

AGENDA
HALTOM CITY COUNCIL MEETING
November 9, 2015
CITY HALL - 5024 BROADWAY AVENUE
Council Chambers – Work Session/ Regular Session
Work Session 6:00 p.m. - Regular Session 7:00 p.m.

WORK SESSION 6:00 P.M.

CALL TO ORDER (General Comments)

- Discuss future Council Meetings, Work Sessions, and Joint Meetings.
- Discuss process to market EDC property.
- Discuss community engagement.
- Review and discuss items on the regular agenda of November 9, 2015.

EXECUTIVE SESSION

Section 551.071

As authorized by Chapter 551 of the Texas Government Code, 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, in addition to the following matters:

Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct which may conflict with the Open Meetings Act; including discussion of any item posted on the Agenda; to seek legal advice on: open meetings, open records, contracts, expenditures and oversight of the Haltom City Economic Development Corporation, enforcement action for zoning violation, litigation, and settlement offers and/or claims for the following cases:

- Donald Anthony Hains v. City of Haltom City
- Flynn v. Haltom City EDC
- Progressive County Mutual Ins. Co. v. City of Haltom City
- James H. Watson v. City of Haltom City
- Louis Engler v. City of Haltom City, et al.
- EEOC Charge No. 450-2015-01583.

Section 551.072 – Deliberations about Real Property

Deliberation regarding the purchase, exchange, lease or value of real property owned or leased by the City and the Economic Development Corporation.

Section 551.074 - Personnel

Deliberation regarding the appointment, employment, evaluation, reassignment, or duties of the Interim City Manager.

REGULAR SESSION 7:00 P.M.

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE – Council Member Dr. An Truong

ANNOUNCEMENTS/EVENTS – Council Member Stephanie Davenport

REGULAR AGENDA

1. **Minutes** – Consideration and/or action regarding approval of the Minutes of the meetings of October 26, 2015 and November 2, 2015.

2. **Agreement for Recycling Services** – Consideration and/or action regarding approval of an Agreement for a recycling contract with “Simply Recycling.”
3. **NCTCOG Interlocal Agreement** – Consideration and/or action regarding approval of an interlocal agreement with the NCTCOG for the annual contribution.
4. **Fee Schedule** – Consideration and/or action regarding approval of Resolution No. R-2015-025-03 amending the fee schedule.
5. **Agreement for Professional Services** – Consideration and/or action regarding approval of an Agreement for Professional Services for General Consultant services.

VISITORS/CITIZENS FORUM

*This time is set-aside for any person having business before the Council that is not scheduled on the agenda to speak to the Council. Please submit a completed Speaker’s Request Form to the City Secretary. All comments must be directed toward the presiding Officer rather than an individual council member or staff. Each speaker must limit his/her comments to the **subject matter** listed on the Speaker’s Request Form and must refrain from personal attacks toward any individual. A three to six minute time limit will be granted. **(Six minutes with prior notification and three without prior notification)**. If a group is present and interested in the same issue, please choose a spokesperson. Council cannot discuss or debate any issue brought forth at this time, nor can any formal action be taken, as it is not a posted agenda item in accordance with the open meetings law.*

BOARDS/COMMISSIONS

6. **Resignations of Board Members** – Consider approval of the resignations of Board/Commission Members.
7. **Appointment/Reappointment to Boards and Commissions** – Consider approval regarding appointments to Boards/Commissions.

EXECUTIVE SESSION

See Posting on Page One (1) of Agenda.

RECONVENE TO REGULAR SESSION

8. Take any action deemed necessary as a result of the Executive Session.

ADJOURNMENT

CERTIFICATION

I, ART CAMACHO, CITY SECRETARY OF THE CITY OF HALTOM CITY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS POSTED ON THE OFFICIAL BULLETIN BOARDS IN CITY HALL ON THIS THE 6th DAY OF NOVEMBER, 2015 AT 5:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.



ART CAMACHO, CITY SECRETARY

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE CITY HALL BULLETIN BOARD ON _____ DAY OF _____, 2015.

Name: _____ Title: _____



This facility is wheelchair accessible. Handicapped parking spaces are available. Request for sign interpretative services must be made 48 hours ahead of meeting. To make arrangements call 817-222-7754.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 9, 2015
Department: City Secretary
Subject: Minutes of October 26, 2015 and
November 2, 2015.

BACKGROUND

On October 26, 2015, a Regular Meeting was held at City Hall, 5024 Broadway Avenue; on November 2, 2015, a Joint Meeting was held with the Planning and Zoning Commission at the NE Center, 3201 Friendly Lane.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council approve the Minutes of the meetings of October 26, 2015 and November 2, 2015.

ATTACHMENTS

October 26, 2015 Minutes
November 2, 2015 Minutes

**MINUTES
HALTOM CITY COUNCIL MEETING
CITY HALL, 5024 BROADWAY AVENUE
October 26, 2015**

A Regular Meeting was held by the City Council of the City of Haltom City, Texas, on October 26, 2015, at 7:00 p.m. at City Hall, 5024 Broadway Avenue, Haltom City, Texas, with the following members present:

Mayor David Averitt

Mayor Pro Tem Bob Watkins

Council Place 1 Jeannine Nunn

Council Place 2 Walter Grow

Council Place 3 Scott Garrett

Council Place 4 Trae Fowler

Council Member 6 Stephanie Davenport

Council Place 7 Dr. An Truong

Staff Present: Tom Muir, City Manager; Chuck Barnett, Assistant City Manager; Wayne Olson, City Attorney; Art Camacho, City Secretary; Jennifer Fung, Finance Director; Justin French, Planning and Community Development Director, Keith Lane, Public Safety Director; Julie Jenkins, Community Projects Director, and Greg Van Nieuwenhuize, Public Works Director.

WORKSESSION

CALL TO ORDER

Mayor David Averitt called the Worksession to order at 6:02 p.m. Julie Jenkins, Community Projects Director, introduced Sonny Wilkins, of "Simply Recycling," who gave a presentation regarding his cloth recycling company and its service history. A discussion was held regarding a disposal facility, pickup service, and contract specifics. This item will be presented in a future meeting. Finance Director Jennifer Fung presented the FY2016 Fee Schedule with updated information, along with input from Public Works Director Greg Van Nieuwenhuize and Planning and Community Director Justin French. A discussion was held regarding several updates involving street repair charges, neighboring city fee comparisons, and application and variance fees. This item is scheduled for a final consideration and vote at the first meeting in November. There was no Executive Session. Mayor Averitt closed the Worksession at 7:08 p.m.

REGULAR MEETING

CALL TO ORDER

Mayor Averitt called the meeting to order at 7:08 p.m.

INVOCATION/PLEDGE OF ALLEGIANCE

Council Member Stephanie Davenport gave the Invocation and led the Pledge of Allegiance and the Texas Flag Pledge.

ANNOUNCEMENTS AND EVENTS

Council Member Stephanie Davenport announced the following:

Family Movie Night - Monday, October 12, 6:30 p.m. - Movie: *Haunted Mansion*

Craft Saturdays - Christmas Crafts - Saturday, October 17, 10 a.m. – noon,

\$5 plus supplies; Adult: 18 years & older. Call or visit website for details on crafts.

Pumpkin Decorating Contest - Deadline: October 22nd - Real, artificial, handmade - ages: 5 - adult

Breakfast at Applebee's - Saturday, October 24, 8 – 10 a.m.

Hosted by the Friends of the Haltom City Public Library. Purchase tickets at the library.

Howlin' Halloween - Thursday, October 29th at 6:30 p.m. – Not-so-scary movies, puppet show, and trick or treating.

Story Times - Thursdays, 11–11:45 a.m., for ages three & older - Fridays, 10:30 – 11:15 a.m., for ages two & younger.

Veterans Support Group - 2nd & 4th Mondays of the month, 6 – 7 p.m.

GED Classes - Tuesdays, Wednesdays & Thursdays, 5 – 8 p.m.

Special Election - Haltom City will be conducting a Special Election to submit proposed amendments to the City Charter to the voters on Tuesday, November 3rd. Voting shall be conducted on Election Day between the hours of 7 a.m. and 7 p.m. at polling places that can be found on the city website. Early Voting will begin on October 19th and will conclude on October 30th at various Tarrant County polling locations. The polling places can be found on a link to Tarrant County Elections on the City Secretary's webpage also on the city website at www.haltomcitytx.com.

Keep Haltom City Beautiful will also be hosting the annual Tree Sale again this year. Trees purchased from Texas Trees are \$25 for a 5 gallon tree and the selection includes the Vitex, Crepe Myrtle, Chinquapin Oak and Monterrey Oak. You may order your tree online at www.haltomcitytx.com or call Julie Jenkins, Community Projects Coordinator. The tree sale ends Tuesday, October 27th.

Texas Arbor Day - Haltom City has been named as a Tree City USA and citizens are asked to attend the Texas Arbor Day Event on Saturday, November 7, 2015 from 10 am – 12 pm at the Haltom City Northeast Center. We are honored to welcome the Fort Worth Regional Forester, Courtney Blevins, with the Texas A&M Forest Service as well as guest speaker, HCPD Community Services Officer Trey Kerr. Citizens will also be able to pick up their tree from the Annual Tree Sale and the Haltom City Garden Club will be providing refreshments.

Crud Cruiser - On Saturday, November 7, 2015 from 9 am – 11 am, the Crud Cruiser from the Environmental Collection Center will be at the Haltom City Library collecting your household hazardous waste. You can drop off items like automotive fluids, batteries, cleaners & chemicals, cooking oil, lawn/garden/pool chemicals, light bulbs and paint.

In addition, Assistant City Manager Charles Barnett informed the Council and citizens that in lieu of only having one "Dumpster Day" per year, Progressive Waste is adding two additional drop off days for a total of four per year. Council Member Davenport stated the Tarrant County College Campus Police Department held a barbeque at the Tarrant County College South Campus and had a good response, and she would like to pursue a similar event with the Haltom City Police Department. City Manager Tom Muir stated a joint meeting with the City Council and the Haltom City Planning and Zoning Commission will be held on November 2, 2015 at the Northeast Center.

