sets of half-size (11x17) printed copies, two (2) sets of full-size (22x34) printed copies, and one (1) electronic copy (.pdf format) of "Record Drawings." All printed sets will be provided on bond paper. Furnishing drawings on Mylar is an Additional Service.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. TOPOGRAPHIC SURVEY SERVICES FOR WELL SITE 10
 - a. Topographic survey services for Well Site 10 will be coordinated by FNI and provided by a surveyor as a subconsultant to FNI.
2. ADDITIONAL CONSTRUCTION SITE VISITS
 - a. Make up to an additional four (4) site visits during the construction of the Project.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by the Client, are described as follows:

1. Field layouts or furnishings of construction line and grade surveys.
2. GIS mapping services or assistance with these services.
3. Making property, boundary, and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
4. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Client.
5. Providing renderings, models, and mock-ups requested by the Client.
6. Revisions to drawings, specifications, or other documents when such revisions are 1) not consistent with approvals or instructions previously given by the Client or 2) due to other causes not solely within the control of FNI.
7. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such work.
8. Investigations involving consideration of operation, maintenance, and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by the Client.
9. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
10. Providing shop, mill, field, or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the Project or observing tests required as a result of equipment failing the initial test.
11. Conducting pilot plant studies or tests.
12. Preparing Operation and Maintenance Manuals or conducting operator training, except when specifically called for in Article I or II.
13. Preparing data and reports for assistance to the Client in preparation for hearings before regulatory agencies, courts, arbitration panels, or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel, or mediator.
14. Furnishing the services of a Resident Project Representative to act as Client's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants,

FNI shall endeavor to provide further protection for the Client against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If the Client provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. The Client agrees that whenever FNI informs him in writing that any such personnel provided by the Client are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

15. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to the inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. FNI can provide these continuous inspection services as an Additional Service.
16. Assisting the Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with the Contractor(s).
17. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
18. Assisting the Client in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
19. Providing environmental support services, including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
20. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
21. Design, contract modifications, studies, or analysis required to comply with local, State, Federal, or other regulatory agencies that become effective after the date of this agreement.
22. Services required to resolve bid protests or to rebid the projects for any reason.
23. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.
24. Any services required as a result of default of the Contractor(s) or the failure, for any reason, of the Contractor(s) to complete the work within the contract time.
25. Providing services after the completion of the construction phase not explicitly listed in Article I.

26. Providing basic or additional services on an accelerated schedule. The scope of this service includes the cost for overtime wages of employees and consultants, inefficiencies in work sequence, and plotting or reproduction costs directly attributable to an accelerated schedule directed by the Client.
27. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
28. Providing services to review or evaluate construction Contractor(s) claim(s), provided said claims are supported by causes, not within the control of FNI.
29. Providing value engineering studies or reviews of cost savings proposed by construction Contractors after bids have been submitted.
30. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
31. Provide follow-up professional services during the Contractor's warranty period, except where specifically called on in Article I or II.
32. Provide Geotechnical investigations, studies, and reports.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

- Design Phase Services Six (6) months from the notice to proceed.
- Advertisement and Bid Phase Services Three (3) months from completion of the Design Phase Services.
- Construction Phase Services Twelve (12) months from the general contractor notice to proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change

order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

- B. Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to the Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that the Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.

- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

COMPENSATION: Compensation will be based on the following breakdown of the proposed fees and in accordance with Attachment CO:

TASK	FEE	COMPENSATION TYPE
BASIC SERVICES		
A. Project Management	\$13,123	Lump Sum
B. Design Phase	\$68,486	Lump Sum
C. Bid or Negotiation Phase	\$15,190	Lump Sum
D. Construction Phase General Representation	\$43,779	Lump Sum
Total Basic Services Fee	\$140,578	
SPECIAL SERVICES		
1. Topographic Survey Services for Well Site 10	\$7,346	Cost Plus Multiplier (Time and Materials)
2. Additional Construction Site Visits	\$3,083	Cost Plus Multiplier (Time and Materials)
Total Special Services Fee	\$10,429	
Total Fee	\$151,007	

ARTICLE VII

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative –	Larry Hoover Director of Public Work City of White Settlement 214 Meadow Park Drive
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SC-13

White Settlement, Texas 76108
(817) 246-4971
lhooover@wstx.us

Client's Accounting Representative –

Krystal Clump
City of White Settlement
214 Meadow Park Drive
White Settlement, Texas 76108
(817) 246-4971, Ext. 473
krump@wstx.us

FNI's Designated Representative –

James Naylor, P.E., BCEE
Project Manager
Freese and Nichols, Inc.
101 S. Locust Street, Suite 202
Denton, Texas 76201
James.Naylor@Freese.com
(214) 217-2223 [office] | (817) 874-4187 [mobile]

FNI's Accounting Representative –

Erin Westbrook
Freese and Nichols, Inc.
Operations/Financial Analyst
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
Erin.Westbrook@Freese.com
(817) 735-7395

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of One Hundred Forty Thousand Five Hundred Seventy Eight Dollars (\$140,578).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Ten Thousand Four Hundred Twenty Nine Dollars (\$10,429).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	75	140
Professional 2	94	148
Professional 3	115	215
Professional 4	144	230
Professional 5	175	330
Professional 6	185	376
Construction Manager 1	84	166
Construction Manager 2	102	179
Construction Manager 3	158	211
Construction Manager 4	193	272
CAD Technician/Designer 1	67	139
CAD Technician/Designer 2	98	149
CAD Technician/Designer 3	126	196
Corporate Project Support 1	49	118
Corporate Project Support 2	69	165
Corporate Project Support 3	99	251
Intern / Coop	40	101

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
	Mounting (per sq. ft.)	\$2.00		Ultrasonic Thickness Gauge (per day) \$275
	Binding (per binding)	\$0.25		Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2021.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the City of White Settlement, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000 Automobile Liability (Any Auto) CSL \$1,000,000	Workers' Compensation As required by Statute Professional Liability \$3,000,000 Annual Aggregate
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7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from

the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If Client designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CLIENT and in acceptance of the Services as satisfactory by the Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.



To: City Council
From: Brandon Logan, Fire Chief
Date: February 1, 2022

This item is to approve and accept grant funds in the amount of \$50,000 for the purchase of a brush truck chassis. The grant amount does not cover the skid or upfitting of firefighting equipment.

The 2011 Ford F-550 currently in use is an outdated model that would work well as a reserve / backup brush truck when the proposed new vehicle is purchased and put in service.

The quote includes the chassis cost of \$52,895.00 and upfitting cost of \$119,866.70. With acceptance of the grant amount of \$50,000, the city would be responsible for \$122,761.70 upon completion of the apparatus.



October 13, 2021

White Settlement VFD
214 MEADOW PARK DR.
White Settlement, TX 76108

Case: 2802
County: TARRANT
VFDE-Doc#: E200545

Dear Chief,

Your application for cost-share assistance under the Rural Volunteer Fire Department Assistance Program (HB 2604) has been **APPROVED**. The following items are qualified for cost-share reimbursement:

<u>Item</u>	<u>Our Maximum Cost-share Payment</u> 90% of the actual cost, not to exceed
SMALL TRUCK CHASSIS	\$50,000.00

This grant will expire on October 13, 2022

The attached guidelines describe your obligations under this program. **Please indicate below whether you wish to accept or decline this cost-share grant, and return a signed copy to us within 14 days of receipt of this letter.**

Congratulations! Please contact us if you need additional information.



Accept



Decline



CAFS Unit


Signature and Title


Date

- Attach: 1) Special Requirements for Departments Acquiring Vehicles
2) Affidavit of Non-Collusion
3) Minimum Standards and Specifications for Firefighting Vehicles
4) Notice to Purchasers of New Fire Trucks
5) Optional Suggested Specifications for CAFS-Equipped Vehicles

Texas A&M Forest Service - Forest Resource Protection
200 Technology Way, Suite 1162 College Station, Texas 77845-3424
TEL (979) 458-6505 FAX (979) 845-6160
TexasFD.com



Special Requirements for Departments Acquiring Vehicles

All Fire Departments receiving cost-share funding for the purchase of a vehicle must comply with the following special requirements:

1. All department personnel must be trained in the proper operation and maintenance of trucks, pumps, systems, and related equipment. Personnel training must be documented.
2. All vehicles acquired under this program must be maintained in firefighting service for a period of 10 years from the reimbursement check date. If a cost-shared vehicle is sold before the end of its 10-year service life under this program, the grant recipient may be required to reimburse the program for 90% of the proceeds from the sale of the vehicle. The grant recipient must notify TFS in advance and must obtain clearance to sell or transfer a grant vehicle before the end of its 10-year service life. The Funding Committee may waive on a case-by-case basis the requirement that 90% of the sale proceeds be returned to the program. Recipients receiving transferred vehicles prior to the end of their 10 year service life shall be subject to the terms and conditions as described in this section.
3. All vehicles must meet the minimum standards described in the attachment "Minimum Standards and Specifications for Firefighting Vehicles."
4. **An "Affidavit of Non-Collusion" must be completed, signed, and notarized by the Seller of a vehicle. The Fire Department must submit the completed affidavit to the Texas A&M Forest Service before a grant reimbursement may be paid.**
5. The purchase of pre-owned vehicles and equipment requires advance evaluation and approval by the TFS. An applicant must contact the TFS Capacity Building Department before purchasing a used vehicle or used equipment. Failure to receive this special advance clearance may void your grant approval.
6. Vehicles purchased, paid in full, prior to the award date are ineligible for reimbursement under this program.

