

AGENDA

HALTOM CITY COUNCIL MEETING

November 14, 2016 - CITY HALL - 5024 BROADWAY AVENUE

Council Chambers – Work Session – 6:00 P.M./Regular Session – 7:00 P.M.

NOTICE: Council Member Place 6 Stephanie Davenport will be video conferencing from the Candlewood Suites, 9151 Boyd-Cooper Parkway, Montgomery, Alabama. A quorum of the City Council will be present at City Hall, 5024 Broadway Avenue.

WORK SESSION 6:00 P.M.

CALL TO ORDER (General Comments)

- Discussion of possible Electric Fence Ordinance
- Review and discuss items on the regular agenda of November 14, 2016

EXECUTIVE SESSION

Chapter 551 of the Texas Government Code

As authorized by Section 551.071, 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, project schedule/construction contract with Tiseo Paving, dissolution/restructuring of the Haltom City Economic Development Corporation, and pending litigation and settlement offers for the following cases:

- Flynn v. Haltom City EDC
- Progressive County Mutual Ins. Co. v. City of Haltom City
- James H. Watson v. City of Haltom City

Section 551.072 – Deliberations about Real Property

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

Section 551.074 - Personnel

Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- City Secretary Salary Reduction Agreement

REGULAR SESSION 7:00 P.M.

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE – Council Member Walter Grow

ANNOUNCEMENTS/EVENTS – Assistant City Manager Rex Phelps

PROCLAMATIONS – (1) “Haltom City Animal Hospital”; (2) “Tree City, USA”

CONSENT AGENDA

1. Minutes – Consideration and/or action regarding approval of the Minutes of the meeting of October 24, 2016. **(A. Camacho)**
2. City Vehicles – Consideration and/or action regarding approval to purchase 12 vehicles from Caldwell Country Chevrolet, as provided in the 2017 Budget:
 - A. Police Vehicles (4) – TASB Buyboard contract #430-13
 - B. Fire Department (1) – TASB Buyboard contract #430-13
 - C. Code Enforcement (2) – H-GAC contract #VE11-15
 - D. Public Works (5) – H-GAC contract #VE11-15**(C. Phillips, S. Ross, G. Van Nieuwenhuize, J. Carver)**

3. **Police Ammunition** – Consideration and/or action regarding approval of the purchasing of police ammunition from Precision Delta Corp., as provided in the 2017 Budget. **(C. Phillips, J. Carver)**
4. **Police Motorcycles** – Consideration and/or action regarding approval of the purchasing of two (2) police motorcycles from Stampede Harley Davidson, as provided in the 2017 Budget. **(C. Phillips, J. Carver)**
5. **Traffic Control, Enforcement and Signal Preemption** – Consideration and/or action regarding approval of the purchasing of the Opticon GPS System, as provided in the 2017 Budget. **(C. Phillips, J. Carver)**
6. **Bid No. B2017-311-001** - Consideration and/or action to approve the purchase of miscellaneous concrete from Reliable Paving, as provided in the 2017 Budget. **(G. Van Nieuwenhuize, J. Carver)**

REGULAR AGENDA

7. **Ordinance No. O-2016-031-01** – Conduct a public hearing and consideration and/or action to approve Ordinance No. O-2016-031-01 – Oncor Franchise Agreement – ***First Reading (J. Fung)***
8. **Ordinance No. O-2016-027-15 (Z-009-16)** - Conduct a public hearing and consider action on the application of Eudelia Delos Santos for a Zoning Change request from “C-1” Commercial District to “SF-2” Single Family Residential District located on Lot 36, Block 1 of the Jonesfield Addition, being approximately 0.465 acres located south of Midway Road and west of McQuire Road, locally known as 5812 Midway Road, and action on an amendment to O-2010-011-15, amending the Future Land Use Plan within the 2010 Comprehensive Land Use Plan – ***First Reading (J. French)***
9. **Ordinance No. O-2016-028-15 (Z-010-16)** - Conduct a public hearing and consider action on the application of Vian Boutaloth for a Zoning Change request from “M-1” Industrial District to “M-2” Heavy Industrial District located on Lot 2A of the Jack Williams Subdivision Addition, being approximately 0.641 acres located north of Midway Road and east of Weaver Street, locally known as 2604 Weaver Street – ***First Reading (J. French)***
10. **Ordinance No. O-2016-029-15 (Z-012-16)** - Conduct a public hearing and consider action on the application of Ernest Hedgcoth on behalf of Richey Road Partnership for a Zoning Change request from “SF-2” Single Family Residential District to “M-2” Heavy Industrial District located on Lot 17, Block 16 of the Parkdale Gardens Addition, being approximately 0.345 acres located north of Airport Freeway and west of Moneda Street, locally known as 2221 Moneda Street, and action on an amendment to O-2010-011-15, amending the Future Land Use Plan within the 2010 Comprehensive Land Use Plan – ***First Reading (J. French)***
11. **Ordinance No. O-2016-024-15** - Conduct a public hearing and consider action on an amendment to Ordinance No. O-2002-032-15, the Zoning Ordinance of the City of Haltom City, Texas, by adopting regulations for certain land uses; providing and amending certain land use definitions; providing for and amending the classification of certain land uses in certain zoning districts; and providing and amending restrictions and parking requirements – ***First Reading (J. French)***

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 and follow the instructions listed on the form. 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

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

EXCUSED ABSENCE OF COUNCIL MEMBERS

14. **Attendance Requirements** – Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a). Attendance Requirements of the Haltom City Charter.

EXECUTIVE SESSION

See Posting on Page One (1) of Agenda.

RECONVENE TO REGULAR SESSION

15. 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 11th DAY OF NOVEMBER, 2016 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 _____, 2016.

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 14, 2016
Department: City Secretary
Subject: Minutes of October 24, 2016

BACKGROUND

A Regular Meeting was held at City Hall, 5024 Broadway Avenue on October 24, 2016.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council approve the Minutes of October 24, 2016.

ATTACHMENTS

October 24, 2016 Minutes

**MINUTES
HALTOM CITY COUNCIL MEETING
CITY HALL, 5024 BROADWAY AVENUE
October 24, 2016**

A Regular Meeting by the City Council of the City of Haltom City, Texas, was held on October 24, 2016, 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 2 Walter Grow	Council Place 1 Jeannine Nunn
Council Place 3 Scott Garrett	Council Place 4 Trae Fowler
Council Place 7 Dr. An Truong	
Council Place 6 Stephanie Davenport (via video conferencing)	

Staff Present: Keith Lane, City Manager; Rex Phelps, Assistant City Manager, Wayne Olson, City Attorney; Art Camacho, City Secretary; Justin French, Planning and Community Director; Jennifer Fung, Finance Director, Police Chief Cody Philips, and Greg Van Nieuwenhuize, Public Works Director.

WORKSESSION

CALL TO ORDER

Mayor Averitt called the Worksession to order at 6:08 p.m. City Manager Keith Lane and City Attorney Wayne Olson addressed the Council and citizens regarding the Tarrant County Precinct 3 proposition concerning alcoholic beverage sales, stating that Haltom City would be unaffected because of the present alcohol beverage sales ordinance. Finance Director Jennifer Fung presented the monthly financial report for September 2016, which included a discussion regarding the street reconstruction fund, the proposed tax revenue amount, and the end of the fiscal year revenues and expenditures. Ms. Fung also presented the quarterly investment report and a discussion was held regarding the moving of funds to a certificate of deposit because of the higher interest rate. Police Chief Cody Phillips presented the 3rd quarter crime statistics, which included data from several crime categories that indicated a decrease in assault cases and slight increases in auto theft and burglary of buildings. The Worksession ended at 7:03 p.m. No Executive Session was held.

REGULAR MEETING

CALL TO ORDER

Mayor Averitt called the meeting to order at 7:10 p.m.

INVOCATION/PLEDGE OF ALLEGIANCE

Council Member Jeannine Nunn gave the Invocation and led the Pledge of Allegiance and the Texas Flag Pledge.

