



NOTICE OF A PUBLIC MEETING

AN AGENDA OF A REGULAR MEETING OF THE CITY COUNCIL

CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – January 3, 2023

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

INVOCATION / PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

The purpose of this item is to allow the public 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 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

1. City Manager Presentation of items of community interest.
2. Presentation to receive the 2022 National Night Out Award on behalf of the community

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.

3. Approval of City Council meeting minutes:
 - a. December 6 , 2022.
4. Acknowledge receipt of and accept Audit Engagement Letter 2022 from Pattillo, Brown & Hill, LLP.
5. Approval of an Interlocal Cooperation Agreement (ILA) to provide detention services for the Town of Westover Hills.
6. Approval of a Mutual Aid Agreement with Naval Air Station Fort Worth Joint Reserve Base (NAS JRB) for the provision of fire and emergency services mutually provided between NAS JRB and White Settlement Fire Department.

DELIBERATION AGENDA

7. Discuss and consider an ordinance adopting the City's Code of Ethics and Conduct for Elected and Appointed Officials. (Amber Munoz)

8. Hold a Public Hearing to consider an ordinance rezoning property located at Silver Creek Plaza addition, Block 2, Lots 1R, 2, and 3, from P-D (Planned Development) to C-C (Commercial Corridor).

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:

9. 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
10. Section 551.074 Deliberation Regarding Personnel Matters. The City Council reserve the right to adjourn into Executive Session at any time during the course of the meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to include the following topic
 - a. City Attorney

RECONVENE IN OPEN SESSION

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

ADJOURNMENT

I certify that the above notice of meeting was posted in the bulletin board outside City Hall at 214 Meadow Park Drive, White Settlement, TX on December 16, 2022 before 5 PM.

Amy Arnold, TRMC, CMC
City Secretary

Accessibility Statement: 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.

White Settlement Police Department Receives 2022 National Night Out Award from National Association of Town Watch

On Thursday, December 8, 2022, the White Settlement Police Department was notified by the National Association of Town Watch that the agency received the 2022 National Night Out Award, based upon the level of participation and number of events hosted on October 4, 2022. In order to be eligible for recognition, law enforcement agencies are required to register their National Night Out campaign, become a member of the National Association of Town Watch, enter the national awards program, and submit an exhaustive summary report on National Night Out activities for consideration and judging.

WSPD's awards submission included:

- A large format picture book culminating the event held at Veterans Park;
- A 57-page summary report detailing all events, activities, attendance, and participation levels;
- A detailed map of the location of vendors and agencies who participated;
- Summary of media strategy, including proactive social media posts and videos, along with news coverage; and
- A recap of 34 organizations, law enforcement agencies, social service organizations, and public safety groups who participated.

The campaign leading up to the event began on May 16, 2022 and ran through October 2022, which included digital billboards, media advertisements, community engagement discussions, planning meetings, social media posts, and signage placed across town. In total, almost 1,000 attendees showed up to participate, not including police officers, vendor employees and city officials.

"This was a historic turnout based upon previous year's attendance numbers and coming out of the worldwide pandemic," said Chief of Police Christopher Cook. "Our approach was to invite multiple law enforcement agencies and community organizations to participate at a centralized location, which ended up being a recipe for success. We look forward to building upon this momentum and hosting an even larger event in 2023. On behalf of our public safety team in White Settlement, we are honored to receive this 2022 National Night Award for our city."

In total, 12 area law enforcement agencies from local, state, federal, and military police departments participated in the fall event. This was the first year that the City of White Settlement formally registered with the National Association of Town Watch.

A video recap of the event is included here: <https://youtu.be/A4ycqAT8Cbg>



**MINUTES OF A REGULAR MEETING OF THE
CITY COUNCIL**

CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – December 6, 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 pm announcing a quorum of members present as follows: Council Member Moore

Mayor Pro Tem Spurlock

Council Member Munoz

Council Member Williams

Council Member Geesa

Council Member Elect Alan Price

Others present included Executive Staff members City Manager Jeffrey J. James, City Secretary Amy Arnold and City Attorney Drew Larkin. Other staff present included Executive Administrative Assistant Ann Elias, Building Official Robert Nunley, Community Services Director Rich Tharp, Public Works Director Larry Hoover, Police Chief Christopher Cook, City Marshal Randy Rogers, Purchasing Agenda Lonnie Yates and Communications Manager AC Hall. Mr. Shawn Eiras of Frontier Waste Solutions was also present.

INVOCATION / PLEDGE OF ALLEGIANCE Mayor White led the Pledge of Allegiance and invocation.

PUBLIC PARTICIPATION

Bobbie Weast of 833 Hallvale Drive addressed the City Council in opposition to a new trash collection agreement, specifically cart pickup, sharing her personal experience in a neighboring community. Ms.

Michele Cooper of 761 Hallvale Drive addressed the City Council mentioning her appreciation to Mayor Pro Tem Spurlock and shared a personal story of how Ms. Spurlock assisted and communicated during the ice storm as an example of one reason why she appreciates Ms. Spurlock.

Scott Evans of 805 Perry Drive addressed the City Council in opposition to water rates. Mr. Evans displayed a poster-size graph of rates and mentioned a public information request he submitted to Fort Worth regarding that city's water rate increase. Mr. Evans explained his frustration with and position against rate increases.

PRESENTATIONS

1. Chief of Police presentation of Certificates of Honorable Service and Mention.

Police Chief Christopher Cook shared a brief news coverage video of an accident involving a motorized bicycle operator and a vehicle. Chief Cook gave details of the response by individuals working in a nearby business and first responders noting the victim was thought to have been in grave condition; however a full recovery is expected due to their actions. Certificate recipients included: WSPD Sgt.

James Stewart, Officer Payton Wyly, Gasper Martinez, Drew Belanger, Kristian Milum, Melinda Austin, Christopher Hinds, Zachary Hinds, Captain John Warren, Engineer/ Paramedic Travis Broom, Firefighter/EMT William Sclafani, Firefighter/EMT Noah Raney and Firefighter/EMT Michelle McNamee.

2. City Manager presentation of items of community interest.

City Manager Jeff James began his presentation noting the Police Department non-emergency number is not working and provided another number to call for non-emergencies. Mr. James confirmed through Chief Cook that 911 is operational. Mr. James thanked staff and the community for the tremendous turnout to the 2022 Light the Night Parade. Mr. James gave information on current and upcoming events which included Toys for Tots ends December 9th, Grease roundup and through January 14th at 8212 Albert Drive, Senior Center coat and blanket drive, Farmer's Market Holiday Festival December 17th, Christmas Tree roundup December 26th through January 15th, a new Library Masters Lab program which includes sewing, media and 3-D printing, winter open gym dates and winter softball league.

CONSENT AGENDA

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

3. Approval of City Council meeting minutes:
 - a. November 1, 2022
 - b. November 22, 2022
4. Acknowledge and accept an agreement between the White Settlement Fire Department and Tarrant County College District Fire Training Center for Fire Training services through September 30, 2023.
5. Approval of White Settlement Police Department agreement for Dell Financial Services Mobile Data Computers for Police Vehicles and Mounts.
6. Approval of rescheduling the July 2023 City Council Meeting from Tuesday July 4, 2023 to Thursday July 6, 2023.

OATH OF OFFICE

City Secretary Amy Arnold administered Oath of Office to the following elected officials:

7. Administer Oath of Office to Council Member Place 3 Elect, Amber Munoz, for the term November 2022 through November 2025.
8. Administer Oath of Office to Council Member Place 2 Elect, Alan Price, for the term November 2022 through November 2025.

A brief recess will be held to allow for new members to take their seat.

Mayor White called a short recess at 7:05 p.m. Mayor White reconvened the meeting at 7:15 p.m. Upon reconvening the meeting, Council Member Alan Price thanked Evelyn Spurlock for her hard work on the recent Light the Night Parade celebration and events.

9. Discuss and take action with respect to the election of Mayor Pro Tem. For this item, nominations for the position of Mayor Pro Tem will be considered one at a time.

Council Member Wright began to make a motion and was interrupted by Council Member Price. Mayor White allowed Council Member Wright to make his nomination. Council Member Wright nominated Council Member Amber Munoz. Mayor White asked Council Member Price if he had a nomination. Council Member Price nominated Gregg Geesa. Hearing no other nominations, Mayor White asked for a motion on nominations.

Council Member Wright made a motion to nominate Amber Munoz as Mayor Pro Tem. Council Member Moore seconded the motion which carried with a vote of 3 to 2 with Council Member Price and Council Member Geesa voting nay.

10. Administer Oath of Office to Mayor Pro Tem.

City Secretary Amy Arnold administered the Oath of Office to Mayor Pro Tem Amber Munoz.

DELIBERATION AGENDA

11. Discuss and consider directing staff to hang former Mayor's photos in the council chambers. This item is at the request of Council Member Alan Price.

Mayor White recalled photos being removed due to previous remodel. Council Member Moore mentioned the upcoming audio/visual upgrade. City Manager Jeffrey J. James confirmed the council-approved upgrade is included in the current budget with plans to have the upgrades completed in 2023.

Council Member Price mentioned he requested the item be placed on the agenda referencing his recollection of the rooms appearance years ago. Council Member Price called on Council Member Geesa to explain his thoughts on placement of the photos.

Council Member Geesa explained he would like to see the photos moved to Pecan Grove Convention Center to be more visible. Council Member Geesa continued by saying he would like current council member photos on display at city hall.

City Secretary Amy Arnold explained original photos are historical documents that she would not allow to be placed in a location where the preservation is not secure; confirming digital copies are available and could be used for Pecan Grove.

Council Member Wright made a motion to place digital copies of past Mayors photos at Pecan Grove, keeping originals at city hall to be hung when upgrades are complete, and council member photos if needed. Council Member Geesa seconded the motion which carried unanimously.

12. Discuss and consider amending solid waste collection options from cart only to optional bag and /or cart pickup and amending the frequency of bulk pick up from one time every other month to once per month. This agenda item is presented at the request of resident Aaron James.

Resident Aaron James presented information to council members as to why he feels the vendor and service style should not change. Examples given by Mr. James included affecting those on a fixed income, high inflation, disproportionately impacting the elderly and disable and would take away the independence of some residence. Mr. James referenced a city survey sharing his belief that not all

residents received the survey. Mr. James also mentioned meeting with the current provider, questioned the RFP, rates and transparency in the proposals received prior to the award. Mr. James displayed what he said to be a contract with the current vendor for continued service and asked the council to consider approving the contract.