PRESENTATION/PROCLAMATION

Donation of K-9 vests – Public Safety Director Keith Lane.

Chief Lane introduced Von Husbands and thanked him for facilitating the donation for a K-9 vest for Philo, the Police Department's K-9 dog, under the supervision of Police Sergeant Scott Russell. Police Captain Cody Phillips commented on the generosity of Diamond Oaks Vet Clinic Dr. Ron Preissinger and Manager Kelly Shroer toward providing free dog health checkups and a "fighting suit" for the K-9 patrol.

"Neighborhood Hero," Roberto Aldana – Deputy Fire Chief Fred Napp.

Fire Chief Steve Ross and Deputy Fire Chief Fred Napp presented Roberto Aldana, 3205 Field Street, with a "Neighborhood Hero" proclamation for his heroic duty in rescuing his neighbor, Eli Douglas, from a house fire on October 19, 2015.

REPORTS

1. **Monthly Financial Report for September 2015** – Consideration and/or action regarding approval of the preliminary monthly Financial Report for the month

ending September 30, 2015. Finance Director Jennifer Fung presented the monthly financial report for September 2015 and a discussion was held regarding the revenue and expense on specific funds and the year-end balance figures. Ms. Fung stated the auditor's report was not included in this report. No action was taken.

2. **Quarterly Investment Report for 2015** – Consideration and/or action regarding approval of the September 2015 Quarterly Investment Report. Finance Director Jennifer Fung provided the quarterly report and a discussion was held regarding a possible refinancing of city debt. No action was taken.
3. **2015 Crime Statistics (3rd Quarter)** – Presentation of Haltom City Police Department crime statistics for the third quarter of 2015. Public Safety Director Keith Lane provided the 3rd quarter statistics and a discussion was held in regard to citizen and business crime prevention methods.
4. **Capital Improvements Report** – Presentation of quarterly status report of all major capital improvement projects. Public Works Director Greg Van Nieuwenhuize presented the report and a discussion was held on backage road projects and final inspections on current projects.

The Council took a break at 8:30 p.m. and returned to Regular Session at 8:40 p.m.

REGULAR AGENDA

5. **Minutes** – Consideration and/or action regarding approval of the Minutes of the meetings of October 12, 2015, October 13, 2015, October 15, 2015 and October 16, 2015. Council Member An Truong moved, seconded by Council Member Davenport, to approve the minutes of October 12, 2015, October 13, 2015, October 15, 2015 and October 16, 2015. ***The vote was unanimous. Motion carried.***
6. **Oakwood St. Reconstruction Project** – Consideration and/or action regarding approval of Resolution No. R-2015-024-11 recommending the bid award for the Oakwood St. Reconstruction Project to McClendon Construction. Public Works Director Greg Van Nieuwenhuize presented the item and a discussion was held regarding the contractor work performance, 5' back curb sidewalks, utilities relocation, and final inspections. Council Member Trae Fowler moved, seconded by Council Member Walter Grow, to approve Resolution No. R-2015-024-11 – Oakwood St. Reconstruction Project to McClendon Construction for the CDBG program project. ***The vote was unanimous. Motion carried.***
7. **Agreement for Professional Services** – Consideration and/or action regarding approval of an Agreement for Professional Services for Interim City Manager services. Mayor Averitt stated the Council will go into Executive Session to determine this agenda item after the rest of the agenda is completed.

VISITORS/CITIZENS FORUM

No citizen came forward:

BOARDS/COMMISSIONS

7. **Resignations of Board Members** – Consider approval of the resignations of Board/Commission Members. Council Member Fowler presented the resignation

of Planning and Zoning Commission Place 4 Chris Taylor. ***The Council approved the resignation unanimously.***

8. **Appointment/Reappointment to Boards and Commissions** – Consider approval regarding appointments to Boards/Commissions. Council Member Grow presented the appointment of Toni Holmes to the Beautification Board. ***The Council approved the appointment unanimously.*** Mayor Averitt appointed Chris Taylor to the Alternate Position on the Planning and Zoning Commission. ***The Council approved the appointment unanimously.***

Mayor Averitt called for an Executive Session at 8:51 p.m. regarding the following:

EXECUTIVE SESSION

Section 551.071

As authorized by Chapter 551 of the Texas Government Code, 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, in addition to the following matters:

Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct which may conflict with the Open Meetings Act; including discussion of any item posted on the Agenda; to seek legal advice on: open meetings, open records, contracts, expenditures and oversight of the Haltom City Economic Development Corporation, enforcement action for zoning violation, litigation, and settlement offers and/or claims for the following cases:

- Donald Anthony Hains v. City of Haltom City
- Flynn v. Haltom City EDC
- Progressive County Mutual Ins. Co. v. City of Haltom City
- James H. Watson v. City of Haltom City
- Louis Engler v. City of Haltom City, et al.
- EEOC Charge No. 450-2015-01583.

Section 551.072 – Deliberations about Real Property

Deliberation regarding the purchase, exchange, lease or value of real property owned or leased by the City and the Economic Development Corporation.

Section 551.074 - Personnel

Deliberation regarding the appointment, employment, evaluation, reassignment, or duties of the Interim City Manager.

City Manager Tom Muir and Assistant City Manager Chuck Barnett were present in the Executive Session during the deliberation of the legal claim cases, but left at 9:20 p.m. during the deliberation of Section 551.074 – Personnel. The Council reconvened to Regular Session at 10:40 p.m.

RECONVENE TO REGULAR SESSION

9. Take any action deemed necessary as a result of the Executive Session.

Council Member Grow moved, seconded by Council Member Truong, to appoint Public Safety Director Keith Lane to Interim City Manager, effective November 1, 2015. ***The vote was unanimous. Motion carried.***

ADJOURNMENT

Mayor Averitt adjourned the meeting on October 26, 2015 at 10:40 p.m.

RESPECTFULLY SUBMITTED BY:

APPROVED BY:

Art Camacho, City Secretary

David Averitt, Mayor

**MINUTES
HALTOM CITY COUNCIL AND PLANNING AND ZONING COMMISSION
JOINT SPECIAL MEETING**

**Northeast Tarrant Center
3201 Friendly Lane, Haltom City, Texas 76117
November 2, 2015**

A Special Joint Meeting was held by the City Council of Haltom City and the Planning and Zoning Commission of Haltom City, Texas, on November 2, 2015, at 6:00 p.m. at the Northeast Tarrant Center, Haltom City, Texas, with the following members present:

Mayor David Averitt

Mayor Pro-Tem Bob Watkins

Council Place 1 Jeannine Nunn

Council Place 3 Scott Garrett

Council Place 6 Stephanie Davenport

Council Place 7 Dr. An Truong

Council Place 2 Walter Grow and Council Place 4 Trae Fowler were absent.

The following P & Z Commission members were present: Steve Chapman, Vice Chair; Jaye Arsement, and Gordon Jorgenson. There was not a P & Z quorum present. City Staff present: Keith Lane, Interim City Manager, Chuck Barnett, Assistant City Manager; Art Camacho, City Secretary, Justin French, Planning and Community Development Director; Chris Rozanc, Building Inspector, and Glenna Batchelor, Building Official. P & Z nominee Trenton Tidwell was also present.

CALL TO ORDER

Mayor Averitt called the City Council meeting to order at 6:05 p.m. Because there was not a P & Z quorum present, the meeting was limited to discussion only on the following items and no presentation or review of P & Z material occurred:

- Previous property objectives and zoning changes for property enhancement
- Recreation of city image and identity
- Work relationship between the P & Z and Council in determining planning
- Full utilization of the P & Z in planning development
- P & Z and Council being receptive to community and local business input
- Possible land use renewal plan
- Cultural diversity included in future planning development
- Service information from specific development firms
- Development of new P & Z members
- Direction on municipal building development
- Pursuit of possible municipal facilities, i.e., water treatment plant
- Update on current redevelopment programs

ADJOURNMENT

Mayor Averitt adjourned the Joint Meeting at 8:05 p.m.

RESPECTFULLY SUBMITTED BY:

APPROVED BY:

Art Camacho, City Secretary

David Averitt, Mayor

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: November 9, 2015
Department: Parks / Community Projects
Subject: Contract – Simple Recycling

BACKGROUND

The City of Haltom City will benefit from offering Simple Recycling to its residents because it allows them to recycle unwanted textiles and home goods in a single-stream, curbside, weekly pick-up. Eighty-five percent (85%) of textiles are currently not donated or recycled. Simple Recycling will allow Haltom City residents to support textile and household goods recycling. This also enhances sustaining the longevity of our landfills. Weekly pickups will be on the same days as our current recycling days by Progressive. A green bag will be provided by Simply Recycling at curbside to alert the drivers that items are available for pickup. All marketing costs will be boreed by Simple Recycling. This program is not available to Haltom City businesses or multi-family housing.

FISCAL IMPACT

There is no charge for this service to the city or citizens. All marketing costs associated with this program will be the responsibility of Simple Recycling. Any questions about the program or customer service calls will be handled by Simply Recycling. The City will receive \$20 per ton for collected items. Staff would recommend that proceeds from this program be used to benefit programs by Keep Haltom City Beautiful.