ANNOUNCEMENTS/EVENTS

Assistant City Manager Rex Phelps read the following announcements:

Public Library

Story Time, GED Classes, Super Science Saturdays, Bi-lingual Story Time, Family Movie Night and Coloring and Cookies for Grown Ups activities are all listed on the Library's website for their dates and times.

Tarrant County WIC Sign-up Assistance - Third Tuesday of each month from 10:30 a.m. – 1 p.m.

Hooowling Halloween – This event will be held Thursday, October 27th from 6:30 – 8 p.m. Along with trick or treating, there will be not-so-scary stories and a craft. Children are to wear a costume and bring a bag, and parents are invited to join in the fun and wear a not-so-scary costume, too.

Thanksgiving Take Home Craft - Saturday, November 19th - Drop by the Library & pick up a free craft to complete at home. Craft is appropriate for ages 4 – 9.

Community Projects

2016 General Election - Early voting will take place from October 24 - November 4, 2016. The Northeast Center will be open from 8 a.m. to 5 p.m. starting today through Friday, the 28th. It will be open Saturday, October 29th from 7 a.m. to 7 p.m. and on Sunday, October 30th, from 11 a.m. to 4 p.m. Early voting will continue on Monday, October 31st through Friday, November 4th from 7 a.m. to 7 p.m. The General Election will take place on Tuesday, November 8, 2016 from 7 a.m. to 7 p.m.

Haltom High School Craft Fair - will be held on Saturday, October 29th from 9 a.m. to 4 p.m. at Haltom High School. Admission is \$1 and benefits the senior scholarship fund and school improvements.

Northeast Recycles Day Flea Market & Texas Arbor Day Celebration is Saturday, November 5th from 8 a.m. to 2 p.m. at TCC Northeast Campus, Parking Lot “E”. Free paper shredding will be available - (3 file box max), electronics recycling, tire recycling (20 tires max) and BISD Clothes Connection will be accepting your gently used winter coats and clothing.

Crud Cruiser - Dispose of your household hazardous waste on Saturday, November 5th when the Crud Cruiser comes to the Haltom City Public Library parking lot from 9 a.m. to 11 a.m. Remember to bring proof of residency. More information is available at www.haltomcitytx.com or contact Julie Orebaugh.

Parks and Recreation

Haltom Halloween - On Saturday, October 29th from 2 to 5 p.m., the Haltom Recreation Center will host the annual Haltom Halloween. Bounce houses, obstacle courses, face painting, crafts, and more will be available and a Costume Contest for ages 2 to 10 begins at 3:30 p.m. sharp. Parents need to arrive early to register their child and prizes will be given to the winners of each age group.

A discussion regarding a site dedication at the northeast corner of Haltom Road Park on November 11th was held, which included the design, cost, and timeline for a future ground breaking.

REPORTS

Capital Improvements Report – Presentation of quarterly status report of all major capital improvement projects. Public Works Director Greg Van Nieuwenhuize presented an updated status on street maintenance, flood prevention projects, park improvements, and water/sewer upgrades.

REGULAR AGENDA

1. **Minutes** – Consideration and/or action regarding approval of the Minutes of the meeting of October 10, 2016. Council Member Dr. An Truong moved, seconded by Council Member Walter Grow, to approve the Minutes of October 10, 2016. ***The vote was unanimous. Motion carried.***
2. **Resolution No. R-2016-023-03** – Consideration and/or action regarding approval to amend the authorized representatives for TexPool local government investment pool. Finance Director Jennifer Fung presented the resolution and Council Member

Grow moved, seconded by Council Member Scott Garrett, to approve Resolution No. R-2016-023-03. ***The vote was unanimous. Motion carried.***

VISITORS/CITIZENS FORUM

The following citizens came forward:

1. Carol T. Mattson, 5421 Vicki Street, addressed the Council in regard to her monthly water utility bill.
2. Don Lemaster addressed the Council in regard to the Veterans Memorial Garden Committee's effort in moving forward with the project.

BOARDS/COMMISSIONS

7. **Resignations of Board Members** – Consider approval of the resignations of Board/Commission Members. Mayor Pro Tem Watkins presented the resignation of Chris Taylor from an Alternate position on the Planning and Zoning Commission. ***The resignation was approved unanimously.*** Mayor Pro Tem Watkins presented the resignation of Dewey Markum from the Economic Development Corporation. ***The resignation was approved unanimously.***
8. **Appointment/Reappointment to Boards and Commissions** – Consider approval regarding appointments to Boards/Commissions. Mayor Pro Tem Bob Watkins appointed Ricky Brown to the Economic Development Corporation. ***The appointment was approved unanimously.*** Mayor Pro Tem Bob Watkins appointed Ricky Brown to the Place 5 position on the Planning and Zoning Commission. ***The appointment was approved unanimously.***

EXCUSED ABSENCE OF COUNCIL MEMBERS

9. **Attendance Requirements** – Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a). Attendance Requirements of the Haltom City Charter. There were no absences.

Mayor Averitt called for an Executive Session at 8:30 p.m.

EXECUTIVE SESSION

Chapter 551 of the Texas Government Code

As authorized by Section 551.071, 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, project schedule/construction contract with Tiseo Paving, dissolution/restructuring of the Haltom City Economic Development Corporation, and pending litigation and settlement offers 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

Section 551.072 – Deliberations about Real Property

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

RECONVENE TO REGULAR SESSION

10. The Council reconvened at 9:02 p.m. No action was taken.

ADJOURNMENT

Mayor Averitt adjourned the meeting at 9:02 p.m.

RESPECTFULLY SUBMITTED BY:

APPROVED BY:

Art Camacho, City Secretary

David Averitt, Mayor

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: November 14, 2016

Department: Finance / Purchasing

Subject: Four (4) Police Vehicles, One (1) Fire Vehicle, (2) Code Enforcement, (5) Public Works vehicles and Vehicle Lighting/Hardware

BACKGROUND

The FY2017 budget provides for the purchase of twelve (12) new vehicles; four (4) Police Department, one (1) Fire Department, two (2) Code Enforcement and five (5) Public Works vehicles. The Public Works vehicles include one (1) Street, two (2) Parks, one (1) Water Production and one (1) Water/Sewer vehicle. All units will replace existing vehicles with the exception of the two (2) Code Enforcement units which are for two new positions. Replacing aging or high mileage vehicles on a scheduled basis minimizes vehicle downtime, maintenance and repairs costs, and helps to insure the safety of the employees. In addition, the approved FY2017 budget provides for the lights and hardware for both the Police and Fire units.

FISCAL IMPACT

The approved FY2017 budget for the twelve (12) vehicles is \$536,480. Funding for purchase of the Police, Fire, Code, three (3) Public Works vehicles as well as Lights and Hardware for the Police and Fire units will be Fund 35 (Capital Replacement). Funding for the purchase of the Water Production and Water/Sewer vehicles will be Fund 41 (Water and Sewer).

<u>Department</u>	<u>Budget</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Vehicle Cost</u>
Police	\$ 282,000.00	4	\$33,916.00	\$ 135,664.00
Fire	\$ 55,000.00	1	\$33,615.00	\$ 33,615.00
Code Enforcement	\$ 48,000.00	2	\$22,434.00	\$ 44,868.00
Street	\$ 29,240.00	1	\$27,329.00	\$ 27,329.00
Parks	\$ 62,000.00	2	\$26,693.00	\$ 53,386.00
Water Production	\$ 31,000.00	1	\$26,693.00	\$ 26,693.00
Water/Sewer	\$ 29,240.00	1	\$26,693.00	\$ 26,693.00

All vehicle purchases are from Caldwell Country Chevrolet. Police and Fire Tahoes are based on Caldwell Country Chevrolet's TASB Buyboard contract # 430-13 and the remaining vehicles are based on Caldwell Country Chevrolet's contract # VE11-15 with Houston-Galveston Area Council (H-GAC). The remaining balance of the budgeted amount in Fund 35 will be used for accessories

such as lights, sirens and radios from Defender Supply per their contract # 2015-157 with Tarrant County Interlocal Purchasing cooperative.

