

NOTICE OF A PUBLIC MEETING

AN AGENDA OF A REGULAR MEETING OF THE CITY COUNCIL

CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – April 4, 2023

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

INVOCATION / PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

PRESENTATIONS

1. Presentation of Proclamations:
 - a. Child Abuse Prevention Month Proclamation.
 - b. National Library Week Proclamation.
 - c. National Telecommunicators Week Proclamation
 - d. Animal Care and Control Appreciation Week
2. Presentation of Life Saving Award
3. Presentation of Certificate of Recognition for Budget Preparation
4. City Manager presentation of items of community interest, including introduction of Fire Chief Richard (Rick) Sanderson.

PUBLIC HEARING

5. Hold a Public Hearing on the selection of a project for the 49th Year Community Development Block Grant (CDBG) program administered by Tarrant County for the Federal Housing and Development Department (HUD).

CONSENT AGENDA

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

6. Approval of City Council meeting minutes:
 - a. March 4, 2023
 - b. March 7, 2023
 - c. March 22, 2023

7. Acknowledge receipt of Monthly Financial Statements for FY 22-23 as of January 31, 2023.
8. Approval of Joint Election Agreement and Contract for Election Services with Tarrant County Elections Administrator for the May 6, 2023 Special Election.
9. Acknowledge and confirm the appointment by City Manager Jeff James, appointing Richard (Rick) Sanderson as the City of White Settlement Fire Chief.

DELIBERATION AGENDA

10. Discuss and Consider an Ordinance Amending Chapter 38 "Solid Waste" of the Code of Ordinances for Residential, Non-residential and Multi-family Trash Collection Services.
11. Discuss and consider an ordinance amending Chapter 20 "Fees", Section 2 "Trash Collection Services"; updating fees for residential and commercial trash collection rates; and providing an effective date.

EXECUTIVE SESSION

12. 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:
 - a) 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.

ADJOURNMENT

Notice posted on the 30th day of March, 2023, on the City Hall bulletin board located at 214 Meadow Park Drive, White Settlement, Texas.

*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.

City of White Settlement *Proclamation*

WHEREAS, children are our future and our greatest resource; and

WHEREAS, every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and

WHEREAS, child abuse is one of our nation's most serious public health problems and threatens the safety of our community; and

WHEREAS, in Tarrant County, 5,506 children were confirmed as victims of child abuse or neglect in 2022; and

WHEREAS, Alliance For Children provided trauma-informed services to 2,434 children in 2022;

WHEREAS, finding solutions to prevent child abuse is a community responsibility and depends on the involvement of all citizens; and

WHEREAS, effective child abuse prevention, investigation and treatment programs succeed because of partnerships among public and private agencies, schools, religious organizations, medical services, and the business community.

NOW, THEREFORE, I, Amber Munoz, Mayor Pro Tem of the City of White Settlement, Texas do hereby proclaim

April 2023
as
Child Abuse Prevention Month

in the City of White Settlement, Texas and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of White Settlement to be affixed this 4th day of April, 2023.

Amber Munoz, Mayor Pro Tem
City of White Settlement

City of White Settlement *Proclamation*

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that I [name, title of official] proclaim

April 23 through 29, 2023

To be

National Library Week

In the City of White Settlement. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of White Settlement to be affixed this 4th day of April, 2023.

Amber Munoz, Mayor Pro Tem
City of White Settlement

City of White Settlement
Proclamation

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of White Settlement emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the White Settlement Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, the City Council of the City of White Settlement declares the week of

April 9 through 15, 2023

to be

National Public Safety Telecommunicators Week

In White Settlement, Texas, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of White Settlement to be affixed this 4th day of April, 2023.

Amber Munoz, Mayor Pro Tem
City of White Settlement

City of White Settlement
Proclamation

WHEREAS, the National Animal Care and Control Association has designated the second full week in April as Animal Care and Control Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Control Officers and Animal Control Services Staff for the dedicated service they provide to the citizens, public safety, and domestic animals and livestock across the nation; and

WHEREAS, Animal Control Officers provide essential community functions including the enforcement of animal control laws, protecting the public from diseases such as rabies, and educating the public on the proper care of the community's pets; and

WHEREAS, the City of White Settlement recognizes and commends the Animal Services Division personnel who answer calls for assistance, capture roaming, and potentially dangerous animals, rescue animals, investigate reports of animal abuse, educate pet owners about responsible care, and mediate disputes between neighbors regarding pet.

NOW, THEREFORE, I, Amber Munoz, Mayor Pro Tem of the City of White Settlement, Texas do hereby proclaim

April 9 through 15, 2023

as

Animal Care and Control Appreciation Week

in the City of White Settlement, Texas to express appreciation to the Animal Control Officers, Support Staff and Volunteers of the City of White Settlement P.A.W.S. Center.

In witness whereof, I have hereunto set my hand and caused the Seal of the City of White Settlement to be affixed this 4th day of April, 2023.

Amber Munoz, Mayor Pro Tem
City of White Settlement



To: City Council
From: Krystal Crump, Finance Director
Date: April 4, 2023

Finance is receiving it's 34th consecutive award for this program.



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Finance Department
City of White Settlement, Texas**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Executive Director

Christopher P. Morill

Date: **February 17, 2023**

**INFORMAL REPORT
TO Honorable Mayor and Council**



PUBLIC HEARING 49th Year CDBG Project

City Council Meeting Date: April 4, 2023

ISSUE

Public Hearing on the project for the 49th Year Community Development Block Grant (CDBG) program administered by Tarrant County for the Federal Housing and Development Department (HUD).

DISCUSSION

On February 7, 2023, City Council approved a resolution selecting the 1000 block of Bridle Avenue sanitary sewer replacement of 550 feet of 6 “ inch clay tile pipe from Quebec to almost Saddle Road with three manholes and seven services with typical pavement and curb repairs. This project will replace the clay tile pipe with PVC pipe to improve service to residents and reduce Inflow and Infiltration (I&I) in the area. This project will also allow for the abandonment of a 6 inch clay tile pipe that runs between houses on Bridle over to a sewer connection on Crosby, Therefore eliminating an easement and the future difficulty of working between houses.

IMPACT ON CITY RESOURCES

This sewer line has had numerous calls for service due to age, breaks and loading of sewer in this area. It is believed that by abandoning this line between the homes and connecting it to Quebec will reduce the possibilities of Sanitary Sewer Overflows (SSO's) for this section of the system.

On page 2 of the Application are the estimates for construction, engineering, contingencies and possible award amounts.

Total estimated funds for this project is \$309,892.25 using an assumption of an award of \$160,000 from the CDBG grant and \$54,000 for engineering (*that staff will bring before you in the coming months for consideration*). The City contribution amount to the project is estimated to be \$ 95,892.25 that staff will place in the coming year's budget.

ACTION / RECOMMENDATION

Public Hearing only as a requirement of the program. Resolution on this project was approved February 7, 2023.

ADDITIONAL INFORMATION

Attached: Proposal and project area map

STAFF CONTACT(S)

Larry Hoover, CPM
Director of Public Works
lhoover@wstx.us



Submit & Questions to:
Susan Au
SAu@TarrantCountyTX.gov
Due: January 31, 2023

City Contact Name

Larry Hoover, CPM

City Contact email

lhoover@wstx.us

City Contact Phone

817-246-4971 ext 265

Engineering Firm Name

James DeOtte Engineering,
Inc.

Engineer Contact Name

Brian Darby, P.E.

Engineer Contact E-MAIL

briandarby@deotte-
eng.com

Engineer Contact Phone

817-446-6877

PREPARED BY:

James DeOtte Engineering,
Inc.

2023 CDBG Project Proposal (49th Year)- A

City Name City of White Settlement

Project Address 1000 Block of Bridle Avenue, White Settlement, Texas, 76108

Project Census Block Group Census Block Group 1107.01/01 (57.14%)

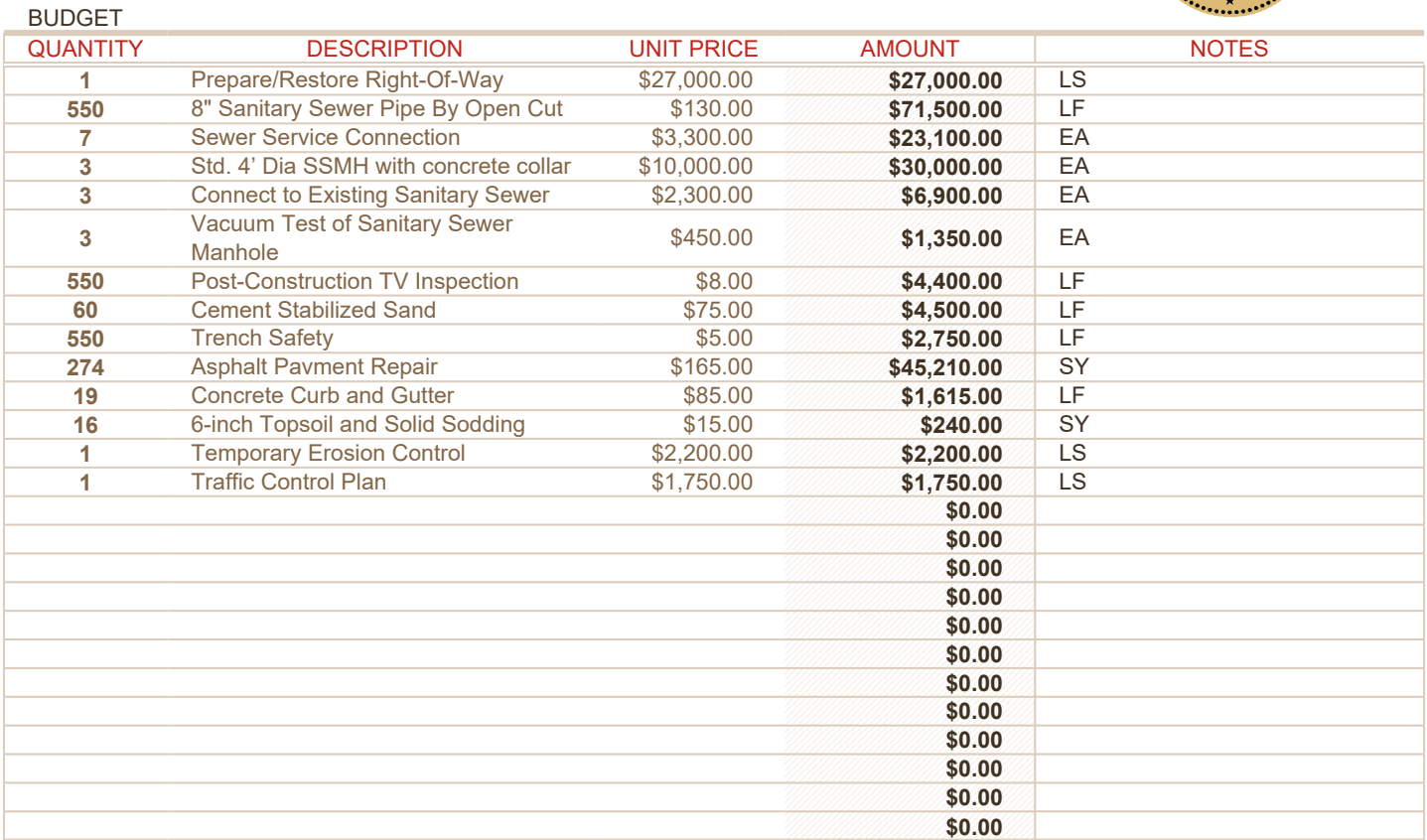
Project Description 550 LF 8" sanitary sewer replacement of existing 6" clay sewer pipe by open Cut including 3 new sanitary sewer manholes, 7 residential service connections, 4' wide asphalt pavement repair, and curb & gutter repair at service connections on west side of Bridle Avenue from Quebec Drive south passing Omaha Drive continueing south to 1001 Bridle Avenue. This will allow the existing 6" clay sewer pipe to be abandoned from Bridle Avenue to North Crosby Avenue between the lots of 1001 & 861 Bridle Avenue and 1000 & 860 North Crosby Avenue.

Needs and Problems The proposed sewer line experiences numerous maintenance problems creating hardship on the residents in the service area. The existing sewer pipe is old and does not provide reliable service. The pipe is also a source of inflow and infiltration that negatively impacts the entire sanitary sewer system in the area. The sewer line replacement project will result in a benefit in the quality of life for this area of the City of White Settlement.

Financial Need The infrastructure replacement need to serve this low and moderate income neighborhood are beyond the available tax base and revenue funds the City can generate. The majority of the City's revenue is primarily based on property tax, sales tax, and water and sewer usage fees revenue. From these a budget is established from the CDBG Funds that includes expenditures for this Year 49 project.

NOTE: Please provide City audit statement: General or Public infrastructure specific section only. These will be provided to the Mayors reviewing each project

City Name	City of White Settlement
Project Address	1000 Block of Bridle Avenue, White Settlement, Texas, 76108



Construction Subtotal	\$222,515.00
Contingency Rate	15.00%
Contingency	\$33,377.25
Engineer Subtotal	\$0.00
TOTAL ESTIMATED COST	\$255,892.25

NOTE: Balance of project **MUST** be leveraged by the city in order to have a completed and usable project upon final inspection. Assumption of CDBG allocation estimates can be seen in the example of Tiering Projects in the CDBG Guide. Total project costs must equal estimated funds available

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City Contact Name

Larry Hoover, CPM

City Contact email

lhoover@wstx.us

City Contact Phone

817-246-4971 ext 265

Engineering Firm Name

James DeOtte
Engineering, Inc.

Engineer Contact Name

Brian Darby, P.E.

Engineer Contact E-MAIL

briandarby@deotte-
eng.com

Engineer Contact Phone

817-446-6877

PREPARED BY:

James DeOtte
Engineering, Inc.

Submit & Questions to:

Susan Au

SAu@TarrantCountyTX.gov

DUE DATE

1/31/2023

2022 CDBG Project Proposal (48th Year)

City Name

City of White Settlement

Project Address

1000 Block of Bridle Avenue, White Settlement, Texas, 76108

PROJECT JUSTIFICATION

Environmental & Neighborhood Conditions

The current environmental and neighborhood conditions are fully developed and these conditions will not change with this project. There are no sensitive habitats or surface water within the project area. Dust and traffic issues will be temporary minor nuisances that are typical of any construction activity.

Service Area Description

The immediate service area is 1001, 1005, 1009, 1013, 1017, 1020, and 1021 Bridle Avenue. The overall service area is bounded by Quebec Drive (north), Silver Creek Road (south), Vaquero Street (east), and Crosby Avenue (west).

Land Use Information

Enter the acreage in the table below within the boundaries that you just indicated for the "service area", fill in the below table with the appropriate acreage of the land used within those boundaries. Please remember that at least 70% of your service area must be residential, except for ADA Barrier Removal activities under Limited Clientele. Look at land use maps. You may use <https://www.dfwmaps.com/#>

State Land Use Codes	Land Use in Acres	% of Total Service Area
A1 (Single Family Residential)	18.58	1
A2 (Mobile Homes)		0
B1 (Multi-family Residential)		0
C1 (Residential Vacant)		0
C2 (Commercial Vacant)		0
C6 (Exempt – ROW)		0
D3 (Farm land)		0
D4 (Undeveloped)		0
F1 (Commercial)		0
F2 (Industrial)		0
J1-8 (Utilities)		0
OTHER ()		0
TOTAL Acres	18.58	
TOTAL RESIDENTIAL:	18.58	1



City Contact Name
Larry Hoover, CPM

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lhoover@wstx.us

City Contact Phone
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Engineering Firm Name
James DeOtte
Engineering, Inc.

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Brian Darby, P.E.

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eng.com

Engineer Contact Phone
817-446-6877

PREPARED BY:

James DeOtte
Engineering, Inc.

Submit & Questions to:
Susan Au
SAu@TarrantCountyTX.gov

DUE DATE
1/31/2023

2023 CDBG Project Proposal (49th Year)

City Name City of White Settlement
Project Address 1000 Block of Bridle Avenue, White Settlement, Texas, 76108

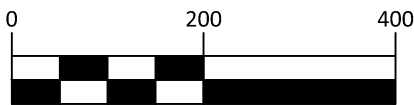
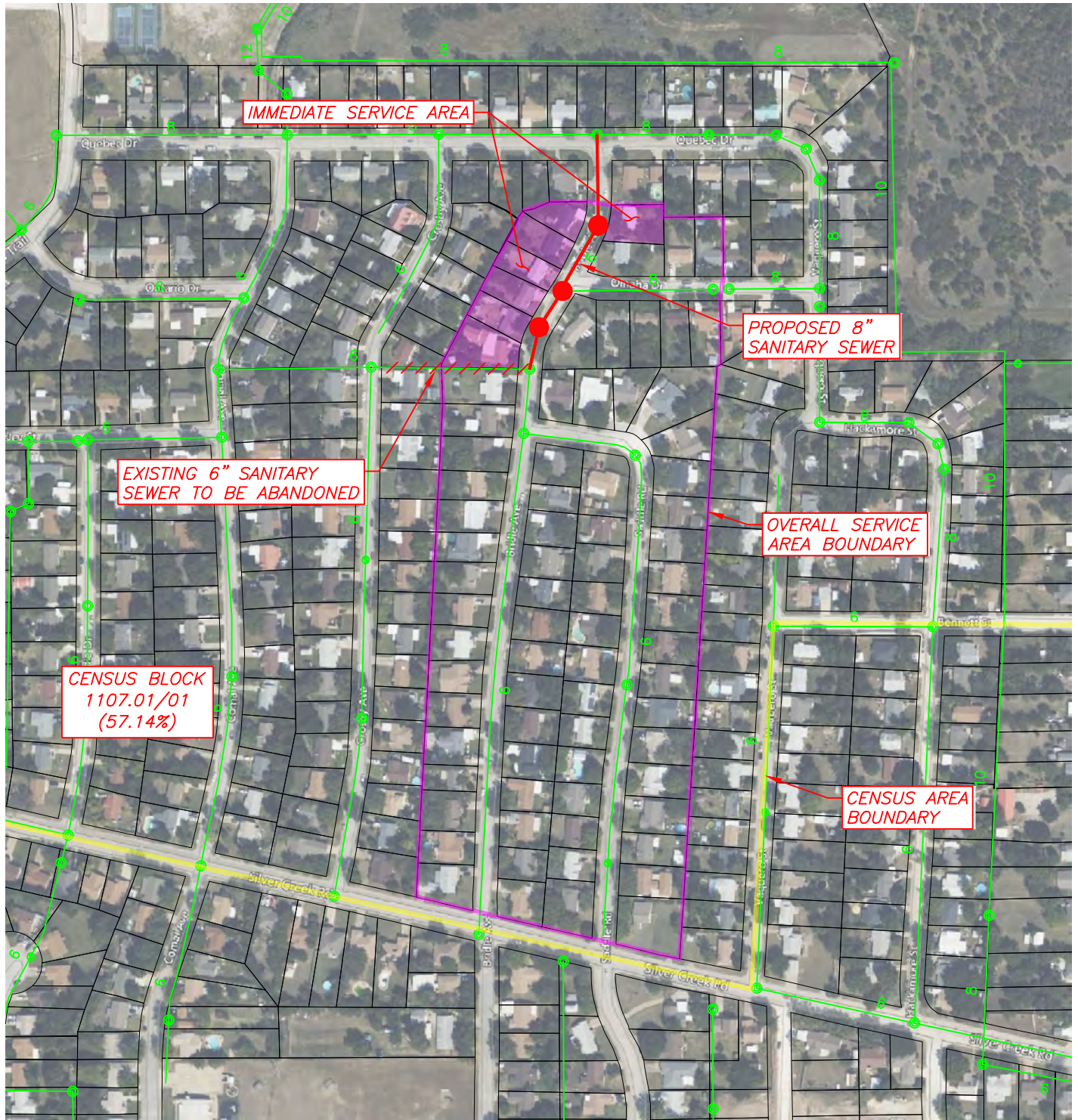
REQUIRED SUPPLEMENTAL INFORMATION

