



Stephanie Boardingham, Mayor
Keith R. Smith, Mayor Pro Tem
Carlie Jones, Deputy Mayor Pro-Tem
Anthony Cook, Place 2
Timey Boardingham, Place 3
Silas Robinson, Place 4
Jesus Rivas, Place 6

Venus Wehle, City Manager
Amy Anderson, City Secretary
Courtney Goodman-Morris, Asst. City Attorney

Agenda
Regular City Council Meeting
February 4, 2025 - 6:00 PM

Notice is hereby given that on February 4, 2025, the City Council of the City Forest Hill will hold a Regular Council Meeting at 6:00 PM, in the City of Forest Hill Council Chambers, 3219 California Parkway, Forest Hill, Texas, 76119, for the purpose of considering the following items:

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this agenda.

1. Call to Order

Invocation

Pledge of Allegiance to the U.S. Flag and the Texas Flag

Oaths of Office

2. Presentations, Proclamations, and Recognitions

- a) Presentation from the Harlean Beal Elementary School Student Council.
- b) Presentation by the Salvation Army on the 2024 Mayoral Red Kettle Challenge.
- c) Presentation by the Mayor's Youth Advisory Council.
- d) Proclamation honoring Black History Month 2025.

3. Citizen Testimony

At this time, any person who desires to speak on any item posted on the agenda or any person with business before the City Council not scheduled on the agenda may speak to the City Council provided that a "Speaker's Request Form" has been completed and provided to the City Secretary no later than the posted start time of the City Council meeting. Speakers are limited to a maximum of three (3) minutes. The Council cannot respond to matters not listed on the agenda

until scheduled at a future meeting. Please direct all comments to the full Council. Citizens are to refrain from personal attacks and the use of profane language.

4. Mayor and Council Reports

- a) Report on the changes to the ZipZone program.
- b) Report on the Forest Hill Senior Center.
- c) Report on the Waffle House Grand Opening.
- d) Report on the Community Learning Center partnership with the City of Forest Hill.
- e) Report on the 2025 Black History Month event.

5. Departmental Updates

- a) Report on office closure in observance of the Presidents Day holiday.

6. Consent Agenda

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items unless a Council Member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- a) Consider approval of the meeting minutes for the January 14, 2025 meeting.
- b) Consider approval of Ordinance 2025-01, an ordinance of the City of Forest Hill, Tarrant County, Texas authorizing and calling for the May 3, 2025 General Municipal Election for the purpose of electing persons to the offices of Mayor, Council members Place 4, 5, and 6; authorizing a joint election with other Tarrant County Political Subdivisions; authorizing a contract for election services with Tarrant County; and providing a runoff date.
- c) Consider approval of Resolution 2025-04, authorizing continued participation with the steering committee of cities served by ONCOR and authorizing the payment of eleven cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to ONCOR Electric Delivery Company, LLC.
- d) Consider approval of Resolution 2025-05, a resolution authorizing continued participation with the ATMOS Cities Steering Committee; and authorizing the payment of five cents per capita to the ATMOS Steering Committee to fund regulatory and related activities related to ATMOS Energy Corporation.

7. Public Hearing

a) **Case #PZ 2025-01 Public Hearing**

To receive citizen's comments regarding a Specific Use Permit to allow for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill, LLC.

Case #PZ 2025-01 Deliberation

Discuss and consider action on Ordinance 2025-02, regarding a Specific Use Permit allowing for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill, LLC.

b) Case #PZ 2025-02 Public Hearing

To receive citizen's comments regarding a request to amend the Comprehensive Zoning Ordinance of the City of Forest Hill by changing the Official Zoning Map and the Zoning Classification of property legally described as being part of the Park Forest Addition, Block 4, Lot 2 in the City of Forest Hill, Tarrant County, Texas. Zoned GB (General Business) to add a Specific Use Permit to allow for Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820 in the City of Forest Hill, Tarrant County, Texas. The applicant is Yan Qin Lin of Mulan Asian Kitchen.

Case #PZ 2025-02 Deliberation

Discuss and consider action on Ordinance 2025-03, regarding a request to amend the Comprehensive Zoning Ordinance of the City of Forest Hill by changing the Official Zoning Map and the Zoning Classification of property legally described as being part of the Park Forest Addition, Block 4, Lot 2 in the City of Forest Hill, Tarrant County, Texas. Zoned GB (General Business) to add a Specific Use Permit to allow for Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820 in the City of Forest Hill, Tarrant County, Texas. The applicant is Yan Qin Lin of Mulan Asian Kitchen.

8. Deliberation Agenda

- a) Discuss and consider approval of Resolution 2025-06, a resolution of the City of Forest Hill, Texas awarding a contract to Patcon Services, LLC a Texas Limited Liability Company, in the amount not to exceed \$178,869.90 for the construction of water line improvements for Woodbridge Drive (Falmouth Drive to Lee Drive), Community Development Block Grant CARES Act Round 4, Project No. B20-UW-48-0001-26-15; authorizing the City Manager to negotiate and execute any and all necessary documents.
- b) Discuss and consider approval on Resolution 2025-07, a resolution of the City of Forest Hill, Texas declaring a public necessity exists and finding a public use and purpose for the exercise of the power of eminent domain and the initiation of condemnation proceedings for acquiring property for the construction of sanitary sewer facilities along Anglin Drive; authorizing appropriation of the real property and/or the use of the power of eminent domain to acquire the real property for public use; delegating authority to initiate the condemnation proceedings to the City Attorney and City Manager.
- c) Discuss and consider action on an appointment to the Animal Shelter Advisory Committee.
- d) Discuss and consider action on the appointment of a Mayor's Youth Advisory Council School Liaison for Uplift Ascend Preparatory.

- e) Discuss and consider action on the appointments of student members to the Uplift Ascend Preparatory Mayor's Youth Advisory Council.
- f) Discuss and consider an appointment to the Historical Preservation Commission for Place 7.
- g) Discussion on the presentation of the City of Forest Hill Police Department Racial Profiling Report for 2024 and action accepting said report and authorizing the filing of the same.
- h) Discuss and consider approval of Ordinance 2025-04, an ordinance of the City of Forest Hill, Texas amending the Code of Ordinances by repealing and replacing in its entirety Chapter 3 Titled "Animal Control".
- i) Discuss and consider approval of Ordinance 2025-05, an ordinance of the City of Forest Hill, Texas amending the City's Master Fee Schedule by adding thereto fees related to animal services.
- j) Discuss and consider approval of Resolution 2025-08, a resolution of the City of Forest Hill, Texas approving amendments to the City of Forest Hill Employee Personnel Policies and Procedures Manual.
- k) Discuss and consider approval of Resolution 2025-09, a resolution of the City of Forest Hill, Texas declaring certain City property surplus and authorizing the City Manager to sell, trade, donate, and/or dispose of it in accordance with the process established in the Code of Ordinances and State Law.
- l) Discuss and consider approval of Resolution 2025-10, a resolution of the City of Forest Hill, Texas authorizing and ratifying submission a letter of support by the City Manager on behalf of the City of Forest Hill to the City of Fort Worth for the "Altamesa Expansion" transportation project.
- m) Discuss and consider approval of Ordinance 2025-06, an ordinance of the City of Forest Hill, Texas amending the Code of Ordinances as amended, by repealing and replacing in its entirety Chapter 7 "Health and Sanitation", Article 02 "Emergency Medical Service".
- n) Discuss and consider approval of Resolution 2025-11, a resolution of the City of Forest Hill, Texas authorizing the City Manager to execute an Emergency Medical Services (EMS) Interlocal Agreement with the City of Fort Worth for emergency medical services.
- o) Discuss and consider action on excusing the absence of Councilman Jesus Rivas from the January 14, 2025 Council meeting.

9. Executive Session

- a) Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney to receive legal advice with regard to pending or contemplated litigation, to wit; Eminent Domain-Creeside Sanitary Sewer Easements.
- b) Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney to receive legal advice with regard to pending litigation, to wit: New Spirit of Prayer Ministries

vs. City of Forest Hill, Cause No. 017-348994-23 in the 17th Judicial District Court of Tarrant County, Texas.

- c) Pursuant to Texas Government Code Section 551.071, Consultation with the City Attorney to receive legal advice with regard to interpretation and enforcement of various provisions of the City Council Relations Policy and Code of Ethics.

10. Next Meeting

- a) March 4, 2025 at 6:00 p.m.

11. Adjournment

Right to Convene Into Executive Session:

*If during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Sections 551.071 – consultation with an attorney; 551.072 – deliberation regarding purchase, exchange, lease or value of real property; 551.073 – deliberation regarding a prospective gift; 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 – implementation of security personnel or devices; 551.087 – deliberation regarding economic development negotiation; 551.089 – deliberation regarding security devices or security audits; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session to take action, if necessary, on the items addressed in the Closed or Executive session.

Certificate

I, Amy L. Anderson, City Secretary, do hereby certify that a copy of the February 4, 2025 City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the [City's website](#), in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: 31 January 2025

TIME OF POSTING: 2:00 p.m.

Amy L. Anderson, TRMC, CMC
City Secretary

The Forest Hill City Hall and Council Chamber are wheelchair accessible. Access to the building and special parking is available at the Main Entrance at the north end of the building. Spanish language interpreters, deaf interpreters, Braille copies, or any other special needs will be provided to any person requesting a special service with at least 48 hours' notice. Please call the City Secretary's office at 817-568-3040.



Mayor and Council Communication Consent Agenda 6a

DATE: February 4, 2025

FROM: Amy L. Anderson, City Secretary

ITEM: Consider approval of the meeting minutes for the January 14, 2025 meeting.

BACKGROUND: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. January 14, 2025 meeting minutes

MOTION: Motion to approve under Consent Agenda



Stephanie Boardingham, Mayor
Keith R. Smith, Mayor Pro-Tem
Carlie Jones, Deputy Mayor Pro Tem
Anthony Cook, Place 2
Timey Boardingham, Place 3
Silas Robinson, Place 4
Jesus Rivas, Place 6

Venus Wehle, City Manager
Amy Anderson, City Secretary
Courtney Goodman-Morris, Asst. City Attorney

**MINUTES
REGULAR COUNCIL MEETING
January 14, 2025 - 6:00 P.M.**

The City Council of the City of Forest Hill met on the above date at 6:00 p.m., with Mayor Boardingham presiding. The following Council members and Officials were present: Carlie Jones, Anthony Cook, Timey Boardingham, Silas Robinson, Keith R. Smith, City Manager Venus Wehle, Asst. City Attorney Courtney Goodman-Morris, and City Secretary Amy Anderson.

Councilman Jesus Rivas was absent from the meeting.

1. Call to Order

With a quorum present, Mayor Boardingham called the meeting to order at 6:01 p.m.

Invocation – led by Mr. Melvin Lee with a moment of silence for those effected by the California fires and for former City of Forest Hill employee Robert Hernandez.

Pledge of Allegiance to the U.S Flag and the Texas Flag led by Mayor Boardingham

Oath of Office City Secretary Amy Anderson administered the Oath of Office to Police Officer Welzie Snodgrass.

2. Presentations, Proclamations, and Recognitions:

- a) Proclamation for Martin Luther King, Jr.
- b) Presentation by the YMCA.
- c) Presentation of a Citizen Commendation for Sherry Guy Anderson.

All presentations were presented in their entirety.

3. Citizen Testimony:

At this time, any person who desires to speak on any item posted on the agenda or any person with business before the City Council not scheduled on the agenda may speak to the City Council provided that a "Speaker's Request Form" has been completed and provided to the City Secretary no later than the posted start time of the City Council meeting. Speakers are limited to a maximum of three (3) minutes. The Council cannot respond to matters not listed on the agenda until scheduled at a future meeting. Please direct all comments to the full Council. Citizens are to refrain from personal attacks and the use of profane language.

None

4. Mayor and Council Reports:

- a) Report on the Mayor's Youth Advisory Council.
- b) Report on the Wichita Street Widening Groundbreaking ceremony held on December 13, 2024.
- c) Report on the Kids Health and Holiday Fest 2024 event held on December 14, 2024.
- d) Report on the retirement ceremony for Commissioner Roy C. Brooks held on December 29, 2024.
- e) Report on the Waffle House Grand Opening ceremony to be held on January 15, 2025.
- f) Report on the Black History Month 2025 event to be held on February 20, 2025.
- g) Report on Citizen Testimony from December 10, 2024 Kenneth William's statement regarding land contracts.

All reports were provided in their entirety.

5. Departmental Updates:

- a) Update on the S & P Global Ratings report.
- b) Report on office closure in observance of Martin Luther King, Jr. holiday.

All reports were provided in their entirety.

6. Consent Agenda:

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items unless a Council Member so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- a) Consider approval of the meeting minutes for the December 10, 2024 meeting.

Mayor Pro Tem Smith made a motion to approve Consent Agenda Item 6a.

Councilman Robinson seconded the motion.

Motion passed with the following vote:

6 Ayes Jones, Cook, T. Boardingham, Robinson, Smith, Boardingham
0 Nays
0 Abstain
1 Absent Rivas

7. Public Hearing: None

8. Deliberation Agenda:

- a) Discuss and consider action on authorizing the City Manager to research the cost and procedure for conducting a comprehensive employment classification, salary survey, and comparison plan study.

Councilman Robinson made a motion to authorizing the City Manager to research the cost and procedure for conducting a comprehensive employment classification, salary survey, and comparison plan study.

Councilman Cook seconded the motion.

With no further discussion, the motion passed with the following vote:

6 Ayes Jones, Cook, T. Boardingham, Robinson, Smith, Boardingham
0 Nays
0 Abstain
1 Absent Rivas

- b) Discuss and consider action on Resolution 2025-01, a resolution of the City of Forest Hill, Texas, approving a memorandum of understanding between the Forest Hill Police Department and the Everman Police Department regarding combining resources for a Police Explorer Program Post and authorizing the City Manager to execute said memorandum of understanding and all other necessary and related documents.

Mayor Pro Tem Smith made a motion to approve Resolution 2025-01, a resolution of the City of Forest Hill, Texas, approving a memorandum of understanding between the Forest Hill Police Department and the Everman Police Department regarding combining resources for a Police Explorer Program Post and authorizing the City Manager to execute said memorandum of understanding and all other necessary and related documents.

Deputy Mayor Pro Tem Jones seconded the motion.

Deputy Mayor Pro Tem Jones inquired on the current Forest Hill Explorer Program and the changes.

Chief Hernandez stated the Explorer Program is active and the memorandum of understanding is for the City of Everman to participate in the program.

With no further discussion, the motion passed with the following vote:

6 Ayes Jones, Cook, T. Boardingham, Robinson, Smith, Boardingham
0 Nays
0 Abstain
1 Absent Rivas

- c) Discuss and consider action on Resolution 2025-02, a resolution of the City of Forest Hill, Texas, establishing a designated mailing address, email address, and website for the receipt of public information requests, requiring the City Secretary to post notice of said official designations on the City's website.

Mayor Boardingham made a motion to approve Resolution 2025-02, a resolution of the City of Forest Hill, Texas, establishing a designated mailing address, email address, and website for the receipt of public information requests, requiring the City Secretary to post notice of said official designations on the City's website.

Councilman Boardingham seconded the motion.

City Secretary Amy Anderson explained the necessity to have an established designated mailing address, email address, and website for public information requests. The new software that will be used for public information requests starting in February 2025 will be more efficient, elevate compliance, mitigate risk, and ensure security.

With no further discussion, the motion passed with the following vote:

6 Ayes Jones, Cook, T. Boardingham, Robinson, Smith, Boardingham
0 Nays
0 Abstain
1 Absent Rivas

- d) Discuss and consider action on Resolution 2025-03, a resolution of the City of Forest Hill, Texas, amending the City Council Relations Policy and Code of Ethics, Section V “City Council Meeting Information” at its subsection B.4.a, to require digital agenda packets.

Mayor Pro Tem Smith made a motion to approve Resolution 2025-03, a resolution of the City of Forest Hill, Texas, amending the City Council Relations Policy and Code of Ethics, Section V “City Council Meeting Information” at its subsection B.4.a, to require digital agenda packets.

Councilman Cook seconded the motion.

Deputy Mayor Pro Tem Jones asked for clarification.

City Secretary Amy Anderson explained the new software and how the agendas/packets will be completed going forward. They will be digital and not in paper form. This will allow for more efficiency and to be paperless.

Deputy Mayor Pro Tem Jones asked Council to be mindful of those that are not tech savvy.

City Manager Venus Wehle stated Council can bring their laptops to City Hall and print a copy if necessary.

City Secretary Amy Anderson stated the agenda will be available on meeting nights in paper form for members of the public.

With no further discussion, the motion passed with the following vote:

5 Ayes Cook, T. Boardingham, Robinson, Smith, Boardingham
1 Nays Jones
0 Abstain
1 Absent Rivas

- e) Discuss and consider action on an appointment to the Parks, Recreation, and Clean City Commission for Place 7.

Mayor Boardingham made a motion to appoint Brian King to the Parks, Recreation, and Clean City Commission for Place 7.

Mayor Pro Tem Smith seconded the motion.

Mr. Brian King addressed Council on his desire to help the community.

With no further discussion, the motion passed with the following vote:

6 Ayes Jones, Cook, T. Boardingham, Robinson, Smith, Boardingham
0 Nays
0 Abstain
1 Absent Rivas

- f) Discuss and consider action on an appointment to the Planning and Zoning Commission for Place 4.

Mayor Boardingham made a motion to appoint Steven Frizzell to the Planning and Zoning Commission for Place 4.

Mayor Pro Tem Smith seconded the motion.

With no further discussion, the motion passed with the following vote:

6 Ayes Jones, Cook, T. Boardingham, Robinson, Smith, Boardingham

0 Nays

0 Abstain

1 Absent Rivas

9. Executive Session: None

10. Meeting: Next meeting will be on February 4, 2025

11. Adjournment:

Mayor Boardingham adjourned the meeting at 7:01 p.m.

ATTEST:

APPROVED:

Amy L. Anderson, TRMC, CMC
City Secretary

Stephanie Boardingham, Mayor



Mayor and Council Communication Consent Agenda 6b

DATE: February 4, 2025

FROM: Amy L. Anderson, City Secretary

ITEM: Consider approval of Ordinance 2025-01, an ordinance of the City of Forest Hill, Tarrant County, Texas authorizing and calling for the May 3, 2025 General Municipal Election for the purpose of electing persons to the offices of Mayor, Council members Place 4, 5, and 6; authorizing a joint election with other Tarrant County Political Subdivisions; authorizing a contract for election services with Tarrant County; and providing a runoff date.

BACKGROUND: Per the City of Forest Hill Home Rule Charter, Article X Elections, Section 10.01

The regular City Election shall be held annually on the uniform election date occurring in or about the month of May, at which time officers will be elected to fill those offices the terms of which expire that year or which have otherwise become vacant, as provided in Section [3.04](#) of this Charter. The City Council may, by resolution, order a special election, fix the date and place for holding same and provide all means for holding such special election. The special election shall be held on the uniform election date occurring in or about the month of May.

FISCAL IMPACT: TBD

LEGAL REVIEW: Reviewed by City Attorney as to form and legality.

ATTACHMENTS:

1. Ordinance 2025-01 Order of Election

MOTION: Motion to approve under Consent Agenda.

CITY OF FOREST HILL
ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF FOREST HILL, TEXAS AUTHORIZING AND CALLING FOR THE MAY 3, 2025 GENERAL MUNICIPAL ELECTION FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF MAYOR AND COUNCIL MEMBERS PLACES 4, 5, AND 6; AUTHORIZING A JOINT ELECTION WITH OTHER TARRANT COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY; PROVIDING A RUNOFF DATE; PROVIDING AN EFFECTIVE DATE.

Whereas, the General Election for City Council members of the City of Forest is required to be held on May 3, 2025, at which time the qualified voters will elect persons to fill the offices of City Council Mayor and Councilmembers Places 4, 5, and 6; and

Whereas, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Tarrant County, Texas; and

Whereas, the City Council of the City of Forest Hill finds it to be in the public interest to call the foregoing election and to enter into a contract with Tarrant County to conduct said election jointly with other Tarrant County governmental entities;

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

Section 1. A general municipal election is hereby ordered to be held to elect the officers of City Council Mayor and Councilmembers Places 4, 5, and 6 to serve until May of 2028 or until their successors are duly elected and qualified. Such election shall be held at the Forest Hill City Hall Council Chambers, 3219 California Parkway, Forest Hill, Texas on the 3rd day of May 2025 from 7:00 a.m. until 7:00 p.m.

Section 2. The election will be conducted jointly with other political subdivisions in Tarrant County on May 3, 2025, pursuant to Chapter 31 and 271, Texas Election Code and Joint Election Agreement and Election Services Contract by and between the City of Forest Hill, Tarrant County, and other political subdivisions (the "Joint Elections Agreement").

Section 3. Qualified persons may file as candidates by filing applications at the Office of the City Secretary from 8:00 a.m. until 5:00 p.m. beginning January 15, 2025 and through February 14, 2025.

Section 4. The election precinct and polling place of said election shall be as follows:

City Voting Precinct

Forest Hill City Hall Council Chambers
3219 California Parkway
Forest Hill, TX 76119

Election polls shall open on Election Day at 7:00 a.m. and close at 7:00 p.m.

Section 5. The following provisions apply to early voting:

A. Early Voting By Personal Appearance.

Early voting by personal appearance will be held jointly with other Tarrant County public entities at the Tarrant County Main Early Voting Sites beginning Monday April 22, 2025 and continuing through Tuesday, April 29, 2025 at the locations and times set forth below:

Main Early Voting Polling Sites

Tarrant County Elections Center
2700 Premier Street
Fort Worth, Texas 76111

Forest Hill City Hall Council Chambers
3219 California Parkway
Forest Hill, Texas 76119

Dates and Times for Early Voting by Personal Appearance

Early voting hours shall be:

Monday, April 22, 2025 through Friday, April 25, 2025; 8:00 a.m. – 5:00 p.m.
Saturday, April 26, 2025 from 7:00 a.m. – 7:00 p.m.
Sunday, April 27, 2025 from 10:00 a.m. – 4:00 p.m.
Monday, April 28, 2025 through Tuesday, April 29, 2025 from 7:00 a.m. – 7:00 p.m.

B. Early Voting by Mail:

The Tarrant County Elections Administrator (“Elections Administrator”) is hereby designated as the Early Voting Clerk for the General Election. Applications for early voting by mail may be delivered to the Elections Administrator at the following address:

Mailing Address:
Tarrant County Elections
P.O. Box 961011
Fort Worth, Texas 76161-0011

Express Courier Delivery:
Tarrant County Elections
2700 Premier Street
Fort Worth, Texas 76111-3011

Phone: 817-831-8683
Fax: 817-850-2344

Email: votebymail@tarrantcountytx.gov

Website: <https://www.tarrantcountytx.gov/en/elections/voting-by-mail.html>

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on: April 22, 2025 by 5:00 p.m.

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: April 22, 2025 by 5:00 p.m.

C. Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board established by Tarrant County under the terms of the Joint Elections Agreement and Section 87.001 of the Texas Election Code.

Section 6: Appointment of Election Judge and Alternate Election Judge: The Presiding Judge and Alternate Presiding Judge shall be appointed by Tarrant County as authorized by Chapter 271 of the Election Code.

Section 7: The election shall be held in accordance with the Constitution of the State of Texas and the Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 8. In the event no candidate for one of the offices to be elected in the foregoing election receives a majority of all votes cast for all candidates for such office, a runoff election shall be called for such office as provided for by the Charter of the City and the State Election Code.

Section 9. The City Manager is hereby authorized to negotiate and execute a contract for the joint election and election services with Tarrant County.

Section 10. The City Secretary is hereby authorized and directed to file, publish, and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with this election.

Section 11. This ordinance shall become effective immediately upon adoption by the City Council of the City of Forest Hill, Texas.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS THIS THE 4TH DAY OF FEBRUARY 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris
Asst. City Attorney



Mayor and Council Communication Consent Agenda 6c

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Consider approval of Resolution 2024-04, authorizing continued participation with the steering committee of cities served by ONCOR and authorizing the payment of eleven cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to ONCOR Electric Delivery Company, LLC.

BACKGROUND: The Steering Committee of Cities served by ONCOR has historically intervened in ONCOR rate proceedings and electric utility related rulemakings to protect the interests of municipalities (like Forest Hill) and electric customers residing within the municipal boundaries.

The ONCOR Steering Committee of Cities is a coalition representing 169-member communities served by ONCOR. The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. It has been in existence since the late 1980's and has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City of Forest Hill. For its work on behalf of the City, a per capita assessment has been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

The Resolution presented approves the assessment of an eleven cent (\$0.11) per capita fee to fund the activities of the Steering Committee. This fee is based on the City's population of 14,157 as shown in the TML Directory of City Officials; it also aligns with the population shown on the Census website. The total cost to the City of Forest Hill is \$1,557.27.

FISCAL IMPACT: \$1,557.27

LEGAL REVIEW: Reviewed by City Attorney as to form and legality.

ATTACHMENTS:

1. Resolution 2025-04 ONCOR Steering Committee
2. OCSC 2024 Year in Review

MOTION: Motion to approve under Consent Agenda.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-04

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Forest Hill is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility-related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee, which sets an annual budget and directs interventions before state and federal agencies, courts, and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee, at its December 2024 meeting, set a budget for 2025 that compels an assessment of eleven cents (\$0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Forest Hill and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004.

DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY A VOTE OF _____ AYES AND _____ NAYES AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris,
Asst. City Attorney

2024 OCSC Newsletter

Steering Committee of
Cities Served by
Oncor

2024 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2024 events and looks ahead to 2025.



ONCOR 2024 YEAR IN REVIEW

PUC Approves Oncor Resiliency Plan in 2024; OCSC Negotiates Improvements

A \$3 billion resiliency plan submitted by Oncor, the north Texas electric utility, received approval Nov. 14 by the Texas Public Utility Commission.

The plan, which includes pro-consumer modifications negotiated by OCSC and other intervenors, marks a first. Several other utilities have also submitted resiliency plans to the PUC as authorized by House Bill 2555, enacted by the Texas Legislature in 2023. The resiliency plans are intended to harden the grid against extreme weather events, wildfires, cybersecurity, and physical threats.

Oncor said its planned upgrades will reduce the impact of severe weather outages and address other physical and cybersecurity risks. Investments include those for overhead and underground lines, smart grid technologies, enhanced wildfire mitigation, additional vegetation management, improved physical security, and improved cybersecurity risk mitigation.

Oncor based its plan on two decades of weather and grid data. The improvements will “substantially reduce outage minutes,” Oncor CEO Allen Nye said in a statement.

However, because the plan was the first of its kind, it lacked some of the technical data common to some other rate filings. As such, OCSC, during settlement talks, focused on obtaining commitments from Oncor to improve its metrics so parties can better evaluate the plan’s success and have a baseline to judge the success of plans in the future.

Oncor’s current plan covers the three-year period from 2025 to 2027. The company will recover implementation costs through interim rate adjustment mechanisms, such as the Distribution Cost Recovery Factor. Details of the settlement agreement, which was reached after multiple meetings between Oncor, the OCSC, and other intervenors, can be found on the PUC website, under PUC Docket No. 56545.

The PUC's approval allows Oncor to begin implementing its resiliency measures and — as specified in House Bill 2555 — allows the utility to recover the costs associated with the improvements through rates applied to their customers' future electric bills.

PUC Adopts Ancillary Services Rules with OCSC Input

On Dec. 19, the Public Utility Commission adopted a new set of rules governing Ancillary Services, a key component of the ERCOT-managed energy market employed to help maintain system reliability.

The rules included considerations of recommendations forwarded by OCSC and other intervenors and were adopted as part of a study of the state's Ancillary Services posture mandated by Texas lawmakers in the aftermath of Winter Storm Uri. In approving the Ancillary Services Study in December, the PUC made two significant AS policy decisions as detailed below.

ERCOT Confirms—and Maintains—Recent “Conservative Operations”

During the AS study process, ERCOT confirmed a recent shift in its operational practices. Before Winter Storm Uri, ERCOT acquired AS quantities necessary to avoid load shed or blackout events. After Winter Storm Uri, ERCOT acquired greater quantities of AS so as also to avoid emergency “Watches.” OCSC and an allied municipal coalition, the Texas Coalition for Affordable Power, argued that this new conservative posture is unnecessary and inflates consumer costs and that ERCOT's AS new acquisition procedures are ambiguous and require supporting cost analysis.

However, the PUC directed ERCOT to continue conservative operations until ERCOT produces the cost analysis necessary to compare competing operating postures. ERCOT will now develop cost analysis related to various operating postures before 2027 when the Commission will update the AS Study. In 2027, cost analysis may compel ERCOT to adjust its operating

posture to a less conservative, more consumer-friendly, approach.

PUC Broadens the Scope of AS Objectives

The Commissioners, in its adopted AS Study, also directed ERCOT to develop the Dispatchable Reliability Reserve Service — that is, ERCOT's newest AS — in a manner that both promotes operational reliability and resource adequacy initiatives. Cities argued that resource adequacy initiatives are outside the scope of AS policy and could possibly inflate DRRS costs. Nonetheless, in large part due to ongoing resource adequacy concerns, the PUC directed ERCOT to develop DRRS in a manner that preserves “optionality”— i.e., the ability to deploy DRRS for operational reliability *and* resource adequacy. ERCOT stakeholders, including Cities, will now determine to what extent DRRS should serve as a resource adequacy initiative.

The rulemaking comes in response to Senate Bill 3 from 2021, under which the PUC, ERCOT, and ERCOT's Independent Market Monitor (IMM) were charged with conducting a top-to-bottom examination of Ancillary Services in the ERCOT region. This examination includes the type, volume, and cost of ancillary services, whether those services continue to meet the needs of the ERCOT region, and whether additional services are needed for reliability, with an emphasis on dispatchable generation.

More information about this rulemaking can be found on the PUC website, under Project No. 55845, *Review of Ancillary Services in ERCOT*. More information about Ancillary Services can be found in the OCSC ERCOT glossary, found online on the OCSC website.



Oncor Receives Approval for Multiple DCRF Increases

On Oct. 24, the PUC adopted another Oncor Distribution Cost Recovery Factor rate increase —the fourth since June 2023 — bringing the total increases over that period to more than \$377 million.

Under the newest increase, the per-customer DCRF charge will increase from .003472 per kilowatt hour approved in its most recent DCRF case to .004553. This new charge amounts to more than \$71 per year for a typical customer consuming 1,300 kWh of power per month.

The repeated rate hikes are a result of state laws adopted in 2011 and 2023 that created and then modified the DCRF ratemaking process. Under it, transmission and distribution utilities can file for rate increases at the Public Utility Commission to recover capital expenditures on their distribution systems in an expedited fashion.

Texas lawmakers initially adopted Senate Bill 1693 in 2011 that laid out initial DCRF guidelines and included rules barring utilities from filing more than one DCRF per year. Then, in 2023, the Texas Legislature adopted Senate Bill 1015 that allowed electric utilities to seek DCRF rates hike twice annually.

However, Oncor has taken advantage of an otherwise trivial semantic distinction— that is, the difference in meaning between “calendar year” and “every 12 months” — to file a total of four rate cases within 14 months. That is, the company filed two rate cases during the 2023 calendar year and two during the 2024 calendar year, making for a total of four rate hikes since the law took effect in June 2023.

Under DCRF rules, the PUC reviews the rate requests in an accelerated fashion, and interested parties, such as the Steering Committee of Cities Served by Oncor, can intervene in those reviews.

Details of Oncor’s four recent rate filings include:

Docket No. 55190

- Application filed on June 29, 2023.
- Distribution revenue requirement increase requested by utility: \$152,777,465.
- Distribution revenue requirement increase granted: \$152,508,937 (\$268,528 decrease from request).

Docket No. 55525

- Application filed on September 15, 2023.
- Distribution revenue requirement increase requested by utility: \$56,536,428.
- Distribution revenue requirement increase granted: \$53,536,428 (\$3 million decrease from request).

Docket No. 56306

- Application filed on March 1, 2024.
- Distribution revenue requirement increase requested by utility: \$81,323,815.
- Distribution revenue requirement increase granted: \$81,323,815.

Docket No. 56963

- Application filed on August 16, 2024.
- Distribution revenue requirement increase requested by utility: \$90,288,143.
- Distribution revenue requirement increase granted: \$90,288,143.



Find out more about ERCOT, the non-profit corporation that oversees the state’s electric power grid, in the glossary and primer from the Steering Committee of Cities Served by Oncor. The 18-page document includes definitions of key ERCOT terms, plus information about the organization’s history, structure and board structure. You can find the publication, “Coming to Terms with ERCOT,” in PDF form on the OCSC Report page at this [link](#).

OCSC Advocates for Consumers in 2024 Securitization Proceeding

Although facing years of Winter Storm Uri-related debt, residential and commercial customers should end up shouldering a smaller portion of it thanks in part to regulatory recommendations made by cities.

Adopted Aug. 29 by the Public Utility Commission as part of a broader set of debt-financing rules, the recommendations should result in indirect benefits for residential and commercial customers. At the same time, certain industrial energy users could end up paying comparatively more.

The Background

In 2021, the Texas Legislature funded several debt-financing programs to soften the short-term pain of spiraling gas and electric energy costs during Winter Storm Uri. Known as “securitized” financing or “securitization,” the programs allow for large fiscal obligations to be retired over time with interest.

As has been widely reported, wholesale prices exceeded a regulatory threshold during Winter Storm Uri because of emergency orders issued by the PUC. One such securitization program is designed to address \$2.1 billion in excess market costs associated with those controversial regulatory decisions. The securitization program would provide short-term relief for retail electric providers and other “Load Serving Entities” (such as electric cooperatives and municipal utilities) affected by those high prices, with the cost of that relief generally borne by market participants.

One of the recommendations from the OCSC adopted by the PUC would increase the relative share of that burden borne by certain industrial customers. This, in turn, would indirectly lessen the burden on retail electric

providers and other LSEs that serve residential and small commercial users.

The Details

In more specific terms, ERCOT, under the program will assess securitization charges to each Load Serving Entity in accordance with their actual, real-time energy usage. However, transmission voltage customers — that is, certain large industrial users — have the option to “opt-out” of the program. Those that do so wouldn’t be eligible to benefit from payments under it nor would they have to make payments to support it.

Under the Aug. 29 PUC ruling, transmission-voltage customers who have had a transfer in ownership will lose the ability to opt-out. All else equal, this should benefit other load serving entities. The OCSC and PUC staff recommended this regulatory interpretation.

Regulatory History

PUC staff earlier filed a petition seeking a declaratory order that transmission-voltage customers, after a transfer in ownership, lose their securitization opt-out status. OCSC also took that position in agency proceedings, arguing that that interpretation was consistent with legislative directives while simultaneously avoiding a disproportionate assessment of securitization charges to residential ratepayers.

Texas Industrial Energy Consumers, a coalition including transmission voltage customers, argued otherwise. Because many transmission voltage customers are owned by the same parent company, TIEC’s interpretation would have almost certainly reduced cost savings for non-industrial customers.

Oncor Loses Appeal in Rate Case

On February 22, a District Court Judge denied “with prejudice” an Oncor legal objection relating to a 2022 rate case, a legal action representing the final determination in the case.

The History and Background

Oncor’s 2022 rate case resulted in a June 2023 PUC Order on Rehearing that set a 6.65 percent rate of return and ordered a reduction to Oncor’s revenues. In September 2023, Oncor filed a petition in District Court in Travis County appealing the PUC’s June Order on Rehearing.

In November 2023, the PUC, represented by attorneys with the Texas Attorney General, filed a “Plea to the Jurisdiction” arguing that Oncor failed to meet the requirements for an administrative appeal. On February 22, 2024, a District Court Judge granted the PUC’s Plea to the Jurisdiction. Oncor’s petition for review of the PUC’s decision was denied with prejudice, meaning this is the final determination in the case and Oncor cannot re-file its appeal.

Oncor Reports Increased Revenues in 2024, Anticipates More Spending Going Forward

Oncor reported year-to-date earnings of \$800 million, as compared to the \$683 million during last year's corresponding nine-month period, according to information released to investors on Nov. 6.

The \$117 million increase was driven by overall higher revenues primarily attributable to updated interim rates and new base rates implemented in May 2023, according to the company.

As of September 30, Oncor had 884 active generation and LC&I transmission points of interconnection requests in queue. Generation customers represented 505 of the active requests, of which 44 percent are solar, 44 percent are storage, 7 percent are wind, 4 percent are gas and 1 percent are other.

Oncor also expects to announce a new five-year

capital expenditure plan for 2025 through 2029 during the first quarter of 2025 that will project a 40-50 percent increase over its previously announced 2024 through 2028 capital plan of \$24.2 billion. The increase is largely driven by the forecasted growth of customer demand within ERCOT, according to Oncor.

About Oncor

Headquartered in Dallas, Oncor Electric Delivery Company operates the largest transmission and distribution system in Texas. The company delivers electricity to more than 4 million homes and businesses and operates more than 143,000 circuit miles of transmission and distribution lines. While Oncor is owned by two investors (indirect majority owner, Sempra, and minority owner, Texas Transmission Investment LLC), it is managed by a separate board of directors.

Arlington City Attorney Molly Shortall Named OCSC Chair



Molly Shortall

OCSC welcomed a new chair in 2024, Arlington City Attorney Molly Shortall. Prior to being named City Attorney in 2022, Ms. Shortall was an assistant city attorney for 15 years. Ms. Shortall has been a licensed attorney since 2006. Congratulations Ms. Shortall!

Ms. Shortall replaced Paige Mims, City Attorney for the City of Plano, who stepped down as OCSC chair at the end of 2023 after serving nine years in the position. Ms. Mims has been a tireless advocate for the organization, and OCSC thanks her for her years of leadership.



Paige Mims

2025 OCSC Meetings
March 6
June 12 (virtual only)
September 11
December 11 (virtual only)

OCSC Officers
Chair—Molly Shortall
Vice Chair—Don Knight
Secretary—Lupe Orozco
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

OCSC Master List of Members (169 Total)

1. Addison	57. Forest Hill	112.New Chapel Hill	167.Wilmer
2. Allen	58. Forney	113.North Richland Hills	168.Woodway
3. Alvarado	59. Fort Worth		169.Wylie
4. Andrews	60. Frisco	114. Northlake	
5. Anna	61. Frost	115.Oak Leaf	
6. Archer	62. Gainesville	116.Oak Point	
7. Argyle	63. Garland	117.Odessa	
8. Arlington	64. Garrett	118.O'Donnell	
9. Azle	65. Glenn Heights	119.Ovilla	
10. Bedford	66. Grand Prairie	120.Palestine	
11. Bellmead	67. Granger	121.Pantego	
12. Belton	68. Grapevine	122.Paris	
13. Benbrook	69. Gunter	123.Parker	
14. Beverly Hills	70. Haltom	124.Plano	
15. Big Spring	71. Harker Heights	125.Pottsboro	
16. Breckenridge	72. Haslet	126.Prosper	
17. Bridgeport	73. Henrietta	127.Ranger	
18. Brownwood	74. Hewitt	128.Red Oak	
19. Buffalo	75. Highland Park	129.Rhome	
20. Burkburnett	76. Honey Grove	130.Richardson	
21. Burleson	77. Howe	131.Richland Hills	
22. Caddo Mills	78. Hudson Oaks	132.River Oaks	
23. Cameron	79. Hurst	133.Roanoke	
24. Canton	80. Hutchins	134.Robinson	
25. Carrollton	81. Hutto	135.Rockwall	
26. Cedar Hill	82. Iowa Park	136.Rosser	
27. Celina	83. Irving	137.Rowlett	
28. Centerville	84. Jolly	138.Royse	
29. Cleburne	85. Josephine	139.Sachse	
30. Coahoma	86. Justin	140.Saginaw	
31. Colleyville	87. Kaufman	141.Sansom Park	
32. Collinsville	88. Keene	142.Seagoville	
33. Colorado	89. Keller	143.Seymour	
34. Comanche	90. Kemp	144.Sherman	
35. Commerce	91. Kennedale	145.Snyder	
36. Coppell	92. Kerens	146.Southlake	
37. Copperas Cove	93. Killeen	147.Springtown	
38. Corinth	94. Krum	148.Stephenville	
39. Cross Roads	95. Lake Worth	149.Sulphur Springs	
40. Crowley	96. Lakeside	150.Sunnyvale	
41. Dallas	97. Lamesa	151.Sweetwater	
42. Dalworthington Gardens	98. Lancaster	152.Temple	
43. De Leon	99. Lavon	153.Terrell	
44. Denison	100.Lewisville	154.The Colony	
45. DeSoto	101.Lindale	155.Trophy Club	
46. Duncanville	102.Lindsay	156.Tyler	
47. Early	103.Little River	157.University Park	
48. Eastland	Academy	158.Venus	
49. Edgecliff Village	104.Malakoff	159.Waco	
50. Ennis	105.Mansfield	160.Watauga	
51. Euless	106.McKinney	161.Waxahachie	
52. Everman	107.Mesquite	162.Westover Hills	
53. Fairview	108.Midland	163.Westworth Village	
54. Farmers Branch	109.Midlothian	164.White Settlement	
55. Fate	110.Murchison	165.Wichita Falls	
56. Flower Mound	111.Murphy	166.Willow Park	

Mayor and Council Communication Consent Agenda 6d

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Consider approval of Resolution 2025-05, a resolution authorizing continued participation with the ATMOS Cities Steering Committee; and authorizing the payment of five cents per capita to the ATMOS Steering Committee to fund regulatory and related activities related to ATMOS Energy Corporation.

BACKGROUND: ATMOS Cities Steering Committee (ACSC) protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. They currently work with 186 member cities.

In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. The Resolution presented approves the assessment of a five-cent (\$0.05) per capita fee to fund the activities of the Steering Committee. This is the same amount as was adopted for 2019 through 2024. This fee is based on the City's population of 14,157 as shown on the Census website. The total cost to the City will be \$707.85.

FISCAL IMPACT: \$707.85

LEGAL REVIEW: Reviewed by City Attorney as to form and legality.

ATTACHMENTS:

1. Resolution 2025-05 ATMOS Steering Committee
2. ACSC 2024 Year in Review

MOTION: Motion to approve under Consent Agenda.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-05

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.

WHEREAS, the City of Forest Hill is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility-related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities, which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Forest Hill and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2024 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*, C/O City of Arlington” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
Mail Stop 63-0300
P.O. Box 90231
Arlington, Texas 76004

**DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY
A VOTE OF _____ AYES AND _____ NAYES AT A REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS.**

.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

**Amy L. Anderson, TRMC, CMC
City Secretary**

**Courtney Goodman-Morris,
Asst. City Attorney**

2024 ACSC Newsletter



2024 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2024 that impacted ACSC and what's on the horizon next year.

ACSC Thanks Outgoing President Jennifer Richie

The Atmos Cities Steering Committee offered its sincere thanks in 2024 to Jennifer Richie, who resigned her post as City Attorney for the City of Waco. With her Aug. 12 departure, Ms. Richie also left her post as head of ACSC, a position she has held with distinction since 2014.

Thomas Brocato, general counsel for ACSC, praised Ms. Richie for her leadership. "Jennifer is the consummate professional and a great friend. It has been my pleasure partnering with her over the years."

Waco Mayor Jim Holmes also expressed his thanks. "We are appreciative of Jennifer's contributions to our city — her expertise and dedication have been vital in navigating the complex landscape of municipal governance," he said.

Richie, who received her law degree in 1998 from the Paul M. Hebert Law Center at Louisiana State University, said she is leaving her post to pursue other opportunities. She praised the City of Waco's legal team and said "it has been a true joy" working with her colleagues during a period of unprecedented growth for the city. "I have been so lucky to lead a legal team made up of smart, talented, and diligent professionals," she said. "I am confident that this team will continue to excel and support Waco's growth and development."

On December 17, 2014, ACSC held a quarterly meeting at the Arlington Convention Center during which Ms. Richie was elected as president to replace Jay Doegey, who had retired from the City of Arlington.

With Ms. Richie's departure, the ACSC officers for 2025 are Chair Meg Jakubik, Treasurer David Johnson, and Secretary Lupe Orozco. The vice chair position remains open.



From left: Lloyd Gosselink attorney Jamie Mauldin, outgoing ACSC Chair Jennifer Ritchie, and Lloyd Gosselink attorney Thomas Brocato

ACSC Welcomed New Members in 2024

The Atmos Cities Steering Committee welcomed two new members in 2024 — the town of Bartonville and the city of Llano. Bartonville and Llano became ACSC's 185th and 186th members respectively.

Town of Bartonville. Located eight miles south of Denton in south central Denton County, Bartonville was settled in 1878, and by 1890 had twenty-five residents, a general store, a gristmill, and cotton gin — all owned by the family of the town's namesake, T. Bent Barton. The present town of Bartonville, which incorporated in 1973, continues to grow as part of the general development of the area north of the Dallas / Fort Worth International Airport.

City of Llano. The county seat of Llano County, this Central Texas municipality was founded in 1855 as a frontier trading hub. Various 19th century buildings remain standing in the city's historic downtown area — including the charming Llano County courthouse, which was completed in 1893; and the grey granite building known as the Red Top Jail, built in 1895.

Welcome aboard Bartonville and Llano!

2024 Rate Case Round-Up

Atmos West Texas Seeks \$66.1 Million Hike; ACSC Intervenes for Consumers

Atmos Energy has filed paperwork seeking to increase system-wide base rates in its West Texas Division by approximately \$66.1 million. If approved, annual revenues received from the incorporated areas of that division would increase by approximately \$26.9 million, which equates to 32.27 percent, excluding gas costs. Average monthly residential bills also would go up by about \$16.66, or 10 percent, according to the company's Oct. 25 filing. The company seeks a rate of return of 8.21 percent.

In addition to establishing new rates, the company seeks in its filing to establish a new "System Safety and Integrity Rider" through which it could recover expenses for inspection activities, incremental leak surveying, pipeline integrity testing, and other associated costs. Atmos likewise seeks to obtain approval to recover cloud computing costs through the interim Gas Reliability Infrastructure Program, and it seeks approval to increase limits on recoverable meals and lodging expenditures.

ACSC has intervened in the matter. The case number is 00018879.

Atmos Rev Rider Filing

On Oct. 15, the Texas Railroad Commission ordered a \$38,875,709 reduction in Atmos Pipeline Texas rates, the result of a utility filing earlier in the year through the Rider Revenue Adjustment process.

Under the new Rev Rider Adjustment, the city gate capacity charge decreased by \$.100616, bringing the new charge to \$20.30379. Measured in million British thermal

units of maximum gas quantity flowing over the pipeline system, the charge gets allocated in an indirect fashion to residential customers. According to ACSC calculations, typical bills would decrease by approximately \$1.20 per month as a result.

The effective date was Nov. 1, 2024. More information can be found at the Railroad Commission website, under Case No. 00018176.

Rate Review Mechanism and GRIP

Atmos has a statutory right to an annual rate increase associated with recovery of capital investment made in the preceding 12 months. The statutory right to recovery of capital costs is pursuant to a process referred to as Gas Reliability Infrastructure Program (also known as "GRIP," see below). However, ACSC has always objected to GRIP as piecemeal ratemaking because it does not evaluate rising revenues or declining expenses that may offset the need for a rate increase associated with increased capital investment.

Additionally, cities are not entitled to challenge any portion of a GRIP filing as unreasonable. In response, ACSC negotiated a Rate Review Mechanism ("RRM") with Atmos as a substitute for GRIP. The RRM has no existence in statutes and exists only pursuant to city ordinances.

Environs (areas outside municipal limits) are subject to GRIP, and some non-ACSC member cities have chosen to remain under GRIP. ACSC current rates are lower than GRIP rates, and research has shown that consumer outcomes under the RRM process are generally better than under GRIP.

Atmos RRM Filings

Mid-Tex RRM. On April 1, Atmos Energy filed its annual Rate Revenue Mechanism rate case for the RRM cities of its Mid-Tex Division. The company initially sought a \$196.8 million annual revenue increase on a system-wide basis. The initial request was reduced to \$182.5 million due to limitations in the RRM tariff. ACSC consultants conducted a review of the filing and prepared a report identifying other potential decreases totaling \$32.9 million. The company subsequently agreed to settle for a \$164.7 million increase, or a reduction of \$32.1 million from its initial request.

West Texas RRM. On April 1, Atmos filed its annual RRM request for its West Texas service territory. As filed, the request would have resulted in a \$6.7 million revenue increase for affected customers. The initial request for the utility's West Texas Division was subsequently reduced to \$5.8 million due to limitations in the RRM tariff. Consultants for the Cities Served by Atmos West Texas conducted a review of the filing and prepared a report identifying more potential decreases totaling \$2.7 million. The company subsequently agreed to settle for a \$4.3 million increase, or a reduction of \$2.4 million from its initial request.

Atmos GRIP Filings

Mid-Tex. On May 14, the Texas Railroad Commission approved an interim \$173.4 million increase for the environs in the Atmos Mid-Tex region, of which \$8,529,031 is recoverable from the 97,217 customers subject to the order.

Atmos made the rate request on February 23 under the state's GRIP statute. The residential charge set in the last

environs base rate case in 2018 was \$17.05. Since then, six consecutive GRIP cases have added \$29.06 to the customer charge (including \$6.73 in the current filing). With the new Railroad Commission action, the residential customer charge in the environs will be \$46.11, or more than 170 percent of the charge set in the last rate case. More information in Case No. 00016391.

Atmos West Texas. On May 14, the Texas Railroad Commission approved a \$16.8 million increase for the Atmos West Texas region, of which \$1,379,450 is recoverable from 25,257 customers subject to the order. Atmos made the rate request on February 23 under the state's GRIP statute. The residential charge set in the last base rate case was \$16.10. Since then, six consecutive GRIP cases have added \$19.01 to the environs customer charge (including \$3.62 in the current filing), more than doubling the charge set in the 2018 rate case. With the new Railroad Commission action, the residential customer charge now becomes \$35.11. Find more information in Case No. 00016393.

Atmos Pipeline. On May 14, the Texas Railroad Commission approved an \$82,440,179 million increase for Atmos Pipeline Texas. The company requested the increase on February 27. The increase represents the first such GRIP adjustment for Atmos Pipeline Texas since the last base rate case (Case No. 00013758) in 2023. The adjustment adds \$2.12 to the Atmos Pipeline capacity charge, bringing the total to \$20.35. (The capacity charge is measured in million British thermal units of MDQ, where MDQ is defined as the maximum daily quantity of gas over the pipeline system). Find more information in Case No. 00016396.

RRC Chair Craddick Elected to Third Term

Railroad Commission Chair Christi Craddick has won reelection for her third term to the powerful energy-related regulatory agency.

In addition to regulating the Texas oil and gas industries, the Railroad Commission oversees gas utility regulatory matters. The GCCC intervenes in gas utility rate cases at the Railroad Commission.

As a top campaign issue, Craddick pointed to the growth of the Texas oil and gas industries during her tenure. She also criticized federal regulations intended to reduce emissions and fight climate change but that she said would damage the fossil fuel industries.

Each of Craddick's opponents — Democrat Katherine Culbert, Libertarian Hawk Dunlap, and Green Party Candidate Eddie Espinoza — called for reform, arguing that the fossil fuel industry exerts too much control over the Railroad Commission.

Because the Texas Railroad Commission regulates the economically and politically powerful Texas fossil fuel industry, a seat there has been called one of the nation's most important elected offices relating to energy.

However, the agency has no authority over Railroads, and members of the public often report confusion about the agency’s mission.

The elected officials who sit on the three-member commission serve six-year terms and run in staggered elections. As such, one commission is always up for re-election every two years.

All Railroad commissioners have been Republicans since the mid-1990s.

RRC Approves Gas Conservation Program Rules

New regulations to implement House Bill 2263, state legislation that authorized gas utilities to create ratepayer-supported energy conservation programs, received final approval in 2024.

HB 2263 specifies that local gas distribution companies such as Atmos in the Dallas-Fort Worth area and CenterPoint in Houston can offer energy conservation programs to their residential and commercial customers. The legislation also sets forth rules for cost recovery by utilities.

The Texas Railroad Commission adopted the final rules on March 20 after a public comment period and input from various stakeholders, including the Atmos Cities Steering Committee. As adopted, the rules establish a new section in state law, 16 Texas Administrative Code §7.480, that specifically addresses the implementation of Energy Conservation Programs by gas utilities.

The Details

- The new rules create a cost cap for energy conservation programs, such that the maximum rate for them may not exceed a volumetric charge of \$0.20 per Mcf for residential and commercial customers. The rate increase due to an ECP charge would be no more than approximately 1.2 percent of the 2023 average cost of residential gas service in Texas according to the U.S. Energy Information Administration. Various stakeholder groups supported this change.
- The final adopted rules did not include a cost-effectiveness standard for the conservation programs, although commission staff indicated that they may revisit the issue after the program is up and running. ASCC and other stakeholder groups recommended the inclusion of such a standard.
- The rules did not include a contested case prudence review of costs, as recommended by consumer and city groups, including the ACSC.
- The rule included a 120-day deadline in which commission staff must complete its administrative review of an ECP application. This deadline was suggested by ACSC.
- ACSC asked that the Commission allow program modifications more frequently than once every three years. The Commission pointed to its limited staff resources and said that once every year would not be manageable. However, it agreed with ACSC that once every three years is too infrequent, so the Commission included a provision in the final rule to allow new program applications every other year.
- The final rule contemplates an annual review of the ECP rate to ensure rates match ECP costs, as suggested by ACSC. Staff will instruct the local distribution company to adjust its ECP rate for the next program year if the rate needs to be adjusted.

2025 ACSC Meetings
March 6
June 12 — Virtual
September 11
December 11 — Virtual

2025 Officers
Chair—Meg Jakubik (Bedford)
Vice Chair—Open
Secretary—Lupe Orozco (Keller)
Treasurer—David Johnson (Arlington)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

Atmos Reports Fiscal Year Earnings for 2024

Atmos Energy made \$2.9 billion in capital expenditures during the fiscal year ending Sept. 30 — an increase from the \$2.8 billion in capital expenditures it made during the prior fiscal year.

The company also expects to make another \$3.7 billion in capital expenditures during the 2025 fiscal year.

Those top-line capital expenditure numbers were among the highlights of a conference call conducted by Atmos executives on Nov. 7. Atmos Energy also released additional regulatory information to investment analysts on the call.

Fiscal Year Data

- Atmos reports that about \$1.3 billion in 2024 capital spending — or 83 percent of this year's \$2.9 billion total — was used to repair and replace transmission and distribution pipelines.
- Atmos reported \$854.5 million in distribution income and \$500.9 million in pipeline income during the 2024 fiscal year. That compares to \$692.6 million in distribution income and \$364.5 million in 2023 pipeline income during the prior fiscal year.
- Some of the key income drivers in 2024 were a \$219.2 million net increase from distribution rate adjustments and \$68.4 million from pipeline rate adjustments.

RRC Makes Big Legislative Ask for IT Funding

The Railroad Commission would receive tens of millions of dollars in additional funding for new hardware, software, and information technology-related capital projects, under a budgeting request issued by the agency in advance of the 89th Texas Legislature.

In all, the commission has requested \$466,560,272 in biennial funding, with revenues from fees and surcharges covering 34.9 percent of its request and tax-supported General Revenue sources comprising 41.2 percent. The federal government will provide 23.3 percent.

But the “last big ask” in its Legislative Appropriations Request is for IT, according to Railroad Commission chairwoman Christi Craddick. “We have to work to get more data,” she said, according to media reports.

Some details:

Microfilm Digitization — \$907,496

The agency endeavors to make all oil and gas records available digitally online for use by the public. However, records held at the district offices won't be completely digitized until the end of the 2025 fiscal year. The agency requests \$907,496 to complete this project.

Oversight and Safety Regulatory Filing Systems — \$6,288,068

The Railroad Commission collects multiple reports with large amounts of data from natural gas utilities

related to the sale of natural gas. The Commission uses this data to audit utility companies and ensure the accuracy of collected Natural Gas Utility Taxes. As such, the agency requests \$6,288,068 to create a new online filing system to make reporting easier for utility companies and an Alternative Fuels Online System to streamline the permitting process for operators.

Data Center Services Adjustment — \$7,700,000

The agency seeks an additional \$7,700,000 to fund Data Center Services (DCS) for the biennium. The agency says the extra funding is needed because its DCS costs are estimated to increase by 50.5 percent beyond the 2024-2025 appropriated amount.

Capital Budget— \$40,844,771

The agency seeks capital spending authority totaling \$40,844,771 for four capital projects: \$21,475,647 for mainframe modernization; \$15,280,374 for Data Center Services capital expenditures; \$3,000,000 for Inspection and Enforcement Tracking and Reporting System upgrades; and \$1,088,750 for new personal computers.

In addition, the agency notes that funding from the 2021 Infrastructure and Investment Jobs Act supports or is anticipated to support several programs including well plugging and site remediation activities, the Commission's Brownfields program, and a program providing for the remediation of pre-1977 mining sites in Texas.

ACSC Master List of Members (186 Total)

- | | | |
|----------------------------|---------------------------|---------------------------|
| 1. Abilene | 63. Fairview | 125. Nocona |
| 2. Addison | 64. Farmers Branch | 126. North Richland Hills |
| 3. Albany | 65. Farmersville | 127. Northlake |
| 4. Allen | 66. Fate | 128. Oak Leaf |
| 5. Alvarado | 67. Flower Mound | 129. Ovilla |
| 6. Angus | 68. Forest Hill | 130. Palestine |
| 7. Anna | 69. Forney | 131. Pantego |
| 8. Archer City | 70. Fort Worth | 132. Paris |
| 9. Argyle | 71. Frisco | 133. Parker |
| 10. Arlington | 72. Frost | 134. Pecan Hill |
| 11. Aubrey | 73. Gainesville | 135. Petrolia |
| 12. Azle | 74. Garland | 136. Plano |
| 13. Bartonville | 75. Garrett | 137. Ponder |
| 14. Bedford | 76. Georgetown | 138. Pottsboro |
| 15. Bellmead | 77. Glenn Heights | 139. Prosper |
| 16. Belton | 78. Grand Prairie | 140. Quitman |
| 17. Benbrook | 79. Grapevine | 141. Red Oak |
| 18. Beverly Hills | 80. Groesbeck | 142. Reno (Parker County) |
| 19. Blossom | 81. Gunter | 143. Rhome |
| 20. Blue Ridge | 82. Haltom City | 144. Richardson |
| 21. Bowie | 83. Harker Heights | 145. Richland |
| 22. Boyd | 84. Haskell | 146. Richland Hills |
| 23. Bridgeport | 85. Haslet | 147. River Oaks |
| 24. Brownwood | 86. Hewitt | 148. Roanoke |
| 25. Bryan | 87. Highland Park | 149. Robinson |
| 26. Buffalo | 88. Highland Village | 150. Rockwall |
| 27. Burkburnett | 89. Honey Grove | 151. Roscoe |
| 28. Burleson | 90. Hurst | 152. Rowlett |
| 29. Caddo Mills | 91. Hutchison | 153. Royse City |
| 30. Canton | 92. Hutto | 154. Sachse |
| 31. Carrollton | 93. Iowa Park | 155. Saginaw |
| 32. Cedar Hill | 94. Irving | 156. Sansom Park |
| 33. Celeste | 95. Justin | 157. Seagoville |
| 34. Celina | 96. Kaufman | 158. Seymour |
| 35. Centerville | 97. Keene | 159. Sherman |
| 36. Cisco | 98. Keller | 160. Snyder |
| 37. Clarksville | 99. Kemp | 161. Southlake |
| 38. Cleburne | 100. Kennedale | 162. Springtown |
| 39. Clyde | 101. Kerens | 163. Stamford |
| 40. College Station | 102. Kerrville | 164. Stephenville |
| 41. Colleyville | 103. Killeen | 165. Sulphur Springs |
| 42. Colorado City | 104. Krum | 166. Sweetwater |
| 43. Comanche | 105. Lakeside | 167. Temple |
| 44. Coolidge | 106. Lake Dallas | 168. Terrell |
| 45. Coppell | 107. Lake Worth | 169. The Colony |
| 46. Corinth | 108. Lancaster | 170. Trophy Club |
| 47. Crandall | 109. Lavon | 171. Tyler |
| 48. Cross Roads | 110. Lewisville | 172. University Park |
| 49. Crowley | 111. Little Elm | 173. Venus |
| 50. Dalworthington Gardens | 112. Little River Academy | 174. Vernon |
| 51. Denison | 113. Llano | 175. Waco |
| 52. Denton | 114. Lorena | 176. Watauga |
| 53. DeSoto | 115. Madisonville | 177. Waxahachie |
| 54. Draper | 116. Malakoff | 178. Westlake |
| 55. Duncanville | 117. Mansfield | 179. Westover Hills |
| 56. Early | 118. McKinney | 180. Westworth Village |
| 57. Eastland | 119. Melissa | 181. Whitesboro |
| 58. Edgecliff Village | 120. Mesquite | 182. White Settlement |
| 59. Emory | 121. Midlothian | 183. Wichita Falls |
| 60. Ennis | 122. Murphy | 184. Wilmer |
| 61. Euless | 123. Newark | 185. Woodway |
| 62. Everman | 124. New Fairview | 186. Wylie |

Mayor and Council Communication Public Hearing and Deliberation 7a

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: **Case #PZ 2025-01 Public Hearing**

To receive citizen's comments regarding a Specific Use Permit to allow for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill, LLC.

Case #PZ 2025-01 Deliberation

Discuss and consider action on Ordinance 2025-02, regarding a Specific Use Permit allowing for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill, LLC.

BACKGROUND: The applicant, Mr. Akash Patel, owner of the Woodspring Suites hotel, is requesting permission to operate an "Extended Stay Hotel" located at 4101 E. California Parkway in Forest Hill. The current zoning of the property is LI – Light Industrial.

The suggested stipulations for the Specific Use Permit (SUP) are:

1. The SUP shall be specific to the owner/applicant and may not be transferred to another person, entity, or location without the approval of the City Council of the City of Forest Hill, Texas.
2. Property must be platted.
3. Annual inspection of the building and all rooms required by the City of Forest Hill Building Official.
4. At the request of the City, all official booking documents relative to hotel tax revenue collection may be reviewed by authorized City officials.
5. All repairs to building must be properly permitted. This includes but is not limited to the elevator, plumbing, electrical, mechanical, HVAC, sprinklers, and any other work that may require repair.
6. Exterior of building must be maintained in an aesthetically pleasing manner and not fall into a state of disrepair.
7. Signage to maintained and operable at all times.
8. Parking lot and all improved surfaces must be maintained in an aesthetically pleasing manner and not fall into a state of disrepair.
9. No 18-wheeler parking on premises unless with valid room rental documentation.

