



AGENDA

HALTOM CITY COUNCIL REGULAR MEETING

Council Chambers - City Hall, 4801 Haltom Road

Haltom City, Texas 76117

Work Session – 6:00 P.M. Regular Session – 7:00 P.M.

Monday, March 9, 2026

CALL TO ORDER (General Comments) 6:00 P.M.

EXECUTIVE SESSION

SECTION 551.071 – Consultation with Attorney - The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, open meetings, open records, code of ethics and conflicts of interest, appointments process and rules of procedure for boards and commissions, drone regulations, New Trinity Cemetery maintenance, and pending or contemplated litigation or a settlement offer for the following cases:

- City of Haltom City v. Pecos HFC
- Ponderosa Mobile Home Park

SECTION 551.072 – Deliberation about Real Property - Deliberation regarding the purchase, exchange, lease or value of real property, and property owned or leased by the City.

SECTION 551.087 – Deliberation Regarding Economic Development Negotiations – Deliberation regarding financial or other incentives to a business prospect. Project BC.

ANNOUNCEMENTS/EVENTS – Displayed on a Scrolling Banner during executive session.

RECONVENE TO OPEN SESSION/WORKSESSION - 6:45 p.m.

1. QUIET ZONES - Haltom Road & UPRR and Glenview Drive & UPRR (G. Van Nieuwenhuize)
Public Works staff will provide an update on the status of Quiet Zones at the Union Pacific Railroad's at-grade crossings at Glenview Drive and at Haltom Road.
2. FOOD TRUCK - ORDINANCE NO. O-2021-008-15 & O-2023-022-15 (R. Briggs)

REGULAR SESSION - CALL TO ORDER - 7:00 P.M.

INVOCATION & PLEDGE OF ALLEGIANCE - Mayor Pro Tem, DON COOPER

VISITOR / CITIZENS FORUM

This time is for persons to address the Council on agenda items, except items scheduled for public hearings, which have separate comment periods. Speakers may also discuss matters not on the agenda. Please submit a Speaker's Request Form to the City Secretary and follow the instructions listed. The Council cannot discuss, debate, or take formal action on non-agenda topics presented, as doing so would violate open meetings law requirements.

REPORTS

3. SINGLE AUDIT REPORT

Auditor's review of Haltom City Single Audit Report (S. Wilson)

4. FINANCIAL REPORT - 1st Quarter

Review of the 1st Quarter Financial Report as of December 31, 2025 (H. Qaddoura)

5. INVESTMENT REPORT - 1st Quarter

Review of the 4th Quarter Investment Report as of December 31, 2025 (E. Loftis)

CONSENT AGENDA

6. MINUTES

Consideration and/or action regarding approval of the Minutes of the February 23, 2026 Regular Meetings. (I. Rodriguez)

7. BUDGET CALENDAR

Annual Budget Calendar for the adoption of Fiscal 2026-2027 Haltom City Budget

REGULAR AGENDA

8. ORDINANCE NO. O-2026-001-15 Z-010-25 Rezoning 5925 East Belknap Street (1ST Reading)

CONDUCT A PUBLIC HEARING and/or action on the first reading of an ordinance for the application of the City of Haltom City for a zone change from "C-5" Commercial District to "C-3" Commercial District on the Allen Addition – Haltom City, Lot 1, Block 1, being approximately 2.0359 acres of land, locally known as 5925 East Belknap Street. (G. Batchelor)

9. ORDINANCE NO. O-2026-002-15 Z-011-25 Rezoning 5959 East Belknap Street (1ST Reading)

CONDUCT A PUBLIC HEARING and/or action on the first reading of an ordinance for the application of the City of Haltom City for a zone change from "C-5" Commercial District to "C-3" Commercial District on the Brooks Addition, Lot 1, Block 1, being approximately 0.6899 acres of land, locally known as 5959 East Belknap Street. (G. Batchelor)

10. AWARD OF CONSTRUCTION BID B2026-312-001 Haltom Road Quiet Zone Grade Crossing for the Union Pacific Railroad

Consideration and/or action to award Construction Bid No. B2026-312-001 for the Haltom Road Quiet Zone Grade Crossings for the Union Pacific Railroad to Cole Construction, Inc. in the amount of \$356,089.00. (A. Permenter)

11. FACILITIES AGREEMENT Watauga Addition (Block 33: Lot 1R)

Consideration and/or action to approve a Facilities Agreement for the development of Lot 1R of Block 33 in the Watauga Addition. (G. Van Nieuwenhuize)

12. AMENDMENT TO A FACILITIES AGREEMENT Baker Fossil Creek Addition (Block 1: Lots 1 & 2)

Consideration and/or action to approve an amendment to the Facilities Agreement for the Baker Fossil Creek Addition Block 1, Lots 1 & 2 with Jefferson Baker, LLC. (G. Van Nieuwenhuize)

13. AMENDMENT TO AN ENGINEERING SERVICES AGREEMENT Midway Road Reconstruction Project
Consideration and/or approval of an amendment to the Engineering Services Agreement with Kimley-Horn and Associates in the amount of \$60,000.00 for the Midway Road Reconstruction Project. (G. Van Nieuwenhuize)

CITY STAFF REPORTS

14. FRANCHISE UTILITIES - Policy/Resolution/Ordinance in regards to excessive line slack and discarded infrastructure. (G. Van Nieuwenhuize)
Public Works staff will update Council in regards to how some cities are handling excessive line slack and discarded franchise utility infrastructure.
15. BAT HOUSES (C. Pruitt)

FUTURE AGENDA ITEMS

Consideration and/or possible action to approve items to be placed on future agendas.

16. ACTION(S) TAKEN.

BOARDS / COMMISSIONS / COMMITTEES

- RESIGNATIONS – Consider approval of resignations.
- APPOINTMENTS/REAPPOINTMENTS – Consider approval regarding appointments/reappointments.

17. ACTION(S) TAKEN

EXCUSED ABSENCE OF COUNCIL MEMBERS

Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a), attendance requirement of the Haltom City Charter.

18. ACTION TAKEN.

EXECUTIVE SESSION - Reconvene to Regular Session

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

19. ACTION(S) TAKEN.

ADJOURNMENT

CERTIFICATION

I, IMELDA RODRIGUEZ, CITY SECRETARY OF THE CITY OF HALTOM CITY, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS POSTED ON THE OFFICIAL BULLETIN BOARDS IN CITY HALL ON THIS THE 3rd DAY OF MARCH 2026, AT 6:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

IMELDA B. RODRIGUEZ, CITY SECRETARY

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE CITY HALL BULLETIN BOARD ON _____ DAY OF _____, 2026.

Name: _____ Title: _____

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

A handwritten signature in blue ink, appearing to read "Rodriguez". The signature is fluid and cursive, with a large initial "R" and a long, sweeping tail.

Date Posted: March 3, 2026

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Finance

Subject: SINGLE AUDIT REPORT

The Single Audit of the City's grants by the City's external audit firm for the fiscal year ending September 30, 2025, has been completed. Weaver and Tidwell, LLP, Certified Public Accountants, performed the audit.

A copy of the Single Audit, the finalized Annual Comprehensive Financial Report (ACFR), and management report will be made available to the City Council.

The Audit Committee met on March 09, 2026, in a public meeting to review the reports with the auditors.

FISCAL IMPACT

The fiscal impact of the Single Audit is reflected in the City's upcoming budget.

RECOMMENDATION

No action needed. The Audit Committee will share their conclusion at the Council meeting.

ATTACHMENTS

Single Audit and Final Annual Comprehensive Financial Report will be provided on March 09, 2026.

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Finance

Subject: FINANCIAL REPORT - 1st Quarter

BACKGROUND

Review of the 1st Quarter Financial Report as of December 31, 2025 (H. Qaddoura)

FISCAL IMPACT

None.

RECOMMENDATION

Attachments

[QFR FY 2026 1st Quarter.pdf](#)

FY 2026 1ST QTR Financial Report

March 9, 2026

Staff is pleased to provide the FY2026 1st Quarter financial reports. This report provides a comprehensive overview of the fiscal status of both our operating funds and capital projects funds.

Operating Funds:

As of December 2025, the total revenue for Haltom City of \$22.1 million represents 23.5% of the annual budget for the year, while expenditures of \$21.7 million represent 19.2% of budgeted appropriations. Overall, revenues are trending slightly ahead of expenditure, reflecting stable operating performance and typical seasonal timing.

Combined tax revenues (property and sales taxes) remained essentially flat in the first quarter, with a combined increase of less than 1% over the same period last year. Property tax collections are heavily concentrated between December and March; therefore, a more meaningful year-over-year comparison will be available at the close of the second quarter. And despite a decline in interest rates over the past year, the interest earnings remain strong. The General Fund's year-to-date collections represent 30.2% of the annual budget, indicating steady cash management performance and favorable investment positioning.

On the expenditure side, while certain departments exceeded the 25% quarterly benchmark due to one-time annual obligations (such as software renewals and insurance premiums), overall operating expenditure remains well controlled. Across all operating funds, expenditures average 19.2% of budget. The General Fund has expended 23.9% of its annual budget, only 0.5% higher than the same period in FY2025.

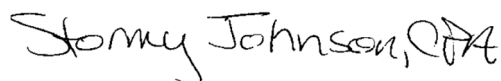
The Water and Sewer Fund has expended 15.9% of its budget, consistent with prior-year trends. Expenses typically lag during the first quarter and increase during the summer months as water consumption rises.

Capital Improvement Funds:

Due to the multi-year nature of Capital Improvement Program (CIP) projects, revenues and expenditures are projected across several years but adopted annually. As a result, FY2026 capital expenditure exceeds current-year revenues, with approximately 76% of budgeted expenses expected to be covered by revenues received during the fiscal year and the remainder supported by prior-year reserves or bond proceeds. Current funding sources include the dedicated 0.375% Streets Reconstruction Sales and Use Tax and monthly transfers from the Water and Sewer Operating Fund to support capital projects and related debt obligations.

The Finance Team prepared this monthly financial report and is available to answer any questions related to its content.

Sincerely,



Stormy Johnson, CPA, CGFO, CPM
Director of Finance

FY 2026 First Quarter Financial Report

Operating Funds - Summary (Unaudited)

Fund No.	Fund Title	2026 Revenue Budget	2026 YTD Revenues	2026 Expenditures Budget	2026 YTD Expenditures
01	General Fund	\$45,425,790	\$10,429,500	\$60,457,120	14,453,362
05	Debt Service Fund	8,860,592	\$1,799,884	8,445,148	-
12	Crime Control Fund	3,999,325	\$1,298,928	4,373,772	852,500
13	Oil and Gas Fund	270,000	\$43,533	-	-
14	Hotel Motel Tax Fund	159,000	\$67,140	127,165	7,590
15	Court Security Fund	34,200	\$9,096	17,100	4,275
16	Court Technology Fund	50,000	\$12,670	44,000	31,736
17	Juvenile Case Manager Fund	2,500	\$589	1,000	250
18	Red Light Camera Fund	-	\$0	-	-
19	Grant Fund	102,761	\$10,595	91,761	4,789
20	PEG Fund	51,000	\$12,990	5,000	-
21	Fire Donation Fund	5,200	(\$1,604)	11,408	125
22	Library Donation Fund	37,000	\$7,684	101,450	5,250
23	Police Forfeiture Fund	8,000	\$5,391	16,000	431
24	Park Donation Fund	29,000	\$10,031	37,000	238
25	Park Dedication Fund	4,000	\$3,408	175,000	20,575
26	Safe Pathways Fund	4,000	\$1,727	-	-
27	Animal Shelter Fund	5,500	\$873	5,000	250
28	Police Donation Fund	19,000	\$6,865	10,500	1,862
29	Police CART Fund	2,350	\$111	2,500	-
41	Water and Sewer Fund	30,722,648	\$7,762,318	34,437,360	5,472,264
45	Drainage Fund	2,174,500	\$562,789	2,915,695	648,096
61	Tirz 1 Fund	484,928	\$1,370	480,928	3,000
62	Tirz 2 Fund	347,964	\$7,033	12,000	105,500
70	IT Internal Service Fund	1,088,284	\$6,353	1,310,873	110,004
Total		\$93,887,542	\$22,059,274	\$113,077,780	21,722,097

Highlight:

Haltom City's financial results for the first quarter are in line with expectations. Total operating fund revenues were approximately \$22 million, exceeding expenditures by 1.5%. The General Fund collected 23.5% of its annual budget, slightly below the 25% quarterly benchmark, while the Water and Sewer Fund generated 25.5% of its budgeted annual revenues.

The General Fund and the Water and Sewer Fund serve as the City's primary operating funds. The General Fund is largely supported by tax revenues, whereas the Water and Sewer Fund is primarily funded through service fees. As of the end of the first quarter in December 2025, revenues exceeded expenditures by \$337 thousands.

FY 2026 First Quarter Financial Report

Operating Funds - Revenue Summary (Unaudited)

Fund No.	Fund Title	2025 YTD Actual	Budgeted Revenue % Earned	2026 Budget	2026 October Actual	2026 November Actual	2026 December Actual	2026 1st QTR Actual	Budgeted Revenue % Earned
01	General Fund	\$10,196,825	25.0%	\$45,425,790	\$2,717,236	\$3,407,578	\$4,304,686	\$10,429,500	23.0%
05	Debt Service Fund	1,761,890	25.2%	8,860,592	\$172,434	\$488,110	\$1,139,340	\$1,799,884	20.3%
12	Crime Control Fund	1,029,926	25.2%	3,999,325	\$240,120	\$812,250	\$246,558	\$1,298,928	32.5%
13	Oil and Gas Fund	14,285	10.6%	270,000	\$24,832	\$15,143	\$3,558	\$43,533	16.1%
14	Hotel Motel Tax Fund	50,246	59.8%	159,000	\$23,241	\$20,992	\$22,907	\$67,140	42.2%
15	Court Security Fund	9,229	28.0%	34,200	\$3,512	\$2,947	\$2,637	\$9,096	26.6%
16	Court Technology Fund	12,749	25.5%	50,000	\$4,649	\$4,162	\$3,859	\$12,670	25.3%
17	Juvenile Case Manager Fund	651	10.8%	2,500	\$217	\$191	\$181	\$589	23.6%
18	Red Light Camera Fund	307	0.0%	-	\$0	\$0	\$0	\$0	0.0%
19	Grant Fund	2,562	0.2%	102,761	\$567	\$9,283	\$746	\$10,595	10.3%
20	PEG Fund	13,026	25.5%	51,000	\$1,375	\$10,004	\$1,611	\$12,990	25.5%
21	Fire Donation Fund	1,483	35.3%	5,200	\$464	(\$186)	(\$1,883)	(\$1,604)	-30.8%
22	Library Donation Fund	7,953	21.5%	37,000	\$2,838	\$2,305	\$2,541	\$7,684	20.8%
23	Police Forfeiture Fund	2,454	30.7%	8,000	\$3,050	\$385	\$1,957	\$5,391	67.4%
24	Park Donation Fund	9,150	33.5%	29,000	\$8,490	\$397	\$1,144	\$10,031	34.6%
25	Park Dedication Fund	89,206	2230.2%	4,000	\$1,083	\$1,115	\$1,209	\$3,408	85.2%
26	Safe Pathways Fund	1,120	28.0%	4,000	\$544	\$559	\$624	\$1,727	43.2%
27	Animal Shelter Fund	596	8.2%	5,500	\$511	\$172	\$191	\$873	15.9%
28	Police Donation Fund	9,953	107.0%	19,000	\$2,599	\$2,994	\$1,273	\$6,865	36.1%
29	Police CART Fund	1,618	59.9%	2,350	\$35	\$36	\$40	\$111	4.7%
41	Water and Sewer Fund	7,664,123	27.2%	30,722,648	\$2,558,975	\$2,740,558	\$2,462,785	\$7,762,318	25.3%
45	Drainage Fund	621,179	30.0%	2,174,500	\$189,000	\$183,566	\$190,223	\$562,789	25.9%
61	Tirz 1 Fund	1,828	0.0%	484,928	\$475	\$487	\$408	\$1,370	0.3%
62	Tirz 2 Fund	5,597	0.0%	347,964	\$2,454	\$2,205	\$2,373	\$7,033	2.0%
70	IT Internal Service Fund	-	0.0%	1,088,284	\$0	\$3,003	\$3,350	\$6,353	0.6%
Total		\$21,507,956	25.3%	\$93,887,542	\$5,958,701	\$7,708,256	\$8,392,317	\$22,059,274	23.5%

Highlight:

In the first quarter of 2026, the General Fund collected approximately \$10.4 million in revenue against its \$45.4 million budget, achieving 23% of its annual target. The Water and Sewer Fund generated \$7.76 million of its \$30.70 million budget, representing 25.3%. Both are within 2% of collections YTD.

The Crime Control Fund, with an annual budget of about \$4 million, exceeded the year-to-date benchmark by collecting \$1.3 million—surpassing the prior's YTD budget to collections ratio by 7%. Meanwhile, the Debt Service Fund realized \$1.8 million in property tax revenue out of its \$8.86 million budget, accounting for 20.3% which was 4.9% than last year's YTD. However, second-quarter results for property tax result will provide a more meaningful and reliable indicator of overall annual performance, once the majority of tax receipts have been received.

Across all funds, the combined budget totals \$93.88 million. First-quarter revenues amounted to \$22 million, reflecting an overall collection rate of 23.5%.

