

NOTICE OF A PUBLIC MEETING



AN AGENDA OF A REGULAR MEETING OF THE CITY COUNCIL

CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – May 3, 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.

CALL TO ORDER

INVOCATION / PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION

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

DELIBERATION AGENDA

- 1) Discuss and consider an ordinance cancelling the Special Election set for June 18, 2022; declaring the candidate unopposed; and declaring the candidate elected to City Council Place 4 for an unexpired term.

OATH OF OFFICE

- 2) Administer Oath of Office to Council Member Place 4, William Wright, for the unexpired term beginning this date through November 2024.

PRESENTATIONS

- 3) Presentation of Proclamation observing May 2022 as Motorcycle Safety Awareness Month.
- 4) Presentation of Proclamation observing the week of May 15-21, 2022 as Emergency Medical Services Week with the theme "EMS: Rising to the Challenge".

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.

- 5) Approval of City Council meeting minutes:
 - a. April 5, 2022
 - b. April 23, 2022
- 6) Approval of Wendy Burgess, Tax Assessor-Collector as the City's designated officer for calculating the no new revenue and voter approval tax rates going forward.

- 7) Acknowledge receipt of Quarterly Investment Report for period ending March 31, 2022.
- 8) Acknowledge receipt of Monthly Financial Statements for FY 21-22 as of March 31, 2022.

DELIBERATION AGENDA CONTINUED

PLANNING AND DEVELOPMENT:

- 9) Discuss and consider a Community Facilities Agreement between The City of White Settlement and Jimenez Custom Homes for certain improvements to Lot 16 Block H Meadow Park Addition, more commonly known as 1200 Lake View Ridge.

PUBLIC WORKS:

- 10) Consider approval of a Professional Services Agreement for James DeOtte Engineering Inc. for the Design, Bidding and Construction Engineering services for three projects known as North Judd Water line, Delmar Court Sewer line and Bolliger & Martha Jean Sewer line in the amount of \$169,495.00.

ADJOURNMENT

Notice posted on the 29th day of April, 2022, on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas by 5:00 p.m.

Amy Arnold, TRMC, CMC
City Secretary



To: City Council
From: Amy Arnold, TRMC, CMC
City Secretary
Date: May 3, 2022

The Texas Constitution and the Texas Election Code address special elections to fill a vacancy as well as unopposed candidates. After the resignation of Council Member Place 4, City Council adopted an ordinance calling a Special Election to fill the vacancy. One application for a place on the ballot to be a candidate for the Special Election was received. After the required filing period, having received no other applications, the candidate was certified as unopposed.

An ordinance is required to 1) declare the candidate unopposed, 2) cancel the special election, 3) declare the unopposed candidate elected . This item adopts the required ordinance.

Staff recommends approval.

ORDINANCE NO 2022.05.004.11

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS CANCELLING A SPECIAL ELECTION TO BE HELD ON JUNE 18, 2022; DECLARING CANDIDATE UNOPPOSED; AND DECLARING CANDIDATE ELECTED TO THE OFFICE OF CITY COUNCIL PLACE 4.

WHEREAS, the City Council of the City of White Settlement adopted Ordinance 2022-04-003-10 calling for a Special Election to fill a vacancy to be held on June 18, 2022; and

WHEREAS, the filing period for candidates to apply to appear on the ballot was held April 6, 2022 thru April 18, 2022 in accordance with EC 201.054(a)(1); and

WHEREAS, the City Secretary has certified in writing that a candidate is unopposed for said called election and delivered certification of unopposed candidate to the governing body in accordance with EC 2.052;

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

Section 1: The City of White Settlement City Council hereby accepts the City Secretary's certification of unopposed candidate and cancels the election scheduled to be held on June 18, 2022 in accordance with Section 2.053(a) of the Texas Election code. Order of Cancellation (Attachment A) shall be posted on Election Day at each polling place that would have been used in the election.

Section 2: William Wright, having been certified as an unopposed candidate to Council Member Place 4, is hereby declared elected to the office of City Council Place 4.

Section 3: The unexpired term of office shall commence upon the passing of this ordinance, submitting the statement of elected officer, and taking the oath of office as required by law.

Section 10: This Ordinance shall be effective immediately upon approval.

Passed and approved on this the 23rd day of April, 2022.

ATTEST:

Ronald A. White, Mayor

Amy Arnold, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney



ORDER OF CANCELLATION

The City of White Settlement hereby cancels the election scheduled to be held on June 18, 2022 in accordance with Section 2.053 (a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

Candidate:	Office Sought:
William Wright	Council Member Place 4

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

Date of adoption: May 3, 2022



CERTIFICATION OF UNOPPOSED CANDIDATE

To: Presiding Officer of Governing Body

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidate is unopposed for election to office for the election scheduled to be held on June 18, 2022.

Office

Council Member Place 4

Candidate:

William Wright


Amy Arnold, TRMC, CMC
City Secretary

Certificate Of Election

In the Name and Authority of the City of White Settlement and The State of Texas

This is to Certify, that

William Wright

By Certification of Unopposed Candidate is Declared Elected to

City Council Place 4

*By the City Council of the City of White Settlement on
May 3, 2022*

*In testimony whereof, I have hereunto signed my name and caused the Seal of the City of White Settlement, Texas
to be affixed, this 3rd day of May, 2022.*

Ronald A. White, Mayor

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, The U.S. Department of Transportation's National Highway Traffic Safety Administration (NHTSA) is partnering with the State of Texas and the City of White Settlement to remind all motorists that May is Motorcycle Safety Awareness Month; and

WHEREAS, The month of May begins the unofficial start of the summer road travel season. Safe riding and driving practices, and cooperation from all road users, will help reduce the number of fatalities and injuries on our nation's highways; and

WHEREAS, NHTSA reports that in 2020, there were 5,579 motorcyclists killed in traffic crashes, an increase from 2019 (5,044) and estimates that helmets saved the lives of 1,872 motorcyclists; and

WHEREAS, Almost 40% of a vehicle is covered by blind spots, which can make it difficult to see a motorcycle in traffic; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, all citizens of our community need to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect when sharing our roadways; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety;

NOW THEREFORE, I, Ronald A. White, Mayor of the City of White Settlement, do hereby proclaim the month of May, 2022 as

MOTORCYCLE SAFETY AND AWARENESS MONTH

Further, I urge all residents to do their part to increase safety and awareness in our community.

Witness Whereof, I have set my hand and caused the
Seal of the City to be affixed this 4th day of May in the year 2021

Ronald A. White, Mayor

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, *Emergency Medical Services is an essential public service; and*

WHEREAS, *the members of MedStar, White Settlement Fire Department and White Settlement Police Department provide lifesaving care to those in need 24 hours a day, seven days a week; and*

WHEREAS, *access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

WHEREAS, *EMS agencies and personnel have expanded their roles by providing important, preventative and follow-up care, and access to telemedicine; and are providing crucial services during the COVID-19 pandemic; and*

WHEREAS, *EMS and other first response personnel are facing unprecedented challenges with response volumes and personal risks; and*

WHEREAS, *it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now*

THEREFORE, *I, Ronald A. White, hereby proclaim the week of May 15 - 21, 2022, as*

EMERGENCY MEDICAL SERVICES WEEK **“EMS: Rising to the Challenge”,**

and we encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Witness Whereof, I have set my hand and caused the Seal of the City to be affixed this 3rd day of May in the year 2022

Ronald A. White, Mayor



**MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL
CITY OF WHITE SETTLEMENT, TEXAS
6:30 PM – April 5, 2022
City Hall – Council Chambers
214 Meadow Park Drive, White Settlement, TX 76108**

CALL TO ORDER

Mayor White called the meeting to order at 6:30 p.m. with a quorum of members present as follows: Council Member Paul Moore, Mayor Pro Tem Evelyn Spurlock, Council Member Amber Munoz and Council Member Gregg Geesa.

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

INVOCATION / PLEDGE OF ALLEGIANCE

Mayor White offered the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

There were no public comments.

PRESENTATIONS

The following presentations were made:

MAYOR / COUNCIL MEMBER PRESENTATIONS:

1. Presentation of Child Abuse Prevention Month Proclamation.
2. Presentation of Certificate of Completion to Jeffrey James, City Manager and Rich Tharp, Community Services Director, for completing the NCTCOG 2021/2022 New and Emerging Finance Director's Program.
3. Present Finance with Certificate of Recognition for Budget Preparation.

STAFF PRESENTATIONS:

4. Presentation on Landbanking to Support Critical Regional Infrastructure by Dan Kessler, Assistant Director of Transportation for North Central Texas Council of Governments (NCTCOG).
5. The City Manager's presentation of items of community interest, including the introduction of Police Chief Christopher Cook.

CONSENT AGENDA

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

6. Approval of City Council meeting minutes:
 - a. March 1, 2022
 - b. March 5, 2022
 - c. March 16, 2022
7. Acknowledge and confirm the appointment by City Manager Jeff James, appointing Christopher Cook as the White Settlement Police Chief.

8. Acknowledge receipt of Monthly Financial Statements for FY 21-22 as of February 28, 2022.
9. Acknowledge receipt and accept resignation of Council Member Place 4, Eddie Delgado, effective immediately.
10. Approving findings of fact and action approving contract with Linebarger Goggan Blair & Sampson, LLP.

DELIBERATION AGENDA

ADMINISTRATIVE:

11. Discuss and consider an Ordinance calling for a Special Election to Fill a Vacancy to be held June 18, 2022; approving a joint election with other entities; providing for election to be contracted with Tarrant County; establishing procedures for election; and providing an effective date.

City Secretary Amy Arnold presented the item explaining the Texas Constitution required vacant seats with terms longer than two years be filled by an election within 120 days of the vacancy. Mrs. Arnold explained she spoke with the Tarrant County Elections Administrator regarding best dates to conduct the special election; selecting June 18th being the best date as it is also the municipalities runoff election date.

Mayor Pro Tem Spurlock made a motion to approve Ordinance 2022.04.004.10 calling for a Special Election to Fill a Vacancy to be held June 18, 2022. Council Member Munoz seconded the motion which carried unanimously.

12. Discuss and consider a resolution establishing future plans for Splash Dayz Waterpark.

Patricia England of 852 McCully St addressed city council on this item sharing her opinion to pay off the debt quickly.

City Manager Jeff James mentioned he is available to answer any questions members might have on the item.

Council Member Gregg Gessa discussed the options noting the city “is not in the business of running a water park”. Council Member Geesa explained his favor for option 1 noting his belief that it would be advantageous to use knowledge of the marketing firm versus paying off early or tearing down the park would spend money that would hurt the city for years to come.

Mayor Pro Tem Spurlock shared her thoughts as to the consensus being not to close until the call on the bonds, referencing bond market and what to do between now and then. Mayor Pro Tem Spurlock noted the steps in option 1 provide for planning and oversight of the facility until calling the bond sharing her favor of option one.

Council Member Geesa made a motion to approve Resolution 2022.04.004.09 (Option 1), as written.

Mayor Pro Tem Spurlock seconded the motion which carried unanimously. For the record, option one states: *The City Council desires the following actions be taken in regard to the future of Splash Dayz: The City will continue to operate Splash Dayz; City staff and City Council will review Splash Dayz 2022 end of season financials and H Two Marketing reports to be used for 2023 season budget planning; City staff and City Council will review Splash Dayz 2023 end of season financials and H Two Marketing reports to be used for 2024 season budget planning; and when the Bond is callable (December 1, 2023), City staff and City Council will seek the advice of the City’s financial advisor and bond counsel regarding refunding or paying off the Bond.*

13. Discuss and consider a resolution authorizing an Interlocal Agreement for Landbanking to Support Critical Regional Infrastructure.

City Manager Jeff James presented the item as part of the earlier presentation by Mr. Dan Kessler explaining the action taken allows staff to move forward with an Interlocal Agreement. City Attorney Drew Larkin explained the document has been reviewed and matches the presentation, he feels it can be finalized after he makes a few wordsmith updates, and informs members of their option to approve the resolution or wait until May to review the final Interlocal Agreement.

Mayor Pro Tem Spurlock made a motion to approve Resolution 2022.04.005.10 with the Interlocal Agreement being reviewed and approved by legal before signing. Council Member Moore seconded the motion which carried unanimously.

PUBLIC WORKS:

14. Discuss and consider an amendment to the Capital Improvement Plan by amending the Kimbrough Street Professional Services Agreement by adding the remaining northern section of Kimbrough from Wyatt Drive to Sandell Drive at a cost of \$195,262.00

Public Works Director Larry Hoover explained the item is to amend a previously approved project for water, sewer and paving improvements on Kimbrough Street from Wyatt Drive to Down Drive. Mr. Hoover mentioned staff recently determined that the northern section of Kimbrough needed to be completed as the sewer line in the section collects all of the sewer for the entire length of Kimbrough and the streets that connect to it. The paving in this section is extremely rough from numerous patching from sewer and water leaks.. Mr. Hoover explained the project will include curb and gutter with asphalt paving , new water, sewer and sidewalks with a small amount of storm drainage line replacement. Mr. Hoover concluded by mentioning the amending will cover the design, bid and construction phases of the project and will add a total engineering cost to the project of \$ 195,262.00 to bring the revised engineering for the total Kimbrough project to \$814,042.00 to be funded by the Capital Bond Fund.

Council Member Munoz made a motion to approve an amendment to the Capital Improvement Plan by amending the Kimbrough Street Professional Services Agreement by adding the remaining northern section of Kimbrough from Wyatt Drive to Sandell Drive at a cost of \$195,262.00. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

EXECUTIVE SESSION

Executive Session was not held.

ADJOURNMENT

With there being no further discussion, Mayor White adjourned the meeting at 7:43 pm.

Approved this the 3rd day of May, 2022.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC

City Secretary



**MINUTES OF A BUDGET KICKOFF MEETING OF THE CITY COUNCIL
CITY OF WHITE SETTLEMENT, TEXAS**

9:00 AM – 11:00 AM

Saturday, April 23, 2022

Pecan Grove Convention Center

405 N. Las Vegas Trail, White Settlement, TX 76108

CALL TO ORDER

Mayor White called the meeting to order at 9 a.m. with a quorum of members present as follows: Council Member Paul Moore, Mayor Pro Tem Evelyn Spurlock, Council Member Amber Munoz and Council Member Gregg Geesa.

Executive Staff present included City Manager Jeffrey J. James and City Secretary Amy Arnold. Other staff present included Executive Administrative Assistant Ann Elias, Community Services Director Rich Tharp, Finance Director Krystal (Foght) Crump, Building Official Robert Nunley, Public Works Director Larry Hoover, Chief of Police Christopher Cook, Fire Chief Brandon Logan, City Marshal Randy Rogers and Communications Manager Aaron Hall. Council Member Elect (by declaration), William Wright, was also present. Two members of the public, residents, were present.

ADDENDUM

Prior to opening the floor for workshop presentations, Mayor White addressed the addendum to the agenda as follows:

Discuss and consider accepting the Certification of Unopposed Candidate as presented by the City Secretary for the Jun 18, 2022 Special Election; and consider an Order of Cancellation for the June 18, 2022 Special Election.

City Secretary Amy Arnold informed members of one candidate application being received for a place on the ballot to fill an unexpired term to place 4. Mrs. Arnold explained the requirement of the certification of unopposed candidate, confirming reference to the Texas Election Code and Texas Constitution for procedural guidance. This item acknowledges and accepts the certification of unopposed candidate which puts into place procedures relating to election laws regarding unopposed candidates.

Council Member Geesa made a motion to acknowledge and accept the Certification of Unopposed Candidate as presented by City Secretary Amy Arnold. Council Member Munoz seconded the motion which carried unanimously.

WORKSHOP

1. Hold a Budget Kickoff Workshop for departmental presentations of their draft proposed budgets for Fiscal Year 2022-2023.

Finance Director Krystal (Foght) Crump addressed those present explaining three parts of the presentation being introduction, department Presentations and conclusion. The introduction included

results of a council member survey which shows strategic goals; top five being Economic Development/Vitality; Infrastructure/Mobility; Public Safety; Financial Sustainability/ Accountability; and Community Engagement. It was explained that these strategic goals will be used as guidance to prioritize departmental goals. Other items discussed included the budget process, budgeting principles, service levels and accomplishments.

The following departments presented information specific to the department responsibilities, goals and service to the community: *(A copy of the presentations will be attached to the final approved minutes)*

- City Manager
- City Secretary
- Public Works
- City Marshal
- Human Resources
- Fire Department
- Finance Department
- Community Services
- Planning and Development
- Police Department

Finance Director Krystal (Foght) Crump concluded the workshop by presenting information on Revenues, Expenses, Property Taxes, Outlook regarding appraisals, tax base improvement options, sales tax, fines, licenses, permits, interest income, franchise fees and charges for services. She referenced a salary survey recently completed mentioning the resulting information is not affordable to the city, discussed general fund and water sewer fund expenses/revenues as well as the fund balance being well over the required percentage. Mrs. Crum (Foght) briefly explained CIP projects including the planned 2024 N. Las Vegas Trail construction project. She provided a list of upcoming budget meetings giving 11 more opportunities for budget input.

ADJOURNMENT

With there being no further discussion, Mayor White adjourned the meeting at 12:20 pm.

Approved this the 3rd day of May, 2022.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC

City Secretary



QUARTERLY INVESTMENT REPORT For the Quarter Ended

March 31, 2022

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.

City Manager	<i>Kristal Cruz</i>	<i>4/25/2022</i>
Finance Director	<i>Jeffrey A. Finner</i>	<i>4/25/22</i>

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	December 31, 2021		March 31, 2022		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Pools/Bank/MMA	\$ 38,475,278	\$ 38,475,278	\$ 35,428,602	\$ 35,428,602	0.29%
Securities/CDs	14,094,433	14,094,433	20,122,914	20,056,032	0.62%
Totals	\$ 52,569,710	\$ 52,569,710	\$ 55,551,516	\$ 55,484,634	0.41%

Quarter End Average Yield (1)

Total Portfolio	0.41%
Rolling Three Month Treasury	0.31%
Rolling Six Month Treasury	0.36%
TexPool	0.15%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	0.36%
Rolling Three Month Treasury	0.18%
Rolling Six Month Treasury	0.22%
Quarterly TexPool Yield	0.10%

Interest Earnings (Approximate)

Quarterly Interest Income	\$ 57,077
Year-to-date Interest Income	\$ 106,674

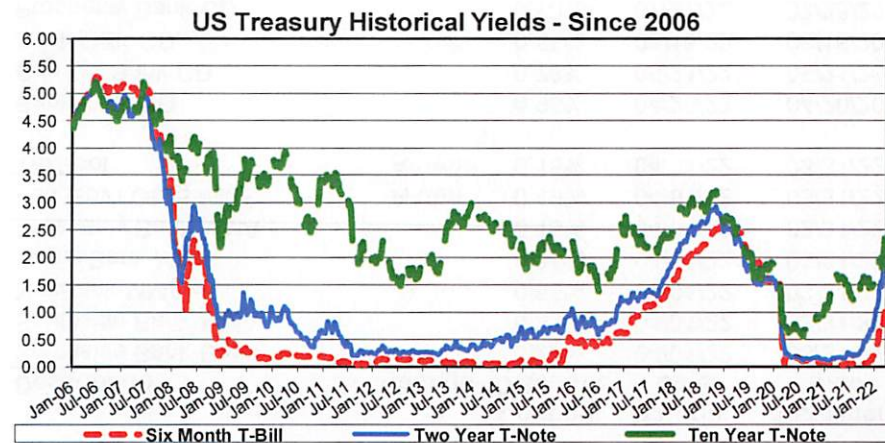
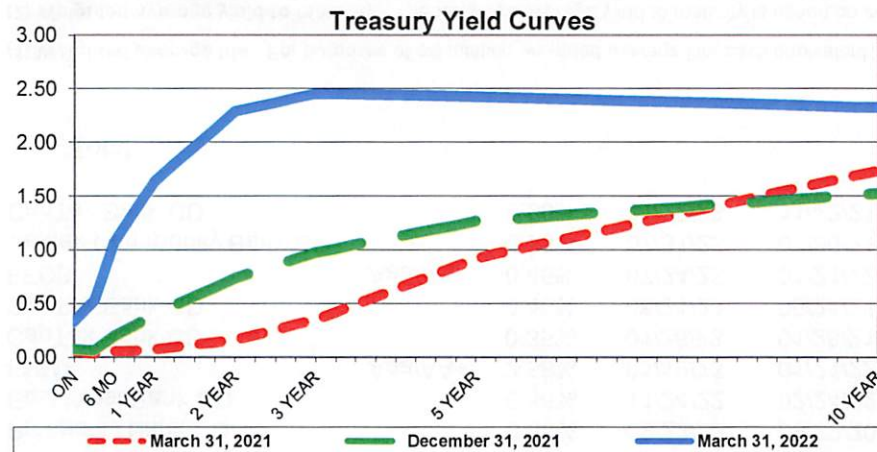
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(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

3/31/2022

The Federal Open Market Committee (FOMC) **raised** the Fed Funds target range to 0.25% to 0.50% (Effective Fed Funds are trading +/-0.30%). The FOMC ended monthly security purchases and may begin reducing their balance sheet. The market projection 4 to 6 more increases this calendar year. Final Fourth Quarter GDP recorded +6.9%. March Non-Farm Payroll missed estimates adding 431k net new jobs. Decreasing the Three Month Average NFP to 562k. Crude oil declined to +/- \$100 per barrel. The Stock Markets have recovered from the "correction" and slowly regained some lost ground. Some domestic economic indicators, including housing, softened. Inflation remained well over the FOMC 2% target (Core PCE +/-5.4%). The FOMC Fed Funds target projections pushed the yield curve to a Three Year Maturity peak.