10. No off-premise parking of vehicles, including trucks allowed at any time.
11. The building and all rooms including office and storage spaces cannot be used as an apartment or living quarters.
12. No on-site owner or manager apartment or living quarters allowed.
13. Rooms cannot be utilized as an "apartment" as defined in the City of Forest Hill Zoning Ordinance.
14. Rooms cannot be utilized as permanent living quarters.
15. Rooms cannot be operated as a personal business entity, such as selling food or other items.
16. No partial day rentals allowed.
17. All guest check-ins must be recorded in a system that retains guest identification and room assignments, accessible to city authorities if needed for verification.
18. Proper identification required at check-in. A copy of the ID is to be kept on file and be available if requested.
19. AC units, electrical breaker boxes, transformer units, and switch panels are to be hidden from public view by decorative stone and/or decorative metal fencing.
20. Telephone system must ID room number when guests call 911.
21. Building to include interior & exterior cameras with web-based monitoring for Police and Fire Department. The system must be accessible from the web without having to download any special players, or software.
22. Camera recordings are to be made available to law enforcement and fire personnel upon request. Live view and recordings must be web accessible by Police and Fire Departments 24/7/365.
23. All landscaping must be irrigated and be maintained in an aesthetically pleasing manner.
24. Backflow testing required annually.
25. Lighting (exterior) must include:
 - ❖ Entire grounds must be well lit to make the grounds adequately visible
 - ❖ No shadowy areas; lighting does not reflect into the street, interfering with traffic visibility or adjacent residences.
26. Owner must submit emergency operations plan and a 24 hour contact to Police and Fire Departments.
27. Parking areas must be kept free from debris, trash, and stains at all times.
28. Trash receptacle must be enclosed and doors/gates to remain locked except on regularly scheduled pick up days; area surrounding the receptacle must be kept free from debris, trash and stains. Receptacles must be of adequate size to accommodate waste produced by customers.
29. The building must meet all fire safety requirements as set forth by the City of Forest Hill Fire Department, including routine fire inspections, and must maintain operational fire suppression and alarm systems at all times.
30. Hotel management must enforce a noise control policy to prevent disturbances to neighboring properties. This includes addressing guest noise complaints in a timely manner.
31. Security staff must be present on-site during peak hours to enhance guest and community safety, ensuring compliance with property rules and regulations.
32. Designate and enforce no-smoking areas in compliance with City health codes, including adequate signage and ventilation.
33. Regular pest control services must be conducted, and records of treatments should be maintained and made available upon request by City officials.
34. Ensure that all common areas and facilities are kept in clean, sanitary, and safe conditions as per City health and sanitation guidelines.
35. Ensure that areas such as maintenance rooms, utility rooms, and other non-guest areas are securely locked and restricted from guest access.

36. Develop and maintain a comprehensive fire safety and evacuation plan in accordance with IFC Chapter 4, Section 403.7.1.1. Conduct regular fire drills and staff training session to ensure preparedness.
37. Ensure all means of egress comply with IFC Chapter 10, including clear exit pathways, proper signage, and illumination.
38. Install and maintain automatic sprinkler systems and fire alarms as required by IFC Chapter 9, ensuring they are fully operational and regularly inspected.
39. Verify that the building provides adequate radio coverage for emergency responders, as stipulated in IFC Section 510.
40. Schedule and facilitate annual fire inspections by the City of Forest Hill Fire Department to ensure ongoing compliance with fire safety standards.
41. Maintain all emergency lighting and exit signage in accordance with IFC requirements, ensuring visibility and functionality during emergencies.
42. Properly store and manage any hazardous materials on-site, complying with IFC Chapter 50 regulations.
43. Maintain unobstructed access for fire department vehicles and personnel, as required by IFC Chapter 5.
44. Ensure that smoke control systems are installed and maintained per IFC Chapter 9 standards.
45. Violations of City codes or failure to comply with required annual inspections could result in the temporary or permanent revocation of the Certificate of Occupancy.
46. Violations of SUP stipulations could render Specific Use Permit null and void without necessity of hearing and the Certificate of Occupancy revoked.

The SUP stipulations have been provided to the owner.

The case will be presented to the Planning and Zoning Commission on February 3, 2025. The Planning and Zoning Commission Chair will be present to provide the recommendation of the members of the Commission to the City Council.

FISCAL IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney as to form and legality.

ATTACHMENTS:

1. P & Z Case #2025-01 Background Information
2. Ordinance 2025-02 Specific Use Permit Extended Stay Hotel/Motel Woodspring Suites

MOTION:

Motion to approve or deny Ordinance 2025-02, regarding a Specific Use Permit allowing for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill, LLC.

SPECIFIC USE PERMIT APPLICATION

3219 California Pkwy, Forest Hill, TX 76119

Phone: (817) 806-4561 Fax: (817) 984-8254

NOTE: THE REQUEST IS FINAL ONLY WHEN THE FOREST HILL CITY COUNCIL HAS TAKEN FINAL ACTION ON IT. THE APPLICANT IS CAUTIONED NOT TO MAKE ANY FINANCIAL OR LEGAL COMMITMENTS TO THE PROPERTY UNTIL FINAL DISPOSITION OF THE REQUEST

DATE: 12/16/24

PROPERTY ADDRESS: 4101 East California Parkway

CITY: Forest Hill STATE: Tx ZIP CODE: 76119

LEGAL DESCRIPTION* (LOT, BLOCK & SUBDIVISION): LOT 1R, Block A

NOTE: IF PROPERTY IS UNPLATTED, ATTACH METES AND BOUNDS DESCRIPTION TO APPLICATION AND PROVIDE ELECTRONIC COPY IN WORD DOCUMENT FORMAT)

AREA IN ACRES: 1.875 PRESENT ZONING: Light Industrial

PRESENT USE: Extended Stay Hotel

DESCRIBE SPECIFIC USE REQUESTED: Extended Stay Hotel

REASON FOR REQUEST: Obtaining new C.O by new ownership

APPLICANT'S NAME: Akash Patel

APPLICANTS ADDRESS: 4101, East California Parkway

CITY, STATE, ZIP: Forest Hill, Tx - 76119

PHONE: 225-441-1002

ALTERNATE PHONE: 817-536-0010

FAX: _____

EMAIL: phforesthill1@gmail.com

OWNER'S NAME: Same as above

OWNER'S ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

ALTERNATE PHONE: _____

FAX: _____

EMAIL: _____

*AUTHORIZED REPRESENTATIVE: _____

*Requires submittal of separate Authorized Representative form with application

REPRESENTATIVE'S ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____

FAX: _____ EMAIL: _____

SPECIFIC USE PERMIT APPLICATION

PLEASE READ CAREFULLY BEFORE SIGNING:

I attest that the above information is true and accurate to the best of my knowledge that I am now or will be fully prepared to present the above proposal at the Planning and Zoning Commission and City Council hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I understand that in the event the undersigned is not present or represented at the public hearing the Planning and Zoning Commission and City Council shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by both the Planning and Zoning Commission and the City Council.

I reserve the right to withdraw this proposal at any such time, except during notice periods, upon written request filed with the Planning & Zoning Secretary and such withdrawal shall immediately stop all proceedings thereon; provided, however, withdrawal filed at any time after the giving of notice of the Planning and Zoning Commission hearing shall constitute a denial by the Commission and City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Attesting to inaccurate or false information on this zoning application can result in conviction of a misdemeanor and fine not to exceed \$2,000.

Apatel DATE 12/16/24
SIGNATURE OF PROPERTY OWNER

Apatel DATE 12/16/24
SIGNATURE OF PROPERTY OWNER

DATE _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

FILING FEE: \$500⁰⁰ DATE PAID: 12/16/24 RECEIVED BY: V. Wehle

PAYMENT TYPE: ☐ CASH ☒ CHECK NO. 1017 ☐ CREDIT CARD

SET FOR P&Z AGENDA: Feb. 3, 2025

SET FOR COUNCIL AGENDA: Feb. 4, 2025

SPECIFIC USE PERMIT APPLICATION

DOCUMENTS REQUIRED

The items listed in the **Documents Required** checklist must be received no later than 5:00 PM on the submittal deadline (refer to schedule) and are required to qualify as an adequate submittal to be placed on the upcoming agenda. Upon determination of its inadequacy, the submittal will not be accepted and will be promptly returned to the applicant. For all Submittals, please submit **One (1) copy of all items**, unless otherwise noted. Blue or black line prints should be a **folded** 24" by 36" and **folded** 12" by 9". One 11" by 17" reduction of each plan is required with all submittals.

Staff Appl

- ☐ ☒ Specific Use Permit application
- ☐ ☐ A notarized letter from the property owner authorizing a representative to present the request, if the property owner will not be presenting the request.
- ☐ ☒ Non-refundable application fee of \$500.00
- ☐ ☒ Documents required checklist, completed and signed by applicant
- ☐ ☒ Technical requirements check list, completed and signed by applicant
- ☐ ☐ If request is for (a) portion of a platted lot or (b) an unplatted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by a licensed engineer or surveyor must be provided electronically in Microsoft word or compatible software and in hard copy
- ☐ ☒ A recorded copy of the Warranty Deed showing proof of ownership of the property with the volume and page number where it was filed with the Tarrant County Clerk.
- ☐ ☒ Original tax certificate(s) from the Tarrant County Tax Collector's Office (each costs \$10, payable at the tax office) proving that all property taxes have been paid.
- ☐ ☒ One (1) folded copies of the following, min. sheet size 18"x24", max. 24"x36":
 - Site layout (required)
 - Landscape Plan (required)
 - Building elevations (recommended)
- ☐ ☒ One (1) 11" by 17" reduction of each plan. (required)

Preparer's Signature: A Patel

Printed Name: Akash Patel

Date: 12/16/24

SPECIFIC USE PERMIT APPLICATION

TECHNICAL REQUIREMENTS

The site layout plan should be drawn to scale and showing the general layout of the project, together with essential requirements such as off-street parking facilities, size, height, construction materials and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening using walls, fences and landscaping; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of 200 feet.

The following elements should be shown:

Staff Appl SITE LAYOUT (Required)

- | | | |
|--------------------------|-------------------------------------|--|
| ☐ | ☒ | Location map, north arrow, graphic scale |
| ☐ | ☒ | Building orientation |
| ☐ | ☒ | Access points, driveways and firelanes |
| ☐ | ☒ | Parking |
| ☐ | ☒ | Square footage of all buildings |
| ☐ | ☒ | Outside storage or display areas |
| ☐ | ☒ | Loading docks |
| ☐ | ☒ | Signage |
| ☐ | ☒ | Recycling and trash dumpsters |

LANDSCAPE PLAN (Required)

- | | | |
|--------------------------|-------------------------------------|--|
| ☐ | ☒ | Landscape plan per Section 10.600 and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping and other screening |
|--------------------------|-------------------------------------|--|

BUILDING ELEVATIONS (Recommended)

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | Building elevations of all sides, showing dimensions including height, building materials, color, texture, design |
|--------------------------|-------------------------------------|---|

Preparer's Signature: Akash Patel

Printed Name: Akash Patel

Date: 12/16/24

Criteria For Determining The Merit Of Rezoning and Zoning Amendment Requests For the City of Forest Hill

Purpose: It is the intent of this listing of criteria to not limit future rezoning requests for certain uses to a designated geographical area of the city; but rather to allow the placement of future rezoning requests for certain uses in any area of Forest Hill, based upon the individual merits of each application.

Criteria: Each application shall be considered with respect to promoting the health, safety, and general welfare of the community. In pursuit of this goal, each future rezoning or zoning amendment requests for certain uses shall be measured and considered by the following criteria:

1. Does the request represent an application of recognized planning principles that encourages the future growth of the community in an orderly and economically beneficial manner?
2. Does the request introduce a land use that would be considered compatible with the existing land uses in the area, using general planning principles?
3. Does the request contribute to the well being of the community such that it maintains or increases the value of private property in the vicinity?
4. Does the request contribute to the well being of the community by encouraging additional economic development?
5. Would the impact of the request, on the immediate thoroughfare corridor, be such that value and commerce would be encouraged to continue and grow?

The consideration of any and all requests to rezone private property for certain uses shall meet the above five part test. All criteria shall be met in the affirmative in order to recommend approval of the application.

General Information

1. There is a non-refundable fee payable to the City of Forest Hill before the application is considered to be complete.
2. The applicant must be the owner of the property. However, if the property owner will not be presenting the request, he must submit a notarized letter authorizing a representative to present the request.
3. Property owners within 200 feet of the property will be notified by letter prior to the Planning and Zoning Commission and City Council hearings.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

FOREST HILL WSS LLC, a Texas limited liability company (called "Grantor"), in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid by **PH FOREST HILL LLC**, a Texas limited liability company, whose address is c/o Prosper Hospitality, L.L.C., 1125 Executive Circle, Suite 140, Irving, Texas 75038, Attention: Mayur (Mike) Patel, Managing Partner (called "Grantee"), and in further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note ("Note") in the principal sum of Five Million Seven Hundred Forty Thousand and 00/100 (\$5,740,000.00), payable to the order of Veritex Community Bank, a Texas state bank ("Lender"), as therein provided and bearing interest at the rate(s) therein specified, the payment of which Note is secured by the Vendor's Lien herein retained, and is additionally secured by a deed of trust (the "Deed of Trust") of even date herewith to Curtis L. Anderson, as trustee for the benefit of Lender, the receipt and sufficiency of which consideration is hereby acknowledged and confessed by Grantor, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents GRANTS, BARGAINS, SELLS and CONVEYS unto Grantee, the real property in Tarrant County, Texas, described on Exhibit A attached to and made a part of this Special Warranty Deed for all purposes, together with (i) all of Grantor's right, title and interest in all rights, benefits, privileges, easements, tenements, and appurtenances thereon and pertaining thereto, including all of Grantor's right, title and interest in any adjacent streets, roads, alleys, easements and rights-of-way, (ii) all of Grantor's right, title and interest in all improvements and buildings on such real property, and (iii) all of Grantor's right, title and interest in all fixtures affixed or attached to, or situated upon, or acquired or used in connection therewith (said real property, together with such rights, appurtenances and interests, improvements, buildings, and fixtures being collectively called the "Property").

This conveyance is made and accepted subject solely to those items on Exhibit B attached to this Special Warranty Deed to the extent same are valid and affect the Property (such matters being referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and, subject to the Permitted Exceptions, Grantor binds itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

BUT IT IS EXPRESSLY AGREED THAT the vendor's lien as well as the Superior Title in and to the Property is retained by Grantor against the Property until the Note and all interest thereon, and all sums secured by the lien of the Deed of Trust are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to Lender, its successors and assigns, without warranty by, or recourse against, Grantor.

Real property ad valorem taxes and assessments having been prorated to the date of this Special Warranty Deed, Grantee assumes and agrees to pay when due all such ad valorem property taxes and assessments for the year 2024 and subsequent years.

Executed as of November 1, 2024.

GRANTOR:

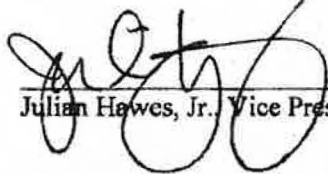
FOREST HILL WSS LLC,
a Texas limited liability company

By: PROVIDENT HOSPITALITY HOLDINGS WSS 1-7 LLC,
a Delaware limited liability company,
its Managing Member

By: PROVIDENT WSS PARTNERS LLC,
a Texas limited liability company,
its Manager

By: PROVIDENT WSS 1-7 MANAGER LLC,
a Texas limited liability company,
its Manager

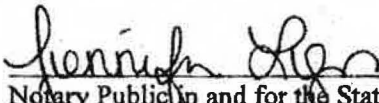
By: PRA GP NO. 2, INC.,
a Texas corporation, its Manager

By: 
Julian Hawes, Jr. Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 24 day of October, 2024, by Julian Hawes Jr., the vice president PRA GP No. 2, Inc., a Texas corporation, the manager of Provident WSS 1-7 Manager LLC, a Texas limited liability company, the manager of Provident WSS 1-7 Partners LLC, a Texas limited liability company, the manager of Provident Hospitality Holdings WSS 1-7 LLC, a Delaware limited liability company, the managing member of Forest Hill WSS LLC, a Texas limited liability company, on behalf of said limited liability company.

My Commission Expires: 4.18.27


Notary Public in and for the State of Texas
Jennifer Leger
Printed Name

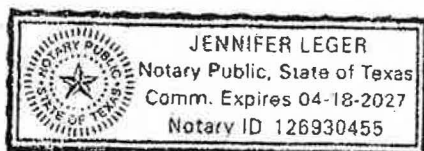


EXHIBIT A

PROPERTY

WoodSpring Suites – Forest Hill

BEING A TRACT OF LAND OUT OF THE J. COLLETT SURVEY, ABSTRACT NO. 261, LOCATED IN THE CITY OF FOREST HILL, TEXAS, BEING ALL OF LOT 1R, BLOCK 1, FOREST HILL BUSINESS PARK, ACCORDING TO THE AMENDING PLAT RECORDED IN CABINET A, SLIDE 11631, DEED RECORDS OF TARRANT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND SOUNDS AS FOLLOWS:

BEGINNING AT A ONE-HALF INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 1R, BLOCK 1, SAID POINT BEING AT THE INTERSECTION OF THE EAST LINE OF CRAWFORD LANE EAST (50 FOOT RIGHT-OF-WAY), AND THE NORTH LINE OF CALIFORNIA PARKWAY EAST-SERVICE ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, 231.38 FEET WITH THE EAST LINE OF SAID CRAWFORD LANE EAST TO A ONE-HALF INCH IRON ROD FOUND FOR CORNER, BEING THE NORTHWEST CORNER OF SAID LOT 1R;

THENCE NORTH 89 DEGREE 51 MINUTES 20 SECONDS EAST, 351.00 FEET TO A ONE- HALF INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, 234.04 FEET TO A ONE-HALF INCH IRON ROD SET FOR CORNER, SAID POINT BEING IN THE NORTH LINE OF CALIFORNIA PARKWAY EAST-SERVICE ROAD;

THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, 351.00 FEET ALONG THE NORTH LINE OF SAID OF CALIFORNIA PARKWAY EAST-SERVICE ROAD TO THE POINT OF BEGINNING AND CONTAINING 81,681 SQUARE FEET OR 1.875 ACRES OF LAND.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat recorded in/under [Cabinet A, Slide 116311], Map Records, Tarrant County, Texas:

Purpose: 24' firelane, access & utility easement Affects: as shown

Purpose: 10' utility easement Affects: as shown

A building set-back line, as disclosed by said map/plat.

Affects: 25' as shown

as shown on survey dated September 04, 2019, last updated October 18, 2019, signed December 2, 2019, prepared by David Nix, RPLS No. 6727, Blew & Associates P.A.

3. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Midstream Gas Services, L.L.C.

Purpose: As provided in said document Recording Date: December 4, 2008

Recording No: under Clerk's File No. [D2084456411], Real Property Records, Tarrant County, Texas.

Affects: as therein described

as shown on survey dated September 04, 2019, last updated October 18, 2019, signed December 2, 2019, prepared by David Nix, RPLS No. 6727, Blew & Associates P.A.



TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com
In God We Trust

WENDY BURGESS
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00041200969
AD NUMBER: 14185 A 1R
CERTIFICATE NO : 140254531

COLLECTING AGENCY

WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY

PH FOREST HILL, LLC

1125 EXECUTIVE CIRCLE SUITE 140
IRVING TX 75038

DATE : 12/12/2024

FEE : \$10.00

PROPERTY DESCRIPTION

FOREST HILL BUSINESS PARK ADDN
BLOCK A LOT 1R

0004101 CALIFORNIA PKWY E
1.8751 ACRES

PROPERTY OWNER

FOREST HILL WSS LLC
C/O PROVIDENT REALTY ADVISORS INC
10210 N CENTRAL EXPWY STE 300
DALLAS TX 75231

PAGE 1 OF 1

YEAR	TAX UNIT	AMOUNT DUE
2024	CITY OF FOREST HILL	\$0.00
2024	Tarrant County	\$0.00
2024	JPS HEALTH NETWORK	\$0.00
2024	TARRANT COUNTY COLLEGE	\$0.00
2024	FORT WORTH ISD	\$0.00
TOTAL		\$0.00

ISSUED TO : PH FOREST HILL, LLC

ACCOUNT NUMBER: 00041200969

TOTAL CERTIFIED TAX: \$0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

Patricia Jimenez Deputy





TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Comptroller.Texas.Gov

August 23, 2024

PH FOREST HILL LLC
1125 EXECUTIVE CIR STE 140
IRVING TX 75038-2522

Taxpayer number	32096331247
File number	0805662495
Webfile number	FQ766032

Dear Taxpayer:

Congratulations on registering your company with the Texas Secretary of State. The company you registered is subject to the Texas franchise tax, which my office administers. Accordingly, we have created a franchise tax account based on the information you provided at the time of registration. The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. For general information, see the Franchise Tax Overview on our website at <https://comptroller.texas.gov/taxes/franchise/>.

Your next step is to set up an online account in our Webfile system, which is quick and easy. With Webfile, you will be able to file and pay your taxes, and keep your contact information up to date so you do not miss any important notices. As part of the account setup process, please complete our online Franchise Tax Accountability Questionnaire within 30 days. **Just follow these steps:**

- Visit <https://comptroller.texas.gov/taxes/franchise/questionnaire.php> (or, from www.Comptroller.Texas.Gov, select Webfile eSystems Login) and then "Create Profile." Returning users – log in and skip the next step.
- To complete your profile setup, follow the prompts and receive an email with a validation link. Your profile is now ready for login.
- After logging in, scroll down to Popular Services and select "Complete Franchise Tax Accountability Questionnaire."
- Enter your taxpayer number and select "Continue."
- Enter your Webfile number from this letter and select "Continue."
- Complete the Franchise Tax Accountability Questionnaire.

Your company's first franchise tax report is due on 05/15/2025. Beginning with reports due in 2024, you will not owe a franchise tax report if your company's total revenue is at or under the no tax due threshold, but you must still file a Public Information Report or Ownership Information Report. We will send you a reminder with filing instructions before the due date.

Customer service is my top priority, and my staff is ready to help you with questions related to your business's state tax responsibilities. Visit our agency website, www.Comptroller.Texas.Gov, to find publications, answers to frequently asked questions, tax rules, electronic reporting options and more. If you have any questions, please contact us at <https://comptroller.texas.gov/about/contact/>.

I appreciate the work you do and the contributions you make to Texas. I wish you the best of luck in all your business endeavors.

Sincerely,



Glenn Hegar

0000577



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

December 4, 2024

PH FOREST HILL LLC
4101 E CALIFORNIA PKWY
FOREST HILL TX 76119-7467

RE: Hotel Occupancy Tax Questionnaire

Dear Taxpayer:

We are pleased to inform you that we have processed your Hotel Occupancy Tax Questionnaire.

TAXPAYER NUMBER: 32096331247

FILING TYPE: MONTHLY

WEBFILE NUMBER: RT684007

FIRST DUE DATE: 12/20/2024 for period 11/01/2024 - 11/30/2024

Using the WebFile number above, you can file your reports and pay online through WebFile at www.comptroller.texas.gov/taxes/file-pay/.

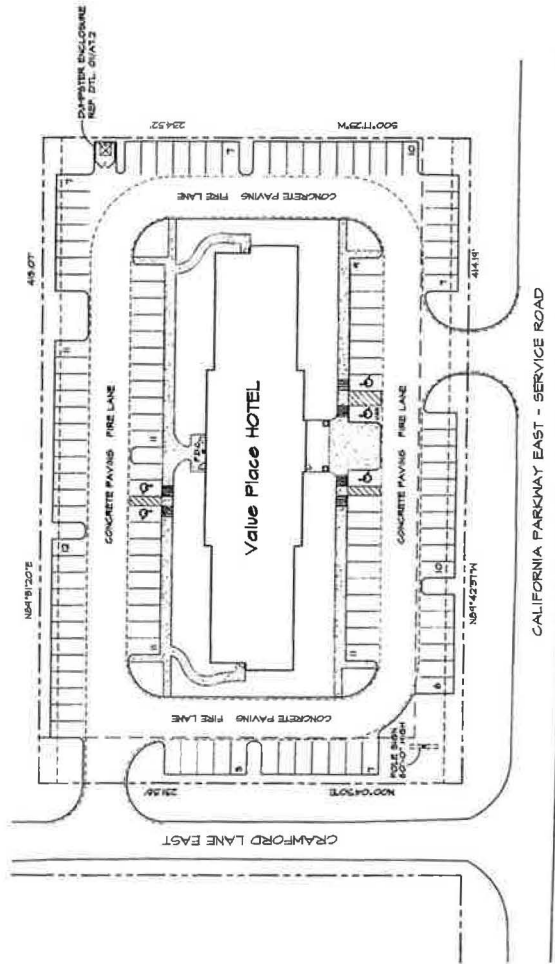
If you need assistance with your account, please call 800-252-1385.

Sincerely,

Miscellaneous Taxes Section



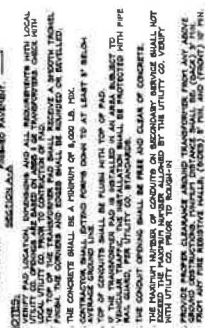
SITE PROGRAM DATA	
SITE AREA:	1.75 ACRES
SITE ZONING:	"U" - LIGHT INDUSTRIAL
SITE DESCRIPTION:	LOT 1, BLOCK 1, QUANAH HOSPITALITY PARTNERS, LP
PROPOSED USE:	HOTEL - RU - 3000 BIC
BUILDING SIZE:	48,500 SQUARE FEET
BUILDING HEIGHT:	FOUR (4) STOREYS
SITE SQUARE FOOTAGE:	42,000 TO MID-ROOF
RELEASING COVERAGE:	51,680 SQ. FT.
SITE COVERAGE:	121.7%
PARKING REQUIRED:	13 SPACES
PARKING PROVIDED:	1 SPACE PER EACH ROOM
HANDICAP PARKING REQUIRED:	34 TOTAL SPACES
HANDICAP PARKING PROVIDED:	8 SPACES
TYPICAL PARKING SPACE:	4'-0" x 10'-0"



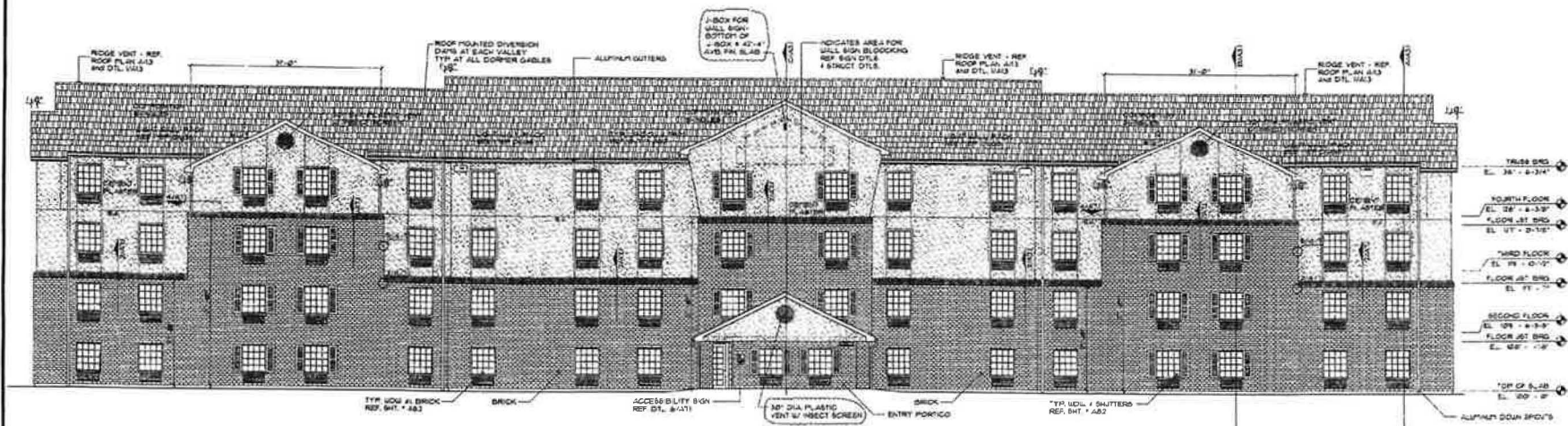
SC: 1" = 30'-0"

ARCHITECTURAL SITE PLAN - Value Place HOTEL

NOTE:
 REFER TO CIVIL ENGINEER SHEET # C4
 FOR EMISSION CONTROL DETAILS
 NOTE:
 REFER TO CIVIL ENGINEER SHEET # C5
 FOR PAVEMENT PARKING DETAILS



2 TRANSFORMER PAD DETAIL
(75-800 R/S)



A FRONT ELEVATION - VALUE PLACE HOTEL - FOREST HILL, TEXAS

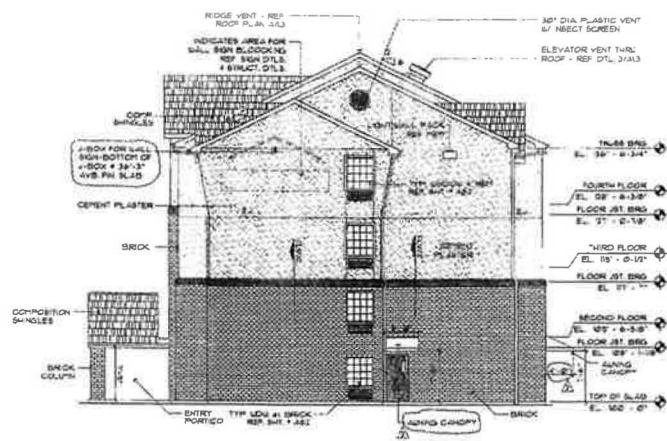
TYPICAL NOTE:
ALL STUCCO FINISHES TERMINATE WITH A GALV. METAL "F" STOP AND CONT. CAULKING AT ALL ADJOINING MATERIALS.

NOTE:
VERIFY FINISH FLOOR ELEVATIONS BY STRUCTURAL DESIGN DETAILS.

- COLOR SCHEDULE**
- NOTE: VERIFY ALL COLORS W/ SAMPLES PRIOR TO INSTALLATION.
- COLOR: ADHE BRICK-KING SIZE ROYAL OAK BLEND
 - COLOR: CEMENT STUCCO SHERWIN-WILLIAMS "B" 8148-WOOD GRN
 - COLOR: "HARDIEPLANK" TRIM DOORITS AND ATTIC VENTS MATCH STUCCO SHADE
 - COLOR: FIXED-HOLOBD SHUTTERS WHITEGRAL COLOR TO BE SELECTED BY OWNER
 - COLOR: 36" DIAMETER ROOF VENT WHITEGRAL COLOR TO MATCH ROOF COLOR
 - COLOR: PTAC GRILLES-PAIN-TABLE ALUMINUM TO MATCH ADJACENT MATERIALS
 - COLOR: ALUMINUM DOWNPOUTS COLOR TO BE SELECTED BY OWNER
 - COLOR: CANVAS AWING COLOR TO BE SELECTED BY OWNER
 - COLOR: JEFFALY SHINGLES 3 TAB FIBERGLASS WEATHERED WOOD

GENERAL NOTE
"JAMES HARDIE" PRODUCTS ARE THE PREFERRED EXTERIOR MATERIALS FOR SORITS AND TRIM. SUBSTITUTIONS ONLY WITH OWNER AUTHORIZATION.

NOTE:
COORDINATE DOWN SPOUTS WITH A113



C TYP. SIDE ELEVATION - VALUE PLACE HOTEL - FOREST HILL, TEXAS

TYPICAL NOTE:
ALL STUCCO FINISHES TERMINATE WITH A GALV. METAL "F" STOP AND CONT. CAULKING AT ALL ADJOINING MATERIALS.

DATE: 4-8-06
REVISIONS:
1. 11-30-06
2. 12-15-06

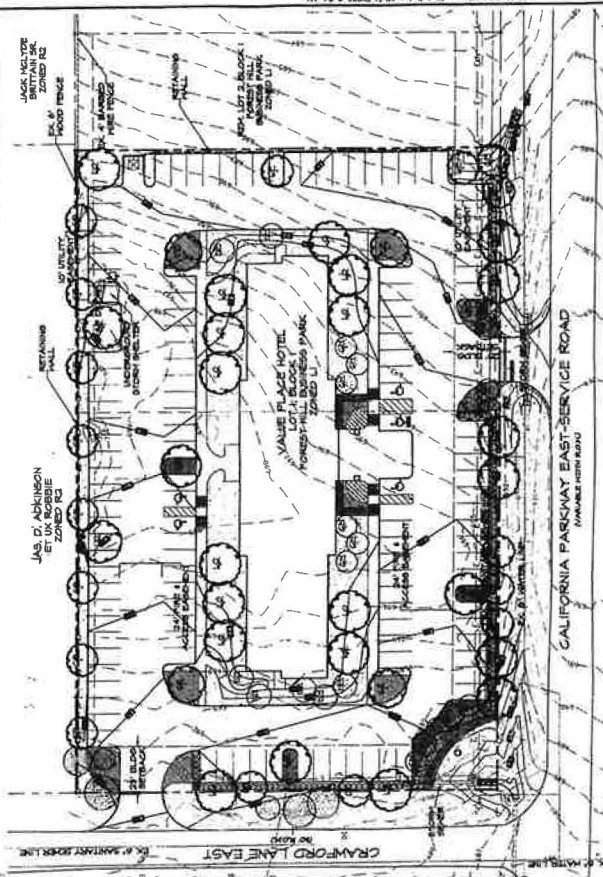
VALUE PLACE HOTEL
FOREST HILL, TEXAS
GUANAH HOSPITALITY PARTNERS, LP



IKEMIRE ARCHITECTS
PLANNING INTERIORS
ARCHITECTURE
11660 DALLAS HWY., SUITE 1150 DALLAS, TX 75248-2486 FAX 972-248-1503

A2.1

JOB # 26059



LANDSCAPE PLAN - ENHANCED

PLANT KEY/LEGEND/LIST	COMMON NUTRITIONAL VALUE	PLANT SIZE
	1 LIME OAK / <i>QUERCUS VARIANNA</i>	2' CAL
	2 RED OAK / <i>QUERCUS RUBRA</i>	3' CAL
	3 LIVE OAK / <i>QUERCUS VARIANNA</i>	5' CAL
	4 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	8' HIGH HEIGHT
	5 GRAY PINE / <i>LAGERSTROMIA INDICA</i>	3' CAL
	6 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL
	7 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL
	8 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL
	9 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL
	10 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL
	11 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL
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	53 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL
	54 CHINESE PINEAPPLE / <i>PERSEA CHENSIO</i>	3' CAL

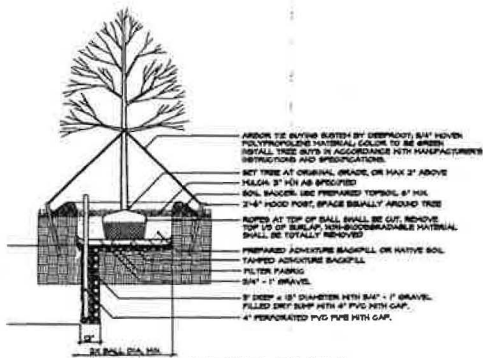


PRELIMINARY LANDSCAPE PLAN	PROJECT NO.
LOT 1R, BLOCK A	QUA000808
FOREST HILL BUSINESS PARK ADDITION	SHEET NO.
CITY OF FOREST HILL, TARRANT COUNTY, TEXAS	L1

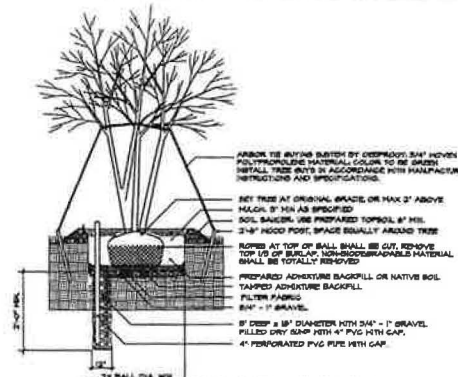


BENCHMARKS:

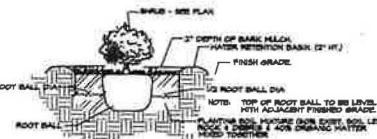
CHISELED "X" ON CENTER OF EAST HEADWALL OF WHITTITA STREET BRIDGE
OVER NORTH BRANCH OF NORTH FORK OF SOUTH CREEK. ELEVATION: 847.68'
RR SPAKE SET, E. SIDE OF POWER POLE AT S.W. CORNER LOT 1, SITUATED ±
50' N. OF CL CALIFORNIA PARKWAY & ± 35' E. OF CL CRAWFORD LN. EAST.
ELEVATION: 481.91'



1. SHADE TREE PLANTING DETAIL
NOT TO SCALE



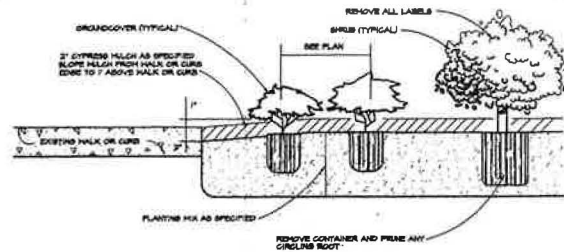
2. ORNAMENTAL TREE PLANTING DETAIL
NOT TO SCALE



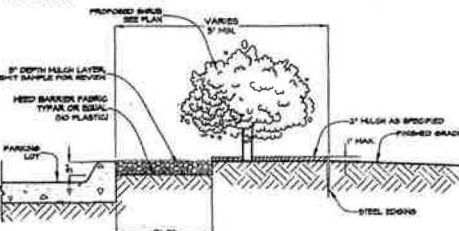
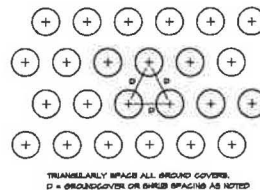
3. SHRUB POCKET PLANTING DETAIL
NOT TO SCALE

GENERAL LANDSCAPE NOTES

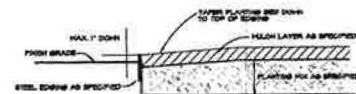
- The contractor is responsible for making himself familiar with all underground utilities, pipes and structures whether or not shown on the plans. The contractor shall be responsible for location of all underground utilities and will be responsible for costs incurred due to damage or replacement of such utilities or structures caused by his failure.
- Do not unduly proceed with construction, as designed, when it is obvious that unknown obstructions or conditions exist that may not have been known during design. Such conditions shall be brought immediately to the attention of the Owner's Representative. The contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
- The crown of all plants shall be slightly higher, after setting, than adjacent soil.
- The contractor shall be responsible for removing or adding topsoil as needed for the location of the soil amendments.
- The contractor shall coordinate installation of the landscaping with installation of the irrigation system.
- All ground covers, seasonal color and shrub groupings are to be aligned in straight, even rows and thoroughly spaced at the spacing shown on the plans. In.
- Prepare one layer 2\"/>



4. SHRUB AND GROUND COVER PLANTING DETAIL
NOT TO SCALE



6. 3\"/>



7. TYPICAL BED EDGING DETAIL
NOT TO SCALE

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE	NO.	REVISIONS DURING PLAN REVIEW	BY	DATE



JB James & Boyd, Inc.
17000 Dallas Parkway, Suite 200
Dallas, Texas 75248
972.348.7770 Office
972.348.1414 Fax
www.james-boyd.com

- Engineering
- Surveying
- Planning
- Landscape Architecture
- Construction Management

LANDSCAPE DETAILS		PROJECT NO.
LOT 1R, BLOCK A		QUA008
FOREST HILL BUSINESS PARK ADDITION		SHEET NO.
CITY OF FOREST HILL, TARRANT COUNTY, TEXAS		L2



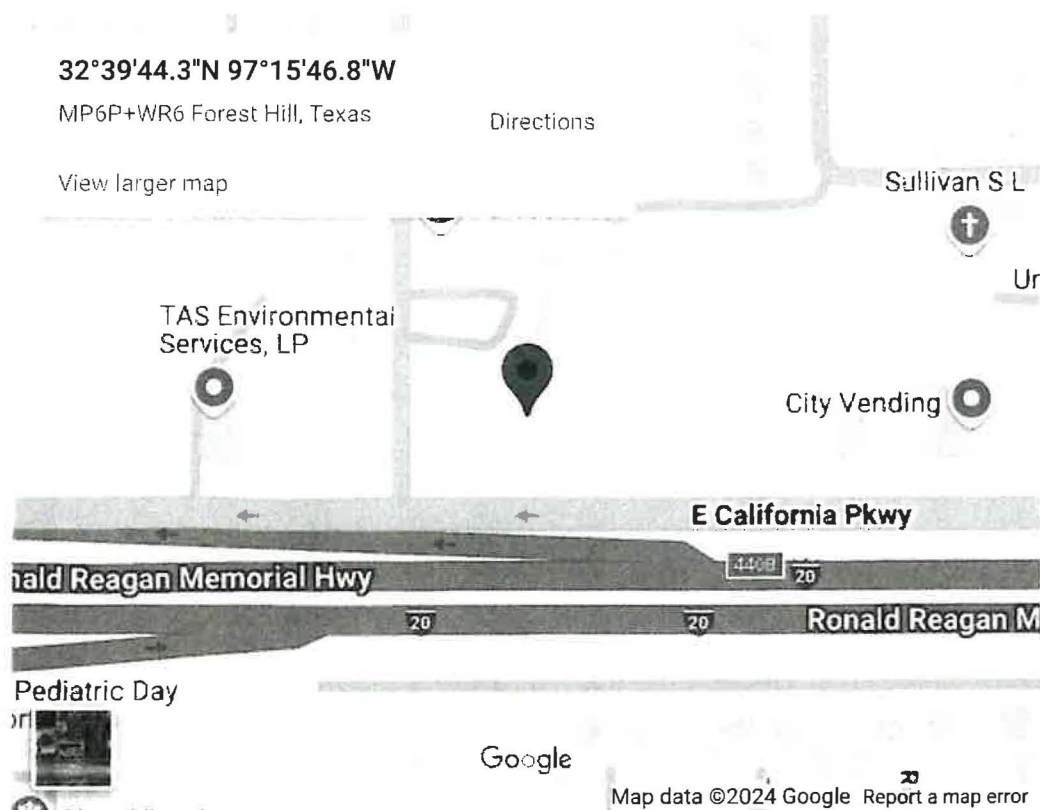
For property tax statements and general tax information please search the Tarrant County Tax Office's website using your TAD Account Number: [Property Tax Website](#)

Account: 41200969

Address: 4101 CALIFORNIA PKWY E

[Export Property Page](#)

Location



This map, content, and location of property is provided by Google Services.

Address: 4101 CALIFORNIA PKWY E

City: FOREST HILL

Georeference: 14185-A-1R

Subdivision: FOREST HILL BUSINESS PARK ADDN

Neighborhood Code: Motel/Hotel General**Latitude:** 32.6622984718**Longitude:** -97.2629946316**TAD Map:** 2072-360**MAPSCO:** TAR-092V

Property Data

Legal Description: FOREST HILL BUSINESS PARK ADDN Block A
Lot 1R**Jurisdictions:**

CITY OF FOREST HILL (010)

TARRANT COUNTY (220)

TARRANT COUNTY HOSPITAL (224)

TARRANT COUNTY COLLEGE (225)

FORT WORTH ISD (905)

State Code: F1**Year Built:** 2007**Personal Property Account:** N/A**Agent:** None**Site Number:** 80872324**Site Name:** WOODSPRING SUITES**Site Class:** MHExtStay - Motel/Hotel-Extended Stay**Parcels:** 1**Primary Building Name:** WOODSPRING SUITES / 41200969**Primary Building Type:** Commercial**Gross Building Area⁺⁺⁺:** 43,308**Net Leasable Area⁺⁺⁺:** 43,308**Percent Complete:** 100%**Land Sqft^{*}:** 81,681**Land Acres^{*}:** 1.8751**Pool:** N**Notice Sent Date:** 5/1/2024**Notice Value:** \$4,884,276**Protest Deadline Date:** 5/31/2024

+++ Rounded.

* This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated.

Property Documents

Documents

2024 Documents

[Value Notice 2024-05-01](#)

[Hearing Notice 2024-06-03](#)

[Agreed Order 2024-07-05](#)

[Agreed Order 2024-07-05](#)

2023 Documents

Show Documents

Owner Information

Current Owner:

PH FOREST HILL LLC

Primary Owner Address:

1125 EXECUTIVE CIR STE 140
IRVING, TX 75038

Deed Date: 11/1/2024

Deed Volume:

Deed Page:

Instrument: [D224197910](#)

Previous Owners:

Name
FOREST HILL WSS LLC
Date
12/3/2019
Instrument
<u>D219283700</u>

Deed Volumne**Deed Page****Name**

820 AT FOREST HILL LLC

Date

11/30/2006

InstrumentD206382142**Deed Volumne**

0000000

Deed Page

0000000

Name

HUDGINS REALTY II LTD

Date

1/1/2006

Instrument

000000000000000

Deed Volumne

0000000

Deed Page

0000000

\$ Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. Tarrant County Tax Office Account Information.

Year

2024

Improvement Market

\$4,639,233

Land Market

\$245,043

Total Market

\$4,884,276

Total Appraised+

\$4,884,276

Year

2023

Improvement Market

\$4,036,638

Land Market

\$163,362

Total Market

\$4,200,000

Total Appraised+

\$4,200,000

Year

2022

Improvement Market

\$3,861,638

Land Market

\$163,362

Total Market

\$4,025,000

Total Appraised+

\$4,025,000

Year

2021

Improvement Market

\$4,336,638**Land Market****\$163,362****Total Market****\$4,500,000****Total Appraised+****\$4,500,000****Year****2020****Improvement Market****\$3,578,551****Land Market****\$163,362****Total Market****\$3,741,913****Total Appraised+****\$3,741,913****Year****2019****Improvement Market****\$4,679,590****Land Market****\$163,362****Total Market****\$4,842,952****Total Appraised+****\$4,842,952**

Pending indicates that the property record has not yet been completed for the indicated tax year.

+ Appraised value may be less than market value due to state-mandated limitations of value increases.

Exemptions / Special Appraisal

There are no exemptions for this property.

Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older for unauthorized individuals.

QUICK LINKS

[Home](#)
[My Dashboard](#)
[Create Account](#)

RESOURCES

[Forms](#)
[Interactive Maps](#)
[Calendar](#)
[Taxpayer Liaison](#)
[Property Tax Assistance](#)
[News](#)
[Data Downloads](#)
[Rates](#)
[Reports](#)
[Public Information](#)
[Act Request](#)
[Property Tax Transparency in Texas](#)

ABOUT

[Board of Directors](#)
[Tarrant Appraisal Review Board](#)
[Careers](#)
[Procurement](#)
[Quick Links](#)
[Take A Survey](#)
[Contact Us](#)

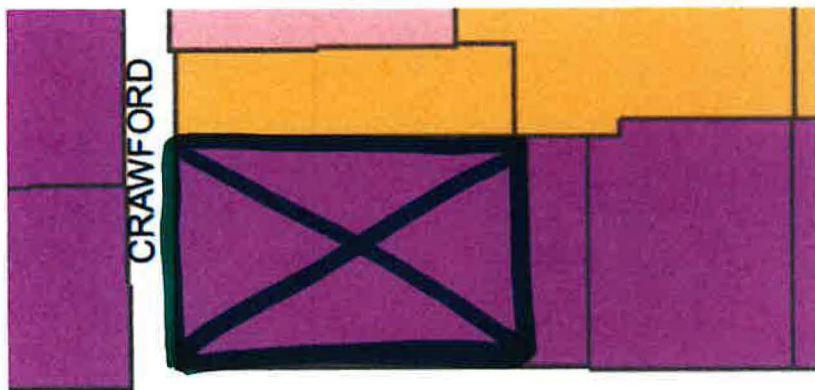
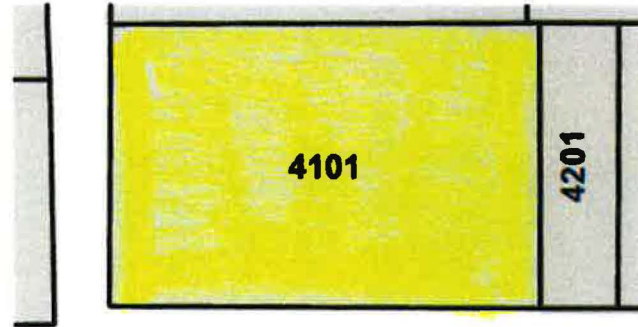
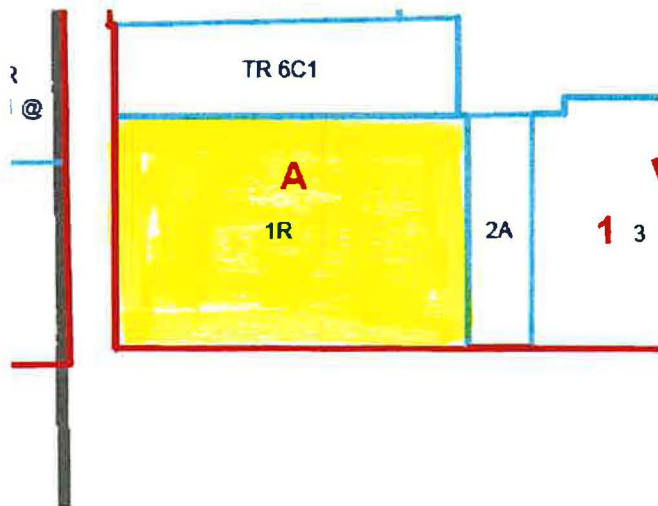
Contact

Tarrant Appraisal District
2500 Handley -
Ederville Road

Business Hours

Monday - Friday
8:00am - 5:00pm

4101 California Parkway East



USES	R1	R2	R3	R4	2F	MF	LR	GB	LI	HI	PD	Definition
Copy Shop							X	X	X	X	X	A small commercial printing shop which sells on-site most of the items printed, along with associated items.
Craft and Antique Retail Center								S	S			An indoor facility specializing in the selling of antiques, handicrafts, and other new retail items, including plants, books, and trinkets. Handicrafts shall be defined as items that are made completely by hand or by using simple tools that may include woodcrafts, scrapbooking materials, jewelry, canvas works, crocheted materials, knitted materials, embroidered items, pottery, dolls, baskets, glass items, metal items, etc. Antiques shall be defined as goods, materials, articles, or merchandise at least one hundred (100) years of age which derive value from age and/or furniture, made or manufactured in a former period, such as an eighteenth century roll-top desk. This definition shall not be construed as allowing second hand retail sales or the rental of booths or space to additional vendors not being the applicant of the Certificate of Occupancy. This definition may include the selling of consignment items.
Department Store							X	X	X	X	X	A large store offering a variety of comparison and consumer goods at a retail price and shall not include the selling of used or consignment items.
Drapery, Sewing, or Weaving Shop							X	X	X	X	X	A shop offering custom made draperies and other sewn goods and hand or machine woven goods for sale.
Drive-Thru Convenience Store							S	X	X	X	S	A facility offering convenience items to consumers without the requirement of the consumer leaving their vehicle.
Drug Store or Pharmacy							X	X	X	X	X	An establishment offering over-the-counter and prescription drugs and allied products for retail sale.
Electrical Sales and Service								X	X	X		An establishment selling electrical supplies and parts and/or providing the servicing and installation of electrical equipment and fixtures with no outside storage being allowed.
Electronic-Cigarette/Vaporizer Store									X	X		A business establishment for which more than fifty (50%) percent of the gross floor area is dedicated to the storage, mixing, display and/or retail sale of electronic cigarette devices, vaporizer devices, nicotine-enriched solutions, and/or liquid products that are manufactured for use with e-cigarettes or vaporizer devices.
Electronics Store (Retail)							X	X	X	X	X	A retail facility which offers for purchase electronics that may include but is not limited to televisions, surround sound systems, stereo systems, and similar items.
Extended Stay Hotel/Motel								S	S	S	S	Any building containing six or more guest rooms intended or designed to be used, or which are used, rented, or hired out to be occupied or which are occupied for sleeping purposes for guests and contain kitchen facilities for food preparation including but not limited to such facilities as refrigerators, stoves, and ovens.
Exterminating Service Facility								S	X	X	S	A business providing extermination services for household pests, including insects and rodents.
Factory Outlet, Retail or Wholesale Store							X	X	X	X	X	An establishment that offers goods and products to the public that are obtained direct from the manufacturer at prices that reflect savings due to the reduced cost of said direct distribution.
Fairgrounds or Exhibition Area								S	X	X		An outdoor area for public gathering including fairs, celebrations, carnivals, circuses, or like events.
Farm Machinery and Implement Sales and Service									X	X		An enclosed area designed for sales and repair of farm machinery and equipment.



January 09, 2025

Commercial Recorder

ATTN: Legal Notices

Via email: recorder@flash.net; commercialrecorder@gmail.com

Dear Sir or Madam:

Please publish the following Legal Notice in the Monday, January 13, 2025 issue of the *Commercial Recorder*. This notice will run for one day only. The invoice may be sent to the City of Forest Hill Permit and Planning Department for processing at 3219 California Parkway, Forest Hill, TX 76119.

Legal Notice

Notice of Public Hearings

The Forest Hill Planning and Zoning Commission will hold the first of two Public Hearings on Monday, February 3, 2025 at 6:00 p.m. in the Forest Hill Council Chambers, located at 3219 California Parkway, Forest Hill, TX 76119. The Forest Hill City Council will conduct the second Public Hearing on this matter on Tuesday, February 4, 2025 at 6:00 p.m. in the Forest Hill Council Chambers located at 3219 California Parkway, Forest Hill, TX 76119. Any interested person will be allowed to appear and speak at the public hearing. The Planning and Zoning Commission is a recommending body only. The City Council is authorized to approve or deny the request. A copy of the request is available at Forest Hill City Hall in the Planning Office located at 3219 California Parkway, Forest Hill, TX 76119 or any other information may be acquired by calling (817) 568-3009.

1. Case #PZ 2025-01:

To conduct a public hearing to receive citizen's comments regarding a Specific Use Permit to allow for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas, 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill LLC.

If you have any questions, please contact me at (817) 568-3009.

Thank you,

Venus M. Wehle, PCED

Venus M. Wehle, PCED

City Manager

City Planner

vwehle@foresthilltx.org

Commercial RECORDER

Court and Commercial Daily

ESTABLISHED 1903

VOL. 123 — NO. 8

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MONDAY MORNING, JANUARY 13, 2025

commercialrecorder.com
(ISSN 1091-3998) SINGLE COPY 75¢

Low on Cash

by Daris Howard

Having ten children and quite a few foster children, there were times when the money for our family seemed like it should have been on the endangered species list. But by working hard and budgeting carefully, we always got by. But one day, I had some significant concerns.

I was working at my office during my lunch break at the college when I received a call.

"Hello, is this Daris?" the man on the other end asked.

"It is," I replied.

"This is Frank Hamblin at the dealership."

I knew Frank well, and it was definitely his voice. One thing about living in a rural community, I knew nearly everyone at the businesses in town. But I still couldn't figure out what truck he was talking about.

"So, did my wife bring our pickup in for an oil change or something?" I asked.

He laughed. "No. This is the new pickup that came in today on the car transport. Your wife

When we were first married, Our "farm" consisted of less than four acres, with a couple of cows, a horse, some lambs, and a bunch of chickens. I couldn't afford it. If she wanted something expensive, I said the sure my little pickup would do the same thing. That pretty much what I needed. But one thing I took care of things. There were a few times I had purchased a gift for her as a surprise that was a bit more than we usually spent, but we are talking a couple hundred dollars, not thousands. I could hardly get my voice to work. "The new pickup?" I questioned.

Our "farm" consisted of less than four acres, with a couple of cows, a horse, some lambs, and a bunch of chickens. I couldn't afford it. If she wanted something expensive, I said the sure my little pickup would do the same thing. That pretty much what I needed. But one thing I took care of things. There were a few times I had purchased a gift for her as a surprise that was a bit more than we usually spent, but we are talking a couple hundred dollars, not thousands. I could hardly get my voice to work. "The new pickup?" I questioned.

"Thanks," I said. "But I drove a

able to return to my office. The blinking phone light indicated a missed call. I checked the number, and it was Frank, so I called him.

"About that new truck," he said. "I was talking to the other salesman and realized I had the wrong person. The last name was the same, he worked at the college, and his wife was named Donna. I'm sorry about the confusion."

Page 66 of 406



**PZ Case #2025-01
200 foot letters
4101 California Parkway East**

Applicant: PH Forest Hill, LLC
1125 Executive Circle, Suite 140
Irving, TX 75038

Address: **3929 California Parkway E**
PSW 2022 Opportunity Fund, LLC
1703 Peyco Dr. N
Arlington, TX 76001

Address: **3933 California Parkway E**
PSW 2022 Opportunity Fund, LLC
1703 Peyco Dr. N
Arlington, TX 76001

Address: **4201 California Parkway E**
United Land Holdings Ltd.
6400 Hartman Rd.
Forest Hill, TX 76119

Address: **4251 California Parkway E**
United Land Holdings Ltd.
6400 Hartman Rd.
Forest Hill, TX 76119

Address: **6401 Crawford Ln E**
Gerardo Palacios/Maria Maldonado
6401 Crawford Ln E
Forest Hill, TX 76119

Address: **6409 Crawford Ln E**
Gerardo Palacios/Maria Maldonado
6401 Crawford Ln E
Forest Hill, TX 76119

Address: **6400 Nell St.**
Miguel Loza
2607 Hopkins Dr.
Grand Prairie, TX 75052



January 13, 2025

Dear Sir or Madam:

The Forest Hill Planning and Zoning Commission will hold a public hearing on Monday, February 3, 2025 at 6:00 pm in the Forest Hill Council Chambers, located at 3219 California Parkway, Forest Hill, TX 76119. The Forest Hill City Council will conduct a second Public Hearing on these matters on Tuesday, February 4, 2025 at 6:00 pm in the Forest Hill Council Chambers located at 3219 California Parkway, Forest Hill, TX 76119. Any interested person will be allowed to appear and speak at the public hearing. The Planning and Zoning Commission is a recommending body only. The City Council is authorized to approve or deny the request. A copy of the request is available at Forest Hill City Hall in the Planning Office located at 3219 California Parkway, Forest Hill, TX 76119 or any other information may be acquired by calling (817) 568-3009.

Case #PZ 2025-01

To conduct a public hearing to receive citizen's comments regarding a Specific Use Permit to allow for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas, 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill LLC.

This letter is a notification of a public hearing of property that is within 200 feet of your property. You are not required to appear, but should you wish to address the Planning and Zoning Commission or City Council with comments on the proposed case, you will be afforded the opportunity to speak.

If you have any questions, please contact me at (817) 568-3009.

Thank you,

A handwritten signature in dark ink, appearing to be "Venus M. Wehle", written over a faint circular stamp.

Venus M. Wehle, PCED
City Manager
City Planner

CITY OF FOREST HILL
ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP AND THE ZONING CLASSIFICATION OF PROPERTY LEGALLY DESCRIBED AS BEING PART OF THE FOREST HILL BUSINESS PARK ADDITION, LOT 1R, BLOCK A, IN THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS ZONED LI (LIGHT INDUSTRIAL) TO ADD A SPECIFIC USE PERMIT TO ALLOW EXTENDED STAY HOTEL/MOTEL; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a public hearing before the Planning and Zoning Commission and the City Council was published in the official newspaper for the City of Forest Hill at least fifteen (15) days before such hearing; and

WHEREAS, public hearings to allow the Specific Use Permit at the property herein described were held before both the Planning and Zoning Commission (February 3, 2025) and the City Council (February 4, 2025), and the Planning and Zoning Commission has heretofore made a recommendation concerning the Specific Use Permit; and

WHEREAS, the City Council is of the opinion that the Specific Use Permit herein initiated furthers the purpose as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Forest Hill:

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

SECTION 1: That the Comprehensive Zoning Ordinance and Comprehensive Zoning Map of the City of Forest Hill, Texas, is hereby amended by granting a Specific Use Permit to allow Extended Stay Hotel/Motel at 4101 California Parkway East, legally described as being part of the Forest Hill Business Park Addition, Lot 1R, Block A, in the City of Forest Hill, Tarrant County, Texas.

SECTION 2: The Specific Use Permit established and described in the section herein shall be and is hereby made subject to the following condition(s) and requirement(s):

- (a) The Specific Use Permit shall be specific to the owner:

Akash Patel
4101 California Pkwy E.
Forest Hill, TX 76119

SECTION 3: The Specific Use Permit established and described in the section herein shall be and is hereby made subject to the following conditions and requirements:

1. The SUP shall be specific to the owner/applicant and may not be transferred to another person, entity, or location without the approval of the City Council of the City of Forest Hill, Texas.
2. Property must be platted.
3. Annual inspection of the building and all rooms required by the City of Forest Hill Building Official.
4. At the request of the City, all official booking documents relative to hotel tax revenue collection may be reviewed by authorized City officials.
5. All repairs to building must be properly permitted. This includes but is not limited to the elevator, plumbing, electrical, mechanical, HVAC, sprinklers, and any other work that may require repair.
6. Exterior of building must be maintained in an aesthetically pleasing manner and not fall into a state of disrepair.
7. Signage to maintained and operable at all times.
8. Parking lot and all improved surfaces must be maintained in an aesthetically pleasing manner and not fall into a state of disrepair.
9. No 18-wheeler parking on premises unless with valid room rental documentation.
10. No off-premise parking of vehicles, including trucks allowed at any time.
11. The building and all rooms including office and storage spaces cannot be used as an apartment or living quarters.
12. No on-site owner or manager apartment or living quarters allowed.
13. Rooms cannot be utilized as an "apartment" as defined in the City of Forest Hill Zoning Ordinance.
14. Rooms cannot be utilized as permanent living quarters.
15. Rooms cannot be operated as a personal business entity, such as selling food or other items.
16. No partial day rentals allowed.
17. All guest check-ins must be recorded in a system that retains guest identification and room assignments, accessible to city authorities if needed for verification.
18. Proper identification required at check-in. A copy of the ID is to be kept on file and be available if requested.
19. AC units, electrical breaker boxes, transformer units, and switch panels are to hidden from public view by decorative stone and/or decorative metal fencing.
20. Telephone system must ID room number when guests call 911.
21. Building to include interior & exterior cameras with web-based monitoring for Police and Fire Department. The system must be accessible from the web without having to download any special players, or software.
22. Camera recordings are to be made available to law enforcement and fire personnel upon request. Live view and recordings must be web accessible by Police and Fire Departments 24/7/365.

23. All landscaping must be irrigated and be maintained in an aesthetically pleasing manner.
24. Backflow testing required annually.
25. Lighting (exterior) must include:
 - ❖ Entire grounds must be well lit to make the grounds adequately visible
 - ❖ No shadowy areas; lighting does not reflect into the street, interfering with traffic visibility or adjacent residences.
26. Owner must submit emergency operations plan and a 24 hour contact to Police and Fire Departments.
27. Parking areas must be kept free from debris, trash, and stains at all times.
28. Trash receptacle must be enclosed and doors/gates to remain locked except on regularly scheduled pick up days; area surrounding the receptacle must be kept free from debris, trash and stains. Receptacles must be of adequate size to accommodate waste produced by customers.
29. The building must meet all fire safety requirements as set forth by the City of Forest Hill Fire Department, including routine fire inspections, and must maintain operational fire suppression and alarm systems at all times.
30. Hotel management must enforce a noise control policy to prevent disturbances to neighboring properties. This includes addressing guest noise complaints in a timely manner.
31. Security staff must be present on-site during peak hours to enhance guest and community safety, ensuring compliance with property rules and regulations.
32. Designate and enforce no-smoking areas in compliance with City health codes, including adequate signage and ventilation.
33. Regular pest control services must be conducted, and records of treatments should be maintained and made available upon request by City officials.
34. Ensure that all common areas and facilities are kept in clean, sanitary, and safe conditions as per City health and sanitation guidelines.
35. Ensure that areas such as maintenance rooms, utility rooms, and other non-guest areas are securely locked and restricted from guest access.
36. Develop and maintain a comprehensive fire safety and evacuation plan in accordance with IFC Chapter 4, Section 403.7.1.1. Conduct regular fire drills and staff training session to ensure preparedness.
37. Ensure all means of egress comply with IFC Chapter 10, including clear exit pathways, proper signage, and illumination.
38. Install and maintain automatic sprinkler systems and fire alarms as required by IFC Chapter 9, ensuring they are fully operational and regularly inspected.
39. Verify that the building provides adequate radio coverage for emergency responders, as stipulated in IFC Section 510.
40. Schedule and facilitate annual fire inspections by the City of Forest Hill Fire Department to ensure ongoing compliance with fire safety standards.
41. Maintain all emergency lighting and exit signage in accordance with IFC requirements, ensuring visibility and functionality during emergencies.