Evelyn Spurlock of 1213 Doreen Street addressed the City Council referencing the council's involvement in the entire process, the twisted and inaccurate information being shared and encouraged members to hold fast to their decisions and what the citizens want.

Scott Evans of 805 Perry addressed the City Council mentioning he feels customers should get the same or better when vendors change and feels residents will be receiving less. Mr. Evans reflected on trash service being unchanged many years. Mr. Evans asked council to consider services to be received compared to costs.

No motion was taken on this item.

13. Discuss and consider approval of contract with Frontier Waste Solutions for Solid Waste Collection Service.

Much discussion was heard on this contentious item. City Manager Jeff James clarified staff was unaware of the supposed contract Mr. Aaron James displayed, attempted to make a presentation on the contract information and made himself available to answer questions of the City Council.

Mayor White and City Council members posed questions including the origins of the supposed contract shown by Mr. Aaron James, clarification as to how the survey was distributed to residents, availability of extra carts to those with large families, holiday pickup schedule and trash overflow during holidays; why two-times per week option was not provided by Frontier; provisions for the elderly and special needs residents; how recycling guidelines would be provided to residents and the future of bag collection. Members made comments on prospective providers being for-profit service providers versus non-profit therefore work to earn profit, and referenced information provided in the RFP binder stressing the need for a decision.

After lengthy discussions and interruptions, City Manager Jeff James was able to make his presentation stating the proposal on the table is once per week garbage and recycling pickup with every other month bulk pickup and noted the forthcoming expiration of the current contract being April 2023 and confirmed prospective providers bid on services according to RFP requirements, with each vendor submitting rates higher than current rates. City Manager Jeff James referenced his presentation at the November 22nd meeting to the City Council and Council Member (elect at the time) Alan Price, during which he provided detailed information as directed by City Council. City Manager Jeff James reiterated the importance of making a decision followed by an explanation that waiting too long would put the city in a bind and his duty to warn council of such. City Manager Jeff James responded to council questions with correct information regarding the bid process and proposals received while reminding members the decision is that of the City Council not of city staff. City Manager Jeff James confirmed the survey was 1) mailed to all water customers via customer utility bill, 2) posted in every city building, 3) on the city website, 4) included on the city app, and 5) mailed separately from the utility bill. City Manager Jeff

James also confirmed the proposed contract with Frontier allows for changes due to technology and equipment as needed.

Mayor Pro Tem Munoz requested Mr. Shawn Eiras of Frontier Waste Solutions, be allowed to answer questions of the City Council regarding Frontier's service. Mr. Eiras responded to questions providing information on the special assistance program including customer registration process; confirmed response to all service levels listed on the RFP including two-times per week pickup; agreement with holidays as listed in the RFP confirming Thanksgiving Day and Christmas Day scheduled trash days would be picked up the next day with allowance for extra volume the week after Christmas and confirming availability of additional carts. Mr. Eiras discussed the future of bag pickup mentioning providers in the industry across the state ceasing bag collection due to an increased number of employee deaths caused by distracted drivers hitting the trucks and killing employees, therefore avoiding the use of rear load trucks required for bag pickup. Mr. Eiras shared previous experience in helping other communities transition from bags to carts and noted recycling guidelines provided on lids of carts. Mr. Eiras also spoke on community engagement in local schools to assist with community education on recycling. During Mr. Eiras time answering questions, the audience began to have disruptive discussions speaking over Mr. Eiras and Council Members. City Secretary Amy Arnold instructed audience members to stop talking while a council member or speaker had the floor.

Mayor White commented on meetings held on the topic and the unfortunate lack of attendance by residents. Mayor White reminded those in attendance the decision is that of the City Council before being interrupted by Council Member Price asking to make a motion. Mayor White finished his statement before calling for a motion.

Council Member Price made a motion being to not approve the contract with Frontier, to bring the item back to the drawing board ASAP to see if we (city council) can get it lowered to get what the citizens want being two-times a week pickup, once a month bulk and every holiday except Thanksgiving and Christmas, mentioning he is speaking for the citizens not himself. Mayor White clarified the motion to be to deny the contract to which Council Member Price confirmed.

Council Member Price made a motion to deny the contract. Mayor White called for a second. Mayor White called a second and third time for a second to the motion. No second was heard. The motion died for a lack of second.

Council Member Wright made a motion to approve the contract with Frontier Waste Solutions for solid waste collection service based on the information given in the survey. Mayor Pro Tem Munoz seconded the motion which carried with a vote of 4 to 1 with Council Member Price voting Nay.

14. Discuss and consider a Memorandum of Understanding between the White Settlement Independent School District, on behalf of its Police Department and the City of White Settlement on behalf of its Police Department.

Chief Chris Cook presented information on the item explaining his review of the current MOU (Memorandum of Understanding) finding it dated with old signatures and no longer working for the community. Chief Cook mentioned meeting with WSISD Superintendent Frank Molinar, WSISD Assistant Super Intendent David Bitters as well as the ISD's new Police Chief, Doug Huseman, who together

drafted the proposed MOU utilizing some of the best practices from Chief Cook's former experience in Arlington where he oversaw the school and police program. Chief Cook explained the MUO main points include being present to assist the WSISD Police including assisting and taking lead with active threats, critical incident management and media management.

Mayor White commented he is glad to see the WSPD and WSISD PD working together.

Mayor Pro Tem Munoz made a motion to approve the Memorandum of Understanding between the White Settlement Independent School District, on behalf of its Police Department and the City of White Settlement on behalf of its Police Department. All members seconded the motion which carried unanimously.

15. Discuss and consider the purchase and placement of Sharps container at Central Park. This item is at the request of Council Member Geesa.

Council Member Geesa informed members he requested the item as it was brought to his attention that used needles had been found in the parks, recognizing the danger of these needles to the children and the city council's responsibility to the community. Council Member Geesa made a recommendation to place a sharps container in each major park so those who use needles will have a safe place to dispose of the needles.

Mayor White and Council Member Wright commented on the need to address the issue being proactive not reactive. Council Member Wright mentioned he spoke with Chief Cook and would like to hear his ideas.

Chief Christopher Cook briefed council members on information received from a resident cleaning the area who came across the needle. Chief Cook provided information on what is currently being done including sharps containers in all eleven marked PD units. Chief Cook made a recommendation to call the PD when coming across a needle. Chief Cook explained additional sharps containers placed in strategic locations that are not an eyesore being the Fire Department and City Hall with containers to be installed at the library and senior center as well. Chief Cook continued by sharing his concern of providing containers that give the perception of enabling any type of substance abuse. Chief Cook noted increased patrols in the area in response and mentioned this is not to target those who use needles for medical reasons responsibly, such as diabetics.

Community Services Director Rich Tharp spoke to the city council requesting the council allow the Park and Recreation Board an opportunity to research and bring back information as to the type of containers and placement, working with Chief Cook.

Council Member Geesa made a motion to give the item to Park and Recreation Board to research and determine best solution for adding sharps containers to the safety program; to bring back to the City Council for approval. Mayor Pro Tem Munoz seconded the motion which carried unanimously.

BOARD APPOINTMENTS:

16. Make appointments and / or reappointment to boards and commissions as follows:
 - a. Park and Recreation Board
 - Place 1, currently vacant, with a term through February 2023

- Place 3, currently vacant, with a term through February 2024
- Place 4, currently vacant, with a term through February 2024
- Place 5, currently vacant, with a term through February 2024
- Place 7, currently vacant, with a term through February 2025
- Alternate, currently vacant, with a term through February 2024

Mayor Pro Tem Munoz made a motion to appoint those who submitted an application for this board, being Angela Destro, Patricia England, Pamela Kenney. Council Member Wright seconded the motion which carried unanimously.

Members were appointed as follows: Pamela Kenney to Place 3, expires February 2024; Patricia England to Place 4, expires February 2024; and Angela Destro to Place 5, expires February 2024.

b. Economic Development Corporation

- Place 2, unexpired term currently held by Council Member Moore to serve a term through June 2024.
- Place 6, unexpired term currently held by Council Member Geesa to serve a term through June 2024.

Council Member Price addressed the audience with his disagreement of Council Members being appointed to the EDC. Mayor White mentioned the appointments are allowed by state law (bylaws of the EDC). Council Member Price voiced disagreement.

City Secretary Amy Arnold explained the item mentioning applications received therefore staff requests citizen appointments to the board. Council Member Paul Moore and Council Member Gregg Geesa mentioned due to the lack of citizen applications, the council member appointments were necessary in order to have a quorum of the EDC to conduct city business.

Council Member Price requested to table the item until applications from citizens are received. He was informed by other members that applications were received and included in the packet for consideration.

Mayor Pro Tem Munoz made a motion to appoint Taylor Vigil and Evelyn Spurlock to the EDC. Council Member Moore seconded the motion which carried unanimously.

c. Holiday Parade Committee

- Place 1, currently held by former Mayor Pro Tem Evelyn Spurlock, for a term to expire August 2025.

Council Member Price made a motion to appoint Evelyn Spurlock to the board. Mayor Pro Tem Munoz requested to have Evelyn Spurlock appointed to the citizen position and Council Member Moore moved to the Council Member position. Council Member Price agreed. After a brief discussion, City Secretary Amy Arnold confirmed the motion being:

Council Member Price made a motion to appoint Evelyn Spurlock to the Holiday Parade Committee (Place 6) and Council Member Moore to the committee in Place 1. Council Member Munoz seconded the motion which carried unanimously.

d. Charter Review Commission

- Place 1 with a term January 2023 – June 2023
- Place 2 with a term January 2023 – June 2023
- Place 3 with a term January 2023 – June 2023
- Place 4 with a term January 2023 – June 2023
- Place 5 with a term January 2023 – June 2023
- Chairperson selected from appointees to serve a term January 2023 – June 2023.
- Vice Chairperson selected from appointees to serve a term January 2023 – June 2023.

Council Member Price made a motion to appoint Evelyn Spurlock, JoAnn Grammer, Aaron James, Gordon Vess and Patricia England. Council Member Geesa seconded the motion.

City Secretary Amy Arnold noted an application for the board was not received from Patricia England. Mayor Pro Tem Munoz showed Council Member Price the application in the agenda packet. Council Member Moore requested each member make a nomination to be voted on. Council Member Price requested the City Attorney explain the appointment process. The City Attorney confirmed the end result is a vote of the entire council regardless of how the nomination is made. **No vote was heard on the motion as members agreed to nominate individually.**

Council Member Moore made a motion to appoint Evelyn Spurlock. Council Member Wright seconded the motion which carried unanimously.