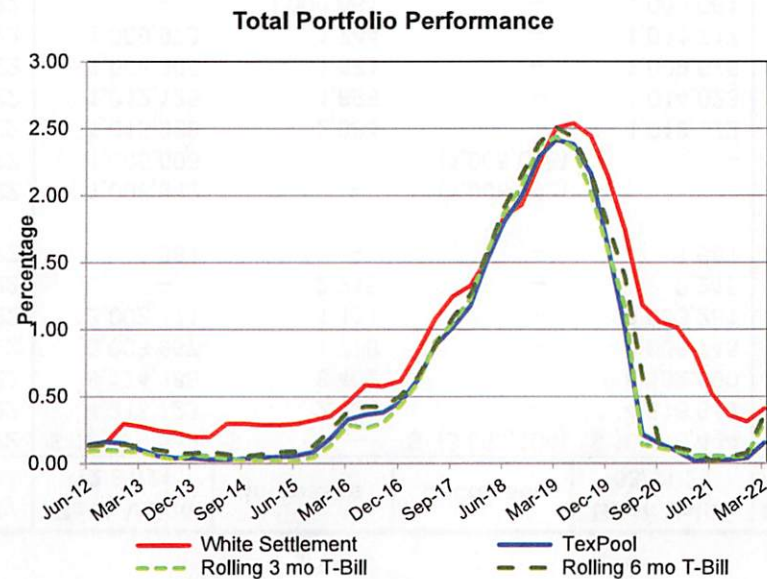
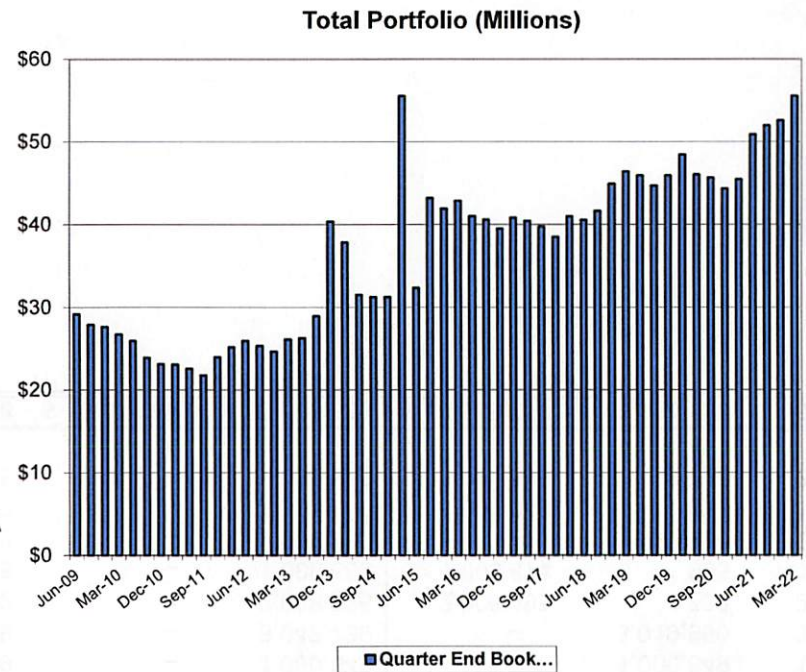
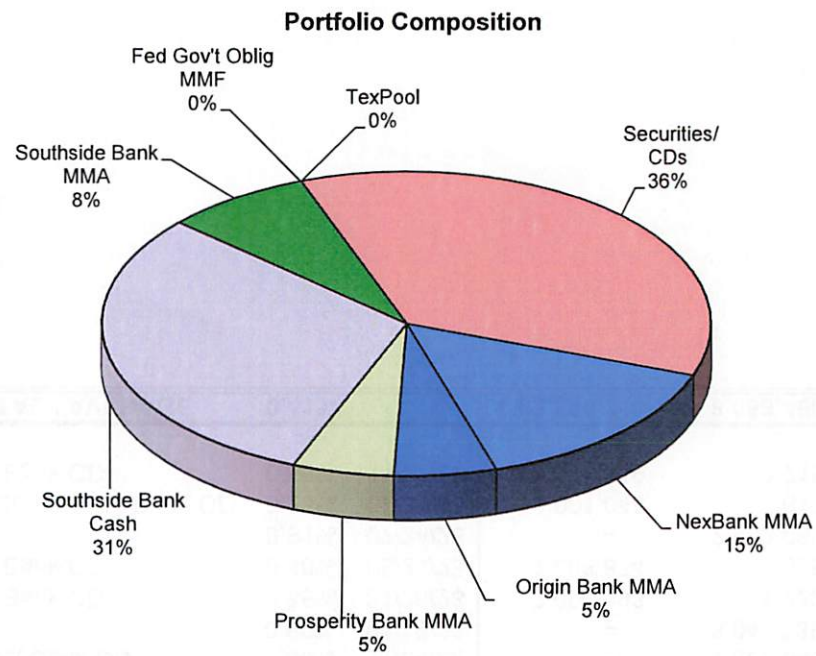


Investment Holdings
March 31, 2022

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Southside Bank Cash		0.20%	04/01/22	03/31/22	\$ 16,916,444	\$ 16,916,444	1.00	\$ 16,916,444	1	0.20%
Southside Bank MMA		0.33%	04/01/22	03/31/22	4,316,645	4,316,645	1.00	4,316,645	1	0.33%
NexBank MMA		0.55%	04/01/22	03/31/22	8,182,590	8,182,590	1.00	8,182,590	1	0.55%
Origin Bank MMA		0.24%	04/01/22	03/31/22	3,005,745	3,005,745	1.00	3,005,745	1	0.24%
Prosperity Bank MMA		0.15%	04/01/22	03/31/22	3,003,281	3,003,281	1.00	3,003,281	1	0.15%
Fed Gov't Oblig MMF	AAAm	0.19%	04/01/22	03/31/22	2,215	2,215	1.00	2,215	1	0.19%
TexPool	AAAm	0.15%	04/01/22	03/31/22	1,681	1,681	1.00	1,681	1	0.15%
Bank OZK CD		0.95%	04/20/22	04/20/20	1,018,372	1,018,372	100	1,018,372	20	0.96%
CapTex Bank CD		0.76%	05/21/22	05/21/20	1,014,023	1,014,023	100	1,014,023	51	0.76%
Bank OZK CD		0.55%	06/16/22	06/16/20	1,009,675	1,009,675	100	1,009,675	77	0.55%
Prosperity Bank CD		0.70%	07/27/22	07/28/20	1,011,717	1,011,717	100	1,011,717	118	0.70%
East West Bank CD		0.67%	08/24/22	02/24/22	1,000,661	1,000,661	100	1,000,661	146	0.67%
Prosperity Bank CD		0.50%	09/22/22	09/22/20	1,007,502	1,007,502	100	1,007,502	175	0.50%
East West Bank CD		0.86%	11/24/22	02/24/22	1,000,849	1,000,849	100	1,000,849	238	0.86%
FNMA	Aaa/AA+	2.38%	01/19/23	01/21/22	3,000,000	3,042,739	100.67	3,019,950	294	0.60%
CapTex Bank CD		0.35%	01/26/23	01/28/21	2,008,225	2,008,225	100	2,008,225	301	0.35%
CapTex Bank CD		0.40%	05/21/23	05/21/21	1,009,869	1,009,869	100	1,009,869	416	0.40%
FFCB	Aaa/AA+	0.45%	07/24/23	01/21/22	3,000,000	2,982,083	97.93	2,937,990	480	0.91%
Veritex Community Bank CD		0.25%	07/31/23	07/30/21	1,001,666	1,001,666	100	1,001,666	487	0.25%
CapTex Bank CD		0.50%	11/22/23	11/22/21	3,015,533	3,015,533	100	3,015,533	601	0.50%
Total					\$ 55,526,694	\$ 55,551,516		\$ 55,484,634	117	0.41%
									(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 12/31/21	Increases	Decreases	Book Value 03/31/22	Market Value 12/31/21	Change in Market Value	Market Value 03/31/22
Southside Bank Cash	0.20%	04/01/22	\$ 19,979,548	\$ —	\$ (3,063,104)	\$ 16,916,444	\$ 19,979,548	\$ (3,063,104)	\$ 16,916,444
Southside Bank MMA	0.33%	04/01/22	4,313,723	2,922	—	4,316,645	4,313,723	2,922	4,316,645
NexBank MMA	0.55%	04/01/22	8,174,188	8,402	—	8,182,590	8,174,188	8,402	8,182,590
Origin Bank MMA	0.24%	04/01/22	3,003,967	1,778	—	3,005,745	3,003,967	1,778	3,005,745
Prosperity Bank MMA	0.15%	04/01/22	3,002,171	1,111	—	3,003,281	3,002,171	1,111	3,003,281
Fed Gov't Oblig MMF	0.19%	04/01/22	—	2,215	—	2,215	—	2,215	2,215
TexPool	0.15%	04/01/22	1,681	—	—	1,681	1,681	—	1,681
Prosperity Bank CD	0.60%	01/27/22	1,008,542	—	(1,008,542)	—	1,008,542	(1,008,542)	—
Prosperity Bank CD	0.40%	03/22/22	1,005,006	—	(1,005,006)	—	1,005,006	(1,005,006)	—
Bank OZK CD	0.96%	04/20/22	1,015,988	2,384	—	1,018,372	1,015,988	2,384	1,018,372
CapTex Bank CD	0.76%	05/21/22	1,012,125	1,898	—	1,014,023	1,012,125	1,898	1,014,023
Bank OZK CD	0.55%	06/16/22	1,008,305	1,371	—	1,009,675	1,008,305	1,371	1,009,675
Prosperity Bank CD	0.70%	07/27/22	1,009,973	1,744	—	1,011,717	1,009,973	1,744	1,011,717
East West Bank CD	0.67%	08/24/22	—	1,000,661	—	1,000,661	—	1,000,661	1,000,661
Prosperity Bank CD	0.50%	09/22/22	1,006,261	1,241	—	1,007,502	1,006,261	1,241	1,007,502
East West Bank CD	0.86%	11/24/22	—	1,000,849	—	1,000,849	—	1,000,849	1,000,849
FNMA	0.60%	01/19/23	—	3,042,739	—	3,042,739	—	3,019,950	3,019,950
CapTex Bank CD	0.35%	01/26/23	2,006,493	1,732	—	2,008,225	2,006,493	1,732	2,008,225
CapTex Bank CD	0.40%	05/21/23	1,008,874	995	—	1,009,869	1,008,874	995	1,009,869
FFCB	0.91%	07/24/23	—	2,982,083	—	2,982,083	—	2,937,990	2,937,990
Veritex Community Bank CD	0.25%	07/31/23	1,001,048	617	—	1,001,666	1,001,048	617	1,001,666
CapTex Bank CD	0.50%	11/22/23	3,011,819	3,715	—	3,015,533	3,011,819	3,715	3,015,533
TOTAL / AVERAGE	0.41%		\$ 52,569,710	\$ 8,058,458	\$ (5,076,652)	\$ 55,551,516	\$ 52,569,710	\$ 2,914,923	\$ 55,484,634

	CITY OF WHITE SETTLEMENT						
	MONTHLY FINANCIALS						
	AS OF MARCH 31, 2022						
01 -GENERAL FUND							
FINANCIAL SUMMARY					% OF YEAR COMPLETED : 50.00		
	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	110,276.37	6,483,169.19	-	(41,723.74)	100.65	6,058,368.62
SALES AND USE TAXES	2,254,200.00	216,223.71	955,896.17	(34,000.00)	1,332,303.83	40.90	755,112.80
FRANCHISE FEES	878,000.00	123,419.38	382,917.00	2,431.73	492,651.27	43.89	378,874.12
LICENSES & PERMITS	317,635.00	27,886.96	223,475.40	-	94,159.72	70.36	142,028.18
CHARGES FOR SERVICES	168,024.00	27,095.75	107,041.71	-	60,982.37	63.71	95,987.72
FINES & FORFEITURES	259,340.00	27,226.32	116,986.41	-	142,353.63	45.11	133,755.88
INTEREST INCOME	90,000.00	5,173.72	27,193.79	-	62,806.21	30.22	72,166.21
OTHER REVENUE	92,465.00	(1,057.09)	48,771.41	45.00	43,648.67	52.79	362,741.08
TRANSFERS	1,618,463.00	136,625.27	829,441.97	-	789,020.59	51.25	692,068.38
TOTAL REVENUES	12,119,572.00	672,870.39	9,174,893.05	(31,523.27)	2,976,202.55	75.44	8,691,102.99
EXPENDITURE SUMMARY							
CITY COUNCIL							
PERSONNEL	2,868.00	-	5.98	-	2,862.01	0.21	31.36
MATERIALS & SUPPLIES	524.00	-	190.14	-	333.86	36.29	156.33
CONTRACTUAL SERVICES	263,586.00	(467.00)	143,617.10	105,271.10	14,697.62	94.42	90,496.34
TOTAL CITY COUNCIL	266,978.00	(467.00)	143,813.22	105,271.10	17,893.49	93.30	90,684.03
CITY MANAGER'S OFFICE							
PERSONNEL	275,032.00	34,165.33	134,378.31	-	140,653.84	48.86	103,477.29
MATERIALS & SUPPLIES	1,350.00	-	131.97	-	1,218.03	9.78	229.02
CONTRACTUAL SERVICES	18,276.00	(1,783.00)	3,417.16	-	14,858.84	18.70	2,489.85
RESERVES	65,091.00	-	-	-	65,090.50	-	-
TOTAL CITY MANAGER'S OFFICE	359,749.00	32,382.33	137,927.44	-	221,821.21	38.34	106,196.16

CITY SECRETARY							
PERSONNEL	146,955.00	12,606.13	54,409.40	-	92,545.75	37.02	48,957.55
MATERIALS & SUPPLIES	810.00	1.16	116.07	-	694.02	14.33	49.79
CONTRACTUAL SERVICES	17,210.00	899.05	7,744.05	1,760.00	7,705.95	55.22	18,775.45
TOTAL CITY SECRETARY	164,975.00	13,506.34	62,269.52	1,760.00	100,945.72	38.81	67,782.79
HUMAN RESOURCES							
PERSONNEL	137,990.00	15,224.50	65,700.40	-	72,289.37	47.61	43,866.41
MATERIALS & SUPPLIES	2,800.00	6.36	377.32	-	2,422.68	13.48	666.00
CONTRACTUAL SERVICES	82,401.00	3,477.70	26,669.46	30,583.80	25,147.74	69.48	26,325.52
TOTAL HUMAN RESOURCES	223,191.00	18,708.56	92,747.18	30,583.80	99,859.79	55.26	70,857.93
MIS							
PERSONNEL	163,317.00	16,969.77	73,511.25	-	89,806.03	45.01	69,974.99
MATERIALS & SUPPLIES	1,250.00	-	317.83	-	932.17	25.43	157.27
CONTRACTUAL SERVICES	172,658.00	8,188.50	57,655.01	7,199.30	107,803.69	37.56	43,796.60
TOTAL MIS	337,225.00	25,158.27	131,484.09	7,199.30	198,541.89	41.12	113,928.86
CITY MARSHAL							
PERSONNEL	80,963.00	8,412.24	37,087.41	-	43,875.36	45.81	53,963.32
MATERIALS & SUPPLIES	14,724.00	319.18	8,187.80	1,750.00	4,786.18	67.49	1,794.37
CONTRACTUAL SERVICES	37,198.00	1,381.57	19,843.50	4,031.63	13,323.11	64.18	19,127.72
TOTAL CITY MARSHAL	132,885.00	10,112.99	65,118.71	5,781.63	61,984.65	53.35	74,885.41
FINANCE							
PERSONNEL	483,452.00	52,725.85	227,911.39	-	255,540.98	47.14	199,950.22
MATERIALS & SUPPLIES	6,381.00	74.80	2,343.37	-	4,037.63	36.72	1,774.37
CONTRACTUAL SERVICES	65,127.00	-	21,484.88	34,875.15	8,766.97	86.54	13,593.76
TOTAL FINANCE	554,960.00	52,800.65	251,739.64	34,875.15	268,345.58	51.65	215,318.35
MUNICIPAL COURT							
PERSONNEL	94,434.00	10,072.08	45,861.16	-	48,572.45	48.56	34,642.54
MATERIALS & SUPPLIES	7,444.00	164.82	2,233.50	-	5,210.50	30.00	3,203.77
CONTRACTUAL SERVICES	66,095.00	4,651.44	28,330.57	28,685.00	9,079.43	86.26	28,223.59
TOTAL MUNICIPAL COURT	167,973.00	14,888.34	76,425.23	28,685.00	62,862.38	62.58	66,069.90
PURCHASING							
PERSONNEL	70,751.00	7,626.29	34,615.86	-	36,135.58	48.93	33,486.11
MATERIALS & SUPPLIES	600.00	-	81.06	-	518.94	13.51	35.63
CONTRACTUAL SERVICES	12,114.00	1,721.24	5,147.23	-	6,966.77	42.49	2,188.83
TOTAL PURCHASING	83,465.00	9,347.53	39,844.15	-	43,621.29	47.74	35,710.57