FY 2026 First Quarter Financial Report

Operating Funds - Expenditure Summary (Unaudited)

Fund No.	Fund Title	2025 YTD Actual	% of Budget Spent	2026 Budget	2026 October Actual	2026 November Actual	2026 December Actual	2026 1st QTR Actual	% of Budget Spent
01	General Fund	\$10,526,474	23.4%	\$60,457,120	\$4,376,429	\$5,223,784	\$4,853,149	\$14,453,362	23.9%
05	Debt Service Fund	9,565	0.1%	8,445,148	-	-	-	\$0	0.0%
12	Crime Control Fund	622,027	17.1%	4,373,772	235,999	221,780	394,721	\$852,500	19.5%
13	Oil and Gas Fund	-	0.0%	-	-	-	-	\$0	#DIV/0!
14	Hotel Motel Tax Fund	3,097	2.4%	127,165	2,000	414	5,176	\$7,590	6.0%
15	Court Security Fund	4,000	25.0%	17,100	1,425	1,425	1,425	\$4,275	25.0%
16	Court Technology Fund	38,230	86.9%	44,000	31,736	-	-	\$31,736	72.1%
17	Juvenile Case Manager Fund	4,000	22.2%	1,000	83	83	83	\$250	25.0%
18	Red Light Camera Fund	-	0.0%	-	-	-	-	\$0	#DIV/0!
19	Grant Fund	1,231	0.1%	91,761	1,882	659	2,248	\$4,789	5.2%
20	PEG Fund	40,025	800.5%	5,000	-	-	-	\$0	0.0%
21	Fire Donation Fund	366	4.5%	11,408	125	-	-	\$125	1.1%
22	Library Donation Fund	6,355	4.8%	101,450	964	1,873	2,414	\$5,250	5.2%
23	Police Forfeiture Fund	1,911	11.9%	16,000	431	-	-	\$431	2.7%
24	Park Donation Fund	2,528	7.5%	37,000	238	-	-	\$238	0.6%
25	Park Dedication Fund	50,889	56.5%	175,000	-	10,265	10,310	\$20,575	11.8%
26	Safe Pathways Fund	0	0.0%	-	-	-	-	\$0	#DIV/0!
27	Animal Shelter Fund	205	4.1%	5,000	-	250	-	\$250	5.0%
28	Police Donation Fund	4,687	62.5%	10,500	865	230	767	\$1,862	17.7%
29	Police CART Fund	-	0.0%	2,500	-	-	-	\$0	0.0%
41	Water and Sewer Fund	5,039,586	16.0%	34,437,360	1,487,325	1,571,310	2,413,629	\$5,472,264	15.9%
45	Drainage Fund	468,474	21.6%	2,915,695	319,056	158,609	170,431	\$648,096	22.2%
61	Tirz 1 Fund	-	0.0%	480,928	1,000	1,000	1,000	\$3,000	0.6%
62	Tirz 2 Fund	-	0.0%	12,000	103,500	1,000	1,000	\$105,500	879.2%
70	IT Internal Service Fund	-	0.0%	1,310,873	33,351	10,906	65,746	\$110,004	8.4%
Total		\$16,823,652	18.2%	\$113,077,780	\$6,596,410	\$7,203,587	\$7,922,100	\$21,722,097	19.2%

Highlight:

Total expenditures across all funds for the first quarter amounted to \$21.7 million out of the \$113.1 million annual budget, representing 19.2% of the total budget—well below the 25% quarterly benchmark.

The General Fund, which has the largest budget, recorded \$14.3 million in expenditures, or 23.9% of its annual allocation. The Water and Sewer Fund, with a \$34.4 million budget, reported first-quarter spending of \$5.47 million, equating to 15.9% of its annual budget.

The Crime Control Fund expended \$85 thousand, or 19.5% of its allocated budget. The Debt Service Fund, budgeted at \$8.5 million, has not recorded any expenditures to date, as debt service payments are primarily scheduled for the second and fourth quarters. Meanwhile, the Court Technology Fund has utilized 72.1% of its budget, largely due to annual software maintenance costs paid earlier in the fiscal year.

FY 2026 First Quarter Financial Report

Operating Funds - General Fund Revenues (Unaudited)

Description	2025 YTD Actual	Budgeted Revenue % Earned	2026 Budget	2026 October Actual	2026 November Actual	2026 December Actual	2026 1st QTR Actual	2026 YTD Actual	Budgeted Revenue % Earned
Property Taxes	\$3,435,263	22.2%	\$17,137,256	\$321,494	\$939,618	\$2,212,743	\$3,473,855	\$3,473,855	20.3%
Sales & Other Taxes	3,979,708	28.3%	15,459,000	1,256,414	1,495,102	1,229,158	3,980,674	3,980,674	25.7%
Franchise Fees	713,483	16.9%	3,701,250	138,588	253,605	153,589	545,783	545,783	14.7%
Licenses/Permits/Fees	270,748	25.6%	1,245,020	86,137	75,873	57,882	219,893	219,893	17.7%
Charges for Service	440,243	25.6%	1,885,497	137,349	139,581	141,027	417,956	417,956	22.2%
Fees and Fines	258,652	28.1%	927,400	92,188	78,048	69,581	239,816	239,816	25.9%
Other Revenues									
Interest Income	499,130	41.6%	1,402,075	144,917	134,017	144,462	423,396	423,396	30.2%
Miscellaneous	124,353	76.1%	482,527	274,669	26,253	30,763	331,686	331,686	68.7%
Total General Fund Revenues	9,721,581	25.0%	42,240,025	2,451,756	3,142,098	4,039,206	9,633,059	9,633,059	22.8%
Transfers	475,244	24.9%	3,185,765	265,480	265,480	265,480	796,441	796,441	25.0%
Total General Fund Revenues and Transfers	10,196,825	25.0%	\$45,425,790	2,717,236	3,407,578	4,304,686	10,429,500	10,429,500	23.0%

Highlight:

In the first quarter of FY2026, the General Fund collected 23% of its annual budget, compared to 25% during the same period last year. Property tax revenue totaled \$3.47 million and sales and other taxes generated \$3.98 million—both nearly identical to first-quarter FY2025 collections.

However, due to higher revenue assumptions in the FY2026 adopted budget, these collections represent 4.4% less of the annual budget compared to last year's YTD ratio. Other revenues trailed the quarterly benchmark, including franchise fees at 14.7% and licenses, permits, and fees at 17.5%, while interest income remained strong at 30.2% of budget.

Overall, the General Fund collected \$10.3 million, or 22.7% of the annual budget. Because several major revenues are seasonally concentrated later in the fiscal year, second-quarter results will provide a more meaningful indicator of annual performance.

FY 2026 First Quarter Financial Report

Operating Funds - General Fund Expenditures (Unaudited)

Description	2025 YTD Actual	% of Budget Spent	2026 Budget	2026 October Actual	2026 November Actual	2026 December Actual	2026 1st QTR Actual	% of Budget Spent
General Government	\$3,028,646	23.3%	\$13,977,915	\$1,231,808	\$848,156	\$977,991	\$3,057,955	21.9%
Administration	197,126	22.7%	1,014,576	59,521	105,548	109,592	274,661	27.1%
City Secretary	100,950	30.6%	307,524	15,924	19,753	31,520	67,196	21.9%
City Council	17,478	39.2%	49,900	92	7,558	1,155	8,804	17.6%
Finance	332,641	30.3%	1,208,046	71,755	84,554	97,233	253,541	21.0%
Human Resources	119,987	14.0%	718,310	27,324	51,752	63,251	142,327	19.8%
Planning	319,108	24.1%	1,390,460	81,266	136,426	143,380	361,072	26.0%
Information Technology	223,153	19.0%	1,273,888	68,917	115,207	97,334	281,458	22.1%
Fleet Services	263,689	18.3%	1,425,925	70,600	115,480	98,181	284,261	19.9%
Building Maintenance	133,417	16.5%	862,585	35,668	64,636	72,319	172,624	20.0%
Animal Services	93,355	18.8%	489,196	28,224	46,716	50,577	125,517	25.7%
Economic Development	210,482	18.6%	1,498,877	16,612	17,012	22,134	55,759	3.7%
Nondepartment	1,017,261	29.5%	3,738,628	755,905	83,513	191,317	1,030,735	27.6%
Public Safety	6,137,534	24.4%	27,406,528	1,739,810	2,791,231	2,343,862	6,874,903	25.1%
Police	3,064,280	22.9%	13,707,365	1,172,990	1,297,477	1,445,304	3,915,772	28.6%
Fire	2,935,073	26.3%	13,062,739	531,767	1,429,567	830,266	2,791,600	21.4%
Municipal Court	138,181	23.1%	636,424	35,053	64,187	68,291	167,531	26.3%
Streets	294,652	13.8%	2,085,434	52,855	148,854	91,269	292,978	14.0%
Culture and Recreation	910,392	22.6%	4,203,744	286,665	370,251	374,736	1,031,651	24.5%
Parks and Recreation	569,391	21.0%	2,802,447	163,288	236,930	247,650	647,867	23.1%
Library	341,000	26.0%	1,401,297	123,377	133,321	127,086	383,784	27.4%
Total General Fund Expenditure	10,371,224	23.4%	47,673,621	3,311,138	4,158,492	3,787,857	11,257,487	23.6%
Transfers Out	155,250	25.0%	12,783,500	1,065,292	1,065,292	1,065,292	3,195,875	25.0%
Total General Fund Expenditures & Transfers	\$10,526,474	23.4%	\$60,457,121	\$4,376,429	\$5,223,784	\$4,853,149	\$14,453,362	23.9%

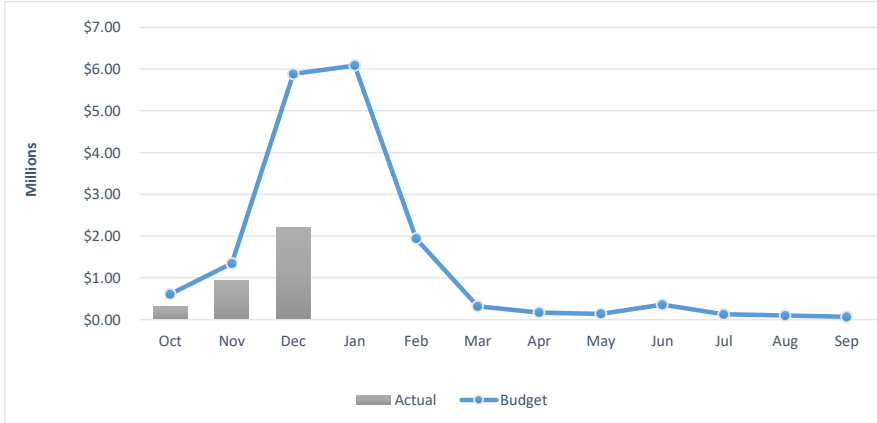
Highlight:

General Fund expenditures for the quarter totaled 23.9% of the annual budget. All categories remained within an acceptable range, reflecting overall stability and alignment with budgetary targets. While a few departments slightly exceeded the 25% benchmark, the City concluded the first quarter with a slight increase compared to the same period last year, indicating a careful and disciplined approach to spending and resource management.

FY 2026 First Quarter Financial Report

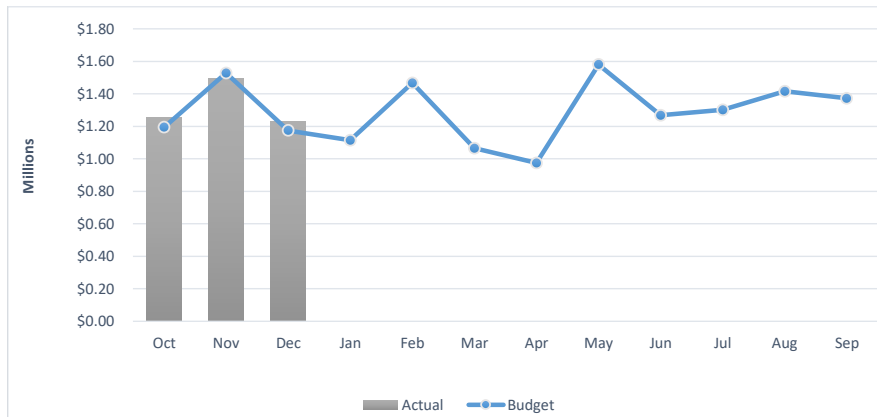
General Fund Revenues (Unaudited)

Property Tax Revenues



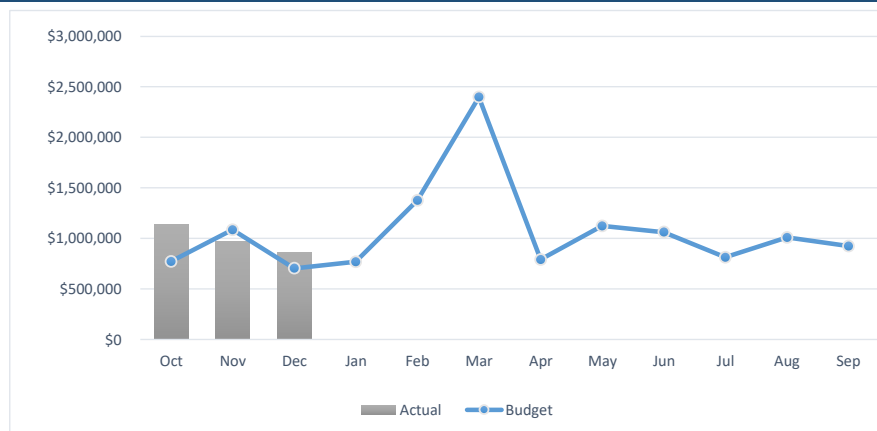
	Budget	Actual	YTD Variance
Oct	607,268	\$321,494	(\$285,774)
Nov	1,346,119	\$939,618	(692,275)
Dec	5,884,297	\$2,212,743	(4,363,829)
Jan	6,085,177	\$0	(10,449,006)
Feb	1,939,539	\$0	(12,388,545)
Mar	321,905	\$0	(12,710,451)
Apr	170,187	\$0	(12,880,638)
May	139,351	\$0	(13,019,989)
Jun	356,161	\$0	(13,376,150)
Jul	124,733	\$0	(13,500,883)
Aug	96,119	\$0	(13,597,002)
Sep	66,398	\$0	(13,663,401)
Total	\$17,137,256	\$3,473,855	

Sales & Use Tax Revenues



	Budget	Actual	YTD Variance
Oct	\$1,194,078	\$1,256,414	\$62,336
Nov	1,527,839	\$1,495,102	29,599
Dec	1,174,497	\$1,229,158	84,260
Jan	1,114,245	\$0	(1,029,984)
Feb	1,467,613	\$0	(2,497,597)
Mar	1,065,806	\$0	(3,563,403)
Apr	974,980	\$0	(4,538,384)
May	1,580,515	\$0	(6,118,899)
Jun	1,268,719	\$0	(7,387,617)
Jul	1,301,691	\$0	(8,689,308)
Aug	1,416,269	\$0	(10,105,577)
Sep	1,372,749	\$0	(11,478,326)
Total	\$15,459,000	\$3,980,674	

Other General Fund Revenues



	Budget	Actual	YTD Variance
Oct	\$773,001	\$1,139,329	\$366,328
Nov	1,084,907	\$972,858	254,278
Dec	703,474	\$862,785	413,589
Jan	768,828	\$0	(355,239)
Feb	1,376,671	\$0	(1,731,910)
Mar	2,397,959	\$0	(4,129,869)
Apr	791,327	\$0	(4,921,196)
May	1,124,387	\$0	(6,045,583)
Jun	1,062,286	\$0	(7,107,869)
Jul	812,668	\$0	(7,920,537)
Aug	1,010,505	\$0	(8,931,042)
Sep	923,521	\$0	(9,854,563)
Total	\$12,829,534	\$2,974,971	

Total General Fund Revenues

Budget	Actual	YTD Variance
\$45,425,790	\$10,429,500	-

FY 2026 First Quarter Financial Report

Capital Improvement Funds - Summary (Unaudited)

Fund No.	Fund Title	2026 Revenue Budget	2026 YTD Revenues	2026 Expenditures Budget	2026 YTD Expenditures
31	Street Reconstruction Fund	\$ 16,380,000	\$ 4,286,504	\$ 17,850,421	\$ 1,105,784
32	Capital Improvement Fund	575,000	136,092	1,275,000	117,644
35	Capital Replacement Fund	1,515,000	406,645	2,325,000	308,120
39	Street Assessment Fund	-	270	-	-
42	W&S Capital Projects Fund	11,289,000	2,107,585	16,621,615	1,061,460
44	W&S Impact Fees Fund	475,000	164,510	135,000	10,069
46	Drainage Capital Projects Fund	3,220,000	1,008,656	5,861,309	117,032
Total		\$ 33,454,000	\$8,110,263	\$44,068,345	\$2,720,108

Highlight:

The primary revenue sources for the CIP funds are sales tax in the Street Reconstruction Fund and transfers from the Water and Sewer Fund and the Drainage Fund. The sales tax receipt performed strongly at 26.17% , 1.17% above the benchmark of 25%. In the first quarter, the major expenditures were in the Street Reconstruction Fund, and Water and Sewer Capital Fund as part of the infrastructure replacement tied to the City's replacement program.

FY 2026 First QTR Financial Report

Capital Improvement Funds - Revenue Summary (Unaudited)

Fund No.	Fund Title	2025 YTD Actual	Budgeted Revenue % Earned	2026 Budget	2026 October Actual	2026 November Actual	2026 December Actual	2026 1st QTR Actual	Budgeted Revenue % Earned
31	Street Reconstruction Fund	\$ 1,313,235	34.6%	\$16,380,000	\$ 1,405,058	\$ 1,468,844	\$ 1,412,602	\$ 4,286,504	26.2%
32	Capital Improvement Fund	257,001	39.5%	575,000	\$ 42,962	\$ 44,088	\$ 49,042	\$ 136,092	23.7%
35	Capital Replacement Fund	326,088	25.7%	1,515,000	\$ 131,818	\$ 136,783	\$ 138,044	\$ 406,645	26.8%
39	Street Assessment Fund	312	62.4%	0	\$ 85	\$ 87	\$ 98	\$ 270	0.0%
42	W&S Capital Projects Fund	1,438,323	17.7%	11,289,000	\$ 695,581	\$ 699,003	\$ 713,002	\$ 2,107,585	18.7%
44	W&S Impact Fees Fund	85,656	15.2%	475,000	\$ 87,978	\$ 34,405	\$ 42,127	\$ 164,510	34.6%
46	Drainage Capital Projects Fund	844,489	26.4%	3,220,000	\$ 333,362	\$ 335,182	\$ 340,113	\$ 1,008,656	31.3%
Total		\$4,265,103	24.2%	\$33,454,000	\$2,696,844	\$2,718,391	\$2,695,028	\$8,110,263	24.2%

Highlight:

The Capital Improvement Funds performed similarly to the same period last year, with total revenues reaching 24.2%, just under 1% less than the 25% benchmark. Key revenue source for the Street Reconstruction Fund was \$4.3, 26.2% of the total budgeted for the year. The remaining funds are reliant on interfund transfers supporting the Water and Drainage Capital Funds and interest earned.

