

AGENDA

HALTOM CITY COUNCIL MEETING

April 25, 2016

CITY HALL - 5024 BROADWAY AVENUE
Council Chambers – Work Session/Regular Session
WORK SESSION 6:00 P.M. - REGULAR SESSION 7:00 P.M.

WORK SESSION 6:00 P.M.

CALL TO ORDER (General Comments)

- Discuss Haltom City Public Arts Program
- Discuss Smoking Ban in City Parks and at City Facilities
- Review and discuss items on the regular agenda of April 25, 2016

EXECUTIVE SESSION

Section 551.071

As authorized by Chapter 551 of the Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, in addition to the following matters:

Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct which may conflict with the Open Meetings Act; including discussion of any item posted on the Agenda; to seek legal advice on: open meetings, open records, litigation, and settlement offers: project schedule/construction contract with Tiseo Paving, and/or claims for the following cases:

- Donald Anthony Hains v. City of Haltom City
- Flynn v. Haltom City EDC
- Progressive County Mutual Ins. Co. v. City of Haltom City
- James H. Watson v. City of Haltom City
- Louis Engler v. City of Haltom City, et al
- EEOC Charge No. 450-2015-01583
- City of San Antonio, Texas, on behalf of itself and all other similarly situated Texas cities v. Hotels.com, L.P., et al., Civil No. SA-06-CA-381-OG, a Class Action

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, or duties of the City Secretary.

REGULAR SESSION 7:00 P.M.

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE – Council Member Scott Garrett

ANNOUNCEMENTS/EVENTS – Council Member Stephanie Davenport

REPORTS

1. **Monthly Financial Report for March 2016** – Review of the preliminary monthly Financial Report for the month ending March 31, 2016. (**J. Fung**)
2. **Quarterly Investment Report for 2016** – Consideration and/or action regarding approval of the March 2016 Quarterly Investment Report. (**J. Fung**)

CONSENT AGENDA

3. **Minutes** – Consideration and/or action regarding approval of the Minutes of the meeting of April 11, 2016 and April 18, 2016. (**A. Camacho**)
4. **Ordinance No. O-2016-010-10** – Consideration and/or action approving Ordinance No. O-2016-010-10 adopting the 2016 Standards of Care – **2nd Reading** (**C. Pruitt**)

REGULAR AGENDA

5. **Resolution No. R-2016-014-03** – Consideration and/or action on approval of a negotiated resolution between the Steering Committee of Cities Served by Oncor regarding the concerns of just and reasonable rate. (**J. Fung**)
6. **Hillshire Farms Economic Development Agreement** – Consideration and/or action regarding approval of a 380 agreement with Hillshire Farms. (**C. Barnett**)
7. **Schedule Special Council Meeting and Cancel a Regularly Scheduled Council Meeting** – Consideration and/or action to schedule a special Council meeting for May 16, 2016 to allow for the canvassing of the May 7th General and Special Election, the installation of the newly elected officials, and possibly cancel the regularly scheduled meeting of May 23, 2016. (**A. Camacho**)
8. **Ordinance No. O-2016-008-15 (Z-004-16)** - Conduct a public hearing and consider action on the application of Elias Loreda for a Zoning Change request from “C-2” Commercial District to “C-3” Commercial District located on Lot 1, Block 23 of the Parkdale Gardens Addition, being approximately 0.332 acres located south of Ellison Avenue and east of Carson Street, locally known as 2600 Carson Street.- **First Reading** (**J. French**)
9. **Ordinance No. O-2016-009-15 (CU-002-16)** – Conduct a public hearing and consider action on the application of Jesus Mejia for a Conditional Use Permit request with site plan approval, for tire sales store and automobile and light truck repair shop located on Tract 18B9 of the Joel Walker Survey, being approximately 0.2 acres located south of E. Belknap Street and west of Layton Avenue, locally known as 4320 E. Belknap Street. – **First Reading** (**J. French**)
10. **Resolution No. R-2016-012-11 – Award of Sanitation Sewer Project** - Consideration and/or action to approve Resolution R–2016–012–11, authorizing the City Manager to make payment to Fort Worth for Haltom City’s proportionate share of both the engineering costs and construction costs for Phase 1 & Phase 3 of the Big Fossil Relief Sewer Main Project. (**G. Van Nieuwenhuize**)
11. **Resolution No. R-2016-013-11 - TxDot Agreement – Carson Bridge** – Consideration and/or action to approve Resolution R–2016–013–11, authorizing the City Manager to execute the Advance Funding Agreement Amendment #1 for the Carson Street Bridge Replacement Project. (**G. Van Nieuwenhuize**)
12. **Fuel City Easement and Agreement** – Consideration and/or action on an agreement by and between Benda Haltom City LLC, White Buffalo Exchange, LLC, and Cougar Springs Investments, LLC (collectively known as the owner) and Haltom City. (**C. Barnett/G. Van Nieuwenhuize**)
13. **Variance to Livestock Ordinance** – Consideration and/or action to approve a variance to Section 10-49 of the City Code to authorize the keeping of livestock within an enclosure on Block 1, Lot 1 Fuel City Haltom City Addition. (**R. Phelps**)

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

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

EXECUTIVE SESSION

See Posting on Page One (1) of Agenda.

RECONVENE TO REGULAR SESSION

16. 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 22nd DAY OF APRIL, 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 Of Haltom City Public Art's Program

This Commission is to act as an advisory body to the Mayor and City Council in matters relating to the City of Haltom City's public art program. The Commission will consist of no more than five (5) members all appointed by the Mayor, with ratification by the City Council. Members will serve a staggered two year term (two members appointed in even number years, and three appointed in odd numbered years). All members cannot serve on any other board or commission while participating on the Public Art's Commission, and must have a verifiable background and or experience in public arts. The Commission will have one (1) liaison from both City Council and staff.

The purpose of the Public Arts Program is to:

- Create an enhanced visual environment for Haltom City residents;
- Commemorate the City's rich cultural and ethnic diversity;
- Integrate the design work of artists into the development of the City's capital infrastructure improvements; and
- Promote economic vitality in the City through the artistic design of public spaces.

The initial task of this Commission will be to evaluate all City owned properties, including rights of ways, medians, etc. to best determine appropriate artwork / sculptures for these areas, and report back to the Mayor and City Council with their recommendations.

There will be no initial impact on our FY 2016/2017 budget.

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016

Department: Finance

Subject: Monthly Financial Reports for March 2016

BACKGROUND

Attached is the Monthly Financial Report for the month ending March 31, 2016. This report is submitted to the City Council for their review and comment. It provides a top-level analysis of the City's financial condition and results of operations for the fiscal year to date.

FISCAL IMPACT

This is a management tool that can be used by City Council in evaluating future spending decisions.

RECOMMENDATION

Staff recommends review of the attached reports.

ATTACHMENTS

Monthly Financial Report for March 31, 2016.

2016 March Monthly Financial Report

April 14, 2016

We are pleased to provide the March 2016 monthly financial report. Most of the funds are performing as budgeted. Variances and exceptions that warrant explanations are listed in the financial report.

Fund Balances

At the end of March, the total fund balance for all City funds amounted to over \$37.6 million. All funds maintained positive fund balance.

Revenues

At the end of March, the City realized over \$34.6 million or 57.7% of the yearly revenue. The City collected over \$11 million in property tax revenues, out of which \$7.3 million were in the General Fund and \$3.7 million were in the Debt Service Fund. The year-to-date property tax revenue collection was similar to previous years. Sales Tax Revenue for General Fund was about \$3.1 million and approximately 6% higher when comparing to March 2015. Licenses/Permit and Fees and Fines were much lower compared to the prior year. There were no other significant deviations from the budget.

Expenditures

The City has spent about \$32.4 million or about 44% of the total budget for the first half of the year. Expenditures for most funds were proportional to and within the budget. Debt service payments of over \$6 million were made before the end of January. Fire Donation Fund and Police CART Fund have expenditures that were not budgeted. No other significant expenditures or cost savings were realized.

Staff is available to answer any questions related to the monthly financial report you may have.

Sincerely,



Jennifer O. Fung
Director of Finance

2016 March Monthly Financial Report - Fund Balance

Fund No.	Fund Title	Actual Fund Balance 10/1/2015	YTD Revenues	YTD Expenditures	Ending Fund Balance 3/31/2016
1	General Fund	\$7,879,412	\$15,485,581	\$13,157,519	\$10,207,474
5	Debt Service Fund	217,584	4,272,286	4,202,339	287,531
11	Economic Development Fund	2,962,170	1,874,341	2,134,325	2,702,186
12	Crime Control Fund	309,059	742,450	620,991	430,518
13	Oil and Gas Fund	3,501,192	39,644	445,325	3,095,511
14	Hotel Motel Tax Fund	100,326	23,735	21,045	103,016
15	Court Security Fund	118,195	13,353	16,500	115,048
16	Court Technology Fund	117,379	17,604	14,835	120,148
17	Juvenile Case Manager Fund	155,033	22,037	24,000	153,070
18	Red Light Camera Fund	209,441	77,677	131,443	155,675
19	Grant Fund	35,828	12,657	19,837	28,648
20	PEG Fund	181,677	18,445	4,624	195,498
21	Fire Donation Fund	5,039	4,356	1,030	8,365
22	Library Donation Fund	141,756	21,204	6,206	156,754
23	Police Forfeiture Fund	45,947	20,391	4,882	61,456
24	Park Donation Fund	27,659	28,133	18,800	36,992
25	Park Dedication Fund	84,929	371	0	85,300
26	Safe Pathways Fund	51,735	3,421	0	55,156
27	Animal Shelter Fund	43,590	2,636	0	46,226
28	Police Donation Fund	57,471	48,513	67,790	38,194
29	Police CART Fund	8,654	11	2,604	6,061
31	Street Reconstruction Fund	5,338,876	785,030	588,181	5,535,725
32	Capital Projects Fund	4,320,394	250,168	23,937	4,546,625
35	Capital Replacement Fund	0	250,000	0	250,000
39	Street Assessment Fund	11,792	50	0	11,842
41	Water and Sewer Fund	5,076,914	8,896,183	9,858,131	4,114,966
42	Water Capital Projects	2,134,321	709,304	271,921	2,571,704
44	W&S Impact Fees	843,193	14,353	0	857,546
45	Drainage Fund	896,226	800,145	797,798	898,573
46	Drainage Capital Projects	638,586	127,837	11,790	754,633
Total		\$35,514,378	\$34,561,916	\$32,445,853	\$37,630,441

2016 March Monthly Financial Report - Revenue Summary

Fund No.	Fund Title	Adopted Budget	Revised Budget	YTD Budget	March Actual	YTD Actual	Percent of Revenue Earned	Notes
1	General Fund	\$23,765,371	\$23,765,372	\$15,763,133	\$2,638,877	\$15,485,581	65.2%	1
5	Debt Service Fund	5,059,832	5,059,832	4,249,307	183,585	4,272,286	84.4%	2
11	Economic Development Fund	3,119,193	3,119,193	1,299,664	357,951	1,874,341	60.1%	
12	Crime Control Fund	1,482,268	1,482,268	617,612	106,613	742,450	50.1%	
13	Oil and Gas Fund	210,000	210,000	87,500	3,306	39,644	18.9%	3
14	Hotel Motel Tax Fund	43,840	43,840	18,267	4,396	23,735	54.1%	
15	Court Security Fund	33,300	33,300	13,875	2,532	13,353	40.1%	4
16	Court Technology Fund	43,800	43,800	18,250	3,341	17,604	40.2%	4
17	Juvenile Case Manager Fund	52,420	52,420	21,842	4,174	22,037	42.0%	4
18	Red Light Camera Fund	120,600	120,600	50,250	19,293	77,677	64.4%	
19	Grant Fund	69,061	69,061	28,775	5,200	12,657	18.3%	5
20	PEG Fund	64,300	64,300	26,792	9,975	18,445	28.7%	6
21	Fire Donation Fund	2,410	2,410	1,004	1,086	4,356	180.7%	7
22	Library Donation Fund	33,060	33,060	13,775	6,309	21,204	64.1%	
23	Police Forfeiture Fund	25,020	25,020	10,425	12,151	20,391	81.5%	8
24	Park Donation Fund	71,175	71,175	29,656	4,559	28,133	39.5%	9
25	Park Dedication Fund	100	100	42	73	371	371.0%	8
26	Safe Pathways Fund	75	75	31	44	3,421	4561.3%	10
27	Animal Shelter Fund	3,050	3,050	1,271	344	2,636	86.4%	8
28	Police Donation Fund	62,300	62,300	25,958	24,243	48,513	77.9%	8
29	Police CART Fund	0	0	0	5	11	NA	
31	Street Reconstruction Fund	1,570,388	1,570,388	654,328	111,804	785,030	50.0%	
32	Capital Projects Fund	481,000	481,000	200,417	41,623	250,168	52.0%	
35	Capital Replacement Fund	500,000	500,000	208,333	41,667	250,000	50.0%	
39	Street Assessment Fund	2,000	2,000	833	10	50	2.5%	11
41	Water and Sewer Fund	19,713,811	19,713,811	8,214,088	1,491,675	8,896,183	45.1%	
42	Water Capital Projects	1,401,600	1,401,600	584,000	118,655	709,304	50.6%	
44	W&S Impact Fees	14,000	14,000	5,833	721	14,353	102.5%	12
45	Drainage Fund	1,656,500	1,656,500	690,208	140,539	800,145	48.3%	
46	Drainage Capital Projects	250,500	250,500	104,375	21,426	127,837	51.0%	
Total		\$59,850,973	\$59,850,974	\$32,939,844	\$5,356,177	\$34,561,916	57.7%	

Notes:

- 1 General Fund received over 93% of the budgeted property tax revenues and all the electric franchise fee
- 2 Debt Service Fund revenues include 93% of the budgeted property tax revenues.
- 3 Oil and Gas Revenues were low due to lower oil prices and production.
- 4 Revenues for court related funds are low due to lower citations.
- 5 Revenues for Grant Fund are low due to lower activities.
- 6 Revenues for PEG Fund are low due to timing of receipts of payments from Charter Communications and SouthWestern Bell.
- 7 Revenues for Fire Donation Fund has exceeded the yearly budget due to change of accounting method.
- 8 Report reflected high percents but the amounts were insignificant.
- 9 Revenues are low due to timing of events.
- 10 The City received \$3,150 in Developer Contributions that was not budgeted.
- 11 The City has not received any street assessment revenue for the year, the amount reported are interest earned.
- 12 The City received about \$13,632 in Water and Sewer Impact Fees.