42. Properly store and manage any hazardous materials on-site, complying with IFC Chapter 50 regulations.
43. Maintain unobstructed access for fire department vehicles and personnel, as required by IFC Chapter 5.
44. Ensure that smoke control systems are installed and maintained per IFC Chapter 9 standards.
45. Violations of City codes or failure to comply with required annual inspections could result in the temporary or permanent revocation of the Certificate of Occupancy.
46. Violations of SUP stipulations could render Specific Use Permit null and void without necessity of hearing and the Certificate of Occupancy revoked.

SECTION 4: All ordinances, orders, or resolutions heretofore pass and adopted by the City Council of the City of Forest Hill, Tarrant County, Texas are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

SECTION 5: Any person, firm, or corporation violating any provision of this ordinance as read with the comprehensive zoning ordinance of the City of Forest Hill shall be deemed guilty of a misdemeanor the final conviction thereof fined an amount not to exceed \$2,000.00. Each and every day any such violation shall continue shall be a separate violation punishable hereunder.

SECTION 6: The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause of this ordinance an alternative method of publication as provided by law.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS THIS THE 4TH DAY OF FEBRUARY 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris
Asst. City Attorney

Mayor and Council Communication Public Hearing and Deliberation 7b

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: **Case #PZ 2025-02 Public Hearing**

To receive citizen's comments regarding a request to amend the Comprehensive Zoning Ordinance of the City of Forest Hill by changing the Official Zoning Map and the Zoning Classification of property legally described as being part of the Park Forest Addition, Block 4, Lot 2 in the City of Forest Hill, Tarrant County, Texas. Zoned GB (General Business) to add a Specific Use Permit to allow for Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820 in the City of Forest Hill, Tarrant County, Texas. The applicant is Yan Qin Lin of Mulan Asian Kitchen.

Case #PZ 2025-02 Deliberation

Discuss and consider action on Ordinance 2025-03, regarding a request to amend the Comprehensive Zoning Ordinance of the City of Forest Hill by changing the Official Zoning Map and the Zoning Classification of property legally described as being part of the Park Forest Addition, Block 4, Lot 2 in the City of Forest Hill, Tarrant County, Texas. Zoned GB (General Business) to add a Specific Use Permit to allow for Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820 in the City of Forest Hill, Tarrant County, Texas. The applicant is Yan Qin Lin of Mulan Asian Kitchen.

BACKGROUND: The applicant, Ms. Mingdeng Lin, is requesting permission to sell alcoholic beverages for on-premise consumption at the soon-to-be-opened Mulan Asian Kitchen located at 3328 SE Loop 820 in Forest Hill.

The suggested stipulations for the Specific Use Permit (SUP) are:

- (1) Owner shall abide by all City Ordinances and Regulations now in effect, or which shall be hereinafter enacted.
- (2) Owner shall abide by Texas House Bill 1024 relating to the pick-up and delivery of alcoholic beverages for off-premise consumption.
- (3) Specific Use Permit (SUP) shall be specific to the owner/applicant and shall not be transferred to another person, company, entity, or location.
- (4) On-premise alcohol sales shall be limited to liquor, beer and wine.
- (5) The business owner shall ensure that the business parking lot remains clear

of trash including but not limited to food containers, cans, bottles, broken glass and all other waste.

- (6) The building and parking lot where on-premise alcoholic beverages are sold must be well lit at all times.

The SUP stipulations have been provided to the owner and she has agreed to abide by them as you can see from the document in your meeting packet.

The case will be presented to the Planning and Zoning Commission on February 3, 2025. The Planning and Zoning Commission Chair will be present to provide the recommendation of the members of the Commission to the City Council.

FISCAL IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney as to form and legality.

ATTACHMENTS:

1. P & Z Case #2025-02 Background Information
2. Ordinance 2025-03 Specific Use Permit On-Premise Consumption 3228 SE Loop 820

MOTION:

Motion to approve or deny Ordinance 2025-03, regarding a request to amend the Comprehensive Zoning Ordinance of the City of Forest Hill by changing the Official Zoning Map and the Zoning Classification of property legally described as being part of the Park Forest Addition, Block 4, Lot 2 in the City of Forest Hill, Tarrant County, Texas. Zoned GB (General Business) to add a Specific Use Permit to allow for Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820 in the City of Forest Hill, Tarrant County, Texas. The applicant is Yan Qin Lin of Mulan Asian Kitchen.

SPECIFIC USE PERMIT APPLICATION

8219 California Pkwy, Forest Hill, TX 76119
Phone: (817) 806-4561 Fax: (817) 984-8254



NOTE: THE REQUEST IS FINAL ONLY WHEN THE FOREST HILL CITY COUNCIL HAS TAKEN FINAL ACTION ON IT. THE APPLICANT IS CAUTIONED NOT TO MAKE ANY FINANCIAL OR LEGAL COMMITMENTS TO THE PROPERTY UNTIL FINAL DISPOSITION OF THE REQUEST

DATE: _____

PROPERTY ADDRESS: 3228 SG Lwp 820

CITY: Forest Hill STATE: Texas ZIP CODE: 76140

LEGAL DESCRIPTION* (LOT, BLOCK & SUBDIVISION): PARK FOREST ADDITION BLOCK 4 LOT 2

NOTE: IF PROPERTY IS UNPLATTED, ATTACH METES AND BOUNDS DESCRIPTION TO APPLICATION AND PROVIDE ELECTRONIC COPY IN WORD DOCUMENT FORMAT)

AREA IN ACRES: 1.17 PRESENT ZONING: _____

PRESENT USE: Restaurant

DESCRIBE SPECIFIC USE REQUESTED: to serve wine and beer on premises

REASON FOR REQUEST: to obtain alcoholic beverage licensing

APPLICANT'S NAME: Yan Qin Lin

APPLICANTS ADDRESS: 104 Observation Dr W Aledo, Tx 76008

CITY, STATE, ZIP: Aledo, TX 76008

PHONE: 718-785-7006 ALTERNATE PHONE: _____

FAX: _____ EMAIL: mulanasiankitchen@gmail.com

OWNER'S NAME: Mingdeng Lin

OWNER'S ADDRESS: 3501 Twin pines Dr

CITY, STATE, ZIP: Fort Worth, TX 76244

PHONE: 917-688-9952 ALTERNATE PHONE: _____

FAX: _____ EMAIL: mdl1878@gmail.com

*AUTHORIZED REPRESENTATIVE: Jungin Qian

*Requires submittal of separate Authorized Representative form with application

REPRESENTATIVE'S ADDRESS: 11757 Merlotte Ln

CITY, STATE, ZIP: Fort Worth, TX 76244

PHONE: 432-312-6998 ALTERNATE PHONE: _____

FAX: _____ EMAIL: mulanasiankitchen@gmail.com

SPECIFIC USE PERMIT APPLICATION

PLEASE READ CAREFULLY BEFORE SIGNING:

I attest that the above information is true and accurate to the best of my knowledge that I am now or will be fully prepared to present the above proposal at the Planning and Zoning Commission and City Council hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I understand that in the event the undersigned is not present or represented at the public hearing the Planning and Zoning Commission and City Council shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by both the Planning and Zoning Commission and the City Council.

I reserve the right to withdraw this proposal at any such time, except during notice periods, upon written request filed with the Planning & Zoning Secretary and such withdrawal shall immediately stop all proceedings thereon; provided, however, withdrawal filed at any time after the giving of notice of the Planning and Zoning Commission hearing shall constitute a denial by the Commission and City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Attesting to inaccurate or false information on this zoning application can result in conviction of a misdemeanor and fine not to exceed \$2,000.

[Signature] DATE 12/13/2024
SIGNATURE OF PROPERTY OWNER

DATE _____
SIGNATURE OF PROPERTY OWNER

[Signature] DATE 12/13/2024
SIGNATURE OF AUTHORIZED REPRESENTATIVE

FILING FEE: \$500⁰⁰ DATE PAID: 12/18/24 RECEIVED BY: V. Wehle

PAYMENT TYPE: ☐ CASH ☐ CHECK NO. _____ ☒ CREDIT CARD

SET FOR P&Z AGENDA: Mon. Feb 3, 2025

SET FOR COUNCIL AGENDA: Tue. Feb 4, 2025

SPECIFIC USE PERMIT APPLICATION

DOCUMENTS REQUIRED

The items listed in the **Documents Required** checklist must be received no later than 5:00 PM on the submittal deadline (refer to schedule) and are required to qualify as an adequate submittal to be placed on the upcoming agenda. Upon determination of its inadequacy, the submittal will not be accepted and will be promptly returned to the applicant. For all Submittals, please submit **One (1) copy of all items**, unless otherwise noted. Blue or black line prints should be a **folded** 24" by 36" and **folded** 12" by 9". One 11" by 17" reduction of each plan is required with all submittals.

Staff Appl

- ☐ ☐ Specific Use Permit application
- ☐ ☐ A notarized letter from the property owner authorizing a representative to present the request, if the property owner will not be presenting the request.
- ☐ ☐ Non-refundable application fee of \$500.00
- ☐ ☐ Documents required checklist, completed and signed by applicant
- ☐ ☐ Technical requirements check list, completed and signed by applicant
- ☐ ☐ If request is for (a) portion of a platted lot or (b) an unplatted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by a licensed engineer or surveyor must be provided electronically in Microsoft word or compatible software and in hard copy
- ☐ ☐ A recorded copy of the Warranty Deed showing proof of ownership of the property with the volume and page number where it was filed with the Tarrant County Clerk.
- ☐ ☐ Original tax certificate(s) from the Tarrant County Tax Collector's Office (each costs \$10, payable at the tax office) proving that all property taxes have been paid.
- ☐ ☐ One (1) folded copies of the following, min. sheet size 18"x24", max. 24"x36":
 - Site layout (required)
 - Landscape Plan (required)
 - Building elevations (recommended)
- ☐ ☐ One (1) 11" by 17" reduction of each plan. (required)

Preparer's Signature:

Printed Name:

Date:


Jungil Kim
12/13/2024

SPECIFIC USE PERMIT APPLICATION

TECHNICAL REQUIREMENTS

The site layout plan should be drawn to scale and showing the general layout of the project, together with essential requirements such as off-street parking facilities, size, height, construction materials and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening using walls, fences and landscaping; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of 200 feet.

The following elements should be shown:

Staff Appl SITE LAYOUT (Required)

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Location map, north arrow, graphic scale |
| ☐ | ☐ | Building orientation |
| ☐ | ☐ | Access points, driveways and firelanes |
| ☐ | ☐ | Parking |
| ☐ | ☐ | Square footage of all buildings |
| ☐ | ☐ | Outside storage or display areas |
| ☐ | ☐ | Loading docks |
| ☐ | ☐ | Signage |
| ☐ | ☐ | Recycling and trash dumpsters |

LANDSCAPE PLAN (Required)

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | Landscape plan per Section 10.600 and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping and other screening |
|--------------------------|--------------------------|--|

BUILDING ELEVATIONS (Recommended)

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Building elevations of all sides, showing dimensions including height, building materials, color, texture, design |
|--------------------------|--------------------------|---|

Preparer's Signature: _____

Printed Name: _____

Date: _____

To Whom It May Concern,

I, Mingdeng Lin, the property owner of 3228 SE Loop 820, Forest Hill, TX, 76140, hereby authorized Junqiu Qian to act on my behalf in matters related to the Specific Use Permit application for the aforementioned property.

This authorization includes, but is not limited to, submitting the application, and proving any required documents or information regarding the request.

I affirm that Junqiu Qian is authorized to represent me in all aspects of this process and make statements on my behalf as necessary.

Sincerely,

Mingdeng Lin

A handwritten signature in black ink, appearing to be 'Mingdeng Lin', with a stylized, cursive script.


MARY LOUISE NICHOLSON
COUNTY CLERK

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(COM.)

(RECORD)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

Basic Information

Date: August 30, 2024

Grantor: Mingdeng TX LLC, a Texas limited liability company

Grantor's Mailing Address: 8105 Rasor Blvd, Ste 279, Plano, Texas 75024

Trustee: Tyler Murchison

Trustee's Mailing Address: 860 Washington Street, Natchitoches, Louisiana 71457

Lender: BOM Bank

Lender's Mailing Address: 8610 Fern Avenue, Shreveport, Louisiana 71105

Obligation:

Note

Date: August 30, 2024

Original principal amount: One Million Ninety Thousand and no/100 Dollars (\$1,090,000.00)

Borrower: Mingdeng TX LLC, a Texas limited liability company

Lender: BOM Bank

Maturity date: August 30, 2031

Other Debt: This conveyance is also made in trust to secure payment of all other present and future debts that Grantor may owe to Lender, regardless of how any other such debt is incurred or evidenced. Payment on all present and future debts of Grantor to Lender will be made at Lender's address, and the debts will bear interest as provided in notes or other evidences of debt that Grantor will give to Lender. This conveyance is also made to secure payment of any renewal or extension of any present or future debt that Grantor owes to Lender, including any loans and

Deed of Trust

Page 1

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(RECORD)

advancements from Lender to Grantor under the provisions of this deed of trust. When Grantor repays all debts owed to Lender, this deed-of-trust lien will terminate only if Lender releases this deed of trust at the request of Grantor. Until Lender releases it, this deed of trust will remain fully in effect to secure other present and future advances and debts, regardless of any additional security given for any debt and regardless of any modification.

Property (including any improvements):

The real property located in Tarrant County, Texas described in the attached **Exhibit A.**

Prior Lien: None.

Other Exceptions to Conveyance and Warranty: None.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;

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- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lender specifies;
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
- (iii) name the Lender as the person to be paid under the policy in the event of a loss;

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

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(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created

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by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already

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paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or

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immediately after the occurrence of any such default or commencement;
and

- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the dissolution of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the dissolution of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the dissolution of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the dissolution of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

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E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. This deed of trust also secures payment of any debt that Grantor may now owe to Lender. In addition, this deed of trust also secures payment of any debt that Grantor may subsequently owe to Lender and that arises while Grantor owns the Property.

E.20. Grantor agrees to deliver to Lender, at Lender's request from time to time, audited financial statements of Grantor and each guarantor of the Note prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct by the chief financial officer of Grantor.

E.21. Grantor warrants to Lender and agrees that the proceeds of the Note will be used Primarily for business or commercial purposes and not primarily for personal, family, or household purposes.

E.22. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

E.23. Grantor will furnish to Lender or other holder of the Note annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid. Grantor will annually furnish to Lender or other holder of the Note evidence of current paid-up insurance naming Lender or other holder of the Note as an insured.

E.24. Grantor agrees to allow Lender or Lender's agents to enter the Property at reasonable times and inspect it and any personal property in which Lender is granted a security interest by this deed of trust.

E.25. Grantor agrees to (1) keep at Grantor's address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (2) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (3), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.

E.26. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (1) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (2) comply with Grantor's obligations under this deed of trust and other documents; (3) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (4) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.

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E.27. Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default if Grantor transfers any of the Property to a person who is not a permitted transferee without Lender's consent or, if Grantor is not a natural person, if any person owning a direct or indirect interest in Grantor transfers such interest to a person that is not a "permitted transferee" without Lender's consent. "Permitted transferee" for a natural person means that person's spouse or children, any trust for that person's benefit or the benefit of the person's spouse or children, or any corporation, partnership, or limited liability company in which the direct and beneficial owner of all the equity interest is a natural person or that person's spouse or children or any trust for the benefit of them; and the heirs, beneficiaries, executors, administrators, or personal representatives of a natural person on the death of that person or on the incompetency or disability of that person for purposes of the protection and management of that person's assets; and for a person that is not a natural person, any other person controlling, controlled by, or under common control with that person.

E.28. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

E.29. Any act or occurrence that would constitute default under the terms of any lien superior to the lien securing the Note will constitute a default under this Deed of Trust securing the Note.

E.30. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantor, at Lender's request, agrees to reimburse Lender for the cost of any such appraisal. Lender agrees to deliver to Grantor a copy of any such appraisal within ten days of receipt of Grantor's reimbursement. If Grantor fails to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this deed of trust.

E.31. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.32. Grantor, at Lender's option, will deposit with Lender or other holder of the Note, in addition to the principal and interest installments a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property. These tax and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Grantor must pay any deficiency within 30 days after notice from Lender or other holder of the Note. Grantor's failure to pay the deficiency will constitute a default under this deed of trust.

E.33. Grantor will comply, in all material respects, with all valid governmental laws, ordinances and regulations applicable to the Property and its ownership, use and operation, including without limitation, all laws now or hereafter in effect pertaining to health, hygiene, the

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environment or environmental conditions on, under, or about the Property, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601, et seq, the Resource Conservation and Recovery Act, 42 USC §6901, et seq, the Clean Water Act, 33 USC §1251, et seq, the Clean Air Act, 42 USC §7401, et seq, the Federal Water Pollution Control Act, 33 USC §1251, et seq, and any similar state laws or ordinances, including without limitation, the Texas Water Code §26.001, et seq, the Texas Solid Waste Disposal Act, Texas Health and Safety Code §361.001, et seq, and regulations, rules, guidelines and standards promulgated pursuant to such laws, statutes and regulations, as amended from time to time (collectively "Environmental Laws"). Grantor represents and warrants to Lender that the Property is compliance with all Environmental Laws.

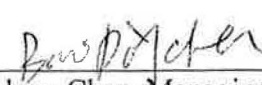
E.34. Grantor represents that this deed of trust and the Note are given for the following purposes: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor. The vendor's lien is transferred to Lender by the deed. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

E.35. Notwithstanding anything in the loan documents to the contrary, in the event any portion of the Property is determined to be in a special flood hazard area, the liens and security interests created by the loan documents shall not secure the repayment of any loans which are not expressly created by or under the loan documents.

E.36. Notwithstanding anything in the loan documents to the contrary, (i) any amounts advanced or disbursed by Lender to obtain collateral protection insurance; (ii) any expenses incurred or advanced by Lender for insuring, preserving or otherwise protecting the Property and its value; and (iii) any amounts disbursed or advanced and expenses incurred by Lender on behalf of Grantor or under the terms of this deed of trust will become additional debt secured by this deed of trust and will bear interest at the same rate as indicated in the Note from the date of disbursement of any such amounts until paid.

MINGDENG TX LLC, a Texas limited liability company

By: 
Mingdeng Lin, Managing Member

By: 
Baodong Chen, Managing Member

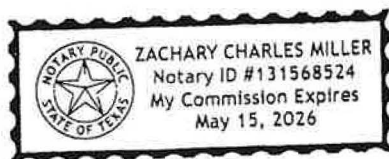
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(RECORD)

THE STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on August 30, 2024
by Mingdeng Lin, Managing Member of Mingdeng TX LLC, a Texas limited liability company.

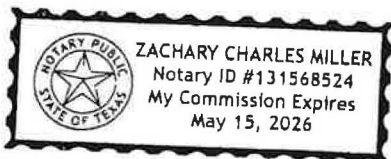


Zachary Charles Miller
Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on August 30, 2024
by Baodong Chen, Managing Member of Mingdeng TX LLC, a Texas limited liability company.



Zachary Charles Miller
Notary Public, State of Texas

LOAN ORIGATION ORGANIZATION:
NMLS ID:

BOM Bank
401531

LOAN ORIGINATOR:
NMLS ID:

Jonathan Wall
1852843

AFTER RECORDING RETURN TO:

BOM Bank
8610 Fern Avenue
Shreveport, Louisiana 71105
Loan No. 8500282-10

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(COM.)

(RECORD)

EXHIBIT A

Tract 1

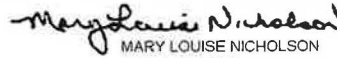
Being Lot 2, Block 4 of Park Forest, an addition to the City of Forest Hill, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas.

Tract 2

Easement Estate created in Reciprocal Easement Agreement executed by Forest Hill Joint Venture, a Texas joint venture and Forest Hill Lodging, Inc., a Texas corporation dated January 22, 1996, filed January 23, 1996, recorded in Volume 12237, Page 770, Deed Records, Tarrant County, Texas.

Tract 3

Easement Estate created in Reciprocal Easement Agreement executed by Forest Hills Lodging, Inc., a Texas corporation and Forest Hills Partners, a Texas limited partnership dated March 25, 1999, filed April 14, 1999, recorded in Volume 13759, Page 400, Deed Records, Tarrant County, Texas.


MARY LOUISE NICHOLSON
COUNTY CLERK

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TARRANT §

That **ROSS INVESTMENTS**, a California general partnership, whose address is 438 Iron Hill Street, Pleasant Hill, California 94523-5602 ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to Grantor by **MINGDENG TX LLC**, a Texas limited liability company ("**Grantee**"), whose address is 8105 Rasor Blvd, Ste 279, Plano, Texas 75024, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee to **BOM BANK** ("Lender") whose address is 860 Washington St, Natchitoches, LA, 71457 of that certain Promissory Note ("Note") of even date herewith, and payable to the order of Lender as therein provided, and bearing interest at the rate therein specified, the payment of which is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to **TYLER MURCHISON**, Trustee, on the Property (as defined below) the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, all of the real property situated in Tarrant County, Texas, described in the attached **Exhibit "A"**, together with all and singular the rights, title, interests and appurtenances pertaining to the Property, including (without limitation) all buildings, structures, fixtures, and improvements located thereon, and the interest of Grantor, if any, in and to any and all strips or gores, roads, easements, streets, and ways bounding the Property and all rights of ingress and egress thereto (all of the foregoing collectively, the "**Property**"), subject only to those matters described in the attached **Exhibit "B"**, to the extent, and only to the extent, that the same may still be in force and effect.

TO HAVE AND TO HOLD the Property, subject to those matters described in **Exhibit "B"** attached hereto, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS

RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY GRANTEE AND IS PURCHASING AND ACCEPTING THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES, AND COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY BE DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR.

The Vendor's Lien against, and superior title to, the Property is retained until the Note is fully paid according to its terms, at which time this Deed shall become absolute. The said Vendor's Lien and superior title herein retained are hereby transferred, assigned, sold and conveyed to Lender, its successors and assigns.

A proper proration having been made between Grantor and Grantee for the year of closing, Grantee hereby expressly assumes and agrees to pay any and all standby fees and taxes for the year 2024 and subsequent years.

This Deed is being executed by Grantor in counterparts both of which together shall be construed as and constitute a single instrument.

[Signature pages follow.]

[The remainder of this page is intentionally blank.]

EXECUTED to be effective as of the 12th day of August, 2024.

GRANTOR:

ROSS INVESTMENTS,
a California general partnership

By: Stuart W. Ross
Stuart W. Ross
Partner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss. MARTINEZ

COUNTY OF CONTRA COSTA)

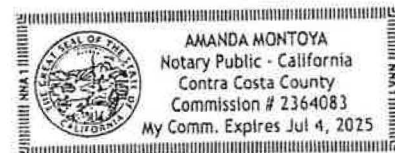
On August 6TH, 2024, before me, AMANDA MONTOYA, a Notary Public, personally appeared STUART W. ROSS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amanda Montoya [NOTARY SEAL]

My Commission Expires: JULY 4, 2025



EXECUTED to be effective as of the 12th day of August, 2024.

GRANTOR:

ROSS INVESTMENTS,
a California general partnership

By: Barry L. Ross

Barry L. Ross
Partner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) ss.

COUNTY OF Nevada)

On August 6, 2024, before me, Elizabeth Unruh, a Notary Public, personally appeared BARRY L. ROSS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth Unruh

[NOTARY SEAL]

My Commission Expires:

July 16, 2027



Exhibit "A"Legal Description

Tract 1

Being Lot 2, Block 4 of Park Forest, an addition to the City of Forest Hill, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas.

Tract 2

Easement Estate created in Reciprocal Easement Agreement executed by Forest Hill Joint Venture, a Texas joint venture, and Forest Hill Lodging, Inc., a Texas corporation, dated January 22, 1996, filed January 23, 1996, recorded in Volume 12237, Page 770, Deed Records, Tarrant County, Texas.

Tract 3

Easement Estate created in Reciprocal Easement Agreement executed by Forest Hills Lodging, Inc., a Texas corporation, and Forest Hills Partners, a Texas limited partnership, dated March 25, 1999, filed April 14, 1999, recorded in Volume 13759, Page 400, Deed Records, Tarrant County, Texas.

Exhibit "B"**Permitted Encumbrances**

1. Matters contained in instruments recorded in Volume 8676, Page 962 and Volume 9509, Page 1772, Deed Records, Tarrant County, Texas
2. The following items as shown on plat recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas:

Thirty-five foot building line
Fifteen foot building line
Fifteen foot utility easement
3. Drainage easement of variable width over and across the subject property as created by easement dated December 2, 1985, executed by Larry Gentry, Trustee to the State of Texas, recorded in Volume 8434, Page 249, Deed Records, Tarrant County, Texas and shown on plat recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas
4. Matters contained in that certain document

Entitled: Reciprocal Easement Agreement
Dated: January 22, 1996
Executed by: Forest Hill Joint Venture, a Texas joint venture, and Forest Hill Lodging, Inc., a Texas corporation
Recording Date: January 23, 1996
Recording No: in Volume 12237, Page 770, Deed Records, Tarrant County, Texas
5. Matters contained in that certain document

Entitled: Reciprocal Easement Agreement
Dated: March 25, 1999
Executed by: Forest Hill Lodging, Inc., a Texas corporation and Forest Hills Partners, a Texas limited partnership
Recording Date: April 14, 1999
Recording No: in Volume 13759, Page 400, Deed Records, Tarrant County, Texas
6. Matters contained in that certain document

Entitled: Sign Easement Agreement
Dated: April 8, 1999
Executed by: Forest Hill Lodging Inc. and Forest Hills Partners
Recording Date: April 14, 1999
Recording No: in Volume 13759, Page 397, Deed Records, Tarrant County, Texas
7. Matters contained in that certain document

Entitled: Judgment
Dated: October 19, 1959
Executed by: Gladys Hanger Abell and The State of Texas
Recording No: Volume 3416, Page 32, Real Property Records, Tarrant County, Texas; Shown on plat recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas

Which provides for, among other things: drainage easement.
8. Limitation on access to Interstate Highway 20, according to plat recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas.

Acknowledgment by Individual

State of

County of

Texas

Tarrant

On this 5th day of December, 20 24. Before me, Danira Lewis
Name of Notary Public

the undersigned Notary Public, personally appeared

Mingdeng Lin

Name of Signer(s)

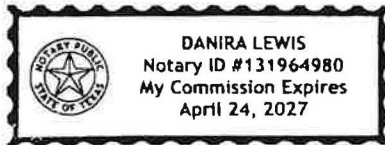
☐ Proved to me on the oath of _____

☐ Personally known to me

☒ Proved to me on the basis of satisfactory evidence Texas Driver License
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Notary Seal

Danira Lewis

(Signature of Notary Public)

My commission expires April 24, 2027

Optional: A thumbprint is only needed if state statutes require a thumbprint.

Right Thumbprint of Signer

Top of thumb here

For Bank Purposes Only

Description of Attached Document

Type or Title of Document

Specific Use of Knowledge Application

Document Date

Number of Pages

12/05/2024

7

Signer(s) Other Than Named Above

Account Number (if applicable)



F001-00000DSG5350-01



TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcountytx.gov
In God We Trust

WENDY BURGESS
PCAC, CSTA
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00007038879
AD NUMBER: 31563 4 2
CERTIFICATE NO : 140057966

COLLECTING AGENCY

WENDY BURGESS
PO BOX 961018
FORT WORTH TX 76161-0018

REQUESTED BY
MINGDENG TX LLC

8105 RASOR BLVD STE 279
PLANO TX 75024

DATE : 12/11/2024
FEE : \$10.00

PROPERTY DESCRIPTION

PARK FOREST ADDITION BLOCK 4 L
OT 2

0003228 SE LOOP 820
1.1673 ACRES

PROPERTY OWNER
MINGDENG TX LLC

8105 RASOR BLVD STE 279
PLANO TX 75024

PAGE 1 OF 1

YEAR	TAX UNIT	AMOUNT DUE
2024	CITY OF FOREST HILL	\$0.00
2024	Tarrant County	\$0.00
2024	JPS HEALTH NETWORK	\$0.00
2024	TARRANT COUNTY COLLEGE	\$0.00
2024	FORT WORTH ISD	\$0.00
TOTAL		\$0.00

ISSUED TO : MINGDENG TX LLC
ACCOUNT NUMBER: 00007038879
TOTAL CERTIFIED TAX: \$0.00

As Deputy Tax Assessor/Collector for Tarrant County , I do hereby certify pursuant to Texas Property Tax Code Section 31.08 that the delinquent taxes, penalties and attorney fees due for only the above described property are as listed below according to the current tax records. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions and other changes to the appraisal roll made subsequent to the issuance of this certificate.

This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

Patricia Jimenez Deputy



TRACT 1

LEGAL DESCRIPTION

BEING Lot 2, Block 4 of Park Forest, an addition to the City of Forest Hill, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas.

TRACT 2

Easement Estate created in Reciprocal Easement Agreement executed by Forest Hill Joint Venture, a Texas joint venture and Forest Hill Lodging, Inc., a Texas corporation dated January 22, 1996, filed January 23, 1996, recorded in Volume 12237, Page 770, Deed Records, Tarrant County, Texas.

TRACT 3

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SURVEYOR'S CERTIFICATION

To: Windeng TX LLC, a Texas limited liability company; BOM Bank; Ross Investments, a California General Partnership; Commonwealth Land Title Insurance Company and Commonwealth Title of Texas.

This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2 Land Title Survey.

William J. Johnson
Registered Professional Land Surveyor No. 5426



EASEMENT NOTES

The following matters are referenced to Commonwealth Land Title Insurance Company Commitment GF No. CWD-11C-2201240057-2M, Effective Date June 12, 2024, issued June 26, 2024.

1. Restrictive Covenants recorded in Volume 8676, Page 982, Deed Records, Tarrant County, Texas do not affect the subject property (expired by its own terms). Waiver of Restrictive Covenants recorded in Volume 9509, Page 1772 does not affect the subject property.

13. The following items as shown on plat recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas do affect the subject property and are shown hereon.

Thirty five foot building line
Fifteen foot building line
Fifteen foot utility easements

14. Drainage easement of variable width to the State of Texas recorded in Volume 8434, Page 248, Deed Records, Tarrant County, Texas and as shown on plat recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas does affect the subject property and is shown hereon.

15. Reciprocal Easement Agreement recorded in Volume 12237, Page 770, Deed Records, Tarrant County, Texas does affect the subject property. Access Easements created by said Agreement are shown hereon.

16. Reciprocal Easement Agreement recorded in Volume 13759, Page 400, Deed Records, Tarrant County, Texas does affect the subject property. (Blanket type easement-not plottable)

17. Sign Easement Agreement recorded in Volume 13759, Page 397, Deed Records, Tarrant County, Texas does affect the subject property and is shown hereon (approximate location).

18. Drainage Easement provided for in Judgment to the State of Texas recorded in Volume 3416, 32, Deed Records, Tarrant County, Texas and as shown on plat recorded in Cabinet A, Slide 3653, Plat Records, Tarrant County, Texas does affect the subject property and is shown hereon.

21. Limitation of access to Interstate Highway 20 (SE Loop 820) as noted on plat recorded in Cabinet A, Slide 3653 does affect the subject property and is noted hereon.

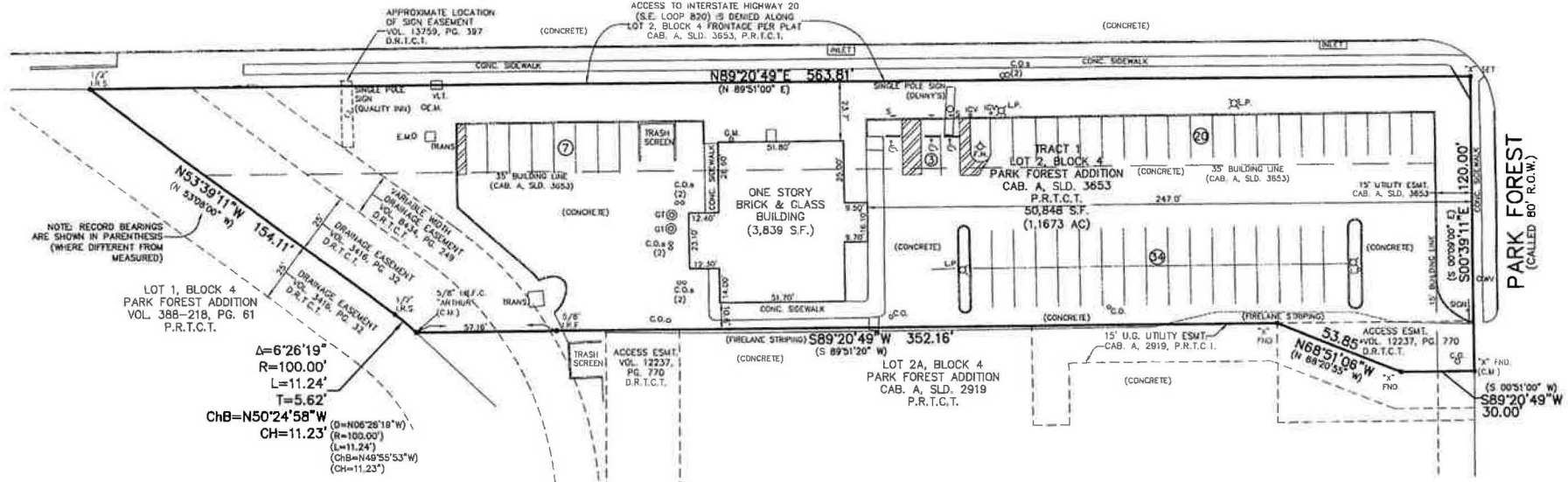
LEGEND

1/2" S.S.S.	1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JBI" S&I
(C.D.)	CONTROLLING KIOSK/STAMP
C.O.	CLEANOUT (SANITARY SEWER)
D.R.T.C.T.	DEED RECORDS, TARRANT COUNTY, TEXAS
ED	ELECTRIC BOX
ES	ELECTRIC SPLITTER
FW	FIRE HYDRANT
GM	GAS METER
GT	GRASS THAW
LCV	IRRIGATION CONTROL VALVE
L.F.C.	IRON ROD FOUND
L.P.	IRON ROD FOUND WITH CAP
P.R.T.C.T.	PLAT RECORDS, TARRANT COUNTY, TEXAS
PS	PAVE
R.O.W.	RIGHT OF WAY
VAL	VOLUME
WM	WATER METER
WW	WATER VALVE



NOTE: Bearings shown hereon are based on the Texas State Plane Coordinate System, North Central Zone (4202-NAD 83).

S.E. LOOP 820 (CALLED 120' R.O.W.)



NO.	REVISION	BY	DATE

JBI
PARTNERS

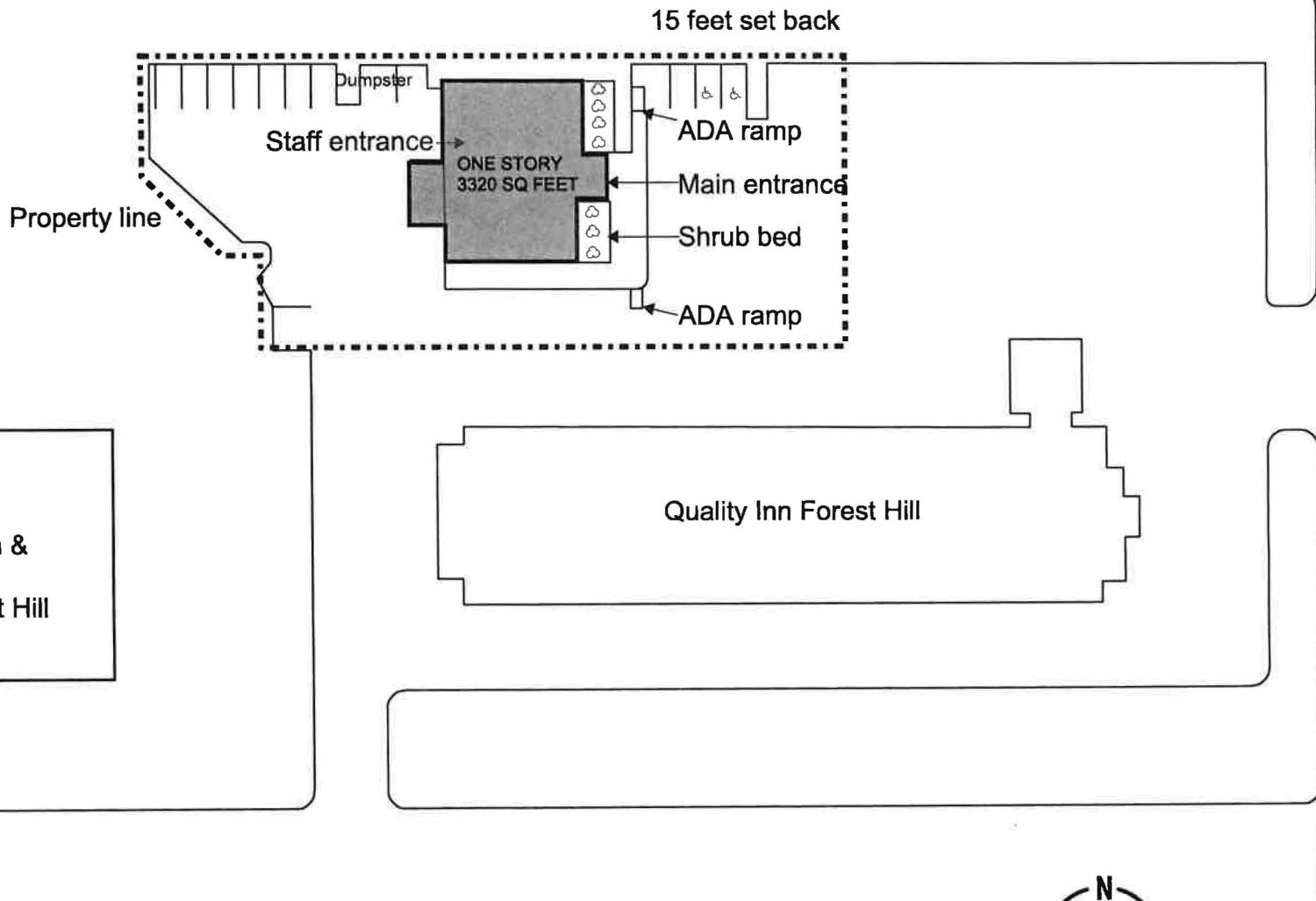
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

LAND TITLE SURVEY-1.1673 ACRES
JAMES MANN SURVEY-ABSTRACT 1031
LOT 2, BLOCK 4, PARK FOREST
Forest Hill, Tarrant County, Texas

PROJECT NO.	MDT001
SHEET NO.	1 OF 1
DATE	AUGUST 22, 2024



E California Pkwy, Forest Hill



LANDSCAPE PLAN 1: 100



SPECIFIC USE PERMIT STIPULATIONS:

The Specific Use Permit is hereby made subject to the following condition(s) and requirement(s) for On-premise consumption of alcoholic beverages.

The Specific Use Permit shall be specific to the owner:

Mingdeng Lin
3501 Twin Pines Dr.
Fort Worth, TX 76244

- (1) Owner shall abide by all City Ordinances and Regulations now in effect, or which shall be hereinafter enacted.
- (2) Owner shall abide by Texas House Bill 1024 relating to the pick-up and delivery of alcoholic beverages for off-premise consumption.
- (3) Specific Use Permit (SUP) shall be specific to the owner/applicant and shall not be transferred to another person, company, entity, or location.
- (4) On-premise alcohol sales shall be limited to liquor, beer and wine.
- (5) The business owner shall ensure that the business parking lot remains clear of trash including but not limited to food containers, cans, bottles, broken glass and all other waste.
- (6) The building and parking lot where on-premise alcoholic beverages are sold must be well lit at all times.

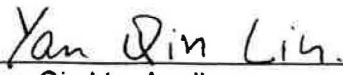
I have reviewed these stipulations and I agree to them for my application to the City of Forest Hill.



Mingdeng Lin, Owner

1/7/2025

Date



Yan Qin Lin, Applicant

1/7/2025

Date

SUP – 3328 SE Loop 820, Forest Hill, Texas

On-Premise Alcoholic Beverages - Mulan Asian Kitchen



**On-premise alcoholic beverage
consumption only for area inside
the red lines.**



Online Rendition will be available from your Dashboard starting Friday, January 3rd!

Account: 07038879

Address: 3228 SE LOOP 820

Export Property Page

Location

S 32°39'39.1"N 97°16'33.9"W

MP6F+8HV Forest Hill, Texas

Directions

Centennial Rd

Centennial F

View larger map



Map data ©2025 Google Report a map error

This map, content, and location of property is provided by Google Services.

Address: 3228 SE LOOP 820

City: FOREST HILL

Georeference: 31563-4-2

Subdivision: PARK FOREST ADDITION

Neighborhood Code: Food Service General

Latitude: 32.6608546282
Longitude: -97.2760695911
TAD Map: 2066-360
MAPSCO: TAR-092U

Property Data

Legal Description: PARK FOREST ADDITION Block 4 Lot 2

Jurisdictions:

CITY OF FOREST HILL (010)
TARRANT COUNTY (220)
TARRANT COUNTY HOSPITAL (224)
TARRANT COUNTY COLLEGE (225)
FORT WORTH ISD (905)

State Code: F1

Year Built: 1999

Personal Property Account: 13818325

Agent: None

Site Number: 80706673

Site Name: DENNYS

Site Class: FSRest - Food Service-Full Service Restaurant

Parcels: 1

Primary Building Name: DENNYS / 07038879

Primary Building Type: Commercial

Gross Building Area⁺⁺⁺: 3,013

Net Leasable Area⁺⁺⁺: 3,013

Percent Complete: 100%

Land Sqft^{*}: 50,848

Land Acres^{*}: 1.1673

Pool: N

+++ Rounded.

* This represents one of a hierarchy of possible values ranked in the following order: Recorded, Computed, System, Calculated.

Property Documents

Documents**2025 Documents**

This property does not exist on your Dashboard.

2024 Documents

Show Documents

 Owner Information**Current Owner:**

MINGDENG TX LLC

Primary Owner Address:

8105 RASOR BLVD STE 279

PLANO, TX 75024

Deed Date: 8/12/2024

Deed Volume:

Deed Page:

Instrument: D224156601

Previous Owners:**Name**

ROSS INVESTMENTS

Date

11/4/2005

Instrument

D205360066

Deed Volume

0000000

Deed Page

0000000

Name

DENARE LLC

Date

5/28/1999

Instrument

00138670000165

Deed Volumne

0013867

Deed Page

0000165

Name

WILLOW CREEK/BELTLINE LTD

Date

4/8/1999

Instrument

00137590000403

Deed Volumne

0013759

Deed Page

0000403

Name

FOREST HILLS PTNRS

Date

12/1/1998

Instrument

00135840000206

Deed Volumne

0013584

Deed Page

0000206

Name

FOREST HILL LODGING INC

Date

1/1/1997

Instrument

000000000000000

Deed Volume

0000000

Deed Page

0000000

\$ Values

This information is intended for reference only and is subject to change. It may not accurately reflect the complete status of the account as actually carried in TAD's database. [Tarrant County Tax Office Account Information](#).

Year

2025

Improvement Market

Value Pending

Land Market

Value Pending

Total Market

Value Pending

Total Appraised+

Value Pending

Year

2024

Improvement Market

\$495,512

Land Market

\$508,480

Total Market

\$1,003,992

Total Appraised+

\$1,003,992

Year

2023

Improvement Market

\$479,065

Land Market

\$508,480

Total Market

\$987,545

Total Appraised+

\$987,545

Year

2022

Improvement Market

\$328,197

Land Market

\$508,480

Total Market

\$836,677

Total Appraised+

\$836,677

Year

2021

Improvement Market

\$319,520

Land Market

\$508,480

Total Market

\$828,000

Total Appraised+

\$828,000

Year

2020

Improvement Market

\$319,520

Land Market

\$508,480

Total Market

\$828,000

Total Appraised+

\$828,000

Pending indicates that the property record has not yet been completed for the indicated tax year.

+ Appraised value may be less than market value due to state-mandated limitations of value increases.

Exemptions / Special Appraisal

There are no exemptions for this property

Per Texas Property Tax Code Section 25.027, this website does not include exemption information indicating that a property owner is 65 years of age or older for unauthorized individuals.

QUICK LINKS

[Home](#)
[My Dashboard](#)
[Create Account](#)

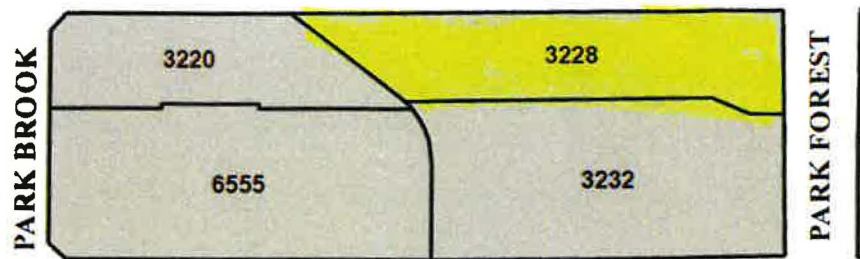
RESOURCES

[Forms](#)
[Interactive Maps](#)
[Calendar](#)
[Taxpayer Liaison](#)
[Property Tax Assistance](#)
[News](#)

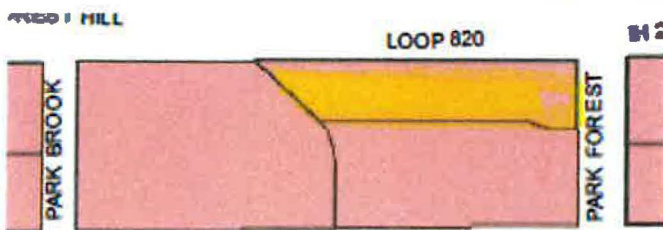
ABOUT

[Board of Directors](#)
[Tarrant Appraisal Review Board](#)
[Careers](#)
[Procurement](#)
[Quick Links](#)
[Take A Survey](#)

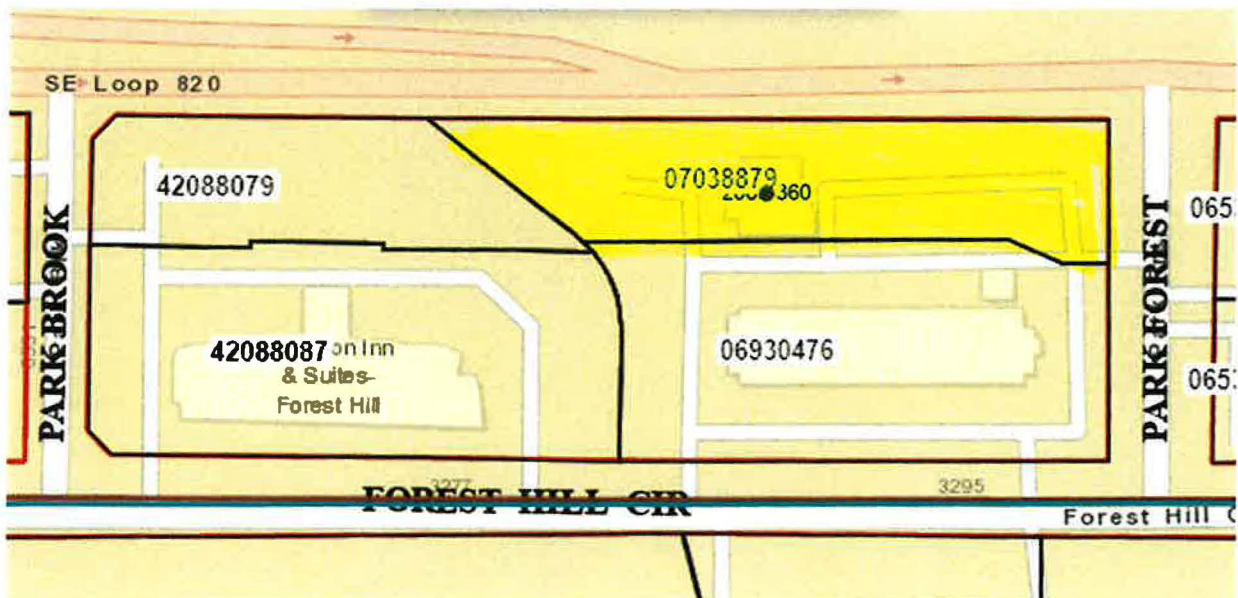
3228 SE Loop 820



FOREST HILL CIR



General Business



Entertainment, Recreation, and Food Uses	R1	R2	R3	R4	2F	MF	LR	GB	LI	HI	PD	Definition
Alcoholic Beverage Sales/Off-Premise Consumption							S	S	S	S	S	An establishment which offers to its patrons a variety of alcoholic beverages packaged for consumption away from the premises.
Alcoholic Beverage Sales/On-Premise Consumption							S	S	S	S	S	An establishment which offers to its patrons alcoholic beverages or mixed alcoholic beverages for consumption in opened containers or vessels.
Amusement Center, Indoor							X	X	X	X	X	A facility providing game equipment for entertainment and amusement as its primary source of income. Games contained in the facility may include coin-operated machines utilizing balls, pins, and baskets, video equipment, and pinball. Other equipment may include skill games such as pool, billiards, bowling, shuffleboard, darts, and batting cages. Any combination of these games may be used in the facility. Games of wagering and chance, including 8-liners, categorized as gambling are prohibited and not included in this use.
Amusement Center, Outdoor								S	X	X	X	An amusement enterprise offering entertainment or games of skill to the general public for a fee or charge wherein any portion of the activity takes place in the open which includes but is not limited to a miniature golf course, go-cart track, bumper boats, roller coasters, paint ball courses, and other associated entertainment type rides. This shall include water parks, amusement parks, carnivals, etc.
Assembly/Dance/Banquet Hall							X	X	X	X	X	A building and associated facilities for lease, rent or hire dedicated to social or recreational activities without the serving of alcohol.
Bakery (Retail)							X	X	X	X	X	An establishment which produces bakery goods and various confectionery items, such as rolls, bread, cakes, etc. for direct sale to the consumer.
Bar, Nightclub								S	S	S	S	A place where spirituous, vinous, malt or other alcoholic beverages are sold for consumption on premises; provided however, that incidental holding areas within restaurants for customers awaiting seating and in which alcoholic beverages are served shall not be construed to be "bars" so long as such holding area or areas do not exceed 25% of the total square footage of the restaurant, excluding kitchen areas, and the gross sales for alcoholic beverages within the restaurant excluding such holding areas do not exceed 20% of the gross receipts of the restaurant; and, further, provided that restaurants which derive 20% or less of their gross receipts from the sale of alcoholic beverages shall not be construed to be "bars".
Batting Cages								X	X	X	X	A private, commercial enterprise offering outdoor batting cages to the general public for a fee or charge.
Bingo Establishment								S	S	S	S	An establishment, operated by a licensed non-profit organization, which offers a specific game of chance, commonly known as bingo or lotto, in which prizes are awarded on the basis of designated numbers or symbols on a card conforming to number or symbols selected at random. Establishment and operators must meet all regulations as required by the Texas Alcoholic Beverage Commission.
Bowling Alley								X	X	X	X	A facility housing a series of wooden lanes on which a hard ball is rolled down in an effort to knock down wooden pins, usually having facilities for food or drink. Should this use include the selling of alcoholic beverages, then a Specific Use Permit shall be required.
Cafeteria/Cafe/Restaurant/Fast Food							X	X	X	X	X	A commercial eating establishment where snacks or meals are vended for consumption primarily on the premises. This definition is intended to include establishments with delivery offered to automobiles away from the main building.



Document reference ID : 438945

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 438945
Applicant Name: Qin Lin TX LLC
License Type applied for: Wine and Malt Beverage Retailer's On-Premise Permit (BG)

Entity Information

Business Structure: Limited liability company
FEIN/SSN Number: 994111830
Member Managed or Manager Managed: Member Managed
Historically Underutilized Business: No
Veteran-owned business: No
Fraternal Owned: No
Secretary of State Filing Number: 805632777
Date Filed: 7/22/2024
Filing State: TX

Primary Business Entity Contact Information

Legal First Name: Junqiu
Legal Middle Name: Qian
Email Address: mulanasiankitchen@gmail.com
Phone Number: 432-312-6998

Initial Application Information

Authority Type:

I am a principal or authorized user with binding authority

Prefix:

Ms

Legal First Name:

Junqiu

Legal Last Name:

Qian

Email Address:

mulanasiankitchen@gmai.com

Phone Number:

432-312-6998

Principal Parties

Principal Parent Entity	Principal Party	Role	Ownership %	Action
Qin Lin TX LLC	Yan Qin Lin	Manager and/or Officer	100	Edited

Basic Business information

Business/Trade Name: Mulan Asian Kitchen

Business Type Restaurant

Location's Phone Numbers

Business Phone Number 432-312-6998

Location Address

Address: 3228 SE Loop 820, Forest Hill, TX, United States, Tarrant 76140

Is your location within city limits? Yes

Mailing Address Information

Address: 3228 SE Loop 820, Forest Hill, TX, United States, Tarrant 76140

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? No

Do you anticipate alcoholic beverage sales to be 75% or more of the gross revenue of the business applying for a license/permit in this application? No

Will your business be located within 300 feet, as measured in a straight line, from the nearest point on a property line of a residence, church, school, hospital, day-care facility, or social service facility? No

Section 11.52 or 69.15 of the Alcoholic Beverage Code requires you to give notice to all tenants or property owners affected in the 300 feet area that an application has been made within 5 days after filing this application. TABC's licensing division will request a copy of the notice before completing the processing of your application. Do you understand and agree to follow this requirement? Yes

Location Additional Information

Is the proposed location in a hotel or motel?	No
Alcohol percentage	Up to 14%

Sixty Day Sign Requirements

Posted the 60 day sign: No

Refuting reason: Have not posted sign yet due to city's requirement . Once applied to TABC, the city will review my case, once approved, will post the sign for 60 days.

Projected Sales Information

Sales Year: 2025

Alcohol Sale: \$48,000.00

Food Sales: \$2,160,000.00

Total Sales: \$2,208,000.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? No

Are you operating under? Lease

Franchise Agreement

Do you or anyone else at the location operate under a franchise agreement? No

Are there any agreements, exclusive of a franchise agreement, which involve alcohol in any way? No

Shared premise information

Do you share the premises with another business entity? No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Building	Lessor	MINGDENG TX LLC

Location Diagram

Will the license or permit embrace the entire location address? Yes



CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "**wet**" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

MB Mixed Beverage Permit

MB/FB Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)

BG/FB Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)

BG Wine and Beer Retailer's Permit - **Election for given location was held for:**
 ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
 ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

BE/FB Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk

_____, TEXAS
City

S E A L



CERTIFICATE OF COUNTY CLERK FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is in a "wet" and is not prohibited by any valid order of the Commissioner's Court.

MB Mixed Beverage Permit

MB/FB Mixed Beverage Restaurant Permit with Required Food and Beverage Certificate

BG/FB Wine and Beer Retailer's Permit with Required Food and Beverage Certificate

BG Wine and Beer Retailer's Permit - **Election for given location was held for:**

legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999

legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

BE Beer Retail Dealer's On-Premise License

BE/FB Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

I hereby refuse on this _____ day of _____, 20_____ to certify this location.

SIGN HERE

County Clerk

County

SEAL

**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES**

I hereby certify on this _____ day of _____, _____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number

Outlet Number

Print Name of Comptroller Employee

Print Title of Comptroller Employee

SIGN HERE

Comptroller Representative

_____, TEXAS
City

SEAL



PUBLISHER'S AFFIDAVIT	
Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	
Signature of Notary Public	
S E A L	
ATTACH PRINTED COPY OF THE NOTICE	



January 09, 2025

Commercial Recorder

ATTN: Legal Notices

Via email: recorder@flash.net; commercialrecorder@gmail.com

Dear Sir or Madam:

Please publish the following Legal Notice in the Monday, January 13, 2025 issue of the *Commercial Recorder*. This notice will run for one day only. The invoice may be sent to the City of Forest Hill Permit and Planning Department for processing at 3219 California Parkway, Forest Hill, TX 76119.

Legal Notice

Notice of Public Hearings

The Forest Hill Planning and Zoning Commission will hold the first of two Public Hearings on Monday, February 3, 2025 at 6:00 p.m. in the Forest Hill Council Chambers, located at 3219 California Parkway, Forest Hill, TX 76119. The Forest Hill City Council will conduct the second Public Hearing on this matter on Tuesday, February 4, 2025 at 6:00 p.m. in the Forest Hill Council Chambers located at 3219 California Parkway, Forest Hill, TX 76119. Any interested person will be allowed to appear and speak at the public hearing. The Planning and Zoning Commission is a recommending body only. The City Council is authorized to approve or deny the request. A copy of the request is available at Forest Hill City Hall in the Planning Office located at 3219 California Parkway, Forest Hill, TX 76119 or any other information may be acquired by calling (817) 568-3009.

1. Case #PZ 2025-02:

To conduct a public hearing to receive citizen's comments regarding a request to amend the Comprehensive Zoning Ordinance of the City of Forest Hill by changing the Official Zoning Map and the zoning classification of property legally described as being part of the Park Forest Addition, Block 4, Lot 2 in the City of Forest Hill, Tarrant County, Texas zoned GB (General Business) to add a Specific Use Permit to allow for Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820 in the City of Forest Hill, Tarrant County, Texas. The applicant is Yan Qin Lin of Mulan Asian Kitchen.

If you have any questions, please contact me at (817) 568-3009 or via email at vwehle@foresthilltx.org.

Thank you,

Venus M. Wehle, PCED

Venus M. Wehle, PCED

City Manager

City Planner

Commercial RECORDER

Court and Commercial Daily

ESTABLISHED 1903

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Low on Cash

by Daris Howard

Having ten children and quite a few foster children, there were times when the money for our family seemed like it should have been on the endangered species list. But by working hard and budgeting carefully, we always got by. But one day, I had some significant concerns.

I was working at my office during my lunch break at the college when I received a call.

"Hello, is this Daris?" the man on the other end asked. "It is," I replied.

"This is Frank Hamblin at the dealership."

I knew Frank well, and it was definitely his voice. One thing about living in a rural community, I knew nearly everyone at the businesses in town. But I still couldn't figure out what truck he was talking about.

"So, did my wife bring our pickup in for an oil change or something?" I asked.

He laughed. "No. This is the new pickup that came in today on the car transport. Your wife

When we were first married, we found the perfect way to budget. If I wanted something of cows, a horse, some lambs, expensive, Donna said we couldn't afford it. If she wanted love a truck like that, but I was something expensive, I said the same thing. That pretty much what I needed. But one thing I took care of things. There were a few times I had purchased a gift for it. I felt even more confused. for her as a surprise that was a bit more than we usually spent, but we are talking a couple hundred dollars, not thousands. I could hardly get my voice to work. "The new pickup?" questioned.

Our "farm" consisted of less than four acres, with a couple of cows, a horse, some lambs, and a bunch of chickens. I would love a truck like that, but I was sure my little pickup would do the same thing. But one thing I called him.

"About that new truck," he said. "I was talking to the other salesman and realized I had the wrong person. The last name was the same, he worked at the college, and his wife was named Donna. I'm sorry about the confusion."

"Thanks," I said. "But I drove a

the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

12-30 1-6-13-20

**THE STATE OF TEXAS
DISTRICT COURT,
TARRANT COUNTY
CITATION BY
PUBLICATION**

Cause No. 324-760830-24
INRE ANTONIO MAYAKEN MUNOZ

TO: ALONDRA PEREZ And to all whom it may concern GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and PETITION IN SOIT AFFECTING THE PARENT-CHILD RELATIONSHIP a default judgment may be taken against you. The Petition of MARIA GUADALUPE ROCHA DE MUNOZ as Petitioner Was filed in 324th Court of Tarrant County, Texas; on 6th day of December, 2024 Against ALONDRA PEREZ numbered 324-760830-24, and entitled: INRE ANTONIO MAYAKEN MUNOZ, the suit requests THE COURT TO MAKE CONSERVATORSHIP ORDERS NAMING MARIA GUADALUPE ROCHA DE MUNOZ NONPARENT SOLE MANAGING CONSERVATOR OF THE CHILD. Said child was born on THE 13TH DAY OF JANUARY, 2023 -ANTONIO MAYAKEN MUNOZ

The court has authority in this suit to enter any judgment or decree in the child's interest which will be binding upon you, including the termination of the parent-child relationship, the determination of paternity and the appointment of a conservator with authority to consent to the child's adoption.

Herein Fail not, but on the return hereinabove named have you then and there before said Court, this Writ, with your return thereon, showing how you have executed the same.

THE STATE OF TEXAS
To the Sheriff, Constable or Clerk of the Court of any County of the State of Texas, Greeting: You are hereby commanded to serve the foregoing Citation by making publication thereof in some newspaper, of legal circulation,

publication by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and ORIGINAL PETITION TO TERMINATE THE PARENT-CHILD RELATIONSHIP a default judgment may be taken against you. The Petition of AMERICAN ADOPTIONS OF TEXAS as Petitioner Was filed in 325th Court of Tarrant County, Texas; on 25th day of November, 2024 Against THOMAS JOAQUIN SANCHEZ numbered 325-760458-24, and entitled: INRE: A CHILD, the suit requests TERMINATION OF THE PARENT-CHILD RELATIONSHIP. Said child was born on THE 11TH DAY OF NOVEMBER, 2024 -LOVE DEVINE LOPEZ

The court has authority in this suit to enter any judgment or decree in the child's interest which will be binding upon you, including the termination of the parent-child relationship, the determination of paternity and the appointment of a conservator with authority to consent to the child's adoption.

THE STATE OF TEXAS
To the Sheriff, Constable or Clerk of the Court of any County of the State of Texas, Greeting: You are hereby commanded to serve the foregoing Citation by making publication thereof in some newspaper, of legal circulation, published in the County of Tarrant, once a week for four consecutive weeks before the hearing, the first publication to be at least 20 days before the return day of the Citation.

Herein Fail not, but on the return hereinabove named have you then and there before said Court, this Writ, with your return thereon, showing how you have executed the same.

THE STATE OF TEXAS
To the Sheriff, Constable or Clerk of the Court of any County of the State of Texas, Greeting: You are hereby commanded to serve the foregoing Citation by making publication thereof in some newspaper, of legal circulation,

publication by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and ORIGINAL PETITION TO TERMINATE THE PARENT-CHILD RELATIONSHIP a default judgment may be taken against you. The Petition of AMERICAN ADOPTIONS OF TEXAS as Petitioner Was filed in 325th Court of Tarrant County, Texas; on 25th day of November, 2024 Against THOMAS JOAQUIN SANCHEZ numbered 325-760458-24, and entitled: INRE: A CHILD, the suit requests TERMINATION OF THE PARENT-CHILD RELATIONSHIP. Said child was born on THE 11TH DAY OF NOVEMBER, 2024 -LOVE DEVINE LOPEZ

THE STATE OF TEXAS
To the Sheriff, Constable or Clerk of the Court of any County of the State of Texas, Greeting: You are hereby commanded to serve the foregoing Citation by making publication thereof in some newspaper, of legal circulation, published in the County of Tarrant, once a week for four consecutive weeks before the hearing, the first publication to be at least 20 days before the return day of the Citation.

Herein Fail not, but on the return hereinabove named have you then and there before said Court, this Writ, with your return thereon, showing how you have executed the same.