MEDIA							
PERSONNEL	65,170.00	6,894.91	31,429.48	-	33,740.40	48.23	28,223.42
MATERIALS & SUPPLIES	4,600.00	-	765.93	-	3,834.07	16.65	-
CONTRACTUAL SERVICES	74,472.00	8,862.03	36,721.91	24,000.00	13,750.09	81.54	33,539.87
TOTAL MEDIA	144,242.00	15,756.94	68,917.32	24,000.00	51,324.56	64.42	61,763.29
CODE COMPLIANCE							
PERSONNEL	124,323.00	6,740.75	29,160.15	-	95,162.98	23.46	122.03
MATERIALS & SUPPLIES	7,164.00	96.78	1,218.83	1,040.00	4,905.17	31.53	880.71
CONTRACTUAL SERVICES	38,549.00	612.89	7,336.46	339.47	30,872.68	19.91	4,959.67
TOTAL CODE COMPLIANCE	170,036.00	7,450.42	37,715.44	1,379.47	130,940.83	22.99	5,962.41
MUNICIPAL FACILITIES							
PERSONNEL	63,613.00	6,692.78	30,631.72	-	32,981.74	48.15	27,804.47
MATERIALS & SUPPLIES	10,670.00	248.03	4,324.68	385.00	5,960.20	44.14	1,718.80
CONTRACTUAL SERVICES	19,959.00	5,710.83	13,590.57	462.60	5,905.92	70.41	15,155.17
TOTAL MUNICIPAL FACILITIES	94,242.00	12,651.64	48,546.97	847.60	44,847.86	52.41	44,678.44
STREETS							
PERSONNEL	245,166.00	24,478.44	111,622.81	-	133,543.04	45.53	78,279.18
MATERIALS & SUPPLIES	135,658.00	5,000.40	26,747.41	2,800.00	106,110.62	21.78	65,240.71
CONTRACTUAL SERVICES	174,997.00	1,884.16	65,749.37	81,884.35	27,363.64	84.36	80,119.63
TOTAL STREETS	555,821.00	31,363.00	204,119.59	84,684.35	267,017.30	51.96	223,639.52
PLANNING & DEVELOPMENT							
PERSONNEL	208,313.00	21,838.57	98,308.84	-	110,003.88	47.19	87,022.73
MATERIALS & SUPPLIES	5,276.00	349.76	2,897.23	420.00	1,958.77	62.87	1,278.04
CONTRACTUAL SERVICES	83,941.00	2,734.98	36,753.73	34,982.13	12,204.71	85.46	46,834.63
TOTAL PLANNING & DEVELOPMENT	297,529.00	24,923.31	137,959.80	35,402.13	124,167.36	58.27	135,135.40
POLICE ADMINISTRATION							
PERSONNEL	232,766.00	20,304.90	98,437.41	-	134,329.06	42.29	303,012.26
MATERIALS & SUPPLIES	89,583.00	5,617.45	45,260.39	32,200.00	12,122.61	86.47	37,760.81
CONTRACTUAL SERVICES	267,940.00	11,644.04	216,734.55	29,376.00	21,829.84	91.85	106,607.30
CAPITAL OUTLAY	26,200.00	-	-	26,200.00	-	100.00	-
TOTAL POLICE ADMINISTRATION	616,490.00	37,566.39	360,432.35	87,776.00	168,281.51	72.70	447,380.37
POLICE PATROL							
PERSONNEL	3,426,503.00	347,187.72	1,727,299.02	-	1,699,204.40	50.41	1,313,030.21
TOTAL POLICE PATROL	3,426,503.00	347,187.72	1,727,299.02	-	1,699,204.40	50.41	1,313,030.21

ANIMAL CONTROL							
PERSONNEL	129,776.00	13,228.77	62,371.70	-	67,403.94	48.06	54,426.93
MATERIALS & SUPPLIES	26,337.00	277.14	4,320.28	595.00	21,421.72	18.66	4,714.33
CONTRACTUAL SERVICES	49,816.00	2,111.11	19,022.34	14,837.61	15,955.85	67.97	18,750.42
TOTAL ANIMAL CONTROL	205,928.00	15,617.02	85,714.32	15,432.61	104,781.51	49.12	77,891.68
FIRE DEPT							
PERSONNEL	1,660,658.00	173,959.86	822,214.78	-	838,443.63	49.51	650,813.40
MATERIALS & SUPPLIES	173,671.00	1,163.13	57,527.35	45,397.57	70,746.40	59.26	40,699.30
CONTRACTUAL SERVICES	240,044.00	7,558.07	110,833.85	41,213.52	87,996.72	63.34	109,222.54
CAPITAL OUTLAY	54,162.00	-	-	31,292.20	22,869.80	57.78	-
TOTAL FIRE DEPT	2,128,536.00	182,681.06	990,575.98	117,903.29	1,020,056.55	52.08	800,735.24
DISPATCH							
PERSONNEL	546,667.00	55,699.56	213,651.69	-	333,015.30	39.08	-
CONTRACTUAL SERVICES	34,974.00	-	34,974.20	-	-	100.00	-
TOTAL DISPATCH	581,641.00	55,699.56	248,625.89	-	333,015.30	42.75	-
LIBRARY							
PERSONNEL	162,389.00	18,076.98	78,244.96	-	84,144.41	48.18	71,616.15
MATERIALS & SUPPLIES	41,370.00	2,435.43	12,838.29	-	28,531.71	31.03	3,766.04
CONTRACTUAL SERVICES	71,682.00	5,632.97	41,021.45	20,977.50	9,683.44	86.49	34,578.69
CAPITAL OUTLAY	-	-	-	-	-	-	4,715.00
TOTAL LIBRARY	275,442.00	26,145.38	132,104.70	20,977.50	122,359.56	55.58	114,675.88
SENIOR SERVICES							
PERSONNEL	120,661.00	12,290.13	52,887.13	-	67,773.89	43.83	41,343.78
MATERIALS & SUPPLIES	20,952.00	26.46	3,752.37	1,260.00	15,939.71	23.92	265.97
CONTRACTUAL SERVICES	63,199.00	1,655.50	17,526.64	14,667.56	31,004.65	50.94	14,352.08
CAPITAL OUTLAY	-	-	-	-	-	-	14,057.00
TOTAL SENIOR SERVICES	204,812.00	13,972.09	74,166.14	15,927.56	114,718.25	43.99	70,018.83
RECREATION							
PERSONNEL	128,301.00	14,537.90	54,348.46	-	73,952.30	42.36	42,033.61
MATERIALS & SUPPLIES	25,670.00	93.92	2,243.76	-	23,426.24	8.74	2,465.70
CONTRACTUAL SERVICES	55,270.00	1,806.81	25,863.43	23,906.80	5,499.49	90.05	23,769.96
TOTAL RECREATION	209,240.00	16,438.63	82,455.65	23,906.80	102,878.03	50.83	68,269.27
PARKS MAINTENANCE							
PERSONNEL	260,184.00	28,216.36	117,873.79	-	142,309.98	45.30	121,797.89
MATERIALS & SUPPLIES	117,374.00	15,188.79	47,350.05	1,260.00	68,763.95	41.41	34,927.10
CONTRACTUAL SERVICES	287,117.00	9,034.53	150,633.44	198,115.62	(61,632.08)	121.47	117,610.54
CAPITAL OUTLAY	-	-	-	-	-	-	10,000.00
TOTAL PARKS MAINTENANCE	664,675.00	52,439.68	315,857.28	199,375.62	149,441.85	77.52	284,335.53

NON-DEPARTMENTAL							
MATERIALS & SUPPLIES	8,821.00	658.91	3,925.16	1,613.94	3,281.58	62.80	4,590.44
CONTRACTUAL SERVICES	249,925.00	18,590.78	135,217.85	82,471.20	32,236.28	87.10	123,742.27
CAPITAL OUTLAY	-	-	-	-	-	-	308,939.08
TRANSFERS	2,247,575.00	55,755.21	1,767,793.27	-	479,781.29	78.65	-
TOTAL NON-DEPARTMENTAL	2,506,321.00	75,004.90	1,906,936.28	84,085.14	515,299.15	79.44	437,271.79
TOTAL EXPENDITURES	14,372,860.00	1,091,335.75	7,422,795.91	925,854.05	6,024,210.02	58.09	4,926,221.86
REVENUE OVER/(UNDER) EXPENDITURES	(2,253,288.00)	(418,465.36)	1,752,097.14	(957,377.32)	(3,048,007.47)	(35.27)	3,764,881.13
					FUND BALANCE AVAILABLE:		17,185,877.54

02 -WATER & SEWER FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED : 50.00		
	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	744,369.19	4,522,371.72	60.00	4,995,603.16	47.51	4,576,660.08
INTEREST INCOME	90,000.00	3,359.40	20,260.24	-	69,739.76	22.51	75,600.75
OTHER REVENUE	5,000.00	944.50	5,710.56	(12.00)	(698.64)	113.97	14,909.57
TOTAL REVENUES	9,613,035.00	748,673.09	4,548,342.52	48.00	5,064,644.28	47.31	4,667,170.40
EXPENDITURE SUMMARY							
UTILITY BILLING							
PERSONNEL	256,889.00	25,308.89	108,356.78	-	148,532.43	42.18	84,937.22
MATERIALS & SUPPLIES	39,000.00	2,600.89	16,346.89	18,000.00	4,653.11	88.07	19,338.35
CONTRACTUAL SERVICES	200,404.00	9,491.48	69,359.63	107,058.00	23,986.13	88.03	67,663.75
CAPITAL OUTLAY	-	-	-	-	-	-	185,493.89
TOTAL UTILITY BILLING	496,293.00	37,401.26	194,063.30	125,058.00	177,171.67	64.30	357,433.21
METER TECHNICIAN							
PERSONNEL	403,108.00	28,448.77	116,409.88	-	286,697.69	28.88	107,900.00
MATERIALS & SUPPLIES	1,054,530.00	2,485.62	328,589.52	5,600.00	720,340.48	31.69	117,158.66
CONTRACTUAL SERVICES	23,725.00	1,268.35	21,161.06	1,219.52	1,344.67	94.33	11,926.83
TOTAL METER TECHNICIAN	1,481,363.00	32,202.74	466,160.46	6,819.52	1,008,382.84	31.93	236,985.49
WATER DISTRIBUTION							
PERSONNEL	326,191.00	28,418.49	133,260.92	-	192,930.10	40.85	180,980.06
MATERIALS & SUPPLIES	143,432.00	4,114.71	44,598.98	3,500.00	95,333.06	33.53	43,368.36
CONTRACTUAL SERVICES	1,884,189.00	135,232.13	763,298.16	799,947.11	320,943.85	82.97	754,980.23
CAPITAL OUTLAY	31,100.00	-	31,100.00	-	-	100.00	126,835.10
TOTAL WATER DISTRIBUTION	2,384,912.00	167,765.33	972,258.06	803,447.11	609,207.01	74.46	1,106,163.75

WASTEWATER COLLECTION							
PERSONNEL	254,594.00	14,033.10	71,783.26	-	182,810.64	28.20	102,081.72
MATERIALS & SUPPLIES	97,858.00	2,565.27	14,128.00	4,900.00	78,830.04	19.44	28,758.57
CONTRACTUAL SERVICES	1,998,005.00	63,466.17	289,314.65	1,066,345.55	642,344.62	67.85	388,949.28
CAPITAL OUTLAY	-	-	-	-	-	-	126,356.50
TOTAL WASTEWATER COLLECTION	2,350,457.00	80,064.54	375,225.91	1,071,245.55	903,985.30	61.54	646,146.07
SANITATION							
CONTRACTUAL SERVICES	827,500.00	133,467.48	386,623.55	117,230.00	323,646.45	60.89	313,727.89
TOTAL SANITATION	827,500.00	133,467.48	386,623.55	117,230.00	323,646.45	60.89	313,727.89
ENVIRONMENTAL							
PERSONNEL	151,461.00	21,528.16	72,963.92	-	78,497.01	48.17	-
MATERIALS & SUPPLIES	4,909.00	176.93	1,262.56	2,000.00	1,646.28	66.46	-
CONTRACTUAL SERVICES	59,275.00	1,536.13	44,063.19	298.66	14,913.60	74.84	-
TOTAL ENVIRONMENTAL	215,645.00	23,241.22	118,289.67	2,298.66	95,056.89	55.92	-
WATER & SEWER DEBT SVC							
CONTRACTUAL SERVICES	5,000.00	-	2,506.40	1,487.50	1,006.10	79.88	2,283.65
DEBT SERVICE	499,800.00	-	44,493.75	49,550.00	405,756.25	18.82	47,343.75
TOTAL WATER & SEWER DEBT SVC	504,800.00	-	47,000.15	51,037.50	406,762.35	19.42	49,627.40
NON-DEPARTMENTAL							
PERSONNEL	514,623.00	48,857.45	238,705.46	-	275,917.94	46.38	193,012.92
MATERIALS & SUPPLIES	149,422.00	9,801.82	72,554.94	16,890.00	59,977.00	59.86	37,558.83
CONTRACTUAL SERVICES	892,277.00	63,277.54	435,087.48	28,950.97	428,238.69	52.01	315,680.41
CAPITAL OUTLAY	339,512.00	-	66,151.65	10,000.00	263,360.37	22.43	58,011.86
TRANSFERS	6,787,912.00	241,801.26	6,787,912.26	-	-	100.00	217,042.00
TOTAL NON-DEPARTMENTAL	8,683,747.00	363,738.07	7,600,411.79	55,840.97	1,027,494.00	88.17	821,306.02
TOTAL EXPENDITURES	16,944,717.00	837,880.64	10,160,032.89	2,232,977.31	4,551,706.51	73.14	3,531,389.83
REVENUE OVER/(UNDER) EXPENDITURES	(7,331,682.00)	(89,207.55)	(5,611,690.37)	(2,232,929.31)	512,937.77	107.00	1,135,780.57
					FUND BALANCE AVAILABLE:		10,925,118.82

07 -SPLASH DAYZ							
FINANCIAL SUMMARY					% OF YEAR COMPLETED : 50.00		
	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	1,998.20	21,508.78	-	542,491.22	3.81	11,851.61
WATER PARK RENTALS	41,000.00	-	-	-	41,000.00	-	-
CONVENTION CENTER	23,500.00	-	12,100.00	-	11,399.96	51.49	5,500.00
CONCESSIONS	118,500.00	-	230.00	-	118,270.00	0.19	200.00
OTHER REVENUE	14,250.00	68.25	688.00	-	13,562.00	4.83	319.00
OTHER REVENUE	-	279.02	755.11	31.00	(786.11)	-	202.03
TRANSFERS	782,061.00	55,755.21	304,066.27	-	477,994.73	38.88	200,000.00
TOTAL REVENUES	1,543,311.00	58,100.68	339,348.16	31.00	1,203,931.80	21.99	218,072.64
EXPENDITURE SUMMARY							
SPLASH DAYZ							
PERSONNEL	115,738.00	15,154.09	46,174.77	-	69,563.25	39.90	41,238.21
MATERIALS & SUPPLIES	10,125.00	2,640.23	4,218.48	120.00	5,786.52	42.85	1,559.66
CONTRACTUAL SERVICES	279,213.00	3,827.80	79,044.37	125,799.40	74,369.38	73.36	57,935.78
TOTAL SPLASH DAYZ	405,076.00	21,622.12	129,437.62	125,919.40	149,719.15	63.04	100,733.65
CONVENTION CENTER							
PERSONNEL	33,285.00	3,858.19	19,347.93	-	13,936.70	58.13	32,232.55
MATERIALS & SUPPLIES	24,200.00	866.37	2,022.07	-	22,177.93	8.36	924.30
CONTRACTUAL SERVICES	62,896.00	2,804.31	18,922.63	68,250.00	(24,276.67)	138.60	13,650.22
TOTAL CONVENTION CENTER	120,381.00	7,528.87	40,292.63	68,250.00	11,837.96	90.17	46,807.07
FACILITY SERVICES							
PERSONNEL	132,926.00	10,560.21	47,685.12	-	85,240.88	35.87	31,319.00
MATERIALS & SUPPLIES	153,739.00	1,857.55	15,164.25	46,500.00	92,074.99	40.11	5,819.94
CONTRACTUAL SERVICES	317,320.00	19,620.05	236,289.13	39,170.45	41,860.46	86.81	46,575.86
CAPITAL OUTLAY	6,300.00	-	-	5,544.00	756.00	88.00	-
TOTAL FACILITY SERVICES	610,285.00	32,037.81	299,138.50	91,214.45	219,932.33	63.96	83,714.80

FOOD & BEVERAGE							
PERSONNEL	44,915.00	461.44	1,431.64	-	43,483.67	3.19	1,044.50
MATERIALS & SUPPLIES	47,200.00	-	325.18	-	46,874.82	0.69	1,751.53
TOTAL FOOD & BEVERAGE	92,115.00	461.44	1,756.82	-	90,358.49	1.91	2,796.03
LIFEGUARDS							
PERSONNEL	224,570.00	670.98	3,392.93	-	221,177.18	1.51	3,777.65
MATERIALS & SUPPLIES	-	-	3.44	-	(3.44)	-	-
CONTRACTUAL SERVICES	4,150.00	-	-	-	4,150.00	-	2,880.00
TOTAL LIFEGUARDS	228,720.00	670.98	3,396.37	-	225,323.74	1.48	6,657.65
FRONT GATE							
PERSONNEL	53,610.00	448.49	533.76	-	53,075.77	1.00	156.62
MATERIALS & SUPPLIES	9,400.00	-	-	-	9,400.00	-	-
CONTRACTUAL SERVICES	1,500.00	-	-	-	1,500.00	-	-
TOTAL FRONT GATE	64,510.00	448.49	533.76	-	63,975.77	0.83	156.62
CASH CONTROL							
PERSONNEL	16,564.00	533.54	559.21	-	16,004.64	3.38	105.79
MATERIALS & SUPPLIES	500.00	-	-	-	500.00	-	-
TOTAL CASH CONTROL	17,064.00	533.54	559.21	-	16,504.64	3.28	105.79
EMT							
MATERIALS & SUPPLIES	5,160.00	-	79.94	-	5,080.06	1.55	290.11
TOTAL EMT	5,160.00	-	79.94	-	5,080.06	1.55	290.11
TOTAL EXPENDITURES	1,543,311.00	63,303.25	475,194.85	285,383.85	782,732.14	49.28	241,261.72
REVENUE OVER/(UNDER) EXPENDITURES	-	(5,202.57)	(135,846.69)	(285,352.85)	421,199.66	(9,616.67)	(23,189.08)
					FUND BALANCE AVAILABLE:		(188,765.67)

08 -CRIME DIST SPECIAL REV FINANCIAL SUMMARY					% OF YEAR COMPLETED : 50.00		
	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	106,362.35	476,491.50	-	598,508.46	44.32	366,366.39
INTEREST INCOME	3,500.00	273.94	1,591.35	-	1,908.57	45.47	3,604.92
OTHER REVENUE	57,000.00	-	375.00	-	56,625.00	0.66	159,520.45
TOTAL REVENUES	1,135,500.00	106,636.29	478,457.85	-	657,042.03	42.14	529,491.76
EXPENDITURE SUMMARY							
CRIME DISTRICT							
MATERIALS & SUPPLIES	52,820.00	1,771.20	19,955.44	1,740.38	31,124.31	41.07	9,857.90
CONTRACTUAL SERVICES	547,032.00	33,237.84	306,084.73	576.00	240,371.28	56.06	266,956.18
TRANSFERS	751,275.00	62,606.21	375,637.26	-	375,637.38	50.00	382,685.52
TOTAL CRIME DISTRICT	1,351,127.00	97,615.25	701,677.43	2,316.38	647,132.97	52.10	659,499.60
TOTAL EXPENDITURES	1,351,127.00	97,615.25	701,677.43	2,316.38	647,132.97	52.10	659,499.60
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	9,021.04	(223,219.58)	(2,316.38)	9,909.06	104.60	(130,007.84)
					FUND BALANCE AVAILABLE:		888,340.35

08 -CRIME DIST SPECIAL REV							
					% OF YEAR COMPLETED	: 50.00	
	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	106,362.35	476,491.50	-	598,508.46	44.32	366,366.39
TOTAL SALES AND USE TAXES	1,075,000.00	106,362.35	476,491.50	-	598,508.46	44.32	366,366.39
INTEREST INCOME							
400-60-601 INTEREST INCOME	3,500.00	273.94	1,591.35	-	1,908.57	45.47	3,604.92
TOTAL INTEREST INCOME	3,500.00	273.94	1,591.35	-	1,908.57	45.47	3,604.92
OTHER REVENUE							
400-70-701 MISCELLANEOUS REVENUE	-	-	375.00	-	(375.00)	-	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	-	375.00	-	56,625.00	0.66	159,520.45
TOTAL REVENUE	1,135,500.00	106,636.29	478,457.85	-	657,042.03	42.14	529,491.76
	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	1,771.20	2,690.20	1,740.38	419.42	91.35	-
551-10-113 UNIFORMS	34,170.00	-	16,664.27	-	17,505.86	48.77	2,496.65
551-10-118 TOOLS & EQUIPMENT < 5,000	12,885.00	-	600.97	-	12,284.03	4.66	7,361.25
TOTAL MATERIALS & SUPPLIES	52,820.00	1,771.20	19,955.44	1,740.38	31,124.31	41.07	9,857.90