RECOMMENDATION

Staff recommends the City Council authorize the Interim City Manager to approve a contract with Simple Recycling to allow residential curbside textile and home goods recycling at no costs to the city.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated Staff recommendations are hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 9th day of November, 2015, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

David Averitt, Mayor

ATTEST:

Art Camacho, City Secretary

APPROVED AS TO FORM:

Wayne Olson, City Attorney

CITY COUNCIL MEMORANDUM

City Council Meeting: November 9, 2015

Department: Administration

Subject: Interlocal Cooperation Agreement
with North Central Texas Council of
Governments for Operation of
Commuter Rail Service for FY2014-
2016

BACKGROUND

Since 2002, the North Central Texas Council of Governments (NCTCOG) has partnered with the Cities of Arlington, Bedford, Colleyville, Euless, Grand Prairie, Haltom City, Hurst and North Richland Hills to support commuter rail service on the Trinity Railway Express (TRE). The commuter rail service relieves traffic congestion, provides transportation opportunities and aids in attaining federal air quality standard. Each of the cities is asked for an annual contribution to NCTCOG in lieu of making direct contributions to the transit agencies. In return, the Regional Transportation Council programs provide funding to support the TRE.

NCTCOG conducted a license plate survey to determine the current funding contributions. Based on the survey, Haltom City's annual contribution will be \$31,979 for FY2014 to FY2016.

The attached agreement sets out the terms and contribution by cities that are not members of a transportation authority to the operational costs of commuter rail services.

FISCAL IMPACT

This agreement requires an annual expenditure of \$31,979 for FY2014 to FY2016. This amount will be adjusted according to the license plate survey conducted.

RECOMMENDATION

Staff recommends the City Council approve this agreement as the citizens of Haltom City have access to commuter rail service connecting the Cities of Dallas and Fort Worth and the Dallas-Fort Worth International Airport. In addition, Haltom City is not a transportation authority member and has not made any direct contribution to any transit agency.

ATTACHMENT

Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
HALTOM CITY
for
OPERATION OF COMMUTER RAIL SERVICE FOR FY2014-2016

WHEREAS, the North Central Texas Council of Governments (NCTCOG) and the Regional Transportation Council (RTC) have actively worked to implement commuter rail service in the area and facilitate the contribution by cities that are not members of a Transportation Authority to the operational costs of commuter rail services; and,

WHEREAS, the Regional Transportation Council Trinity Railway Express (TRE) Monitoring Subcommittee was appointed by the RTC to meet on an as-needed basis to monitor policy issues related to the TRE service and the collection of operating funds for the service; and,

WHEREAS, it would be beneficial to the citizens of Haltom City to have access to commuter rail service connecting the Cities of Dallas and Fort Worth with each other and with Dallas-Fort Worth International Airport to relieve traffic congestion, provide transportation opportunities, and aid in attaining federal air quality standards; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Dallas Areas Rapid Transit (hereinafter referred to as "DART") and the Fort Worth Transportation Authority (hereinafter referred to as "the T"), both metropolitan transportation authorities created and existing pursuant to Chapter 452 of the Texas Government Code (hereinafter referred to jointly as the "Transportation Authorities"), may exercise jointly the power to provide governmental services for the public health, safety, and welfare; and,

WHEREAS, pursuant to Article 1182k, Texas Revised Civil Statutes, all railroad-related activities by public agencies, separately or jointly exercised, are public and governmental functions for the public purpose and necessity; and,

WHEREAS, the Transportation Authorities have entered into an Interlocal Cooperation Agreement to define their respective rights and responsibilities regarding the provision of commuter rail service along the Trinity Railway Express Corridor and have begun commuter rail service as the Trinity Railway Express; and,

WHEREAS, NCTCOG and Haltom City have previously entered into agreements concerning the cost-sharing related to the Trinity Railway Express for Fiscal Years 2002 - 2013, which have since expired; and

WHEREAS, NCTCOG and Haltom City now desire to enter into an agreement for Fiscal Years 2014-2016 to define their respective rights and responsibilities regarding cost sharing for the operation of the Trinity Railway Express; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Article 1. DEFINITIONS:

- 1.1 "Commuter rail service" means operating passenger trains for commuters by, or under the control of, the Transportation Authorities.
- 1.2 "Capital improvement" means any addition to the asset base of either Transportation Authority (1) for the sole benefit of and utilization by the commuter rail service, or (2) representing the proportionate share of joint facilities benefiting, or utilized on behalf of, Commuter Rail Service.
- 1.3 "Maintenance of way" means the labor, material, tools, and equipment required to maintain all aspects of the railroad tracks, structures, signals, and communications in the TRE Corridor.
- 1.4 "Boards" means the Board of Directors of DART and the T.
- 1.5 "Best efforts" means one party's use of all reasonable exertions to fulfill the obligations of that party under this Agreement. It does not mean an obligation to attempt to fulfill the obligations of any other party.
- 1.6 "Capital costs" means the costs to plan, engineer, design, purchase, and construct the facilities, equipment, and systems for the commuter rail service that may be depreciated in accordance with standards set by the Federal Accounting Standards Board.
- 1.7 "Operational costs" means any cost of operating the TRE that is not a "capital cost."

Article 2. ORGANIZATIONAL RELATIONSHIPS:

2.1. North Central Texas Council of Governments and Regional Transportation Council:

The North Central Texas Council of Governments (hereinafter referred to as "NCTCOG") is the Metropolitan Planning Organization for the North Central Texas region including Dallas, Fort Worth, and Haltom City. The North Central Texas Council of Governments is authorized by law to conduct coordinating and technical studies as may be required to guide the unified development of the area, eliminate duplication, and promote economy and efficiency through areawide planning. The Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy body associated with the North Central Texas Council of Governments, and has been and continues to be a forum for cooperative decisions on transportation and is charged with the responsibility of preparing and maintaining the Metropolitan Transportation Plan and Transportation Improvement Program for the Dallas-Fort Worth Metropolitan Area in accordance with applicable federal regulations.

2.2 Trinity Railway Express Monitoring Subcommittee:

The Trinity Railway Express Monitoring Subcommittee (TREMS) was created by the RTC to monitor and advise on the provision of commuter rail services by TRE between the cities of Dallas and Fort Worth.

2.3 Trinity Railway Express Advisory Committee:

DART and the T created the Trinity Railway Express Advisory Committee (TREAC) to assist the Boards on policy, budget issues, and service levels for TRE. A non-voting representative from the Trinity Railway Express Monitoring Subcommittee shall be nominated by the subcommittee and appointed by the Regional Transportation Council to the Trinity Railway Express Advisory Committee. Notice of all TRE Advisory Committee meetings, agendas, and copies of supporting materials shall be provided to the TRE Monitoring Subcommittee representative appointed by the RTC to the TRE Advisory Committee.

2.4 Companion Agreements:

NCTCOG will enter into companion agreements with the cities identified in Attachment 1.

NCTCOG will also enter into a companion agreement with the Fort Worth Transportation Authority and Dallas Area Rapid Transit as may be necessary to disburse the funds collected by NCTCOG from the cities listed in Attachment 1, including Haltom City.

Article 3. OPERATIONS AND MAINTENANCE:

3.1 Service Schedules:

Service levels shall be determined by the Transportation Authorities.

3.2 Service Quality:

The Transportation Authorities shall develop and establish the procedures to implement and ensure that the highest possible quality of service, consistent with the budget, is provided.

3.3 Haltom City or TREMS may suggest or request changes or additions to the service schedules at any time, but such requests should be made during the formation of the annual TRE operating budget and should be addressed to the Director, TRE or brought to the TREAC by the representative appointed pursuant to paragraph 2.3 above.

Article 4. COST SHARING FOR CONTINUING OPERATIONS:

4.1 General:

The parties recognize that the commuter rail service contemplated under this Agreement will create ongoing costs for operation of the service and maintenance of the assets used in its provision, as well as other recurring expenses. Such costs include compensation of Trinity Railway Express staff employed or contracted by the Transportation Authorities.

4.2 At the request of the contributing Cities, NCTCOG conducted a license plate survey to determine what adjustments, if any, should be made to the contribution amount of the individual Cities. The previous and adjusted contribution amount for each City is identified in Attachment 1. The aggregate contribution amount of all Cities remains at \$793,089.

4.3 The parties agree that Haltom City will contribute its share of the costs, as outlined in Attachment 1, for FY2014-2016, subject to any amendments hereto.

Notwithstanding the foregoing, the parties herein also recognize that the continuation of any contract or agreement after the close of any given fiscal year shall be subject to the Haltom City Council approval.

4.4 Haltom City will make an annual payment at the end of each fiscal year (September 30). One-half of the FY2014 contribution will be made at the end of FY2015 and the remaining one-half at the end of FY2016, or as otherwise mutually agreed by the Parties.

Article 5. USE OF FUNDS:

5.1 The Parties agree that NCTCOG may use the funds, contributed by the cities as outlined in Attachment 1, to leverage federal funds available to the region to implement regional air quality projects and other RTC initiatives.

Article 6. TERM AND TERMINATION:

6.1 Effective Date:

The effective date of this Agreement shall be the date on which it is executed by the parties.

6.2 Term:

This agreement shall be in effect until September 30, 2016, and may be renewed by written agreement of the parties.

6.3 Mutual Termination:

The parties may terminate this Agreement by mutual agreement at any time.

6.4 New Transportation Authority:

In the event any city identified on Attachment 1 joins an existing transportation authority or becomes or forms a new transportation authority with a dedicated source of funding for transit, the obligations under this Agreement for that city shall cease on the day the funding begins. The City's obligation under this agreement shall be transferred to the existing or new transportation authority.

Article 7. MISCELLANEOUS PROVISIONS:

7.1 Force Majeure:

It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by reason of war, civil commotion, act of terrorism, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

7.2 Contractual Relationship:

It is specifically understood and agreed that the relationship described in this Agreement between the parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Nor shall any party be liable for any debts incurred by the other party in the conduct of such other party's business or functions.

7.3 Counterparts:

This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

7.4 Complete Agreement:

This Agreement embodies all of the agreements of the parties relating to its subject matter, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all of the parties.

7.5 Captions:

The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

7.6 Governing Law and Venue:

This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Dallas and the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in either Tarrant County or Dallas County, Texas.

7.7 Severability:

In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the parties.