Council Member Price made two motions, the first being to appoint Gordon Vess seconded by Council Member Geesa followed by nomination to appoint Aaron James, also seconded by Council Member Geese. These motions, respectively, failed with a vote of 3 to 2 with Council Member Moore, Mayor Pro Tem Munoz and Council Member Wright voting nay.

Council Member Price made a motion to appoint JoAnn Grammer. Mayor Pro Tem Munoz seconded the motion which carried unanimously.

Mayor Pro Tem Munoz made a motion to appoint Michele Cooper. Council Member Wright seconded the motion which carried unanimously.

Council Member Wright made a motion to appoint Dena Martin. Mayor Pro Tem Munoz seconded the motion which carried unanimously.

Council Member Geesa made a motion to appoint Vickey Pillow. Council Member Price seconded the motion which carried unanimously.

EXECUTIVE SESSION

Mayor White announced City Council would convene in Executive Session at 8:46 pm after reading the following statement:

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:

17. 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. Litigation regarding Junk Car Soldiers

18. 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 8206 and 8212 White Settlement Road.

RECONVENE IN OPEN SESSION

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

Mayor White announced the City Council reconvened at 9:23 pm to take action on items discussed in Executive Session.

Council Member Wright made a motion to authorize the City Attorney to draft a letter to Junk Car Soldiers to notify them he has authority to sue if code violations continue. Council Member Price seconded the motion which carried unanimously.

ADJOURNMENT

Hearing no further discussion, Mayor White adjourned the meeting at 9:25 pm.

Approved this 3rd day of January, 2023.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary



April 21, 2022

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

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of White Settlement (the "Entity"), as of September 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and other postemployment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Schedules.
- Schedule of Changes in Net Pension Liability and Related Ratios.
- Schedule of Pension Contributions.
- Schedule of Changes in Net Other Post Employment Benefit (OPEB) Liability and Related Ratios.

Supplementary information other than RSI will accompany the Entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Entity's basic financial statements. Our report will be addressed to those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Entity's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;
 - e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;

20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Non-attest Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Entity in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Entity as previously outlined.

We will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities.

The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement is limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal awards previously outlined. Our firm in its sole professional judgment, reserves the right to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Entity must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July 2022
Mail confirmations	October 2022
Perform year-end audit procedures	November 2022
Issue audit reports	March 2023

Paula Lowe is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$38,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the

audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information to verify valuation. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



Paula Lowe, CPA
Waco, Texas
RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of White Settlement by:

Name: _____

Title: _____

Date: _____

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 25, 2019

To the Partners of
Pattillo Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, an audit performed under FDICIA, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

Haddox Reid Eulank Betts PLLC

STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF WHITE SETTLEMENT AND THE TOWN OF WESTOVER HILLS FOR
DETENTION SERVICES**

This Interlocal Agreement ("Agreement") is made pursuant to Chapter 791 of the Texas Government Code between the City of White Settlement, a home rule municipality ("White Settlement"), and the Town of Westover Hills, a general law municipality ("Westover Hills") (White Settlement and Westover Hills hereinafter referred to collectively as the "Municipalities" or the "Parties").

WHEREAS, the Municipalities desire to enter into this Agreement for detention services with a more effective and efficient delivery of detention services at the highest level possible by State and Federal laws in accordance with the terms and conditions set forth by this Agreement; and

WHEREAS, White Settlement has the facilities available to perform the detention services for the Municipalities; and

WHEREAS, all detention services to be made hereunder shall be provided at no cost to the Town of Westover Hills hereunder and the Municipalities believe that this Agreement is in the best interests of their citizens;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration for the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed by all parties, White Settlement and Westover Hills do hereby agree to the following:

SECTION 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. **Term**: This Agreement shall be for an initial term of ten (10) years commencing **January 1, 2023, and ending December 31, 2025** (the initial term), and may be extended thereafter by mutual consent of the Parties hereto, in two-year increments. Either Party may elect to terminate this Agreement, at its sole discretion, for any reason or no reason, by giving at least six (6) months prior notice to the other Party.

SECTION 3. **Services to be Provided by the City of White Settlement**: The City of White Settlement hereby agrees to provide to Westover Hills the following services and facilities:

A. MUNICIPAL JUDGE: White Settlement Municipal Judge(s) will work with Westover Hills Municipal Judge(s) in establishing mutually agreeable protocol for the disposition of the prisoners of both municipalities.

B. DETENTION SERVICES: White Settlement will provide Detention Services to Westover Hills. The Detention Services provided by White Settlement shall include, at a minimum, the following:

1. White Settlement will provide detention facilities to incarcerate prisoners brought into the facilities by Westover Hills officers; and
2. White Settlement will provide the necessary officers and other employees to properly supervise and operate its detention facility (located at 8900 Clifford Street) in a manner that meets or exceeds all legally mandated detention facility standards and the Texas Commission of Law Enforcement Best Practices; and
3. White Settlement will be responsible for and will see to the release of any Westover Hills prisoners entitled to release. White Settlement will notify Westover Hills Shift Supervisor preferably by email or by any other mutually agreed method, when a prisoner is released. Notice of release by fax, phone or radio may be used when appropriate and agreed between the parties. Westover Hills prisoners shall be released in accordance with specific written procedures agreed upon by the Parties and provided by the Parties; and
4. White Settlement will submit service requests to MedStar Ambulance Service for any emergency transports; and
5. White Settlement will be responsible for providing up to three (3) meals each day to all Westover Hills prisoners and such meals will be with the same frequency and of the same type as those served to White Settlement prisoners; and
6. White Settlement will be responsible for processing all bail bond monies pertaining to Westover Hills prisoners through its system and shall provide such funds, together with an accounting thereof, to Westover Hills within ten (10) days from receipt of same, or as agreed between the parties as established by both Municipal Judges; and
7. White Settlement will notify Westover Hills Shift Supervisor if any Westover Hills prisoner becomes violent or unmanageable and will notify Westover Hills if they need to respond and secure the prisoner; and
8. White Settlement will notify Westover Hills Municipal Court of any warrant confirmation by email (court@cityofwestworth.com), or fax, phone or as agreed between the parties; and
9. White Settlement will make available all prisoners whose presence is requested or ordered by a court of competent jurisdiction; and

10. White Settlement will release prisoners for investigative purposes outside the detention facility when such requests are authorized by a duly authorized Westover Hills official.

B. RECORDS: White Settlement will create and maintain all records related to the detention of Westover Hills prisoners and records. At any time, Westover Hills may request additional statistical information, recordings, printouts, or other data that White Settlement maintains in relation to this Agreement. To the extent permitted by law, White Settlement will not release any Westover Hills records created under this agreement. Any Public Information Act request for Westover Hills records maintained by White Settlement under this Agreement, including, but not limited to records of calls for service or incarceration, will be delivered to Westover Hills's designated records request point of contact. White Settlement will deliver any such request within 4 business days of its receipt. If White Settlement is required by law to release data or other records involving detainees, agents, or employees of Westover Hills in relation to this Agreement, White Settlement agrees to notify Westover Hills of such disclosure prior to such release. If the laws of the State of Texas require White Settlement to disclose such records, requests shall be honored in accordance with White Settlement's open records policy and the laws of the State of Texas. All records shall be maintained in accordance with Texas State Library and Archives Commission standards.

SECTION 4. Services to be provided to the Town of Westover Hills: Westover Hills hereby agrees to provide to White Settlement, the following:

A. RECORDS: Westover Hills will respond to all Public Information Requests in accordance with the Texas Public Information Act and will maintain all records in accordance with Texas State Library and Archives Commission standards.

B. The White Settlement Police Department will observe and comply with all TPCA Best Practice standards, and/or any applicable State or Federal laws as they relate to the use of detention and warrant services.

SECTION 5. **Right of Refusal.** All the above notwithstanding, the City of White Settlement reserves the right to refuse any prisoner of Westover Hills for health, safety or any other reason deemed an immediate health or safety risk to other inmates or staff and personnel of the City of White Settlement or any other parties whose safety may be placed in doubt.

SECTION 6. **Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail, return receipt requested:

City Manager
The City of White Settlement
214 Meadow Park Drive
White Settlement, Texas 76108

Mayor
Town of Westover Hill
5824 Merrymont Road
Westover Hills, Texas 76107

SECTION 7. **Venue.** This Agreement is performable in Tarrant County, Texas. Mandatory venue for any legal dispute arising as a result of or pursuant to this Agreement shall lie in Tarrant County, Texas.

SECTION 8. **Liability.** In providing detention services under this Agreement, each of the Parties shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion, or order of the Requesting Party. **This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under sections 791.006(a) and (b) of the Code.** Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Nothing herein shall be construed to be a waiver of immunity by either Party under Chapter 101 of the Texas Civil Practice and Remedies Code, the "Tort Claims Act."

SECTION 9. It is expressly agreed and understood that, in the execution of this Agreement, the Municipalities do not waive nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Municipalities do not create any obligation, express or implied, other than those set forth herein and this Agreement shall not create any rights in any parties not signatory hereto.

SECTION 10. Each party to this Agreement shall comply with all applicable laws, rules and regulations, as amended, whether Federal, State or local, in the performance of its obligations under this Agreement and shall be responsible for requiring each of its officials, members and employees, as the case may be, to comply with such laws, rules and regulations, as they pertain to that person in such capacity.

SECTION 11. The recitals set forth above are incorporated into and constitute a part of this Agreement. This Agreement is the entire agreement of the parties hereto respecting the subject matter thereof and supersedes any and all prior or contemporaneous written or oral agreements, statements or understanding respecting that subject matter. It is stipulated and agreed that all provisions of this Agreement, including, without limitation, any general provisions, are material, and that note of the parties hereto has made or relied on any representation or express or implied warranty regarding the subject matter hereof that is not expressly set forth in this Agreement.

SECTION 12. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

SECTION 13. Except as may be permitted under this Agreement, no party may assign any of that party's rights or delegate any of that party's duties, under this Agreement, without the prior written consent of the other party hereto.