CONTRACTUAL SERVICES							
551-20-214 OTHER PROFESSIONAL SERVICES	51,690.00	1,354.00	16,923.00	-	34,767.00	32.74	19,090.70
551-20-219 CELL PHONES/AIR CARDS	5,931.00	-	2,737.24	-	3,194.01	46.15	3,059.71
551-20-221 ANNUAL COMPUTER MAINTENANCE	49,045.00	-	42,544.00	-	6,501.00	86.74	42,395.00
551-20-222 ENTERPRISE VEHICLE MAINTENANC	1,152.00	99.00	594.00	576.00	(18.00)	101.56	654.00
551-20-223 VEHICLE MAINTENANCE/REPAIRS	53,250.00	2,546.56	41,666.55	-	11,583.45	78.25	12,650.90
551-20-224 EQUIPMENT MAINTENANCE/REPAIRS	56,746.00	6,370.99	41,148.25	-	15,597.75	72.51	40,114.57
551-20-228 INSURANCE	140.00	-	-	-	140.00	-	-
551-20-233 TRAVEL & TRAINING	23,820.00	408.00	7,205.36	-	16,614.64	30.25	10,857.83
551-20-242 CONTRIBUTE TO OTHER AGENCIES	9,600.00	-	6,400.00	-	3,200.00	66.67	9,600.00
551-20-245 ADMIN COST TO GENERAL FUND	53,750.00	5,318.11	36,481.09	-	17,268.95	67.87	27,820.89
551-20-246 PAYMENT PLAN - TASERS	9,504.00	9,504.00	9,504.00	-	-	100.00	-
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	-	1,025.27	-	3,019.73	25.35	52.16
551-20-254 ENTERPRISE LEASE	174,326.00	7,637.18	45,823.08	-	128,502.64	26.29	45,730.44
TOTAL CONTRACTUAL SERVICES	547,032.00	33,237.84	306,084.73	576.00	240,371.28	56.06	266,956.18
TRANSFERS							
551-70-701 TRANSFER TO GENERAL FUND	751,275.00	62,606.21	375,637.26	-	375,637.38	50.00	382,685.52
TOTAL TRANSFERS	751,275.00	62,606.21	375,637.26	-	375,637.38	50.00	382,685.52
TOTAL CRIME DISTRICT	1,351,127.00	97,615.25	701,677.43	2,316.38	647,132.97	52.10	659,499.60
TOTAL EXPENDITURES	1,351,127.00	97,615.25	701,677.43	2,316.38	647,132.97	52.10	659,499.60
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	9,021.04	(223,219.58)	(2,316.38)	9,909.06	104.60	(130,007.84)

23 -STORM WATER UTILITY FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED : 50.00		
	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	49,549.88	272,857.55	-	305,242.45	47.20	271,055.73
INTEREST INCOME	10,800.00	709.32	4,328.01	-	6,471.99	40.07	14,120.80
OTHER REVENUE	-	-	-	-	-	-	17,396.92
TOTAL REVENUES	588,900.00	50,259.20	277,185.56	-	311,714.44	47.07	302,573.45
EXPENDITURE SUMMARY							
STORM WATER UTILITY							
PERSONNEL	294,919.00	32,514.20	144,947.03	-	149,972.35	49.15	114,967.74
MATERIALS & SUPPLIES	32,805.00	1,226.48	7,043.80	5,740.00	20,021.20	38.97	3,486.49
CONTRACTUAL SERVICES	155,587.00	22,335.33	89,457.36	85,385.60	(19,255.69)	112.38	62,262.08
CAPITAL OUTLAY	328,431.00	-	886.00	339,102.00	(11,557.00)	103.52	41,735.00
TRANSFERS	113,782.00	9,481.84	56,891.04	-	56,891.04	50.00	42,899.02
TOTAL STORM WATER UTILITY	925,525.00	65,557.85	299,225.23	430,227.60	196,071.90	78.82	265,350.33
TOTAL EXPENDITURES	925,525.00	65,557.85	299,225.23	430,227.60	196,071.90	78.82	265,350.33
REVENUE OVER/(UNDER) EXPENDITURES	(336,625.00)	(15,298.65)	(22,039.67)	(430,227.60)	115,642.54	134.35	37,223.12
					FUND BALANCE AVAILABLE:		2,187,327.83



To: City Council
From: Robert Nunley
Planning & Development
Date: May 3, 2022

On October 4, 2021, the City Council heard and approved a request for the same item. The requestor, Jiminez Custom Homes, was unable to complete installation within the allotted timeframe, therefore a new application is required.

A second, required, application for a Community Facilities Agreement (CFA) for property commonly known as 1200 Lake View Ridge, has been received. The requestor aims to provide sewer for the property. Elevation restraints prevent the use of the closest main.

Staff recommends approval.



COMMUNITY FACILITIES APPLICATION

City of White Settlement • Planning and Development
214 Meadow Park Drive White Settlement, TX 76108
817-246-4971 ext. 227 permits@wstx.us

DEVELOPER INFORMATION:

Developer: Jimenez Custom Homes
Developer's officer / agent: Chris Burdick
Address: 2001 E Division St #115 Arlington Texas 76011
Business Phone: 817-975-1806 Other Phone 817-682-6138 email: chris@jimenezcustomhomes.com

PROJECT INFORMATION:

Project Name: _____ Project Manager (if different from Developer): _____
Project address or location: 1200 Lake View Ridge, White Settlement, Texas 76018
Legal Description: Lot 16 Block H Meadow Park Addition
Description of improvements to be made: Sewer Extention

PROJECT EXHIBITS:

Include the following exhibits with application. Application, exhibits and any other supporting documents may be submitted electronically via email to permits@wstx.us.

- ☒ Three (3) sets of plans and specifications prepared by registered and licensed civil engineer
- ☒ Three (3) copies of each contract entered into by developer for installation of facilities
- ☒ Vicinity Map

The following plans have been reviewed by a registered and licensed engineer employed by applicant:

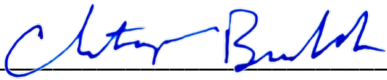
Utilities	☒ yes ☐ no	If no, explain _____
Storm drainage	☒ yes ☐ no	If no, explain _____
Street Improvement	☒ yes ☐ no	If no, explain _____

COST ESTIMATES:

Water facilities	\$ <u>0.0</u>
Sanitary sewage	\$ <u>15,577.00</u>
Storm drainage	\$ <u>7,207.00</u>
Street Improvement	\$ <u>0.0</u>

Summary of applicable fees:

Type	Estimated Construction Cost	Inspection Fee %
1. Water	\$ <u>0.0</u>	\$ _____
2. Sewer	\$ <u>15,577.00</u>	\$ <u>623.08</u>
3. Storm Drain	\$ <u>7,207.00</u>	\$ <u>288.28</u>
4. Streets	\$ <u>0.0</u>	\$ _____

Signature:  Date: 2-16-2022 Updated 3-22-2022
Printed Name: Christopher Burdick Title: Preproduction Manager

City Use Only: Received on _____ Reviewed & Filed by _____

COMMUNITY FACILITIES AGREEMENT

Agreement No. _____

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, Jimenez Custom Homes of Tarrant County, Texas, hereinafter called "Developer", desires to make certain improvements to property legally described as 1200 Lakeview Ridge / Lot 16 H Meadow Park Addition City of White Settlement, Tarrant County, Texas, for Sewer Line Extension; and

WHEREAS, the said "Developer" has requested the City of White Settlement, a Municipal Corporation of Tarrant County, Texas, hereinafter called "City", to do certain work in connection with said improvements;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, Jimenez Custom Homes, LLC, and the City of White Settlement, acting herein by and through its duly authorized City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows, to-wit:

General Requirements of the Developer:

- a. To utilize specifications and standards for construction of utilities as set forth in the current standard specifications for public works construction of the City of White Settlement and/or as prescribed by the City's Engineer.
- b. To employ an engineer who is registered and licensed to perform Civil Engineering in the State of Texas to develop plans for all utilities and other improvements covered by the Community Facilities Agreement.
- c. To employ a construction contractor who is licensed and bonded to do work in public streets and is approved by the City Engineer.
- d. To provide three (3) sets of engineering plans for the utilities and other improvements to be installed for review and approval by the City Engineer.
- e. To provide, at the time of execution of this agreement, three (3) copies of each contract entered into by the developer for the installation of public works facilities as noted in this agreement.
- f. To require the contractor to furnish to the developer Performance and Payment Bonds in the name of the developer for one hundred percent (100%) of the contract price of the facilities. Copies of said bonds to be furnished to the City Engineer before work is commenced.
- g. To maintain the original facilities installed by the developer for a period of two (2) years from the date of final acceptance of the CFA by the City Council.
- h. To require the contractor to furnish to the City, prior to making the final payment, a Maintenance Bond in the amount of not less than one hundred percent (100 %) of the final contract price, for a period of two (2) years from the date of final acceptance of the project by the City Council.

- i. To delay construction of any building until water, sewer, storm drainage, and street construction have been completed and accepted by the City Council.
- j. To give twenty-four (24) hour notice to the City Engineer and Building Official of intent to commence construction of the facility so that inspection personnel will be available; and to require the contractor to allow the construction to be subject to inspection at any and all times by City inspection personnel, and not to install any facility unless an authorized City Inspector is present and gives consent to proceed; and to make such laboratory tests of materials being used as may be required by the City by an approved laboratory at the developer's expense.
- k. To complete the facilities covered by this agreement within ninety (90) calendar days after having been instructed to do so in writing by the City Engineer. It being understood that the developer will initiate all construction to conform with his own schedule, except, for those improvements which the City Engineer deems necessary for the proper and orderly development of the area. In the event, a developer fails to carry out such instructions within the ninety (90) day period, the developer gives the City the right to award a contract, if elected by the City, for the construction of facilities in question, and agrees to pay to the City, prior to the award of the contract, the amount of the best bid as determined by the City.
- l. The Developer agrees that the life of this contract shall be six months (6) or as otherwise agreed in writing. It is understood that any obligation on the part of the City to make any refunds hereunder shall cease upon the expiration of five (5) years from the date of execution of this contract. No refunds due the developer on any facility constructed under this agreement shall be made until all provisions of the agreement are fulfilled.
- m. The Developer agrees that this contract, any part hereof, or any interest herein shall not be assigned by developer without written consent of the City Manager.
- n. The Developer agrees to relinquish all title and ownership of the facilities covered in this agreement once those improvements are accepted by the City Council.
- o. The Developer covenants and agrees to and by these presents does hereby fully indemnify and hold harmless the City, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for, or on account of any injuries or damages sustained by any person or to any property, resulting from the construction, performance or to be performed by said developer, its contractors, agents or employees or in consequences of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said developer, its contractors, subcontractors, agents, or employees.

Water and/or Sanitary Sewage Facilities:

- a. The Developer agrees to have installed all water and sewer facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "A".
- b. The Developer agrees that the cost of the water facilities to serve the development herein concerned is estimated to be \$ _____ 0 _____.
- c. The Developer agrees that the cost of the sanitary sewage facilities to serve the development herein concerned is estimated to be \$ _____ 15,577.00 _____.

Storm Drainage:

- a. The Developer agrees to have installed all storm drainage facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "B".
- b. The Developer agrees that the cost of storm drainage facilities to serve the development herein concerned is estimated to be \$ 7,207.00.

Street Improvements:

- a. The Developer agrees to have installed all street facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "C".
- b. The Developer agrees that the cost of the streets to serve the development herein concerned is estimated to be \$ 0.

Fees :

- a. The Developer agrees to the following fees:

Type:	Estimated Construction Cost:	Inspection Fee:
Water	\$ <u>0</u>	\$ <u> </u>
Sewer	\$ <u>15,577.00</u>	\$ <u>623.08</u>
Storm Drain	\$ <u>7,207.00</u>	\$ <u>288.28</u>
Streets	\$ <u>0</u>	\$ <u> </u>
Total Fees due:	\$ <u>911.36</u>	

This instrument was presented to and approved by the City Council of the City of White Settlement, Texas, at an open meeting held in accordance with the Open Meetings Act on the 3rd day of May, 2022.

IN TESTIMONY WHEREOF the City of White Settlement has caused this instrument to be executed in triplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said developer has executed this instrument in triplicate, this the ____ day of _____, 20____.

For the Developer:

By: _____

Name: _____

Title: _____

For the City:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

Jimenez Custom Homes, LLC

2001 E. Division St., Suite 115
Arlington, TX 76011
817-400-4015

Scope Of Work

Project Name

1200 Lakeview Ridge Sewer Extension
Revised 3-7-2022

Owner Information

Jimenez Custom Homes, LLC
2001 E. Division St., Suite 115
Arlington, TX 76011
817-400-4015
JimenezCustomHomes@yahoo.com

Project Location

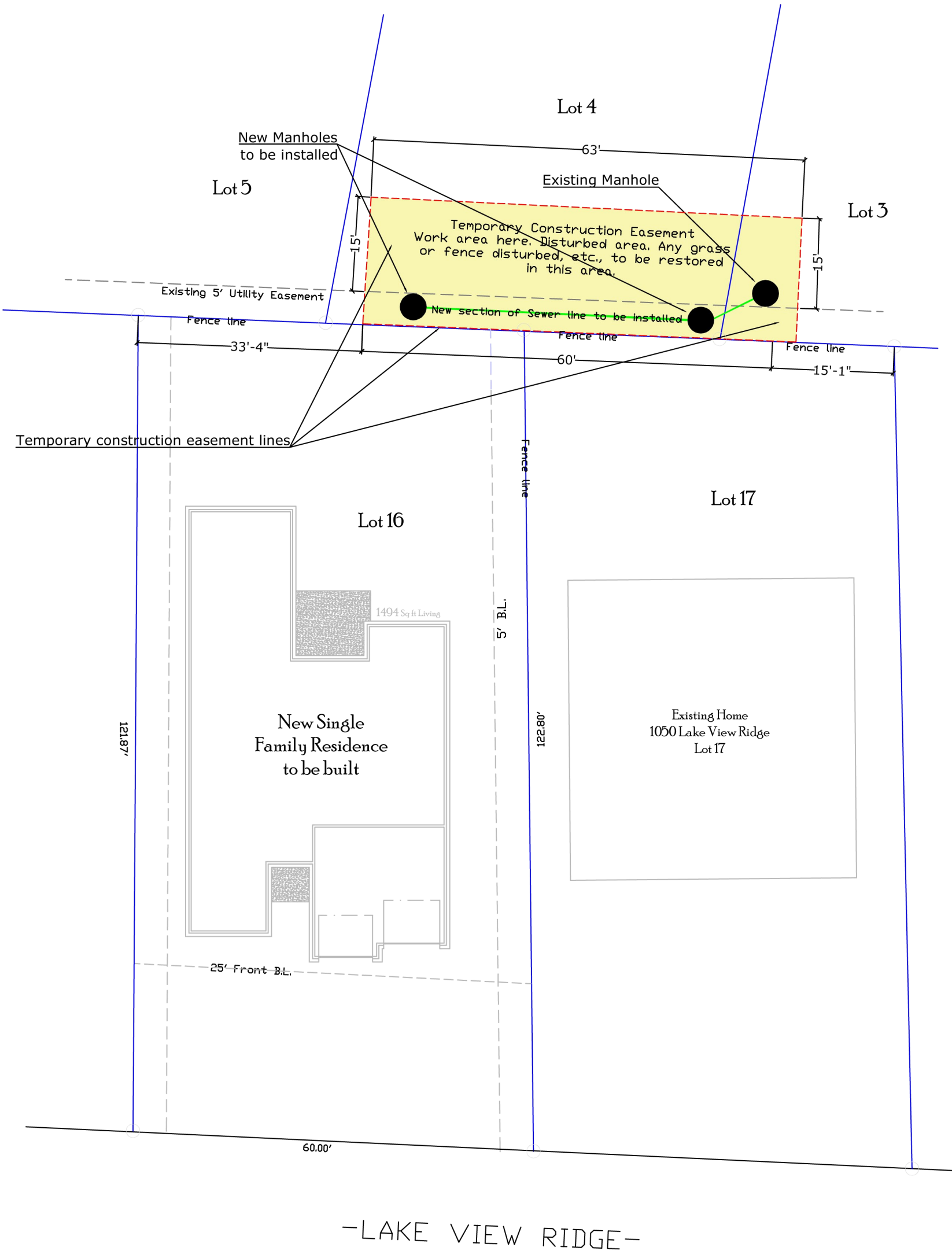
1200 Lakeview Ridge
White Settlement, TX 76108