7.8 Changed Circumstances:

If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.

7.9 Enforcement:

If any party initiates an action to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive from the other parties all reasonable and necessary costs and expenses, including reasonable attorneys' fees and costs incurred in connection with such action.

7.10 Survival:

All of the terms, conditions, warranties, and representations contained in this Agreement shall survive, in accordance with their terms, and shall survive the execution hereof.

7.11 Incorporation of Exhibits and Schedules:

All Exhibits and Schedules attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

7.12 Reference:

The use of the words "hereof", "herein", "hereunder", and words similar import shall refer to this entire Agreement, and not to any particular section, subsection, clause, or paragraph of this Agreement, unless the context clearly indicates otherwise.

7.13 Further Assurances:

Each party agrees to perform any further acts and to sign and deliver any further documents which may be reasonably necessary to carry out the provision of this Agreement.

7.14 Notice:

Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the address(es) shown below:

If to NCTCOG: North Central Texas Council of Governments
 Michael Morris, P.E.
 Director of Transportation
 Post Office Box 5888
 Arlington, Texas 76005-5888

If to Haltom City:

Haltom City

Jennifer Fung
Director of Finance
PO Box 14246
Haltom City, TX 76117

7.15 Indemnification:

To the extent allowed by Texas law, Haltom City covenants and agrees to indemnify and hold harmless and defend and do hereby indemnify, hold harmless, and defend NCTCOG, from and against negligence claims or lawsuits for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of Haltom City, their officers, employees, and contractors, related to the performance of this agreement.

To the extent allowed by Texas law, NCTCOG covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend Haltom City, their officers, employees, and contractors, from and against claims or lawsuits for damages arising out of the performance of this agreement as a result of any negligent act or omission on the part of the NCTCOG, their officers, and employees.

IN WITNESS HEREOF, the parties hereto have executed this Agreement in duplicate original on the _____ day of _____, 2015.

HALTOM CITY

**NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS**

David Averitt
Mayor

R. Michael Eastland
Executive Director

ATTACHMENT 1

ANNUAL COST SHARING ALLOCATION (FY2014-2016)

	<u>FY2011-2013</u>	<u>FY2014-2016*</u>	<u>DIFFERENCE</u>
Arlington	\$237,046	\$202,841	-\$34,205
Bedford	\$104,488	\$90,456	-\$14,032
Colleyville	\$12,935	\$17,360	+4,425
Eules	\$106,675	\$138,882	+32,207
Grand Prairie	\$69,764	\$120,607	+50,843
Grapevine	\$50,567	\$34,720	-\$15,847
Haltom City	\$38,705	\$31,979	-\$6,726
Hurst	\$98,168	\$90,456	-\$7,712
<u>North Richland Hills</u>	<u>\$74,741</u>	<u>\$65,786</u>	<u>-\$8,955</u>
Total	\$793,089	\$793,089	\$0

*FY2014-2016 contribution amounts were adjusted based on an NCTCOG license plate survey conducted in September 2014.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 9, 2015

Department: Finance

Subject: Resolution No. R-2015-025-03
Amending Appendix C of the Code of Ordinances

BACKGROUND

The various departments of the City are responsible for collecting a wide variety of fees for permits, services, fines and other charges that are all part of the everyday operations of municipal government. Since 2003, the fees have been incorporated into a single ordinance.

The attached resolution replaces Appendix C of the code, which details the fees by department and discloses the existing and proposed rates for each type of service.

The changes recommended by the Staff include:

- Animal Services (page 2)
 - Cat Trap – Refundable deposit from \$30 to \$60
 - Licensing fee per animal
 - Altered \$7.00
 - Un-altered \$15.00
 - Replace tag \$5.00
 - Senior citizen – no charge
- Permits and Inspection (pages 3 and 4)
 - Landscape Fees
 - Payment into Parkland Dedication Fund in lieu of required tree \$500
 - Payment into Parkland Dedication Fund in lieu of required shrub \$250
 - Payment into Parkland Dedication Fund in lieu of required buffer area \$250
 - Public Work Fees related to Building Permits
 - Asphalt Street Cut from \$50 to \$400
 - Concrete Street Cut from \$50 to \$1,000
 - Street Bore from \$50 to \$1,000
 - Safe Pathways Fund (payment in lieu of sidewalk construction) \$10 to \$25 per linear foot
 - Public Infrastructure Construction Inspection from 5% to 5.5% of construction cost
- Engineering (page 6)
 - Pipeline Inspection Fee 5% to 5.5% of construction cost in ROW
- Environmental Services (pages 7 and 8)
 - Backflow Tester Registration – For One Year from \$50 to \$100
 - Public Swimming Pool (These Fees are paid directly to Tarrant County)
 - Plan Review and Open Inspection \$150
 - Annual Permit \$50 to \$250

- Required Inspection \$75
 - Wastewater sampling Fees
 - Metals Composite Sampling Fee – Per Sample \$50 to \$255
 - Oil/Grease and Cyanide Grab Sampling Fee – Per Sample from \$20 to \$80
 - Cyanide Grab Sampling Fee – Per Sample \$50
 - Total Toxic Organics Grab Sampling Fee – Per Sample \$615
 - Biochemical Oxygen Demand Sampling Fee – Per Sample \$55
 - Food Program Fees (New Fees pay directly to Tarrant County) (refer to Fee Schedule)
- Finance (page 9)
 - Garage Sales Permit – no refund for returning of stake
- Fire Code Permit Fees (Page 10)
 - Fire Code Permits maximum charge from \$150 to \$165
- Library (Page 12)
 - Refundable Deposit for GED, SAT, ASVAB books or other exam guides from \$5 to \$15
 - Black and White printing from public coin operated machine - \$0.10 per page
 - Color printing from public coin operated machine - \$0.50 per page
- Planning and Community Development (Page 15)
 - Application and Variance Fees
 - Platting Application – Commercial from \$120 plus \$1.50 Per Acre to \$120 plus \$10.50 per Acre
 - Platting Application – Residential \$300 plus \$1.50 Per Acre to \$300 plus \$10.50 per Acre
 - Application for Variance – Zoning Board of Adjustment (Non-Refundable) from \$157 to \$300
 - Application for Conditional Use Permit (Non-refundable) \$300 plus \$10.50 per Acre
 - Application for Rezoning (Non-refundable) \$300 plus \$10.50 per Acre
 - Application for Carports (Non-refundable) from \$175 to \$300
 - Application for Variance – Masonry Ordinance from \$100 to \$300
 - Zoning Verification Letter from \$25 to \$50
- Water and Sanitary Sewer Connection (Page 16)
 - Water Meter/Box Set Only – No Tap
 - ¾ Inch Meter from \$100 to \$400
 - 1 Inch Meter from \$250 to \$500
 - 2 Inch Non-Compound Meter \$600
 - 2 Inch Compound Meter \$1,200
 - Water Meter/Box Set Only – And Tap
 - ¾ Inch Meter from \$600 to \$750
 - 1 Inch Meter from \$700 to \$900
 - 2 Inch Non-Compound Meter \$1,800
 - 2 Inch Compound Meter \$2,500
 - 4 Inch Meter and Large Tap Inspection (Task performed by contractor under City supervision) \$100
 - Sanitary Sewer Connection
 - Sewer Tap Connection Inspection from \$300 to \$100
 - From Bullnose Set to Bullhead Set \$100
- Utility Billing (Pages 20-21)
 - Fire Hydrant Water Meter – Per Meter (refundable) from \$1,500 to \$2,100
 - Water Rates and Sewer Rates changes are approved by City Council on 10/5/2015, Ordinance O-2015-023-01

FISCAL IMPACT

In many, if not most, cases the fees changes have had little to no financial impact for the City. Some of the fees are directly paid to Tarrant County. Few of the proposed fees are tied to low volume activities that cost more to accomplish due to the infrequent nature of the service.

Each Department Head will be prepared to discuss the impact of changes to fees in their respective areas.

RECOMMENDATION

Staff recommends that the City Council approve Resolution No. R-2015-025-03, amending Appendix C of the Code of Ordinances.

ATTACHMENTS

Resolution No. R-2015-025-03
Fee Schedule (Exhibit “A”)

RESOLUTION NO. R-2015-025-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALTOM CITY, TEXAS, AMENDING THE FEE SCHEDULE OF APPENDIX C OF THE CODE OF ORDINANCES, CITY OF HALTOM CITY, TEXAS.

WHEREAS, Ordinance O-2005-041-03 (“the Ordinance”) governs the fees charged by the City for goods and services provided; and

WHEREAS, Section 2 of Ordinance O-2005-041-03 specifies that Attachment “A” to the Ordinance may be amended by a resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY, TEXAS:

SECTION I.

The schedule attached to this resolution, hereinafter known, as Exhibit “A” shall establish the fees to be charged for the City goods and services named in the attachment.

SECTION II.

Appendix C of the Code of Ordinances, City of Haltom City, Texas is hereby amended to read as shown in the attached and incorporated Exhibit “A” hereto.

SECTION III.

This resolution shall be effective for all services rendered and products sold effective _____.

APPROVED this 9th day of November, 2015.