RECOMMENDATION

Staff recommends the purchase of the twelve (12) vehicles, as referenced above, from Caldwell Country Chevrolet through their contract # 430-13 with Buyboard for a total of \$169,279 and their contract #VE11-15 with H-GAC for \$178,969. The City is a member of the TASB Buyboard Purchasing Cooperative, H-GAC and Tarrant County Interlocal Cooperative programs and purchases made through these agencies satisfy all state and local bidding requirements.

In addition, the staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 14th day of November 2016, 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/RESOLUTION

City Council Meeting: November 14, 2016
Department: Finance / Purchasing
Subject: Purchase of Police Ammunition

BACKGROUND

The Police Department uses ammunition for training and duty to meet the standards set by the Texas Commission for Law Enforcement. Precision Delta Corp is a distributor for ammunition and has a contract with the Texas SmartBuy Purchasing Cooperative of which the City is a member. Purchases made through this agency satisfy all state and local bidding requirements.

FISCAL IMPACT

The approved FY2017 budget for Firearms Supplies is \$36,000. Funding for purchase of the ammunition will be Fund 12 CCPD. Purchase for ammunition from Precision Delta Corp for a total of \$28,650.00 is within the CCPD budget.

RECOMMENDATION

Staff recommends that the City Council authorize the purchases of the ammunition from Precision Delta Corp for \$28,650.00 based on their contract with TX SmartBuy. In addition, Staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 14th day of November, 2016 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/RESOLUTION

City Council Meeting: November 14, 2016
Department: Finance / Purchasing
Subject: Two (2) Police Motorcycles

BACKGROUND

The FY2017 budget provides for the purchase of two (2) new motorcycles for the Police Department. Both motorcycles will replace existing units. One existing unit has a combination of age and high mileage and the second unit needs to be replaced due to high mileage. Replacement of aging vehicles on a scheduled basis minimizes vehicle downtime, maintenance and repairs costs, and helps to insure the safety of the officers.

FISCAL IMPACT

The approved FY2017 budget for the two (2) motorcycles is \$35,000. Funding for the purchase of these units will be Fund 18 Red Light Camera. The cost for the two (2) 2017 motorcycles is \$34,292.04 from Stampede Harley Davidson in Burleson, Texas. Bids were requested from eight dealers of which five (5) responded. Stampede Harley Davidson did not have the lowest bid but it was determined when factoring in the travel costs and time to be incurred with the lowest bid that it was in the best interest of the City of Haltom City to go with Stampede Harley Davidson in Burleson.

RECOMMENDATION

Staff recommends the purchase of the two (2) vehicles, as referenced above, from Stampede Harley Davidson for a total of \$34,292.04.

In addition, the staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 14th day of November, 2016, 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/RESOLUTION

City Council Meeting: November 14, 2016
Department: Finance / Purchasing
Subject: Traffic Control, Enforcement and Signal Preemption (Opticom GPS)

BACKGROUND

The FY2017 budget provides for the purchase of a Traffic Control, Enforcement and Signal Preemption equipment. This GPS technology will now enable the system to be enhanced and expanded to allow emergency vehicles to move quickly, safely and have priority when entering an intersection for increased response times.

FISCAL IMPACT

The total budgeted amount for the purchase of the Opticom GPS System was \$50,000 and will be paid for by the Red Light Camera Fund.

RECOMMENDATION

Staff recommends the purchase of the Opticom GPS and signalized intersection upgrades from Consolidated Traffic Controls through their contract with H-GAC for a total of \$49,998.25. The City has an interlocal agreement with H-GAC. Purchases through H-GAC satisfy all state and local bidding requirements.

In addition, the staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 14th day of November, 2016, 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/RESOLUTION

City Council Meeting:	November 14, 2016
Department:	Finance/Purchasing
Subject:	Bid Award – Bid No. B2017-311-001 – Miscellaneous Concrete Improvements

BACKGROUND

On October 27, 2016, a bid was received, opened and read aloud to provide the City with annual miscellaneous concrete work with an option for one additional year period. This work typically includes the replacement of sections of concrete pavement, curbs and gutters, driveway approaches and ramps. Bid notifications were sent directly to nine (9) concrete vendors of which seven (7) are known to provide this specific type of work. Four (4) of these vendors have provided concrete bids to the City of Haltom City in the past. Additionally, a Bid notification was run two (2) separate weeks in the Fort Worth Star Telegram.

FISCAL IMPACT

The thought behind making an annual award based on the volume of work estimated to be needed by the City, is that the lowest responsible bidder should be able to provide better pricing to the City if this bidder knew they would be the City’s concrete supplier for at least a full year. The contract will be issued on as an "as needed" basis.

As indicated above, one bid was received at the close of the bidding process and is referenced below:

Contractor	Grand Total
Reliable Paving	\$1,055,250.00

Financing for the concrete work will be provided primarily from the Street Reconstruction Fund, Capital Improvements Fund, Water and Sewer Capital Projects Fund and Drainage Capital Projects Funds on a project by project basis.

Because there was only one bid, staff has looked at the individual Bid Items in the Bid Schedule and compared the cost of these items with the 2014 (which is the most recent “miscellaneous annual concrete contract”) bid award. On average, overall the current Bid Items are roughly 12.2% greater from two (2) years ago. Reliable Paving has indicated

that the main reason for the price increase is due to the increase in the cost that they are paying for concrete.

RECOMMENDATION

Staff recommends the City Council award Bid No. B2017-311-001 for miscellaneous concrete improvements to Reliable Paving with the option to renew for one additional twelve-month period if so desired by the City.

In addition, Staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 14th day of November, 2016, 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 14, 2016

Department: Finance

Subject: Ordinance No. O-2016-031-01
Granting Oncor Electric Delivery
Company LLC an Electric Power
Franchise Agreement

BACKGROUND

In 1996, the City Council granted Texas Utilities Electric Company and its successor an electric power franchise to use the present and future streets, alleys, highways, public utility easement, public ways and other public property of Haltom City. The agreement will expire on December 31, 2016. This ordinance will grant the franchise agreement with Oncor Electric Delivery Company LLC (Company), a successor of Texas Utilities Electric Company, for twenty years.

The current franchise fee factor is 0.003293 per each kilowatt hour of electricity delivered and the franchise fee based on "Discretionary Service Charges" is 4%. There is no change in the franchise rate nor frequency of payment. The Company will continue making annual franchise payment as per agreement.

FISCAL IMPACT

Oncor Electric Delivery Company LLC paid the City \$1,371,688 for electric franchise fee for fiscal year 2016. The electric franchise fees for FY2017 is estimated at \$1,372,000.

RECOMMENDATION

Staff reluctantly concurs with the terms of the agreement and recommend the City Council approve the ordinance on the first reading. The second reading is scheduled on November 28, 2016.

ATTACHMENT

Ordinance No. O-2016-031-01

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND OTHER PUBLIC PROPERTY (PUBLIC RIGHTS-OF-WAY) OF HALTOM CITY, TEXAS, PROVIDING FOR THE REPEAL OF ALL PRIOR FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, AND FINDING THAT THE MEETING AT WHICH THIS FRANCHISE IS PASSED IS OPEN TO THE PUBLIC.

BE IT ORDAINED BY THE CITY COUNCIL OF HALTOM CITY, TEXAS:

SECTION 1. GRANT OF AUTHORITY:

A. The City of Haltom City, Texas ("City") hereby grants to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways, and other public property ("Public Rights-of-Way") of Haltom City, electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines solely for Company's own use), for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 10, subject to this consent by the City in accordance with Texas Utilities Code, Section 181.043 and in accordance with the Public Utility Regulatory Act (PURA) and all other applicable laws, rules, and regulations.

B. The provisions set forth in this Franchise represent the terms and conditions under which Company shall construct, operate, and maintain its system facilities within the Public Rights-of-Way of the City. This Franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under PURA, other applicable state, local, or federal laws, rules or regulations, or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that Company believes is in violation of any federal, state, or local laws, rules or regulations. The City shall provide Company notice and opportunity to review and comment upon proposed ordinances relating to the Public Rights-of-Way.

C. This Franchise does not grant to the Company the right, privilege or authority to engage in any other activities within the City other than as specified in this Franchise.