Responsibilities of the fire department following notice of grant approval:

1. Purchase the approved item or items. Remember to obtain advance approval for pre-owned chassis.
2. Provide the Texas A&M Forest Service with Affidavit of Non-Collusion Form and copies of all proof of payment (signed check(s), credit card receipt(s), or paid vendor invoice(s) showing the last four digits of the credit card used, and/or bank or credit card statement(s) showing purchase). Please email to 2604@tfs.tamu.edu or fax to (979) 845-6160.
3. Before a grant reimbursement can be issued a TFS agent must inspect the vehicle at the fire station.
4. Grants for firefighting vehicles will expire 12 months from the approval date. Extensions may be available upon written request.

Revised 04/09/2021

STATE OF _____
COUNTY OF _____

GENERAL AFFIDAVIT BEFORE NOTARY

AFFIDAVIT OF NON-COLLUSION

SELLER

Name _____
Address _____
City, State, Zip _____
Telephone _____

PURCHASER

Name _____
Address _____
City, State, Zip _____
Telephone _____

VEHICLE INFORMATION

Model Year _____ Make _____ Vehicle Identification Number _____
Date of Sale _____ Total Sale Price \$ _____

I, _____, the undersigned, being the duly authorized agent of the Seller, _____, swear that the foregoing information is true and correct to the best of my knowledge, information, and belief, and that this document correctly states the total amount of consideration for the transfer of this vehicle. I further affirm that neither I nor the above business has been a party to any collusion with the Purchaser as to the Total Sale Price of the vehicle. I further affirm that the Total Sale Price is genuine, and is not a sham or collusive price made in the interest or on behalf of any person, and that the Seller has not directly or indirectly been induced or solicited to submit a sham Total Sale Price.

By _____ Date _____
(Signature)

Title

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public My Commission Expires _____

Minimum Standards and Specifications For Firefighting Vehicles

All firefighting vehicles funded under this program must meet the following minimum standards. These standards were developed to establish broad equipment categories for funding and review, they are not intended as "bid ready" equipment specifications. Departments are strongly encouraged to add capabilities and features as required to meet local needs.

WEIGHT AND BALANCE

The fully loaded and equipped operating weight of the vehicle must not exceed the Gross Vehicle Weight Rating (GVWR) of the vehicle as determined by the manufacturer, nor the Gross Axle Weight Rating (GAWR) of the vehicle as determined by the manufacturer. The vehicle weight must be balanced so that the vehicle is easy to control.

The vehicle center-of-gravity must be low enough to safely operate in curves and on side slopes.

The vehicle must have effective brakes that can stop the vehicle without brake fade.

TANKS

All vehicles must have a water tank with a minimum capacity of 200 gallons.

All water tanks must be baffled.

All water tanks constructed of mild steel must be protected from corrosion.

SMALL BRUSH TRUCK

A vehicle designated as a Small Brush Truck must meet the following design minimums:

200 Gallon Water Tank
100 GPM Pump @ 100 psi
Ability to draft water a minimum of 12 vertical feet
Two and one-half inch pump discharge

LARGE BRUSH TRUCK

A vehicle designated as a Large Brush Truck must meet the following design minimums:

500 Gallon Water Tank
250 GPM Pump @ 40 psi
Ability to draft water a minimum of 12 vertical feet
Two and one-half inch pump discharge
Minimum 22,000 pound GVWR chassis

TANKER

A vehicle designated as a Tanker must meet the following design minimums:

1,000 Gallon Water Tank
250 GPM Pump @ 40 psi
Minimum Dump Valve of 4 ½ inch (round or square)
Ability to draft water a minimum of 12 vertical feet
Minimum 22,000 pound GVWR chassis

OTHER MINIMUM SPECIFICATIONS

All slippery surfaces where personnel will step must have skid plates or abrasive surfaces to prevent personnel from slipping under wet conditions.

Vehicle must have back-up alarm.

Vehicle must have illuminated pump controls.

Vehicle must have vehicle lighting and markings as required by law.

NOTICE TO PURCHASERS OF NEW FIRE TRUCKS

The sale and lease of new motor vehicles in Texas is regulated by the Texas Occupations Code, Title 14, Regulation of Motor Vehicles and Transportation, Chapter 2301, Sale or Lease of Motor Vehicles. The law is administered and enforced by the Texas Department of Transportation (TXDOT).

The law requires that vehicle manufacturers, converters, representatives, and franchised dealers be properly licensed and that they comply with certain standards of conduct.

According to TXDOT interpretations, a franchised dealer, and only a franchised dealer, is legally allowed to sell a new fire truck in Texas. This applies whether the truck offered for sale is a manufactured vehicle or a converted vehicle.

Manufactured Vehicles

A fire truck that meets or exceeds the legal definition of a "fire-fighting vehicle" is considered a manufactured product and the entity that builds it is considered a "manufacturer".

Manufacturers cannot sell motor vehicles directly to consumers in Texas, including municipalities, and must have at least one franchised dealer located in the state in order to maintain their license.

Converted Vehicles

A fire truck that does not meet the legal definition of a "fire-fighting vehicle" is considered a converted product (conversion). It is a new motor vehicle chassis that has something substantial done to it prior to being sold to an end-user. The entity that builds it is considered a "converter".

Neither converters nor their representatives are allowed to sell converted vehicles directly to consumers. A new fire truck that is considered a conversion may only be sold to an end-user, including a municipality, by a Texas dealer franchised and licensed to sell the make of the chassis of the converted product.

A licensed, franchised dealer must be listed as the seller or bidder of a new vehicle. This dealer must invoice the end-user for the entire purchase price of the vehicle including the conversion package, must obtain payment for the entire purchase price, and must perform the title work on the completed vehicle.

WHAT SHOULD A FIRE DEPARTMENT DO?

1. Comply with the law:
 - Determine that the manufacturer or converter of a fire truck is properly licensed to do business in Texas.
 - Determine that the fire truck is to be sold to the end-user by a licensed franchised dealer.
2. Contact Texas Department of Motor Vehicles for information:

Telephone: 1-888-368-4689

Website: <https://www.txdmv.gov/dealers>

Texas A&M Forest Service is providing this notice for educational purposes only, in an effort to promote compliance with the law. The final authority for communication, interpretation, and enforcement resides with the Texas Department of Transportation. Buyers and sellers of new fire trucks are encouraged to contact TXDOT directly for clarification and guidance.

Minimum Standards and Specifications for CAFS-Equipped Firefighting Vehicles

In addition to the minimum standards and specifications for Small Brush Trucks, Large Brush Trucks, and Tankers, the following minimum standards are required for CAFS equipped vehicles and Slip-On Modules:

WATER PUMP

Minimum Water Pump Capacity:
90 GPM @ 100 PSI

Minimum CAFS Solution (Water) Flow:
20 GPM for a 1-inch CAFS discharge

AIR COMPRESSOR

Minimum Air Pressure:
100 PSI

Minimum Air Flow:
20 SCFM for a 1-inch CAFS discharge

FOAM PROPORTIONER

Unit shall be equipped with a discharge-side foam proportioning system capable of inserting Class A Foam in percentages from 0.01% to 1.0%.

Foam concentrate insertion point shall be downstream of the tank-fill discharge and the pump recirculation line, with at least one check valve (recommended non-metallic) to prevent foam concentrate from entering the water supply.

PLUMBING

Plumbing exposed to foam solution shall be stainless steel or, where necessary for flexing, high-pressure wire-reinforced hose.

Plumbing shall be assembled using unions, flanges, swivels, etc., to facilitate the servicing of all components.

Check valves shall be used to prevent water from entering the air compressor and foam concentrate; to prevent air from entering the water pump and foam concentrate; to prevent foam concentrate from entering the water pump and air compressor; and to prevent foam concentrate and air from entering the water tank.

MINIMUM ACCESSORIES

Unit shall have vibration-dampening gauges for water and air pressure.

Unit shall have plumbed into the air system, a quick-connect female fitting for standard air hose male fittings.

MINIMUM OPERATIONAL PERFORMANCE REQUIREMENTS

CAFS flows shall be capable of an operator-selectable "wet" to "dry" aerated foam discharge (similar trajectory to that of a water-only stream on the "wet" side and have the ability to cling to a vertical surface on the "dry" side).

CAFS unit shall be able to produce independent flows of air, water, foam solution, or CAFS, and simultaneous flows of compressed air foam, or foam solution and plain water, with combined flows up to the maximum rated GPM capacity of the pump at 100 PSI.

The water pump discharge pressure shall be operator-selectable.

Optional Suggested Specifications for CAFS-Equipped Firefighting Vehicles

The following Compressed Air Foam System (CAFS) specifications are for consideration as design options for mid-size CAFS modules. They exceed the minimum published standards for CAFS modules required under the HB 2604 grant program. These specifications are presented for informational purposes only. They are intended to guide fire departments in designing CAFS trucks with higher capability.

These specifications do not meet the current minimum standards for the Texas Addendum to ISO for CAFS Credit.