SECTION 14. In the event that any performance by either White Settlement or Westover Hills of any of its obligations under this Agreement shall be in any way prevented, interrupted or delayed by an act of God, acts of war, riot or civil commotion, by an act of State, by strikes, fire or flood, or by the occurrence of any other event or development beyond the control of either White Settlement or Westover Hills, White Settlement or Westover Hills, as applicable, shall be excused from such performance for such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated or for White Settlement or Westover Hills to have effected a reasonable recovery therefrom, as the case may be.

SECTION 15. If one or more provisions of this Agreement are held to be invalid and/or unenforceable in any respect, (1) the other provisions of this Agreement shall remain valid and enforceable, (2) this Agreement shall be construed as if each invalid and/or unenforceable provision had never been contained herein, (3) in lieu of each such provision, the parties hereto shall thereupon amend this Agreement to add a valid and enforceable provision that, in terms and extent, is as similar as possible to that invalid and/or unenforceable provision. Upon failure or refusal to so amend, such amendment may be made by judicial reformation.

SECTION 16. The Municipalities state and certify that their mayors are lawfully and duly authorized to sign this Agreement on behalf of their respective municipalities and that any and all motions and/or resolutions necessary to extend such authority have been duly passed by vote of White Settlement and Westover Hills City Councils and are in full force and effect at the time the mayors sign this Agreement on behalf of their municipality.

WITNESS WHEREOF we have hereunto set our hands this the _____ day of December 2022 in duplicate originals.

CITY OF WHITE SETTLEMENT, TEXAS

Ronald White, Mayor

TOWN OF WESTOVER HILLS, TEXAS

Kelly Thompson

*****Reference only – to be deleted:**

Definition: The term “fire protection” includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions; and includes aircraft rescue and firefighting.***

MAAPOC for processing: Randy Rogers 817-246-4971 Ext. 394

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MAA83447-10-01-2022
DEPARTMENT OF THE NAVY
COMMANDER, NAVY REGION SOUTHEAST
BUILDING 919, LANGLEY STREET
JACKSONVILLE, FL. 32212
NAVAL AIR STATION FORT WORTH JOINT RESERVE BASE
1425 CARSWELL AVENUE
NAS FORT WORTH, TEXAS 76127

CNRSE
NASFTWJRB
11320
01 OCTOBER 2022

**MUTUAL AID AGREEMENT
BETWEEN
COMMANDER, NAVY REGION SOUTHEAST
COMMANDING OFFICER NAVAL AIR STATION FORT WORTH JOINT RESEVRE
BASE
AND
CITY OF WHITE SETTLEMENT, TEXAS, USA
FOR THE PROVISION of FIREFIGHTING ASSISTANCE**

References: (a) 42 U.S.C. § 1856a
(b) DoD Instruction 6055.06, DoD Fire and Emergency Services (F&ES) Program
(c) SECNAV M-5216.5, Department of the Navy Correspondence Manual
(d) OPNAV Instruction 3440.17A, Navy Installation Emergency Management Program
(e) OPNAV Instruction 11320.23G, Navy Fire and Emergency Services Program
(f) CNIC Instruction 4000.1C, CNIC Support Agreement Program

Enclosures (1) Fire and Emergency Services Mutual Aid Agreement Standard Operating Guideline (MAA SOG)
(2) Fire and Emergency Services Coverage Area, Resources, and Capabilities
(3) White Settlement fire department Coverage Area, Resources, and Capabilities

1. Purpose. This Mutual Aid Agreement (Agreement or MAA) between Commander, Navy Region Southeast (CNRSE) and the City of **White Settlement**, Texas, USA, **White Settlement** Fire Department (collectively, The Parties) is for fire and emergency services mutually provided between Naval Air Station Fort Worth Joint Reserve Base Fire and Emergency Services and **White Settlement** Fire Department. The Parties enter into this MAA to provide for mutual response to emergencies when requested and within the scope of services provided by each Party's fire and emergency services department.

2. Background. The lands or districts comprising the Parties' respective jurisdictions are adjacent or contiguous to one another. Each Party maintains equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions.
3. Scope. This Agreement covers the initial response by a Supporting Party's fire and emergency services department. The Requesting Party is not required to reimburse the Supporting Party for actions taking place under this Agreement.
4. Agreement/Understanding.
 - (a) The senior officer of one of the Party's Fire Departments may request assistance under the terms of this Agreement from the other Party's Fire Department, whenever he or she deems it necessary to make such a request.
 - (b) Rendering assistance is not mandatory under this Agreement; however, the party receiving the request for assistance shall immediately inform the requesting party if assistance cannot be rendered. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than the optimum number of personnel.
 - (c) The request for and rendering of mutual aid will be provided in accordance with the accompanied MAA Standard Operating Procedure/Guide developed by the Parties. The technical heads of each Party's Fire Department will work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:
 - (1) The senior officer on duty of the Supporting Party will:
 - i. Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
 - ii. Dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts in the judgment of the Supporting Party's senior officer, without jeopardizing the resources of the Supporting Party's mission.
 - iii. Where local agencies do not assign an incident safety officer, an U.S. NAVY representative will be assigned to act as the incident safety officer for Naval Air Station Fort Worth Joint Reserve Base Fire and Emergency Services to observe NAVY firefighting operations.
 - (2) All plans that deal with fire protection services will adhere as closely as practical to the "nearest available unit" concept.

- (3) The Requesting Party's senior officer will normally assume full charge of the operations at the scene of the fire or other emergency. Under procedures agreed to by the technical heads of the Parties involved, a Supporting Party's senior officer may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
- (4) The Parties agree to use each entity's radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.
- (d) The Supporting Party will try to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched to support the request.
- (e) Personnel Protective Equipment (PPE): Each Party shall provide its personnel with approved PPE suitable for the assignment. All PPE shall meet all Occupational Safety and Health Administration (OSHA) Standards. All personnel must respond with their approved PPE.
- (f) Under reference (a), the Parties waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
- (g) Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), **White Settlement** Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local laws each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance. Furthermore, **White Settlement** Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the U.S. NAVY in providing fire protection services to the City of **White Settlement**, Texas, USA, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect **White Settlement** Fire Department's obligation under this paragraph to indemnify and hold

harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the U.S. NAVY in providing fire protection services to the City of **White Settlement**, Texas, USA, which obligation shall survive such termination.

- (h) **Third-Party Claims:** If any claims for injury to person are asserted against a Party that arise or are alleged to arise out of the negligent or wrongful acts or omission of the United States, Department of Navy or its officers, employees, or agents in connection with the performance of, or failure to perform, the obligations of this Agreement, the liability of the United States shall be determined, processed and adjudicated in accordance with the provisions of the Federal Tort Claims Act.
 - (i) Nothing in this Agreement is intended by the parties to diminish, waive or otherwise affect the privileges and immunities conferred upon the Parties by operations of law.
 - (j) Each Party to this Agreement shall provide Workers' Compensation coverage as required by state or federal law, as applicable, for its own employees, without cost to the other Party. Neither Party shall be required to pay for salaries, other compensation, nor employment benefits for the employees of the other Party because of any work or services performed pursuant to this Agreement.
5. **Emergency Assistance.** Independent of, and in addition to, any provisions of this Agreement, Naval Air Station Fort Worth Joint Reserve Base is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DOD 3025.1-M, Manual for Civil Emergencies.
6. **Definitions.** Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.
- (a) **Emergency Medical Service:** Basic life support service, including paramedic service.
 - (b) **Emergency Response:** Immediate response and use of red lights and siren by responding units.
 - (c) **Fire Protection Services:** Firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.
 - (d) **Incident Commander:** The person in overall command at the incident as defined in the National Incident Management System.

- (e) **Mutual Aid:** The request of resources based on the needs determined by the managers of the incident and subject to authorization by the Supporting Party for each request.
- (f) **Nearest Available Fire Unit:** The available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident. Both parties agree to continuously strive to minimize unnecessary response delays to ensure that the integrity of the nearest available fire unit deployment strategy is achieved and maintained.
- (g) **Requesting Party:** Any Party to this Agreement that requests support for Fire Protection or Emergency services within its jurisdiction.
- (h) **Supporting Party:** Any Party to this Agreement that receives a request for Fire Protection or Emergency Services within the jurisdiction of the Requesting Party.

7. **Training.**

- (a) Whenever either Party hosts fire protection training (Host Department) it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party (Guest Department).
- (b) The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.
- (c) The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.
- (d) The Guest Department must ensure that its members observe all training rules, regulations, and guidelines provided by the Host Department. Neither Party will hold the other Party liable or at fault for damage or injury incurred during joint training activities.
- (e) The Host Department reserves the right to deny training to any member who does not meet the prerequisites to attend the training.

8. **Modification.** The parties may amend this Agreement by mutual written consent of both parties, and will be recorded and published as addenda to this agreement.

9. **Term.** This Agreement will continue for a period of ten years from the effective date and the Parties will review it annually.

10. **Termination.** This Agreement may be terminated by mutual consent of the parties. This Agreement may also be terminated by any party with 60 days' notice to the other party.

11. Effective Date. This Agreement will become effective on the date of the last signature of the Parties.

White Settlement Fire Chief Date
White Settlement, Texas, USA

NAS Fire Chief Date
Region or Installation Fire Chief

Mayor Date
White Settlement, Texas, USA

SIGNING OFFICIAL Date
CNRXX, REGCOM (or designee) OR
Installation Commanding Officer

Naval Air Station Fort Worth Joint Reserve Base
Fire and Emergency Services

Standard Operating Guideline (SOG)
10 February 2021

SOG 42
Off Base Response

- To establish basic guidelines to be followed in dispatching personnel and equipment for off-base responses regardless of mission i.e. structural, Emergency Medical Service (EMS), etc. These procedures are in accordance with OPNAV 11320.23G and the Naval Air Station Fort Worth Joint Reserve Base (NASFTWJRB) Emergency Management (EM) Plan.
- The procedures for off-base response will be followed accurately to ensure adequate resources are maintained on base. The Senior Fire Officer (SFO), i.e. Fire Chief (FC) or Assistant Chief (AC) for Operations (OPS) will determine initial response and / or additional equipment requests.
- Automatic / Mutual Aid Note: The NASFTWJRB Fire and Emergency Services (F&ES) has 2x automatic aid agreements (Lockheed Martin and Fort Worth) plus 5x additional mutual aid agreements (Benbrook, Lake Worth, River Oaks, Sansom Park, and White Settlement) along with a support agreement with MedStar for EMS.
- Automatic Aid will be supported upon receipt of the alarm with the SFO providing a follow-on call the Command Duty Officer (CDO) on supporting off-base.
- Upon receipt of a request for an off-base mutual aid response, the RDC will tone out the information and direct crews to standby for authorization and immediately request authorization from SFO on duty for vehicles / personnel to respond off base (off base is defined as any area not under control by Master of Arms {MA} and/or within the fence line of NASFTWJRB).
The SFO will determine the base firefighting capability and obtain authorization to respond from the NASFTWJRB Captain / XO. Note: Regardless of staffing levels, authorization from the Captain / XO must be obtained, and the capability to allow an off base response of vehicles / personnel will continue. If authorization from the NASFTWJRB Captain / XO has not been received or capability does not allow for adequate coverage of base assets, the SFO will advise crews to stand down and notify requesting agency of non-availability of NASFTWJRB vehicles / personnel.
- The FC will be notified immediately of any off-base dispatch of equipment and personnel by dispatch.