Issued and given under my hand and seal of said Court at Tarrant County, Texas, this 11th day of December, 2024. THOMAS A. WILDER, Clerk of District Courts of Tarrant County, Texas By /s/ Rodrigo Munoz, Deputy

THE STATE OF TEXAS
To the Sheriff, Constable or Clerk of the Court of any County of the State of Texas, Greeting: You are hereby commanded to serve the foregoing Citation by making publication thereof in some newspaper, of legal circulation,

publication by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and ORIGINAL PETITION TO TERMINATE THE PARENT-CHILD RELATIONSHIP a default judgment may be taken against you. The Petition of AMERICAN ADOPTIONS OF TEXAS as Petitioner Was filed in 325th Court of Tarrant County, Texas; on 25th day of November, 2024 Against THOMAS JOAQUIN SANCHEZ numbered 325-760458-24, and entitled: INRE: A CHILD, the suit requests TERMINATION OF THE PARENT-CHILD RELATIONSHIP. Said child was born on THE 11TH DAY OF NOVEMBER, 2024 -LOVE DEVINE LOPEZ

Herein Fail not, but on the return hereinabove named have you then and there before said Court, this Writ, with your return thereon, showing how you have executed the same.

Issued and given under my hand and seal of said Court at Tarrant County, Texas, this the December 13, 2024.

THOMAS A. WILDER, Clerk of District Courts of Tarrant County, Texas By /s/ Natalie Thigpen, Deputy

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

12-30 1-6-13-20

Liquor Permits

An Application has been made for a Food and Beverage Certificate and Mixed Beverage Permit for Bliss Wine Bar LLC doing business as Poured-Wine, Beer & Bubbly located at 1601 E. Debbie Lane, Suite 1105, Mansfield, Tarrant County, Texas

**Miscellaneous
Notices**

**TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
Consolidated Notice of Receipt of Application and Intent to Obtain Permit and Notice of Application and Preliminary Decision**

Air Quality Standard Permit for Concrete Batch Plants Proposed Registration No. 1678041004

Application. Holcim - SQR, Inc., has applied to the Texas Commission on Environmental Quality (TCEQ) for an Air Quality Standard Permit, Registration No. 1678041004, which would authorize construction of a concrete batch plant located using the following directions: From the intersection of Timberland Boulevard and Highway 35 West in Fort Worth, head East on Timberland Boulevard for approximately 0.3 miles. Turn left onto North Riverside Drive and continue for approximately 0.9 miles. The batch plant will be on the left side of the road, Fort Worth, Tarrant County, Texas 76177. This application is being processed in an expedited manner, as allowed by the commission's rules in 30 Texas Administrative Code, Chapter 101, Subchapter J.

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/air/newsourcesreview/air-permits-pendingpermit-apps>. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For exact location, refer to application. <https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.308266,32.951835&level=13>. The proposed facility will emit the following air contaminants: particulate matter including (but not limited to) aggregate, cement, road dust, and particulate matter with diameters of 10 microns or less and 2.5 microns or less.

This application was submitted to the TCEQ on January 6, 2025. The executive director

a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing. If a public meeting is held, the deadline to submit public comments is extended to the end of the public meeting.

Contested Case Hearing. You may request a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court. Unless a written request for a contested case hearing is filed within 30 days from this notice, the executive director may approve the application.

A person who may be affected by emissions of air contaminants from the facility is entitled to request a hearing. To request a hearing, a person must actually reside in a permanent residence within 440 yards of the proposed plant. If requesting a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number; (2) applicant's name and registration number; (3) the statement "[i/we] request a contested case hearing"; (4) a specific description of how you would be adversely affected by the application and air emissions from the facility in a way not common to the general public; (5) the location and distance of your property relative to the facility; (6) a description of how you use the property which may be impacted by the facility; and (7) a list of all disputed issues of fact that you submit during the comment period. If the request is made by a group or association, one or more members who have standing to request a hearing must be identified by name and physical address. The interests which the group or association seeks to protect must be identified. You may submit your proposed adjustments to the application which would satisfy your concerns. See Contacts

PUBLIC NOTICE
1ST NOTICE REF #165549
2007 GREAT DANE TRAILER, WHITE VIN # 1GRAA06277W702968 LICENSE PLATE N/A IMPOUNDED ON 1/7/2025 FROM 2500 TEXAS 76177 Total fees as of 1/9/2025 are \$ 786.60 and is stored at ABC Wrecker Service at 6831 Old Randall Mill Rd, Ft Worth, TX 76120. 817-498-2125 TDLR VSF Lic No #0649980VSF TDLR website www.tdlr.texas.gov

Contacts. Public comments and requests must be submitted either electronically at www14.tceq.texas.gov/epic/eComment/, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this application or the permitting process, please call the TCEQ Public Education Program toll free at 1-800-687-4040 or visit their website at www.tceq.texas.gov/gato/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Holcim - SQR, Inc., 15900 Donley Road, Addison, TX 75001-4243 or by calling Mrs. Rebecca Finke, Environmental Manager with Holcim-SQR, Inc. at (469) 657-8081.

Notice Issuance Date: January 9, 2025

PUBLIC NOTICE
1ST NOTICE REF #165549
2007 GREAT DANE TRAILER, WHITE VIN # 1GRAA06277W702968 LICENSE PLATE N/A IMPOUNDED ON 1/7/2025 FROM 2500 TEXAS 76177 Total fees as of 1/9/2025 are \$ 786.60 and is stored at ABC Wrecker Service at 6831 Old Randall Mill Rd, Ft Worth, TX 76120. 817-498-2125 TDLR VSF Lic No #0649980VSF TDLR website www.tdlr.texas.gov

Public Notice
Notice of Auction on 01/14/2025 @ 10:00am 1987 Bayliner Tide Craft Boat 17'10", Gas, TX#3833EL Serial #BVLC25FMG788. Boat auction will be held by Abandoned Vehicle Impound Systems at 10019 Harmon Road, Fort Worth, TX 76177. Sold as is. Cash only.

All bids must be submitted electronically via Public Purchase.

Bids will be publicly opened at 2:00 PM Tuesday, February 11, 2025, in the Development Services Public Conference Room at NRH City Hall, 4301 City Point Drive, North Richland Hills, TX 76180.

The City of North Richland Hills reserves the right to reject any and all RFB responses and act in the best interest of the City of North Richland Hills.

1-10-13

City of Forest Hill

Legal Notice

Notice of Public Hearings

The Forest Hill Planning and Zoning Commission will hold the first of two Public Hearings on Monday, February 3, 2025 at 6:00 p.m. in the Forest Hill Council Chambers, located at 3219 California Parkway, Forest Hill, TX 76119. The Forest Hill City Council will conduct the second Public Hearing on this matter on Tuesday, February 4, 2025 at 6:00 p.m. in the Forest Hill Council Chambers located at 3219 California Parkway, Forest Hill, TX 76119. Any interested person will be allowed to appear and speak at the public hearing. The Planning and Zoning Commission is a recommending body only. The City Council is authorized to approve or deny the request. A copy of the request is available at Forest Hill City Hall in the Planning Office located at 3219 California Parkway, Forest Hill, TX 76119 or any other information may be acquired by calling (817) 568-3009.

1. Case #PZ 2025-01:
To conduct a public hearing to receive citizen's comments regarding a Specific Use Permit to allow for an Extended Stay Hotel/Motel in a "LI" Light Industrial zoning district. The property is commonly known as 4101 California Parkway East, Forest Hill, Texas, 76119 with the legal description being Lot 1R, Block A of the Forest Hill Business Park Addition in the City of Forest Hill, Tarrant County, Texas as requested by PH Forest Hill LLC.

1-13



**PZ Case #2025-02
200 foot letters
3228 SE Loop 820**

Applicant: Yan Qin Lin
104 Observation Dr. W
Aledo, TX 76008

Address: **3301 Forest Hill Circle**
Tanner -Mayhall, LLC
1808 Harwood Ct.
Hurst, TX 76054

Address: **3220 SE Loop 820**
Forest Hills Hospitality LP
2908 Sunset Hills Ct.
Arlington, TX 76012-3461

Address: **3232 SE Loop 820**
Om Shanti Dr LLC
3232 SE Loop 820
Forest Hill, TX 76140

Address: **3300 SE Loop 820**
Romantix-Forest Hill Inc.
4655 N. Colorado Blvd.
Denver, CO 80216

Address: **6555 Park Brook**
Forest Hills Hospitality LP
2908 Sunset Hills Ct.
Arlington, TX 76012-3461



January 13, 2025

Dear Sir or Madam:

The Forest Hill Planning and Zoning Commission will hold a public hearing on Monday, February 3, 2025 at 6:00 pm in the Forest Hill Council Chambers, located at 3219 California Parkway, Forest Hill, TX 76119. The Forest Hill City Council will conduct a second Public Hearing on these matters on Tuesday, February 4, 2025 at 6:00 pm in the Forest Hill Council Chambers located at 3219 California Parkway, Forest Hill, TX 76119. Any interested person will be allowed to appear and speak at the public hearing. The Planning and Zoning Commission is a recommending body only. The City Council is authorized to approve or deny the request. A copy of the request is available at Forest Hill City Hall in the Planning Office located at 3219 California Parkway, Forest Hill, TX 76119 or any other information may be acquired by calling (817) 568-3009.

Case #PZ 2025-02

To conduct a public hearing to receive citizen's comments regarding a request to amend the Comprehensive Zoning Ordinance of the City of Forest Hill by changing the Official Zoning Map and the zoning classification of property legally described as being part of the Park Forest Addition, Block 4, Lot 2 in the City of Forest Hill, Tarrant County, Texas zoned GB (General Business) to add a Specific Use Permit to allow for allow for Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820 in the City of Forest Hill, Tarrant County, Texas. The applicant is Yan Qin Lin of Mulan Asian Kitchen.

This letter is a notification of a public hearing of property that is within 200 feet of your property. You are not required to appear, but should you wish to address the Planning and Zoning Commission or City Council with comments on the proposed case, you will be afforded the opportunity to speak.

If you have any questions, please contact me at (817) 568-3009.

Thank you,

A handwritten signature in black ink, appearing to be "Venus M. Wehle", written over a horizontal line.

Venus M. Wehle, PCED
City Manager
City Planner

CITY OF FOREST HILL
ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP AND THE ZONING CLASSIFICATION OF PROPERTY LEGALLY DESCRIBED AS BEING PART OF THE PARK FOREST ADDITION, BLOCK 4, LOT 2, IN THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS ZONED GB (GENERAL BUSINESS) TO ADD A SPECIFIC USE PERMIT TO ALLOW ALCOHOL BEVERAGE SALES FOR ON-PREMISE CONSUMPTION; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a public hearing before the Planning and Zoning Commission and the City Council was published in the official newspaper for the City of Forest Hill at least fifteen (15) days before such hearing; and

WHEREAS, public hearings to allow the Specific Use Permit at the property herein described were held before both the Planning and Zoning Commission (February 3, 2025) and the City Council (February 4, 2025), and the Planning and Zoning Commission has heretofore made a recommendation concerning the Specific Use Permit; and

WHEREAS, the City Council is of the opinion that the Specific Use Permit herein initiated furthers the purpose as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Forest Hill:

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

SECTION 1: That the Comprehensive Zoning Ordinance and Comprehensive Zoning Map of the City of Forest Hill, Texas, is hereby amended by granting a Specific Use Permit to allow Alcoholic Beverage Sales/On-Premise Consumption at 3228 SE Loop 820, legally described as being part of the Park Forest Addition, Block 4, Lot 2, in the City of Forest Hill, Tarrant County, Texas.

SECTION 2: The Specific Use Permit established and described in the section herein shall be and is hereby made subject to the following condition(s) and requirement(s):

- (a) The Specific Use Permit shall be specific to the owner:

Mingdeng Lin
DBA Mulan Asian Kitchen
3228 SE Loop 820
Forest Hill, TX 76140

SECTION 3: The Specific Use Permit established and described in the section herein shall be and is hereby made subject to the following conditions and requirements:

- (1) Owner shall abide by all City Ordinances and Regulations now in effect, or which shall be hereinafter enacted.
- (2) Owner shall abide by Texas House Bill 1024 relating to the pick-up and delivery of alcoholic beverages for off-premise consumption.
- (3) Specific Use Permit (SUP) shall be specific to the owner/applicant and shall not be transferred to another person, company, entity, or location.
- (4) On-premise alcohol sales shall be limited to liquor, beer and wine.
- (5) The business owner shall ensure that the business parking lot remains clear of trash including but not limited to food containers, cans, bottles, broken glass and all other waste at all times.
- (6) The building and parking lot where on-premise alcoholic beverages are sold must be well lit at all times.

SECTION 4: All ordinances, orders, or resolutions heretofore pass and adopted by the City Council of the City of Forest Hill, Tarrant County, Texas are hereby repealed to the extent that said ordinances, orders, or resolutions, or parts thereof, are in conflict herewith.

SECTION 5: Any person, firm, or corporation violating any provision of this ordinance as read with the comprehensive zoning ordinance of the City of Forest Hill shall be deemed guilty of a misdemeanor the final conviction thereof fined an amount not to exceed \$2,000.00. Each and every day any such violation shall continue shall be a separate violation punishable hereunder.

SECTION 6: The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause of this ordinance an alternative method of publication as provided by law.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS THIS THE 4TH DAY OF FEBRUARY 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris
Asst. City Attorney

Mayor and Council Communication Deliberation Item 8a

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Discuss and consider approval of Resolution 2025-06, a resolution of the City of Forest Hill, Texas awarding a contract to Patcon Services, LLC a Texas Limited Liability Company, in the amount not to exceed \$178,869.90 for the construction of water line improvements for Woodbridge Drive (Falmouth Drive to Lee Drive), Community Development Block Grant CARES Act Round 4, Project No. B20-UW-48-0001-26-15; authorizing the City Manager to negotiate and execute any and all necessary documents.

BACKGROUND: The City's engineering firm, Teague Nall & Perkins (TNP) and Tarrant County Community Development put the CDBG-CV Community Development Block Grant CARES ACT Round 4 Project out for bid late last year. On December 18, 2024, the bid opening was held at the Tarrant County Community Development offices. Six (6) responsive bids were received.

Included in this packet is the Recommendation of Award letter from TNP along with the bid tabulations. TNP is recommending to the Forest Hill City Council the selection of Patcon Services, LLC. The CDBG grant funding totals \$178,869.90; the City of Forest Hill's commitment would be approximately \$16,000.00.

A TNP representative will be available to answer any questions regarding the project.

FISCAL IMPACT: \$16,000.00

LEGAL REVIEW: Reviewed by City Attorney as to form and legality.

ATTACHMENTS:

1. Resolution 2025-06 CDBG-CV
2. Teague, Nall, and Perkins, Inc. recommendation letter
3. Bid tabulation

MOTION:

Motion to approve or deny Resolution 2025-06, a resolution of the City of Forest Hill, Texas awarding a contract to Patcon Services, LLC a Texas Limited Liability Company, in the amount not to exceed \$178,869.90 for the construction of water line improvements for Woodbridge Drive (Falmouth Drive to Lee Drive), Community Development Block Grant CARES Act Round 4, Project No. B20-UW-

48-0001-26-15; authorizing the City Manager to negotiate and execute any and all necessary documents.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS AWARDING A CONTRACT TO PATCON SERVICES, LLC, A TEXAS LIMITED LIABILITY COMPANY, IN AN AMOUNT NOT TO EXCEED \$178,869.90 FOR THE CONSTRUCTION OF WATER LINE IMPROVEMENTS FOR WOODBRIDGE DRIVE (FALMOUTH DRIVE TO LEE DRIVE), COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT ROUND 4 PROJECT NO. B20-UW-48-0001-26-15; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City sought bids for the Water Line Improvements for Woodbridge Drive (Falmouth Drive to Lee Drive), Community Development Block Grant CARES Act Round 4 Project Number B20-UW-48-0001-26-15 to replace existing six (6") inch water lines with new eight (8") inch PVC water lines, new gates valves and fire hydrants on Woodbridge Drive to eliminate main breaks in the area and improve emergency fire protection flows in a completely developed residential neighborhood (the "Project"); and

WHEREAS, the City's engineers determined that Patcon Services, LLC, a Texas limited liability company, met all bid specifications and is the lowest responsible bidder and thus recommended the award of the contract to Patcon Services, LLC; and

WHEREAS, Patcon Services, LLC's bid for the Project was in an amount not to exceed \$178,869.90; and

WHEREAS, the City Council has determined that the award of the contract for the Project to Patcon Services, LLC in an amount not to exceed \$178,869.90 is in the best interest of the citizens of Forest Hill.

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

Section 1. The City Council of Forest Hill, Texas hereby awards Patcon Services, LLC, a Texas limited liability company, the contract for the Construction of Water Line Improvements for Woodbridge Drive (Falmouth Drive to Lee Drive), Community Development Block Grant CARES Act Project No. B20-UW-48-0001-26-15, for replacement of 595 linear feet of existing six (6") inch ductile water lines water lines with new eight (8") inch PVC water lines, new gates valves, and fire hydrants on Woodbridge Drive to eliminate main breaks in the area and improve emergency fire protection flows in a completely developed residential neighborhood (the "Project") on the terms and conditions set forth in the bid documents and bid response, copies of which are attached

hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$178,869.90 and the City Manager is hereby authorized to negotiate and execute the contract and any and all necessary documents to complete the project.

Section 2. All resolutions of the City of Forest Hill heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Forest Hill not in conflict with the provisions hereof shall remain in full force and effect.

Section 3. If any article, paragraph, subdivision, clause, or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part declared to be invalid or unconstitutional.

Section 4. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris,
Asst. City Attorney

EXHIBIT A

RFP Documents and Patcon Services, LLC Bid Response

January 7, 2025

Ms. Venus Wehle, PCED
City of Forest Hill
3219 E California Parkway
Forest Hill, TX 76119

**RE: CDBG-CV – Forest Hill
Project # B20-UW-48-0001-26-15
Woodbridge Dr. Water Line (Falmouth Dr to Lee Dr)
Recommendation of Award
TNP Project # TAR 24202**

Dear Ms. Wehle,

The bid opening for the Woodbridge Dr Water Line Improvements project, was held at the offices of Tarrant County Community Development on December 18, 2024. Six responsive bids were received and are provided in the attached bid tabulation.

Based on experience with the low bidder on projects of similar scope and size, we recommend that the City of Forest Hill recommend award of the contract for construction of the Woodbridge Dr Water Line Improvements project to Patcon Services, LLC for the Total Base Bid of \$178,869.90. With this award, the Woodbridge Dr water line will be replaced from Falmouth Dr to Lee Dr.

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
tnp



Andrew Luce, P.E.

Encl.

cc: Wren Davis, Tarrant County CDBG

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF FOREST HILL, TARRANT COUNTY
DESCRIPTION: CDBG-CV - WATER LINE IMPROVEMENTS FOR
WOODBIDGE DRIVE (Falmouth Dr to Lee Dr)

TNP JOB NO: TAR 24202

BID DATE: Dec 18, 2024

BID TIME: 10:00 a.m

ENGINEER'S ESTIMATE: \$ 217,167.00

BIDDERS

ITEM NO.	BASE BID - WOODBRIDGE DRIVE (Falmouth Dr to Lee Dr) - WATER LINE Description	QUANTITY	UNIT	Patcon Services, LLC		R & D Burns Brothers Inc		Atkins Brothers Equip Co Inc		Palmer Hall Construction	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Remove & Salvage Exist Fire Hydrant and Return to City	1	EA	\$1,104.48	\$1,104.48	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
2	Abandon Exist Gate Valve in Place	1	EA	\$368.16	\$368.16	\$200.00	\$200.00	\$200.00	\$200.00	\$800.00	\$800.00
3	6" DR-18 C900 PVC Water Line	41	LF	\$51.06	\$2,093.46	\$75.00	\$3,075.00	\$110.00	\$4,510.00	\$95.00	\$3,895.00
4	8" DR-18 C900 PVC Water Line	610	LF	\$86.09	\$52,514.90	\$90.00	\$54,900.00	\$115.00	\$70,150.00	\$99.00	\$60,390.00
5	6" Gate Valve, Box & Conc Pad	1	EA	\$2,192.82	\$2,192.82	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$1,414.00	\$1,414.00
6	8" Gate Valve, Box & Conc Pad	4	EA	\$3,114.63	\$12,458.52	\$3,000.00	\$12,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00
7	Fire Hydrant w / 3'-6" Bury	1	EA	\$6,635.52	\$6,635.52	\$6,500.00	\$6,500.00	\$7,000.00	\$7,000.00	\$4,500.00	\$4,500.00
8	Mechanical Joint Ductile Iron Fittings	1.2	TON	\$4,130.00	\$4,956.00	\$8,500.00	\$10,200.00	\$4,000.00	\$4,800.00	\$2,200.00	\$2,640.00
9	1" Water Service from Main to Meter (Short Bore)	5	EA	\$1,401.84	\$7,009.20	\$2,150.00	\$10,750.00	\$1,300.00	\$6,500.00	\$4,000.00	\$20,000.00
10	1" Water Service from Main to Meter (Long Bore)	7	EA	\$1,844.85	\$12,913.95	\$2,550.00	\$17,850.00	\$1,900.00	\$13,300.00	\$4,000.00	\$28,000.00
11	Single Water Meter Box	12	EA	\$331.11	\$3,973.32	\$400.00	\$4,800.00	\$200.00	\$2,400.00	\$300.00	\$3,600.00
12	8" PVC Water Lowering	1	EA	\$12,391.42	\$12,391.42	\$8,500.00	\$8,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
13	8" SDR-26 D2241 PVC Embedded in Cement Stab Sand	18	LF	\$265.64	\$4,781.52	\$125.00	\$2,250.00	\$119.00	\$2,142.00	\$350.00	\$6,300.00
14	Cut, Plug & Abandon Existing Water Line	4	EA	\$684.28	\$2,737.12	\$250.00	\$1,000.00	\$2,000.00	\$8,000.00	\$1,500.00	\$6,000.00
15	Temporary Erosion Control	1	LS	\$2,584.20	\$2,584.20	\$750.00	\$750.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
16	HMAC Pavement Repair	645	LF	\$44.24	\$28,534.80	\$52.50	\$33,862.50	\$66.00	\$42,570.00	\$40.00	\$25,800.00
17	Concrete Curb & Gutter	6	LF	\$38.11	\$228.66	\$100.00	\$600.00	\$100.00	\$600.00	\$200.00	\$1,200.00
18	Concrete Pavement Repair (Valley Gutter)	9	SY	\$114.88	\$1,033.92	\$250.00	\$2,250.00	\$150.00	\$1,350.00	\$180.00	\$1,620.00
19	Block Sod Parkway Repair	120	SY	\$12.33	\$1,479.60	\$25.00	\$3,000.00	\$30.00	\$3,600.00	\$30.00	\$3,600.00
20	Trench Safety	651	LF	\$2.83	\$1,842.33	\$1.00	\$651.00	\$1.00	\$651.00	\$10.00	\$6,510.00
21	Connect to Exist System	4	EA	\$3,009.00	\$12,036.00	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00	\$1,500.00	\$6,000.00
22	Miscellaneous Utility Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BASE BID				\$178,869.90		\$190,938.50		\$204,773.00		\$204,269.00	

Andrew P. Lue
1-7-2025

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF FOREST HILL, TARRANT COUNTY
DESCRIPTION: CDBG-CV - WATER LINE IMPROVEMENTS FOR
WOODBIDGE DRIVE (Falmouth Dr to Lee Dr)

TNP JOB NO: TAR 24202
BID DATE: Dec 18, 2024
BID TIME: 10:00 a.m
ENGINEER'S ESTIMATE: \$ 217,167.00

BIDDERS

ITEM NO.	DEDUCTIVE ALTERNATE PART A – Woodbridge Drive (Falmouth Dr to Lee Dr) WATER LINE Description	QUANTITY	UNIT	Patcon Services, LLC		R & D Burns Brothers Inc		Atkins Brothers Equip Co Inc		Palmer Hall Construction	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
4	8" DR-18 C900 PVC Water Line	94	LF	\$86.09	\$8,092.46	\$90.00	\$8,460.00	\$115.00	\$10,810.00	\$99.00	\$9,306.00
9	1" Water Service from Main to Meter (Short Bore)	1	EA	\$1,401.84	\$1,401.84	\$2,150.00	\$2,150.00	\$1,300.00	\$1,300.00	\$4,000.00	\$4,000.00
10	1" Water Service from Main to Meter (Long Bore)	1	EA	\$1,844.85	\$1,844.85	\$2,550.00	\$2,550.00	\$1,900.00	\$1,900.00	\$4,000.00	\$4,000.00
11	Single Water Meter Box	2	EA	\$331.11	\$662.22	\$400.00	\$800.00	\$200.00	\$400.00	\$300.00	\$600.00
16	HMAC Pavement Repair	94	LF	\$44.24	\$4,158.56	\$52.50	\$4,935.00	\$66.00	\$6,204.00	\$40.00	\$3,760.00
19	Block Sod Parkway Repair	25	SY	\$12.33	\$308.25	\$25.00	\$625.00	\$30.00	\$750.00	\$30.00	\$1.00
20	Trench Safety	94	LF	\$2.83	\$266.02	\$1.00	\$94.00	\$1.00	\$94.00	\$10.00	\$940.00
TOTAL DEDUCTIVE ALTERNATE PART A				\$16,734.20		\$19,614.00		\$21,458.00		\$22,607.00	

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF FOREST HILL, TARRANT COUNTY
DESCRIPTION: CDBG-CV - WATER LINE IMPROVEMENTS FOR
WOODBIDGE DRIVE (Falmouth Dr to Lee Dr)

TNP JOB NO: TAR 24202
BID DATE: Dec 18, 2024
BID TIME: 10:00 a.m
ENGINEER'S ESTIMATE: \$ 217,167.00

BIDDERS

ITEM NO.	BASE BID – WOODBRIDGE DRIVE (Falmouth Dr to Lee Dr) WATER LINE Description	QUANTITY	UNIT	Bristow Contracting		Excel 4 Construction LLC			
				UNIT COST	TOTAL	UNIT COST	TOTAL		
1	Remove & Salvage Exist Fire Hydrant and Return to City	1	EA	\$350.00	\$350.00	\$500.00	\$500.00		
2	Abandon Exist Gate Valve in Place	1	EA	\$500.00	\$500.00	\$350.00	\$350.00		
3	6" DR-18 C900 PVC Water Line	41	LF	\$60.00	\$2,460.00	\$91.00	\$3,731.00		
4	8" DR-18 C900 PVC Water Line	610	LF	\$65.00	\$39,650.00	\$92.00	\$56,120.00		
5	6" Gate Valve, Box & Conc Pad	1	EA	\$2,400.00	\$2,400.00	\$2,100.00	\$2,100.00		
6	8" Gate Valve, Box & Conc Pad	4	EA	\$2,800.00	\$11,200.00	\$3,000.00	\$12,000.00		
7	Fire Hydrant w / 3'-6" Bury	1	EA	\$5,500.00	\$5,500.00	\$6,600.00	\$6,600.00		
8	Mechanical Joint Ductile Iron Fittings	1.2	TON	\$10,900.00	\$13,080.00	\$8,700.00	\$10,440.00		
9	1" Water Service from Main to Meter (Short Bore)	5	EA	\$1,125.00	\$5,625.00	\$1,500.00	\$7,500.00		
10	1" Water Service from Main to Meter (Long Bore)	7	EA	\$1,500.00	\$10,500.00	\$2,300.00	\$16,100.00		
11	Single Water Meter Box	12	EA	\$115.00	\$1,380.00	\$300.00	\$3,600.00		
12	8" PVC Water Lowering	1	EA	\$3,500.00	\$3,500.00	\$14,000.00	\$14,000.00		
13	8" SDR-26 D2241 PVC Embedded in Cement Stab Sand	18	LF	\$110.00	\$1,980.00	\$95.00	\$1,710.00		
14	Cut, Plug & Abandon Existing Water Line	4	EA	\$1,200.00	\$4,800.00	\$800.00	\$3,200.00		
15	Temporary Erosion Control	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00		
16	HMAC Pavement Repair	645	LF	\$135.00	\$87,075.00	\$98.00	\$63,210.00		
17	Concrete Curb & Gutter	6	LF	\$125.00	\$750.00	\$340.00	\$2,040.00		
18	Concrete Pavement Repair (Valley Gutter)	9	SY	\$200.00	\$1,800.00	\$285.00	\$2,565.00		
19	Block Sod Parkway Repair	120	SY	\$22.00	\$2,640.00	\$21.00	\$2,520.00		
20	Trench Safety	651	LF	\$3.00	\$1,953.00	\$1.00	\$651.00		
21	Connect to Exist System	4	EA	\$2,500.00	\$10,000.00	\$6,900.00	\$27,600.00		
22	Miscellaneous Utility Allowance	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
	TOTAL BASE BID				\$214,643.00		\$246,537.00		

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF FOREST HILL, TARRANT COUNTY
DESCRIPTION: CDBG-CV - WATER LINE IMPROVEMENTS FOR
WOODBIDGE DRIVE (Falmouth Dr to Lee Dr)

TNP JOB NO: TAR 24202
BID DATE: Dec 18, 2024
BID TIME: 10:00 a.m
ENGINEER'S ESTIMATE: \$ 217,167.00

BIDDERS

ITEM NO.	DEDUCTIVE ALTERNATE PART A - Woodbridge Drive (Falmouth Dr to Lee Dr) WATER LINE Description	QUANTITY	UNIT	Bristow Contracting		Excel 4 Construction LLC	
				UNIT COST	TOTAL	UNIT COST	TOTAL
4	8" DR-18 C900 PVC Water Line	94	LF	\$65.00	\$6,110.00	\$95.00	\$8,930.00
9	1" Water Service from Main to Meter (Short Bore)	1	EA	\$1,125.00	\$1,125.00	\$1,500.00	\$1,500.00
10	1" Water Service from Main to Meter (Long Bore)	1	EA	\$1,500.00	\$1,500.00	\$2,300.00	\$2,300.00
11	Single Water Meter Box	2	EA	\$115.00	\$230.00	\$300.00	\$600.00
16	HMAC Pavement Repair	94	LF	\$135.00	\$12,690.00	\$98.00	\$9,212.00
19	Block Sod Parkway Repair	25	SY	\$22.00	\$550.00	\$21.00	\$525.00
20	Trench Safety	94	LF	\$3.00	\$282.00	\$1.00	\$94.00
TOTAL DEDUCTIVE ALTERNATE PART A					\$22,487.00		\$23,161.00

Mayor and Council Communication Deliberation Item 8b

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Discuss and consider approval on Resolution 2025-07, a resolution of the City of Forest Hill, Texas declaring a public necessity exists and finding a public use and purpose for the exercise of the power of eminent domain and the initiation of condemnation proceedings for acquiring property for the construction of sanitary sewer facilities along Anglin Drive; authorizing appropriation of the real property and/or the use of the power of eminent domain to acquire the real property for public use; delegating authority to initiate the condemnation proceedings to the City Attorney and City Manager.

BACKGROUND: Easements are essentially a right to make a limited use of another's property. Very often the City requires easements across private property for construction of City infrastructure such as roads or water and sewer lines. In such cases, acquisition of those easements is a public necessity for the continued growth and development of the City.

The new owner of the residential property located north of Lon Stevenson Road (the new subdivision will be called Creekside), will require a Sanitary Sewer Easement across private properties to connect the development's on-site sanitary sewer lines to existing City sewer lines along Anglin Drive. This easement will provide the necessary sewer connection for the new residential homes. To make this connection from the property, the off-site sewer line (and thus the necessary easement into which the line will be placed) will need to cross vacant property owned by Cheryl Ann Mosites Richards.

The Resolution presented will authorize the City to acquire the sanitary sewer easement along with a larger temporary construction easement (to provide an expanded area just during construction of the sewer line) on, over, under, above, and through real property owned by Cheryl Ann Mosites Richards. The legal description and survey of the Sanitary Sewer Easement and Temporary Construction Easement are included as part of Exhibit A.

The City will first attempt to obtain the necessary easement by negotiated purchase. These initial procedures for creating the easements will be handled by right-of-way agents. Staff will work with the developer to coordinate all required processes. Additionally, the developer will acquire an appraisal report. To justly compensate Ms. Richards, the City will's offer will not be less than the fair market value of the interests in the property to be acquired for the easements. There is no scenario authorized by this resolution where Ms. Richards would receive less than the fair market value of the easements. Ms. Richards will retain ownership of her land; the City will simply acquire

a right to put its sewer line in the ground across an identified easement. If the offer is accepted, and as shown in the Resolution, the City Manager, and/or her designee, is authorized to negotiate and sign such contracts and other documents determined to be reasonable and necessary in order to close on the purchase of the easements. If no agreement is reached, the City Manager, City Attorney, or designee are authorized on behalf of the Council (by this Resolution) to engage and perform all the requirements imposed by the Texas Property Code as prerequisites to condemnation (eminent domain) and to attempt to agree on damages and compensation to be paid to Ms. Richards.

During this process, the developer (Creekside) will pay for all costs.

Also of note, when complete, the new sanitary sewer easement and connection will serve the needs of any new development that will be constructed on the property currently owned by Ms. Richards. Currently, a light industrial user (which conforms to zoning) is under contract to purchase the 27-acre tract of vacant land.

A representative of the Creekside development will be in attendance and available to answer any questions.

FISCAL IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney as to form and legality.

ATTACHMENTS:

1. Resolution 2025-07 Eminent Domain for Sanitary Sewer
2. Creekside Sanitary Exhibit Document #0355EX04S
3. Forest Hill Sanitary Sewer Easement form

MOTION:

Motion to approve or deny Resolution 2025-07, a resolution of the City of Forest Hill, Texas declaring a public necessity exists and finding a public use and purpose for the exercise of the power of eminent domain and the initiation of condemnation proceedings for acquiring property for the construction of sanitary sewer facilities along Anglin Drive; authorizing appropriation of the real property and/or the use of the power of eminent domain to acquire the real property for public use; delegating authority to initiate the condemnation proceedings to the City Attorney and City Manager.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, DECLARING A PUBLIC NECESSITY EXISTS AND FINDING A PUBLIC USE AND PURPOSE FOR THE EXERCISE OF THE POWER OF EMINENT DOMAIN AND THE INITIATION OF CONDEMNATION PROCEEDINGS FOR ACQUIRING PROPERTY FOR THE CONSTRUCTION OF SANITARY SEWER FACILITIES ALONG ANGLIN DRIVE; AUTHORIZING APPROPRIATION OF THE REAL PROPERTY AND/OR THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE THE REAL PROPERTY FOR PUBLIC USE; DELEGATING AUTHORITY TO INITIATE CONDEMNATION PROCEEDINGS TO THE CITY ATTORNEY AND CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is hereby determined that there is a public necessity and that a public use and purpose for the welfare and convenience of the residents requires the acquisition of title to property interests in the City for the public purpose of constructing sanitary sewer facilities along Anglin Drive (the “Anglin Sanitary Sewer Project” or the “Project”); and

WHEREAS, the City is authorized to acquire interests in real property by consent or exercise of the power of eminent domain on the property more fully described and depicted in Exhibit “A” which is attached hereto and incorporated herein for all purposes, referred to as being located in the Shelby County School Land Survey, Abstract No. 1375, City of Forest Hill, Tarrant County, Texas and being a portion of that tract of land described in a deed to Cheryl Ann Mosites Richards recorded in Volume 6145, Page 23 in the Official Public Records of Tarrant County, Texas (the “Property”); and

WHEREAS, the City Council of the City of Forest Hill finds it to be in the public interest and to benefit the health, safety and welfare of its residents to acquire the necessary interests in the said Property by use of eminent domain under the Texas Constitution and Texas Property Code; and

WHEREAS, the acquisition of certain property interests in the Property, being a sanitary sewer easement and a temporary construction easement, each being more particularly described and depicted in Exhibit “A,” attached hereto and incorporated herein by this reference (the “Easements”), is necessary to complete the construction of the Project; and

WHEREAS, the City Council finds and determines that there is a public purpose, a public need, and a public necessity to acquire the Easements in Property for the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The recitals set forth above are determined to be true and correct and are incorporated herein by this reference.

SECTION 2. It is hereby found and determined that a public necessity exists for the welfare of the city and its residents and it is in the public interest to acquire real property interests described and depicted in Exhibit "A" (the Easements, being a sanitary sewer easement and a temporary construction easement) for the public purpose of constructing the City's Anglin Sanitary Sewer Project by use of the City's power of eminent domain in accordance with the Texas Constitution and Texas Property Code with regard to the real property referred to herein as the Property and property interests therein described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference and the City Manager and City Attorney are authorized to take such actions and exercise such authority as are granted under Texas law and this Resolution in conformity with the same.

SECTION 3. It is further hereby found that the Anglin Sanitary Sewer Project and the exercise of eminent domain with regard to the Property as authorized by this resolution serves a public use and purpose. The City Council thus finds and declares that a public need, public purpose, public use, and public necessity exists for the acquisition by the Easements with regard to the Property.

SECTION 4. It is further found and declared that the acquisition by the City of the Easements is necessary for the public use and purpose of constructing, reconstructing, repairing, maintaining, and installing sanitary sewer facilities and equipment serving the public for the benefit of the health, safety, and welfare of the citizens and residents of the City of Forest Hill and the public generally.

SECTION 5. If it is later determined that there are any errors in the description contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or her designee is authorized to have such errors corrected or revisions made without the necessity of obtaining additional City Council approval authorizing the condemnation of the corrected or revised Easements or other property interests.

SECTION 6. The City Manager or City Attorney or designees thereof are hereby authorized to make initial and, as may be appropriate, final offers of just and adequate compensation for the Easements, which shall not be less than the fair market value of the interests in the Property to be acquired, including damages to the remainder, as shall be set forth in the independent appraisal of the interest in the Property obtained by the City and provided to said owners. In the event such offer is accepted, the City Manager, and/or his designee, is hereby authorized to negotiate and sign such contracts and other documents the City Manager, and/or his designee, determines to be reasonable and necessary in order to close on the purchase of the Easements. In the event the offer made pursuant hereto is refused or not timely accepted by the owners of the Property, the City Attorney is hereby authorized and directed on behalf of the City to file or cause to be filed the necessary proceedings in eminent domain and to take whatever action may be necessary against the owner(s) and any other parties having an interest in the Property to acquire the interests in the Property described herein with the purpose of such title vesting in the City. The City Manager, City Attorney, or designee are hereby authorized on behalf of the City to engage and perform all the requirements imposed by the Texas

Property Code as prerequisites to condemnation and to attempt to agree on damages and compensation to be paid to the owners of the Property.

SECTION 7. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris,
Asst. City Attorney

EXHIBIT A

CREEKSIDE SANITARY EXHIBIT DOCUMENT #0355EX04S

FOREST HILL NE SANITARY SEWER EASEMENT FORM

EXHIBIT "A"
0.413-ACRE TEMPORARY CONSTRUCTION EASEMENT

BEING 0.413 ACRES OF LAND SITUATED IN THE SHELBY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1375, CITY OF FOREST HILL, TARRANT COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO CHERYL ANN MOSITES RICHARDS BY DEED RECORDED IN VOLUME 6154, PAGE 23, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID RICHARDS TRACT, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "BROOKES BAKER" FOUND ON SAID WEST LINE FOR THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO THE CITY OF FOREST HILL BY DEED RECORDED IN VOLUME 6547, PAGE 591 OF SAID OFFICIAL PUBLIC RECORDS BEARS NORTH 00°45'15" WEST, A DISTANCE OF 175.81 FEET;

THENCE OVER AND ACROSS SAID RICHARDS TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75°08'57" EAST, A DISTANCE OF 290.29 FEET;

NORTH 60°28'13" EAST, A DISTANCE OF 242.55 FEET;

NORTH 66°53'24" EAST, A DISTANCE OF 210.70 FEET;

NORTH 00°04'36" WEST, A DISTANCE OF 139.19 FEET TO THE NORTH LINE OF SAID RICHARDS TRACT, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "BROOKES BAKER" FOUND FOR THE NORTHWEST CORNER OF SAME TRACT BEARS SOUTH 89°25'14" WEST, A DISTANCE OF 690.66 FEET;

THENCE NORTH 89°25'14" EAST, WITH SAID NORTH LINE, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID NORTH LINE, OVER AND ACROSS SAID RICHARDS TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°04'36" EAST, A DISTANCE OF 152.60 FEET;

SOUTH 66°53'24" WEST, A DISTANCE OF 222.81 FEET;

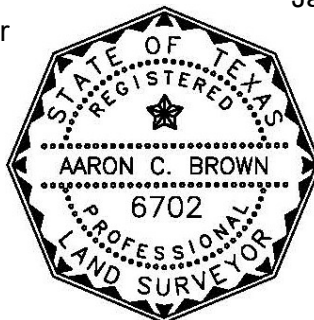
SOUTH 60°28'13" WEST, A DISTANCE OF 244.00 FEET;

SOUTH 75°08'57" WEST, A DISTANCE OF 297.89 FEET TO THE WEST LINE OF SAID RICHARDS TRACT;

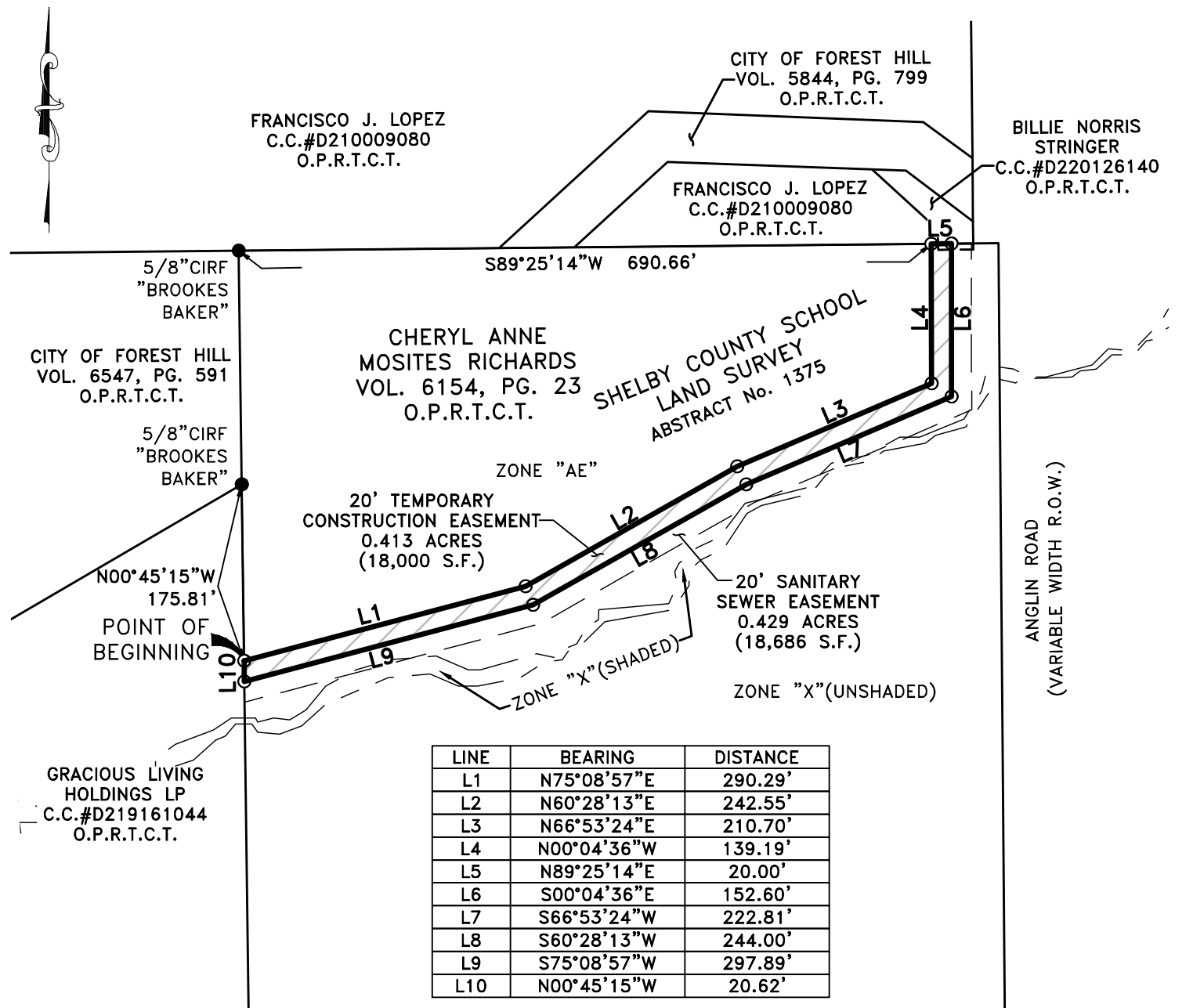
THENCE NORTH 00°45'15" WEST, WITH SAID WEST LINE, A DISTANCE OF 20.62 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 0.413 ACRES (18,000 SQ. FEET) OF LAND.

Aaron C. Brown, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6702
LJA Surveying, Inc.
3017 West 7th Street, Suite 300
Fort Worth, Texas 76107
817-288-1900
TBPELS Firm No. 10194382

January 24, 2025



S:\NTX-LAND\0355\2005SURVEY\280 Easements\0355EX04.dwg 1/24/2025



LEGEND

CIRF CAPPED IRON ROD FOUND
C.C.# COUNTY CLERK FILE NO.
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
TARRANT COUNTY, TEXAS

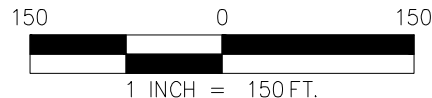
FLOOD ZONE INFORMATION:

PROPERTY SHOWN HEREON IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS OF ZONE AE, ZONE "X" (SHADED), & ZONE "X" (UNSHADED), BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SCALED FROM FLOOD INSURANCE RATE MAP NO. 48439C0320L, DATED 03/21/2019 IN TARRANT COUNTY, STATE OF TEXAS;

(NOTE: THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND LJA SURVEYING, INC. ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP OR THE LOCATION OF THE FLOOD ZONE BOUNDARY. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT AN OPINION OR KNOWLEDGE OF THE PROBABILITY OF FLOODING.)

HORIZONTAL DATUM:

THE BEARING BASIS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN HEREON ARE THE RESULT OF THE APPLICATION OF A SURFACE ADJUSTMENT FACTOR OF 1.00012.



PAGE 2
OF 2

DATE: 01/24/2025
DRWN BY: S.A.T.
CHKD BY: A.C.B.
PROJ NO. 0355

EXHIBIT "A"

0.413 ACRES
TEMPORARY CONSTRUCTION EASEMENT
IN THE
SHELBY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1375
CITY OF FOREST HILL, TARRANT COUNTY, TEXAS

LJA Surveying, Inc.

3017 West 7th Street Suite 300
Fort Worth, Texas 76107
Phone 817.288.1900
T.B.P.E.L.S. Firm No. 10194382

After Recording, Return to:

Office of the City Secretary
City of Forest Hill
3219 E. California Parkway
Forest Hill, Texas 76119

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

PERMANENT SANITARY SEWER EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF TARRANT §

That **CHERYL ANN MOSITES RICHARDS** ("**Grantor**"), LAND OWNER, whose address is 7100 ANGLIN DR, FOREST HILL, TX 76140, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF FOREST HILL**, ("**Grantee**"), a Texas home rule municipality, whose address is 3219 E. California Parkway, Forest Hill, Tarrant County, Texas, 76119, the receipt of which is hereby acknowledged, has this day **GRANTED, SOLD, AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto Grantee, on behalf of the public, a permanent and exclusive easement for wastewater and sanitary sewer utilities purposes ("**Easement**"), on, over, under, and through all that certain real property located in the County of Tarrant, State of Texas, and being more particularly described as follows:

Being 0.419 acres of land situated in the Shelby County school land survey, abstract no. 1375, city of Forest Hill, Tarrant County, Texas and being a portion of that tract of land described To Cheryl Ann Mosites Richards by deed recorded in Volume 6154, Page 23, official public records, Tarrant County, Texas. Metes and bounds described and depicted in EXHIBIT "A" attached hereto and made a part hereof for all purposes.

The Easement granted herein is for the purpose of installing, constructing, reconstructing, repairing, maintaining, replacing, and removing underground wastewater and sanitary sewer lines and other associated appurtenances including but not necessarily limited to related manholes and clean-out ports, which may be located on the surface of the Easement Property, on, over, across, under, into and through the Easement Property, together with the reasonable right and privilege at all times of the Grantee, its agents, employees, contractors and representatives of ingress and egress to and from the Easement Property across Grantor's adjacent property for the purpose of making any installation, construction, reconstruction, maintenance, replacements,

removals, improvements, modifications, or repairs which Grantee, its successors and assigns deem necessary. At all times after doing any work in connection with the rights granted herein, Grantee shall restore the surface of the Easement Property as close as is reasonably practicable to the condition in which it was found before such work was undertaken. Grantor reserves the right to use the Easement Property for any and all purposes, not to include the placement of buildings or other structures or the planting of trees, provided such use shall not materially and adversely interfere with the exercise by Grantee of the rights granted herein or result in damage or destruction of any of Grantee's facilities located within or under the Easement Property.

TO HAVE AND TO HOLD the Easement Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor is hereby bound, together with its successors and assigns to, Warrant and Forever Defend all and singular the Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof by, through or under Grantor but not otherwise; provided that this conveyance and the warranty of Grantor herein contained are subject to (a) the matters herein stated and (b) any and all restrictions, encumbrances, easements, covenants, and conditions relating to the property as the same are previously filed for record in the Official Public Records of Tarrant County, Texas.

SIGNED AND AGREED this the ____ day of _____, 2024.

GRANTOR

CHERYL ANN MOSITES RICHARDS

GRANTOR'S ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by CHERYL ANN MOSITES RICHARDS

Notary Public, State of Texas

My commission expires: _____

EXHIBIT "A"
0.429-ACRE SANITARY SEWER EASEMENT

BEING 0.429 ACRES OF LAND SITUATED IN THE SHELBY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1375, CITY OF FOREST HILL, TARRANT COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO CHERYL ANN MOSITES RICHARDS BY DEED RECORDED IN VOLUME 6154, PAGE 23, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID RICHARDS TRACT, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "BROOKES BAKER" FOUND ON SAID WEST LINE FOR THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED TO THE CITY OF FOREST HILL BY DEED RECORDED IN VOLUME 6547, PAGE 591 OF SAID OFFICIAL PUBLIC RECORDS BEARS NORTH 00°45'15" WEST, A DISTANCE OF 196.43 FEET;

THENCE OVER AND ACROSS SAID RICHARDS TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 75°08'57" EAST, A DISTANCE OF 297.89 FEET;

NORTH 60°28'13" EAST, A DISTANCE OF 244.00 FEET;

NORTH 66°53'24" EAST, A DISTANCE OF 222.81 FEET;

NORTH 00°04'36" WEST, A DISTANCE OF 152.60 FEET TO THE NORTH LINE OF SAID RICHARDS TRACT, FROM WHICH A 5/8-INCH CAPPED IRON ROD STAMPED "BROOKES BAKER" FOUND FOR THE NORTHWEST CORNER OF SAME TRACT BEARS SOUTH 89°25'14" WEST, A DISTANCE OF 710.66 FEET;

THENCE NORTH 89°25'14" EAST, WITH SAID NORTH LINE, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID NORTH LINE, OVER AND ACROSS SAID RICHARDS TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00°04'36" EAST, A DISTANCE OF 166.00 FEET;

SOUTH 66°53'01" WEST, A DISTANCE OF 235.78 FEET;

SOUTH 60°27'14" WEST, A DISTANCE OF 244.59 FEET;

SOUTH 75°08'57" WEST, A DISTANCE OF 305.49 FEET TO THE WEST LINE OF SAID RICHARDS TRACT;

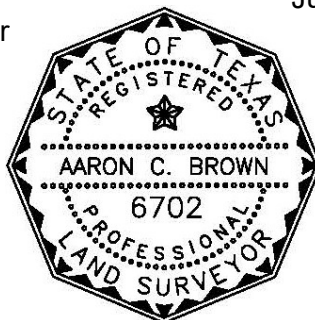
THENCE NORTH 00°45'15" WEST, WITH SAID WEST LINE, A DISTANCE OF 20.62 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 0.429 ACRES (18,686 SQ. FEET) OF LAND.

TOGETHER WITH A 0.413-ACRE TEMPORARY CONSTRUCTION EASEMENT BEING 20-FEET WIDE, ADJACENT AND PARALLEL TO THE NORTHWESTERLY LINE OF THE ABOVE DESCRIBED EASEMENT.

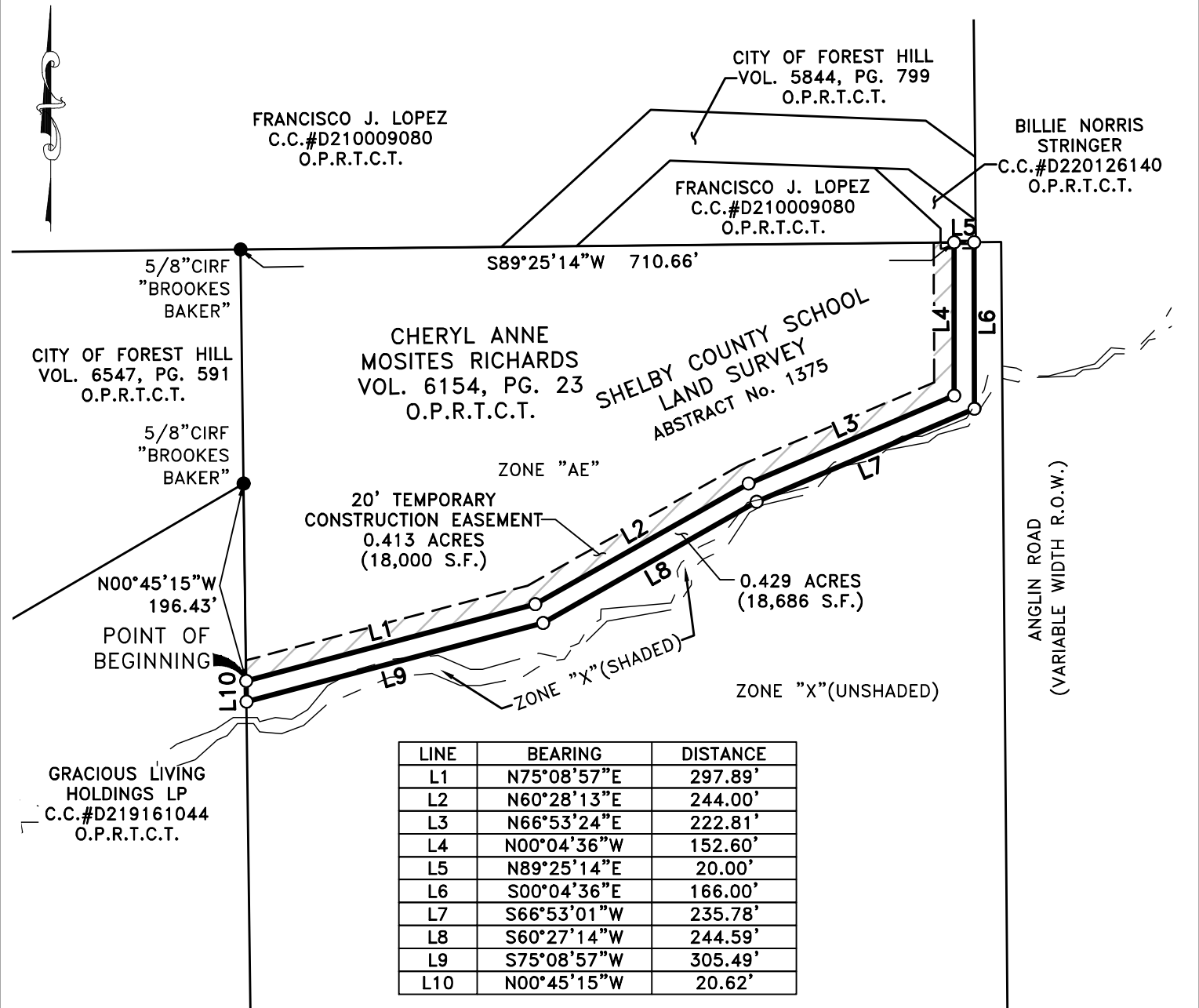

Aaron C. Brown, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6702
LJA Surveying, Inc.
3017 West 7th Street, Suite 300
Fort Worth, Texas 76107
817-288-1900
TBPELS Firm No. 10194382

(Revised October 15, 2024)

July 16, 2024



S:\NTX-LAND\0355\2005SURVEY\280-Easements\0355EX02-REV.dwg 10/15/2024



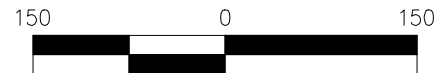
LEGEND

CIRF CAPPED IRON ROD FOUND
C.C.# COUNTY CLERK FILE NO.
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS
 TARRANT COUNTY, TEXAS

FLOOD ZONE INFORMATION:
PROPERTY SHOWN HEREON IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS OF ZONE AE, ZONE "X" (SHADED), & ZONE "X" (UNSHADED), BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AS SCALED FROM FLOOD INSURANCE RATE MAP NO. 48439C0320L, DATED 03/21/2019 IN TARRANT COUNTY, STATE OF TEXAS;

(NOTE: THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND LJA SURVEYING, INC. ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP OR THE LOCATION OF THE FLOOD ZONE BOUNDARY. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT AN OPINION OR KNOWLEDGE OF THE PROBABILITY OF FLOODING.)

HORIZONTAL DATUM:
THE BEARING BASIS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), AS DETERMINED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN HEREON ARE THE RESULT OF THE APPLICATION OF A SURFACE ADJUSTMENT FACTOR OF 1.00012.



1 INCH = 150 FT.

(REVISED 10/15/2024)

PAGE 2
OF 2

DATE: 07/16/2024
DRWN BY: S.A.T.
CHKD BY: A.C.B.
PROJ NO. 0355

EXHIBIT "A"
0.429 ACRES
SANITARY SEWER EASEMENT
IN THE
SHELBY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1375
CITY OF FOREST HILL, TARRANT COUNTY, TEXAS

LJA Surveying, Inc.

3017 West 7th Street
Suite 300
Fort Worth, Texas 76107

Phone 817.288.1900

T.B.P.E.L.S. Firm No. 10194382



Mayor and Council Communication Deliberation Item 8c

DATE: February 4, 2025

FROM: Mayor Boardingham

ITEM: Discuss and consider action on an appointment to the Animal Shelter Advisory Committee.

BACKGROUND: The Animal Shelter Advisory Committee has a vacant position for a Forest Hill citizen member that must be filled.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Animal Shelter Advisory Committee Applicant Mr. Jimmie Mathis

MOTION:

Motion to approve or deny appointing Mr. Jimmie Mathis to the Animal Shelter Advisory Committee.



Application for Boards/Commissions/Committees/Societies

As an applicant for a Board, Commission, Committee or Society, the information contained in this application is a public record. You must be a resident or qualified voter in the City of Forest Hill in order to serve on a Board, Commission, Committee or Society. You will be contacted when action is taken on your appointment.

Please type or print clearly in black ink and complete both sides of this application.

Please Check One:

☒ New Appointment

☐ Reappointment

☐ Ms.

☐ Mrs.

☒ Mr.

Name: MATHIS JIMMIE L
Last First M.I.

Address: 3212 HERITAGE LANE Forest Hill 76140
Street Number and Name City State Zip

Phone: (residential) _____ (cell) 817 902-1962 (work) _____

Email: jm6342842663@gmail.com

How long have you lived in Forest Hill? 50+

Occupation: (If retired, indicate former occupation or profession) retired School Bus Driver

Education: O.D. WYATT

Professional and/or community activities: _____

Boards/Commissions on which you have previously served: _____

List qualifications you feel make a good candidate for this appointment: PEOPLE PERSON

I am interested in serving on the following: If more than one choice is indicated, please rank your choices in order of preference: (Example 1 being your first choice; 2 being your second choice, etc.)

- ☒ Animal Shelter Advisory Committee
- ☐ Arts Commission
- ☐ Audit Committee
- ☐ Celebration Committee
- ☐ Civil Service Commission
- ☐ Community Development Corporation
- ☐ Historical Preservation Commission
- ☒ #2 Parks, Recreation, and Clean City Commission
- ☐ Planning and Zoning Commission
- ☐ Youth Advisory Committee
- ☐ Zoning Board of Adjustment
- ☐ Other

I agree to follow the requirements of the City of Forest Hill Code of Ethics and Conduct, Ordinance No. 2009016. I am aware this application is kept on file in the Office of the City Secretary and is available for public inspection.


Signature

1-23-25
Date

Please return form to:

Office of the City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, TX 76119
817-568-3040
aanderson@foresthilltx.org



Mayor and Council Communication Deliberation Item 8d

DATE: February 4, 2025

FROM: Mayor Boardingham

ITEM: **Discuss and consider action on the appointment of a Mayor's Youth Advisory Council School Liaison for Uplift Ascend Preparatory.**

BACKGROUND: The administration at Uplift Ascend Preparatory discussed the Mayor's Youth Advisory Council with Mayor Boardingham and Mayor Pro Tem Smith. They are excited to participate in the program as they believe this will benefit the students and staff alike. Uplift has always been "Forest Hill Strong" as most of their students are Forest Hill residents.

Uplift's will partner with O.D. Wyatt High School and Everman High School for the MYAC program.

FISCAL IMPACT: N/A

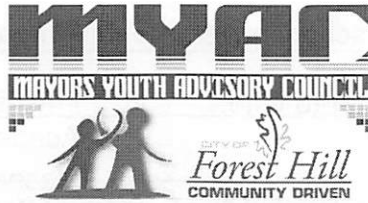
LEGAL REVIEW: N/A

ATTACHMENTS:

1. MYAC Application for the Uplift Ascend Preparatory School Liaison

MOTION:

Motion to approve or deny appointing Mr. John Sampson to the Mayor's Youth Advisory Council School Liaison for Uplift Ascend Preparatory.



LIAISON APPLICATION

Return to:
Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, Texas 76119
aanderson@foresthilltx.org

Date: 10-1-2024

John Sampson

Applicant Name: _____

School Name: Uplift Ascend Preparatory

School Address: 3301 Turf Paradise Parkway

City: Fort Worth State: TX Zip Code: 76140

Email Address: jsampson@uplifteducation.org

Phone No: 817-768-4300 Cell No: 432-244-7081

Position: Government/Economics/Theory of Knowledge Teacher

John Sampson

Applicant Signature: _____

Tell us about yourself and your educational career?

I have been teaching high school government in Texas for seven years.

I have helped seniors register to vote.

I have taken students to the state TACS
Academic challenge in Temple, where they
placed 3rd in 2020..

As a government teacher, I would like to be the MYAC Liaison to get scholars actively involved
in government.

What do you believe are the interests of Youth in today's society?

The youth are interested in today's current political issues. They were aware and interested in
most of the issues surrounding the 2024 election.

What do you see as the role of Youth in society and how would you change it in the future?

I would change the role of youth in the future by preparing them to become better leaders. This
can be accomplished by helping them learn how our government works, knowing how they can
participate in government, and be an engaged citizen. They can to become an engaged citizen by
voting, running for office, or mentoring and volunteering.

What would you like to accomplish during your tenure as the MYAC Liaison?

I hope to accomplish getting scholars to know how they
can participate in government, and play a role in our
democratic republic.