There are several possible considerations for creating a CAFS fire truck. The conversion can be accomplished by adding a fully self-contained CAFS module (water pump, air compressor, and foam proportioner), or by adding components to a truck or slip-on module, with one or more of these CAFS components already in place. Some CAFS manufacturers offer modules with or without water pumps and pricing will vary accordingly.

Suggested Specifications For a Mid-Sized CAFS Module:

WATER PUMP

Minimum Capacity: 250 GPM at 40 PSI, with a minimum operating performance of 100 GPM at 100 PSI.
Minimum CAFS Solution (Water) Flow: 45 GPM for a 1.5-inch discharge.

AIR COMPRESSOR

Minimum Air Pressure: 100 PSI
Minimum Air Flow: 45 SCFM for a 1.5-inch discharge.
A Rotary-Screw compressor is required.

FOAM PROPORTIONER

Unit should be equipped with a discharge-side foam proportioning system capable of inserting Class A foam in percentages from 0.01% to 1.0%.

The foam concentrate insertion point should be downstream of the tank-fill discharge and the pump re-circulation line, with at least one check valve (recommended non-metallic) to prevent foam concentrate from entering the water supply.

PLUMBING

Plumbing exposed to foam solution should be stainless steel, or where necessary for flexing, high-pressure wire-reinforced hose.

Plumbing should be assembled using unions, flanges, swivels, etc., to facilitate the servicing of all components.

Check valves should be used to prevent water from entering the air compressor and foam concentrate; to prevent air from entering the water pump and foam concentrate; to prevent foam concentrate from entering the water pump and air compressor; and to prevent foam concentrate from entering the water tank.

MINIMUM ACCESSORIES

Unit should have vibration-dampening gauges for water and air pressure.

Unit should have plumbed into the air system, a quick-connect female fitting for standard air hose male fittings.

MINIMUM OPERATIONAL PERFORMANCE

CAFS flows should be capable of an operator-selectable "wet" to "dry" aerated foam discharge (similar trajectory to that of a water-only stream on the "wet" side, and have the ability to cling to a vertical surface on the "dry" side).

CAFS unit should be able to produce independent flows of air, water, foam, solution, or CAFS, and simultaneous flows of compressed air foam, or foam solution and plain water, with combined flows up to the maximum rated GPM capacity of the pump at 100 PSI.

The water pump discharge pressure should be operator-selectable.

Best Practices for Working with Fire Truck Converters



Research and get feedback from other fire departments that have done business with the vendor(s) you are considering

Have a detailed, written contract with a completion date



Be cautious of paying up front for services

Make sure the work you're requesting is within the vendor's area of expertise



Our current brush truck is a 2011 Ford F-550. This truck is outdated but would be great for a reserve/backup. The new truck will be equipped with a shorter wheel base and lift kit to reduce the chance of getting high centered/stuck. Fog misters on the corners of the brush truck to help protect the personnel and vehicle from fire. The bumper turret can be remotely controlled from inside the cab. This will help protect Personnel from unnecessary risk, like brush fires near high traffic areas. An updated winch will be on the new brush truck that will have synthetic rope instead of metal cable. Whereas cable requires additional maintenance and can be dangerous to firefights operations.

Chassis: 2022 Ford F-550 XL super-cab painted Ford race red. Super single conversion.

Body: Steel flatbed with gated body painted black with Line-X bed liner top, Aluminum compartments, Aluminum PAC Track tool mounting

Electrical: Emergency & scene lights, front mounted winch, intercom headsets, Panasonic Toughbook docking station.

Skid unit: 400 gal. poly water tank w/ 10 gal. foam, Hale pump w/ Kubota engine, bumper turret, plumbing for hand lines, 150' hose reel, 4 corner misting nozzles.

Equipment: Various hoses & nozzles.



WILDFIRE TRUCK & EQUIPMENT SALES

5313 Big Six St.
Alvarado, TX 76009
888-452-2701, fax 817-783-6622

SOUTHWEST FORD

3000 Ft. Worth HWY
Weatherford Texas 76078
Robin Moore 817 596 5700

Quote for City of White Settlement

March 3, 2021

Chassis:

2022 Ford F550 XL Super Cab, 4x4, Painted Ford Race Red
60" CA and 19,500 GVWR
6.7L V8 Power Stroke Diesel with Operator Commanded Regeneration
240 Amp Alternator with Dual 78-AH / 750 CCA Batteries
Split Bench Seat 40/20/40 (Center 20 removed and replaced with equipment console)
10 Speed Automatic Transmission and Limited Slip Rear End / 4.88 Axle Ratio
Heavy-Duty Service Suspension
Power Equipment Group (Power Windows & Door Locks)
Heavy Service Front Suspension
Transfer Case Skid Plates

Chassis: Super Single Conversion

Five 20X10 Forged aluminum wheel assembly powder coated black
Five Continental 335/80R20 MPT81 Tires
Dana 300, 6:17 Ratio
Dana 60, 6:17 Ratio
Gear Installation Kit
Speedometer Correction Computer
Front and Rear 2.5" Lift Kit
Front and Rear Fox Shocks specifically made for 2.5" lifted F550
Front Custom Fender Flares with Line-X

Chassis: Add Ons

Front End Replacement Style Brush Guard with Winch Cradle
AMP Power Black Step bars for Super Cab
Remove rear passenger seat and install Poly Compartment for SCBA & Gear Storage
Reflective Striping Black
White Settlement Fire Dept Graphics and Lettering
Rear Reflective Rear Chevron (Red-Black)

Body:

Flatbed Steel Body with Gated Walkway 114" Long X 96" Wide
Self-closing inward opening gates to be provided at each walkway entrance
Rear Underbody Storage with Drop Down door
Top of Bed to be sprayed with Line-X Bed Liner and bottom to be painted flat black
Rear Tube Style Bumper with Receiver Tube and Rear Tow Hooks
One Aluminum Tool Box 30"T x 20"D x 48L" mounted on passenger side with single lift up door
One Aluminum Tool Box 24"T x 20"D x 72"L mounted on driver side with double lift up doors
One 12"T x 20"W x 72"L Stamped Aluminum Compartment with single lift up door and Hose Tray
Turtle Tile in each compartment
PAC Track Aluminum Mounting Board in each compartment

Electrical:

2-Whelen M6 Series LED Red/Amber Lower Rear Warning Lights
2-Whelen M6 Series LED Red/Blue Upper Rear Warning Lights
2-Whelen M4 Series LED Lower Front Warning Lights (one Red & one Green)
2-Whelen ION Red LED Rear Side Warning Lights
2-Whelen ION Red LED Mid-ship Side Warning Lights
2-Whelen M4 Red LED Intersector Warning
1-Whelen 52" Liberty LED Lightbar Red/White Front & Red/Amber Rear
1-Whelen CENCOM Siren Amplifier & Switch Control
1-Whelen SA315P Siren Speaker w/mount
2-RIGID 20" Off Road Driving Lights mounted to brush guard
2-Whelen NANO 6 LED Work Lights mounted to Head-Ache Rack one Driver & One Passenger
2-Whelen NANO 3 LED Work Lights mounted at rear of water tank
2-Whelen Pioneer PSLBB LED Work Lights, mounted 1-Dr & 1-Passenger Side upper
1-Plastic Plus Center Console to accommodate Siren / Switch control and Radio
1-Master Disconnect Switch
2-Stream Light Survivor LED Rechargeable Flash Lights, mounted in cab
2-Whelen M6 LED Stop, Tail, Turn Lights
2-Whelen M6 LED Backup Lights
4-Maxima LED Compartment Lights
2-Maxima LED FF Platform Lights
1-Warn Zeon-12 12,000 lb. Electric Winch with Synthetic Rope
1-Install One customer Supplied Radio and Antenna
1-SetCom Liberator Max Intercom with Two Head sets
1-Kussmaul Auto Charge 1000 with LED display and Super Auto Eject located driver side rear of Body
1-FRC BCA211A00 Back Up Camera w/7" Monitor
1-Havis Panasonic Tough Book Docking Station with Telescoping Swivel Mount

Skid:

400-gallon Poly Water Tank with 10 Gallon Integral Foam Cell and Limited Lifetime Warranty
Hale HPX 200 – KBD 24 with 24 HP Kubota Diesel w/Guzzler-Hand Primer
Dual Pump Control panels with one located at rear of truck adjacent to the pump and the other control panel to be located in the cab console
Pump plumbed to the chassis diesel fuel tank
Class 1 Electronic LED water level indicator with Mini LED display in cab
Brass Water Service Valves with Stainless Steel Block Manifold Victaulic couplings
Two 1" Discharges at headache rack for whip lines
One 1" Discharge Valve for Hose Reel
One 1.5" Discharge Valve, with 1 ½" x 1" Reducer
One 1.5" Discharge Valve, with chrome adapter, cap & chain
One 2.5" Discharge Valve, with chrome adapter, cap & chain
One 1" Tank Fill /Re-Circulate Valve
One 2.5" Tank to Pump Valve
One 2.5" Suction Valve with chrome swivel adapter, plug & chain

Skid: (continued)

Two Front Corner Bumper Spray nozzles and Two Rear mounted Spray nozzles with electric valves controlled in the cab
One Hanny Painted Black Electric Hose Reel with Roller Assembly, mounted on passenger side for rear deployment
One Cascade "Foam Flo" around the pump class "A" foam system
One TFT EF1 Bumper Monitor with electric valve and joystick controls in the cab

EQUIPMENT:

Two 1" Protek 361 Pistol Grip Nozzles
One TFT DS1040 Pistol Grip Bubble Cup Nozzle
Three 1" PAC Nozzle Brackets
One 150' x 1" Booster Hose
Two 8' X 1" Booster Hose
Two ZICO KD-UH-6-SF-CRS SCBA Brackets
Twelve Pak Track Mounting Hardware
One Hose Reel Crank Handle
One Hydrant & Spanner Set
One Winch Controller
One Service Manual (Hard Copy)

Southwest Ford F550 Chassis Price	\$52,895.00
Wildfire Body & Equipment	<u>\$119,866.70</u>
Total.....	\$172,761.70

Quote good for thirty days
Full payment due upon completion of apparatus

Approval Signature_____
Title_____
Print Name_____
Date_____

<i>Don Gibson</i> don@wildfiretruck.com	<i>Daniel Rivera</i> drivera@wildfiretruck.com	<i>David Evans</i> david@wildfiretruck.com
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To: City Council

From: Richard Tharp, Community Services Director

Date: February 1, 2022

This item is to consider a proposal for the City Council Chambers Audio/Visual Improvements Project from Digital Resources in the amount of \$165,132.50.