David Averitt
Mayor

Attest:

Art Camacho
City Secretary

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
A. Administrative Charges			
<i>Copies/Public Records</i>			
1	Paper Copy - Standard Size 8 ½ x 11 or 8 ½ x 14 (One to Ten Pages) If two sides, counts as two copies.	\$0.10	
2	Paper Copy - Standard Size 8 ½ x 11 or 8 ½ x 14 (Eleven or More Pages) If two sides, counts as two copies - Per Page	\$0.10	
3	Paper Copy - Larger than 8 ½ x 14 (If two sides, counts as two copies) - Per Page	\$0.50	
4	Computer Diskette-Per Diskette (when available)	\$1.00	
5	Computer CD - Per CD (when available)	\$1.00	
6	Audio Cassette	\$2.50	
7	VHS/DVD Duplication of Council Meeting/Open Record	\$2.50/\$3.00	
8	VHS/DVD Duplication of Program not Council Meeting/Open Record	\$8.00/VHS \$15.00/DVD	
9	Personnel Charge For Research - Per Hour	\$15.00	
10	Certified Copy - Each Certification (Plus additional cost of document)	\$5.00	
<i>Microfiche/Microfilm</i>			
11	Paper Copy - Standard Size 8 ½ x 11 or 8 ½ x 14 - Per Page	\$0.10	
<i>Notary Fees</i>			
12	Acknowledgements, Certified Copies, Jurat's, Oaths and Affirmations, Proof of Acknowledgement - Per	\$6.00	
13	Protests - Per Document	\$5.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
B. Animal Services			
<i>Adoption/Surrender</i>			
1	Adoption All Species - Per Animal	\$45.00	
	Spay/Neuter	\$60.00	
	Rabies Shots	\$15.00	
2	Surrender Fee All Species - Per Animal	\$30.00	
	Surrender Fee All Species - Bite Investigation	\$40.00	
	Surrender Fee All Species - Unaltered, No Rabies	\$75.00	
	Surrender Fee All Species - Altered, No Rabies	\$45.00	
	Surrender Fee All Species - Unaltered, Rabies	\$65.00	
	Surrender Fee All Species - Altered, Rabies	\$30.00	
3	Deceased Animal Pickup - From Veterinarian - per animal	\$10.00	
4	Deceased Animal Pickup - From Citizen - Small Animal (Less than 30 pounds) - per animal	\$10.00	
5	Deceased Animal Pickup - From Citizen - Large Animal (Over 30 pounds) - per animal	\$10.00	
<i>Offense Fees</i>			
6	Impoundment of Altered Animal - Per Animal	1st Offense \$15.00 2nd Offense \$30.00 After 2nd Offense \$60.00	
7	Impoundment of Unaltered Animal - Per Animal	1st Offense \$30.00 2nd Offense \$60.00 After 2nd Offense \$100.00	
8	Impoundment of Animal in Estrus - Per Animal	\$50.00	1st Impoundment
	Incremental increase in fee for each additional impoundment	\$10.00	in addition to \$50 fee
	Pet Registration subsequent to impoundment	\$10.00	
9	Boarding Fee All Species - Per Day Per Animal	plus the \$10.00 impound fee	
10	Quarantine All Species - Per Day Per Animal	\$30.00	
	Incremental increase in fee for each additional quarantine	\$30 in addition to \$30 fee	
<i>Trap Rental Fees</i>			
11	Cat Trap Refundable deposit	\$30.00 refundable deposit	\$60.00
12	Dog Trap Refundable deposit	\$100.00 refundable deposit	
13	Licensing Fee per animal Required Minimum Age 4 months and older	altered un-altered replace tag (Senior Citizen-No Charge)	\$7.00 \$15.00 \$5.00

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate									
C. Permit Fees												
Building Permit Fees												
1	a. Electrical Permit Fees b. Elevator Permit Fees c. Elevator Annual Certificates of Inspection Fees d. Grading Plan Review Fees e. Grading Permit Fees	To obtain these fees in their entirety, refer to The Uniform Administrative Code, 1997 Edition, published by the International Conference of Building Officials. (Adopted as the official administrative code of Haltom City.) See Ordinance No. 0-98-055-18										
		<table border="0"> <tr> <td style="text-align: center;">Valuation</td> <td style="text-align: center;">Base Fee</td> <td style="text-align: center;">Amount Over Base Fee</td> </tr> <tr> <td>f. Building Permit Fees (Includes building, sign, commercial fence, commercial paving, and similar construction)</td> <td>\$1 to \$500 \$501 to \$2,000 \$2,001 to \$25k \$25,001 to \$50k</td> <td>\$23.50 \$23.50 \$73.30 \$424.28</td> </tr> <tr> <td></td> <td>\$50,001 to \$100,001 to \$500,001 to \$1 Over \$1 mil</td> <td>\$0.00 \$3.32 per \$100 \$15.26 per \$1k \$11.10 per \$1k \$701.78 \$7.63 per \$1k \$1,083.28 \$6.10 per \$1k \$3,523.28 \$5.18 per \$1k \$6,118.46 \$3.98 per \$1k</td> </tr> </table>	Valuation	Base Fee	Amount Over Base Fee	f. Building Permit Fees (Includes building, sign, commercial fence, commercial paving, and similar construction)	\$1 to \$500 \$501 to \$2,000 \$2,001 to \$25k \$25,001 to \$50k	\$23.50 \$23.50 \$73.30 \$424.28		\$50,001 to \$100,001 to \$500,001 to \$1 Over \$1 mil	\$0.00 \$3.32 per \$100 \$15.26 per \$1k \$11.10 per \$1k \$701.78 \$7.63 per \$1k \$1,083.28 \$6.10 per \$1k \$3,523.28 \$5.18 per \$1k \$6,118.46 \$3.98 per \$1k	Not a new rate but clarification of existing rate
Valuation	Base Fee	Amount Over Base Fee										
f. Building Permit Fees (Includes building, sign, commercial fence, commercial paving, and similar construction)	\$1 to \$500 \$501 to \$2,000 \$2,001 to \$25k \$25,001 to \$50k	\$23.50 \$23.50 \$73.30 \$424.28										
	\$50,001 to \$100,001 to \$500,001 to \$1 Over \$1 mil	\$0.00 \$3.32 per \$100 \$15.26 per \$1k \$11.10 per \$1k \$701.78 \$7.63 per \$1k \$1,083.28 \$6.10 per \$1k \$3,523.28 \$5.18 per \$1k \$6,118.46 \$3.98 per \$1k										
	g. Mechanical Permit Fees h. Plumbing Permit Fees i. Plan Review Fee j. Site Plan Review Fee	<table border="0"> <tr> <td></td> <td>Base Fee \$27.50</td> </tr> <tr> <td></td> <td>Base Fee \$27.50</td> </tr> <tr> <td></td> <td>65% of Permit Fee</td> </tr> <tr> <td></td> <td>No Charge</td> </tr> </table>		Base Fee \$27.50		Base Fee \$27.50		65% of Permit Fee		No Charge	Not a new rate but clarification of existing rate	
	Base Fee \$27.50											
	Base Fee \$27.50											
	65% of Permit Fee											
	No Charge											
Building Code Fees												
2	Certificate of Occupancy - Initial New Business Permit or if any change in use or ownership	\$50.00										
3	General Contractor Registration - Initial	\$100.00										
4	General Contractor Registration - Annual Renewal	\$50.00										
5	Master Electrician License - Initial	\$100.00										
6	Master Electrician License - Annual Renewal	\$50.00										
7	Journeyman Electrician License - Initial	\$25.00										
8	Journeyman Electrician License - Annual Renewal	\$15.00										
9	Mechanical Contractor License - Initial	\$100.00										
10	Mechanical Contractor License - Annual Renewal	\$50.00										
11	Irrigation License - Initial	\$100.00										
12	Irrigation License - Annual Renewal	\$50.00										
13	A/C Contractor License - Initial	\$100.00										
14	A/C Contractor License - Annual Renewal	\$50.00										
15	Street Contractor License - Initial	\$100.00										
16	Street Contractor License - Annual Renewal	\$50.00										
Cemetery Fees												
17	Permit Fee For Erecting a Memorial	\$47.50										
18	Grave Inspection	\$65.00										
19	Saturday or Sunday Grave Inspection	\$120.00										
Landscape Fees												
20	Payment into Parkland Dedication Fund in lieu of required tree	\$500.00	New Fee									
	Payment into Parkland Dedication Fund in lieu of required shrub	\$250.00	New Fee									
	Payment into Parkland Dedication Fund in lieu of required buffer area	\$100.00 per every 15 sq. feet	New Fee									
C. Permit Fees (continued)												

Public Works Fees (Related to Building Permits and Public Infrastructure Construction)

