



## NOTICE OF A PUBLIC MEETING

### AN AGENDA OF A REGULAR MEETING OF THE CITY COUNCIL

#### CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – June 7, 2022

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

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#### CALL TO ORDER

#### INVOCATION / PLEDGE OF ALLEGIANCE

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

#### PRESENTATIONS

##### MAYOR / COUNCIL MEMBER PRESENTATIONS:

1. Presentation of appreciation to participants of the Memorial Day Ceremony.

##### STAFF PRESENTATIONS:

2. City Manager presentation of items of community interest, including the upcoming budget meeting dates of June 28, June 29 and June 30, 2022.

**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. Approval of Consent Agenda includes:*

3. Approval of City Council meeting minutes:
  - a. May 3, 2022
4. Approval of a resolution suspending the June 17, 2022 effective date of ONCOR electric delivery company's requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by ONCOR to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee.
5. Acknowledgment of the White Settlement Police Department participation in the Funded State and Local Task Force Agreement between the United States Department of Justice - Drug Enforcement Administration (DEA) and the White Settlement Department ORI#TX2202900 (White Settlement).

6. Acknowledgment of a Memorandum of Understanding for Non-Federal Agencies between the United States Marshals Service (USMS) and the White Settlement Police Department.

## **DELIBERATION AGENDA**

### **PLANNING AND DEVELOPMENT:**

7. Hold a PUBLIC HEARING and consider an ordinance approving a development plan and uses of manufacturing or assembly facility (light) and warehousing and storage establishment within the Mixed-Use Overlay District for WESTERN HILLS PARK ADDITION, Block 17, Lot 2R, more commonly known as 1650 South Cherry Lane, White Settlement, Texas 76108.
8. Discuss and consider a Community Facilities Agreement between The City of White Settlement and Quick Service REALCO for certain improvements to Western Hills Park Additions, Site 12A 2B, more commonly known as 2011 S. Las Vegas Trail.

### **FINANCIAL:**

9. Discuss and consider awarding RFP 2022.002 Employee Benefits Insurance Broker and Consulting Services.

### **PUBLIC WORKS:**

10. Discuss and consider awarding the low bid for RFP 2022.004 - Tacoma and Colton Sewer Improvements.

### **PUBLIC SAFETY:**

11. Discuss and consider a resolution authorizing a grant application for the Motor Vehicle Crime Prevention Authority Grant Program.
12. Discuss and consider an agreement between the City of White Settlement ("City") and Tarrant County Emergency Services District No. 1 ("ESD") for American Rescue Plan Act State and Local Recovery Funds.

### **ADMINISTRATIVE:**

13. Discuss and consider fund amounts for General Fund (01) City Council (501) budget line items 10.101 "Office Supplies"; 10.113 "Uniforms"; 20.214 "Other Professional Services"; 20.229 "Dues, Subscriptions, Memberships"; 20.231 "Events and Awards", 20.232 "Marketing and Promotional", 20.233 "Travel and Training", 20.234 "In Sympathy, Memorials", and 20.237 "Plaques, Awards, Recognition" to be submitted for inclusion in the FY 22-23 proposed budget. This item is not for final approval of these line item fund amounts.
14. Discuss and consider city council goals, objectives, performance measures and mission statement to include in the FY 22-23 annual budget.
15. Discuss and consider nomination for membership on the Western Region Solid Waste Capacity Policy advisory Group (PAG) in accordance with the by-laws of the PAG adopted March 30, 2022.
16. Discuss and consider a resolution approving the sale of EDC real property described as Lot 12 and a part of Lot "A", Block 20, McDonnell Addition, City of White Settlement, Tarrant County, Texas, more commonly known as 730 S. Cherry Lane, White Settlement, Texas.

## **BOARD APPOINTMENTS:**

17. Discuss and consider appointments to the following board positions:
  - a. BAA Alternate Position 1 and Alternate Position 2; both vacant
  - b. CCPD Place 1, vacant;
  - c. EDC Place 2 and Place 6 (are both vacant); reappoint EDC Place 4 (Vicki Harpe);
  - d. Library Board Place 7, vacant;
  - e. Parks and Recreation Place 3, vacant;
  - f. Planning and Zoning Place 1 and Place 4, vacant;
  - g. Pride Commission Place 2 and Place 5, vacant; and reappoint place 1 (Martha Cook), Place 6 (Tonia Torres).

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

18. Sec. 551.071 Consultation with Attorney: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the city attorney about any matters listed on the agenda and the following:
  - a. Payment in Lieu of Taxes agreement between the City and S.P.M. Flow Control, Inc.
  - b. Litigation regarding 800 Easley Street

19. Sec. 551.072 Deliberations about Real Property: The City Council may deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person, including 8212 White Settlement Road.

## **RECONVENE IN OPEN SESSION**

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

## **ADJOURNMENT**

Notice posted on the 1<sup>st</sup> day of June, 2022, on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas by 5:00 p.m.

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Amy Arnold, TRMC, CMC

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.



**MINUTES 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

**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, Council Member Amber Munoz and Council Member Gregg Geesa. Council Member Elect, William Wright, was also present. Mayor Pro Tem Evelyn Spurlock was absent due to jury duty.

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 and Communications Manager Aaron Hall.

**INVOCATION / PLEDGE OF ALLEGIANCE**

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

**PUBLIC COMMENTS**

Daniel J. Bennett of 408 Pemberton addressed the City Council regarding his concerns of the recent Tarrant Appraisal District election of Board of Directors.

**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.

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

**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.

City Secretary Amy Arnold administered the Oath of Office to Council Member William Wright. After the oath, members posed for official photos followed by resuming the meeting.

**PRESENTATIONS**

The following presentations were made along with two additional proclamations; a proclamation for National Police Week and Professional Municipal Clerks Week.

- 3) Presentation of Proclamation observing May 2022 as Motorcycle Safety Awareness Month.

Mayor White read the proclamation into record and presented the official proclamation to members of the Chula Chaser 501c3 organization. After receiving the proclamation, members posed for photos with Mayor White. Members made a presentation to the City in appreciation of support the organization and its cause to support local MHMR services; briefly explaining their organization, fundraising efforts and desire to continue a good relationship with the city.

- 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”.

After presenting the Motorcycle Safety Awareness Month proclamation, Mayor White made a presentation to Chief Cook recognizing May 11 – 17 as Police Week in the City of White Settlement, asking the community to honor and salute the service of our local law enforcement officers. This presentation was followed by a proclamation recognizing May 1 – 7 as Professional Municipal Clerks week, which was presented to City Secretary Amy Arnold.

Mayor White presented a proclamation to Mr. Kenneth J. Simpson, J.D., NRP, Chief Executive Officer/Chief Operations Officer for MedStar Mobile Healthcare, recognizing May 15-21 as EMS Services week in the City. Mr. Simpson made a brief presentation providing updates of MedStar service performance, covid-19 activities, financial efficiency, challenges, service innovation and equipment, patient care and residential programs. Mr. Simpson mentioned forty White Settlement households are members of the StarSaver program noting benefits and plan to provide enrollment opportunities for staff and interested residents.

#### **CONSENT AGENDA**

*Prior to taking a vote, Council Member Geesa requested to read the action taken on item 12 of the minutes of April 5, 2022, to provide clear information as to the details of “Option 1” regarding future plans of Splash Dayz; Mayor White so approved.*

**Council Member Munoz made a motion to approve the Consent Agenda. Council Member Moore seconded the motion which carried unanimously.** Approval of Consent Agenda included the following:

- 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.

Building Official Robert Nunley presented the item explaining the applicants originally approved CFA was not completed within the required ninety-day period due to material shortages causing the inability of

the applicant to receive materials in time for the project deadline. Mr. Nunley explained the request is to re-issue a CFA for a new ninety-day completion period; noting the date of the original application and confirmed the applicant does have needed materials on hand for the CFA.

**Council Member Moore made a motion to approve the CFA 1200 Lake View Ridge (Recorded as CFA # 2022.05.001) Council Member Geesa seconded the motion which carried unanimously.**

**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.

Public Works Director Larry Hoover presented information on the projects included in the PSA for consideration:

- North Judd water line and Delmar Court sewer line are included in this years' Water and Sewer Capital Fund;
- Agreement begins the process for North Judd and Delmar Court projects;
- North Judd water line will replace 940-feet of 2-inch cast iron water line, new PVC 6-inch water line, 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, new manholes, cleanouts and services;
- The addition of Bolliger and Martha Jean sewer line due to an increase in service calls as well as a cleaning and camera assessment discovering clay tile pipe completely missing in places; and
- Bolliger and Martha Jean sewer line will replace 640 feet of 6-inch clay pipe with PVC pipe, three manholes, and new services.

Mr. Hoover explained funding in the amount of \$169,495.00 will be split with the water line to be out of Water Capital Fund and the sewer lines out of the Capital Bond Fund.

**Council Member Munoz made a motion to approve the PSA as presented. Council Member Wright seconded the motion which carried unanimously.**

**ADJOURNMENT**

With there being no further discussion, Mayor White adjourned the meeting at 7:36 pm.

Approved this the 7<sup>th</sup> day of June, 2022.

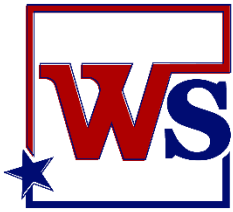
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Ronald A. White, Mayor

ATTEST:

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Amy Arnold, TRMC, CMC  
City Secretary



To: Honorable Mayor and City Council Members  
From: Amy Arnold, City Secretary  
Date: June 7, 2022  
Subject: ONCOR Resolution

**\*\*\*ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE JUNE 17, 2022\*\*\***

#### **PURPOSE**

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month.

The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

#### **DISCUSSION**

The City of White Settlement is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

#### **Explanation of "Be It Resolved" Paragraphs:**

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension

period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

**RESOLUTION NO. 2022-06-006-11**

**RESOLUTION OF THE CITY OF WHITE SETTLEMENT  
SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF  
ONCOR ELECTRIC DELIVERY COMPANY'S  
REQUESTED RATE CHANGE TO PERMIT THE CITY  
TIME TO STUDY THE REQUEST AND TO ESTABLISH  
REASONABLE RATES; APPROVING COOPERATION  
WITH THE STEERING COMMITTEE OF CITIES SERVED  
BY ONCOR TO HIRE LEGAL AND CONSULTING  
SERVICES AND TO NEGOTIATE WITH THE COMPANY  
AND DIRECT ANY NECESSARY LITIGATION AND  
APPEALS; FINDING THAT THE MEETING AT WHICH  
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC  
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS  
RESOLUTION TO THE COMPANY AND LEGAL  
COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of White Settlement a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of White Settlement is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this THE 7<sup>TH</sup> day of June, 2022.

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Ronald A. White, Mayor

ATTEST:

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Amy Arnold, City Secretary

**CITIES THAT HAVE CEDED ORIGINAL JURISDICTION**

|                |                   |                       |
|----------------|-------------------|-----------------------|
| Abbott         | Crockett          | Itasca                |
| Alma           | Crowley           | Jewett                |
| Alvarado       | Cumby             | Jolly                 |
| Alvord         | Cushing           | Josephine             |
| Angus          | Dawson            | Joshua                |
| Anna           | Dean              | Justin                |
| Annetta North  | Dorchester        | Kaufman               |
| Annetta South  | Dublin            | Keene                 |
| Annona         | Ector             | Kemp                  |
| Appleby        | Edgecliff Village | Kerens                |
| Argyle         | Edgewood          | Knollwood             |
| Athens         | Edom              | Krum                  |
| Aurora         | Elgin             | Ladonia               |
| Bangs          | Elkhart           | Lake Bridgeport       |
| Barry          | Emhouse           | Lake Dallas           |
| Bartlett       | Enchanted Oaks    | Lakeside City         |
| Bellevue       | Eureka            | Latexo                |
| Blanket        | Eustace           | Lavon                 |
| Blooming Grove | Everman           | Leona                 |
| Boyd           | Forney            | Leroy                 |
| Brownsboro     | Frost             | Lindsay               |
| Buckholts      | Garrett           | Lipan                 |
| Buffalo        | Gholson           | Lorena                |
| Burke          | Godley            | Lovelady              |
| Bynum          | Golinda           | Lowry Crossing        |
| Caddo Mills    | Goodlow           | Lucas                 |
| Cameron        | Gorman            | Mabank                |
| Campbell       | Grandfalls        | Malakoff              |
| Caney City     | Grandview         | Malone                |
| Canton         | Granger           | Marquez               |
| Carbon         | Grapeland         | McGregor              |
| Celeste        | Gun Barrel City   | Melissa               |
| Centerville    | Gunter            | Melvin                |
| Chico          | Hebron            | Mertens               |
| Chireno        | Hewitt            | Milano                |
| Clarksville    | Hickory Creek     | Mildred               |
| Cockrell Hill  | Hideaway          | Milford               |
| Collinsville   | Holland           | Millsap               |
| Comanche       | Honey Grove       | Mobile City           |
| Como           | Hubbard           | Moody                 |
| Cool           | Hudson            | Morgan's Point Resort |
| Corinth        | Huntington        | Mount Calm            |
| Corsicana      | Hutto             | Murchison             |
| Crandall       | Italy             | Mustang               |

**CITIES THAT HAVE CEDED ORIGINAL JURISDICTION**

|                      |               |
|----------------------|---------------|
| Nacogdoches          | Springtown    |
| Navarro              | St. Paul      |
| Nevada               | Streetman     |
| New Chapel Hill      | Taylor        |
| New Fairview         | Terrell       |
| Newark               | Thorndale     |
| Neylandville         | Thorntonville |
| Northlake            | Thrall        |
| Oak Grove            | Tira          |
| Oak Leaf             | Tool          |
| Oak Valley           | Trinidad      |
| Oakwood              | Valley View   |
| Oglesby              | Van Alstyne   |
| Ovilla               | Venus         |
| Payne Springs        | Weir          |
| Pecan Gap            | Wells         |
| Pecan Hill           | West          |
| Penelope             | Westbrook     |
| Pflugerville         | Wickett       |
| Pleasant Valley      | Wills Point   |
| Ponder               | Windom        |
| Post Oak Bend        | Wolfe City    |
| Powell               | Yantis        |
| Poynor               | Zavalla       |
| Princeton            |               |
| Pyote                |               |
| Quinlan              |               |
| Ranger               |               |
| Reno - Lamar County  |               |
| Reno - Parker County |               |
| Retreat              |               |
| Rhome                |               |
| Rice                 |               |
| Richland             |               |
| Rockdale             |               |
| Rogers               |               |
| Rosser               |               |
| Roxton               |               |
| Royse City           |               |
| Runaway Bay          |               |
| Sadler               |               |
| Savoy                |               |
| Shady Shores         |               |
| Southmayd            |               |

**FY 2022 Asset Forfeiture Sharing Agreement  
Task Force Group (Fort Worth)  
White Settlement Police Department**

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, governs this Agreement. The State and Local Law Enforcement members (“Participants”), of the DEA Task Force Group (Fort Worth) (“Task Force”), hereby agree to the following terms and conditions of this Memorandum of Understanding (“MOU”) governing the Task Force’s equitable sharing requests and participation in the United States Department of Justice (“DOJ”) Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Arlington Police Department/One (1) officer assigned to the Task Force
- Lake Worth Police Department/One (1) officer assigned to the Task Force
- North Richland Hills Police Department/One (1) officer assigned to the Task Force
- Parker County Sheriff’s Office/One (1) officer assigned to the Task Force
- Tarrant County Criminal DAO/One (1) officer assigned to the Task Force
- Weatherford Police Department/One (1) officer assigned to the Task Force
- Department of Public Safety/Two (2) officers assigned to the Task Force
- Kennedale Police Department/One (1) officer assigned to the Task Force
- White Settlement Police Department/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies’ investigative, financial, or administrative contributions to the task force and/or the agencies’ efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is \$500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Fort Worth). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants).

\_\_\_\_\_  
Eduardo A. Chavez  
Special Agent in Charge  
Dallas Field Division

Date: \_\_\_\_\_

\_\_\_\_\_  
Christopher Cook  
Police Chief  
White Settlement Police Department

Date: \_\_\_\_\_

**2022 PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT**  
**DALLAS FIELD DIVISION**  
**TASK FORCE GROUP (FORT WORTH)**  
**WHITE SETTLEMENT POLICE DEPARTMENT**

This agreement is made this 14th day of April, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the White Settlement Department ORI# TX2202900 (hereinafter "White Settlement"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the White Settlement area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of White Settlement, the parties hereto agree to the following:

1. The Task Force Group (Fort Worth) will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the White Settlement area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the Task Force Group (Fort Worth), the White Settlement PD agrees to detail one (1) experienced officer to the Task Force Group (Fort Worth) for a period of not less than two years. During this period of assignment, the White Settlement PD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The White Settlement PD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The White Settlement PD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the Task Force Group (Fort Worth), DEA will assign six (6) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment,

training, and other support items.

6. During the period of assignment to the Task Force, the White Settlement PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the White Settlement PD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 30 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the White Settlement PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The White Settlement PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The White Settlement PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The White Settlement PD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The White Settlement PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The White Settlement PD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The White Settlement PD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the White Settlement PD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the White Settlement PD shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2022. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by White Settlement PD during the term of this agreement.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Eduardo A. Chavez  
Special Agent in Charge  
Dallas Field Division

Date: \_\_\_\_\_

For the White Settlement Police Department:

\_\_\_\_\_  
Christopher Cook  
Chief of Police  
White Settlement Police Department

Date: \_\_\_\_\_



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

White Settlement Police Department, 8900 Clifford Street, White Settlement, Texas 76108

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

WHITE SETTLEMENT CHIEF OF POLICE CHRISTOPHER COOK

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

**United States Marshals Service**  
**Fugitive Task Force**  
**Memorandum of Understanding**  
**For Non-Federal Agencies**

Rev. 01/2022

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the **White Settlement, Texas Police Department** and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. RFTF/VOTF records and documents, including reports on RFTF/VOTF activity prepared in cases assigned to TFOs, will be maintained in USMS electronic records and/or paper case files. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request. This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. However, reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, or authorized TFO BWC recordings during RFTF/VOTF operations, and any TFO's task force related email or text exchanges are deemed federal records under the control and purview of USMS, regardless of where these records are generated or kept. If an applicable state records law mandates the disclosure of task force records, the parent agency must coordinate with the USMS prior to any proposed disclosure. If information developed during a RFTF/VOTF investigation is included in such a form, the TFO's department will maintain the information as an agent of the RFTF/VOTF. Documents containing information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive

program, or the use of sensitive equipment/techniques shall not be released outside of the USMS unless approved by the Office of General Counsel.

No information related to RFTF/VOTF activities may be disseminated at any time to any third party (including a non-task force law enforcement officer, other law enforcement agency, or prosecutor's office) by any task force member without the express permission of the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This prohibition applies to formal and informal communications, as well as reports, memoranda, or other records compiled during the course of RFTF/VOTF operations. This prohibition also applies to information conveyed in the course of testimony. All requests for task-force related testimony requires compliance with the DOJ Touhy Regulations, 28 C.F.R. § 16.21, et seq. TFOs receiving requests to testify in federal or state court must notify the Office of General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(ies). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

**RELEASE OF LIABILITY:** Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: TX-N VOTF**

**UNITED STATES MARSHAL:**

**Print Name:** Quintella Downs-Bradshaw

**Signature:**

**Date:**

**CDUSM / RFTF COMMANDER (where applicable):**

**Print Name:** Villarreal, Marco (USMS)

**Signature:**

**Date:**

**PARTNER AGENCY:**

**Name:** Chief of Police Christopher Cook

**Location** White Settlement, Texas

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** Sheldon Smith Sergeant

**Signature:**

**Date:**

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:** Richard Kelly

**Signature:**

**Date:**



To: City Council

From: Robert Nunley, Building Official

Date: June 7, 2022

The Planning and Development has received an application seeking to utilize the MUOD (Mixed Use Overlay District) for the approved uses "Manufacturing or Assembly Facility (light)" and "Warehousing and Storage Establishment", for Warehouse/Distribution with outside storage for property located at 1650 South Las Vegas Trail. MUOD zoning for this property was approved by Ordinance No. 2359-09. Permitted MUOD uses for this property were approved by Ordinance No. 2460-13.

This property, formerly Home Depot then BT Furnishings, meets the needs and requirements for parking, loading, storage, access and emergencies.

Staff recommends approval.

CITY OF WHITE SETTLEMENT  
PETITION FOR  
MIXED USE PERMIT

TO THE CITY COUNCIL  
AND ZONING COMMISSION  
WHITE SETTLEMENT, TEXAS

ITEM NO. \_\_\_\_\_  
DATE FILED \_\_\_\_\_

COMMISSIONERS:

I/We, respectfully, hereby request that a Mixed Use Permit be issued

to \_\_\_\_\_

Property Description-Address \_\_\_\_\_

Property Description-Lot \_\_\_\_\_ Block \_\_\_\_\_ Site \_\_\_\_\_

Survey/Addition \_\_\_\_\_ Tract \_\_\_\_\_

Total land area contained herein is \_\_\_\_\_ acres. Square feet \_\_\_\_\_

Status of plans: Site plans complete \_\_\_\_\_ Building plans complete \_\_\_\_\_

Letter of explanation for special use submitted: Yes \_\_\_\_\_ No \_\_\_\_\_

Existing zoning for land: \_\_\_\_\_

Mixed Use Permit requested for \_\_\_\_\_

Developer of Property Will Be: \_\_\_\_\_ Present Owner \_\_\_\_\_ Purchaser

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Owner's Address \_\_\_\_\_

Agent \_\_\_\_\_ Phone \_\_\_\_\_

Agent's Address \_\_\_\_\_

RESPECTFULLY SUBMITTED

Applicant

Address

|  |
|--|
|  |
|  |
|  |

CHERRY LANE

LANDSCAPE ADDITION

1650 S. CHERRY LANE  
WHITE SETTLEMENT, TX 76108

LANDSCAPE DOCUMENTS

PROJECT TEAM

OWNER REPRESENTATIVE  
TRADELANE PROPERTIES  
2215 YORK ROAD, SUITE 405  
OAK BROOK IL. 60523

TIM HAUERT  
PH: 630-320-5506

CONTRACTOR  
KC CONSTRUCTION SERVICES

T.B.D.

DESIGNER:  
P SHADE DESIGN, LLC.  
3839 MCKINNEY AVE #155-220  
DALLAS, TX 75204

PARKER SHADE, RID  
PH: 214.443.7880

PROJECT DATA

**CODES:**  
White Settlement code of ordinance  
Aug 2021 Subpart B  
Section 103, Article XI

**Occupancy: NO CHANGE IN  
OCC. TYPE USE.**  
Type:

**Irrigation System:** YES

**TDLR:** N/A

**Project scope:**  
ADDITIONAL LANDSCAPING  
PLANTING OF TREES

DRAWING INDEX

ARCHITECTURAL  
LS 1 LANDSCAPING



P SHADE DESIGN, LLC  
3839 McKinney Ave. #155-220  
Dallas, TX 75204

P: 214.443.7880

FOR BUDGET PRICING  
ONLY.