This project will be funded with American Rescue Plan Act of 2021(ARPA) funds, account #26-501-40-415 as budgeted. The project will bring the Council Chambers into compliance with the Texas Videoconferencing Guidelines to support House Bill 283, 84th Legislature 2015 minimum standards requirements allowing for virtual and combined attendance at public meetings. The proposal is a BuyBoard co-op contract proposal, and therefore, will not require a sealed bid purchase process.

Project installation will begin upon the arrival of the new equipment, estimated to be in July, and an installation time of one week. Work will be scheduled around public meetings and court proceedings to prevent any disruptions to scheduled activities.

Videoconferencing Guidelines

Guidelines are issued by the Department of Information Resources (DIR) to offer technical and operational guidance for governmental bodies. DIR is required by Section 551.127(i), Texas Government Code, to specify minimum standards for audio and video signals at a meeting held by videoconference call. This publication provides technical and operational standards and recommendations to support [1TAC 209 – Minimum Standards for Meetings Held by Videoconference](#). Video and audio recordings that meet the International Telecommunications Union (ITU) standards are of reasonable quality for the purposes of [House Bill 283, 84th Legislature, 2015](#).

Objective

These guidelines offer technical and operational standards and recommendations to enable entities subject to the Texas Open Meetings Act to deploy videoconferencing technology in facilitating open meetings. Law allows one or more members of a governmental body to participate remotely to achieve a quorum.

Technical and Operational Standards

DIR has established the minimum standards for meetings subject to the Open Meeting Act that are held by videoconference:

- 1) Videoconferencing equipment must meet ITU standards for appropriate transmission medium:
 - (a) ITU H.320 or H.324 for videoconferencing over a public switched telephone network (PSTN) or integrated switched digital network (ISDN).
 - (b) ITU H.323 or H.323/SIP (Session Initiation Protocol) for videoconferencing over the public Internet.
 - (c) Use of videoconferencing equipment with proprietary vendor protocols may be used if the vendor certifies that its equipment and proprietary software protocol release version meets or exceeds ITU standards. Prior to use, DIR recommends reviewing technical specifications and contacting the vendor to inquire as to whether the deployed technology meets ITU standards.
- 2) All videoconferencing should employ a minimum 384 KB transmission speed. Note that bandwidth requirements for various resolutions of high-definition video are vendor specific based on the manufacturer's equipment.
- 3) At least one monitor must be available at the primary meeting site for the audience to view remote meeting participants, and be a minimum of 27 inches in size (as measured by the industry). When using a computer web conferencing system at the primary site, a large monitor and adequate speakers should be used.
- 4) The audience and members of the governmental body should have full view of at least one

monitor at each meeting location. Additional monitors should be placed, as required, to ensure a clear view by all in attendance. Audio signals from the remote video conferencing sites should be of similar quality and volume as the local audio at the primary meeting site.

- 5) All videoconference transmissions will be in color and monitors for the viewing public and government members should present color video.
- 6) An audio and video recording of the meeting should be made at the primary meeting site with efforts made to conduct a recording ensuring sufficient quality, including bandwidth.

Additional Recommendations

DIR recommends that state agencies consider the following videoconferencing standards when holding a meeting subject to the Open Meeting Act:

- 1) Videoconferences held between sites on different networks, linked through public switched networks, or between sites not under control by a single government entity should be tested not more than one hour before the actual conference. The purpose of the test is to determine that the network link and applicable video bridges will perform adequately and meet the standards listed in the above sections. This recommendation does not apply to videoconferences at sites that have previously held open meetings within a one-week period.
- 2) Meetings should be moderated by an agreed upon assigned individual from the primary meeting site. The moderator should act to facilitate technical and videoconferencing clarity issues during the meeting. The moderator may, or may not, be a participant in the meeting, but ensures that the video and audio at primary site is clear, and cooperates with remote site participants in resolving technical difficulties.
- 3) Moderator(s) should check camera focus, audio, and camera range prior to each meeting.
- 4) Moderators should ensure that all speakers are within camera range throughout the meeting.
- 5) All members of the governmental body, at the primary site and remote site(s), should be introduced at the start of the meeting. The audience or other participants may be introduced in accordance with the entity's usual practices.
- 6) Remote sites should have the mute enabled in multi-point conferences, unless a participant is speaking.
- 7) Material to be presented should be available at all sites.
- 8) If the governing body goes into a closed session, the public display of the videoconference is no longer required.

Security

Each governmental body should review additional requirements from their regulatory entity and [1TAC 202–Information Security Standards](#)– for the transmission of data through a public or data/IP network.

Open Meeting Procedures

The preceding technical requirements are provided to ensure the quality of videoconference transmission. Questions about satisfying the specific procedural requirements of the Texas Open Meetings Act should be referred to an agency's general counsel or the Office of the Attorney General. The 2018 Open Meetings Act Handbook (Office of the Attorney General) can be found at https://www.oag.state.tx.us/open/publications_og.shtml.

Frequently Asked Questions

1. What hardware and software are needed for videoconferencing?

Successful videoconferencing requires cameras, microphones, display monitors, video compression/decompression (codec) technology, and a telecommunications line (PSTN, data network, or public Internet) for proper transmission of video and audio signals. Videoconferencing between more than two locations requires a multipoint control unit or video bridge that connects the sites allowing all participants to interact with one another.

There are three major categories of videoconferencing solutions that may be considered in implementing videoconferencing:

- **Large conference room expressly designed for videoconferencing**

This includes a room with multiple cameras, monitors, and microphones to accommodate multiple participants in the meeting room and remote locations. Requires staff support to operate equipment during the videoconference.

- **Small conference room or office-based videoconferencing with one or two remote sites**

This is typically a hardware-based solution with camera, codec, and audio in a compact unit that can be used to interact with one or two remote sites.

- **Desktop or web conferencing**

This is a software-based videoconferencing system using a personal computer and internal or external web camera, or even smart phones. This can be used by a remote participant to interact with the conference room or office. Many of these systems are standards-based; however, some vendors use proprietary standards that limit the interoperability of videoconferencing equipment and services.

2. What are ITU Standards and why do I need to use them?

The International Telecommunications Union establishes standards for videoconferencing that define how video and audio are encapsulated for transmission. The equipment purchased or used should specify which videoconferencing standards are certified for that product. Standards ensure interoperability between the videoconferencing sites.

The most common ITU standards are:

- H.320 or H.324 for videoconferencing over the public telephone network
- H.323 for videoconferencing over data networks
- H.323 or H.323/SIP videoconferencing over data/IP networks

3. Can I use a web conferencing solution to videoconference during a board or commission meeting?

There are several desktop web conferencing services and applications that offer audio and videoconferencing using software on a personal computer with a proprietary compression standard. Some business-class web conferencing services specify that their high-definition videoconferencing

services meet ITU H.264 compression protocols that fall under the umbrella H.323 standard for videoconferencing. As with other proprietary systems, use of non-ITU standard devices should be tested for interoperability with the host and endpoint videoconferencing sites before they are used for a meeting.

Note that web conferencing systems specify minimum requirements for computer CPU, memory, and video capability. High-resolution cameras, microphones, and large monitors can be attached to a computer's port or USB connection.

4. Will my local area network support the transmission of videoconferencing?

The transmission of compressed video signals over a data network requires adequate bandwidth and quality of service, therefore testing with a local network administrator is recommended to ensure the network bandwidth can accommodate the robust video signals from the service or equipment you intend to use, and the resident firewall is set to allow passage of the session. Bandwidth requirements vary depending on the specific vendor equipment or service.