2016 March Monthly Financial Report - Expenditure Summary

Fund No.	Fund Title	Adopted Budget	Revised Budget	YTD Budget	March Actual	YTD Expenditures	Percent of Budget Spent	Notes
1	General Fund	\$26,239,766	\$26,239,766	\$13,119,883	\$1,886,111	\$13,157,519	50.1%	
5	Debt Service Fund	4,902,187	4,902,187	4,225,593	0	4,202,339	85.7%	1
11	Economic Development Fund	3,149,337	3,149,337	1,312,224	171,232	2,134,325	67.8%	2
12	Crime Control Fund	2,001,184	2,001,184	833,827	96,285	620,991	31.0%	
13	Oil and Gas Fund	890,650	890,650	371,104	74,221	445,325	50.0%	
14	Hotel Motel Tax Fund	59,808	59,808	24,920	3,216	21,045	35.2%	3
15	Court Security Fund	34,000	34,000	14,167	2,750	16,500	48.5%	
16	Court Technology Fund	82,367	82,367	34,320	1,290	14,835	18.0%	3
17	Juvenile Case Manager Fund	49,500	49,500	20,625	4,000	24,000	48.5%	
18	Red Light Camera Fund	199,830	199,830	83,263	11,365	131,443	65.8%	4
19	Grant Fund	83,905	83,905	34,960	1,797	19,837	23.6%	3
20	PEG Fund	52,500	52,500	21,875	4,624	4,624	8.8%	
21	Fire Donation Fund	0	0	0	361	1,030	NA	5
22	Library Donation Fund	74,900	74,900	31,208	506	6,206	8.3%	3
23	Police Forfeiture Fund	8,600	8,600	3,583	502	4,882	56.8%	
24	Park Donation Fund	81,100	81,100	33,792	2,808	18,800	23.2%	3
25	Park Dedication Fund	0	0	0	0	0	NA	
26	Safe Pathways Fund	0	0	0	0	0	NA	
27	Animal Shelter Fund	0	0	0	0	0	NA	
28	Police Donation Fund	68,350	68,350	28,479	0	67,790	99.2%	6
29	Police CART Fund	2,500	2,500	1,042	0	2,604	104.2%	7
31	Street Reconstruction Fund	6,656,000	6,656,000	2,773,333	11,142	588,181	8.8%	3
32	Capital Projects Fund	3,835,000	3,835,000	1,597,917	0	23,937	0.6%	3
35	Capital Replacement Fund	0	0	0	0	0	NA	
39	Street Assessment Fund	0	0	0	0	0	NA	
41	Water and Sewer Fund	21,264,576	21,264,576	8,860,240	1,189,070	9,858,131	46.4%	
42	Water Capital Projects	1,685,000	1,685,000	702,083	0	271,921	16.1%	3
44	W&S Impact Fees	0	0	0	0	0	NA	
45	Drainage Fund	1,947,614	1,947,614	811,506	90,808	797,798	41.0%	
46	Drainage Capital Projects	261,300	261,301	108,875	0	11,790	4.5%	3
Total		\$73,629,974	\$73,629,975	\$35,048,819	\$3,552,088	\$32,445,853	44.1%	

Notes:

- 1 The City paid debt services at the end of January as budgeted.
- 2 Payments of \$1,169,439 for Backage Roads projects were made for the first half of the year.
- 3 Expenditures were low due to lower activities.
- 4 Purchase of equipment supplies totaled over \$80,262 were made during the first half of the year.
- 5 Purchases of supplies and tools were made for the Fire Services Board even there was no budget allocated.
- 6 Purchases of equipment supplies totaled over \$66,649 were made in the Police Donation Fund.
- 7 Conference and training expenditures of \$2,604 were incurred for the CART program which exceeded the budgeted amount.

2016 March Monthly Financial Report - General Fund Revenues

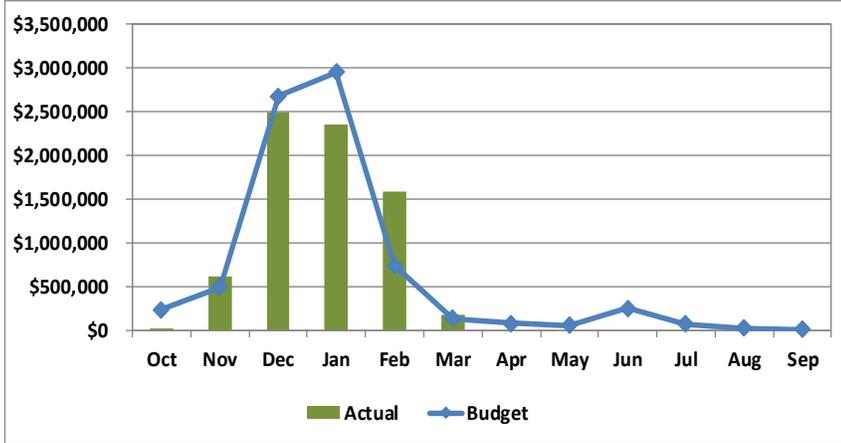
Description	Adopted Budget	Revised Budget	YTD Budget	March Actual	YTD Actual	Percent of Revenue Earned	Notes
Property Taxes	\$7,816,093	\$7,816,094	\$7,267,739	187,395	7,275,273	93.1%	1
Sales & Other Taxes	6,248,150	6,248,150	3,001,285	433,281	3,064,075	49.0%	
Franchise Fees	4,008,000	4,008,000	2,647,545	1,523,395	2,442,813	60.9%	2
Licenses/Permits/Fees	461,415	461,415	230,708	41,630	194,034	42.1%	3
Charges for Service	1,850,763	1,850,763	925,382	151,557	881,361	47.6%	
Fees and Fines	1,700,550	1,700,550	850,275	145,254	744,749	43.8%	4
Other Revenues							
Intergovernmental	89,800	89,800	44,900	20,682	61,908	68.9%	5
Interest Income	20,000	20,000	10,000	7,872	28,500	142.5%	6
Miscellaneous	143,000	143,000	71,500	11,330	92,780	64.9%	7
Total General Fund Revenues	\$22,337,771	\$22,337,772	\$15,049,333	\$2,522,396	\$14,785,493	66.2%	
Transfers	1,427,600	1,427,600	713,800	116,481	700,088	49.0%	
Total General Fund Revenues and Transfers	\$23,765,371	\$23,765,372	\$15,763,133	\$2,638,877	\$15,485,581	65.2%	

Notes:

- 1 Property Tax collected was about 93% by the end of March which is almost the same as previous years.
- 2 The City collected the annual electric franchise fee in March.
- 3 Licenses and Permits are low compared to FY2015. This is mainly due to lower collection from Building Permits.
- 4 Fees and fines are low compared to FY2015. This is mainly due to lower activities in citations and warrants for the first few months of the year.
- 5 The City received \$33,066 in Auto Theft Task Force Grant for the first six months of the year.
- 6 Interest revenues are higher due to higher short term interest rates.
- 7 The City received over \$28,580 from Oncor Electric for Street Lights Settlement in Miscellaneous Revenues account.

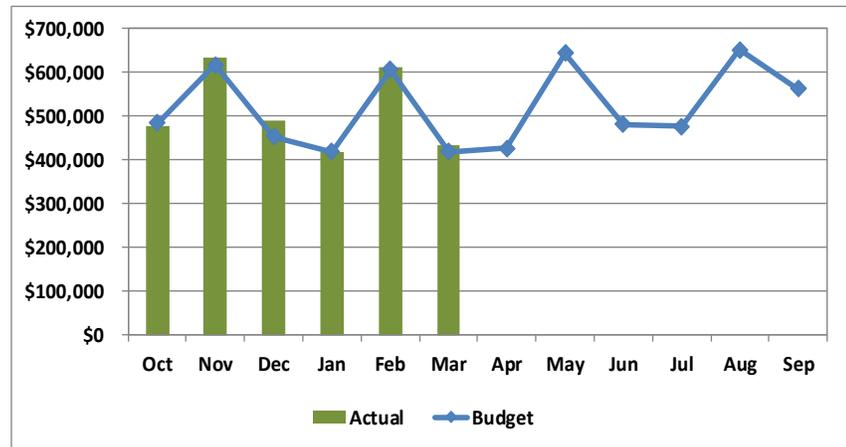
2016 March Monthly Financial Report - General Fund Revenues

Property Tax Revenues



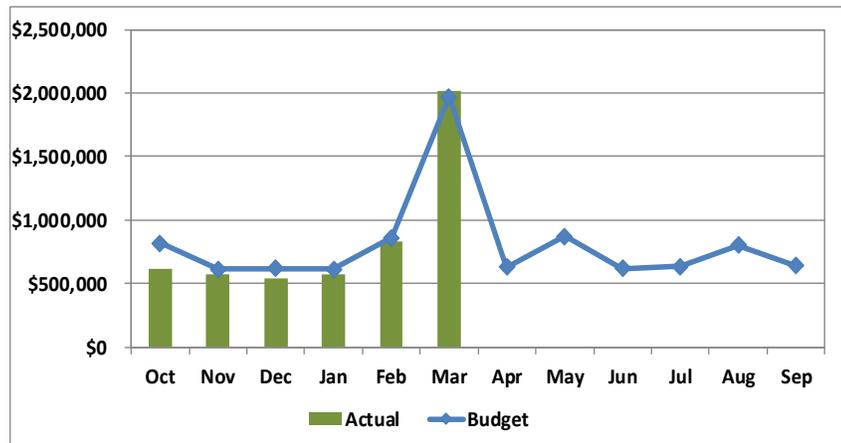
	Budget	Actual	YTD Variance
Oct	\$243,508	\$28,821	(\$214,687)
Nov	498,061	618,919	(93,828)
Dec	2,682,577	2,495,571	(280,835)
Jan	2,959,531	2,351,007	(889,358)
Feb	744,403	1,593,560	(40,201)
Mar	139,660	187,395	7,534
Apr	85,683		
May	67,388		
Jun	263,076		
Jul	81,389		
Aug	31,697		
Sep	19,121		
Total	\$7,816,093	\$7,275,273	(\$540,820)

Sales & Use Tax Revenues



	Budget	Actual	YTD Variance
Oct	\$484,818	\$477,434	(\$7,384)
Nov	617,888	633,001	7,729
Dec	453,553	489,132	43,308
Jan	419,554	417,669	41,423
Feb	606,789	613,558	48,192
Mar	418,683	433,281	62,790
Apr	427,197		
May	644,617		
Jun	481,805		
Jul	476,594		
Aug	652,848		
Sep	563,804		
Total	\$6,248,150	\$3,064,075	(\$3,184,075)

Other General Fund Revenues



	Budget	Actual	YTD Variance
Oct	\$816,022	\$614,780	(\$201,242)
Nov	611,468	571,048	(241,662)
Dec	621,516	543,649	(319,529)
Jan	616,079	571,177	(364,431)
Feb	861,507	827,378	(398,560)
Mar	1,967,518	2,018,201	(347,876)
Apr	632,537		
May	874,315		
Jun	621,690		
Jul	634,343		
Aug	801,128		
Sep	643,006		
Total	\$9,701,128	\$5,146,233	(\$4,554,895)

2016 March Monthly Financial Report - General Fund Expenditures

Description	Adopted Budget	Revised Budget	YTD Budget	March Actual	YTD Expenditures	Percent of Budget Spent	Notes
General Government	\$6,692,025	\$6,692,025	\$3,346,013	\$351,933	\$2,786,025	41.6%	
Administration	513,520	513,520	256,760	26,324	461,508	89.9%	1
City Secretary	229,525	229,525	114,763	16,670	126,752	55.2%	
City Council	181,550	181,550	90,775	856	37,577	20.7%	2
Finance	659,847	659,847	329,924	35,540	270,983	41.1%	
Human Resources	574,240	574,240	287,120	43,055	270,483	47.1%	
Planning & Inspection	748,400	748,400	374,200	44,134	293,679	39.2%	
Information Technology	505,816	505,816	252,908	49,132	243,488	48.1%	
Fleet Services	591,569	591,569	295,785	37,450	316,373	53.5%	
Building Maintenance	518,169	518,169	259,085	32,856	186,143	35.9%	
Nondepartment	2,169,389	2,169,389	1,084,695	65,916	579,039	26.7%	2
Public Safety	\$15,867,400	\$15,867,400	\$7,933,700	\$1,297,517	\$8,670,321	54.6%	
Police	8,927,864	8,927,864	4,463,932	583,796	4,981,138	55.8%	
Fire	6,246,075	6,246,075	3,123,038	671,333	3,396,769	54.4%	
Municipal Court	693,461	693,461	346,731	42,388	292,414	42.2%	
Streets	\$872,885	\$872,885	\$436,442.50	\$42,981	\$312,019	35.7%	
Culture and Recreation	\$2,307,456	\$2,307,456	\$1,153,728	\$152,013	\$1,139,154	49.4%	
Parks and Recreation	1,128,988	1,128,988	564,494	71,374	555,254	49.2%	
Library	1,178,468	1,178,468	589,234	80,639	583,900	49.5%	
Total General Fund Expenditures	\$25,739,766	\$25,739,766	\$12,869,883	\$1,844,444	\$12,907,519	50.1%	
Transfers Out	500,000	500,000	250,000	41,667	250,000	50.0%	
Expenditures & Transfers	\$26,239,766	\$26,239,766	\$13,119,883	\$1,886,111	\$13,157,519	50.1%	

Notes:

- 1 The expenditures are high due to separation pay for the former City Manager.
- 2 The expenditures are much lower than budgeted amount for the first half of the year.

**City of Haltom City
Debt Ratio, Quick Ratio, and Current Ratio
March 31, 2016**

	General Fund	Water & Sewer Fund	All Other Funds	City-wide
Assets				
Total Quick Assets (Current Assets without inventory, supplies and prepaid items)	\$24,779,951	\$9,097,493	\$22,508,777	\$56,386,222
Total Current Assets	24,936,070	9,535,289	22,682,273	57,153,632
Fixed Assets	84,075,432	42,604,118	16,449,393	143,128,943
Total Assets	109,011,502	\$52,139,407	\$39,131,666	\$200,282,575
Liabilities				
Current Liabilities	14,355,365	5,159,711	2,612,028	22,127,104
Long-Term Liabilities	40,046,658	13,604,832	3,400,980	57,052,469
Total Liabilities	\$54,402,022	\$18,764,542	\$6,013,008	\$79,179,573
Debt Ratio	50%	36%	15%	40%
Quick Ratio	1.73	1.76	8.62	2.55
Current Ratio	1.74	1.85	8.68	2.58

**Debt Ratio, Quick Ratio and Current Ratio
As Compared with Other Cities
September 30, 2015**

	Haltom City	Euless	Hurst	North Richland Hills	Watauga
Debt Ratio	46%	31%	27%	41%	34%
Quick Ratio	3.27	2.87	6.32	1.57	4.47
Current Ratio	14.24	11.38	21.03	14.98	15.67

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016

Department: Finance

Subject: Quarterly Investment Report for
March 31, 2016

BACKGROUND

Attached is the Quarterly Investment Report for the quarter ending March 31, 2016. This report is submitted to the City Council for their review and comment. This provides information and analysis of the City's investment portfolio and investment activities.

FISCAL IMPACT

This is a management tool for evaluating the investment portfolio and investment activities.

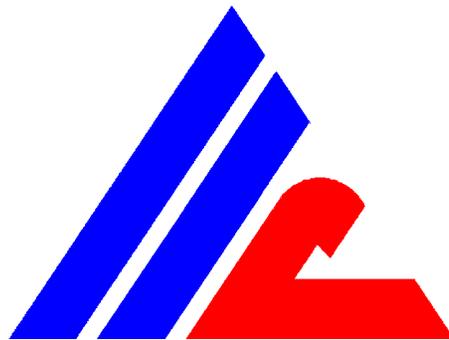
RECOMMENDATION

Staff recommends review of the attached report.

ATTACHMENTS

Quarterly Investment Report for the quarter ending March 31, 2016.