SECTION 2. USE OF PUBLIC RIGHTS-OF-WAY:

A. The poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

B. Company shall, except in cases of (i) emergency conditions or (ii) routine maintenance and repair of facilities that do not involve any of the following (a) cutting or breaking of pavement or (b) closure of traffic lane for longer than 24 hours or (c) boring or (d) excavation greater than 100 cubic feet or (iii) connection of real property to a utility service on the same side of the Public Rights-of-Way if connection does not require a pavement cut in the Public Rights-of-Way or (iv) replacement of a single damaged pole and associated work within a ten (10) foot radius of the damaged pole or (v) installation of aerial lines on less than 11 existing poles or installation of aerial lines on less than 11 new poles, provide City reasonable advance notice, and obtain a permit, (if required by City Ordinance), prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct and maintain its facilities in conformance with the applicable provisions of the National Electrical Safety Code or such comparable standards as may be adopted, and in a good and workmanlike manner.

C. The City retains the right to make visual, non-invasive inspections of the Company's facilities and upon reasonable notice and request, to require the Company to make available for inspection available records or data to demonstrate its current compliance with the terms of this Franchise.

D. The location of Company's facilities in the Public Rights-of-Way shall be subject to approval by the City Manager or the City Manger's designated representative (the "Manager") prior to construction; provided however, said approval shall not be unreasonably withheld. This approval will be obtained through the City's permitting process (if required by City Ordinance). In the event of a conflict between the location of the proposed facilities of Company and the locations of the facilities of City or other Public Rights-of-Way users which exist or have been authorized by the City, the Manager shall resolve the conflict and determine the location of the respective facilities within the City's Public Rights-of-Way. To avoid a facilities location conflict, the Manager will designate a reasonable alternate location within the City's Public Rights-of-Way for Company's facilities if a reasonable alternate location exists. The Company will use reasonable efforts to work with the City to avoid installing its facilities in park or City property other than utility easements or street, alley, or highway Right-of-Way. Company has the right to request City Council review of this or any actions concerning Company's use of the Public Rights-of-Way. Company also has the right to request

review of any City action by any court or regulatory agency having jurisdiction.

E. The Company shall restore at the Company's expense, all work within the City Rights-of-Way, to a condition equally as good as it was immediately prior to being disturbed by Company's construction, excavation, repair or removal or to a condition agreed upon by City and Company. If City or Company believe that there are extenuating circumstances that do not allow for restoration of all work within the City Rights-of-Way to a condition equally as good as it was immediately prior to being disturbed by Company, City and Company will negotiate an alternative restoration plan (in writing) to remedy the situation. Absent an agreement to an alternative restoration plan, either party has a right to request review of the matter by any court or regulatory agency having jurisdiction.

F. Company shall cooperate with the City in providing information regarding the location of current and future overhead and underground wires and poles within City's Public Rights-of-Way. Reproducible copies of maps showing the location of all overhead and underground wires and poles within the Public Rights-of-Way shall be furnished to the City upon reasonable request, if available. The maps shall be provided in electronic digital format, if available.

SECTION 3: RELOCATION AND ABANDONMENT:

The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements or to do and permit to be done any underground or overhead work that City in its sole discretion determines may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like.

Upon request by City, Company shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of PURA, which statutory provision currently states the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Company further agree that widening and straightening of a street includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Company with at least thirty (30) days notice and shall specify a new location for such facilities along the Public Rights-of-Way of the street.

If the City requires the Company to adapt or conform its Facilities, or in any manner to alter, relocate, or change its Facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or

person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities.

If City abandons any Public Rights-of-Way in which Company has facilities such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION:

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of, or occasioned by the intentional and/or negligent acts or omissions of the Company or any of its officers, agents, or employees, in connection with Company's construction, maintenance and operation of Company's System in the Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City, or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Company and the City.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in Section 4.B and 4.C.

SECTION 5. LIABILITY INSURANCE:

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

- A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:
 - (1) Products/completed operations to be maintained for the warranty period.
 - (2) Personal and advertising injury.
 - (3) Contractual liability.
 - (4) Explosion, collapse, or underground (XCU) hazards.
- B. Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired and non-owned automobiles.
- C. Workers compensation and employers liability coverage. Statutory coverage limits for Coverage A and five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease Coverage B employers' liability are required. Company must provide the City with a waiver of subrogation for worker's compensation claims.
- D. Company must name the City, which includes all authorities, commissions, divisions and departments, as well as elected and appointed officials, agents, employees and volunteers, as an additional insureds under the coverage required herein, except Worker's Compensation Coverage. The certificate of insurance must state that the City is an additional insured.

- E. Coverages required to be maintained under Sections 5.A, 5.B., and 5.C. shall include a waiver of subrogation in favor of the City, its officers, agents and employees.
- F. Company will require its contractors and subcontractors to maintain, at their sole cost and expense, a minimum of three million dollars (\$3,000,000) each occurrence or each accident general liability and automobile liability throughout the course of work performed. Also, contractors and subcontractors will be required to maintain statutory workers' compensation benefits in accordance with the regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

The Company will provide proof of its insurance in accordance with this Franchise within 30 days of the effective date of the Franchise and annually thereafter as applicable insurance coverages renew. Company will not be required to furnish separate proof when applying for permits.

SECTION 6. NON-EXCLUSIVITY:

This Franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 7. CONSIDERATION:

In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.003136 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments

going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003293 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on an quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003136 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

1. The annual payment will be due and payable on or before March 15 of each year throughout the life of this Franchise. The payment will be based on each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries during the preceding twelve month period ended December 31 (January 1 through December 31). The payment will be for the rights and privileges granted hereunder for the twelve calendar month period (January 1 through December 31) the year in which the payment is made.
2. The first payment hereunder shall be due and payable on or before March 15, 2017 and will cover the basis period of January 1, 2016 through December 31, 2016 for the privilege period of January 1, 2017 through December 31, 2017. The final payment under this franchise is due on or before March 15, 2036 and covers the basis period of January 1, 2035 through December 31, 2035 for the privilege period of January 1, 2036 through December 31, 2036; and
3. After the final payment date of March 15, 2036, Company may continue to make additional annual payments in accordance with the above schedule. City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this Franchise and that such continued payments will be recognized in any subsequent Franchise as full payment for the relevant annual periods.

- B. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 “Discretionary Service Charges,” in Company’s Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company’s current approved Tariff.
1. The franchise fee amounts based on “Discretionary Service Charges” shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on “Discretionary Service Charges” shall be paid at least once annually on or before April 30 each year based on the total “Discretionary Service Charges”, as set out in Section 7.C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2017 and will be based on the calendar year January 1 through December 31, 2016. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2037 and will be based on the calendar year of January 1, 2036 through December 31, 2036.
 3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
 4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
 5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
 6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

- C. With each payment of compensation required by Section 7.B, Company shall furnish to City a statement that provides the franchise basis period, the total amount of kilowatt hours of electricity delivered during the franchise basis period by the Company to retail customers whose consuming facility's point of delivery is located within the City's municipal boundaries, and the privilege period covered by the payment. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.
- D. With each payment of compensation required by Section 7.C, Company shall furnish to the City a statement reflecting the total amount of gross revenues received by Company within the City's municipal boundaries for services identified in its Tariff, Section 6.1.2, "Discretionary Service Charges," Items DD1 through DD24. The parties agree that any information exchanged or provided to the other party is true and correct to the best of their knowledge.
- E. If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest from such due date until payment is received by City. Interest shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003 for the time period involved.

SECTION 8. MOST FAVORED NATIONS:

A. This Section 8 applies only if, after the effective date of this Franchise Agreement, Company enters into a new municipal Franchise agreement or renews an existing municipal Franchise agreement with another municipality that provides for a different method of calculation of franchise fees for use of the Public Rights-of-Way than the calculation under PURA, Section 33.008(b), which, if applied to the City, would result in a greater amount of franchise fees owed the City than under this Franchise Agreement.