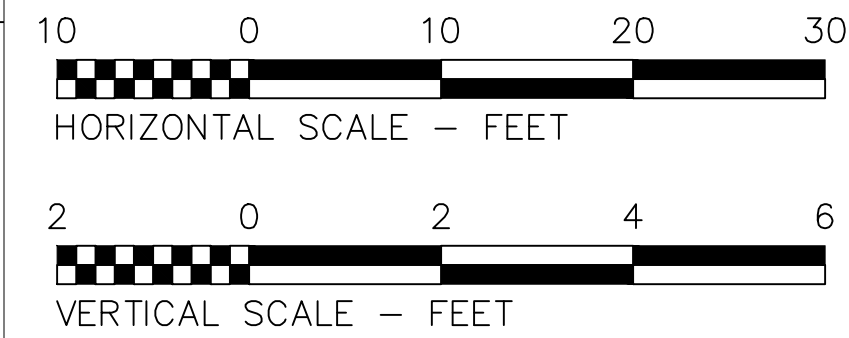
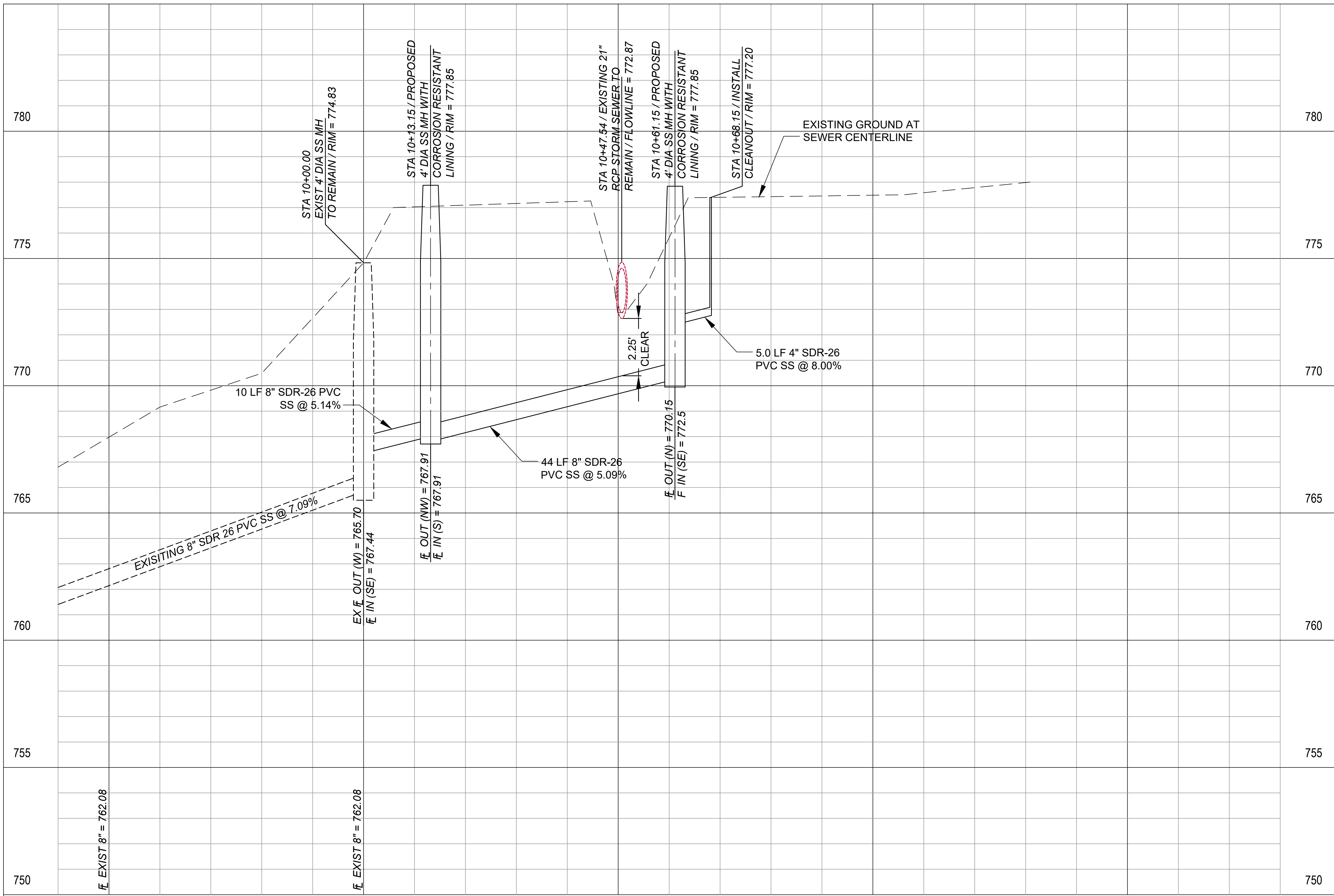
Item #	Description	Qty	Unit price	Total price
Sewer				
IHSEM	Install Hydraulic Slide in Existing Manhole	1	\$210.00	\$210.00
NM-2	Install Two New Manholes	2	\$5,300.00	\$10,600.00
PVC4	Install 8" PVC to all Three (3) Manholes	50	\$12.00	\$600.00
COMH	Install Cleanout on the second installed Manhole	1	\$210.00	\$210.00
TR	Tree Removal approximately Three (3)	3	\$500.00	\$1,500.00
SODT	Install 182 SY of Block Sod and Topsoil	182	\$13.50	\$2,457.00
			Subtotal	\$15,577.00
Storm Water				
RRSWOF	Remove and Reset Storm Water outfall	1	\$5,500.00	\$5,500.00
WF	Remove and Replace 70 Liner Feet of Wire Fence	70	\$17.50	\$1,225.00
SRR	Install Crushed Stone Riprap over woven Separation Fabric within Drainage Easement	1	\$250.00	\$250.00
MMECB	Install Maccaferri Macmat Erosion Control Blanket (or Equivalent) in area dimensioned beyond rock riprap.	1	\$232.00	\$232.00
			Subtotal	\$7,207.00

\$22,784.00

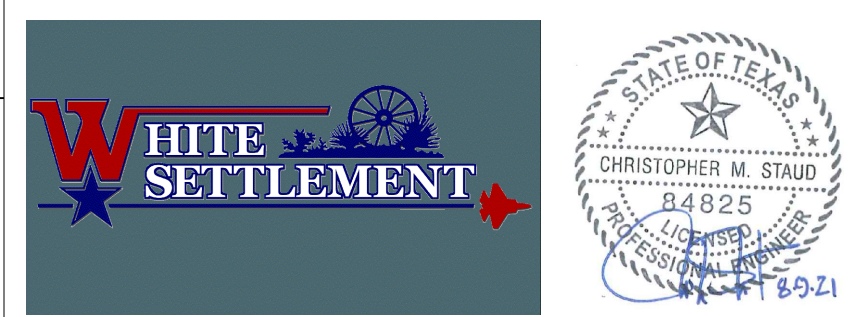
Temporary Construction Easement

Concerning:
1200 Lake View Ridge, Lot 16 Block H
and adjacent properties:
Easement to affect Lots 3 & 4, Block H
Meadow Park Addition, Tarrant County

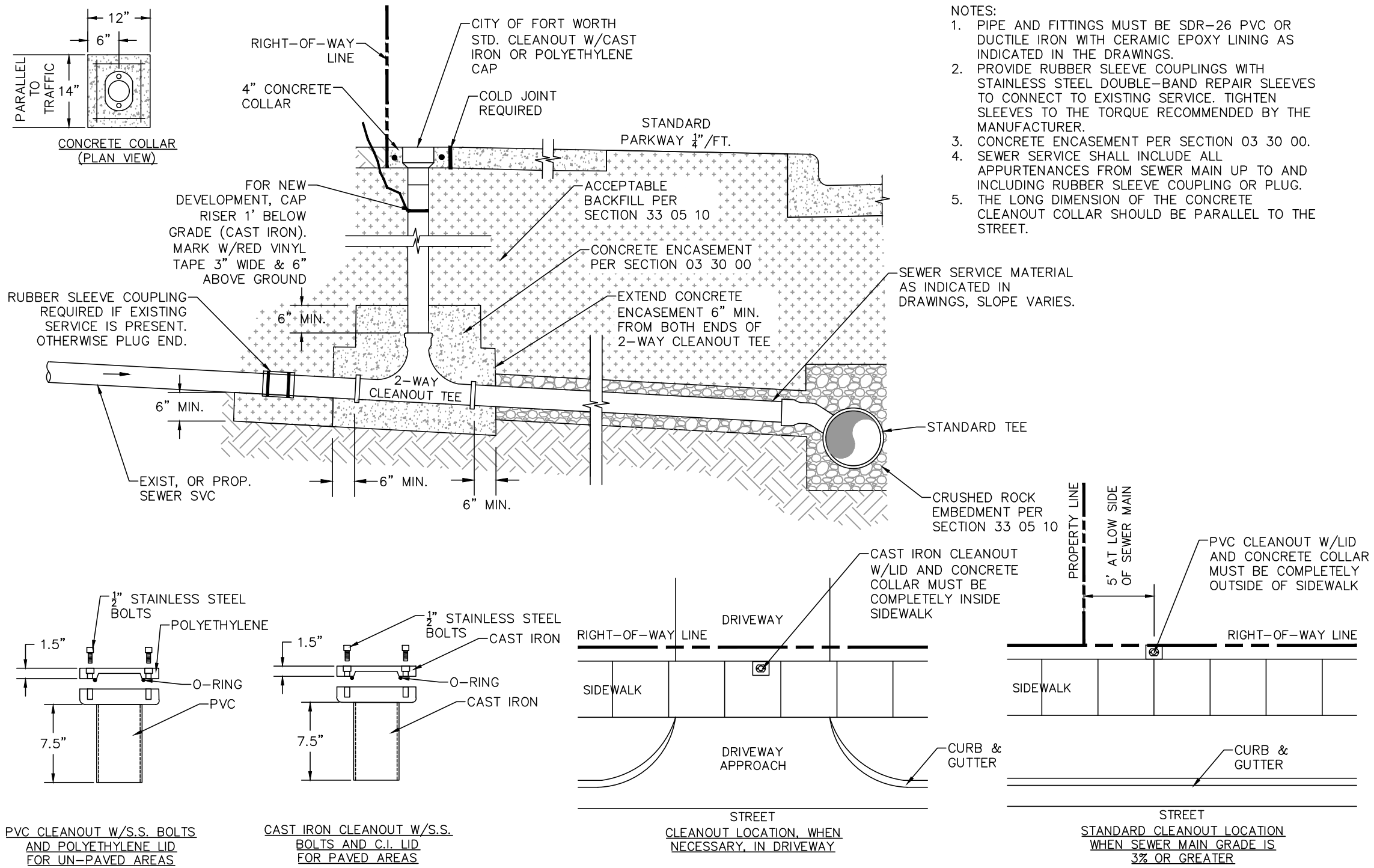




- NOTES:
1. WARNING TO CONTRACTOR - CALL 811 (TEXAS 811) OR OTHER UTILITY LOCATION SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. ENGINEER OF RECORD (EOR) IS NOT RESPONSIBLE FOR KNOWLEDGE OF EXISTING UTILITIES OR DEPICTION OF LOCATIONS ON DRAWINGS.
 2. SANITARY SEWER IMPROVEMENTS IN ACCORDANCE WITH CITY OF FORT WORTH STANDARD SPECIFICATIONS AND DRAWINGS.
 3. HORIZONTAL CONTROL IS TEXAS STATE PLANE NORTH AMERICAN DATUM 83, NORTH TEXAS ZONE 4202, US SURVEY FEET AND SURFACE COORDINATES.
 4. VERTICAL CONTROL, TOPOGRAPHY AND BOUNDARY SURVEY PROVIDED BY REALSEARCH OF TEXAS.
 5. SHOULD THIS PLAN BE MODIFIED THE EOR IS TO BE NOTIFIED IMMEDIATELY.



SANITARY SEWER IMPROVEMENTS - ELEVATION	
1200 LAKE VIEW RIDGE, WHITE SETTLEMENT, TX	
CHRISTOPHER M. STAUD, P.E. - FIRM 16605 3557 SUFFOLK DRIVE, FORT WORTH, TX 76109 817-807-5034 - CSTAUD@OUTLOOK.COM	
CMS PROJECT NO.:	21027
REVISION	SHEET
06/02/21 - INITIAL SUBMITTAL 06/28/21 - REVISED SUBMITTAL 08/09/21 - REVISED SUBMITTAL	2

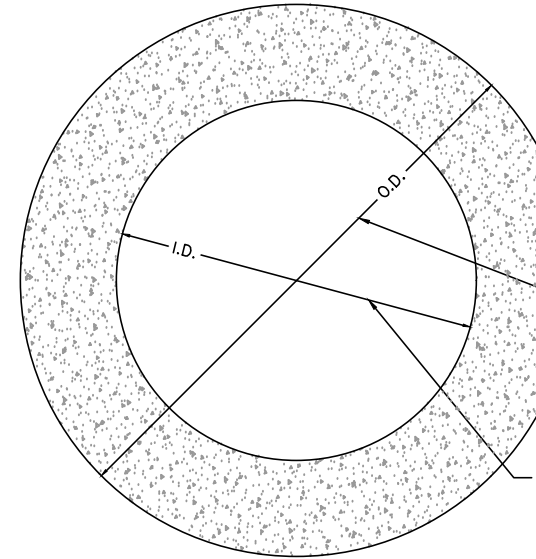


CITY OF FORT WORTH, TEXAS
SANITARY SEWER SERVICE

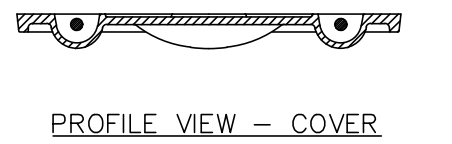
REVISED: 02-08-2021
33 31 50-D214



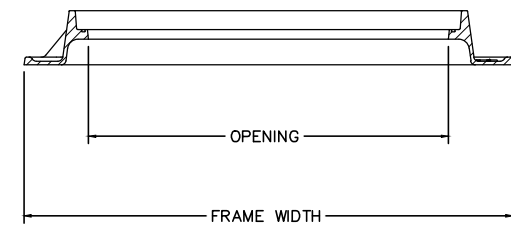
PLAN VIEW - FRAME AND COVER



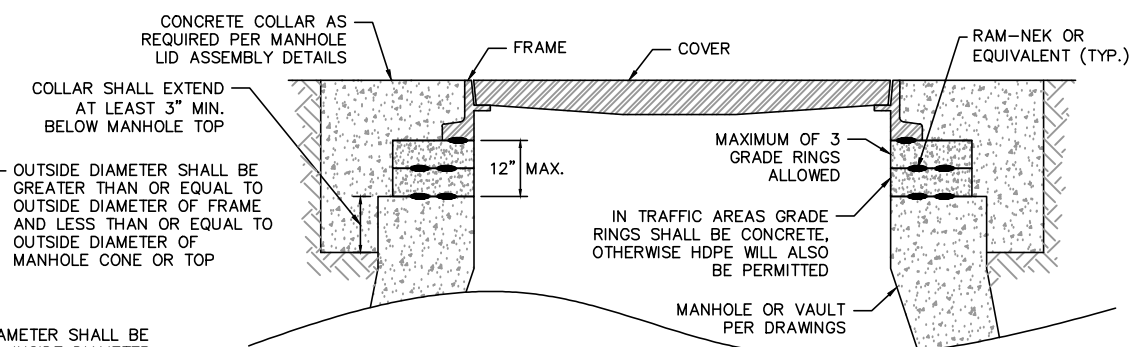
PLAN VIEW - GRADE RINGS



PROFILE VIEW - COVER



PROFILE VIEW - FRAME

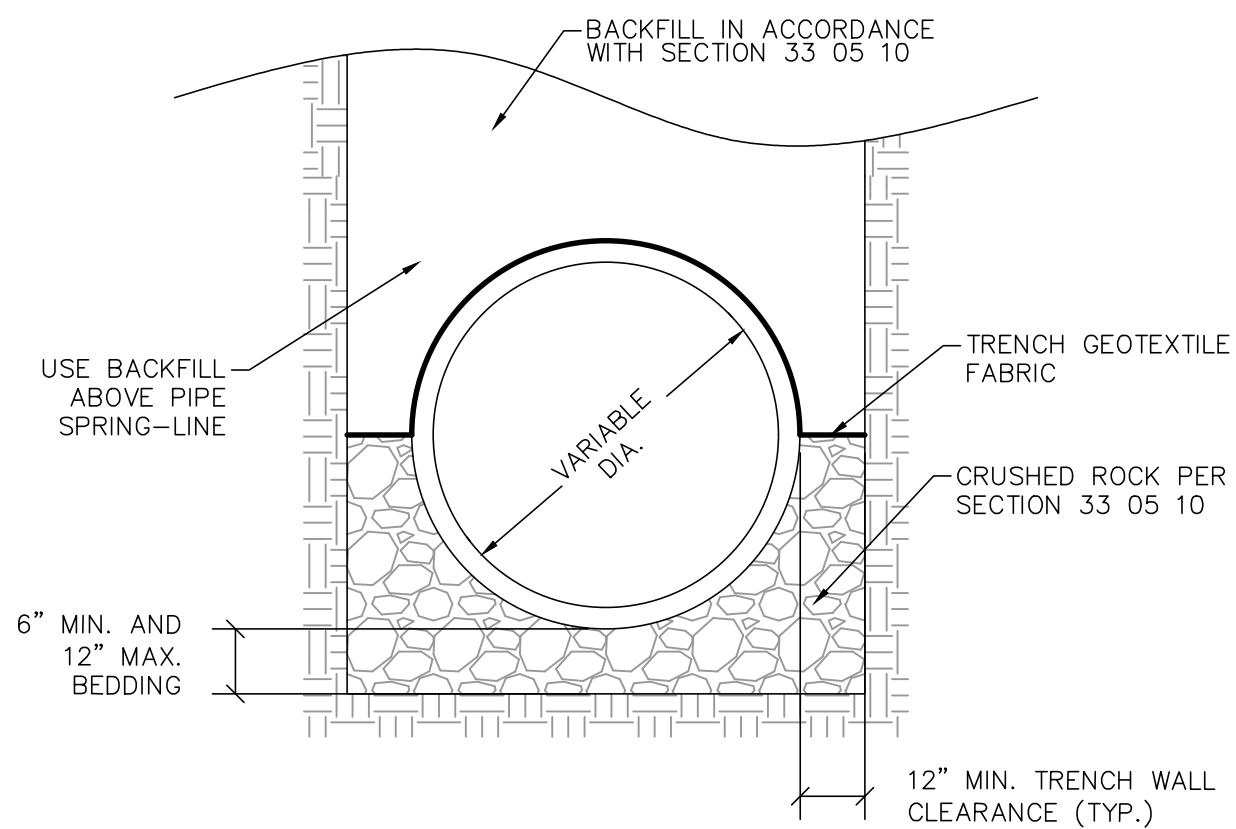


- NOTES:
1. PROVIDE STANDARD FRAME AND COVER WHERE NOT OTHERWISE INDICATED IN THE DRAWINGS OR ON THE DETAILS.
 2. LIDS SHALL BE INTEGRALLY MARKED WITH "WATER", "SANITARY SEWER", OR "STORM DRAIN" AS DESIGNATED ALONG WITH FORT WORTH LOGO PER SECTION 33 05 13.
 3. FOR WATER AND SANITARY SEWER, ALL TYPES OF FRAMES SHALL ALLOW MINIMUM 30-INCH OPENING, UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS.
 4. FOR STORM DRAIN, ALL TYPES OF FRAMES SHALL ALLOW MINIMUM 24-INCH OPENING PER SECTION 33 05 13, UNLESS OTHERWISE SPECIFIED IN THE DRAWINGS.