CITY OF HALTOM CITY



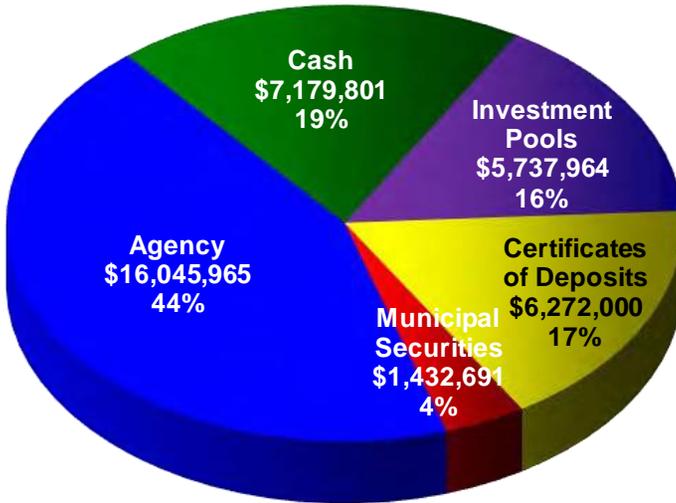
QUARTERLY INVESTMENT REPORT

January 1, 2016 - March 31, 2016

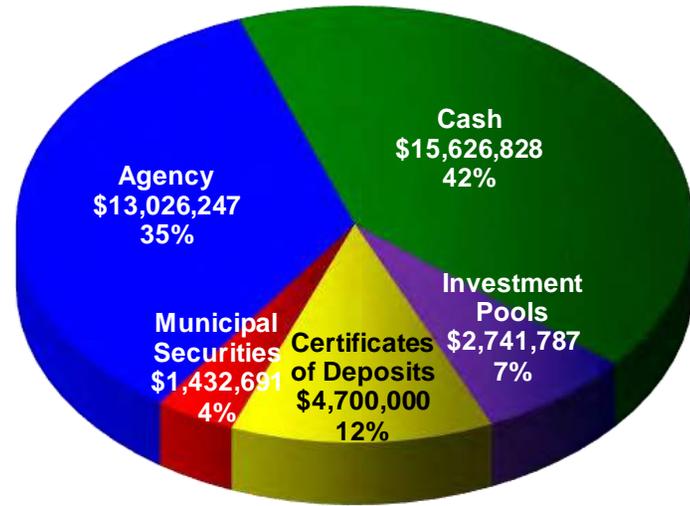
CITY OF HALTOM CITY
QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
Security Sector Allocation - Book Value as of 3/31/2016

Security Sector Allocation				
Security Sector	Book Value 12/31/2015	% of Portfolio 12/31/2015	Book Value 3/31/2016	% of Portfolio 3/31/2016
Cash	\$7,179,801.06	19.6%	\$15,626,828.36	41.6%
Local Government Investment Pools	5,737,964.48	15.6%	2,741,786.54	7.3%
Certificates of Deposits	6,271,999.88	17.1%	4,699,999.88	12.5%
Municipal Securities	1,432,691.30	3.9%	1,432,691.30	3.8%
Federal Agency Coupon Securities	16,045,964.87	43.8%	13,026,247.00	34.7%
Total	\$36,668,421.59	100.0%	\$37,527,553.08	100.0%

Total Portfolio Assets as of 12/31/2015

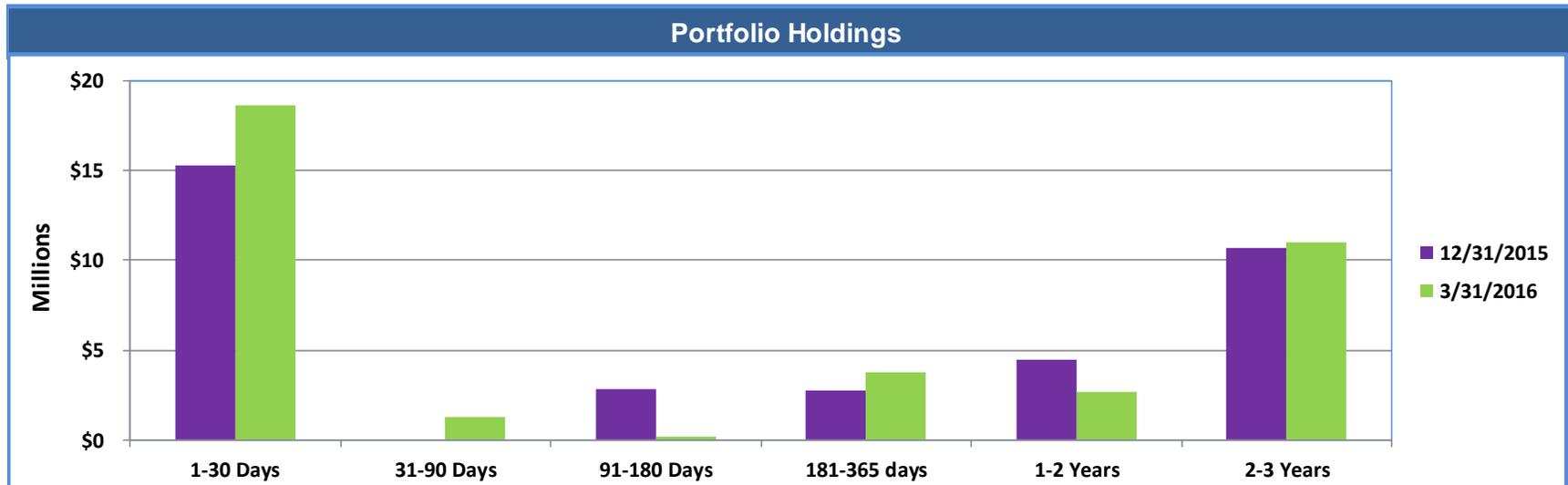


Total Portfolio Assets as of 3/31/2016



CITY OF HALTOM CITY
QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Distribution by Maturity Range - Book Value

Maturity Range Allocation				
Maturity Range	Book Value 12/31/2015	% of Portfolio 12/31/2015	Book Value 3/31/2016	% of Portfolio 3/31/2016
1-30 Days	\$15,277,226.83	42.4%	\$18,616,614.90	49.6%
31-90 Days	-	0.0%	1,262,157.12	3.4%
91-180 Days	2,842,315.62	7.9%	217,046.30	0.6%
181-365 days	2,725,605.67	7.6%	3,754,127.38	10.0%
1-2 Years	4,490,127.38	12.4%	2,684,607.38	7.1%
2-3 Years	10,699,607.50	29.7%	10,993,000.00	29.3%
Total	\$36,034,883.00	100.0%	\$37,527,553.08	100.0%



CITY OF HALTOM CITY
QUARTERLY INVESTMENT REPORT
January 1, 2016 - March 31, 2016
Detail of Security Holdings As of 3/31/2016

ISSUERS	CUSIP	COUPON	YIELD	SETTLE	MATURITY	03/31/16	03/31/16	03/31/16
				DATE	DATE	PAR VALUE	MARKET VALUE	BOOK VALUE
						\$	\$	\$
<u>FEDERAL AGENCY COUPON SECURITIES</u>								
FHLB	313373SZ6	2.125%	0.403%	5/28/2014	6/10/2016	500,000.00	501,622.00	517,399.15
FHLB	3133834R9	0.375%	0.375%	5/28/2014	6/24/2016	500,000.00	500,001.50	499,757.97
FFCB	3133EEFA3	0.720%	0.742%	12/19/2014	12/15/2016	500,000.00	500,083.50	499,784.00
FHLMC	3134G5W76	0.750%	0.750%	12/30/2014	12/30/2016	500,000.00	501,090.50	500,000.00
FNMA	3135G0GY3	1.250%	1.237%	12/22/2014	1/30/2017	500,000.00	502,395.50	505,211.88
FHLB	313376SG1	1.180%	0.787%	12/22/2014	1/30/2017	500,000.00	501,948.50	504,094.00
FHLMC	3134G6WU3	1.200%	1.200%	5/21/2015	5/21/2018	1,000,000.00	1,000,155.00	1,000,000.00
FHLB	3130A5L80	1.300%	1.300%	6/29/2015	6/29/2018	1,000,000.00	1,001,580.00	1,000,000.00
FNMA	3136G2LS4	1.300%	1.300%	9/28/2015	9/28/2018	1,000,000.00	1,000,174.00	1,000,000.00
FHLMC	3134G72S9	1.125%	1.125%	11/5/2015	11/5/2018	1,000,000.00	1,000,032.00	1,000,000.00
FNMA	3136G2R66	1.150%	1.150%	11/19/2015	11/19/2018	1,000,000.00	1,000,346.00	1,000,000.00
FHLMC	3134G76C0	1.200%	1.200%	11/23/2015	11/23/2018	1,000,000.00	1,000,100.00	1,000,000.00
FNMA	3136G2UL9	1.400%	1.400%	11/23/2015	11/23/2018	1,000,000.00	1,000,944.00	1,000,000.00
FNMA	3135G0J46	1.250%	1.250%	2/26/2016	2/26/2019	1,000,000.00	999,495.00	1,000,000.00
FHLMC	3134G8NS4	1.400%	1.400%	3/29/2016	3/29/2019	1,000,000.00	1,002,426.00	1,000,000.00
FHLMC	3134G8UA5	1.300%	1.300%	3/29/2016	3/29/2019	1,000,000.00	999,083.00	1,000,000.00
TOTAL FEDERAL AGENCY COUPON SECURITIES						13,000,000.00	13,011,476.50	13,026,247.00
<u>MUNICIPAL SECURITIES</u>								
ARLINGTON TX GENERAL OBLIGATION BOND	041796fz1	2.500%	0.400%	3/10/2014	8/15/2016	100,000.00	100,626.00	105,074.00
NEW YORK STATE DORM AUTH ST INCOME TAX	6499027J6	1.750%	0.350%	12/19/2014	8/15/2016	110,000.00	110,490.60	111,972.30
WESTERVILLE OHIO CITY SCH DISTRICT SPL OBLIG	96003IAF9	3.000%	0.700%	12/19/2014	12/1/2016	250,000.00	253,952.50	261,037.50
HARRIS COUNTY TX FLOOD CONTROL DIST REF	4140185J6	1.229%	1.045%	12/22/2014	10/1/2017	950,000.00	956,612.00	954,607.50
TOTAL MUNICIPAL SECURITIES						1,410,000.00	1,421,681.10	1,432,691.30

CITY OF HALTOM CITY
QUARTERLY INVESTMENT REPORT
January 1, 2016 - March 31, 2016
Detail of Security Holdings As of 3/31/2016

ISSUERS	CUSIP	COUPON	YIELD	SETTLE DATE	MATURITY DATE	03/31/16 PAR VALUE	03/31/16 MARKET VALUE	03/31/16 BOOK VALUE
						\$	\$	\$
<u>CERTIFICATES OF DEPOSIT</u>								
BANK OF CHINA (NY)	06426TDY2	0.500%	0.500%	4/1/2015	4/1/2016	248,000.00	248,000.00	248,000.00
IBERIA BANK LA	45083ACX8	0.550%	0.550%	5/28/2014	5/31/2016	245,000.00	245,063.95	245,000.00
FIRST CITRUS BANK	319590BT1	0.650%	0.650%	4/22/2014	11/9/2016	249,000.00	249,058.27	249,000.00
FIRST BANK PUERTO RICO	33767AFZ9	0.950%	0.950%	11/24/2014	11/28/2016	249,000.00	249,452.18	249,000.00
AMERICAN EXPR CENTURION	02587DWN4	1.050%	1.050%	12/5/2014	12/5/2016	245,000.00	245,668.85	245,000.00
PEOPLES UNITED BANK	71270QKU9	1.000%	1.000%	12/10/2014	12/12/2016	248,000.00	248,438.22	248,000.00
DISCOVER BANK	254671G38	0.950%	0.500%	2/10/2014	2/21/2017	245,000.00	245,831.04	245,000.00
FIRST NIAGARA BANK NY	33583CNM7	0.900%	0.900%	3/27/2015	3/27/2017	248,000.00	248,465.50	248,000.00
ONE WORLD BANK (Direct Deposit Frost #6702)	Direct deposit	0.850%	0.850%	4/4/2013	4/3/2017	249,000.00	249,000.00	249,000.00
ALLY BANK MIDVALE UTAH	02006lfb4	1.100%	1.100%	6/2/2014	6/12/2017	240,000.00	240,704.88	240,000.00
JP MORGAN CHASE BANK	48125T6f7	1.100%	1.100%	4/10/2015	10/10/2017	249,000.00	249,417.82	249,000.00
CAPITAL ONE BANK USA NA	140420SJ0	1.500%	1.500%	6/17/2015	6/18/2018	248,000.00	249,530.66	248,000.00
COMPASS BANK	20451PLT1	1.500%	1.500%	6/25/2015	6/25/2018	248,000.00	248,371.50	248,000.00
ORIENTAL BANK PUERTO RICO	686184VV1	1.200%	1.200%	7/17/2015	7/17/2017	248,000.00	248,286.44	248,000.00
COMENITY CAP BANK	20033AMM5	1.200%	1.200%	9/15/2015	9/14/2017	248,000.00	248,747.72	248,000.00
EVER BANK	29976DC40	1.100%	1.100%	10/19/2015	10/16/2017	248,000.00	248,700.10	247,999.88
BMO HARRIS BANK	05573J6C3	1.100%	1.100%	11/4/2015	11/6/2017	248,000.00	248,618.26	248,000.00
MARLIN BUSINESS BANK	57116AKS6	1.300%	1.300%	10/21/2015	10/22/2018	249,000.00	251,327.90	249,000.00
KEY BANK	4306SVK9	1.350%	1.350%	10/28/2015	10/29/2018	248,000.00	250,292.76	248,000.00
TOTAL CERTIFICATES OF DEPOSIT						4,700,000.00	4,712,976.05	4,699,999.88
<u>INVESTMENT POOLS</u>								
TEXPOOL		0.327%	0.327%		Daily	122,541.86	122,541.86	122,541.86
TEXAS CLASS - ALL ACCOUNTS		0.560%	0.560%		Daily	1,298,061.03	1,298,061.03	1,298,061.03
TEXAS TERM (BOND FUNDS)		0.410%	0.410%		Daily	1,321,183.65	1,321,183.65	1,321,183.65
TOTAL INVESTMENT POOLS						2,741,786.54	2,741,786.54	2,741,786.54
<u>CASH</u>								
CASH		0.00%	0.00%		Daily	3,280.00	3,280.00	3,280.00
FROST		0.00%	0.00%		Daily	2,231,418.16	2,231,418.16	2,231,418.16
LEGACY		0.31%	0.31%		Daily	7,836,301.75	7,836,301.75	7,836,301.75
WELLS FARGO		0.25%	0.25%		Daily	5,555,828.45	5,555,828.45	5,555,828.45
TOTAL CASH						15,626,828.36	15,626,828.36	15,626,828.36
TOTAL CASH AND INVESTMENTS						\$37,478,614.90	\$37,514,748.55	\$37,527,553.08

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE	12/31/2016	PURCHASES	REDEMPTIONS	3/31/2016	CHANGE IN
			PURCHASE	PAR VALUE			PAR VALUE	PAR VALUE
			MATURITY	MARKET VALUE			MARKET VALUE	MARKET VALUE
				BOOK VALUE			BOOK VALUE	BOOK VALUE
				\$	\$	\$	\$	\$
AGENCIES								
FFCB	3133EDED0	0.318%	2/19/2014	500,000.00		500,000.00		(500,000.00)
			2/3/2016	500,036.00				(500,036.00)
				501,283.50				(501,283.50)
FHLMC	3134G6VS9	1.150%	5/14/2015	1,000,000.00		1,000,000.00		(1,000,000.00)
			2/14/2016	998,091.00				(998,091.00)
				1,000,000.00				(1,000,000.00)
FHLMC	3134G7MC2	1.400%	8/17/2015	1,000,000.00		1,000,000.00		(1,000,000.00)
			2/17/2016	997,330.00				(997,330.00)
				1,000,000.00				(1,000,000.00)
FNMA	3135G0E25	1.250%	5/18/2015	1,000,000.00		1,000,000.00		(1,000,000.00)
			2/18/2016	996,377.00				(996,377.00)
				1,000,000.00				(1,000,000.00)
FHLB	3130AOSD3	0.322%	2/19/2014	500,000.00		500,000.00		(500,000.00)
			2/19/2016	500,005.00				(500,005.00)
				500,532.12				(500,532.12)
FNMA	3136FPET0	0.387%	2/19/2014	500,000.00		500,000.00		(500,000.00)
			3/10/2016	501,723.00				(501,723.00)
				516,500.00				(516,500.00)
FNMA	3135GOVA8	0.367%	2/19/2014	500,000.00		500,000.00		(500,000.00)
			3/30/2016	500,060.50				(500,060.50)
				501,402.25				(501,402.25)
FHLMC	3134G87F0	1.450%	12/28/2015	1,000,000.00		1,000,000.00		(1,000,000.00)
			12/28/2018	995,750.00				(995,750.00)
				1,000,000.00				(1,000,000.00)