Include the following required documents (Email as PDF attachments)

		Comments (if not attached)
City Annual Financial Information	☒ Check	See PDF "CDBG 2023 - White Settlement - Budget.PDF"
<i>(The most current City Financial Summary available that shows assets and liabilities and/or line items indicating amount reserved for public infrastructure projects paid by the city. One page summary will suffice.)</i>		
City Comprehensive Plan or equivalent	☒ Check	https://www.dropbox.com/sh/c1socmnptqvk0wi/AAD7rHxX-
<i>If the city has a comprehensive plan, please include the portion which indicates community goals and future plans for land use in respect to using CDBG funds for projects or a web link.)</i>		
Date of City Public Hearing	2/7/2023	The White Settlement Council regularly meets once per month.
<i>The intent of the public hearing during a city council meeting is to let your council and public know what you want to do with these federal funds and to listen to any comments, objections and finally approval by your council to move forward with the project. This can all be reflected in your minutes and a copy can be emailed to the planner when available</i>		
Copy of Public Notice	☒ Check	See PDF "CDBG 2023 - White Settlement - Public Hearing.PDF"
<i>It is required that the City post a public notice at least 10 business days prior to an actual meeting, a public meeting will occur in city chambers discussing this project, hear any comments given and a certified copy of minutes plus any comments made will be sent to the planner to go with the proposal.)</i>		
Copy of Public Hearing Minutes	☐ Check	The Public Hearing Minutes will be approved at the White Settlement Council meeting, March 7, 2023.
<i>Attach a copy of the approved public hearing minutes and a copy of the public notice. If the hearing is scheduled and has not been executed, please mail or fax a copy of the public notice and approved public hearing minutes to the senior planner or CDBG Project administrator as soon as minutes are approved.)</i>		
Copies of any Citizen Input or additional comments	☐ Check	These will be provided in March.
Map(s) indicating service area outlining project area	☒ Check	See PDF "CDBG 2023 - White Settlement - Project Area.PDF"
Map of FEMA Flood Map	☒ Check	See PDF "CDBG 2023 - White Settlement - FEMA flood map.PDF"
Other Maps	☐ Check	

To submit: Please save and email this excel file. Provide the above documentation within the same email

PLOTTED BY: Patrick York ON: Tuesday, January 17, 2023 AT: 7:24 AM FILEPATH: P:\202224000 - CDBG Yr49 RFQ\Docs\CDBG Application\2023-01-10 Bridle SS Exhibit.dwg



GRAPHIC SCALE IN FEET

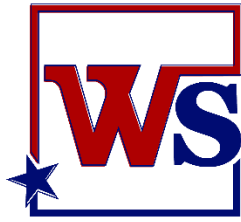


James
DeOtte
Engineering
Inc.

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

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

TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) YEAR 49 PROJECT 1000 BLOCK OF BRIDLE AVENUE SANITARY SEWER



MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL

CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – March 7, 2023

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

Mayor Pro Tem Munoz called the meeting to order at 6:30 p.m. with a quorum of members present as follows.

CITY COUNCIL MEMBERS PRESENT

Amber Munoz, Mayor Pro Tem
Paul Moore, Council Member Place 1
Alan Price, Council Member Place 2
William Wright, Council Member Place 3
Gregg Geesa, Council Member Place 4

EXECUTIVE STAFF PRESENT

Jeff James, City Manager
Amy Arnold, City Secretary
James Donovan, City Attorney

DIRECTORS PRESENT

Larry Hoover, Public Works Director
Christopher Cook, Chief of Police, Public Safety Director
Krystal Crump, Finance Director
Rich Tharp, Community Services Director
Robert Nunley, Planning and Development Director

INVOCATION / PLEDGE OF ALLEGIANCE

Communications Manager Aaron (AC) Hall gave the invocation after honoring the memory of Mayor Ronald A. White with a moment of silence. Mayor Pro Tem Munoz led the Pledge of Allegiance.

PUBLIC PARTICIPATION

Daniel Bennett of 408 Pemberton addressed the City Council in opposition to recent activities of Tarrant Appraisal District.

Patricia England of 852 McCully Street addressed the City Council in opposition to consent agenda items specifically interlocal agreements.

Billy Williams of 9320 Lisa Court addressed the City Council in with concerns regarding an additional fee on a recent utility bill, landlord inspection guidelines and opposition to recent WSISD election activities and a recent increase in his utility bill.

PRESENTATIONS

The following presentations were heard followed by photos with City Council members:

1. City Manager presentation of items of community interest
2. Chief of Police Presentation of Honorable Service and Mention to Maria Jensen
3. Presentation of the 2022 Annual Police Report and Strategic Plan by Chief Cook. (this items was moved to the end of the presentation items)

4. Presentation of FY 2021-2022 Annual Comprehensive Financial Report by representatives from Patillo Brown and Hill, the city's auditor, explaining the opinion letter, new accounting standards and audit report.
5. Presentation of the Keep Texas Beautiful Governor's Community Achievement Award 2020 Grant Project by Community Services Director Rich Tharp.
6. Presentation to update City Council on Frontier Waste Solutions trash collection transition with mention of upcoming public forums.

CONSENT AGENDA

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

7. Approval of City Council meeting minutes:
 - a. February 7, 2023
8. Acknowledge acceptance of and approve the FY 2021-2022 Annual Comprehensive Financial Report.
9. Approval of continued participation in Texas Municipal League member services for the period beginning March 1, 2023 and ending February 29, 2024 at a service fee of \$3500.00.
10. Approval of an Interlocal Agreement between the City of White Settlement and the City of Sansom Park for dispatch and detention services.
11. Approval of a resolution authorizing continued participation with the Atmos Cities Steering Committee and authorizing the payment of five cents per capita to the steering committee to fund regulatory and related activities related to Atmos Energy Corporation.

DELIBERATION AGENDA

12. Discuss and consider a resolution designating Primary Bank Depository Services with Southside Bank, effective May 1, 2023; authorizing the City Manager to sign and execute service contracts and associated agreements.

Finance Director Krystal Crump presented the item to City Council. Information presented included the requirement to bid for depository services every five years with this being the city's fifth year; three bids received with one excluded due to being outside of the allowed area code.

With there being no further discussion, Mayor Pro Tem Munoz called for a motion.

Council Member Moore made a motion to approve a resolution designating Primary Bank Depository Services with Southside Bank, effective May 1, 2023; authorizing the City Manager to sign and execute service contracts and associated agreements. Council Member Geesa seconded the motion which carried unanimously.

13. Hold a Public Hearing and Consider a rezoning for the property located at Parkview Villas Block 1 Lots 3, 2, and 1, more commonly known as 8401, 8409, and 8411 Clifford St from (P-D) Planned Development District to (C-C) Commercial Corridor, (C-N) Commercial Neighborhood, or (I-L) Light Industrial.

Building Official Robert Nunley presented the item to City Council. Information presented included explaining the item is a follow-up to being tabled during the February 7, 2023 meeting with a review

of the requested rezone. Mr. Nunley stated the property owner was present and available to answer questions.

Mayor Pro Tem Munoz opened the Public Hearing at 8:03 p.m.

Pastor Smith explained his request to rezone the property is to attract potential buyers to the property, giving examples of the restrictions currently in place on the property. Pastor Smith's realtor addressed member questions including difficulty in selling the property including mention of inquiries ceasing once zoning is provided. Pastor Smith also indicated a rezone was granted for another church at a previous meeting.

Patricia England of 852 McCully addressed the city council asking if there is anything more that could be done to assist Pastor Smith with the sale of his property.

With there being no further speakers, Mayor Pro Tem Munoz closed the Public Hearing at 8:07 p.m. and called for a motion.

Council Member Geesa made a motion to approve rezoning for the property located at Parkview Villas Block 1 Lots 3, 2, and 1, more commonly known as 8401, 8409, and 8411 Clifford St from (P-D) Planned Development District to (C-N) Commercial Neighborhood. Council Member Moore seconded the motion which carried unanimously.

EXECUTIVE SESSION

14. 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:

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 pending litigation.

15. Reconvene from Executive Session to take action, if any, as a result of Executive Session.

Executive Session was not held.

ADJOURNMENT

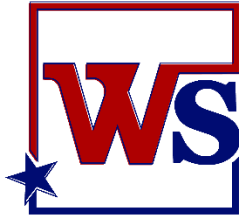
With there being no further discussion, Mayor Pro Tem Munoz adjourned the meeting at _____ p.m.

Approved the _____ day of April , 2023.

Amber Munoz
Mayor Pro Tem

ATTEST:

Amy Arnold
City Secretary



MINUTES OF A BUDGET KICKOFF PRESENTATION MEETING

CITY OF WHITE SETTLEMENT, TEXAS

9:00 AM March 4, 2023

Pecan Grove Convention Center

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

CALL TO ORDER

Mayor Pro Tem Munoz called the meeting to order at 9:00 a.m. with a quorum of council members present as follows:

CITY COUNCIL MEMBERS PRESENT

Amber Munoz, Mayor Pro Tem
Paul Moore, Council Member Place 1
Alan Price, Council Member Place 2
William Wright, Council Member Place 3
Gregg Geesa, Council Member Place 4

EXECUTIVE STAFF PRESENT

Jeff James, City Manager
Amy Arnold, City Secretary

DIRECTORS PRESENT

Larry Hoover, Public Works Director
Christopher Cook, Chief of Police
Krystal Crump, Finance Director
Rich Tharp, Community Services Director
Robert Nunley, Building Official
Shelley Poer, Human Resources / Civil Service
Randy Rogers, City Marshal

AGENDA

1. City Council will hear presentations from department staff outlining departmental operations including service levels and community relations, department goals, and fiscal year budget overview. Departments making presentations include: Administration, Public Safety, Planning & Development, Public Works, Community Services and Finance. City Council will not take action on presentations.

City Manager Jeff James welcomed attendees, explained the need for limited questions (time concerns due to evening room rental) and gave a brief overview of the purpose of the meeting followed by Finance Director Krystal Crump presenting an overview of the budget and budget planning process. The overview included strategic goals, an explanation of service levels, listing of accomplishments, a review of revenues by source, discussion of property taxes with comparisons, and interest income and salary expense review.

Department directors made presentations which included department specific services, benefit to the community, accomplishments, and noted future needs. Departments making presentations included the following:

- City Manager;
- City Secretary;
- Human Resources;
- City Marshal;
- Planning and Development, including Code Compliance;
- Finance;
- Community Services;
- Public Works, including water, streets and stormwater; and
- Public Safety.

ADJOURNMENT

With there being no further discussion, Mayor Pro Tem Munoz adjourned the meeting at 12:25 p.m.

Approved the 4th day of April, 2023.

Amber Munoz
Mayor Pro Tem

ATTEST:

Amy Arnold
City Secretary



MINUTES OF A SPECIAL MEETING OF CITY COUNCIL
CITY OF WHITE SETTLEMENT, TEXAS
5:30 PM March 22, 2023
Council Chambers – City Hall
214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

Mayor Pro Tem Munoz called the meeting to order at 5:30 p.m. with a quorum of members present as follows.

CITY COUNCIL MEMBERS PRESENT

Amber Munoz, Mayor Pro Tem
Paul Moore, Council Member Place 1
Alan Price, Council Member Place 2
William Wright, Council Member Place 3
Gregg Geesa, Council Member Place 4

EXECUTIVE STAFF PRESENT

Jeff James, City Manager
Amy Arnold, City Secretary

DIRECTORS PRESENT

None

EXECUTIVE SESSION

Mayor Pro Tem Munoz announced the City Council would convene in Executive Session at 5:30 p.m. after first reading the following:

1. 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:
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 Council Training.

ADJOURNMENT

With there being no action as a result of Executive Session and no further discussions, Mayor Pro Tem Munoz adjourned the meeting at 7:11 p.m.

Approved the 4th day of April , 2023.

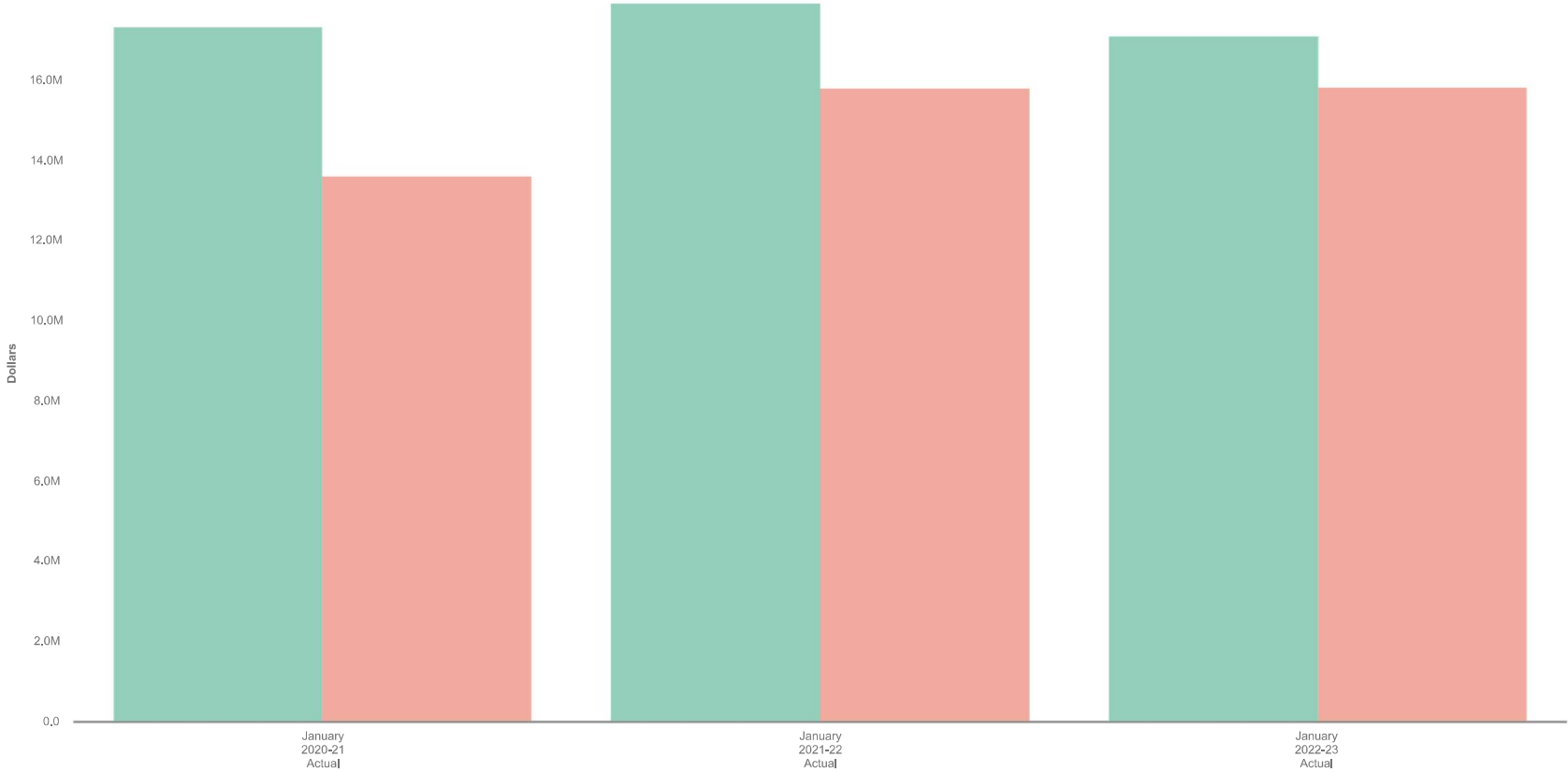
Amber Munoz
Mayor Pro Tem

ATTEST:

Amy Arnold
City Secretary

General Fund Balance Sheet As of 01.31.2023

Visualization



Sort Large to Small

- Assets
- Liabilities & Equities

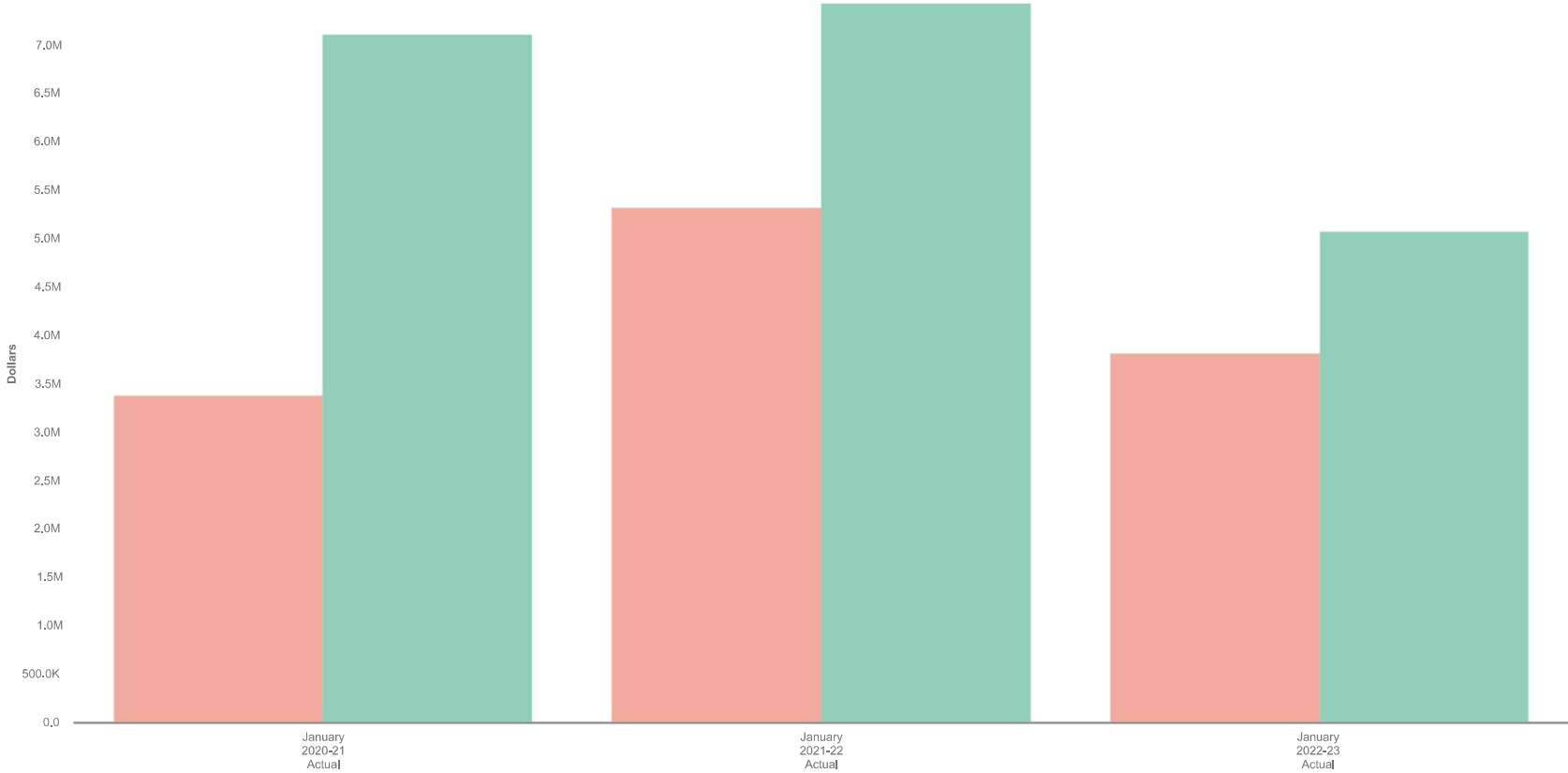
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Assets	\$ 17,326,047	\$ 17,886,577	\$ 17,082,039
▶ CASH	15,451,965	16,336,172	18,595,790
▶ ACCOUNTS RECEIVABLE	1,811,307	1,557,527	-1,931,512
▶ PREPAID EXPENSES	62,776	-7,123	417,762
▼ Liabilities	212,836	357,890	354,096
▶ ACCOUNTS PAYABLES	116,731	135,021	236,010
▶ OTHER LIABILITIES	71,808	195,587	184,916
▶ COURT PAYABLES	24,297	26,703	19,580
▶ PAYROLL PAYABLES	0	579	-86,410
▼ Equities	13,389,208	15,433,766	15,461,763
▶ FUND BALANCE	13,389,208	15,433,766	15,461,763
Revenues Less Expenses	\$ 3,724,004	\$ 2,094,920	\$ 1,266,180