Approval:

Principal signature: Bratania Soward

Principal name printed: Bratania Soward

Date: 1-29-25

The City of Forest Hill

APPLICATION - Youth Advisory Council

Applications will be received and forwarded to Council Members on an ongoing-basis until all 7 board member seats are filled; however, the sooner you submit your application, the better. Please use this form to describe any qualifications, expertise, or special interests that relate to your possible appointment.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, Texas 76119
aanderson@foresthilltx.org

Date: 1/07/25

Name: Alexander Zuniga Martinez

Address: 6104 Briggs st

City: Forest Hill (you must be a resident) Zip Code: 76119

Parent/Guardian Name: Maria Martinez

Phone No: 8177158041

Best phone no. to reach you (i.e. home phone, cell phone, pager): (817) 793-3067

E-Mail Address: alexander.zun.mtz@gmail.com School: Uplift Ascend preparatory Grade: 11th

If selected for the Youth Advisory Council, would you be willing to attend meetings once a month?

(Circle one) Yes No

Overall, how much time do you think you would be able to commit to the Youth Advisory Council (including meetings)? (Check one)

1-2 hours

2-4 hours

4-6 hours

6-8 hours

Tell Us About Yourself

Tell us what you are involved in with your school (interest groups, school sports teams, academic groups, etc.).

In school, I am involved in my DECA chapter as a part of the competitive team, I am also the class of 2026 President at my school. I am part of the SHPE jr. club (Society of Hispanic Professional Engineers) as a member and I will try out for my school soccer team.

Tell us what you are involved in outside of school (interests, faith community, work, job, music, etc.).

Outside of school I am currently an usher for my church, Immaculate Heart of Mary, and am training to be an usher coordinator for the incoming young usher volunteers. I am also working as a busser at Dixie House Cafe on the weekends.

What would you like to accomplish if chosen for the City's Youth Advisory Council?

I wish to possibly achieve a new line of communication between my local government and those around me. I also wish to grow my own knowledge of how governments run at a local level.

Describe other leadership roles you have had.

As far as I remember, my only other leadership roles were for school projects.

What do you see as the role of youth in society and how would you change it in the future?

The youth in today's society are change makers. Many have big ideas on how to improve the world and are attempting to do so through various means, many of which spawning from social media. I wouldn't change it per say, but I will try to amplify the effect the youth has on society by advocating for positions where they can enact change.

How did you hear about the Youth Advisory Council?

My economics and new theory of knowledge teacher told me about the Youth Advisory Council.

COMMITMENT PLEDGE

Please Note:

The goal is to develop a group of youth leaders who are committed to learning about local government and the roles they can have in it, making a difference in our community and the lives of youth, recognizing their voice and using it, and representing other youth in the City of Forest Hill. **There is a lot of time, effort and commitment involved.** Truthfully, being a part of the City of Forest Hill's Youth Advisory Council may be a nice addition to your resume or college application but we strongly discourage you from applying solely for this reason.

Please be aware of the following requirements of membership on the Forest Hill Youth Advisory Council:

- One 2-hour meeting per month
- Active participation in meetings
- Active participation in developing, organizing and administering a Youth Event

Your signature below constitutes a pledge that your responses to the questions in this application are accurate. In addition, if selected, you understand and agree to follow the requirements of the City of Forest Hill Youth Advisory Council. In addition, you pledge that your behavior at these meetings and events related to the Youth Advisory Council will bring honor to yourself, your family, your committee colleagues, the City of Forest Hill and all citizens in the City of Forest Hill.

Alexander Zuniga
Signature

January 7th, 2025
Date

My son/daughter, has my permission to apply for the City of Forest Hill's Youth Advisory Council.

Maria Martinez
Signature

1-13-25
Date

Please submit this application to the address below or submit this application to the City Secretary directly.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, TX 76119
(817) 568-3040 (Office)
(817) 568-3049 (Fax)
aanderson@foresthilltx.org

The City of Forest Hill

APPLICATION - Youth Advisory Council

Applications will be received and forwarded to Council Members on an ongoing-basis until all 7 board member seats are filled; however, the sooner you submit your application, the better. Please use this form to describe any qualifications, expertise, or special interests that relate to your possible appointment.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, Texas 76119
aanderson@foresthilltx.org

Date: 1/29/2025

Name: Ximena Torres

Address: 3125 Ronay Dr

City: Forest Hill (you must be a resident) Zip Code: 76140

Parent/Guardian Name: Daniela Cardenas

Phone No: 682-256-5163

Best phone no. to reach you (i.e. home phone, cell phone, pager): cell

E-Mail Address: moninga1021@gmail.com School: Uplift Ascend Grade: 11th

If selected for the Youth Advisory Council, would you be willing to attend meetings once a month?

(Circle one)

☒ Yes

No

Overall, how much time do you think you would be able to commit to the Youth Advisory Council (including meetings)? (Check one)

☒ 1-2 hours

2-4 hours

4-6 hours

6-8 hours

Tell Us About Yourself

Tell us what you are involved in with your school (interest groups, school sports teams, academic groups, etc.).

I am involved in DECA, National Honors Society, and student council.

Tell us what you are involved in outside of school (interests, faith community, work, job, music, etc.).

I am involved in my church and I also have a job at American Eagle.

What would you like to accomplish if chosen for the City's Youth Advisory Council?

I would like to provide change for my community and make Forest Hill comfortable for all.

Describe other leadership roles you have had.

I am Vice President of Social Media for my school's DECA chapter, I have been involved in student council for my whole high school career with leadership positions of President.

What do you see as the role of youth in society and how would you change it in the future?

As the role of youth in society, I plan to enhance the future of others around me by providing more opportunities to become better. I also plan to enhance the way of living of others with my experience of previous community giving projects.

How did you hear about the Youth Advisory Council?

I heard about Youth Advisory Council through my Economics/Theory of Knowledge Teacher Mr. Sampson.

COMMITMENT PLEDGE

Please Note:

The goal is to develop a group of youth leaders who are committed to learning about local government and the roles they can have in it, making a difference in our community and the lives of youth, recognizing their voice and using it, and representing other youth in the City of Forest Hill. **There is a lot of time, effort and commitment involved.** Truthfully, being a part of the City of Forest Hill's Youth Advisory Council may be a nice addition to your resume or college application but we strongly discourage you from applying solely for this reason.

Please be aware of the following requirements of membership on the Forest Hill Youth Advisory Council:

- One 2-hour meeting per month
- Active participation in meetings
- Active participation in developing, organizing and administering a Youth Event

Your signature below constitutes a pledge that your responses to the questions in this application are accurate. In addition, if selected, you understand and agree to follow the requirements of the City of Forest Hill Youth Advisory Council. In addition, you pledge that your behavior at these meetings and events related to the Youth Advisory Council will bring honor to yourself, your family, your committee colleagues, the City of Forest Hill and all citizens in the City of Forest Hill.

Ximena Torres
Signature

1/29/2025
Date

My son/daughter, has my permission to apply for the City of Forest Hill's Youth Advisory Council.

Daniela Caribena
Signature

1/29/2025
Date

Please submit this application to the address below or submit this application to the City Secretary directly.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, TX 76119
(817) 568-3040 (Office)
(817) 568-3049 (Fax)
aanderson@foresthilltx.org

The City of Forest Hill

APPLICATION - Youth Advisory Council

Applications will be received and forwarded to Council Members on an ongoing-basis until all 7 board member seats are filled; however, the sooner you submit your application, the better. Please use this form to describe any qualifications, expertise, or special interests that relate to your possible appointment.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, Texas 76119
aanderson@foresthilltx.org

Date: 01/28/2025

Name: Yolanda Medina

Address: 4744 Dorsey St

City: Forest Hill (you must be a resident) Zip Code: 76119

Parent/Guardian Name: Yolanda Medina

Phone No: 817-986-6019

Best phone no. to reach you (i.e. home phone, cell phone, pager): _____

E-Mail Address: YMedina4749@gmail.com School: Uplift Ascend Grade: 11

If selected for the Youth Advisory Council, would you be willing to attend meetings once a month?

(Circle one) ☒ Yes ☐ No

Overall, how much time do you think you would be able to commit to the Youth Advisory Council (including meetings)? (Check one)

☒ 1-2 hours

☐ 2-4 hours

☐ 4-6 hours

☐ 6-8 hours

Tell Us About Yourself

Tell us what you are involved in with your school (interest groups, school sports teams, academic groups, etc.).

I've played Varsity soccer, president of student council,
Vice president of Competition of DECA, and National Honors Society.

Tell us what you are involved in outside of school (interests, faith community, work, job, music, etc.).

I'm involved in community service and have a job position
as a sales associate at BootBarn in Burlington.

What would you like to accomplish if chosen for the City's Youth Advisory Council?

I would like to strive to assist others in our community,
make our community a better place, and most importantly
learn more about my community and what shapes it.

Describe other leadership roles you have had.

I have been a passionate member of the Ascend's women's
Varsity soccer team and motivated my teammates, president
of student council, Vice President of Deca, and working
at BootBarn helping customer with their needs and striving
to make the BootBarn Community a better place.

What do you see as the role of youth in society and how would you change it in the future?

I see the youth as very passionate with the potential to help our community. There's a lot of youth confused on the direction of their futures, but I want to be a strong role in motivating them and demonstrating them that anything is possible.

How did you hear about the Youth Advisory Council?

I heard through the Uplift Ascend Community.

COMMITMENT PLEDGE

Please Note:

The goal is to develop a group of youth leaders who are committed to learning about local government and the roles they can have in it, making a difference in our community and the lives of youth, recognizing their voice and using it, and representing other youth in the City of Forest Hill. There is a lot of time, effort and commitment involved. Truthfully, being a part of the City of Forest Hill's Youth Advisory Council may be a nice addition to your resume or college application but we strongly discourage you from applying solely for this reason.

Please be aware of the following requirements of membership on the Forest Hill Youth Advisory Council:

- One 2-hour meeting per month
- Active participation in meetings
- Active participation in developing, organizing and administering a Youth Event

Your signature below constitutes a pledge that your responses to the questions in this application are accurate. In addition, if selected, you understand and agree to follow the requirements of the City of Forest Hill Youth Advisory Council. In addition, you pledge that your behavior at these meetings and events related to the Youth Advisory Council will bring honor to yourself, your family, your committee colleagues, the City of Forest Hill and all citizens in the City of Forest Hill.

Yolanda Medina
Signature

01 - 28 - 2025
Date

My son/daughter, has my permission to apply for the City of Forest Hill's Youth Advisory Council.

Ritely Medina
Signature

01 - 28 - 2025
Date

Please submit this application to the address below or submit this application to the City Secretary directly.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, TX 76119
(817) 568-3040 (Office)
(817) 568-3049 (Fax)
aanderson@foresthilltx.org

The City of Forest Hill

APPLICATION - Youth Advisory Council

Applications will be received and forwarded to Council Members on an ongoing-basis until all 7 board member seats are filled; however, the sooner you submit your application, the better. Please use this form to describe any qualifications, expertise, or special interests that relate to your possible appointment.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, Texas 76119
aanderson@foresthilltx.org

Date: 1-7-25
Name: Jo'Marion Scruggs
Address: 3406 Story st
City: Forest Hill (you must be a resident) Zip Code: 76119
Parent/Guardian Name: Jeremy O Scruggs
Phone No: 8178009557
Best phone no. to reach you (i.e. home phone, cell phone, pager): Text then call
E-Mail Address: jomarion.scruggs@gmail.com School: Uplift Ascend Grade: 12

If selected for the Youth Advisory Council, would you be willing to attend meetings once a month?

(Circle one) ☒ Yes ☐ No

Overall, how much time do you think you would be able to commit to the Youth Advisory Council (including meetings)? (Check one)

☐ 1-2 hours

☒ 2-4 hours

☐ 4-6 hours

☐ 6-8 hours

Tell Us About Yourself

Tell us what you are involved in with your school (interest groups, school sports teams, academic groups, etc.).

Foot Ball, Decca, student council,
student leader.

Tell us what you are involved in outside of school (interests, faith community, work, job, music, etc.).

Church, community services, Funeral
Home, McDonalds.

What would you like to accomplish if chosen for the City's Youth Advisory Council?

A better view point and a voice for
our youth.

Describe other leadership roles you have had.

Open-minded • Willing • Diseloped • Present!

What do you see as the role of youth in society and how would you change it in the future?

Give it a better vision in the place
we grow up in.

How did you hear about the Youth Advisory Council?

My teacher at Uplift Ascend high
school, Mr. Samson.

COMMITMENT PLEDGE

Please Note:

The goal is to develop a group of youth leaders who are committed to learning about local government and the roles they can have in it, making a difference in our community and the lives of youth, recognizing their voice and using it, and representing other youth in the City of Forest Hill. **There is a lot of time, effort, and commitment involved.** Truthfully, being a part of the City of Forest Hill's Youth Advisory Council may be a nice addition to your resume or college application, but we strongly discourage you from applying solely for this reason.

Please be aware of the following requirements for membership on the Youth Advisory Council.

One 2-hour meeting per month

Active participation in meetings

Active participation in developing, organizing, and administering a Youth Event

Your signature below constitutes a pledge that your responses to the questions in this application are accurate. If selected, you understand and agree to follow the requirements of the City of Forest Hill's Youth Advisory Council. In addition, you pledge that your behavior at these meetings and events related to the Youth Advisory Council will bring honor to yourself, your family, your council colleagues, the City of Forest Hill, and all citizens in the City of Forest Hill.

Signature

Date

My son/daughter has my permission to apply for the City of Forest Hill's Youth Advisory Council.

Signature

Date

Please submit this application to the address below or submit this application directly to the City Secretary.

Amy L. Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, TX 76119
817.568.3040 (Office)
817.568.3049 (Fax)
aanderson@foresthilltx.org

The City of Forest Hill

APPLICATION - Youth Advisory Council

Applications will be received and forwarded to Council Members on an ongoing-basis until all 7 board member seats are filled; however, the sooner you submit your application, the better. Please use this form to describe any qualifications, expertise, or special interests that relate to your possible appointment.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, Texas 76119
aanderson@foresthilltx.org

Date: January 16, 2025

Name: Kim Deloya

Address: 6708 Trailwood Dr Forest Hill TX 76140

City: Forest Hill (you must be a resident)

Zip Code: 76119

Parent/Guardian Name: Maribel Montemira

Phone No: 817-395-9168

Best phone no. to reach you (i.e. home phone, cell phone, pager): Cell phone

E-Mail Address: Kimberlydeloya0935@gmail.com **School:** Uplift Ascend High school **Grade:** 11th

If selected for the Youth Advisory Council, would you be willing to attend meetings once a month?

(Circle one) Yes No

Overall, how much time do you think you would be able to commit to the Youth Advisory Council (including meetings)? (Check one)

1-2 hours

2-4 hours

4-6 hours

6-8 hours

Tell Us About Yourself

Tell us what you are involved in with your school (interest groups, school sports teams, academic groups, etc.).

I am a member of DECA, this year will be my second year in this club. DECA is a club that prepares leaders and entrepreneurs. Recently, I have been a part of DECA's competitive team, which included taking a test and doing a roleplay, competing against others to represent our school. I am a part of Uplift Ascend's Cheer and Dance team, my current role is manager, which means I am in charge of keeping everyone on track, creating important dates, flyers and more!

Tell us what you are involved in outside of school (interests, faith community, work, job, music, etc.).

I absolutely love music, I listen to a new album every week, I'm always open to any genre of music, my taste has expanded a lot over the years! I'm interested in working out, I have been for years already. I love to explore new methods on how to stay healthy and fit. I love dancing and am currently practicing my body's flow in order to become an official dancer for my school next year. I love helping others, it makes me feel great to know I made another person feel great.

What would you like to accomplish if chosen for the City's Youth Advisory Council?

I would like to plan events that will bring the community together, I believe it is important for our community to have a strong bond in order to create a stable and welcoming city. I plan to help organize fun events where all ages can participate. I would love to also organize fundraisers or plan donations, some people suffer in silence, and I would be delighted to help give back to our wonderful city.

Describe other leadership roles you have had.

I've led many of my school group projects, and although that may seem as a small role, it's something I've done many times. I always keep everyone on track and remind others of their roles. I also bring creative and new ideas. While having these roles, I have developed a more open mind. I am always open to different perspectives and ideas, I will take everyone into consideration and give constructive criticism, as well as support and aid.

What do you see as the role of youth in society and how would you change it in the future?

Youth play a big role in society, they bring in different perspectives and fresh, creative ideas. Youth will soon be in charge of society, this era in our life is meant to prepare us to be leaders and to express ourselves more in order to find the perfect role for us in the future. Although we are important in society, I do believe that some of us aren't as motivated to achieve something great. A way I could change this in the future is to create an engaging environment in schools and to also offer more opportunities so scholars can get involved and experience something new, possibly motivating them for their future.

How did you hear about the Youth Advisory Council?

I heard about this amazing opportunity from my encouraging Theory of Knowledge teacher, Mr. Sampson!

COMMITMENT PLEDGE

Please Note:

The goal is to develop a group of youth leaders who are committed to learning about local government and the roles they can have in it, making a difference in our community and the lives of youth, recognizing their voice and using it, and representing other youth in the City of Forest Hill. **There is a lot of time, effort and commitment involved.** Truthfully, being a part of the City of Forest Hill's Youth Advisory Council may be a nice addition to your resume or college application but we strongly discourage you from applying solely for this reason.

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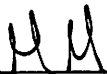


Signature

January 16, 2025

Date

My son/daughter, has my permission to apply for the City of Forest Hill's Youth Advisory Council.



Signature

January 16, 2025

Date

Please submit this application to the address below or submit this application to the City Secretary directly.

Amy Anderson, City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, TX 76119
(817) 568-3040 (Office)
(817) 568-3049 (Fax)
aanderson@foresthilltx.org



Mayor and Council Communication Deliberation Item 8f

DATE: February 4, 2025

FROM: Mayor Boardingham

ITEM: Discuss and consider action on an appointment to the Historical Preservation Commission for Place 7.

BACKGROUND: The Historical Preservation Commission has a vacant position for Place 7 that must be filled.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Historical Preservation Commission Applicant Mr. Robert Grimm

MOTION:

Motion to approve or deny appointing Mr. Robert Grimm to the Historical Preservation Commission for Place 7.



Application for Boards/Commissions/Committees/Societies

As an applicant for a Board, Commission, Committee or Society, the information contained in this application is a public record. You must be a resident or qualified voter in the City of Forest Hill in order to serve on a Board, Commission, Committee or Society. You will be contacted when action is taken on your appointment.

Please type or print clearly in black ink and complete both sides of this application.

Please Check One:

☒ New Appointment

☐ Reappointment

☐ Ms.

☐ Mrs.

☒ Mr.

Name:

Grimm
Last

Robert
First

M.I.

Address:

6409 Evanshine Dr FH
Street Number and Name City

TX
State

76119
Zip

Phone: (residential)

817 534 3605 (cell)

817 312 5331 (work)

Email:

rk9@swbell.net

How long have you lived in Forest Hill?

off and on 40 years

Occupation: (If retired, indicate former occupation or profession)

retired pilot

Education:

BS UT Radio TV Film

Professional and/or community activities:

Boards/Commissions on which you have previously served:

Coast Defense Study Group

Board of Directors

List qualifications you feel make a good candidate for this appointment:

I am interested in serving on the following: If more than one choice is indicated, please rank your choices in order of preference: (Example 1 being your first choice; 2 being your second choice, etc.)

- ☐ Arts Commission
- ☐ Audit Committee
- ☐ Celebration Committee
- ☐ Civil Service Commission
- ☐ Community Development Corporation
- ☒ Historical Preservation Commission
- ☐ Parks, Recreation, and Clean City Commission
- ☐ Planning and Zoning Commission
- ☐ Youth Advisory Committee
- ☐ Zoning Board of Adjustment
- ☐ Other

I agree to follow the requirements of the City of Forest Hill Code of Ethics and Conduct, Ordinance No. 2009016. I am aware this application is kept on file in the Office of the City Secretary and is available for public inspection.


Signature

15 July 2025
Date

Please return form to:

Office of the City Secretary
City of Forest Hill
3219 California Parkway
Forest Hill, TX 76119
817-568-3040
aanderson@foresthilltx.org

Mayor and Council Communication Deliberation Item 8g

DATE: February 4, 2025

FROM: Chief David Hernandez

ITEM: Discussion on the presentation of the City of Forest Hill Police Department Racial Profiling Report for 2024 and action accepting said report and authorizing filing of the same.

BACKGROUND: Each year, the City of Forest Hill Police Department must collect traffic and motor vehicle related data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. That data, by law, must be reported.

The 2024 Racial Profiling Report created by Del Carmen Consulting is provided for your review. In the document by Mr. Alex Del Carmen, he reports that all requirements have been met by the Forest Hill Police Department and that his findings support our Police Department's commitment to comply with the Texas Racial Profiling Law. Page 26 outlines his "Summary of Findings" and page 27 illustrates the requirements that were met by the Forest Hill PD in accordance with law

Police Chief David Hernandez will be present to answer any questions you may have. Once accepted by the City Council, the document will be posted to the City's website as required.

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Forest Hill Police Department 2024 Racial Profiling Report

MOTION:

Motion to approve or deny the presentation of the City of Forest Hill Police Department Racial Profiling Report for 2024 and action accepting said report and authorizing filing of the same.

FOREST HILL

Police Department

RACIAL PROFILING REPORT

2024



DEL CARMEN
Consulting, LLC.

LAW ENFORCEMENT EXPERTS

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



January 19, 2025

Forest Hill City Council
3219 California Parkway
Forest Hill, TX 76119

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law was enacted by the Texas Legislature in 2001, with the intent of addressing the issue of racial profiling in policing. During the last calendar year, the Forest Hill Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. I am pleased to report that all of these requirements have been met by the Forest Hill Police Department and are included in this report.

In this annual report, you will find three sections with information on motor vehicle-related contacts. In addition, when applicable, documentation is included which demonstrates the way the Forest Hill Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Forest Hill Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Section three contains statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/24 and 12/31/24. Further, this section includes the Tier 2 form, which is required to be submitted to TCOLE (Texas Commission on Law Enforcement) and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been fully analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE is included. The findings in this report support the Forest Hill Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Forest Hill Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Forest Hill Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Forest Hill Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Forest Hill Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Forest Hill Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Forest Hill has been included in this report.

It is important to recognize that the Chief of the Forest Hill Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Forest Hill Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling Course 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:



Report on Compliments and Racial Profiling Complaints



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/24-12/31/24 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Forest Hill Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/24-12/31/24.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA

TOTAL STOPS: 1,366

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	1,250
US Highway	85
State Highway	19
County Road	3
Private Property	9

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	324
No	1,042

RACE OR ETHNICITY

Alaska Native/American Indian	4
Asian/Pacific Islander	13
Black	618
White	206
Hispanic/Latino	525

GENDER

Female Total: 462

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	256
White	59
Hispanic/Latino	146

Male Total: 904

Alaska Native/American Indian	4
Asian/Pacific Islander	12
Black	362
White	147
Hispanic/Latino	379

REASON FOR STOP?

Violation of Law Total: 36

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	7
Hispanic/Latino	21

Pre-existing Knowledge Total: 18

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	5
Hispanic/Latino	5

Moving Traffic Violation Total: 1,311

Alaska Native/American Indian	4
Asian/Pacific Islander	13
Black	601
White	194
Hispanic/Latino	499

TIER 2 DATA

Vehicle Traffic Violation Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	0

Contraband (in plain view) Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	4
Asian/Pacific Islander	0	13
Black	3	615
White	3	203
Hispanic/Latino	8	517
TOTAL	14	1,352

Probable Cause Total: 8

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	1
Hispanic/Latino	4

Inventory Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

REASON FOR SEARCH?

Consent Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	0

Incident to Arrest Total: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	3

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	2	1
White	1	2
Hispanic/Latino	4	4
TOTAL	7	7

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	2	0
White	1	0
Hispanic/Latino	4	0
TOTAL	7	0

DESCRIPTION OF CONTRABAND

Drugs Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	1
Hispanic/Latino	0

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Weapons Total: 3

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	3

Alcohol Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

TIER 2 DATA

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	1

RESULT OF THE STOP

Verbal Warning Total: 36

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	12
White	12
Hispanic/Latino	11

Written Warning Total: 839

Alaska Native/American Indian	3
Asian/Pacific Islander	9
Black	410
White	136
Hispanic/Latino	281

Citation Total: 482

Alaska Native/American Indian	1
Asian/Pacific Islander	3
Black	194
White	57
Hispanic/Latino	227

Written Warning and Arrest Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	1

Citation and Arrest Total: 7

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	1
Hispanic/Latino	5

Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	1
Hispanic/Latino	3

Violation of Traffic Law Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	2

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	0
Hispanic/Latino	1

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	4
Asian/Pacific Islander	0	13
Black	0	618
White	0	206
Hispanic/Latino	0	525
TOTAL	0	1,366

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	4	1	0	3	0%	0%	0%	0%
Asian/ Pacific Islander	13	3	1	9	1%	1%	3%	1%
Black	618	195	12	410	45%	40%	33%	49%
White	206	58	12	136	15%	12%	33%	16%
Hispanic/ Latino	525	232	11	281	38%	47%	31%	33%
TOTAL	1,366	489	36	839	100%	100%	100%	100%



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	1%	5%
Black	45%	14%
White	15%	60%
Hispanic/Latino	38%	19%
TOTAL	100%	98%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	0	0	0
Black	3	0	2
White	3	1	1
Hispanic/Latino	8	0	6
TOTAL	14	1	9

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	3	2	1	2	21%	29%	14%	22%
White	3	1	2	1	21%	14%	29%	11%
Hispanic/ Latino	8	4	4	6	57%	57%	57%	67%
TOTAL	14	7	7	9	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/24-12/31/24.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/24	Data was valid and reliable
2	1	06/01/24	Data was valid and reliable
3	1	09/01/24	Data was valid and reliable
4	1	12/01/24	Data was valid and reliable

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	1	0	0	1	20%	0%	0%	50%
White	1	0	0	0	20%	0%	0%	0%
Hispanic/ Latino	3	2	0	1	60%	100%	0%	50%
TOTAL	5	2	0	2	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	0	0	0%	0%	0%
Black	3	2	67%	21%	29%
White	3	1	33%	21%	14%
Hispanic/Latino	8	4	50%	57%	57%

Analysis and Interpretation of Data

As previously noted, in 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002, and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This version of the law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued, or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the main requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued, or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Forest Hill Police Department commissioned the analysis of its 2024 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2024 motor vehicle-related data. This particular analysis measured, as required by law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians, who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2024 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Forest Hill Police Department agreed with our recommendation to rely in part, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Forest Hill Police Department in 2024 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, major civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Forest Hill Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Dallas Fort-Worth (DFW) Metroplex.

Tier 2 (2024) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2024, it was evident that most motor vehicle-related contacts were made with Blacks, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Hispanics and Blacks; this was followed by Whites. However, in terms of written warnings, most of these were issued to Blacks, followed by Hispanics.

While reviewing searches and arrests, the data showed that most searches took place among Hispanics. When considering all searches, most were consented by Whites, while most custody arrests were of Hispanics. Overall, most searches resulted in contraband; of those that produced contraband, most were of Hispanics; this was followed by Blacks. Of the searches that did not produce contraband, most were of Hispanics. Most arrests were made of Hispanics. Most of the arrests that originated from a violation of the penal code involved Hispanics. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts made in 2024 to the census data relevant to the number of “households” in DFW who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians who came in contact with police was the same or lower than the percentage of White, Asian, and American Indian households in DFW that claimed in the last census to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with police than the percentage of Black and Hispanic households in DFW that claimed in the last census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Hispanics and Whites. This means that among all searches performed in 2024, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among Whites.

Summary of Findings

As previously noted, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Forest Hill Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Forest Hill Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Forest Hill Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2025 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Forest Hill Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be accepted or tolerated.

Checklist

The following requirements were met by the Forest Hill Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Forest Hill Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the compliment and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2025.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

Legislative & Administrative



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,], at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;
(2) an attempted suicide;
(3) a death;
(4) a serious bodily injury, as that term is defined by
Section 1.07, Penal Code;
(5) an assault;
(6) an escape;
(7) a sexual assault; and
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
 - (A) civil rights, racial sensitivity, and cultural diversity;
 - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
 - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
 - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
 - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**FOREST HILL
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

RACIAL PROFILING 100.03

Effective Date: 3/1/2008

Revised: 2/1/2010

Standard: 1.2.9

I. **PURPOSE AND RESPONSIBILITY:**

- A. **Purpose:** To set the policy and establish the procedures to prevent racial profiling at the Forest Hill Police Department.
- B. **Responsibility:**
 - 1. It will be the responsibility of the Chief of Police to provide the Forest Hill City Council an annual report containing statistical data relevant to the public contacts made in accordance with the Texas Racial Profiling Law.

II. **DEFINITIONS:**

- A. **RACIAL PROFILING:** Law enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- B. **RACE OR ETHNICITY:** Means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

III. **POLICY:**

- A. It is the policy of the Forest Hill Police Department that law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity is strictly prohibited. Profiling in regards to traffic contacts, field contacts, asset seizures and forfeiture efforts will not be allowed. Any officer found in violation of this policy will be disciplined accordingly.

Standard 1.2.9(a)

IV. **PROCEDURES:**

A. **MOTOR VEHICLE AND PEDESTRIAN STOPS:**

- 1. Officers will be diligent during their patrol and are expected to enforce the traffic laws, and stop and detain motorist or pedestrians whenever there is reasonable suspicion that they have committed, are committing, or are about to commit an infraction of the law. An arrest can only be made with probable cause.
 - a. An officer should not stop a driver or pedestrian when looking for a suspect if the only commonality between the suspect and the civilian is his or her race/ethnicity.
 - b. Officers should not pick out people to stop from among similarly situated individuals based in whole or in part of their race/ethnicity. For example, a driver speeding in a stream of traffic should not be

picked out from among the traffic because of race/ethnicity.

- c. An officer should not stop a driver when there is no traffic violation in order to get a look inside the vehicle based on the driver's race/ethnicity.
2. Officers must conduct themselves in a dignified and respectful manner at all times. The officers must remain courteous and professional keeping in mind the anxiety the person will feel when stopped by a police officer. Officers will remain professional and courteous even if challenged verbally from the detained individual.
3. During the stop of the motorist or pedestrian, officers shall utilize the mobile video and audio recording equipped in the car pursuant to General Order 401.04
4. The detaining of motorists and pedestrians will be brief in duration and officers shall explain to the individual the reason for the detention with the objective to gain compliance and understanding.
5. Officers shall promptly record the results of all involuntary citizen detentions in the racial profiling section of the department's records reporting system.

B. COMPLAINTS OF RACIAL PROFILING:

1. Any person may file a complaint with the department if they believe law enforcement-initiated action was based on the individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
2. Any officer, including the officer who initiated the stop, who is told by the citizen that they wish to file a complaint, shall inform the person that they can meet a supervisor at police headquarters or contact the supervisor on the telephone providing the telephone number to the complainant. At no time should the complainant be told to call back the next day unless they desire to do so.
3. Supervisors receiving the complaint of racial profiling shall record the name, address, telephone number and the allegation from the complainant. The individual should be advised that the complaint will be taken seriously and they will be contacted with the findings of the investigation. The supervisor will obtain the video recording from the mobile video recording system or the audio recording if the stop involved a motor officer. The recording, along with the information from the complainant, should be forwarded to the Chief's office for assignment.
4. The Chief of Police shall assign the complaint to the affected employee's supervisor or the Internal Affairs Division in accordance with General Order 300.02.
5. In conformance with the act on Racial Profiling, on the commencement of an investigation by a law enforcement agency of a complaint regarding racial profiling the agency shall promptly provide a copy of the video/audio recording to the peace officer that is the subject of the complaint on written request by the officer.
6. Should the results of the investigation show that the officer had engaged in racial profiling in violation of this policy the Chief of Police may take corrective action against the officer. The corrective action can range from training up to and including termination depending on the totality of the circumstances.
Standard 1.2.9 (c)
 - a. If the complaint is "not sustained" the complainant may appeal the determination to the City Manager's Office.
 - b. The complainant also has the right to appeal the determination to the Tarrant County District Attorney's Office.
7. This agency will comply with the public education requirement of the act by posting the complaint process on our internet web site, by having printed brochures on the complaint procedure available in

our public lobby, and also available from the officers on the street.

C. RETENTION OF VIDEO AND AUDIO RECORDINGS:

1. The audio and video recordings of traffic and pedestrian stops shall be retained for at least 90 days after the date of the stop. In case of a complaint the recording will be retained until the disposition of the complaint.
2. The standards and safeguards for reviewing the video and audio recordings are outlined in General Order 401.04.

D. TRAINING:

1. All sworn personnel will receive annual training in bias based profiling.

E. REPORTING REQUIREMENTS OF THE ACT:

1. The Chief of Police shall make a documented annual report to the City Council on the information collected relating to traffic and pedestrian stops which will contain the following:
 - a. The race or ethnicity of the individuals detained.
 - b. Whether a search was conducted and, if so, whether the person consented.
 - c. Report on the number of racial profiling complaints and community concerns on the issue.
2. The required report will not contain identifying information about the officers or the individuals detained.
3. The documented annual report will be submitted on March 1st of each year for information complied by the agency during the period beginning January 1st and ending December 31st.

Standard 1.2.9 (d)

For additional questions regarding the information presented in this report, please contact:

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Mayor and Council Communication Deliberation Item 8h

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: **Discuss and consider approval of Ordinance 2025-04, an ordinance of the City of Forest Hill, Texas amending the Code of Ordinances by repealing and replacing in its entirety Chapter 3 Titled "Animal Control".**

BACKGROUND: In 2023, the City of Forest Hill and the City of Everman entered into an ILA for Municipal Animal Services. Then, in 2024, the cities established the Animal Shelter Advisory Commission that is, amongst their other duties, responsible for reviewing local ordinances and making recommendations for changes in the regulations and functionality of the Municipal Animal Services Department.

As you may recall, the Animal Shelter Advisory Commission consists of seven (7) members:

- (1) Licensed veterinarian;
- (1) City of Everman municipal official;
- (1) City of Forest Hill municipal official;
- (1) Person whose duties include the daily operation of the animal shelter;
- (1) Representative from an animal welfare organization;
- (1) Citizen who is a resident of the City of Everman;
- (1) Citizen who is a resident of the City of Forest Hill.

Over the course of the last 9 months, the Commission has discussed the following:

1. Animal Control duties and enforcement;
2. Animal identification and restraint;
3. Vaccination of dogs and cats;
4. Treatment of animals and unlawful restraint;
5. Dangerous dogs;
6. Wild animals and bees;
7. Animal nuisances;
8. Sale of animals;
9. Spay/neuter of animals.

Based on their discussions, the amended City of Forest Hill Animal Control Ordinance is placed on the agenda. Staff is recommending approval of this ordinance to protect the health, safety, and general welfare of our citizens and animals within the City.

This same ordinance will be presented to the Everman City Council later this month. It has been reviewed by the City Attorney of each municipality.

FISCAL IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney as to form and legality

ATTACHMENTS:

1. Ordinance 2025-04 Animal Control Amendment

MOTION:

Motion to approve or deny Ordinance 2025-04, an ordinance of the City of Forest Hill, Texas amending the Code of Ordinances by repealing and replacing in its entirety Chapter 3 Titled "Animal Control".

CITY OF FOREST HILL

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF FOREST HILL, TEXAS, AMENDING THE CODE OF ORDINANCES BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 3 TITLED "ANIMAL CONTROL"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the ordinances governing the regulation of animals within the City are in need of updating in order to protect the health, safety and general welfare of humans and animals within the City; and

WHEREAS, Chapter 3 of the City of Forest Hill Code of Ordinances provides for such regulation; and

WHEREAS, the City Council of the Forest Hill desires to implement a new Chapter 3 providing updated animal control provisions;

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

Section 1: The City of Forest Hill Code of Ordinances is hereby amended by repealing and replacing in its entirety Chapter 3 titled "amending Chapter 7 titled "Animal Control" to read as follows:

"CHAPTER 3

ANIMAL CONTROL

Article 3.01 General Animal Regulations

Sec. 3.01.001 Definitions

When used in this Chapter, the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

"Adequate shelter" means a sturdy structure:

- (A) that provides the dog protection from inclement weather; and
- (B) with dimensions that allow the dog while in the shelter to stand erect, sit, turn around, and lie down in a normal position.

"*Animal*" means a living creature, including but not limited to dogs, cats, fish, reptiles, fowl, insects, mammals, marsupials, native or not, wild or domesticated, but specifically excluding human beings.

"*Animal control authority*" means a municipal or county animal control office with authority over the area in which the dog is kept or the county sheriff in an area that does not have an animal control office

"*At large*" shall mean:

- (A) On Premises of Owner - Any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length and/or manner of construction to preclude the animal from leaving the premises of the owner.
- (B) Off Premises of Owner - Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making any unsolicited contact with any person, their clothing, their property and/or their premises.
- (C) Provided, however, that any animal confined within a cage, automobile, truck or any other vehicle of its owner shall not be deemed at large.

"*Bee*" means any domesticated honeybee of the *Apis Mellifera* (western honeybee) species or subspecies thereof.

"*Cat*" means *Felis catus*.

"*Collar*" means a band of material specifically designed to be placed around the neck of a dog.

"*Cruelly treated*" includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care, or shelter, cruelly confined, caused to fight with another animal, or subjected to conduct prohibited by Section 21.09, Penal Code.

"*Dog*" means *Canis familiaris*.

"*Dangerous dog*" means a dog that:

- (A) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that

was reasonably certain to prevent the dog from leaving the enclosure on its own; or

- (B) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

"Dangerous wild animal" means:

- (A) a lion;
- (B) a tiger;
- (C) an ocelot;
- (D) a cougar;
- (E) a leopard;
- (F) a cheetah;
- (G) a jaguar;
- (H) a bobcat;
- (I) a lynx;
- (J) a serval;
- (K) a caracal;
- (L) a hyena;
- (M) a bear;
- (N) a coyote;
- (O) a jackal;
- (P) a baboon;
- (Q) a chimpanzee;
- (R) an orangutan;
- (S) a gorilla; or
- (T) any hybrid of an animal listed in this subdivision.

"Harness" means a set of straps constructed of nylon, leather, or similar material, specifically designed to restrain or control a dog.

"Inclement weather" includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

"Licensed veterinarian" means a veterinarian licensed to practice veterinary medicine in one or more of the 50 states.

"Livestock" means an animal raised for human consumption or an equine animal.

"Nonprofit animal welfare organization" means a nonprofit organization that has as its purpose:

- (A) the prevention of cruelty to animals; or

- (B) the sheltering of, caring for, and providing homes for lost, stray, and abandoned animals.

"Owner" includes a person who owns or has custody or control of an animal.

"Properly fitted" means, with respect to a collar or harness, a collar or harness that:

- (A) is appropriately sized for the dog based on the dog's measurements and body weight;
- (B) does not choke the dog or impede the dog's normal breathing or swallowing; and
- (C) does not cause pain or injury to the dog.

"Quarantine" means strict confinement of an animal specified in an order of the department or its designee:

- (A) on the private premises of the animal's owner or at a facility approved by the department or its designee; and
- (B) under restraint by closed cage or paddock or in any other manner approved by department rule.

"Rabies" means an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

"Restraint" means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

"Secure" means to take steps that a reasonable person would take to ensure a dog remains on the owner's property, including confining the dog in an enclosure that is capable of preventing the escape or release of the dog.

"Secure enclosure" means a fenced area or structure that is:

- (A) locked;
- (B) capable of preventing the entry of the general public, including children;
- (C) capable of preventing the escape or release of a dog;
- (D) clearly marked as containing a dangerous dog; and
- (E) in conformance with the requirements for enclosures established by the local animal control authority.

"Serious bodily injury" means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

"Stray" means roaming with no physical restraint beyond the premises of an animal's owner or keeper.

"Trap-Neuter-Return Program" means a nonlethal population control practice in which an animal is:

- (A) trapped;
- (B) evaluated by a veterinarian;
- (C) if unvaccinated, vaccinated by a veterinarian;
- (D) if unsterilized, sterilized by a veterinarian;
- (E) marked by a veterinarian, whether by notching or tipping one ear or otherwise; and
- (F) returned to the trap location.

Sec. 3.01.002 Animal Control Duties and Enforcement

- A. There shall be and is hereby created the office of Municipal Animal Services for the City of Forest Hill, Texas.
- B. The Municipal Animal Services Lead Animal Control Officer or, if none, the City Manager or his designee shall act as the local rabies control authority for the purposes of Chapter 826 of the Texas Health and Safety Code.
- C. The animal control officers of the city shall have the authority to issue citations for any violations of this chapter and any other powers or duty stated within the terms of this chapter.
- D. The local rabies control authority or any animal control officer, or any peace officer is authorized to:
 - (1) Kill an animal which poses an imminent danger to a person or property, or a real or apparent immediate necessity exists for the destruction of an animal;
 - (2) Impound an animal which is diseased or endangers the health of a person or another animal;
 - (3) Impound any animal found to be running at large or to be a stray within the city;
 - (4) Euthanize an impounded animal if the animal is suffering from injury, disease or illness;
 - (5) Euthanize any animal suspected animal of having rabies;
 - (6) Euthanize, adopt or give to a nonprofit humane organization any impounded animal that an owner has not been located after being impounded for seventy-two (72) hours; and
 - (7) Authorize the immediate euthanizing of any animal impounded considered by the animal control officer to be feral.

- E. The animal control officer(s) or peace officer(s) has the right to pursue and apprehend animals running at large onto private property while enforcing the provisions of this chapter.
- F. The Municipal Animal Services Lead Animal Control Officer shall employ officers to assist him in the carrying out of his duties.
- G. A person commits an offense if he knowingly prevents, interferes with, or obstructs the Municipal Animal Services Officer in the performance of his duties.
- H. Filing A False Claim
 - (1) A person commits an offense if he knowingly initiates, communicates or circulates a claim of ownership for an animal with the Municipal Animal Services Officer that he knows is false or baseless.
 - (2) A person commits an offense if he knowingly initiates, communicates or circulates a report of a violation of City ordinance or State law with the Municipal Animal Services Officer that he knows is false or baseless.
- I. Authority to carry tranquilizer guns. When acting in the course and scope of his employment, the animal control officer shall be and is hereby authorized to carry on his person or in his city vehicle loaded tranquilizer guns approved by the lead animal control officer who oversees Municipal Animal Services.

Sec. 3.01.003 Animal Identification and Restraint

A. Restraint, Impoundment and Disposition of Dogs and Cats

Any dog or cat may be impounded by any Municipal Animal Services; Animal Control Officer in any of the following circumstances:

- (1) Any dog or cat running at large;
- (2) Any dog not having affixed to and wearing on a collar or harness a valid rabies vaccination tag furnished by a veterinarian showing that said dog is currently vaccinated against rabies;
- (3) A dog or cat that is suspected of having inflicted bodily injury on any human being or animal, or poses a threat to public safety; or
- (4) A dog or cat that has rabies or symptoms thereof, or that a person could suspect as having rabies, or that bites, scratches or otherwise creates a condition which may have exposed or transmitted the rabies virus to any human being or animal.

B. Disposition of Impounded Dogs and Cats.

- (1) If any dog or cat impounded under this Section is not called for by the owner within seventy-two (72) hours after notification of the

impoundment or within seventy-two (72) hours of impoundment where the owner cannot be reasonably ascertained, the dog or cat shall be placed for adoption, transferred to a rescue organization or euthanized;

- (2) Each stray dog or cat be declared a public nuisance;
- (3) Each unrestrained dog or cat be detained or impounded by the local rabies control authority or that officer's designee;
- (4) A humane disposition shall be made of each unclaimed stray dog or cat on the expiration of the required impoundment period.

C. Defense to this section

It is a defense to prosecution under this section that a cat at large is a part of a Trap-Neuter-Return program.

D. Restraint; Criminal Penalty.

A person commits an offense if the person fails or refuses to restrain a dog or cat owned by the person. An offense under this section is a Class C misdemeanor.

Sec. 3.01.004 Rabies and Zoonosis

A. Adoption of State Standards

The City of Forest Hill has, through adoption of this ordinance or otherwise, adopted the Texas Health and Safety Code 826, Texas Administrative Code Title 25 Part 1 Chapter 169A and the standards adopted by the executive commission of the Department of State Health Services.

B. Vaccination of Dogs and Cats Required

1. Except as otherwise provided by department rule, the owner of a dog or cat shall have the animal vaccinated against rabies by the time the animal is four months of age and at regular intervals thereafter as prescribed by department rule.
2. A veterinarian who vaccinates a dog or cat against rabies shall issue to the animal's owner a vaccination certificate in a form that meets the minimum standards approved by the executive commissioner.

C. Vaccination; Criminal Penalty

1. A person commits an offense if the person fails or refuses to have each dog or cat owned by the person vaccinated against rabies and the animal is required to be vaccinated under Texas Health and Safety Code Section 826.021 and department rules.
2. An offense under this section 3.01.004 is a Class C misdemeanor.
3. If on the trial of an offense under this section the court finds that the person has been previously convicted of an offense under this section, the offense

is a Class B misdemeanor.

D. Reports of Rabies

1. A person who knows of an animal bite or scratch to an individual that the person could reasonably foresee as capable of transmitting rabies, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the local rabies control authority of the county or municipality in which the person lives, in which the animal is located, or in which the exposure occurs.
2. The report must include:
 - (a) the name and address of the victim and of the animal's owner, if known; and
 - (b) any other information that may help in locating the victim or animal.
3. The local rabies control authority shall investigate a report filed under this section.

E. Quarantine; Criminal Penalty

1. A person commits an offense if the person fails or refuses to quarantine or present for quarantine or testing an animal that:
 - (a) is required to be placed in quarantine or presented for testing under Section 826.042 and department rules; or
 - (b) is required to be placed in quarantine under ordinances or rules adopted under this chapter by a county or municipality within whose jurisdiction the act occurs.
2. An offense under this section is a Class C misdemeanor.

Sec. 3.01.005 Treatment of Animals and Unlawful Restraint

A. Care and Humane Treatment of Animals

1. A person commits an offense if he fails to continuously and routinely provide an animal, which is in his care, custody or control or which is owned or harbored by him, with:
 - (a) good and wholesome food and potable water sufficient to maintain good health;
 - (b) adequate shelter;
 - (c) veterinary care when needed to prevent suffering; and
 - (d) with humane care and treatment.
2. A person commits an offense if he causes or allows an animal, which is in his care, custody or control or which is owned or harbored by him, to be at risk of being:

- (a) beaten, tormented, mentally abused, overloaded, overworked, maimed, disfigured, burned or scalded, mutilated or needlessly killed; or
 - (b) carried or transported in any vehicle or other conveyance in a cruel or inhumane manner; or
 - (c) kept in its own filth; or
 - (d) neglected or purposefully disregarded to the extent that the animal is significantly at risk for injury, illness, suffering or cruel treatment.
- 3. A person commits an offense if he crops a dog's ears, docks a tail, removes dew claws or performs other surgical procedures on a dog or cat except as provided by the Veterinary Licensing Act.
- 4. A person commits an offense if he uses a steel jaw or leg-hold trap to hold or capture an animal. The Animal Services Lead Animal Control Officer or designee may confiscate the trap or traps to be held as evidence in the case for the offense.
- 5. A person commits an offense if he abandons an animal which had been in his care, custody or control or owned or harbored by him. The offense of abandonment occurs at the location where the animal was abandoned and includes, but is not limited to, a residence after the person was evicted or from which the person has moved.
- 6. A person commits an offense if he causes or allows an animal, which is in his care, custody or control or which is owned or harbored by him, to be at risk for being trained or used for combat between animals or between animals and humans or if he has access to dog fighting or cockfighting equipment or paraphernalia causing the animal to be at risk for such combat.
- 7. A person commits an offense if he transports or carries on any public roadway any animal in a motor vehicle unless the animal is safely enclosed within the vehicle; and if traveling in an unclosed vehicle (including but not limited to convertibles, pickup trucks, jeeps, and flatbed trucks), the animal is safely confined by a vented container or cage, by chain, rope or other device cross-tied to prevent the animal from falling or jumping from the motor vehicle or from strangling on a single leash.
- 8. A person commits an offense if he leaves any animal in a standing or parked vehicle in such a way as to endanger the animal's health, safety, or welfare.

B. Unlawful Restraint of Dog

1. A person commits an offense if he uses a chain, rope, tether, leash, cable, or other device to attach a dog to a stationary object or trolley system. This section does not prohibit a person from walking a dog with a hand-held leash.
2. It is a defense to prosecution under this section that:
 - (a) the dog is being tethered during a lawful animal event, veterinary treatment, grooming, training, or law enforcement activity; or
 - (b) the dog tethering is required to protect the safety or welfare of a person or the dog, and the dog's owner maintains direct physical control of the dog; or
 - (c) the dog tethering is due to force majeure and the dog is tethered for less than one hour within a twenty-four period; or
 - (d) the dog tethering:
 - (1) occurs while the dog is within the owner's direct physical control; and
 - (2) prevents the dog from advancing to the edge of any public right-of way.
 - (3) The defenses under this section are only available if the following specifications are met:
 - (a) The chain, rope, tether, leash, cable, or other device is attached to a properly fitted collar or harness worn by the dog;
 - (b) The chain, rope, tether, leash, cable, or other device is not placed directly around the dog's neck;
 - (c) The chain, rope, tether, leash, cable, or other device does not exceed 1/20th of the dog's body weight;
 - (d) The chain, rope, tether, leash, cable, or other device, by design and placement allows the dog a reasonable and unobstructed range of motion without entanglement; and
 - (e) The dog has access to adequate shelter and clean and wholesome water.

Article 3.02 Dangerous Dogs

Sec. 3.02.001 Knowledge of Dangerous Dog

For purposes of this article, a person learns he is the owner of a dangerous dog when:

- A. The owner knows of an attack described in the definition of "dangerous dog;"
- B. The owner is notified by the Lead Animal Control Officer that the dog is a dangerous dog;
- C. The owner is notified by the Court that the dog is a dangerous dog; or
- D. The owner is notified by the Court that, after appeal, the Court has upheld the Lead Animal Control Officer determination that the dog is a

dangerous dog.

Sec. 3.02.002 Dangerous Dog Report

- A. The Lead Animal Control Officer may receive a report concerning a dangerous dog. Such report and supporting witness statements shall be in writing and sworn to on a form prescribed by the Lead Animal Control Officer.
- B. The Lead Animal Control Officer shall investigate all reports filed under this section and may issue sworn reports based on the Lead Animal Control Officer or observation.

Sec. 3.02.003 Dangerous Dog Determination

The City of Forest Hill Municipal Court may determine that a dog is a dangerous dog under Section 3.02.003 Subsection A below. The Lead Animal Control Officer may declare that an animal, including a dog, is a dangerous dog under Section 3.02.003 Subsection B below. Regarding a dangerous dog incident, the Lead Animal Control Officer has discretion to proceed under either Subsection.

A. Municipal Court:

- (1) The City of Forest Hill Municipal Court may determine that a dog is a dangerous dog in compliance with Texas Health and Safety Code, Section 822.0422. The Animal Services Lead Animal Control Officer may file a sworn report describing a dangerous dog incident with the Court. The sworn report shall present probable cause that the dog described in the report committed an attack described in Definitions, "Dangerous Dog."
- (2) The Lead Animal Control Officer shall furnish written notice to the owner of the animal, as identified in the complaint, to inform the owner that a dangerous dog report has been filed with the Court. The notice to the owner shall require the owner to deliver the dog immediately to the Lead Animal Control Officer upon receiving the notice, provided that the Lead Animal Control Officer may, in his discretion, accept proof that the animal is impounded with a licensed veterinarian according to the terms of Section 3.02.013(B). The notice to the owner shall have attached to it a copy of this Article. The notice to the owner shall also contain a statement that the owner will be notified by the Court of the date and time for the hearing. Notice to the owner by the Lead Animal Control Officer shall be provided as required by Section 3.02.003(B).

- (3) If the owner fails to deliver the dog as required by Subsection (B)(2), the Court shall order the Lead Animal Control Officer to seize the dog and shall issue a warrant authorizing the seizure. The Lead Animal Control Officer shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions at the owner's expense until the Court orders the disposition of the dog. The Court shall determine, after notice and hearing as provided in Section 3.02.004, whether the dog is a dangerous dog.

B. Lead Animal Control Officer:

- (1) The Lead Animal Control Officer may determine that a dog is a dangerous dog after investigation of a dangerous dog incident. The Lead Animal Control Officer shall furnish written notice to the owner of the dog as identified in the complaint to inform the owner that a dangerous dog report has been received. The owner will have five (5) calendar days from the date the owner is notified to provide the Lead Animal Control Officer information regarding the report. The Lead Animal Control Officer may consider additional information from other sources in the course of the investigation.
- (2) If, after investigating a dangerous dog report, the Lead Animal Control Officer finds that the dog is a dangerous dog, the Lead Animal Control Officer shall provide notice to the owner of that fact. The notice to the owner shall also contain a statement that the owner has a right to appeal and shall have attached to it a copy of this article.
- (3) Notice to the owner shall be mailed certified mail, return receipt requested, to the owner's last known mailing address, or delivered in person by the Lead Animal Control Officer. If the notice is mailed to the owner and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered. If the notice is given by mail, the date of notice is the date of delivery. If the date of delivery is not known, then notice given by mail is deemed to be delivered three (3) days after the date it is placed in a mail receptacle of the United States Postal Service. Notice that is delivered in person is deemed received on the date of in-hand delivery or on the date that the notice is left firmly affixed on or near the front door of each building on the property at the owner's address.
- (4) An owner, not later than fifteen (15) calendar days after the date the owner is notified that a dog owned by him is a dangerous dog, may appeal the determination of the Lead Animal Control Officer to the City of Forest Hill Municipal Court or as otherwise allowed by law. An owner

may appeal the decision of the Municipal Court as allowed by law.

Sec. 3.02.004 Hearing

- A. After the Court receives a sworn report of an incident involving a dangerous dog under Section 3.02.003(A)(1) or a report of a dangerous dog's owner's non-compliance with requirements under Section 3.02.005, the Court shall set a time for a hearing to determine whether the dog is a dangerous dog or whether the owner of a dangerous dog has not complied with the requirements of Section 3.02.005. The hearing must be held not later than ten (10) calendar days after the date on which the dog or animal is seized or delivered.
- B. The Court shall give written notice of the time and place of the hearing to:
 - (1) The owner of the dog or the person from whom the dog was seized;
 - (2) The person who made the report; and
 - (3) The Lead Animal Control Officer.
- C. Any interested party, including the city attorney, is entitled to present evidence at the hearing.
- D. An owner or the person who made the report may appeal the decision of the Municipal Court as allowed by law.

Sec. 3.02.005 Requirements for Owners of Dangerous Dogs

- A. Not later than fifteen (15) calendar days after a person learns that he is the owner of a dangerous dog, the owner shall:
 - (1) Register the dangerous dog with the Lead Animal Control Officer and maintain current registration at all times;
 - (2) Restrain the animal in a secure enclosure inspected and approved by the Lead Animal Control Officer;
 - (3) Acquire and maintain liability insurance coverage that includes coverage for animal attacks in an amount of at least One Hundred Thousand Dollars and No Cents (\$100,000.00) to cover damages resulting from an attack by the dangerous dog and provide proof of the required liability insurance coverage to the Lead Animal Control Officer. The owner shall notify the Lead Animal Control Officer immediately if a lapse in insurance coverage occurs or if the coverage ceases or is reduced at any time for any reason. The owner shall include in the policy provisions requiring the insurance provider to provide notice to the Lead Animal Control Officer not less than thirty (30) days prior to cancellation or any material change in coverage, and naming the Municipal Animal Services as a certificate holder;

- (4) Microchip and register the dangerous dog for its life with a national registry, and present proof to the Lead Animal Control Officer. The cost shall be at the owner's expense. The owner of the dangerous dog shall microchip the dog by implanting a microchip identification device on the animal within seven (7) calendar days after being notified by the Lead Animal Control Officer or the Court that such dog is dangerous or within forty-eight (48) hours of an unsuccessful appeal;
 - (5) Present proof to the Lead Animal Control Officer that the animal has been sterilized so as to prevent reproduction;
 - (6) Comply with all applicable regulations, requirements, and restrictions on dangerous animals; and
 - (7) Obtain written extension from the Lead Animal Control Officer to complete the registration requirements if necessary. All requests for extensions shall be in writing and, if granted by the Lead Animal Control Officer, shall total no more than 30 additional days.
 - (8) The owner shall pay any cost or fee assessed by the Municipal Animal Services in the amount set by resolution that is related to the seizure, acceptance, impoundment, compliance inspection or re-inspection, or destruction of the dangerous animal.
- B. An appeal of a dangerous dog determination by the Court under 3.02.003(A) or of a dangerous dog declaration by the Lead Animal Control Officer under Section 3.02.003(B) shall not act to stay the requirements of Subsection (A) except regarding implantation of a microchip as noted in Subsection (A)(4).
- C. The owner of a dangerous dog shall deliver the dog to the Lead Animal Control Officer immediately upon learning that the animal is a dangerous dog, if the animal is not already impounded.
- D. The owner of a dangerous dog who falls out of compliance with an owner's requirement of Subsection (A) shall deliver the dog to the Lead Animal Control Officer immediately.
- E. The Court may issue a warrant to seize the subject animal at any time the Court finds that probable cause of violation or non-compliance exists, including any time otherwise allowed for voluntary compliance. If, on application of the Lead Animal Control Officer, the Court finds, after notice and hearing as provided by Section 3.02.004, that the owner of a dangerous dog has failed to comply with or has fallen out of compliance with an owner's requirement of Subsection (A), the Court shall order the Lead Animal Control Officer to seize the animal and shall issue a warrant authorizing the seizure.
- F. The Court shall order the Lead Animal Control Officer to humanely destroy the dangerous dog if the owner has not timely complied with Subsection (A) and no perfected appeal is pending.

- G. The Court shall order the Lead Animal Control Officer to humanely destroy the dangerous dog if the owner falls out of compliance with an owner's requirement of Subsection (A) and fails to renew compliance within ten (10) calendar days after the dog is seized or delivered to the Lead Animal Control Officer and no perfected appeal is pending. The Court may order the Lead Animal Control Officer to return the dangerous dog to the owner if the owner renews compliance with Subsection (A) within said ten (10) calendar days or the Court may order the Lead Animal Control Officer to humanely destroy the dangerous animal if the owner falls out of compliance with an owner's requirement of Subsection 3.02.005, 3.02.007, or 3.02.008. No dangerous dog shall be returned to its owner after renewed compliance more than one (1) time.

Sec. 3.02.006 Registration

- A. The Lead Animal Control Officer shall annually register a dangerous dog if the owner is in compliance with the owner's requirements of Section 3.02.005. The owner shall present proof of compliance satisfactory to the Lead Animal Control Officer and shall pay an annual registration fee of Fifty Dollars and No Cents (\$50.00).
- B. The Lead Animal Control Officer shall provide to the owner registering a dangerous dog a dangerous dog registration tag. Such tag shall be of a bright distinguishing color, shall contain the year of registration engraved on its face and shall be larger than a normal license tag issued to dogs and cats. A dangerous dog registration shall be valid for one (1) year from the date of issuance.
- C. The owner of a registered dangerous dog shall attach the tag to the dog's collar, or similar device, and shall place such collar or device on the dog. The owner of a registered dangerous dog shall display current registration on the dog in this manner at all times.
- D. If the owner of a registered dangerous dog sells or gives away the dog or moves the dog to a new address, the owner, not later than the fourteenth day after the date of the sale, gift or move, shall notify the Lead Animal Control Officer of the animal's new address and new owner if applicable.
- E. If the owner of a registered dangerous dog sells or gives the animal to another person, the owner shall notify the other person at the time of the sale or gift that the dog is a registered dangerous animal.

- F. If a new owner keeps the dog within the City of Forest Hill, he shall register the dog with the Lead Animal Control Officer within ten (10) calendar days after receiving it.
- G. The owner of a dog, which has been deemed dangerous in another jurisdiction, shall not harbor the animal within the territorial limits of the City of Forest Hill.
- H. The Lead Animal Control Officer shall re-register a dangerous dog with a new owner if such owner is in compliance with this Chapter. Such owner shall present proof of compliance satisfactory to the Lead Animal Control Officer and shall pay a re-registration fee of \$25.00.
- I. If a dangerous dog's registration is expired when a new owner attempts to re-register it, the new owner shall follow the owner's requirements of Subsection (A) of this section 3.02.006.
- J. A re-registration shall be valid only for the time remaining on the prior registration.
- K. When the Lead Animal Control Officer is informed that a dangerous dog has been moved to another jurisdiction, he should notify the animal control authority for such jurisdiction of this information.
- L. In the event that a registered dangerous dog dies, the owner must present dispositive proof to the satisfaction of the Lead Animal Control Officer or his designee or present written verification by a licensed veterinarian, in order to verify the identity of the dangerous animal by microchip.

Sec. 3.02.007 Owner Notification of Attack

The owner of a registered dangerous dog shall notify the Lead Animal Control Officer of all attacks the animal makes on humans.

- A. Additionally, the owner of a registered dangerous dog shall notify the Lead Animal Control Officer of all attacks made by the dog on domestic animals and domestic fowl.

Sec. 3.02.008 Offenses

- A. A person commits an offense if the person is the owner of a dangerous dog and the dog makes an unprovoked attack on another person outside the dog's enclosure, and the attack causes bodily injury to the other person.

- B. A person commits an offense if the person is the owner of a dangerous dog and the dog makes an unprovoked attack on a domestic animal or domestic fowl while said dog is at large, and the attack causes bodily injury or death to the domestic animal or domestic fowl.
- C. A person commits an offense if the person is the owner of a dangerous dog or the new owner of a dangerous dog and performs an act prohibited or fails to perform an act required by this Article.

Sec. 3.02.009 Defense and Affirmative Defenses

It is an affirmative defense to prosecution under Section 3.02.008 that the person is a veterinarian, a peace officer, a person employed by a recognized animal services center or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody or control of the animal in connection with that position.

- A. It is an affirmative defense to prosecution under Section 3.02.008 that the person is an employee of the institutional division of the Texas Department of Criminal Justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes.
- B. It is an affirmative defense to prosecution under Section 3.06.008 that the person is a dog trainer or an employee of a guard dog company under the Private Investigators and Private Security Agencies Act (Article 4413[29bb], Vernon's Texas Civil Statutes), and is not the actual owner of the dog.
- C. It is a defense to prosecution under Section 3.02.008 that the person injured was teasing, tormenting, abusing, or assaulting the animal or has, in the past, been reported to have teased, tormented, abused, or assaulted the animal.
- D. It is a defense to prosecution under Section 3.02.008 that the person injured was committing or attempting to commit a crime.
- E. It is a defense to prosecution under Section 3.02.008 that the animal was protecting or defending a person while in the person's control, from an unjustified attack or assault.

Sec. 3.02.010 Muzzle and Restraint of Dangerous Animals

An owner of a dangerous dog shall not permit a dangerous dog to be outside the secure enclosure unless the dog is muzzled and restrained by a substantial chain or leash, no longer than six (6) feet in length, and a capable person is in immediate physical control of the leash. Such dog shall not be leashed to any inanimate object such as a tree, post, building, or other object. The muzzle shall

be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or dog.

Sec. 3.02.011 Additional Penalties for Violation of this Article

If a person is found guilty of an offense under Section 3.02.008(A) or 3.02.008(B), the Court may order the Lead Animal Control Officer to impound and destroy the dog immediately in addition to other penalties.