B. In the event of an occurrence as described in Section 8 hereof, City shall have the option to:

1. Have Company select, within 30 days of the City's request, any or all portions of the Franchise agreement with the other municipality or comparable provisions that, at Company's sole discretion, must be considered in conjunction with the different method of the calculation of franchise fees included in that other Franchise agreement; and
2. Modify this Franchise agreement to include both the different method of calculation of franchise fee found in the Franchise agreement with the other municipality and all of the other provisions identified by

Company pursuant to Section 8.B.1. In no event shall City be able to modify the Franchise to include the different method of calculation of franchise fee found in the Franchise agreement with the other municipality without this Franchise also being modified to include all of the other provisions identified by Company pursuant to Section 8.B.1.

C. City may not exercise the option provided in Section 8 if any of the provisions that would be included in this Franchise are, in Company's sole opinion, inconsistent with or in any manner contrary to any then-current rule, regulation, ordinance, law, Code, or City Charter.

D. In the event of a regulatory disallowance of the increase in franchise fees paid pursuant to City's exercise of its option under Section 8, then at any time after the regulatory authority's entry of an order disallowing recovery of the additional franchise fee expense in rates, Company shall have the right to cancel the modification of the Franchise made pursuant to Section 8, and the terms of the Franchise shall immediately revert to those in place prior to City's exercise of its option under Section 8.

E. Notwithstanding any other provision of this Franchise, should the City exercise the option provided in Section 8.B, and then adopt any rule, regulation, ordinance, law, Code, or City Charter that, in Company's sole opinion, is inconsistent with or in any manner contrary to the provisions included in this Franchise pursuant to Section 8.B, then Company shall have the right to cancel all of the modifications to this Franchise made pursuant to Section 8 and, effective as of the date of the City's adoption of the inconsistent provision, the terms of the Franchise shall revert to those in place prior to the City's exercise of its option under Section 8.

F. The provisions of Section 8 apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, such as the timing of such payments. The provisions of Section 8 do not apply to differences in the franchise fee factor that result from the application of the methodology set out in Section 33.008(b) of PURA or a successor methodology.

SECTION 9: RECORDS AND REPORTS:

A. Company shall keep accurate books of account at its principal office for the purpose of determining the amount due to the City under this Franchise.

B. Pursuant to Section 33.008(e) of the Texas Utilities Code, the City may conduct an audit or other inquiry in relation to a payment made by Company less than two (2) years before the commencement of such audit or inquiry. The City may, if it sees fit, and upon reasonable notice to the Company, have the books and records of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed herein.

C. The Company shall make available to the auditor during the Company's regular

business hours and upon reasonable notice, such personnel and records as the City may, in its reasonable discretion, request in order to complete such audit, and shall make no charge to the City therefore.

1. If as the result of any City audit, Company is refunded/credited for an overpayment, or pays the City for an underpayment, of the Franchise Fee, such refund/credit or payment shall be made pursuant to the payment terms established in Section 7.
- D. The Company shall assist the City in its review by responding to all requests for information no later than thirty (30) days after receipt of a request.
- E. The City agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law if Company identifies the information as non-public prior to providing the information to City. City shall not be liable to Company for the release of any information the City is required by law to release. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes information Company has identified as Company's proprietary information, City will notify the Texas Attorney General of the proprietary nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Act allows the City to withhold the information.
- F. If either party discovers that the Company has either overpaid the City or failed to pay the entire or correct amount of compensation due the City, the correct amount shall be mutually determined by the City and Company and shall be paid by the responsible party within thirty (30) calendar days of such mutual determination. Such underpayments or overpayments shall include interest calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003. Any overpayment to the City by Company through error or otherwise, will, at the option of the City, either be refunded by the City to Company within thirty (30) days of the mutual determination or be offset against the next payment due from Company. If neither party can mutually agree on either the underpayment due the City or an overpayment due the Company, both the City and Company may seek any other rights and remedies provided by law or in equity. Acceptance by the City or Company of any payment due under this Section shall not be deemed to be a waiver by the City or Company of any breach of this Franchise, nor shall the acceptance by the City or Company of any such payments preclude the City or Company from later establishing that a larger amount was actually due or from collecting any balance due.

SECTION 10. TERM:

This Franchise shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City Secretary within sixty (60) days after final passage and approval by the City hereof. The right, privilege and franchise granted hereby shall expire on December 31, 2036 provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 11. REPEALER CLAUSE:

This Franchise shall supersede any and all other franchises granted by the City to Company its predecessors and assigns, provided the parties agree any claim, action or complaint by either party that arose under or pursuant to any such previous Franchise ordinance shall be preserved and saved from repeal, subject to all applicable statutes of limitations.

SECTION 12. DEFAULT, REMEDIES, TERMINATION:

- A. Events of Default. The occurrence, at any time during the term of the Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise:
1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
 2. Company's material breach or material violation of any material terms, covenants, representations or warranties contained herein.
- B. Uncured Events of Default.
1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
 2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies

provided for in Section 12.C.

3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.C.

C. Remedies. The City shall notify the Company in writing of an alleged Uncured Event of Default as described in Section 12.B, which notice shall specify the alleged failure with reasonable particularity. The Company shall, within thirty (30) business days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that as a matter of equity, are specifically enforceable.
3. The termination of this Franchise.

D. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 12.C, this Franchise may be terminated upon thirty (30) business day's prior written notice to Company. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the question of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court

or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or an order upholding the termination becomes final and unappealable. Until the termination becomes effective the provisions of this Franchise shall remain in effect for all purposes. The City recognizes Company's right and obligation to provide service in accordance with the Certificate of Convenience and Necessity authorized by the Public Utility Commission of Texas in accordance with the Texas Utilities Code.

- F. This Franchise Ordinance shall be construed and governed by the laws of the State of Texas. City and Company agree that any lawsuit between the City and the Company concerning this Franchise will be filed in the state of Texas. Nothing in this Franchise shall prohibit the City from filing an action related to this Franchise in Tarrant County, Texas.

SECTION 13. NOTICES:

Notices, reports or demands required to be given under this Franchise shall be deemed to be given when delivered in writing or personally to the person designated below, or when five days have elapsed after it is deposited in the United States Mail with registered or certified mail postage prepaid to the person designated below, or on the next business day if sent by Express Mail or overnight air courier addressed to the person designated below:

If to City:

City Manager
City of Haltom City
5024 Broadway Ave.
Haltom City, Texas 76117

If to the Company:

Regulatory Affairs
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Fwy, 6th floor
Dallas, Texas 75202-1234

SECTION 14. SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this Franchise is for any reason held invalid or unconstitutional by any court or agency of competent jurisdiction, such portion shall be deemed a separate provision and such holding shall not affect the validity of the remaining portions of the Franchise.

SECTION 15. PUBLIC NOTICE:

It is hereby officially found that the meeting at which this Franchise is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

THE FIRST READING APPROVED ON THE _____ DAY OF _____, 2016.

SECOND AND FINAL READING APPROVED ON THE _____ DAY OF _____, 2016.

MAYOR
City of Haltom City

ATTEST:

CITY SECRETARY
City of Haltom City

APPROVED AS TO FORM AND LEGALITY:

City Attorney
Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: November 14, 2016

Department: Planning & Community Development

Subject: Ordinance No. O-2016-027-15
First Reading (Z-009-16)

BACKGROUND

Conduct a public hearing and consider action on the application of Eudelia Delos Santos for a Zoning Change request from “C-1” Commercial District to “SF-2” Single Family Residential District located on Lot 36, Block 1 of the Jonesfield Addition, being approximately 0.465 acres located south of Midway Road and west of McQuire Road, locally known as 5812 Midway Road, and action on an amendment to O-2010-011-15, amending the Future Land Use Plan within the 2010 Comprehensive Land Use Plan.

The applicant requests to rezone the subject site to the “SF-2” Single Family Residential District in order to construct a new single family residence.

FISCAL IMPACT

None.

RECOMMENDATION

On October 25, 2016, the P&Z recommended approval of Z-009-16 by a vote of 6-0-0.

The City’s Comprehensive Land Use Plan (CLUP) designates the subject site as Office, Retail, Service Commercial. The proposed zoning change is inconsistent with the use suggested by the CLUP; however it is consistent with the present development pattern on the north and south sides of Midway Road 450 feet to the west and 800 feet to the east. Therefore, a request to amend the Future Land Use Plan accompanies this zoning change that will designate the subject site as Low Density Residential.