Capital Improvement Funds - Expenditure Summary (Unaudited)

Fund No.	Fund Title	2025 YTD Actual	% of Budget Spent	2026 Budget	2026 October Actual	2026 November Actual	2026 December Actual	2026 4th QTR Actual	% of Budget Spent
31	Street Reconstruction Fund	\$ 582,958	4.1%	\$17,850,421	\$ 158,797	\$ 538,976	\$ 408,011	\$ 1,105,784	6.2%
32	Capital Improvement Fund	3,344,868	34.2%	1,275,000	\$ 30,034	\$ 44,309	\$ 43,301	\$ 117,644	9.2%
35	Capital Replacement Fund	172,141	13.9%	2,325,000	\$ 78,636	\$ 114,283	\$ 115,201	\$ 308,120	13.3%
39	Street Assessment Fund	-	0.0%	-	\$ -	\$ -	\$ -	\$ -	0.0%
42	W&S Capital Projects Fund	1,499,847	6.8%	16,621,615	\$ 250,000	\$ 408,667	\$ 402,793	\$ 1,061,460	6.4%
44	W&S Impact Fees Fund	3,771	2.8%	135,000	\$ -	\$ -	\$ 10,069	\$ 10,069	7.5%
46	Drainage Capital Projects	59,959	0.8%	5,861,309	\$ 329	\$ 67,097	\$ 49,607	\$ 117,032	2.0%
Total		\$5,663,544	10.2%	\$44,068,345	\$517,796	\$1,173,331	\$1,028,981	\$2,720,108	6.2%

Highlight:

In the first quarter, the most significant expenditures occurred within the Street Reconstruction Fund and Water and Sewer capital projects. Overall, however, total expenditures are at 6.2% of the annual budget—well below the 25% quarterly benchmark. This variance is primarily attributable to the timing of capital projects and multi-year contracts, where costs are incurred and recognized at different stages of completion.

----- End of Report -----

CITY COUNCIL MEMORANDUM

City Council Meeting:	Monday, March 9, 2026, 6:00 PM
Department:	Finance
Subject:	INVESTMENT REPORT - 1st Quarter

BACKGROUND

Review of the 4th Quarter Investment Report as of December 31, 2025 (E. Loftis)

FISCAL IMPACT

None.

RECOMMENDATION

Attachments

[QIR E202512.pdf](#)

CITY OF HALTOM CITY



QUARTERLY INVESTMENT REPORT **September 30, 2025 - December 31, 2025**

CITY OF HALTOM CITY QUARTERLY INVESTMENT REPORT

September 30, 2025 - December 31, 2025

Portfolio Summary

This quarterly report is in full compliance with the investment policy and strategy as established for the City of Haltom City, Texas and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of September 30, 2025

Ending Book Value	\$170,823,184.00
Ending Market Value	\$171,042,480.48
Unrealized Gain/(Loss)	\$219,296.48

Portfolio as of December 31, 2025

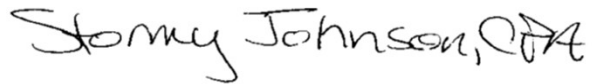
Ending Book Value	\$174,227,726.20
Ending Market Value	174,462,096.21
Unrealized Gain/(Loss)	0.13% 234,370.01
Change in Unrealized Gain/(Loss)	15,073.53

Interest accrued for the period	\$145,119.00
WAM at Ending Period Date ¹	88
Yield-To-Maturity at Cost	4.22%
Treasury 6-Month	3.83%

Interest accrued for the period	\$222,965.00
WAM at Ending Period Date ¹	94
Yield-To-Maturity at Cost	3.80%
Treasury 6-Month	3.59%

Change in Market Value ²	\$3,419,615.73
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Prepared by:



Stormy Johnson, CPA, Director of Finance

3/9/2026

Date



Elise Loftis, MBA, AFD/Controller

3/9/2026

Date

¹ WAM - Weighted Average Maturity

² "Change in Market Value" is required data, but will primarily reflect the receipt and expenditure of the City's funds from quarter to quarter.

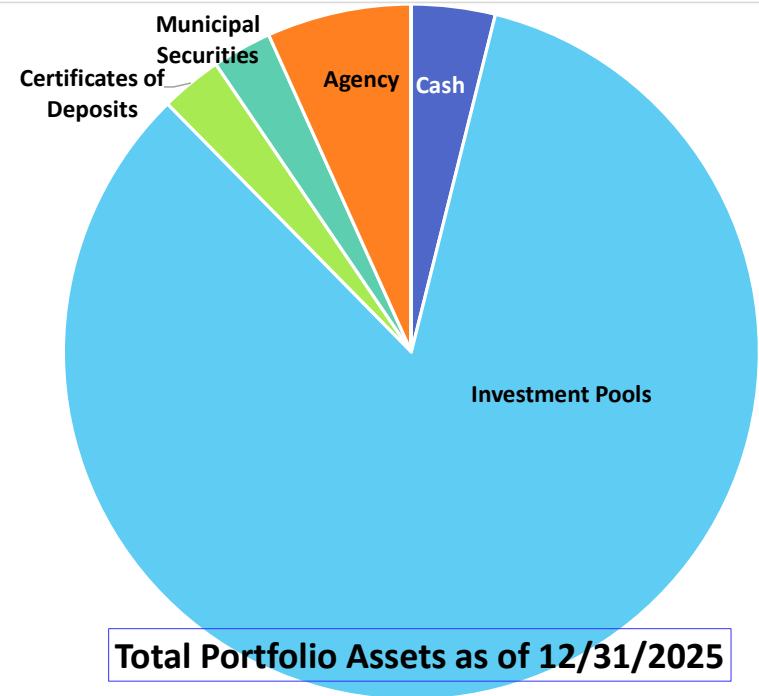
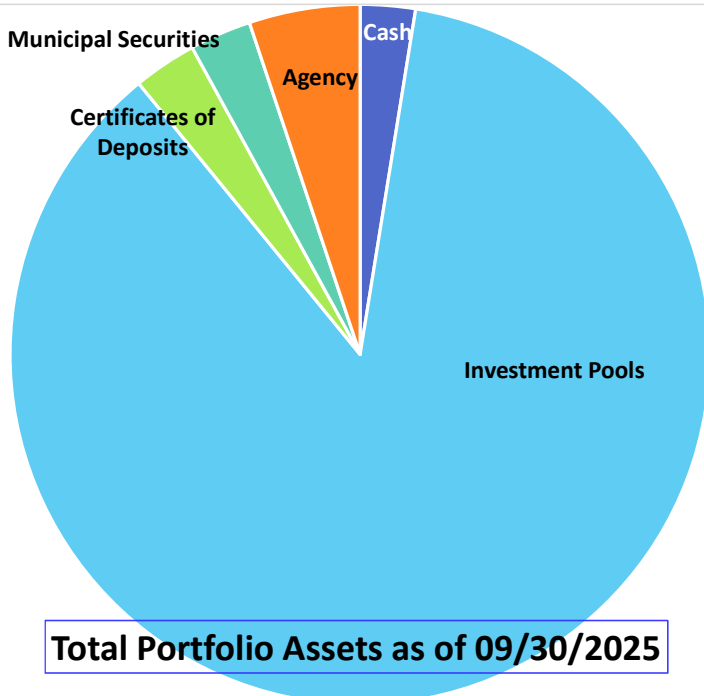
CITY OF HALTOM CITY

QUARTERLY INVESTMENT REPORT

September 30, 2025 - December 31, 2025

Security Sector Allocation - Book Value

Security Sector	Book Value 9/30/2025	% of Portfolio 9/30/2025	Book Value 12/31/2025	% of Portfolio 12/31/2025
Cash	\$4,357,095.66	3%	\$6,800,283.16	4%
Local Government Investment Pools	147,860,116.69	86%	146,326,417.66	83%
Certificates of Deposits	4,991,607.65	3%	4,991,607.65	3%
Municipal Securities	4,861,864.00	3%	4,861,864.00	3%
Federal Agency Coupon Securities	8,752,500.00	5%	11,747,553.73	7%
Total	\$170,823,184.00	100%	\$174,727,726.20	100%



CITY OF HALTOM CITY

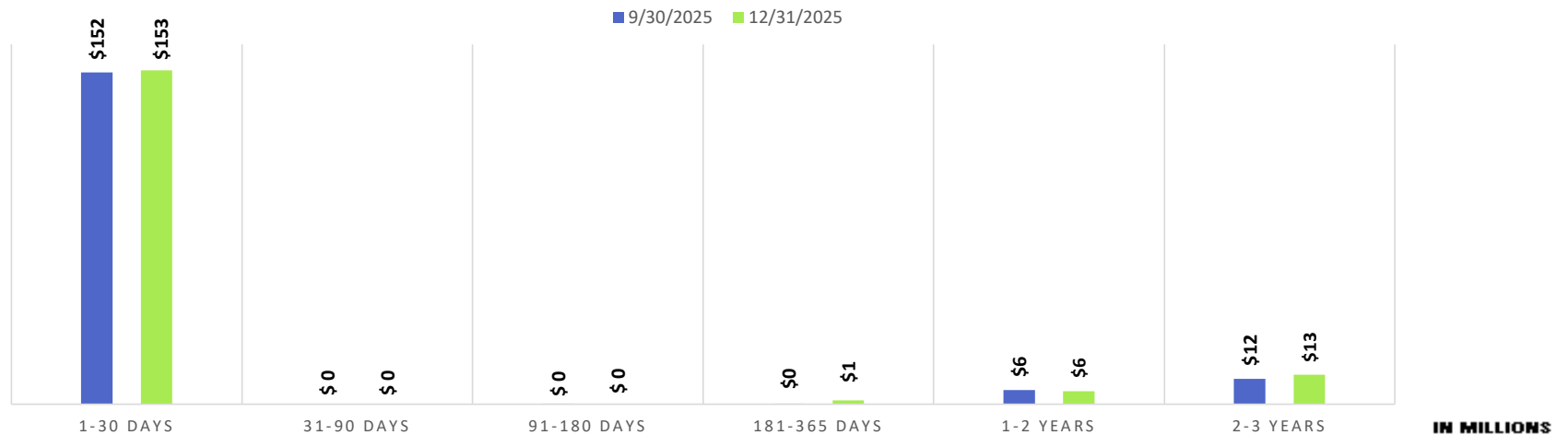
QUARTERLY INVESTMENT REPORT

September 30, 2025 - December 31, 2025

Distribution by Maturity Range - Book Value

Maturity Range	Book Value 9/30/2025	% of Portfolio 9/30/2025	Book Value 12/31/2025	% of Portfolio 12/31/2025
1-30 Days	\$152,217,212.35	89%	\$153,126,700.82	88%
31-90 Days	-	0%	-	0%
91-180 Days	250,000.00	0%	-	0%
181-365 days	250,000.00	0%	1,681,191.65	1%
1-2 Years	6,447,271.65	4%	5,941,120.00	3%
2-3+ Years	11,658,700.00	7%	13,478,713.73	8%
Total	\$170,823,184.00	100.0%	\$174,227,726.20	100.0%

Portfolio Holdings



CITY OF HALTOM CITY								
QUARTERLY INVESTMENT REPORT								
September 30, 2025 to December 31, 2025								
Detail of Security Holdings as of 12/31/2025								
ISSUERS	CUSIP	COUPON	YIELD	SETTLE DATE	MATURITY DATE	12/31/2025 PAR VALUE	12/31/2025 MARKET VALUE	12/31/2025 BOOK VALUE
FEDERAL AGENCY COUPON SECURITIES								
FFCB	3133ERKM2	4.410%	4.410%	7/9/2024	7/8/2027	1,000,000.00	1,014,115.70	1,002,500.00
FHLB	3130B5HW1	4.280%	4.280%	3/13/2025	3/13/2028	750,000.00	750,039.47	750,000.00
FHMLC	3134HBFN6	4.300%	4.300%	3/31/2025	3/24/2028	1,000,000.00	1,001,523.37	1,000,000.00
FAMCA	31424WG30	4.330%	4.330%	6/26/2025	6/26/2028	1,000,000.00	1,004,519.53	1,000,000.00
FFCB	3133ETRD1	3.980%	3.980%	7/28/2025	7/28/2028	1,000,000.00	1,003,861.13	1,000,000.00
FFCB	3133ETRD1	3.980%	3.980%	7/28/2025	7/28/2028	1,000,000.00	1,003,861.13	1,000,000.00
FHLB	3130B76U3	4.250%	4.250%	8/4/2025	8/4/2028	2,000,000.00	2,002,299.06	2,000,000.00
FHMLC	3134HCEN5	3.700%	3.700%	12/10/2025	12/8/2028	2,000,000.00	1,995,629.78	1,999,000.00
FARMER MAC	31424W4H2	3.550%	3.550%	12/11/2025	12/11/2028	2,000,000.00	1,997,175.20	1,996,053.73
TOTAL FEDERAL AGENCY COUPON SECURITIES						11,750,000.00	11,773,024.37	11,747,553.73
MUNICIPAL SECURITIES								
CITY OF JACKSONVILLE FL	469487RR5	5.300%	5.300%	10/19/2023	10/1/2026	1,060,000.00	1,039,891.80	939,584.00
DALLAS ISD	235308H97	4.494%	4.494%	3/1/2024	2/15/2027	1,000,000.00	1,014,520.00	1,013,580.00
SEATTLE PORT	735371SL1	4.600%	4.600%	7/9/2024	6/1/2027	1,000,000.00	1,014,290.00	1,000,000.00
RIVERSIDE CA CMNTY CLG DIST	76886PJQ7	4.380%	4.380%	11/25/2024	11/15/2027	1,000,000.00	966,890.00	925,040.00
MOUNT PLEASANT TX INDPT	622707RH2	3.650%	3.650%	5/8/2025	2/15/2028	1,000,000.00	994,760.00	983,660.00
TOTAL MUNICIPAL SECURITIES						5,060,000.00	5,030,351.80	4,861,864.00
CERTIFICATES OF DEPOSIT								
BAXTER CREDIT UNION	07181JAU8	5.000%	5.000%	11/20/2023	11/23/2026	245,000.00	248,074.63	241,607.65
ALLIANT CREDIT UNION	01882MAJ1	5.600%	5.600%	11/20/2023	11/20/2026	250,000.00	254,382.00	250,000.00
VALLEY NATL BK WAYNE	919853KS9	4.600%	4.600%	3/5/2024	3/5/2027	250,000.00	252,666.93	250,000.00
FIRST FOUNDATION BANK	32026U5Y8	4.900%	4.900%	6/13/2024	6/14/2027	250,000.00	254,447.43	250,000.00
OPTUMB	68405VCJ6	4.600%	4.600%	7/17/2024	7/19/2027	250,000.00	253,468.38	250,000.00
PEBO	71050LBZ5	4.700%	4.700%	7/23/2024	7/23/2026	250,000.00	251,365.65	250,000.00
ADVANTAGE CREDIT UNION	00790UAD9	4.600%	4.600%	7/31/2024	8/2/2027	250,000.00	253,691.08	250,000.00
EMPOWER FED CREDIT UNION	291916AS3	4.700%	4.700%	7/31/2024	8/2/2027	250,000.00	254,036.75	250,000.00
OREGON COMMUNITY CRED	68584JAY5	4.600%	4.600%	7/26/2024	7/26/2027	250,000.00	253,598.95	250,000.00
CANANDAIGUA NATL BK & TR	137141BA4	4.500%	4.500%	3/21/2025	3/21/2028	250,000.00	250,067.68	250,000.00
1ST FINANCIAL BANK USA	32022RZF7	3.900%	3.900%	3/25/2025	3/24/2028	250,000.00	250,920.15	250,000.00
GOLDMAN SACHS BANK SA	38150VS34	4.000%	4.000%	3/18/2025	3/20/2028	250,000.00	251,503.85	250,000.00
US DOMESTIC	48669KAG1	4.450%	4.450%	7/3/2025	7/3/2028	250,000.00	250,108.15	250,000.00
US DOMESTIC	75942DAY0	4.250%	4.250%	7/10/2025	7/12/2027	250,000.00	250,649.43	250,000.00
US DOMESTIC	064236CR1	4.250%	4.250%	7/11/2025	7/12/2027	250,000.00	250,117.88	250,000.00
CONNEXUS CREDIT UNION	20825WDX5	4.100%	4.100%	7/23/2025	7/24/2028	250,000.00	252,139.73	250,000.00
BNY MELLON NA	05584CZ41	3.850%	3.850%	7/30/2025	7/31/2028	250,000.00	250,566.75	250,000.00
MILESTONE BANK	59934MDQ8	3.800%	3.800%	7/31/2025	7/31/2028	250,000.00	250,213.80	250,000.00
TOTAL CERTIFICATES OF DEPOSIT						4,495,000.00	4,532,019.22	4,491,607.65
INVESTMENT POOLS								
TEXPOOL	99-10302	3.8153%	3.8153%		Daily	22,915,146.51	22,915,146.51	22,915,146.51
TEXAS CLASS - ALL ACCOUNTS	99-10305	3.9690%	3.9690%		Daily	100,260,394.81	100,260,394.81	100,260,394.81
TEXAS RANGE	99-10303	3.8200%	3.8200%		Daily	23,150,876.34	23,150,876.34	23,150,876.34
TOTAL INVESTMENT POOLS						146,326,417.66	146,326,417.66	146,326,417.66
CASH								
CASH						1,845.00	1,845.00	1,845.00
FROST		0.001%	0.001%			6,798,438.16	6,798,438.16	6,798,438.16
TOTAL CASH						6,800,283.16	6,800,283.16	6,800,283.16
TOTAL CASH AND INVESTMENTS						\$174,431,700.82	174,462,096.21	\$174,227,726.20