- A. The Lead Animal Control Officer may obtain a search and seizure warrant if the owner of a registered dangerous dog falls out of compliance with the owner's requirements of Section 3.02.005. The dog will remain impounded until proof as required by Section 3.02.005 has been satisfied and is approved by the Lead Animal Control Officer or the dog is destroyed.
- B. If impoundment of a dangerous dog is being attempted away from the premises of the owner and the impoundment cannot be made with safety, the dog may be destroyed without notice to the owner or harbinger. If an attempt is made to impound a dangerous animal from the premises of the owner or harbinger and the impoundment cannot be made with safety, the owner or harbinger will be given twenty-four (24) hours' notice that if said animal is not surrendered to Municipal Animal Services within said twenty-four (24) hour period, then the dog will be destroyed wherever it is found. After this notice, the dangerous dog may be destroyed during an attempt to impound if impoundment cannot be made with safety, wherever the impoundment is attempted. Notice under this Section shall be in writing. A written notice left at the entrance to the premise where the dangerous dog is harbored will be considered valid notice as of the date and time of posting. In lieu of surrendering the animal to Municipal Animal Services, an owner may permanently remove said animal from the City, if written proof of destination is provided to the Lead Animal Control Officer and transport is made in compliance with this Article.
- C. A dangerous dog impounded pursuant to this section and not reclaimed by its owner under the requirements of this section within ten (10) calendar days from the date of notice of impoundment shall be deemed abandoned and, at the discretion of the Lead Animal Control Officer, euthanized in a humane manner.
- D. In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed \$10,000. An attorney having civil jurisdiction for a municipality where the offense occurred may file suit in a court of competent jurisdiction to collect the penalty. Penalties collected under this subsection shall be retained by the municipality.

Sec. 3.02.012 Status of Animal

- A. The owner shall deliver the dog to the Lead Animal Control Officer immediately upon notification that a dangerous dog report has been filed with the Court under Section 3.02.003(A)(2).
- B. The owner shall deliver the dangerous dog to the Lead Animal Control Officer immediately upon notification that the Lead Animal Control Officer has declared that the animal is a dangerous animal under Section 3.02.003(B)(2).
- C. The owner shall deliver the dangerous dog to the Lead Animal Control Officer immediately upon notification that the animal is a dangerous animal, as required by Section 3.02.005(C).
- D. The owner shall deliver the dangerous dog to the Lead Animal Control Officer immediately when the owner falls out of compliance with any requirement of an owner of a dangerous dog, as required by Section 3.02.005(D).
- E. If the owner fails to deliver the subject animal as required in this Article, the Court shall order the Lead Animal Control Officer to seize the dog and shall issue a warrant authorizing the seizure, as provided in Section 3.02.005(E).
- F. No dangerous dog shall be returned to its owner at any time unless authorized by this Article and all owner's requirements are fulfilled.

Sec. 3.02.013 Impoundment and Destruction of Dog

- A. The Lead Animal Control Officer shall seize the subject dog according to a warrant or shall order such seizure and shall accept the dog into custody when delivered by the owner.
- B. The Lead Animal Control Officer shall provide for impoundment of the subject dog in secure and humane conditions until the Court orders the disposition of the subject dog. The Lead Animal Control Officer may accept proof of impoundment from a licensed veterinarian if such proof and impoundment are satisfactory to the Lead Animal Control Officer.
- C. The owner shall pay any costs and fees incurred by the Municipal Animal Services related to the seizure, impoundment, and destruction of a dangerous animal.
- D. The Court shall order the Lead Animal Control Officer to humanely destroy the dangerous dog if the owner of the dog has not been located within ten (10) calendar days after the seizure and impoundment of the animal and if no other statute or ordinance has allowed or required the animal's earlier destruction.

- E. The Court shall order the Lead Animal Control Officer to humanely destroy the dangerous dog if the owner has not timely complied with the owner's requirements, according to Section 3.02.005(F).
- F. The Court shall order the Lead Animal Control Officer to humanely destroy the dangerous dog if the owner falls out of compliance with an owner's requirement and fails to renew compliance within ten (10) calendar days, according to Section 3.02.005(G).
- G. The Court shall order the Lead Animal Control Officer to humanely destroy a dangerous dog that can no longer be returned to its owner under this Article.

Sec. 3.02.014 Compliance Re-inspections

The owners of dangerous dogs shall comply with all applicable regulations, requirements and restrictions on dangerous animals and may be re-inspected four (4) times per year by the Lead Animal Control Officer for compliance. For each inspection, the owner shall pay to the City a compliance re-inspection fee. The compliance re-inspection fee shall be in an amount set by resolution of City Council and is due to the City within thirty (30) days from the date of billing.

Article 3.03 Wild Animals/Bees

Sec. 3.03.001 Placement and baiting of animal traps and poison

- A. Humane traps shall be used to trap animals within the city, whether on public or private property.
 - (1) The person who places the trap, or who requests its placement, shall be responsible for checking the trap, the care of the animal while it is in the trap, and the notification to the department of any captured animal.
 - (2) All traps shall be checked at least daily.
 - (3) No traps shall be placed upon public property without written permission from the Municipal Animal Services. It shall be the responsibility of the person setting the trap to properly label the trap indicating the name and contact information for the owner and the date permission was obtained from the department.
- B. All captured domesticated animals shall be turned over to the department unless the animal is captured as part of a feral animal neutering program that has obtained written permission from the Lead Animal Control Officer to place traps within the city. All captured wild animals shall be turned over to the department, a wildlife educational center, or state-licensed wildlife rehabilitator within twenty-four (24) hours.
- C. Offenses A person commits an offense if he:
 - (1) Places, or places and baits, or allows the placing or placing and baiting,

of an steel-jawed trap (commonly known as a "bear trap", "wolf trap", "leg hold trap", or "coyote trap"), a body hold trap (commonly known as "connibear trap"), any snare trap, any noose-type trap, or any other trap designed, used, or adapted to be lethal or cause serious bodily injury or death of an animal;

- (2) Places or allows the placing of any substance, article, or bait that has in any manner been treated with any poisonous or toxic substance, including anti-freeze, or any drug in any place accessible to human beings, birds, dogs, cats, or other animals with the intent to kill or harm animals;
- (3) Fails to check a trap he has placed, placed, and baited, or allowed to be placed or placed and baited at least once every twenty-four (24) hours;
- (4) Places, or places and baits, or allows the placing or placing and baiting of any trap when the overnight low temperature is expected to be below forty (40) degrees Fahrenheit without first obtaining written permission from the department;
- (5) Places, or places and baits, or allows the placing or placing and baiting of any trap under conditions which may endanger the health of the animal due to exposure to rain, snow, extreme temperatures, lack of food or water, or under other circumstances that may cause bodily injury, serious bodily injury or death of the animal, whether or not such injury occurs;
- (6) Euthanizes, kills, or attempts to euthanize or kill a trapped animal in a manner other than one specifically allowed in this chapter;
- (7) Places or places and baits a trap or allows the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley, or other public place within the incorporated limits of the city unless specific written permission by the Lead Animal Control Officer has been granted. This subsection shall not apply to a city enforcement agent or an agency working in compliance with written permission from the department for placing the trap on public property;
- (8) Removes, alters, damages, or otherwise tampers with a trap or equipment belonging to or placed at the request of the department; or
- (9) Places, or places and baits a trap, other than a commercially available trap solely designed to exterminate mice, rats, or insects, for commercial profit, without identifying the trap with the name, telephone number, and Texas Department of Agriculture structural pest control applicator license number of the applicator who placed or placed and

baited the trap.

- D. Any trap found to be set in violation of this chapter may be confiscated by a city enforcement agent and held as evidence in the case for the offense.
- E. This section shall not be interpreted to restrict the extermination of rats, mice, or insects, through the use of traps, poisons, or other commercially available means when used in that person's residence, property, accessory structure, or commercial establishment and in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that does not violate any other section of this chapter.

Sec. 3.03.002 Dangerous Wild Animals

- A. All dangerous wild animals as set forth in this chapter's definition are prohibited in the City of Forest Hill.
- B. It is an affirmative defense to prosecution that:
 - (1) The person is or is acting on behalf of:
 - (a) A county, municipality, or agency of the state or an agency of the United States or an agent or official of a county, municipality, or agency acting in an official capacity;
 - (b) A research facility, as that term is defined by Section 2(e), Animal Welfare Act (7 U.S.C. Section 2132), and its subsequent amendments, that is licensed by the secretary of agriculture of the United States under that Act; or
 - (c) An organization that is an accredited member of the American Zoo and Aquarium Association.
 - (2) The Dangerous Wild Animal is: injured, infirm, orphaned, or abandoned, and is being transported for care or treatment;
 - (3) The Dangerous Wild Animal is injured, infirm, orphaned, or abandoned, and is being rehabilitated, treated, or cared for by a licensed veterinarian, an incorporated humane society or animal shelter, or a person who holds a rehabilitation permit issued under Subchapter C, Chapter 43, Parks and Wildlife Code;
 - (4) The Dangerous Wild Animal is owned by and in the custody and control of a licensed circus, carnival, or zoo, acting in compliance with all city ordinances including but not limited to, the Zoning Chapter of the City Code of Ordinances; or
 - (5) The Dangerous Wild Animal is in the temporary custody or control of a television or motion picture production company during the filming of a television or motion picture production in this state.

Sec. 3.03.003 Bees

- (A) A person commits an offense if he keeps or allows bees, their hives, or any abandoned hives within the city limits not meeting any one or more of the following requirements:
- (a) All hives shall be surrounded by barriers placed at least ten (10) feet from the hive and not less than eight (8) feet in height that change the flight path of the bees as they leave the hives;
 - (b) There shall be no more than three (3) hives per city lot;
 - (c) There is an adequate source of water within twenty (20) feet of all hives;
 - (d) There may be maintained one (1) nucleus for each two (2) colonies. The nucleus shall not exceed one (1) ten-frame hive body. Each nucleus shall be disposed of within sixty (60) days after it is acquired;
 - (e) Each hive must be re-queened at least once every twenty-four (24) months; and
 - (f) The owner notifies the city enforcement agent, in writing, of the location and number of hives in his possession. Additionally, the owner shall keep purchase receipts and written records of the exact dates he re-queens each hive for at least two (2) years.
- (B) A person commits an offense if he owns, harbors, or possesses bees and refuses, upon request by the department, to make his bees, premises, facilities, or equipment available for inspection during reasonable hours.

Article 3.04 Animal Nuisance

Sec. 3.04.001 Nuisances

The following shall constitute a public nuisance when caused, allowed, maintained or suffered to exist within the territorial limits of the City of Forest Hill:

- A. Any at large animal;
- B. Any animal that molests, chases or attacks passersby, passing vehicles or other animals;
- C. Any dog or cat over four (4) months of age that does not have a microchip implanted;
- D. Failing to confine a female dog or cat while in season in a building or secure enclosure in such a manner that she cannot come into contact with another dog or cat, or create a nuisance by attracting other animals; provided this section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of an animal which is being bred;

- E. Any prohibited animal as defined in this Chapter;
- F. Any dangerous animal as defined in this Chapter;
- G. Maintaining animals or property in an environment of unsanitary conditions or lack of cleanliness that results in offensive odor or is dangerous to the public health, welfare, or safety or a failure to maintain animals in a condition of good order and cleanliness so as to reduce the probability of transmission of disease;
- H. Harboring, breeding, keeping or raising any animal or bird which, by causing frequent or long-continued noise disturbs the peace and quiet of persons in the neighborhood or the occupants of adjacent premises who have and possess normal nervous sensibilities;
- I. Defecation - Removal and Disposal Required; Implements Required
 - (1) An owner or person who has care, custody or control of an animal commits an offense if, he permits or by insufficient control allows an animal to defecate on private property not his own or on property located in a public place without immediately removing and disposing of the defecation material in a sanitary and lawful manner.
 - (2) An owner or person who has care, custody or control of an animal commits an offense if, he permits or by insufficient control allows an animal to enter or remain on private property not his own or on property located in a public place without having in his possession materials or implements that, either alone or in combination with each other, can be used immediately in a sanitary and lawful manner to remove and dispose of defecation the animal may deposit on such property.
 - (3) It is an affirmative defense to prosecution under this section that:
 - (a) The animal is a police service animal under the supervision of a police officer in the performance of his official duties;
 - (b) The animal is a "service dog" performing duties of assisting the disabled;
 - (c) The animal is a waterfowl at a municipality owned facility; or
 - (d) The owner of the private property has given consent or permission for the animal to defecate on his property.
- J. The keeping of more than the maximum number of animals permitted by this chapter, or the zoning ordinance, as amended, shall be a public nuisance.
- K. It shall be unlawful to keep or harbor more than four (4) dogs and four (4) cats in the aggregate three (3) months of age or older on any premises used or zoned for residential purposes, unless otherwise restricted by the zoning ordinance.

Article 3.05 Miscellaneous Provisions Regarding Animals

Section 3.05.001 Disposal of Dead Animals

- A. Dead animals, excluding those intended for human or animal consumption shall be disposed of as follows:
- (1) Animals weighing fifty (50) pounds or less may be buried on the owner's premises at a depth of not less than twelve inches (12").
 - (2) Animals weighing twenty (20) pounds or less may be placed for trash collection if they are first wrapped securely in newspaper and put in a bag of a type approved by the Lead Animal Control Officer.
 - (3) Animals may be disposed of at the landfill, sold or given to a renderer, or buried in a properly zoned pet cemetery.
 - (4) If requested by the owner, dogs and cats will be picked up by the City and disposed of at the landfill or incinerated. There shall be a fee for this service at an amount set by resolution of the City Council.
 - (5) The Landfill Manager shall have the right to refuse a dead animal if placing such animal in the landfill would pose a health risk.
 - (6) The Animal Services Lead Animal Control Officer shall have the right to refuse to accept any dead animal if he determines that transporting such animal would cause a health risk to humans or to animals at the Municipal Animal Services Shelter.
- B. A person commits an offense if he disposes of a dead animal in a manner other than as provided by this Section.
- C. The owner of an animal which has died commits an offense if he fails to properly dispose of such animal within twenty-four (24) hours of its death.

Sec. 3.05.002 Dog and Cat Microchipping Required

- A. The owner of any dog or cat must have the animal implanted with a registered microchip before the animal attains four (4) months of age.
- B. The owner of a microchipped dog or cat shall maintain current registration with a microchip registration company.
- C. If there is a change in contact information of an owner of a registered microchipped dog or cat, the owner shall update contact information, including new address or telephone number, with the microchip registration company within thirty (30) days of the date of the change in contact information.
- D. If there is a change in ownership of a registered dog or cat, the previous owner shall be responsible for ensuring that the microchip is no longer registered in the previous owner's name within thirty (30) days of the date of change in ownership. The new owner shall be responsible for re-registering the microchip to include any new address and telephone number and have the registration information transferred to the new owner's name within thirty (30) days after the change in ownership.

- E. A person commits an offense if the person owns, keeps, harbors or has custody of any dog or cat over four months of age without complying with this Ordinance.

Sec. 3.05.003 Sale of Animals

- A. A person commits an offense if a person sells, exchanges, trades, barter, leases, rents, gives away, or displays, without a valid permit, any live animal on any roadside, public right-of-way, parkway, median, park, playground, swimming pool, other recreation area, or commercial or retail parking lot that is generally accessible by the public, regardless of whether such access is authorized.
- B. It is an affirmative defense to prosecution under subsection (A) that the person is an employee of or is acting in his or her capacity as an employee of: a veterinary clinic; an animal hospital; a business that has a certificate of occupancy from the building inspection division authorizing the occupancy of the premises purposes of operating a business selling pets; an animal shelter; an animal welfare, rescue, or adoption agency that is a registered non-profit entity; a bona fide zoological park; an educational institution; a museum; an event being conducted primarily for the sale of agricultural livestock such as hoofed animals or animals or fowl commonly raised for food, dairy, or fiber products; a licensed laboratory; a publicly owned nature center; a bona fide member of an educational or scientific association or society approved by the Lead Animal Control Officer; persons holding permits from an agency of the state or the United States for the care and keeping of animals for rehabilitative purposes; an animal establishment in compliance with the this Chapter; or a person caring for animals in his or her private residence in compliance with this Chapter.

Sec. 3.05.004 Spay/Neuter of Animals

- A. All animals within the City of Forest Hill are required to be spayed/neutered unless they are under the control of an individual.
- B. All impounded animals are required to be spayed/neutered within thirty (30) days of release from impoundment.
- C. It is an affirmative defense to prosecution under subsection (B) above that the owner of the animal has provided proof to the satisfaction of the Lead Animal Control Officer to establish that:
 - (1) The owner of the animal is a member of a club which is associated with a national registry, a national breed club, or a local all-breed club; and the owner does not sell twelve (12) or more intact animals per year. Proof may be provided in the form of a sworn affidavit from an officer, director, or person of similar managerial authority in the organization, indicating that the organization falls under the criteria of the affirmative defense in this subsection, and that the owner does not sell twelve (12) or more intact animals per year.

- (2) The animal was at large and impounded due to force majeure.
- (3) The animal was at large and impounded due to fire, criminal or negligent acts of a third party who does not reside at the animal owner's residence. Additionally, verification of the incident must be presented to the Lead Animal Control Officer in the form of a police or fire report, or the sworn testimony or affidavit of police or fire personnel."

Section 2. All ordinances of the City of Forest Hill in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Forest Hill not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 3. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances and ordinances of the City, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 4. If any section, paragraph, sentence, subdivision, clause, phrase or provision of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the ordinances of the City of Forest Hill.

Section 5. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS THIS THE 4TH DAY OF FEBRUARY 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

**Amy L. Anderson, TRMC, CMC
City Secretary**

**Courtney Goodman-Morris
Asst. City Attorney**



Mayor and Council Communication Deliberation Item 8i

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Discuss and consider approval of Ordinance 2025-05, an ordinance of the City of Forest Hill, Texas amending the City's Master Fee Schedule by adding thereto fees related to animal services.

BACKGROUND: In amending the Animal Control Ordinance, it is also necessary to amend the fee schedule for the division. The fees adopted will be utilized by our Municipal Animal Services staff.

Staff is recommending approval of this ordinance to protect the health, safety, and general welfare of our citizens and animals within the City. This same ordinance will be presented to the Everman City Council later this month. It has been reviewed by the City Attorney of each municipality.

FISCAL IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney as to form and legality

ATTACHMENTS:

1. Ordinance 2025-05 Animal Control Fee Schedule

MOTION:

Motion to approve or deny Ordinance 2025-05, an ordinance of the City of Forest Hill, Texas amending the City's Master Fee Schedule by adding thereto fees related to animal services.

CITY OF FOREST HILL
ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF FOREST HILL, TEXAS, AMENDING THE CITY'S MASTER FEE SCHEDULE BY ADDING THERETO FEES RELATED TO ANIMAL SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Forest Hill is a home rule municipality; and

WHEREAS, Section 51.072 of the Texas Local Government Code authorizes the City Council the full power of local self-government; and

WHEREAS, in order to offset costs associated with provision of animal services throughout the city, the City Council desires to add such fees to the City's Master Fee Schedule; and

WHEREAS, the City Council finds and determines that it is in the best interest of the public and in support of the health, safety, and general welfare of the citizens of the City to adopt such fees;

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

SECTION 1. That the Master Fee Schedule of the City of Forest Hill shall be and it is hereby amended City of Forest Hill Code of Ordinances is amended to include the following fees related to provision of Animal Services:

Animal Services Fees	
Animal Registration	
Initial Registration (includes microchipping)	\$20.00
Annual Renewal Registration	\$10.00
Adoption Fees	
Dog (includes microchipping and 1 st year registration)	\$80.00
Cat	\$50.00
Impoundment	
First Impoundment	\$50.00
Second Impoundment	\$75.00
Third Impoundment	\$100.00
Quarantine (Shelter)	\$20.00/day
Quarantine (In Home for eligible animals only)	\$5.00/day

Miscellaneous	
Owner Surrender (Altered)	\$35.00
Owner Surrender (Unaltered)	\$50.00
Corpse Removal Fee (from residence)	\$20.00
Euthanasia at Owners Request	\$35.00
Corpse Disposal Fee	\$35.00
Kennel Permit Fee	\$25.00
Animal Trap Deposit (refundable upon return)	\$250.00
Return to Owner Microchip Fee	\$20.00
Dangerous Dog	
Dangerous Dog Inspections (Per Inspection) 4 per year)	\$37.50
Annual Dangerous Dog Registration	\$50.00
Dangerous Dog Holding (Shelter)	\$25.00/day
Acceptance of Dangerous Animal	\$100.00
Seizure of Dangerous Dog	\$400.00

SECTION 2. That the Master Fee Schedule, as amended, shall be maintained in the City Secretary's Office in accordance with Section 1-22 of the Forest Hill Code of Ordinances.

SECTION 3. all provisions of the ordinances of the City of Forest Hill in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and all other provisions of the ordinances of the City of Forest Hill not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4 That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Forest Hill, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 6. This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS THIS THE 4TH DAY OF FEBRUARY 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris
Asst. City Attorney

Mayor and Council Communication Deliberation Item 8j

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: **Discuss and consider approval of Resolution 2025-08, a resolution of the City of Forest Hill, Texas approving amendments to the City of Forest Hill Employee Personnel Policies and Procedures Manual.**

BACKGROUND: From time to time and as presented to the City Council for approval, the City of Forest Hill Employee Personnel Policies and Procedures Manual can be updated.

The update being presented to the current manual will include the following in the stated sections:

- “Personal Appearance” – adding definition for leggings
- “Compensation-Overtime Pay”
 - a. Will change “21-day work cycle” to “14-day work cycle” for the Fire Department to be in-line with all other staff pay periods;
 - b. Will clarify that Civil Service Fire employees must work over 106 regular hours in a pay period in order to be paid overtime hours and Civil Service Police employees must work over 84 regular hours in order to be paid for any overtime hours;
- “Compensation-Holiday Pay” – revised to follow Fair Labor Standards Act (FLSA) guidelines
- “FMLA” – clarifying holiday pay
- “Holidays” – clarify that employee will not be paid for a holiday while on FLMA leave

FISCAL IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney as to form and legality

ATTACHMENTS:

1. Resolution 2025-08 Personnel Policies and Procedure Manual Amendment
2. Personnel Policies and Procedures Manual Revision 02-2025

MOTION:

Motion to approve or deny Resolution 2025-08, a resolution of the City of Forest Hill, Texas approving amendments to the City of Forest Hill Employee Personnel Policies and Procedures Manual.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY OF FOREST HILL, TEXAS, APPROVING AMENDMENTS TO THE CITY OF FOREST HILL EMPLOYEE PERSONNEL POLICIES AND PROCEDURES MANUAL ; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Forest Hill Home Rule Charter, Section 13.10, provides, in part, that the City Manager shall establish personnel policies subject to approval by the City Council; and

WHEREAS, the City Manager, in consultation with the City Attorney, is recommending the approval of amendments to the City of Forest Hill Employee Personnel Policies and Procedures Manual;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The City Council approves the amendment of the City of Forest Hill Employee Personnel Policies and Procedures Manual as incorporated into the City of Forest Hill Employee Personnel Policies and Procedures Manual attached hereto and incorporated herein by this reference as Exhibit "A," which amended and restated City of Forest Hill Employee Personnel Policies and Procedures Manual shall be effective in its entirety immediately.

SECTION 2. The City of Forest Hill Employee Personnel Policies and Procedures Manual shall be applied prospectively and not retroactively.

SECTION 3. All resolutions of the City of Forest Hill, in conflict with the provisions of this resolution be, and the same are hereby repealed; provided, however, that all other provisions of said resolutions not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 5. This resolution shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such cases provide.

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**DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY
THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS.**

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

**Amy L. Anderson, TRMC, CMC
City Secretary**

**Courtney Goodman-Morris
Asst. City Attorney**

EXHIBIT A
CITY OF FOREST HILL PERSONNEL POLICIES AND PROCEDURE MANUAL



EMPLOYEE PERSONNEL POLICIES AND PROCEDURES MANUAL

REVISED 02/04/2025

Resolution No. 2025-08

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PURPOSE OF THIS POLICY MANUAL

This manual is a summary of personnel policies and procedures established to assist managers, supervisors, and employees of the City of Forest Hill in the administration of positive employee relations in accordance with sound management principles and applicable laws and regulations.

Although most major areas of personnel policy are defined in this manual, some situations may not be cited specifically. In these instances, management retains the right to establish policy. With the exception of certain policies covering civil service employees, the policies in this manual supersede all prior written and/or oral City policies. The policies in this manual apply to all City of Forest Hill employees unless specified otherwise by the policy itself or by state law, City Charter, a specific departmental policy, or official City Council action.

It is the responsibility of each employee of the City to read, understand and comply with all policies in this manual and with other rules and regulations implemented in accordance with these policies. Questions about any policies, procedures, rules, or regulations should be discussed with the immediate supervisor or Department Director.

This manual represents the City's general policies. Individual departments may establish additional policies that are consistent with City policies and procedures, subject to approval by the City Manager. Such policies and procedures will be on file in the Human Resources Department and be posted or distributed to affected employees.

Each employee's supervisor or Department Director will communicate specific departmental rules and regulations. It is the goal of management to administer personnel policies in a consistent, fair, and impartial manner.

This manual is not a contract of employment or benefits. The language used in any statement, policy, or procedure herein is not intended to create, nor is it to be construed to create a contract between the city and any or all employees. Nothing in this Manual should be construed as a guarantee of continued employment by or benefits from the City. All employees are subject to discharge with or without cause. Employment with the City is at-will and either the employee or the employer may terminate the relationship at any time for any reason not contrary to law or for no reason at all. The at-will status of any employee may not be modified or rescinded by any oral or written statements by any person, including appointed or elected officials, any personnel manual, employment applications, or other materials provided to employees.

The manual's provisions have been developed at the discretion of City officials, and except for its policy of employment at will, it may be amended or canceled at any time, at the City's sole discretion. Present or prospective employees should not rely on oral or written statements as representing an employment contract. Chapter 143 of the Texas Local Government Code provides the structure by which police and fire civil service personnel are employed by the City. The Meet and Confer Agreement may be used when there are questions about specific items in this personnel manual.

EMPLOYEE RELATIONS OBJECTIVES

The City of Forest Hill's employee relations program objectives are:

1. To provide for fair and equal treatment of applicants for employment and for existing employees.
2. To recruit, select and advance people who are qualified and who demonstrate their performance.
3. To encourage the career development of City employees so as to retain excellent employees who will render their best service to the citizens of Forest Hill.
4. To classify work and compensation in a fair and equitable manner based on relative duties and responsibilities of all positions in the City's service.
5. To provide a climate that will encourage employees to maintain high levels of personal motivation, quality working environments, opportunities for achievement/recognition growth, and high productivity results in job satisfaction.

Each employee of the City of Forest Hill is individually responsible for the safe and courteous accommodation of the citizens of Forest Hill.

The strength and future development of the City depend upon the contribution made by each employee of the City, regardless of position. Accordingly, each employee is responsible for the proper use, and safeguarding of City property and equipment. Safety rules and procedures have been established for the protection of employees and citizens, and the City expects employees to follow them. The City believes that employees who take pride in their work help reduce expenses by eliminating careless use of equipment, improper maintenance, or poor workmanship.

Each Department Director or Supervisor of the City of Forest Hill is expected to be fair, honest, and trustworthy, and to treat each employee with dignity and respect while valuing their individual diversity. The City believes there must be mutual respect in working relationships. Employees and supervisors must realize that rules, daily decisions, and friendly attitudes combine to create an efficient, effective, and communicative work environment that will encourage and foster teamwork.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City of Forest Hill to provide Equal Employment Opportunity in all aspects of the employment relationship to all persons. Equal Employment Opportunity is the law of the land, and the City of Forest Hill will not discriminate because of race, age, sex, gender, color, religion, national origin, disability, veteran status, or any other characteristic protected by law. The City will provide reasonable accommodations on behalf of qualified individuals with disabilities unless doing so would cause an undue hardship on the City; or, if the individual poses a direct threat to the safety of himself or herself or others.

This Equal Employment Opportunity policy applies to all aspects of the employment relationship including, but not limited to, recruiting, interviewing, testing, ranking, selection, compensation, promotion, transfer, performance appraisals, training, discipline, layoff, and discharge.

Employees with questions or concerns about any type of discrimination in the workplace are strongly encouraged to bring these issues to the attention of their Department Director or the City Manager. Any employee who observes unlawful discrimination in the workplace or who feels that he or she has been subjected to unlawful discrimination must report it immediately to their Department Director or the City Manager. Any supervisor or manager who becomes aware of possible unlawful discrimination must immediately advise their Department Director or the City Manager. Preserving a workplace free of unlawful discrimination is the responsibility of all employees. Employees may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

SEXUAL AND OTHER UNLAWFUL HARASSMENT

The City is an equal opportunity employer. Employment discrimination on the basis of race, religion, color, sex, gender, national origin, age, disability, or any other characteristic protected by law, is prohibited. One form of unlawful discrimination is sexual harassment. Unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of prohibited conduct include unwelcome discussion of sexual activities, touching, display of sexually explicit pictures, use of sexually suggestive gestures, and sexual remarks about physical attributes.

Harassment of employees on the basis of race, religion, color, national origin, age, gender, or disability is prohibited. Slurs, epithets, and jokes based on these characteristics are not tolerated in the workplace. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., via facsimile, e-mail, and/or the internet. Harassment of any nature, when based on race, religion, color, sex, gender, national origin; age, or disability will not be tolerated. This policy applies to City employees, citizens, vendors, and visitors to the workplace.

All employees of the City are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. Employees of the City are also required to refrain from harassing citizens, employees, vendors, and all other third parties.

Any employee who observes unlawful harassment in the workplace or who feels that he or she has been subjected to unlawful harassment must report it immediately to their Department Director or the City Manager. (Employees who report directly to the City Manager may make a report to any Department Director if they feel uncomfortable reporting it to the City Manager.) Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise their Department Director or the City Manager. Preserving a workplace free of unlawful harassment is the responsibility of all employees.

All reports of unlawful harassment will be investigated promptly by management in as confidential a manner as possible. All employees are required to cooperate with the investigation. No retaliation will be permitted against employees who make a good faith charge or report of illegal harassment. Where the City's investigation substantiates an allegation of harassment, appropriate measures will be taken. Discipline, up to and including termination will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of illegal harassment were fabricated or exaggerated.

PERSONNEL RECORDS

The Human Resources/Civil Service Department maintains official personnel records for all employees in accordance with applicable law. Important events in each employee's service must be recorded and kept in these records. Contents include but are not limited to employment applications, payroll changes, payroll deductions, performance evaluations, commendations, and disciplinary actions.

Employee medical records, as well as alcohol and/or drug testing records, are maintained in confidential files separate and apart from employee personnel files and may be accessed only by:

1. Human Resources, first-aid, and safety personnel who need information in order to provide special assistance to an employee in the event of an emergency;
2. Government officials investigating compliance with federal or state laws prohibiting discrimination on the basis of disability;
3. Contract service providers in connection with the City's health coverage provider benefits or workers' compensation;
4. Persons in possession of a court order allowing their access; or
5. Other access allowed or required by law.

In addition to the official record, departments, and supervisors may maintain files covering employees within their functional areas. Departmental/supervisory files may serve as sources of documentation concerning performance factors. Official personnel files are maintained in the Human Resources/Civil Service office in accordance with the State of Texas requirements on governmental records retention.

The City respects the privacy of its employees and ensures that all information regarding employees is collected, stored, and retained in accordance with City guidelines and state and federal laws. All documents relating to the City's personnel records are securely maintained by Human Resources and can only be accessed by authorized personnel. Access and release of information in employee personnel files is controlled by provisions in the Texas Public Information Act, Texas Government Code Chapter 552, and the Freedom of Information Act. No information on current or former employees will be released to outside parties except by the Human Resources Department or by other parties after consultation with the City Attorney.

Employees who wish the City to release confidential information about their employment as part of employment references must provide the Human Resources/Civil Service Director with a signed letter specifying what information may be released and authorizing that release. The City will release only that confidential information that has been approved and will maintain a written record of released information.

Employees are required to keep their supervisor informed of their current address and telephone number.

AMENDMENT OF PERSONNEL POLICIES

The City Manager must go before the City Council before making any changes in the content of this Personnel Policy Manual.

The City will notify all employees of adopted changes to the Personnel Policy Manual in a timely manner. The City, through the City Manager with City Council approval, retains the authority and discretion of altering this Personnel Policy Manual.

After amendment, the previous policy shall no longer be in effect, even for employees who were hired or retained under such replaced or amended policy.

NEPOTISM AND FRATERNIZATION RESTRICTIONS

Nepotism

Employment of relatives is permitted subject to the restrictions stated in this policy. The City shall not appoint, employ, nor allow to remain appointed or employed, an immediate family member of a current City officer, official, or employee. No City employee shall use their position to influence the appointment, employment. The term "immediate family member" shall include any person related to an employee within the first degree by consanguinity and/or within the first degree by affinity. Employees shall not be placed in positions in which they would supervise or be supervised by an immediate family member; or be in a position where immediate family members could affect each other's employment, promotion, salary administration, or other related management or personnel transactions.

As provided by law, no person related to a member of the City Council or the City Manager within the second degree by affinity or the third degree by consanguinity shall be employed or remain employed by the City except as permitted by Chapter 573, Texas Government Code.

To prevent accusations or perceptions of biased conduct arising from family relationships and to maintain the confidentiality of restricted information in the workforce, close family relationships shall be restricted as set forth herein. "Close family member" shall be deemed to be a relative within the first degree of consanguinity or the first degree of affinity, and shall include a former spouse. The following further restrictions apply to the employment of close family members:

- No employee in the relationship will supervise, review, or process the work of the other.
- The employees' relationship must not create a conflict between employee-employer interests; and
- There must be no interdependence or relationship between the jobs of the individuals concerned which could be potentially detrimental to the interests of the City.

No employee shall serve in a supervisory position in a workgroup which contains a close family member. If such a relationship is created while both employees are already working for the City, one or both individuals may be reassigned and/or terminated from City employment. The term "workgroup" shall be deemed to be all the members of the department unless otherwise defined by the Department Director with the concurrence of the City Manager. Department Directors shall be deemed members of all work groups in their departments.

Fraternization

The City of Forest Hill encourages amicable working relationships between members of management and their subordinates. Involvement in a romantic relationship or personal friendship that compromises or creates a perception that compromises an employee's ability to perform his/her job are prohibited. Violation of this policy may lead to disciplinary action, up to and including the termination of the employment of one or more of the employees concerned.

Any relationships and behavior outside the workplace between management and subordinates that lead to favoritism, or perception of favoritism, are also prohibited. Violation of this policy may lead to disciplinary action, up to and including termination of employment of the management employee involved in the relationship.

Failure by a supervisor to disclose their knowledge of a financial or personal relationship between employees that is prohibited by this section (including relationships involving the supervisor) to their supervisor, or the Human Resources/Civil Service Department, may result in disciplinary action, up to and including termination of employment. Failure of an employee to disclose his or her involvement in a personal relationship that is prohibited by this section to their supervisor, or the Human Resources Department may result in disciplinary action, up to and including termination of employment.

SELECTION

All position vacancies at the City of Forest Hill are listed with the Human Resources/Civil Service Department which receives applications for employment and performs preliminary screening to assure that applicants meet the established qualifications for open positions. Selection of new employees is the responsibility of each Department Director with final approval by the City Manager or his/her designee.

The starting rate of pay offered by the hiring department must be within the posted salary range for the position. Where minors under the age of 18 are offered employment, the City must receive a minor's release indicating authorization to be employed.

An applicant's acceptance of an employment position does not create a contractual obligation upon the City.

FALSIFICATION OF APPLICATION

The City relies on the accuracy of information provided by individuals in their resume and employment application, as well as other data provided throughout the hiring process and during employment. Any misrepresentations, falsifications, or material and/or purposeful omissions in any of this information may result in the exclusion of the applicant from further consideration for employment or, if the person has been hired, disciplinary action, up to and including termination from employment.

EMPLOYMENT PHYSICAL EXAM

Individuals who receive a conditional offer of employment from the City in certain job classifications may undergo a physical examination prior to the first day of employment. The offer of employment is conditional upon the results of that physical examination.

Employees who are transferred or promoted by the City into certain job classifications may also be required to undergo a physical examination to ensure that they are capable of performing the essential functions of their new position.

Medical examinations will be performed by a physician designated by the Human Resources/Civil Service Director and will be paid for by the City.

CONTINUING HEALTH AND FITNESS

Each employee is responsible for maintaining the standards of physical and mental health required to perform the essential functions of his or her position, with or without reasonable accommodation. An employee may be required to take a physical exam and/or answer medical inquiries at any time to confirm that they meet the physical qualifications for their job. The need for an examination or inquiry may be triggered by some evidence of problems related to job performance or safety, or an examination may be necessary to determine whether individuals in physically and/or mentally demanding jobs continue to be fit for duty. In all cases, a medical examination or inquiry will be job-related and consistent with business necessity. Each situation will be reviewed on a case-by-case basis by the employee's Department Director.

Department Directors may require periodic special examinations to qualify for continued employment in the specific job classification. Any physical or mental examination will be performed by a City-designated physician. The City will pay for the examination. Correction or treatment of conditions diagnosed during these examinations will be the employee's responsibility and may be covered by insurance benefits provided through the City's employee insurance program.

The City may require a physical examination by a physician before authorizing an employee to return to work following either an on-the-job or an off-the-job injury.

EMPLOYMENT STATUS

It is the intent of the City to clarify the definitions of employment classifications so that employees understand their employment status and benefits eligibility. Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. Employees are informed of their status as exempt or non-exempt at the time of their initial employment, or subsequently, if their classification changes for any reason. An employee's exempt or non-exempt classification may be changed only upon written notification by the City Manager.

Non-exempt Employees - Non-exempt fire and police personnel are entitled to overtime pay for hours worked in excess of their established work cycle. Other non-exempt employees are entitled to overtime pay for hours worked in excess of 40 in a work week, under the specific provisions of federal and state laws.

Exempt Employees - Exempt employees are those who are not covered by applicable wage and hour laws. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a work week or, for non-exempt fire and police personnel, beyond the hours for their established work cycle. Exempt employees are expected to put in the hours necessary to complete their assignments on a timely and quality basis.

Similarly, no deductions will be made from an exempt employee's salary for absences, whether for a full or partial day, if the absence is caused by the City or by the operating requirements of the City, e.g., if City Hall is closed due to inclement weather, if City Hall is closed for Thanksgiving, Christmas, or other holiday recognized by the City. Further, exempt employees will be paid for absences caused by jury duty, attendance as a witness, or temporary military leave. The City may, however, offset an exempt employee's salary by the amount the employee receives in jury or witness fees, or military pay.

This policy is subject to the general rule that, absent accrued paid leave time, an employee need not be paid for any work week in which he or she performs no work.

In addition to the above categories, each employee will belong to one of the following employment categories:

Probationary Employees - For non-civil service employees, the first six months of each new employee's work with the City is a probation period; non-civil service employees are considered probationary employees until they have actually performed their job duties for the requisite six months. Civil service employees serve a probationary period of one year beginning on their date of employment as a firefighter or police officer. See the City's Probation Period Policy for more information.

Regular Full-Time Employees - Regular full-time employees are employees who are not in a temporary or part-time status, have successfully completed their probationary period, and are regularly scheduled to work 40 hours or more per week. Generally, regular full-time employees are eligible for the City's benefits package including vacation leave, sick leave, and holiday pay, subject to the terms, conditions, limitations, and waiting periods of each benefit program. Regular full-time employees are required to participate in the Texas Municipal Retirement System.

Regular Part-Time Employees - Regular part-time employees are employees who are not assigned to a temporary status and who are regularly scheduled to work not more than 32 hours per week. While part-time employees are eligible for all legally mandated benefits (such as Social Security and workers' compensation insurance coverage), they are ineligible for most of the City's other benefit programs, including medical, dental, vision and other health benefits, paid holidays, vacation and sick time.

Temporary Employees - Temporary employees are employees hired as interim employees to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change in writing by the City Manager. While temporary employees who work directly for the City (as opposed to a temporary staffing agency) receive all legally mandated benefits (such as workers' compensation insurance coverage and Social Security), they are generally ineligible for the City's other benefit programs. Temporary employees who are placed with the City, but who are actually employed by a temporary staffing agency must look to the temporary staffing agency to determine what benefits they are provided. Such employees are not eligible for benefits from the City and are not eligible for participation in TMRS.

Volunteers - Volunteers are not employed by the City in any capacity. Volunteers voluntarily elect to donate their time and services as a volunteer for the City without any expectation of compensation or provision of benefits. Volunteers are not paid and are not entitled to any benefits. Volunteers include reserve police officers and volunteer firefighters.

Civil Service Employees - Certain members of the City's Fire and Police Departments are covered by Chapter 143 of the Texas Local Government Code. Such employees have all the rights and responsibilities as set out therein.

IMMIGRATION LAW COMPLIANCE

The City is committed to employing only those individuals who are authorized to work in the United States and who comply with the requirements of the Immigration Reform and Control Act of 1986 (IRCA). Under IRCA, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9 Form) and present legally acceptable documentation establishing identity and employment. This must be done within 3 days of beginning employment. Failure to provide the necessary documentation within 3 days will result in termination of employment. Former employees who are rehired must also complete an I-9 Form within the 3 day time period if they have not completed an I-9 Form with the City; within the past 3 years, or if their previous I-9 Form is no longer retained or valid.

PROMOTIONS

It is the City's policy to promote from within whenever management believes a current employee has the requisite skill and ability to perform effectively in a vacant position. Where possible, the City will consider the knowledge, skills, abilities, and demonstrated performance records of its employees for promotional positions and for employee reassignments. The City may, however, in its sole discretion, elect to look outside the City to fill a particular position without considering current employees.

Promotional positions will normally be publicized throughout the City and current City employees may apply. An employee's qualifications, previous work history, and demonstrated performance will be considered in determining whether the promotional position will be offered.

An employee may request a voluntary reassignment. Approval will be based upon justification of requests, position openings, and needs and convenience of the City. Department Directors may initiate lateral reassignments which serve the best interests of the City. Voluntary reassignments are subject to the approval of the City Manager and position vacancy.

PROBATIONARY PERIODS

For non-civil service employees, the first six months of each new employee's work with the City shall be a probationary or working test period. Civil service employees serve a probationary period as stated in Chapter 143 of the Texas Local Government Code.

During this time, the appropriate supervisor will work with and inform the new employee about minimum work standards, the City's practices and procedures, and other important aspects of the job. The appropriate supervisor also will provide on-the-job training for the new employee.

In most instances, the job performance evaluation will be conducted during this probationary period to review the new employee's progress with assigned work and adaptation to the workplace. If a new employee does not meet minimum work standards, the supervisor may, as appropriate, provide additional appropriate training or coaching to assist in achieving satisfactory performance.

The probationary period for non-civil service employees may be extended if the employee's performance has been marginal due to extenuating circumstances and if approved jointly by the Department Director and the City Manager. Employees are required to successfully complete their probationary period (and any extensions thereof) before they are eligible for transfer or promotion unless otherwise approved by the City Manager.

Probationary employees are employed at the will of the City and their employment may be terminated for any reason or no reason at all at any time. In particular, the employment of a probationary employee who does not meet job performance standards or is unable or unwilling to perform according to City requirements may be terminated during or at the end of the probationary period or, at the City's sole option, the employee may, as applicable, be restored to a former employment position if available or assigned to a comparable position if the previous classification is not available. Probationary employees are not entitled to appeal their termination. After a non-civil service employee has successfully completed his or her probationary period, he or she is still employed at the will of the city. A non-probationary employee has appeal rights as set forth in the City's Employee Appeals Policy.

Non-civil service employees will have a six-month probationary period after each promotion. This will be considered a working test period in the new position. If the employee does not meet performance requirements during that time, he or she may be restored to their former employment position (if available) or may be assigned to a comparable position if the previous classification is not available. If no position is available, the employee's employment with the City may be terminated.

One performance review will normally be conducted during the promotional probationary period to assure that the employee is capable of assuming the added job responsibilities.

TRANSFERS

Incumbent regular employees will normally be considered for job vacancies or new employment positions if they have the requisite skills, education, and experience and are able to perform the essential functions of the position, with or without reasonable accommodation. Transfer requests normally will be considered for positions involving promotion and advancement. Lateral transfers are discouraged unless they are in the best interest of the City or would reward an especially competent employee for meritorious performance.

TEMPORARY ASSIGNMENTS

There may be instances where the proper performance of City functions will require a temporary assignment. In such cases, a current employee may be named to the job in an "Acting" status. Normally, an employee will hold the position for a specific time period (usually the duration of the illness, injury, or other circumstance which precludes the incumbent employee from fulfilling the job requirements) and will be compensated at the appropriate pay level prescribed for the job.

Temporary assignments of regular employees will be for intervals of not more than thirty-days unless extended by a written recommendation of the Department Director and approved by the City Manager. Duration of temporary assignments for any employee shall not exceed 90 days per calendar year unless extended by a written recommendation of the Department Director and approved by the City Manager.

Temporary assignments will not be used to avoid normal selection procedures, and employees affected by temporary assignments will not acquire any status or rights to the position to which they are assigned.

DEMOTION

An employee may be demoted from a position to a position of a lower classification. A demotion may result from an unfavorable performance evaluation, a transfer, as a result of disciplinary action, or upon request of the employee. Demotion will be considered when despite other factors, the continuation of the individual's employment is in the best interest of the City and the employee. The employee must have the requisite skills, education, and experience in the job to which he or she is demoted.

An employee may be demoted at any time he or she fails to satisfactorily meet performance standards established for the job position. All demotions must be approved in advance by the City Manager.

SEPARATIONS FROM CITY EMPLOYMENT

Voluntary Termination - An employee may choose to terminate employment with the City for any reason. Employees should submit resignations in writing to their Department Director at least ten (10) working days in advance of their resignation effective date so that an orderly transition can be made. The Department Director, in turn, will immediately forward the resignation to the Human Resources Director for inclusion in the employee's official personnel file. The City also maintains the option to terminate employment effective the day the resignation is received or any day within the ten (10) working day notice time period.

Non-civil service employees must give ten (10) working days' notice of resignation for accrued vacation to be paid. A resignation may be accepted immediately if authorized by the Department Director and determined to be in the best interest of the City. Employees must return all City property and identification before their final pay is released. Written resignations may be withdrawn before the effective date if the City Manager approves in writing.

An employee who is absent for two consecutive working days without notifying the immediate supervisor and receiving written approval of such absence will be considered to have resigned. In such cases, the City will send written notice accepting the employee's resignation because of such absence.

Involuntary Terminations - The City may terminate an employee's employment with the City at any time. A copy of the notice of termination will be provided to the employee and to the Human Resources/Civil Service Director. A written statement of the reason for the dismissal will normally

be provided to the employee. (See Employee Appeals Policy for employee's eligibility and deadlines to appeal an involuntary termination.)

Reduction In Force - The City may lay off employees when it becomes necessary for an immediate reduction in the workforce. The order of layoff will be based on the current operating needs of the City, and employees to be laid off will receive ten (10) working days' notice of layoff whenever possible.

Employees who are laid off may terminate their employment with the City, and in most instances, retain all the rights of an employee resigning in good standing. Non-civil service employees who are laid off may not appeal the lay-off decision. In a reduction in workforce situation, civil service employees will be governed by Chapter 143.

Temporary Assignments – The employment of employees hired to fill temporary positions will be terminated upon completion of the duties for which the temporary position was established. Temporary employees are not eligible for any advance notice of the termination of their employment, including instances involving a reduction in force.

REFERENCES

Except as required by state law for pre-employment procedures related to peace officer positions, all requests for information, including requests for verification of employment and requests for employment references, regarding current and former employees, should be directed to the Human Resources/Civil Service Director. Only the Human Resources/Civil Service Director and the City Manager are authorized to provide information of any kind regarding current or former employees. Inquiring parties should be informed that all requests need to be made in writing.

The City will release only dates of employment and job title to third parties unless the employee or former employee has signed a written authorization to disclose further information about his or her employment, or if such information must be disclosed in accordance with an open records request. Authorization forms are available from the Human Resources/Civil Service office.

OUTSIDE EMPLOYMENT

An employee's job with the City of Forest Hill is considered his or her primary place of employment. The City recognizes, however, that some employees may wish or need supplementary sources of income from second jobs. Before engaging in outside employment, which shall include self-employment or accepting any other employment (whether for pay or as a volunteer) with another employer, the employee shall notify, in writing, their immediate supervisor, department director, and the Human Resources/Civil Service Director and obtain, in writing, their approval.

Because of the nature of the City's work, employees may be subject to emergency calls after normal working hours. Current employees who hold second jobs must notify their City of Forest Hill supervisor of their work hours and locations for all outside employment. Outside employment must not interfere with such an employee's ability to respond and appear for emergency calls after normal working hours. Employees currently employed who change their outside business activities must notify the City of their new business.

Employees will not be permitted to hold another job (including self-employment and volunteer work) that might discredit the City, result in a conflict of interest (or potential conflict of interest), or result in anything less than satisfactory performance of the employee's regular and normal duties on behalf of the City. If a conflict of interest is identified, the employee will be allowed the opportunity to immediately terminate his or her outside job. Failure to do so will result in termination of employment with the City.

RECORDING POLICY

Covert recordings on City property, of City business, or during an employee's normal working hours are prohibited unless authorized as part of an official investigation. Employees shall not covertly record the conversations of another employee. Recordings are permitted if all parties have knowledge of the recording, and have agreed to the recording, all persons present are named at the beginning of the recording, and the recording device is openly displayed during the recording. Violation of this policy may result in disciplinary action up to and including termination of employment.

POLITICAL ACTIVITY

City employees may not seek election to any City (City of Forest Hill) office while receiving compensation for work from the City. If a City employee seeks election to any City of Forest Hill office, he or she must request a Leave of Absence Without Pay subject to approval by the Human Resources/Civil Service Director and City Manager with an effective date no later than the announcement date for candidacy or the official filing deadline for office, whichever comes first. Any approved Leave of Absence Without Pay under this policy shall state a required return to work date. If elected to any public office in the City of Forest Hill, the employee will be terminated from City of Forest Hill employment effective the date he or she is sworn into office.

While on duty and/or while wearing a City uniform, employees may not take an active part in their own or another person's political campaign. For purposes of this policy, an employee takes an "active part" in a political campaign if he or she makes a political speech, distributes a card or other political literature, writes a letter, signs a petition, actively and openly solicits votes, or makes public derogatory remarks about a candidate for an elective position. Employees may not wear municipal political campaign buttons, apparel, or other political display items while on duty and/or while wearing a City uniform.

No political literature, stickers, or posters may be affixed to or displayed on public property, including but not limited to City-owned vehicles.

This provision is made to separate City of Forest Hill employment from the political process and in no way is to preclude an employee's exercise of personal political rights during off-duty hours.

SOLICITATION

Persons who are not employees of the City may not solicit or distribute literature in the workplace at any time for any purpose. Distribution of literature by City employees that advertise or solicits contributions for or membership in organizations of any kind, or promotes or attacks any political issue or candidate is also prohibited.

BULLETIN BOARDS

City bulletin boards are restricted to use by the City for the posting of official City matters, e.g., announcements, internal memos, job openings, and changes in City policies.

COMPUTER, INTERNET, E-MAIL, VOICE MAIL, FAX POLICY

All of the City's computers, electronic, cellular, internet, and telephone, and other technology systems, and all communications and stored information which is or has been transmitted, received, or contained in the City's information systems (including, without limitation, e-mail, internet, voice mail, facsimiles, and information stored on computer hard drives and City-provided storage devices are the City's property and are to be used solely for job-related purposes. Due to the considerable risks associated with computer viruses, employees are prohibited from using their own storage devices or otherwise downloading any unauthorized software to the City's computers. All software downloaded must be registered to the City.

To ensure the proper use of communications systems and business equipment and to ensure professional service to all citizens, the City will monitor the use of these systems and equipment from time to time. Therefore, by this policy, employees are on notice that all email messages, voice mail messages, facsimiles, mail sent to the City's address, and information stored on computer hard drives and City-provided storage devices are subject to inspection by the City at any time, with or without advance notice. Employees are not entitled to any expectation of privacy with respect to such information, except with respect to material transmitted by U.S. Mail sent to an employee at the City's address which is marked "personal" and material sent by the employee to a party outside the office via U.S. Mail.

The City's e-mail and internet access may not be used for transmitting, retrieving, or storage of any obscene, discriminatory, or harassing communications. As set forth in the City's Sexual and Other Unlawful Harassment Policy, illegal harassment of any kind is strictly prohibited. Accordingly, no messages with derogatory, inflammatory, or otherwise unwelcome remarks regarding race, religion, color, sex, national origin, age, disability; physical attributes, or sexual preference may be transmitted. Similarly, no abusive, profane, or offensive language may be transmitted through the City's e-mail or internet access. Further, electronic media may not be used for any illegal purpose or in any way that violates City policy or is contrary to the City's best interests. Solicitation of non-City business or any use of City e-mail or the Internet for personal gain is also prohibited.

The City prohibits non-job-related use of its software and business equipment, including but not limited to computers, copy machines, facsimiles, long-distance telephone service, and the City's postage machines.

Public Information Act – The Texas Public Information Act defines a temporary custodian as a past or present government employee or official who, in the transaction of official business, creates or receives public information that they have not provided to the officer for public information of the City. A City employee is responsible for turning over records relating to City business, including emails and text messages, to the City Secretary (the City's designated public records officer) and, until such records are turned over, the employee has a state law duty to preserve those records on the employee's personal device or account for the duration of the state law records retention period. For this reason, employees are required to limit the use of personal devices or accounts for conducting or discussing City business to instances in which such use cannot be avoided. In those instances, the employee must immediately forward any records on that personal device or account to the City Secretary or, until such transfer, to retain such records on the personal device or account of the Employee for the applicable state law retention period.

MAIL

Employees may not use City postage, stationery, stamps, supplies, etc. for personal business. Personal mail may be placed in the City's outgoing mail, but City postage may not be used for such mail. Do not direct personal mail to be delivered to you at the City.

NOISE / RADIOS

All employees must be considerate of their fellow employees with respect to their conversations, telephone usage, etc. Please make every effort to keep voices low and refrain from group conversations in areas where other employees are working. Employees with private offices should conduct business in their offices, to the extent possible, rather than in common areas where others are working. Employees may only play radios, CDs, or other music media at their workstation if not objectionable to any co-workers. Any radio noise must be kept low.

TELEPHONES

City telephones are to be used for City-business purposes. Answer all calls promptly and courteously. Please ask your family and friends not to call during business hours except in cases of emergency. Your own calls should be made during breaks. Long-distance calls may only be made on City phones for City business. Employees may not make personal long-distance calls on City telephones. If this occurs, you may be disciplined, and you will also be required to reimburse the City for any charge resulting from personal use of the phone. Excessive or repeated personal use of City telephones will result in disciplinary action up to and including termination of employment.

VOICE MAIL

The City has invested in a Voice Mail System for efficiency and to better serve our citizens. Those employees with a voice mailbox may learn how to use this system by reading your voicemail instructions or asking the phone system administrator. From time to time, especially when you are on vacation, business trips, and leave of absence or otherwise absent from work, your supervisor, manager or another employee may listen to your voicemail messages to better serve our citizens and to make sure that all City business is timely performed. Employees should have no expectation of privacy in connection with any message left on the City's voicemail system including the voice mailbox assigned to an employee.

NEWS RELEASES

No employee may give a news or press/media release or make any other statement to the press or media, on behalf of the City without the prior written authorization of the City Manager or his/her designee.

VISITORS IN THE WORKPLACE

To provide for the safety and security of City employees and property, only authorized visitors are allowed in the workplace. The City's prohibition against unauthorized visitors helps to maintain safety standards, protects against theft, ensures the security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Absent extraordinary circumstances and/or the express approval of the City Manager, children of employees are not permitted to accompany their parents to work. Such approval may be permitted in conjunction with "Career Day" or other similar special events. This policy is not meant to prohibit children from, on occasion, visiting their parents at work. Such visits, however, must occur during the employee's scheduled break or lunch period, and may not negatively impact the work environment of the City or other employees.

Employees are responsible for the conduct and safety of their visitors. If you see an unauthorized visitor on the premises, notify your supervisor or Department Director immediately.

EMERGENCY CLOSING

Except for extraordinary circumstances City offices **DO NOT CLOSE** because of bad weather, or any other emergency. In the event of inclement weather, employees are expected to use their good judgment and are not asked to take unnecessary risks. If you feel that you are unable to drive due to weather conditions (not forecasts) or are otherwise unable to get to work because of the weather, you must call your supervisor at least 30 minutes prior to your scheduled start of work. The City may then make arrangements to provide you with alternate transportation to transport you to and from work.

Under certain circumstances, the City Manager may close certain departments or various operations within a department. If the City makes the decision to close, affected employees will have an excused absence with pay. If the employee's department is not officially closed, absences due to weather will not be excused and any employee who fails to report to work will be charged vacation time for days missed. If an exempt employee has no accrued vacation time, he or she will be required to make up the missed time at a later date. If a non-exempt employee has no accrued vacation or compensatory time available, he or she will not be paid for the time missed.

Many City departments provide essential services and employees are required to report to work regardless of adverse weather or other conditions. Essential personnel are designated by the City Manager and/or Department Director. Essential personnel who fail to report to work may be subject to disciplinary action, up to and including termination of employment. Essential personnel scheduled to work will be required to report to their respective city office and will be paid their regular hourly rate for the hours scheduled to work plus Hazard Pay at a rate of \$13.00 per hour for the hours categorized as Hazard Pay. If Police, fire or other non-exempt personnel who are scheduled to be off work are called in to work, the employee will be paid overtime at the rate of time and one-half plus \$13.00 per hour Hazard Pay as may be applicable.

WORK RULES AND CONDITIONS

The City of Forest Hill will make every effort to establish a positive working climate in which employees may function. Management's goal is to maintain efficiency within its operations and determine the methods by which functional areas accomplish their objectives. Management also must make every effort to schedule work events and employees to accomplish its mission.

Employees are expected to conduct their personal business in such a manner as to cause little interference with individual or group work performance. This includes personal visits of friends and relatives, phone calls, and requests for absence from work for personal, financial, medical, or other reasons.

Paid time off may be provided to conduct personnel-related business such as Workers' Compensation claims, promotion, and transfer applications, appeals, and insurance claims. This may be accomplished during working hours, with advanced knowledge and approval of the employee's supervisor.

ATTENDANCE

Hours of Work – Regular and Shift Employees - All employees, except shift personnel and part-time employees, normally work an eight-hour day and a 40-hour week with normal hours of work from 8:00 a.m. to 5:00 p.m., Monday through Friday with a one-hour lunch break. However, the hours during which City offices and departments are open for business may be altered by the City Manager. In order to assure the continuity of City services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public.

Individual employees may be directed to work special hours or shifts as determined by the needs of their department. Departments with continuing operations or rotating shifts will post work schedules for employee information. Employees are expected to cooperate when asked to work overtime or a different schedule. Your acceptance of work with the City is your agreement that this will not create an undue hardship on you or your family and that you will be available to do such work.

Reporting for Work - Employees are expected:

1. To punctually be at their work area during regularly scheduled duty hours, as well as for any additional work time required by the City.
2. To report for work on time and in a physical and mental condition to perform their assigned duties.
3. To continue working until the end of the regular duty time.

While on duty, employees are expected to fulfill their responsibilities to the City. They may not leave their job or work location without the approval of their immediate supervisor, except in an extreme emergency.

If an employee is unable to report for work at the regularly scheduled time and location, he or she must personally notify the immediate supervisor of the reason for the tardiness or absence and the approximate time the employee expects to be at work. This notification is to be made as far in advance as possible of the anticipated tardiness or absence, but in no event later than 30 minutes prior to the employee's regularly scheduled time to begin work unless the Department Director has posted a different time for such notification based upon departmental operations.

If an employee remains unable to work for a period lasting more than one day, he or she must make the required contact with the supervisor for each day of absence, including when the absence results from an on-the-job injury, except in cases where the employee is on leave under the City's Family and Medical Leave Policy.

If an illness or injury is such that the employee is absent from work for three (3) or more consecutive workdays, the employee must submit a doctor's treatment statement upon returning to work. If an illness or injury is such that the employee is absent from work for ten (10) or more consecutive workdays, the employee must submit a doctor's statement releasing him or her to perform the full and complete duties of the assigned position. In the City's sole discretion, a doctor's statement and/or release may also be required in other circumstances.

In most instances, if an employee fails to timely call in, fails to report to work, is tardy, leaves the workplace without proper authorization or misuses leave of absence, he or she will be subject to disciplinary action up to and including termination of employment. At the very least, an employee will not be paid for time absent (in accordance with the FLSA). Abuse of attendance policies may result in termination of employment.

Work Hours and Reporting Time Worked - An employee's specific hours of work will vary depending on his or her position and department. Employees are expected to be at their workstations and ready to work at their scheduled start time. Occasionally, staffing needs and operational demands may necessitate variations in your work schedule. Your supervisor will provide you with the starting and ending times for your specific schedule. Employees are expected to cooperate when asked to work overtime or a different schedule.

Non-exempt employees are required to record the number of hours worked each day, taking into consideration the time they arrived to work, the time they left for and returned from lunch, and the times they left for and returned from any unpaid break during the workday. It is the responsibility of each employee to sign his or her timesheet each pay period to certify the accuracy of all time recorded, including overtime, assignment pay, education pay, etc. Your supervisor will review and initial the time record before submitting it for processing. If corrections or modifications need to be made to your time record, both you and your supervisor must verify the accuracy of the changes and initial the time record. Changes are not allowed by other city staff members. Altering, falsifying, and tampering with time records, or recording another employee in or out will result in immediate disciplinary action, up to and including termination of employment. Each Department will maintain attendance records for its assigned staff members.

Supervisory Responsibility - Supervisors are expected to review the City's attendance requirements with all new employees as part of the general orientation of employment policies. The supervisor will counsel the employee and file a report with the Human Resources Director on the first instance of tardiness and thereafter, any repeat of tardiness is subject to disciplinary action, up to and including termination of employment.

Supervisors must counsel an employee when absence is associated with frequent use of non-FMLA qualifying sick leave. If this occurs the employee will be notified (both orally AND in writing), that he or she must bring a doctor's certificate of illness for all absences due to sickness. Failure to do so may result in termination.

Any instances of reoccurring behavior shall be reported to the Human Resources/Civil Services Department by the employee's supervisor.

MEAL PERIODS AND BREAKS

Full-time employees are normally provided a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by your Department Director between the hours of 11:00 a.m. and 1:30 p.m. in order to minimize departmental interruption. Your supervisor will provide you with the starting and ending times for your specific meal period. Employees will be relieved from work responsibilities during unpaid meal breaks. Nonexempt employees must record the beginning and ending times of their meal breaks. Employees may not extend meal breaks beyond their assigned period.

Full-time employees may, depending on individual departmental work schedules and the discretion and approval of their supervisor, take up to two short, paid work breaks each day; one during the first part of the workday and the other during the latter part of the workday. Each break may not exceed fifteen minutes in length.

TWO-DAY RULE

An employee who fails to notify the City of an absence of two consecutive workdays may be presumed to have voluntarily resigned from his or her employment. A non-civil service employee will forfeit any separation pay (i.e., vacation pay, sick leave) which may be owed to him or her in such circumstances.

An employee who has successfully completed his or her probationary period and is terminated under this rule may appeal the action in accordance with the City's Employee Appeals Policy.

UNAUTHORIZED ABSENCES

Unauthorized or unexcused absences from the employee's work assignment during regular working hours are unacceptable and will result in disciplinary action, which may include termination of employment.

In particular, employees should note that Monday, or the first working day before and immediately following a holiday is a day of work and their attendance is expected.

The City also may investigate all cases in which employee attendance records continue to be unsatisfactory.

ON CALL – PUBLIC WORKS DEPARTMENT

Some employees may be required to hold on-call duty in order to respond to emergency calls. This on-call duty will be on a rotating basis, as follows:

1. Each designated employee shall be on-call for no less than seven (7) days. An on-call schedule shall be maintained for record-keeping purposes.
2. The employee having on-call duty will be provided with a city-issued cell phone during the on-call period and must be available by telephone or must have the cell phone available at all times during a period of on-call duty. If an emergency arises which requires the on-call employee to be out of cell phone range or away from telephone contact, the employee is responsible for notifying the supervisor on duty of his or her unavailability.
3. On-call duty can be traded if authorized in advance by the Department Director or other designated management representative.
4. Employees who are on-call may not, at any time during the seven (7) day on-call period, be under the influence of any substance which would affect the safe and prudent performance of required duties.