Presented By:

Digital Resources Inc

2107 Greenbriar Drive
Suite B
Southlake, TX 76092 US
(817) 481-9300
www.digitalresources.com



Leading AV Design and Integration

HUB / Woman Owned Business ID: 49129

BuyBoard / Contract Number: 644-21

CITY OF WHITE SETTLEMENT

RICHARD THARP

RTharp@WSTX.US

214 Meadow Park Drive
White Settlement, TEXAS 76108 United States
817-246-4971

Sales Rep: Dave Bock

Valid For: 30 Days

Revision: 0

Date: 1/6/2022

Terms: Net 30

COUNCIL CHAMBER: MONITORS

Unassigned

2	Panasonic 65" 4K UHD, 350 cd/m2 LED LCD Display	\$1,876.00	\$3,752.00
2	CHIEF Micro-Adjust Tilt Wall Mount Large	\$248.00	\$496.00
3	Owner Furnished Owner Furnished Monitor	\$0.00	\$0.00
10	Viewsonic 24" IR 10-point Touch Display, 1920x1080 Full HD resolution.	\$708.00	\$7,080.00

Unassigned Total

\$11,328.00

COUNCIL CHAMBER: MONITORS Total

\$11,328.00

BuyBoard / Contract Number: 644-21

COUNCIL CHAMBER: VIDEO SWITCHING AND DISTRIBUTION

Unassigned

3	Panasonic		\$3,878.00	\$11,634.00
	Full-HD Professional PTZ Camera with 3G-SDI - Black			
1	Ross Video		\$8,813.00	\$8,813.00
	Carbonite Black 1 M/E Live Production Switcher			
	1 Ross Video			\$584.00
	12V 9A PSU with 6 Pin Connector for Redundancy or Spare			
	1 Ross Video			\$4,334.00
	CB9 Carbonite Control Panel			
1	AJA Video Systems		\$1,331.00	\$1,331.00
	H.264 HD/SD recorder and streaming appliance			
1	Crestron Electronics		\$5,584.00	\$5,584.00
	16x16 DigitalMedia™ Switcher			
3	Crestron Electronics		\$658.00	\$1,974.00
	4K HDMI® Input Card w/Downmixing for DM® Switchers			
	[Limited Supply]			
4	Crestron Electronics		\$724.00	\$2,896.00
	DigitalMedia 8G+® 4K60 4:4:4 HDR Input Card for DM®			
	Switchers, HDBaseT® Compatible			
4	Crestron Electronics		\$855.00	\$3,420.00
	2-Channel DigitalMedia 8G+® 4K60 4:4:4 HDR Output Card for			
	DM® Switchers			
4	Crestron Electronics		\$1,184.00	\$4,736.00
	2-Channel HDMI® 4K60 4:4:4 HDR Scaling Output Card for DM®			
	Switchers			
6	Crestron Electronics		\$789.00	\$4,734.00
	3G-SDI Input Card for DM® Switchers			
3	Crestron Electronics		\$658.00	\$1,974.00
	DigitalMedia 8G+® 4K60 4:4:4 HDR Wall Plate Transmitter, White			
1	Crestron Electronics		\$1,823.00	\$1,823.00
	16-Port PoDM+ Power Supply for DM 8G+® I/O Cards			
1	Kramer Electronics		\$688.00	\$688.00
	1:8 HDMI Distribution Amplifier			
1	Crestron Electronics		\$556.00	\$556.00
	DVI/VGA Input Card for DM® Switchers			

1	Sharp NEC MultiSync MA491 - 49" LED LCD Public Display Monitor, 3840 x 2160 (UHD), Wide Color Gamut, 24/7, 500 cd/m2, Landscape/Portrait, HDMI In x2/Out, DisplayPort In x2/Out (SST/MST), Audio Mini-Jack Out, Full Bidirectional Control through RS232C and LAN In/Out, Accepts Intel® Smart Display Module Small, L	\$1,591.00	\$1,591.00
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Unassigned Total

\$51,754.00

AV System

3	Panasonic Wall mount (black) for use with Panasonic PTZ	\$178.00	\$534.00
3	Crestron Electronics DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver & Room Controller 100	\$592.00	\$1,776.00

AV System Total

\$2,310.00

Conference Rooms

4	Crestron Electronics DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler	\$1,184.00	\$4,721.00
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Conference Rooms Total

\$4,721.00

COUNCIL CHAMBER: VIDEO SWITCHING AND DISTRIBUTION Total

\$58,785.00

Unassigned

10	Shure Supercardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$276.00	\$2,760.00
2	Shure Hand held Wireless Microphone	\$289.00	\$578.00
1	Shure SLXD4D Dual-Channel Digital Wireless Receiver (G58: 470 to 514 MHz)	\$783.00	\$783.00
1	QSC 4 channels, 200 watts/ch at 70V.	\$1,463.00	\$1,463.00
8	JBL 6.5"CEILING SPKR W/X-FRMER(2PR Per CTN)	\$155.00	\$1,240.00
2	Biamp Systems TesiraFORTE DAN VT	\$2,876.00	\$5,752.00
1	Shure 4CH IN/2CH OUT USB MATRIX MIX,DNTE,BLOCK	\$610.00	\$610.00

Unassigned Total
\$13,186.00**COUNCIL CHAMBER: AUDIO Total****\$13,186.00**

Unassigned

1	Panasonic Remote Camera Controller	\$2,287.00	\$2,287.00
1	Crestron Electronics 4-Series Control System	\$2,917.00	\$2,917.00
1	Crestron Electronics Digital Graphics Engine 100	\$1,316.00	\$1,316.00
2	Liberty AV Solutions TS-770 WIRED CONFERENCE SYS	\$1,017.00	\$2,034.00
1	Viewsonic 24" IR 10-point Touch Display, 1920x1080 Full HD resolution.	\$708.00	\$708.00

Unassigned Total**\$9,262.00****COUNCIL CHAMBER: CONTROL SYSTEM Total****\$9,262.00**

Unassigned

9	BrightSign Expanded I/O Player	\$641.00	\$5,769.00
1	Cloud Driven Solutions Edge Controller Appliance that bridges software to control local Audio/Video devices.	\$1,177.00	\$1,177.00
1	Cloud Driven Solutions 3 year per user standard support license for AgendaLink. Provides support during general business hours via Email or Phone, and Text with a 24 hour response time. Also includes access to online community for development updates, feature requests, bug reports and more.	\$2,467.00	\$2,467.00
1	Cloud Driven Solutions On-Site Commissioning / Client Onboarding Services (Daily Fee) - One Time Fee	\$3,333.00	\$3,333.00
9	BrightSign 32G MICRO SD CARD	\$0.00	\$0.00
1	Cloud Driven Solutions 3 year license for AgendaLink Solo Including features such as: agenda csv / html import, request to speak, voting, completed meetings access, speaker timer, live meeting output, and remote voting. Support 1 Board, and unlimited in meeting users.	\$19,628.00	\$19,628.00

Unassigned Total
\$32,374.00**COUNCIL CHAMBER: AGENDALINK Total****\$32,374.00**

COUNCIL CHAMBER: EQUIPMENTS RACKS AND POWER

Unassigned

3	Middle Atlantic 9OUT,15A,RCKMNT POWER CEN	\$104.00	\$312.00
2	Middle Atlantic 14SP,CABINET FRAME RK,20D	\$299.00	\$598.00

Unassigned Total	\$910.00
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COUNCIL CHAMBER: EQUIPMENTS RACKS AND POWER Total	\$910.00
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COUNCIL CHAMBER: NETWORK

Unassigned

1	Cisco 24 Port 350 Series Managed switch with 2 Gigabit copper/SFP combo + 2 SFP port	\$838.00	\$838.00
1	MOTU 5 Port AVB SWITCH	\$519.00	\$519.00

Unassigned Total	\$1,357.00
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COUNCIL CHAMBER: NETWORK Total	\$1,357.00
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COUNCIL CHAMBER: RECORDING/STREAMING**Unassigned**

1	Datavideo HDMI to USB 3.0 Capture Box	\$252.00	\$252.00
1	AJA Video Systems Multi-Channel HD H.264 USB 3.0 Recorder and Player	\$3,891.00	\$3,891.00
2	AJA Video Systems 2TB SSD module, HFS+**	\$1,748.00	\$3,496.00

Unassigned Total**\$7,639.00****COUNCIL CHAMBER: RECORDING/STREAMING Total****\$7,639.00****PROFESSIONAL SERVICES****Unassigned**

1	Engineering, Programming and Integration Services Engineering, Programming and Integration Services Required	\$24,272.50	\$24,272.50
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Unassigned Total**\$24,272.50****PROFESSIONAL SERVICES Total****\$24,272.50**

Unassigned

1	Cables, Connectors and Installation Hardware Cables, Connectors and Installation Hardware	\$5,743.00	\$5,743.00
100	Liberty Wire and Cable White Serial digital RG6 dual shield 4.5 GHz plenum coaxial cable	\$100.00	\$100.00
3	Liberty Wire and Cable 5' Reduced Profile flexible HDMI Patching Cables with High Retention	\$9.00	\$26.00
150	Liberty Wire and Cable Blue Category 6 F/UTP EN series 23 AWG 4 pair shielded cable	\$50.00	\$150.00

Unassigned Total**\$6,019.00****CC&H Total****\$6,019.00****OWNER FURNISHED EQUIPMENT(OFE)****Unassigned**

5	Owner Furnished Owner Furnished Laptop	\$0.00	\$0.00
1	Owner Furnished Owner Furnished Content Computer	\$0.00	\$0.00

Unassigned Total**\$0.00****OWNER FURNISHED EQUIPMENT(OFE) Total****\$0.00****Project Subtotal:****\$165,132.50**

QUOTE SUMMARY

Equipment:	\$140,860.00
Labor:	\$24,272.50
Grand Total:	\$165,132.50

Scope of Work:

Contract Number: 644-21
Contract Expiration Date: 05/31/2022
Commodity: Audio Visual Equipment and Supplies

Chamber Council upgrade ;
8- Push to talk mics
8- Touch screen monitors
Voting System upgrade (Agenda link)

2- New 65" monitors for front and back wall
Upgrading speaker system
2- Pan & Tilt camera's w/ controller
2- Wireless Hand held mics for podium and audience
1- Speaker timer to display on monitors
Auto switching camera's

Control room :
New Digital file recorder w/hard drives for recording
New Ross switcher for Video
New Controller for Pan & Tilt camera's
New cabinets to store video and audio equipment
New portable cart for City Secretary
New Blue Tooth

Conference Room :
Upgrade speakers
New ceiling mic system
New Pan& Tilt camera (Controlled from control room)
New Zoom meeting camera

Work Delays:

This proposal for installation work has been estimated by working in a continuous manner, free from debris from other trades or delays preventing work during normal business hours. If DRI work under this proposal is interrupted by no fault of DRI, then a Minimum \$500 per incident rescheduling fee will apply. DRI will make every effort to accomodate where applicable.