CITY OF HALTOM CITY QUARTERLY INVESTMENT REPORT December 31, 2025											
Change in Value											
DESCRIPTION	CUSIP	YIELD	SETTLEMENT DATE	MATURITY DATE	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	CHANGE IN BOOK VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	CHANGE IN MARKET VALUE
AGENCIES											
FFCB	3133ERKM2	4.410%	7/9/2024	7/8/2027	1,000,000.00	1,002,500.00	1,002,500.00	-	1,013,853.46	1,014,115.70	262.24
FHLB	3130B4GG0	4.622%	2/12/2025	10/22/2027	-	1,000,000.00	-	(1,000,000.00)	999,550.89	-	(999,550.89)
FHLB	3130B5HW1	4.280%	3/13/2025	3/13/2028	750,000.00	750,000.00	750,000.00	-	749,719.88	750,039.47	319.59
FHMLC	3134HBFN6	4.300%	3/31/2025	3/24/2028	1,000,000.00	1,000,000.00	1,000,000.00	-	1,003,083.33	1,001,523.37	(1,559.96)
FAMCA	31424WVG30	4.330%	6/26/2025	6/26/2028	1,000,000.00	1,000,000.00	1,000,000.00	-	1,006,063.26	1,004,519.53	(1,543.73)
FFCB	3133ETRD1	3.980%	7/28/2025	7/28/2028	1,000,000.00	1,000,000.00	1,000,000.00	-	1,001,786.48	1,003,861.13	2,074.65
FFCB	3133ETRD1	3.980%	7/28/2025	7/28/2028	1,000,000.00	1,000,000.00	1,000,000.00	-	1,001,786.48	1,003,861.13	2,074.65
FHLB	3130B76U3	4.250%	8/4/2025	8/4/2028	2,000,000.00	2,000,000.00	2,000,000.00	-	2,001,090.32	2,002,299.06	1,208.74
FHLB	3134HCEN5	3.700%	12/10/2025	12/8/2028	2,000,000.00	-	1,999,000.00	1,999,000.00	-	1,995,629.78	1,995,629.78
FHLB	31424W4H2	3.550%	12/11/2025	12/11/2028	2,000,000.00	-	1,996,053.73	1,996,053.73	-	1,997,175.20	1,997,175.20
MUNICIPAL SECURITIES											
CITY OF JACKSONVILLE FL	469487RR5	5.300%	10/19/2023	10/1/2026	1,060,000.00	939,584.00	939,584.00	-	1,031,507.20	1,039,891.80	8,384.60
DALLAS ISD	235308H97	4.494%	3/1/2024	2/15/2027	1,000,000.00	1,013,580.00	1,013,580.00	-	1,015,360.00	1,014,520.00	(840.00)
SEATTLE PORT	735371SL1	4.600%	7/9/2024	6/1/2027	1,000,000.00	1,000,000.00	1,000,000.00	-	1,013,260.00	1,014,290.00	1,030.00
RIVERSIDE CA CMNTY CLG DIST	76886PJQ7	4.380%	11/25/2024	11/15/2027	1,000,000.00	925,040.00	925,040.00	-	958,530.00	966,890.00	8,360.00
MOUNT PLEASANT TX INDPT	622707RH2	3.650%	5/8/2025	2/15/2028	1,000,000.00	983,660.00	983,660.00	-	989,600.00	994,760.00	5,160.00
CERTIFICATES OF DEPOSIT											
ROGUE CREDIT UNION	77535MAP8	5.00%	1/20/2023	1/20/2026	-	250,000.00	-	(250,000.00)	250,132.73	-	(250,132.73)
BAXTER CREDIT UNION	07181JAU8	5.00%	11/20/2023	11/23/2026	245,000.00	241,607.65	241,607.65	-	248,436.03	248,074.63	(361.40)
ALLIANT CREDIT UNION	01882MAJ1	5.60%	11/20/2023	11/20/2026	250,000.00	250,000.00	250,000.00	-	255,114.88	254,382.00	(732.88)
VALLEY NATL BK WAYNE	919853KS9	4.60%	3/5/2024	3/5/2027	250,000.00	250,000.00	250,000.00	-	252,815.40	252,666.93	(148.47)
FIRST FOUNDATION BANK	32026U5Y8	4.90%	6/13/2024	6/14/2027	250,000.00	250,000.00	250,000.00	-	254,918.73	254,447.43	(471.30)
OPTUMB	68405VCJ6	4.60%	7/17/2024	7/19/2027	250,000.00	250,000.00	250,000.00	-	253,896.08	253,468.38	(427.70)
PEBO	71050LBZ5	4.70%	7/23/2024	7/23/2026	250,000.00	250,000.00	250,000.00	-	251,622.43	251,365.65	(256.78)
ADVANTAGE CREDIT UNION	00790UAD9	4.60%	7/31/2024	8/2/2027	250,000.00	250,000.00	250,000.00	-	254,155.03	253,691.08	(463.95)
EMPOWER FED CREDIT UNION	291916AS3	4.70%	7/31/2024	8/2/2027	250,000.00	250,000.00	250,000.00	-	254,591.90	254,036.75	(555.15)
OREGON COMMUNITY CRED	68584JAY5	4.60%	7/26/2024	7/26/2027	250,000.00	250,000.00	250,000.00	-	254,076.30	253,598.95	(477.35)
CANANDAIGUA NATL BK & TR	137141BA4	4.50%	3/21/2025	3/21/2028	250,000.00	250,000.00	250,000.00	-	250,087.95	250,067.68	(20.27)
1ST FINANCIAL BANK USA	32022RZF7	3.90%	3/25/2025	3/24/2028	250,000.00	250,000.00	250,000.00	-	251,457.60	250,920.15	(537.45)
GOLDMAN SACHS BANK SA	38150VS34	4.00%	3/18/2025	3/20/2028	250,000.00	250,000.00	250,000.00	-	252,073.83	251,503.85	(569.98)
US DOMESTIC	44041GAG8	4.45%	6/30/2025	6/27/2028	-	250,000.00	-	(250,000.00)	250,353.55	-	(250,353.55)
US DOMESTIC	48669KAG1	4.45%	7/3/2025	7/3/2028	250,000.00	250,000.00	250,000.00	-	250,379.10	250,108.15	(270.95)
US DOMESTIC	75942DAY0	4.25%	7/10/2025	7/12/2027	250,000.00	250,000.00	250,000.00	-	250,585.80	250,649.43	63.63
US DOMESTIC	064236CR1	4.25%	7/11/2025	7/12/2027	250,000.00	250,000.00	250,000.00	-	250,213.15	250,117.88	(95.27)
CONNEXUS CREDIT UNION	20825WDX5	4.10%	7/23/2025	7/24/2028	250,000.00	250,000.00	250,000.00	-	253,007.43	252,139.73	(867.70)
BNY MELLON NA	05584CZ41	3.85%	7/30/2025	7/31/2028	250,000.00	250,000.00	250,000.00	-	251,270.18	250,566.75	(703.43)
MILESTONE BANK	59934MDQ8	3.80%	7/31/2025	7/31/2028	250,000.00	250,000.00	250,000.00	-	250,888.73	250,213.80	(674.93)
INVESTMENT POOLS											
TEXPOOL		4.352%	NA	NA	22,915,146.51	22,680,957.12	22,915,146.51	234,189.39	22,680,957.12	22,915,146.51	234,189.39
TEXAS CLASS		4.402%	NA	NA	100,260,394.81	102,296,587.06	100,260,394.81	(2,036,192.25)	102,296,587.06	100,260,394.81	(2,036,192.25)
TEXAS TERM		4.290%	NA	NA	23,150,876.34	22,882,572.51	23,150,876.34	268,303.83	22,882,572.51	23,150,876.34	268,303.83
CASH											
PETTY CASH		0.000%	NA	NA	1,845.00	1,845.00	1,845.00	-	1,845.00	1,845.00	-
FROST BANK		0.001%	NA	NA	6,798,438.16	4,355,250.66	6,798,438.16	2,443,187.50	3,281,752.32	6,798,438.16	3,516,685.84
TOTAL CASH AND INVESTMENTS					174,431,700.82	170,823,184.00	174,227,726.20	3,404,542.20	169,968,982.14	174,462,096.21	4,493,114.07

CITY COUNCIL MEMORANDUM

City Council Meeting:	Monday, March 9, 2026, 6:00 PM
Department:	City Secretary
Subject:	MINUTES

BACKGROUND

A regular City Council Meeting was held on February 23, 2026.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommend to approve Minutes attached.

Attachments

[022326.pdf](#)

MINUTES
HALTOM CITY COUNCIL REGULAR MEETING
February 23, 2026

A Regular Meeting was held by the City Council of the City of Haltom City, Texas, on Monday, February 23, 2026, at 6:00 p.m. in the Council Chambers at City Hall, 4801 Haltom Road, Haltom City, Texas, 76117, with the following members present:

Mayor An Truong
Deputy Mayor Pro Tem Kyle Hantz
Council Place 3 Ollie Anderson
Council Place 5 Troy Dunn

Mayor Pro Tem Don Cooper
Council Place 1 Lin Thompson
Council Place 4 Scott Lindgren
Council Place 6 Dana Coffman

Absent: None

Staff Present: Rex Phelps, City Manager (CM); Sidonna Foust, Assistant City Manager (ACM); Alicia Kreh, City Attorney (CA); Imelda B. Rodriguez, City Secretary (CS); Alicia Santos, Assistant City Secretary (ACS); Stormy Johnson, Finance Director, (FD); Human Resources Director, Toni Beckett; Brian Jacobs, Fire Chief (FC); Cody Phillips, Police Chief (PC); Gregory S. Van Nieuwenhuize, Public Works Director (PWD); Dave Klopfenstein, IT Director (ITD); Robert Briggs, Economic Development Director (EDD); Christi Pruitt, Parks and Recreation Director (PRD); Erica M. Gills, Library Director (LD); and Nicholas L. Ballard, Communications & Marketing Specialist (CMS)

CALL TO ORDER (General Comments) 6:00 P.M.

EXECUTIVE SESSION

SECTION 551.071 – Consultation with Attorney - The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, open meetings, open records, code of ethics and conflicts of interest, appointments process and rules of procedure for boards and commissions, drone regulations, cemetery maintenance, and pending or contemplated litigation or a settlement offer for the following cases:

- City of Haltom City v. Pecos HFC
- Ponderosa Mobile Home Park

SECTION 551.072 – Deliberation about Real Property - Deliberation regarding the purchase, exchange, lease or value of real property, and property owned or leased by the City.

SECTION 551.087 – Deliberation Regarding Economic Development Negotiations – Deliberation regarding financial or other incentives to a business prospect: BRAUCO, FMJM, LLC., and "Quick Corner Store."

ANNOUNCEMENTS/EVENTS – Displayed on a Scrolling Banner during executive session.

RECONVENE TO OPEN SESSION/WORKSESSION - 6:45 p.m.

At this moment honorary Mayor Wally Mosely leads the meeting.

REPORTS

3. 1st QUARTER STATISTICS - Fire Department (B. Jacobs)

FC Jacobs delivered a detailed presentation covering Calls for Service, Response Time, Ambulance Call for Service, Ambulance Response Times. He also addressed and responded to questions from the City Council.

4. ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) (S. Wilson)

Stephanie Willson, CPA, Director of Assurance Services with Weaver Assurance–Tax–Advisory, delivered a comprehensive presentation covering the following topics: the audit presenters and team, Weaver’s government experience, the audit process and timeline, and key financial highlights. Financial highlights included the Statement of Net Position – Total Primary Government; Statement of Activities – Governmental Activities; Statement of Activities – Business-type Activities; Statement of Revenues, Expenditures, and Changes in Fund Balances – General Fund; as well as other results and accomplishments.

INVOCATION & PLEDGE OF ALLEGIANCE - Council Member Place 5, DANA COFFMAN

Bethesda Church Pastor, Dr. Wayman Ming gave the Invocation.

VISITOR / CITIZENS FORUM

Mr. Kevin Dilks and Joe Tolbert each addressed the Council to congratulate the Councilmembers on running unopposed in this election year. They expressed their appreciation for Haltom City’s continued commitment to supporting its children and senior residents and acknowledged the strong partnership with BISD.

REGULAR SESSION - CALL TO ORDER - 7:00 P.M.

PROCLAMATIONS/RECOGNITIONS

1. PROCLAMATION

In Recognition of the Haltom High School Band Director and Band.

Mayor Truong and Christi Pruitt presented a proclamation to Mr. Donnie Hull and the Haltom High School Band.

2. PROCLAMATION

Honoring Mr. David McConnell.

Mayor Truong and Councilmember Anderson presented a proclamation to Fire Service Board celebrating the life of Mr. David McConnell.

At this time, Mayor Truong thanked honorary Mayor Mosley for his service. Honorary Mayor Mosley then stepped down from the dais, and Mayor Truong resumed presiding over the meeting.

CONSENT AGENDA

5. MINUTES

Consideration and/or action regarding approval of the Minutes for the February 9, 2026, Regular Meetings. (I. Rodriguez)

6. 2025 RACIAL PROFILING REPORT

Halton City Police Department's racial profiling report for calendar year 2025. (C. Phillips)

7. FIRE DEPARTMENT PURCHASE - Self-Contained Breathing Apparatus (Air Packs)

Consideration and/or action regarding the approval of budgeted purchase for the replacement of the Fire Department's SCBAs (Air Packs). (B. Jacobs)

8. PARKS & RECREATION PURCHASE: Additional Well/Pump at North Park

Consideration and/or possible action to approve the awarding of a budgeted project to Keller Drilling for the additional Well/Pump at North Park. (C. Pruitt)

CM Lingren moved to approve consent agenda items 5,6,7 and 8, as presented seconded by **CM Dunn. MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

REGULAR AGENDA

9. CERTIFICATION OF UNOPPOSED STATUS - May 2, 2026, General Election

Consideration and/or action to receive and accept the Certification of Unopposed Candidates presented by City Secretary. (I. Rodriguez)

CS Rodriguez presented to the City Council the Certification of Unopposed candidates as follows:

OFFICE

Councilmember Place 3

Councilmember Place 4

Councilmember Place 5

Councilmember Place 6

CANDIDATE NAME

Olliephine Anderson "Ollie Anderson"

Jeffery Scott Lindgren "Scott Lindgren"

Troy Keith Dunn "Troy Dunn"

Dana Paulett Coffman "Dana Coffman"

CM Thompson moved to approve agenda item 9, seconded by **CM Dunn. MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

10. RESOLUTION NO. R-2026-005-01 Canceling General Election of May 2, 2026

Consideration and/or action to approve a resolution regarding the cancelation of the General Election of City Councilmembers Places 3, 4, 5 and 6 schedules to be held on May 2, 2026. (I. Rodriguez)

CM Thompson moved to approve agenda item 10, seconded by **CM Anderson. MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

11. AMENDMENT TO FACILITIES AGREEMENT - Diamond Meadows Subdivision

Consideration and/or action to approve amending the Facilities Agreement for the Diamond Meadows Subdivision (Block 1: Lots 1 - 40 and Lots 41X - 44X) to provide for the developer's contractor (Jackson Construction) to complete approximately \$90,000 of construction activities within Cedarcrest Drive. (G. Van Nieuwenhuize)

PWD G. Van Nieuwenhuize briefed the City Council on the details of the amendments to the facilities agreement and answered questions from the Council.

CM Dunn moved to approve agenda item 11, seconded by **DMPT Hantz**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

12. CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT with BRAUCO, LLC

Consideration and/or action for the approval of a Chapter 380 Economic Development Agreement between the City of Haltom City and BRAUCO, LLC for the purpose of supporting a proposed private investment project within the City, subject to negotiated performance requirements and public benefit outcomes. (R. Briggs)

EDD Briggs delivered a presentation on the Chapter 380 Economic Development Agreement and stated the owner was present for any questions.

The Council thanked and appreciated Hoffbrau Steak & Grill House for being here and investing in Haltom City.

CM Lindgren moved to approve agenda item 12, seconded by **CM Dunn**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

13. CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT with FMJM Group, LLC.

Consideration and/or action on the approval of a Chapter 380 Economic Development Agreement between the City of Haltom City and FMJM Group, LLC for the purpose of supporting a proposed private investment project within the City, subject to negotiated performance requirements and public benefit outcomes. (R. Briggs)

EDD Briggs briefed the City Council on the details of the Chapter 380 Economic Development Agreement with My Stomping Grounds and answered questions from the Council.

DMPT Hantz moved to approve agenda item 13, seconded by **CM Thompson**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

14. THIRD AMENDMENT LEASE AGREEMENT - Waste Connections Lone Star Inc.
Consideration and/or action on a Resolution authorizing the City Manager to execute a Third Amendment to a Lease Extension between the City of Haltom City, as Landlord, and Waste Connections Lone Star, Inc., as Tenant, extending the lease term and modifying certain provisions of the existing lease agreement. (R. Briggs)

EDD Briggs briefed the City Council on the details of the amendment to the lease agreement and answered questions from the Council.

Waste Connections Representative Abel Moreno addressed the City Council to provide an overview of the proposed extension aimed at enhancing safety and operational efficiency. Mr. Moreno also responded to Councilmembers' questions regarding the project.

CM Thompson moved to approve agenda item 14, seconded by **CM Anderson**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

15. PROPERTY ENHANCEMENT INCENTIVE POLICY AGREEMENT - Quick Corner Store, 5412 E. Belknap St. Haltom City, TX 76117
Consideration and/or action on the approval of a Property Enhancement Incentive Policy (PEIP) Agreement between the City of Haltom City and Quick Corner Store, located at 5412 E. Belknap St. Haltom City, TX 76117, for the purpose of supporting a proposed property enhancement project along the E. Belknap St. commercial corridor, subject to negotiated performance requirements and public benefit outcomes. (R. Briggs)

EDD Briggs briefed the City Council on the details of the PEIP agreement with Quick Corner Store and addressed questions from the Council.

CM Dunn moved to approve agenda item 15, seconded by **CM Coffman**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman
Nays: None

CITY STAFF REPORTS - None

FUTURE AGENDA ITEMS

Consideration and/or possible action to approve items to be placed on future agendas.

16. ACTION(S) TAKEN.

CM Lingren requests a Staff Report regarding the Bat Houses from PD, Pruitt, seconded by **CM Thompson**.
MOTION PASSED - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

BOARDS / COMMISSIONS / COMMITTEES

- RESIGNATIONS – Consider approval of resignations.
- APPOINTMENTS/REAPPOINTMENTS – Consider approval regarding appointments/reappointments.

17. RESIGNATION

Consideration and/or action to accept the resignation of Jeannine Nunn (Place 4) from the Planning & Zoning Commission.

CM Lindgren moved to accept the resignation, seconded by **CM Thompson**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

18. APPOINTMENT

Consideration and/or action to appoint Jeannine Nunn (Place 3) to the Parks and Recreation Board.

CM Anderson moved to approve the appointment, seconded by **CM Thompson**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

19. APPOINTMENT

Consideration and/or action to appoint Debra Arnold (Place 4) to the Planning & Zoning Commission, transitioning from Alternate Position.

CM Lindgren moved to approve the appointment, seconded by **MPT Cooper**. **MOTION PASSED** - Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

20. APPOINTMENT

Consideration and/or action to appoint Jonathan Warren as a regular member of the Animal Advisory Committee, transitioning from an alternate position.

Mayor Truong moved to approve the appointment, seconded by **DMPT Hantz**. **MOTION PASSED** -

Unanimously

Ayes: MPT Cooper, DMPT Hantz, CM Thompson, CM Anderson, CM Lindgren, CM Dunn, and CM Coffman

Nays: None

EXCUSED ABSENCE OF COUNCIL MEMBERS

Consideration regarding excused absences of Council Members according to Article III, Sec. 3.07 (a), attendance requirement of the Haltom City Charter.

21. ACTION(S) TAKEN. None

EXECUTIVE SESSION - Reconvene to Regular Session

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

22. ACTION(S) TAKEN. None

ADJOURNMENT

Mayor Truong adjourned the meeting at 8:09 p.m.

APPROVED BY:

Dr. An Truong, Mayor

RESPECTFULLY SUBMITTED BY

Imelda B. Rodriguez, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Finance

Subject: BUDGET CALENDAR

BACKGROUND

Each Budget year the Finance Department prepares a Budget Calendar. The calendar serves as a tool for schedule planning, budget meetings, publication deadlines, and legal requirements. The calendar presented to you represents the upcoming meetings regarding budget planning.

FISCAL IMPACT

The budget calendar meets all legal requirements of the Local Government Code and the City Charter that would have a financial impact.

RECOMMENDATION

Staff recommends that the City Council approve the budget calendar for the Fiscal Year 2026- 2027.