NOT FOR PERMIT OR  
CONSTRUCTION.

THE DRAWINGS AND WRITTEN MATERIAL  
HEREIN CONSTITUTE ORIGINAL WORK OF THE  
LICENSED DESIGNER, AND AS INTELLECTUAL  
PROPERTY AND INSTRUMENTS OF SERVICE,  
ARE SUBJECT TO COPYRIGHT AND MAY NOT  
BE REPRODUCED, DISTRIBUTED, PUBLISHED OR  
USED IN ANY WAY WITHOUT THE EXPRESS  
WRITTEN CONSENT OF THE DESIGNER.

1650 S. CHERRY LANE  
WHITE SETTLEMENT, TX 76108

LANDSCAPE ADDITION

DATE: 04.11.2022

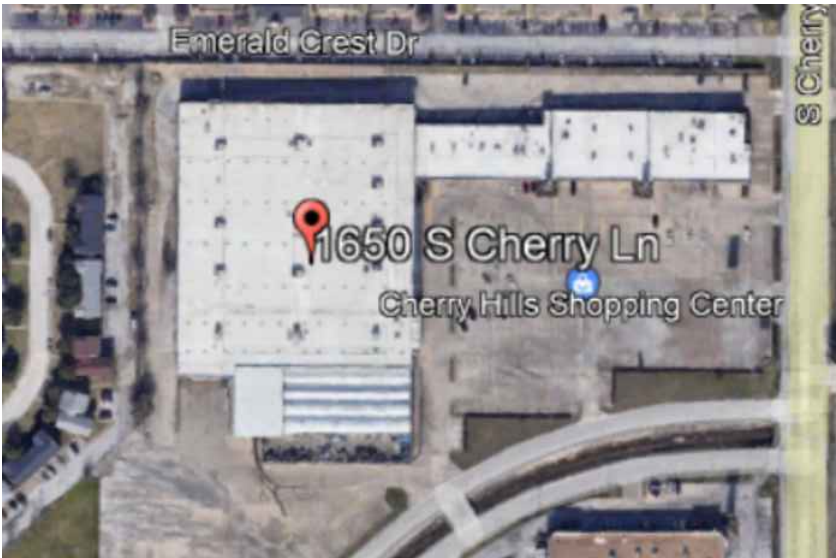
REVISIONS

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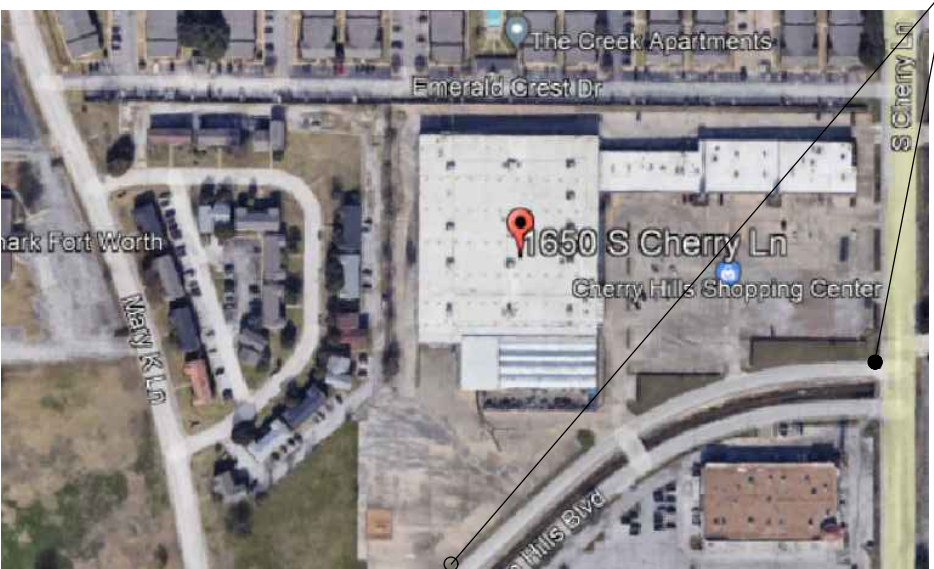
LANDSCAPE  
PLAN

LS 1

SITE MAP



VICINITY MAP



LANDSCAPE LEGEND

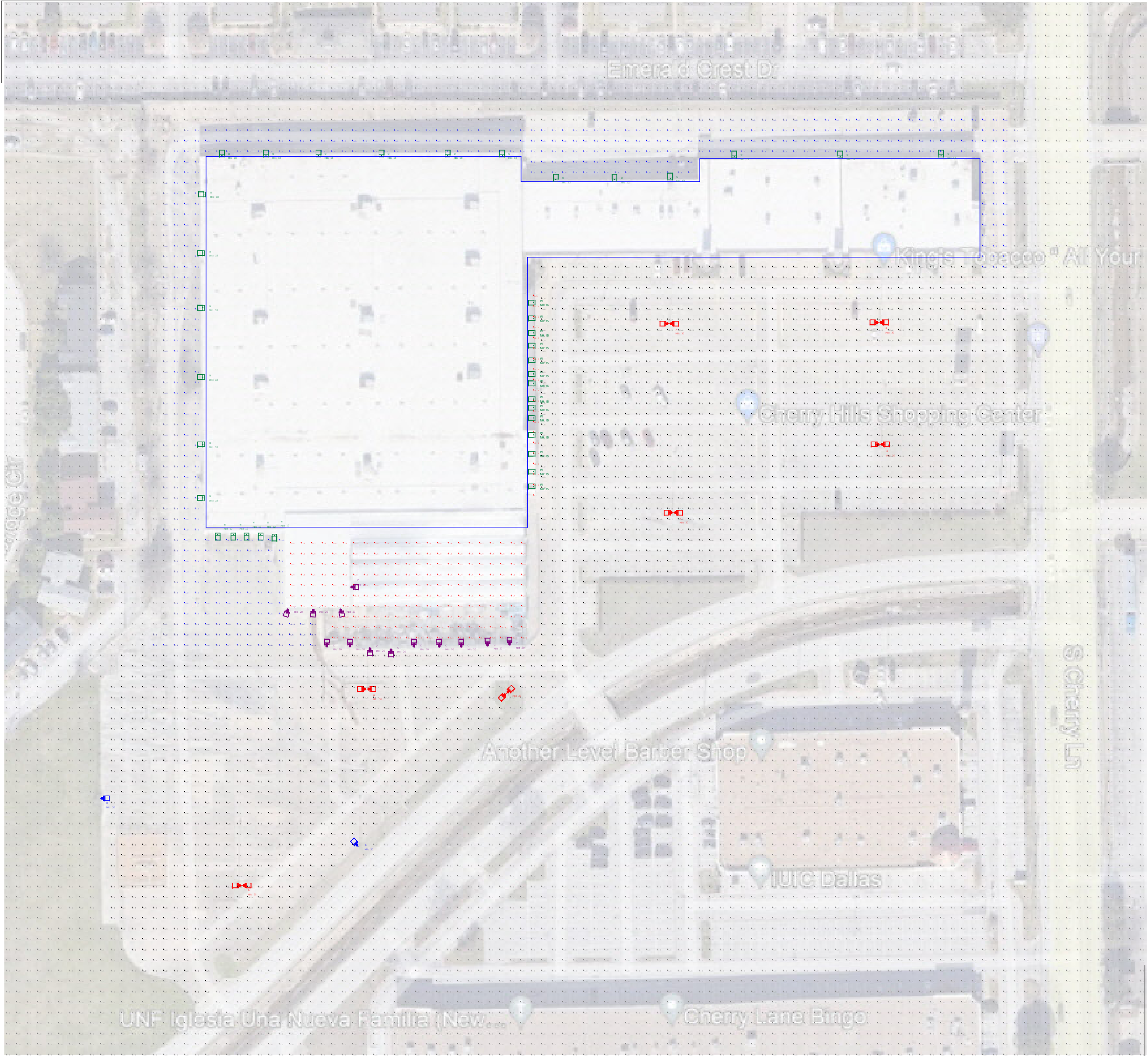
- PROPOSED 2.5 CALIPER LIVE OAK
- EXISTING GRASS AREA
- EXISTING SHRUBS

1 DEMOLITION PLAN

GRAPHIC SCALE

0 25 50 100

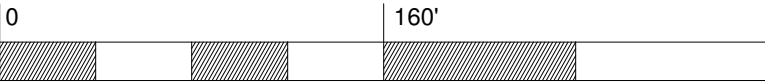


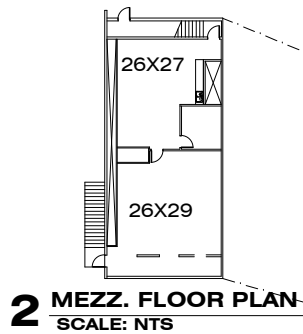
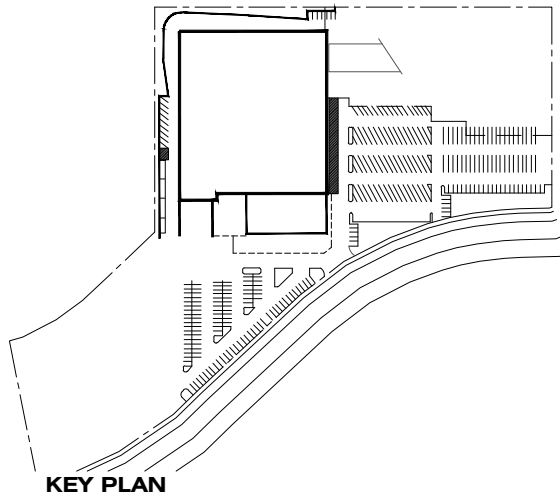


| Luminaire Schedule |     |       |             |                |             |             |
|--------------------|-----|-------|-------------|----------------|-------------|-------------|
| Symbol             | Qty | Label | Arrangement | Lumens/LampLLF | Total Watts | Description |
|                    | 7   | A     | BACK-BACK   | 42728          | 0.950       | 4200        |
|                    | 2   | B     | SINGLE      | 40312          | 0.950       | 600         |
|                    | 37  | W     | SINGLE      | 6100           | 0.950       | 1665        |
|                    | 13  | C     | SINGLE      | 19750.1        | 0.950       | 1950        |

| Calculation Summary |       |      |     |         |         |
|---------------------|-------|------|-----|---------|---------|
| Label               | Avg   | Max  | Min | Avg/Min | Max/Min |
| Rear Drive          | 1.65  | 17.8 | 0.0 | N.A.    | N.A.    |
| Retail Lot          | 2.88  | 22.7 | 0.0 | N.A.    | N.A.    |
| Retail Yard South   | 5.44  | 20.4 | 0.5 | 10.88   | 40.80   |
| Site Calcs          | 0.12  | 13.0 | 0.0 | N.A.    | N.A.    |
| STORE FRONT         | 12.90 | 17.3 | 6.1 | 2.11    | 2.84    |

EXISTING POLES ON SITE  
CONTRACTOR TO VERIFY MOUNTING, COLOR AND VOLTAGE  
PRIOR TO PLACING ANY ORDER



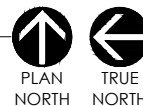
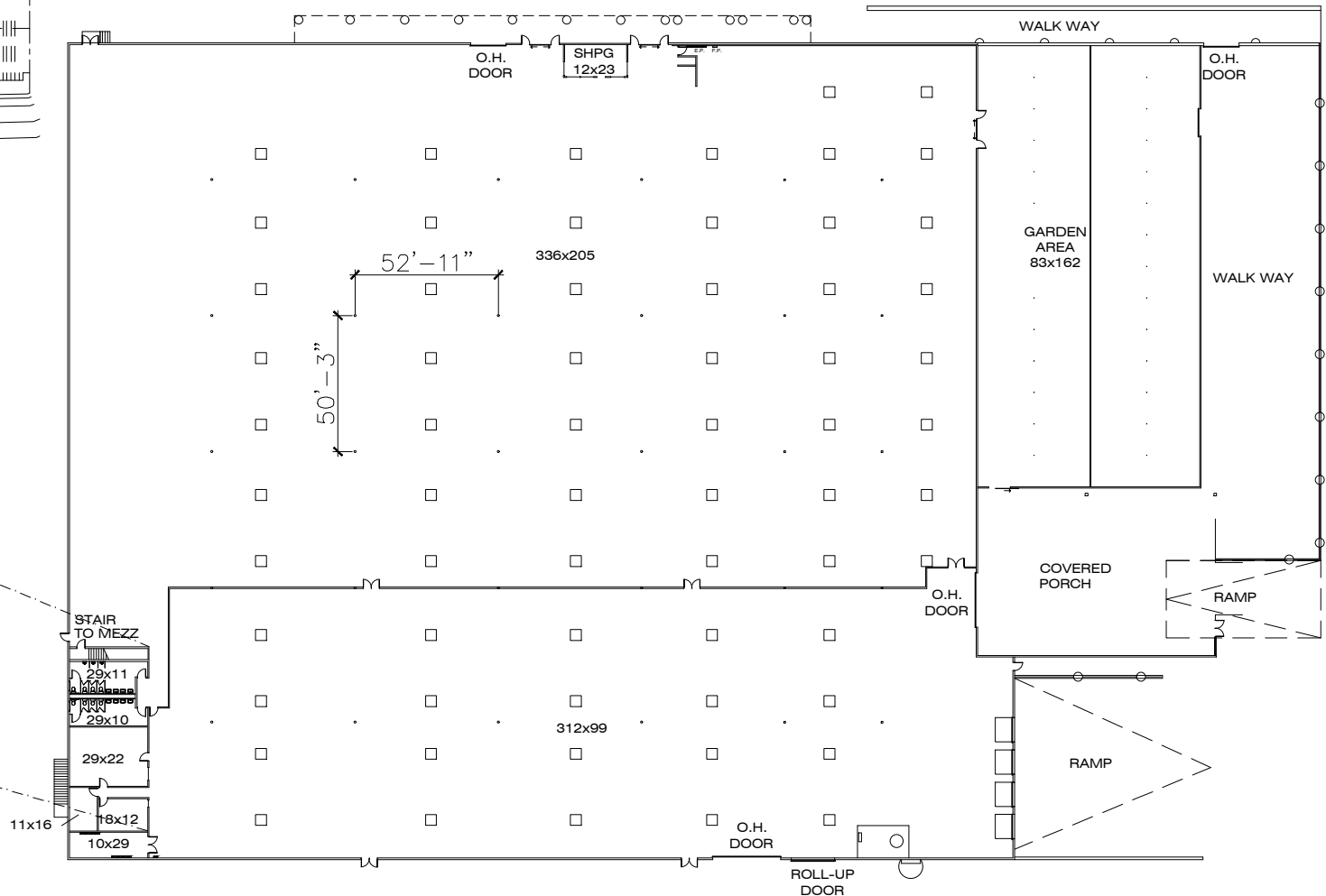


#### BUILDING FEATURES

- OVER HEAD ROLLING DOORS
  - (1) 10X13
  - (1) 20X12
  - (1) 25X13
- 18' CEILING HEIGHT AT WAREHOUSE
- FULLY SPRINKLED
- BEAM OVER TRUCK DOCK ENTRY IS 21'-4"
- SOUTH END LOWEST BEAM INSIDE IS 18'-0"
- NORTH END LOWEST DECK IS 21'-2"
- NORTH END BEAM HEIGHT IN MEZZ. IS 7'-10"
- LOWEST BEAM IN GREENHOUSE IS 12'

#### BUILDING SUMMARY

|             |            |
|-------------|------------|
| OFFICE      | 2,255 SF   |
| MEZZANINE   | 1,933 SF   |
| WAREHOUSE   | 100,157 SF |
| GARDEN AREA | 13,550 SF  |
| GRAND TOTAL | 117,895 SF |



FOR REFERENCE ONLY

2.23.2022

DEMOLITION MAKE READY

1650 S. CHERRY LANE  
WHITE SETTLEMENT, TX 76108

DEMOLITION DOCUMENTS

PROJECT TEAM

TENANT REPRESENTATIVE  
TRADELANE PROPERTIES  
2215 YORK ROAD, SUITE 405  
OAK BROOK IL. 60523

TIM HAUERT  
PH: 630-320-5506

CONTRACTOR  
KC CONSTRUCTION SERVICES  
2221 MANANA DR #110  
DALLAS, TX 75220

JD KEISEL  
PH: 214-350-7669

DESIGNER:  
P SHADE DESIGN, LLC.  
3839 MCKINNEY AVE #155-220  
DALLAS, TX 75204

PARKER SHADE, RID  
PH: 214.443.7880

PROJECT DATA

CODES:  
2015 International Building Code  
2015 International Fire Code  
2015 International Mechanical Code  
2015 International Plumbing Code  
2014 National Electrical Code

Construction Type: II-B

Occupancy: NO CHANGE IN OCC.  
TYPE USE:  
Type: S1 117,895 SF

Fire Sprinkler System: YES

TDLR: N/A (TAS EXEMPTION 202.3.#1 )

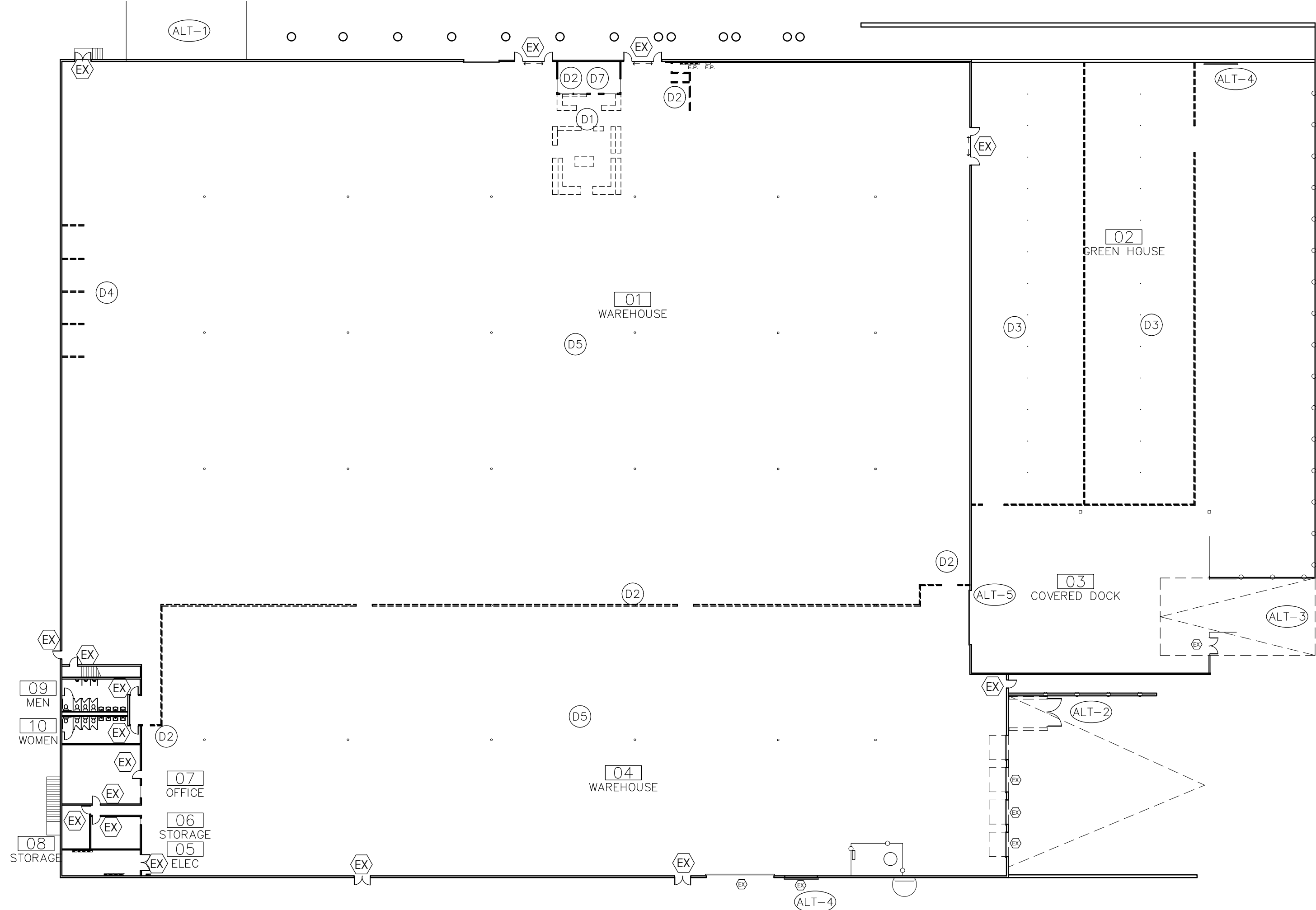
Project scope is to remove warehouse  
demising walls to provide open  
continuous warehouse space. Current  
warehouse spaces are 100% air  
conditioned and open to deck.  
NO NEW WALLS/ DOORS/ EQUIPMENT,  
OR MILLWORK NEEDED

DRAWING INDEX

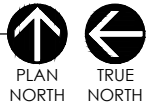
ARCHITECTURAL  
D1.0 - DEMOLITION PLAN

MEP ENGINEERING  
N/A ALL EXISTING MEP'S  
TO REMAIN AS IS WHERE  
NOT DEMOED.

STRUCTURAL ENGINEERING  
N/A ALL EXISTING  
STRUCTURAL ELEMENTS TO  
REMAIN. DEMO WALLS ARE  
NON-LOAD BEARING.