Enclosure (1)

- For mutual aid vehicle accidents when approval has been granted by the NASFTWJRB Commanding Officer. F&ES vehicles will respond to the rally point to be established by NASFTWJRB MA, vehicles will then convey to the incident under direction of the Senior MA member on duty.
- At no time will the base be depleted of adequate vehicles or personnel. The SFO on base has the responsibility to hold response of NASFTWJRB F&ES assets until it is verified that remaining assets can fully support mission requirements. The NASFTWJRB Captain / XO has the authority to amend this requirement if he / she deems appropriate but only after being fully briefed by SFO on current capabilities and limitations.
- The SFO will try to determine the validity of the call, distance off base, number of people requested and how long personnel will be off base: initiate recall if necessary to provide coverage for the base.
- Company Officers are directly responsible for their assigned equipment and personnel. A Safety Officer (SO) will be designated for every emergency (normally SFO on scene).
- Equipment and personnel will not leave the scene until relieved by the IC, unless an emergency on base dictates their immediate return. As a minimum, the SFO from the base shall coordinate with the senior civilian firefighter on scene before base units depart the incident.
- Upon notification of an off base DoN emergency i.e., aerospace vehicle crash, convoy vehicle fire, etc.; the RDC operator will notify the SFO.
- The SFO along with the FC will determine if response of base fire crews is advisable / warranted. The SFO will ensure the NASFTWJRB Captain / XO has authorized the response before proceeding past any gate.
- F&ES vehicles/personnel will respond in convoy as part of an initial response element to include MA and Medic Unit.
- The SFO on-duty is responsible for ensuring the safety of DON F&ES members when responding to off-base incidents. For all fire or HAZMAT responses the SFO will dispatch a qualified individual to serve as Incident Safety Officer (ISO). This individual will be at a minimum Fire Officer I qualified. Individuals who have received NFPA ISO Certification are preferred. If necessary recall key personnel to provide coverage for the base, do not delay the initial response.
- The HSO will normally respond to all off-base incidents as the SO.
- The SO is tasked solely with observation duties and has the authority to stop an operation should the safety of personnel be in jeopardy. The SO will not become involved with the incident management, (i.e. issuing tactical orders).
- The HSO is responsible for establishing an annual survey of the area surrounding the base to identify and fully understand potential hazards or target areas that we could be called on to provide mutual aid or assistance to civil incidents.

Enclosure (1)

NASFTWJRB F&ES AREA COVERAGE, RESOURCES, AND CAPABILITIES

1. Area Coverage:

- (a) See attached map below

2. First Alarm:

- (a) NAS Fort Worth JRB will provide one engine company (one Captain and three firefighters) plus any additional equipment or resources as requested

3. Shift Staffing:

- (a) 1 Assistant Chief, 1 Battalion Chief, and 10 Firefighters

4. Apparatus:

(a) Command

- i. IC (Fire Chief)-Command Center, Radios, A/C radio, maps
- ii. IC (Assistant Chief)-Command Center, Radios, A/C radio, maps

(b) Support

- i. F-250 (Gas) SPECIAL OPS Utility BOX; storage for miscellaneous tools / equipment
- ii. F-350 (Diesel) SPECIAL OPS Tow Vehicle
- iii. Fire Prevention Team vehicle, standard single cab pick-up

(c) Structural:

- i. Primary Engine: Pierce Contender; 1250 GPM, 750 Water, {2} 40gal Foam, 6kw Gen. 800' 5" Supply Hose, 400 3" Hose
- ii. Secondary Engine; Pierce Contender; 1250 GPM, 750 Water, 50 gal Foam Tank, 6kw Gen. 800' 5" Supply Hose, 400 3" Hose
- iii. Quint: Pierce Enforcer; 75' ladder w/ 2000gpm nozzle, 1500gpm, 500 gal water, 800' 5" Supply Hose, 6kw Generator

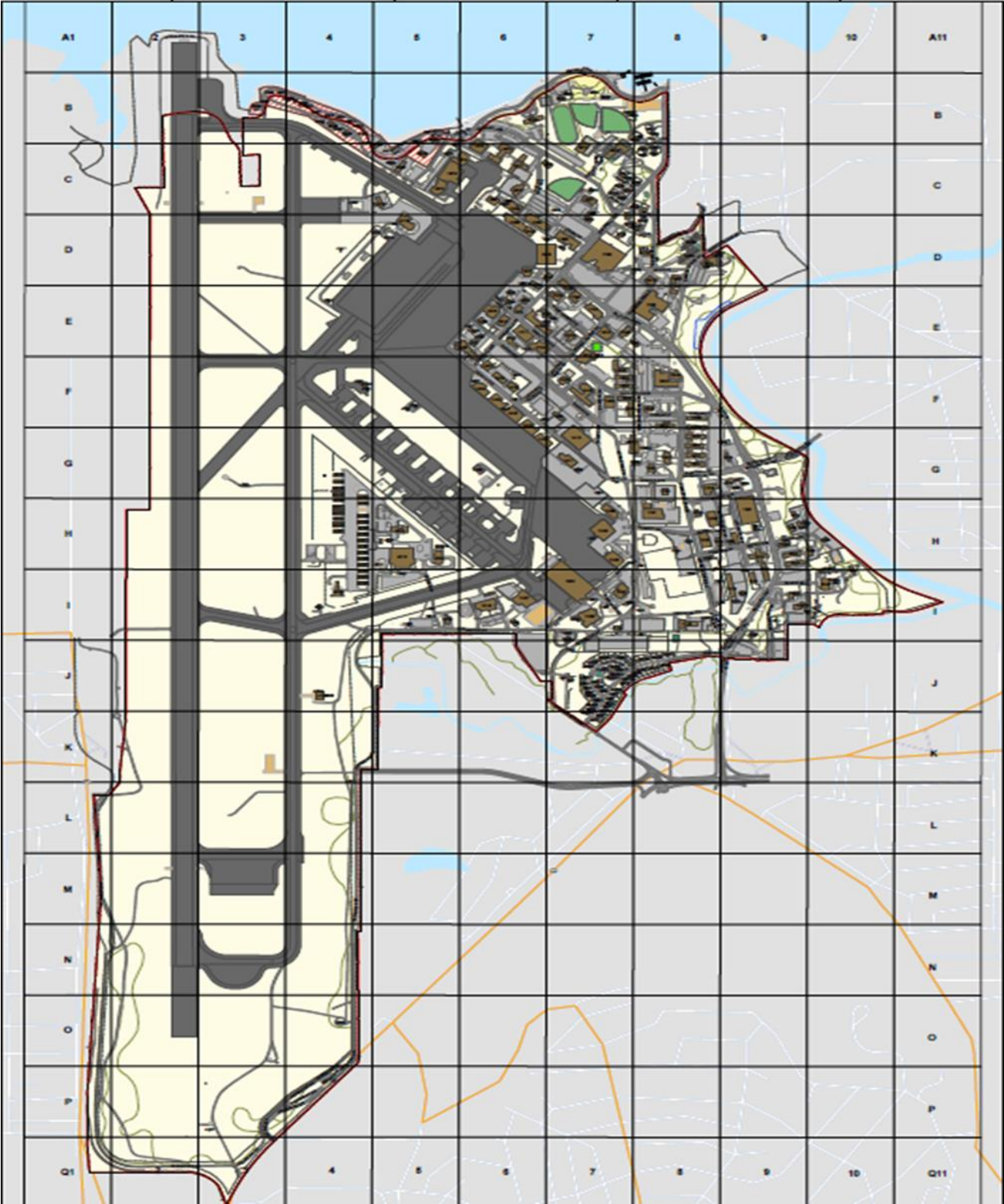
(d) ARFF:

- i. Secondary ARFF: Oskosh T-1500; 1500 gal Water, 210 gal AFFF, 4501b Dry Powder
- ii. Secondary ARFF: Oskosh T-1500; 1500 gal Water, 210 gal AFFF, 4501b Dry Powder
- iii. Primary ARFF: Oskosh T-3000; 3000 gal Water, 420 gal AFFF, 5001b Dry Powder

5. Capabilities and Equipment:

- i. Scott Liberty I: SCBA Re-servicing trailer; 110v Generator, Light Tower, Extended Duration Airline Supply
- ii. HAZMAT trailer: 28' bumper pull with A/C, shore power connection, Generator, 10 SCBA, 10 bottles, Mitigation, containment, pick up equipment, reference manuals, and Level A/B suits.
- iii. DECON Trailer: Inflatable DECON tent, pools, DECON Equipment

Enclosure (2)



Enclosure (2)

White Settlement Fire Department Coverage Area, Resources, and Capabilities

1. Area Coverage:

(a)

2. First Alarm:

(a)

3. Shift Staffing:

(a)

4. Apparatus:

(a)

(b)

(c)

(d)