ATTACHMENTS

Budget Calendar

Attachments

[Budget Calendar 3.2.26_.pdf](#)

BUDGET CALENDAR - FISCAL YEAR 2026-27

DATE	DONE BY	TYPE	TASK/ACTION
DEPARTMENT'S BUDGET (March - May)			
Thursday, March 26	All Dept's	Meeting-Departments	Budget Planning Meeting - City Manager meets with departments for individual departments budget
Thursday, March 26	All Dept's	Meeting-City Council	Strategic Planning w/ Mayor & City Council. Strategic Goals are set by City Council members.
Wednesday, April 8 To Monday, April 13	All Dept's	Training	Munis Budget Training - The Finance Department will collaborate with budget owners to utilize Munis for entering, modifying, and submitting their budget.
Monday, May 4	All Dept's	Deadline	All Below items due to Finance Dept: Fleet requests from Fleet Division IT requests (from all depts) Budgets, Decision Packages, Rate Changes, Revenue Estimates
CITY MANAGER'S BUDGET (May - July)			
Thursday, June 4	Finance	Deadline	City Manager's Working Copy due. A working draft of the line-item budget with Fund Summaries and Decision Packages are provided to the City Manager.
Thursday, June 11	All Dept's	Special Meeting - Budget Workshop	Budget Draft: workshop with City Council to present departments decision packages and departmental goals/objectives
Monday, July 6	Finance	Publish	Publish Notice of Public Hearing for CCPD Budget. This hearing will be held by the CCPD Board (7/16/26 meeting). The Proposed CCPD budget is filled with City Secretary for review and inspection by the general public.
CITY COUNCIL'S BUDGET (July - September)			
Monday, July 13	Council	Regular Meeting	Preliminary Budget - Preliminary budget is provided by the City Manager to the City Council for review prior to the first budget workshop.
Thursday, July 16	CCPD	CCPD Board Meeting	CCPD Public Hearing - The CCPD conducts a public hearing on the proposed budget. The Board will adopt the budget after the hearing and forward it to the City Council for consideration.
Monday, July 20	Council	Budget Workshop	Budget Workshop to discuss the preliminary budget
Friday, July 24	TAD	Tax Information Sent	Receive certified tax roll from TAD.
Thursday, July 30	Council	Publish	Deadline for publication of Public Hearing for proposed CCPD budget.
Thursday, July 30	Finance	Deadline	Proposed Budget - The proposed budget must be filed with the municipal clerk at least 30 days before the date the governing body sets the tax levy.
Thursday, August 6	Council	Special Meeting - Budget Workshop	Proposed budget is formally presented by the City Manager to the City Council. Council must also schedule public hearing date for adoption of the budget.
Friday, August 7	Finance	Post	Proposed budget to include any updates reflecting property tax value changes distributed to the City Council, filed with City Secretary office, and posted on the Haltom City website.
Monday, August 10	Council	Regular Meeting	At the Regular Council Meeting, the City Council will discuss the tax rate needed to support the Proposed Budget . If the Proposed tax rate will raise more revenue than the preceding year, the Council must vote on the proposed tax rate and schedule a Public Hearing. Council must also schedule the public hearings for the Proposed Budget CCPD Public Hearing - City Council conduct a public hearing to approve or reject the CCPD proposed budget. If rejected, the Council and CCPD Board must meet together to amend and approve the budget before the beginning of the fiscal year. Other documents to be approved include: • Fee Schedule approved. • Waste Connection rate adjustment.
Monday, August 17	Finance	Publish	Deadline for publication of Public Hearing for proposed budget and tax rate.
Monday, August 24	Council	Regular Meeting	Other documents to be approved include:
Monday, August 24	Council	Regular Meeting	A Public Hearing will be held on the proposed budget and a Public Hearing on the proposed
Monday, August 31	Council	Special Meeting	Second reading of the Budget Appropriations, Tax Rate, and other Rate Ordinances. This must occur

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Planning & Community Development

Subject: ORDINANCE NO. O-2026-001-15 Z-010-25 Rezoning
5925 East Belknap Street (1ST Reading)

BACKGROUND

This item was rescheduled due to City Hall closure on January 26, 2026.

Haltom City has initiated the rezone request for two adjacent properties on East Belknap Street. The initial reason for the request was due to Tricolor Auto Sales going out of business creating an opportunity to rezone the property to a zoning district that allows for a greater number of uses and better aligns to accomplish the vision, goals and objectives defined for this area within the adopted Comprehensive Land Use Plan. Currently the property is zoned C-5 Commercial which is the designation primarily for Auto Sales lots. There are other allowed uses allowed by right and uses that require Condition Use Permit requests prior to receiving a Certificate of Occupancy.

If the lot is changed to C-3 the existing use would be allowed to remain indefinitely so long as the use is not abandoned with a new use designated on a Certificate of Occupancy or if utilities are turned off for longer than six (6) months. The C-3 Commercial designation is generally considered the most commercial friendly district regarding allowed uses.

FISCAL IMPACT

None.

RECOMMENDATION

Attachments

[Z-010-26 Packet.pdf](#)

[Ordinance Z-010-25 022426.pdf](#)



STAFF REPORT

CITY OF HALTOM CITY

MEETING DATE: 2/24/26	TO: P&Z Commission	FROM: Glenna Batchelor Director of Planning and Community Development	SUBJECT: Z-010-25 5925 E. Belknap Rezone from "C-5" to "C-3"
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Z-010-25

Consider action on the application of the City of Haltom City for a zone change from "C-5" Commercial District to "C-3" Commercial District on the Allen Addition – Haltom City, Lot 1, Block 1, being approximately 2.0359 acres of land, locally known as 5925 East Belknap Street.

EXISTING ZONING/LAND USE

"C-5" Commercial District / Auto Sales

ADJACENT ZONING/USES

North	- "CF" Community Facility District / BSD
South	- "M-1" Industrial District / Auto Sales
East	- "C-5" Commercial District / Auto Sales
West	- "C-3" Commercial District / Vacant Land

ANALYSIS

This item was rescheduled due to City Hall closure on January 26, 2026.

Haltom City has initiated the rezone request for two adjacent properties on East Belknap Street. The initial reason for the request was due to Tricolor Auto Sales going out of business creating an opportunity to rezone the property to a zoning district that allows for a greater number of uses and better aligns to accomplish the vision, goals and objectives defined for this area within the adopted Comprehensive Land Use Plan. Currently the property is zoned C-5 Commercial which is the designation primarily for Auto Sales lots. There are other allowed uses allowed by right and uses that require Condition Use Permit requests prior to receiving a Certificate of Occupancy.

If the lot is changed to C-3 the existing use would be allowed to remain indefinitely so long as the use is not abandoned with a new use designated on a Certificate of Occupancy or if utilities are turned off for longer than six (6) months. The C-3 Commercial designation is generally considered the most commercial friendly district regarding allowed uses.

TRANSPORTATION

The site has frontage on East Belknap Street. The proposed zoning change is not anticipated to significantly impact the adjacent roadway systems as long as the use complies with all relevant City ordinances.

DRAINAGE

Based on available information, this property is located in flood zone X zone and no significant drainage impacts are expected to result from development of this site, as long as the developer complies with all relevant City ordinances.

WATER & SANITARY SEWER

Water and sanitary sewer services are available to the subject site.

FIRE PREVENTION

Fire Station #1 provides protection to this site. The estimated fire response time is in keeping with the City's recommended standards.

FRANCHISE UTILITIES & STREET LIGHTS

There are intermittent streetlight surrounding the site with above ground utilities lines on both sides of East Belknap Street.

ROUGH PROPORTIONALITY DETERMINATION

The developer is responsible for 100% of all paving, water, sanitary sewer, and drainage infrastructure needed to support the development in accordance with the City's design criteria.

COMPREHENSIVE LAND USE PLAN

The City's Comprehensive Land Use Plan (CLUP) designates the subject site as Belknap Corridor Overlay Corridor District. The proposed zoning change district is consistent with this land use suggested by the CLUP.

NOTIFICATION

The legal notice regarding the public hearing was published in the February 5, 2026 *Tarrant County Commercial Record*.

Written notice of the request was mailed to nine (9) property owners within 200' of the site on February 9, 2026.

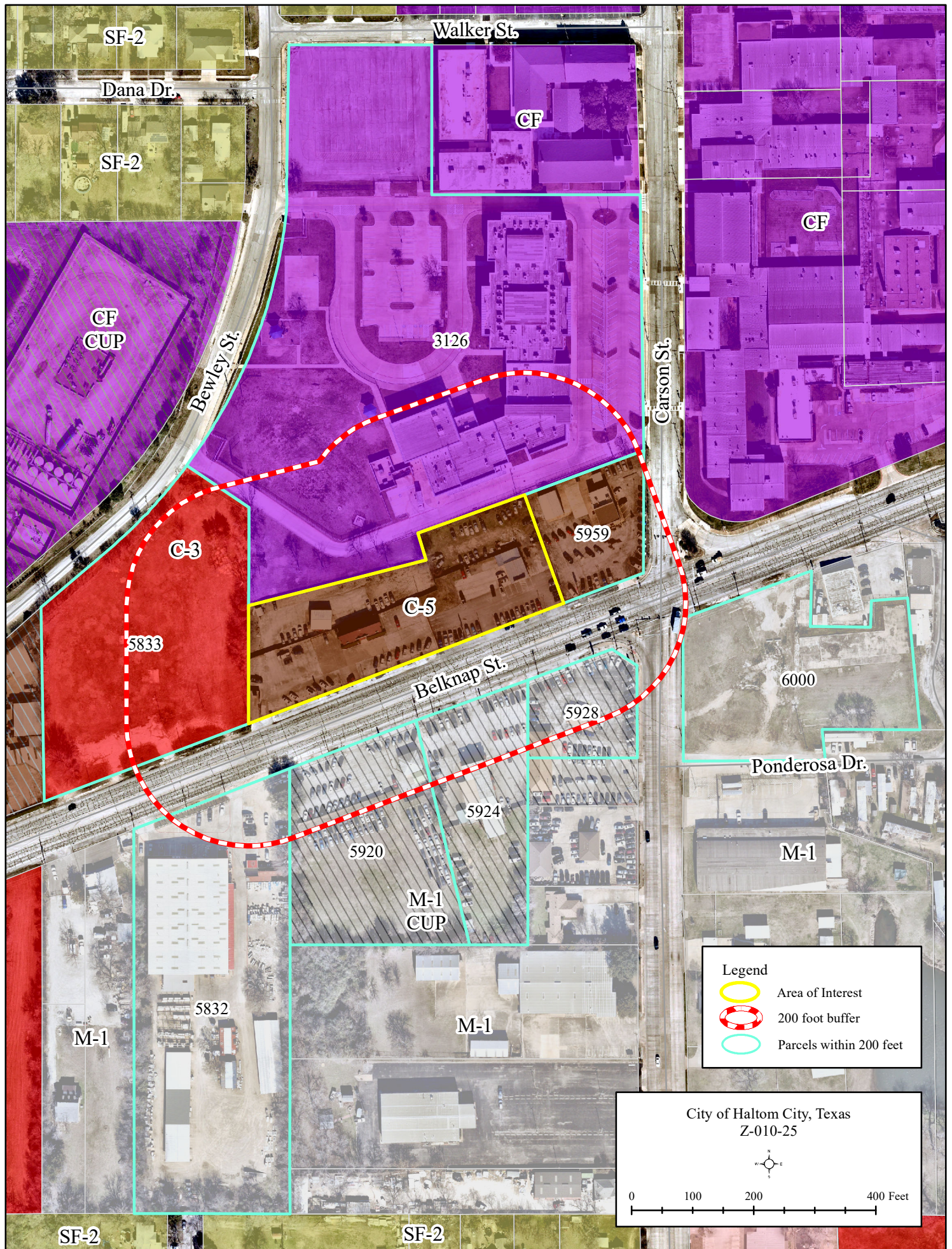
_____ In Favor / No Objections

_____ Opposed

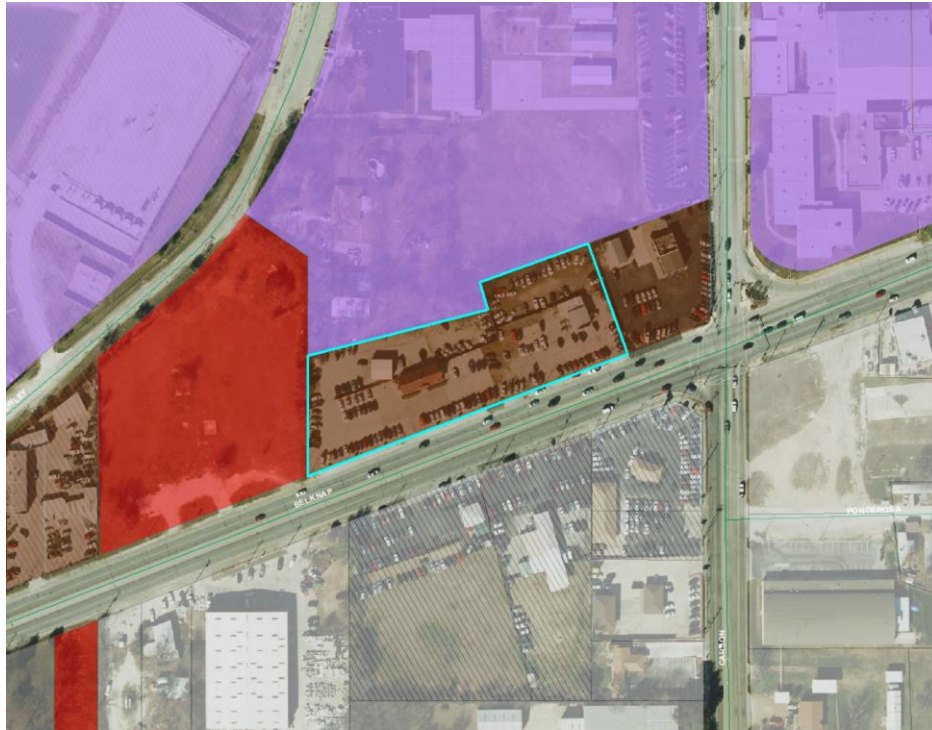
_____ Returned to Sender

ATTACHMENTS

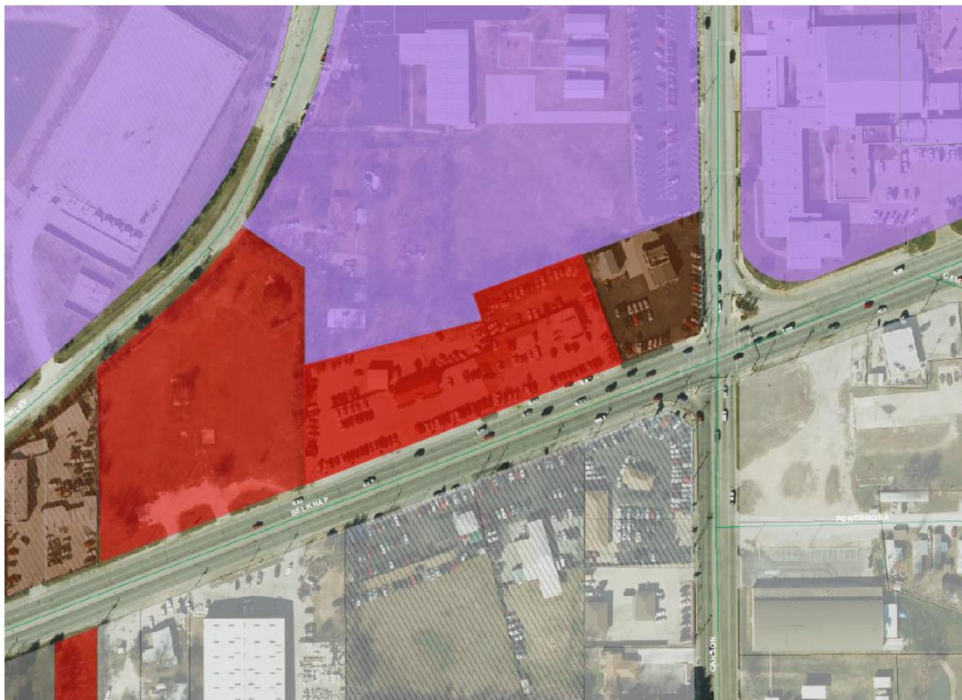
1. GIS Aerial Map
2. Application
3. Zoning Exhibit
4. Draft Ordinance
5. List of Property Owners within 200'



Current C-5 Commercial Zoning



Proposed C-3 Commercial Zoning





CITY OF HALTOM CITY, TEXAS
4801 Haltom Rd., Post Office Box 14246, Haltom City, Texas, 76117, 817-222-7757

APPLICATION FOR REZONING

Date: 12/17/25	File Number: Z-010-25 & Z-011-25												
I, <u>Rex Phelps</u>, the undersigned applicant hereby make application for the (please print) Rezoning of the following described property located in the City of Haltom City, Texas: 5925 & 5959 East Belknap Street Address of Property: _____ Legal Description: Lot: <u>Lot 1</u> Block: <u>Block 1</u> Addition: <u>Allen & Brooks Addition</u> Tract: _____ Survey: _____ Abstract: _____ Current Zoning Classification: <u>C-5 Commercial</u> Current Use: _____ Proposed Zoning Classification: <u>C-3 Commercial</u> Proposed Use: _____ Reason for Zoning Change Request: _____ _____ Has a Design Review Conference (DRC) been held on this property? Yes No Date: _____ The undersigned hereby certifies that the above named subdivision and accompanying data is true and correct. All provisions of laws and ordinances governing this zoning change request will be complied with whether specified herein or not. The scheduling of this application on the agenda of the Planning & Zoning Commission for consideration does not presume the approval of the above mentioned request. <table style="width: 100%; border: none;"><tr><td style="width: 45%; border: none;"> Name: <u>[Signature]</u> (signature of applicant) <u>4801 Haltom Road</u> (address of applicant) </td><td style="width: 55%; border: none;"> <u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax) </td></tr><tr><td style="border: none;"> Name: <u>[Signature]</u> (signature of owner) <u>4801 Haltom Road</u> (address of owner) </td><td style="border: none;"> <u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax) </td></tr></table>		Name: <u>[Signature]</u> (signature of applicant) <u>4801 Haltom Road</u> (address of applicant)	<u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax)	Name: <u>[Signature]</u> (signature of owner) <u>4801 Haltom Road</u> (address of owner)	<u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax)								
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FOR CITY USE ONLY													
Application Fee \$300.00 Received By: _____ Receipt Number: _____ Accepted for Completeness by: Staff Signature: _____ Date: _____ <table style="width: 100%; border: none;"><tr><td style="width: 33%; text-align: center;">EVENT</td><td style="width: 33%; text-align: center;">DATE</td><td style="width: 33%; text-align: center;">ACTION</td></tr><tr><td colspan="3">P & Z Action: _____</td></tr><tr><td colspan="3">City Council First Reading (if applicable): _____</td></tr><tr><td colspan="3">City Council Second Reading (if applicable): _____</td></tr></table>		EVENT	DATE	ACTION	P & Z Action: _____			City Council First Reading (if applicable): _____			City Council Second Reading (if applicable): _____		
EVENT	DATE	ACTION											
P & Z Action: _____													
City Council First Reading (if applicable): _____													
City Council Second Reading (if applicable): _____													

REZONING CHECKLIST

Complete Application

Fee Paid (for rezoning request)

Survey or Site Plan in 11x17 size format. If submitting 24x36 prints, 3 copies must be submitted of all Site Plans are prints.