During all times after regularly scheduled working hours when an employee has been designated to be available for on-call duty, the employee is free to pursue personal activities but will be required to respond to on-call duty in accordance with designated guidelines set by the Department. Unless and until the employee actually is required to report to work, this on-call status is not considered time worked. Non-exempt employees who are required to report to work during their on-call status will be paid at their regular rate of pay for actual hours worked and guaranteed a minimum of 2 hours of pay for each instance the employee is required to respond to an emergency. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will be paid at the regular rate of pay until overtime requirements are met. Travel time to and from an on-call emergency is not considered compensable within this policy. Employees exempt from overtime are not eligible for compensation under the provisions of this policy. Departments may establish guidelines for varying levels of response to situations depending upon the nature and importance of services to be completed.

On-Call Stipend:

The City will provide an On-Call Stipend for successful completion of a seven (7) day on-call period. To be eligible to receive the on-call stipend, an employee on on-call duty must respond within thirty (30) minutes to all telephone calls from the City and timely report for work as required by all telephone calls. Failure to respond by telephone and/or timely report to work once during the seven (7) day on-call period will render the employee ineligible to receive the on-call stipend for that seven (7) day on-call period and further, the employee may be subject to disciplinary action up to and including termination of employment as a result of the failure to respond timely by telephone and/or to timely report to work.

The on-call stipend will be paid to eligible (as set forth above) non-exempt regular full-time and probationary employees as follows:

1. The “first call” employee (meaning the employee who is designated as the first to be called and to respond and report to work) will be compensated \$100.00 for the seven (7) day period that s/he is on on-call status.
2. The “second call” employee (meaning the employee who is designated as the second to be called and to respond and report to work) will be compensated \$75.00 for the seven (7) day period that s/he is on on-call status.
3. The “third call” employee (meaning the employee who is designated as the third to be called and to respond and report to work on any particular call) will be compensated \$50.00 for the seven (7) day period that s/he is on on-call status.

On-call stipend is received in addition to any regular and overtime compensation and is used in calculation of the overtime rate.

Employees not having on-call duty are expected to inform their immediate supervisor or Department Director of how they may be reached if any conditions exist which might require activation of the City's Emergency Operations Plans. This requirement is implemented to assure that personnel are available if a system emergency occurs.

CALLBACK FOR EMERGENCY SITUATION

The City has defined several events as emergencies including, but not limited to, severe weather conditions, personnel shortages, equipment breakdowns, and the like. These emergency situations may be of short or long-term duration. In such emergency situations, the City reserves the right to require any and all employees to be available for work assignments.

If non-exempt employees are called back to work, they are paid for a minimum of two (2) hours. This includes time worked before or any time that is worked after non-working hours for emergency purposes. The employee will be paid at their regular rate of pay for actual hours worked for each instance the employee is required to respond to an emergency. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will be paid at the regular rate of pay until overtime requirements are met, after which the time will be paid at the overtime rate.

EQUIPMENT, TOOLS, VEHICLES

The City provides equipment, tools, vehicles, and facilities necessary for the performance of its service function at its expense. Employees are responsible for the proper use and maintenance of equipment tools, vehicles, and facilities and will be expected to follow established rules and guidelines concerning their use. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment, tools, vehicles, and facilities used on the job. Abuse of equipment, tools, vehicles or facilities constitutes grounds for disciplinary action up to and including termination of employment.

If an employee's position requires the operation of a City vehicle on public roads while conducting business for the City of Forest Hill, the employee must possess and maintain the appropriate (or required), valid State of Texas Driver's License and must meet City standards for driving records.

The Human Resource/Civil Service Director will request a driving record before considering a person for a position requiring the operation of City vehicles. Periodically, the Human Resource/Civil Service Director may request the driving record of current employees in such positions.

If an employee's position requires the operation of City equipment, the employee must possess and maintain the appropriate (or required) valid State of Texas Driver's or Operator's License.

In some instances, personal clothing items or items for personal protection (e.g. gloves, safety shoes, safety glasses, etc.) may be required on the job. If these are required, employees are expected to use them without failure.

If a job requires the use of an employee's personal vehicle, upon submission of properly documented reimbursement request, reimbursement will be made based on the IRS mileage rate schedule currently in effect at that time.

No City employee, regardless of position, may use City equipment, vehicles, or materials for non-job-related purposes. The City's equipment and other property may not be removed from the premises, loaned, or rented without the City Manager's prior approval.

Periodic inventory of equipment, tools, and vehicles may be taken at the discretion of the City Manager or their designee. All damaged, broken, or lost tools and equipment will be repaired, replaced, or removed from service. If it is determined that an employee misused or did not care for assigned tools, equipment, vehicles, or facilities, the cost of replacement will be deducted from the responsible employee's paycheck. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property. The employee's supervisor is to be notified as soon as possible of any broken tools or lost tools and is responsible for their exchange or replacement. Theft or loss of City equipment, tools, and vehicles must be reported at once.

The improper, careless, negligent, destructive, unsafe, or reckless use City equipment or any other violation of this policy will result in disciplinary action which may include termination of employment.

If you drive your own vehicle or a City-owned rented or leased vehicle, during work hours or while carrying out City-related business, you must comply with the following:

- Use must be approved by your supervisor
- Always observe all posted laws and speed limits.
- Always wear seat belts when the vehicle is in operation.
- No passengers other than other City employees or others on City business may ride with you unless approved in advance by management.
- No personal use of City-provided vehicles is allowed without the prior specific approval of your Department Director and/or the City Manager, or their designee.
- All maintenance and use records must be completed as directed by your supervisor.
- Report any broken, missing, or worn parts, tires, etc., or any needed maintenance, to your supervisor immediately.
- All drivers must be eligible for coverage under the City's insurance policy. Drivers covered by Department of Transportation regulations must comply with them at all times.
- At no time may an employee under the influence of alcohol or illegal drugs drive a City vehicle, personal vehicle, or any other vehicle or equipment while conducting City business.
- Employees involved in an accident while operating a City vehicle, or while operating a personal or leased vehicle on city business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, Department Director, and/or City Manager. Accident reports, along with any law enforcement report, must be filed by the employee with the Department Director.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed above, as well as the improper, careless, negligent, destructive, or unsafe use or operation of a vehicle, may result in disciplinary action, up to and including termination of employment.

CITY VEHICLE USE AND CAR MILEAGE POLICY

Alcohol and Drugs: An employee shall not operate a City vehicle or any City equipment or machinery while under the influence of alcohol or drugs including prescription drugs or any other substance that may impair the employee's ability to drive or operate a city vehicle or machinery. An employee shall not permit an alcoholic beverage or illegal drugs inside a City vehicle, except when a police officer is transporting alcoholic beverages or illegal drugs in the course of his official duties.

Revocation of authorization: The authorization for an employee to drive a City vehicle or receive a car allowance will be revoked if:

- (1) the employee fails to comply with provisions of this policy; or
- (2) there is a change in the employee's job assignment and the new assignment does not require the use of a City vehicle.

Enforcement: Department heads are responsible for enforcement of this article as it relates to their departments. Employees shall report violations to the appropriate department head and the City Manager.

Tax Matters: Employees receiving take-home vehicle benefits are subject to income taxation as required by the regulations of the Internal Revenue Service. The City shall provide income statements to employees in accordance with the applicable regulations.

Take-Home Vehicles

Purpose: Take-home vehicles are owned, rented, or leased by the City and driven to and from an employee's place of residence and the job site by the employee so that the vehicle will be available to the employee at all times for the purpose of responding to duties or emergencies. Call-backs and responses to emergencies normally require the use of tools or special equipment contained in or made a part of the vehicle. In many cases, a threat to life or property could result if the employee is required to first obtain the vehicle from the normal workstation in order to respond to an emergency.

Eligibility: An employee must be subject to emergency call-back during off-duty hours to locations other than the employee's normal workstation in order to be eligible for a take-home vehicle.

Requirements: Take-home vehicles are authorized subject to the following requirements:

1. Employees driving take-home vehicles must reside within a 50-mile radius of the City of Forest Hill. Special exceptions may be granted by a department head on a temporary basis, normally for a period not to exceed three days, for a special project or meeting which is held after normal working hours. Special exceptions must be approved by the City Manager. Documentation of special exceptions will be kept by the department head and be available for review by the City Manager upon request.
2. A person who is not directly involved in official City business shall not be transported in a take-home vehicle without prior approval of the department head and the City Manager.
3. City vehicles are to be used for official City business; except for police vehicles that are operated according to police department policy.

Administrative Take-Home Vehicles

Purpose: Take-home vehicles may be provided to administrative employees for City-related business.

Eligibility: The City Manager will establish a list of administrative employees who are eligible for a take-home vehicle based on need and funding availability.

Requirements: Employees with administrative take-home vehicles are subject to the requirements listed herein.

Mileage Reimbursement

Purpose: Mileage reimbursement is the payment to employees, for travel expenses incurred by using their personal vehicles while conducting City business, paid at a rate equal to that established by the Internal Revenue Service for business mileage reimbursement.

Eligibility: An employee who does not have a take-home vehicle but who uses the employee's personal vehicle to conduct City business, is eligible for mileage reimbursement.

SECURITY AND LOSS PREVENTION

Loss prevention is the responsibility of every City employee. If you become aware of losses or damage due to negligence, theft, willful destruction, or abuse, or for any other reason, it is your responsibility to report it to your supervisor, your Department Director, or the City Manager immediately. You must notify management immediately of any incident that results in loss or damage to the City, its employees, or the general public. You should notify management of any situation which may result in such a loss. Investigation of theft or other criminal behavior may require that you cooperate with law enforcement officials. Failure to cooperate may result in disciplinary action, up to and including termination of employment.

Managers and supervisors are responsible for locking and securing all doors, gates, chains, locks, setting alarms, etc., and for key removal from vehicles and equipment. Other security measures may also be required from time to time. Failing to comply with security precautions is a serious violation of City policy.

Any employee who becomes aware of or witnesses an incident of the nature described above, and who fails to report it in a timely manner, may be considered a party to any loss that occurs. In such cases, disciplinary action, including termination of employment, may be taken against the primary offender and the employee who failed to report it or concealed knowledge of the incident.

WEAPONS BAN AND VIOLENCE PREVENTION POLICY

Zero-Tolerance: The City strives to provide a safe and productive work environment, and prevent incidents of violence from occurring in the workplace. Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or between an employee and any other person occurring on City property or such action that arises from or is in any manner connected to the employee's employment with the City, whether the conduct occurs on duty or off duty, or on or off City property, will not be tolerated. Violations of this policy will lead to disciplinary action which may include termination of employment and also may lead to criminal arrest and prosecution and/or other civil legal action.

Any person who makes a threat of use of force or violence, threatens an unlawful act, exhibits threatening behavior, or engages in violent or unlawful acts on City property will be removed from the premises pending the outcome of an investigation. The City will initiate an appropriate response. This response may include but is not limited to disciplinary action up to and including termination of employment, arrest, criminal prosecution of the person or persons involved, and/or other civil legal action against such persons.

All Weapons Banned: Unless specifically authorized by the employee's Department Director, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property (including, without limitation, buildings, entrances, exits, and break areas). The City's policy prohibits employees from carrying or using any weapons, concealed or otherwise, on the City's premises. This ban includes keeping or transporting a weapon in any City-owned or leased vehicle. Employees licensed to carry a firearm may transport or store such firearm in a privately owned, locked vehicle in a parking lot, garage or other parking area provided by the City. Employees are responsible for the firearm(s) stored in their vehicle while at work and may be subject to personal civil liability for any resulting damage. Employees, other than licensed peace officers, are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 1/2 inches, switchblades, etc., as defined by Texas Penal Code Section 46.01.

No existing City policy, practice, or procedure will be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing,

Mandatory Reporting: Each City employee must immediately notify his/her Department Director or the City Manager of any threat of violence that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each employee must also report any behavior the employee has witnessed that the employee regards as threatening or violent, when that behavior is job-related or might be carried out on a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the focus of the threatening behavior.

All individuals who apply for or obtain a protective or restraining order which lists City locations as being protected areas must provide to management a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially.

SAFETY

The City of Forest Hill recognizes the importance of the health and safety of its employees and strives to provide a safe and healthful working environment for all employees. Every employee is required at all times to obey safety rules, to follow appropriate safety procedures, and to exercise caution and good judgment in all work activities. Employees and their supervisors must work together to identify safety problems and to ensure safe behavior in the workplace. Accidents are costly to both employees and to the City; therefore, every effort should be made to minimize their occurrence.

Safety is a job responsibility of everyone and a primary consideration in the conduct of City business. Good safety habits and procedures are the responsibility of each employee, and appropriate safety equipment is provided for the protection of both employees and the public. Each employee is responsible for using the safety equipment provided for his or her job.

Employees who violate safety standards, fail to wear safety equipment provided, cause or exacerbate hazardous or dangerous situations, or fail to report, or where appropriate, correct such situations, will be subject to immediate disciplinary action, up to and including termination of employment.

Specific safety requirements include:

1. **Wear proper clothing to ensure protection** - With the exception of employees performing only administrative and/or office work, employees must wear uniforms or other clothing that covers the legs. Shoes must provide protection for the feet. Cutoff pants, cutoff shirts, and sandals are prohibited..
2. **Wear City-issued safety equipment when on the job** - This includes but is not limited to hard hats, toe guards, goggles, gloves, safety vests, and the like.
3. Ensure that jewelry and other accessories do not interfere with the safe operations of equipment, tools, or vehicles assigned.

Reporting Requirements - Employees must immediately report any unsafe condition, equipment, or practices to the appropriate supervisor or Department Director. In addition, all accidents, and injuries, however slight or seemingly inconsequential, must immediately be reported to the appropriate supervisor or the Department Director. If needed, first aid or medical treatment should be requested. A First Report of Injury form must be completed by each employee involved in an accident or injury and turned in to the employee's supervisor. This form shall be completed within 24 hours of incident and immediately submitted by the supervisor to the Human Resources Department. Such reports are necessary so that the City can remain in compliance with applicable laws and begin Workers' Compensation benefit procedures where appropriate. Failure to complete and submit the employee report of accident form and/or failure to report any accident or injury within twenty-four hours of its occurrence will result in disciplinary action, up to and including termination of employment.

SEARCHES

The City may conduct unannounced searches or inspections of the worksite, including, but not limited to, employees' personal effects such as purses and briefcases, lunch boxes, and private vehicles located on City property or used to conduct City business. In addition, the City may, at any time, search or inspect City property used by employees, including, for example, lockers, file cabinets, desks, and offices, whether secured, unsecured, or secured by a lock provided by the employee. All searches must be authorized and conducted under the direction of the Department Director or the City Manager. Employees who refuse to cooperate with a search will be subject to disciplinary action, up to and including termination of employment.

STANDARDS OF CONDUCT

All City employees shall act and conduct themselves, both inside and outside the City's service in a manner that will build public trust by displaying integrity, accountability, impartiality, fairness, and devotion to servicing our citizens. Toward that end, City employees may not:

1. Violate Title 8 of the Texas Penal Code, "Offenses Against Public Administration," Sections 36.01 through 36.10, as amended by the Legislature from time to time, which sets forth provisions of State Law prohibiting, among other things, bribery and corrupt influence.

The Standards of Conduct are intended to amplify the intent of the City Council and City Manager to prohibit the offering, acceptance, or solicitation of any money, property, service, or other items of value by way of gift, favor, inducement, or loan which is offered or received with the intent that the Offeror would influence or the Recipient would be influenced by such conduct in connection with a City employee or official's discharge of public duties.

2. Engage in any business or professional activity which will impair independent judgment or discharge of official duties.
3. Invest in, hold a financial interest in, or be employed by, directly or indirectly, in any business entity, transaction, or business endeavor which would create or have the appearance of creating a conflict between the City employee's duty to uphold the public trust and the individual's private interest. In connection with this prohibition, and because of the requirement that the City purchase services or goods from private enterprise for the purpose of accomplishing public municipal purposes, it shall be incumbent upon any employee to immediately disclose to the Department Director of his/her Department any transaction or business activity which might give rise to an actual, apparent, or potential conflict of interest.

Any such disclosure is required to be immediate, and the Department Director shall take the information, endorse onto the information such recommendations as the Department Director or supervisor may consider appropriate, and immediately transmit such recommendation or advisory to the City Manager for the purpose of precluding any real or apparent conflict of interest.

4. Disclose confidential information concerning the property, operations, policies, or personnel activities of the City. All personnel actions of the City regarding discipline, prospective increases or decreases in pay, promotions, salaries, or terminations are defined as confidential until announced by published agenda, discussed in an open City Council Meeting, or otherwise disseminated in writing, authorized by the City Manager: or Department Director.
5. Use their official position or City facilities or private position or private facilities, to secure a special advantage in connection with City position, employment or promotion, business or other benefits to be derived from such relationship.

6. Receive any gift of money or thing of value from a person, business entity, or organization that is regulated by or who contracts or anticipates contracting with the City.
7. Transport unauthorized persons in City vehicles unless those persons are associated with City business or previously authorized by the City Manager or Department Director.
8. The City Manager is the primary link between the Council and all city staff. Employees are prohibited from communicating directly with any member of the City Council in as much as the City Charter directs that all such communications must go through the City Manager. If you receive such a communication, verbally, via email, or text, you should:
 - a. Respectfully decline to engage in discussion and direct the Council member to the City Manager; and
 - b. Report the communication to your supervisor or department director (preferably by email) or verbally, providing detail as to the communication received.

It is the intent of these Standards of Conduct to require each City employee to inquire into real, apparent, or potential conflicts of interest and ethical violations which tend to or could result in the erosion or destruction of public confidence in the operation of municipal functions by the employees of the City of Forest Hill.

As a consequence, each employee of the City of Forest Hill is required to make a reasonable inquiry, in writing when necessary, concerning any activities proposed by a City employee, required by a city employee by a supervisor, or suggested to a City employee by a private individual, performance of which would result in a real, apparent, or potential violation of these standards of conduct.

In connection with these requirements, each employee is required to become familiar with the concept of conflict of interest. Each supervisor and Department Director is to take notice of the ethical requirements pursuant to Chapter 36 of the Texas Penal Code, the existence of the Texas Ethics Advisory Commission, and the fact that the Texas Legislature has regulated this area of the law in each of the last sessions of the State Legislature.

If an employee violates these standards of conduct, the matter will be referred immediately to the employee's Department Director or the City Manager. All employees are subject to these standards of conduct. Violations of these standards of conduct will result in disciplinary action up to and including termination of employment. If you have any questions regarding the duties or prohibitions imposed by this policy, please see your Department Director or the City Manager.

PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness are vital to the City of Forest Hill's image, as well as the morale of its employees. Therefore, all employees are expected to present a clean and neat appearance and to dress in a non-offensive and appropriate manner while on City premises or while performing City business. Allowed dress standards include business, business casual, and casual. This includes pants, dress slacks, leggings (with an appropriate blouse or sweater below the torso), blouses, sweaters, cardigans dresses, heels, flat shoes, sandals, and boots.

Dresses or skirts shall be no more than **two inches above the knee**.

Jeans with conservative and professional blouses or shirts are permitted only on Fridays. Graphic tees, ripped jeans, shorts, flip flops, athletic wear (including, but not limited to, sweatpants, t-shirts, sweatshirts, yoga pants, tights, gym shoes, etc.), and anything too revealing are prohibited. Leggings are only allowed if worn with a full-length shirt, blouse, or tunic that covers the mid-thigh or below. Employees are expected to exercise sound judgment and dress professionally as City representatives and as a reflection of their respective department. This is essentially important for employees who frequently assist the public. If an employee is directed to change attire, time out of the office for the change of attire will be without pay, but available vacation time shall be used.

Non-Workplace Activities - Excessive time spent on non-work activities during working hours, including, but not limited to, socializing with colleagues and excessive use of electronic devices, such as cell phones, is prohibited. Personal cell phone use is restricted to breaks and lunch periods.

Personal Use of the Internet During Work Hours - Employees are expected to use company-provided Internet and other devices as a resource for completing their assigned duties and supporting the objectives of the City of Forest Hill. Personal use of the internet during work hours (known as “cyberloafing”) is prohibited.

Personal Earbuds - Earbuds are prohibited.

Eating at Workstations - Snacks must be kept out of sight of citizens’ view and must not interfere with business operations. In addition, work areas must stay clean to ensure a clean and hygienic environment.

Lunch Breaks - Meal periods may only be staggered by your supervisor between 11:00 a.m. and 1:30 p.m. to minimize departmental interruption. Lunch schedules may be subject to change at the discretion of the supervisor based on departmental needs.

Employee Behavior in the Workplace - The City of Forest Hill fosters a work environment where all employees and other individuals are treated with decency and respect. Accordingly, we expect all individuals working on behalf of the City of Forest Hill or at an event sponsored by the City of Forest Hill to follow these principles.

All City of Forest Hill employees are expected to refrain from disrespectful behavior. Examples of disrespectful behavior can include, but are not limited to, the following:

- Using threatening or abusive language, profanity, or language intended to be, or which is perceived by others to be, demeaning, berating, rude, threatening, intimidating, hostile, or offensive.

Discipline and Termination - Disciplinary action will be imposed for violations of the City of Forest Hill departmental policies and procedures, codes of conduct, rules, and regulations, either written or verbal. In addition, acts that are not explicitly addressed in policies and procedures, codes of conduct, and rules and regulations may result in disciplinary action. *These rules apply to all employees, including the fire and police departments.*

UNIFORMS

The City of Forest Hill furnishes uniforms for field operations employees for their use while performing official City business. Employees are not to wear a City uniform when off-duty except to and from work. It is the employee's responsibility to keep the uniforms in good repair and to maintain a clean and neat appearance, consistent with job assignments. If a uniform is provided, it is the only approved method of dress for the specific job. Uniforms will be replaced on a regularly scheduled basis.

When safety equipment is required in the performance of City work, employees are expected to use such equipment in conformance with established policy. No exceptions will be made.

UNAUTHORIZED OR IMPROPER USE OF OFFICIAL BADGE OR AUTHORITY

Employees whose duties involve the use of a badge and/or ID card, uniform, or insignia as evidence of authority or for identification purposes may not permit such badge and/or id card, uniform, or insignia to be used or worn by another person who is not authorized to use or wear same, nor permit same to be out of his or her possession without prior approval of his or her Department Director or another authorized supervisor. Badges, identification cards, uniforms, and insignia may only be used in the performance of the official duties of the position to which they relate.

Employees will be required to pay a \$10.00 replacement fee for ID badges that are misplaced. No charge will be assessed if the badge needs to be replaced due to normal wear and tear on the job or title change. Wear and tear will be determined by the Human Resource/Civil Service Director.

For safety and security purposes, sharing city keys, identification cards, or security badges with another employee or a third party is prohibited. Appropriate disciplinary action, up to and including termination of employment, will be taken against any employee who violates this policy.

VISIBLE TATTOOS AND BODY PIERCING

Purpose - It is the City's policy that personal appearance should complement a work environment that reflects a professionally operated organization. This policy is intended to define appropriate "professional personal appearance" regarding the display of tattoos and/or body piercings during normal business operations.

Policy - Employees of the City are required to project a professional personal appearance while at work. This policy shall apply when employees are engaging in official City business or are otherwise representing the City. All City employees are expected to maintain high personal and professional standards. One of the most noticeable expressions of these standards is personal appearance. All employees are representatives of the City and therefore personal appearance should:

- Present a professional or identifiable appearance for external and internal customers as well as the public.
- Promote a positive working environment.
- Limit distractions caused by tattoos or body piercings.
- Ensure and promote safety while at work.

Prohibited Tattoos and Body Piercings - Some tattoos and body piercings are unacceptable for work at any time. The following list provides some examples, although it is not all-inclusive:

- No visible tattoos are allowed above the shoulders (excluding tattoos for cosmetic enhancements, such as eyebrows, lips, or eyeliner)
- Tattoos that contain offensive words, messages, slogans, or pictures, including, but not limited to those displaying nudity, sexual acts, gender, race, religion, disability, or national origin, and/or may be perceived to be gang-related shall be covered and/or not visible while on duty.
- Ear lobe extenders are not allowed at any time.
- Objects, articles, jewelry, or ornamentation of any kind shall not be inserted, attached to, or through the skin if visible on the tongue, eyebrow, or any part of the mouth, or cheek. Two (2) sets of reasonably sized earrings may be worn in each ear lobe if they do not exceed ½ inch in size.
- Any non-conforming piercing insert shall be removed, covered, or replaced with a clear insert.

If an employee has a question about how the tattoo and body piercing policy is applicable to them, the matter should be immediately raised with their supervisor for consideration and determination.

Exceptions or exemptions to this policy require the prior approval of the Department Head and the City Manager. Employees who were employed prior to the adoption of this policy may request an exemption from their Department Head and the City Manager for existing tattoos and/or piercings. Such exemptions shall be granted as long as the employee had the tattoo(s) and/or piercing(s) prior to the adoption date of this policy and they do not interfere with personal or public safety.

SMOKING AND USE OF TOBACCO PRODUCTS

In keeping with the City's desire to provide a safe and healthful work environment, smoking and the use of other tobacco products are prohibited throughout the workplace. Smoking is only permitted outside, in areas specifically designated for smoking. Smoking is not permitted during an employee's work time. It is only permitted during meal breaks, designated breaks, and before and after regular business hours. When conducting City business in the offices or other premises of a third party, employees must follow the smoking policies of the third party.

This policy applies equally to all employees, citizens, and other visitors. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

HOUSEKEEPING DUTIES

Each employee is responsible for maintaining a neat, sanitary, and orderly work area, including, if applicable, office spaces, vehicles, and equipment.

COMPENSATION

The City of Forest Hill will, within its financial capability, provide equitable compensation for all employees in the form of pay and fringe benefits. The City strives to provide competitive benefits and pay which will attract and allow it to retain qualified staff in all positions.

Salary reviews normally are conducted annually, and wage increases are based on performance and the employee's contributions to the overall mission of the City. In the event of a promotion, the anniversary date for salary review is the date of promotion.

The work week consists of seven consecutive 24-hour periods, beginning at 12:01 a.m. Wednesday and concluding at midnight Tuesday, or as defined by a particular Department's operating requirements. For example, the Fire Department has a 48/96-hour work cycle. Generally, Fire Department employees are on duty for two (2) 24-hour shifts and are then off duty for the next 96 hours or 4 days. Civil Service employees in the Police Department adhere to an 84-hour/14-day pay period schedule, dependent on departmental assignment. Civil Service employees in the Fire Department adhere to a 106-hour/14 day pay period schedule, dependent on departmental assignment.

Entry Level Pay Rates: New City employees normally are paid at the minimum rate established for their job category. If a new employee has exceptional qualifications, the City Manager may approve initial employment at a higher rate after confirmation with the hiring Department. The rate must be within the established salary range for the position.

Transfer, Promotion, or Demotion: Employees who are transferred, promoted, or demoted to positions in different salary grades may be subject to changes in their rates of pay.

Overtime Pay: When the City's operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Exempt employees are not eligible for overtime compensation. With the exception of Police and Fire Department personnel, non-exempt employees are paid time and one-half their hourly regular pay rate for work in excess of 40 hours in any work week. For Civil Service Police employees, they must work over 84 regular hours in a pay period in order to be paid for any overtime hours. For Civil Service Fire employees, they must work over 106 hours in a pay period in order to be paid for overtime hours.

Calculations for regular hours worked do not include the hours of sick or vacation time in that total for that pay period.

Prior Authorization Required Before Working Overtime: All non-exempt employees must receive their supervisor's or Department Director's prior written authorization before performing any overtime work. This means employees may not begin work prior to the start of their scheduled workday and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor or Department Director. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor or Department Director. In the case of police and fire department employees, only the Chief or his/her designee may authorize overtime work. On the employee's timesheet, the appropriate supervisor or Department Director must also approve any overtime before the timesheet is submitted for processing and payment. Non-exempt employees who work overtime without receiving proper authorization will be subject to disciplinary action, up to and including termination of employment.

When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitably as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight-time work.

Time off on authorized vacation leave or holiday leave, and all other types of leave, whether paid or unpaid, including sick leave, Family and Medical Leave Act leave, jury duty leave, witness duty leave, or bereavement leave, is not considered time worked for purposes of performing overtime calculations.

Employees who fail to comply with overtime work requirements will be subject to action under the City disciplinary policy.

Holiday Pay: Regular full-time and part-time City employees will generally not be required to report to work on City holidays. Regular full-time City employees will nonetheless be entitled to receive compensation for authorized paid City holidays provided; however, that to be eligible for holiday pay, employees must work their regular schedule immediately before and after the holiday unless otherwise approved by their Department Director.

With the exception set forth below, if a regular full time or probationary full-time non-exempt employee is required to work on an authorized City holiday, he or she will be paid eight (8) hours holiday pay at their regular rate of pay plus they will be paid the number of hours actually worked on that holiday at their regular rate of pay.

If any non-exempt employee who normally works twelve (12) hours shifts is regularly scheduled to work on an authorized City holiday, he or she will be paid twelve (12) hours holiday pay at their regular rate of pay plus they will be paid the number of hours actually worked on that holiday at their regular rate of pay. If any twelve (12) hour shift non-exempt employee is off on an authorized City holiday, he or she will be paid twelve hours (12) hours of holiday pay at their regular rate of pay.

If any non-exempt employee who normally works twenty-four (24) hour shifts is regularly scheduled to work on an authorized City holiday, he or she will be paid twenty-four (24) hours of holiday pay at their regular rate of pay plus they will be paid the number of hours actually worked on that holiday at their regular rate of pay. If any twenty-four (24) hour shift non-exempt employee

is off on an authorized City holiday, he or she will be paid twelve hours (12) hours of holiday pay at their regular rate of pay.

Paid time off for holidays is not counted as hours worked for purposes of determining overtime.

Separation Pay: Upon separation of employment with the City, all employees will be paid for accrued and unused vacation and sick leave in accordance with the provisions and limitations of this Personnel Policy Manual as Separation Pay with the following exceptions:

1. A regular non-civil service employee who gives less than ten (10) working days' notice of resignation or who is dismissed because of violating personnel rules and regulations concerning conduct will forfeit accrued Separation Pay unless a mutual agreement is reached between the Department Director, City Manager, and the employee.
2. The separation date for all employees is the last date of actual work or approved leave. Separation Pay received by the employee is not to be considered an extension of employment with the City beyond the separation date.
3. Failure to return City issued equipment, uniforms, material, or other items may result in an offset of the value of such equipment, uniforms, material, or other items against the Separation Pay and/or may lead to a delay in receiving all or any portion of Separation Pay. Separation Pay also may be delayed if there is a pending investigation of the employee.

Longevity Pay: Longevity pay is paid once per year during the month of December after one year's service has been completed. All regular City employees are paid five (\$5.00) dollars per month times the employee's number of full months of continuous service with the City as Longevity Pay.

Paychecks: Employees are paid every two weeks. Paychecks are distributed via ACH payment. Paychecks are issued only to employees unless a written authorization is on file naming others to whom the employee wishes the check released. Anyone other than the employee, who receives an employee paycheck, must sign for its receipt. When payday falls on a holiday or weekend, employees are paid on the last working day preceding the weekend or holiday.

Deductions: The following deductions must be taken from each employee's pay and are deducted automatically:

1. **Retirement Plan Contributions** - The City maintains retirement plans which provide employees with early and normal retirement benefits, service and non-service-connected disability benefits, and optional survivor benefits.

2. **Federal Withholding Tax** - A deduction for Federal Income Tax is taken from every paycheck, beginning with each employee's first paycheck from the City. The amount of this deduction depends on salary and the number of allowances claimed. At the end of each year, each employee will receive a statement (W-2) of earnings and the amount of taxes withheld to use in completing income tax returns.
3. **Social Security** - All City employees are automatically enrolled in the Federal Social Security Program, and the required amount is deducted from each paycheck. The amount of this deduction depends on salary and the current percentage of deduction. The City matches the employee's payment.

Employees may elect to have certain other deductions made from their pay (e.g., insurance premiums) if they authorize the deductions in writing. Deductions other than those specifically authorized by the City Manager are not available. In the unlikely event that there is an error in the amount of a deduction or any other payroll error, you should let your supervisor know as soon as possible.

Personal Finances and Assignment of Wages: Employees' personal finances are their personal business. However, the City expects each employee to pay personal bills and maintain personal finances in good order. The City is not obligated to recognize any assignment of wages or funds by its employees or agents unless ordered by a Court or administrative agency with jurisdiction. In addition, the city will not provide pay advances to any employee. Employees may not make personal purchases using City charge accounts or credit cards and may not cash personal checks using City funds.

JOB PERFORMANCE EVALUATION

The City of Forest Hill believes that each employee and his or her supervisor should discuss the employee's job performance, on a regular basis. The City's goal is to conduct formal evaluations on an annual basis. The purpose of annual Job Performance Evaluation is to help both the employee and the City identify opportunities for professional and personal development as related to employment with the City, as well as to ensure communication about how the employee's actual job performance measures against work and behavior standards established for the particular job. Performance Reviews provide both the City and its employees with positive results. They are designed to:

1. Increase employee/supervisory communication;
2. Provide fair treatment of employees through a standardized method of documenting job performance;
3. Recognize and provide an objective basis for compensation to those employees who make outstanding contributions to the City's mission;
4. Identify unsatisfactory performance and, where appropriate, document suggested actions that will improve that performance;

5. Employ and develop promotable personnel;
6. Identify training and development needs; and
7. Remove from its employment those who are unwilling or unable to meet performance standards or City work requirements.

The City considers Job Performance Evaluations important in developing positive job attitudes, knowledge of the City's changing mission, and concerns for its citizens.

The Job Performance Review Program consists of three components:

1. **The Probationary Period Review** - Each employee will normally have a Probationary Review during their first six months of employment with the City. This will generally be administered two weeks prior to the completion of six months of employment.
2. **The Regular Annual Performance Review** - This is a formal annual review of the employee's performance and will normally be conducted by May 31st of each year.

Interim reviews may be conducted if performance is such that they are required.

All Job Performance Evaluation documents will be signed by the employee, the supervisor, the Department Director, the Human Resource/Civil Service Director, and the City Manager. They will be maintained in the employee's personnel file. A copy of each document will be given to the employee.

HOLIDAYS

Official City holidays are designated by the City Council. These currently include:

New Year's Day	Martin Luther King Jr. Day
Presidents Day	Good Friday
Memorial Day	Juneteenth
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day
Employee's Birthday* (after one year of service)	

Birthday holiday must be taken within 30 days of the employee's birthday

Holiday hours cannot be placed in a bank for future use.

The City Council may declare special holidays in addition to these. If this occurs, they will be taken according to established procedures.

If a holiday occurs on a Saturday, it will be observed the preceding Friday; if it falls on Sunday, it will be observed the following Monday. The City tries to give holidays off to as many employees as possible. However, any or all employees may be required to work on a holiday.

Non-exempt employees who call in sick for any reason the day immediately preceding or the day immediately following a holiday will lose the holiday pay. Only regular full-time employees are eligible for paid holidays.

Paid time off for holidays is not counted as hours worked for purposes of determining overtime. You may request an approved absence to celebrate a religious holiday that is not a scheduled City holiday. Time off for such absences may be taken as vacation leave.

Employees will not be paid for any city holiday that occurs during his/her FMLA leave.

SICK LEAVE

The purpose of paid Sick Leave is to assure a continued income for employees during periods of non-work-related personal illness or disability. Sick Leave is to be used for:

1. An employee's bona fide non-work-related personal illness or injury;
2. The illness or injury of a member of the employee's immediate family, which includes the employee's spouse, dependent children, and parents; and
3. Necessary appointments for medical, vision, and dental care.

Only regular full-time employees and full-time employees in their probationary periods (both civil service and non-civil service employees) accumulate sick leave with pay at the rate of 1 and 1/4 full working day for each full month they are employed by the City in a calendar year, up to a maximum of 15 days a year. Employees may not use sick leave until they have successfully completed their six-month probation period. Sick Leave will be accrued without limit and will be used in one (1) hour intervals for all time absent during the regular workday. Sick leave is not considered time worked for purposes of performing overtime calculations.

Official holidays and regularly scheduled days off do not count against Sick Leave. Employees who become ill during a scheduled Vacation Leave of one week or more may request that Vacation Leave be temporarily terminated, and time charged to Sick Leave. The employee must present a physician's statement to qualify for this benefit. No employee can use more sick leave than he or she has accrued. Under no circumstances will sick leave be advanced.

Employees must notify their immediate supervisor or Department Director, in accordance with Departmental notification procedures and this Policy Manual that they are unable to report for work due to illness or disability. If an absence extends beyond the first day, the employee must maintain daily contact with the supervisor, unless the employee is on leave as provided by the Family and Medical Leave Act. Any illness or disability resulting in three (3) consecutive days of absence will require medical verification from a physician before returning to work. If an illness requires a longer absence than an employee's accrued Sick Leave, the employee may request that Vacation Leave be used as Sick Leave if they plan to return to work with the City.

Employees who leave the City's employment for any reason will receive a lump sum payment for unused sick leave up to a maximum of 720 hours. To be eligible for this benefit, non-civil service employees must leave the City's employment in good standing and provide the City with at least ten (10) working days advance notice of their resignation. Sick pay upon termination will be calculated using the employee's highest permanent pay classification during his or her last six months of employment. The employee will be paid for the same period he or she would have been paid if he or she had taken the sick leave but does not include additional holidays and any sick leave or vacation time that the employee might have accrued during the 90 days (720 hours).

For the safety of each of our employees, no employee may return to work within twenty-four (24) hours after having undergone surgery or been subjected to any anesthesia or medical sedation. If you are having a surgery or procedure in which you will receive anesthesia or medical sedation, you must inform your supervisor in writing of your appointment and the date and time of the surgery, procedure, or sedation at least forty-eight (48) hours in advance of such surgery, procedure, or sedation.

**Chapter 143 will address specific guidelines with sworn police and fire personnel.*

VACATION LEAVE

Paid vacations are provided as a benefit of employment so that employees may have periods of rest, relaxation, and recreation. Vacation Leave also may be used for personal business or to cover absences for illness or injury when no sick leave is available.. If an employee has exhausted all sick leave, an absence that qualifies for Family and Medical Leave Act leave, which is unpaid leave, will run concurrently with any available accrued and unused vacation leave. The Department Director must approve scheduled Vacation Leave.

Only regular, full-time employees are eligible for vacation leave. Vacation Leave is accrued by regular and probationary employees (both civil service and non-civil service employees) pro rata throughout the year as follows:

Tenure with City	Non-Civil Service Employees Per Month	Firefighters Rate Per Month	Police Officers Rate Per Month
0 - 5 years	10.00 hours	25.00 hours	15.00 hours
5 – 15 years	11.33 hours	28.00 hours	16.33 hours
15 + years	13.33 hours	32.00 hours	18.33 hours

Accrual begins immediately upon employment in a budgeted position. Employees may not take Vacation Leave until they have successfully completed their probationary period. Part-time and Temporary employees do not accrue Vacation Leave.

All employees must take a minimum of 80 hours of Vacation Leave each calendar year; any unused amount of the 80 hours of vacation leave may not be carried over. This minimum leave requirement may be waived by the City Manager if the needs of the City preclude taking excess vacation leave which otherwise would be lost.

The maximum amount of continuous Vacation Leave which an employee may take at one time is four weeks. Vacation Leave exceeding two consecutive weeks must be approved by the Department Director.

Vacation Leave may be granted so long as the remaining staff has the ability to perform the work of the functional area. A Department Director or designee must authorize the leave request in a timely manner after it is presented by an employee. Employees are responsible for ensuring that leave requests are made within a reasonable time prior to beginning the leave. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation.

In cases where two employees from the same work area request identical vacation times, the individual with the longest period of service normally has priority. The City will make every effort to honor employee vacation requests as long as the continuation of City operations is provided. The City Manager or Department Director retains the right to deny requests for vacation leave and to require that employees split or revise their requested vacation leave if operating requirements warrant.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives or bonuses. Upon termination, employees having accrued but unused vacation leave will be paid for that vacation time at their hourly rate at the time of termination in accordance with the City's Separation Pay policy. For each vacation hour used, one hour will be deducted from the employee's accrued vacation time. Vacation leave must be taken in minimum 1-hour increments. Paid vacation leave is not considered time worked for purposes of performing overtime calculations.

FAMILY AND MEDICAL LEAVE ACT

The City provides leave to eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to 12 weeks of job-protected, unpaid leave each year for specified family and medical reasons.

FMLA Leave Runs Concurrently with Other Types of Leave - If an employee has any available accrued and unused paid sick leave, it must be used concurrently with any available FMLA leave. If the employee has no available sick leave, unused vacation leave will be used and will run concurrently with any remaining FMLA leave. If the employee is eligible for short-term or long-term disability, it too must be used concurrently with any available FMLA leave. FMLA leave will also run currently with any time off from work covered by workers' compensation.

Employee Eligibility - To be eligible for FMLA leave, an employee must have worked for the City:

- For at least 12 months and
- For at least 1,250 hours during the 12 months preceding the start of the leave.

Leave Entitlement - Eligible employees may take FMLA leave for one or more of the following reasons:

- For the birth or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child, or parent with a serious health condition;
- When the employee is unable to perform the functions of his or her position because of his or her own serious health condition; or
- Reasons related to a family member's service in the military, including:
 - Qualifying exigency leave – leave for certain reasons related to a family member's foreign deployment; and
 - Military caregiver leave – leave when a family member is a current service member or recent veteran with a serious injury or illness.

The City uses a rolling 12-month period measured backward from the date an employee uses any leave to determine an employee's eligibility for leave.

Serious Health Condition - For purposes of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- **Inpatient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., the inability to work, attend school, or perform other regular daily activities), or any subsequent treatment in connection with such inpatient care; or
- **Continuing treatment** by a health care provider which includes one or more of the following:
 - A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves treatment: (i) two or more times by, or under the direct supervision of, under orders of, or on referral by, a health care provider, or (ii) by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

- Any period of incapacity due to pregnancy, or prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition which (i) requires periodic visits for treatment by, or under the direct supervision of, a health care provider, or (ii) continues over an extended period of time (including recurring episodes of a single underlying condition; and (iii) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease).
- Any period of absence to receive multiple treatments (including any period of recovery therefrom) by, or under the supervision of, under orders of, or on referral by, a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers; headaches (other than migraines), routine dental or orthodontia problems, and periodontal disease are not serious health conditions. In addition, routine physicals, eye examinations, and dental examinations are not considered treatments.

Employee's Notice Requirements - In order for the City to accommodate an employee's workload during his or her absence, employees seeking to take FMLA leave must provide their Department Director with at least 30 days advance notice when the leave is foreseeable. If the leave is not foreseeable, employees are expected to provide their Department Director with as much advance notice as possible. In the event of medical leave for planned medical treatment for the employee or for the employee's spouse, child, or parent, the employee is required to make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations.

All directors must immediately notify the Human Resources Director if they have reason to believe an employee's absence is due to an FMLA-covered reason.

Medical Certification and Other Required Documentation - Employees must provide the Human Resources Department with a medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee or the employee's spouse, child, or parent. The certification must set forth the beginning and expected ending dates of the leave. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave.

Employees must also provide periodic reports to the Human Resources Department during FMLA leave as to their status and intent to return to work and may be required to submit a "fitness-for-duty" certification before the employee can return to work. In some cases, the City may require a second or third medical opinion (at the City's expense) and periodic recertification of the serious health condition, and when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work.

If an employee fails to provide any required certification within 15 days, the City may deny leave until the certification is provided. If an employee elects to take FMLA leave in order to care for a family member, the employee may be required to provide reasonable documentation confirming a family relationship.

Intermittent Leave - Eligible employees may take FMLA leave on an intermittent or reduced schedule basis only if "medically necessary," or otherwise approved by their Department Director and the Human Resources Director. In such cases, the City may temporarily transfer the employee to an available alternative position (with equivalent pay and benefits) in order to better accommodate repeated periods of absence.

Benefits during FMLA Leave - During any period of FMLA leave, the City will continue to pay its portion, if any, of any group health insurance coverage for the employee on the same terms as if the employee had continued to work. The employee must timely pay his or her share of health insurance premiums while on FMLA leave. The City may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave unless the employee is unable to return due to a serious health condition or something else beyond the employee's control. Medical certification is required under such circumstances.

The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave, and seniority will not be affected. However, benefit accruals, such as vacation and sick leave, will be suspended during any unpaid leave.

Job Restoration After FMLA Leave - Upon expiration of FMLA leave, an employee will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions. Under certain circumstances, however, the City is not required to reinstate "key" employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury to the City's operations. A "key" employee is a salaried eligible employee who is among the highest paid ten percent of employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable after they request FMLA leave.

Leave Due To Birth/Adoption - FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. In addition, if an employee and the employee's spouse are both employed by the City, both are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care or to care for a parent (but not a parent-in-law) who has a serious health condition.

Other Employment - Under no circumstances may an employee on FMLA leave work another job, whether for pay, as a volunteer, or as self-employment, unless expressly authorized in writing by the Department Director and the City Manager.

FLSA Considerations - Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

Other Provisions - The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

The Pregnant Workers Fairness Act (PWFA) is a federal law that requires covered employers to provide “reasonable accommodations” to a qualified worker’s known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an “undue hardship.” An undue hardship is defined as causing significant difficulty or expense. A “reasonable accommodation” means a change in the work environment or how things are usually done in order to remove work-related barriers.

What are some possible accommodations for pregnant workers?

- Schedule changes or time off to go to health care appointments
- Extra bathroom breaks
- A chair or stool to sit on while working
- The ability to telework full or part-time
- A private place to pump breast milk
- Leave to recover from childbirth
- Breaks to eat and drink
- Light duty

The City requires all accrued, unused paid leave (e.g., vacation, sick) to run concurrently with FMLA leave.

Employees shall not perform any job duties including attending city or departmental meetings, responding to emails or telephone calls while on FMLA leave.

This policy is intended to explain the benefits available to eligible employees under the FMLA guidelines. It is not intended to create any rights to leave beyond those created by the FMLA. If you would like additional information on the FMLA, please contact the Human Resources Department. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his or her rights and responsibilities under the FMLA. In addition, employees may contact the nearest office of the U.S. Department of Labor’s Wage & Hour Division for more information.

ON-THE-JOB INJURY LEAVE

Most on-the-job injuries are covered by the City’s Workers’ Compensation insurance. Please see the City’s Workers’ Compensation Policy. Employees may supplement any workers’ compensation wage benefits with any accrued vacation, sick or compensatory leave. All injuries shall be documented on the First Report of Injury form within 24 hours of injury and shall be submitted to the Human Resources Department by the employee’s supervisor within 72 hours.

The City will provide Civil service employees a leave of absence for an illness or injury related to the person’s line of duty. The leave is with full pay for a period commensurate with the nature of the line of duty illness or injury. If necessary, the leave will continue for up to one year. Please see Chapter 143, subsection 143.073 for additional details.

Employees who are off work due to an on-the-job injury are prohibited from entering work hours on their time sheets. In no event will an employee be paid more than 100% of his or her regular pay.

TIME OFF TO VOTE

Employees are encouraged to register to vote and to vote in all national, state, county, and municipal elections. Where an employee's work schedule prohibits the employee from voting, the Department Director will allow the employee sufficient time off with pay to exercise this right. However, when the work schedule allows at least two consecutive hours to vote outside of the employee's working hours, leave from work to vote will not be granted.

BEREAVEMENT LEAVE

All full-time regular and probationary employees may be granted paid bereavement leave in the event of the death of an extended family member. Part-time employees may be granted unpaid leave in such cases.

Bereavement leave is granted to attend funerals, make arrangements, or otherwise attend to business relating to the deceased. Bereavement leave will be granted for a period not to exceed a total of three (3) workdays in a calendar year. This leave will not be charged against Sick or Vacation Leave.

Requests for bereavement leave must be approved prior to the taking of leave. The extended family is defined as mother, father, current spouse, child, grandchild, grandparents, brothers, and sisters of the employee or his/her spouse.

The City Manager may approve additional days using sick leave or vacation leave, depending on the circumstances. An employee must notify the immediate supervisor or Department Director where he or she may be reached before leaving (if possible).

The City may require proof of death/funeral in support of Bereavement Leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Paid time off for Bereavement Leave is not counted as hours worked for purposes of determining overtime.

JURY DUTY LEAVE

The City encourages employees to fulfill their civic responsibilities by serving on jury duty when required. Accordingly, regular full-time employees will be paid their normal earnings for time spent serving on a jury. Jury duty pay is paid at the employee's base pay rate at the time of jury duty and does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Paid time off for jury duty is not counted as hours worked for purposes of determining overtime.

Employees should attempt to keep up with their job responsibilities during jury duty. Employees must show their jury duty summons to their supervisor as soon as possible so that arrangements can be made to accommodate their absence. Employees are expected to report to work whenever the court schedule permits.

WITNESS DUTY LEAVE

The City encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by the city, they will receive paid time off for the entire period of witness duty. (Note: this policy does not apply to testimony by police officers and firefighters who are required to testify in court as part of their job duties.)

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the City. Employees may use any available paid vacation leave for this absence; if the non-exempt employee has no available vacation leave, any time off for witness duty will be unpaid.

A subpoena for witness duty must be shown to the employee's supervisor immediately after it is received so that employee staffing can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court's schedule permits.

EMPLOYEE BIRTHDAY

Employees who have completed one year of service are eligible to receive one day off with pay for their birthday. The employee must be a regular full-time employee with a minimum of one year of service on his/her birthday and the date the paid leave is to be taken. It is preferred that the day be taken on the actual birthday, however, due to workload, shift work, etc., a different day may be taken within 30 days after the birthday. If the birthday is on the same day as a regular City-observed holiday, another day may be taken within 30 days with supervisor approval. Employee birthday leave will not be included in Separation Pay or any compensation provided at termination of employment. Birthday leave may not be used as a substitute for other forms of paid leaves (i.e., sick, vacation, etc.).

MILITARY LEAVE

Leave for military service will be provided in accordance with the law. Employees will be paid for military absences of up to fifteen (15) workdays per fiscal year; firefighters will be paid up to a maximum of five shifts per calendar year. All other military leave is unpaid. Employees may, however, use any available paid vacation leave for longer absences if they wish. To be eligible for military leave pay, employees must submit satisfactory military pay verification data.

The City will continue to pay its portion of the employee's group health insurance premiums, if any, during the first 31 days of military leave. Thereafter, the employee may be required to pay the full premium under the plan in accordance with applicable law. Benefit accruals, such as vacation and sick leave, do not accrue while an employee is on unpaid military leave for longer than two weeks. Thereafter, benefit accruals will be suspended and will resume upon the employee's return to active employment.

Employees on two-week active-duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as vacation accrual. Military Leave pay will not be granted for regularly scheduled routine drills or meetings.

GROUP INSURANCE

The City makes available group health insurance including medical, dental, vision, and disability insurance for all regular full-time employees, for the employee's spouse, and his/her children, provided the City's insurance carrier accepts their application for coverage. A summary of the current insurance plans and costs, including an explanation of levels of coverage and benefits associated with the group insurance programs are covered in information provided by the insurance carrier and the Human Resources Department. Insurance coverage and benefits are subject to change.

WORKERS' COMPENSATION BENEFITS

Coverage - The City provides workers' compensation coverage for all employees. This coverage provides for medical expenses and partial compensation to employees injured on the job. The cost of such coverage is paid by the City and covers most injuries sustained on the job. Neither the City nor its workers' compensation insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City. Such injuries, however, may be covered under your personal medical insurance plan.

Release to Light Duty - Light duty assignments are made at the sole discretion of the City, for up to a maximum of one year. While a genuine effort will be made to locate light duty assignments for employees injured on the job, there is no guarantee of such assignment, and the City reserves the right to require an employee to be medically released with no restrictions before returning to active duty. Light duty assignments are coordinated by the employee's Department Director, the Human Resources Department, and approved by the City Manager. Light duty assignments may be in the employee's own department, or in another department, depending upon the employee's circumstances and needs of the City. If the employee refuses a light duty assignment, it will not affect the employee's entitlement to Family and Medical Leave Act leave but will render the employee ineligible for workers' compensation salary continuation benefits.

Use of Accrued Leave to Supplement with Compensation Benefits - Employees may use any available paid leave to supplement their workers' compensation salary benefits. Paid accrued leave will be applied in the following order: sick leave, then vacation leave.

Maximum Paid Benefits - Under no circumstances will an employee on workers' compensation leave receive more in paid benefits than he or she would have received in base safety/wages (excluding overtime, shift differential or any other type of extra compensation) if the employee was not injured and was able to return to work.

Report of Accidents and Injuries - All employees must comply with the reporting requirements set forth through Workers' Compensation. During work hours, employees must use personal leave for scheduled doctors' appointments related to a work-related injury.

Filing Claims - All workers' compensation claims must be filed with the Human Resources Director through appropriate supervisory channels.

TMRS - Employee contributions to TMRS made on the basis of temporary income benefits received through workers' compensation may be made on a voluntary basis through a special arrangement with the City.

ADDITIONAL BENEFITS

The City provides other benefits from time to time for regular full-time employees. These benefits are subject to change and are discussed in greater detail in separate publications provided by the City. For general purposes, the following benefits are in effect:

RETIREMENT

All regular employees working forty (40) hours per week or more must join the Texas Municipal Retirement System. This is a condition of employment.

TRAVEL

If an employee must travel on authorized City business or to a City-authorized meeting, the City will reimburse travel expenses. Expenses will be reimbursed based on an itemized travel expense form which must be submitted not more than one week after the completion of the trip. Expense receipts must be kept and attached to the travel expense form. Only the actual cost of reasonable and necessary business-related expenses incurred by the employee on behalf of the City will be reimbursed.

If it is necessary or requested that an employee travel for the City, the appropriate form must be completed by the employee and submitted for approval to the Department Director and approval received prior to travel, Department Directors must obtain approval for their own travel from the City Manager. The travel request must be submitted as soon as the need to travel is known. All travel on behalf of the City must be approved prior to any expenses being incurred.

Any employee requesting an advance of funds must, except for under extenuating circumstances, complete and submit a written request for an advance of funds at least ten business days before the advance is needed.

Reimbursable expenses include:

1. The actual costs for round trip coach class airfare or the current IRS automobile rate per mile, whichever is the lesser amount; and
2. Per diem rates will be set forth according to current Internal Revenue Service rates. Lodging and related expenses, with the provision that lodging within the Metroplex will not be reimbursed except as approved specifically in advance by the City Manager. The per diem will be reduced by 1/3 for each pre-paid meal included in a conference registration fee.

The City has the option of requiring that travel be made in a city-owned vehicle. When this is the case, the employee may be issued a gas credit card for use for the trip only.

Expenses for alcoholic beverages and tips are not reimbursable.

Travel outside the continental limits of the United States must receive the prior approval of the City Manager and will not be reimbursed without that approval.

Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action up to and including termination of employment.

MEMBERSHIP FEES & CERTIFICATIONS

Upon prior written approval, the City may pay professional organization membership fees when beneficial to achieving the City's service objectives. Membership fees must be included in and approved as part of the Annual Budget. All employees will notify their Department Director or City Manager before serving as an officer in a professional organization. Civic memberships may be approved on a case-by-case basis.

DEFERRED COMPENSATION

The City currently offers a Deferred Compensation Program. This benefit program allows regular full-time employees to defer income and the payment of taxes on the deferred salary amounts. The City places the deferred income amount selected by the employee in a tax-deferred investment on his or her behalf, under conditions associated with the Plan. Further information about this program may be obtained from the Human Resources Department.

WORKING RELATIONS

The City of Forest Hill strives to provide a working environment that will assure that services to its citizens are provided in an efficient, effective, and economical manner. The City believes that each employee of the City is responsible for making positive contributions to productive working relationships. Therefore, each employee is expected to establish and maintain effective working relationships with fellow employees, managers, supervisors, elected and appointed officials of the City, citizens, consultants, contractors, and others having business dealings with the City.

Department Directors and supervisors are responsible for planning, organizing, directing, and controlling the work of their units in order to achieve the service objectives of their department and of the City. This effort also includes establishing, in concert with employees, performance standards that are periodically reviewed.

When employee performance, attitude, work habits, or personal conduct are unsatisfactory, supervisors are responsible for promptly addressing the situation. This may include specifically assessing feasibility and appropriateness of instituting a plan for improvement with the employee.

If an improvement plan is utilized:

- (1) Documentation will be made by the employee's supervisor and provided in writing to the employee and the Human Resources Department
- (2) Supervisors will provide both assistance and counsel in performance improvement and a reasonable period of time for improvement to occur. Supervisors will formally review the level of performance at a specific date to determine whether additional time will be required to meet performance objectives. If questions arise concerning the validity of a supervisor's order, employees are expected to complete assigned tasks.
- (3) If performance, attitude, work habits, or personal conduct do not improve, the supervisor will initiate disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself. However, disciplinary action may take into account not only the seriousness of the incident but the whole pattern of the employee's past performance and conduct.

DISCIPLINE AND TERMINATION

Conduct Warranting Disciplinary Action - Disciplinary action may be taken based on any of the items below. This list is not all-inclusive. It is a guide that summarizes a few situations in which discipline should be imposed. Misconduct should be assessed on a case-by-case basis. A supervisor may determine that discipline is justified for behavior that is not on this list.

Disciplinary action will be imposed for violations of state or federal law, City or Departmental policies and procedures, codes of conduct, rules, and regulations, either written or verbal. In addition, acts that are not specifically addressed in policies and procedures, codes of conduct, and rules and

regulations, yet may adversely affect the City or put the health and safety of fellow employees or citizens at risk, may also result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace. The following are some examples of conduct that may result in disciplinary action, up to and including termination of employment of employment (Note: these rules are applicable to all employees, including the Fire and Police Departments):

- Theft or inappropriate removal or use of property not your own
- Falsification of timekeeping or other records, including employment application
- Working under the influence of alcohol or illegal drugs or abuse of legal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating City-owned equipment
- Sexual or other unlawful harassment or discrimination
- Interfering with work schedules or another employee's ability to work
- Misuse of City telephones, computers, mail systems, technology systems, etc.
- Excessive absenteeism, tardiness, or absence without notice
- Breaks in excess of the allotted time allowed
- Profanity or abusive language
- Failure to immediately report on the job injury
- Unauthorized disclosure of confidential information
- Violation of City or Departmental policies, codes of conduct, rules, and procedures
- Failure to be considerate of coworkers
- Coercion, intimidation, or threats against citizens, supervisors, co-workers, or City officials
- Making or publishing false, vicious, or malicious statements about the City, a coworker, or a supervisor
- Unsatisfactory performance or conduct
- Fighting, provoking, or instigating a fight, or threatening violence in the workplace
- Disruptive activity in the workplace
- Conduct that results in waste or damage of coworkers, City, or citizen-owned property
- Insubordination or other disrespectful conduct

- Possession of weapons in violation of this Personnel Policy Manual
- Violation of local, state, or federal law
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension (abandonment of employment)
- Outside employment that conflicts with or potentially conflicts with, City interests
- Failure or refusal to follow lawful orders, or insubordinate or argumentative response to legitimate directions or orders
- Sleeping on the job (except for Fire Department personnel who are governed by applicable Fire Department Rules and Regulations)
- Dishonesty, including misrepresentation during the hiring process

Progressive Discipline

In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available to it and may begin the disciplinary process at any level, up to and including immediate termination of employment as the first step, depending upon the situation's unique factors, including the severity of the conduct, the employee's work performance, and prior disciplinary history, the employee's length of service, and any mitigating circumstances. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

Oral Warning - The initial formal notice given to an employee that any or all of his or her actions, attitude, or performance are not meeting satisfactory standards or are not in accordance with established rules, regulations, and practices. The supervisor will advise the employee that he or she is receiving an oral warning (i.e. verbal reprimand) for the offense involved. The supervisor will advise the employee on what corrective actions are expected and what will occur if there is no improvement. The supervisor will prepare a written memorandum outlining the offense and the warning to give to the employee. A copy of this memorandum will be retained by the supervisor and the original will be filed in the employee's personnel file in the Human Resources Department.

Written Reprimand - Depending on the seriousness of the offense, a Written Reprimand may be the initial notice to the employee. The supervisor will define the problem, specify improvements to be made and a time for review, and describe further action to be taken in the absence of improvement. An original letter will be prepared for and given to the employee and will include previous offenses that are a matter of record. A copy will be retained by the supervisor, and a copy will be filed in the employee's personnel file in the Human Resources Department.

Disciplinary Layoff or Suspension Without Pay - Depending on the seriousness of the offense, a Disciplinary Layoff or Suspension Without Pay may be the initial notice to the employee. An original letter will be prepared for and given to the employee describing the offense and disciplinary action taken, including previous offenses that are a matter of record. The letter will indicate that the employee's services will be terminated if the offense continues. Suspensions

Without Pay are for a specified period of time and for specified dates set by the supervisor. A copy of the letter will be retained by the supervisor and a copy will be filed in the employee's personnel file in the Human Resources Department. In addition, appropriate action will be taken to assure that the employee's pay is discontinued for the specified period.

Termination - Depending on the seriousness of the offense, termination may be the initial notice to the employee. Prior to termination, the Department Director or designee shall advise the employee that the City intends to terminate him or her and shall explain the reasons for that intention. The employee will then be given an opportunity to respond to the reasons given and explain why he or she feels termination would be inappropriate. If a decision to terminate employment is made, a change in status form will be prepared stating the offense, prior disciplinary actions taken (if applicable), and documentation of the offense leading to termination of employment.

Felonies and Misdemeanors - An employee arrested, charged, or indicted for a felony or misdemeanor, or accused by information of official misconduct or other serious criminal violation, may be placed on administrative leave (with or without pay) until the charge, indictment, or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are completed and all related administrative matters are concluded. Such a determination will be made by the appropriate Department Director and the City Manager. An employee on administrative leave may be reinstated to the position held before being placed on administrative leave (if available) if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal. Any arrest shall be reported within 24 hours upon release.

Administrative Leave - During an investigation into alleged offenses or violations of City policies, the City may, at its sole discretion, place the employee on administrative leave. The leave may be with or without pay and may be charged to vacation leave or sick leave if authorized by the department director with notification of the City Manager and the Human Resources Director.

Where disciplinary action includes suspension of one day or one shift (or more), a reduction of an employee's rate of pay, demotion, and/or termination, the employee will be given an opportunity to respond to the allegations prior to disciplinary action being taken through the Appeal Process set forth herein below. Any appeal must be submitted in writing by the employee within 5 business days of notice of disciplinary action.

**Chapter 143 will address specific guidelines with sworn police and fire personnel.*

EMPLOYEE APPEALS

The City provides employees with a process for appealing disciplinary actions of suspension of one day or one shift or more, reduction in rate of pay, demotion, and termination to their Department Director and/or the City Manager. Matters not specifically mentioned in this policy are not appealable. The City provides most employees with two levels of appeal. The first level appeal is to the employee's Department Director. The second level appeal is to the City Manager, or his or her designee. If the action appealed by the employee was taken by a Department Director, then the first-level appeal is made directly to the City Manager. If the appeal is direct to the City Manager his or her decision is final; there is no further level of appeal.

Appealable Actions - Employees may appeal disciplinary action involving an unpaid suspension of one (1) day or one (1) shift (or more), demotion, reduction in rate of pay, or termination.