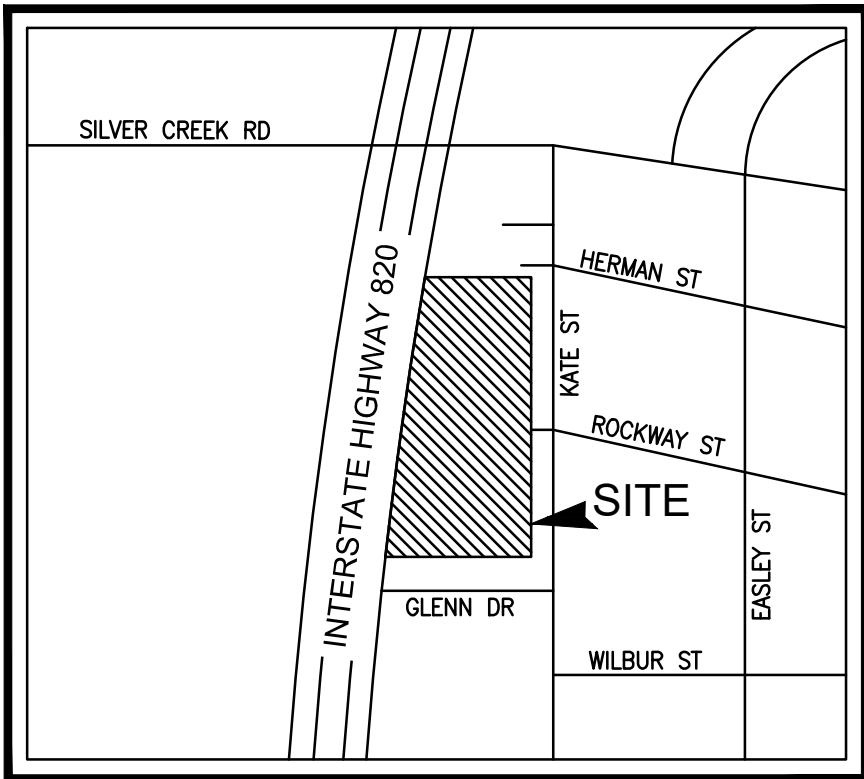
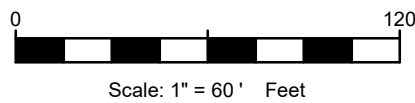
5. Capabilities and Equipment:

Enclosure (3)



To: City Council
From: Building Official Robert Nunley
Date: January 3, 2023

An application has been made for a re-zone of the property described as Silver Creek Plaza Addition Block 2 Lots 1R, 2, and 3. The three lots make up a total of 11.99 acres. The property is currently zoned P-D with the allowed uses of a church, university, private school, office, limited retail (no outside advertising), residential, dormitory, publishing, and athletic facilities. The current owner is requesting that the property be re-zoned to C-C in an effort to sell the property. The re-zone request conforms to the 2040 Comprehensive Plan.



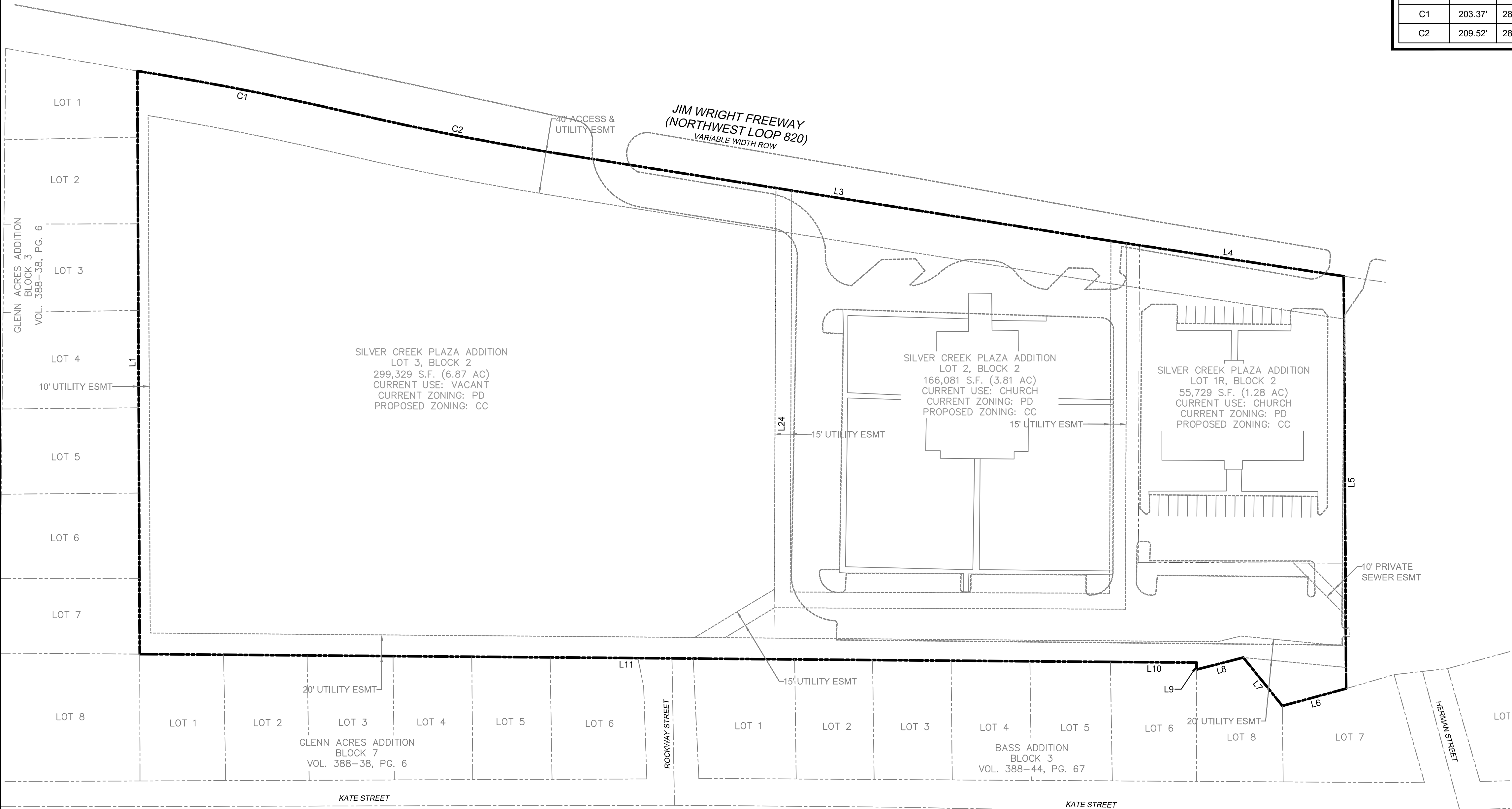
VICINITY MAP
N.T.S.

BOUNDARY LINE TABLE		
LINE #	DISTANCE	BEARING
L1	552.08'	S89°46'15"W
L3	523.37'	N08°58'55"E
L4	223.07'	N08°36'32"E
L5	390.44'	N89°40'06"E
L6	62.54'	S15°11'16"E
L7	58.86'	S51°03'44"W
L8	45.73'	S14°26'16"E
L9	6.65'	N89°36'16"W
L10	80.11'	S00°23'44"W
L11	921.02'	S00°27'55"W

BOUNDARY CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	203.37'	2834.79'	004°06'37"	203.32'	S11°04'25"W
C2	209.52'	2894.79'	004°08'49"	209.47'	N11°03'20"E

SITE GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
- THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
- WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
- ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
- THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
- ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
- THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
- ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.



NO.	DATE	DESCRIPTION	BY
1	11/09/22	1ST ZONING SUBMITTAL	EB
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ZONING EXHIBIT

BUSINESS PARK

600 JIM WRIGHT FREEWAY

CITY OF WHITE SETTLEMENT

TARRANT COUNTY, TEXAS 76108

SILVER CREEK PLAZA ADDITION, BLOCK 2, LOT 1, 2, 1R

T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com

W: triangle-engr.com | O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	EB	11/09/22	SCALE BAR	063-22	C-3.0

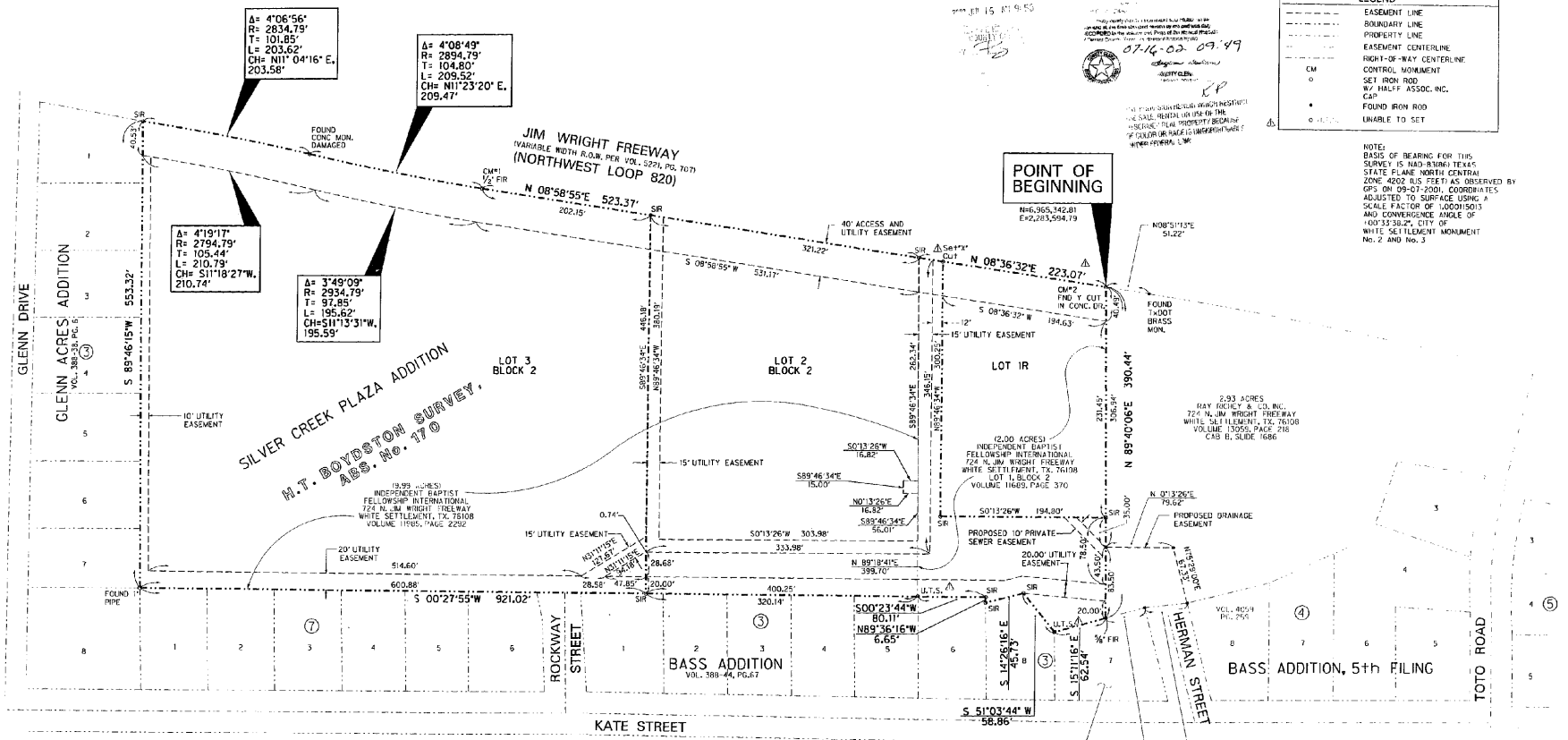
TX. P.E. FIRM #11525

0202194874

LEGEND	
---	EASEMENT LINE
---	BOUNDARY LINE
---	PROPERTY LINE
---	EASEMENT CENTERLINE
---	HIGH-OF-WAY CENTERLINE
---	CONTROL MONUMENT
---	SET IRON ROD
---	W/ HALF ASSOC. INC. CAP
---	FOUND IRON ROD
---	UNABLE TO SET