Detailed letter of intent on company letterhead (where applicable) addressed to the Planning and Zoning Commission and City Council.

Drawing of proposed structure with detailed measurements in 11x17 size format.

Completed Building permit application with contractor information, work to be performed, material and cost estimates (If applicable).

Picture(s)

Must have signature, address & phone number of applicant and property owner..

**** All applications will first be reviewed by Staff and then taken before the Planning and Zoning Commission and City Council. IF approved by the City Council, then a building permit or Certificate of Occupancy will need to be obtained either by applicant and/or a licensed contractor. A separate fee is charged for the building permit.**

ORDINANCE NO. O-2026-001-15

CASE NO. Z-010-25

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

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

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

WHEREAS, in accordance with Section 39 of the Zoning Ordinance, the City of Haltom City has filed an application to rezone the property consisting of approximately 2.0359 acres of land located on Lot 1, Block 1, Allen Addition – Haltom City, locally known as 5925 East Belknap Street (hereinafter-referenced as the “Property”), from its current classification of “C-5” Commercial District to “C-3” Commercial District on said property; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on February 24, 2026 and the City Council of the City of Haltom City,

Texas held a public hearing on March 9, 2026 with respect to the rezoning described herein; and

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

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

SECTION 1.

Ordinance No. O-2002-032-15, as amended, is hereby amended by approving a rezoning from “C-5” Commercial District to “C-3” Commercial District at the property consisting of approximately 2.0359 acres of land located on Lot 1, Block 1, Allen Addition – Haltom City, locally known as 5925 East Belknap Street.

SECTION 2.

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

SECTION 3.

The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit “A” Design Standards attached hereto and shall further be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Haltom City, Texas.

SECTION 4.

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

of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 5.

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

SECTION 6.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Haltom City, Texas, are expressly saved as to any and all violations of the provisions of Ordinance No. O-2002-032-15 or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in

court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON FIRST READING THIS _____ DAY OF
_____, 2026.

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF
_____, 2026.

Mayor
ATTEST:

City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

**Exhibit “A”
Design Standards**

1. Rezone property from “C-5” Commercial District to “C-3” Commercial District.

To the Haltom City Planning & Zoning Commission and City Council,

I am the owner and operator of Auto Land, located at 5925 E. Belknap Street, Haltom City, Texas 76117. I am writing to formally object to the proposed rezoning of my property from C-5 to C-3.

Auto Land has operated continuously at this location since 1994 as a licensed auto sales facility. Under the existing C-5 zoning, this use is a permitted and lawful use of the property. The proposed C-3 zoning would eliminate that permitted status and force my business to rely on a conditional use permit, creating uncertainty, risk, and unnecessary administrative burden for a business that has been in lawful operation for more than three decades.

Over the past year, I have made substantial capital investments in this property based on the existing zoning and the City's long-standing recognition of auto sales as an allowed use here. These investments include:

Full repaving of the lot

Construction of new perimeter fencing

Upgraded LED exterior and interior lighting

A new roof

Full exterior repainting

These improvements were made to enhance safety, appearance, and long-term viability of the site, and they represent a significant financial commitment that was undertaken in reliance on the current zoning classification.

Auto Land maintains approximately 75 vehicles on site and provides employment for eight local residents. The proposed rezoning would directly jeopardize these jobs and the economic contribution this business makes to Haltom City through property taxes, sales taxes, and related local spending.

Importantly, there has been no change in land use, no history of code violations, and no evidence of negative impact from Auto Land's operations that would justify downgrading this property's zoning. The business has coexisted successfully with surrounding uses for decades. Reclassifying this property now would not correct any incompatibility; it would instead create a new hardship where none currently exists.

Zoning should be based on actual land use, long-term stability, and fairness to property owners. Changing this property from C-5 to C-3 removes a vested and productive use without a demonstrated public benefit. It also undermines the City's stated goals of encouraging reinvestment and stable commercial development.

For these reasons, I respectfully request that the City retain the C-5 zoning for 5925 E. Belknap Street and allow Auto Land to continue operating as a permitted use.

Thank you for your consideration.

Sincerely,

Scott M Allen

Owner, Auto Land

5925 E. Belknap Street

Haltom City, TX 76117

ORDINANCE NO. O-2026-001-15

CASE NO. Z-010-25

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

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

WHEREAS, in accordance with Section 39 of the Zoning Ordinance, the City of Haltom City has filed an application to rezone the property consisting of approximately 2.0359 acres of land located on Lot 1, Block 1, Allen Addition – Haltom City, locally known as 5925 East Belknap Street (hereinafter-referenced as the “Property”), from its current classification of “C-5” Commercial District to “C-3” Commercial District on said property; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on February 24, 2026 and the City Council of the City of Haltom City,

Texas held a public hearing on March 9, 2026 with respect to the rezoning described herein; and

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

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

SECTION 1.

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SECTION 2.

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

SECTION 3.

The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit “A” Design Standards attached hereto and shall further be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Haltom City, Texas.

SECTION 4.

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

of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 5.

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

SECTION 6.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Haltom City, Texas, are expressly saved as to any and all violations of the provisions of Ordinance No. O-2002-032-15 or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in

court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

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

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_____, 2026.

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF
_____, 2026.

Mayor
ATTEST:

City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Exhibit “A”
Design Standards

1. Rezone property from “C-5” Commercial District to “C-3” Commercial District.

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Planning & Community Development

Subject: ORDINANCE NO. O-2026-002-15 Z-011-25 Rezoning
5959 East Belknap Street (1ST Reading)

BACKGROUND

This item was rescheduled due to City Hall closure on January 26, 2026.

Haltom City has initiated the rezone request for two adjacent properties on East Belknap Street. The initial reason for the request was due to Tricolor Auto Sales going out of business creating an opportunity to rezone the property to a zoning district that allows for a greater number of uses and better aligns to accomplish the vision, goals and objectives defined for this area within the adopted Comprehensive Land Use Plan. Currently the property is zoned C-5 Commercial which is the designation primarily for Auto Sales lots. There are other allowed uses allowed by right and uses that require Condition Use Permit requests prior to receiving a Certificate of Occupancy.

If the lot is changed to C-3 the existing use would be allowed to remain indefinitely so long as the use is not abandoned with a new use designated on a Certificate of Occupancy or if utilities are turned off for longer than six (6) months. The C-3 Commercial designation is generally considered the most commercial friendly district regarding allowed uses.

FISCAL IMPACT

None.

RECOMMENDATION

Attachments

[Ordinance Z-011-25 022426.pdf](#)

[Z-011-26 Packet.pdf](#)

ORDINANCE NO. O-2026-002-15

CASE NO. Z-011-25

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

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

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

WHEREAS, in accordance with Section 39 of the Zoning Ordinance, the City of Haltom City has filed an application to rezone the property consisting of approximately 0.6899 acres of land located on Lot 1, Block 1, Brooks Addition, locally known as 5959 East Belknap Street (hereinafter-referenced as the "Property"), from its current classification of "C-5" Commercial District to "C-3" Commercial District on said property; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on February 24, 2026 and the City Council of the City of Haltom City,

Texas held a public hearing on March 9, 2026 with respect to the rezoning described herein; and

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

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

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SECTION 2.

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SECTION 3.

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SECTION 4.

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SECTION 9.

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PASSED AND APPROVED ON FIRST READING THIS _____ DAY OF
_____, 2026.

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF
_____, 2026.

Mayor
ATTEST:

City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Exhibit “A”
Design Standards

1. Rezone property from “C-5” Commercial District to “C-3” Commercial District.



STAFF REPORT

CITY OF HALTOM CITY

MEETING DATE: 2/24/26	TO: P&Z Commission	FROM: Glenna Batchelor Director of Planning and Community Development	SUBJECT: Z-011-25 5959 E. Belknap Rezone from "C-5" to "C-3"
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Z-011-25

Consider action on the application of the City of Haltom City for a zone change from "C-5" Commercial District to "C-3" Commercial District on the Brooks Addition, Lot 1, Block 1, being approximately 0.6899 acres of land, locally known as 5959 East Belknap Street.

EXISTING ZONING/LAND USE

"C-5" Commercial District / Auto Sales

ADJACENT ZONING/USES

North	- "CF" Community Facility District / BSD
South	- "M-1" Industrial District / Auto Sales
East	- "CF" Community Facility District / BSD
West	- "C-5" Commercial District / Auto Sales

ANALYSIS

This item was rescheduled due to City Hall closure on January 26, 2026.

Haltom City has initiated the rezone request for two adjacent properties on East Belknap Street. The initial reason for the request was due to Tricolor Auto Sales going out of business creating an opportunity to rezone the property to a zoning district that allows for a greater number of uses and better aligns to accomplish the vision, goals and objectives defined for this area within the adopted Comprehensive Land Use Plan. Currently the property is zoned C-5 Commercial which is the designation primarily for Auto Sales lots. There are other allowed uses allowed by right and uses that require Condition Use Permit requests prior to receiving a Certificate of Occupancy.

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TRANSPORTATION

The site has frontage on East Belknap Street and Carson Street. The proposed zoning change is not anticipated to significantly impact the adjacent roadway systems as long as the use complies with all relevant City ordinances.

DRAINAGE

Based on available information, this property is located in flood zone X zone and no significant drainage impacts are expected to result from development of this site, as long as the developer complies with all relevant City ordinances.

WATER & SANITARY SEWER

Water and sanitary sewer services are available to the subject site.

FIRE PREVENTION

Fire Station #1 provides protection to this site. The estimated fire response time is in keeping with the City's recommended standards.

FRANCHISE UTILITIES & STREET LIGHTS

There are intermittent streetlight surrounding the site with above ground utilities lines on both sides of East Belknap Street.

ROUGH PROPORTIONALITY DETERMINATION

The developer is responsible for 100% of all paving, water, sanitary sewer, and drainage infrastructure needed to support the development in accordance with the City's design criteria.

COMPREHENSIVE LAND USE PLAN

The City's Comprehensive Land Use Plan (CLUP) designates the subject site as Belknap Corridor Overlay Corridor District. The proposed zoning change district is consistent with this land use suggested by the CLUP.

NOTIFICATION

The legal notice regarding the public hearing was published in the February 5, 2026 *Tarrant County Commercial Record*.

Written notice of the request was mailed to six (6) property owners within 200' of the site on February 9, 2026.

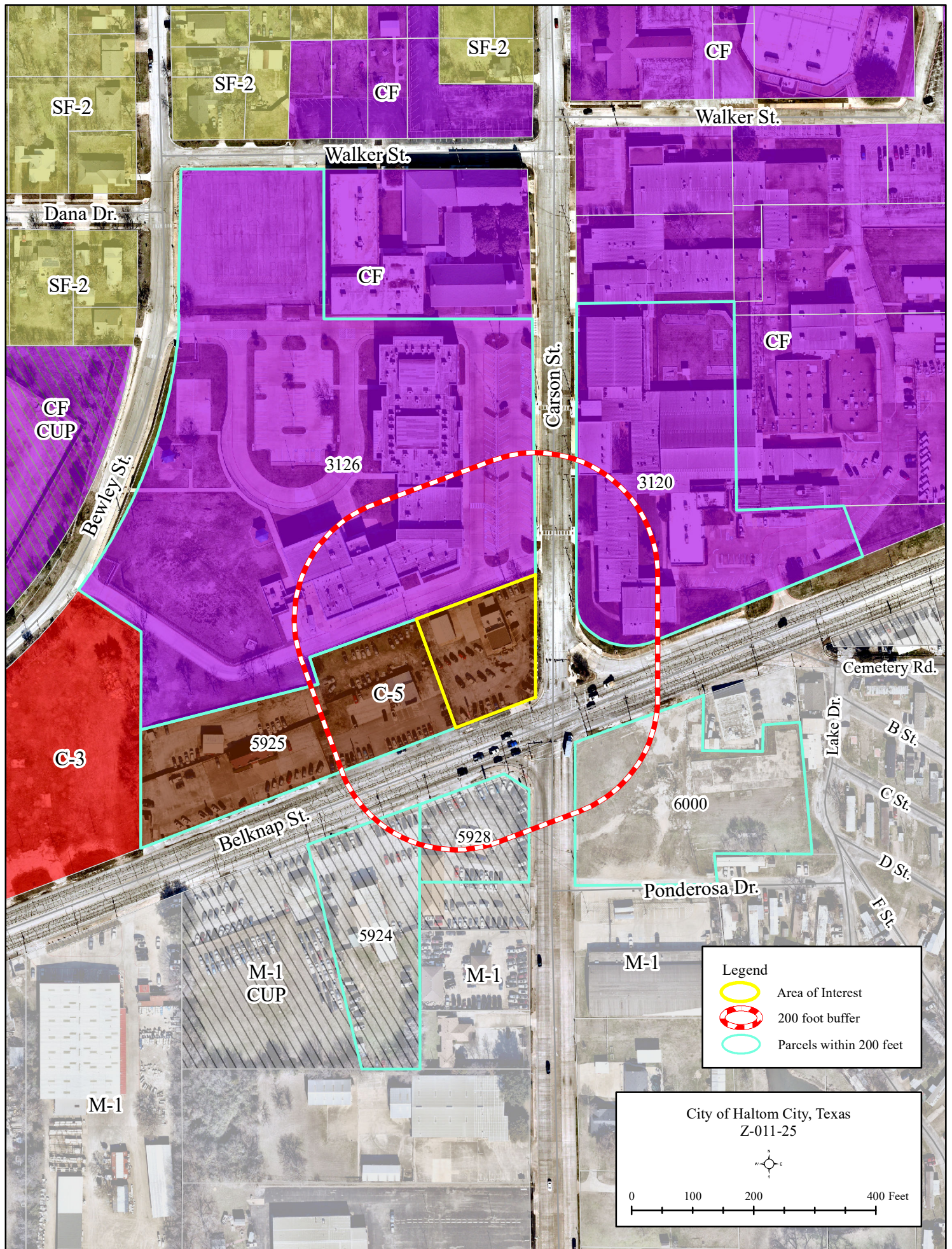
_____ In Favor / No Objections

_____ Opposed

_____ Returned to Sender

ATTACHMENTS

1. GIS Aerial Map
2. Application
3. Zoning Exhibit
4. Draft Ordinance
5. List of Property Owners within 200'





CITY OF HALTOM CITY, TEXAS
4801 Haltom Rd., Post Office Box 14246, Haltom City, Texas, 76117, 817-222-7757

APPLICATION FOR REZONING

Date: 12/17/25	File Number: Z-010-25 & Z-011-25												
I, <u>Rex Phelps</u>, the undersigned applicant hereby make application for the (please print) Rezoning of the following described property located in the City of Haltom City, Texas: 5925 & 5959 East Belknap Street Address of Property: _____ Legal Description: Lot: <u>Lot 1</u> Block: <u>Block 1</u> Addition: <u>Allen & Brooks Addition</u> Tract: _____ Survey: _____ Abstract: _____ Current Zoning Classification: <u>C-5 Commercial</u> Current Use: _____ Proposed Zoning Classification: <u>C-3 Commercial</u> Proposed Use: _____ Reason for Zoning Change Request: _____ _____ Has a Design Review Conference (DRC) been held on this property? Yes No Date: _____ The undersigned hereby certifies that the above named subdivision and accompanying data is true and correct. All provisions of laws and ordinances governing this zoning change request will be complied with whether specified herein or not. The scheduling of this application on the agenda of the Planning & Zoning Commission for consideration does not presume the approval of the above mentioned request. <table style="width: 100%; border: none;"><tr><td style="width: 50%; border: none;"> Name: <u>[Signature]</u> (signature of applicant) <u>4801 Haltom Road</u> (address of applicant) </td><td style="width: 50%; border: none;"> <u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax) </td></tr><tr><td style="border: none;"> Name: <u>[Signature]</u> (signature of owner) <u>4801 Haltom Road</u> (address of owner) </td><td style="border: none;"> <u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax) </td></tr></table>		Name: <u>[Signature]</u> (signature of applicant) <u>4801 Haltom Road</u> (address of applicant)	<u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax)	Name: <u>[Signature]</u> (signature of owner) <u>4801 Haltom Road</u> (address of owner)	<u>12/17/25</u> (date) <u>817-222-7730</u> (telephone number/Fax)								
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FOR CITY USE ONLY													
Application Fee \$300.00 Received By: _____ Receipt Number: _____ Accepted for Completeness by: Staff Signature: _____ Date: _____ <table style="width: 100%; border: none;"><tr><td style="width: 33%; text-align: center;">EVENT</td><td style="width: 33%; text-align: center;">DATE</td><td style="width: 33%; text-align: center;">ACTION</td></tr><tr><td colspan="3">P & Z Action: _____</td></tr><tr><td colspan="3">City Council First Reading (if applicable): _____</td></tr><tr><td colspan="3">City Council Second Reading (if applicable): _____</td></tr></table>		EVENT	DATE	ACTION	P & Z Action: _____			City Council First Reading (if applicable): _____			City Council Second Reading (if applicable): _____		
EVENT	DATE	ACTION											
P & Z Action: _____													
City Council First Reading (if applicable): _____													
City Council Second Reading (if applicable): _____													

REZONING CHECKLIST

Complete Application

Fee Paid (for rezoning request)

Survey or Site Plan in 11x17 size format. If submitting 24x36 prints, 3 copies must be submitted of all Site Plans are prints.

Detailed letter of intent on company letterhead (where applicable) addressed to the Planning and Zoning Commission and City Council.

Drawing of proposed structure with detailed measurements in 11x17 size format.