How to Make An Appeal - All appeals must be written, signed, dated and submitted to the Human Resources Director. Any documentation which helps to explain the appeal must be attached to the appeal form, including copies of relevant policies, rules or regulations; who was involved in the action and when it occurred; the adverse disciplinary action taken, the alleged unequal and/or unlawful treatment complained of; the remedy sought; and any other information or documentation relevant to the appeal. An appeal will not be considered if it is incomplete, or it has not been signed and dated by the employee.

Time Limit for Filing Appeal - An employee wishing to make an appeal must submit an appeal to the Human Resources Director within five business days of the employee's receipt of notice of the disciplinary action from which the employee appeals. If the employee wishes to pursue the second level of appeal, the employee must so indicate and submit it to the City Manager's office within five business days after receiving the Human Resources Director's determination at the first appeal level. The five-day time limit for filing the appeal may be extended by the City under extenuating conditions. If an employee fails to file his or her appeal by the deadline, the employee waives his or her right to appeal, or further appeal, as the case may be.

First Level of Appeal - First-level appeals to the employee's Department Director are informal and are conducted in a meeting format with the employee and his or her supervisor(s) in attendance. If during the meeting, the Department Director finds that he or she needs additional information in order to make a determination, the Director may suspend the meeting for up to five business days, or longer if necessary.

The Director will then reschedule the appeal meeting at a date and time set by the City.

Second Level of Appeal - All appealable actions may be further appealed if the employee is not satisfied with the results of the first level of appeal. If, however, the employee's first level appeal was direct to the City Manager, there is no second level of appeal. The decision of the City Manager, whether at the first or second level of appeal, is final and may not be further appealed. If a second level of appeal is available, the employee must file the appeal with the City Manager's office within two business days of the employee's receipt of the Department Director's first-level appeal decision. The second level of appeal is made on the employee's original appeal form.

OPEN DOOR POLICY

The City of Forest Hill realizes that problems may arise in the course of work and that successful resolution of employee relations problems makes a more productive work environment. Department Directors maintain an Open Door Policy relating to employee relations and believe that employees and management working together can resolve differences through effective communication and problem-solving efforts.

DRUG AND ALCOHOL USE PROHIBITED

It is the City's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

Prohibition against alcohol and illegal and unauthorized drugs - While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.

Prohibition against illegal and unauthorized drug-related paraphernalia - The policy also prohibits the use, possession, distribution, and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities Off-premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling, or otherwise introducing illegal or unauthorized drugs into the body.

Permissive use of prescribed and over-the-counter drugs - The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty while conducting City-related business or other activities off premises while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include but are not limited to drowsiness, dizziness, confusion, or feeling shaky.

Permissive use of alcohol - The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. At no time may an employee under the influence of alcohol drive a City-owned or leased vehicle or operate or use other City-owned or leased property or employment. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. Reasonable alcohol consumption is not objectionable at certain City-sponsored social events, certain City parties, or business entertainment if appropriate (but not during business lunches) and as may otherwise be specifically approved in advance by the City Manager. However, no employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the City Manager, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

Fire and Police Department Employees - Certain City Fire and Police Department employees are required to be in possession of drugs in carrying out their job duties. Items considered as evidence are not subject to this policy. Such employees will be exempted from certain portions of this policy under certain limited conditions; these employees will be advised in writing of the specific exemptions applicable to them. Additional guidelines will be established by Police and Fire Department operating procedures.

On-Call Employees - Employees scheduled to be on-call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on-call is governed by this policy.

Mandatory Reporting of Conviction - Employees must notify their Department Director, in writing, of any criminal drug conviction (including a plea of *no contendere*) for a violation occurring in or outside of the workplace no later than five calendar days after the conviction.

Off-Duty Conduct - The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty use or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's job performance.

Searches - The City may conduct unannounced searches or inspections of the worksite, including, but not limited to, City property used by employees such as lockers, file cabinets, desks, and offices, whether secured, unsecured, or secured by a lock provided by the employee. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots. All searches must be authorized and conducted under the written authorization of the Department Director and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination of employment.

DRUG AND ALCOHOL TESTING

Drug Testing -The City requires drug testing of some employees for public safety, workplace safety, and accountability. The City requires employees to take drug tests in the following situations.

- **Pre-Employment** - Applicants and candidates for positions operating motor vehicles regulated by the U.S. Department of Transportation (DOT) will be drug tested if the testing is related to a specific job requirement. Applicants will not be hired if they fail the drug test or refuse to consent to a test under the same conditions applicable to employees. An applicant who fails a drug test is not eligible for employment.
- **Post-Accident** - Employees who are involved in vehicular or equipment accidents or employees involved in workplace injuries or accidents for which reasonable suspicion exists while on duty are subject to drug tests.
- **Reasonable Suspicion** – Employees who, while on duty, exhibit symptoms of being under the influence of drugs, as determined by a supervisor, must submit to a drug test.

Controlled substances include, but are not limited to, the following:

- Marijuana
- Cocaine
- Opiates
- Phencyclidine (PCP)
- Amphetamines / Methamphetamines

Types of Tests -Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, intoxilyzer, or other generally accepted testing procedure.

Testing of Applicants - All applicants to whom a conditional offer of employment has been made may be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

Testing of Employees -

1. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or "near miss," when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
2. For purposes of this policy, reasonable suspicion is a belief based on articulate observations (e.g., observation of alcohol or drug use, the apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs; or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisor(s) must document the specific, observable facts in support of reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
3. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
4. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action, up to and including termination of employment.
5. A positive test result is a violation of the City's Drug and Alcohol Use Policy and may result in disciplinary action, up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.
6. Police and Fire Department employees are also subject to departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
7. The City may have additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation.

Testing Procedures -

1. All testing must be authorized in advance by the employee's Department Director or the City Manager. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulated observations which led him or her to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulate observations.
2. If an employee's conduct resulted in a workplace accident, injury, or "near miss," or reasonable suspicion otherwise exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, at its discretion, reassign the employee, or put him or her on administrative leave until the test results are received.

The City will make arrangements to have the employee transported home after the testing.

3. All substance abuse testing will be performed by a SAMHSA-approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
4. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and only accessible by designated City representatives, supervisors, and managers on a need-to-know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

EMPLOYEE ACKNOWLEDGMENT

Upon receipt of the Employee Personnel Policies and Procedures Manual, each employee must complete the Acknowledgement Form. The original form shall be placed in the employee's personnel file by the Human Resources Director.

EMPLOYEE ACKNOWLEDGEMENT FORM

The City of Forest Hill Employee Personnel Policies and Procedures Manual describes important information about the City of Forest Hill, and I understand that I should consult the Human Resources Director regarding any questions not answered in the handbook. I have entered into my employment relationship with the City of Forest Hill voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the City of Forest Hill can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with the City of Forest Hill. By distributing this handbook, the City of Forest Hill expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by the City of Forest Hill and reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand and agree that nothing in the employee handbook creates, or is intended to create, a promise or representation of continued employment and that employment with the City of Forest Hill is employment at-will, which may be terminated at the will of either the City of Forest Hill or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.

I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained in it and any revisions made to it.

Employee's signature

Printed Employee's name

Date

Mayor and Council Communication Deliberation Item 8k

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Discuss and consider approval of Resolution 2025-09, a resolution of the City of Forest Hill, Texas declaring certain City property surplus and authorizing the City Manager to sell, trade, donate, and/or dispose of it in accordance with the process established in the Code of Ordinances and State Law.

BACKGROUND: The City is in possession of radios, batteries, charging stations, holders, clips, power supplies and speaker/microphones that are end of life for the department. The list includes:

- 13 – Used Motorola Flashport - XTL 2500 Model # MZ1URM9W1AN
- 4 – Used Motorola 7/800MP - APX 6500 Model # M25URS9PW1AN
- 33 – Used Motorola APX 6000 Model # H98UCF9PW6AN
- 1 – Used Motorola APX 6000 Model # H18UCF9PW6AN
- 27 - Used Motorola Impres Charging Stations – Model # NNTN7079A
- 27 - Used Motorola Impres 2 Ion Batteries – Model # PMNN4486-A
- 13 - New in Bag Motorola Radio Holders – Model # PMLN5709A
- 21 - Used Motorola Remote Speaker/Microphone – Model # PMMN4062A
- 8 - Used Motorola Radio Clips – Model # 4205823V01
- 8 - New in Bag Motorola Power Supply – Model # ML18-8140100-A
- 23 - Used Motorola Power Supply – Model # ML18-8140100-A
- 2 - Used Motorola Power Supply – Model # NU20-C140150-13
- 2 - Used Motorola Speakers – Model # HSN4031A
- 13 - Used Motorola XTL 2500 – Model # HLN9911K & HLN6911H
- 4 - Used Motorola APX 05 – Model # HLN7041A
- 1 - Used Impress Adaptive Charger – Multiport 6 Model # NNTN072B
- 2 - New in Box Vehicular Charger Model # NNTN7624
- 13 - New in Box Impres CHR IMP SUC EXT Base Unit Model # NNTN7079A
- 5 - New in Box Motorola Noise Cx Remote Speaker/Microphone Model # PMMN4062
- 4 - New in Box Motorola Power Source Model # EPNN9288A
- 17 - New in Bag Long Antenna Model # 7-800GPS
- 1 - New in Bag Long Antenna Model # 1031369
- 11 - New in Bag Stubby Antenna Model # NAR6595A
- 18 - Used Stubby Antenna Model # NAR6595A
- 25 - Used Motorola Impres 2 Ion Batteries Model # PMNN4486A
- 12 - New in Box Motorola Impres 2 Ion Batteries Model # PMNN4486A

Chief Hernandez has located a company who will pay the city \$9,200 for the equipment. In addition, the company pledges, that for every radio, they will plant one tree for each

one they purchase from the City of Forest Hill. The declaration of surplus equipment will allow staff to move forward with the sale of the property.

FISCAL IMPACT: TBD

LEGAL REVIEW: Reviewed by City Attorney as to form and legality

ATTACHMENTS:

1. Resolution 2025-09 Police Department Surplus

MOTION:

Motion to approve or deny Resolution 2025-09, a resolution of the City of Forest Hill, Texas declaring certain City property surplus and authorizing the City Manager to sell, trade, donate, and/or dispose of it in accordance with the process established in the Code of Ordinances and State Law.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY OF FOREST HILL, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE, DONATE, AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES AND STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

WHEREAS, the City has certain Police Department radio equipment that is not currently needed by the city and for which the City no longer has any foreseeable need or use; and

WHEREAS, the City Council, according to the Code of Ordinances, may declare such property as surplus property and direct its disposition; and

WHEREAS, the City Council has determined that declaring this property as surplus is in the best interest of the City of Forest Hill.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The City Council declares the property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") as surplusage for city purposes and authorizes the City Manager or her designee to sell, trade, donate, and/or dispose of the property according to law, with preference being given to sale of such Property to Radiowell.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris,
Asst. City Attorney

EXHIBIT A

List of Surplus PD Radio Equipment

Radio & Accessories Inventory 1-22-2025

- 13 – Used Motorola Flashport - XTL 2500 Model # MZ1URM9W1AN
- 4 – Used Motorola 7/800MP - APX 6500 Model # M25URS9PW1AN
- 33 – Used Motorola APX 6000 Model # H98UCF9PW6AN
- 1 – Used Motorola APX 6000 Model # H18UCF9PW6AN
- 27 - Used Motorola Impres Charging Stations – Model # NNTN7079A
- 27 - Used Motorola Impres 2 Ion Batteries – Model # PMNN4486-A
- 13 - New in Bag Motorola Radio Holders – Model # PMLN5709A
- 21 - Used Motorola Remote Speaker/Microphone – Model # PMMN4062A
- 8 - Used Motorola Radio Clips – Model # 4205823V01
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- 23 - Used Motorola Power Supply – Model # ML18-8140100-A
- 2 - Used Motorola Power Supply – Model # NU20-C140150-13
- 2 - Used Motorola Speakers – Model # HSN4031A
- 13 - Used Motorola XTL 2500 – Model # HLN9911K & HLN6911H
- 4 - Used Motorola APX 05 – Model # HLN7041A
- 1 - Used Impress Adaptive Charger – Multiport 6 Model # NNTN072B
- 2 - New in Box Vehicular Charger Model # NNTN7624
- 13 - New in Box Impres CHR IMP SUC EXT Base Unit Model # NNTN7079A
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- 4 - New in Box Motorola Power Source Model # EPNN9288A
- 17 - New in Bag Long Antenna Model # 7-800GPS
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- 12 - New in Box Motorola Impres 2 Ion Batteries Model # PMNN4486A

Mayor and Council Communication Deliberation Item 8I

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Discuss and consider approval of Resolution 2025-10, a resolution of the City of Forest Hill, Texas authorizing and ratifying submission a letter of support by the City Manager on behalf of the City of Forest Hill to the City of Fort Worth for the "Altamesa Expansion" transportation project.

BACKGROUND: City staff has received a request from the City of Fort Worth to support the "Altamesa Expansion Transportation Project." This approximately 8-mile road expansion will include the expansion of Lon Stevenson Road.

The Letter of Support, addressed to the Secretary of Transportation at the U.S. Department of Transportation (of which is included in the meeting packet), supports Fort Worth's request to seek funding to conduct corridor feasibility planning, preliminary engineering and an environmental assessment from Interstate 35 to US 287/Mansfield Highway. It recognizes the importance of cooperation with the cities in the area, as well as notes the benefits to residents of Forest Hill and of those surrounding communities. It is hoped that this expansion will increase economic development initiatives, ease traffic congestion, and increase connectivity between Fort Worth, Forest Hill, Everman, and Kennedale.

Due to the January 30, 2025 deadline for the City of Fort Worth for the submission for the funding, the City Manager submitted the letter to Fort Worth representatives on January 27, 2025.

The Resolution presented tonight will ratify that submission.

FISCAL IMPACT: N/A

LEGAL REVIEW: Reviewed by City Attorney as to form and legality

ATTACHMENTS:

1. Resolution 2025-10 Letter of Support for the Altamesa Expansion

MOTION:

Motion to approve or deny Resolution 2025-10, a resolution of the City of Forest Hill, Texas authorizing and ratifying submission a letter of support by the City Manager on behalf of the City of Forest Hill to the City of Fort Worth for the "Altamesa Expansion" transportation project.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, AUTHORIZING AND RATIFYING SUBMISSION A LETTER OF SUPPORT BY THE CITY MANAGER ON BEHALF OF THE CITY OF FOREST HILL TO THE CITY OF FORT WORTH FOR THE "ALTAMESA EXPANSION" TRANSPORTATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Forest Hill ("CITY") recognizes the importance of regional cooperation in transportation infrastructure projects that benefit the residents of the CITY and the surrounding area; and

WHEREAS, the "Altamesa Expansion" Transportation Project proposed by the City of Fort Worth aims to enhance connectivity, reduce traffic congestion, and promote economic development in the region; and

WHEREAS, the City Council of Forest Hill supports initiatives that contribute to the overall improvement of transportation networks and the well-being of its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, THAT:

SECTION 1. The City Council hereby authorizes and ratifies the submission by the City Manager on behalf of the City of Forest Hill to the City of Fort Worth of a letter of support for the "Altamesa Expansion" Transportation Project.

SECTION 2. The City Council recognizes the potential regional benefits of the "Altamesa Expansion" and endorses the efforts of the City of Fort Worth to advance this project.

SECTION 3. This resolution shall take effect immediately upon its passage

DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris,
Asst. City Attorney

EXHIBIT A

Letter of Support and Site plan



February 4, 2025

Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

RE: Altamesa Boulevard Corridor Planning

Dear Mr. Secretary:

The City of Forest Hill is pleased to submit this letter of support for the City of Fort Worth's application to the FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program. The City of Fort Worth is seeking funding to conduct corridor feasibility planning, preliminary engineering and environmental assessment for the approximately 8-mile Altamesa Boulevard corridor from I-35 to US 287 in Tarrant County.

This study will enable the City to comprehensively evaluate alternatives for the Altamesa Boulevard corridor, which is critical for improving arterial connectivity in southeast Tarrant County, including the City of Forest Hill. This underserved area urgently needs a reliable and efficient arterial connection, not only to address local transportation gaps but also to provide an alternate route to I-20. This project will also advance sustainable infrastructure and promote equity by enhancing mobility and accessibility for communities that have historically faced transportation challenges.

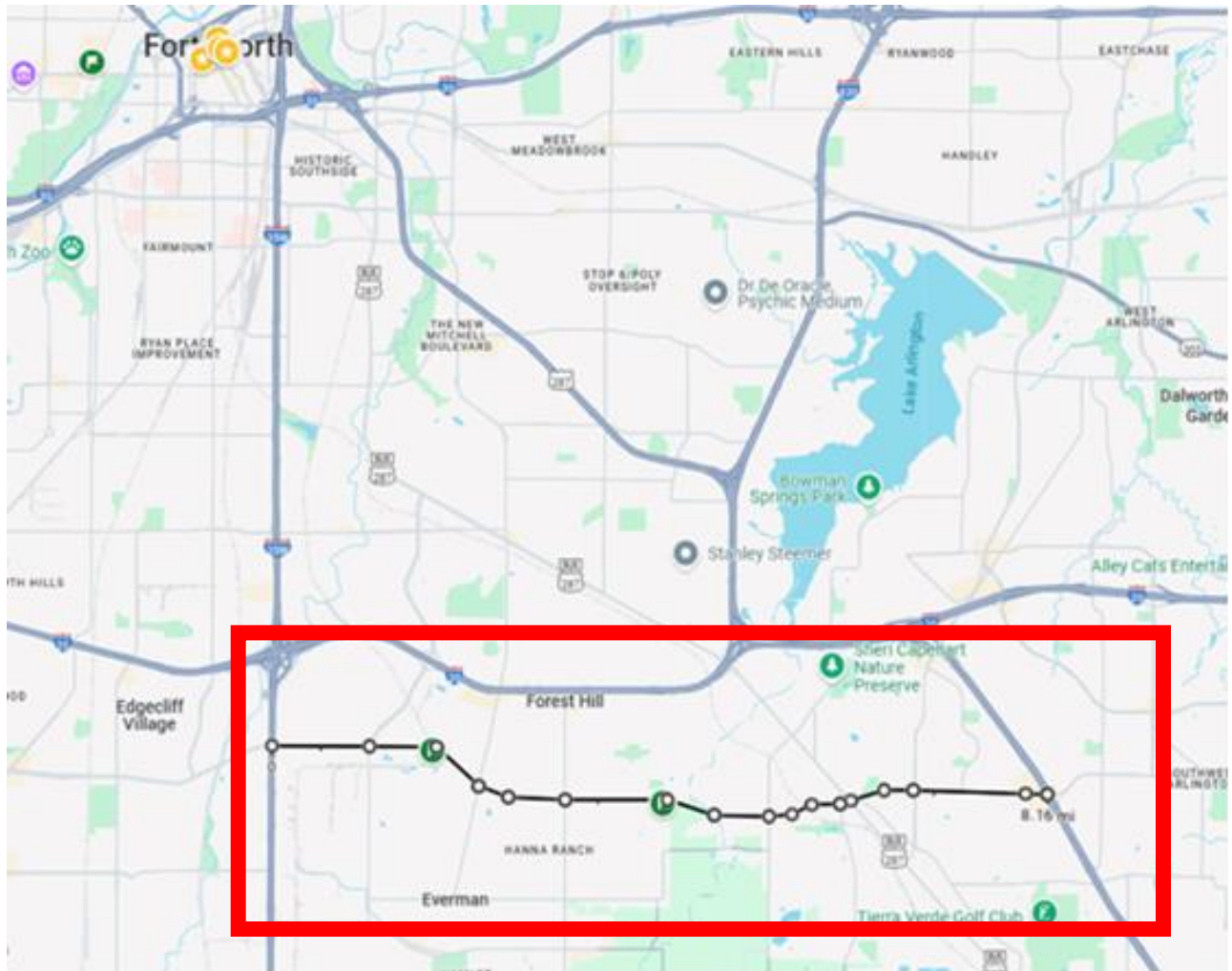
This corridor will greatly enhance the options available to the citizens and businesses of Forest Hill to connect, via our City street Lon Stevenson Road, to Fort Worth and surrounding communities. As the North Texas population continues to grow, so does the need for our cities to provide another corridor for safe travel.

Thank you for your consideration. I fully support this effort and hope it will receive the funding and resources needed to advance this effort.

Sincerely,

Venus M. Wehle, PCED
City Manager
City Planner

Altamesa Blvd. Corridor map





Mayor and Council Communication Deliberation Item 8m

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: Discuss and consider approval of Ordinance 2025-06, an ordinance of the City of Forest Hill, Texas amending the Code of Ordinances as amended, by repealing and replacing in its entirety Chapter 7 "Health and Sanitation", Article 02 "Emergency Medical Service".

BACKGROUND: In 1988, several cities, including Fort Worth entered into an interlocal agreement for emergency medical services creating the Metropolitan Area EMS Authority known as "Medstar" to provide the EMS services to the City.

With the City's adoption of the MOU in 2024 and the ILA presented at this City Council meeting for the City of Fort Worth and its Fire Department to provide emergency medical services, this ordinance will amend the City's Code of Ordinances to reflect the changes.

As outlined, this ordinance provides for definitions, the powers and duties of the Fort Worth EMS, violations and penalties.

FISCAL IMPACT: TBD

LEGAL REVIEW: Reviewed by City Attorney as to form and legality

ATTACHMENTS:

1. Ordinance 2025-06 Uniform EMS

MOTION:

Motion to approve or deny Ordinance 2025-06, an ordinance of the City of Forest Hill, Texas amending the Code of Ordinances as amended, by repealing and replacing in its entirety Chapter 7 "Health and Sanitation", Article 02 "Emergency Medical Service".

CITY OF FOREST HILL
ORDINANCE NO. 2025-06

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FOREST HILL, TEXAS , AS AMENDED, BY REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 7 “HEALTH AND SANITATION”, ARTICLE 02 “EMERGENCY MEDICAL SERVICE;” PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES AND REPEAL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Forest Hill (“City Council”) seeks to protect the public safety, preserve the quality of life, and promote efficiency within the City of Forest Hill (the “City”); and

WHEREAS, it is in the best interests of the public health and welfare of the people of the City to have available to them a regulated system for the provision of out of hospital emergency and non-emergency medical services, unscheduled medical transportation and ambulance service mobile integrated healthcare (“MIH”)(collectively the “EMS System”) and scheduled interfacility medical transportation services among and between hospitals and other medical facilities in non-emergency situations (“interfacility transports or IFT”) with the intent of providing quality clinical care with performance measures and standards and a goal of facilitating the best possible outcomes for each patient; and

WHEREAS, in 1988 through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments, including the City of Fort Worth (“Fort Worth”), the Area Metropolitan Ambulance Authority (the “Authority” a/k/a “MedStar”) was created as a governmental administrative agency to administer and operate an EMS System and exclusively provide interfacility transports in a service area comprised of the member jurisdictions, with Fort Worth constituting more than eighty-five percent of the land mass and call volume of the Authority; and

WHEREAS, the Authority has sustained rising operational and capital costs and flat net revenues, leading to a dynamic that requires future public funding to ensure the long-term sustainability of those services; and

WHEREAS, the Fort Worth City Council has elected to establish an EMS division through the Fort Worth Fire Department to operate an EMS System and provide services to the people within its jurisdiction and people in other jurisdictions, provided each such jurisdiction adopts a form of the Uniform EMS Ordinance particularized to include information specific to each jurisdiction, as the City does here with this Ordinance, and enters into an EMS Interlocal Agreement with Fort Worth (each a “Client City”); and

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”); and

WHEREAS, the member jurisdictions of the Authority have agreed to dissolve the Authority, and with those adopting the Uniform EMS Ordinance and executing an EMS Interlocal Agreement opting to become Client Cities; and

WHEREAS, due to the relatively low population and low population density of some areas at issue and the extremely high, start-up and fixed operating costs of a state-of-the-art EMS System, it is necessary to designate Fort Worth as the exclusively contracted EMS Provider of EMS System services within the City in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services; and

WHEREAS, although Fort Worth will not be assuming the Authority’s role as exclusive provider of interfacility transports, there remains a need to ensure such transports within the City are only conducted by properly qualified and authorized providers in order to ensure clinical standards are met and public safety is preserved; and

WHEREAS, the City Council finds this Ordinance to be reasonable and necessary; and

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

Section 1: The Code of Ordinances of the City of Forest Hill is hereby amended by repealing and replacing in its entirety Chapter 7, “Health and Sanitation,” Article 02 “Emergency Medical Service” the text of which shall read as follows:

“Division 1

Section 7.02.001 Statutory Authority

This Article is enacted by the City pursuant to Tex. Health and Safety Code § 773.051, which provides that local governments may establish standards for ambulances, and pursuant to Tex. Government Code Chapter 791, which authorizes combinations of local governmental units to contract for the provision of governmental services.

Section 7.02.002 General Purposes and Intent of Ordinance

It is the purpose of this Article:

- (a) to establish a regulated out-of-hospital emergency medical services, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system (collectively the “EMS System”) which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each Patient; and

- (b) to designate Fort Worth as the EMS Provider of the EMS System within the corporate limits of City as provided by the terms of the EMS Interlocal Agreement between Fort Worth and the City to maintain consistent, high-quality service while controlling costs through efficiencies and economies of scale.

Section 7.02.003 Definitions

For the purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
- (b) **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.
- (c) **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
- (d) **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
- (e) **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Ordinance, Ambulance Service does not include IFT services as defined herein.
- (f) **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under this Ordinance, Fort Worth's EMS Interlocal Agreements, and the Medical Director's agreement with Fort Worth.
- (g) **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
- (h) **Emergency Care Attendant (ECA).** A person certified as an "emergency care attendant" under § 773.046 of the Tex. Health and Safety Code.
- (i) **Emergency Medical Services (EMS).** Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
- (j) **Emergency Medical Technician (EMT).** A person certified as an "emergency medical technician" under § 773.047 or an "advanced emergency medical technician" under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
- (k) **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
- (l) **EMS Interlocal Agreements.** The service level interlocal agreements executed by Fort Worth and Client Cities to designate Fort Worth as the

exclusively contracted EMS Provider of the EMS System within the Service Area.

- (m) **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this ordinance, the EMS Provider is Fort Worth.
- (n) **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services City chooses to provide itself as a First Responder.
- (o) **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
- (p) **FW EMS.** The emergency medical services division of the City of Fort Worth Fire Department responsible for providing the EMS System services.
- (q) **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
- (r) **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under their engagement with Fort Worth, this Ordinance, and Fort Worth's EMS Interlocal Agreements with Client Cities and for directing the Office of the Medical Director.
- (s) **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
- (t) **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by City, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the client's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled clients.
- (u) **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director's functions.

- (v) **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
- (w) **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
- (x) **Service Area.** That geographical area which is contained within the corporate limits of the City and other local jurisdictions who have elected to become Client Cities by entering into an EMS Interlocal Agreement with Fort Worth and adopting this ordinance.
- (y) **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of the EMT-Paramedic when the Patient’s condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area; for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
- (z) **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
- (aa) **Uniform EMS Ordinance.** This ordinance as codified in Chapter 7 (“Health and Sanitation”, Article 02 “Emergency Medical Service.”
- (bb) **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

Section 7.02.004 through 7.02.015 Reserved

Division 2. Fort Worth EMS System and Interfacility Transportation

Section 7.02.016 Powers and Duties of FW EMS

- (a) Fort Worth, by and through FW EMS, is hereby designated as the exclusively contracted EMS Provider of the EMS System within the City's corporate limits as provided by the terms, conditions and provisions of the City's EMS Interlocal Agreement with Fort Worth and for so long as Fort Worth is a party to the City's EMS Interlocal Agreement.
- (b) Fort Worth shall comply with all terms of the EMS Interlocal Agreement and have all the powers and duties enumerated therein.

Section 7.02.017 Interfacility Transportation

- (a) This ordinance is not intended to designate Fort Worth as the sole provider of interfacility transportation services between hospitals and other medical facilities within the Service Area.
- (b) Notwithstanding the above, any person or entity who wishes to provide such IFT services within the Service Area must be registered with Fort Worth as an IFT provider and permitted by Fort Worth and the Medical Director to provide such services.
- (c) Any IFT provider who obtains a permit to provide IFT services from Fort Worth must comply with the provisions of this ordinance and the directives of the Medical Director.

Section 7.02.018 through 7.02.030 Reserved

Division 3 Violations; Penalties; Traffic Law Exemption

Section 7.02.031 Violations

- (a) So long as Fort Worth is a party to the City's EMS Interlocal Agreement, it shall be unlawful:
 - (1) To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit;
 - (2) To perform duties as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (3) To permit a person to work as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
 - (4) To use, or cause to be used, any Ambulance Service other than FW EMS, except as permitted in subsection (b) below;
 - (5) For any person or entity other than Fort Worth and FW EMS to provide EMS System services within the Service Area, not including those first response services which City provides itself as a First Responder and except as permitted by subsection (b) below;
 - (6) For any person to provide Medical Transportation originating in the Service Area without a permit issued by Fort Worth;
 - (7) For any agency to provide First Responder services without a First Responder Agreement with Fort Worth or a written automatic aid or mutual aid agreement with the City; or
 - (8) To use an ambulance for the transportation of persons other than in connection with the transportation of a Patient.

- (b) It shall be a defense to any alleged violation of this section that a vehicle is being used or service is provided solely in any of the following manners:
- (1) As a privately-owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless;
 - (2) Rendering service as an ambulance at the request of the EMS Communications Center upon the declaration of a disaster by Fort Worth, the City, another unit of local government, the State of Texas, or the United States; or a declaration of a major catastrophe or extreme system overload by the City Fire Chief, or the Fort Worth Fire Chief;
 - (3) Any ambulance owned or operated by the federal or state government;
 - (4) Ambulance mutual aid calls when rendered pursuant to an Ambulance Mutual Aid agreement approved by the City or Fort Worth;
 - (5) Wheelchair transport services for persons other than Patients, when the service is not provided by ambulance;
 - (6) Medical Transportation of a Patient where the transport originates outside the Service Area; or
 - (7) IFT between hospitals or medical facilities within the Service Area if the provider has first obtained a permit from Fort Worth.

Section 7.02.032 Penalties

- (a) Any person convicted of violating the provisions of section 7.02.031 shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §12.23).
- (b) This Section does not serve to limit any other remedies available to the City in law or equity.
- (c) Each violation of this Ordinance shall constitute a separate offense.

Section 7.02.033 Traffic Laws; Exemption.

When the driver of an emergency medical response vehicle has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the vehicle shall be treated as an “authorized emergency vehicle” within the meaning of Chapter 546 of the Tex. Transp. Code and shall be exempt from traffic laws as provided therein.

Section 7.02.034 through 7.02.039 Reserved”

Section 2: This ordinance shall be cumulative of all provisions of ordinances of the Code of Ordinances of the City of Forest Hill, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

Section 3: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4: All rights and remedies of the City of Forest Hill, Texas, are expressly saved as to any and all violations of the provisions of the Code of Ordinances of the City of Forest Hill, or any other ordinances of the City, 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 5: Any person convicted of violating the provisions of the Code of Ordinances of the City of Forest Hill section 7.02.031 as enacted by this Ordinance shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §.12.23). This Section does not serve to limit any other remedies available to the Jurisdiction in law or equity. Each violation of this Ordinance shall constitute a separate offense.

Section 6: The City Secretary of the City of Forest Hill, Texas is hereby directed to publish the caption, penalty clause and effective date of this ordinance for two (2) days in the official newspaper of the City of the City of Forest Hill, Texas, as authorized by Texas Local Government Code, Section 52.013.

Section 7: All other provisions of Chapter 7 of the Code of Ordinances of the City of Forest Hill, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

Section 8: This ordinance shall take effect upon adoption and publication as required by law, and it is so ordained.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS THIS THE 4TH DAY OF FEBRUARY 2025.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

Amy L. Anderson, TRMC, CMC
City Secretary

Courtney Goodman-Morris
Asst. City Attorney

Mayor and Council Communication Deliberation Item 8n

DATE: February 4, 2025

FROM: Venus Wehle, City Manager

ITEM: **Discuss and consider approval of Resolution 2025-11, a resolution of the City of Forest Hill, Texas authorizing the City Manager to execute an Emergency Medical Services (EMS) Interlocal Agreement with the City of Fort Worth for emergency medical services.**

BACKGROUND: In 1988, several cities, including Fort Worth entered into an interlocal agreement for emergency medical services creating the Metropolitan Area EMS Authority known as “Medstar” to provide the EMS services to the City.

In 2023, the City of Fort Worth began negotiations with the member cities to being the process of establishing an EMS division through the City of Fort Worth Fire Department to operate a new EMS System and provide services to a total of 14 cities, including the City of Forest Hill, as an exclusively contracted EMS provider. As part of this process, Medstar will be merged into the City of Forest Worth EMS system.

In November 2024, the City executed an MOU for the merger; the next step is for each member city to execute an Interlocal Agreement with the City of Fort Worth to provide EMS services. This Agreement will be effective beginning July 1, 2025 and will continue for a term of 10 years, unless terminated earlier. Thereafter, the Agreement will renew automatically for successive 10-year terms unless terminated per the Agreement.

The financial obligation for FY25 has been prorated to \$53,982.00 to cover costs for the 4th quarter beginning July 1, 2025. Costs are calculated utilizing projected “unit hours” consumed in 2023 which were 2,602. The projected annual funding obligation for FY26 will be \$267,771.81. “Unit hours” are defined as the actual amount of time spent on a 911 call, not including time spent posting or stationed, in a particular city. The total time for calls within Forest Hill’s jurisdiction will be aggregated on a fiscal year basis (October 1 through September 30) and for purposes of calculating the annual Unit Hour Calculation for the City, the annual hours consumed by the customer will be rounded up or down to the nearest one (1) hour increment.

Included in the ILA is information relative to:

1. The responsibilities of the City;
2. The responsibilities of the City of Fort Worth;
3. Term;
4. Termination;
5. Payment;
6. EMS System Governance;
7. Appointment of a Medical Director

8. The Right to Audit;
9. Standby EMS, Interfacility Transport and Mutual Aid Agreements

As we continue through this process, our citizens will continue to receive the same quality EMS services they have been provided in the past.

FISCAL IMPACT: TBD

LEGAL REVIEW: Reviewed by City Attorney as to form and legality

ATTACHMENTS:

1. Resolution 2025-11 Emergency Medical Services Interlocal Agreement
2. City of Fort Worth & City of Forest Hill Emergency Medical Services (EMS) Interlocal Agreement

MOTION:

Motion to approve or deny Resolution 2025-11, a resolution of the City of Forest Hill, Texas authorizing the City Manager to execute an Emergency Medical Services (EMS) Interlocal Agreement with the City of Fort Worth for emergency medical services.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-11

A RESOLUTION OF THE CITY OF FOREST HILL, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR EMERGENCY MEDICAL SERVICES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Worth (“Fort Worth”) and the City of Forest Hill (“City”) were parties to a Restated and Amended Interlocal Cooperative Agreement, effective July 23, 2020 for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”); and

WHEREAS, through that interlocal agreement, Fort Worth, the City, and other units of local government created the Metropolitan Area EMS Authority d/b/a Medstar (“MedStar”), an administrative governmental agency, to administer and provide these services on behalf of the Parties and other units of local government; and

WHEREAS, Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions; and

WHEREAS, City Council of the City of Forest Hill previously authorized the execution of a memorandum of understanding and agreement to jointly withdraw from the ILA and dissolve MedStar pursuant to the terms of which Fort Worth assumed control of all assets and property of MedStar to facilitate Fort Worth’s ability to operate an EMS System and offer services to the City and other interested units of local government in accordance with the terms of the MOUA and this Agreement; and

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”); and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and section 774.003 of the Texas Health and Safety Code, Fort Worth and the City may agree to regulate and provide governmental services for the public health and welfare, and such services include those provided by the EMS System; and

WHEREAS, the City Council deems it beneficial to continue the City’s cooperative efforts with Fort Worth so that Fort Worth may provide EMS System services to the City and the public within the City’s corporate limits through the FWFD and its EMS division (“FW EMS”); and

WHEREAS, the City Council of the City of Forest Hill finds it to serve the health, safety and welfare of and be in the best interest of the citizens of Forest Hill to approve an interlocal agreement for emergency medical services with the City of Fort Worth;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS THAT:

Section 1. The City Council hereby approves the Emergency Medical Services (EMS) Interlocal Agreement with the City of Fort Worth, Texas, in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A" and further authorizes the City Manager to execute the Agreement and any necessary and related documents on behalf of the City.

Section 2. All resolutions of the City of Forest Hill heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Forest Hill not in conflict with the provisions hereof shall remain in full force and effect.

Section 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 4. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED ON THIS THE 4th DAY OF FEBRUARY 2025, BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

APPROVED AS TO FORM:

**Amy L. Anderson, TRMC, CMC
City Secretary**

**Courtney Goodman-Morris,
Asst. City Attorney**

EXHIBIT A
Interlocal Agreement with City of Fort Worth for EMS

**CITY OF FORT WORTH – CITY OF FOREST HILL
EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT**

This EMS Interlocal Agreement (the “Agreement”) is entered into by and between the City of Fort Worth, Texas, hereafter referred to as “Fort Worth”, acting by and through its duly authorized assistant city manager, and the City of Forest Hill, a unit of local government, hereafter referred to as the “Client.” Fort Worth and the Client may collectively be referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, Fort Worth and the Client were parties to a Restated and Amended Interlocal Cooperative Agreement, effective July 23, 2020 (the “ILA”), for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”);

WHEREAS, through the ILA, Fort Worth, the Client, and other units of local government created the Metropolitan Area EMS Authority d/b/a Medstar (“MedStar”), an administrative governmental agency, to administer and provide these services on behalf of the Parties and other units of local government;

WHEREAS, the Parties agree that it is in the best interests of the public health and welfare of the people of the Parties’ jurisdictions to have available to them a regulated EMS System with an exclusively contracted EMS Provider;

WHEREAS, Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions;

WHEREAS, the Parties, together with all entities participating in MedStar, previously executed a memorandum of understanding and agreement (the “MOUA”) to jointly withdraw from the ILA and dissolve MedStar;

WHEREAS, pursuant to the terms of the MOUA, Fort Worth assumed control of all assets and property of MedStar to facilitate Fort Worth’s ability to operate an EMS System and offer services to the Client and other interested units of local government in accordance with the terms of the MOUA and this Agreement;

WHEREAS, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and section 774.003 of the Texas Health and Safety Code, the Parties may agree to regulate and provide governmental services for the public health and welfare, and such services include those provided by the EMS System;

WHEREAS, the Parties desire to continue their cooperative efforts so that Fort Worth may provide EMS System services to the Client and the public within their corporate limits through the FWFD and its EMS division (“FW EMS”); and

WHEREAS, the Parties will pay for services to be provided pursuant to this Agreement from current revenues available to the paying Party.

NOW, THEREFORE, the Parties agree to the following:

Section 1: DEFINITIONS

The following index of definitions includes terms that may not appear in this Agreement but are used in the MOUA, the Uniform EMS Ordinance, or in the ordinary course of describing the services of the EMS System. Therefore, the full index is included herein for ease of reference by the Parties.

1. **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
2. **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and Patient transportation that originates within the Service Area.
3. **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
4. **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
5. **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Agreement, Ambulance Service does not include IFT services as defined herein.
6. **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under the EMS Interlocal Agreements, the Uniform EMS Ordinance, and any Medical Director’s agreement with Fort Worth.
7. **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
8. **Emergency Care Attendant (ECA).** A person certified as an “emergency care attendant” under § 773.046 of the Tex. Health and Safety Code.
9. **Emergency Medical Services (EMS).** Services used to respond to an individual’s perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
10. **Emergency Medical Technician (EMT).** A person certified as an “emergency medical technician” under § 773.047 or an “advanced emergency medical

technician” under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.

11. **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
12. **EMS Interlocal Agreement.** The service level interlocal agreements executed by Fort Worth and Clients to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
13. **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this Agreement, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Client chooses to provide itself as a First Responder.
15. **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
16. **FW EMS.** The EMS division of the Fort Worth Fire Department responsible for providing the EMS System services.
17. **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
18. **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under the terms of their engagement with Fort Worth, the Uniform EMS Ordinance, and the EMS Interlocal Agreements and for directing the Office of the Medical Director.
19. **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
20. **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by Client, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the participating individual’s experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled individuals.
21. **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director’s functions.

22. **Paramedic.** A person qualified as a certified or licensed “paramedic” as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
23. **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
24. **Service Area.** That geographical area which is contained within the corporate limits of the Parties and other local jurisdictions who have entered into an EMS Interlocal Agreement with Fort Worth and adopted the Uniform EMS Ordinance.
25. **Specialty Care Transport.** The transportation of a critically injured or ill patient requiring a level of service beyond the scope of an EMT or Paramedic due to the patient’s condition requiring ongoing specialized care that must be furnished by one or more health professionals, such as emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
26. **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
27. **Uniform EMS Ordinance.** The ordinance adopted by the Parties and other units of local government to establish standards for the provision of the EMS System services and designate Fort Worth as the EMS Provider for the EMS System.
28. **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

Section 2: ELECTION TO BE CLIENT

2.1 As evidenced by the execution of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as Exhibit A and incorporated herein by reference), the Client has elected to designate Fort Worth as the EMS Provider and the exclusively contracted provider of the EMS System services for the Client’s jurisdiction, other than those first response services the Client chooses to provide itself as a First Responder, and to receive EMS System services from Fort Worth pursuant to the terms of this Agreement.

Section 3: RESPONSIBILITIES OF CLIENT

3.1 The Client agrees to:

3.1.1 Properly adopt and enforce the Uniform EMS Ordinance and this Agreement;

3.1.2 Establish, operate, and fund a First Responder Program, as provided by Texas Administrative Code 157.14, to represent the interests and needs of Fort Worth and the Client, which may range from an Emergency Care Attendant Program up to an Advanced Life Support

Program adopted by Fort Worth and the Medical Director and as approved in collaboration between Client, Fort Worth, and the Medical Director;

3.1.3 Participate, via the EMS Advisory Board (“EAB”), in the development of and abide by the medical protocols, credentialing requirements, and medical policies for the EMS System and First Responders, as established by the Medical Director;

3.1.4 Provide a mechanism for transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s designated EMS Communications Center and transfer 911 callers in accordance with system performance standards adopted by Fort Worth;

3.1.5 Designate a representative of Client to serve as a member of the EAB, who shall then be appointed by the Fort Worth City Council in accordance with the conditions of this Agreement and the MOUA. The designated EAB representative of the Client shall not be removed from the EAB without Client’s consent. The Client retains the exclusive right to remove and name a replacement for its designated EAB representative at any time, and Fort Worth shall appoint the representative as so designated by the Client;

3.1.6 Provide funding for the provision of the EMS System as required by this Agreement and the MOUA.

3.1.7 Provide additional information, as may reasonably be needed by City, to assure the success of Fort Worth’s EMS System such as, but not limited to: updated jurisdictional boundaries or response plans that are unique to the Client.

Section 4: RESPONSIBILITIES OF FORT WORTH

4.1 Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services for Client’s jurisdiction including coordinating with Client to create a mechanism for dispatch services and transferring 911 calls requesting medical assistance from the Client’s 911 center to Fort Worth’s EMS Communication Center. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees during an emergency medical response pursuant to this Agreement and the MOUA.

4.2 Fort Worth will serve as the EMS Provider for the Client and provide the EMS System services within the Service Area. It is recognized and understood that Fort Worth does not assume responsibility for the provision of the EMS System services in Client’s extraterritorial jurisdiction or other areas outside of the Service Area.

4.3 Fort Worth’s EMS System services will be provided in accordance with the procedures and protocols of Fort Worth, the Fort Worth Fire Chief, and the Medical Director for the EMS System and under the direction of the Fort Worth Fire Chief.

4.4 Fort Worth agrees to:

4.4.1 Set System Performance standards for the Service Area in compliance with the

clinical and medical protocols and standards established by the Medical Director and adopted by Fort Worth and the Client.

4.4.2 Provide the Client with EMS System services including: out-of-hospital emergency medical services, non-emergency medical services, life, or limb, threatening emergency, low acuity emergency, and Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) Unscheduled Medical Transportation and Ambulance Service, and MIH with such service to comply with all applicable laws, rules, and regulations, and with the clinical standards, credentialing requirements and medical policies that may be promulgated from time to time by the Medical Director, including the following commitments:

4.4.2.1: To Provide, on a 24-hour daily basis, a mobile intensive care unit (“MICU”)-capable EMS response and medical transportation service with a minimum staffing as required by relevant state law, which may be amended from time to time, for a BLS Ambulance and an ALS ambulance;

4.4.2.2: Fort Worth’s EMS System resources shall respond to incidents in the Service Area through FW EMS dispatch, using the same algorithms in place for responses within Fort Worth. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 8:00 total travel time 90% of the time for high acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 11:00 total travel time 90% of the time for low acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. Fort Worth will calculate the total travel time, and the relevant factors to be considered, in accordance with the information in the attached Exhibit B;

4.4.2.3: FW EMS will transport patients to the closest or most appropriate receiving health care facility as determined by FW EMS. If the patient is incapacitated, otherwise unable to make a choice known, or unable to go to the chosen facility due to diversion status, FW EMS will transport the patient to the facility best able to meet the patient’s needs;

4.4.2.4: FW EMS will keep the EMS System resources stocked at all times in accordance with normal FW EMS operating procedures and local, state, and federal requirements, as applicable;

4.4.2.5: FW EMS will maintain third-party or self-insured vehicle liability insurance on its ambulances and its drivers;

4.4.2.6: FW EMS will provide all maintenance for the ambulances and assume all operational costs of the ambulances, including fuel;

4.4.2.7: FW EMS shall equip the ambulances at all times with current technological advancements in emergency equipment, whether portable or fixed in place on or about the vehicle, as are adopted throughout the FW EMS ambulance fleet.

4.4.3 Obtain the services of a Medical Director that are sufficient to fulfill the Medical Director's powers and duties as identified in the engagement between Fort Worth and the Medical Director, the terms of which will be provided to the Client upon request.

4.4.4 Offer the Client the opportunity to participate in Fort Worth's EMS related continuing education training without charge to the Client to obtain or maintain certifications as agreed upon.

4.4.5 Provide, at least quarterly, written reports of the operational performance of the EMS System to the Fort Worth City Council, EAB, the Medical Control Advisory Board ("MCAB") and by email to the City Manager, or their designee, of the Client, and as reasonably determined to be necessary by Fort Worth.

4.4.6 Prepare and provide to the Client, at least quarterly, a comprehensive review and summary of the financial budget, and clinical and operational performance of the EMS System.

4.4.7 Manage accounts, subscriptions, payments, and billing practices related to the EMS System. The City may, in its sole discretion and at the EMS System's expense, elect to engage one or more contractors to provide these services.

4.4.8 Create and maintain the EAB and MCAB to ensure coordination and communication between first responder agencies in the Service Area and independent medical oversight related to patient care protocols for Fort Worth's EMS System.

4.4.9 Engage participating organizations on best practices in service delivery, as determined to be necessary or prudent by Fort Worth.

Section 5: TERM AND TERMINATION

5.1 This Agreement will be effective beginning July 1, 2025 and will continue for a term of 10 years, unless earlier terminated in accordance with the terms of this Agreement. Thereafter, the Agreement will renew automatically for successive 10-year terms unless earlier terminated in accordance with the terms of this Agreement.

5.2 In accordance with the terms of the MOUA, Client has received prior notice of the value of Client's pro rata share of the value of MedStar assets transferred to Fort Worth. The value of those assets as of July 1, 2025, and Client's pro rata share of that value, has been determined by Fort Worth and the amount is \$280,691.00. The method of calculation for determining Client's pro rata share is reflected in the terms and exhibits of the MOUA. The value of Client's pro rata share of such assets will be subject to depreciation over a term of 5 years.

5.3 Termination by Client. The Client may terminate this Agreement and withdraw from the

EMS System by providing ninety (90) days' written notice to Fort Worth. If the Client terminates the Agreement within 5 years of execution of this Agreement, Fort Worth will determine the value of the Client's pro-rata share of MedStar's assets transferred to Fort Worth pursuant to the MOUA as of the effective date of the Client's notice of termination, less depreciation, and distribute the remaining amount, if any, to the Client within ninety (90) days, however this obligation may be extended by an additional ninety (90) days if determined necessary by Fort Worth in its sole discretion. After five years have lapsed since the execution of this Agreement, the Client forfeits all rights or claims to any assets of MedStar transferred to Fort Worth pursuant to the MOUA and this Agreement.

5.4 Termination by Fort Worth. Fort Worth may terminate this Agreement for Repeated Uncured Events of Default by the Client, as defined herein.

5.4.1 Event of Default. An Event of Default includes a material breach of this Agreement. A material breach includes any failure by the Client to perform a significant obligation under this Agreement that substantially impairs its value or benefit to Fort Worth or unreasonably interferes with Fort Worth's ability to provide EMS System services. For example, a material breach includes, but is not limited to: Client's failure to make payments to Fort Worth, as required under Section 6, within 30 days of its due date; Client's failure to enforce any provisions of the Uniform EMS Ordinance; Client's failure to abide by the directives, credentialing, and policies of the Medical Director; Client's failure to fund and operate a First Responder Program; and Client's failure to transfer 911 calls to Fort Worth. Fort Worth shall provide the Client with written notice of any Event of Default and allow the Client 60 days to cure it. If the Client fails to cure the Event of Default within the 60-day period, it will be considered an Uncured Event of Default. Additionally, if the Client engages in conduct that actively interferes with Fort Worth's ability to provide EMS System services to the Client, as determined by Fort Worth at its discretion, and does not cure such conduct within 60 days of receiving notice thereof, such conduct shall also be considered an Uncured Event of Default.

5.4.2 If two or more Uncured Events of Default occur in a single fiscal year, or five or more occur over any single term of this Agreement, the Uncured Events of Default will be considered Repeated Uncured Events of Default. In such case, Fort Worth may terminate this Agreement immediately and without penalty.

5.5 Upon the effective date of termination of this Agreement, Fort Worth will cease being the EMS Provider to the Client and the Client will be responsible for all EMS System services within its jurisdiction from the effective date of termination.

Section 6: PAYMENT

6.1 The Parties agree that the long-term sustainability of the EMS System requires public funding. The Parties agree to fund the EMS System using the fully loaded unit hour cost (UHC) allocation strategy as its annual cost allocation method. This method will require Fort Worth to: (1) determine the total number of consumed unit hours in the EMS System; (2) determine the public funding needed by calculating the total expenditures less total revenues; (3) determine the residual consumed UHC by dividing the total public funding required for the EMS System (step

2) by the total consumed hours in the entire EMS System; (4) determine the consumed units hours by each jurisdiction; and (5) determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (step 4) by the residual consumed UHC (step 3).

For purposes of this Section, the actual unit hours consumed on a 911 call will be based on the number of minutes spent on the call, not including time spent posting or stationed, in a particular jurisdiction. The total time for calls within Client's jurisdiction will be aggregated on a fiscal year basis (October 1 through September 30) and for purposes of calculating the annual UHC for Client, the annual hours consumed by the Client will be rounded up or down to the nearest one (1) hour increment. As detailed below, payment for each fiscal year shall initially be based on a projected budget and projected utilization with a true-up process in the subsequent fiscal year to ensure final payment for each year ultimately reflects actual costs and utilization.

6.2 Beginning in Fiscal Year 2026, on or before March 15th of each year, Fort Worth will communicate to the Client: (1) the projected budget for total public funding for the EMS System for the coming fiscal year (based on City's projected costs and projected third-party-payment offset), expressed as a UHC; (2) Client's projected utilization rate for the coming year, which will be the same as the actual utilization rate (number of UHC hours consumed) for the most recently completed fiscal year; and (3) the total budgeted payment for the Client for the coming fiscal year (product of (1) multiplied by (2)). Unless otherwise agreed in writing by the Parties, payment of budgeted costs shall be divided into semi-annual payments with the first payment of fifty percent due on or before October 15th and the remaining payment due on or before June 1st, which payment will reflect any true-up adjustment determined in accordance with Sections 6.3 and 6.4.

For purposes of determining costs for Fiscal Year 2025, Client's projected unit hours consumed are 2,602, and Client's projected annual funding obligation is 267,771.81. For Fiscal Year 2025, Client's payment obligation has been prorated to \$53,982.00 and is due no later than July 1, 2025.

6.3 Beginning in Fiscal Year 2027, on or before December 15th of each year, Fort Worth will conduct a true up of actual costs and utilization for the preceding fiscal year. As part of this process, Fort Worth will communicate to the Client: (1) the actual total public funding for the EMS System for the preceding fiscal year (based on actual costs and actual third-party-payment offset, expressed as a UHC; (2) the Client's actual utilization rate (number of UHC hours consumed) for the preceding fiscal year; and (3) the total actual cost for the Client for the preceding fiscal year (product of (1) multiplied by (2)).

6.4 The notice provided to Client by Forst Worth on or before March 15th each fiscal year will account for the results of the true up process described by section 6.3 above. Any adjustments that may be required to Client's payment obligations as a result of that true up will be reconciled in the fiscal year immediately following the fiscal year in which the March 15th notice is provided. For the sake of clarify, if the true up reveals the budgeted payment exceeded the actual costs attributable to the Client, then the overpayment amount will be deducted from the first annual payment of the next fiscal year. If the budgeted payment obligation was less than the actual costs attributable to the Client, then the extra costs will be added to the first annual payment of the next fiscal year. Should the Parties seek to terminate this Agreement before the costs may be reconciled the next fiscal year, the Parties agree to reconcile that obligation, subject to approval and

appropriation by their respective governing bodies, before either Party may terminate this Agreement.

6.5 Fort Worth shall be responsible for billing patients and third parties for services and shall have the right to retain all funds received from such billing for services rendered as long as this Agreement is in place. The actual costs for operating the EMS System will be offset by revenues received to ensure the public subsidy accurately reflects unreimbursed costs only.

Section 7: EMS SYSTEM GOVERNANCE

7.1 Fort Worth will have direct oversight and budgetary authority over the EMS System. The Fort Worth City Council, by and through the Fort Worth City Manager or Assistant City Managers, will assume control and responsibility of all operations, oversight, revenues, and expenditures to ensure long-term fiscal sustainability that is publicly accountable.

7.2 The Fort Worth Fire Chief, acting under the direction of the City Manager or their designee, shall be responsible for providing direct management and day-to-day oversight of FW EMS and the EMS System and will have the powers and duties afforded and required of fire chiefs under state law.

7.3 The Parties agree that both an EMS advisory board and a medical control advisory board composed of relevant stakeholders and medical experts are necessary to ensure medical best practices and Client representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth. Such advisory boards are subject to the following conditions at all times:

7.3.1 The EMS Advisory Board (EAB):

7.3.1.1: The EAB shall be created by Fort Worth for the purpose of performing review of and providing advice to Fort Worth on matters related to the EMS System, budget, and service to the Client's jurisdiction.

7.3.1.2: The EAB's membership will consist of the following voting members: one representative designated by the Client and by each of the other units of government that is a party to an EMS Interlocal Agreement; and the Fort Worth Fire Chief, or their designee, who shall serve as the Board Chair. The Medical Director, or their designee, shall serve as a non-voting member.

7.3.1.3: The EAB shall review and advise on matters related to the performance of the EMS System and advise Fort Worth regarding issues related to the EMS System's goals and standards, including medical direction and clinical oversight and selection of the Medical Director.

7.3.1.4: The EAB will recommend performance standards for the EMS System, including response travel times, call processing time, and data collection and reporting standards.

7.3.1.5: The EAB may, as determined by a majority vote of its members, establish various subcommittees for purposes that the EAB deems necessary and that are consistent with its general role as provided by this Agreement, the resolution creating the EAB, and the EAB's governing documents.

7.3.1.6: To ensure long-term fiscal sustainability of the EMS System, the EAB will review the EMS System budget and conduct an annual budget workshop to advise Fort Worth concerning revenue and expenditures for the EMS System.

7.3.2 The Medical Control Advisory Board (MCAB):

7.3.2.1: The MCAB will serve as an advisory body to Fort Worth. The MCAB's tasks consist of:

- advising Fort Worth about the clinical performance of the EMS System;
- reviewing medical protocols and clinical policies and procedures for the EMS System and making recommendations to the Medical Director;
- representing the interests of the medical community and First Responders, Medical Transportation Providers and ambulance standby providers by making recommendations for improvements to the EMS System as needed;
- recommending and reviewing research conducted within the Service Area; and
- participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by Fort Worth, provided, however, that the then-current Medical Director will not participate in matters related to his current duties and performance.

7.3.2.2: The MCAB's membership shall be composed of the following voting members: (1) the Medical Director (or a designated associate medical director), who shall serve as the Board Chair; (2) the Emergency Department physician medical director, or designee, from each full-service Emergency Department located in the Service Area; and (3) at least four physician members to represent relevant specialties or sub-specialties of benefit in developing standards for emergency out-of-hospital care, with broad representation from different hospital systems, with such members to be recommended by a majority of the then-existing members of MCAB and to be appointed by Fort Worth. The Fort Worth Fire Chief, or their designee, shall serve as a non-voting member. A majority of the voting members of the MCAB must be physicians who are board certified in Emergency Medicine or Pediatric Emergency Medicine, or a related medical field.

7.3.2.3: The MCAB may, by an affirmative vote of two-thirds of its voting members, elect to add other non-voting members as it deems appropriate.

Section 8: MEDICAL DIRECTOR

8.1 The Medical Director for the EMS System will be retained by Fort Worth. The Medical Director must be a licensed physician in the state of Texas who is board-certified in EMS and

emergency medicine and meets all state requirements.

8.2 When necessary, Fort Worth shall conduct a hiring and selection process for an EMS System Medical Director and/or Associate Medical Director(s) that will be inclusive, and the EAB and MCAB shall advise Fort Worth and make recommendations concerning selection of a Medical Director for the EMS System.

8.3 The Medical Director is the Chief Medical Officer of the EMS System, will report to the City Manager of Fort Worth or their designee, and will have the powers and duties afforded and required of EMS medical directors under state law. The Medical Director will provide all independent medical direction and clinical oversight for the EMS System. The Medical Director's powers and duties concerning the EMS System will be established by agreement between Fort Worth and the Medical Director, which shall include those afforded and required under state law with the resources necessary to fulfill such requirements.

8.4 Fort Worth, by resolution or ordinance, will establish a new department or division for the Office of the Medical Director ("OMD"). The OMD will serve as the clinical office of Fort Worth through which the Medical Director will carry out their rights and duties.

Section 9: FORCE MAJEURE

9.1 It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; epidemics or pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed. To invoke this section, a Party must provide written notice of the alleged Force Majeure Event to the impacted Parties within a reasonable time after the occurrence of a Force Majeure Event, explaining the Force Majeure Event and the extent to which the Party's performance of obligations are hindered.

Section 10: RIGHT TO AUDIT

10.1 The Parties will have the right to audit each other's financial and business records that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, each Party shall make all relevant records available following reasonable advance notice by the other and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this Section 10 shall survive expiration or earlier termination of this Agreement.

Section 11: STANDBY EMS, INTERFACILITY TRANSPORT (IFT), AND MUTUAL AID AGREEMENTS

11.1 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for the Client. Nothing herein prohibits the Client from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of IFT services for any hospital or medical facility. Nothing herein prohibits any hospital or medical facility from privately contracting for interfacility transport services as deemed necessary by that facility. Provided, however, each IFT provider must meet the requirements provided by the Uniform EMS Ordinance.

11.3 This Agreement is not intended to prevent the Client from participating in mutual aid agreements as is typical and ordinary for the Client.

Section 12: GOVERNMENTAL POWERS

12.1 It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

Section 13: ELECTRONIC SIGNATURES

13.1 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

Section 14: COUNTERPARTS

14.1 This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

Section 15: LIABILITY

15.1 Each party agrees to be solely liable for the actions, omissions, and negligent acts of its own employees, agents, and representatives engaged in the provision of services through the EMS System under this Agreement. Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages.

15.2 The Client assumes no responsibility or liability for payments, wages, income, and employment tax payments, pensions, benefits, or other payments accrued by or owed to Fort Worth employees who provide services pursuant to this Agreement.

Section 16: INSURANCE

16.1 Each party shall maintain adequate insurance coverage to protect against claims arising from the provision of EMS provided by its own employees and contractors, including but not limited to general liability, professional liability, including malpractice insurance, and worker's compensation insurance.

16.2 Each party may, at its discretion, elect to self-insure against claims arising from the provision of EMS, provided that such self-insurance meets the applicable statutory requirements and guidelines set forth by state law, including but not limited to chapter 2259 of the Texas Government Code.

16.3 Regardless of whether a party chooses to self-insure or obtain commercial insurance coverage, each party shall provide proof of insurance or self-insurance to the other party upon request. Such proof shall include details of coverage limits, deductibles, and any relevant policy exclusions. Each party shall maintain continuous insurance coverage or self-insurance throughout the term of this Agreement and any extensions thereof. Any substantive changes to insurance coverage or self-insurance arrangements shall be promptly communicated to the other Party in writing.

16.4 In the event of any claim, lawsuit, or demand arising under this Agreement, each party shall be responsible for managing and defending its own claims, whether through its insurance provider or self-insurance program. However, parties may collaborate as necessary to resolve claims efficiently and fairly.

Section 17: GOVERNING LAW AND VENUE

17.1 This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

Section 18: NOTICES

18.1 Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO FORT WORTH:	TO CLIENT
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City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth TX 76102 With Copy to the City Attorney at same address	City of Forest Hill Attn: City Manager 3219 E. California Parkway Forest Hill, TX 76119
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Any notices given pursuant to this section shall be confirmed by email sent to the following addresses:

IF TO FORT WORTH:	IF TO CLIENT
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Section 19: CONFIDENTIALITY

19.1 Fort Worth shall comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon request, Fort Worth will provide the Client with utilization reviews, but all patient information shall be de-identified. Fort Worth, and the FWFD, in providing the EMS System services, and directly related activity such as billing, will be considered a “covered entity” under the HIPAA Privacy Rule and the Texas Medical Privacy Act. 45 C.F.R. §160.103; Tex. Health & Safety Code § 181.001(b)(2). The Parties agree to execute business associate agreements, and any other additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

Section 20: ACCESS TO RECORDS

20.1 The parties agree that until the expiration of six years after the last date of furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”) and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve-month period, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General and their representatives to the related organization’s books and records.

Section 21: NO WAIVER

21.1 No course of conduct or verbal waiver or consent shall be deemed a waiver by a Party of

its rights under this Agreement. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement

Section 22: ASSIGNMENT AND DELEGATION

22.1 The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No party may assign or transfer any of its rights or obligations under this Agreement without prior written consent of the other Party.

Section 23: ENTIRE AGREEMENT

23.1 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiples.

City of Fort Worth:

By: _____

Name: _____

Title: Assistant City Manager

Date: _____

CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended:

By: _____

Name: _____

Title: _____

Approved as to Form and Legality:

By: _____

Name: _____

Title: Assistant City Attorney

Contract Authorization:

M&C: _____

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____

Name: _____

Title: _____

City Secretary:

By: _____

Name: Jannette S. Goodall

Title: City Secretary

City of Forest Hill:	Attest
By: _____ Name: Venus Wehle Title: City Manager	By: _____ Name: Amy Anderson Title: City Secretary
Date: _____	Date: _____



Mayor and Council Communication Deliberation Item 8o

DATE: February 4, 2025

FROM: Mayor Boardingham

ITEM: Discuss and consider action on excusing the absence of Councilman Jesus Rivas from the January 14, 2025 Council meeting.

BACKGROUND:

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: N/A

MOTION:

Motion to approve or deny excusing the absence of Councilman Jesus Rivas from the January 14, 2025 Council meeting.