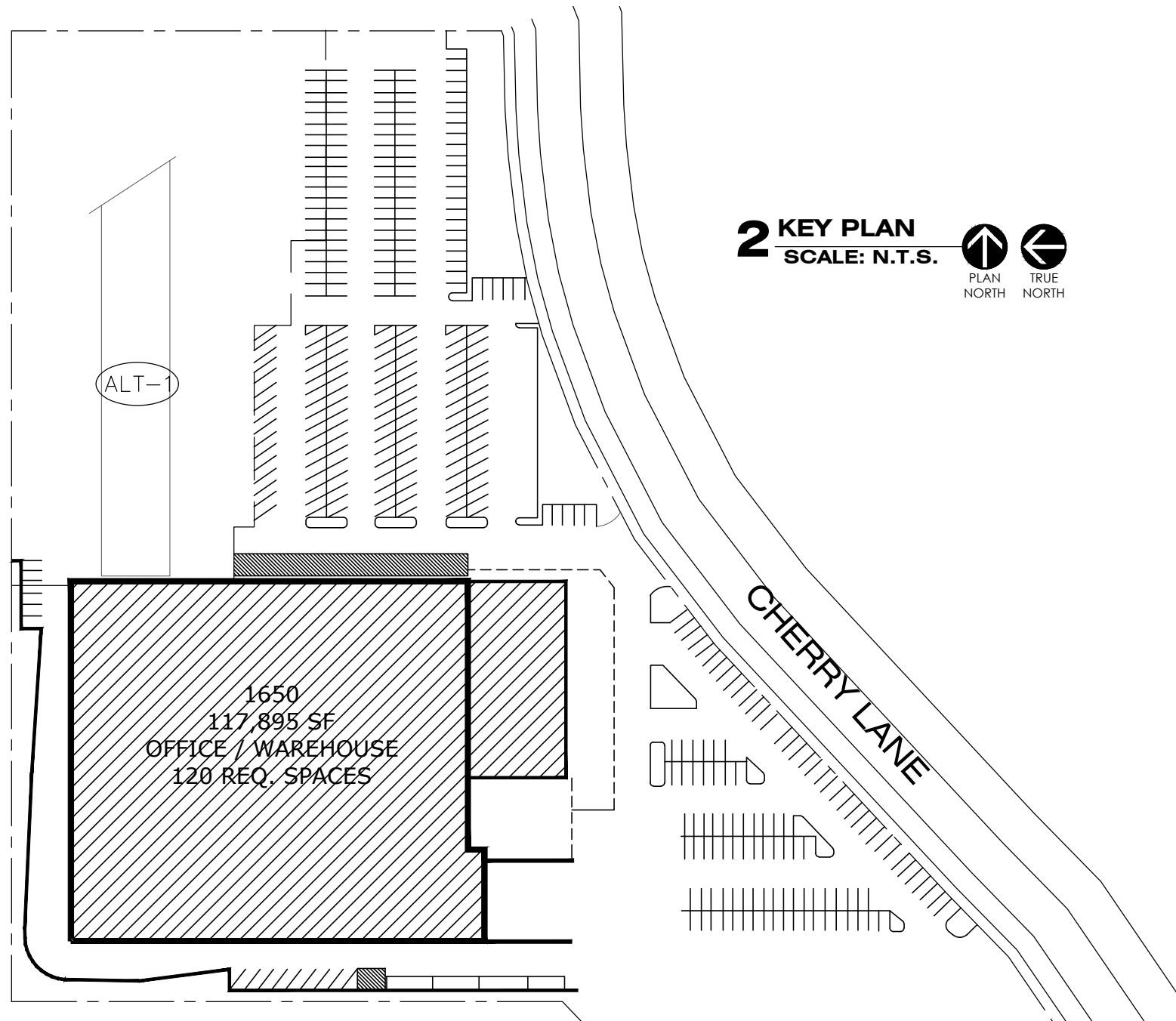
1 DEMOLITION PLAN  
SCALE: 1 / 32" = 1'-0"



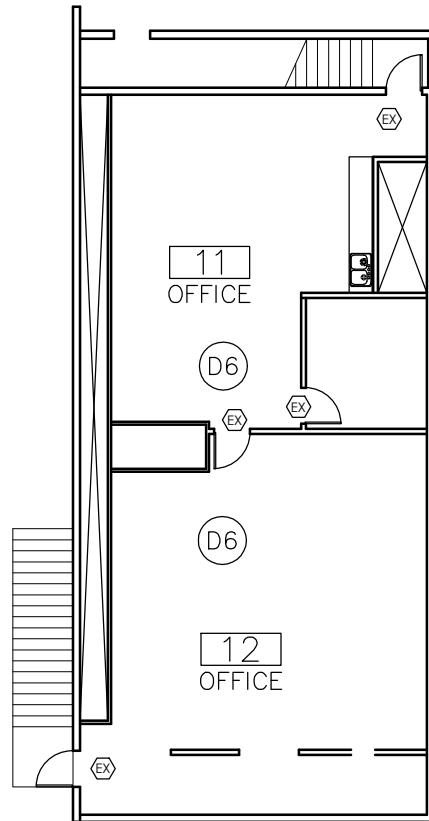
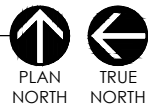
DOOR SCHEDULE

| DOOR # | MATERIAL           | SIZE | FINISH | FRAME | 18" SIDELITE | LOCKSET FUNCTION | CLOSER | FIRE RATING | NOTES |
|--------|--------------------|------|--------|-------|--------------|------------------|--------|-------------|-------|
| EX     | EXISTING TO REMAIN |      |        |       |              |                  |        |             |       |

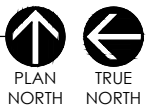
NO NEW WALLS, SO NO NEW WALL TYPES NEEDED.



2 KEY PLAN  
SCALE: N.T.S.



1 DEMOLITION PLAN, MEZZANINE  
SCALE: 1 / 16" = 1'-0"



GENERAL DEMOLITION NOTES

- CARE IS TO BE TAKEN TO PRESERVE ALL FINISHES ON THE WALLS, FLOORS AND CEILINGS THAT ARE TO REMAIN. PROTECTION OF WALLS AND FLOORS IN ALL AREAS IS TO BE PLACED PRIOR TO BEGINNING DEMOLITION. ALL WALLS, FURR DOWNS AND MILLWORK TO BE REMOVED ARE TO BE REMOVED IN A NEAT AND CAREFUL MANNER TO LEAVE A SMOOTH STRAIGHT TRANSITION AFTER REMOVAL.
- ALL ELECTRICAL IN THE DEMO WALLS ARE TO BE REMOVED BACK TO THE NEAREST JUNCTION BOX. ALL COMPLETE CIRCUITS REMOVED DEMO WIRING BACK TO PANEL BOX AND MARK BREAKER ARE 'SPARE'.
- REMOVE EXISTING NON-COMPLIANT FIRE ALARM STROBES AND PROVIDE NEW WHERE APPROPRIATE THROUGHOUT. CONSTRUCTION MANAGER APPROVED SUB-CONTRACTOR TO PERFORM WORK.
- REMOVE INDICATED DOORS, SIDELIGHTS, HARDWARE, AND FRAMES AND COORDINATE WITH CONSTRUCTION MANAGER IF TO BE SAVED FOR REUSE AND LOCATION OR DISCARDED.
- ALL FLOORING AND BASE TO BE REMOVED THROUGHOUT, U.N.O. SCRAPE AND CLEAR FLOORS BACK TO SLAB.
- REMOVE ALL ABANDONED EQUIPMENT, LIGHTS, SPEAKERS, CABINETS, AND SIGNAGE.
- REMOVE ALL HIGH BAY LIGHTING, U.N.O. PER CODE
- REMOVE ALL NON-ADA COMPLIANT HARDWARE AND DISCARD.
- REMOVE ALL ABANDONED ITEMS FROM WALLS AND DISCARD. PATCH WALLS AS REQUIRED FOR NEW FINISHES. GC IS RESPONSIBLE TO IDENTIFY AND VERIFY ALL ITEMS WITH CONSTRUCTION MANAGER.
- ALL HVAC RTUS, DUCTWORK, GRILLS, AND ASSOCIATED DIFFUSERS CABLING AND BRACING IN AREAS TO REMAIN.
- RELOCATE ALL THERMOSTATS FROM REMOVED WALLS TO NEAREST REMAINING PROPOSED OFFICE INTERIOR WALLS OR COLUMNS SO THAT THE TEMPERATURE SENSORS CONTINUE TO READ THE SAME AREAS AS PREVIOUS U. N. O.
- REWORK SPRINKLER SYSTEM AT REMOVED CEILINGS BACK UP TO BELOW DECK AS REQUIRED PER CODE. PLACE ALL SPRINKLER HEADS PER CODE.
- ALL SPRINKLER HEADS TO HAVE CLEAN ESCUTCHEONS AT ALL CEILINGS.
- REMOVE ALL ABANDONED DATA & PHONE CABLE THROUGHOUT.
- REMOVE ALL REMAINING ABANDONED WAREHOUSE EQUIPMENT, PRODUCT, MATERIALS, RACKING, ETC. AND DISCARD.
- REPAIR ALL RTUS ABOVE OFFICE SPACE AND PLACE IN GOOD WORKING ORDER. COORDINATE WITH PROJECT MANAGERS FOR NECESSARY CHANGES..
- CLEAN ALL GLASS AND GLAZING TO LIKE NEW CONDITION BOTH INSIDE AND OUT.
- REMOVE ALL SECURITY DEVICES AND ALL ASSOCIATED WIRING, CABLING, AND CONDUIT AND DISCARD.
- ALL DEMOLITION MATERIALS NOTED AS TO REMOVE OR DISCARD ARE TO BE LEGALLY DISPOSED.

- INSPECT EXISTING FIRE RISER AND PUMP FOR DEFICIENCIES AND RECOMMEND CORRECTIONS TO BE TAKEN TO BE BROUGHT TO GOOD, WORKING ORDER CAPABLE OF INSPECTION
- INSPECT ALL DOCK DOORS, BUMPERS AND LEVELERS FOR DEFICIENCIES AND ADVISE AS TO COST AND METHOD TO REPAIR AS NEEDED
- INSPECT ALL PLUMBING IN RESTROOMS AND BRING TO GOOD WORKING ORDER

DEMOLITION KEY NOTES

- DEMO ALL EXISTING MILLWORK THIS AREA. MAKE SAFE ANY ELECTRICAL CONNECTIONS OR OUTLETS, PULL WIRING BACK TO BREAKER PANEL AND LABEL FULLY ABANDONED CIRCUITS AS 'SPARE'.
- DEMO WALLS AND DOORS, REMOVE ANY ELECTRICAL FIXTURES AND PULL WIRING BACK TO BREAKER AND LABEL FULLY ABANDONED CIRCUITS AS 'SPARE'
- DEMO ENTIRE GARDEN GREEN HOUSE STRUCTURE DOWN TO CONCRETE. REMOVE ALL UTILITIES. PULL WIRING BACK TO BREAKER PANEL AND LABEL AS 'SPARE' FILL ALL HOLES IN CONCRETE AND PATCH HOLES IN WAREHOUSE WALL
- DEMO EXISTING SHORT WALLS AND WOOD PANELS FROM WALL THIS AREA.
- REMOVE ALL HIGH BAY LIGHTING AND PREPARE FOR NEW LIGHTING FIXTURES. MAINTAIN FIXTURES AS NEEDED PER CODE UNTIL NEW FIXTURES ARE INSTALLED
- DEMO EXISTING FLOORING IN MEZZANINE TO CONCRETE SLAB
- DEMO RAISED FLOOR TO ORIGINAL CONCRETE SLAB. LEAVE IN BROOM CLEAN CONDITION.

- PROVIDE COST TO COMPLETELY DEMO ADJACENT BUILDING INCLUDING ALL UTILITIES AND CONCRETE FOUNDATION TO ROUGH GRADE
- PROVIDE COST TO DEMO EXISTING CMU ENCLOSURE AND SAW OUT OPENING IN WALL TO ADD ANOTHER DOCK DOOR. INCLUDE ALLOWANCE OF \$8,000 FOR NEW STRUCTURAL STEEL SUPPORT SYSTEM AROUND OPENING.
- PROVIDE COST TO SAW OUT AND DEMO EXISTING RAMP AND SOIL FOR RECONSTRUCTION OF NEW DOCK HEIGHT. LOADING AREA WITH ANGLE IRON EDGE AND DOCK BUMPERS AT HEIGHT TRANSITION LINE INDICATED
- PROVIDE COST TO REMOVE EXISTING, ABANDONED DOCK DOOR AND FULLY ENCLOSE WITH CMU AND FINISH MATERIALS TO MATCH ADJACENT CONSTRUCTION AS NEEDED.
- PROVIDE COST TO REPLACE 25' O.H. DOOR AT SOUTH END OF GARAGE WITH NEW TO MATCH EXISTING SPEC.

SYMBOLS LEGEND

- EXISTING, BUILDING WALL
- EXISTING INTERIOR PARTITION
- EXISTING WALL TO BE REMOVED
- NEW PARTITION TO CEILING
- NEW DEMISING WALL TO DECK
- ROOM NUMBER  
ROOM NAME
- ALIGN FINISH TO EXISTING
- DOCK HEIGHT CHANGE
- EXISTING GLAZING AND FRAME TO REMAIN
- EXISTING GLAZING AND FRAME TO BE DISCARDED
- WALL TYPE
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED AND SAVED FOR POSSIBLE RE-USE



P SHADE DESIGN, LLC  
3839 McKinney Ave. #155-220  
Dallas, TX 75204

P: 214.443.7880



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1650 S. CHERRY LANE  
WHITE SETTLEMENT, TX 76108

DEMOLITION MAKE READY

DATE: 03.10.2022

REVISIONS

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DEMOLITION  
PLAN

D1.0



To: City Council

From: Robert Nunley, Building Official

Date: June 7, 2022

City staff has received an application for a Community Facility Agreement to install a new sewer line. Currently, there are plans to develop the property located at 2011 S Las Vegas Trail. The sewer line feeding the property is undersized for the development and will be upsizing to an 8" steel incased sanitary sewer line. The line will be 75.4LF and installed by boring under the road. This will cause the least possible impact to traffic during installation.



# 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](mailto:permits@wstx.us)

## DEVELOPER INFORMATION:

Developer: Quick Service REALCO  
Developer's officer / agent: Tommy Morgan  
Address: 10950 Grandview Drive, Suite 300, Overland Park, KS 66210  
Business Phone: 610-412-6636 Other Phone \_\_\_\_\_ email: TMORGAN@kbpbrands.com

## PROJECT INFORMATION:

Project Name: Proposed KFC Restaurant Project Manager (if different from Developer):  
Project address or location: 2011 S Las Vegas Trail, Tarrant county, White settlement, Texas  
Legal Description: Western Hills Park Addition Site 12A12B  
Description of improvements to be made: Proposed sewer line to bore across Las Vegas Trail R.O.W.

## 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](mailto: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          | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | If no, explain _____      |
| Storm drainage     | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | If no, explain <u>N/A</u> |
| Street Improvement | <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | If no, explain <u>N/A</u> |

## COST ESTIMATES:

|                    |                     |
|--------------------|---------------------|
| Water facilities   | \$ <u>N/A</u>       |
| Sanitary sewage    | \$ <u>36,264.10</u> |
| Storm drainage     | \$ <u>N/A</u>       |
| Street Improvement | \$ <u>N/A</u>       |

Summary of applicable fees:

| Type           | Estimated Construction Cost | Inspection Fee     | % |
|----------------|-----------------------------|--------------------|---|
| 1. Water       | \$ <u>N/A</u>               | \$ <u>N/A</u>      |   |
| 2. Sewer       | \$ <u>36,264.10</u>         | \$ <u>1,450.56</u> |   |
| 3. Storm Drain | \$ <u>N/A</u>               | \$ <u>N/A</u>      |   |
| 4. Streets     | \$ <u>N/A</u>               | \$ <u>N/A</u>      |   |

Signature: Tommy Morgan Date: 04/28/2022  
Printed Name: Tommy Morgan Title: Developer Construction Manager

City Use Only: Received on \_\_\_\_\_ Reviewed & Filed by \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

WHEREAS, Quick Service REALCO of Tarrant County, Texas, hereinafter called "Developer", desires to make certain improvements to property legally described as Western Hills Park Addition Site 12A2B, City of White Settlement, Tarrant County, Texas, for the development of a fast-food restaurant; 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, Quick Service REALCO, 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 \$ N/A.
- c. The Developer agrees that the cost of the sanitary sewage facilities to serve the development herein concerned is estimated to be \$ 36,264.10.

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 \$ N/A.

### 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 \$ N/A.

### Fees:

- a. The Developer agrees to the following fees:

| Type:       | Estimated Construction Cost: | Inspection Fee:    |
|-------------|------------------------------|--------------------|
| Water       | \$ <u>N/A</u>                | \$ <u>N/A</u>      |
| Sewer       | \$ <u>36,264.10</u>          | \$ <u>1,450.56</u> |
| Storm Drain | \$ <u>N/A</u>                | \$ <u>N/A</u>      |
| Streets     | \$ <u>N/A</u>                | \$ <u>N/A</u>      |

Total Fees due: \$ \$36,264.10

Submitted to Planning and Development on 04/15/2022.

| Proposed R.O.W Sewer Improvements     |                                |      |          |            |                  |
|---------------------------------------|--------------------------------|------|----------|------------|------------------|
| Opinion of Probable Cost              |                                |      |          |            |                  |
|                                       |                                |      |          |            | Date: 01/28/2022 |
| Item No.                              | Item Description               | Unit | Quantity | Unit Price | Total Amount     |
| 1                                     | 8" (PVC) Sewer pipe SDR 26     | LF   | 75       | \$110.00   | \$8,294.00       |
| 2                                     | Steel Casing (Bore)            | LF   | 75       | \$200.00   | \$15,080.00      |
| 3                                     | Steel Encasement               | LF   | 10       | \$216.00   | \$2,160.00       |
| 4                                     | Connection to Existing Manhole | EA   | 1        | \$500.00   | \$500.00         |
| 5                                     | Pre cast manhole               | EA   | 1        | \$5,500.00 | \$5,500.00       |
| Subtotal:                             |                                |      |          |            | \$31,534.00      |
| 15% Contingency                       |                                |      |          |            | \$4,730.10       |
| Total Estimated Cost of Improvements: |                                |      |          |            | \$36,264.10      |

#### Notes:

1. The quantities used in this cost estimate are based on design of the proposed facilities on within the Construction Plans titled "Water and Wastewater Plan" prepared by Dynamic Engineering Consultants, PC dated 01/28/2022.
2. The unit pricing included is appropriate and is based upon available pricing indices or this firms historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.
6. This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for pro forma or finance purposes.
3. Temporary Traffic Control is not included within this estimate
4. Erosion Control Measures are not included within this estimate
5. This opinion of probable construction cost is for bonding purposes only.

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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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: Quick Service RealCo

Name: Tommy Morgan

Title: Construction manager

For the City:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

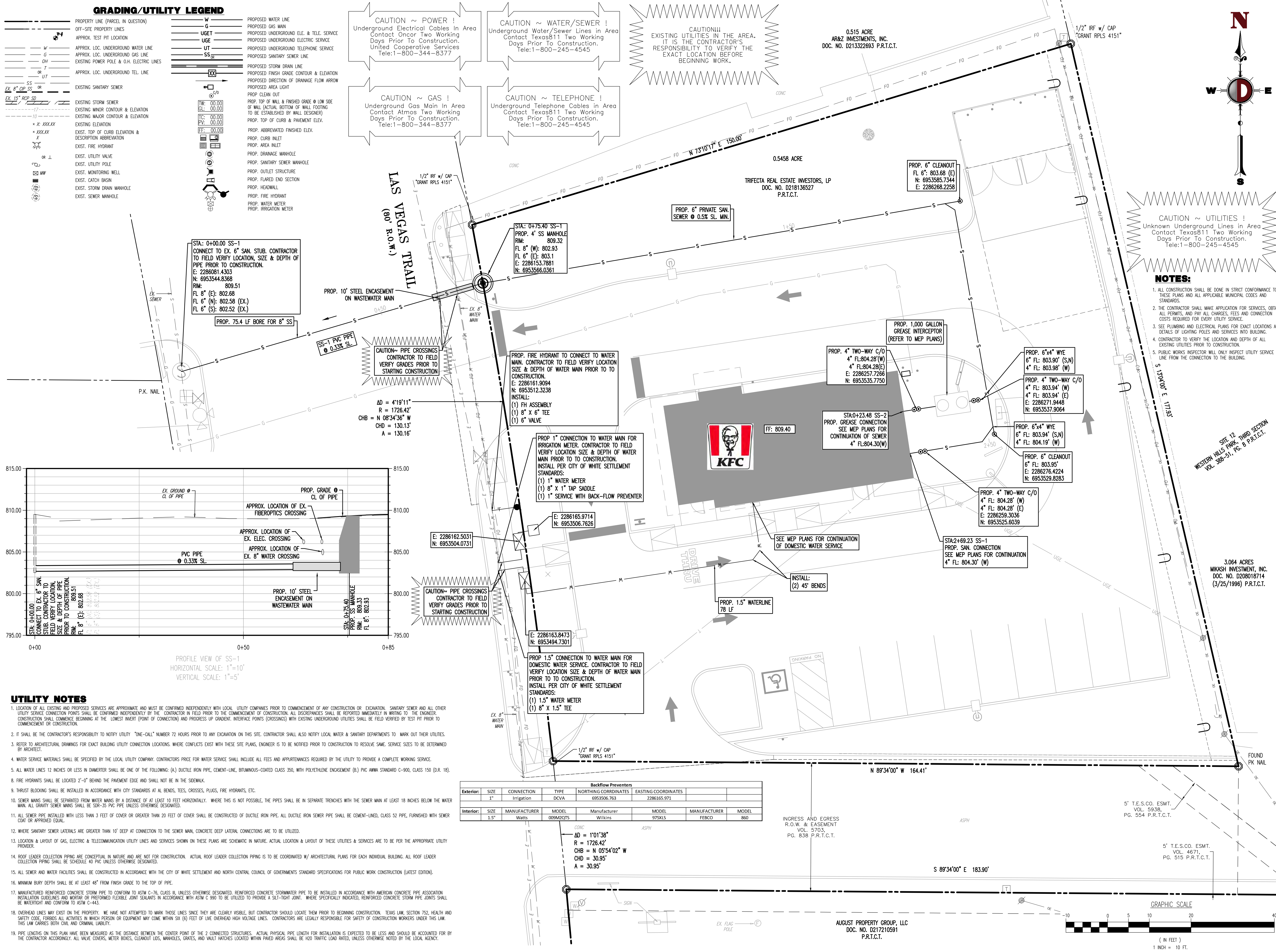
ATTEST:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

( SEAL )





James  
DeOtte  
Engineering  
Inc.

Civil Engineering

Land Surveying

Construction Management

Hydrologic and Hydraulic Modeling

June 2, 2022

Mr. Robert Nunley  
Building Official  
City of White Settlement  
White Settlement, Texas 76108

Ref: Community Facilities Agreement (CFA)  
Construction Notice to Proceed  
Kentucky Fried Chicken  
2011 South Las Vegas Trail  
White Settlement, Texas

Dear Mr. Nunley:

James DeOtte Engineering, Inc. (JDEI) serving as City Engineer for the City of White Settlement has reviewed the submitted CFA documents and recommend their approval by City Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Darby', written over a large, stylized, hand-drawn oval shape.

Brian Darby, P.E.  
Vice President

CC:  
Amy Arnold, TRMC, CMC, City Secretary, City of White Settlement



James  
DeOtte  
Engineering  
Inc.