Data filtered by Types, GENERAL FUND, Placeholder and exported on March 27, 2023. Created with OpenGov

General Fund Revenue & Expenditure Report As of 01.31.2023



Visualization



Sort Large to Small

- Revenues
- Expenses

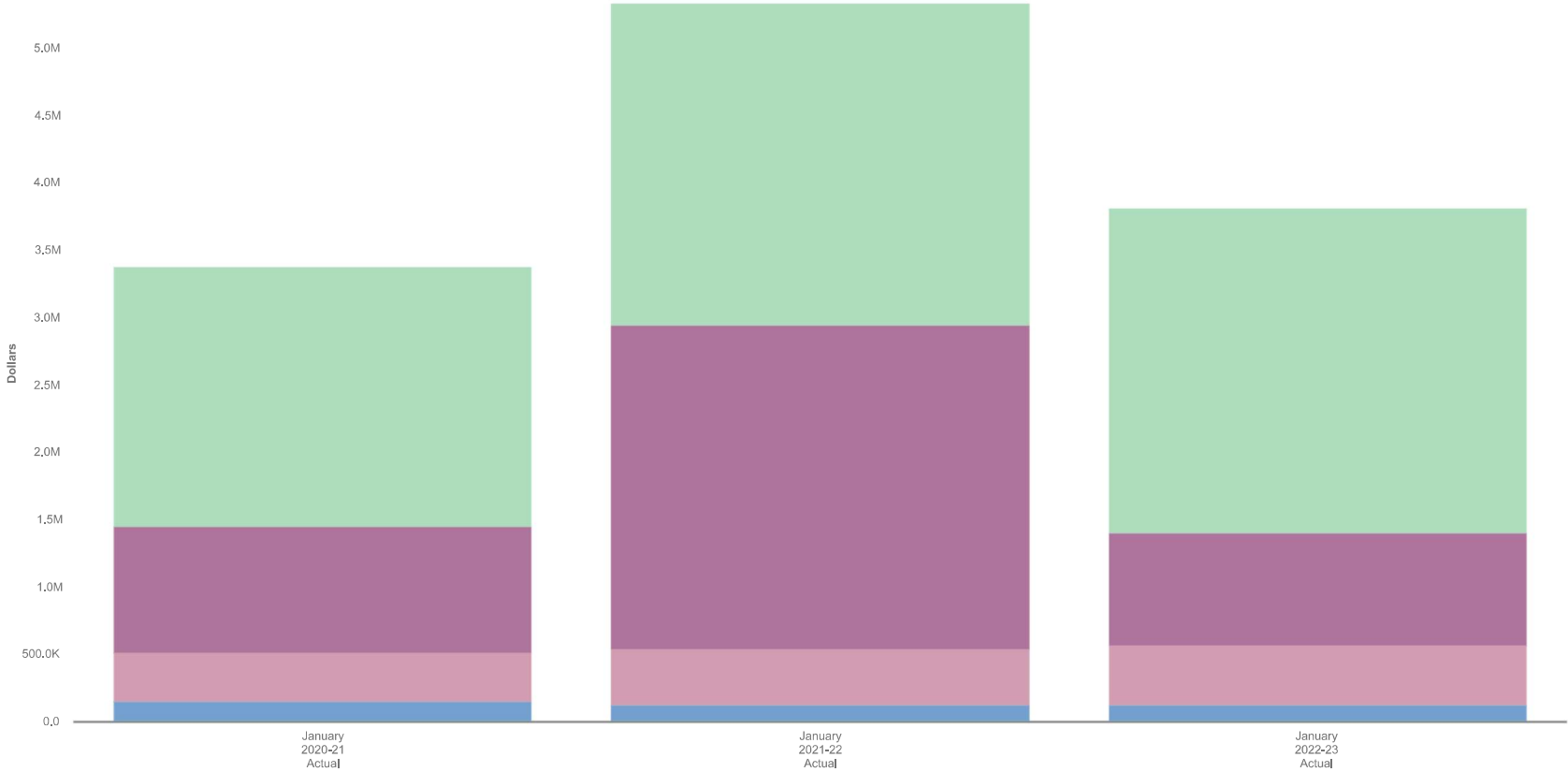
Fiscal Year Through undefined (cumulative amounts)

Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Revenues	\$ 7,106,388	\$ 7,421,356	\$ 5,081,029
▶ PROPERTY TAXES	5,469,141	5,843,075	3,262,753
▶ TRANSFERS IN	461,258	552,764	577,405
▶ SALES AND USE TAXES	359,700	449,273	524,457
▶ FRANCHISE FEES	217,287	225,662	248,959
▶ OTHER REVENUE	336,377	39,183	64,842
▶ LICENSES & PERMITS	94,618	164,825	107,800
▶ FINES & FORFEITURES	68,980	66,422	78,629
▶ INTEREST INCOME	41,259	17,482	122,935
▶ CHARGES FOR SERVICES	57,770	62,670	57,575
▶ INTERGOVERNMENTAL	0	0	35,675
▼ Expenses	3,382,384	5,326,436	3,814,849
▶ PERSONNEL	2,229,819	2,563,059	2,766,213
▶ CONTRACTUAL SERVICES	690,043	953,329	878,066
▶ TRANSFERS TO	0	1,663,727	0
▶ MATERIALS & SUPPLIES	132,476	146,321	131,556
▶ CAPITAL OUTLAY	330,046	0	39,014
Revenues Less Expenses	\$ 3,724,004	\$ 2,094,920	\$ 1,266,180

General Fund Expenditures by Department As of 01.31.2023



Visualization



Fiscal Year Through undefined (cumulative amounts)

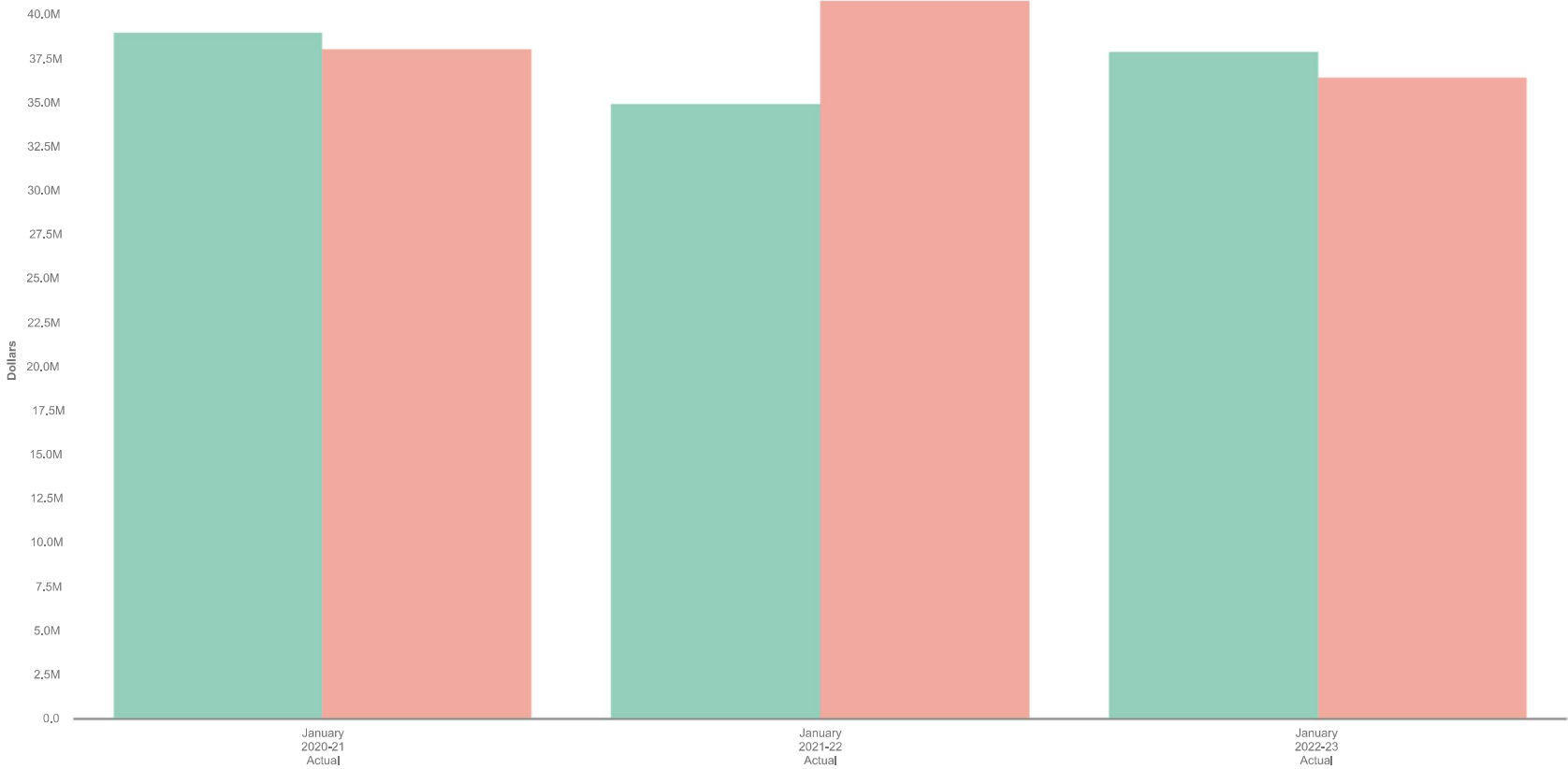
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ PUBLIC SAFETY	\$ 1,930,425	\$ 2,384,272	\$ 2,411,967
POLICE PATROL	848,512	1,025,754	1,061,511
FIRE	520,940	660,373	680,691
POLICE ADMINISTRATION	312,975	270,917	169,568
DISPATCH	0	159,592	214,238
PLANNING & DEVELOPMENT	92,162	88,870	121,375
ANIMAL CONTROL	51,604	56,253	63,316
MUNICIPAL COURT	43,624	49,656	54,135
CITY MARSHAL	56,308	47,771	15,490
CODE COMPLIANCE	4,301	25,086	31,644
▼ GENERAL GOVERNMENT	934,623	2,397,944	832,415
NON-DEPARTMENTAL	409,061	1,767,749	57,019
FINANCE	144,958	162,483	157,256
MIS	58,781	79,104	213,630
CITY COUNCIL	72,449	114,617	126,434
CITY MANAGER	69,450	85,246	94,459
HUMAN RESOURCES	46,830	58,782	51,163
CITY SECRETARY	45,642	40,104	40,967
MEDIA	36,697	36,304	24,801

	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
MUNICIPAL FACILITIES	25,148	29,928	33,081
PURCHASING	25,606	23,627	27,607
▼ CULTURE & RECREATION	358,712	413,747	440,490
PARKS MAINTENANCE	181,711	223,188	246,159
LIBRARY	78,457	88,074	86,931
RECREATION	50,029	54,290	59,976
SENIOR SERVICES	48,516	48,195	46,475
PRIDE COMMISSION	0	0	949
▼ PUBLIC WORKS	158,625	130,473	129,976
STREETS	158,625	130,473	129,976
Total	\$ 3,382,384	\$ 5,326,436	\$ 3,814,849

Data filtered by DEPARTMENTS, GENERAL FUND , Placeholder, Expenses and exported on March 27, 2023. Created with OpenGov

Water & Sewer Fund Balance Sheet As of 01.31.2023

Visualization



Sort Large to Small

- Liabilities & Equities
- Assets

Fiscal Year Through undefined (cumulative amounts)

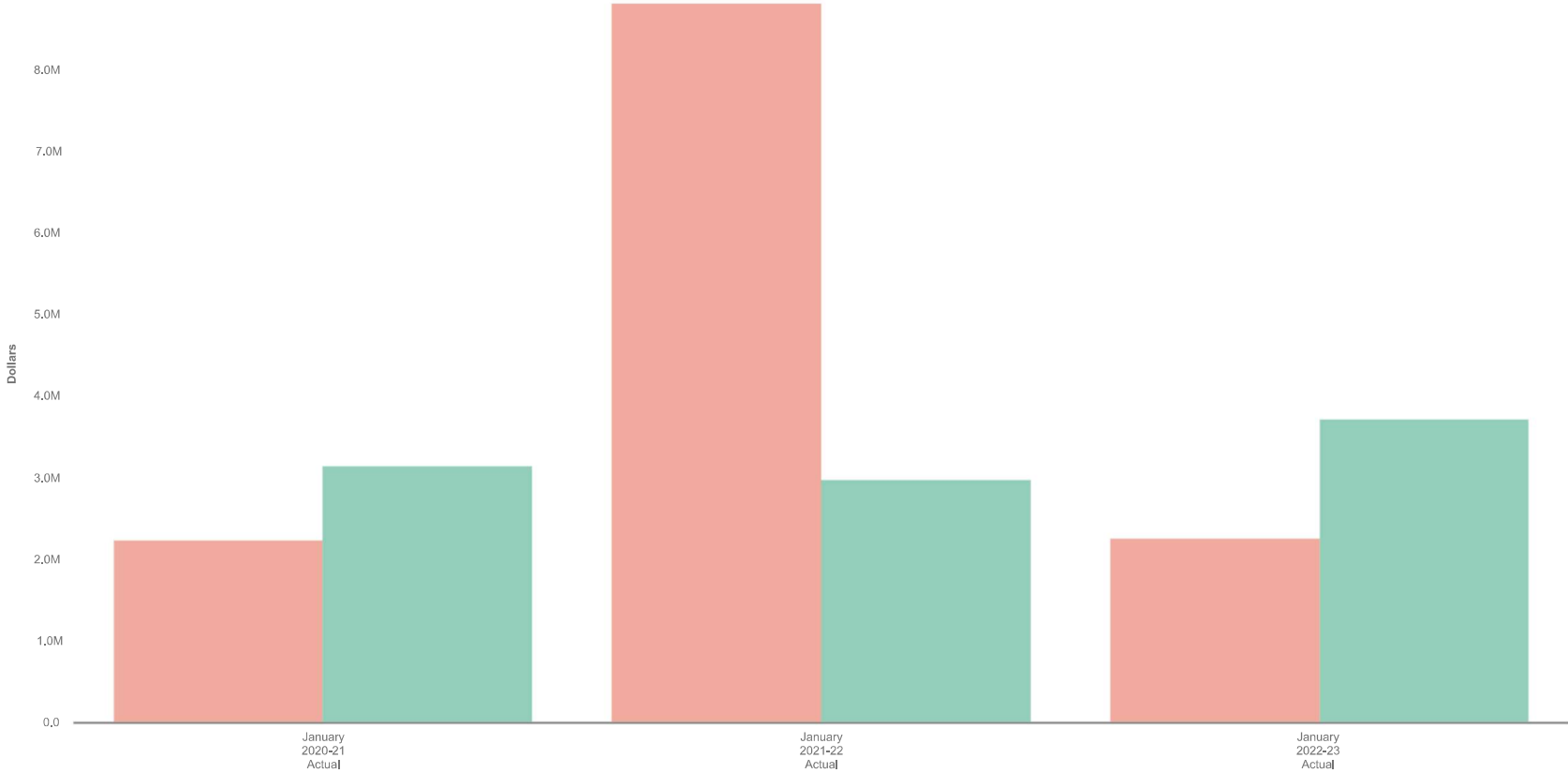
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Assets	\$ 38,970,413	\$ 34,932,640	\$ 37,913,686
▶ CAPITAL ASSETS	22,613,046	23,182,690	22,822,624
▶ CASH	15,094,509	10,597,485	13,601,072
▶ ACCOUNTS RECEIVABLE	1,262,858	1,152,466	1,489,990
▼ Liabilities	5,185,201	4,857,805	4,721,985
▶ OTHER LIABILITIES	5,016,025	4,750,232	4,528,709
▶ ACCOUNTS PAYABLES	106,552	55,471	121,424
▶ PAYROLL PAYABLES	62,624	52,102	71,851
▼ Equities	32,884,528	35,893,353	31,734,326
▶ NET INVESTMENT IN ASSETS	15,577,163	18,566,253	19,337,106
▶ FUND BALANCE	17,307,365	17,327,100	12,397,221
Revenues Less Expenses	\$ 900,684	\$ -5,818,519	\$ 1,457,374

Data filtered by Types, WATER & SEWER FUND, Placeholder and exported on March 27, 2023. Created with OpenGov