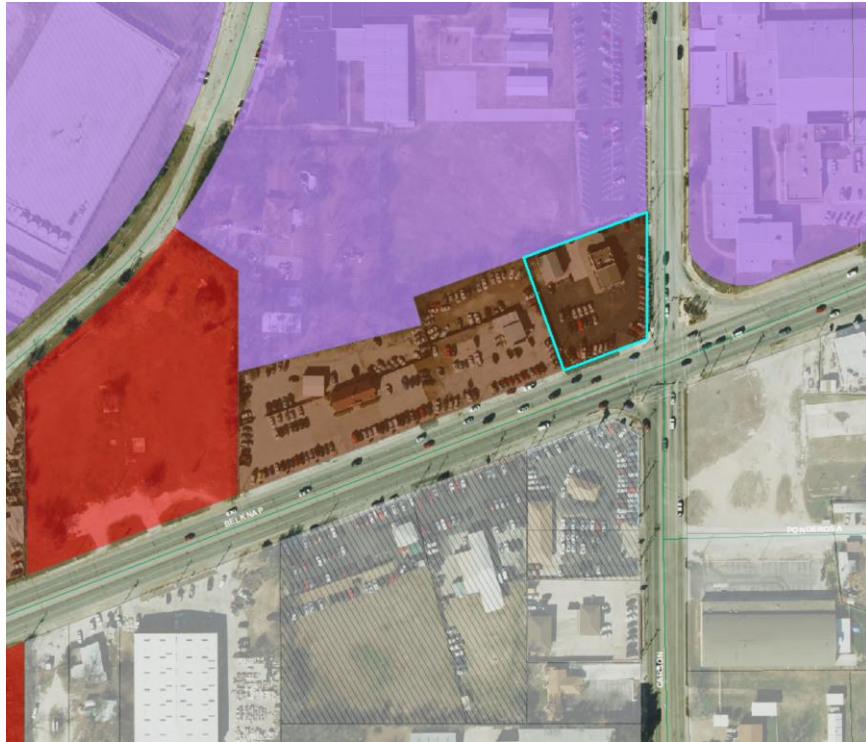
Completed Building permit application with contractor information, work to be performed, material and cost estimates (If applicable).

Picture(s)

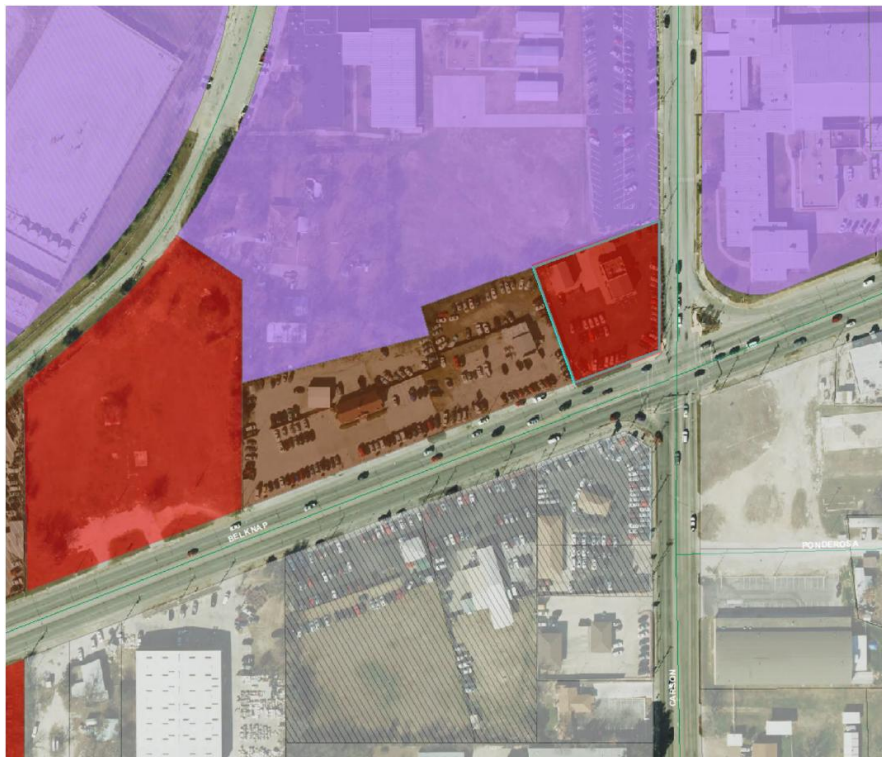
Must have signature, address & phone number of applicant and property owner..

**** All applications will first be reviewed by Staff and then taken before the Planning and Zoning Commission and City Council. IF approved by the City Council, then a building permit or Certificate of Occupancy will need to be obtained either by applicant and/or a licensed contractor. A separate fee is charged for the building permit.**

Current C-5 Commercial Zoning



Proposed C-3 Commercial Zoning



To the Haltom City Planning & Zoning Commission and City Council,

I am the owner and operator of Auto Land, located at 5925 E. Belknap Street, Haltom City, Texas 76117. I am writing to formally object to the proposed rezoning of my property from C-5 to C-3.

Auto Land has operated continuously at this location since 1994 as a licensed auto sales facility. Under the existing C-5 zoning, this use is a permitted and lawful use of the property. The proposed C-3 zoning would eliminate that permitted status and force my business to rely on a conditional use permit, creating uncertainty, risk, and unnecessary administrative burden for a business that has been in lawful operation for more than three decades.

Over the past year, I have made substantial capital investments in this property based on the existing zoning and the City's long-standing recognition of auto sales as an allowed use here. These investments include:

Full repaving of the lot

Construction of new perimeter fencing

Upgraded LED exterior and interior lighting

A new roof

Full exterior repainting

These improvements were made to enhance safety, appearance, and long-term viability of the site, and they represent a significant financial commitment that was undertaken in reliance on the current zoning classification.

Auto Land maintains approximately 75 vehicles on site and provides employment for eight local residents. The proposed rezoning would directly jeopardize these jobs and the economic contribution this business makes to Haltom City through property taxes, sales taxes, and related local spending.

Importantly, there has been no change in land use, no history of code violations, and no evidence of negative impact from Auto Land's operations that would justify downgrading this property's zoning. The business has coexisted successfully with surrounding uses for decades. Reclassifying this property now would not correct any incompatibility; it would instead create a new hardship where none currently exists.

Zoning should be based on actual land use, long-term stability, and fairness to property owners. Changing this property from C-5 to C-3 removes a vested and productive use without a demonstrated public benefit. It also undermines the City's stated goals of encouraging reinvestment and stable commercial development.

For these reasons, I respectfully request that the City retain the C-5 zoning for 5925 E. Belknap Street and allow Auto Land to continue operating as a permitted use.

Thank you for your consideration.

Sincerely,

Scott M Allen

Owner, Auto Land

5925 E. Belknap Street

Haltom City, TX 76117

ORDINANCE NO. O-2026-002-15

CASE NO. Z-011-25

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

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

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

WHEREAS, in accordance with Section 39 of the Zoning Ordinance, the City of Haltom City has filed an application to rezone the property consisting of approximately 0.6899 acres of land located on Lot 1, Block 1, Brooks Addition, locally known as 5959 East Belknap Street (hereinafter-referenced as the "Property"), from its current classification of "C-5" Commercial District to "C-3" Commercial District on said property; and

WHEREAS, the Planning and Zoning Commission of the City of Haltom City, Texas held a public hearing on February 24, 2026 and the City Council of the City of Haltom City,

Texas held a public hearing on March 9, 2026 with respect to the rezoning described herein; and

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

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

SECTION 1.

Ordinance No. O-2002-032-15, as amended, is hereby amended by approving a rezoning from “C-5” Commercial District to “C-3” Commercial District at the property consisting of approximately 0.6899 acres of land located on Lot 1, Block 1, Brooks Addition, locally known as 5959 East Belknap Street.

SECTION 2.

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

SECTION 3.

The use of the Property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit “A” Design Standards attached hereto and shall further be subject to all the applicable regulations contained in the Zoning Ordinance and all other applicable and pertinent ordinances of the City of Haltom City, Texas.

SECTION 4.

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

of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 5.

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

SECTION 6.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

All rights and remedies of the City of Haltom City, Texas, are expressly saved as to any and all violations of the provisions of Ordinance No. O-2002-032-15 or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in

court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

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

SECTION 9.

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

PASSED AND APPROVED ON FIRST READING THIS _____ DAY OF
_____, 2026.

PASSED AND APPROVED ON SECOND READING THIS _____ DAY OF
_____, 2026.

Mayor
ATTEST:

City Secretary

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Exhibit “A”
Design Standards

1. Rezone property from “C-5” Commercial District to “C-3” Commercial District.

TAXPIN	AccountNum	Zoning	ZoningAlt	SitusAddr	Owner_Name
2657-1-1	42206772	CF		3126 Bewley St	BIRDVILLE ISD
3826-1-1	06198562	C-5		5959 E Belknap St	CHIYO INOUE TRUST
325D-1-1	07389523	C-5		5925 E Belknap St	SMA PROPERTIES LLC
6833-1-1B	06779107	M-1	CUP	5924 E Belknap St	CLEMENTE, MARIO
A 30-11E	06406025	M-1		6000 E Belknap St	CLS PROPERTY MANAGEMENT LLC
A 30-9	03725766	CF		3120 Carson St	BIRDVILLE ISD
A1166-2L01	04466020	M-1	CUP	5928 E Belknap St	JBB INVESTMENT GROUP LLC

Owner_Addr	Owner_City	Owner_Zip
6125 E BELKNAP ST	FORT WORTH, TX	76117
2312 PULLMAN LN #B	REDONDO BEACH, CA	90278
5925 E BELKNAP ST	HALTOM CITY, TX	76117
288 MEADOW HILL RD	FORT WORTH, TX	76108
223 S MAIN ST	KELLER, TX	76248
6125 E BELKNAP ST	FORT WORTH, TX	76117
4240 W GLENDALE AVE	PHOENIX, AZ	85051

LegalDescr
BIRDVILLE ELEM SCHOOL ADDN Block 1 Lot 1
BROOKS ADDITION Block 1 Lot 1
ALLEN ADDITION - HALTOM CITY Block 1 Lot 1
CAUDLE MANOR ADDITION Block 1 Lot 1B & 2A
AKERS, GEORGE SURVEY Abstract 30 Tract 11E
AKERS, GEORGE SURVEY Abstract 30 Tract 9 ABST 30 TR 9 & 10
NORRIS, WILLIAM SURVEY Abstract 1166 Tract 2L01

CITY COUNCIL MEMORANDUM/RESOLUTION

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Public Works

Subject: AWARD OF CONSTRUCTION BID B2026-312-001
Haltom Road Quiet Zone Grade Crossing for the Union
Pacific Railroad

BACKGROUND

The Bid Opening for B2026-312-001 Haltom Road Quiet Zone Grade Crossings for the Union Pacific Railroad (the "Project") was conducted on February 12, 2026.

Bids were received from two (2) contractors and their bids are summarized in the table below:

Name of Bidder	Base Bid
Cole Construction, Inc.	*\$ 356,089.00
King George Traffic Solutions, LLC	\$ 430,309.00

***NOTE:** The original bid submitted by Cole Construction, Inc. (\$356,089.00) was slightly adjusted due to a mathematical error. The corrected bid total does not affect the base bid or the order of bidders and Cole Construction, Inc. remains the lowest bidder.

Construction is anticipated to begin in March/April and contract time for this project is 90 consecutive calendar days.

The scope of the Project includes the reconstruction of the intersection of Haltom Road with the UPRR crossing (approximately 300 linear feet) inclusive of replacement of curb and gutter, construction of a pedestrian sidewalk, median improvements and striping required to accommodate signalization upgrades by the UPRR in order to become a Quiet Zone. The Quiet Zone will be established pending completion of improvements by UPRR – estimated by the end of 2026.

FISCAL IMPACT

There is sufficient funding to award to Cole Construction, Inc. for the Project as their bid amount is within the amount budgeted in the FY2026 Budget.

RECOMMENDATION

Staff recommends the City Council award Construction Bid No. B2026-312-001 for the Haltom Road Quiet Zone Grade Crossings for the Union Pacific Railroad to Cole Construction, Inc. in the amount of \$356,089.00. Additionally, staff recommends that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 9TH day of March 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

ATTEST:

Dr. An M. Truong, Mayor

Imelda B. Rodriguez, City Secretary

APPROVED AS TO FORM:

Wayne Olson, City Attorney

CITY COUNCIL MEMORANDUM

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Public Works

Subject: FACILITIES AGREEMENT Watauga Addition (Block 33: Lot 1R)

BACKGROUND

Pantheon Construction, Inc. is in the process of re-platting various lots in Block 33 of the Watauga Addition into a new single lot to be known as Lot 1R of Block 33 of the Watauga Addition (the "Subdivision"). The Subdivision is located on the west side of the 5700 block of Huddleston Street and its development will complement Pantheon Construction's existing business across the street – on the east side of Huddleston Street.

The development of the Subdivision will include additions and modifications to the City's existing public infrastructure which includes water mains, sanitary sewer mains and drainage facilities (along with the normal appurtenances associated with these infrastructure items). When a development requires significant changes to the City's public infrastructure, the City's Subdivision Ordinance requires the developer and the City to enter into an agreement (titled as a Facilities Agreement in Haltom City) to address these changes and identify which party is responsible for these changes. These development agreements are fairly common for multi-lot developments, large acreage developments and when rough proportionality determinations require developers to either construct public infrastructure or contribute funds towards future public infrastructure construction.

The Watauga Addition, Lot 1R of Block 33, Facilities Agreement is a fairly standard agreement for business development. The only significant deviation from the City's standard agreement is in regard to the impact that Pantheon Construction will have on Huddleston Street. Because Pantheon Construction is a business, the number and type of vehicles using Huddleston Street is considerably different than residential development. Staff has taken this into account and based on the Institute of Transportation Engineers' references and Pantheon Construction's projected vehicle use (obtained through conversations/meetings with Pantheon Construction's Vice President), staff has determined that the economic equivalent of the impact onto Huddleston Street is \$12,307.00. Pantheon Construction's Vice President has agreed with staff's analysis and has signed the Subdivision's facilities Agreement.

The City Attorney has reviewed this Facilities Agreement and determined it to be acceptable.

FISCAL IMPACT

The \$12,307.00 remitted to the City by Pantheon Construction will be applied to the ongoing Huddleston Reconstruction Project.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Facilities Agreement for the Watauga Addition (Block 33: Lot 1R).

Attachments

[2026-03-09 Facilities Agreement for Watauga Add Lot 1R Block 33-Developer Signed ONLY.pdf](#)

CITY OF HALTOM CITY
FACILITIES AGREEMENT

FOR THE

WATAUGA ADDITION, LOT 1R of BLOCK 33

STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT entered into on the 27 day of February, 2026, by and between the City of Haltom City, Texas, hereinafter known as the "CITY", and Pantheon Construction, Inc. whose address is 5850 Huddleston Street, Haltom City, Texas, 76137, hereinafter known as the "DEVELOPER".

WHEREAS, the DEVELOPER has requested the CITY to permit the platting and/or development of a tract of land known as LOT 1R of BLOCK 33 of the WATAUGA ADDITION (the "SUBDIVISION"); and

WHEREAS, the CITY has approved such platting and/or development which requires the construction of community facilities and improvements to serve the SUBDIVISION as provided herein; and

WHEREAS, this Agreement shall operate as a covenant running with the land and be binding upon the DEVELOPER and its representatives, officers, agents, servants, employees, successors and assigns.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. ZONING, PLATTING and SITE PLANNING

All property owned by the DEVELOPER and located within the limits of the SUBDIVISION shall be zoned and platted in accordance with the Zoning Ordinance and the Subdivision Ordinance of the CITY before any Building Permit will be issued.

The DEVELOPER shall dedicate, at no cost to the CITY, all street rights-of-way, alleys, drainage easements, floodways, utility easements and other dedications as required by the CITY at the time of platting.

The DEVELOPER shall comply with all requirements in this Agreement as a condition of approval of the project.

B. PUBLIC IMPROVEMENTS

All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the DEVELOPER, at no cost to the CITY, unless otherwise provided herein, in accordance with the Subdivision Ordinance and other regulations of the CITY, and as approved by the City Engineer or his/her agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Ordinance of the CITY unless otherwise approved herein.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of plans and specifications for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as "construction plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting as required by the Subdivision Ordinance. Such documents shall be approved by the City Engineer or his/her agent prior to approval and filing of a Final Plat. Construction of such improvements shall not be initiated until a Pre-Construction Conference has been conducted regarding the proposed construction.

In accordance with the Subdivision Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City Engineer or his/her agent to evaluate conformance with the construction plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his/her engineer and/or agent of responsibility for design, construction and maintenance of the improvements as set out in this Agreement and other relevant ordinances of the CITY.

Street lighting shall be installed by Oncor Electric Delivery Company in accordance with a street lighting layout plan provided by Oncor Electric Delivery Company and approved by the City Engineer or his/her agent. The DEVELOPER shall be responsible for the installation costs of any required street lighting as provided herein.

Upon completion of construction of public improvements as required by this Agreement and the Subdivision Ordinance, the DEVELOPER shall deliver to the CITY the following items of As-Built construction plans of the public improvements constructed or engineered by the DEVELOPER:

1. One full set in the current version of AutoCAD;
2. One full set in Adobe's PDF format; and
3. One full-size hard copy set.

C. ROUGH PROPORTIONALITY

The DEVELOPER agrees that all dedications and construction of public facilities made by the DEVELOPER pursuant to this Agreement are roughly proportional to the need created by the development of the SUBDIVISION, and the DEVELOPER hereby waives any claim therefor that it may have. Additionally, the DEVELOPER shall remit \$12,307.00 to the CITY as the economic equivalent of the roughly proportionate Huddleston Street roadway infrastructure impacted by the SUBDIVISION. The DEVELOPER further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications and construction required by or performed under this Agreement are related both in nature and extent to the impact of the SUBDIVISION. The DEVELOPER waives and releases all claims against the CITY related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the SUBDIVISION, but only to the extent such claims relate to the dedication required by or construction performed under this Agreement.

D. CONSTRUCTION BONDS

Prior to initiating any construction on the SUBDIVISION, the construction contractor(s) for the DEVELOPER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the public improvements, guaranteeing the full and faithful execution of the work and performance of this Agreement and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The Performance Bond shall guarantee completion of the public improvements within one year of execution of this Agreement.

2. PAYMENT BOND

A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the public improvements, guaranteeing payment for all labor, materials and equipment used in the construction of the public improvements.

3. MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount equal to fifty percent (50%) of the total cost of the Infrastructure Improvements [contract (between the DEVELOPER and the Prime Contractor) price plus all change order costs], guaranteeing the maintenance in good condition of the facilities for a period of two (2) years from and after the date that a Letter of Acceptance is issued from the CITY indicating that the Infrastructure Improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its City

Manager, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the CITY shall not be unreasonably withheld or delayed.

E. STREETS

In conjunction with the platting and development of the SUBDIVISION, the DEVELOPER shall complete the following:

1. All required Rights-of-Way shall be dedicated to the CITY at the time of platting.

F. UTILITIES

1. WATER

All required onsite and offsite water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any Building Permit, unless otherwise approved herein.