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE		12/31/2016		3/31/2016		CHANGE IN
			PURCHASE	PAR VALUE	PURCHASES	REDEMPTIONS	PAR VALUE	PAR VALUE	
			MATURITY	MARKET VALUE			MARKET VALUE	MARKET VALUE	
			BOOK VALUE	BOOK VALUE			BOOK VALUE	BOOK VALUE	
				\$	\$		\$	\$	\$
FHLB	313373SZ6	0.403%	5/28/2014	500,000.00			500,000.00		-
			6/10/2016	503,273.00			501,622.00		(1,651.00)
				517,399.15			517,399.15		-
FHLB	3133834R9	0.375%	5/28/2014	500,000.00			500,000.00		-
			6/24/2016	499,514.50			500,001.50		487.00
				499,757.97			499,757.97		-
FFCB	3133EEFA3	0.742%	12/19/2014	500,000.00			500,000.00		-
			12/15/2016	499,511.50			500,083.50		572.00
				499,784.00			499,784.00		-
FHLMC	3134G5W76	0.750%	12/30/2014	500,000.00			500,000.00		-
			12/30/2016	500,122.00			501,090.50		968.50
				500,000.00			500,000.00		-
FNMA	3135G0GY3	1.237%	12/22/2014	500,000.00			500,000.00		-
			1/30/2017	501,938.50			502,395.50		457.00
				505,211.88			505,211.88		-
FHLB	313376SG1	0.787%	12/22/2014	500,000.00			500,000.00		-
			1/30/2017	502,034.50			501,948.50		(86.00)
				504,094.00			504,094.00		-
FHLMC	3134G6WU3	1.200%	5/21/2015	1,000,000.00			1,000,000.00		-
			5/21/2018	996,005.00			1,000,155.00		4,150.00
				1,000,000.00			1,000,000.00		-
FHLB	3130A5L80	1.300%	6/29/2015	1,000,000.00			1,000,000.00		-
			6/29/2018	1,001,284.00			1,001,580.00		296.00
				1,000,000.00			1,000,000.00		-

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE		12/31/2016		3/31/2016		CHANGE IN
			PURCHASE	PAR VALUE	PURCHASES	REDEMPTIONS	PAR VALUE	PAR VALUE	
			MATURITY	MARKET VALUE			MARKET VALUE	MARKET VALUE	
			BOOK VALUE	BOOK VALUE			BOOK VALUE	BOOK VALUE	
				\$	\$		\$	\$	\$
FNMA	3136G2LS4	1.300%	9/28/2015	1,000,000.00			1,000,000.00		-
			9/28/2018	1,001,013.00			1,000,174.00		(839.00)
				1,000,000.00			1,000,000.00		-
FHLMC	3134G72S9	1.125%	11/5/2015	1,000,000.00			1,000,000.00		-
			11/5/2018	989,825.00			1,000,032.00		10,207.00
				1,000,000.00			1,000,000.00		-
FNMA	3136G2R66	1.150%	11/19/2015	1,000,000.00			1,000,000.00		-
			11/19/2018	992,430.00			1,000,346.00		7,916.00
				1,000,000.00			1,000,000.00		-
FHLMC	3134G76C0	1.200%	11/23/2015	1,000,000.00			1,000,000.00		-
			11/23/2018	991,416.00			1,000,100.00		8,684.00
				1,000,000.00			1,000,000.00		-
FNMA	3136G2UL9	1.400%	11/23/2015	1,000,000.00			1,000,000.00		-
			11/23/2018	997,498.00			1,000,944.00		3,446.00
				1,000,000.00			1,000,000.00		-
FNMA	3135G0J46	1.250%	2/26/2016		1,000,000.00		1,000,000.00		1,000,000.00
			2/26/2019				999,495.00		999,495.00
							1,000,000.00		1,000,000.00
FHLMC	3134G8NS4	1.400%	3/29/2016		1,000,000.00		1,000,000.00		1,000,000.00
			3/29/2019				1,002,426.00		1,002,426.00
							1,000,000.00		1,000,000.00
FHLMC	3134G8UA5	1.300%	3/29/2016		1,000,000.00		1,000,000.00		1,000,000.00
			3/29/2019				999,083.00		999,083.00
							1,000,000.00		1,000,000.00

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE	12/31/2016	PURCHASES	REDEMPTIONS	3/31/2016	CHANGE IN
			PURCHASE	PAR VALUE			PAR VALUE	PAR VALUE
			MATURITY	MARKET VALUE			MARKET VALUE	MARKET VALUE
				BOOK VALUE			BOOK VALUE	BOOK VALUE
				\$	\$	\$	\$	\$
MUNICIPAL SECURITIES								
ARLINGTON TX GENERAL OBLIG	041796fz1	0.400%	3/10/2014	100,000.00			100,000.00	-
			8/15/2016	101,061.00			100,626.00	(435.00)
				105,074.00			105,074.00	-
NEW YORK STATE DORM AUTH	6499027J6	0.350%	12/19/2014	110,000.00			110,000.00	-
			8/15/2016	110,932.80			110,490.60	(442.20)
				111,972.30			111,972.30	-
WESTERVILLE OHIO CITY SCH D	96003IAF9	0.700%	12/19/2014	250,000.00			250,000.00	-
			12/1/2016	255,365.00			253,952.50	(1,412.50)
				261,037.50			261,037.50	-
HARRIS COUNTY TX FLOOD COI	4140185J6	1.045%	12/22/2014	950,000.00			950,000.00	-
			10/1/2017	949,667.50			956,612.00	6,944.50
				954,607.50			954,607.50	-
CERTIFICATES OF DEPOSIT								
INTER BANK (Park Cites Bank)	Check	0.650%	2/1/2014	99,000.00		99,000.00		(99,000.00)
			2/1/2016	99,000.00				(99,000.00)
				99,000.00				(99,000.00)
TRISTATE CAPITAL BANK	89677DDR4	0.50%	2/4/2014	245,000.00		245,000.00		(245,000.00)
			2/8/2016	244,998.53				(244,998.53)
				245,000.00				(245,000.00)
BMW BANK OF NORTH AMERICA	05568P6T9	0.50%	2/7/2014	245,000.00		245,000.00		(245,000.00)
			2/16/2016	244,996.82				(244,996.82)
				245,000.00				(245,000.00)
WASHINGTON TRUST WESTERL	9400637FR7	0.50%	2/5/2014	245,000.00		245,000.00		(245,000.00)
			2/19/2016	244,995.84				(244,995.84)
				245,000.00				(245,000.00)

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE		PURCHASES	REDEMPTIONS	3/31/2016		CHANGE IN
			PURCHASE	12/31/2016			PAR VALUE	PAR VALUE	
			MATURITY	MARKET VALUE			MARKET VALUE	MARKET VALUE	
			BOOK VALUE			BOOK VALUE	BOOK VALUE		
				\$	\$	\$	\$	\$	
CUSTOMERS BANK	23204HAR9	0.50%	2/4/2014	245,000.00		245,000.00		(245,000.00)	
			2/26/2016	244,993.39			(244,993.39)		
				245,000.00			(245,000.00)		
GOLDMAN SACHS BANK USA	38147JUN0	0.50%	2/24/2014	245,000.00		245,000.00		(245,000.00)	
			3/7/2016	244,988.73			(244,988.73)		
				245,000.00			(245,000.00)		
BANK OF BARODA	06062AT82	0.50%	3/30/2015	248,000.00		248,000.00		(248,000.00)	
			3/30/2016	247,970.49			(247,970.49)		
				248,000.00			(248,000.00)		
BANK OF CHINA (NY)	06426TDY2	0.50%	4/1/2015	248,000.00			248,000.00	-	
			4/1/2016	247,968.50			248,000.00	31.50	
				248,000.00			248,000.00	-	
IBERIA BANK LA	45083ACX8	0.55%	5/28/2014	245,000.00			245,000.00	-	
			5/31/2016	245,008.33			245,063.95	55.62	
				245,000.00			245,000.00	-	
FIRST CITRUS BANK	319590BT1	0.65%	4/22/2014	249,000.00			249,000.00	-	
			11/9/2016	249,200.69			249,058.27	(142.42)	
				249,000.00			249,000.00	-	
FIRST BANK PUERTO RICO	33767AFZ9	0.95%	11/24/2014	249,000.00			249,000.00	-	
			11/28/2016	249,090.89			249,452.18	361.29	
				249,000.00			249,000.00	-	
AMERICAN EXPR CENTURION	02587DWN4	1.05%	12/5/2014	245,000.00			245,000.00	-	
			12/5/2016	245,386.37			245,668.85	282.48	
				245,000.00			245,000.00	-	

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE		12/31/2016		3/31/2016		CHANGE IN
			PURCHASE	PAR VALUE	PURCHASES	REDEMPTIONS	PAR VALUE	PAR VALUE	
			MATURITY	MARKET VALUE			MARKET VALUE	MARKET VALUE	
			BOOK VALUE	BOOK VALUE			BOOK VALUE	BOOK VALUE	
				\$	\$		\$	\$	\$
PEOPLES UNITED BANK	71270QKU9	1.00%	12/10/2014	248,000.00			248,000.00		-
			12/12/2016	248,061.75			248,438.22		376.47
				248,000.00			248,000.00		-
DISCOVER BANK	254671G38	0.50%	2/10/2014	245,000.00			245,000.00		-
			2/21/2017	245,332.96			245,831.04		498.08
				245,000.00			245,000.00		-
FIRST NIAGARA BANK NY	33583CNM7	0.90%	3/27/2015	248,000.00			248,000.00		-
			3/27/2017	247,686.53			248,465.50		778.97
				248,000.00			248,000.00		-
ONE WORLD BANK (Direct Depos Direct deposit		0.85%	4/4/2013	249,000.00			249,000.00		-
			4/3/2017	249,000.00			249,000.00		-
				249,000.00			249,000.00		-
ALLY BANK MIDVALE UTAH	02006lfb4	1.10%	6/2/2014	240,000.00			240,000.00		-
			6/12/2017	239,759.28			240,704.88		945.60
				240,000.00			240,000.00		-
JP MORGAN CHASE BANK	48125T6f7	1.10%	4/10/2015	249,000.00			249,000.00		-
			10/10/2017	248,229.10			249,417.82		1,188.72
				249,000.00			249,000.00		-
CAPITAL ONE BANK USA NA	140420SJ0	1.50%	6/17/2015	248,000.00			248,000.00		-
			6/18/2018	245,361.78			249,530.66		4,168.88
				248,000.00			248,000.00		-
COMPASS BANK	20451PLT1	1.50%	6/25/2015	248,000.00			248,000.00		-
			6/25/2018	245,592.42			248,371.50		2,779.08
				248,000.00			248,000.00		-

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE		12/31/2016		3/31/2016		CHANGE IN
			PURCHASE	PAR VALUE	PURCHASES	REDEMPTIONS	PAR VALUE	PAR VALUE	
			MATURITY	MARKET VALUE	MARKET VALUE	MARKET VALUE	MARKET VALUE		
			BOOK VALUE	BOOK VALUE			BOOK VALUE	BOOK VALUE	
				\$	\$	\$	\$	\$	\$
ORIENTAL BANK PUERTO RICO	686184VV1	1.20%	7/17/2015	248,000.00			248,000.00		-
			7/17/2017	247,109.18			248,286.44		1,177.26
				248,000.00			248,000.00		-
COMENITY CAP BANK	20033AMM5	1.20%	9/15/2015	248,000.00			248,000.00		-
			9/14/2017	247,441.01			248,747.72		1,306.71
				248,000.00			248,000.00		-
EVER BANK	29976DC40	1.10%	10/19/2015	248,000.00			248,000.00		-
			10/16/2017	247,227.48			248,700.10		1,472.62
				247,999.88			247,999.88		-
BMO HARRIS BANK	05573J6C3	1.10%	11/4/2015	248,000.00			248,000.00		-
			11/6/2017	247,005.52			248,618.26		1,612.74
				248,000.00			248,000.00		-
MARLIN BUSINESS BANK	57116AKS6	1.30%	10/21/2015	249,000.00			249,000.00		-
			10/22/2018	248,081.94			251,327.90		3,245.96
				249,000.00			249,000.00		-
KEY BANK	4306SVK9	1.35%	10/28/2015	248,000.00			248,000.00		-
			10/29/2018	247,029.58			250,292.76		3,263.18
				248,000.00			248,000.00		-
									-
INVESTMENT POOLS									
TEXPOOL		0.327%		122,450.69	91.17		122,541.86		91.17
				122,450.69			122,541.86		91.17
				122,450.69			122,541.86		91.17
TEXAS CLASS - ALL ACCOUNTS		0.560%		1,296,285.39	1,775.64		1,298,061.03		1,775.64
				1,296,285.39			1,298,061.03		1,775.64
				1,296,285.39			1,298,061.03		1,775.64

**CITY OF HALTOM CITY
 QUARTERLY INVESTMENT REPORT
 January 1, 2016 - March 31, 2016
 Change in Value**

ISSUERS	CUSIP	YIELD	DATE 12/31/2016			3/31/2016		CHANGE IN
			PURCHASE	PAR VALUE	PURCHASES	REDEMPTIONS	PAR VALUE	PAR VALUE
			MATURITY	MARKET VALUE			MARKET VALUE	MARKET VALUE
			BOOK VALUE			BOOK VALUE	BOOK VALUE	
			\$	\$	\$	\$	\$	
TEXAS TERM		0.410%	4,319,228.40	1,955.25	3,000,000.00	1,321,183.65	(2,998,044.75)	
			4,319,228.40			1,321,183.65	(2,998,044.75)	
			4,319,228.40			1,321,183.65	(2,998,044.75)	
CASH								
Cash		0.000%	3,280.00			3,280.00	-	
			3,280.00			3,280.00	-	
			3,280.00			3,280.00	-	
FROST		0.000%	5,047,227.50		2,815,809.34	2,231,418.16	(2,815,809.34)	
			5,047,227.50			2,231,418.16	(2,815,809.34)	
			5,047,227.50			2,231,418.16	(2,815,809.34)	
LEGACY		0.310%	-	7,836,301.75		7,836,301.75	7,836,301.75	
			-			7,836,301.75	7,836,301.75	
			-			7,836,301.75	7,836,301.75	
WELLS FARGO		0.250%	2,129,293.56	3,426,534.89		5,555,828.45	3,426,534.89	
			2,129,293.56			5,555,828.45	3,426,534.89	
			2,129,293.56			5,555,828.45	3,426,534.89	
TOTAL CASH AND INVESTMENTS			PAR VALUE	36,599,765.54	14,266,658.70	13,387,809.34	37,478,614.90	878,849.36
			MARKET VALUE	36,561,546.45			37,514,748.55	953,202.10
			BOOK VALUE	36,668,421.59			37,527,553.08	859,131.49

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016
Department: City Secretary
Subject: Minutes of April 11, 2016 and April 18, 2016.

BACKGROUND

On April 11, 2016, a Regular Meeting was held at City Hall, 5024 Broadway Avenue. On April 18, 2016, a Joint Meeting with the Haltom City Beautification Board was held at the Tarrant Northeast Center, 3201 Friendly Lane.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council approve the Minutes of the meeting of April 11, 2016 and April 18, 2016.

ATTACHMENTS

April 11, 2016 Minutes
April 18, 2016 Minutes

MINUTES
HALTOM CITY COUNCIL MEETING
CITY HALL, 5024 BROADWAY AVENUE
April 11, 2016

A Regular Meeting was held by the City Council of the City of Haltom City, Texas, on April 11, 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 1 Jeannine Nunn

Council Place 2 Walter Grow

Council Place 3 Scott Garrett

Council Place 4 Trae Fowler

Council Member 6 Stephanie Davenport

Council Place 7 Dr. An Truong

Staff Present: Keith Lane, City Manager; Chuck Barnett, Assistant City Manager; Rex Phelps, Assistant City Manager, Dean Roggia, City Attorney; Art Camacho, City Secretary; Justin French, Planning and Community Development Director; Jennifer Fung, Finance Director; Janet Carver, Purchasing Agent; Christi Pruitt, Recreation Center Director; and Greg Van Nieuwenhuize, Public Works Director.