Warranty:

Digital Resources certified system installation work carries a 1 year on-site workmanship guarantee. All new equipment provided will have a 1 year minimum manufacturer warranty. DRI will provide free telephone support and will have a 48 hour response on service requests. Warranty service will cover the repair or replacement of equipment that is equal to or equivalent loaner equipment where applicable. Any product defects and or failures will be subject to the specific manufacturer's warranty repair or replacement policy, which may or may not include the cost of on-site service labor. If the field engineer/technician determines that the defect is not relative to failed physical workmanship of the installation provided by DRI, standard service rates may be applied and billed accordingly. On-site labor to inspect, trouble shoot, remove and install faulty equipment is not included under the warranty and is subject to standard DRI service rates. All freight charges to return warranty repairs and/or returns will be billed accordingly.

Digital Resources strives to offer excellent service and support. Please consult with our company representative for information on additional service level agreement options.

Reference Quote # DRI-1979 Client PO#: _____ Print Name: _____ Title: _____

Client: RICHARD THARP

Date

Customer Approval:

Please sign above as an authorized agent, approving the products and services proposed. By signing OR emailing your approval, you agree to Digital Resources standard terms and conditions, along with the conditions set forth as written in this proposal. Partial shipments will be shipped and invoiced unless noted otherwise. Taxes and shipping charges will be invoiced separately. Final scope of work and engineering may provide for a change in fees or services which you agree to upon approving this order.

*** Purchase will be taxable according to state / local tax laws for point of delivery. Unless information is completed below.*

NO _____ Tax ID # _____ (A Sales Tax Exempt Form Must Be On File)

Email To: orders@digitalresources.com

Thank you for your business!



To: City Council
From: Amy Arnold, City Secretary
Date: February 1, 2022

This item is to call a meeting jointly with the EDC to discuss Splash Dayz. A previously scheduled meeting for the item was not held due to lack of quorum. Pending confirmation of availability of EDC members, upon approval, staff will post and provide copies of an agenda as stated in the agenda item language.



275 W Campbell Road
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

December 16, 2021
via email at jjames@wstx.us

Jeff James, City Manager
City of White Settlement
214 Meadow Park Drive
White Settlement, TX 76108

Subject: Proposal to Assist the City with a Solid Waste Collection Procurement

Dear Mr. James:

NewGen Strategies and Solutions, LLC (NewGen) is pleased to present this proposal to the City of White Settlement (City) to support the City's procurement of solid waste collection services with private companies. Per our previous discussions, we have developed a proposal to assist with key components associated with this important procurement.

NewGen understands the need for flexibility when customizing a scope to the particular needs and goals of the City. There is no "one size fits all" procurement scope. There are varying levels of effort that can be assumed by NewGen as well as the City. For example, having the City play a prominent part in the procurement process allows NewGen to assume an advisory role, and as such, requires a lower budget for completion.

NewGen understands and appreciates the need for the City to be judicious with its budgets. Therefore, NewGen is willing to support and guide the City through a procurement process at any level that is appropriate and comfortable for the City. Provided below is our proposed scope of work for this procurement, as well as a table summarizing the project timeline and fees associated with these services.

Procurement Process – Collection Services

We have documented a typical procurement approach for solid waste collection below for the City's consideration.

Task 1: Data Request and Project Coordination

As the first step in the project, NewGen will provide the City with a data request to gather information that will allow us to gain background knowledge about the City's solid waste system and desired procurement approach before beginning work on the project. The data request will list the information that will be needed to undertake the procurement process.

It is projected that the Finance Director, Community Services Director, City Manager and NewGen personnel will communicate on a regular basis (most likely every other week, at a minimum).

Task 2: Kickoff Meeting

NewGen will coordinate with the City's designated staff to schedule the kickoff meeting. Mr. Matthew Garrett, the Project Manager, will lead this meeting.

Mr. Jeff James
 December 16, 2021
 Page 2

The meeting will be designed to accomplish several objectives, including:

- Assist the City in clarifying its procurement goals,
- Develop an understanding of the project approach and schedule, and
- Clarify any questions regarding the procurement process.

In addition to the above objectives, the meeting is designed to discuss the advantages and disadvantages of various aspects of the procurement process. They may include evaluation of the following:

- Evaluation criteria and weighting,
- Scope of services,
- Initial and renewal terms of the agreement (collection), and
- Rate adjustments to be included in the agreement.

We expect the meeting with City staff to last from two to three hours, depending on the number of meeting participants and their availability. It is recommended that the attendee list include, at a minimum, representatives from the City Manager's office, Finance, Community Services, and the City Attorney's office/firm. NewGen will provide a copy of the agenda and any handout materials in advance of the meeting.

Task 3: Preparation of Procurement Documents

As part of Task 3, NewGen will assist the City in the preparation of the procurement documents. For all parts of this task, NewGen will coordinate with the City's Purchasing/Finance Department and City Attorney and will rely on the City for any standard City language to be included in procurement documents. To minimize negotiations with proposers, NewGen recommends including a draft contract in the procurement documents. As part of the development of the RFP, NewGen will assist in the preparation of a draft version of the following elements of the RFP:

- A written description of the collection program
- Scope of services
- Proposal format (e.g., organization, required information)
- Proposal forms
- Other sections of the RFP

As part of the contract, Mr. Garrett and City Staff will prepare a draft version of the following solid waste specific elements of the contract:

- Definitions
- Scope of services
- Recordkeeping, recording, and auditing
- Inspection rights
- Equipment and personnel requirements
- Liquidated damages
- Other sections of the contract

NewGen will prepare two drafts and one final version of the procurement documents. Upon delivery of the draft version of the procurement documents, the Project Manager will participate in one on-site meeting (if necessary) with City staff to discuss the first draft procurement documents. Additional follow-up discussions will be conducted virtually. The City will be responsible for consolidating comments in the draft procurement documents from multiple reviewers for incorporation by NewGen. The City will be

Mr. Jeff James
December 16, 2021
Page 3

responsible for final production and distribution of the procurement documents to potential proposers. NewGen will assist the City in notifying potential proposers.

Task 4: Pre-proposal Meeting and Coordination

After the RFP is issued and advertised, NewGen will conduct one pre-proposal meeting for the respondents to ask questions related to the procurement package. With input from the City, NewGen will prepare a written response to questions presented by the respondents at the pre-proposal meeting. In addition, NewGen will assist the City in answering questions received from respondents prior to and after the pre-proposal meeting.

If necessary, NewGen will assist in revisions to the procurement package (via addenda) based on the results of the pre-proposal meeting and responses to questions. NewGen will provide the revised procurement package and questions/responses to the City for distribution to all interested vendors. NewGen requests that the City arrange for the meeting room, provide a sign-in-sheet and copies of any handouts, record the meeting, and take notes to document vendor questions and staff/consultant responses.

Task 5: Evaluation of Proposals

NewGen will perform an evaluation of proposals received in response to the RFPs for solid waste collection services. The goal of this task is to evaluate proposals based on the evaluation criteria set forth in the RFP.

As part of the evaluation of proposals, NewGen will:

- Review and evaluate respondent's technical capability (this may include such things as evaluation of proposed equipment, proposed work plan, etc.),
- Review of respondent's experience,
- Evaluate cost proposals via Excel model, and
- Evaluate alternative contract language and or service procedures submitted by respondents, if applicable.

Upon conclusion of the evaluation, Mr. Garrett will participate in one on-site meeting with City staff to discuss the results of the findings.

This task does not include identification of proposals as compliant or non-compliant with proposal procedures (e.g., attendance at mandatory pre-proposal meeting, submittal on or prior to due date and time, signed by an authorized agent, containing a statement to the effect that the proposal is firm for the required period from the closing date, etc.), since it is assumed that the identification of proposals as compliant and non-compliant will be performed by the City's Purchasing/Finance Department.

Task 6: Facilitation of Proposer Interviews

Upon completion of the proposal evaluation, NewGen will assist the City with the facilitation of proposer interviews (if needed). As part of this task, NewGen will:

- Assist with identifying proposers to be interviewed,
- Develop questions for proposer interviews, and

Mr. Jeff James
 December 16, 2021
 Page 4

- Participate in proposer interviews.

The budget for this task assumes that Mr. Garrett will attend one (1) day of proposer interviews at City offices.