Water & Sewer Fund Revenue & Expense Report As of 01.31.2023



Visualization



Sort **Large to Small**

Expenses

Revenues

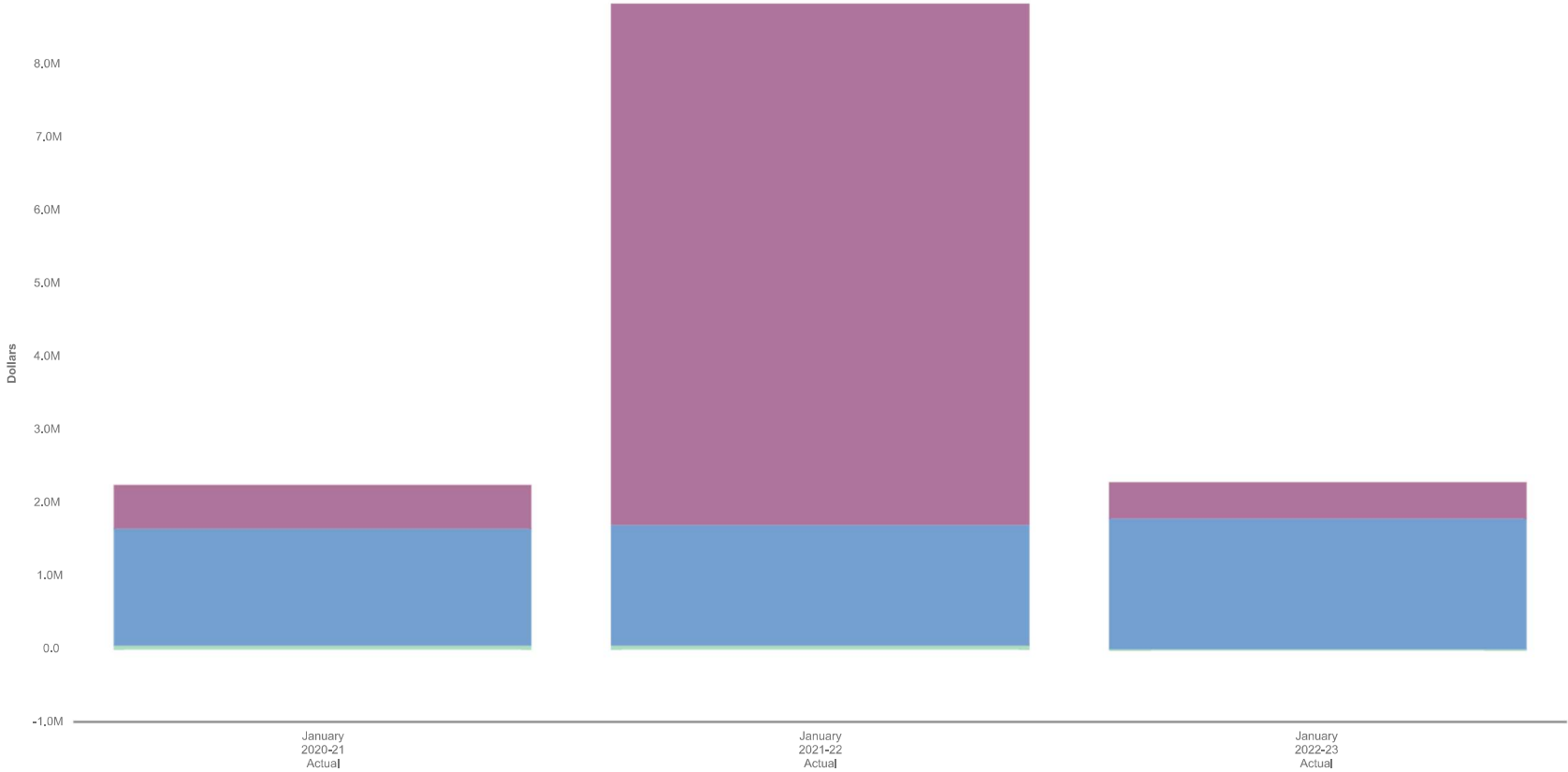
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Revenues	\$ 3,148,506	\$ 2,988,776	\$ 3,728,425
▶ CHARGES FOR SERVICES	3,089,665	2,969,979	3,622,297
▶ INTEREST INCOME	47,348	14,040	105,210
▶ OTHER REVENUE	11,494	4,757	917
▼ Expenses	2,247,823	8,807,295	2,271,050
▶ TRANSFERS TO	217,042	6,546,111	0
▶ CONTRACTUAL SERVICES	1,034,242	1,247,393	1,646,808
▶ PERSONNEL	430,387	457,994	547,164
▶ MATERIALS & SUPPLIES	173,791	417,672	82,251
▶ CAPITAL OUTLAY	342,822	93,631	7,484
▶ DEBT SERVICE	49,538	44,494	-12,657
Revenues Less Expenses	\$ 900,684	\$ -5,818,519	\$ 1,457,374

Data filtered by Types, WATER & SEWER FUND, Placeholder and exported on March 27, 2023. Created with OpenGov

Water & Sewer Fund Expenses by Department As of 01.31.2023



Visualization



Sort Large to Small

- GENERAL GOVERNMENT
- PUBLIC WORKS
- DEBT SERVICE

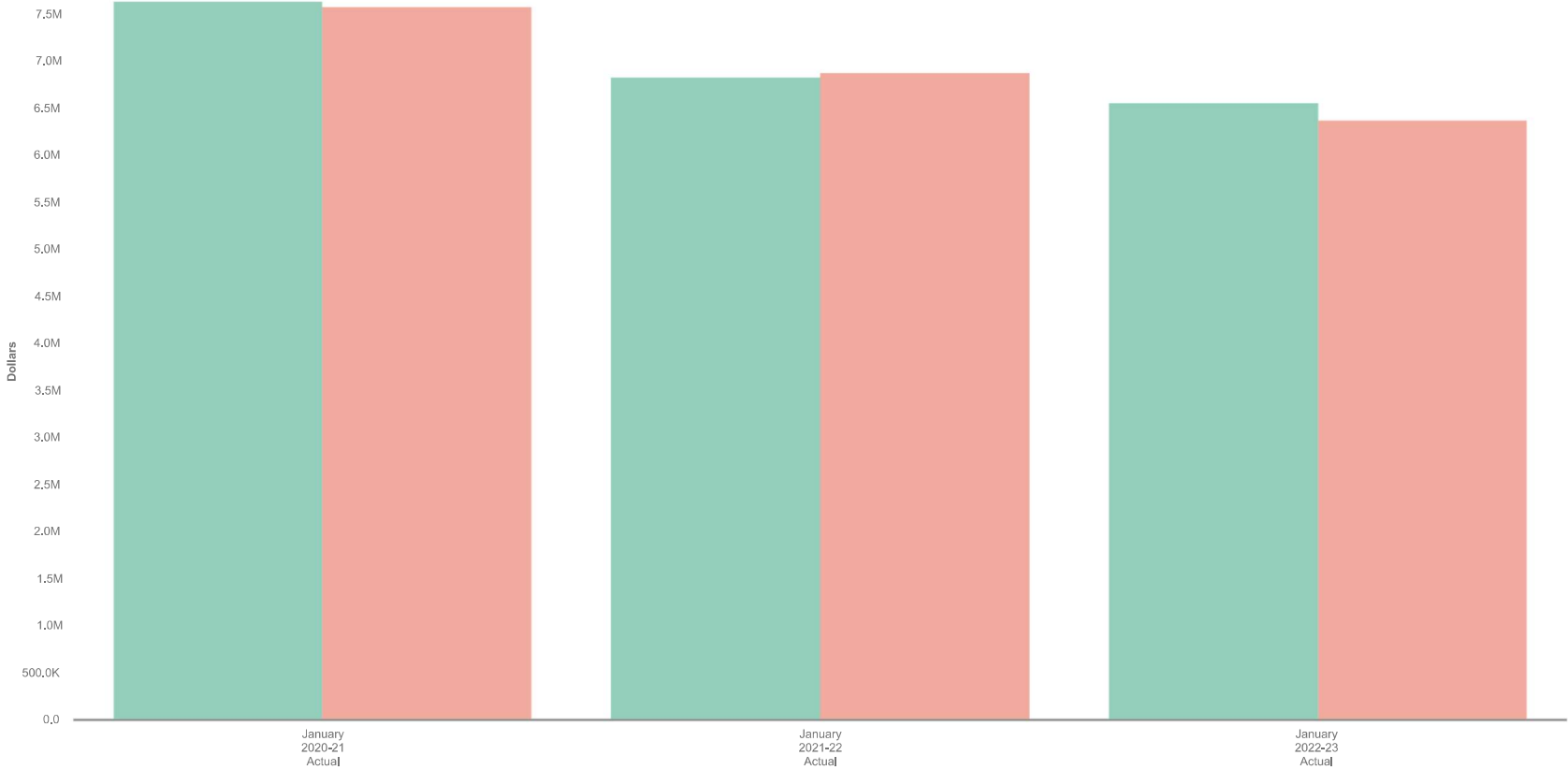
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ GENERAL GOVERNMENT	\$ 602,833	\$ 7,110,538	\$ 489,858
NON-DEPARTMENTAL	602,833	7,110,538	489,858
▼ PUBLIC WORKS	1,593,168	1,649,756	1,790,885
WATER	598,734	632,725	444,150
WASTEWATER COLLECTION	324,874	219,291	719,873
METER TECHNICIAN	181,762	406,279	113,296
SANITATION	188,176	189,367	293,526
UTILITY BILLING	299,622	128,036	130,905
ENVIRONMENTAL	0	74,059	89,136
▼ DEBT SERVICE	51,821	47,000	-9,693
W/S DEBT SERVICE	51,821	47,000	-9,693
Total	\$ 2,247,823	\$ 8,807,295	\$ 2,271,050

Data filtered by DEPARTMENTS, WATER & SEWER FUND, Placeholder, Expenses and exported on March 27, 2023. Created with OpenGov

Splash Dayz Fund Balance Sheet As of 01.31.2023



Visualization



Sort Large to Small

- Assets
- Liabilities & Equities

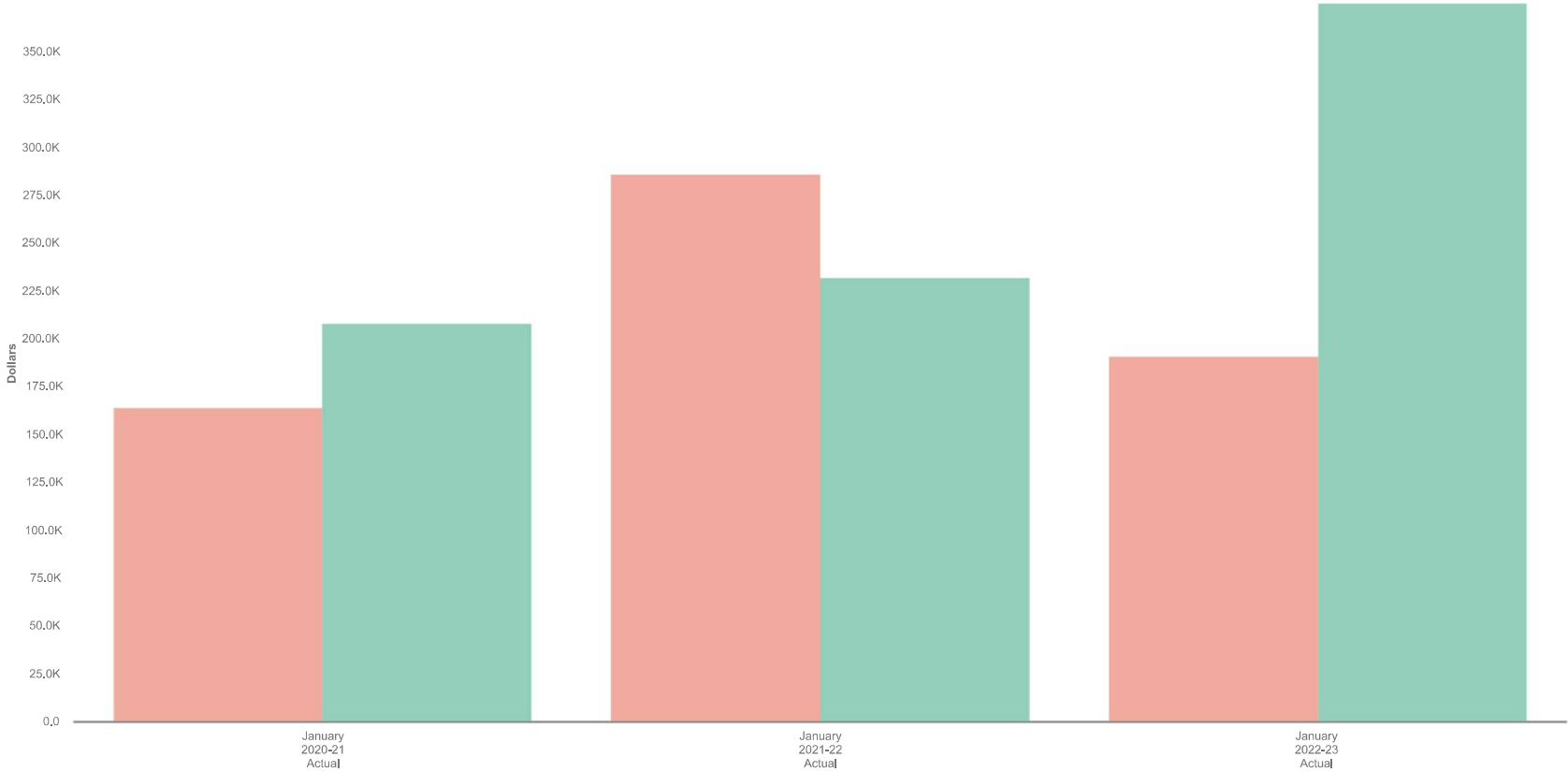
Fiscal Year Through undefined (cumulative amounts)

Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Assets	\$ 7,623,255	\$ 6,825,787	\$ 6,553,655
▶ CAPITAL ASSETS	7,443,365	6,745,455	6,153,999
▶ CASH	175,663	72,468	414,944
▶ INVENTORY	4,599	1,239	7,097
▶ ACCOUNTS RECEIVABLE	-371	6,626	-22,384
▼ Liabilities	172,075	188,213	173,451
▶ OTHER LIABILITIES	158,811	172,081	153,947
▶ PAYROLL PAYABLES	10,031	10,466	4,997
▶ ACCOUNTS PAYABLES	3,233	5,666	14,507
▼ Equities	7,406,926	6,691,667	6,196,640
▶ NET INVESTMENT IN ASSETS	540,818	7,443,364	6,745,456
▶ FUND BALANCE	6,866,108	-751,697	-555,913
▶ FUND BALANCE - NONSPENDABLE	0	0	7,097
Revenues Less Expenses	\$ 44,254	\$ -54,094	\$ 183,565

Splash Dayz Fund Revenue & Expense Report As of 01.31.2023



Visualization



Sort Large to Small

- Revenues
- Expenses

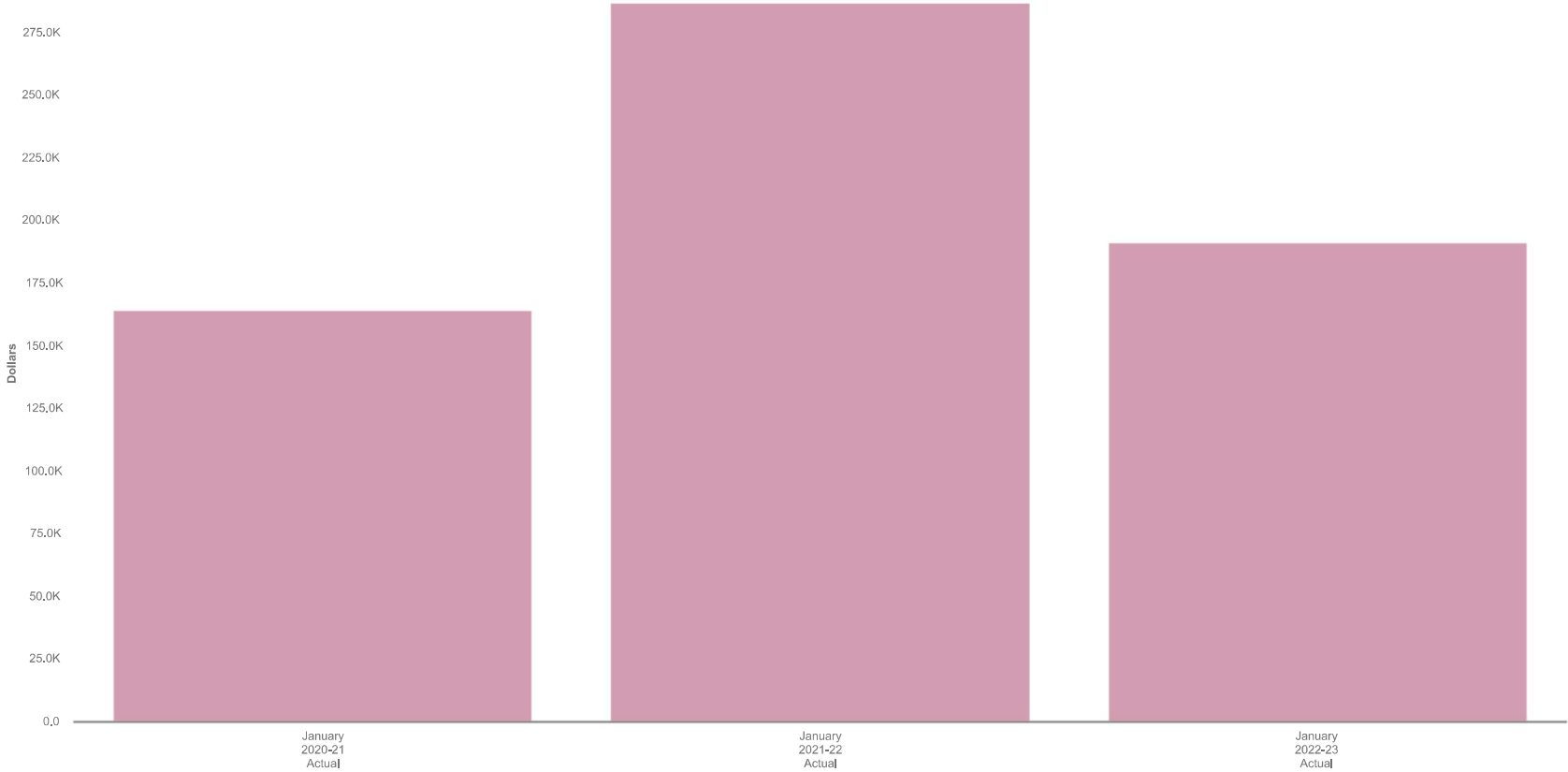
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Revenues	\$ 208,298	\$ 232,067	\$ 374,742
▶ TRANSFERS IN	200,000	200,000	325,000
▶ WATER PARK ADMISSIONS	8,032	18,426	22,178
▶ CONVENTION CENTER	0	12,350	26,768
▶ OTHER REVENUE	66	1,060	796
▶ CONCESSIONS	200	230	0
▼ Expenses	164,044	286,160	191,177
▶ CONTRACTUAL SERVICES	84,310	206,210	93,735
▶ PERSONNEL	76,235	70,444	74,882
▶ MATERIALS & SUPPLIES	3,500	9,506	16,917
▶ CAPITAL OUTLAY	0	0	5,644
Revenues Less Expenses	\$ 44,254	\$ -54,094	\$ 183,565

Data filtered by Types, SPLASH DAYZ FUND , Placeholder and exported on March 27 , 2023. Created with OpenGov