WORKSESSION

CALL TO ORDER

Mayor David Averitt called the Worksession to order at 6:03 p.m. The "Code Rangers" program was discussed and City Manager Keith Lane stated there are still only two Code Enforcement Officers currently working and an effort is being made to fill a third officer position. Planning and Community Development Director Justin French also stated that prior to the switching of the Code Enforcement program from the Planning Department to the Police Department, many of the violations were notified via certified letters. A discussion was held regarding violation notices and citizen involvement. Mayor Averitt called for an Executive Session at 6:13 p.m.

EXECUTIVE SESSION

Section 551.071

As authorized by Chapter 551 of the Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, in addition to the following matters:

Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct which may conflict with the Open Meetings Act; including discussion of any item posted on the Agenda; to seek legal advice on: open meetings, open records, construction contract with Tiseo Paving, litigation, and settlement offers and/or claims for the following cases:

- Donald Anthony Hains v. City of Haltom City
- Flynn v. Haltom City EDC
- Progressive County Mutual Ins. Co. v. City of Haltom City
- James H. Watson v. City of Haltom City
- Louis Engler v. City of Haltom City, et al
- EEOC Charge No. 450-2015-01583
- City of San Antonio, Texas, on behalf of itself and all other similarly situated Texas cities v. Hotels.com, L.P., et al., Civil No. SA-06-CA-381-OG, a Class Action

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, or duties of the City Secretary.

The Executive Session ended at 7:05 p.m.

REGULAR MEETING

CALL TO ORDER

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

INVOCATION/PLEDGE OF ALLEGIANCE

Council Member Walter Grow gave the Invocation and led the Pledge of Allegiance and the Texas Flag Pledge.

ANNOUNCEMENTS AND EVENTS

City Secretary Art Camacho announced the following:

Library

Tax Help Preparation – The AARP will assist people in filing income tax forms on Thursdays, through April 14 from 12:00 noon to 4:00 p.m. and reservations are required.

Family Movie Night - Monday, May 9th, 6:30 p.m. - Movie: *Chicken Little*.

16th Annual Writing Contest – For poetry & short story with the deadline of May 31st.

Book Sale – The book sale will be held April 21st – 24th. And volunteers are needed to help sort books. This is sponsored by the Friends of the Haltom City Public Library.

Craft Saturday - Saturday, April 16th, 10 a.m. – 12:00 noon. The craft making class is for adults and the craft is a decorative monogram. The cost is \$5.00, plus supplies. The supply list may be found on the city website.

National Library Week, April 10 – 16, 2016 – Citizens are invited to the library to celebrate with the Friends of the HC Public Library. Wednesday, April 13th is Library Volunteer Appreciation Day, from 1:00 p.m. to 2:30 p.m.

Story Times

Thursdays, 11 – 11:45 a.m., - ages 3 & older, 1st Thursday of each month puppet show.

Fridays, 10:30 – 11:15 a.m., - ages 2 & younger.

For more information, please contact the Library – 817.222.7787, www.haltomcitytx.com

Announcements and Events from Community Projects

1. The Images of Haltom City Photo Contest drew 342 entries this year and the winners are all posted on the city website. The Best of Show went to Mamie Thornbrue, and all of the entries will be on display at the library through April.
2. The 2016 Car Show for Kids was a great success. We had 85 car registrations, 40 sponsorships and an estimated 1,500 in attendance. This year's car show raised approximately \$14,000 towards Haltom City student's backpacks and school supplies.
3. It was great to have all seven of the Haltom City elementary schools participate in the bike safety coloring contest during our Car Show. One girl and one boy from each grade (K-5th) were selected and won a new bicycle and helmet for their winning picture.
4. The "Fourteen for Fido" fundraiser will be on Saturday, April 16th at the Russell Feed Store on Belknap. Brianna Fagan, a Haltom City resident, is hosting a fundraiser for Haltom City Animal Services as her 14th birthday.

Haltom City General and Special Election – Early Voting Begins April 25th

Early Voting for the Haltom City General and Special Election will be held at numerous polling locations throughout Tarrant County, including the Tarrant College Northeast Center, 3201 Friendly Lane, beginning on Monday, April 25th and continuing to Tuesday, May 3rd. Candidates in the Haltom City General Election that were unopposed include Council Place 3 - Scott Garrett, Council Place 4 - Trae Fowler, and Council Place 5 - Bob Watkins. A race is being held for Council Place 6 between incumbent Stephanie Davenport and challenger Linda Thompson.

The Special Election consists of this voter proposition: "The abolition of the local Sales and Use Tax for the benefit of the Type B Economic Development Corporation within Haltom City; The adoption of a local Sales and Use Tax in Haltom City at the rate of One and Three-Eighths Percent (1 3/8%); And the adoption of a local Sales and Use Tax in Haltom City at the rate of Three-Eighths of One Percent (3/8%) to provide revenue for the maintenance and repair of municipal streets." Citizens can also find other Early Voting stations on the following link to Tarrant County Elections: <http://www.tarrantcounty.com/evote/site/default.asp>

PROCLAMATION

"Alliance for Children" – Police Captain Cody Phillips presented Kim Rocha, of the Alliance for Children, with a proclamation decreeing April as "Child Abuse Prevention Month." Ms. Rocha thanked the Council and gave a short address regarding child abuse in Tarrant County.

"Community Builder Award" – Past Master Wayne Plunkett and Junior Warden Jeff Pool, of the Haltom City Riverside Masonic Lodge, presented Betty Porter with the "Community Builder Award."

CONSENT AGENDA

1. **Minutes** – Consideration and/or action regarding approval of the Minutes of the meeting of March 22, 2016, March 28, 2016 and April 4, 2016. (**Art Camacho**)
2. **Ordinance No. O-2016-006-15 (Z-003-16)** - Consider action on the application of James E. Carson for a Zoning Change request from "SF-2" Single Family Residential District to "C-3" Commercial District located on Lot 8B, Block 1 of the Fairview Acres Addition, being approximately 0.424 acres located north of Broadway Avenue and west of Aurora Street, locally known as 4213 Broadway Avenue – **2nd Reading.** (**Justin French**)
3. **Ad Valorem Tax Abatement Policy** – Consideration and/or action to approve renewing the Ad Valorem Tax Abatement Policy. (**Jennifer Fung**)

Council Member Scott Garrett moved, seconded by Council Member Stephanie Davenport, to approve the Consent Agenda Items 1, 2, and 3, with corrections to the Minutes. ***The vote was unanimous. Motion carried.***

REGULAR AGENDA

4. **Ordinance O-2016-010-10** – Conduct a public hearing and consideration and/or action approving Ordinance No. O-2016-010-10 adopting the 2016 Standards of Care – **1st Reading** (**C. Pruitt**) Recreation Center Director Christi Pruitt presented the ordinance and a discussion was held regarding length and exemptions of city-run summer camps. Mayor Averitt opened the Public Hearing at 7:28 p.m. No citizen came forward. Mayor Averitt closed the Public Hearing. Council Member Walter Grow moved, seconded by Council Member Trae

Fowler, to approve Ordinance No. O-2016-010-01 – 2016 Standards of Care – first reading. **The vote was unanimous. Motion carried.**

5. **Recreation Center Roof Repair** – Consideration and/or action to approve the use of TIPS contract number 2092415 for DK Haney to replace the Recreation Center Roof in the amount of \$83,642.00. **(Janet Carver and Greg Van Nieuwenhuize)** Public Works Director Greg Van Nieuwenhuize and Purchasing Agent Janet Carver presented the contract and a discussion was held regarding the 15 year warranty, the actual replacement work, the time replacement schedule, and the remainder of budgeted funds available for exterior wall repair. Council Member Garrett moved, seconded by Council Member Dr. Truong, to approve the contract for DK Haney to replace the Recreation Center Roof in the amount of \$83,642.00. **The vote was unanimous. Motion carried.**
6. **T-Mobile Modified Agreement** – Consideration and/or action to amend the original agreement with T-Mobile. **(Chuck Barnett)** Assistant City Manager Chuck Barnett presented the agreement and a discussion was held regarding the modification changes to the present antennae system and the charge increase. Council Member Truong moved, seconded by Council Member Davenport, to amend the original agreement with T-Mobile. **The vote was unanimous. Motion carried.**

VISITORS/CITIZEN FORUM

No citizen came forward.

Council Member Scott Garrett commented on the hearing impaired signers and Nabaya Collier came forward to address the Council on their signing for state certification and their availability for future Council meetings.

BOARDS/COMMISSIONS

7. **Resignations of Board Members** – Consider approval of the resignations of Board/Commission Members. There were no resignations.
8. **Appointment/Reappointment to Boards and Commissions** – Consider approval regarding appointments to Boards/Commissions. The following appointment/reappointment was made:
 1. Council Member Grow appointed Mike Logan to the Planning and Zoning Commission. **The appointment was unanimously approved.**Council Member Fowler inquired of the last remaining appointment needed for the Memorial Garden Committee.

ADJOURNMENT

Mayor Averitt adjourned the meeting on April 11, 2016 at 7:55 p.m.

RESPECTFULLY SUBMITTED BY:

APPROVED BY:

Art Camacho, City Secretary

David Averitt, Mayor

MINUTES
HALTOM CITY COUNCIL SPECIAL JOINT MEETING
WITH THE HALTOM CITY BEAUTIFICATION BOARD
HALTOM CITY NORTHEAST CENTER - 3201 FRIENDLY AVENUE
April 18, 2016

A Special Joint Meeting with the Haltom City Beautification Board was held by the City Council of the City of Haltom City, Texas, on April 18, 2016, at 6:00 p.m. at the Haltom City Tarrant College Northeast Center, 3201 Friendly Lane, Haltom City, Texas, with the following members present, to-wit:

Mayor David Averitt

Mayor Pro-Tem Bob Watkins

Council Place 1 Jeannine Nunn

Council Place 2 Walter Grow

Council Place 4 Trae Fowler

Council Place 7 Dr. An Truong

Council Place 3 Scott Garrett and Council Place 6 Stephanie Davenport were absent.

Beautification Board Members present: Carol Williams, Chair; Denise Ford, Vice-Chair; Sandra Lottes, Secretary; Wayne Clowers, Birdi Blocker, Toni Holmes, and Rick Edgett. City Staff present: Keith Lane, City Manager; Art Camacho, City Secretary; Julie Orebaugh, Community Projects Director; Rex Phelps, Assistant City Manager.

CALL TO ORDER

Both Chair Williams and Mayor Averitt called the Joint Meeting to order at 6:02 p.m. and an introductory roll call was made by both groups.

The Beautification Board handled the following monthly agenda business:

(1) Approval of Minutes – February 22, 2016; (2) Volunteer hours; (3) Business of the Quarter – Farmer’s Market; (4) Texas Trash Off & Buffs Give Back Clean-up event; (5) 2016 GCAA Results; (6) 2016 KTB Conference; (7) Clean Campus Award; (8) Plastic Bags Recycle Challenge; (9) Dates: Mayor’s Cup Golf Tournament, Friday, April 29th, Fossil Creek Golf Club; HC Garden Club Plant Swap, Saturday, May 14th, Library; NEET – Enviro-Fair, Tues-Thurs, May 17th-19th, BISS Enviro Study Center; Keep Texas Beautiful Conference, Mon-Wed, June 20th-22nd, Sugarland, TX; Back to School Health Fair, Saturday, July 30th, Haltom High School; (10) Discussion with City Council in regard to Board utilization, current projects, and long range planning.

Mayor Averitt and several Council members acknowledged their interest in utilizing the Beautification Board and the following major items were discussed within both groups:

1. Local Code Enforcement, volunteer programs, and educating code violators.
2. New innovative ideas for community beautification.
3. Taking immediate advantage of parks and community areas for current projects.
4. Possible use of additional work through the municipal court system.
5. Availability of grants and other funding sources for current improvements.
6. “Hybrid” ideas, i.e., solar panel recycle bin, cigarette “stations” at shopping areas.
7. Strategic planning for future development.
8. Curb development, street parking, and continued improvements.

ADJOURNMENT

Chair Williams adjourned the Beautification Board meeting at 8:15 p.m. Mayor Averitt adjourned the Council meeting also at 8:15 p.m. on April 18, 2016.

RESPECTFULLY SUBMITTED BY:

APPROVED BY:

Art Camacho, City Secretary

David Averitt, Mayor

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016
Department: Parks and Recreation
Subject: Ordinance No. O-2016-010-10
Standards of Care

BACKGROUND

The City operates recreation programs for elementary school age children (over 4 hours per day), such as the Super Kids Summer Camp. As such, the state requires that Standards of Care be adopted annually by ordinance for any city operating elementary age recreation programs.

The proposed 2016 Standards of Care, as presented in Ordinance No. O-2016-010-10, are intended to be minimum standards by which the City of Haltom City Parks & Recreation Department will operate the City's youth programs. The Standards of Care includes staff responsibilities, enrollment requirements, staffing ratios, staff qualifications and training, facility standards, health and safety standards and mechanisms for inspecting, monitoring and enforcing care standards. The programs operated by the City are recreational in nature and are not licensed by the state of Texas as day care programs.

FISCAL IMPACT

Approval of the Standards of Care will require no additional funding by the City.

RECOMMENDATION

Staff recommends the City Council approve Ordinance No. O-2016-010-10 adopting the Standards of Care for 2016 on second reading.

ATTACHMENTS

Provided in the April 11, 2016 packet.

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016

Department: Finance

Subject: Resolution No. R-2016-014-03
Oncor Rate Case - Just and Reasonable Rate

BACKGROUND

Recent Public Utility Commission of Texas (“Commission”) proceedings related to approval of conversion of Oncor into a Real Estate Investment Trust (“REIT”) resulted in the Commissioners’ desire to share \$200 million to \$250 million in annual federal income tax (“FIT”) savings with Oncor ratepayers. Since the proceeding involving a change of ownership and control of Oncor was not a rate case, the Commission had no jurisdiction to order a reduction in rates. The new owners of Oncor indicated an intent to file a rate case in mid-2017 to become effective in 2018. Believing that a two year wait to factor FIT savings into rates was too long to wait, the Steering Committee of Cities Served by Oncor decided to initiate a rate case against Oncor.

Cities have original rate making jurisdiction over Oncor’s rates and services within their municipal limits. The Commission has original jurisdiction over the environs outside municipal limits and appellate jurisdiction over city rate mailing orders.

As a regulatory authority, Cities that retain original jurisdiction may initiate rate making proceedings by filing a resolution requiring a public utility to show cause why rates should not be reduced.

The City works with other similar Oncor Cities on regulatory issues through the Steering Committee of Cities Served by Oncor which has functioned continuously since 1988.

The Executive Committee of the Steering Committee recommends that member Cities pass show cause resolutions to initiate a rate case so that Oncor rates may be reduced.

FISCAL IMPACT

Cities may enter interim orders requiring a sharing of tax savings that benefit ratepayers. and will seek reimbursement of the rate making expenses from Oncor.

RECOMMENDATION

Staff recommends the City Council approve Resolution No. R-2016-014-03, approving a negotiated resolution between the Steering Committee of Cities Served by Oncor regarding the concerns of just and reasonable rate.