The CLUP states, “In granting a zoning change that differs from the Plan, the Planning and Zoning Commission and the City Council should consider whether an amendment to the Future Land Use Plan should also be approved. This requires careful consideration to be sure that the change is in accordance with the principles, goals and objectives of the Land Use Element of the Comprehensive Plan”.

ATTACHMENTS

P&Z Staff Report with Attachments
Ordinance No. 0-2016-027-15

ORDINANCE NO. O-2016-027-15

CASE NO. Z-009-16

AN ORDINANCE AMENDING THE COMPREHENSIVE LAND USE PLAN AND FUTURE LAND USE MAP IN ORDINANCE NO. O-2010-011-15, AS AMENDED, AND AMENDING ORDINANCE NO. O-2002-032-15, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF HALTOM CITY, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY IN THE CITY OF HALTOM CITY, TEXAS; AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City 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 Haltom City heretofore adopted Ordinance No. O-2010-011-15, as amended, the Comprehensive Land Use Plan 2010, which is the primary document on which to base all zoning, platting and other land use decisions; and

WHEREAS, the Comprehensive Land Use Plan provides guidance for future development in conformance with the adopted Future Land Use Map; and

WHEREAS, the City Council now deems it necessary to update the Haltom City Comprehensive Land Use Plan as provided herein, and that such amendment is in accordance with the growth goals, objectives and planning principles set forth in the Comprehensive Land Use Plan as well as health, safety, traffic and environmental considerations; and

WHEREAS, the City Council of the City of Haltom City heretofore adopted Ordinance No. O-2002-032-15, as amended, the Zoning Ordinance of the City of Haltom City, Texas,

which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Section 39 of the Zoning Ordinance, the owner of property consisting of approximately 0.465 acres of land located on Lot 36, Block 1 of the Jonesfield Addition, locally known as 5812 Midway Road (hereinafter-referenced as the “Property”), has filed an application to rezone the property from its present classification of “C-1” Commercial District to “SF-2” Single Family Residential District; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on October 25, 2016 and the City Council of the City of Haltom City, Texas held a public hearing on November 14, 2016 with respect to the Zoning Change and Comprehensive Land Use Plan amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 and 213 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property and the amendment of the Comprehensive Land Use Plan.

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

SECTION 1.

Ordinance No. O-2002-032-15, as amended, is hereby amended by rezoning approximately 0.465 acres of land from “C-1” Commercial District to “SF-2” Single Family Residential

District, located south of Midway Road and west of McQuire Road, locally known as 5812 Midway Road, and being Lot 36, Block 1 of the Jonesfield Addition.

SECTION 2.

The City of Haltom City Comprehensive Land Use Plan 2010, dated July 26, 2010, as amended, is hereby amended as shown on Exhibit "A" attached hereto and fully incorporated by reference.

SECTION 3.

The zoning district as herein established has been made in accordance with a comprehensive land use plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 4.

The official zoning map of the City of Haltom City is hereby amended and the City Secretary is directed to revise the zoning map to reflect the zoning classification as set forth above.

SECTION 5.

The use of the Property described above shall be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Haltom City, Texas.

SECTION 6.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Haltom City, Texas (1998), as amended, except where the

provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed. Ordinance No. O-2010-011-15 is hereby amended.

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8.

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 not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9.

All rights and remedies of the City of Haltom City, Texas, are expressly saved as to any and all violations of the provisions of Ordinance No. O-2002-032-15 or any ordinances governing zoning that 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 Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10.

The City Secretary of the City of Haltom City, Texas, is hereby directed to publish in the official newspaper of the City of Haltom City, Texas, the caption, Section 1, penalty clause, publication clause and effective date clause of this Ordinance one (1) time within ten (10) days after the first reading of this Ordinance as required by Section 10.01 of the Charter of the City of Haltom City, Texas.

SECTION 11.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON FIRST READING THIS _____ DAY OF _____, 2016.

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF _____, 2016.

Mayor
ATTEST:

City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Exhibit "A" Future Land Use Map



CITY COUNCIL MEMORANDUM

City Council Meeting: November 14, 2016

Department: Planning & Community Development

Subject: Ordinance No. O-2016-028-15
First Reading (Z-010-16)

BACKGROUND

Conduct a public hearing and consider action on the application of Vian Boutaloth for a Zoning Change request from “M-1” Industrial District to “M-2” Heavy Industrial District located on Lot 2A of the Jack Williams Subdivision Addition, being approximately 0.641 acres located north of Midway Road and east of Weaver Street, locally known as 2604 Weaver Street.

The applicant requests to rezone the subject site to the “M-2” Heavy Industrial District in order to occupy the existing building with a bottling plant. The City’s Comprehensive Land Use Plan (CLUP) designates the subject site as Industrial. The proposed zoning change is consistent with the uses suggested by the CLUP. In addition, all abutting zoning districts are zoned Industrial or Heavy Industrial.

FISCAL IMPACT

None.

RECOMMENDATION

On October 25, 2016, the P&Z recommended approval of Z-010-16 by a vote of 6-0-0.

ATTACHMENTS

P&Z Staff Report with Attachments
Ordinance No. O-2016-028-15

ORDINANCE NO. O-2016-028-15

CASE NO. Z-010-16

AN ORDINANCE AMENDING ORDINANCE NO. O-2002-032-15, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF HALTOM CITY, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY IN THE CITY OF HALTOM CITY, TEXAS; AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City 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 Haltom City heretofore adopted Ordinance No. O-2002-032-15, as amended, the Zoning Ordinance of the City of Haltom City, Texas, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Section 39 of the Zoning Ordinance, the owner of property consisting of approximately 0.641 acres of land located on Lot 2A of the Jack Williams Subdivision Addition, locally known as 2604 Weaver Street (hereinafter-referenced as the "Property"), has filed an application to rezone the property from its present classification of "M-1" Industrial District to "M-2" Heavy Industrial District; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on October 25, 2016 and the City Council of the City of Haltom City,

Texas held a public hearing on November 14, 2016 with respect to the Zoning Change described herein; and

WHEREAS, the City Council deems the Zoning Change described herein as consistent with the Haltom City Comprehensive Land Use Plan as provided herein, and that such Zoning Change is in accordance with the growth goals, objectives and planning principles set forth in the Comprehensive Land Use Plan as well as health, safety, traffic and environmental considerations; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property.

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

SECTION 1.

Ordinance No. O-2002-032-15, as amended, is hereby amended by rezoning approximately 0.641 acres of land from "M-1" Industrial District to "M-2" Heavy Industrial District, located north of Midway Road and east of Weaver Street, locally known as 2604 Weaver Street, and being Lot 2A of the Jack Williams Subdivision Addition.

SECTION 2.

The zoning district as herein established has been made in accordance with a comprehensive land use plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 3.

The official zoning map of the City of Haltom City is hereby amended and the City Secretary is directed to revise the zoning map to reflect the zoning classification as set forth above.

SECTION 4.

The use of the Property described above shall be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Haltom City, Texas.

SECTION 5.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Haltom City, Texas (1998), as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences,

clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 7.

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 not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8.

All rights and remedies of the City of Haltom City, Texas, are expressly saved as to any and all violations of the provisions of Ordinance No. O-2002-032-15 or any ordinances governing zoning that 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 Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9.

The City Secretary of the City of Haltom City, Texas, is hereby directed to publish in the official newspaper of the City of Haltom City, Texas, the caption, Section 1, penalty clause, publication clause and effective date clause of this Ordinance one (1) time within ten (10) days after the first reading of this Ordinance as required by Section 10.01 of the Charter of the City of Haltom City, Texas.

SECTION 10.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON FIRST READING THIS _____ DAY OF _____, 2016.

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF _____, 2016.