Splash Dayz Fund Expenses by Department As of 01.31.2023



Visualization



Sort **Large to Small**

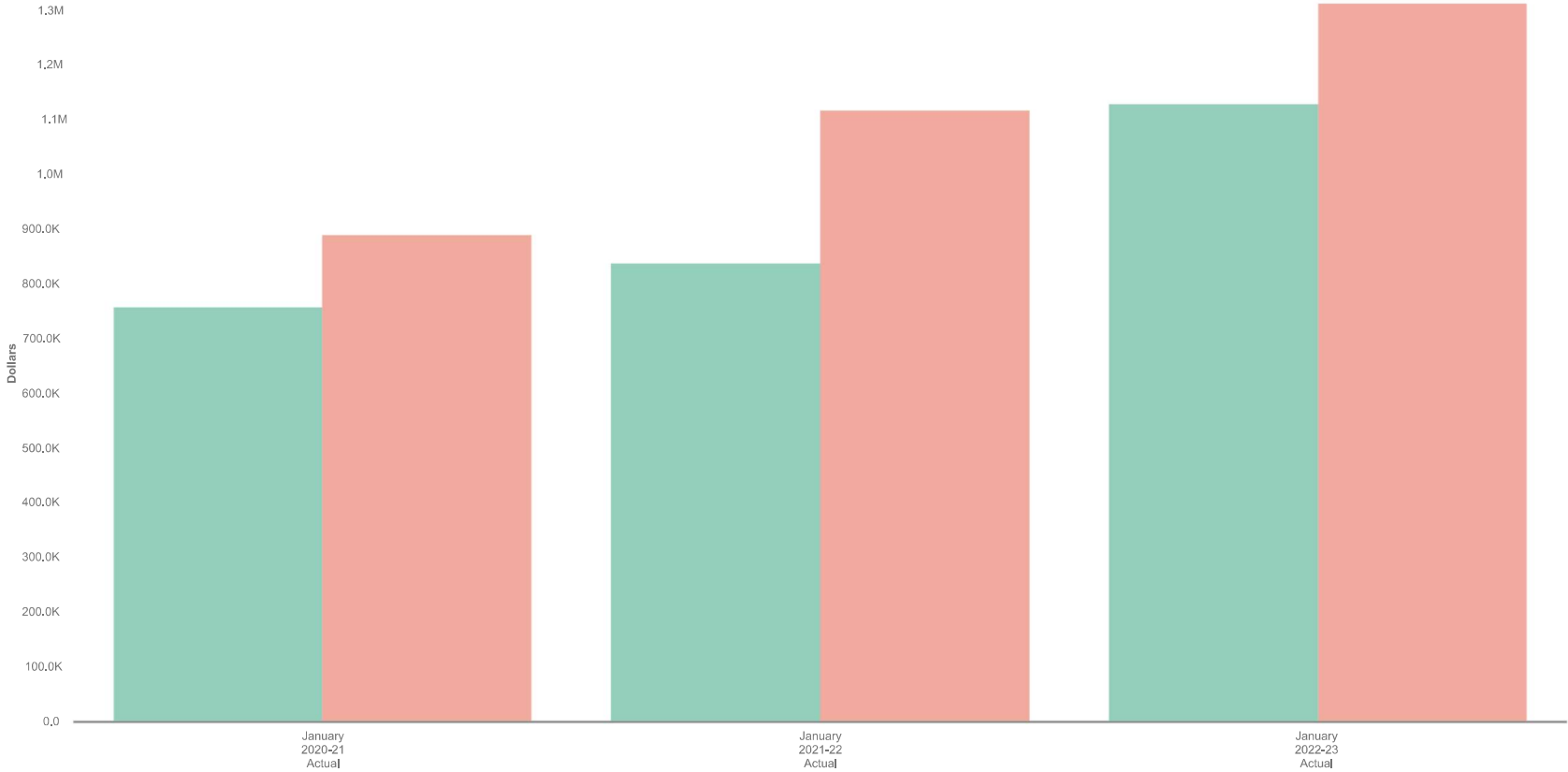
CULTURE & RECREATION

Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ CULTURE & RECREATION	\$ 164,044	\$ 286,160	\$ 191,177
FACILITY MAINTENANCE	47,915	164,367	79,259
ADMINISTRATION	79,437	90,960	78,800
CONVENTION CENTER	30,378	26,621	28,974
FOOD & BEVERAGE	2,420	1,295	3,807
LIFEGUARDS	3,778	2,725	297
FRONT GATE	88	85	30
EMT	0	80	0
CASH CONTROL	29	26	10
Total	\$ 164,044	\$ 286,160	\$ 191,177

Data filtered by DEPARTMENTS, SPLASH DAYZ FUND, Placeholder, Expenses and exported on March 27, 2023. Created with OpenGov

CCPD Fund Balance Sheet As of 01.31.2023

Visualization



Sort **Large to Small**

Liabilities & Equities

Assets

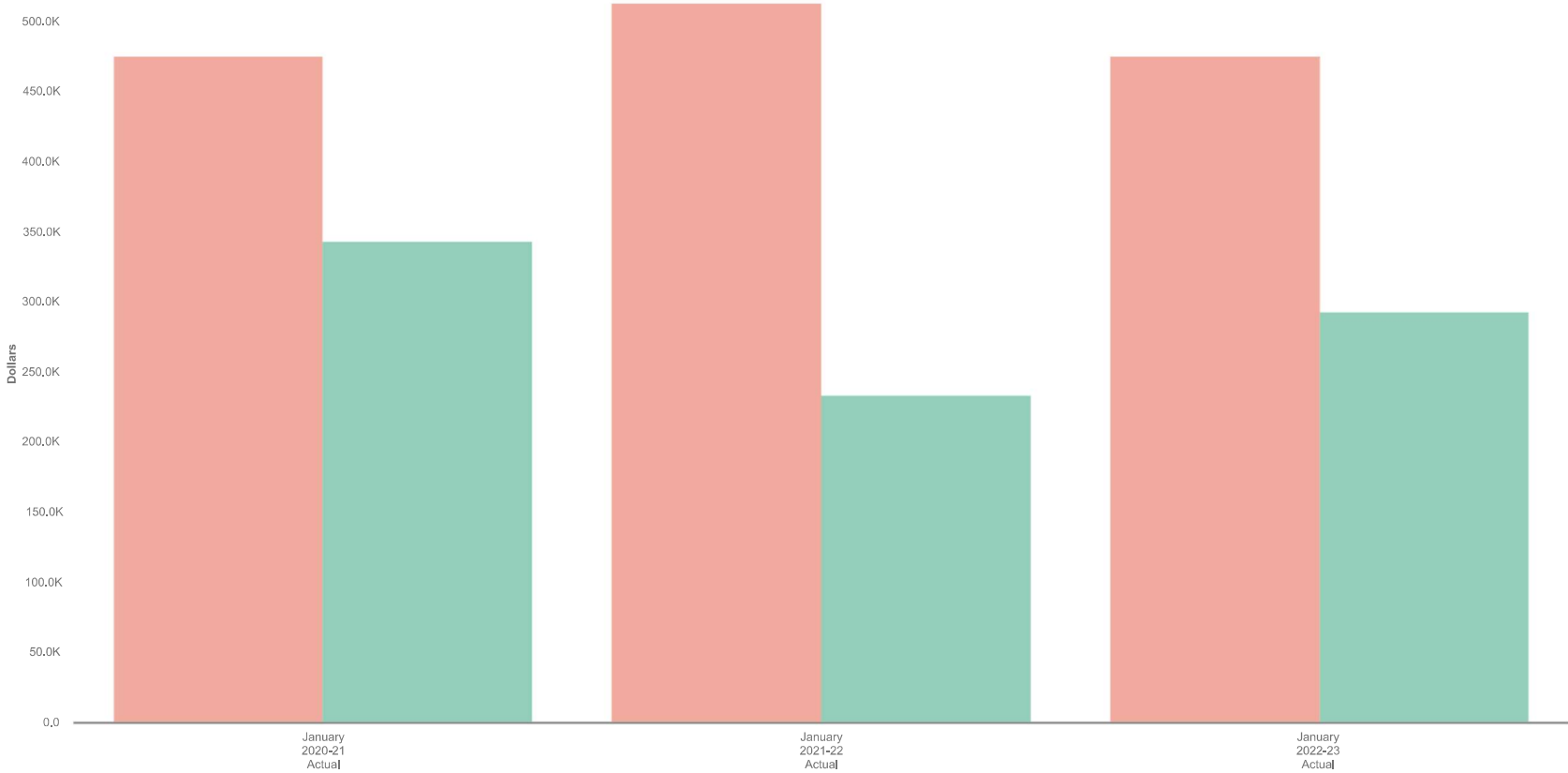
Fiscal Year Through undefined (cumulative amounts)

Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Assets	\$ 758,198	\$ 838,707	\$ 1,128,914
▶ CASH	758,198	838,707	1,128,914
▼ Liabilities	0	5,952	18,855
▶ ACCOUNTS PAYABLES	0	5,952	18,855
▼ Equities	890,070	1,111,560	1,292,205
▶ FUND BALANCE	890,070	1,111,560	1,292,205
Revenues Less Expenses	\$ -131,872	\$ -278,804	\$ -182,146

Data filtered by Types, CCPD FUND, Placeholder and exported on March 2, 2023. Created with OpenGov

CCPD Fund Revenue & Expenditure Report As of 01.31.2023

Visualization



Sort **Large to Small**

Expenses

Revenues

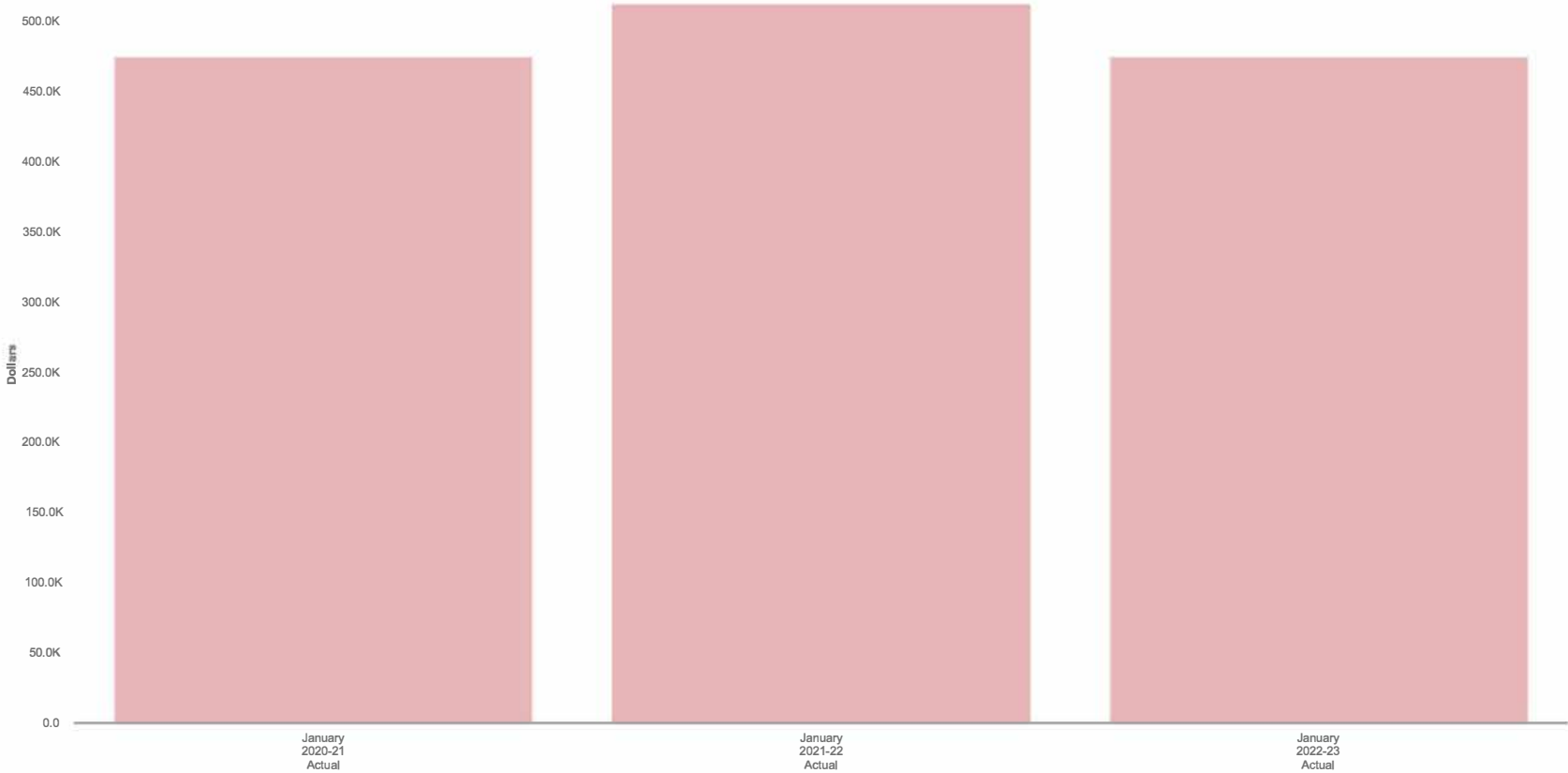
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Revenues	\$ 343,155	\$ 233,315	\$ 292,714
▶ SALES AND USE TAXES	181,458	232,228	265,395
▶ OTHER REVENUE	159,520	0	18,625
▶ INTEREST INCOME	2,176	1,087	8,693
▼ Expenses	475,027	512,126	474,860
▶ TRANSFERS TO	255,124	250,425	269,096
▶ CONTRACTUAL SERVICES	214,107	243,517	194,320
▶ MATERIALS & SUPPLIES	5,797	18,184	11,445
Revenues Less Expenses	\$ -131,872	\$ -278,811	\$ -182,146

Data filtered by Types, CCPD FUND, Placeholder and exported on March 2, 2023, Created with OpenGov

CCPD Fund Expenditures by Department As of 01.31.2023



Visualization



Sort **Large to Small**

PUBLIC SAFETY

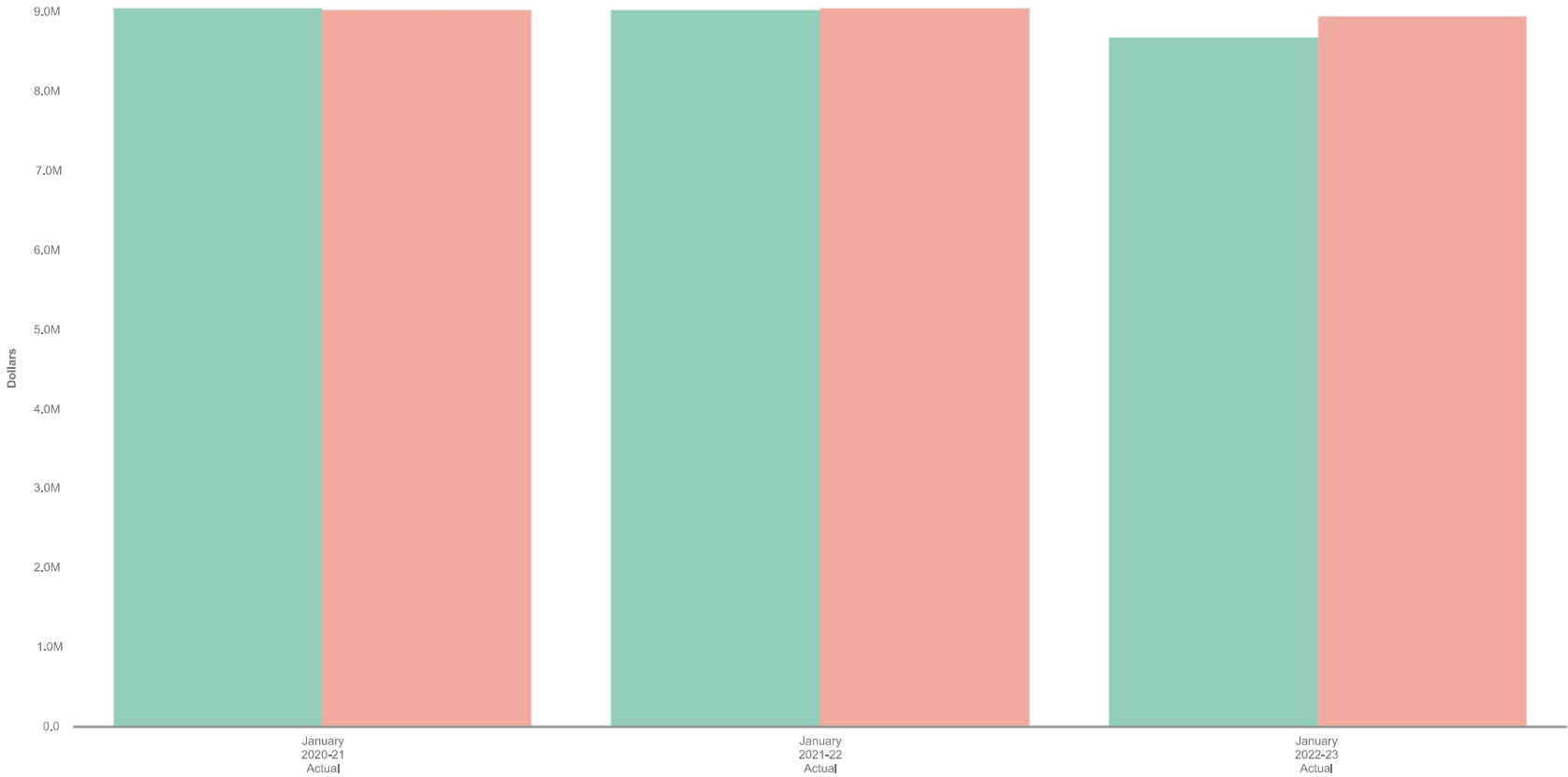
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ PUBLIC SAFETY	\$ 475,027	\$ 512,126	\$ 474,860
CRIME DISTRICT	475,027	512,126	474,860
Total	\$ 475,027	\$ 512,126	\$ 474,860

Data filtered by DEPARTMENTS, CCPD FUND, Placeholder, Expenses and exported on March 2, 2023. Created with OpenGov