Civil Engineering

Land Surveying

Construction Management

Hydrologic and Hydraulic Modeling

June 2, 2022

Tommy Morgan  
Construction Manager  
Quick Service REALCO

Ref: Community Facilities Agreement (CFA)  
Construction Notice to Proceed  
Kentucky Fried Chicken  
2011 South Las Vegas Trail  
White Settlement, Texas

Dear Mr. Morgan:

James DeOtte Engineering, Inc. (JDEI) serving as City Engineer for the City of White Settlement has reviewed the submitted CFA documents **and pending City Council approval at the June 7, 2022, meeting** gives instruction to begin the project with the facilities to be completed with ninety (90) calendar days.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Darby', written over a large, stylized, hand-drawn oval shape.

Brian Darby, P.E.  
Vice President

CC:

Robert Nunley, Building Official, City of White Settlement  
Larry Hoover, CPM, Directory of Public Works, City of White Settlement  
Eric Worley, Project Inspector, City of White Settlement  
Amy Arnold, TRMC, CMC, City Secretary, City of White Settlement



To: City Council  
From: Jeffery J. James, City Manager  
Krystal Crump, Finance Director  
Shannon Jordan, Human Resource, Risk Management, Civil Service  
Date: June 7, 2022

The City issued Request for Proposal (RFP) #2022-002 for Employee Benefit Insurance Broker and Consulting Services on March 15, 2022. It was advertised in the Fort Worth Star Telegram on March 15 and March 22, 2022 and posted on Public Purchase beginning on March 15, 2022. The sealed proposals were due at 2 pm on April 6, 2022, at which time all RFPs were opened. The City received 7 submissions for the RFP.

A panel of five City employees were selected to review the RFP submissions and each was scored based on:

- Management – 30%
- Experience – 30%
- Digital Platform – 15%
- Response – 10 %
- Price – 15%

From this initial review / evaluation, the panel narrowed the proposals to four. The panel then invited the top four to present in person and each panelist scored the presentations on:

- Management – 30%
- Online Platform – 30%
- Answer to panelist questions - 30%
- Preparedness – 10 %

After the presentations by the finalists, Higginbotham was ranked first with a score of 9.70.

The annual fee will be \$33,600.00, an increase of \$3,600 per year. The staff's opinion is that maintaining our relationship with Higginbotham will be beneficial to the employees and the City in the long run due to the unknown fluctuation in medical rates and Higginbotham's knowledge of the City and our employee needs.

Staff recommends that City Council awards a contract and authorize the City Manager to enter into a contract with Higginbotham to act as the City's broker and consultant for employee benefits and insurance.



RFP 2022-002  
Insurance / Benefits Broker /  
Consulting Services  
Contract Award  
Recommendation

# RFP 2022-002 Advertisement

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- The City solicited proposals for a company to act as our broker and consultant for employee insurance and benefits coverage
- The RFP (Request for Proposal) was advertised in the Fort Worth Star Telegram for two weeks as required by State law on March 15 and 22, 2022. It was also advertised on the City website and the Public Purchase website.
- The seven received proposals were opened on April 6, 2022.

# RFP 2022-002 Evaluation

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- After opening, the proposals were reviewed by Purchasing for responsiveness to make sure that all submissions met the minimum requirements set out in the RFP.
- The annual cost for each proposal was calculated and scored according to the weight assigned in the RFP.
- A committee of City employees reviewed, evaluated and scored the proposals according to the criteria set out in the RFP.
- The proposals were ranked according to those scores.

# RFP 2022-002 Proposal Ranking

---

- |                                |      |
|--------------------------------|------|
| 1. HUB International:          | 8.37 |
| 2. Holmes Murphy & Associates: | 7.88 |
| 3. IMA Corporation:            | 7.82 |
| 4. Higginbotham:               | 7.79 |
| 5. Arthur J. Gallagher & Co.:  | 7.65 |
| 6. Nexben:                     | 4.69 |
| 7. Cuellar & Associates:       | 4.59 |

# RFP 2022-002 Final Ranking

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- After the proposals were scored and ranked, the top four were declared finalists and invited to come in for interviews and to demonstrate their online platforms for benefits enrollment and billing from the individual carriers. The interviews and presentations were scored and ranked by the committee:
  1. Higginbotham: 9.70
  2. Holmes Murphy: 9.32
  3. IMA Corporation: 8.94
  4. HUB International: 8.14

# RFP 2022-002 Recommendation

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- The committee discussed the rankings and, based on the proposals, interviews, and presentations, recommends that Higginbotham be awarded the contract.
- The term of the contract is for one year with up to four renewals for a possible total of five years.
- The base annual cost of this contract is 31,999.92 with additional costs for administering the COBRA program, non-discrimination testing and ACA reporting.



To: City Council  
From: Larry Hoover, CPM  
Director of Public Works  
Date: June 7, 2022

At the September 7, 2021 Council meeting staff presented a Professional Service Agreement for DeOtte Engineering to design, bid and provide engineering construction services for the Tacoma and Colton Sewer line project. Staff has received and approval the design and approved the plans for Bidding.

Horseshoe Construction Inc. was one of five bids submitted for the project. The low bid is \$292,068.00 which is funded in the Water and Sewer Capital Bond fund.

The project will utilize pipe bursting technology in the back yards of residential homes on Tacoma and Colton from Cherry Lane to Grants lane. There will be a small amount of open cut primarily on Ozona in the Right of way that will have some pavement repairs. The Company submitted an extensive reference list that is included with excellent reviews.

Staff recommends approval.

May 11, 2022

Mr. Larry Hoover, CPM  
Director of Public Works  
City of White Settlement  
White Settlement, TX 76108

Ref: RFP 2022-004 Tacoma and Colton Sewer Improvements  
Reference Validation – Horseshoe Construction, Inc.

Dear Mr. Hoover:

Horseshoe Construction, Inc. submitted the lowest bid for this project and provided previous relevant project references (see attached). We called the public entity references and following is the feedback we received.

Jacksonville Wastewater Utility (Arkansas)

Project Scope: Sewer Pipe Bursting

5,600 LF of 8" & 10" – May 2020 / 5,700 LF of 6" & 8" – June 2019

Contact: Paul Richards, 501-982-0581

- Public pipe bursting sewer project? They were low bidder on a 5-year maintenance contract.
- Completed on schedule? Yes. The only concerns were the length of time to clean up a project after sewer work completed.
- Was project completed within budget? Yes.
- Any change orders? What were they? None.
- Were they cooperative? Yes. There were a few occasions when a language barrier between their staff and residents or the City needed a superintendent to intervene.
- Were you overall satisfied with their service? Yes, they did good work.
- Would you hire them again? Yes.

North Little Rock Wastewater Utility (Arkansas)

Project Scope: Sewer Rehab & Pipe Bursting

Contact: Scott Kirby, Chief Engineer, 501-945-7186

Returned phone message:

They have completed a number of projects over the past 7 years for us and have performed well on all of them.

City of La Porte (Texas)

Project Scope: Sewer Pipe Bursting ~2,100 LF of 8" & 12" – October 2018

Contact: Robert Banks, 281-470-5108

- Public pipe bursting sewer project? Yes, and with slip lining as part of a maintenance contract.
- Completed on schedule? Only issue was mobilization on emergencies or small jobs took a while as they were not officed closed by.
- Was project completed within budget? Yes.
- Any change orders? What were they? No surprises.
- Were they cooperative? Yes, no problems.
- Were you overall satisfied with their service? Satisfactory.
- Would you hire them again? Yes.

City of Fort Supply (Oklahoma)

Project Scope: Sewer Pipe Bursting ~1,700 LF of 8" & 10" – July 2021

Contact: Danny Wilson, 580-334-7318

- Public pipe bursting sewer project? Yes.
- Completed on schedule? Ahead of schedule
- Was project completed within budget? Yes.
- Any change orders? What were they? A couple of minor ones.
- Were they cooperative? Great operators moving between multiple existing utilities.
- Were you overall satisfied with their service? Awesome job and very professional and good to work with.
- Would you hire them again? In a heartbeat.

City of Groves (Texas)

Project Scope: Sewer Pipe Bursting ~2,600 LF of 8" – April 2019

Contact: Michael Tentrup, 409-960-5704

- Public pipe bursting sewer project? Yes. CDBG grant project.
- Completed on schedule? I believe so.
- Was project completed within budget? I believe so.
- Any change orders? No.
- Were they cooperative? Fine, no issues or bad memories.
- Were you overall satisfied with their service? Yes.
- Would you hire them again? Yes.

Runyan SID 221 (Arkansas)

Project Scope: Sewer Pipe Bursting ~12,000 LF of 8" – May 2021

Contact: Bob Evans, 501-920-9808

- Public pipe bursting sewer project? Yes.
- Were they cooperative? Thumbs up. They bent over backwards to do the job. We had to follow up on a past project by a different contractor that they fixed in a day and half as an extra in addition to their contract. The only issue is that you need an English-speaking foreman present to communicate with their crew.
- Were you overall satisfied with their service? I have been in the business for 42 years and have dealt with a lot companies and I would put them at the very top of list. You couldn't find a better crew.
- Would you hire them again? If I had more work, I would not hesitate to award it to them.

City of Mountain View (Arkansas)

Project Scope: Sewer Pipe Bursting ~3,500 LF of 8" – January 2017

Contact: Roger Gardner, Mayor, 870-213-8200

- Public pipe bursting sewer project? Yes.
- Completed on schedule? Spot on, no problems.
- Was project completed within budget? Spot on.
- Any change orders? What were they? They had to fix areas around manholes, but they were willing to come back and take care of it.
- Were they cooperative? Yes.
- Were you overall satisfied with their service? No problems with project.
- Would you hire them again? Dang right.

| Horseshoe Construction, Inc                                                            |                                                                                                                    |                |        |                                                                                           |            |            |            |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|----------------|--------|-------------------------------------------------------------------------------------------|------------|------------|------------|
| Current Projects - In Active Construction as of February 15, 2022                      |                                                                                                                    |                |        |                                                                                           |            |            |            |
| PROJECT                                                                                | ENGINEER                                                                                                           | CONTRACT       | Bonded | OWNER                                                                                     | % Complete | Start Date | Anticipate |
| E. TX, Industrial, Airline Sewer Rehabilitation Project<br>41664                       | Manchac Consulting Group, Inc.<br>10542 S. Glenstone Place<br>Baton Rouge, LA 70810<br>225-448-3972 Chris LaCroix  | \$975,284.50   | Yes    | City of Bossier City<br>620 Old Benton Road<br>Bossier City, LA 71111<br>318-741-8500     | 99.00%     | 11/2/2020  | 5/1/2021   |
| Kitty Creek Sewer Improvements                                                         | McClelland Consulting Engineers, Inc.<br>7302 Kanis Rd.<br>Little Rock, AR. 72204<br>501-371-0272                  | \$2,197,855.00 | Yes    | City of Fayetteville<br>113 West Mountain Street<br>Fayetteville, AR 72701                | 100.00%    | 11/6/2020  | 9/30/2021  |
| Fairfield Bay Community Club<br>Collection System Rehabilitation                       | Fairfield Bay Utilities<br>151 Little Rock Dr<br>Fairfield Bay, AR 72088<br>501-707-1236 Jeremy Stone              | \$586,160.00   | Yes    | Fairfield Bay Community Club<br>151 Little Rock Dr.<br>Fairfield Bay, AR. 72088           | 100%       | 8/1/2021   | 12/29/2021 |
| Low Pressure Supply Line Lining<br>Capital Project #92659.9241.30000<br>RFP # 21-15872 | Kimley-Horn and Associates, Inc.<br>4411 98th St., Ste 300<br>Lubbock, TX 79424<br>806-686-1080 Anthony Samarripas | \$5,585,147.50 | Yes    | City of Lubbock<br>1314 Avenue K, Floor 9<br>Lubbock, TX 79401<br>806-775-2168            | 91.00%     | 9/15/2021  | 4/13/2022  |
| Sanitary Sewer Rehabilitation Phase IC<br>Loan#: ORF-20-0020-CW                        | Tetra Tech<br>7645 E. 63rd Street, Suite 301<br>Tulsa, OK 74133<br>913-593-3105                                    | \$891,660.00   | Yes    | Duncan Public Works<br>1600 S Hwy 81<br>Duncan, OK 73533<br>580-470-2095                  | 99.00%     | 5/13/2021  | 11/14/2022 |
| Sewer Remediation Contract - Pipe Bursting<br>HWEI Project No. 2016092                 | Hawkins-Weir Engineers, Inc<br>211 Natural Resources Dr<br>Little Rock, AR 72205<br>501-374-4846                   | \$304,400.00   | Yes    | El Dorado Water Utilities<br>500 N Washington<br>El Dorado, AR. 71730<br>870-862-6451     | 100.00%    | 10/17/2021 | 12/16/2021 |
| Sewer Main Rehabilitation by Pipe Bursting<br>Engineer's Project No.: CAVE-21300       | Harbor Environmental, Inc.<br>5800 Evergreen Drive<br>Little Rock, Arkansas 72205<br>501-663-8800                  | \$538,000.00   | Yes    | City of Cave City<br>120 East Spring Street<br>Cave City, AR 72521<br>870-283-5455        | 95.00%     | 12/13/2021 | 4/8/2022   |
| 2021 Hale Acres CDBG Sewer Line Replacement Project                                    | Dwayne Henderson, P.E.<br>200 South Main<br>Owasso, OK 74055<br>918-272-4959                                       | \$531,345.00   | Yes    | City of Owasso<br>200 South Main<br>Owasso, OK 74055<br>918-376-1500                      | 22.00%     | 1/31/2022  | 6/30/2022  |
| Kingston Rd and Ash St Sanitary Sewer Project<br>Garver Project No. 21W02460           | Garver<br>531 Couch Drive, Suite 100<br>Oklahoma City, Ok 73102<br>405-928-7552                                    | \$478,180.00   | Yes    | Ponca City Utility Authority<br>516 E. Grand Ave.<br>Ponca City, OK 74601<br>580-763-2694 | 0.00%      | 2/2/2022   | 6/2/2022   |
| North University Sewer Line Change Out<br>RFP-22-16267-TF                              | City of Lubbock, Josh Kristinek, P.E.<br>P.O. Box 2000<br>Lubbock, TX 79457<br>806-775-3397                        | \$644,880.00   | Yes    | City of Lubbock<br>1314 Avenue K, Floor 9<br>Lubbock, TX 79401<br>806-775-2168            | 0.00%      | 2/24/2022  | 6/4/2022   |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                        |                                                  |                                                  |
|--------------------------------|----------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <b>Project Name:</b>           | Fort Supply CDBG Sanitary Sewer System | <b>Sewer</b> <input checked="" type="checkbox"/> | <b>Natural Gas</b> <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$244,470.00                           | <b>Water</b> <input type="checkbox"/>            | <b>Oil/Fuel</b> <input type="checkbox"/>         |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                    | <b>Storm</b> <input type="checkbox"/>            | <b>Electric/Telecom</b> <input type="checkbox"/> |
| <b>Installation Details</b>    |                                        |                                                  |                                                  |
| <b>Type of Installation</b>    | <b>Linear Feet</b>                     | <b>Pipe Size</b>                                 | <b>Conveyance</b>                                |
| Pipe Burst                     | 1000                                   | 8"                                               | Sewer                                            |
| Pipe Burst                     | 733                                    | 10"                                              | Sewer                                            |
|                                |                                        |                                                  |                                                  |
|                                |                                        |                                                  |                                                  |
|                                |                                        |                                                  |                                                  |
|                                |                                        |                                                  |                                                  |
|                                |                                        |                                                  |                                                  |
|                                |                                        |                                                  |                                                  |

|                             |            |  |  |
|-----------------------------|------------|--|--|
| <b>Type of Installation</b> | <b>Qty</b> |  |  |
| Manhole                     | 7          |  |  |
| Service Connection          | 28         |  |  |
|                             |            |  |  |
|                             |            |  |  |
|                             |            |  |  |
|                             |            |  |  |
|                             |            |  |  |

| GENERAL CONTRACTOR    |                              |        |              |
|-----------------------|------------------------------|--------|--------------|
| Firm Name:            | Horseshoe Construction, Inc. |        |              |
| Firm Address:         | 2309 S. Battleground Rd.     |        |              |
| Firm City, State, Zip | La Porte                     | Texas  | 77571        |
| Firm Phone:           | 281-478-5477                 |        |              |
|                       |                              |        |              |
| Contact Name:         | Cynthia Villa                |        |              |
| Contact Phone/Type:   | 281-478-5477                 | Mobile | 832-417-8269 |

| PROJECT OWNER            |                            |          |       |
|--------------------------|----------------------------|----------|-------|
| Owner Name:              | Town of Fort Supply        |          |       |
| Owner Address:           | P.O. Box 156; 501 Broadway |          |       |
| Owner City, State, Zip   | Fort Supply                | Oklahoma | 73841 |
| Owner Phone:             | (580) 766-3211             |          |       |
|                          |                            |          |       |
| Contact Name(if known):  |                            |          |       |
| Contact Phone(if known): |                            |          |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks | Pipe & Fittings    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                      |                  |                                     |                             |                          |
|--------------------------------|--------------------------------------|------------------|-------------------------------------|-----------------------------|--------------------------|
| <b>Project Name:</b>           | Sewer Collection System Improvements | <b>Sewer</b>     | <input checked="" type="checkbox"/> | <b>Natural Gas</b>          | <input type="checkbox"/> |
| <b>Final Contract Value:</b>   | \$2,128,298.00                       | <b>Water</b>     | <input type="checkbox"/>            | <b>Oil/Fuel</b>             | <input type="checkbox"/> |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                  | <b>Storm</b>     | <input type="checkbox"/>            | <b>Electric/Telecom</b>     | <input type="checkbox"/> |
| <b>GENERAL CONTRACTOR</b>      |                                      |                  |                                     |                             |                          |
| <b>Type of Installation</b>    | <b>Linear Feet</b>                   | <b>Pipe Size</b> | <b>Conveyance</b>                   | <b>Type of Installation</b> | <b>Qty</b>               |
| Pipe Burst                     | 11865                                | 8"               | Sewer                               | Manhole                     | 25                       |
|                                |                                      |                  |                                     | Service Reconnections       | 260                      |
|                                |                                      |                  |                                     | Sewer Main Point Repairs    | 200                      |
|                                |                                      |                  |                                     |                             |                          |
|                                |                                      |                  |                                     |                             |                          |
|                                |                                      |                  |                                     |                             |                          |
|                                |                                      |                  |                                     |                             |                          |

|                              |                              |        |              |
|------------------------------|------------------------------|--------|--------------|
| <b>GENERAL CONTRACTOR</b>    |                              |        |              |
| <b>Firm Name:</b>            | Horseshoe Construction, Inc. |        |              |
| <b>Firm Address:</b>         | 2309 S. Battleground Rd.     |        |              |
| <b>Firm City, State, Zip</b> | La Porte                     | Texas  | 77571        |
| <b>Firm Phone:</b>           | 281-478-5477                 |        |              |
| <b>Contact Name:</b>         | Taylor Jones                 |        |              |
| <b>Contact Phone/Type:</b>   | 281-478-5477                 | Mobile | 281-415-8654 |

|                                 |                            |          |       |
|---------------------------------|----------------------------|----------|-------|
| <b>PROJECT OWNER</b>            |                            |          |       |
| <b>Owner Name:</b>              | Runyan Acres SID #211      |          |       |
| <b>Owner Address:</b>           | 5318 John F. Kennedy Blvd. |          |       |
| <b>Owner City, State, Zip</b>   | North Little Rock          | Arkansas | 72116 |
| <b>Owner Phone:</b>             | (501) 753-1993             |          |       |
| <b>Contact Name(if known):</b>  |                            |          |       |
| <b>Contact Phone(if known):</b> |                            |          |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks | Pipe & Fittings    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                                                 |                                           |                                           |
|--------------------------------|-----------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| <b>Project Name:</b>           | Sewer Main Rehabilitation Maintenance Contract by Pipe Bursting | Sewer <input checked="" type="checkbox"/> | Natural Gas <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$416,752.00                                                    | Water <input type="checkbox"/>            | Oil/Fuel <input type="checkbox"/>         |
| <b>Final Completion:</b>       | May-20                                                          | Storm <input type="checkbox"/>            | Electric/Telecom <input type="checkbox"/> |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                                             |                                           |                                           |

| Type of Installation | Linear Feet | Pipe Size | Conveyance |  | Type of Installation   | Qty | EA | LF |
|----------------------|-------------|-----------|------------|--|------------------------|-----|----|----|
| Pipe Burst           | 5187        | 6" to 8"  | Sewer      |  | Service Reconnection   | 84  | EA |    |
| Pipe Burst           | 450         | 10"       | Sewer      |  | Removed Existing Liner | 373 | LF |    |
|                      |             |           |            |  |                        |     |    |    |
|                      |             |           |            |  |                        |     |    |    |
|                      |             |           |            |  |                        |     |    |    |
|                      |             |           |            |  |                        |     |    |    |
|                      |             |           |            |  |                        |     |    |    |
|                      |             |           |            |  |                        |     |    |    |

| GENERAL CONTRACTOR    |                              |        |                |
|-----------------------|------------------------------|--------|----------------|
| Firm Name:            | Horseshoe Construction, Inc. |        |                |
| Firm Address:         | 2309 S. Battleground Rd      |        |                |
| Firm City, State, Zip | La Porte                     | Texas  | 77571          |
| Firm Phone:           | (281) 478-5477               |        |                |
|                       |                              |        |                |
| Contact Name:         | Taylor Jones                 |        |                |
| Contact Phone/Type:   | (281) 478-5477               | Mobile | (281) 415-8654 |

| PROJECT OWNER            |                                 |          |       |
|--------------------------|---------------------------------|----------|-------|
| Owner Name:              | Jacksonville Wastewater Utility |          |       |
| Owner Address:           | 248 Cloverdale Road             |          |       |
| Owner City, State, Zip   | Jacksonville                    | Arkansas | 72076 |
| Owner Phone:             | (501) 982-0581                  |          |       |
|                          |                                 |          |       |
| Contact Name(if known):  | Paul Richards                   |          |       |
| Contact Phone(if known): | (501) 982-0581                  |          |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks | Pipe & Fittings    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                      |                          |        |              |                                     |                         |                          |
|--------------------------------|--------------------------------------|--------------------------|--------|--------------|-------------------------------------|-------------------------|--------------------------|
| <b>Project Name:</b>           | Sewer Sub-Basin BC-15 Rehabilitation |                          |        | <b>Sewer</b> | <input checked="" type="checkbox"/> | <b>Natural Gas</b>      | <input type="checkbox"/> |
| <b>Final Contract Value:</b>   | \$2,053,516.39                       | <b>Final Completion:</b> | Mar-20 | <b>Water</b> | <input type="checkbox"/>            | <b>Oil/Fuel</b>         | <input type="checkbox"/> |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                  |                          |        | <b>Storm</b> | <input type="checkbox"/>            | <b>Electric/Telecom</b> | <input type="checkbox"/> |