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
21	Asphalt Street Cut	\$50.00	\$400.00
22	Concrete Street Cut	\$50.00	\$1,000.00
23	Street Bore	\$50.00	\$1,000.00
24	Curb and Gutter - Per Linear Foot	\$2.00	
25	Sidewalk Inspection	\$2.00 per linear foot	
26	Safe Pathways Fund (payment in lieu of sidewalk construction)	\$40.00 per linear foot	\$25.00
27	Driveway Approach Permit	\$25.00	
28	Driveway Approach Subsequent Inspections - Per Inspection	\$10.00	
29	Abandoning/Vacating of Easement and/or Right of Way (If not part of plat)	\$100.00	
30	Public Infrastructure Construction Inspection	5% of the actual construction cost of the proposed infrastructure to be dedicated to the City of Haltom City.	5.5%
31	Flood Plain Permit Residential	\$25.00	
32	Flood Plain Permit - Commercial	\$50.00	
Miscellaneous Permits and Fees			
33	Construction Permit	2% of construction cost	
34	Mobile Home Inspections - Per Month Per Trailer	\$2.00	
35	Grass Cutting Administrative Cost - Per Lot/Tract	\$250.00	
36	Grass Cutting Hourly Rate - Per Lot	\$65.00 plus \$250.00 administrative cost	
37	Grass Cutting Hourly Rate - Per Tract	\$80.00 plus \$250.00 administrative cost	
38	Contractor Fire Sprinkler Connection Tap Fee - Per Connection	\$100.00	
39	Residential Fence Permit (6' 30" minimum height)	\$27.50	Change minimum height
40	Irrigation System Permit	\$140.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
D. City Secretary			
<i>License and Permits</i>			
1	Amusement Machine License - Four Machines or Less	\$100.00	
2	Amusement Machine License - Five Machines or More	\$300.00	
3	Occupation Tax Annual License -Per Amusement Machine	\$15.00 or 25% of the amount of the annual occupation tax charged by the State	
4	Pool Hall - Annual License Per Table	\$15.00	
5	Solicitor's Permit - Annual Permit	\$100.00	
6	BQ - Wine and Beer Off Premise Permit	\$30.00	
7	RM - Mixed Beverage Restaurant Permit with Food and Beverage Certificate	\$375.00	
<i>Documents</i>			
8	Emergency Management Plan (Basic Only) - Paper Copy - Per Page	\$0.10 plus \$15.00 per hour personnel charge	
9	Emergency Management Plan (Annexes Only) - Paper Copy - Per Page	\$0.10 plus \$15.00 per hour personnel charge	
10	Emergency Management Plan (Basic Plan and/or Annexes) - CD (Computer Disk) - Per CD when available	\$5.00	
11	Board and Commission Book	\$5.00	
12	City Charter - Bound Book	\$5.00	
13	City Code Book - Entire Book - Per Copy	\$300.00	
14	City Code Supplement	\$40.00	
15	Sexually Oriented Business Ordinance - Bound Copy	\$8.00	
<i>Faxing Fee - Open Records Requests</i>			
16	Local Number - Per Page	\$1.00	
17	Long Distance Number	U. S. Mail will be used on open records requests that have a long distance fax telephone number.	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate	
E. Engineering				
<i>Permits and Inspections</i>				
4	Concrete Surface Streets—Per Street Cut	\$50.00	These Fees are in Section C: Permit Fees under the Sub-Section: Public Works Fees	
2	Concrete Five Inch—Per Street Cut	\$50.00		
3	Asphalt Surface Streets—Per Street Cut	\$50.00		
4	Curb and Gutter—Per Linear Foot	\$2.00		
5	Sidewalk Inspection	\$2.00 per linear foot		
5b	Safe Pathways Fund payment in lieu of sidewalk construction	\$36.00 per linear foot		
6	Driveway Approach Permit	\$25.00		
7	Driveway Approach Subsequent Inspections—Per Inspection	\$10.00		
8	Abandoning/Vacating of Easement and/or Right of Way—(If not part of plat)	\$100.00		
9	Public Infrastructure Construction Inspection	5% of the actual construction cost of the proposed infrastructure to be dedicated to the City of Haltom City.		
10	Flood Plain Permit Residential	\$25.00		
11	Flood Plain Permit—Commercial	\$50.00		
<i>Documents</i>				
1	Blue Line or Black Line Printing 24" x 36" Sheet - Cost Per Sheet	\$25.00		
2	Full Color Printing 24" x 36" Sheet - Cost Per Sheet	\$35.00		
3	Blue Line or Black Line Printing 11" x 17" Sheet - Cost Per Sheet	\$5.00		
4	Standard Details of Construction - Booklet	\$50.00		
5	Standard Details of Construction - Computer Diskette or CD	\$25.00		
6	Topography of Entire City - CD only	\$100.00		
<i>Gas Drilling and Production Fees</i>				
7	Drilling Permit Fee	\$10,000.00	5.5%	
8	Seismic Service Fee	\$500.00		
9	Pipeline Inspection Fee	5% of construction cost in ROW		
10	Blanket Permit Fee	\$10,000.00 per well head		
11	Amended Permit Fee	\$1,000.00		
12	Operator Transfer Fee	\$1,000.00		
13	Annual Permit Fee	\$2,000.00		
14	Inspections	Actual Cost		
15	Technical Advisor	Actual Cost		
16	Appeal	\$500.00		

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
F. Environmental Services			
<i>Permits and Inspections</i>			
1	Liquid Waste Transport Fee - 1st Vehicle	\$240.00	
2	Liquid Waste Transport Fee - Each Additional Vehicle	\$170.00	
3	Trip Ticket Book Liquid Waste Transport - Per Book	\$10.00	
4	Backflow Tester Registration - For One Year	\$50.00	\$100.00
5	Test Booklet - Per Booklet	\$10.00	
Public (not for single family residential) Swimming Pool, Spa & Interactive Water Feature Fees (Fees Paid Directly to Tarrant County)			
6	Permit/Inspection Fee 1st Pool or Spa—Annual—Renewal Plan Review and Opening Inspection	\$150.00	
7	Permit/Inspection Fee Each Additional Pool or Spa—Annual—Renewal—Annual Permit	\$50.00	\$250.00
8	Required Reinspection		\$75.00
Industrial User Wastewater Discharge Permitting Fees			
9	City of Fort Worth Pretreatment Contract fees which vary depending on compliance and changes to industrial facility (plus additional Haltom City Administrative Fees below):		
	Haltom City Significant Industrial User (Annual Fee)	\$500.00	
	Administrative fee per compliance issue (see Haltom City's Enforcement Response Plan)	\$200.00	
Wastewater Sampling Fees			
10	Metals Composite Sampling Fee - Per Sample	\$50.00	\$255.00
11	Oil/Grease and Cyanide Grab Sampling Fee - Per Sample	\$20.00	\$80.00
12	Cyanide Grab Sampling Fee - Per Sample		\$50.00
13	Total Toxic Organics Grab Sampling Fee - Per Sample		\$615.00
14	Biochemical Oxygen Demand Sampling Fee - Per Sample		\$55.00
15	Total Suspended Solids Sampling Fee - Per Sample		\$40.00
Food Program Fees (Fees Paid Directly to Tarrant County)			
1	Food Store		
	≤ 5000 sq. ft		\$200.00
	> 5000 sq. ft		\$300.00
2	Food Service		
	≤ 500 sq. ft		\$100.00
	> 500≤1500 sq. ft		\$150.00
	>1500≤3000 sq. ft		\$200.00
	>3000≤6000 sq. ft		\$250.00
	>6000 sq. ft		\$300.00
3	Child Care Food Service		\$150.00
4	Catering Operation		\$250.00
5	Food Court (per establishment)		\$200.00
6	Adjunct Operation		

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
	Food Service (per independent operation)		\$150.00
	Food Store ≤ 5000 sq. ft (per independent operation)		\$150.00
	Food Store ≥ 5000 sq. ft (per independent operation)		\$200.00
7	Commissary		
	No food prep		\$100.00
	With food prep		\$200.00
8	Mobile Units		
	Prepackaged food only		\$100.00
	Open and/or food prep		\$200.00
	Push Carts		\$200.00
9	Plan Review		
	≤ 500 sq. ft		\$0.00
	> 500 ≤ 3000 sq. ft		\$50.00
	> 3000 sq. ft		\$100.00
10	Late Fee		
	From 1-30 days	10% of fee owed	
	From 31-60 days	20% of fee owed	
	The late fee increases 10% for each 30 day block until permit fee and late fee is paid.		
	Permits that are more than 90 days overdue will be void and required to reapply.		
11	Reinspection Fee		
	Required reinspection		\$75.00

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
G. Finance			
1	Bound Hardcopy of Budget	\$40.00	
2	Bound Hardcopy of Annual Audit	\$40.00	
3	Garage Sale Permit - Per Sale (Maximum of Four (4) Sales Per Calendar Year)	\$7.00	(\$2.00 refund if stake is returned)

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
H. Fire Department			
<i>Fire Code Permit Fees</i>			
1	Fire Code Permits - Per Permit (Maximum charge per facility -\$150.00- \$165 regardless of number of permits at one location) To obtain the entire list of tables with a description of each individual permit, refer to the 2003 2012 <i>International Fire Code</i> .	\$55.00	Maximum Charge changed to \$165
2	Open Burning	\$300.00	
3	Temporary membrane structures, tents and canopies	\$175.00	
4	Automatic Fire Sprinkler Systems	\$100.00 1 to 19 heads \$125.00 20 or more heads plus \$50.00 per floor for each floor over one	
5	Stand-by/Fire Watch Personnel-Per Hour	\$45.00	
6	Fire Alarm Systems	\$100.00 2-5 initiating devices \$125.00 6 or more initiating devices plus \$45.00 per floor for each floor over one	
7	Standpipe Installation - New - Per Riser	\$100.00	
8	Standpipe Testing - Required every 5 years - Per Riser	\$50.00	
9	Pre-engineered Extinguishing System - New System	\$150.00	
10	Pre-engineered Extinguishing System - Existing System	\$100.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
H. Fire Department (continued)			
11	Multi-Family Safety Inspections (Per Dwelling Unit) - Annual Fee	\$0.85 per unit per month	
12	Fire Protection Contractor's Fee - Initial	No charge	
13	Fire Protection Contractor's Fee - Annual Renewal	No charge	
14	Fire Hydrant Flow Test - Per Test	\$75.00	
15	Plan Review - Per Plan	\$250.00	
16	Re-Inspection Fee (After 3rd visit if no compliance) - Per Occurrence	Refer to <i>The Uniform Administrative Code, 1997 Edition</i> , published by the International Conference of Building Officials. (Adopted as the official administrative code of the City.) Ordinance No. 0-98-055-18	
17	Fireworks Display	\$300.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
I. Library			
<i>Fees</i>			
1	Initial Library Card	No Charge	
2	Replacement Card	\$2.00	
3	Overdue Material (including books, audio and video cassettes, DVDs etc.) - Cost Per Item, Per Day	\$0.20	
4	Lost or Damaged Material such as hardback books, audio and video cassettes, DVDs, CDs, talking books and puzzles	Cost of item. Refundable if found and returned in good condition.	
5	Interlibrary Loan Borrowing Fees	\$3.00	
6	Refundable Deposit for GED, SAT, ASVAB books and other exam guides	\$5.00	\$15.00
Copy and Print Fees - Patron Personal Documents			
7	Paper Copy Public Coin Operated Machine - Per Page	\$0.10	
8	Paper Copy City Copier - Per Page Black and White printing from public coin operated machine Color printing from public coin operated machine	\$0.10	\$0.10 \$0.50
9	Black and white printing - Per Page (Documents from Public Use Computers)	\$0.10	
10	Color printing - Per Page (Documents from Public Use Computers)	\$0.50	
Miscellaneous Charges			
11	New Blank Computer Diskette/ Compact Disc - Per Diskette/CD	\$1.00	
12	Flash Drive	\$6.50	
13	Earbuds	\$2.00	
Faxing Fee - Send and/or Receive Personal Faxes For Patron			
12	Local Number send or receive - Per Page	\$1.00	
13	Long Distance Number send or receive (Continental US Only) - Per Page	\$1.00	
Meeting Room Deposit			
14	Reservation /Cleaning Deposit - Refundable	\$50.00	
Meeting Room Usage Charges			
15	1/2 Room w/o Kitchenette - resident (2 hour minimum)	per hour	\$15.00
16	1/2 Room w/o Kitchenette - nonresident (2 hour minimum)	per hour	\$25.00
17	1/2 Room w/ Kitchenette - resident (2 hour minimum)	per hour	\$20.00
18	1/2 Room w/ Kitchenette - nonresident (2 hour minimum)	per hour	\$30.00
19	Full Room - resident (2 hour minimum)	per hour	\$30.00
20	Full Room - nonresident (2 hour minimum)	per hour	\$50.00
21	Business Rates (minimum 2 hours)	per hour	above rates X 2
22	Board room (deposit applies)		no charge