Storm Water Fund Balance Sheet As of 01.31.2023



Visualization



Sort **Large to Small**

Liabilities & Equities

Assets

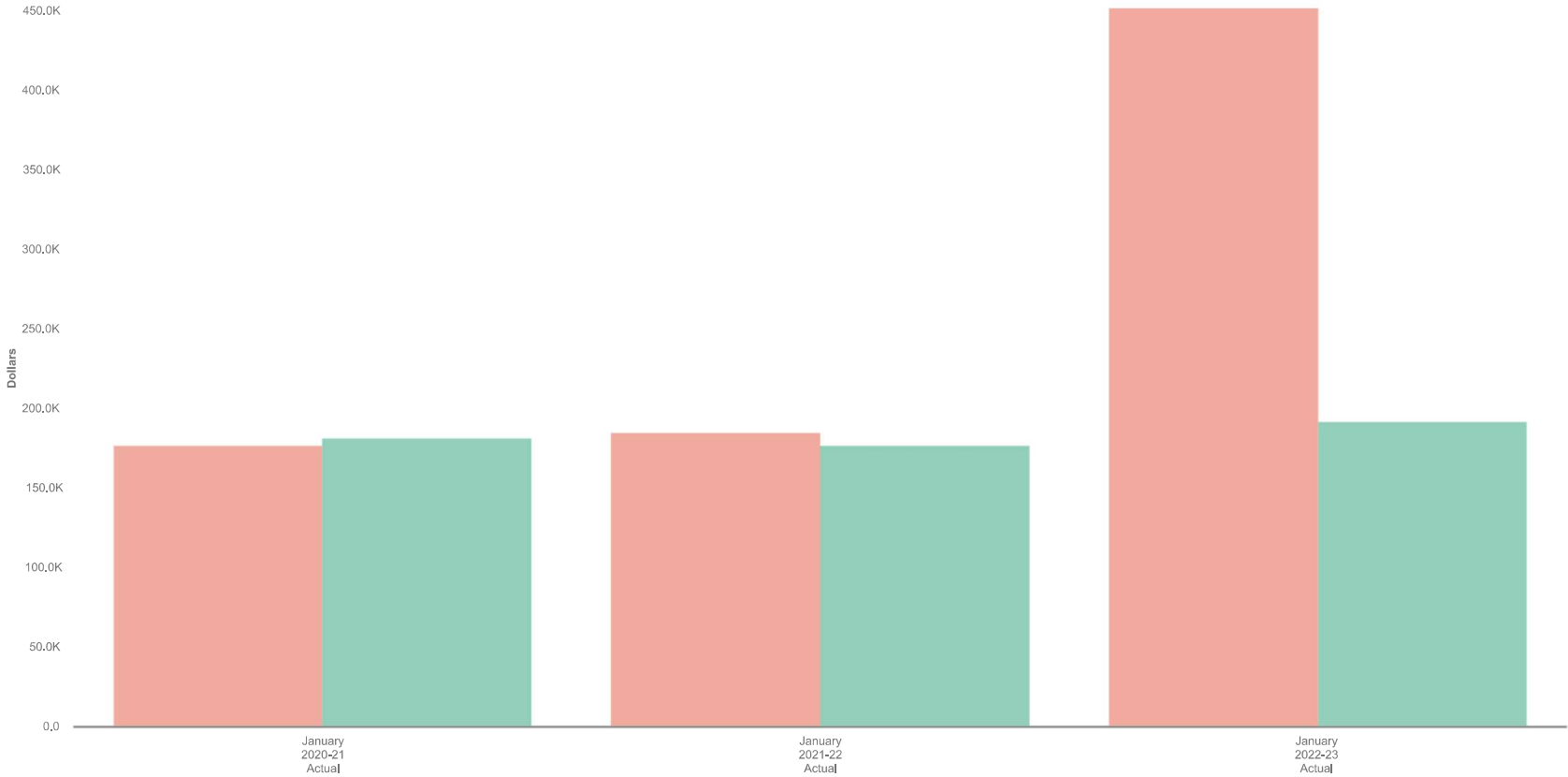
Fiscal Year Through undefined (cumulative amounts)

Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Assets	\$ 9,035,092	\$ 9,029,139	\$ 8,681,835
▶ CAPITAL ASSETS	6,092,510	6,600,080	6,662,951
▶ CASH	2,908,541	2,385,216	1,993,302
▶ ACCOUNTS RECEIVABLE	34,041	43,843	25,582
▶ PREPAID EXPENSES	0	0	0
▼ Liabilities	223,974	230,654	142,805
▶ OTHER LIABILITIES	190,040	194,293	117,601
▶ PAYROLL PAYABALES	30,853	32,451	16,435
▶ ACCOUNTS PAYABLES	3,081	3,910	8,769
▼ Equities	8,806,298	8,806,253	8,798,151
▶ NET INVESTMENT IN ASSETS	2,112,755	6,092,511	6,600,081
▶ FUND BALANCE	6,693,543	2,713,742	2,198,070
Revenues Less Expenses	\$ 4,820	\$ -7,769	\$ -259,121

Storm Water Fund Revenue & Expense Report As of 01.31.2023



Visualization



Sort **Large to Small**

Expenses

Revenues

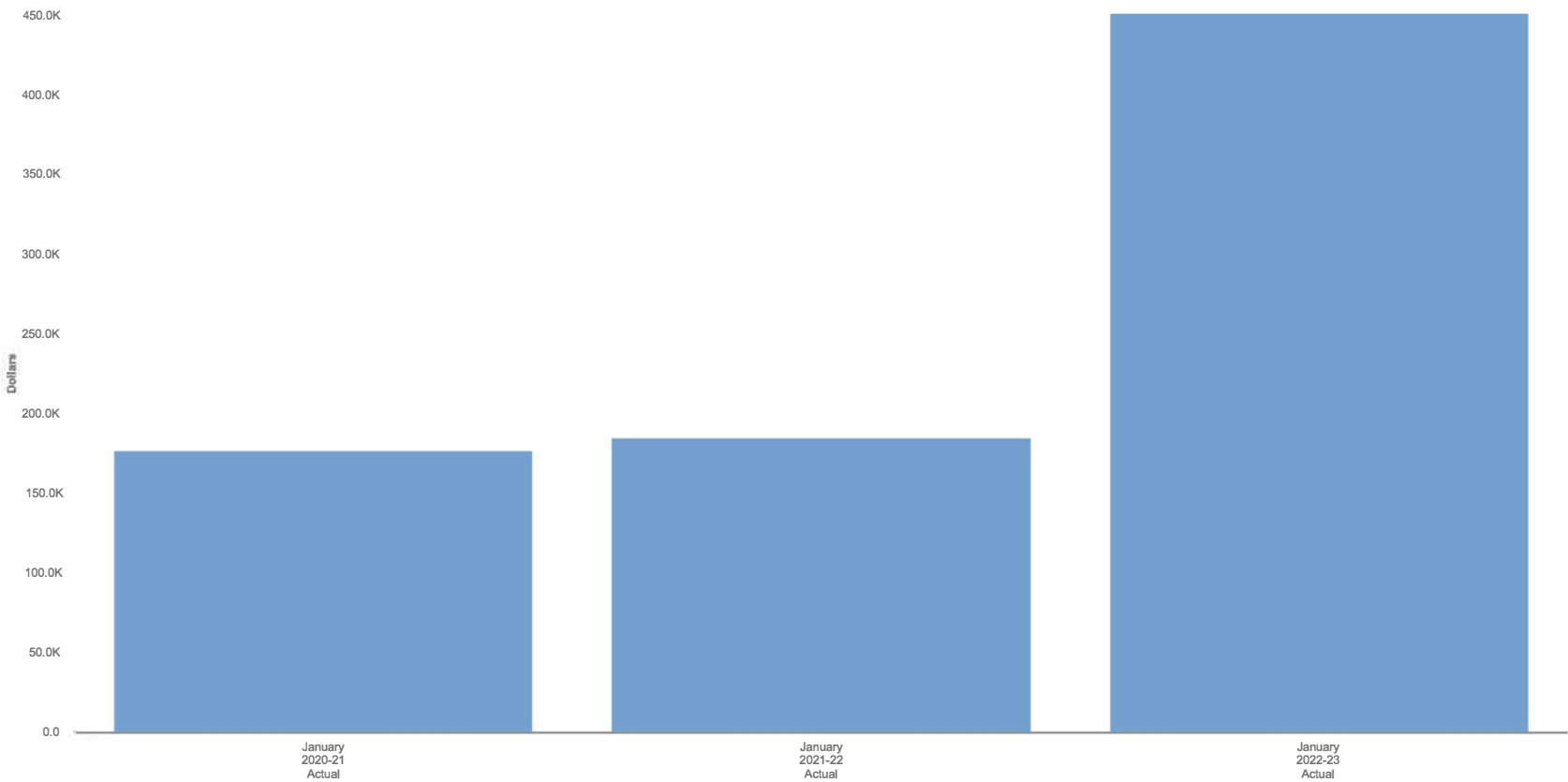
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ Revenues	\$ 181,766	\$ 176,930	\$ 191,796
▶ CHARGES FOR SERVICES	172,956	173,932	175,073
▶ INTEREST INCOME	8,810	2,998	16,723
▼ Expenses	176,946	184,699	450,917
▶ CAPITAL OUTLAY	31,270	0	298,483
▶ PERSONNEL	82,307	90,034	57,162
▶ CONTRACTUAL SERVICES	32,659	52,012	72,040
▶ TRANSFERS TO	28,599	37,927	18,141
▶ MATERIALS & SUPPLIES	2,111	4,725	5,090
Revenues Less Expenses	\$ 4,820	\$ -7,769	\$ -259,121

Data filtered by Types, STORMWATER FUND, Placeholder and exported on March 27, 2023. Created with OpenGov

Storm Water Fund Expenses by Department As of 01.31.2023



Visualization



Sort **Large to Small**

PUBLIC WORKS

Fiscal Year Through undefined (cumulative amounts)			
Collapse All	January 2020-21 Actual	January 2021-22 Actual	January 2022-23 Actual
▼ PUBLIC WORKS	\$ 176,946	\$ 184,699	\$ 450,917
STORMWATER UTILITY	176,946	184,699	450,917
Total	\$ 176,946	\$ 184,699	\$ 450,917

Data filtered by DEPARTMENTS, STORMWATER FUND, Placeholder, Expenses and exported on March 27, 2023. Created with OpenGov

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

ALEDO ISD	CITY OF SANSOM PARK
ARLINGTON ISD	CITY OF WATAUGA
BURLESON ISD	CITY OF WESTWORTH VILLAGE
CARROLL ISD	CITY OF WHITE SETTLEMENT
CASTLEBERRY ISD	CROWLEY ISD
CITY OF ARLINGTON	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF AZLE	FOREST HILL PUBLIC LIBRARY DISTRICT
CITY OF BLUE MOUND	FORT WORTH ISD
CITY OF BURLESON	GODLEY ISD
CITY OF COLLEYVILLE	GRAPEVINE-COLLEYVILLE ISD
CITY OF FOREST HILL	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF HALTOM CITY	LEWISVILLE ISD
CITY OF HASLET	MANSFIELD ISD
CITY OF KELLER	NORTHWEST ISD
CITY OF KENNEDALE	TARRANT COUNTY COLLEGE DISTRICT
CITY OF MANSFIELD	TARRANT REGIONAL WATER DISTRICT
CITY OF NORTH RICHLAND HILLS	TOWN OF FLOWER MOUND
CITY OF RICHLAND HILLS	TOWN OF LAKESIDE
CITY OF RIVER OAKS	TOWN OF TROPHY CLUB
CITY OF SAGINAW	WHITE SETTLEMENT ISD

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or individually as a "Party".

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 6, 2023 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on May 6, 2023. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 10, 2023.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "Participating Authority(ies)", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses

connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a joint election with each other ("Joint Election") in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Each Participating Authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/Participating Authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

Each Participating Authority agrees to adopt the Verity Voting System v. 2.5, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each Participating Authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this Agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for

use of an alternate location with the approval of the affected Participating Authorities. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment A.

If polling places for the May 6, 2023 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 6, 2023 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 6, 2023 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each Participating Authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election, as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any Participating Authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail, including maintaining and making available the early voting roster information in conformance with Section 87.121 of the Texas Election Code. Upon request of a participating authority, the Early Voting Clerk will promptly make all information contained within the early voting roster available for inspection by the participating authority, including the information maintained under Section 87.121(f). The Participating Authorities understand that, as specified in section 87.121, information on the roster for a person to whom an early voting mail ballot has been sent is not available for public inspection, except to the voter seeking to verify that the information pertaining to the voter is accurate, until the first business day after election day.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each Participating Authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Agreement.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Heider Garcia, Elections Administrator
Tabulation Supervisor:	Troy Havard, Assistant Elections Administrator
Presiding Judge:	David Lambertsen

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the Participating Authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these unofficial canvass reports to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each Participating Authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each Participating Authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days after the original election, not counting election day.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2023 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 10, 2023.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one Participating Authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate Participating Authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each Participating Authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each Participating Authority's voters.

Participating Authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

Each Participating Authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and in section XII of this Agreement. This cost estimate shall serve as the cost schedule agreed upon by the contracting Parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to each Party: (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within thirty (30) days after the election or within ten (10) days after the runoff election.

The Elections Administrator's invoice shall be due and payable by each Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Elections Administrator in writing within such thirty-day period, or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority's obligation under the terms of this Agreement shall be calculated after the May 6, 2023 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

The total estimated obligation and required deposit for each Participating Authority under the terms of this Agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ALEDO ISD	1	0.25	\$ 6,218.04	\$ 4,670.00
ARLINGTON ISD	31	9.71	\$ 89,432.39	\$ 67,080.00
BURLESON ISD	2	0.42	\$ 7,135.25	\$ 5,360.00
CARROLL ISD	2	0.75	\$ 10,936.34	\$ 8,210.00
CASTLEBERRY ISD	3	0.57	\$ 6,175.38	\$ 4,640.00
CITY OF ARLINGTON	33	10.04	\$ 88,814.23	\$ 66,620.00
CITY OF AZLE	1	0.33	\$ 6,728.90	\$ 5,050.00
CITY OF BLUE MOUND	1	0.20	\$ 8,437.26	\$ 6,330.00
CITY OF BURLESON	2	0.42	\$ 7,135.25	\$ 5,360.00
CITY OF COLLEYVILLE	1	0.33	\$ 9,087.43	\$ 6,820.00
CITY OF FOREST HILL	1	0.25	\$ 8,681.07	\$ 6,520.00
CITY OF FORT WORTH	115	27.23	\$ 210,808.75	\$ 158,110.00
CITY OF GRAND PRAIRIE	5	1.31	\$ 13,452.01	\$ 10,090.00
CITY OF HALTOM CITY	4	0.95	\$ 26,634.52	\$ 19,980.00
CITY OF HASLET	1	0.20	\$ 6,078.72	\$ 4,560.00
CITY OF KELLER	2	0.58	\$ 10,228.13	\$ 7,680.00
CITY OF KENNEDALE	2	0.34	\$ 8,915.91	\$ 6,690.00
CITY OF MANSFIELD	6	1.70	\$ 17,650.43	\$ 13,240.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$ 36,110.03	\$ 27,090.00
CITY OF RICHLAND HILLS	1	0.50	\$ 10,271.39	\$ 7,710.00
CITY OF RIVER OAKS	2	0.40	\$ 5,467.17	\$ 4,110.00
CITY OF SAGINAW	3	0.73	\$ 10,877.71	\$ 8,160.00
CITY OF SANSOM PARK	1	0.17	\$ 5,811.68	\$ 4,360.00
CITY OF WATAUGA	2	0.42	\$ 5,143.93	\$ 3,860.00
CITY OF WESTWORTH VILLAGE	1	0.14	\$ 4,419.28	\$ 3,320.00
CITY OF WHITE SETTLEMENT	2	0.34	\$ 6,563.35	\$ 4,930.00
CROWLEY ISD	13	2.90	\$ 51,752.12	\$ 38,820.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.83	\$ 23,035.08	\$ 17,280.00
FOREST HILL PUBLIC LIBRARY DISTRICT	1	0.25	\$ 8,681.07	\$ 6,520.00
FORT WORTH ISD	85	20.35	\$ 104,280.64	\$ 78,220.00
GODLEY ISD	0	0.00	\$ 400.00	\$ 300.00
GRAPEVINE-COLLEYVILLE ISD	3	0.73	\$ 15,690.32	\$ 11,770.00
HURST-EULESS-BEDFORD ISD	6	2.09	\$ 52,681.12	\$ 39,520.00
KELLER ISD	10	2.48	\$ 26,727.07	\$ 20,050.00
KENNEDALE ISD	2	0.34	\$ 8,915.91	\$ 6,690.00
LEWISVILLE ISD	1	0.25	\$ 6,322.54	\$ 4,750.00
MANSFIELD ISD	11	3.20	\$ 29,159.43	\$ 21,870.00
NORTHWEST ISD	8	1.88	\$ 13,243.89	\$ 9,940.00

TARRANT COUNTY COLLEGE DISTRICT	169	45.35	\$ 251,987.78	\$ 189,000.00
TARRANT REGIONAL WATER DISTRICT	110	25.81	\$ 207,199.68	\$ 155,400.00
TOWN OF FLOWER MOUND	1	0.25	\$ 6,322.54	\$ 4,750.00
TOWN OF LAKESIDE	1	0.33	\$ 6,728.90	\$ 5,050.00
TOWN OF TROPHY CLUB	1	0.25	\$ 8,498.20	\$ 6,380.00
WHITE SETTLEMENT ISD	6	1.33	\$ 11,107.57	\$ 8,340.00
TOTALS	664	169	\$1,459,948.43	\$1,095,200.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining Participating Authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining Participating Authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the Contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or public information request which may be filed with the Participating Authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.
2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, 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 purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

By the signatures on the attached pages, the Contracting Officer and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

CITY OF WHITE SETTLEMENT

Amber Munoz
Mayor Pro Tem

Date: April 4, 2023

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Amber Munoz, Mayor Pro Tem, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the 4th day of April, 2023.

(Seal)

Signature of Notary



To: City Council

From: Richard Tharp, Community Services Director

Date: April 4, 2023

Staff brings this item to the Council to discuss and consider amending the Chapter 38 "Solid Waste" ordinance to codify and align with the solid waste service contract agreement approved by Council on 12/6/22. This ordinance defines, outlines and provides for trash collection services for residential, non-residential and multi-family dwellings in the city limits for service to begin May 1st, 2023.

Staff recommends approval of the amended ordinance as presented

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING CHAPTER 38 “SOLID WASTE” OF CODE OF ORDINANCES, CITY OF WHITE SETTLEMENT, TEXAS IN ITS ENTIRETY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of White Settlement is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of White Settlement now deems it appropriate to amend Chapter 38, in its entirety to address customer responsibilities, prohibitions, and penalties for violations.

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

SECTION 1.

Chapter 38 “Solid Waste” is hereby amended in its entirety to read as follows:

“Section 38-1 Purpose.

- (a) The accumulation of garbage, trash, rubbish, brush, and other refuse on the premises of private residences, businesses, public and private institutions, vacant lots, and in the streets, alleys, and on other property (“premises”) within the city, constitutes a health hazard, fire hazard, safety hazard, public menace or nuisance and greatly increases the danger of the spread of infections, contagious and epidemic diseases. The regulations of this article are adopted for the purpose of preserving and protecting the public health, safety, and general welfare by requiring property owners, tenants, occupants, and leases to secure and maintain containers and receptacles of sufficient size and material for the deposit of garbage, trash, rubbish, and recyclable materials for collection and removal at regular intervals and to maintain their premises free of accumulations thereof.
- (b) The city provides solid waste and recycling services to residential customers, including residents inhabiting multifamily dwellings, and solid waste services to nonresidential customers through a franchise ordinance with a designated provider (“franchisee”). The city franchise ordinance grants exclusive rights to the franchisee to provide collection, hauling, and disposal of solid waste for residential and nonresidential customers and collection and hauling of residential recyclable materials. This article establishes the responsibilities of residential and

nonresidential customers regarding the collection, transportation, and disposal of solid waste and recyclable materials.

- (c) It shall be unlawful for any other person or entity other than the designated franchisee to provide municipal solid waste collection or disposal services to any person or entity for compensation within the city or to use the public streets for solid waste or recycling collection purposes.

Section 38-2 Definitions.

Terms used in this article shall have the following meanings.