Mayor
ATTEST:

City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

CITY COUNCIL MEMORANDUM

City Council Meeting: November 14, 2016

Department: Planning & Community Development

Subject: Ordinance No. O-2016-029-15
First Reading (Z-012-16)

BACKGROUND

Conduct a public hearing and consider action on the application of Ernest Hedgcoth on behalf of Richey Road Partnership for a Zoning Change request from "SF-2" Single Family Residential District to "M-2" Heavy Industrial District located on Lot 17, Block 16 of the Parkdale Gardens Addition, being approximately 0.345 acres located north of Airport Freeway and west of Moneda Street, locally known as 2221 Moneda Street, and action on an amendment to O-2010-011-15, amending the Future Land Use Plan within the 2010 Comprehensive Land Use Plan.

FISCAL IMPACT

None.

RECOMMENDATION

On October 25, 2016, the P&Z recommended approval of Z-012-16 by a vote of 6-0-0.

The City's Comprehensive Land Use Plan (CLUP) designates the subject site as Office, Retail, Service Commercial. The proposed zoning change is inconsistent with the uses suggested by the CLUP; however it is consistent with the present industrial zoning and the predominant development pattern in the general area. Therefore, a request to amend the Future Land Use Plan accompanies this zoning change that will designate the subject site as Industrial.

The CLUP states, "In granting a zoning change that differs from the Plan, the Planning and Zoning Commission and the City Council should consider whether an amendment to the Future Land Use Plan should also be approved. This requires careful consideration to be sure that the change is in accordance with the principles, goals and objectives of the Land Use Element of the Comprehensive Plan".

ATTACHMENTS

P&Z Staff Report with Attachments
Ordinance No. 0-2016-029-15

ORDINANCE NO. O-2016-029-15

CASE NO. Z-010-16

AN ORDINANCE AMENDING THE COMPREHENSIVE LAND USE PLAN AND FUTURE LAND USE MAP IN ORDINANCE NO. O-2010-011-15, AS AMENDED, AND AMENDING ORDINANCE NO. O-2002-032-15, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF HALTOM CITY, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY IN THE CITY OF HALTOM CITY, TEXAS; AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City 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 Haltom City heretofore adopted Ordinance No. O-2010-011-15, as amended, the Comprehensive Land Use Plan 2010, which is the primary document on which to base all zoning, platting and other land use decisions; and

WHEREAS, the Comprehensive Land Use Plan provides guidance for future development in conformance with the adopted Future Land Use Map; and

WHEREAS, the City Council now deems it necessary to update the Haltom City Comprehensive Land Use Plan as provided herein, and that such amendment is in accordance with the growth goals, objectives and planning principles set forth in the Comprehensive Land Use Plan as well as health, safety, traffic and environmental considerations; and

WHEREAS, the City Council of the City of Haltom City heretofore adopted Ordinance No. O-2002-032-15, as amended, the Zoning Ordinance of the City of Haltom City, Texas,

which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, in accordance with Section 39 of the Zoning Ordinance, the owner of property consisting of approximately 0.345 acres of land located on Lot 17, Block 16 of the Parkdale Gardens Addition, locally known as 2221 Moneda Street (hereinafter-referenced as the "Property"), has filed an application to rezone the property from its present classification of "SF-2" Single Family Residential District to "M-2" Heavy Industrial District; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on October 25, 2016 and the City Council of the City of Haltom City, Texas held a public hearing on November 14, 2016 with respect to the Zoning Change and Comprehensive Land Use Plan amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 and 213 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for the rezoning of the property and the amendment of the Comprehensive Land Use Plan.

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

SECTION 1.

Ordinance No. O-2002-032-15, as amended, is hereby amended by rezoning approximately 0.345 acres of land from "SF-2" Single Family Residential District to "M-2" Heavy Industrial

District, located north of Airport Freeway and west of Moneda Street, locally known as 2221 Moneda Street, and being Lot 17, Block 16 of the Parkdale Gardens Addition.

SECTION 2.

The City of Haltom City Comprehensive Land Use Plan 2010, dated July 26, 2010, as amended, is hereby amended as shown on Exhibit "A" attached hereto and fully incorporated by reference.

SECTION 3.

The zoning district as herein established has been made in accordance with a comprehensive land use plan for the purpose of promoting the health, safety, morals and general welfare of the community.

SECTION 4.

The official zoning map of the City of Haltom City is hereby amended and the City Secretary is directed to revise the zoning map to reflect the zoning classification as set forth above.

SECTION 5.

The use of the Property described above shall be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Haltom City, Texas.

SECTION 6.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Haltom City, Texas (1998), as amended, except where the

provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed. Ordinance No. O-2010-011-15 is hereby amended.

SECTION 7.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase 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 sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

SECTION 8.

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 not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9.

All rights and remedies of the City of Haltom City, Texas, are expressly saved as to any and all violations of the provisions of Ordinance No. O-2002-032-15 or any ordinances governing zoning that 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 Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10.

The City Secretary of the City of Haltom City, Texas, is hereby directed to publish in the official newspaper of the City of Haltom City, Texas, the caption, Section 1, penalty clause, publication clause and effective date clause of this Ordinance one (1) time within ten (10) days after the first reading of this Ordinance as required by Section 10.01 of the Charter of the City of Haltom City, Texas.

SECTION 11.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON FIRST READING THIS _____ DAY OF _____, 2016.

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF _____, 2016.

Mayor
ATTEST:

City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Exhibit "A" Future Land Use Map



CITY COUNCIL MEMORANDUM

City Council Meeting: November 14, 2016

Department: Planning & Community Development

Subject: Ordinance No. O-2016-024-15
First Reading

BACKGROUND

Conduct a public hearing and consider action on an amendment to Ordinance No. O-2002-032-15, the Zoning Ordinance of the City of Haltom City, Texas, by adopting regulations for certain land uses; providing and amending certain land use definitions; providing for and amending the classification of certain land uses in certain zoning districts; and providing and amending restrictions and parking requirements.

Following several inquiries to the Department of Planning and Community Development for zoning verification, notes were made as to needed clarifications and additions to the zoning ordinance in order to provide clear and consistent regulation of certain land uses, such as: tattoo studio, blood/plasma donation center, banquet hall, washateria, massage studio, and fitness center.

On August 23, 2016, the Planning and Zoning Commission began to workshop a zoning ordinance amendment to define and classify the uses of tattoo studio and permanent cosmetic studio.

On September 13, 2016, the Planning and Zoning Commission continued the workshop and suggested that staff expand the zoning ordinance amendment to define and clarify other land uses and regulations in the zoning ordinance.

On September 27, 2016, the Planning and Zoning Commission reviewed, changed, and drafted the attached zoning ordinance amendment.

On October 7, 2016, the Planning and Zoning Commission and City Council public hearings regarding the proposed zoning ordinance amendment were noticed in the Fort Worth Star Telegram.

FISCAL IMPACT

None.

RECOMMENDATION

On October 25, 2016, the P&Z recommended approval of O-2016-024-16 by a vote of 6-0-0.

ATTACHMENT

Ordinance No. O-2016-024-15

ORDINANCE NO. O-2016-024-15

AN ORDINANCE AMENDING ORDINANCE NO. O-2002-032-15, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF HALTOM CITY, TEXAS, BY ADOPTING REGULATIONS FOR CERTAIN LAND USES; PROVIDING AND AMENDING CERTAIN LAND USE DEFINITIONS; PROVIDING FOR AND AMENDING THE CLASSIFICATION OF CERTAIN LAND USES IN CERTAIN ZONING DISTRICTS; PROVIDING AND AMENDING RESTRICTIONS AND PARKING REQUIREMENTS; 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 IN THE OFFICIAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Haltom City 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 Haltom City heretofore adopted Ordinance No. O-2002-032-15, as amended, the Zoning Ordinance of the City of Haltom City, Texas, which Ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, after appropriate notice and public hearing, the Planning and Zoning Commission of the City of Haltom City, Texas has forwarded a recommendation to the City Council for amendment of the City's zoning ordinance as set forth herein; and

WHEREAS, notice has been given and public hearings held as required for amendments to the zoning ordinance.

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

SECTION 1.