| Type of Installation | Linear Feet | Pipe Size | Conveyance | Type of Installation | Qty |  |  |
|----------------------|-------------|-----------|------------|----------------------|-----|--|--|
| Pipe Burst           | 13621       | 6" to 8"  | Sewer      | Service Connection   | 262 |  |  |
| Pipe Burst           | 2530        | 10"       | Sewer      | Point Repairs        | 6   |  |  |
|                      |             |           |            | Manhole              | 15  |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |

| CONSULTING ENGINEER   |                                |           |                |
|-----------------------|--------------------------------|-----------|----------------|
| Firm Name:            | Manchac Consulting Group, Inc. |           |                |
| Firm Address:         | 10542 S Glenstone Pl           |           |                |
| Firm City, State, Zip | Baton Rouge                    | Louisiana | 70810          |
| Firm Phone:           | (225) 448-3972                 |           |                |
|                       |                                |           |                |
| Contact Name:         | Todd Thompson                  |           |                |
| Contact Phone/Type:   | (318) 584-7372                 | Mobile    | (225) 202-4871 |

| PROJECT OWNER            |                      |           |       |
|--------------------------|----------------------|-----------|-------|
| Owner Name:              | City of Bossier City |           |       |
| Owner Address:           | 620 Benton Road      |           |       |
| Owner City, State, Zip   | Bossier City         | Louisiana | 71111 |
| Owner Phone:             | (318) 741-8402       |           |       |
|                          |                      |           |       |
| Contact Name(if known):  |                      |           |       |
| Contact Phone(if known): |                      |           |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks | Pipe & Fittings    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                                    |                          |        |  |                                           |                                           |
|--------------------------------|----------------------------------------------------|--------------------------|--------|--|-------------------------------------------|-------------------------------------------|
| <b>Project Name:</b>           | South Querbes Basin Sewer Rehabilitation - Phase 2 |                          |        |  | Sewer <input checked="" type="checkbox"/> | Natural Gas <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$559,905.00                                       | <b>Final Completion:</b> | Sep-19 |  | Water <input type="checkbox"/>            | Oil/Fuel <input type="checkbox"/>         |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                                |                          |        |  | Storm <input type="checkbox"/>            | Electric/Telecom <input type="checkbox"/> |

| Type of Installation | Linear Feet | Pipe Size | Conveyance |  | Type of Installation    | Qty |  |  |
|----------------------|-------------|-----------|------------|--|-------------------------|-----|--|--|
| Pipe Burst           | 4134        | 8"        | Sewer      |  | Service Reconnections   | 109 |  |  |
| Pipe Burst           | 441         | 10"       | Sewer      |  | Sewer Main Point Repair | 33  |  |  |
|                      |             |           |            |  | Manhole                 | 3   |  |  |
|                      |             |           |            |  |                         |     |  |  |
|                      |             |           |            |  |                         |     |  |  |
|                      |             |           |            |  |                         |     |  |  |
|                      |             |           |            |  |                         |     |  |  |
|                      |             |           |            |  |                         |     |  |  |

| GENERAL CONTRACTOR    |                      |           |                |
|-----------------------|----------------------|-----------|----------------|
| Firm Name:            | Mitchell Contracting |           |                |
| Firm Address:         | P.O. BOX 116         |           |                |
| Firm City, State, Zip | Madisonville         | Louisiana | 70447          |
| Firm Phone:           | (985) 200-0518       |           |                |
| Contact Name:         | Troy Johnson         |           |                |
| Contact Phone/Type:   | (985) 200-0518       | Mobile    | (253) 606-1914 |

| PROJECT OWNER            |                    |           |       |
|--------------------------|--------------------|-----------|-------|
| Owner Name:              | City of Shreveport |           |       |
| Owner Address:           | 505 Travis Street  |           |       |
| Owner City, State, Zip   | Shreveport         | Louisiana | 71101 |
| Owner Phone:             | (318) 673-7600     |           |       |
| Contact Name(if known):  |                    |           |       |
| Contact Phone(if known): |                    |           |       |

| SUBCONTRACTORS               |                                                                      |                |
|------------------------------|----------------------------------------------------------------------|----------------|
| Subcontractor Name           | Work Performed                                                       | Contract Value |
| Horseshoe Construction, Inc. | Pipe Burst, Point Repair, Service Reconnection, Manhole Installation |                |
|                              |                                                                      |                |
|                              |                                                                      |                |
|                              |                                                                      |                |

| MATERIAL SUPPLIERS |                    |                |
|--------------------|--------------------|----------------|
| Supplier Name      | Materials Supplied | Contract Value |
|                    |                    |                |
|                    |                    |                |
|                    |                    |                |
|                    |                    |                |
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## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                                                  |                  |                                     |                             |                          |
|--------------------------------|------------------------------------------------------------------|------------------|-------------------------------------|-----------------------------|--------------------------|
| <b>Project Name:</b>           | NKAK 11-1004 Repair/Sustain MFH Domestic Water/Sewer Mains LRAFB | <b>Sewer</b>     | <input checked="" type="checkbox"/> | <b>Natural Gas</b>          | <input type="checkbox"/> |
| <b>Final Contract Value:</b>   | \$986,922.00                                                     | <b>Water</b>     | <input type="checkbox"/>            | <b>Oil/Fuel</b>             | <input type="checkbox"/> |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                                              | <b>Storm</b>     | <input type="checkbox"/>            | <b>Electric/Telecom</b>     | <input type="checkbox"/> |
|                                |                                                                  |                  |                                     |                             |                          |
| <b>Type of Installation</b>    | <b>Linear Feet</b>                                               | <b>Pipe Size</b> | <b>Conveyance</b>                   | <b>Type of Installation</b> | <b>Qty</b>               |
| Pipe Burst                     | 5365                                                             | 8"               | Sewer                               | Service Reconnection        | 107                      |
| Pipe Burst                     | 1934                                                             | 16"              | Sewer                               | Manhole                     | 20                       |
|                                |                                                                  |                  |                                     |                             |                          |
|                                |                                                                  |                  |                                     |                             |                          |
|                                |                                                                  |                  |                                     |                             |                          |
|                                |                                                                  |                  |                                     |                             |                          |
|                                |                                                                  |                  |                                     |                             |                          |
|                                |                                                                  |                  |                                     |                             |                          |

| GENERAL CONTRACTOR    |                             |          |       |
|-----------------------|-----------------------------|----------|-------|
| Firm Name:            | Redstone Construction Group |          |       |
| Firm Address:         | 505 West Dixon              |          |       |
| Firm City, State, Zip | Little Rock                 | Arkansas | 72206 |
| Firm Phone:           | (507) 374-1557              |          |       |
|                       |                             |          |       |
| Contact Name:         | Kurt Cosse                  |          |       |
| Contact Phone/Type:   | (501) 539-8075              | Mobile   |       |

| PROJECT OWNER            |                            |          |       |
|--------------------------|----------------------------|----------|-------|
| Owner Name:              | Little Rock Air Force Base |          |       |
| Owner Address:           | 1250 Thomas Avenue         |          |       |
| Owner City, State, Zip   | Jacksonville               | Arkansas | 72076 |
| Owner Phone:             |                            |          |       |
|                          |                            |          |       |
| Contact Name(if known):  |                            |          |       |
| Contact Phone(if known): |                            |          |       |

| SUBCONTRACTORS               |                                           |                |
|------------------------------|-------------------------------------------|----------------|
| Subcontractor Name           | Work Performed                            | Contract Value |
| Horseshoe Construction, Inc. | Pipe Burst, Service Reconnection, Manhole |                |
|                              |                                           |                |
|                              |                                           |                |
|                              |                                           |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks |                    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                                                 |                                           |                                           |
|--------------------------------|-----------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| <b>Project Name:</b>           | Sewer Main Rehabilitation Maintenance Contract by Pipe Bursting | Sewer <input checked="" type="checkbox"/> | Natural Gas <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$468,443.75                                                    | Water <input type="checkbox"/>            | Oil/Fuel <input type="checkbox"/>         |
| <b>Final Completion:</b>       | Jun-19                                                          | Storm <input type="checkbox"/>            | Electric/Telecom <input type="checkbox"/> |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                                             |                                           |                                           |

| Type of Installation | Linear Feet | Pipe Size | Conveyance | Type of Installation | Qty |  |  |
|----------------------|-------------|-----------|------------|----------------------|-----|--|--|
| Pipe Burst           | 4921        | 6"        | Sewer      | Service Reconnection | 74  |  |  |
| Pipe Burst           | 779         | 8"        | Sewer      |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |

| GENERAL CONTRACTOR    |                              |        |                |
|-----------------------|------------------------------|--------|----------------|
| Firm Name:            | Horseshoe Construction, Inc. |        |                |
| Firm Address:         | 2309 S. Battleground Rd      |        |                |
| Firm City, State, Zip | La Porte                     | Texas  | 77571          |
| Firm Phone:           | (281) 478-5477               |        |                |
|                       |                              |        |                |
| Contact Name:         | Taylor Jones                 |        |                |
| Contact Phone/Type:   | (281) 478-5477               | Mobile | (281) 415-8654 |

| PROJECT OWNER            |                                 |          |       |
|--------------------------|---------------------------------|----------|-------|
| Owner Name:              | Jacksonville Wastewater Utility |          |       |
| Owner Address:           | 248 Cloverdale Road             |          |       |
| Owner City, State, Zip   | Jacksonville                    | Arkansas | 72076 |
| Owner Phone:             | (501) 982-0581                  |          |       |
|                          |                                 |          |       |
| Contact Name(if known):  |                                 |          |       |
| Contact Phone(if known): |                                 |          |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks | Pipe & Fittings    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                                             |                          |        |  |                                           |                                           |
|--------------------------------|-------------------------------------------------------------|--------------------------|--------|--|-------------------------------------------|-------------------------------------------|
| <b>Project Name:</b>           | Sanitary Sewer System Rehabilitation T.C.D.B.G. No. 7217169 |                          |        |  | Sewer <input checked="" type="checkbox"/> | Natural Gas <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$212,287.85                                                | <b>Final Completion:</b> | Apr-19 |  | Water <input type="checkbox"/>            | Oil/Fuel <input type="checkbox"/>         |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting                                         |                          |        |  | Storm <input type="checkbox"/>            | Electric/Telecom <input type="checkbox"/> |

| Type of Installation | Linear Feet | Pipe Size | Conveyance |  | Type of Installation     | Qty |  |  |
|----------------------|-------------|-----------|------------|--|--------------------------|-----|--|--|
| Pipe Burst           | 2633        | 8"        | Sewer      |  | Service Reinstatement 4" | 51  |  |  |
|                      |             |           |            |  | R/R Fiberglass Manhole   | 9   |  |  |
|                      |             |           |            |  | New Fiberglass Manhole   | 2   |  |  |
|                      |             |           |            |  | By-Pass                  | 6   |  |  |
|                      |             |           |            |  | By-Pass (HR)             | 30  |  |  |
|                      |             |           |            |  |                          |     |  |  |
|                      |             |           |            |  |                          |     |  |  |

| GENERAL CONTRACTOR    |                              |        |              |
|-----------------------|------------------------------|--------|--------------|
| Firm Name:            | Horseshoe Construction, Inc. |        |              |
| Firm Address:         | 2309 S. Battleground         |        |              |
| Firm City, State, Zip | La Porte                     | Texas  | 77571        |
| Firm Phone:           | 281-478-5477                 |        |              |
| Contact Name:         | Taylor Jones                 |        |              |
| Contact Phone/Type:   | 281-478-5477                 | Mobile | 281-415-8654 |

| PROJECT OWNER            |                     |       |       |
|--------------------------|---------------------|-------|-------|
| Owner Name:              | City of Groves      |       |       |
| Owner Address:           | 3947 Lincoln Avenue |       |       |
| Owner City, State, Zip   | Groves              | Texas | 77619 |
| Owner Phone:             |                     |       |       |
| Contact Name(if known):  |                     |       |       |
| Contact Phone(if known): |                     |       |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks |                    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                  |                          |        |  |                                           |                                           |
|--------------------------------|----------------------------------|--------------------------|--------|--|-------------------------------------------|-------------------------------------------|
| <b>Project Name:</b>           | La Porte West B St Pipe Bursting |                          |        |  | Sewer <input checked="" type="checkbox"/> | Natural Gas <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$116,558.80                     | <b>Final Completion:</b> | Oct-18 |  | Water <input type="checkbox"/>            | Oil/Fuel <input type="checkbox"/>         |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting              |                          |        |  | Storm <input type="checkbox"/>            | Electric/Telecom <input type="checkbox"/> |

| Type of Installation | Linear Feet | Pipe Size | Conveyance |  | Type of Installation | Qty |  |  |
|----------------------|-------------|-----------|------------|--|----------------------|-----|--|--|
| Pipe Burst           | 1966        | 6" & 8"   | Sewer      |  | By-pass              | 4   |  |  |
| Pipe Burst           | 138         | 12"       | Sewer      |  | By-pass (HR)         | 14  |  |  |
| Open Cut             | 174         | 8"        | Sewer      |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |

| GENERAL CONTRACTOR    |                              |        |       |
|-----------------------|------------------------------|--------|-------|
| Firm Name:            | Horseshoe Construction, Inc. |        |       |
| Firm Address:         | 2309 S Battleground Road     |        |       |
| Firm City, State, Zip | La Porte                     | Texas  | 77571 |
| Firm Phone:           | 281-478-5477                 |        |       |
|                       |                              |        |       |
| Contact Name:         | Taylor Jones                 |        |       |
| Contact Phone/Type:   | (281) 478-5477               | Mobile |       |

| PROJECT OWNER            |                         |       |       |
|--------------------------|-------------------------|-------|-------|
| Owner Name:              | City of La Porte        |       |       |
| Owner Address:           | 604 W. Fairmont Parkway |       |       |
| Owner City, State, Zip   | La Porte                | Texas | 77571 |
| Owner Phone:             | 281-471-5020            |       |       |
|                          |                         |       |       |
| Contact Name(if known):  |                         |       |       |
| Contact Phone(if known): |                         |       |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS |                    |                |
|--------------------|--------------------|----------------|
| Supplier Name      | Materials Supplied | Contract Value |
|                    |                    |                |
|                    |                    |                |
|                    |                    |                |
|                    |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                |                                                  |                                                  |
|--------------------------------|--------------------------------|--------------------------------------------------|--------------------------------------------------|
| <b>Project Name:</b>           | Newark Sewer System Renovation | <b>Sewer</b> <input checked="" type="checkbox"/> | <b>Natural Gas</b> <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$186,905.00                   | <b>Water</b> <input type="checkbox"/>            | <b>Oil/Fuel</b> <input type="checkbox"/>         |
| <b>Final Completion:</b>       | Aug-18                         | <b>Storm</b> <input type="checkbox"/>            | <b>Electric/Telecom</b> <input type="checkbox"/> |
| <b>Project Scope Overview:</b> | Sewer Pipe Bursting            |                                                  |                                                  |

| Type of Installation | Linear Feet | Pipe Size | Conveyance |  | Type of Installation | Qty |  |  |
|----------------------|-------------|-----------|------------|--|----------------------|-----|--|--|
| Pipe Burst           | 2260        | 8"        | Sewer      |  |                      |     |  |  |
| Pipe Burst           | 748         | 10"       | Sewer      |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |
|                      |             |           |            |  |                      |     |  |  |

| GENERAL CONTRACTOR    |                |        |                |
|-----------------------|----------------|--------|----------------|
| Firm Name:            | MMRS, LLC      |        |                |
| Firm Address:         | 2510 S 2nd Ave |        |                |
| Firm City, State, Zip | Paragould      | AR     | 72450-9297     |
| Firm Phone:           |                |        |                |
| Contact Name:         | Mason Shipman  |        |                |
| Contact Phone/Type:   |                | Mobile | (870) 236-9490 |

| PROJECT OWNER            |                |          |       |
|--------------------------|----------------|----------|-------|
| Owner Name:              | City of Newark |          |       |
| Owner Address:           | 150 D and W Ln |          |       |
| Owner City, State, Zip   | Newark         | Arkansas | 72562 |
| Owner Phone:             | 870-799-3911   |          |       |
| Contact Name(if known):  |                |          |       |
| Contact Phone(if known): |                |          |       |

| SUBCONTRACTORS               |                |                |
|------------------------------|----------------|----------------|
| Subcontractor Name           | Work Performed | Contract Value |
| Horseshoe Construction, Inc. | Pipe Burst     | \$186,905.00   |
|                              |                |                |
|                              |                |                |
|                              |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks |                    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                      |                          |                  |                                     |                             |                          |
|--------------------------------------|--------------------------|------------------|-------------------------------------|-----------------------------|--------------------------|
| <b>Project Name:</b>                 | 2017 Sewer Pipe Bursting | <b>Sewer</b>     | <input checked="" type="checkbox"/> | <b>Natural Gas</b>          | <input type="checkbox"/> |
| <b>Final Contract Value:</b>         | \$579,246.47             | <b>Water</b>     | <input type="checkbox"/>            | <b>Oil/Fuel</b>             | <input type="checkbox"/> |
| <b>Project Scope Overview:</b>       | Sewer Pipe Bursting      | <b>Storm</b>     | <input type="checkbox"/>            | <b>Electric/Telecom</b>     | <input type="checkbox"/> |
| <b>Table 1: Installation Details</b> |                          |                  |                                     |                             |                          |
| <b>Type of Installation</b>          | <b>Linear Feet</b>       | <b>Pipe Size</b> | <b>Conveyance</b>                   | <b>Type of Installation</b> | <b>Qty</b>               |
| Pipe Burst                           | 4376                     | 8"               | Sewer                               | Service Reconnection        | 58                       |
| Pipe Burst                           | 2143                     | 10"              | Sewer                               |                             |                          |
|                                      |                          |                  |                                     |                             |                          |
|                                      |                          |                  |                                     |                             |                          |
|                                      |                          |                  |                                     |                             |                          |
|                                      |                          |                  |                                     |                             |                          |
|                                      |                          |                  |                                     |                             |                          |
|                                      |                          |                  |                                     |                             |                          |

| CONSULTING ENGINEER   |                                    |         |       |
|-----------------------|------------------------------------|---------|-------|
| Firm Name:            | Water Works & Sanitary Sewer Board |         |       |
| Firm Address:         | 22 Bibb Street                     |         |       |
| Firm City, State, Zip | Montgomery                         | Alabama | 36102 |
| Firm Phone:           | (334) 206-1600                     |         |       |
|                       |                                    |         |       |
| Contact Name:         |                                    |         |       |
| Contact Phone/Type:   |                                    | Mobile  |       |

| PROJECT OWNER            |                    |         |       |
|--------------------------|--------------------|---------|-------|
| Owner Name:              | City of Montgomery |         |       |
| Owner Address:           | 103 N Perry St     |         |       |
| Owner City, State, Zip   | Montgomery         | Alabama | 36104 |
| Owner Phone:             | (334) 625-2096     |         |       |
|                          |                    |         |       |
| Contact Name(if known):  |                    |         |       |
| Contact Phone(if known): |                    |         |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
|                    |                |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| Ferguson Waterworks | Pipe & Fittings    |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

|                                |                                            |                                                  |                                                  |
|--------------------------------|--------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <b>Project Name:</b>           | Alvarado Hills Sanitary Sewer Improvements | <b>Sewer</b> <input checked="" type="checkbox"/> | <b>Natural Gas</b> <input type="checkbox"/>      |
| <b>Final Contract Value:</b>   | \$175,745.00                               | <b>Water</b> <input type="checkbox"/>            | <b>Oil/Fuel</b> <input type="checkbox"/>         |
| <b>Final Completion:</b>       | Dec-17                                     | <b>Storm</b> <input type="checkbox"/>            | <b>Electric/Telecom</b> <input type="checkbox"/> |
| <b>Project Scope Overview:</b> | Sanitary Sewer Pipe Bursting               |                                                  |                                                  |

| Type of Installation | Linear Feet | Pipe Size | Conveyance | Type of Installation | Qty |  |  |
|----------------------|-------------|-----------|------------|----------------------|-----|--|--|
| Pipe Burst           | 3279        | 8"        | Sewer      | Service Reconnects   | 35  |  |  |
|                      |             |           |            | Manholes             | 5   |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |
|                      |             |           |            |                      |     |  |  |

| CONSULTING ENGINEER   |                        |        |       |
|-----------------------|------------------------|--------|-------|
| Firm Name:            | Childress Engineers    |        |       |
| Firm Address:         | 211 North Ridgeway Dr. |        |       |
| Firm City, State, Zip | Cleburne               | TX     | 76033 |
| Firm Phone:           | (817) 645-1118         |        |       |
|                       |                        |        |       |
| Contact Name:         |                        |        |       |
| Contact Phone/Type:   |                        | Mobile |       |

| PROJECT OWNER            |                  |        |       |
|--------------------------|------------------|--------|-------|
| Owner Name:              | City of Alvarado |        |       |
| Owner Address:           | 104 W. College   |        |       |
| Owner City, State, Zip   | Alvarado         | TX     | 76009 |
| Owner Phone:             | (817) 790-3351   |        |       |
|                          |                  |        |       |
| Contact Name(if known):  |                  |        |       |
| Contact Phone(if known): |                  | Office |       |

| SUBCONTRACTORS     |                 |                |
|--------------------|-----------------|----------------|
| Subcontractor Name | Work Performed  | Contract Value |
| TB Environmental   | Pre and Post TV |                |
|                    |                 |                |
|                    |                 |                |
|                    |                 |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| ACT Pipe and Supply | Fittings           |                |
| ISCO Industries     | HDPE Pipe          |                |
| Forterra            | Manholes           |                |
|                     |                    |                |
|                     |                    |                |