ATTACHMENTS

Resolution No. R-2016-014-03

RESOLUTION NO. R-2016-014-03

DIRECTING ONCOR ELECTRIC DELIVERY COMPANY, LLC TO FILE CERTAIN INFORMATION WITH THE CITY OF HALTOM CITY; SETTING A PROCEDURAL SCHEDULE FOR THE GATHERING AND REVIEW OF NECESSARY INFORMATION IN CONNECTION THEREWITH; SETTING DATES FOR THE FILING OF THE CITY'S ANALYSIS OF THE COMPANY'S FILING AND THE COMPANY'S REBUTTAL TO SUCH ANALYSIS; RATIFYING THE HIRING OF LEGAL COUNSEL AND CONSULTANTS; RESERVING THE RIGHT TO REQUIRE THE REIMBURSEMENT OF THE CITY OF HALTOM CITY'S RATE CASE EXPENSES; SETTING A PUBLIC HEARING FOR THE PURPOSES OF DETERMINING IF THE EXISTING RATES OF ONCOR ELECTRIC DELIVERY COMPANY ARE UNREASONABLE OR IN ANY WAY IN VIOLATION OF ANY PROVISION OF LAW AND THE DETERMINATION BY THE CITY OF HALTOM CITY OF JUST AND REASONABLE RATES TO BE CHARGED BY ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Haltom City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has original jurisdiction over the rates of Oncor Electric Delivery Company, LLC ("Oncor") to determine if such rates are just and reasonable; and

WHEREAS, Sections 33.021, 36.003 and 36.151 of PURA empower a regulatory authority, on its own motion or on a complaint by any affected person, to determine whether the existing rates of any public utility for any service are unreasonable or in any way in violation of any provision of law, and upon such determination, to determine the just and reasonable rates; and

WHEREAS, the City of Haltom City has reason to believe that Oncor is over-earning and its rates are excessive; and

WHEREAS, the City of Haltom City is a member of the Steering Committee of Cities Served By Oncor; and

WHEREAS, the Executive Committee of the Steering Committee of Cities Served by Oncor has recommended that cities pass a resolution that requires Oncor to show cause why its transmission and distribution rates should not be reduced; and

WHEREAS, the City of Haltom City, and the City Council of the City of Haltom City desires, on its own motion, to exercise its authority under Sections 33.021, 36.003 and 36.151 of PURA; and

WHEREAS, a procedural schedule should be established for the filing of certain information by Oncor, procedures to be followed to obtain and review information from Oncor, the filing of an analysis of such information by the City, the filing of rebuttal information from Oncor, and a public hearing at which time the City shall make a

determination whether the existing rates of Oncor are unreasonable or are in any way in violation of any provision of law, and if such rates should be revised, and just and reasonable rates determined for Oncor.

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

SECTION 1. This resolution constitutes notice of the City's intent to proceed with an inquiry into the transmission and distribution rates charged by Oncor. On or before September 1, 2016, Oncor shall file with the City of Haltom City information that demonstrates good cause for showing that Oncor's transmission and distribution rates should not be reduced. Specifically, Oncor shall file with the City of Haltom City information for the test year beginning January 1, 2015 and ending December 31, 2015, regarding Oncor's cost of service elements, including, but not limited to, the elements detailed by the Public Utility Commission as necessary for the filing of a Statement of Intent to Change Rates. The test year may be updated for more current data and shall be adjusted for known and measureable changes.

SECTION 2. City's designated representatives shall have the right to obtain additional information from Oncor through the filing of requests for information, which shall be responded to within fifteen (15) days from the receipt of such request for information.

SECTION 3. City's designated representatives shall file their analysis of Oncor's filing and information on or before October 13, 2016.

SECTION 4. Oncor shall file any rebuttal to the analysis of City's representatives on or before November 10, 2016. With its rebuttal, Oncor may present whatever additional information it desires to defend its current rates.

SECTION 5. A public hearing shall be conducted by the City Council for the City of Haltom City during a regular council meeting scheduled between November 15 and December 15. At such hearing a representative of Oncor and a representative of the City of Haltom City's consultants will each be allowed to address the City Council and summarize previously filed reports for no more than 15 minutes. Based upon such hearing, a determination of the reasonableness of the existing rates of Oncor shall be made by the City Council and, if necessary, just and reasonable rates shall be determined to be thereafter observed and enforced for all services of Oncor within the City of Haltom City, Texas.

SECTION 6. The City Council may, from time to time, amend this procedural schedule and enter additional orders as may be necessary in the public interest and to enforce the provisions hereof.

SECTION 7. Subject to the right to terminate employment at any time, the City of Haltom City hereby ratifies the Steering Committee's selection of Geoffrey Gay with the

law firm of Lloyd, Gosselink, Rochelle & Townsend as legal counsel to assist the City of Haltom City in its ratemaking and to prosecute any appeals to the Texas Public Utility Commission or court. The Executive Committee of the Steering Committee of Cities Served by Oncor shall retain appropriate consultants to prepare a report and make rate recommendations.

SECTION 8. Fees and expenses of attorneys and consultants assisting the City in the Steering Committee's review of the reasonableness of Oncor's rates will be processed through the Steering Committee but the City reserves the right to seek reimbursement from Oncor pursuant to the PURA Section 33.023.

SECTION 9. That it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

AND IT IS SO ORDERED.

The above and foregoing resolution was passed and approved on this the 25th day of April, 2016, by the following vote:

Ayes:
Nays:
Abstentions:

ATTEST:

Art Camacho, City Secretary

David Averitt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Wayne Olson, City Attorney

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: April 25, 2016
Department: Administration
Subject: Development Agreement – Hillshire Farms

BACKGROUND

Chapter 380 of the *Texas Local Government Code* permits cities to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City. Hillshire Farms is located at 3900 Meacham Blvd. in Haltom City and is a long standing highly valued economic driver of high quality jobs and significant ad valorem and sales tax revenues to the City. Hillshire has requested the City provide financial assistance to expand the footprint of the building by approximately 5,700 square feet and provide significant updates to the freezing, storage and product transfer equipment within the facility and to increase production within the facility

The proposed capital improvements to the facility are anticipated to cost approximately \$24,000,000 and will be constructed in four (4) phases over three fiscal years beginning in 2016 and ending in 2018. Completion of the improvements shall be completed not later than December 31, 2018 and this agreement shall terminate on December 31, 2019.

FISCAL IMPACT

Subject to Hillshire complying with its duties and obligations under this agreement, the City agrees that Hillshire shall be entitled to receive Grant payments from the City in annual installments equal to 100% of Available Property Taxes paid to the City for the prior calendar year of the Facility's operation, prior to June 1st of each fiscal year until the expiration of the Agreement. The Grant Payments shall cease after three (3) annual Grant Payments have been made on improvements completed after December 31, 2018.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute an Economic Development Agreement with Hillshire Farms.

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 25th day of April, 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

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HALTOM CITY AND
HILLSHIRE FARMS DIVISION OF TYSON FOODS

This Economic Development Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between the City of Haltom City, a Texas municipal corporation located in Tarrant County, State of Texas ("City"), by and through its City Manager, and the Hillshire Farms division of Tyson Foods ("Hillshire"), a _____, by and through its Vice President, Mark. B. Else.

WITNESSETH:

WHEREAS, Chapter 380 of the Texas Government Code permits cities to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and

WHEREAS, Hillshire located at 3900 Meacham Blvd, in Haltom City, Texas is a long standing highly valued economic driver of high quality jobs and significant ad valorem and sales tax revenues to the City; and

WHEREAS, Hillshire has presented an economic assistance request to the City that will facilitate expanding the capacity, updating equipment and increasing production of the Hillshire facility in the City; and

WHEREAS, the Hillshire proposed capital improvements to the existing facility will expand the footprint of the building located at 3900 Meacham Blvd., in the City by 5,700 square feet and provide significant updates to the freezing, storage and product transfer equipment within the facility; and

WHEREAS, the proposed capital improvements to the facility are anticipated to cost approximately \$24,000,000, and will be constructed in four phases over three fiscal years beginning in 2016 and ending in 2018; and

WHEREAS, the City Council of the City of Haltom City supports the continued growth and expansion of the Hillshire facility by entering into this Agreement to promote and stimulate desirable business and commercial activity within the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1.
AUTHORIZATION AND PROGRAM ESTABLISHED

The City Council of the City hereby establishes a Chapter 380 economic development program (the "Program") to encourage economic development within the City and retain businesses and finds and determines that this Agreement will effectuate the purposes of the Program, and that Hillshire's performance of its obligations herein will provide local economic development and stimulate business and commercial activity in the City.

ARTICLE 2.
DEFINITIONS

- 2.01 The terms "Agreement," "Effective Date," "Hillshire", and "City," shall have the meanings provided, above.
- 2.02 "Available Property Taxes" means the portion of the ad valorem taxes assessed on the Facility imposed by the City of Haltom City and actually received by the City in excess of the Base Value and attributable only to the Improvements.
- 2.03 "Base Value" means the value of the Facility and business personal property equipment located on the Facility as appraised by the Tarrant County Appraisal District on the Effective Date of this Agreement.
- 2.04 "Capital Expenditure" means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, surveying and engineering costs and fees attributable to the construction of the Improvements. Capital Expenditure does not include any acquisition costs of the Property, marketing, or City fees, including but not limited to inspection fees, impact fees or park development fees, related to the development of the Improvements.
- 2.05 "Facility" means the existing Hillshire facility located at 3900 Meachum Blvd., Haltom City, Texas.
- 2.06 "Grant Payment(s)" means the periodic payments to reimburse Available Property Taxes made to Hillshire as provided herein.
- 2.07 "Improvements" means the capital improvements to the Facility to include the expansion of the Facility by 5,700 square feet and updates to the freezing, storage and product transfer equipment as further identified in Exhibit "A."

ARTICLE 3.
TERM

- 3.01 The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2019.

ARTICLE 4.
COVENANTS OF HILLSHIRE

4.01 Covenants Regarding Hillshire Development and Operations. In consideration of City agreeing to pay Hillshire the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, Hillshire agrees to the following, which are not obligations of Hillshire, but are duties that must be fulfilled in order to receive Grant Payments:

- (A) Commence construction and obtain a building permit for the Improvements by _____.
- (B) Design and construct all phases of the Improvements in conformance with the criteria and development standards set forth in the ordinances of the City of Haltom City, as well as applicable state and federal laws, resulting in a Capital Expenditure by Hillshire in an amount equal to approximately Twenty Four Million Dollars (\$24,000,000) by December 18, 2018.
- (C) Complete the Improvements no later than December 31, 2018.
- (D) Be responsible for the construction and maintenance of the Improvements and the Facility.
- (E) Hillshire shall own and operate the Facility for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed thirty (30) days.
- (F) Hillshire shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
 - 1. Hillshire shall have the right to protest, contest or litigate: (a) any assessment of the value of the Facility by any appraisal district which appraises real or personal property on all or any part of the Facility; and, (b) any tax imposed on the Facility by any taxing authority. The Grant Payments provided for herein shall be applied to the amount of taxes finally determined to be due as a result of any such protest, contest or litigation.
 - 2. Except as expressly provided, this Agreement shall not be construed to in any way modify Hillshire's right to protest, contest or litigate any and all ad valorem taxes or any other taxes, which may be levied or assessed by the City. Notwithstanding the foregoing, in the absence of either a casualty to the Facility or a reduction in average property value in the City (as measured against the average property value in

the City as of the date of this Agreement) of 25% or greater, any protest of ad valorem business personal property taxes by Hillshire during this Agreement resulting in an appraised value for business personal property in or on the Facility which is less than \$53,358,563 shall constitute an Event of Default.

- (G) Provide documentation, satisfactory to the City, to evidence the Capital Expenditures for the Improvements.
- (H) Provide to the City access to information, upon reasonable notice, related to the Facility or the Improvements necessary to confirm Hillshire's compliance with the terms of this Agreement.

ARTICLE 5. **PROGRAM GRANT**

- 5.01 Subject to Hillshire complying with its duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, Hillshire shall be entitled to receive Grant Payments according to the schedule set forth in this Article 5 to reimburse Hillshire for Available Property Taxes paid.
- 5.02 The right to Grant Payments shall commence January 1, 2017 with the first Grant Payment due and payable prior to June 1, 2017.
- 5.03 The City shall make Grant Payments to Hillshire in annual installments equal to 100% of Available Property Taxes paid to City for the prior calendar year of the Facility's operation, prior to June 1st of each fiscal year until the expiration of this Agreement.
- 5.04 The Grant Payments shall cease after three (3) annual Grant Payments have been made, with the last payment made in 2019. No Grant Payment will be made on Improvements completed after December 31, 2018.
- 5.05 For each calendar year in which a Grant Payment is requested, Hillshire agrees to provide a release to the City that will allow the Tarrant County Appraisal District to release information to the City that documents the amount of Available Property Taxes collected by the Appraisal District for the City from the Facility (the "Property Tax Disclosure"). The City and Hillshire shall rely on the Property Tax Disclosure as accurate and definitive for purposes of this Agreement. City shall not be required to pay Hillshire the Grant Payments under this Article until such time that Hillshire provides the required release and the Appraisal District provides the Property Tax Disclosure.

ARTICLE 6. **AUTHORITY; COMPLIANCE WITH LAW**

- 6.01 Hillshire hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Hillshire and this Agreement constitutes the legal, valid and binding obligation of Hillshire, and is enforceable in accordance with its terms and provisions.
- 6.02 Notwithstanding any other provision of this Agreement, Hillshire shall comply with all federal, state, and local laws.
- 6.03 Hillshire certifies that Hillshire does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Hillshire is convicted of a violation under 8 U.S.C. § 1324a(f), Hillshire shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate plus two percent (2%) per annum, not later than the 120th day after the date the City notifies Hillshire of the violation.

ARTICLE 7.
BREACH AND REMEDY; TERMINATION

- 7.01 Should Hillshire fail to comply with any of the material terms or conditions of this Agreement, and any such failure (hereinafter, a “breach”) specified, remains uncured for ninety (90) days following Hillshire’s receipt of written notice (the “Breach Notice”) from the City, delivered in accordance with Section 13.09, of the event and nature of such breach; provided, however, that if such breach is not reasonably susceptible of cure within such ninety (90) day period and Hillshire has commenced and is continuing to pursue the cure of such breach, then after first advising the City of such cure efforts, Hillshire shall automatically receive an additional ninety (90) day period within which to cure such breach. The City may authorize additional time to cure any such breach, but is not obligated to grant such additional time. Notwithstanding anything expressed or implied herein to the contrary, no Event of Default shall exist if the failure of Hillshire to fully perform its obligations hereunder is the result of a force majeure event. Further time for cure of a breach by Hillshire shall be extended by the reasonable time Hillshire is delayed by a force majeure event.
- 7.02 Upon the occurrence and during the continuation of any uncured Event of Default, the City shall have the right to suspend the Grant Payments specified in Article 5, pursuant to a notice (the “Suspension Notice”) delivered in accordance with Section 13.09 hereof, and thereafter to receive from Hillshire, as liquidated damages, a sum equal to (i) the amount of all Grant Payments paid to Hillshire, for each year in which the Event of Default occurred and was continuing, without the benefit of future Grant Payments. The calculation of liquidated damages shall not include any penalties or late charges. Such liquidated damages shall be due and payable to the City within thirty (30) days of the receipt by Hillshire of the

Suspension Notice. If the City delivers a Suspension Notice pursuant to this Section, then Hillshire shall thereafter have no right to receive Grant Payments specified in Article V unless and until Hillshire has cured the breach or breaches specified in the Breach Notice.

7.03 This Agreement shall terminate upon any one of the following:

- (A) On December 31, 2019; unless mutually extended by Hillshire and the City Council.
- (B) By Hillshire, immediately upon written notice to the City, if the City fails to pay any Grant Payment within the applicable time period provided under this Agreement; and
- (C) Immediately upon written notice from Hillshire to the City, upon any breach by the City of its obligations specified in this Agreement.
- (D) Immediately upon written notice from the City to Hillshire, upon a breach by Hillshire of its obligations specified in this Agreement

ARTICLE 8.
RIGHT OF OFFSET

Hillshire agrees that City may offset the amount of Grant Payments installment due to Hillshire for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from Hillshire, and (ii) not subject to challenge by Hillshire in a court of competent jurisdiction by Hillshire.