CITY OF FORT WORTH, TEXAS
MANHOLE FRAME, COVER AND GRADE RINGS

REVISED: 10-16-2012
33 05 19-D009



CITY OF FORT WORTH, TEXAS
EMBEDMENT FOR RCP STORM SEWER ALL SIZES

REVISED 04-30-2021
33 05 10-D402



SANITARY SEWER IMPROVEMENTS - PLAN

1200 LAKE VIEW RIDGE, WHITE SETTLEMENT, TX

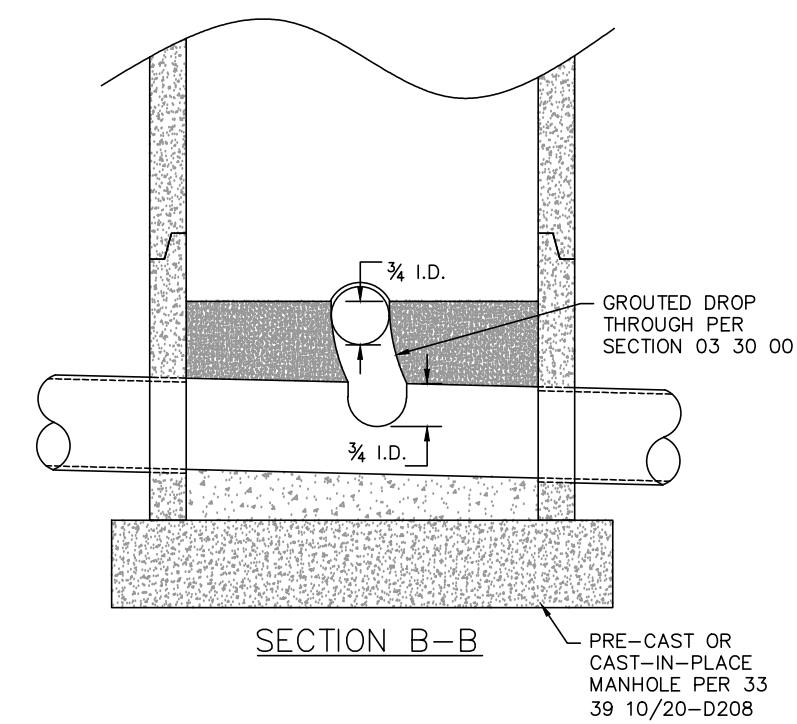
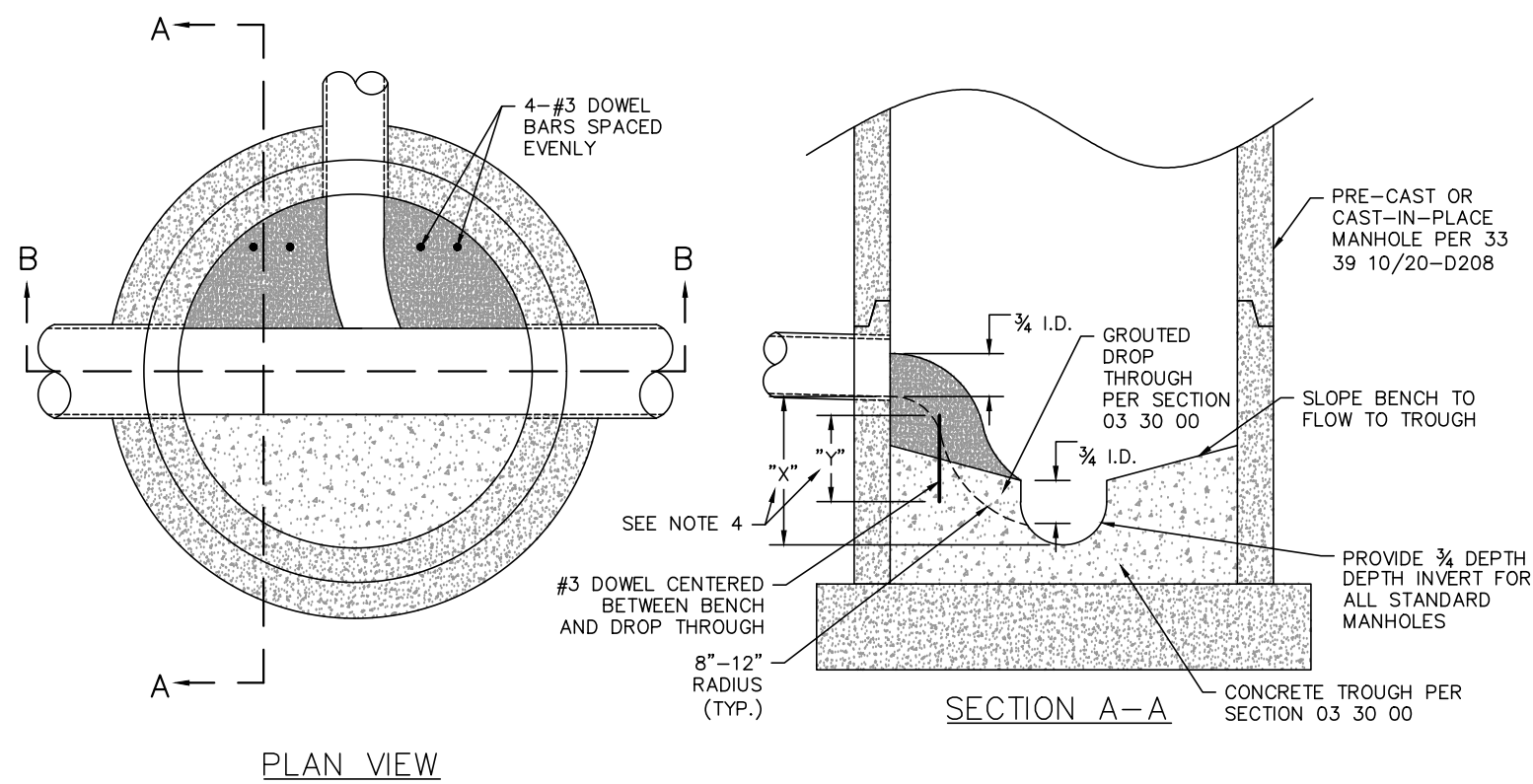
CHRISTOPHER M. STAUD, P.E. - FIRM 16605
3557 SUFFOLK DRIVE, FORT WORTH, TX 76109
817-807-5034 - CSTAUD@OUTLOOK.COM

CMS PROJECT NO.: 21027

REVISION SHEET

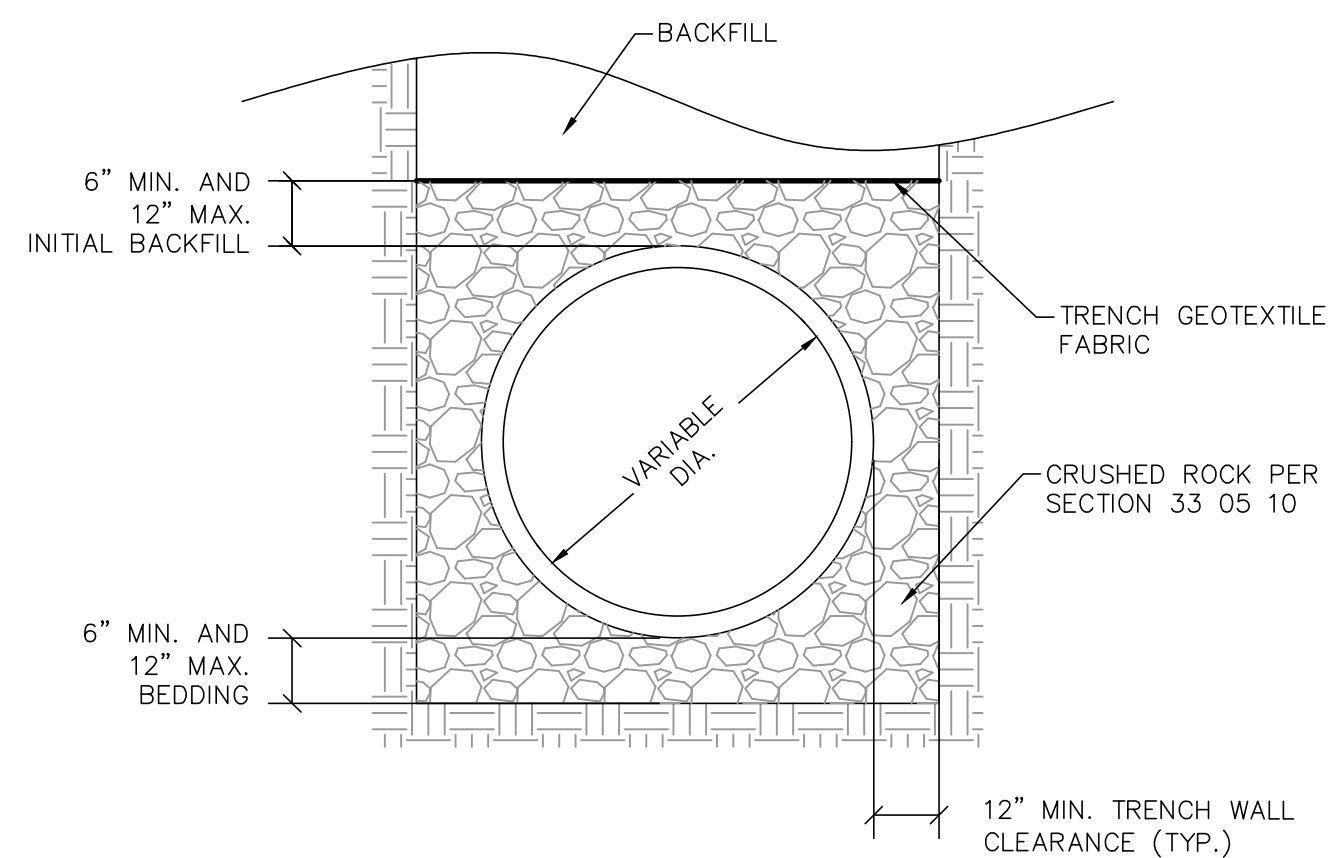
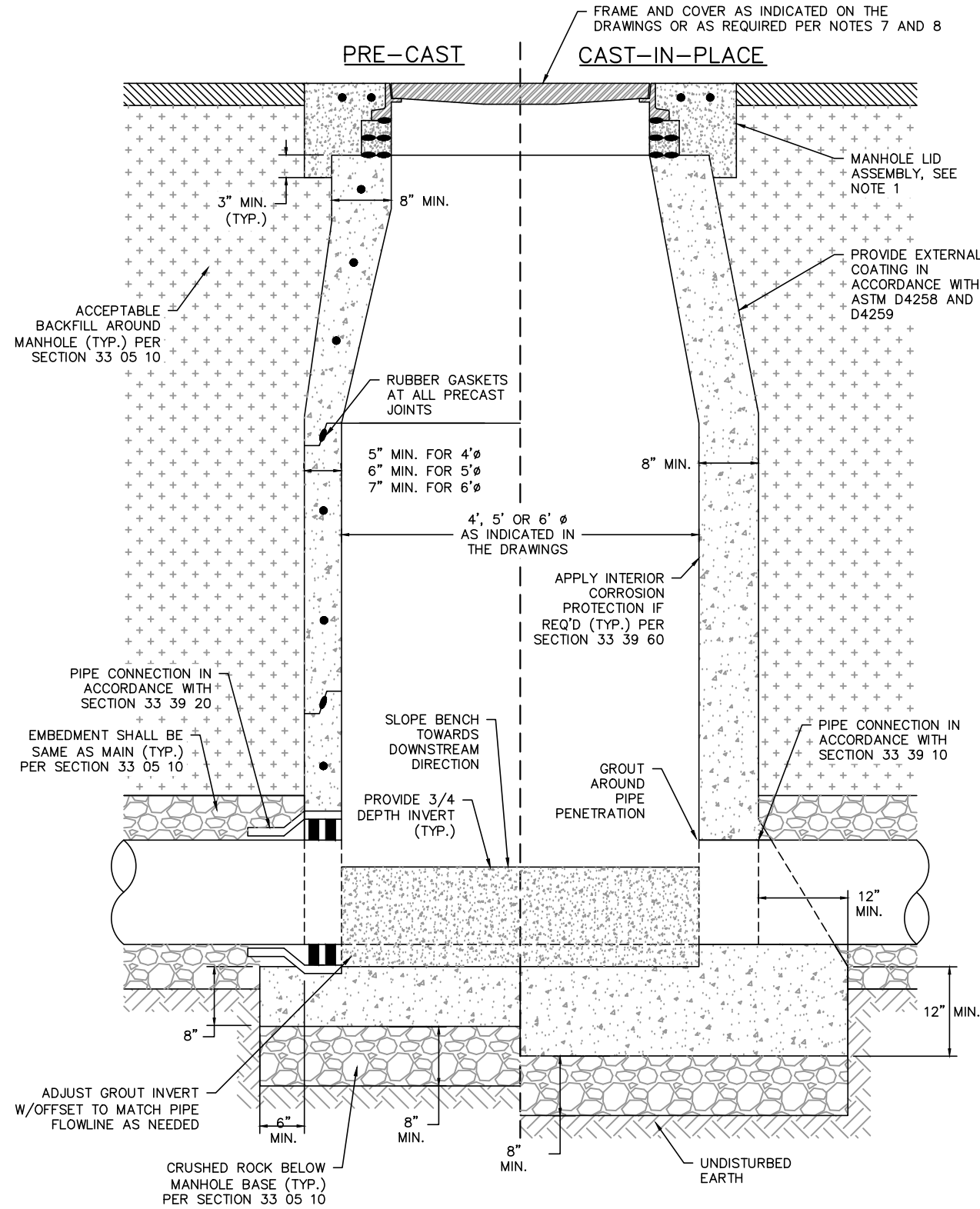
06/02/21 - INITIAL SUBMITTAL
06/28/21 - REVISED SUBMITTAL
08/09/21 - REVISED SUBMITTAL

3



- NOTES:
1. DROP THROUGH SHALL BE POURED MONOLITHICALLY WITH CAST-IN-PLACE BENCH, OR DOWELED AND GROUDED TO PRE-CAST BENCH.
 2. DROP THROUGH SHALL EXTEND INTO MAIN-LINE TROUGH 1/2 THE INNER DIAMETER OF LATERAL.
 3. WHERE LATERAL FLOW-LINE TO MAIN FLOW-LINE IS GREATER THAN 24" AN EXTERNAL DROP SHALL BE REQUIRED PER 33 39 10/20-D209.
 4. "X" SHALL BE NO MORE THAN 24" FROM FLOW-LINE TO FLOW-LINE. "Y" SHALL BE THE GREATER OF HALF OF "X" OR 6".

- NOTES:
1. MANHOLE TOP SHALL BE PER MANHOLE LID ASSEMBLY DETAILS AS INDICATED IN THE DRAWINGS.
 2. FOR CAST-IN-PLACE MANHOLES, CURE FOR THREE DAYS BEFORE BACKFILLING AROUND STRUCTURE.
 3. IF SOIL CONDITIONS OR GROUND WATER PREVENT USE OF COARSE AGGREGATE BASE A 2-INCH MUD SLAB MAY BE SUBSTITUTED.
 4. CAST-IN-PLACE CONCRETE SHALL BE PER SECTION 03 30 00.
 5. PRE-CAST JOINTS SHALL CONFORM TO ASTM C478.
 6. UNLESS OTHERWISE INDICATED IN THE DRAWINGS, 4" MANHOLES SHALL BE USED FOR 21" AND SMALLER SANITARY SEWER LINES AND 5" MANHOLES SHALL BE USED 24" UP TO 36" SANITARY SEWER LINES.
 7. HINGED LIDS SHALL BE REQUIRED FOR ALL SANITARY SEWER MANHOLES WITH CONNECTING LINES OF 24-INCHES AND GREATER.
 8. HINGED LIDS SHALL BE REQUIRED FOR ALL SANITARY SEWER MANHOLES WITH A RIM ELEVATION GREATER THAN 12-INCHES ABOVE NATURAL GROUND.



CITY OF FORT WORTH, TEXAS
HYDRAULIC SLIDE

REVISED: 08-31-2012
33 39
10/20-D207



CITY OF FORT WORTH, TEXAS
STANDARD MANHOLE

REVISED: 06-19-2013
33 39
10/20-D208



CITY OF FORT WORTH, TEXAS
EMBEDMENT FOR SANITARY SEWER
UP TO 15-INCH DIAMETER

REVISED: 03-23-2018
33 05 10-D201A



SANITARY SEWER IMPROVEMENTS - PLAN

1200 LAKE VIEW RIDGE, WHITE
SETTLEMENT, TX

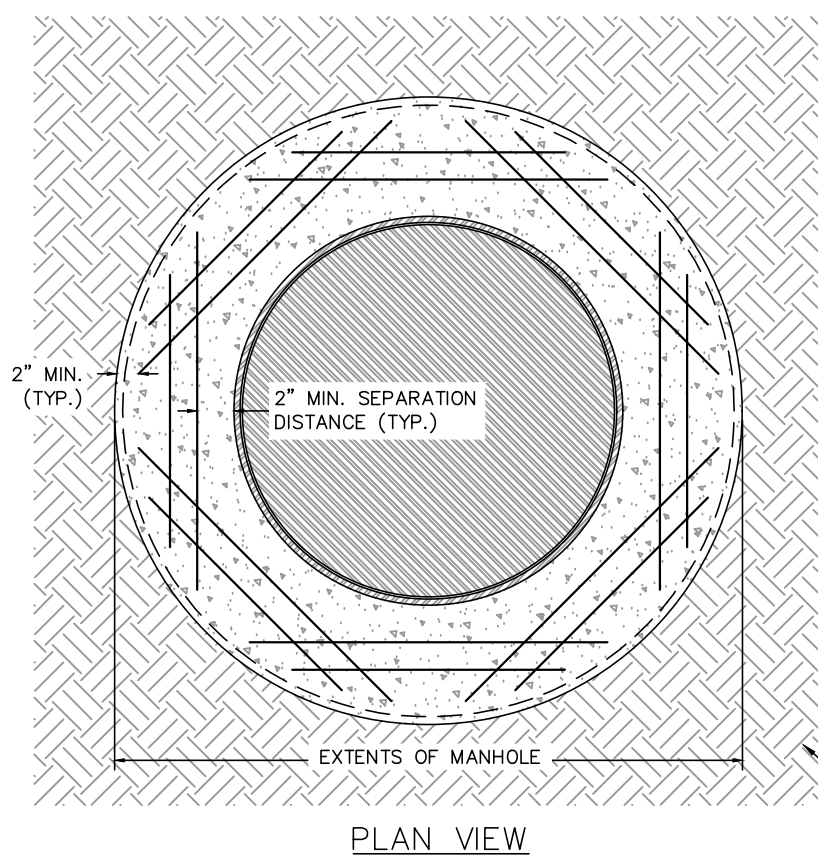
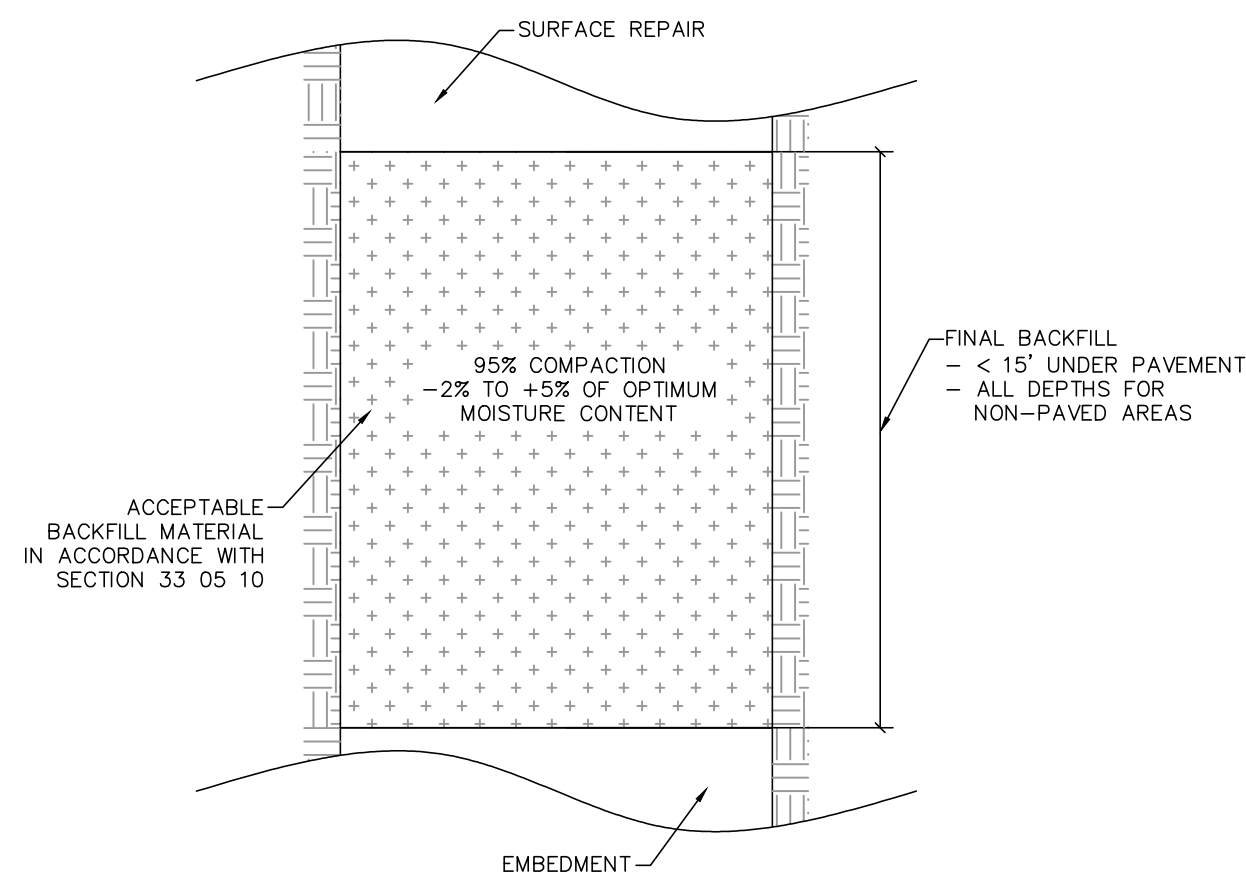
CHRISTOPHER M. STAUD, P.E. - FIRM 16605
3557 SUFFOLK DRIVE, FORT WORTH, TX 76109
817-807-5034 - CSTAUD@OUTLOOK.COM