Section 28, "Definitions" in Appendix B – Zoning of the Code of Ordinances of the City of Haltom City, Texas, as amended, is hereby amended by adding the following definitions:

Banquet Hall: An establishment that is leased on a temporary basis before the day of the event by individuals or groups who reserve the facility to accommodate private functions, including, but not limited to, banquets, weddings, anniversaries, receptions, business and organizational meetings, and other similar functions, to which the general public is not admitted and for which no admission charge is imposed. Such establishments may include kitchen facilities for the preparation of food or catering of food and areas for dancing, dining, and other entertainment activities that customarily occur in association with said functions.

Household Laundry Service Facility: A commercial establishment where clothes and other household fabrics can be washed and dried, primarily using coin-operated machines or other means of self-service laundry. Also known as washaterias, laundromats, launderettes, and lavanderias.

Massage Therapy Clinic: Any place of business in which massage therapy is practiced by a massage therapist, as defined and licensed by State law. "Massage therapy", as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body massage. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for "massage therapy" are massage, therapeutic massage. Massage and "therapeutic" do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law.

Massage Therapy, Unlicensed: Any place of business in which massage therapy is practiced by an unlicensed massage therapist. "Massage therapy", as a health care service, means the manipulation of soft tissue for therapeutic purposes. The term includes, but is not limited to, effleurage (stroking), petrissage (kneading), tapotement (percussion), compression, vibration, friction, nerve strokes, and Swedish gymnastics, either by hand or with mechanical or electrical apparatus for the purpose of body message. Massage therapy may include the use of oil, salt glows, heat lamps, hot and cold packs, tub, shower or cabinet baths. Equivalent terms for "massage therapy" are massage, therapeutic massage. Massage and "therapeutic" do not include diagnosis, the treatment of illness or disease, or any service or procedure for which a license to practice medicine, chiropractic, physical therapy, or podiatry is required by law. Acupuncture, acupressure, reflexology, and similar unlicensed therapeutic practices are included in this definition.

Tattoo and/or Piercing Studio: An establishment whose principal business activity, either in terms of operation or as held out to the public, is the practice of one or more of the following: (1) placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration of the skin, by means of the use of needles

or other instruments designed to contact or puncture the skin; (2) creation of an opening in the body of a person for the purpose of inserting jewelry or other decoration.

And changing the following definitions:

Barber shop / beauty salon: An establishment that provides personal services such as haircuts, braiding of hair, weaving of hair, perms, color treatments, manicures, pedicures, skin care, permanent cosmetics, tanning, noninvasive and/or nonaggressive dead skin exfoliation and hair removal, body wraps, esthetician specialties and cosmetology procedures. Tattoo studio, dental procedures, and medical procedures are not included in this definition as primary or accessory uses.

Commercial amusement center, indoor operations only: A facility providing for entertainment and amusement. Games contained in the facility may include skilled games or activities such as, but not limited to, shuffle boards, darts, bowling facilities, roller/ice skating rinks, dominos, and arcade/video/computer games. Not included in this definition are games commonly referred to as eight-liners or slot machines or other games of chance resembling machines, dice, card games, or other gambling-like devices.

SECTION 2.

Section 9, “Matrix of Uses” in Appendix B – Zoning of the Code of Ordinances of the City of Haltom City, Texas, as amended, is hereby amended by adding the following changes to the table of uses:

KEY:

- P = Permitted
- C = Conditional
- SE = Special Exception

D. Recreational and entertainment uses:	SF-1	SF-2	D	MF-1	MF-2	MHD	TH	O	C-1	C-2	C-3	C-4	C-5	M-1	M-2
Banquet hall										C	P [^]	P [^]			
Health and physical fitness center									P	P	P	P		P	P
Park, playground and recreation area	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
G. Retail and service uses:	SF-1	SF-2	D	MF-1	MF-2	MHD	TH	O	C-1	C-2	C-3	C-4	C-5	M-1	M-2
Health service facilities								P	P	P	P	P		P	P
Household laundry service facility											C				
Massage therapy clinic										C	C				
Massage therapy, unlicensed											C				
Tattoo and/or piercing studio										C	C	C			

[^] Refer to Sec. 29.BB for supplementary district regulations

SECTION 3.

Section 31.D, “Schedule of Minimum Parking Spaces” in Appendix B – Zoning of the Code of Ordinances of the City of Haltom City, Texas, as amended, is hereby amended by adding the following changes to the schedule of minimum parking spaces:

KEY:

Use	Number of Spaces	Required for Each	Additional Requirements
Commercial:			
Banquet hall	1	100 square feet	Minimum of 60 spaces
Commercial amusement center (indoors)	1	125 square feet	
Health and physical fitness center	1	300 square feet	
Household laundry service	1	3 washing machines	
Massage therapy clinic	1	350 square feet	
Massage therapy, unlicensed	1	350 square feet	
Tattoo and/or piercing studio	1	400 square feet	

SECTION 4.

Section 29, “Supplementary District Regulations” in Appendix B – Zoning of the Code of Ordinances of the City of Haltom City, Texas, as amended, is hereby amended by the addition of the following:

BB. *Banquet Hall.* Banquet halls as a primary use must:

1. Be located in a tenant space of at least 6,000 square feet within a multi-tenant building that has a contiguous building footprint of at least 20,000 square feet; and
2. Have the owner, lessee or operator of any banquet hall maintain good order upon the premises and shall not permit disorderly or immoral conduct or loitering thereon, nor shall he or she cause or permit any noise or nuisance on the parking area of the banquet hall whereby the quiet and good order of the neighborhood is disturbed; and
3. Not have the owner, lessee or operator of any banquet hall allow the operation of any sound equipment at any place or in any manner that will disturb the peace and quiet of persons residing in any residential building or operating in any business building located on or within 400 feet of the premises on which such banquet hall is located; and
4. Not be conducted during the following hours:
 - a. From 12:00 midnight to 12:00 noon on Monday, Tuesday, Wednesday, Thursday, and Friday; and
 - b. From 1:00 a.m. until 12:00 noon on Saturdays and Sundays.

SECTION 5.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Haltom City, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 6.

It is hereby declared to be the intention 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 7.

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 not more than Two Thousand Dollars (\$2,000) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 8.

All rights and remedies of the City of Haltom City are expressly saved as to any and all violations of the provision of the Zoning Ordinance of the Code of Ordinances of the City of Haltom City, Texas, as amended, or any other ordinances regulating zoning and land use that 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 ordinance but may be prosecuted until final disposition by the courts.

SECTION 9.

The City Secretary of the City of Haltom City is hereby directed to publish in the official newspaper of the City of Haltom City, the caption, penalty clause, publication clause and effective date clause of this ordinance one (1) time within ten (10) days after the first reading of this ordinance as required by Section 10-01 of the Charter of the City of Haltom City.

SECTION 10.

This ordinance shall be in full force and effect from an after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON FIRST READING THIS ____ DAY OF _____, 2016.

PASSED AND APPROVED ON SECOND READING THIS ____ DAY OF _____, 2016.

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

CITY COUNCIL MEMORANDUM

City Council Meeting: November 14, 2016
Department: City Secretary
Subject: Boards and Commissions
Resignation of Members

BACKGROUND

The City Council will consider action regarding the resignations from Boards and Commissions. Jaye Arsement has submitted her resignation from Place Three on the Planning and Zoning Commission.

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENT

Resignation from Jaye Arsement.

CITY COUNCIL MEMORANDUM

City Council Meeting: November 14, 2016
Department: City Secretary
Subject: Boards and Commissions
Appointments/Reappointments

BACKGRO UND

The City Council will consider action regarding the appointment/reappointment of board and commission members. Councilmembers serving in Places 4 and 6 are due to make appointments and/or reappointments to the following boards: Beautification, Library, and Parks. The Mayor appoints all five members to the Public Arts Program Committee.

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENTS

Applications: Kyle Crouse, Zachariah Ammons, Teresa Cabano, Diana Williams, David Wood, John Thornton, Troy Depue, and Anastasia Taylor.

Mayor: Beautification (vacant), Public Arts Program Committee – 2 appointments vacant.

Councilmember Place 1: ZBA (vacant)

Councilmember Place 4: Beautification (current member Denise Ford), Library (current member Teresa Cabano), Parks (current member Don Cooper)

Councilmember Place 6: Beautification (vacant), Parks (current member Dana Coffman)