ARTICLE 9.
FORCE MAJEURE

Performance of Hillshire's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Hillshire's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 10.
GIFT TO PUBLIC SERVANT OR TO HILLSHIRE REPRESENTATIVE

- 10.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, “benefit” means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 10.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Hillshire as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 11.
ASSIGNMENT

Hillshire may not assign any part of this Agreement without consent or approval by the City Council.

ARTICLE 12.
INDEMNIFICATION

- 12.01 HILLSHIRE EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF HILLSHIRE OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Hillshire and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.
- 12.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Hillshire’s construction of the Development.

ARTICLE 13.
MISCELLANEOUS MATTERS

- 13.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 13.02 Applicable Law and Venue. This Agreement is made subject in accordance with the Haltom City Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws. This Agreement is performable in Tarrant County, Texas. Venue for any action arising under this Agreement shall lie in the State District Courts of Tarrant County or if in federal court, the 5th Circuit Federal District Court.
- 13.03 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.
- 13.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 13.05 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.
- 13.06 Governmental Powers. By execution of this Agreement, the City does not waive or surrender any governmental immunities, powers or rights.
- 13.07 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13.08 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 13.09 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered

personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Hillshire: Tyson Foods, Inc.
2200 Don Tyson Parkway, CP131
Springdale, Arkansas 72762
Attn: Mark B. Else, Sr. VP Tax

With a copy to: _____

City: City of Haltom City, Texas
5024 Braodway Ave.
Haltom City, Texas 76117
ATTN: Keith R. Lane, City Manager

With a copy to: Wayne K. Olson
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

13.10 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

13.11 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF HALTOM CITY, TEXAS

By: _____

Name: Keith R. Lane

Title: City Manager

ATTEST:

By: _____

Art Camacho
City Secretary

APPROVED AS TO FORM

By: _____

Wayne Olson
City Attorney

**HILLSHIRE FARMS,
DIVISION OF TYSON FOODS**

By: _____

Mark B. Else
Senior Vice President Tax

STATE OF ARKANSAS
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2016 by Mark B. Else, the Senior Vice President Tax of Hillshire Farms, division of Tyson Foods, Inc., on behalf of said company.

[Notary Seal]

Notary Public, State of Texas

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting:	April 25, 2016
Department:	Administration
Subject:	Schedule Special Council Meeting and Cancel a Regularly Scheduled Council Meeting

BACKGROUND

On May 7, 2016, a General Election will be held in Haltom City for the purpose of electing Council Places 3, 4, 5, and 6, in addition to a Special Election for changes in the Municipal Sales and Use Tax for the Economic Development Corporation and Street Maintenance.

The first regular City Council meeting scheduled is May 9th, but the Election Code does not allow for canvassing until May 10th and canvassing is allowed to continue until May 18th. The next scheduled Council meeting is May 23rd, which would be past the canvassing deadline. The Council can schedule a special meeting for canvassing and swearing the new Council members during the allocated time period.

Historically, the Council has taken action to reschedule regularly scheduled Council meetings. However, if the Council agrees to reschedule the regular May 23rd meeting for the 16th, it would be four (4) weeks before they would meet regularly again on June 13th, because there are five (5) Mondays in May this year. There are no City Charter restrictions in the time span allowed between meetings, only that the City Council must meet at least once per month. (*Sec. 3.07. Number of meetings*)

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council approve scheduling a special Council meeting for May 16, 2016 for the purpose of canvassing the election and the swearing of new Council members, but not cancel the regularly scheduled meeting on May 23, 2016 for conducting regular business.

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 25th day of April, 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

ATTEST:

David Averitt, Mayor

Art Camacho, City Secretary

APPROVED AS TO FORM:

Wayne Olson, City Attorney

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016

Department: Planning & Community Development

Subject: Ordinance No. O-2016-008-15
First Reading (Z-004-16)

BACKGROUND

Conduct a public hearing and consider action on the application of Elias Loreda for a Zoning Change request from “C-2” Commercial District to “C-3” Commercial District located on Lot 1, Block 23 of the Parkdale Gardens Addition, being approximately 0.332 acres located south of Ellison Avenue and east of Carson Street, locally known as 2600 Carson Street.

The applicant requests to rezone the subject site to have the use of contractor sales and service, which requires the zoning of “C-3” Commercial District. A comparison of the uses allowed in the “C-2” District and the “C-3” District is attached. The allowed uses in each district are similar. A few differences make “C-3” generally more intense while “C-2” provides a district with uses that are generally less intense.

FISCAL IMPACT

None.

RECOMMENDATION

On April 12, 2016, the P&Z recommended approval of Z-004-16 by a vote of 6-0-0.

The City’s Comprehensive Land Use Plan (CLUP) does not contain policies distinguishing less intense and more intense Service Commercial uses. The CLUP designates the subject site as Office, Retail and Service Commercial, and the proposed zoning change from “C-2” Commercial District to “C-3” Commercial District will continue to be consistent with the land use suggested by the CLUP.

ATTACHMENTS

P&Z Staff Report with Attachments
Ordinance No. O-2016-008-15

ORDINANCE NO. O-2016-008-15

CASE NO. Z-004-16

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 0.332 acres of land located on Lot 1, Block 23 of the Parkdale Gardens Addition, locally known as 2600 Carson Street (hereinafter-referenced as the "Property"), has filed an application to rezone the property from its present classification of "C-2" Commercial District to "C-3" Commercial District; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on April 12, 2016 and the City Council of the City of Haltom City, Texas

held a public hearing on April 25, 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 0.332 acres of land from "C-2" Commercial District to "C-3" Commercial District, located south of Ellison Avenue and east of Carson Street, locally known as 2600 Carson Street, and being Lot 1, Block 23 of the Parkdale Gardens 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: April 25, 2016

Department: Planning & Community Development

Subject: Ordinance No. O-2016-009-15
First Reading (CU-002-16)

BACKGROUND

Conduct a public hearing and consider action on the application of Jesus Mejia for a Conditional Use Permit request with site plan approval, for tire sales store and automobile and light truck repair shop located on Tract 18B9 of the Joel Walker Survey, being approximately 0.2 acres located south of E. Belknap Street and west of Layton Avenue, locally known as 4320 E. Belknap Street.

The applicant requests approval of a Conditional Use Permit for a tire sales store and automobile and light truck repair shop. In 2015, the applicant requested and was approved a Conditional Use Permit for tire sales store. The applicant provided the improvements required by the City staff and the City Council, and now requests to add the use of auto repair. The before and after photos of the site are provided for reference.

FISCAL IMPACT

None.

RECOMMENDATION

On April 12, 2016, the P&Z recommended approval of CU-002-16 by a vote of 5-1-0.

ATTACHMENTS

P&Z Staff Report with Attachments
Ordinance No. O-2016-009-15

ORDINANCE NO. O-2016-009-15

CASE NO. CU-002-16

AN ORDINANCE AMENDING ORDINANCE NO. O-2002-032-15, AS AMENDED, THE ZONING ORDINANCE OF THE CITY OF HALTOM CITY, TEXAS, BY APPROVING A CONDITIONAL USE PERMIT FOR TIRE SALES STORE AND AUTOMOBILE AND LIGHT TRUCK REPAIR SHOP ON 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 0.2 acres of land located on Tract 18B9 of the Joel Walker Survey, Abstract 1654, locally known as 4320 E. Belknap Street (hereinafter-referenced as the "Property"), has filed an application for approval of a Conditional Use Permit for tire sales store and automobile and light truck repair shop on said property; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on April 12, 2016 and the City Council of the City of Haltom City, Texas held a public hearing on April 25, 2016 with respect to the Conditional Use permit described herein; 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 approval of the Conditional Use Permit.

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 approving a Conditional Use Permit for tire sales store and automobile and light truck repair shop at the property consisting of approximately 0.2 acres of land located at 4320 E. Belknap Street and being more fully described as Tract 18B9 of the Joel Walker Survey, Abstract 1654.

SECTION 2.

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 Conditional Use Permit as set forth above.

SECTION 3.

The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit "A" Design Standards and Exhibit "B" Site Plan attached hereto

and shall further 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 4.

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 5.

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 6.

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 7.

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 8.

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 9.

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'
Design Standards

1. The existing building and a dumpster enclosure located on the east side of the building is allowed to encroach into the 15-foot street side yard along Layton Avenue.
2. The dumpster enclosure shall be a minimum six-foot tall opaque screening device.
3. If the applicant can obtain approval from the adjacent property owner to the south, then the applicant may place the required dumpster on this property along with a six-foot opaque screening fence.
4. Provided shall be a landscape bed containing at least six shrubs to be space between 30 to 36 inches apart and at least one-foot in height at planting with the capability to reach two feet in height within 18 months at which height the shrubs shall be maintained.
5. Provided shall be a continuous landscape buffer the entire length of the site's frontage on Layton Avenue. The landscape buffer shall have ground cover and shrubs established and maintained.
6. The applicant shall have a tire recycling company routinely pick up unusable tires to ensure unusable tires are disposed of properly.
7. If there is any conflict between Exhibit 'A' Design Standards and Exhibit 'B' Site Plan, the provisions in Exhibit 'A' Design Standards shall control.

Exhibit 'B'
Site Plan

(See next page)

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016

Department: Public Works

Subject: Resolution No. R-2016-012-11 –
Engineering & Construction Bid
Recommendations for the Big Fossil
Relief Sanitary Sewer Main Project

BACKGROUND

In 1999, the cities of Fort Worth, Haltom City, North Richland Hills and Richland Hills (the “4 cities”) obtained a matching grant from the Texas Water Development Board to study and analyze the current and future sanitary sewer needs of the 4 cities within the Big Fossil Creek drainage basin – specifically, the corridor between Broadway Avenue and the Trinity River. The Texas Water Development Board required one of these 4 cities to be the “lead City”. Going into the study, the 4 cities suspected that any outcome was going to be most financially onerous on Fort Worth. Consequently, Fort Worth was selected to be the lead City.

The 4 cities share various sanitary sewer mains within this corridor and almost all of these sanitary sewer mains are problematic. The majority of these problems are relative to the age, size and pipe material of these sanitary sewer mains. One of the outcomes of the study was that a new large diameter sanitary sewer trunk main (the “SSTM”) was necessary in the corridor in order to handle some of the existing sanitary sewer loading and also to handle the sanitary sewer loading from any future development.

In 2010 the 4 cities entered into an Agreement for the maintenance of the existing problematic sanitary sewer mains, the rerouting of some of the sanitary sewer mains and the construction of the SSTM within the corridor. As part of this Agreement, Haltom City was to be proportionately responsible for specific maintenance costs and specific costs related to the construction of the SSTM. In 2010, Haltom City’s proportionate cost share of the SSTM was estimated at \$1,957,624.

The design and construction of the SSTM was divided into three (3) separate phases/projects. Presently, engineering design has been completed for Phase 1 & Phase 3 and their corresponding projects have also been bid. Haltom City’s proportionate share of the engineering design costs for these two (2) phases is \$240,970.46 and Haltom City’s corresponding proportionate share of the construction bid equates to \$807,842.82. These two (2) amounts equate to a total of \$1,048,813.28.

Presently, Fort Worth is asking for each City to approve a resolution which would authorize each City to pay their proportionate share of the engineering and construction costs for Phase 1 & Phase 3 of Big Fossil Relief Sanitary Sewer Main Project.

FISCAL IMPACT

The initial FY2016 Budget did not allocate funding for the Big Fossil Relief Sanitary Sewer Main Project. However, on January 25th, Staff approached the City Council with proposed changes to the Capital Improvements Project Budget. It was the Council's consensus to modify the Capital Improvements Project Budget as proposed by Staff. Because Staff recommended funding this Capital Improvements Project at \$1,000,000 and these costs are now known to be \$1,048,813.28, an additional \$50,000 needs to be identified for Phase 1 and Phase 3. The Finance Department has indicated that this funding (\$50,000) is available in the Water & Sewer Capital Project Fund (Fund 42).

RECOMMENDATION

Staff recommends the City Council approve Resolution R-2016-012-11 which authorizes the City Manager to make payment to Fort Worth for Haltom City's proportionate share of both the engineering (\$240,970.46) costs and construction (\$807,842.82) costs for Phase 1 & Phase 3 of the Big Fossil Relief Sewer Main Project.

ATTACHMENTS

Resolution No. R-2016-012-11

RESOLUTION NO. R – 2016 – 012 – 11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALTOM CITY AUTHORIZING PAYMENT FOR ENGINEERING AND CONSTRUCTION OF THE BIG FOSSIL RELIEF SEWER MAIN PURSUANT TO AN AGREEMENT BETWEEN THE CITIES OF NORTH RICHLAND HILLS, RICHLAND HILLS, HALTOM CITY AND FORT WORTH.

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 cities of North Richland Hills, Richland Hills, Haltom City and Fort Worth entered in City of Fort Worth City Secretary Contract No. 40078 for the repair and maintenance of the TCWSC sewer main and the Haltom City Outfall Main, and for the construction of the Big Fossil Relief Sewer (the “Agreement”); and

WHEREAS, the Agreement detailed the costs to be shared by each city for such repair, maintenance and construction; and

WHEREAS, pursuant to Section 2.C.2 of the Agreement, prior to Fort Worth awarding the engineering contract for the design and construction documents for the Big Fossil Relief Sewer Main, the other participating cities are required to adopt a resolution authorizing payment to Fort Worth for each respective city’s allocated cost, as detailed in the Agreement; and

WHEREAS, Fort Worth is ready to award the engineering contract for Phase 1 and 3 of the Big Fossil Relief Sewer Main; and

WHEREAS, Section 2.C.7 of the Agreement also requires each participating city to adopt a resolution for the payment of each city’s allocated cost, as detailed in the Agreement, for the construction the Big Fossil Relief Sewer Main prior to Fort Worth awarding the construction contract; and

WHEREAS, Fort Worth is ready to award the contract for Phase 1 and 3 for the construction of the Big Fossil Relief Sewer Main.

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

SECTION 1.

That the City Manager is hereby authorized to make payment to Fort Worth for the engineering contract for Phase 1 & 3 of the Big Fossil Relief Sewer Main in the amount of \$240,970.46.

SECTION 2.

That the City Manager is hereby authorized to make payment to Fort Worth for the construction contract for Phase 1 and 3 of the Big Fossil Relief Sewer Main in the amount of \$807,842.82.

SECTION 3.

This resolution shall be in full force and effect from and after its passage, and it is so resolved.

PASSED AND APPROVED ON THIS THE 25th DAY OF APRIL, 2016.

CITY OF HALTOM CITY

By: _____
David Averitt, Mayor

ATTEST:

Art Camacho, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016

Department: Public Works

Subject: Resolution No. R-2016-013-11 –
Amendment # 1 to the Advance
Funding Agreement for the Carson
Street Bridge Replacement Project

BACKGROUND

In 2011 the City approved Resolution No. R-2011-005-11 which authorized the City Manager to enter into a Local Transportation Project Advance Funding Agreement (the “2011 Agreement”) with TxDOT for the Carson Street Bridge Replacement Project (the “CB Project”). The CB Project is one piece of an overall larger project – the Little Fossil Creek Improvements Project (the “LFC Project”). The LFC Project received a significant amount of funding from the federal government through the U.S. Army Corps of Engineers. Upon completion of the LFC Project and submission of the appropriate engineering data to the Federal Emergency Management Agency, the floodplain designation will be removed from a significant amount of properties on the southern side of the City.

Prior to the approval of the 2011 Resolution, the City determined that it would be in their best interest to remove the CB Project from the LFC Project. By doing this, the City would only need to interact with one governmental entity (TxDOT) instead of two governmental entities (TxDOT and the U.S. Army Corps of Engineers) for the construction of the CB Project.

The 2011 Agreement required the City to be responsible for the construction costs of the CB Project which were then estimated to be \$1,600,000. Additionally, TxDOT would not charge the City their typical Direct State Costs which were estimated to be \$226,200.