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
J. Parks and Recreation			
Gym Use (No Fitness Room Privileges)			
1	Initial Recreation Card - HC Resident, Business Owner, or City Employee	\$3.00	
2	Daily Gym Use Non-Resident - Per Visit	\$5.00	
3	Gym Use Non-Resident (unlimited visits) 1 Year Membership - Annual Renewal	\$50.00	
4	Replacement Card	\$5.00	
Fitness Room (Must be 16 years and up)			
5	Fitness Room Membership Resident - Per Year	\$75.00	
	plus	\$35.00	for each additional family member living in the same household - maximum 4
6	Fitness Room Membership Non-Resident - Per Year	\$140.00	
	plus	\$70.00	for each additional family member living in the same household - maximum 4
7	Fitness Room Membership Resident Family - Per Year	\$120.00	up to 4 members
8	Fitness Room Membership Non-Resident Family - Per Year	\$240.00	up to 4 members
9	Fitness Room Membership HC City Employee - Per Year	no charge	
10	Fitness Room Membership - Resident Senior Rate (60 & up) - Per Year	\$30.00	
11	Fitness Room Membership - Non- Resident Senior Rate (60 & up) - Per Year	\$60.00	
12	Fitness Room Membership Resident - Per Month	\$10.00	
13	Fitness Room Membership Non-Resident - Per Month	\$20.00	
14	Fitness Room Replacement ID	\$5.00	
Gym Rental			
15	Youth Gym Rental Resident - Per Hour	\$40.00	
16	Adult Gym Rental Resident - Per Hour	\$50.00	
17	Gym Cleaning Deposit	\$50.00	
18	Tournament Fee- Full Day (9am to 5pm)	\$250.00	
Park and Ball Field Rental			
19	Ball Field Rental Without Lights - Per hour	\$10.00	
20	Ball Field Rental With Lights - Per hour	\$15.00	
21	Tournament Fee (With Lights) - Full Day (8:00 am - 11:00 pm)	\$100.00 / Field	
22	Light Key Deposit - Refundable (Cash Only)	\$30.00	
Park Facility Fees and Deposits			
23	Shelter Reservations - Per Hour (2 Hour Minimum)	\$10.00	
24	Tennis Courts	No Charge	
25	Restroom Key Deposit - Refundable (Cash Only)	\$30.00	
Recreation Center Room Rental			
26	Single Room Resident - Per Hour	\$20.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
27	Single Room Cleaning Deposit - Refundable	\$30.00	
28	Multi-Purpose Room Resident - Per Hour	\$40.00	
29	Multi-Purpose Room Cleaning Deposit - Refundable	\$50.00	
30	Room Rental for Non-profit groups	No charge	
31	Staffing fee per hour (after hours rental)	\$25.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
K. Planning and Community Development			
<i>Application and Variance Fees</i>			
1	Application for Preliminary Platting - Commercial (Non-Refundable)	\$120.00	
	plus \$1.50 Per Acre		plus \$10.50 per acre
2	Application For Preliminary Platting - Residential (Non-Refundable)	\$300.00	
	plus \$1.50 Per Acre		plus \$10.50 per acre
3	Application For Final Platting - Commercial (Non-Refundable)	\$120.00	Delete
	plus \$1.50 Per Acre		
4	Application For Final Platting - Residential (Non-Refundable)	\$300.00	Delete
	plus \$1.50 Per Acre		
5	Application For Re-Platting - Commercial (Non-Refundable)	\$120.00	Delete
	plus \$1.50 Per Acre		
6	Application For Re-Platting - Residential (Non-Refundable)	\$300.00	Delete
	plus \$1.50 Per Acre		
7	Application For Amended Plat - Commercial (Non-Refundable)	\$120.00	Delete
	plus \$1.50 Per Acre		
8	Application For Amended Plat - Residential (Non-Refundable)	\$300.00	Delete
	plus \$1.50 Per Acre		
9	Application For Variance - Zoning Board of Adjustment (Non-Refundable)	\$175.00	\$300.00
10	Application For Variance - Housing Advisory (Non-Refundable)	\$175.00	Delete
14	Application For Variance - Sign Board of Adjustment (Non-Refundable)	\$150.00	Delete
12	Council Variance (Non-Refundable)	\$300.00	
13	Application For Conditional Use Permit (Non-Refundable) Plus per acre charge	\$300.00	plus \$10.50 per acre
14	Application For Rezoning (Non-Refundable) Plus per acre charge	\$300.00	plus \$10.50 per acre
15	Application For Special Exception - Zoning Board of Adjustment (Non-Refundable)	\$300.00	
16	Application For Carports (Non-Refundable)	\$175.00	\$300.00
16.1	Application for Variance - Masonry Ordinance	\$100.00	\$300.00
<i>Miscellaneous Fees</i>			
17	Comprehensive Land Use Plan Not Sold - Available at www.haltomcitytx.com	No Charge	
18	Copy of Zoning Ordinance	\$35.00	
19	Copy of Subdivision Ordinance	\$25.00	
20	Copy of Zoning Map - Available at www.haltomcitytx.com	No Charge	
21	Sign Ordinance (Bound Copy)	\$10.00	
22	Zoning Verification Letter	\$25.00	\$50.00
23	Parkland Dedication Fee Per Dwelling Unit	\$250.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
L. Police Department			
<i>Miscellaneous Fees</i>			
1	Incident Report	\$4.00	
2	Accident Report	\$6.00	
3	Alarm Permit - Residential - Annual Renewal	\$25.00	
4	Alarm Permit - Commercial - Annual Renewal	\$50.00	
5	False Alarm Response - Per Response After Five False Alarms in a 12 Month Period	\$50.00	
6	Special Events Permits - Per Event	\$40.00	
M. Water and Sanitary Sewer Connection			
<i>Water Meter/Box Set Only - NO TAP</i>			
1	¾ inch Meter and Box Set	\$100.00	\$400.00
2	1 inch Meter and Box Set	\$250.00	\$500.00
3	2 inch Non-Compound Meter	\$600.00	NOTE: This is what we are charging today.
4	2 inch Compound Meter	\$1,200.00	
<i>Water Meter/Box AND Tap</i>			
5	¾ inch Meter and Box	\$600.00	\$750.00
6	1 inch Meter and Box	\$700.00	\$900.00
5	¾ inch Meter and Box	\$600.00	
6	1 inch Meter and Box	\$700.00	
7	2 inch Non-Compound Meter and Box	\$1,800.00	
8	2 inch Compound Meter	\$2,500.00	
9	4 inch Meter and Box and Larger Tap Inspection	Task performed by contractor under City supervision.	\$100.00
10	Relocate Meter - Per Meter	Actual Cost	
<i>Sanitary Sewer Connection Miscellaneous Fees</i>			
11	Sewer Tap - Per Connection Inspection	\$300.00	\$100.00
12	Relocate Meter - Per Meter	Actual Cost	This item was moved above (Item #10)
<i>Miscellaneous Fees</i>			
12	High Hazard Assemblies (Reduced Pressure Principle Assembly) Annual Registration	No Charge	
13	Backflow Prevention Assembly Test - Per Assembly	No Charge	
14	Backflow Prevention Assembly Re-Test - Per Assembly	No Charge	
15	Bullnose Bullhead Set	\$100.00	Not a new rate but clarification of existing rate
N. Water & Sewer Impact Fees			
To obtain a schedule of these fees and the structure of the charges in their entirety, refer to Exhibit E, <i>Schedule for Collection of Water and Sewer Impact Fees for Haltom City and Fort Worth</i> . (Haltom City Impact Fee) Ordinance No. 2002-011-16			