NOTE:
BASE OF BEARING FOR THIS SURVEY IS NAD-83/2011 TEXAS STATE PLANE NORTH CENTRAL ZONE 4202 U.S. FEET AS OBSERVED BY GPS ON 09-07-2001. COORDINATES ADJUSTED TO SURFACE USING A SCALE FACTOR OF 1.00015013 AND CONVERSION ANGLE OF 1.025382". CITY OF WHITE SETTLEMENT MONUMENT NO. 2 AND NO. 3

POINT OF BEGINNING



Being a 11.973 acre tract of land out of the H.T. Boydston Survey Abstract No. 170, as recorded in Deed Records Tarrant County Texas, and is more particularly described by metes and bounds as follows:

BEGINNING at a 77' cut in concrete found in the East right of way line of North Jim Wright Freeway, Northwest Loop 820, a variable width right of way, at the Northwest corner of Lot 1 Block 2 of the Silver Creek Plaza Addition to the City of White Settlement as recorded in Volume 388-166, Page 77, P.R.T.C.T.

THENCE North 89 degrees 44 minutes 06 seconds East, a distance of 350.44 feet to a found 1/2 inch iron rod for corner;

THENCE South 15 degrees 11 minutes 16 seconds East, a distance of 62.54 feet to a point for corner;

THENCE South 53 degrees 03 minutes 44 seconds West, a distance of 58.86 feet to a set 1/2 inch iron rod with yellow cap stamped 'HALF ASSOC. INC.' hereafter being described as SR w/cap for corner;

THENCE South 14 degrees 26 minutes 16 seconds East, a distance of 45.73 feet to a SR w/cap for corner;

THENCE North 89 degrees 36 minutes 16 seconds West, a distance of 6.65 feet to a SR w/cap for corner;

THENCE South 00 degrees 23 minutes 44 seconds West, a distance of 80.11 feet to a point for corner;

THENCE South 00 degrees 27 minutes 55 seconds West, a distance of 92.02 feet to a 1 inch iron rod found at the Southwest corner of a 9.99 acre tract conveyed to Independent Baptist Fellowship International as recorded in Volume 1185, Page 236, D.B.T.C.T.

THENCE South 89 degrees 46 minutes 15 seconds West, a distance of 553.32 feet to the Southwest corner of said 9.99 acre in the East right of way line of said Northwest Loop 820 to a SR w/cap for corner;

THENCE along a curve to the right with a radius of 2834.79 feet, a long chord that bears North 11 degrees 04 minutes 16 seconds East, a distance of 203.62 feet and a central angle of 04 degrees 06 minutes 56 seconds, a length of 203.62 feet to a damaged concrete monument stamped '1000' for corner, said monument being the beginning of a curve to the left;

THENCE along said curve to the left with a radius of 2884.79 feet, a long chord which bears North 11 degrees 21 minutes 20 seconds East, a distance of 202.47 feet, with a central angle of 04 degrees 09 minutes 49 seconds, a length of 202.52 feet to a found 1/2 inch iron rod for corner;

THENCE North 08 degrees 58 minutes 55 seconds East, a distance of 523.37 feet to a SR w/cap for corner;

THENCE North 08 degrees 36 minutes 32 seconds East, continuing along said East right of way line, a distance of 223.07 feet to the POINT OF BEGINNING AND CONTAINING 11.973 acres or 521,535 square feet of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Independent Baptist Fellowship International, acting by and through the undersigned, its duly authorized agent, does hereby adopt the plat designation the heretofore described real property as LOT 1R, LOT 2, LOT 3, BLOCK 2, SILVER CREEK PLAZA ADDITION to the City of White Settlement, Tarrant County, Texas, and do hereby dedicate to the public's use the streets, and easements shown thereon.

David J. Wynn
Independent Baptist Fellowship International

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of July, A.D., 2002.

Charles W. Wynn
Notary Public (Agent's Name)

My Commission Expires _____

Surveyor's Certificate

I, hereby certify, that the survey plot shown hereon was prepared from an actual survey on the ground performed under my direction and supervision and that all corners are marked as shown, furthermore there are no encroachments, intrusions, or existing easements, except as shown.

Witness under my hand this 11 day of July, 2002.

David J. Wynn
Registered Professional Land Surveyor
Texas No. 5550

State of Texas
County of Tarrant

Before me, the undersigned authority, a notary public in and for said county and state, on the day personally appeared, Jason Swain, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of July, 2002.

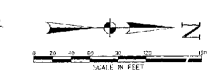
David J. Wynn
Notary Public, Tarrant County, Texas

APPROVED:

City of White Settlement

David J. Wynn
City Manager

David J. Wynn
City Secretary



FINAL PLAT
LOT 1R, LOT 2, LOT 3, BLOCK 2
SILVER CREEK
PLAZA ADDITION
BEING 11.973 ACRES
OUT OF THE H.T. BOYDSTON SURVEY,
ABST. NO. 170
SITUATED IN THE
CITY OF WHITE SETTLEMENT,
TARRANT COUNTY, TEXAS

REVISIONS

Δ REVISED AS SHOWN 05/30/2002

Δ ADD OWNER DEDICATION STATEMENT 07/11/02

OWNER

INDEPENDENT BAPTIST FELLOWSHIP INTERNATIONAL
CONTACT: JASON SWAIN
4009 FOSALL CREEK BLVD.
SOUTH WORTH, TX 76157
PH: (817) 429-9975

DESIGN	DATE	SCALE	FIG	FILE	NO.
ADD	CADD	JUNE 2002	7-REV	19770	9999A1



D202194874

A-7649

ENTRY PRICE
Tax Assessor-Collector

TARRANT COUNTY
100 E. Weatherford Street
Fort Worth, Texas 76102-0001
817-584-1100

2101
TOM SPRINGER
Chief Deputy

TAX CERTIFICATE FOR ACCOUNT: 00004891882

DATE: 09/29/2022

PAGE 1 OF 1

CERTIFICATE NO.: 3455037

PROPERTY DESCRIPTION

COLLECTING AGENCY

SILVER CREEK PLAZA

ENTRY PRICE

BLK 2 LOT 1

0000724 N JIM WRIGHT Fwy

1.8219 ACRES

REQUESTED BY

PROPERTY OWNER

HALF ASSOCIATES, INC.

AND BROTHERS HOLDINGS INTERNATIONAL

4000 FORSUS CREEK BLVD

2200 WILSONS BLVD SUITE 100

FORT WORTH TX 76137

724 JIM WRIGHT Fwy N

FORT WORTH TX 761081222

This is to certify that the actual tax records of the Tarrant County Tax Assessor-Collector reflect the tax, interest, and other statutory amounts for the year or years for which the Tarrant County Tax Assessor-Collector makes no certification as to the amount of tax, penalty, interest, or other fees assessed by or due any taxing entity for the year or years for which the Tarrant County Tax Assessor-Collector did not have the statutory duty to collect or keep records of such collection. Additional taxes may become due on the described property, which are not reflected herein, if this certificate is issued for a year or years for which the Tarrant County Tax Assessor-Collector has not the statutory duty to collect or keep records of such collection. This certificate applies to all delinquent taxes only and does not apply to any special assessment levies.

YEAR	CITY OF WHITE SETTLEMENT	TAX UNIT	AMOUNT DUE
2007	JPS HEALTH NETWORK		0.00
2007	TARRANT COUNTY		0.00
2007	TARRANT COUNTY COLLEGE		0.00
2007	WHITE SETTLEMENT ISD		0.00
TOTAL			\$0.00

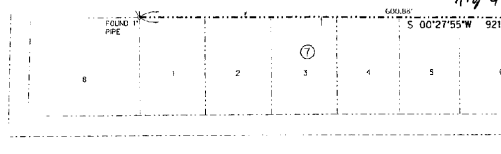
ISSUED TO: HALF ASSOC. VTES, INC.
ACCOUNT NUMBER: 00004891882
TOTAL CERTIFIED TAX: \$0.00

BY: *Tom Springer*

BY: *Tom Springer*

TARRANT COUNTY TAX OFFICE
TARRANT COUNTY TAX OFFICE

A7649
D202194874



Being a 11.973 acre tract of land out of the M.T. Boydston Survey Abstract No. 170, as recorded in Deed Records Tarrant County, Texas, and is more particularly described by metes and bounds as follows:

BEING a "1" out in corner found in the East right of way line of North Jew Street, running North 89 degrees 43 minutes 06 seconds East, a distance of 523.37 feet to a found iron rod for corner.

THENCE North 11 degrees 23 minutes 20 seconds East, a distance of 203.52 feet to a found 1/2 inch iron rod with yellow cap stamped "HALF ASSOC. INC." hereafter being described as SR w/cap for corner.

THENCE South 51 degrees 03 minutes 44 seconds West, a distance of 58.86 feet to a 1/2 inch iron rod with yellow cap stamped "HALF ASSOC. INC." hereafter being described as SR w/cap for corner.

THENCE South 14 degrees 26 minutes 15 seconds East, a distance of 45.73 feet to a SR w/cap for corner.

THENCE North 01 degrees 35 minutes 16 seconds West, a distance of 6.65 feet to a SR w/cap for corner.

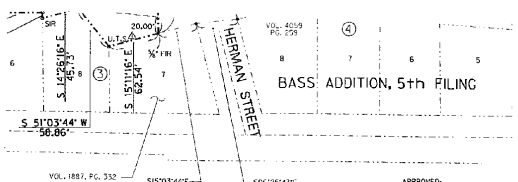
THENCE South 00 degrees 23 minutes 44 seconds West, a distance of 80.11 feet to a point for corner.