## HORSESHOE CONSTRUCTION PROJECT QUALIFICATION PROFILE

| <b>Project Name:</b>                 | HWY 66 West Sewer Rehabilitation Project | Sewer <input checked="" type="checkbox"/> | Natural Gas <input type="checkbox"/>      |                      |     |  |  |
|--------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------|----------------------|-----|--|--|
| <b>Final Contract Value:</b>         | \$213,675.00                             | Water <input type="checkbox"/>            | Oil/Fuel <input type="checkbox"/>         |                      |     |  |  |
| <b>Project Scope Overview:</b>       | Sanitary sewer pipe bursting             | Storm <input type="checkbox"/>            | Electric/Telecom <input type="checkbox"/> |                      |     |  |  |
| <b>Table 1: Installation Details</b> |                                          |                                           |                                           |                      |     |  |  |
| Type of Installation                 | Linear Feet                              | Pipe Size                                 | Conveyance                                | Type of Installation | Qty |  |  |
| Pipe Burst                           | 3537                                     | 8"                                        | Sewer                                     |                      |     |  |  |
|                                      |                                          |                                           |                                           |                      |     |  |  |
|                                      |                                          |                                           |                                           |                      |     |  |  |
|                                      |                                          |                                           |                                           |                      |     |  |  |
|                                      |                                          |                                           |                                           |                      |     |  |  |
|                                      |                                          |                                           |                                           |                      |     |  |  |
|                                      |                                          |                                           |                                           |                      |     |  |  |
|                                      |                                          |                                           |                                           |                      |     |  |  |

| CONSULTING ENGINEER   |                                         |    |       |
|-----------------------|-----------------------------------------|----|-------|
| Firm Name:            | Crafton Tull Engineering                |    |       |
| Firm Address:         | 65 Bradley Cove, Russellville, AR 72802 |    |       |
| Firm City, State, Zip | Russellville                            | AR | 72802 |
| Firm Phone:           | (479) 968-1885                          |    |       |
|                       |                                         |    |       |
| Contact Name:         |                                         |    |       |
| Contact Phone/Type:   |                                         |    |       |

| PROJECT OWNER            |                       |    |       |
|--------------------------|-----------------------|----|-------|
| Owner Name:              | City of Mountain View |    |       |
| Owner Address:           | 311 West Main         |    |       |
| Owner City, State, Zip   | Mountain View         | AR | 72560 |
| Owner Phone:             | (870) 269-3804        |    |       |
|                          |                       |    |       |
| Contact Name(if known):  |                       |    |       |
| Contact Phone(if known): |                       |    |       |

| SUBCONTRACTORS     |                |                |
|--------------------|----------------|----------------|
| Subcontractor Name | Work Performed | Contract Value |
| TB Environmental   | CCTV           |                |
|                    |                |                |
|                    |                |                |
|                    |                |                |

| MATERIAL SUPPLIERS  |                    |                |
|---------------------|--------------------|----------------|
| Supplier Name       | Materials Supplied | Contract Value |
| ACT Pipe and Supply | Fittings           |                |
| ISCO Industries     | HDPE Pipe          |                |
|                     |                    |                |
|                     |                    |                |
|                     |                    |                |

## BUSINESS REFERENCES

**Paul Richards**

Jacksonville Waste Water Utility  
248 Cloverdale Road  
Jacksonville, AR 72078  
(501) 982-0581

**Michael Clayton**

North Little Rock Waste Water Utility  
7400 Baucum Pike  
North Little Rock, AR 72117  
(501) 945-7186

**Todd Thompson**

Manchac Consulting Group, Inc.  
700 Ogilvie St  
Bossier City, LA 71111  
(225) 448-3972

**Robert Banks**

City of La Porte  
604 W Fairmont Parkway  
La Porte, TX 77571  
(281) 470-5108

**Chris LaCroix**

Manchac Consulting Group, Inc.  
10542 S. Glenstone Place  
Baton Rouge, LA 70810  
(225) 448-3972

**Philip W. Huseman**

Odyssey Engineering Group  
2500 Tanglewilde Street, Suite 480  
Houston, TX 77063  
(281) 306-0420

**Ben Elliot**

Elliot Construction, LLC  
9915 South State Highway 6  
Bryan, TX 77807  
(979) 255-1064

**Mike Marlar**

Halff Associates  
5318 John F. Kennedy Blvd.  
North Little Rock, AR 72116  
(501) 951-0025

## Brian Darby

---

**From:** Brian Darby  
**Sent:** Thursday, May 05, 2022 5:09 PM  
**To:** Stacey Huang  
**Cc:** Cynthia Villa  
**Subject:** RE: White Settlement - RFP 2022-004 - reference contacts

Stacey –

This helps.  
I may reach out for more if they are unresponsive.  
Thank you.

Brian Darby, P.E.  
Vice President  
James DeOtte Engineering, Inc.  
2201 DOTTIE LYNN PARKWAY  
SUITE 119  
FORT WORTH, TEXAS 76120  
(817) 446-6877(PHONE)  
(817) 307-1228 (CELL)  
(817) 930-0445(FAX)

---

**From:** Stacey Huang <stacey.huang@horseshoe-inc.com>  
**Sent:** Thursday, May 05, 2022 5:06 PM  
**To:** Brian Darby <BrianDarby@deotte-eng.com>  
**Cc:** Cynthia Villa <cynthia@horseshoe-inc.com>  
**Subject:** RE: White Settlement - RFP 2022-004 - reference contacts

Here are a few more contacts I found. Please let me know if you need more.

## Business References

|                        |                             |  |  |
|------------------------|-----------------------------|--|--|
|                        |                             |  |  |
|                        |                             |  |  |
| <b>Mike Lowden</b>     | <b>Bob Evans</b>            |  |  |
| Town of Fort Supply    | Runyan SID 221              |  |  |
| 501 Broadway           | 5318 John F. Kennedy Blvd.  |  |  |
| Fort Supply, OK 73841  | North Little Rock, AR 72116 |  |  |
| (580) 766-3211         | (501) 834-0473              |  |  |
|                        |                             |  |  |
|                        |                             |  |  |
| <b>Michael Tentrup</b> | <b>Roger Gardner</b>        |  |  |
| City of Groves         | City of Mountain View       |  |  |
| 3947 Lincoln Avenue    | 311 West Main               |  |  |
| Groves, TX 77619       | Mountain View, AR 72560     |  |  |
| (409) 960-5704         | (870) 213-8200              |  |  |
|                        |                             |  |  |

Thanks,

Stacey Huang  
Payroll Manager  
**Horseshoe Construction, Inc.**  
2309 S. Battleground Rd.  
La Porte, TX. 77571  
(281) 478-5477 – Direct

---

**From:** Brian Darby <[BrianDarby@deotte-eng.com](mailto:BrianDarby@deotte-eng.com)>  
**Sent:** Thursday, May 5, 2022 4:05 PM  
**To:** Stacey Huang <[stacey.huang@horseshoe-inc.com](mailto:stacey.huang@horseshoe-inc.com)>  
**Subject:** RE: White Settlement - RFP 2022-004 - reference contacts

Stacey –

Thanks for the quick response.  
On this list there are only 3 public entity references.  
Do you have any other City and/or utility district references?  
Thank you.

**Brian Darby, P.E.**  
**Vice President**  
**James DeOtte Engineering, Inc.**  
2201 DOTTIE LYNN PARKWAY  
SUITE 119  
FORT WORTH, TEXAS 76120  
(817) 446-6877 (PHONE)  
(817) 307-1228 (CELL)  
(817) 930-0445 (FAX)

---

**From:** Stacey Huang <[stacey.huang@horseshoe-inc.com](mailto:stacey.huang@horseshoe-inc.com)>  
**Sent:** Thursday, May 05, 2022 4:00 PM  
**To:** Brian Darby <[BrianDarby@deotte-eng.com](mailto:BrianDarby@deotte-eng.com)>  
**Subject:** RE: White Settlement - RFP 2022-004 - reference contacts

Please see attached. Let me know if you need anything else.

Thanks,

Stacey Huang  
Payroll Manager  
**Horseshoe Construction, Inc.**  
2309 S. Battleground Rd.  
La Porte, TX. 77571  
(281) 478-5477 – Direct

---

**From:** Brian Darby <[BrianDarby@deotte-eng.com](mailto:BrianDarby@deotte-eng.com)>  
**Sent:** Thursday, May 5, 2022 3:10 PM  
**To:** Stacey Huang <[stacey.huang@horseshoe-inc.com](mailto:stacey.huang@horseshoe-inc.com)>  
**Subject:** White Settlement - RFP 2022-004 - reference contacts

Stacey –

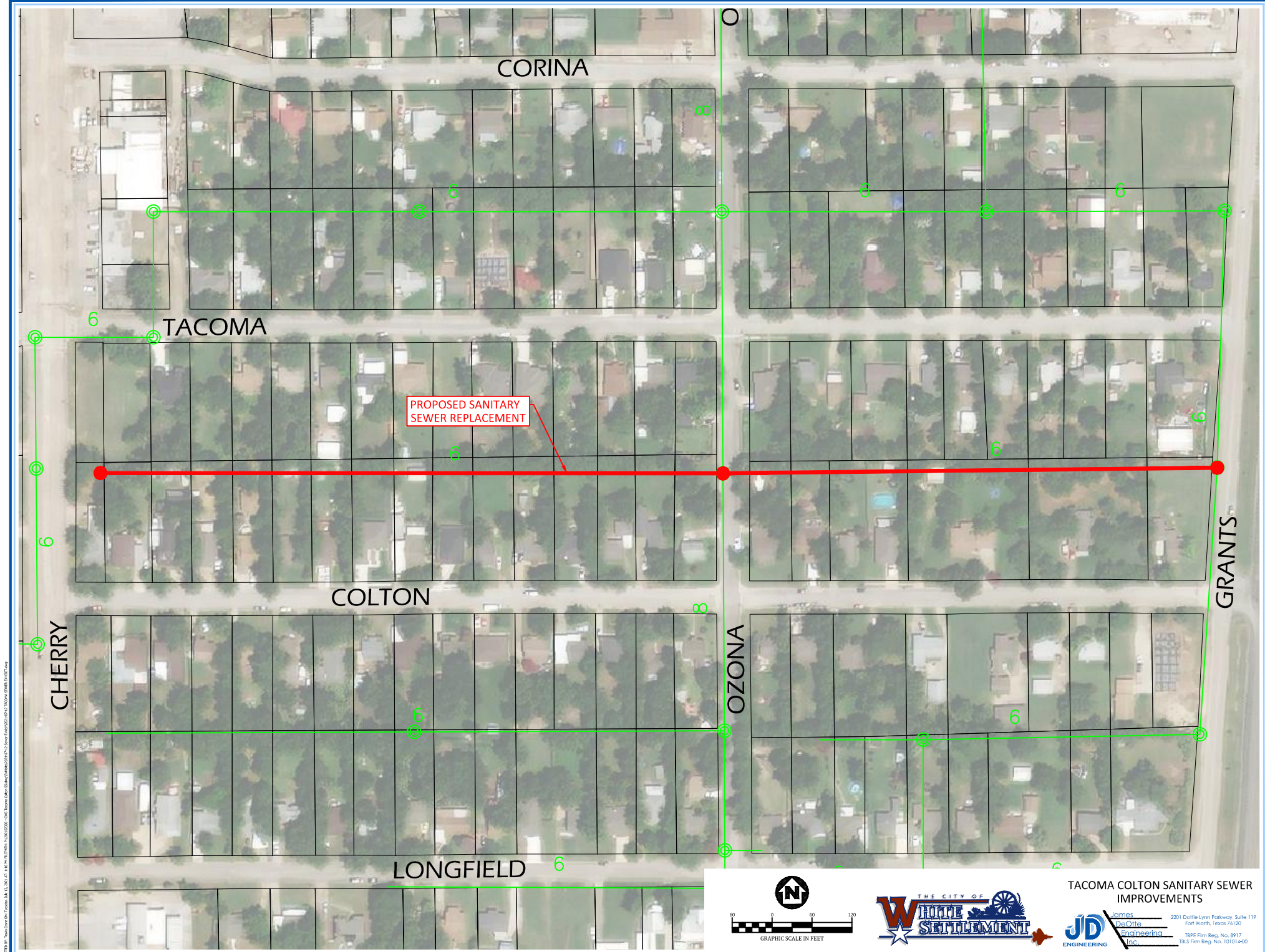
Your company recently bid on the above reference project.  
We need to get specific Municipal contact name and phone numbers for your provided project references.  
Thank you.

**Brian Darby, P.E.**  
**Vice President**  
**James DeOtte Engineering, Inc.**  
2201 DOTTIE LYNN PARKWAY  
SUITE 119  
FORT WORTH, TEXAS 76120  
(817) 446-6877(PHONE)  
(817) 307-1228 (CELL)  
(817) 930-0445(FAX)

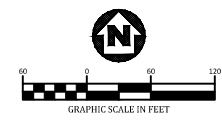
BID SUMMARY  
RFP 2022-004  
TACOMA AND COLTON  
SEWER IMPROVEMENTS  
Bid Opening 05/03/2022  
JDEI #2021023



| ITEM               | DESCRIPTION                                                      | Unit | QTY   | Horseshoe Construction, Inc.                      |            | Douglas Dailey Construction, LLC               |            | Texas Pride Utilities, LLC             |            | PM Construction & Rehab, LLC dba IPR<br>South Central |            | Excel 4 Construction, LLC                |            |    |            |    |           |    |            |    |           |    |            |
|--------------------|------------------------------------------------------------------|------|-------|---------------------------------------------------|------------|------------------------------------------------|------------|----------------------------------------|------------|-------------------------------------------------------|------------|------------------------------------------|------------|----|------------|----|-----------|----|------------|----|-----------|----|------------|
|                    |                                                                  |      |       | 2309 S Battleground Road<br>La Porte, Texas 77571 |            | 2005 Bluff Springs Road<br>Ferris, Texas 75125 |            | 725 Carby Road<br>Houston, Texas 77037 |            | 131 N. Richey Street<br>Pasadena, Texas 77506         |            | P.O. Box 4739<br>Fort Worth, Texas 76164 |            |    |            |    |           |    |            |    |           |    |            |
|                    |                                                                  |      |       | Unit Price                                        | Amount Bid | Unit Price                                     | Amount Bid | Unit Price                             | Amount Bid | Unit Price                                            | Amount Bid | Unit Price                               | Amount Bid |    |            |    |           |    |            |    |           |    |            |
| SEWER CONSTRUCTION |                                                                  |      |       |                                                   |            |                                                |            |                                        |            |                                                       |            |                                          |            |    |            |    |           |    |            |    |           |    |            |
| 1                  | Prepare/Restore Right-Of-Way                                     | LS   | 1     | \$                                                | 20,000.00  | \$                                             | 20,000.00  | \$                                     | 3,000.00   | \$                                                    | 3,000.00   | \$                                       | 58,000.00  | \$ | 58,000.00  | \$ | 27,500.00 | \$ | 27,500.00  | \$ | 9,300.00  | \$ | 9,300.00   |
| 2                  | Project Sign                                                     | EA   | 1.00  | \$                                                | 1,500.00   | \$                                             | 1,500.00   | \$                                     | 3,000.00   | \$                                                    | 3,000.00   | \$                                       | 2,000.00   | \$ | 2,000.00   | \$ | 7,500.00  | \$ | 7,500.00   | \$ | 500.00    | \$ | 500.00     |
| 3                  | 8" DR-17 HDPE Sanitary Sewer Pipe By Pipe                        | LF   | 1,642 | \$                                                | 85.00      | \$                                             | 139,570.00 | \$                                     | 70.00      | \$                                                    | 114,940.00 | \$                                       | 54.00      | \$ | 88,668.00  | \$ | 91.00     | \$ | 149,422.00 | \$ | 102.00    | \$ | 167,484.00 |
| 4                  | 8" DR-17 HDPE Sanitary Sewer Pipe By Open Cut                    | LF   | 61    | \$                                                | 110.00     | \$                                             | 6,710.00   | \$                                     | 150.00     | \$                                                    | 9,150.00   | \$                                       | 120.00     | \$ | 7,320.00   | \$ | 105.00    | \$ | 6,405.00   | \$ | 131.00    | \$ | 7,991.00   |
| 5                  | 8" DR-17 HDPE Sanitary Sewer Pipe Point Repair or Sag Adjustment | LF   | 340   | \$                                                | 30.00      | \$                                             | 10,200.00  | \$                                     | 80.00      | \$                                                    | 27,200.00  | \$                                       | 70.00      | \$ | 23,800.00  | \$ | 102.00    | \$ | 34,680.00  | \$ | 135.00    | \$ | 45,900.00  |
| 6                  | Remove Existing SSMH                                             | EA   | 2     | \$                                                | 500.00     | \$                                             | 1,000.00   | \$                                     | 1,000.00   | \$                                                    | 2,000.00   | \$                                       | 1,200.00   | \$ | 2,400.00   | \$ | 3,100.00  | \$ | 6,200.00   | \$ | 600.00    | \$ | 1,200.00   |
| 7                  | Std. 4' Dia SSMH                                                 | EA   | 1     | \$                                                | 5,500.00   | \$                                             | 5,500.00   | \$                                     | 10,000.00  | \$                                                    | 10,000.00  | \$                                       | 8,000.00   | \$ | 8,000.00   | \$ | 6,800.00  | \$ | 6,800.00   | \$ | 9,400.00  | \$ | 9,400.00   |
| 8                  | Std. 4' Dia SSMH with Raised Flat Top                            | EA   | 6     | \$                                                | 5,500.00   | \$                                             | 33,000.00  | \$                                     | 8,000.00   | \$                                                    | 48,000.00  | \$                                       | 8,800.00   | \$ | 52,800.00  | \$ | 5,900.00  | \$ | 35,400.00  | \$ | 11,200.00 | \$ | 67,200.00  |
| 9                  | Sewer Service & Connection with Cleanout                         | EA   | 48    | \$                                                | 1,000.00   | \$                                             | 48,000.00  | \$                                     | 1,300.00   | \$                                                    | 62,400.00  | \$                                       | 1,200.00   | \$ | 57,600.00  | \$ | 1,295.00  | \$ | 62,160.00  | \$ | 1,700.00  | \$ | 81,600.00  |
| 10                 | Connect to Existing Sanitary Sewer                               | EA   | 4     | \$                                                | 100.00     | \$                                             | 400.00     | \$                                     | 1,000.00   | \$                                                    | 4,000.00   | \$                                       | 800.00     | \$ | 3,200.00   | \$ | 500.00    | \$ | 2,000.00   | \$ | 1,200.00  | \$ | 4,800.00   |
| 11                 | Cement Stabilized Sand Embedment                                 | LF   | 20    | \$                                                | 40.00      | \$                                             | 800.00     | \$                                     | 65.00      | \$                                                    | 1,300.00   | \$                                       | 20.00      | \$ | 400.00     | \$ | 25.00     | \$ | 500.00     | \$ | 110.00    | \$ | 2,200.00   |
| 12                 | Concrete Encasement                                              | LF   | 10    | \$                                                | 75.00      | \$                                             | 750.00     | \$                                     | 250.00     | \$                                                    | 2,500.00   | \$                                       | 80.00      | \$ | 800.00     | \$ | 110.00    | \$ | 1,100.00   | \$ | 127.00    | \$ | 1,270.00   |
| 13                 | Trench Safety                                                    | LF   | 68    | \$                                                | 1.00       | \$                                             | 68.00      | \$                                     | 1.00       | \$                                                    | 68.00      | \$                                       | 1.00       | \$ | 68.00      | \$ | 10.00     | \$ | 680.00     | \$ | 10.00     | \$ | 680.00     |
| 14                 | 6" Topsoil & Sod                                                 | SY   | 600   | \$                                                | 10.00      | \$                                             | 6,000.00   | \$                                     | 15.00      | \$                                                    | 9,000.00   | \$                                       | 14.00      | \$ | 8,400.00   | \$ | 18.00     | \$ | 10,800.00  | \$ | 15.00     | \$ | 9,000.00   |
| 15                 | Asphalt Pavement - 6" Type D                                     | SY   | 26    | \$                                                | 120.00     | \$                                             | 3,120.00   | \$                                     | 68.00      | \$                                                    | 1,768.00   | \$                                       | 120.00     | \$ | 3,120.00   | \$ | 200.00    | \$ | 5,200.00   | \$ | 70.00     | \$ | 1,820.00   |
| 16                 | Flexible Base - 6" Type A Grade-1                                | SY   | 26    | \$                                                | 50.00      | \$                                             | 1,300.00   | \$                                     | 25.00      | \$                                                    | 650.00     | \$                                       | 40.00      | \$ | 1,040.00   | \$ | 55.00     | \$ | 1,430.00   | \$ | 32.00     | \$ | 832.00     |
| 17                 | Concrete Curb & Gutter Removal & Replacement                     | LF   | 10    | \$                                                | 60.00      | \$                                             | 600.00     | \$                                     | 150.00     | \$                                                    | 1,500.00   | \$                                       | 40.00      | \$ | 400.00     | \$ | 135.00    | \$ | 1,350.00   | \$ | 25.00     | \$ | 250.00     |
| 18                 | Remove & Replace 4' Chain Link Fence                             | LF   | 190   | \$                                                | 30.00      | \$                                             | 5,700.00   | \$                                     | 45.00      | \$                                                    | 8,550.00   | \$                                       | 40.00      | \$ | 7,600.00   | \$ | 16.00     | \$ | 3,040.00   | \$ | 26.00     | \$ | 4,940.00   |
| 19                 | Remove & Replace 5' Chain Link Fence                             | LF   | 20    | \$                                                | 35.00      | \$                                             | 700.00     | \$                                     | 45.00      | \$                                                    | 900.00     | \$                                       | 42.00      | \$ | 840.00     | \$ | 20.00     | \$ | 400.00     | \$ | 31.00     | \$ | 620.00     |
| 20                 | Remove & Replace 6' Chain Link Fence                             | LF   | 30    | \$                                                | 40.00      | \$                                             | 1,200.00   | \$                                     | 45.00      | \$                                                    | 1,350.00   | \$                                       | 44.00      | \$ | 1,320.00   | \$ | 25.00     | \$ | 750.00     | \$ | 34.00     | \$ | 1,020.00   |
| 21                 | Remove & Replace 6' Wood Fence                                   | LF   | 150   | \$                                                | 30.00      | \$                                             | 4,500.00   | \$                                     | 55.00      | \$                                                    | 8,250.00   | \$                                       | 50.00      | \$ | 7,500.00   | \$ | 40.00     | \$ | 6,000.00   | \$ | 43.00     | \$ | 6,450.00   |
| 22                 | Remove & Replace Metal Fence (7625 Tacoma)                       | LF   | 10    | \$                                                | 40.00      | \$                                             | 400.00     | \$                                     | 250.00     | \$                                                    | 2,500.00   | \$                                       | 120.00     | \$ | 1,200.00   | \$ | 75.00     | \$ | 750.00     | \$ | 380.00    | \$ | 3,800.00   |
| 23                 | Remove Tree                                                      | EA   | 5     | \$                                                | 100.00     | \$                                             | 500.00     | \$                                     | 500.00     | \$                                                    | 2,500.00   | \$                                       | 400.00     | \$ | 2,000.00   | \$ | 1,000.00  | \$ | 5,000.00   | \$ | 850.00    | \$ | 4,250.00   |
| 24                 | Temporary Erosion Control                                        | LS   | 1     | \$                                                | 50.00      | \$                                             | 50.00      | \$                                     | 1,000.00   | \$                                                    | 1,000.00   | \$                                       | 3,200.00   | \$ | 3,200.00   | \$ | 3,250.00  | \$ | 3,250.00   | \$ | 6,000.00  | \$ | 6,000.00   |
| 25                 | Traffic Control Plan                                             | MO   | 5     | \$                                                | 100.00     | \$                                             | 500.00     | \$                                     | 400.00     | \$                                                    | 2,000.00   | \$                                       | 500.00     | \$ | 2,500.00   | \$ | 300.00    | \$ | 1,500.00   | \$ | 3,700.00  | \$ | 18,500.00  |
| TOTAL              |                                                                  |      |       | \$                                                |            | \$                                             | 292,068.00 | \$                                     |            | \$                                                    | 327,526.00 | \$                                       |            | \$ | 344,176.00 | \$ |           | \$ | 379,817.00 | \$ |           | \$ | 457,007.00 |



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TACOMA COLTON SANITARY SEWER IMPROVEMENTS

**JD DeOtto Engineering Inc.**

2201 Dottie Lynn Parkway, Suite 119  
Fort Worth, Texas 76120  
TBP Firm Reg. No. 8917  
TBS Firm Reg. No. 10101400

**RESOLUTION NO. 2022-006-007-12**

**A RESOLUTION OF THE CITY OF WHITE SETTLEMENT  
AUTHORIZING THE WHITE SETTLEMENT POLICE DEPARTMENT  
TO APPLY FOR A GRANT FROM THE MOTOR VEHICLE CRIME  
PREVENTION AUTHORITY TO ASSIST THIS JURISDICTION TO  
COMBAT MOTOR VEHICLE THEFT, MOTOR VEHICLE BURGLARY  
AND FRAUD-RELATED MOTOR VEHICLE CRIME.**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft enforcement teams; and

**WHEREAS**, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

**WHEREAS**, the City of White Settlement has agreed that in the event of loss or misuse of the grant funds, the City of White Settlement assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

**WHEREAS**, the City of White Settlement designates Jeffrey J. James, City Manager, as the grantee's Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Auxiliary Grant Program and all other necessary documents to accept said grant; and

**WHEREAS**, the City of White Settlement designates Christopher Cook, Chief of Police as the Program Director and designates Krystal Crump, Finance Director as the Financial Officer for this grant;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of White Settlement approves submission of a grant application to the Motor Vehicle Crime Prevention Authority Auxiliary Grant Program.

**PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF JUNE, 2022.**

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

ATTEST:

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



To: City Council  
From: Amy Arnold, TRMC, CMC  
City Secretary  
Date: June 7, 2022

Tarrant County Commissioners Court Order #136137 allows program funding to the ESD through the American Rescue Plan Act. This agreement between the City and ESD is for the purpose of establishing terms and conditions under which the city, as an emergency service provider in the unincorporated area of Tarrant County, and ESD will collaborate for the provision of the category of items designated by the Commissioners Court. The agreement will enable the City to acquire replacement equipment and related materials for fire, first responder, and ambulance services as detailed in the agreement; and receive reimbursement from ESD through funds provided to ESD by Commissioners Court Order.

After City Council approval, the agreement will be presented to ESD Board for approval and authorization to proceed with equipment purchases. See Appendix A of the agreement for equipment to be purchased.

Staff recommends approval.

|                    |   |                                        |
|--------------------|---|----------------------------------------|
| THE STATE OF TEXAS | § | AGREEMENT BETWEEN THE TARRANT          |
|                    | § | COUNTY EMERGENCY SERVICES DISTRICT     |
|                    | § | NO. 1 AND THE CITY OF WHITE SETTLEMENT |
|                    | § | FOR AMERICAN RESCUE PLAN ACT           |
| COUNTY OF TARRANT  | § | STATE AND LOCAL RECOVERY FUNDS         |

This Agreement ("Agreement") is between the TARRANT COUNTY EMERGENCY SERVICES DISTRICT No. 1 (the "ESD") and the **City of White Settlement** (the "CITY") and shall be effective on the date that the last signature is affixed (the "Effective Date"). The ESD and the CITY enter into the following Agreement:

### **Section 1: Recitals**

On August 24, 2021, the Commissioners Court of Tarrant County approved an Interlocal Agreement in Commissioners Court Order #136137 between the ESD and Tarrant County Government ("COUNTY") allotting initial program funding to the ESD through the American Rescue Plan Act ("ARPA"). The State and Local Fiscal Recovery Funds ("FRF") authorized in ARPA (C.F.D.A. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery. Funds allotted to the ESD are designated for use to aid and support municipal and volunteer emergency services providers that serve Tarrant County's unincorporated area through meeting equipment replacement needs, personal protective equipment, and related expenses. The purpose of this Agreement is to establish the terms and conditions under which CITY, as an emergency services provider in the unincorporated area of Tarrant County, and ESD will collaborate for the provision of the category of items designated by Commissioners Court. This Agreement enables CITY to acquire replacement equipment and related materials for fire, first responder, and ambulance services detailed in Appendix A and then receive reimbursement from ESD through the funds provided to ESD by Commissioners Court Order.

### **Section 2: Authority**

Section 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services. Section 418.109(d) of the Texas Government Code authorizes the provision of mutual aid assistance from a local government entity or organized volunteer group to another local government entity or organized volunteer group. This agreement is made pursuant to the authority of Government Code sections 418.109, 791.011, and 791.027 of the Texas Government Code. CITY shall follow guidance issued by the U.S. Treasury pertaining to the proper use of FRF funds.

### **Section 3: Term**

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until December 31, 2026. Either ESD or CITY may terminate this Agreement upon seven (7) days' prior written notice to the other Party.

#### **Section 4: Authorized Use of Funds**

Using funds provided to ESD by the FRF, ESD shall provide reimbursement to CITY for expenses related to FRF eligible uses designated in Appendix A or subsequent amendments to Appendix A.

During the term of the Agreement, CITY acknowledges a limit on purchases eligible for reimbursement by ESD per program year and detailed in Appendix A or subsequent amendments to Appendix A.

#### **Section 5: Reporting Requirements**

CITY shall provide to ESD quarterly and annual reports concerning items for which it seeks reimbursement from ESD. These quarterly reports shall include invoices for eligible expense with proof of payment. CITY shall provide to ESD the quarterly and annual reports according to the schedule contained in Appendix B.

All expenditures for which the CITY will seek reimbursement from ESD must be obligated, as defined by the U.S. Treasury, by December 31, 2024 and goods received and paid by December 31, 2025.

CITY shall keep and maintain, for a period not less than five (5) years after the termination of this Agreement any and all records relating to expenditures, reimbursements, and reporting requirements related to this Agreement.

#### **Section 6: Audit Responsibilities**

ESD acknowledges the burden and responsibility for conducting Audit Requirements for Federal Awards (2 CFR part 200) lies with ESD and the CITY if the CITY receives more than \$750,000. Upon request of ESD, CITY agrees to provide ESD with appropriate documentation to assist ESD in completing any required audits.

If Subrecipient within Subrecipient's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Subrecipient shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and Local agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Subrecipient must have a single audit.

#### **Section 7: Acquisition of Equipment**

It is the obligation of CITY to acquire and pay for equipment it intends to seek later reimbursement from ESD. Upon delivery and deployment of the equipment to CITY, ESD or its agent retains the right to inspect the equipment acquired by CITY.

### **Section 8: Independent Contractors**

It is understood that any relationship created by this Agreement between ESD and CITY shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

### **Section 9: Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **Section 10: Applicable Law**

The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a court of competent jurisdiction in Tarrant County, Texas.

### **Section 11: Authorization**

By signing below, each Party's representative warrants that he/she is duly authorized to enter into this Agreement on behalf of the Party, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.

### **Section 12: Notices**

Notices under this Agreement shall be in writing, and may be given by hand delivery or U.S. mail. If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. mail in case of mailing. The address of the parties for all purposes shall be:

ESD: Tarrant County Emergency Services District No. 1  
2750 Premier Street  
Fort Worth, Texas 76111  
Attn: Rick Holman, President (or successor)

CITY: City of White Settlement

\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

### **Section 13: Debarment & Suspension**

CITY represents that is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. CITY agrees to have an active registration in the System for Award Management (SAM.gov).

### **Section 14: Audit Clause**

The Subrecipient must agree that ESD and COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Subrecipient involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Subrecipient and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Subrecipient's obligations to ESD and COUNTY under this agreement. The Subrecipient must agree that ESD and COUNTY will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. ESD or COUNTY will provide the Subrecipient with reasonable advance notice of intended audits. The Subrecipient must provide records within ten (10) business days or a mutually agreed upon timeline.

### **Section 15: Standards for Financial Management**

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

CITY shall maintain an effective accounting system, which will:

- Identify and record valid transactions
- Record transactions to the proper accounting period in which transactions occurred
- Describe transactions in sufficient detail to permit proper classification
- Maintain records that permit the tracing of funds to a level of detail that establishes the funds have been used in compliance with contract requirements
- Adequately identify the source and application of funds of each grant contract
- Generate current and accurate financial reports in accordance with contract requirements.

### **Section 16: Equipment**

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Procedures for managing equipment must meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.

Disposition. When original or replacement equipment acquired under FRF is no longer needed for the original project, the non-Federal entity must request disposition instructions from the ESD.

### **Section 17: Entire Agreement**

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

**TARRANT COUNTY EMERGENCY  
SERVICES DISTRICT NO. 1**

**CITY OF WHITE SETTLEMENT, TEXAS**

\_\_\_\_\_  
Rick Holman  
President

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### AUTHORIZED USE OF FUNDS

#### Authorized Uses

|                                                                                               |
|-----------------------------------------------------------------------------------------------|
| Ambulances and associated emergency medical equipment                                         |
| Medical personal protective equipment                                                         |
| Equipment to ensure continuity of emergency services including generators and radio equipment |
| Program costs for increasing vaccination rates                                                |
| Emergency medical equipment related to first responder activities                             |

#### Authorized Use of Funds Schedule

| Phase | Item(s)                        | Amount*     | Status |
|-------|--------------------------------|-------------|--------|
| 2     | First responder PPE and SCBA's | \$30,000.00 | Open   |

\* PPE – Personal Protection Equipment commonly known as bunker gear (pants, coats, boots, gloves, helmets, etc.).

SCBA – Self Contained Breathing Apparatus to provide closed air supply (masks, tanks, etc).

\*\* Not to exceed amount unless agreement is mutually amended by parties. Quantities are estimates.

## APPENDIX B

### QUARTERLY AND ANNUAL REPORTING DATES

| Quarterly Reporting Periods |                                                      | Report Due              |
|-----------------------------|------------------------------------------------------|-------------------------|
| First                       | July 1 <sup>st</sup> to September 30 <sup>th</sup>   | October 5 <sup>th</sup> |
| Second                      | October 1 <sup>st</sup> to December 31 <sup>st</sup> | January 5 <sup>th</sup> |
| Third                       | January 1 <sup>st</sup> to March 31 <sup>st</sup>    | April 5 <sup>th</sup>   |
| Fourth                      | April 1 <sup>st</sup> to June 30 <sup>th</sup>       | July 5 <sup>th</sup>    |

| Annual Reporting Periods |                             | Report Due      |
|--------------------------|-----------------------------|-----------------|
| Year 1                   | July 1 to June 30, 2022     | July 5, 2022    |
| Year 2                   | July 1 to June 30, 2023     | July 5, 2023    |
| Year 3                   | July 1 to June 30, 2024     | July 5, 2024    |
| Year 4                   | July 1 to June 30, 2025     | July 5, 2025    |
| Year 5                   | July 1 to June 30, 2026     | July 5, 2026    |
| Year 6                   | July 1 to December 31, 2026 | January 5, 2027 |



To: City Council  
From: Amy Arnold, TRMC, CMC  
Date: June 7, 2022

During pre-budget preparations, department directors meet with the city manager and finance director to review the department's proposed budget regarding updates, needs and wants. The city council line item budget is prepared by the city secretary for this review process. When converting to Opengov, some account names were changed, which may affect how council members choose to fund the line item accounts.

The 01-501 line item accounts needing council input are:

- 01-501-10-101 - Office Supplies
- 01-501-10-113 - Uniforms
- 01-501-20-214 - Other Professional Services
- 01-501-20-229 - Dues / Subscriptions /Memberships
- 01-501-20-231 - Events / Awards
- 01-501-20-232 - Marketing and Promotional
- 01-501-20-233 - Travel and Training
- 01-501-20-234 - Employee Appreciation (formerly In Sympathy/Memorials)
- 01-501-20-237 - Plaques/Awards and Recognition

## CITY COUNCIL LINE ITEMS FOR REVIEW

### **01-501-10-101 – Office Supplies**

Includes:

- General office supplies
- Specialty supplies such as minute books, registry, ordinance and resolution books
- Christmas Cards to send to other entities & professional partners
- Business cards
- Name plates for chambers

**Consider:** moving from paper business cards to digital business cards

---

### **01-501-10-113 – Uniforms**

Includes:

- Council Member name tags

**Consider:** Council member shirt options

---

### **01-501-20-214 - Other Professional Services**

Includes:

- Appraisals (3)
- Recodification (every 5 years; FY 2024)
- Other services needed and not covered under another line item
- Does not include legal services or audit services

**Consider:** adding professional photography for council member annual headshots and group photo to be included on website and other official governing body materials.

---

### **01-501-20-229 - Dues / Subscriptions /Memberships**

Includes:

- Mayors Council of Tarrant County annual dues
- ERCOT (Electric Reliability Council of Texas) annual dues
- NCTCOG (North Central Texas Council of Governments annual dues
- NCTCOG Emergency Preparedness (CASA) annual dues
- Texas Municipal League (TML) member service fee
- OCSC (ONCOR Cities Steering Committee) annual assessment fee
- ACSC (ATMOS Cities Steering Committee) annual assessment fee
- Texas Local Government Code publication
- International Code publications

## CITY COUNCIL LINE ITEMS FOR REVIEW

### **01-501-20-231 - Events / Awards**

Includes:

- Summer Celebration event
- Light the Night Parade Fireworks
- Candy for events

**Consider:** items to be covered under this account for the parade and summer celebration events.

---

### **01-501-20-232 - Marketing and Promotional**

Includes:

- Materials for marketing and promoting the City and City Council activities / events

---

### **01-501-20-233 - Travel and Training**

Includes:

- TML Annual Conference
- TC Mayors Council Annual Banquet
- TML Quarterly meetings
- TML Online Webinar Trainings including newly elected official training

**Consider:** adding additional training or conference opportunities related to local government provided via online webinar that will benefit the city and city council without requiring approval beforehand if the cost is below a predetermined amount.

---

### **01-501-20-234 - Employee Appreciation (formerly In Sympathy/Memorials)**

Includes:

- In Sympathy// Hospital Stay flowers for funerals of employee or elected official, former employee or elected official as well as family members such as spouse, child, parent, sibling.
- Does not include employee appreciation awards or banquets

---

### **01-501-20-237 - Plaques/Awards and Recognition**

- Includes:  
Citizen recognition plaque and refreshments if served during council meeting
  - Business recognition plaque and refreshments if served during council meeting
  - Employee appreciation awards or banquets
-



To: City Council  
From: Amy Arnold, TRMC, CMC  
City Secretary  
Date: June 7, 2022

Each department is required to update its goals, objectives and performance measures for the upcoming fiscal year. The city secretary updates these items for the city council 01-501 budget.

This agenda item will give council members the opportunity to review and become aware of the items as well as approve submittal to finance for inclusion in the FY 22-23 annual budget.

**Mission Statement:**

The City Council is committed to the health, safety and welfare of the community through sound infrastructure and public safety by addressing water, sewer, streets, fire and police services; establishing priorities, accountability measures and determined financial resources for sustainable services and growth.

**Values:****Core Values:**

- **Stability**- to operate services with the tools and resources needed to follow structured processes and procedures.
- **Efficiency** - to manage city resources in a way that ensures timely and cost effective delivery of services.
- **Reliable** – to lead with a commitment to dependability, trustworthiness, loyalty and authenticity.
- **Vision** – to act with intentional motivation towards the strategic direction of the city
- **Impartiality** – to serve with a sense of equality; an unbiased approach
- **Commitment** – to be an ambassador for the community during successes and failures.
- **Enthusiasm** – to embrace opportunity, be authentic, encourage growth and stay curious

**Strategic Anchors:**

- **Diverse Development and Growth**: Identify, support, and promote a variety of opportunities
- **Efficient Mobility**: Invest in systems, facilities and operations for sustainable mobility
- **Safety and Wellness**: Strengthen and sustain healthy community resources and assets

**Goals:**

1. *Promote policies for quality development and reinvestment opportunities*
2. *Support implementation of strategic plans to attract sustainable development projects*
3. *Invest in systems, facilities and operations to provide optimal services*
4. *Establish sustainable mobility and resilient utility infrastructure programs*
5. *Support leadership capabilities to attract and retain skilled workforce*
6. *Strengthen public safety through enhanced partnerships and Interlocal programs*
7. *Adhere to financial management principles to enhance accountability*
8. *Achieve fiscal wellness through management of resources and public assets*

The City Council is the governing body elected to oversee general administration of the city and represent the interests of residents. The city council is committed to the health, safety and welfare of the community through sound infrastructure and public safety by addressing water, sewer, streets, fire and police services; establishing priorities, accountability measures and determined financial resources for sustainable services and growth. City council is composed a mayor and five council members who are elected at-large and serve three-year terms. Operating under the council-manager form of government, the council enacts local legislation, adopts the operating budget and sets policy. Day-to-day operational matters are vested in a city manager who is appointed by and reports to the city council.

The city council strategic anchors are Diverse Development and Growth: identify, support, and promote a variety of opportunities; Efficient Mobility: invest in systems, facilities and operations for sustainable mobility; and Safety and Wellness: strengthen and sustain healthy community resources and assets.

City Council is guided by its Core Values which are:

**Stability**- to operate services with the tools and resources needed to follow structured processes and procedures.

**Efficiency** - to manage city resources in a way that ensures timely and cost effective delivery of services.

**Reliable** – to lead with a commitment to dependability, trustworthiness, loyalty and authenticity.

**Vision** – to act with intentional motivation towards the strategic direction of the city

**Impartiality** – to serve with a sense of equality; an unbiased approach

**Commitment** – to be an ambassador for the community during successes and failures.

**Enthusiasm** – to embrace opportunity, be authentic, encourage growth and stay curious



To: City Council  
From: Amy Arnold, TRMC, CMC  
City Secretary  
Date: June 7, 2022

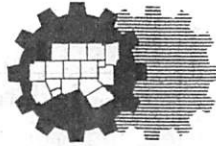
The Western Region Solid Waste Capacity Policy Advisory Group (PAG) serves the eight-county area of Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise Counties, known as the Western Region. The purpose of the voluntary group is to provide a forum for the Western Region to collaborate on the discussion, examination, planning, and implementation of cooperative approaches, programs or infrastructure for addressing landfill disposal capacity in the Western Region. The PAG also identifies mutually beneficial options, strategies, and partnerships for improving solid waste management conditions in the region.

Nominees, if approved, will work with other members of the PAG to find solutions for the common good and general welfare of the region.

As a city/town representative, the city nominee will serve as a voting member. Voting members are required to submit a nomination form supported by the organization being represented, the city.

Members serve 2-year terms beginning Oct 1 - Sept 30 of the second year and may be selected for reappointment.

Information on the Western Region PAG can be found at [NCTCOG](#)



North Central Texas Council Of Governments

Date: April 29, 2022

To: County Judges, County Commissioners, Mayors, Councilmembers, City Managers, Town Managers, Public Works Directors, and Solid Waste Managers in NCTCOG's Eight-County Western Region

From: Mike Eastland, Executive Director  
North Central Texas Council of Governments

RE: Formal Nominations Now Open for Membership on the Western Region Solid Waste Capacity Policy Advisory Group (PAG)

In order to continue the ongoing efforts to deal with the diminishing solid waste infrastructure capacity in the counties of Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise; we want to let you know that NCTCOG is now formally seeking nominations for membership on the Western Region Solid Waste Capacity Policy advisory Group (PAG) in accordance with the by-laws which were adopted by the PAG at its March 30, 2022 meeting. The by-laws can be found on NCTCOG's Western Region webpage, [www.nctcog.org/westernsolidwaste](http://www.nctcog.org/westernsolidwaste), under the green banner called "Upcoming Project Activities." More information about how to submit nominations can be found in this letter along with background information on the PAG and its structure.

The PAG is comprised of representatives from local governments in the eight counties and was initially formed in mid-2020 to provide input and guidance to the Western Region Solid Waste Capacity Study (Study). The Study was completed in July 2021 and resulted in two reports: the *Needs Assessment Technical Report*, which examined the solid waste capacity challenges of the Western Region, and the *Alternatives Analysis Technical Report*, which outlined ten alternatives to address those challenges. The reports, and a one-page summary of the ten alternatives, can be found on NCTCOG's Western Region webpage referenced above under the green banner "Western Region Solid Waste Capacity Study Final Reports (July 2021)."

The Study shows that the remaining landfill capacity in the Western Region is low and the locations available for municipal solid waste disposal are not distributed evenly. According to the Study, the Western Region will run out of landfill capacity by 2036 if current waste infrastructure remains unchanged and projections of waste generation are accurate. Not only is the remaining landfill capacity low, but there are also only three remaining municipal solid waste landfills in the Western Region (City of Arlington, City of Fort Worth, and Turkey Creek Landfill in Johnson County), all of which are located on the extreme eastern side of the Western Region. This presents potential issues with transportation and costs. However, the study did conclude that

there are opportunities for the Western Region to address these challenges cooperatively and achieve greater sustainability and efficiencies, and reduced costs.

The purpose of the PAG is to serve as a forum for the Western Region, and all the communities therein, to identify, discuss, and implement collaborative solutions for increasing solid waste capacity and improving solid waste management. NCTCOG encourages you to nominate yourself or another representative from your city or county to participate on the PAG and contribute your voice to this important discussion. Formal nominations to the PAG can be submitted by completing the attached nomination form and emailing it as a scanned pdf to Elena Berg, NCTCOG, at [eberg@nctcog.org](mailto:eberg@nctcog.org), by **5:00 p.m. on Friday, June 10, 2022**. Those who wish to be considered for an officer position are asked to please notify Elena Berg when submitting the nomination form.

The membership composition of the PAG, as outlined in its by-laws, is categorized into two groups: voting and non-voting members. When all voting membership positions are filled, the PAG will have thirty-two member representatives, one from each of the eight Western Region counties and twenty-four representatives from communities of varying population sizes. Non-voting members of the PAG include all other individuals or entities who wish to participate. They do not need to submit a nomination form, but instead are asked to please notify Elena Berg of their interest in participating via email.