Task 7: Council Meetings/Executive Sessions

Based on discussions with the City, NewGen has included two (2) council meetings/executive sessions in the scope of services. Mr. Garrett will participate (in-person) for each meeting/executive session at City offices.

Task 8: Contract Negotiations

As part of Task 8, NewGen will provide contract negotiations assistance to the City. NewGen has extensive experience in solid waste and recyclables collection contract negotiations and can provide both technical and financial input. NewGen has customized this task to allow for flexibility in the role played by NewGen. NewGen's role in the contract negotiations will be determined by various factors, including but not limited to:

- Approach selected by the City,
- Composition of the negotiations team,
- Number of contracts awarded, and
- Other factors.

The cost for this task will depend on the length and duration of the contract negotiation process. As part of this task, NewGen could conduct activities such as, but not limited to, the following:

- On-site meetings with prospective provider(s),
- Conference call with City staff and/or service provider(s),
- Update of financial analysis to reflect negotiated rates,
- Review of proposed amendments to contract, and
- Other tasks as needed.

NewGen recognizes that the amount of time will vary based on the pace and progress of the negotiations. While on-site attendance at contract negotiations is not included within this scope, it can be added into the scope and total project costs if later requested and agreed to in writing.

Timeline

A successful procurement requires adequate time for each step of the process. It is essential to account for the transition period after the award of a contract. The transition period allows the successful offeror time to purchase equipment (if necessary), hire additional staff, and conduct any other necessary tasks. The figure below represents the procurement timeline NewGen proposes for the solid waste collection services procurement.

Mr. Jeff James
December 16, 2021
Page 5

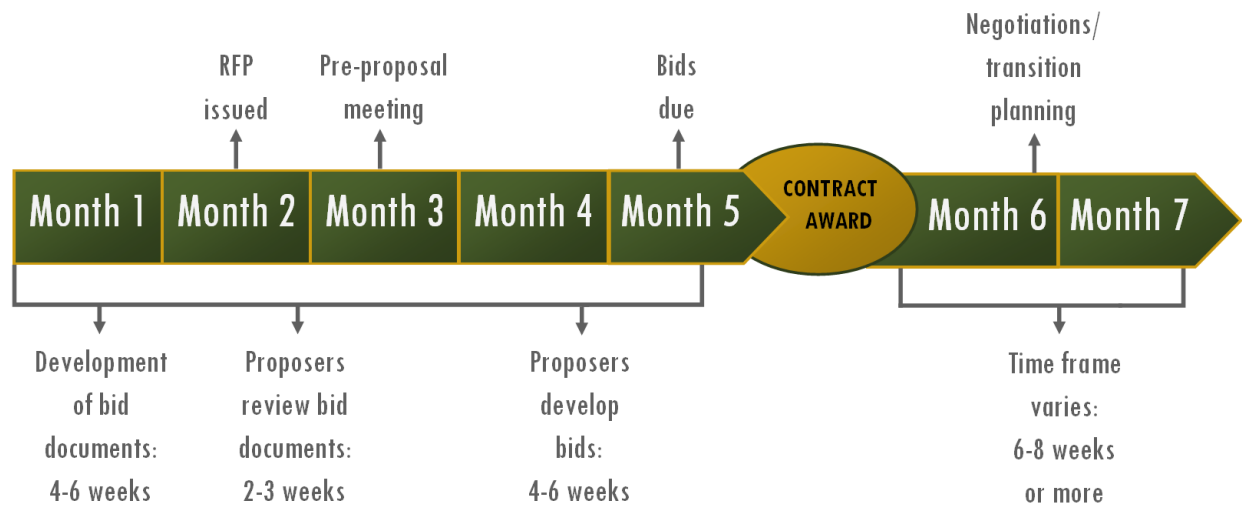


Figure 1: Proposed Procurement Timeline

The schedule may be extended as needed depending on certain variables. We will work with the City to set a timeline that works with the City’s schedule.

Fees

NewGen estimates the cost of completing the full scope of services listed above to be approximately **\$46,500**. This includes the necessary travel for Mr. Garrett, as well as the Project Team efforts with regard to the development of procurement documents, conducting negotiations, etc. The project budget reflected in the table below includes out-of-pocket travel costs for up to seven (7) trips by Mr. Garrett. Should additional in-person meetings be requested in writing, **each additional in-person outside of the meeting will be billed at \$1,200.**

Costs incurred by NewGen under this agreement will not exceed the amount selected without prior written authorization of the City. NewGen shall not be required to furnish services or incur expenses above the amount selected without prior written authorization and additional funding committed by the City. This agreement is subject to cancellation by the City with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

By executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received from the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices.

Mr. Jeff James
 December 16, 2021
 Page 6

All work will be billed monthly using our standing hourly billing rates, which are effective through December 31, 2022, as follows:

**NewGen Strategies and Solutions
 2022 Billing Rates**

Position	Hourly Billing Rate
Partner	\$235 – \$365
Principal	\$235 – \$330
Senior Manager	\$225 – \$270
Manager	\$180 – \$225
Senior Consultant	\$150 – \$180
Consultant	\$125 – \$150
Administrative Services	\$110

Note: Billing rates are subject to change based on annual reviews and salary increases.

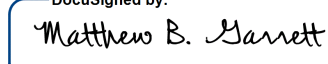
Conclusion

NewGen appreciates this opportunity to once again be of service to the City of White Settlement!

If this letter and its terms and conditions are acceptable, please execute one copy and return to our Richardson, Texas office. If there are any questions concerning this proposal, or if you would like to discuss revisions to this scope, please feel free to contact me at mgarrett@newgenstrategies.net or at (972) 675-7699. We look forward to continuing our work with the City.

Sincerely,

NewGen Strategies and Solutions, LLC

DocuSigned by:

 B22EEBEF79E64D1
 Matthew B. Garrett
 Managing Director

**City of White Settlement, Texas
 Solid Waste Collection Procurement (\$46,500)**

Signed _____ Printed _____

Title _____ Date _____

Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Sun 3/7/2021 12:20 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Lacey Ruiz
Email Address	Lacey.ruiz@snhu.edu
Address	8016 Downe Dr
City	White Settlement
State	Texas
Zip Code	76108
Phone Number	8174010531
Occupation	Guest Teacher
How long have you been a resident of the City?	5 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	WSISD Fine Arts Academy PTA President 2020-2021 and 2021-2022 school year
Additional pertinent information/references	Served on the FWISD customer service committee 2013-2016

Page 2

I am interested in serving on the following boards, commissions, or committees (choose up to 3)

Crime Control & Prevention

Do you serve on any other board/commission/committee at this time? If so, please list

Field not completed.

Do you have any relatives working for the City?

No

If yes, list name of relative

Field not completed.

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type?

No

Digital Signature (type your name)

Lacey Ruiz

Date

3/7/2021

Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Wed 4/14/2021 7:00 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Kevin Nail
Email Address	crowley75@yahoo.com
Address	8108 Whitney Drive
City	White Settlement
State	TX
Zip Code	76108
Phone Number	18174759089
Occupation	Filmmaker
How long have you been a resident of the City?	5 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	Member of the Dallas Producer's Association Member of the Dallas Screenwriter's Association Member of the Lonestar Film Society
Additional pertinent information/references	Council Woman Christina Grudzinski (wife)

Page 2

I am interested in serving on the following boards, commissions, or committees (choose up to 3)

Crime Control & Prevention

Do you serve on any other board/commission/committee at this time? If so, please list

Field not completed.

Do you have any relatives working for the City?

Yes

If yes, list name of relative

Christina Grudzinski

Do you receive any direct

No

compensation or gain from
the City or any other
governmental entity? If so,
what type?

Digital Signature (type your name) Kevin Nail

Date 4/14/21

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Wed 1/26/2022 9:23 AM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Garry W. Wilson
Email Address	cathey.wilson@live.com
Address	1001 Bridle Ave
City	White Settlement
State	TX
Zip Code	76108
Phone Number	817-925-3528
Occupation	Retired
How long have you been a resident of the City?	49 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	City Council Place 5 2006-2016 Currently on Board of Adjustment and Appeal
Additional pertinent information/references	<i>Field not completed.</i>

Page 2

I am interested in serving on **Crime Control & Prevention** the following boards, commissions, or committees

Which of your choices would **CCPD** you identify as your top choice?

Serving on a board or commission is time consuming as most boards meet on a monthly basis.
Are you committed to attending all regularly

scheduled meetings of the
board to which you are
applying?

Please list any City of White Settlement boards or commissions you served on previously or are currently serving. BAA, Former council member

Have you taken the Texas Open Meetings Act training? Yes

If no, are you willing to do so as part of your board participation? Yes

Do you have any relatives working for the City? Yes

If yes, list name of relative Cathey Wilson

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type? No

Digital Signature (type your name) Garry Wayne Wilson

Date 01-26-2022

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Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 9/16/2021 11:48 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Joshua Allen Lemons
Email Address	Joshlemons84@icloud.com
Address	805 Clyde St
City	White Settlement
State	TX
Zip Code	76108
Phone Number	(817) 992-6814
Occupation	President/CEO
How long have you been a resident of the City?	8 Months
Are you a qualified voter of the City?	Yes
Professional and/or community activities	CEO/Executive of a large Aerospace Company in Fort Worth. I Oversee & drive the company in the proper direction, manage over 115 employees, while balancing budgets, & overseeing HR related issues. I sit on the board of my company as well as the Executive G-3 Aerospace Committee. (This committee is responsible for maintaining National Aerospace Standards. In my personal life, my wife, daughter, & myself all volunteer at Cooks Children Hospital & Scottish Rites helping kids in need or with terminal illnesses. I have been married for over 12 years & have a 16 year old daughter & another one on the way. My career is running smoothly & I would love to be more involved with my new community/City.
Additional pertinent information/references	Excellent business knowledge as well as common sense. Great with conflict resolution & people/interview skills. I know I would make an excellent addition to any board/committee. My success has come from hard work, strong work ethic.