THENCE South 00 degrees 27 minutes 50 seconds West, a distance of 592.02 feet to a 1/2 inch iron rod found at the Southwest corner of a 5.00 acre tract conveyed to Independent Baptist Fellowship International, as recorded in Volume 1985, Page 2250, D.B. 121.

THENCE South 89 degrees 43 minutes 06 seconds West, a distance of 523.37 feet to the Southeast corner of said 5.00 acre in the East right of way line of said Northwest loop 820 to a SR w/cap for corner.

LOTTED AND CONVEYED AS SHOWN ON MAP

A7649
D202194874



Surveyor's Certificate

I hereby certify that the survey plot shown herein was prepared from an actual survey on the day personally appeared under my direction and supervision and that all corners are marked as shown, furthermore there are no encumbrances, restrictions, or other easements, except as shown.

Witness under my hand this 30th day of July, 2002.

Notary Public, Tarrant County, Texas

Notary Public, Tarrant County, Texas

State of Texas
County of Tarrant

Before me, the undersigned authority, a notary public in and for said county and state, on the day personally appeared Jason Swain, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 30th day of July, 2002.

Notary Public, Tarrant County, Texas

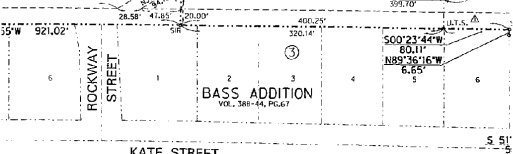
OWNER
INDEPENDENT BAPTIST
FELLOWSHIP INTERNATIONAL
CONTACT: RAYMOND GARNER
724 NORTH JAM WRIGHT FREWAY
WHITE SETTLEMENT, TEXAS 76088

APPLICANT
HALF ASSOCIATES, INC.
CONTACT: JASON SWAIN
4000 FOSSIL CREEK BLVD.
FORT WORTH, TX 76137
PH: 817-428-3916

CITY OF TARRANT

DECK DRIVE
JULY 2002

A7649
D202194874



THENCE North 11 degrees 23 minutes 20 seconds East, a distance of 203.52 feet to a found 1/2 inch iron rod with yellow cap stamped "HALF ASSOC. INC." hereafter being described as SR w/cap for corner.

THENCE South 51 degrees 03 minutes 44 seconds West, a distance of 58.86 feet to a 1/2 inch iron rod with yellow cap stamped "HALF ASSOC. INC." hereafter being described as SR w/cap for corner.

THENCE South 14 degrees 26 minutes 15 seconds East, a distance of 45.73 feet to a SR w/cap for corner.

THENCE North 01 degrees 35 minutes 16 seconds West, a distance of 6.65 feet to a SR w/cap for corner.

THENCE South 00 degrees 23 minutes 44 seconds West, a distance of 80.11 feet to a point for corner.

THENCE South 00 degrees 27 minutes 50 seconds West, a distance of 592.02 feet to a 1/2 inch iron rod found at the Southwest corner of a 5.00 acre tract conveyed to Independent Baptist Fellowship International, as recorded in Volume 1985, Page 2250, D.B. 121.

THENCE South 89 degrees 43 minutes 06 seconds West, a distance of 523.37 feet to the Southeast corner of said 5.00 acre in the East right of way line of said Northwest loop 820 to a SR w/cap for corner.

REVISED AS SHOWN 05/30/2002

TARRANT COUNTY

100 E. Weatherford Street
Fort Worth, Texas 76166-0301
817-884-1100

BETSY PRICE
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT: 00007689670
ADJUDICATOR: A TO 1800A 20
CERTIFICATE NO.: 3480040
COLLECTING AGENCY
BETSY PRICE
PO BOX 981018
FORT WORTH TX 76161-0118

REQUESTED BY:
HALF ASSOCIATES, INC.
4000 FOSSIL CREEK BLVD.
FORT WORTH TX 76137

PROPERTY OWNER:
INDEPENDENT BAPTIST FELLOWSHIP INTERNATIONAL
DIA KORRIS BIBLE BAPTIST INST
724 JAM WRIGHT FWY N
WHITE SETTLEMENT TX 76081222

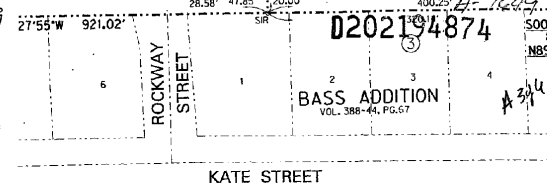
This is to certify that the ad valorem records of the Tarrant County Tax Assessor-Collector reflect the tax, interest, and other delinquent taxes that have been assessed and are now due to the taxing unit and for the years set out below for the described property herein. The Tarrant County Tax Assessor-Collector makes no certification as to the amount of tax, penalty, interest, or other fees assessed or due any taxing unit for the year or years for which the Tarrant County Tax Assessor-Collector did not have the duty every day to collect or keep records of such delinquency. Additional taxes may become due on the described property, which are not reflected herein. If the said described property has or is having any special delinquency violations that may trigger tax, rebates, provisions. This certificate applies to ad valorem taxes only and does not apply to any special assessment taxes.

YEAR	TAX UNIT	AMOUNT DUE
2001	CITY OF WHITE SETTLEMENT	0.00
2001	JPS HEALTH NETWORK	0.00
2001	TARRANT COUNTY	0.00
2001	TARRANT COUNTY COLLEGE	0.00
2001	WHITE SETTLEMENT ISD	0.00
TOTAL		\$0.00

SENT TO: HALF ASSOCIATES, INC.
ACCOUNT NUMBER: 00007689670
TOTAL DUE: \$0.00

BY: *Jason Swain* TARRANT COUNTY TAX OFFICE
BY: *Jason Swain* TARRANT COUNTY TAX OFFICE

REVISED 10/98



THENCE along said curve to the left with a radius of 2894.79 feet, a long chord which bears North 11 degrees 23 minutes 20 seconds East, a distance of 203.52 feet, with a centerline of 04 degrees 08 minutes 49 seconds, a length of 203.52 feet to a found 1/2 inch iron rod for corner.

THENCE North 08 degrees 58 minutes 55 seconds East a distance of 523.37 feet to a SR w/cap for corner.

THENCE North 08 degrees 36 minutes 32 seconds East continuing along said East right of way line, a distance of 223.07 feet to the POINT OF BEGINNING AND CONTAINING 11.973 acres or 521,535 square feet of land more or less.

THENCE North 08 degrees 36 minutes 32 seconds East continuing along said East right of way line, a distance of 223.07 feet to the POINT OF BEGINNING AND CONTAINING 11.973 acres or 521,535 square feet of land more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Independent Baptist Fellowship International, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designation the hereinabove described real property as LOT 1R, LOT 2, LOT 3, BASS ADDITION, 5th FILING, TARRANT COUNTY, TEXAS, and do hereby dedicate to the public's use the streets, and easements shown thereon.

David J. Swain
Independent Baptist Fellowship International

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of July, A.D., 2002.
Charlotte Wilson
Notary Public (Agent's Name)

My Commission Expires

TARRANT COUNTY

100 E. Weatherford Street
Fort Worth, Texas 76166-0301
817-884-1100

BETSY PRICE
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT: 00007689670
ADJUDICATOR: A TO 1800A 20
CERTIFICATE NO.: 3480040
COLLECTING AGENCY
BETSY PRICE
PO BOX 981018
FORT WORTH TX 76161-0118

REQUESTED BY:
HALF ASSOCIATES, INC.
4000 FOSSIL CREEK BLVD.
FORT WORTH TX 76137

PROPERTY OWNER:
INDEPENDENT BAPTIST FELLOWSHIP INTERNATIONAL
DIA KORRIS BIBLE BAPTIST INST
724 JAM WRIGHT FWY N
WHITE SETTLEMENT TX 76081222

This is to certify that the ad valorem records of the Tarrant County Tax Assessor-Collector reflect the tax, interest, and other delinquent taxes that have been assessed and are now due to the taxing unit and for the years set out below for the described property herein. The Tarrant County Tax Assessor-Collector makes no certification as to the amount of tax, penalty, interest, or other fees assessed or due any taxing unit for the year or years for which the Tarrant County Tax Assessor-Collector did not have the duty every day to collect or keep records of such delinquency. Additional taxes may become due on the described property, which are not reflected herein. If the said described property has or is having any special delinquency violations that may trigger tax, rebates, provisions. This certificate applies to ad valorem taxes only and does not apply to any special assessment taxes.

YEAR	TAX UNIT	AMOUNT DUE
2001	CITY OF WHITE SETTLEMENT	0.00
2001	JPS HEALTH NETWORK	0.00
2001	TARRANT COUNTY	0.00
2001	TARRANT COUNTY COLLEGE	0.00
2001	WHITE SETTLEMENT ISD	0.00
TOTAL		\$0.00

SENT TO: HALF ASSOCIATES, INC.
ACCOUNT NUMBER: 00007689670
TOTAL DUE: \$0.00

BY: *Jason Swain* TARRANT COUNTY TAX OFFICE
BY: *Jason Swain* TARRANT COUNTY TAX OFFICE

REVISED 10/98



APPLICATION FOR ZONING CHANGE/DEVELOPMENT PLAN APPROVAL/SPECIAL USE PERMIT

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

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

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

REQUEST INFORMATION : _____

Location: 600 Jim Wright Freeway
Subdivision Silver Creek Plaza Addition Lot No. 1R, 2, 3 Block No. 2 Size of Request 11.96 AC
Existing Zoning PD Requested Zoning/Use CC

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

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

APPLICANT/OWNER INFORMATION: Independent Baptist Fellowship International

Key Contact Eric Crawford Telephone No. 817-439-5220 Fax No. _____

City Hesler State TX Zip 76052

Contact's Status Check one ☐ Owner ☒ Representative

☐ Tenant ☐ Prospective Buyer

The owners signature is required on this application

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

Owner(please print) Eric Crawford Signature *Eric Crawford*

Address _____ Telephone No. _____

City _____ State _____ Zip Code _____

Corporation/Partnership /Owner President of Independent Baptist Fellowship International?

Address 114 Briarwood Ln Telephone No. 817-371-2866 Fax No. _____

City Hesler State TX Zip Code 76052

FOR OFFICE USE ONLY:

Fee: _____ Date: _____ P&Z Hearing: _____