After the approval of the 2011 Agreement, the City’s engineering consultant drafted construction plans and obtained TxDOT’s approval of these plans. This is typical of any project which modifies TxDOT’s infrastructure within their Right-of-Way.

With TxDOT’s approval of the construction plans, the construction costs were re-examined and the construction costs are now estimated to be \$3,760,851. Because this amount is a significant increase over the \$1,600,000 estimated in the original Agreement, TxDOT is requiring this Agreement to be amended.

FISCAL IMPACT

The FY2016 Budget allocated \$3,195,000 for the CB Project. However, on January 25th, Staff approached the City Council with proposed changes to the Capital Improvements Project Budget. It was the Council's consensus to modify the Capital Improvements Project Budget as proposed by Staff. Because Staff recommended increasing the Budget for the CB Project to \$4,400,000, there is appropriate funding to approve the Amendment to the Advanced Funding Agreement for the CB Project.

RECOMMENDATION

Staff recommends the City Council approve Resolution R-2016-013-11 which authorizes the City Manager to execute the Advance Funding Agreement Amendment #1 for the Carson Street Bridge Replacement Project.

ATTACHMENTS

Resolution No. R-2016-013-11

RESOLUTION NO. R – 2016 – 013 – 11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALTOM CITY, TEXAS, APPROVING AND AUTHORIZING AMENDMENT #1 TO THE LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT FOR THE CARSON STREET BRIDGE AND LITTLE FOSSIL CREEK CHANNEL (STORM DRAINAGE IMPROVEMENTS) PROJECT (CSJ # 0363-03-049).

WHEREAS, by Resolution R-2011-005-11 passed February 28, 2011, the City Council approved and authorized the Local Transportation Project Advance Funding Agreement for the Carson Street Bridge and Little Fossil Creek (Storm Drainage Improvements) Project (CSJ # 0363-03-049); and,

WHEREAS, the Local Transportation Project Advance Funding Agreement for the Carson Street Bridge and Little Fossil Creek (Storm Drainage Improvements) Project (CSJ # 0363-03-049) was fully executed on April 12, 2011; and,

WHEREAS, the construction estimate to construct the Carson Street Bridge and Little Fossil Creek (Storm Drainage Improvements) Project has significantly increased since the execution of the Local Transportation Project Advance Funding Agreement; and,

WHEREAS, the Texas Department of Transportation has determined it is necessary to amend this Local Transportation Project Advance Funding Agreement;
NOW THEREFORE:

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

SECTION 1. THAT the City Council of the City of Haltom City, Texas, authorizes the City Manager to execute the attached Amendment #1 to the Local Transportation Project Advance Funding Agreement for the Carson Street Bridge and Little Fossil Creek (Storm Drainage Improvements) Project (CSJ # 0363-03-049).

AND IT IS SO RESOLVED.

PASSED AND APPROVED on this the 25th day of April, 2016.

CITY OF HALTOM CITY

By: _____
David Averitt, Mayor

ATTEST:

Art Camacho, City Secretary

District # 02 – Fort Worth
Code Chart 64 #18000
Project: Carson Street Bridge and
Little Fossil Creek Channel
(Storm Drainage Improvements)
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT # 1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and **City of Haltom City**, acting by and through its **duly authorized officials**, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on **April 12, 2011** to effectuate their agreement regarding the **reconstruction of Carson Street Bridge, Little Fossil Creek Channel and storm drainage improvements at SH-121**; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment C, Project Budget Estimate and Source of Funds, is deleted in its entirety, and replaced with **Attachment C-1**, Budget Estimate and Source of Funds, which is attached to this agreement.

Article 8, Environmental Assessment and Mitigation has been deleted in its entirety and replaced with:

Environmental assessment and mitigation will be carried out as stated in the MAFA. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

All other provisions of the original contract are unchanged and remain in full force and effect.

CSJ # 0363 – 03 – 049
District # 02 – Fort Worth
Code Chart 64 #18000
Project: **Carson Street Bridge and
Little Fossil Creek Channel
(Storm Drainage Improvements)**
Federal Highway Administration
CFDA # 20.205
Not Research and Development

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

District # 02 – Fort Worth
 Code Chart 64 #18000
 Project: Carson Street Bridge and
 Little Fossil Creek Channel
 (Storm Drainage Improvements)
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C-1 Budget Estimate and Source of Funds

Costs will be allocated based on 100% Local Government Funding. The Local Government will be responsible for any cost overruns.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Preliminary Engineering <i>By Local Government</i>		\$130,000	0%	\$0	0.00 %	\$0	100%	\$130,000
Environmental <i>By Local Government</i>		\$10,000	0%	\$0	0.00 %	\$0	100%	\$10,000
Construction <i>By State</i>		\$3,760,851	0%	\$0	0.00 %	\$0	100%	\$3,760,851
Subtotal		\$3,900,851		\$0		\$0		\$3,900,851
Direct State Costs @ 13% (Including Plan, Review, Inspection and Oversight)		\$226,200	0%	\$0	100%	\$226,200	0%	\$0
Indirect State Costs	5.74%	\$223,909			100%	223,909		
Subtotal		\$450,109		\$0		\$450,109		\$0
TOTAL		\$4,350,960		\$0		\$450,109		\$3,900,851

Initial payment by the Local Government to the State: \$ 0.00

Payment by the Local Government to the State before construction: \$ 3,760,851.00

Estimated total payment by the Local Government to the State: \$ 3,760,851.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016
Department: Planning & Community Development
Subject: Fuel City Agreement/Easement

BACKGROUND

Conduct a public hearing and consider action on an agreement by and between Benda Haltom City LLC, White Buffalo Exchange, LLC, and CougarSprings Investments, LLC (collectively known as the owner) and the City of Haltom City.

The owner agrees to grant the City an easement to install, maintain, repair, rebuild and remove a gateway sign and a landscaped area around the sign. The owner also agrees to grant a restrictive covenant over an area south of the sign in order to ensure the gateway sign's visibility.

FISCAL IMPACT

None.

RECOMMENDATION

Consider action on an agreement by and between Benda Haltom City LLC, White Buffalo Exchange, LLC, and CougarSprings Investments, LLC (collectively known as the owner) and the City of Haltom City.

ATTACHMENTS

Proposed Agreement

Sign Agreement and Easement

This Sign Agreement and Easement (this “Agreement”) is executed this ___ day of April, 2016 by and between Benda Haltom City LLC, a Texas limited liability company, White Buffalo Exchange, LLC, a Texas limited liability company and CougarSprings Investments, LLC, a Texas limited liability company (collectively, “Owner”) and Haltom City (the “City”).

RECITALS:

- A. Owner is the owner of the real property described on Exhibit A attached hereto (the “Property”).
- B. Owner has agreed to grant the City an easement over a portion of the Property as described on Exhibit B attached hereto (the “Easement Property”) to install, maintain, repair, rebuild and remove a gateway sign and a landscaped area around the sign, subject to the terms set forth herein, and the City has agreed to accept such easement subject to the terms set forth herein.
- C. Owner has also agreed to place a restrictive covenant over a portion of the Property described on Exhibit D attached hereto (the “Restricted Property”).

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Owner and the City agree as follows:

1. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent, exclusive easement over and across the Easement Property for the purposes of installing, inspecting, maintaining, repairing, rebuilding and removing a gateway sign (the “Sign”) and of landscaping the Easement Property, as well as an easement over and across the remainder of Owner’s Property as reasonably necessary for the purpose of ingress and egress by the City, its employees, agents and contractors, to and from the Easement Property, but only to the extent that the Easement Property is not accessible by using existing or future streets, drives and parking areas.

2. Construction of Sign; Ongoing Responsibilities. Owner agrees to construct the sign pursuant to the plans set forth on Exhibit C attached hereto. Owner shall (i) separately meter electricity to the sign and pay for the electricity for the Sign and (ii) maintain the landscaping around the Sign. Except as set forth in the prior sentence, once the Sign has been installed, the costs of owning, operating, maintaining, repairing and replacing the Sign will be the responsibility of the City. Notwithstanding the foregoing if the City does not maintain the Sign and the landscaping to a level substantially similar to the maintenance of Owner’s sign and landscaping on the remainder of the Property, then after thirty (30) days written notice to the City, if such deficiency remains, Owner shall have the right to maintain, repair and/or replace the Sign and the landscaping, the City shall pay the costs related thereto.

Owner agrees to obtain a transferrable warranty in connection with the design, construction, and installation of the Sign. Owner will transfer the warranty to City after City has inspected and accepted the Sign, and further agrees that it will not, without the consent of City,

waive or release any rights or claims that Owner may have against any contractor, subcontractor, or other third parties regarding the design, construction, and installation of the Sign.

3. Restricted Property. Owner agrees that it shall not construct, install or permit to exist, any improvements, including any landscaping, that exceeds twenty-four inches (24”) in height on the Restricted Property.

4. Miscellaneous.

(a) Any assignment must be approved by Owner in writing, such approval not to be unreasonably withheld or delayed.

(b) The easement estate hereby created is subject to any and all existing easements, covenants, rights of way, conditions, restrictions and outstanding mineral interests, if any, relating to the Easement Property, to the extent and only to the extent that the same presently burden the fee title to the Easement Property.

(c) This Agreement will be construed under the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. Venue for any action hereunder shall lie in Tarrant County, Texas.

(d) If any provision in this Agreement is for any reason unenforceable, to the extent that the enforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable portion had never been a part of the Agreement. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

(e) Any recitals in this Agreement are represented by the parties to be accurate, and consist of part of the substantive agreement.

(f) This Agreement contains the complete agreement of the parties with respect to the subject matter hereof, and this Agreement may be amended, modified or terminated, in whole or in part only by the written agreement of the City and the owner of the fee title to the Easement Property.

(g) This Agreement binds and inures to the benefit of the parties hereto and their respective permitted successors and assigns, including, without limitation, all subsequent owners of the fee title to the Easement Property and the Restricted Property.

(h) Each signatory party agrees to execute and deliver any additional documents and instruments and perform any additional acts necessary or appropriate to perform the terms, provisions and conditions of this Agreement and all transactions contemplated by this Agreement.

EXHIBIT A

Owner's Property

STATE OF TEXAS:

COUNTY OF TARRANT:

LEGAL DESCRIPTION

BEING 3.848 ACRES OF LAND LOCATED IN THE JOEL WALKER SURVEY, ABSTRACT NO. 1654, TARRANT COUNTY, TEXAS, BEING ALL OF THE TRACTS OF LAND DESCRIBED IN A DEED TO WORTHINGTON NATIONAL BANK, RECORDED IN COUNTY CLERKS DOCUMENT NO. D208330646, D208330648, AND D189009660, DEED RECORDS TARRANT COUNTY TEXAS (D.R.T.C.T.), SAID 3.848 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON ROD STAMPED "BEASLEY" FOUND, LYING IN THE NORTH RIGHT OF WAY LINE OF AIRPORT FREEWAY, A VARIABLE WIDTH RIGHT OF WAY;

THENCE DEPARTING THE NORTH RIGHT OF WAY LINE OF AIRPORT FREEWAY AND ALONG THE EAST LINE OF A TRACT AS DESCRIBED IN INST. NO. D206321216, NORTH 00 DEGREES 23 MINUTES 59 SECONDS WEST, A DISTANCE OF 571.99 FEET TO A POINT LYING IN THE SOUTH LINE OF LOT 7, BLOCK 2, WILKINSON-WRIGHT ADDITION, AN ADDITION TO THE CITY OF HALTOM CITY AS RECORDED IN VOLUME 1875, PAGE 38, P.R.T.C.T.;

THENCE ALONG THE SOUTH LINE OF BLOCK 2, WILKINSON-WRIGHT ADDITION, SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 356.05 FEET TO A 5/8 INCH YELLOW CAPPED IRON ROD STAMPED "DEOTTE RPLS 4673" SET LYING IN THE WEST RIGHT OF WAY LINE OF HALTOM ROAD, A VARIABLE WIDTH RIGHT OF WAY;

THENCE DEPARTING THE SOUTH LINE OF BLOCK 2, WILKINSON-WRIGHT ADDITION AND ALONG THE WEST RIGHT OF WAY LINE OF HALTOM ROAD AND FURTHER ALONG THE NORTHWEST RIGHT OF WAY LINE OF AIRPORT FREEWAY (HIGHWAY 121, A VARIABLE WIDTH RIGHT OF WAY), SOUTH 00 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 249.74 FEET TO A BROKEN TXDOT MONUMENT;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF AIRPORT FREEWAY, SOUTH 02 DEGREES 00 MINUTES 32 SECONDS EAST, A DISTANCE OF 101.16 FEET TO A BROKEN TXDOT MONUMENT;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF AIRPORT FREEWAY, SOUTH 35 DEGREES 41 MINUTES 20 SECONDS WEST, A DISTANCE OF 37.60 FEET TO A BROKEN TXDOT MONUMENT;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF AIRPORT FREEWAY, SOUTH 59 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 167.06 FEET TO A CAPPED IRON ROD STAMPED "MIZELL" FOUND;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF AIRPORT FREEWAY, SOUTH 59 DEGREES 59 MINUTES 19 SECONDS WEST, A DISTANCE OF 211.65 FEET TO A 5/8 INCH YELLOW CAPPED IRON ROD STAMPED "DEOTTE RPLS 4673" SET;

THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY LINE OF AIRPORT FREEWAY, SOUTH 79 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 6.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 167,608 SQUARE FEET OR 3.848 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

Easement Property

[See Attached]

EXHIBIT C
Sign Specifications

[See Attached]

EXHIBIT D

Restricted Property

[See Attached]

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: April 25, 2016
Department: Administration
Subject: Variance to Livestock Ordinance

BACKGROUND

Section 10-49 of the City Code below lists the requirements for enclosures of livestock within the corporate limits of Haltom City:

Sec. 10-49. - Enclosures.

(a) It shall be unlawful to maintain any livestock within the corporate limits of the city without meeting the following requirements:

(1) One head of livestock (horse, pony, mule, donkey, sheep, goat, or cow) may be kept on a lot or tract of land containing a minimum of 20,000 square feet under one ownership, fenced and properly graded, to prohibit runoff onto adjacent property;

(2) Such livestock shall be restrained by fencing or other suitable barrier from within 100 feet of adjacent residential, commercial, or other inhabited structure.

(b) An additional 10,000 square feet of land area is required for each additional head of livestock proposed to be kept on the premises.

(Ord. No. O-2013-004-04, § 1, 3-25-13)

A marketing or brand feature of the Fuel City facilities is to keep Texas Longhorns enclosed on their property as part of their customer draw. Fuel City properties are widely known for housing longhorns on their property. The city has received no citizen complaints or concerns regarding the housing of longhorns on this property.

Fuel City has communicated that there will be 1 to 4 longhorns on the property. The square footage of the enclosure is in excess of 40,000 square feet so this portion of the ordinance will be compliant.

However, there are three inhabitable structures within 100 feet of the enclosure. In this case the enclosure serves as a positive buffer between the active elements of the development like parking lot vehicular traffic, foot traffic, etc.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council approve a variance to Section 10-49 of the City Code for approval of the keeping of longhorns on the Fuel City property.

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 25th day of April, 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

APPROVED AS TO FORM:

Wayne Olson, City Attorney

ATTEST:

Art Camacho, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 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.

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENT

None.

CITY COUNCIL MEMORANDUM

City Council Meeting: April 25, 2016
Department: City Secretary
Subject: Boards and Commissions
Appointments/Reappointments

BACKGROUND

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

FISCAL IMPACT

None.

RECOMMENDATION

None.

ATTACHMENTS

Applications: Thomas Sanders, Diana Williams, David Wood, Dorothy Tyler, and Anastasia Taylor.

Mayor: Beautification (vacant), ZBA Alternate (vacant)

Councilmember Place 1: CCPD/Red-light Camera (vacant)

Councilmember Place 2: Fire Services (vacant)

Councilmember Place 5: CCPD/Red-light Camera