The PAG will meet to review the nominations received by NCTCOG, discuss the election of officers, and other next steps at its upcoming meeting, which will be held online on:

**Thursday, June 16, 2022**

**9:30 a.m. – 11:00 a.m.**

**RSVP and Add to Calendar: <https://www.addevent.com/event/Tr13456087>**

**Agenda to come via email.**

NCTCOG hopes that you will consider nominating yourself or a representative from your county or community to serve on the PAG and attend the next meeting. If you have any questions, please contact Elena Berg at [eberg@nctcog.org](mailto:eberg@nctcog.org), or 817-608-2363. Thank you.

**MEMBERSHIP NOMINATION FORM**  
**Western Region Solid Waste Capacity Policy Advisory Group (PAG)**

---

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Business Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Civic Affiliations:** \_\_\_\_\_

\_\_\_\_\_

**Relevant Work, Education, or Other Experience:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Describe How You Could Contribute as a Member of the PAG:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE OF NOMINEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE OF EXECUTIVE OFFICER OF ENTITY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME OF EXECUTIVE OFFICER:** \_\_\_\_\_

Please email this completed form as a scanned PDF to the Chair, Vice-Chair, and Secretary of the PAG.

**BY-LAWS OF THE  
WESTERN REGION SOLID WASTE CAPACITY POLICY ADVISORY GROUP (PAG)**

**ARTICLE I. Name and Purpose**

The Western Region Solid Waste Capacity Policy Advisory Group (PAG) serves the eight-county area of Erath, Hood, Johnson, Palo Pinto, Parker, Somervell, Tarrant, and Wise Counties (hereafter referred to as the Western Region). It is a voluntary group organized for the purpose of providing a forum for the Western Region to collaborate on the discussion, examination, planning, and implementation of cooperative approaches, programs, or infrastructure for addressing landfill disposal capacity in the Western Region. This includes examining the benefits and feasibility of creating a solid waste management agency for the Western Region. It is also organized as a forum for identifying mutually beneficial options, strategies, and partnerships for improving solid waste management conditions in the Western Region in areas such as transportation, recycling, and organics management, among others identified by the PAG. The PAG shall aim to find solutions that are consistent with the common good and general welfare of the cities and counties in the Western Region. Individuals or entities who have an interest in advancing these purposes or have expertise on solid waste management topics are encouraged to participate on the PAG.

**ARTICLE II. Membership**

The PAG is open to all participants from any entity with an interest in furthering the purpose of the PAG as stated in Article I.

**Section 1. Composition**

The PAG voting membership shall consist of two membership categories in accordance with the structure outlined below. The PAG shall consist of a minimum of 10 members and shall not exceed 32 members. This structure is subject to variation as deemed necessary by the PAG, provided these changes adhere to the provisions in Article VII, Section 1, of these by-laws.

1. PAG voting representation (number of representatives indicated in parentheses)
  - a. One county representative from each of the eight counties in the Western Region
    - i. Erath
    - ii. Hood
    - iii. Johnson
    - iv. Palo Pinto
    - v. Parker
    - vi. Somervell
    - vii. Tarrant
    - viii. Wise
  - b. City/Town Representatives within the 8 counties listed in Article II, Section 1, (a), with representation based on the most recent NCTCOG annual population estimates or census estimates if no NCTCOG estimate is available, to include:
    - i. Small cities/towns: 1,500 or less (7)
    - ii. Small to Medium cities/towns: 1,501 – 7,000 (7)
    - iii. Medium to Large cities: 7,001-80,000 (7)
    - iv. Large cities: 80,000 or greater (3)

- c. All voting member organizations and their representatives shall be subject to the approval of the PAG.
- d. A voting member representative may be reappointed by the PAG for additional terms.
- 2. PAG Ex-officio (non-voting) representation
  - a. City/Town or county representatives who are not designated as a voting member in Article II, Section 1
  - b. NCTCOG representative(s)
  - c. Private sector service providers related to solid waste, composting, recycling, solid waste hauling, and other source reduction materials management activities
  - d. Environmental/public interest groups related to the advancement of materials management responsibilities.
  - e. Representatives of interests not otherwise serving on the PAG may be invited to serve in an ex-officio, non-voting capacity to provide advisory assistance to the PAG.

### **Section 2. Appointment to the PAG**

- 1. All individuals wishing to serve as a voting member of the PAG will be required to submit a nomination form to the Chair to be considered by the PAG and must have the support of the organization being represented. All voting member organizations and their representatives shall be subject to the approval of the PAG.
- 2. All individuals wishing to serve as an ex-officio, non-voting member of the PAG will be required to notify the Chair and the Vice-Chair by email or phone. If an ex-officio member is employed by an entity listed in either Article II, (2), (b) or (c), and a matter comes before the PAG that directly or indirectly affects the entity employing the ex-officio member, that member shall so inform the PAG ahead of any discussion.

### **Section 3. Qualifications**

Voting member representatives on the PAG must have the support and/or documented authorization of the member organization represented.

### **Section 4. Terms**

- 1. Each PAG member representative shall serve a two-year term. The terms will be staggered with approximately one-half of the representatives appointed or reappointed each year. To provide for staggered terms at the PAG's initial establishment, the Chair shall use sortition to establish two groups with staggered terms on the PAG. One group shall serve an initial one-year term and the other group shall serve the standard two-year term.
- 2. The standard term of appointment for each member representative of the PAG shall begin on October 1 and shall be through September 30 of the second year.
- 3. A voting member representative may be selected for re-appointment subject to approval by the PAG.

### **Section 5. Vacancy**

A vacancy occurs when:

- a. A member representative becomes incapacitated; or,
- b. A member representative resigns (resignations shall be submitted in writing to the PAG Chair); or,
- c. A member representative no longer satisfies the qualification requirement.

In the event of a vacancy, the replacement may be appointed from within said vacated representative's member organization within a three-month time period and shall serve for the remainder of the vacated representative's unexpired term. Otherwise, the PAG shall recommend a replacement for the vacancy or request an out-of-cycle nomination.

#### **Section 6. Designated Alternates**

Within two months of the start of his/her term, each PAG voting member representative shall name, by written correspondence to the PAG Chair, Vice-Chair, and Secretary, a Designated Alternate to perform in PAG activities with the full responsibilities and rights of the absent member.

#### **Section 7. Attendance**

- a. Member representatives are expected to attend PAG meetings and participate in other PAG activities. Attendance records documenting representative absences will be maintained by the PAG Secretary.
- b. If the member representative is unable to attend a meeting, a designated alternate shall attend in his/her place. Designated alternates are individuals identified and appointed by the member representative to represent him/her. This person will be from the same organization as the PAG member representative and will be allowed to vote.
- c. A member representative's attendance and participation in meetings will be evaluated and taken into consideration during the PAG member reappointment process.

### **ARTICLE III. Officers**

#### **Section 1. Titles and Terms of Office**

The Officers of the PAG shall consist of a Chair, Vice-Chair, and Secretary. The Officers of the PAG and the officer duties may be modified in the future as deemed necessary by the PAG, provided that these changes adhere to the provisions in Article VII, Section 1, of these by-laws. Officers of the PAG shall serve a term of two years and be a PAG representative of a county or city in Article II, Section 1, (a) or (b). Officers of the PAG are approved by a majority vote of the PAG, and may not hold more than one office at a time.

#### **Section 2. Powers and Duties**

##### *Chair*

- a. The Chair, with assistance from the Vice-Chair, will solicit input from the PAG and develop agendas for the meetings.
- b. The Chair presides at meetings of the PAG.
- c. The Chair, or the Chair designee, with the approval of the PAG, shall speak at all outside meetings or events in order to promote awareness of the PAG or its purposes.

##### *Vice-Chair*

- a. The Vice-Chair performs the duties of the Chair in his/her absence.
- b. In the event that the Chair and Vice-Chair are absent or unable to perform their duties, upon mutual agreement, PAG representatives present will elect a Chair Pro-Tem for that meeting.

##### *Secretary*

- a. The Secretary keeps minutes of all meetings of the PAG, including attendance, and shall provide all meeting notices.

- b. In the event that the Secretary is unable to perform his/her duties at a meeting, the Chair shall name a PAG member representative to serve as Secretary until a replacement can be nominated and approved by the PAG.

### **Section 3. Appointment**

- a. The PAG voting members shall put forth candidates for officers for a PAG vote.
- b. The appointment and reappointment of PAG officers will occur at the same time as the appointment of PAG member representatives.

### **Section 4. Vacancy**

- a. In the event the Chair is unable to fulfill his/her term, the Vice-Chair will assume the responsibilities of the Chair until the PAG nominates a new Chair for PAG approval, and, if applicable, the new Chair will serve for the remainder of the previous Chair's unexpired term.
- b. In the event the Vice-Chair is unable to fulfill his/her term for any reason, the PAG will nominate a new Vice-Chair for PAG approval.
- c. In the event the Secretary is unable to fulfill his/her term for any reason, the PAG will nominate a new Secretary for PAG approval.
- d. In the event that the Chair, Vice-Chair, and Secretary are simultaneously unable to fulfill their terms, following a determination by the PAG that these positions are vacated, the PAG will appoint a Chair Pro-Tem to seek nominations and the PAG shall elect a new Chair, Vice Chair, and Secretary at the next regularly scheduled meeting to assure continuity of operations. The PAG will thereafter nominate a replacement Chair, Vice-Chair, and Secretary for PAG approval.

## **ARTICLE IV. Meetings**

Regular meetings of the PAG will be held at least quarterly, at such times and places as designated by the PAG. The PAG may meet more often to accomplish necessary business beyond the scope of the regularly scheduled meeting. The Secretary shall give notice of each regular meeting by email or telephone. Special and emergency meetings of the PAG may be held whenever called by the Chair and Vice-Chair, or by a majority of the PAG members. The Secretary shall give notice of each special and emergency meeting to all PAG members by email or telephone at least three days before the meeting.

### **Section 1. Professional Conduct**

Members should maintain objectivity and professionalism when carrying out business of the PAG. In the event a member acts in a manner which brings the work of the PAG into question or controversy, it shall be the responsibility of the PAG officers to address the incident with the member and/or member organization.

### **Section 2. Business Procedure**

- a. Except where these by-laws require otherwise, *Robert's Rules of Order* shall govern the conduct of PAG meetings.
- b. Written notice, including an agenda, of each meeting shall be prepared and transmitted by the Secretary prior to the meeting date. Business of the PAG may be conducted electronically, with the concurrence of the Chair or Vice Chair.

### **Section 3. Quorum**

- a. The presence of six or more PAG voting member counties or cities, designated as such by Article II, Section 1, constitutes a quorum for conducting PAG business.
- b. A majority vote of the PAG members present at a meeting at which quorum is established is necessary to approve a motion by the PAG.
- c. If at any meeting of the PAG there is less than a quorum present, a majority of those present may:
  - i. Conduct/business outlined on the agenda (without taking action), and/or
  - ii. Adjourn the meeting.
- d. A majority of PAG members must be present for any emergency or special meeting.

### **Section 4. Recommendations to NCTCOG's Executive Board**

In the event the PAG decides to send a recommendation to NCTCOG's Executive Board, a quorum and a positive vote of two-thirds of those members of the PAG present is required.

### **Section 5. Open Meetings**

- a. All meetings of the PAG shall be open to the public.
- b. The PAG Secretary shall email the summaries of PAG meetings and documents distributed at PAG meetings to all PAG members and meeting attendees.

### **Section 6. Conflicts of Interest**

- a. A PAG member must disclose any potential conflict of interest to the entire PAG when a vote is called for at a regular PAG meeting. The PAG member with a conflict pertaining to the action being taken must declare a conflict of interest to the PAG prior to the vote, refrain from discussion, and shall recuse themselves from the vote.
- b. It is the intent of these by-laws, that PAG officers and PAG members shall take all steps to avoid the appearance of impropriety in the conduct of their affairs on behalf of the PAG. This includes not engaging in any conduct or business that may be deemed to compromise their independent judgment in executing their duties as PAG members.

## **ARTICLE V. Subcommittees**

### **Section 1. Ad Hoc Subcommittees**

#### **1. Appointment**

Ad hoc subcommittees may be appointed by the Chair with the approval of the PAG and shall serve for special purposes to comply with special needs of the PAG.

#### **2. Duties**

Ad hoc subcommittees shall carry out duties assigned by the PAG.

#### **3. Terms**

Terms of membership on ad hoc subcommittees shall be established to achieve the purpose for which the subcommittee was created.

#### 4. Meetings

The method for calling ad hoc subcommittee meetings shall be at the discretion of the ad hoc subcommittee members.

#### 5. Officers

Members of the ad hoc subcommittee shall elect the Chair and Vice-Chair of the ad hoc subcommittee. The Vice-Chair shall preside in the Chair's absence.

### **Section 2. Standing Subcommittees**

Standing Subcommittees may be established by the PAG as the need is defined. A quorum and a two-thirds affirmative vote of those members of the PAG present is required to establish or abolish standing subcommittees or other special groups.

## **ARTICLE VI. Funding Commitment**

Funding commitments to support meeting expenses, projects, studies, or any other needs of the PAG, can be discussed and approved by the PAG in the future, as needed. Any amendments or alterations to the by-laws that may be needed at a future time regarding funding commitments must adhere to the provisions in Article VII, Section 1, of these by-laws. The PAG can also seek funding from other sources.

## **ARTICLE VII. Miscellaneous Provisions**

### **Section 1. Amendments to By-Laws**

A proposal to alter, amend, or repeal these by-laws shall be made by the affirmative vote of a majority of the PAG at any regular or special meeting, provided notice of the proposed amendment is contained in the notice of said meeting. However, any proposal to alter, amend, or repeal these by-laws requires a quorum and affirmative vote of two-thirds of the PAG members present to be effective.

### **Section 2. Acceptance of Gifts**

No PAG officer or member shall accept any gift or benefit as consideration for any decision, opinion, recommendation, vote, or other exercise of discretion in carrying out acts on behalf of the PAG. No PAG officer or member shall solicit, accept, or agree to accept any gift or benefit from a person known to be interested in or likely to become interested in any contract or transaction involving the exercise of the PAG officer's or member's discretion.

### **Section 3. Code of Ethics**

PAG officers and members shall conduct themselves in a manner consistent with sound business and ethical standards; that the public interest and sound solid waste management practices always be considered when conducting PAG business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the PAG; and that the PAG manages affairs fairly.

**MEMBERSHIP NOMINATION FORM**  
**Western Region Solid Waste Capacity Policy Advisory Group (PAG)**

---

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Business Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Civic Affiliations:** \_\_\_\_\_

\_\_\_\_\_

**Relevant Work, Education, or Other Experience:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Describe How You Could Contribute as a Member of the PAG:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE OF NOMINEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE OF EXECUTIVE OFFICER OF ENTITY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME OF EXECUTIVE OFFICER:** \_\_\_\_\_

Please email this completed form as a scanned PDF to the Chair, Vice-Chair, and Secretary of the PAG.

| Table E-1 Summary of Alternatives                                                                                                                                                                                                                                                                                 |                                                                                                                                                |                          |                         |                           |                    |                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|---------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Alternative                                                                                                                                                                                                                                                                                                       | Description                                                                                                                                    | Impact on Waste Capacity | Efficiency Improvements | Implementation Complexity | Fiscal Impacts *** | Other Benefits                                                                                                                  |
| Formalize the PAG                                                                                                                                                                                                                                                                                                 | This is an interim step towards development of a WRSWMA. Improved communications will help identify short-term wins.                           | Low*                     | Medium                  | Low                       | Low                | This is an interim step towards development of a WRSWMA. Improved communications will help identify short-term wins.            |
| Establish WRSWMA                                                                                                                                                                                                                                                                                                  | A WRSWMA has the potential to implement a variety of program that will lead to improvements in regional programs.                              | Low*                     | High                    | High                      | Low / Medium       | A WRSWMA has the potential to implement a variety of program that will lead to improvements in regional programs.               |
| Cooperative public Information programs                                                                                                                                                                                                                                                                           | Improved program cost-effectiveness and training will lead to better management of programs.                                                   | Low                      | Medium                  | Low                       | Low                | Improved program cost-effectiveness and training will lead to better management of programs.                                    |
| Cooperative recycling marketing                                                                                                                                                                                                                                                                                   | Cooperative programs present an opportunity for communities in rural areas to establish and/or operate more cost-effective recycling programs. | Low                      | Low / Medium**          | Low                       | Low                | Cooperative programs present an opportunity for communities in rural areas to more cost-effectively operate recycling programs. |
| Increase availability of convenience stations & recycling centers                                                                                                                                                                                                                                                 | Offers potential to reduce illegal dumping and can offer recycling options in areas where there is not collection program.                     | Low                      | Low / Medium**          | Medium                    | Medium             | Offers potential to reduce illegal dumping and recycling options in areas where there is not collection program.                |
| Increase organics management capacity                                                                                                                                                                                                                                                                             | Compost facilities offer an alternative to landfilling brush and biosolids (sludge).                                                           | Medium                   | Medium                  | Medium                    | Medium             | Compost facilities offer an alternative to landfilling brush and biosolids (sludge).                                            |
| Cooperative collection services                                                                                                                                                                                                                                                                                   | Multi-city collection contracts should yield lower costs. Can be a means of establishing flow control to a specific facility.                  | Low                      | High                    | Medium                    | Low / Medium       | Multi-city collection contracts should yield lower costs. Can be a means of establishing flow control to a specific facility.   |
| Cooperative disaster debris management programs                                                                                                                                                                                                                                                                   | Cooperative action to address storm events can improve recovery times and reduce environmental impacts of disaster events.                     | Low                      | Medium                  | Medium                    | Low                | Cooperative action to address storm events can improve recovery times and reduce environmental impacts of disaster events.      |
| Increased transfer station capacity                                                                                                                                                                                                                                                                               | Transfer stations in certain areas will reduce haul costs and make collection systems more efficient.                                          | Low                      | High                    | High                      | High               | Transfer stations in certain areas will reduce haul costs and make collection systems more efficient.                           |
| Increase landfill capacity                                                                                                                                                                                                                                                                                        | Region has approximately 15-20 years remaining capacity, about the time it takes to identify, permit and construct new capacity.               | High                     | High                    | High                      | High               | Region has approximately 15-20 years remaining capacity, about the time it takes to identify new capacity.                      |
| <p>* By themselves these will not significantly reduce waste but they create an organizational structure that can implement the following recommendations.</p> <p>** Low in urban settings, Medium in more rural settings</p> <p>*** Low – under \$1 million, Medium \$1 - \$5 million; High over \$5 million</p> |                                                                                                                                                |                          |                         |                           |                    |                                                                                                                                 |



To: Economic Development Corporation Board of Directors  
From: Amy Arnold, TRMC, CMC  
City Secretary  
Date: June 7, 2022

On July 6, 2021, the White Settlement EDC approved the sale of 730 S. Cherry Lane, authorizing the City Manager to negotiate, finalize and execute the contract.

On February 25, 2022, the final executed contract was submitted to the title company by the City Secretary. To date, the document has not been returned for permanent filing.

During the time of final execution and the title company signing, a reorganization by the buyer resulted in a name change. This change needs to be on record as approved by the EDC Directors for finalizing the sale of the property.

Due to the name change, an extension to the closing date is also being requested in order to allow for updates to closing documents.

After approval of the attached resolution, the same will be presented to city council to confirm acknowledging and accepting EDC's approval of the amendments; the amendment will be executed and provided to the Title Company for final processing of the sales documents.

Staff recommends approval.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOT 12 AND A PART OF LOT “A”, BLOCK 20, MCDONNELL ADDITION, WHITE SETTLEMENT, TARRANT COUNTY, TEXAS; MORE COMMONLY KNOWN AS 730 S. CHERRY LANE, WHITE SETTLEMENT, TEXAS.**

**WHEREAS**, the White Settlement Economic Development Corporation (“WSEDC”) is the owner of an approximate 3.09-acre tract of real property described as Lot 12 and a part of Lot “A”, Block 20, McDonnell Addition, White Settlement, Tarrant County, Texas, more commonly known as 730 S. Cherry Lane, White Settlement, Texas (“Property”); and

**WHEREAS**, the Board of Directors of the WSEDC has determined that the project (as that term is defined in Title 12, Subtitle C1 of the Texas Local Government Code) for which the Property was required is no longer viable and desires to sell the Property for fair market value; and

**WHEREAS**, the Board of Directors finds that the sale of the Property will benefit the proper and orderly growth of the City of White Settlement.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WHITE SETTLEMENT ECONOMIC DEVELOPMENT CORPORATION, THAT:**

**SECTION 1**

The sale and conveyance of the Property to GRB Development, LLC, or its assigns, is approved in the amount of \$400,000.

**SECTION 2**

The President of the WSEDC is authorized to execute all documents in order to complete the conveyance of the Property, including, but not limited to: (i) the contract of sale; (ii) a deed conveying the Property; and (iii) any documents reasonably requested by the title company.

**PASSED AND APPROVED** on this the 7<sup>th</sup> day of June, 2022.

Approved:

\_\_\_\_\_  
Jeffrey J. James  
President

Attest:

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



COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER  
CONCERNING THE PROPERTY AT

730 S. Cherry Lane, White Settlement, 76108

Effective May 20, 2022, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- ☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:
- Cash portion payable by Buyer at closing. . . . . \$
- Sum of all financing described in the contract. . . . . \$
- Sales price (sum of cash portion and sum of all financing) . . . . . \$

- ☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit or as follows:

- ☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

(TXR-1932) 4-1-18

Initialed for Identification by Seller \_\_\_\_\_, \_\_\_\_\_ and Buyer \_\_\_\_\_, \_\_\_\_\_

DS  
GB

Page 1 of 2

Amendment to Commercial Contract concerning 730 S. Cherry Lane, White Settlement, 76108

- ☐ D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on \_\_\_\_\_.
- ☐ (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of \$ \_\_\_\_\_. *(Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)*
- ☐ (2) Buyer has paid Seller additional consideration of \$ \_\_\_\_\_ for the extension. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.
- ☒ E. Closing: The closing date in Paragraph 10A of the contract is changed to June 17, 2022.
- ☐ F. Expenses: At closing Seller will pay the first \$ \_\_\_\_\_ of Buyer's expenses under Paragraph 13 of the contract.
- ☐ G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- ☐ H. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- ☒ I. Other Modifications:  
**-Buyer's name on contract is changed from Glen Burda to GRB Development, LLC**

**Seller: The Economic Development Corporation**

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

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

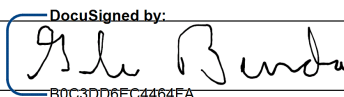
By: \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Buyer: GRB Development, LLC**

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

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_