References

Stephen Grossman - (817) 675-5215

Board member with my current corporation, former Southlake & Keller Police Department & well known within the community in Keller.

Jason Rogers - (607) 591-4593 - Former Colleague of 8 Years.

Paula Brown - (817) 822-8983 - RN & Family member

Page 2

I am interested in serving on the following boards, commissions, or committees

Animal Control Advisory Board, Board of Adjustments & Appeals, Civil Service Commission, Crime Control & Prevention, Economic Development Corporation, Holiday Parade Committee, Parks & Recreation Board, Planning & Zoning Board, Pride Commission

Which of your choices would you identify as your top choice?

Crime Control & Prevention Civil Service Commission

Serving on a board or commission is time consuming as most boards meet on a monthly basis. Are you committed to attending all regularly scheduled meetings of the board to which you are applying?

Yes

Please list any City of White Settlement boards or commissions you served on previously or are currently serving.

N/A

Have you taken the Texas Open Meetings Act training?

Yes

If no, are you willing to do so as part of your board participation?

Yes

Do you have any relatives working for the City?

No

If yes, list name of relative

Field not completed.

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type?

No

Digital Signature (type your

Joshua Allen Lemons

name)

Date

09.16.2021

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Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 9/28/2021 12:52 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Angela James
Email Address	angelajames7@gmail.com
Address	8428 Ronnie Street
City	White Settlement
State	TX
Zip Code	76108
Phone Number	3194317156
Occupation	Finance Manager
How long have you been a resident of the City?	1 month
Are you a qualified voter of the City?	Yes
Professional and/or community activities	<i>Field not completed.</i>
Additional pertinent information/references	<i>Field not completed.</i>

Page 2

I am interested in serving on the following boards, commissions, or committees

Crime Control & Prevention, Economic Development Corporation, Holiday Parade Committee, Parks & Recreation Board
--

Which of your choices would you identify as your top choice?

Economic Development & Crime Control

Serving on a board or commission is time consuming as most boards meet on a monthly basis. Are you committed to attending all regularly scheduled meetings of the

Yes

board to which you are
applying?

Please list any City of White Settlement boards or commissions you served on previously or are currently serving. *Field not completed.*

Have you taken the Texas Open Meetings Act training? No

If no, are you willing to do so as part of your board participation? Yes

Do you have any relatives working for the City? No

If yes, list name of relative *Field not completed.*

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type? N/A

Digital Signature (type your name) Angela L. James

Date 9/28/2021

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Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Wed 6/16/2021 11:56 AM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Leigha Mitchell
Email Address	leighamitchell1979@yahoo.com
Address	8004 Tumbleweed Trl
City	Fort Worth
State	TX
Zip Code	76108
Phone Number	8179884208
Occupation	Product Owner
How long have you been a resident of the City?	20 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	I am certified project manager and six sigma black belt. I have been PTA president and I am secretary for my college honor society
Additional pertinent information/references	Field not completed.

Page 2

I am interested in serving on the following boards, commissions, or committees

Civil Service Commission, Crime Control & Prevention, Parks & Recreation Board, Pride Commission

Which of your choices would you identify as your top choice?

Pride commission

Serving on a board or commission is time consuming as most boards meet on a monthly basis.

Are you committed to attending all regularly scheduled meetings of the

Yes

board to which you are
applying?

Please list any City of White Settlement boards or commissions you served on previously or are currently serving. *Field not completed.*

Have you taken the Texas Open Meetings Act training? No

If no, are you willing to do so as part of your board participation? Yes

Do you have any relatives working for the City? No

If yes, list name of relative *Field not completed.*

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type? no

Digital Signature (type your name) Leigha Mitchell

Date 06/16/2021

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Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Wed 12/15/2021 5:39 AM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	William Wright
Email Address	woodworkdaddy@gmail.com
Address	828 Bridle Avenue,
City	White Settlement
State	TX
Zip Code	76108
Phone Number	6823679172
Occupation	Facilities planner
How long have you been a resident of the City?	3 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	Field not completed.
Additional pertinent information/references	Eddie Delgado

Page 2

I am interested in serving on the following boards, commissions, or committees

Parks & Recreation Board

Which of your choices would you identify as your top choice?

Parks and Rec

Serving on a board or commission is time consuming as most boards meet on a monthly basis. Are you committed to attending all regularly scheduled meetings of the

Yes

board to which you are
applying?

Please list any City of White Settlement boards or commissions you served on previously or are currently serving. *Field not completed.*

Have you taken the Texas Open Meetings Act training? No

If no, are you willing to do so as part of your board participation? Yes

Do you have any relatives working for the City? No

If yes, list name of relative *Field not completed.*

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type? None

Digital Signature (type your name) William Wright

Date 12/15/21

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Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 5/25/2021 5:31 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Lindsey Kappen
Email Address	Kappenli4@gmail.com
Address	7824 Colton Drive
City	White Settlement
State	TX
Zip Code	76108
Phone Number	9893261133
Occupation	Teacher
How long have you been a resident of the City?	3 months
Are you a qualified voter of the City?	Yes
Professional and/or community activities	Field not completed.
Additional pertinent information/references	Field not completed.

Page 2

I am interested in serving on the following boards, commissions, or committees

Animal Control Advisory Board, Parks & Recreation Board

Which of your choices would you identify as your top choice?

Parks and Rec

Serving on a board or commission is time consuming as most boards meet on a monthly basis. Are you committed to attending all regularly scheduled meetings of the

Yes

board to which you are
applying?

Please list any City of White Settlement boards or
commissions you served on
previously or are currently
serving. *Field not completed.*

Have you taken the Texas
Open Meetings Act training? No

If no, are you willing to do so
as part of your board
participation? Yes

Do you have any relatives
working for the City? No

If yes, list name of relative *Field not completed.*

Do you receive any direct
compensation or gain from
the City or any other
governmental entity? If so,
what type? No

Digital Signature (type your
name) Lindsey Kappen

Date 05/24/2021

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Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 5/25/2021 6:59 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Rachel Wood
Email Address	rachelrenee732@gmail.com
Address	7913 Wilson Cliff Court
City	White Settlement
State	TX
Zip Code	76108
Phone Number	817-965-3486
Occupation	Teacher
How long have you been a resident of the City?	1.5 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	Field not completed.
Additional pertinent information/references	Field not completed.

Page 2

I am interested in serving on the following boards, commissions, or committees

Library Board, Pride Commission

Which of your choices would you identify as your top choice?

Pride Commission

Serving on a board or commission is time consuming as most boards meet on a monthly basis. Are you committed to attending all regularly scheduled meetings of the

Yes

board to which you are
applying?

Please list any City of White Settlement boards or
commissions you served on
previously or are currently
serving. *Field not completed.*

Have you taken the Texas
Open Meetings Act training? No

If no, are you willing to do so
as part of your board
participation? Yes

Do you have any relatives
working for the City? No

If yes, list name of relative *Field not completed.*

Do you receive any direct
compensation or gain from
the City or any other
governmental entity? If so,
what type? No

Digital Signature (type your
name) Rachel Wood

Date 5/25/21

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Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Tue 12/14/2021 3:03 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Marcella delgado
Email Address	Marciecella.Clark@gmail.com
Address	519 comal Avenue
City	White Settlement
State	Texas
Zip Code	76108
Phone Number	2143019171
Occupation	Master Naturalist, Organizational Development
How long have you been a resident of the City?	30 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	2009-2013 TCU Biology & Psychology BA. 2016 ACU - Organizational Development MA. 2021 TPWD Master Naturalist. 2022 NPSOT board Secretary. NLCP level 1 & 4 certified. Volunteer liaison for WS Monarch waystation. Corporate recruiter, Human Resources, and Organizational Development.
Additional pertinent information/references	Field not completed.

Page 2

I am interested in serving on the following boards, commissions, or committees	Board of Adjustments & Appeals, Civil Service Commission, Crime Control & Prevention, Economic Development Corporation, Parks & Recreation Board, Planning & Zoning Board
--	---

Which of your choices would you identify as your top choice?	Parks & Recreation reappointment.
--	-----------------------------------

term expires Feb 2024
Appointed to Place 3 Nov 2021

Serving on a board or commission is time consuming as most boards meet on a monthly basis. Are you committed to attending all regularly scheduled meetings of the board to which you are applying?

Yes

Please list any City of White Settlement boards or commissions you served on previously or are currently serving.

CCPD, parks and recreation

Have you taken the Texas Open Meetings Act training?

No

If no, are you willing to do so as part of your board participation?

Yes

Do you have any relatives working for the City?

No

If yes, list name of relative

Field not completed.

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type?

No

Digital Signature (type your name)

Marcella delgado

Date

12/14/2021

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