Administrator means a city employee designated by the city manager to address issues and concerns regarding the provided service.

Automated Collection Service means the Collection of Garbage in a Garbage Cart and/or the Collection of Program Recyclables in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

Biomedical Waste means any solid or liquid waste that may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes that contain human disease-causing agents; discarded sharps; and used absorbent materials saturated with blood or body fluids.

Brush means any vegetative matter resulting from normal yard and landscaping maintenance, including but not limited to tree trimmings, branches, palm fronds, and root balls. No single item can exceed three (3) feet in length, six (6) inches in diameter, or weigh more than 35 pounds. Brush must be generated by the customer at the Residential Customer Dwelling Unit at which the Brush is placed for Collection. Brush may be Set Out in neat stacks or Bundles. Brush includes Christmas trees but does not include Contractor-Generated Waste or Exempt Waste.

Brush and Bulky Items Collection Service means the collection of Brush and Bulky Items from Residential Customers at a frequency and amount designated in this Agreement.

Bulky Items means a large, discarded item that (a) is discarded by a Customer as a result of the Customer's normal housekeeping activities on their own Premises and (b) cannot be placed in a Garbage Bag or a Garbage Cart because of its size, shape, or weight. Bulky Items include furniture, appliances, fence panels, building materials resulting from "do-it-yourself" repairs and/or

projects, and other items too large for a Garbage Bag or Garbage Cart, to include stoves, water tanks, washing machines, furniture, and other waste materials other than construction debris.

Bundles means items not measuring in excess of thirty-five (35) pounds, three (3) feet in length, and six (6) inches in diameter and which are securely fastened together, including, but not limited to, brush, limbs, and other tree trimmings and are items only picked up during the scheduled bulk week.

Cart means a franchisee provided Garbage Cart and/or Recycling Cart.

Certificate of Occupancy means a document issued by the City, certifying that a newly constructed or renovated building complies with the City's specifications and is suitable for use.

City means, depending on the context, either (a) the incorporated area contained within the boundaries of the City of White Settlement, Texas, or (b) the government of the City of White Settlement, Texas, acting through the City's designees.

Collection means the process of picking up the Garbage, Program Recyclables, and Brush and Bulky Items that are Set Out by a Customer and then transporting and delivering the materials to a Designated Facility.

Collection Containers means franchisee provided Garbage Carts, Recycling Carts, Dumpsters, and/or Roll Off Containers.

Collection Services means one or more of the services provided by the franchisee for the Collection of Garbage, Program Recyclables, and Brush and Bulky Items pursuant to this Agreement. Collection Service includes Residential Collection Service and Commercial Collection Service.

Commercial Collection Service means the Collection of Garbage from a Commercial Customer.

Commercial Customer means a Person that owns or occupies Improved Property that does not or should not receive Collection Services at the Curbside from the franchisee pursuant to this Agreement, which includes hotels, motels, rooming houses, timeshares, business establishments, churches, schools, office buildings, Multifamily Dwelling Units utilizing centralized dumpster service, Industrial Units, and any other establishments whatsoever except for other residential uses.

Construction and Demolition Debris means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum

wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

Curbside means a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the franchisee Collection vehicles. If there is no public access to the Customer's property, Curbside means a location that is adjacent to a roadway where the franchisee may lawfully gain access and provide Collection Service to the Customer. In all cases, the Curbside location must be within three (3) feet of the curb or the edge of the road.

Customer means a Person that uses one or more of the franchisee Collection Services under this Agreement in the Service Area. A Customer is a Commercial Customer and/or a Residential Customer.

Disaster Debris means debris that is produced or generated by a natural or human event that is declared a disaster by the city, state, or federal government.

Dumpster means a steel container with a lid having a capacity of not less than two (2) cubic yards, or more than eight (8) cubic yards, designed to facilitate Collection Services either by hydraulic lift or cable winch pull-off mechanism.

Dwelling Unit means any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.

Excess Brush and Bulky Items means Brush and/or Bulky Items in excess of the allowable cubic yard amount per Residential Customer stipulated in this Agreement.

Franchisee means waste contractor contracted by the city.

Garbage means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials. For the purpose of construing this Agreement the term Garbage shall include Garbage and Rubbish.

Garbage Bag means a Plastic Bag used by Residential Customers to Set Out Garbage in a Garbage Cart. If being set out for bulk service, any bags used for leaves, clippings, or yard waste must be clear so they are easily identifiable as yard waste.

Garbage Cart means a Garbage container provided by franchisee, that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately ninety-six (96) gallons or less, and used for the automated or semi-automated Collection of Garbage.

Hazardous Material means all waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order, or other Applicable Law.

Holiday means a day when the franchisee does not need to provide Collection Service to Residential Customers. For the purpose of this Agreement, Holidays include Thanksgiving Day, Christmas Day and New Year's Day, unless the Administrator and the District Manager mutually agree to designate additional days as Holidays.

Improved Property means any cleared, graded, or drained property in the City upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional, or industrial use.

Industrial Unit means any manufacturing, mining, or agricultural facility that generates and accumulates Garbage during, or as a result of, its operations.

Land Clearing Debris means the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

Multifamily Dwelling means a building with multiple Dwelling Units that are located under one roof. Multifamily Dwellings include apartments, condominiums, and mixed-use buildings that contain multiple Dwelling Units. For the purpose of construing this Agreement, Multifamily Dwellings not receiving Collection Services at the Curbside shall be considered Commercial Customers.

Non-Collection Notice means a written form, tag, or sticker that is used by the franchisee to notify a Customer of the reason(s) why the Garbage, Program Recyclables or Brush and Bulky Items Set Out by the Customer were not collected by the franchisee.

Plastic Bag means a heavy-duty plastic bag, with a capacity of approximately forty (40) gallons or less, that is designed to be used for the Collection of Brush or yard waste, the weight of which shall not exceed thirty-five (35) pounds or the rated capacity of the Plastic Bag, whichever is less weight, when filled.

Premises means Improved Property.

Program Recyclables means the Recovered Materials that are acceptable in the City's program as delineated and that are separated from the Garbage at the location where they are generated (e.g., Residential Customers) and then Set Out for Collection at that location.

Radioactive Waste means any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

Recyclable Materials means those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

Recycling means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Cart means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately sixty-five (65) gallons or less, and used for the automated or semi-automated Collection of Program Recyclables and belongs to franchisee.

Refuse means discarded materials such as garbage, rubbish, or trash.

Residential Collection Service means the Collection of Garbage, Program Recyclables, and Brush and Bulky Items, from Residential Customers.

Residential Customer means a Customer that receives Collection Service at Curbside. A Residential Customer may reside in: (a) a single-family Dwelling Unit; (b) a duplex, triplex, quadruplex, or mobile home; or (c) a Multifamily Dwelling that cannot or should not receive Collection Service with a Dumpster or Roll Off Container, as determined by the Administrator and franchisee.

Roll Off Container means a large metal container (typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Garbage, which is rolled off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

Rubbish means waste materials (other than Program Recyclables, and Brush and Bulky Items) resulting from normal housekeeping activities at a Residential Customer or Commercial Customer location. Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

Scheduled Collection Day means an Operating Day when the franchisee is scheduled to collect a Customer's Garbage, Program Recyclables, or Brush and Bulky Items.

Service Area means the incorporated area of the City.

Set Out means the preparation and placement of Garbage, Program Recyclables, and Brush and Bulky Items for Collection at the Customer's Premises in compliance with the requirements in this Agreement.

Side Door Collection means the Collection of Garbage Carts and Recycling Carts from a Residential Customer's side yard or other location that is not Curbside.

Solid Waste means Sludge unregulated under the federal Clean Water Act or Clean Air Act; Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semi- solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Solid Waste includes Biomedical Waste, Bulky Items, Construction and Demolition Debris, Disaster Debris, electronic equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Rubbish, white goods, and Brush. For the purpose of construing this Agreement, references to Solid Waste may exclude Exempt Waste.

Special Collection Services means the Collection of discarded material in quantities that are greater than the amounts authorized herein for Collection on the Customer's Scheduled Collection Day, including but not limited to Excess Brush and Bulky Items.

Yard waste means brush, tree limbs, and cuttings shall be placed adjacent to the front yard curb line no earlier than 7:00 pm 48 hours prior to the scheduled bulk trash collection day. Any bags used for leaves, clippings, or yard waste must be clear so they are easily identifiable as yard waste.

Section 38-3 Service Required.

All occupied residential, multifamily dwellings, and nonresidential structures within the city shall be charged monthly and shall receive solid waste collection and disposal services at intervals hereinafter established.

Section 38-4 Prohibitions.

- (a) Storage or accumulations of solid waste or recyclable materials that is unsightly or a health or safety hazard is prohibited. No owner, lessee, or occupant of any

residential or nonresidential unit shall permit the accumulation of any solid waste recyclable material on residential or nonresidential premises except in acceptable containers as defined herein. Proper storage of such materials between collection days is required to ensure the prevention of littering and unsanitary conditions.

- (b) It shall be unlawful for the owner, occupant, or person in control of any premises to allow solid waste or recyclable materials to be piled, placed, or accumulated on any sidewalk, street, or other right-of-way within the city limits.
- (c) It shall be unlawful for any person to sweep, throw or deposit any garbage, trash, dirt, stagnant water, or dead animals into, upon or along any drain, gutter, alley, sidewalk, street or vacant lot, or upon any public or private premises, within the corporate limits of the city.
- (d) All hazardous waste, special waste (as defined in state or federal regulations), and medical waste materials must be disposed of in accordance with local, state, and federal regulations.
- (e) It shall be unlawful for any person to deposit any burning material (burning match, charcoal, embers, etc.) into any container used for disposal of solid waste or recyclable materials.
- (f) It shall be unlawful for any person to dispose of solid waste, recyclable material, or any other waste material by fire, burial, or similar methods within the city limits.
- (g) Meddling with solid waste or recycling containers or in any way pilfering, scattering contents, or scavenging materials from such containers is prohibited by anyone other than the owner or resident of the premises where the container is located.
- (h) No person shall place any solid waste or recyclable materials into any residential or nonresidential waste container without the effective consent of the owner, tenant, lessee, or occupant of the premises upon which said container is located.
- (i) It shall be unlawful to place solid waste in, on, or near a solid waste container in a manner that does not allow the lid of the solid waste container to close with all the solid waste within the container.
- (j) No person shall knowingly place any solid waste, bulky items or any other material in, on, or next to the solid waste container of another person or entity in the city.
- (k) Residents are prohibited from setting out any solid waste that is generated from a nonresidential source to be collected as residential solid waste.

- (l) No appliances set out for bulk waste collection shall contain any hazardous materials of any kind. Appliances or items that contain or have polychlorinated biphenyls (PCB) or chlorofluorocarbon compounds (CFC) or other liquid or gaseous compounds and which are set out for bulk waste collection must have the polychlorinated biphenyls (PCB) or chlorofluorocarbon compounds (CFC), or other liquid or gaseous compounds removed by a certified technician and be tagged by the certified technician as being free from poly chlorinated biphenyls (PCB) or chlorofluorocarbon compounds (CFC), or other liquid or gaseous compounds.
- (m) No hazardous waste (as defined herein), medical waste, soil, dirt, rock, sand, or concrete shall be set out for residential collection.
- (n) It shall be unlawful for any person to place non-recyclable materials in a recyclable container.

Section 38-5 Unauthorized containers.

Any container not provided by the franchisee is prohibited.

Section 38-6 Residential Customer Responsibilities.

- (a) *Service Established.* Residential customers shall establish service when the customer's water account is established. The charges for solid waste and recycling services shall be included on the monthly utility bill of the residential customer. Residential customers are required to make full payment for solid waste and recycling at the same time as payment for water and sewer services. No partial payments for solid waste or recycling services will be allowed. Failure to pay such garbage and refuse charge when due and payable will permit the city to assess a ten percent penalty and, at the option of the city, discontinue water service to the premises involved until all such delinquent garbage and refuse fees are paid in full. If residential water or sewer service is not available or provided, the residential customer shall contact utility billing to arrange for solid waste and recycling to establish service.
- (b) *Charges for residential services.* The charge for collecting solid waste from each individual family unit shall be in an amount established and as from time to time amended by ordinance and adopted by the city council; the ordinance and amendments thereto shall be kept on file with the city secretary. Said charges will be set forth in Chapter 20 of this Code.
 - (i) As used in this section, the term "individual family unit" shall mean each side of a duplex, each living unit per subdivided lot. Each apartment in a structure contains no more than two units and any unit or living space in which a single family resides.

- (ii) Side door collection is for mobility or visually impaired customers who may receive special collection services. Collection containers shall be placed in locations designated by the franchise provider or city administrator. The resident receiving this special service must apply for such accommodations and must be mobility or visually impaired where no member of the household is physically able to place the container(s) at the curb. Such special services shall require approval by the director of finance or designee accompanied with a letter from a doctor. The monthly rate for these special collection services will be the same rate charged to those customers with no impairments.
- (c) *Residential trash/recycling collection service.* Residential trash and recycling collection will be collected by the franchisee once a week on the same day. Additional carts can be requested for an additional cost that can be found in Chapter 20 of this Code.
 - (i) Collection containers shall be placed at or near the street pavement edge, at least three feet from any mailbox, vehicle, obstacle, or other collection containers. The franchisee may make reasonable exceptions to the foregoing location requirements, as needed upon request of the customer and in cooperation with the city's franchisee, to meet unique circumstances.
 - (ii) Except for bulky waste collection, only authorized refuse and recycling collection containers provided by the franchisee will be serviced. No other containers, boxes, or bags placed at the collection site will be collected.
 - (iii) Residential refuse and recyclable collection containers shall be placed at the curb no earlier than 7:00 p.m. on the day prior to the scheduled collection day. To ensure collection, residential refuse and recycling collection carts shall be placed at the curb no later than 7:00 a.m. on the collection day. The suggested placement of the cart is within three feet of the street and on a corner of the driveway approach, with the wheels of the cart facing the primary dwelling. Carts placed behind the curb or in front of the curb on the street will still be serviced, providing a clearance space of 3 feet shall be allowed on either side of the cart and behind the cart. Trash carts placed curbside without allowing the mandatory three feet of clearance space will not be serviced. Carts are not allowed in front of the curb on any major thoroughfare due to safety and traffic concerns.
 - (iv) Storage of residential collection containers should make reasonable efforts to store waste collection containers out of public view in the resident's garage, behind screening on the property, or in an area wherein such collection container is not visible from the street. Collection containers must be placed behind the front building line of the property at a minimum.

- (v) Customers whose refuse, or recyclables were not collected because; they were not placed at the proper location, they contained unacceptable materials, or they were not placed out for collection at the required time shall not be collected until the next regularly scheduled collection service.
 - (vi) Waste or recycling collection containers must be removed from the curb and placed behind the front build line by the customer no later than 7:00 a.m. following the scheduled collection day.
 - (vii) All garbage and refuse materials shall be separately bagged or otherwise securely contained prior to placement in the appropriate collection container and shall be capable of being handled without spillage. Refuse, and garbage determined by the franchisee to not be properly contained shall not be collected.
 - (viii) Dead animals shall not be placed in containers or at collection points for residential services. Residents shall contact animal control for proper disposal of dead animals, but this does not include small rodents.
- (d) *Residential bulk waste collection.* The franchisee shall provide Residential Brush and Bulky Items Collection to all Residential Customers in the Service Area once every-other month. The collection is limited to seven (7) cubic yards per Set Out.
- (i) In the event that Brush and Bulky Items exceed the seven (7) cubic yards limit, the franchisee will treat this as a Special Collection Service, and a non-collection notice will be left. The customer will then be required to contact the franchisee to arrange collection. If proof of collection is not arranged, bulky items must be removed and placed behind screening, or be properly disposed of by the property owner or occupant.
 - (ii) Household furnishings, goods, and appliances, including but not limited to stoves, refrigerators, washing or drying machines, water heaters, sofas, chairs, tables, mattresses, and box springs, may be disposed of on bulk trash collection day.
 - (iii) Bulky items must be placed adjacent to the curb of the property's front yard. Materials must be stacked 3 feet away from utility poles, water and gas meters, fences, mailboxes, fire hydrants, trees, parked cars, power lines, and any other obstruction to prevent damage by collection equipment and to allow the safe collection of the materials.
 - (iv) Residential bulk waste shall be placed curbside for service not earlier than 48 hours prior to 7:00 a.m. of the first day of their respective bulk waste service/collection period and not later than 7:00 a.m. of the first day of their respective service/collection period.

- (v) A person commits an offense if they set bulk waste out more than 48 hours prior to 7:00 a.m. of the first day of the service/collection period and after 7:00 a.m. on the first day of the service/collection period.
- (e) *Yard waste, tree limbs and cuttings.*
 - (i) Brush bundles are not to weigh greater than 35 pounds, be more than 3 feet in length, or have limbs with a diameter over 6 inches. Bundles must be tied or bound and stacked with proper separation adjacent to the front yard curb for removal.
 - (ii) Yard waste, brush, tree limbs, and cuttings shall be placed adjacent to the front yard curb line neatly stacked or in clear plastic/lawn bags no earlier than 7:00 p.m. 48 hours prior to the scheduled bulk trash collection day.
 - (iii) Brush must be generated by the customer at the Residential Customer Dwelling Unit at which the Brush is placed for Collection.
 - (iv) Brush, limbs, leaves, and cuttings from trees and shrubs which have been trimmed or removed by a commercial tree trimmer shall be disposed of at the expense of the owner or the person controlling the premises.
- (f) *Residential collection schedules.* Collection schedules for residential solid waste and recycling services shall be determined and established by the franchisee.
 - (i) Complaints regarding missed collections shall be reported directly to the franchisee when the missed collection is discovered.
- (g) *Residential containers.* All materials shall be placed in approved containers as defined herein and shall be placed in such containers in such a way as to prevent littering or spilling of materials onto public areas or neighboring sites. Placement of solid waste or recycling containers shall be at the edge of the street or alley without interfering with or endangering the movement of vehicles.
 - (i) Recycling containers are strictly for collecting acceptable recyclable materials. All recyclable materials must be placed within the container. A person commits an offense if they place anything other than approved recycled materials in the recycling container.
 - (ii) Any collection containers owned by the franchisee shall not be marked, modified, or damaged by the customer in any way.
 - (iii) A person commits an offense if they damage any solid waste or recycling container.
 - (iv) Residents shall not remove containers from the address to which the container is assigned. A resident shall report a missing or damaged

collection cart to the franchisee as soon as the resident becomes aware of such a loss.

- (h) *Residential construction and demolition material.* Construction and demolition material that results from construction, remodeling, repairing, or destruction of residential service shall not be subject to the franchise agreement if collected and transported via pickup truck, pickup truck and trailer(s), dump truck(s), dump truck and trailer(s), semi-tractor and trailer(s), or any combination of these. Any roll-off, front load, or other containerized unit to collect, hold, or transport construction and demolition waste at the construction site shall be those owned and operated by the contractor performing work or a company registered with the city to provide the service.
 - (i) Residential construction and demolition materials are prohibited from being set out for residential collection services, except that miscellaneous small construction-related materials and fencing materials from a residential construction and demolition project may be set out as bulky waste.
 - (ii) Dumpsters or roll-off containers used to dispose of construction debris/waste must be approved for use, along with the location or placement and duration, by the city manager or his designee. No dumpster or container may be used longer than the construction permit.