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
1	3/4" Water Meter Wastewater	\$1,166.54 \$2,115.33	
2	1" Water Meter Wastewater	\$1,948.11 \$3,532.61	
3	2" Water Meter Wastewater	\$6,217.64 \$11,074.74	
4	4" Water Meter Wastewater	\$19,446.14 \$35,262.63	
5	6" Water Meter Wastewater	\$38,880.63 \$70,504.11	
6	8" Water Meter Wastewater	\$62,211.34 \$112,810.81	
7	8" Water Meter Wastewater	\$89,438.27 \$162,182.72	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
O. Utility Billing			
Penalties			
1	Fire Hydrant Water Meter - No Reading Penalty	\$200.00	
2	Late Charge Penalty (to be levied one day after due date fifteen (15) days after the actual billing date)	10%	
Service Charges			
3	Currency and Coin Counting Bills (\$1,\$5,\$10,\$20,\$100,etc.) per item when banded or bandable Coin rolls (Per roll) Bags of unrolled coins (Per Bag)	\$0.009 \$0.09 \$4.00	
4	Account Transfer Fee - Per Transfer	\$20.00	
5	After Hours Turn On (5:00 pm to 8:00 am. Monday - Friday or weekends and holidays) - Per Turn On	\$25.00	
6	Jumper Removal - Per Jumper	\$150.00	
7	Meter Lock - Per Incident	\$30.00	
8	Meter Re-read (Customer request) There is no charge if error is discovered - Per Re-Read	\$15.00	
9	Meter Pull - Per Incident	\$75.00	
10	Meter Tampering/Cut Lock - Per Incident	\$75.00	
11	Meter Testing Fee (Residential) - Per Test	\$75.00	
12	Meter Testing Fee (Other) - Per Test	Actual replacement cost plus labor	
	3/4" Meter	\$100.00	
	1" Meter	\$175.00	
	2" Meter	\$200.00	
	2" Compound Meter	\$100.00	
13	Returned Check/Bank Draft - Per Check/Bank Draft Return	\$35.00	
14	Second Trip Turn On - Per Trip	\$15.00	
15	Cutoff Fee - Per Cutoff	\$30.00	
16	Warning Fee (Door Hanger or in Person) - Per Warning or Door Hanger	\$30.00	
17	Newcomer's List - One to ten pages Eleven pages or more - Per Page (two sides count as two copies)	No Charge \$0.10	
Deposits			
18	Deposit - Exemptions	Deposits shall not be required for accounts of the Birdville Independent School District.	
19	Deposit - Waiver	If a business currently has an account at one existing location and the deposit has been refunded at the current account because the account has met all the requirements for a deposit refund, the business may open additional business locations within Haltom City without a deposit requirement on the additional business accounts. This includes irrigation accounts.	
20	Apartments (Commercial) - Standard Deposit (Refundable)	Cash deposit equal to 1/6th of the annual water bill based upon the immediate prior twelve (12) months of water usage. If prior twelve (12) months of history is not available then an average of 7,500 gallons per month,	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
		per dwelling unit will be used.	
21	Apartments (Commercial) - Letter of Credit (Refundable)	A properly executed irrevocable letter of credit for an initial one-year period of time in the form prescribed by the legal counsel of the City that is automatically renewable for additional one year periods. Said letter of credit shall be for an amount equal to the cash method described.	
22	Apartments (Commercial) - Credit Risk Deposit (Refundable)	Total deposit must equal the amount of double the current standard deposit amount.	
23	Commercial Dry Goods (Refundable) - Standard deposit. If based on an average of the highest 3 months during the previous 12 months of water usage - the average water consumption is 3000 gallons or less, the account will be classified as a "Commercial Dry Goods Account" and the current deposit amount in effect will apply. If the account exceeds 3000 gallons for any 3 consecutive months the account will be ineligible for Commercial Dry Goods Account status and will be reclassified to the classification appropriate in the circumstances and the new classification deposit will apply.	\$75.00	
24	Commercial Dry Goods - Credit Risk (Refundable)	Total deposit must equal the amount of double the current standard deposit amount.	
25	Commercial - Standard Deposit (Refundable) - If based on an avg of the highest 3 months during the previous 12 months of water usage the average is 3,100-10,000 gallons of water the account will be classified as a "Commercial Account" and the current deposit amount in effect will apply. Note: A commercial account is described in part (see Ordinance 0-95-013-11) as a business(es) consuming less than 20,000 gallons of water per meter, based on an average of the highest 3 months in a twelve (12) month period for which consumption history is available.	\$125.00	
26	Commercial - Credit Risk (Refundable)	Total deposit must equal the amount of double the current standard deposit amount.	
27	Commercial I- Standard Deposit (refundable) If based on an avg of the highest 3 months during the immediate prior 12 months of water usage - the average water consumption is 10,100-20,000 gallons of water, the account will be classified as a "Commercial I Account" and the current deposit amount in effect will apply.	\$260.00	
28	Commercial I - Credit Risk (Refundable) Note: A commercial account is described in part (see Ordinance 0-95-013-11) as a business(es) consuming less than 20,000 gallons of water per meter, based on an average of the highest 3 months in a 12 month period for which consumption history is available.	Total deposit must equal the amount of double the current standard deposit amount.	
29	Industrial - Standard Deposit (Refundable) - If based on an average of the highest 3 months during the previous 12 months of water usage - the average water consumption is 20,001-60,000 gallons of water the account will be classified as an "Industrial Account" and the current deposit	\$650.00	

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
	amount in effect will apply.		
30	Industrial - Credit Risk (Refundable)	Total deposit must equal the amount of double the current standard deposit amount.	
31	Industrial I - Standard Deposit (Refundable) If based on an average of the highest 3 months during the immediate prior 12 months of water usage - the average water consumptions is 60,100 to 100,000 gallons of water, the account will be classified as an "Industrial I Account" and the current deposit effect will apply.	\$1,200.00	
32	Industrial I - Standard Deposit (Refundable)	Total deposit must equal the amount of double the current standard deposit.	
33	Industrial Plus - Standard Deposit (Refundable) - If, based on an average of the highest 3 months during the previous 12 months of water usage - the average water consumption exceeds 100,000 gallons, the account will be classified as an "Industrial Plus Account" and the current deposit in effect will apply.	greater of \$1,500 or 2 months average bill	
34	Industrial Plus - Credit Risk (Refundable)	Total deposit must equal the amount of double the current standard deposit.	
35	Fire Hydrant Water Meter - Per Hydrant Meter (Refundable)	\$1,500.00	\$2,100.00
36	Residential - Standard Deposit (owner or renter) - Per Dwelling Unit (Refundable)	\$75.00 owner \$150.00 renter	
37	Residential - Credit Risk (owner or renter) - Per Dwelling Unit (Refundable)	after 1 force final 2+ force finals standard deposit x 2 standard deposit x 3	
38	Inspection - 3 day deposit to enable customers to establish service long enough for inspection	\$25.00	
39	Sprinkler (Residential) - Standard Deposit (Owner or Renter) - Per Meter (Refundable)	\$60.00	
40	Sprinkler (Commercial) - Standard Deposit (Owner or Renter) - Per Meter (Refundable)	\$100.00	
41	Temporary (Two week maximum with curb only Trash Pickup) - Standard Deposit	\$50.00	
	Sewer Rates		
42	Minimum Sewer Charge - Group A (100%) - Per Number of Units	\$8.50	\$9.31
43	Minimum Sewer Charge - Group B (90%) - Per Number of Units	\$7.65	\$8.38
44	Minimum Sewer Charge - Group C (25%) - Per Number of Units	\$2.13	\$2.33
45	Consumption Charge - Per 1,000 Gallons of Water (Not including Sewer Surcharge)	\$2.80	\$3.07
45.1	Consumption Charge - Residential/Commercial - Per 1,000 Gallons of Water (Sewer Surcharge included in this rate)		\$4.29
	Sewer Surcharge Rates		
46	Biochemical Oxygen Demand (BOD) Rate	\$0.3682	No Change
47	Total Suspended Solids (TSS) Rate	\$0.2010	\$0.2514
	Water Rates		
48	Minimum Water Charge - Group A (100%) - Per Number of Units	\$12.50	\$13.69
49	Minimum Water Charge - Group B (90%) - Per Number of Units	\$11.25	\$12.32
50	Minimum Water Charge - Group C (25%) - Per Number of Units	\$3.13	\$3.42
51	Consumption Charge - Per 1,000 Gallons of Water	\$5.83	\$6.38
52	Consumption Charge - Oil and Gas Well Drillers only -	\$12.24	\$13.40

EXHIBIT "A"
FY 2016 SCHEDULE OF FEES

#	Description	Current Rate	FY2016 New Rate
	Per 1,000 Gallons of Water		
<i>Stormwater / Drainage Rates</i>			
53	Residential Charge - per customer account	\$6.19	
54	Commercial Charge - charge per square foot	\$0.00118	

CITY COUNCIL MEMORANDUM

City Council Meeting: November 9, 2015
Department: Administration
Subject: Agreement for Consulting Services

BACKGROUND

On October 26, 2015, James Pliska offered to provide consulting services to the City during the interim period that the Council is searching for a permanent city manager. The City Council requested a proposal from Mr. Pliska regarding the scope of services to be offered. The City Council will consider approval of an agreement with Mr. Pliska's firm for consulting services.

FISCAL IMPACT

Funding for the Consulting Services would come from the General Fund. A contract for the fee services will be provided at the Council meeting for approval.

RECOMMENDATION

The Staff offers no recommendation, but will work with the Council in their decision.

ATTACHMENT

None.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 9, 2015
Department: City Secretary
Subject: Boards and Commissions
Resignation of Members

BACKGROUND

The City Council will consider action regarding the resignations from Boards and Commissions.

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENT

None.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 9, 2015
Department: City Secretary
Subject: Boards and Commissions
Appointments/Reappointments

BACKGROUND

The City Council will consider action regarding the appointment/reappointment of board and commission members. The list below indicates positions that are due for appointment/reappointment or are vacant.

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENTS

Applications: Diana Williams, David Wood, Suzanne Norris, Dorothy Tyler, Linda Thompson, Anastasia Taylor, Rick Edgett, Doris Parks, and Trenton Tidwell.

Mayor: Housing Authority reappointments – Leticia Aguilar, Sandra Tork, Don LeMaster, Willis Nelson, P&Z Alternate 2, and ZBA Alternate.

Councilmember Place 1: CCPD/Red-light Camera, Fire Services, P&Z, and ZBA.

Councilmember Place 2: CCPD/Red-light Camera and ZBA.

Councilmember Place 3: Beautification and CCPD/Red-light Camera.

Councilmember Place 4: P&Z

Councilmember Place 5: CCPD/Red-light Camera

Councilmember Place 7: Beautification, CCPD/Red-light Camera, Fire Services, Parks, P&Z, ZBA.