CMS PROJECT NO.: 21027

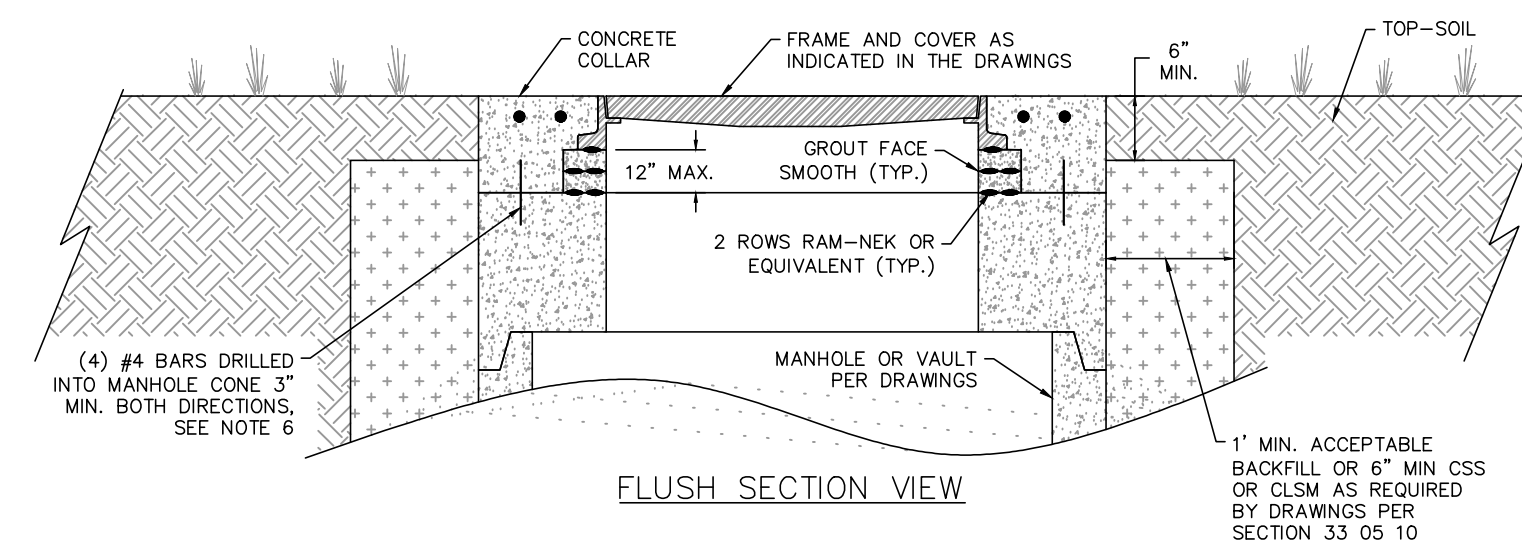
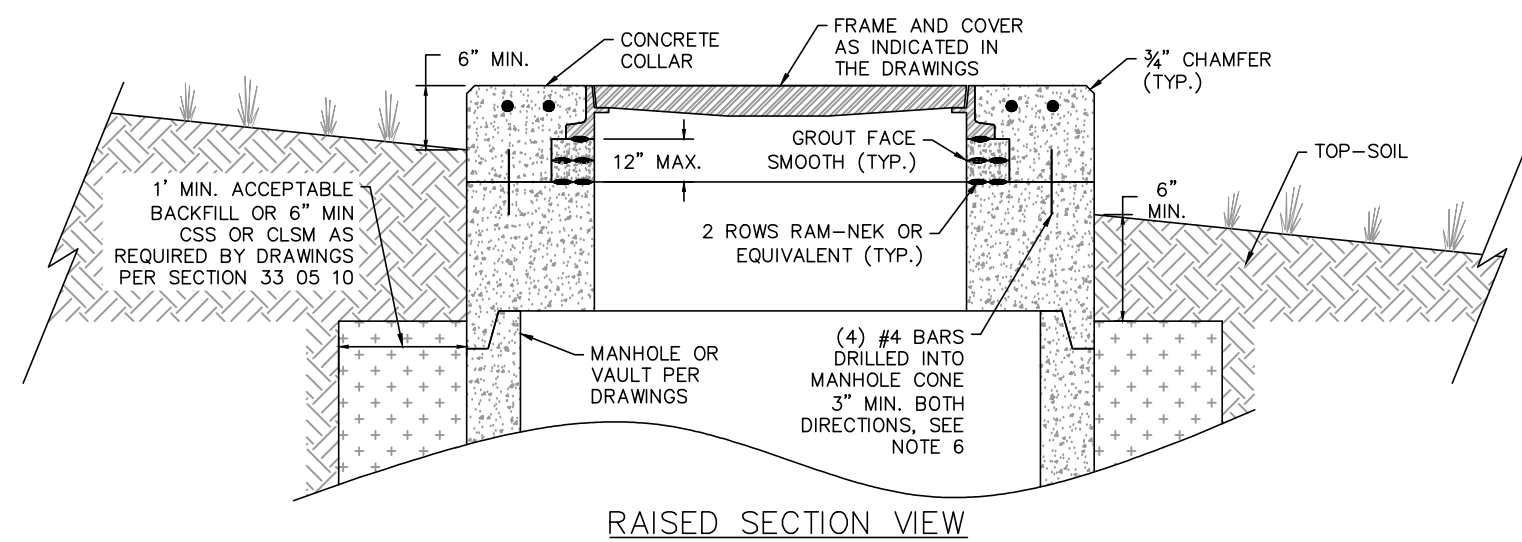
REVISION SHEET

06/02/21 - INITIAL SUBMITTAL
06/28/21 - REVISED SUBMITTAL
08/09/21 - REVISED SUBMITTAL

4



- NOTES:
1. THIS DETAIL TO BE USED ONLY WHERE SPECIFIED ON THE DRAWINGS IN COMBINATION WITH PROPOSED MANHOLE OR VAULT IN THE SAME LOCATION.
 2. ONLY FLAT TOP MANHOLES SHALL BE ALLOWED FOR UNIMPROVED SURFACES. CONE MANHOLES WILL NOT BE ALLOWED.
 3. IF GRADE RINGS ARE USED THEY SHALL BE NO LESS THAN 2" THICK, AND SHALL NOT EXCEED 12" IN TOTAL HEIGHT. NO MORE THAN 3 TOTAL GRADE RINGS. SHALL BE ALLOWED.
 4. ALL MEASUREMENTS ARE TYPICAL FOR ALL SIDES OF MANHOLE/VAULT LID ASSEMBLY.
 5. MANHOLE FLAT TOP SHALL EXTEND 6" MIN. ABOVE HIGHEST ADJACENT UNIMPROVED SURFACE WHEN RAISED MANHOLE IS INDICATED IN THE DRAWINGS.
 6. PROVIDE REINFORCEMENT TYING COLLAR TO MANHOLE.
 7. WHERE POSSIBLE, RING AND FRAME MAY BE INTEGRALLY CAST INTO FLAT TOP, PROVIDED ALL OTHER SPACING REQUIREMENTS ARE MET.
 8. WHEN USED, CONCRETE COLLARS SHALL BE POURED TO EXTENTS OF CONCRETE FLAT TOP.
 9. MANHOLE SHALL BE RAISED OR FLUSH AS INDICATED ON THE DRAWINGS.



CITY OF FORT WORTH, TEXAS
ACCEPTABLE BACKFILL

REVISED: 10-08-2012
33 05 10-D001



CITY OF FORT WORTH, TEXAS
MANHOLE LID ASSEMBLY -
UNIMPROVED SURFACE (FLAT TOP)

REVISED: 08-31-2012
33 05 13-D015



SANITARY SEWER
IMPROVEMENTS - PLAN

1200 LAKE VIEW RIDGE, WHITE
SETTLEMENT, TX

CHRISTOPHER M. STAUD, P.E. - FIRM 16605
3557 SUFFOLK DRIVE, FORT WORTH, TX 76109
817-807-5034 - CSTAUD@OUTLOOK.COM

CMS PROJECT NO.: 21027

REVISION SHEET

06/02/21 - INITIAL SUBMITTAL
06/28/21 - REVISED SUBMITTAL
08/09/21 - REVISED SUBMITTAL

5

March 7th 2022



This agreement is between Jimenez Custom Homes LLC and Jordan Poe. Jordan Poe gives authorization to Jimenez Custom Homes LLC to access the back of their lots 3 & 4, Block H, Meadow Park Addition for the purpose of tapping into the sewer line that is situated in the rear easement of their lots.

Jimenez Custom Homes LLC will need temporary access for approximately three weeks. They anticipate starting in Late March or April. Estimating completion 18-20 days after commencement.

Upon completion, Jimenez Custom Homes LLC will restore all disturbed areas of the yard in question to its original or better condition, replacing the grass with sod or seed. As well as fixing any portions of fencing that are damaged or removed.

Cesar Jimenez

Cesar Jimenez
Jimenez Custom Homes LLC
2001 E Division St #115
Arlington, Texas 76011

Date 3-8-2022

Jordan Poe

Jordan Poe
Property Owner
Lots 3 & 4 Block H
Meadow Park Addition

Date 3/21/2022



To: City Council
From: Larry Hoover, CPM
Director of Public Works
Date: May 3, 2022

The North Judd water line and Delmar Court sewer line are listed in this year's Water and Sewer Capital fund as projects to be completed within the year. This agreement will start the process to see that these are completed. Bolliger & Martha Jean Sewer line is being added due to the amount of service calls lately and the cleaning and camera assessment discovering the clay tile pipe is literally missing in places.

North Judd water line will replace 940 feet of old 2 inch cast iron water line with a new PVC 6 inch water line with eight new valves and two new fire hydrants.

Delmar Court Sewer line will replace 1220 feet of 6 inch concrete pipe with new 8 inch PVC pipe with new manholes and cleanouts and new services.

Bolliger & Martha Jean Sewer line will replace 640 feet of 6 inch clay pipe with PVC pipe 3 manholes and new services.

The agreement total is \$169,495.00 and funding will be split with the water line out of water capital fund and the sewer lines out of the Capital Bond Fund.

Staff Recommends approval.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of White Settlement, Texas hereinafter called "Owner" and James DeOtte Engineering, Inc., hereinafter called "JDEI." In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF JDEI:** In accordance with the terms of this Agreement: Owner agrees to employ JDEI; JDEI agrees to perform professional services in connection with the Project; Owner agrees to pay to JDEI compensation. The Project is described as follows: North Judd Waterline, Delmar Court Sewer, and Bolliger & Martha Jean Sewer Improvements.
- II. **SCOPE OF SERVICES:** JDEI shall render professional services in connection with Project as set forth in the Proposal Letter which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Owner agrees to pay JDEI for all professional services rendered under this Agreement. JDEI shall perform professional services as outlined in the "Scope of Work" for a lump sum fee of \$169,495.00.

If JDEI's services are delayed or suspended by Owner, or if JDEI's services are extended for more than 60 days through no fault of JDEI, JDEI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by JDEI 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:** The Terms and Conditions as set forth and are attached to and made a part of this Agreement shall govern the relationship between the Owner and JDEI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and JDEI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and JDEI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Owner and JDEI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

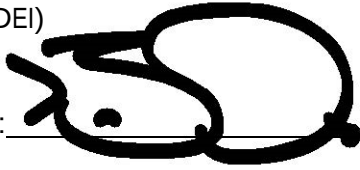
IN TESTIMONY HEREOF, they have executed this Agreement, the ____ day of May, 2022.

City of White Settlement, Texas
(Owner)

By: _____

Jeff James, City Manager
Print Name and Title

James DeOtte Engineering, Inc.
(JDEI)

By:  _____

Brian Darby, Vice President
Print Name and Title

April 11, 2022

Mr. Jeff James
City Manager
City of White Settlement
White Settlement, TX 76108

Ref: Proposal for Professional Civil Engineering Services
North Judd Waterline, Delmar Court Sewer, and Bolliger & Martha Jean
Sewer Improvements

Dear Mr. James:

James DeOtte Engineering, Inc. (JDEI) is pleased to submit for your consideration this proposal for professional civil engineering services for the referenced project. We believe the following scope of services will meet your needs for this assignment.

PROJECT UNDERSTANDING

The project includes the replacement of:

1. Approximately 940 LF of water line replacement along North Judd Street from White Settlement Road to the north dead end,
2. Approximately 1,220 LF of sanitary sewer line replacement along the back of the lots around Delmar Court, and
3. Approximately 640 LF of sanitary sewer line replacement along the alley space between Bolliger Boulevard and Martha Jean Street from Smith Street to Wagnon Street.

SCOPE OF WORK

1. Design Services

- 1.1 Construction plans and specifications will be prepared for the proposed improvements.
- 1.2 QTO and OPCC – A estimate of construction quantities (quantity take-off or QTO) and develop an Opinion of Probable Construction Cost (OPCC) of the proposed improvements.
- 1.3 A Concept Design will be prepared to define the construction limits and intent in an exhibit format.
- 1.4 A Preliminary Design will be prepared that addresses the City's Concept Design Review comments and provide the aforementioned plans, specifications, QTO, & OPCC.

- 1.5 A Final Design will be prepared that addresses the City's Concept Design Review comments to make an Advertisement Bid Package.

2. Bid Phase Services

- 2.1 Advertisement – Prepare an advertisement to bidders and coordinate for the advertisement to be published in the local newspaper.
- 2.2 Plan Distribution – Distribute bidding documents to contractors and plan rooms. A plan holders list will be maintained, and addenda will be issued, if necessary.
- 2.3 Bid Tabulation – Prepare tabulation of all bidders and assist City with award of construction contract.

3. Construction Phase Services

- 3.1 Final contract – Assist the Owner in the preparation of final executed and conformed copies of the construction contract.
- 3.2 Pre-construction conference – Attend a pre-construction conference with city staff and contractor.
- 3.3 Site Visits – Perform periodic site visits to review construction progress and general conformance to design.
- 3.4 Final Walk Through – Attend final walk through with city staff and provide recommendation.

JDEI anticipates the fees listed above for the various elements of the project to be a not to exceed amount of **\$169,495.00**. All costs, associated with the identified scope of work, will be lump sum for the scope provided and will be billed as a percentage of completed work as determined by JDEI.

This scope of work assumes any services not specifically listed as part of this contract will be treated as an additional service. The owner will be notified before any additional services are performed.

TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by the City of White Settlement, Texas ("CLIENT") for JDE, Inc. (sometimes referred to as "Engineer") to proceed with the work, unless otherwise provided for in the authorization.

2. LABOR COSTS

JDE, Inc.'s Labor Costs shall be the amount of salaries paid to JDE, Inc.'s employees for work performed on CLIENT'S Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments premiums, and benefits. Labor Costs are included in and not in addition to the lump sum fee.

3. DIRECT EXPENSES

JDE, Inc.'s Direct Expenses shall be those costs incurred on or directly for CLIENT's Project, including but not limited to necessary transportation costs including mileage at JDE, Inc.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these Direct Expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by JDE, Inc. Direct Expenses are included in and not in addition to the lump sum fee.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved in advance by CLIENT, an additional amount shall be added to the cost of these services for JDE, Inc.'s administrative costs, at rates to be mutually agreed to by the parties.

5. COST ESTIMATES

Any cost estimates provided by JDE, Inc. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures JDE, Inc. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS

JDE, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. JDE, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

This Agreement may be terminated in whole or in part in writing by either party, with or without cause upon fifteen (15) days prior written notice.

If either party terminates this Agreement, JDE, Inc. will immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of notice of termination, JDE, Inc. will submit a statement showing the services performed up to the date of termination and the amount due and owing for same. CLIENT's liability shall be limited to such amount. Copies of all plans, field surveys, and other data related to the project shall become the property of CLIENT upon termination of the Agreement.

Should CLIENT subsequently contract with a new engineer for continuation of services on the project, JDE, Inc. will cooperate in providing information. JDE, Inc. will be compensated for such extra services and expenses as provided for by mutual agreement of CLIENT and JDE, Inc.

8. LEGAL EXPENSES

In the event legal action is brought by CLIENT or JDE, Inc. against the other to enforce or interpret any of the terms or obligations of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, in addition to the prevailing party's actual damages, reasonable attorneys' fees and court costs.

9. PAYMENT TO JDE, INC.

Monthly invoices will be issued by JDE, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

10. ADDITIONAL SERVICES

Services in addition to those specified in Scope of Services will be provided by JDE, Inc. if previously authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in attached Basis of Compensation or as negotiated between the parties.

11. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the above proposed fee. Sales tax at an applicable rate will be indicated on invoice statements.

12. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 N. Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

13. INDEMNITY

JDE, Inc. agrees to and shall hold harmless and indemnify CLIENT, its officers, agents, officials, and employees, in both their individual and official capacities, from and against any and all claims, losses, damages, causes of action, suits, fines, penalties, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for any injury to or death of any person, or for damage to any property, arising out of, in connection with, or resulting from the performance of this Agreement. This provision of the Agreement shall survive the termination of this Agreement.

14. GOVERNING LAW & JURISDICTION

This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas without reference to principles of conflicts of laws thereof. Each party hereby irrevocably

and unconditionally consents, accepts, and agrees to submit to the exclusive jurisdiction of any state or federal court in Tarrant County, Texas in respect to any dispute, action, suit or proceeding arising out of, based upon, or relating to this Agreement.

15. REVISIONS TO SCOPE OF WORK

After a definite Scope of Services has been approved by CLIENT, if a decision is subsequently made by CLIENT which, for its proper execution, involves extra services and expenses for changes in, or additions to, the drawings, specifications, or other documents, or if JDE, Inc. is put to labor or expense by delays imposed on it from causes not within its control, such as by the re-advertisement for bids or by the delinquency or insolvency of contractors, JDE, Inc. will be compensated for such extra services and expenses as provided for by mutual agreement of CLIENT and JDE, Inc. Such mutual agreement will be amended to and incorporated into this Agreement.

16. OWNERSHIP OF DOCUMENTS

All drawings, specifications, and other documents or instruments prepared or assembled by Engineer under this Agreement shall become the sole property of CLIENT and shall be delivered to CLIENT without restriction on future use. Engineer shall retain in its files all original drawings, specifications, documents or instruments and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings and other documents by CLIENT or other consultants subsequent to the completion of the Agreement. CLIENT shall require that any such change be sealed, dated, and signed by Engineer making said change and shall be appropriately marked to reflect what was changed or modified.

17. INDEPENDENT CONTRACTOR

JDE, Inc. shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of CLIENT and JDE, Inc. shall have the exclusive right to control services performed hereunder by JDE, Inc., and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees and sub-consultants. Nothing herein shall be construed as creating a partnership or joint venture between CLIENT and JDE, Inc., its officers, agents, employees and sub-consultants; and the doctrine of respondent superior has no application as between CLIENT and JDE, Inc.

18. SUCCESSORS AND ASSIGNS

CLIENT and JDE, Inc. each bind themselves, their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this agreement; except as above, neither party will assign, sublet, or transfer its interest in this Agreement without prior written consent of the other party.

19. SEVERABILITY

In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

20. THIRD-PARTY BENEFICIARIES

This Agreement shall inure to the benefit of and may only be enforced by the parties to this Agreement and their permitted successors and assigns. Except as may be specifically stated and identified in this Agreement, there are no third-party beneficiaries of this Agreement.

21. INSURANCE

A. Engineer shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. Engineer shall not commence work under this Agreement until Engineer has obtained all the insurance required under this Agreement and such insurance has been approved by CLIENT, nor shall Engineer allow any subcontractor to commence work under this Agreement until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Agreement shall be written on an "occurrence" basis through companies duly approved to transact that class of insurance in the State of Texas. The insurance requirements shall remain in effect throughout the term of this Agreement.

- (1) Workers' Compensation and Employers' Liability Insurance, as required by law; not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
- (2) Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Agreement, fully insuring Engineer's liability for injury to or death of employees of CLIENT and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
- (3) Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with bodily injury and property damage limits of \$1,000,000 per occurrence.
- (4) Professional Liability Insurance, coverage in an amount of at least \$1,000,000 per claim and aggregate covering the services provided under this Agreement, including contractual liability. This insurance shall be maintained throughout the Agreement and for one year after completion of construction of the project.

B. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:

- (1) CLIENT shall be named as an additional insured as to all applicable coverage(s) except Workers' Compensation and Professional Liability.
- (2) Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CLIENT by certified mail to:

City of White Settlement
Attn: City Manager
214 Meadow Park Drive
White Settlement, TX 76108

With a copy to:

City of White Settlement
Attn: Director of Public Works
214 Meadow Park Drive
White Settlement, TX 76108

- (3) The term "CLIENT" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CLIENT and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CLIENT.
- (4) The policy phrase "other insurance" shall not apply to CLIENT where CLIENT is an additional insured on the policy.
- (5) All provisions of the Agreement concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Engineer agrees to the following:

- (1) Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies.
- (2) Companies issuing the insurance policies and Engineer shall have no recourse against CLIENT for payment of any premiums or assessments for any deductible, as all such premiums are the sole responsibility and risk of Engineer.
- (3) Approval, disapproval, or failure to act by CLIENT regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the Agreement documents or contract documents for the Project. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.

- (4) No special payments shall be made for any insurance that Engineer and subcontractors, if any, are required to carry; all are included in the Agreement price and the Agreement unit prices.

22. NOTICE

All notices, communications, and reports required or permitted to be delivered under this Agreement shall be personally delivered or mailed by certified mail, return receipt requested, to the respective parties by depositing the same in the United States Postal Service at the address shown below, unless and until either party is otherwise notified in writing by the other party at the following addresses. Notices mailed in accordance with this paragraph shall be deemed delivered after three (3) calendar days of the date mailed. Notices personally delivered shall be deemed delivered on the day received.

If to Owner:

City of White Settlement
Attn: City Manager
214 Meadow Park Drive
White Settlement, TX 76108

If to JDE, inc.:

James DeOtte Engineering, Inc.
Attn: Brian Darby, P.E., Vice President
2201 Dottie Lynn Parkway, Suite 119
Fort Worth, Texas 76120

With copy to:

City of White Settlement
Attn: Director of Public Works
214 Meadow Park Drive
White Settlement, TX 76108

City of White Settlement
Capital Improvement Projects
Conceptual Opinion of Probable Construction Cost



No.	Location	Description	Unit	Quantity	Estimated Construction Price	Estimated Engineering And Survey	Estimated Total Cost
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N Judd St

1	From White Settlement Rd to N Deadend	6" Water	LF	940	\$ 159,800.00	\$ 31,960.00	\$ 191,760.00
2	At White Settlement Rd (full panel replacement)	Concrete Pvmt	SY	125	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00
3	From White Settlement Rd to N Deadend (trench repair only)	Asphalt Pvmt	SY	380	\$ 38,000.00	\$ 7,600.00	\$ 45,600.00
4	From White Settlement Rd to N Deadend (pvmnt & serv's)	Conc Curb & Gutter	LF	145	\$ 10,875.00	\$ 2,175.00	\$ 13,050.00
Subtotal N Judd St					\$ 233,675.00	\$ 46,735.00	\$ 280,410.00

Delmar Court

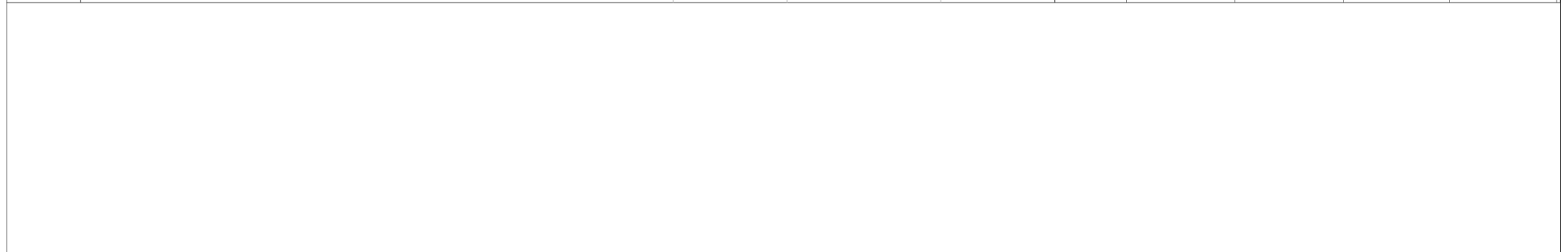
1	Hannon Dr to Delmar Court (pipe bursting)	8" Sanitary Sewer	LF	1,220	\$ 189,100.00	\$ 37,820.00	\$ 226,920.00
2	Hannon Dr to Delmar Court	4' Dia SSMH	EA	11	\$ 236,500.00	\$ 47,300.00	\$ 283,800.00
3	Hannon Dr (full panel replacement)	Concrete Pvmt	SY	50	\$ 10,000.00	\$ 2,000.00	\$ 12,000.00
4	Hannon Dr	Conc Curb & Gutter	LF	30	\$ 2,250.00	\$ 450.00	\$ 2,700.00
Subtotal Delmar Court					\$ 437,850.00	\$ 87,570.00	\$ 525,420.00

Bolliger Blvd & Marth Jean St

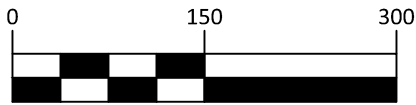
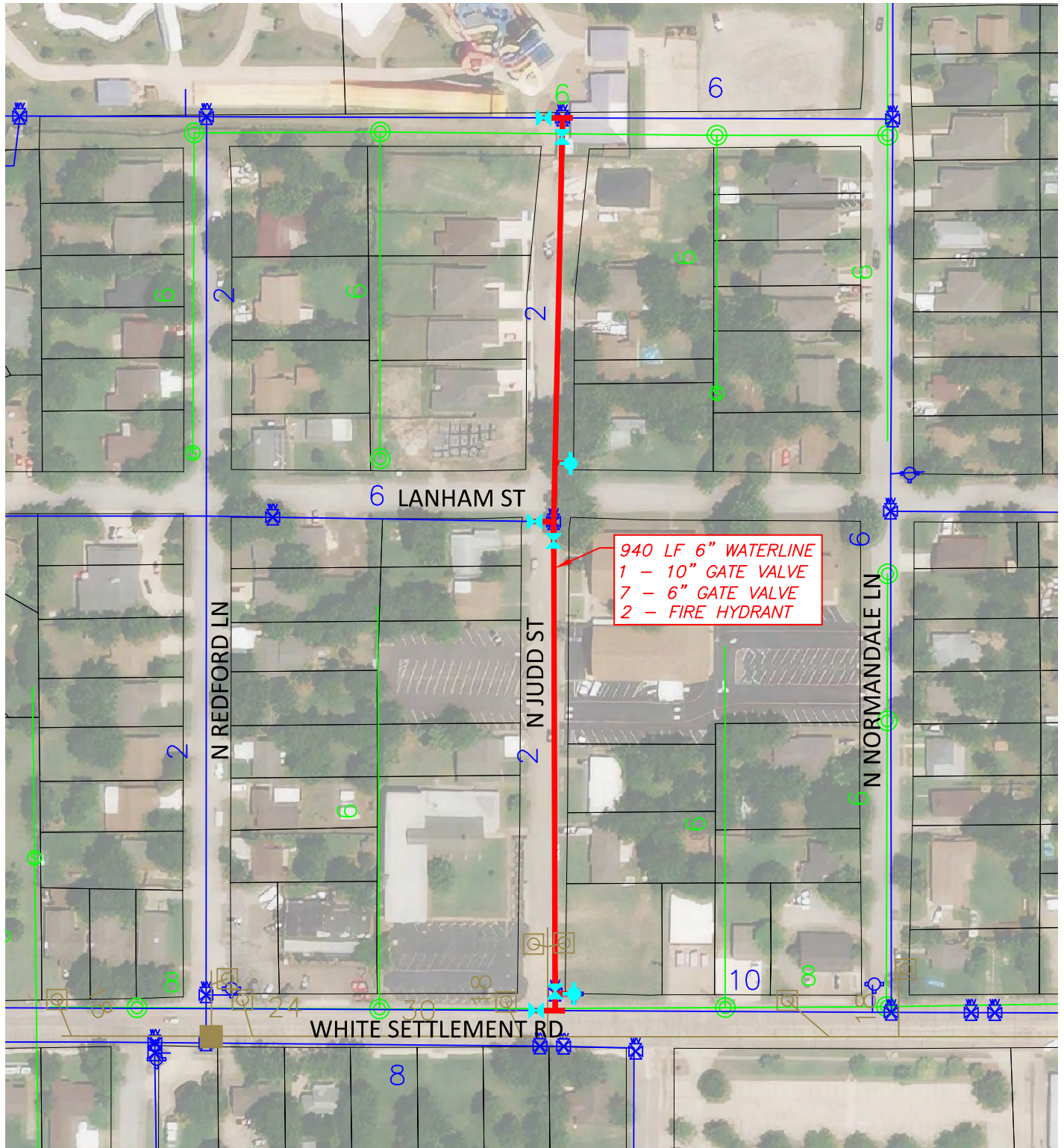
1	From Wagnon St to Smith St (pipe bursting)	8" Sanitary Sewer	LF	640	\$ 99,200.00	\$ 19,840.00	\$ 119,040.00
2	From Wagnon St to Smith St	4' Dia SSMH	EA	3	\$ 64,500.00	\$ 12,900.00	\$ 77,400.00
3	Wagnon St (full panel replacement)	Concrete Pvmt	SY	50	\$ 10,000.00	\$ 2,000.00	\$ 12,000.00
4	Wagnon St	Conc Curb & Gutter	LF	30	\$ 2,250.00	\$ 450.00	\$ 2,700.00
Subtotal Bolliger Blvd & Marth Jean St					\$ 175,950.00	\$ 35,190.00	\$ 211,140.00

Grand Total \$ 1,016,970.00

ID	Task Name	Duration	Start	Finish	Qtr 2, 2022 May Jun	Qtr 3, 2022 Jul Aug Sep	Qtr 4, 2022 Oct Nov Dec	Qtr 1, 2023 Jan Feb Mar	Qtr 2, 2023 Apr May Jun
0	FY 22 CIP Improvements	270 days	Mon 5/30/22	Fri 6/9/23					
1	Survey	25 days	Mon 5/30/22	Fri 7/1/22					
2	Concept Design	20 days	Mon 7/4/22	Fri 7/29/22					
3	Conceptual City Review	5 days	Mon 8/1/22	Fri 8/5/22					
4	Preliminary Design	20 days	Mon 8/8/22	Fri 9/2/22					
5	Preliminary City Review	5 days	Mon 9/5/22	Fri 9/9/22					
6	Final Design	10 days	Mon 9/12/22	Fri 9/23/22					
7	Final City Review	10 days	Mon 9/26/22	Fri 10/7/22					
8	Advertisement	15 days	Mon 10/10/22	Fri 10/28/22					
9	Bid Award	30 days	Mon 10/31/22	Fri 12/9/22					
10	Pre-Construction	10 days	Mon 12/12/22	Fri 12/23/22					
11	Construction	120 days	Mon 12/26/22	Fri 6/9/23					



Project: FY 22 CIP Improvements Date: Mon 4/11/22	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Deadline	
	External Tasks		Manual Summary			
	External Milestone		Start-only			



GRAPHIC SCALE IN FEET



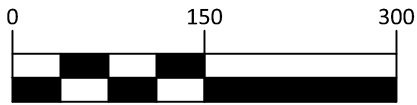
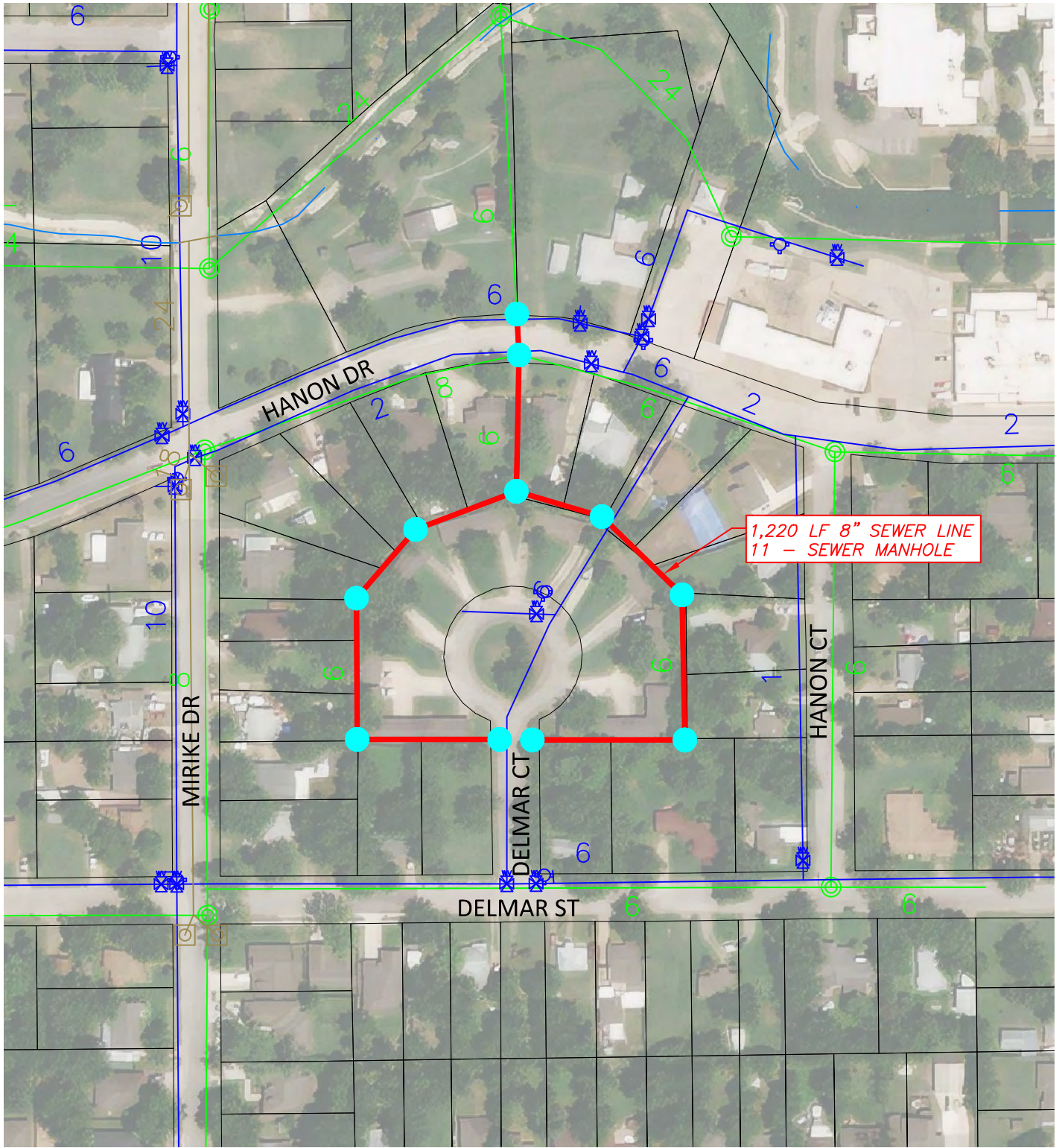
James
DeOtte
Engineering
Inc.

2201 Dottie Lynn Parkway, Suite 119
Fort Worth, Texas 76120

TBPE Firm Reg. No. 8917
TBLS Firm Reg. No. 101014-00

N JUDD STREET WATERLINE EXHIBIT

PLOTTED BY: Patrick York ON: Friday, February 25, 2022 AT: 1:39 PM FILEPATH: P:\202104000 - CWS Martha Bolliger SS\dwg\Exhibits\2022-02-25 Utility Options\2022-02-25 Utility Options.dwg



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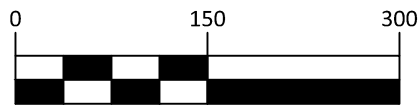
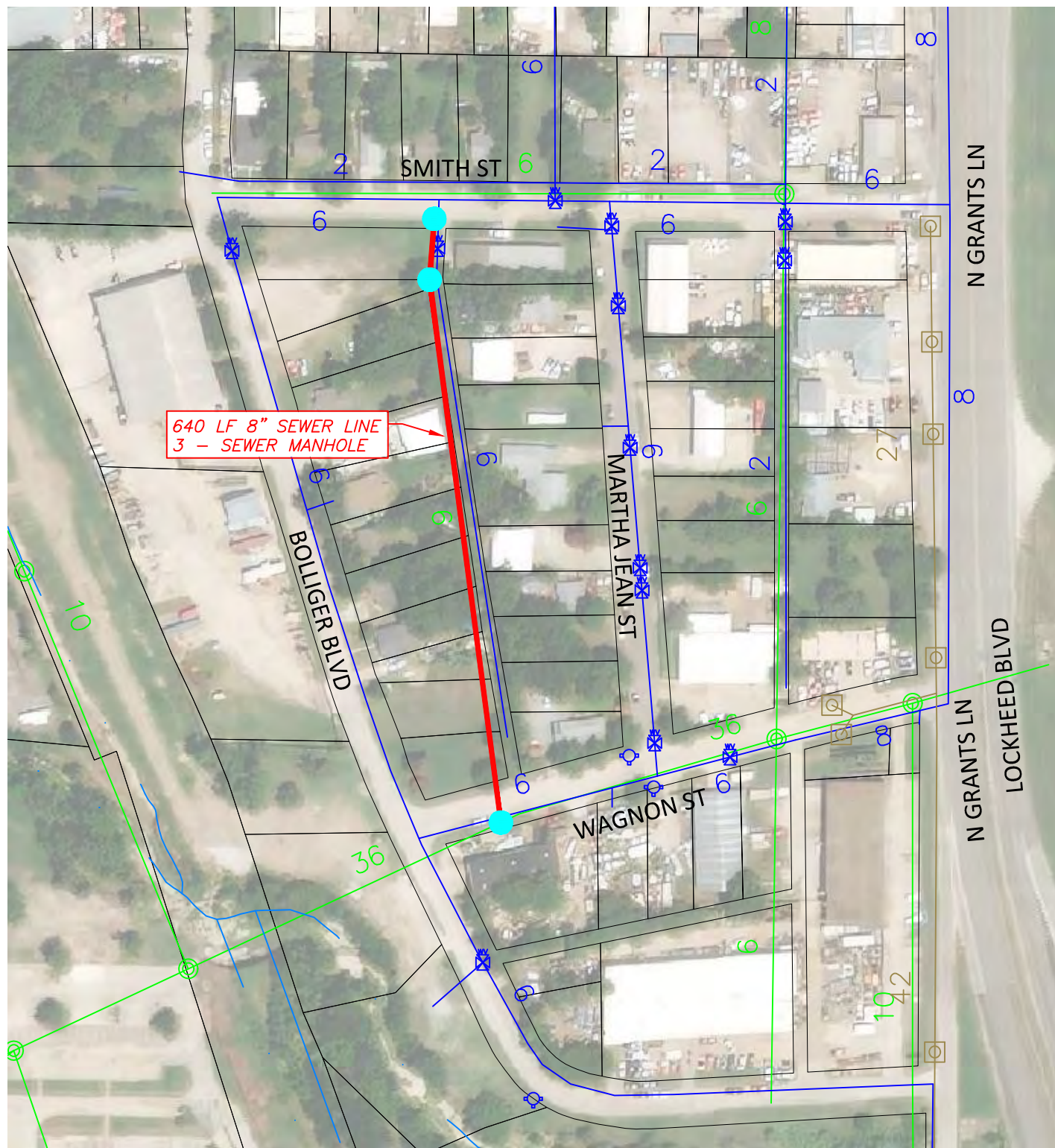


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Fort Worth, Texas 76120

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TBLS Firm Reg. No. 101014-00

DELMAR COURT SANITARY SEWER EXHIBIT



GRAPHIC SCALE IN FEET



BOLLIGER BLVD & MARTHA JEAN ST SANITARY SEWER EXHIBIT

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Inc.

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