Section 38-7 Non-residential Customer Responsibilities.

- (a) *General.* All nonresidential customers shall contract with the franchisee for solid waste collection services.
 - (i) It shall be unlawful for any person other than the city franchisee to collect or remove solid waste materials from a commercial container.
 - (ii) Nonresidential customers shall remit payments for solid waste and recyclables services directly to the city's franchisee.
- (b) *Nonresidential solid waste services required.* Every owner, occupant, tenant, or lessee of any business, commercial, industrial, school or institutional property, or other property not entitled to receive residential solid waste collection services shall arrange for commercial solid waste collection and disposal services from the city's franchisee.
- (c) *Collection containers and schedules.* Nonresidential customers shall contract with the city's solid waste collection franchisee and acquire an appropriately sized commercial container at a frequency that prevents the accumulation of waste outside the container and prevents littering or spilling of materials onto

public areas or neighboring sites. Collection of nonresidential solid waste shall not be made less than one time per week.

- (i) Overfilled containers will not be emptied if a safety hazard exists. The customer will be responsible for removing the excess, and collection will be rescheduled when the excess material has been removed.
- (ii) Enclosures are required for dumpsters in accordance with the city's zoning regulations. Enclosures should be kept clean of all refuse, and gates shut when unused.
- (iii) The customer is responsible for providing access to the solid waste container and keeping the area around and on top of the container clear of obstructions so that the container can be serviced as scheduled. If the container is blocked and not cleared, service will not be provided. The customer will be responsible for the cost of extra collections required.
- (iv) The customer will be responsible for odor and insect control around containers.
- (v) Commercial containers shall not be placed on any sidewalk, street, or other public rights-of-way, and shall be placed solely on private property. It shall be unlawful for the owner, occupant, or person in control of any premises to allow solid waste or recyclable materials to be piled, placed, or accumulated on any enclosure, sidewalk, street, or other public right-of-way within the city limits.
- (vi) All solid waste front load and roll-off containers shall display the name and phone number of the provider.
- (vii) Commercial containers owned by the franchisee shall not be marked, modified, or damaged by the customer in any way.
- (viii) Refuse fees shall be set forth in Chapter 20.

Section 38-8 Multi-family customer responsibilities.

- (a) *General.* The city's franchised solid waste provider shall provide solid waste collection and recycling services for multifamily dwellings and shall directly bill the owner or person in control of the premises for the charges for such services.
- (b) *Containers furnished by the city's franchisee for multifamily dwellings.* All facilities for which containers are so provided by the city's franchisee shall place all refuse, waste, and recyclable materials in such designated containers and shall not place waste in any containers except those designated. It shall be unlawful

for any person using such containers to leave the lid open after placing refuse or recyclable material therein.

- (i) Enclosures are required for dumpsters in accordance with the city's zoning regulations. Enclosures should be kept clean of all refuse, and gates shut when unused.
 - (ii) Enclosures are required for dumpsters located at all existing multifamily dwellings. Occupants, property management agencies, and owners are required to install a dumpster enclosure. These dumpster enclosures shall be constructed in accordance with the city's zoning regulations.
- (c) *Collection containers and schedules.* Multifamily dwellings shall contract with the franchisee for solid waste collection services and acquire an appropriately sized commercial container at a frequency that prevents the accumulation of waste outside the container and prevents littering or spilling of materials. Collection of multifamily dwelling solid waste shall not be made less than one time per week.
- (i) Overfilled containers will not be emptied if a safety hazard exists. Owners or property management companies will be responsible for removing the excess, and collection will be rescheduled when the excess material has been removed.
 - (ii) The multifamily customer is responsible for providing access to the solid waste and recyclable containers and keeping the area around and on top of the container clear of obstructions so that the container can be serviced as scheduled. If the container is blocked and not cleared, service will not be provided.
 - (iii) The multifamily customer will be responsible for odor and insect control around containers.
 - (iv) Containers shall not be placed on any sidewalk, street, or other public right-of-way, and shall be placed solely on private property. It shall be unlawful for the owner, occupant, or person in control of any premises to allow solid waste or recyclable materials to be piled, placed, or accumulated on any sidewalk, street, or other public right-of-way within the city.
 - (v) All solid waste roll-off containers shall display the name and phone number of the company.
 - (vi) Collection containers owned by the franchisee shall not be marked, modified, or damaged by the customer in any way.
 - (vii) Refuse fees shall be set forth in Chapter 20.

Section 38-9 Inspections.

It is hereby made the duty of the code compliance officer or other city designee to make inspection trips at regular intervals to determine whether or not garbage, trash and rubbish are being properly collected, removed and disposed of as required by provisions of this chapter. In the event that it is found that this chapter or any other applicable health ordinance is being violated, appropriate and timely action shall be taken to ensure full compliance with its provisions.

Section 38-10 Penalties for violation.

In this section, the term "violation of this Code" means:

- (a) Acting in a manner that is prohibited or made or declared to be unlawful, an offense, a misdemeanor, or a violation of this Code by ordinance or by rule or regulation authorized by ordinance;
- (b) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
- (c) Failure to perform an act if the failure is declared a violation of this Code, a misdemeanor, an offense, or unlawful by ordinance or by rule or regulation authorized by ordinance.
 - (i) The term "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section or it is clear from the context of this Code that it is the intent of the city to impose the penalty provided for in this section upon the city officer or city employee.
 - (ii) Except as otherwise provided, a person convicted of a violation of this Code shall be punished by a fine not to exceed \$500.00, except that:
 - (1) If the violation of this Code governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse, a person convicted of a violation of this Code shall be punished by a fine not exceeding \$2,000.00, unless provided otherwise.
 - (2) If the violation of this Code governs the dumping of refuse, a person convicted of a violation of this Code shall be punished by a fine not exceeding \$4,000.00, unless provided otherwise.
 - (iii) No penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

- (iv) Each day any violation of this Code or of any ordinance continues shall constitute a separate offense.
- (v) In the event that any such violation is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city.
- (vi) In addition to the penalty prescribed in this section, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits."

SECTION 3. CUMULATIVE CLAUSE

This Ordinance shall be Cumulative of all provisions of Ordinances and of the White Settlement Code of Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances or Code, in which case the conflicting provisions of such Ordinances or Code are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined, upon conviction, not more than Two Thousand Dollars (\$2,000.00) for each offense affecting fire safety, zoning, or public health and sanitation, other than dumping of refuse; not more than Four Thousand Dollars (\$4,000.00) for each offense for dumping of refuse; and Five Hundred Dollars (\$500.00) for all other offenses. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 6.
SAVINGS CLAUSE**

All rights and remedies of the City of White Settlement are expressly saved as to any and all violations of the provisions of the Code of Ordinances, as amended, or any other ordinances affecting solid waste which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinances but may be prosecuted until final disposition by the courts.

**SECTION 7.
PUBLICATION**

The City Secretary is hereby directed to publish in the official newspaper of the City, the caption and penalty clause of this ordinance as provided by the City Charter.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its date of passage and publication as required and it is so ordained.

PASSED AND APPROVED THIS THE ____ OF _____, 2023.

Amber Munoz, Mayor Pro Tem
City of White Settlement

ATTEST:

Amy Arnold
City Secretary
City of White Settlement



To: City Council
From: Krystal Crump, Finance Director
Date: April 4, 2023

At the December 6th, 2022 Council meeting, Council approved the contract agreement with Frontier Waste Solutions. This ordinance amending trash fees is to adopt the fees set forth in the approved contract effective May 1, 2023. The residential rates will go from 13.71 plus tax to 16.73 plus tax under the new contract.

Staff recommends approval of ordinance as presented.

ORDINANCE NO. 2023 - ____

AN ORDINANCE AMENDING CHAPTER 20 “FEES”, TO ADD SECTION 20-3 “TRASH COLLECTION SERVICE FEES” OF CODE OF ORDINANCES, CITY OF WHITE SETTLEMENT, TEXAS; UPDATING THE FEES FOR RESIDENTIAL AND COMMERCIAL TRASH COLLECTION RATES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of White Settlement is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of White Settlement now deems it appropriate to amend Chapter 20, to add Section 20-3 to list fees corresponding to (a) residential carts, (b) commercial business utilizing carts and (c) commercial business utilizing containers pertaining to the trash collection fees; and

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

SECTION 1.

Chapter 20 “Fees” is hereby amended by adding Section 20-3 “Trash Collection Service Fees” to read as follows:

“Chapter 20-3 Trash Collection Service Fees

(a) Residential Carts (Residential, Mobile Home Park, Church, duplex, triplex)

Exhibit 1: Residential Rates

	Services Rates
Garbage	1 x week, Carts
Garbage - <u>Collection Component</u> (per household per month)	\$ 6.20
Garbage – <u>Disposal Component</u> (per household per month)	\$ 2.94
Program Recyclables	1 x week, Carts
Program Recyclables – <u>Collection Component</u> (per household per month)	\$ 3.50
Program Recyclables – <u>Processing Component</u> (per household per month)	\$ -
Brush and Bulky Items	1 x E-O-M, up to 7 CY
Brush and Bulky Items – <u>Collection Component</u> (per household per month)	\$ 0.78
Brush and Bulky Items – <u>Disposal Component</u> (per household per month)	\$ 0.52
Total HH/Month Service Rate	\$ 13.94
<i>Franchise Fee (10%)</i>	\$ 1.39
<i>Administrative Fee (10%)</i>	\$ 1.39
Total	\$ 16.73

1. "EOM" means every-other-month.
2. The Collection Component of the Rates shall include all costs for providing collection and transfer to the designated facility. On May 1, 2024, and annually thereafter, the Collection Component of Rates for Residential Collection Services may be adjusted in accordance with Section 10.F of the Agreement, based on changes in Consumer Price Index.
3. The Disposal or Processing Component of the Rates proposed herein shall be calculated based on the generation factors and tipping fees provided in the contract, calculated based on the respective formula provided in the contract.

Additional Charges:

Rate for Additional Garbage Cart, per additional Cart per month (see Section 5.A.(3) of Agreement):

Collection Component:	\$ 4.69	(per Collection on an unscheduled service day)
Disposal Component:	\$ 2.31	(per Collection on an unscheduled service day)
Total	\$ 7.00	Collection Component plus Disposal Component)

Rate for Additional Recycle Cart, per additional Cart per month:

Collection Component:	\$ 3.50	(per collection on an unscheduled service day)
Processing Component:	\$ 0.00	(per collection on an unscheduled service day)
Total Component)	\$ 3.50	(Collection Component plus Processing Component)

Note: Recycling charge of \$3.50 can only be elected to be removed from bill if the customer elects a 2nd trash cart. The City will remove the \$3.50 for recycling and add the \$7.00 for the additional trash Cart.

Rates for Excess (more than allowable cubic yards per Set Out) Brush and Bulky Items Collection Service:

Collection Component	\$ 11.60	per cubic yard
Disposal/Processing Component:	\$ 3.40	per cubic yard
Total Per Cubic Yard Charge:	\$ 15.00	(Collection Component plus Disposal Component)

(b) Commercial Business Utilizing Carts:

A. Monthly Rates for Collection of Garbage in 95-Gallon (or similar size) Carts

Monthly Rates for the Following Frequency of Collection with Carts COLLECTION COMPONENT ONLY			
	1 Cart	2 Carts	3 Carts
1 x week	\$ 19.76	\$ 30.76	\$ 41.76
<i>Franchise Fee</i>	\$ 1.98	\$ 3.08	\$ 4.18
2 x week	\$ 36.00	\$ 60.00	NA
<i>Franchise Fee</i>	\$ 3.60	\$ 6.00	NA
3 x week	NA	NA	NA
<i>Franchise Fee</i>	NA	NA	NA
4 x week	NA	NA	NA
<i>Franchise Fee</i>	NA	NA	NA
Extra Collection (per cart)	\$ 10.00	\$ -	\$ -
<i>Franchise Fee</i>	\$ 1.00	NA	NA

1. On May 1, 2024, and annually thereafter, the Collection Component of the Rates for Commercial Collection Services may be adjusted in accordance with Section 11.D of the Agreement, based on changes in Consumer Price Index.
2. Rates herein include all costs for providing collection and transfer to the Designated Facility.
3. Disposal costs shall not be included in the table above (see following table).
4. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.
5. The Disposal Component of the Rate shall be calculated using the formula in the agreement.

Monthly Rates for the Following Frequency of Collection with Carts DISPOSAL COMPONENT ONLY			
	1 Cart	2 Carts	3 Carts
1 x week	\$ 6.24	\$ 9.70	\$ 13.15
<i>Franchise Fee</i>	\$ 0.62	\$ 0.97	\$ 1.32
2 x week	\$ 11.34	\$ 18.90	NA
<i>Franchise Fee</i>	\$ 1.13	\$ 1.89	NA
3 x week	NA	NA	NA
<i>Franchise Fee</i>	NA	NA	NA
4 x week	NA	NA	NA
<i>Franchise Fee</i>	NA	NA	NA
Extra Collection (per cart)	\$ 3.15		
<i>Franchise Fee</i>	\$ 0.32		

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

(c) Commercial Business Utilizing Containers:

B. Monthly Rates for Collection of Non-compacted (Loose) Garbage Dumpsters							
Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
COLLECTION COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
2	\$ 73.55	\$ 95.85	\$ 129.30	\$ 202.88	\$ 243.00	\$ 268.64	\$ 31.60
Franchise Fee	\$ 7.36	\$ 9.59	\$ 12.93	\$ 20.29	\$ 24.30	\$ 26.86	\$ 3.16
3	\$ 83.60	\$ 113.69	\$ 172.79	\$ 237.44	\$ 274.22	\$ 323.26	\$ 35.55
Franchise Fee	\$ 8.36	\$ 11.37	\$ 17.28	\$ 23.74	\$ 27.42	\$ 32.33	\$ 3.56
4	\$ 93.63	\$ 138.24	\$ 208.44	\$ 279.79	\$ 324.37	\$ 411.32	\$ 39.50
Franchise Fee	\$ 9.36	\$ 13.82	\$ 20.84	\$ 27.98	\$ 32.44	\$ 41.13	\$ 3.95
6	\$ 113.69	\$ 178.35	\$ 285.35	\$ 364.50	\$ 430.27	\$ 511.66	\$ 47.40
Franchise Fee	\$ 11.37	\$ 17.84	\$ 28.54	\$ 36.45	\$ 43.03	\$ 51.17	\$ 4.74
8	\$ 150.49	\$ 205.11	\$ 329.96	\$ 401.29	\$ 453.67	\$ 525.02	\$ 51.35
Franchise Fee	\$ 15.05	\$ 20.51	\$ 33.00	\$ 40.13	\$ 45.37	\$ 52.50	\$ 5.14

1. On May 1, 2024, and annually thereafter, the Collection Component of the Rates for Commercial Collection Services may be adjusted in accordance with Section 11.D of the Agreement, based on changes in Consumer Price Index.
2. Rates herein include all costs for providing collection and transfer to the Designated Facility.
3. Disposal costs shall not be included in the table above (see following table).
4. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.
5. The Disposal Component of the Rate shall be calculated using the formula in the agreement.

Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted)							
DISPOSAL COMPONENT ONLY							
Pick-ups Per Week							
Size of Dumpster (Cubic Yards)	1	2	3	4	5	6	Extra Collection
2	\$ 19.55	\$ 25.48	\$ 34.37	\$ 53.93	\$ 64.59	\$ 71.41	\$ 8.40
Franchise Fee	\$ 1.96	\$ 2.55	\$ 3.44	\$ 5.39	\$ 6.46	\$ 7.14	\$ 0.84
3	\$ 22.22	\$ 30.22	\$ 45.93	\$ 63.12	\$ 72.89	\$ 85.93	\$ 9.45
Franchise Fee	\$ 2.22	\$ 3.02	\$ 4.59	\$ 6.31	\$ 7.29	\$ 8.59	\$ 0.95
4	\$ 24.89	\$ 36.75	\$ 55.41	\$ 74.38	\$ 86.22	\$ 109.34	\$ 10.50
Franchise Fee	\$ 2.49	\$ 3.68	\$ 5.54	\$ 7.44	\$ 8.62	\$ 10.93	\$ 1.05
6	\$ 30.22	\$ 47.41	\$ 75.85	\$ 96.89	\$ 114.38	\$ 136.01	\$ 12.60
Franchise Fee	\$ 3.02	\$ 4.74	\$ 7.59	\$ 9.69	\$ 11.44	\$ 13.60	\$ 1.26
8	\$ 40.00	\$ 54.52	\$ 87.71	\$ 106.67	\$ 120.60	\$ 139.56	\$ 13.65
Franchise Fee	\$ 4.00	\$ 5.45	\$ 8.77	\$ 10.67	\$ 12.06	\$ 13.96	\$ 1.37

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

For commercial customers, combine letters (a) collection component and (b) disposal component for total cost.

Additional Charges:

C. Monthly Rates for Collection of Compacted Garbage Dumpsters

The City does not currently have any customers using compacted dumpsters. Prices will be provided at the time such service is requested.

D. Rates for Locking and Unlocking Dumpster Enclosures:	\$ 2.50 per occurrence	
	1. Lock bar fee per month - \$12.00 + Franchise Fee	
E. Container Re-delivery Rate that may be charged if Commercial Collection Service is stopped due to non-payment by the Customer upon resumption of Collection Service:	per occurrence	
	\$ 125.00	
	2. Caster/Wheel fee per month - \$12.00 + Franchise Fee	
F. Rates for Collection of Roll Off Containers Attached to Compactors*		
Delivery Charge for Detachable Container	\$ 125.00 per occurrence	
Daily Rental Charge for Detachable Container	\$ 7.50 per day after delivery	
Delivery Charge for Stationary Packing Unit	\$ 600.00 per occurrence	
Rental Charge for Stationary Packing Unit	TBD per () day or month	Based on size, options, etc.
Collection Charge per Pull (Garbage)	\$ 350.00 per pull	+ \$45.90/ton tipping fee

*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

G. Rates for Collection of Roll Off Containers Not Attached to Compactors*

Delivery Charge for Container	\$ 125.00 per occurrence	
Daily Rental Charge for Detachable Container	\$ 6.00 per day after delivery	
Collection Charge per Pull (Garbage)	\$ 335.00 per pull	+ \$45.90/ton tipping fee

*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

”

SECTION 2.

The rate increase provided by this ordinance shall take effect on May 1, 2023 and shall be reflected and be owing in the sanitation billing beginning in the month of May 2023.

SECTION 3. CUMULATIVE CLAUSE

This Ordinance shall be Cumulative of all provisions of Ordinances and of the White Settlement Code of Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances or Code, in which case the conflicting provisions of such Ordinances or Code are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE

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

**SECTION 5.
EFFECTIVE DATE**

This Ordinance shall be in full force and effect on May 1, 2023 after its passage by a majority vote of the City Council of the City of White Settlement, and it is so ordained.

PASSED AND APPROVED THIS THE ____ OF _____, 2023.

Amber Munoz, Mayor Pro Tem
City of White Settlement

ATTEST:

Amy Arnold
City Secretary
City of White Settlement