2. SANITARY SEWER

All required onsite and offsite sanitary sewer mains, manholes and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any Building Permit, unless otherwise approved herein.

3. DRAINAGE

All required onsite and offsite improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the

issuance of any Building Permit, unless otherwise approved herein. DEVELOPER agrees to comply with all applicable EPA, TCEQ and other federal, state and local requirements relating to the planning, permitting and management of stormwater. The DEVELOPER hereby agrees to construct the necessary drainage facilities within the SUBDIVISION. These facilities shall be in accordance with the CITY's Subdivision Ordinance, construction plans and specifications to be prepared by the DEVELOPER'S engineer, reviewed by the City Engineer, and made part of the Final Plat as approved by the City Council. The DEVELOPER hereby agrees to fully comply with all EPA requirements relating to the planning, permitting and management of stormwater which may be in force at the time that development proposals are being presented for approval by the CITY. The DEVELOPER hereby agrees to comply with all provisions of the Texas Water Code.

G. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to ensure that said water supply and wastewater treatment capacity is available.

H. FEES TO BE PAID BY THE DEVELOPER

1. PLAT FEES

The DEVELOPER hereby agrees to pay the CITY the applicable Platting Fees. Payment is due at the time of submittal for Final Plat approval.

2. PLAN REVIEW AND CONSTRUCTION INSPECTION FEES

The DEVELOPER hereby agrees to pay the CITY Construction Plan Review and Inspection Fees in accordance with Appendix C: "Fee Schedule" of the CITY's City Code. Payment is due prior to initiating construction of these public Infrastructure Improvements.

3. IMPACT FEES

The DEVELOPER hereby agrees to inform the builder of his/her responsibility to pay the impact fees to the CITY for each specific lot in the SUBDIVISION including the applicable sanitary sewer and water impact fees assessed by both the CITY and the City of Fort Worth prior to obtaining a Building Permit for a specific lot.

4. PUBLIC UTILITIES

The DEVELOPER hereby agrees to pay the public utility companies (AT&T, Atmos Energy Corporation, Spectrum/Charter Communications, Inc., and Oncor Electric Delivery Company) for their required costs of main installations, for street lighting, etc. for the SUBDIVISION.

I. GENERAL CONDITIONS

1. LAW COMPLIANCE

The DEVELOPER hereby agrees to comply with all federal, state and local laws that are applicable to development of the SUBDIVISION.

2. EROSION CONTROL

During construction of the SUBDIVISION and after the streets have been installed, the DEVELOPER agrees to keep the streets free from soil build-up. The DEVELOPER agrees to use soil control measures such as hay bales, silt screening, hydromulch, etc., to prevent soil erosion. It will be the DEVELOPER's responsibility to present to the City Engineer a soil control development plan that will be implemented for the SUBDIVISION. When, in the opinion of the City Engineer or his/her

agent, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the DEVELOPER, the DEVELOPER will have seventy-two (72) hours to clear the soil from the streets or affected areas. If the DEVELOPER does not remove the soil from the streets within the seventy-two (72) hours, the CITY may cause the soil to be removed either by contract or CITY forces and place the soil within the SUBDIVISION at the DEVELOPER's expense. All expenses must be paid to the CITY prior to acceptance of the SUBDIVISION.

3. POST-CONSTRUCTION RUNOFF CONTROL

The Developer shall comply with all applicable provisions of Chapter 86, Article VII, Post-Construction Runoff Control, of the CITY's Code of Ordinances. After construction of the SUBDIVISION and after the streets have been installed, the DEVELOPER agrees to minimize increases in stormwater runoff from any development or redevelopment in order to reduce flooding, siltation and streambank erosion and to maintain the integrity of stream channels. To the maximum extent reasonably practicable, the DEVELOPER agrees to limit the total annual volume of surface water runoff which flows from any specific site during and following development or redevelopment to not exceed the pre-development hydrologic conditions. The DEVELOPER agrees to accommodate new development and redevelopment projects in a manner that protects public safety, groundwater and surface water quality, and aquatic living resources and their habitats. The DEVELOPER agrees to employ permanent nonstructural and structural best management practices (BMPs) to protect water quality. The DEVELOPER agrees to remove and/or treat stormwater pollutants prior to discharge to ground or surface waters from new development and redevelopment sites and ensure the long-term operation and maintenance of all permanent stormwater quality features. To the maximum extent reasonably practicable, the DEVELOPER agrees to reduce stormwater runoff rates and volumes, soil erosion, and nonpoint source pollution to the waters of the state through stormwater

management controls, and to ensure that these management controls are properly maintained and pose no threat to the public.

4. PRIVATE AMENITIES

It is understood by and between the CITY and the DEVELOPER that the SUBDIVISION may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, irrigation, walls, and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items until such responsibility is turned over to a property owner whose lot encompasses such an amenity. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

5. VENUE

Venue for any action brought hereunder shall be in Tarrant County, Texas.

6. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the City Manager, which consent shall not be unreasonably withheld.

J. FINAL ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE

The CITY will not issue a Letter of Acceptance until the SUBDIVISION's public Infrastructure Improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his/her agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the DEVELOPER's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the SUBDIVISION.

Upon issuance of a Letter of Acceptance, title to all infrastructure facilities and improvements mentioned herein above shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such Infrastructure Improvements until the Letter of Acceptance is issued.

K. WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance, Subdivision Ordinance, or any other ordinance of the CITY.

L. HOLD HARMLESS AGREEMENT

APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF ANY PLANS, DESIGNS, OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS ENGINEER, EMPLOYEES, OFFICERS, AGENTS, OR SERVANTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, EMPLOYEES, OFFICERS, AGENTS, OR SERVANTS, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION PROJECT, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY

ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS/HER OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION HERewith.

THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE SUBDIVISION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

M. AMENDMENTS

This Agreement may be changed or modified only with the written consent of both the DEVELOPER and the City Council of the CITY.

N. REVOCATION

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits on property owned by the DEVELOPER, and the CITY shall be further authorized to file this instrument in the Mechanic's Lien records of Tarrant County as Mechanic's Lien against the DEVELOPER's property; and in the alternative, the CITY shall be authorized to levy an assessment against the DEVELOPER's property for public improvements in accordance with applicable state law.

O. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors and assigns.

P. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

Q. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and the CITY will execute a release of covenant to the DEVELOPER, its assigns and successors and the CITY shall file said release in the Real Property Records of Tarrant County.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

LOT 1R of BLOCK 33 of the WATAUGA ADDITION

By: Toni L Walker
(signature)

Name: Toni L Walker
(please print)

Title: Vice President

Date: 02/27/2026

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

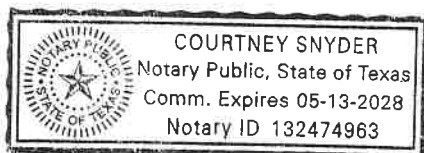
BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Toni L Walker known to me to be the same person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the duly authorized officer of Pantheon Construction Inc. and that he executed the same on behalf of said Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of February, 2026.

C Snyder
Notary Public in and for the State of Texas

Courtney Snyder
Type or Print Notary's Name

My Commission Expires: 5/13/2028



CITY OF HALTOM CITY

By: _____
Rex Phelps, City Manager

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Rex Phelps known to me to be the same person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the duly authorized City Manager of the City of Haltom City and that he executed the same on behalf of said entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

CITY COUNCIL MEMORANDUM / RESOLUTION

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Public Works

Subject: AMENDMENT TO A FACILITIES AGREEMENT Baker
Fossil Creek Addition (Block 1: Lots 1 & 2)

BACKGROUND

On May 12, 2025, the Council approved a Facilities Agreement with Jefferson Baker, LLC, the developer of the Baker Fossil Creek Addition, Lots 1 & 2 of Block 1 (the "Subdivision"). This development is a multi-family development on the south side of Baker Boulevard immediately east of Big Fossil Creek (in front of the existing Rio Vista apartments).

When both parties executed the Facilities Agreement, the parties were aware of the need to replace the public sanitary sewer serving the Rio Vista apartments. In fact, the Subdivision's public infrastructure plans incorporated this replacement. However, what was not known was that only a portion of the Rio Vista sanitary sewer traversed the Subdivision's site. During the construction of the Subdivision's site, staff was able to determine that some of Rio Vista's building units were served by a sanitary sewer that is connected into a sanitary sewer main that the City of Fort Worth intends to abandon. Fort Worth had intended to abandon this specific sanitary sewer main because they are in the process of constructing a large diameter trunk main that is to serve the entities that were thought to be connected into the "to be abandoned main" as well as provide capacity for future developments within the cities of Haltom City, North Richland Hills and Fort Worth. [At the time, it was not known that some of Rio Vista's building units were connected into this "to be abandoned main".]

Because FW was constructing a trunk main, staff met with FW staff to research the potential of connecting the Subdivision's sanitary sewer, Rio Vista's known sanitary sewer and the recently discovered Rio Vista unknown sanitary sewer into FW's new trunk main upon the completion of its construction. While this was determined not to be feasible, the staffs of both cities further researched other connection possibilities. Ultimately, it was determined that if Haltom City's sanitary sewer mains north of the Subdivision were replaced up to the north side of Broadway Avenue, these new mains could accommodate the sanitary sewer flow from the Subdivision, Rio Vista's known and unknown sewer and Haltom City could eliminate a sanitary sewer lift station on the north side of Broadway Avenue (immediately east of Big Fossil Creek). This solution was attractive to Jefferson Baker, the owners of the Rio Vista apartments and to Haltom City staff.

The obvious questions at this point were how is this solution to be funded and can a funding solution and the corresponding construction be completed in a timely manner so as not to delay the opening of the Subdivision's apartments. Staff has worked with Jefferson Baker, their engineers and the City Attorney's office to draft an amendment to the previously approved (May 12, 2025) Facilities Agreement. Upon approval this amendment addresses these questions and the concerns of both Jefferson Baker and Haltom City staff.

In summary, the amendment provides for the following:

1. Jefferson Baker to accommodate Rio Vista sanitary sewer through their site (i.e., through the Subdivision) and Haltom City to pay the proportionate share of these costs;
2. Upon Jefferson Baker's sanitary sewer combining with Rio Vista's sanitary sewer, the sanitary sewer costs will be split 36% (City) / 64% (Jefferson Baker);
3. Requires Jefferson Baker to be responsible for acquiring any necessary U.S. Army Corps of Engineers' permits; and
4. Reiterates Haltom City's commitment to partially fund the Subdivision's off-site public water infrastructure.

The City Attorney has drafted the proposed "Amendment to the Facilities Agreement for the Baker Fossil Creek Addition Block 1, Lots 1 & 2". Presently, staff, the City Attorney and Jefferson Baker are tweaking the Amendment for clarity. The attached amendment is the most current version.

FISCAL IMPACT

Funding is available within existing Capital Improvement Program projects (Rio Vista Sanitary Sewer Replacement and the Bakers Lane Apartments Water Main Extension).

RECOMMENDATION

Staff recommends that the City Council approve the Amendment to the Facilities Agreement for the Baker Fossil Creek Addition (Block 1: Lots 1 & 2) contingent upon the City Attorney's final review of the amendment.

In addition, upon approval of the City Attorney, Staff also recommends the City Manager be authorized to execute such Amendment.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 9th day of March 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED:

Dr. An M. Truong, Mayor

ATTEST:

Imelda B. Rodriguez, TRMC

City Secretary

APPROVED AS TO FORM:

Wayne Olson, City Attorney

Attachments

[2026-03-09 Baker Fossil Creek FA Amendment - Participation Agreement-for CC Agenda.pdf](#)

[2026-03-09 Amendment to the Facilities Agreement for Baker Fossil Creek-Amendment EXHIBIT A.pdf](#)

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**AMENDMENT TO THE FACILITIES AGREEMENT FOR THE BAKER FOSSIL
CREEK ADDITION BLOCK 1, LOTS 1 & 2**

This Amendment to the Facilities Agreement for the Baker Fossil Creek Addition, Block 1, Lots 1 & 2 (the “Amendment”) is entered into by and between the City of Haltom City, a Texas home-rule municipality (the “City”), and Jefferson Baker, LLC, a Delaware limited liability company (the “Developer”). The City and Developer may sometimes hereafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City entered into the Facilities Agreement for the Baker Fossil Creek Addition, Block 1, Lots 1 & 2 (the “Agreement”) pursuant to Texas Local Gov’t Code Ch. 212, and Code of Ordinances, City of Haltom City, Texas, Appendix D, “Subdivision Ordinance,” Part XII, “Facilities Agreement,” for the construction of off-site water improvements and off-site sanitary sewer improvements within the subdivision platted as the Baker Fossil Creek Addition, Block 1, Lots 1 & 2 (collectively, the “Public Improvements”); and

WHEREAS, the City and the Developer desire to participate in cost-sharing funding of the off-site sewer system for the Subdivision, as depicted in the Civil Engineering Plans for “City of Haltom City – Big Fossil Creek Sanitary Sewer Main” designed by William A. Weidman with a sign & seal date of August 15, 2025, which will replace the sanitary sewer main that serves the Baker Fossil Creek Addition, Block 1 and the Rio Vista Addition, Block A (the “Off-Site Sanitary Sewer Improvements”), as may be amended based on Army Corps of Engineers requirements, which will increase the reliability of the sanitary sewer serving these subdivisions’ residents and the general public, and the City desires to participate in the cost of the Public Improvements pursuant to Subchapter C of Texas Local Gov’t Code Ch. 212; and

WHEREAS, total costs for Public Improvements of the project, as detailed in Exhibit “A,” attached hereto, are \$4,216,519.78; and

WHEREAS, the City’s participation costs for the Off-Site Sanitary Sewer Improvements shall not exceed the amount of \$883,439.80, which is equal to 100% of the costs of the replacement sanitary sewer serving the existing Rio Vista Addition, Block A and 36% of the total estimated costs of the Off-Site Sanitary Sewer Improvements which will serve both the Baker Fossil Creek Addition, Block 1 and the Rio Vista Addition, Block A estimated at \$1,690,390.78; and

WHEREAS, the Developer's participation costs for the Off-Site Sanitary Sewer Improvements that serve both the sanitary sewer from the Baker Fossil Creek Addition, Block 1 and the Rio Vista Addition, Block A is 64% of the total estimated Off-Site Sanitary Sewer Improvements costs; and

WHEREAS, the Developer is funding additional improvements in the Subdivision, including an off-site water main with an estimated cost of \$1,028,808.00, with the City's contributing \$100,000 to the cost of the water main (the "Off-Site Water Improvements") in accordance with the Facilities Agreement for the Baker Fossil Creek Addition, Block 1, Lots 1 & 2, Section G. Utilities, Item 1. Water; and

WHEREAS, the City's participation in the costs of the Public Improvements is \$983,439.80, or 23.3% of the costs of public improvements, which is less than 30% of the total costs of the public improvements associated with the development of the Baker Fossil Creek Addition; and

WHEREAS, the City's participation in the costs of the Public Improvements is authorized by Texas Local Gov't Code Ch. 212, without complying with the competitive sealed bidding procedure of Texas Local Gov't Code Ch. 252; and

WHEREAS, in the interest of the general public and for the public purposes described in this Amendment, the Developer and its contractor shall construct the Public Improvements and the City has appropriated and identified public funds for participation in the cost of the Public Improvements in accordance with Part XII the City's Subdivision Ordinance.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals above are incorporated into this Amendment as if fully set forth herein, and defined terms shall have the meaning as assigned to such terms in the Agreement, unless otherwise defined herein.
2. As a condition to design and construct the Off-Site Water Improvements and Off-Site Sanitary Sewer Improvements by the Developer and its contractor discussed in Sections G.1 and G.2. of the Agreement, the City has appropriated the not-to-exceed sum of \$983,439.80 (the "Authorized Reimbursement") necessary to reimburse the Developer for performance of the work and ensure completion of the Off-Site Water Improvements and Off-Site Sanitary Sewer Improvements.
3. Section C, "Rough Proportionality," of the Agreement is amended to read as follows:

"C. ROUGH PROPORTIONALITY

The DEVELOPER agrees that all dedications and construction of public facilities made by the DEVELOPER pursuant to this Agreement are roughly proportional to the need created by the development of the SUBDIVISION, and the DEVELOPER hereby waives any claim therefor that it may have.

Additionally, the DEVELOPER agrees that the construction of the Off-Site Sanitary Sewer Improvements will benefit the SUBDIVISION. The CIP PROJECT will accommodate both the CITY's existing sanitary sewer flow and the DEVELOPER's anticipated sanitary sewer flow from the SUBDIVISION. The CITY's existing sanitary sewer flow responsibility is estimated to be approximately 36% of the total flow accommodated by the CIP PROJECT and the DEVELOPER's anticipated sanitary sewer flow responsibility is estimated to be approximately 64% of the total flow accommodated by the CIP PROJECT. Accordingly, the DEVELOPER agrees that 64% of the CIP PROJECT's costs are roughly proportionate to the SUBDIVISION's impact to the CIP PROJECT and that the DEVELOPER will construct the Off-Site Sanitary Sewer Improvements and the CITY will reimburse the DEVELOPER for its portion of the construction costs via quarterly invoices by the DEVELOPER less ten percent (10%) retainage within thirty (30) days of the quantities indicated on the invoice as being determined correct. After DEVELOPER receives Army Corps of Engineer approval, and upon the CITY's final acceptance of the construction of the Off-Site Sanitary Sewer Improvements and the appropriate invoice from the DEVELOPER, the CITY shall reimburse the DEVELOPER the final invoice amount, including all retainage, within thirty (30) days of the quantities indicated on the invoice as being determined correct.

Further, the DEVELOPER agrees that the construction of the Off-Site Water Improvements will benefit the SUBDIVISION. The CIP PROJECT will accommodate both the CITY's existing water system and facilitate the DEVELOPER's to meet the minimum water requirements for the SUBDIVISION. The CITY's existing water system responsibility is estimated to be approximately 9.7% of the total water requirements accommodated by the CIP PROJECT and the DEVELOPER's anticipated water responsibility is estimated to be approximately 90.3% of the total water requirements accommodated by the CIP PROJECT. Accordingly, the DEVELOPER agrees that 90.3% of the CIP PROJECT's costs are roughly proportionate to the SUBDIVISION's impact to the CIP PROJECT and that the DEVELOPER will construct the Off-Site Water Improvements and the CITY will reimburse the DEVELOPER \$100,000 as provided herein for its portion of the construction costs after DEVELOPER receives Army Corps of Engineers approval, and upon receiving an invoice from the DEVELOPER.

The DEVELOPER further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedications and construction required by or performed under this Agreement are related both in nature and extent to the impact of the

SUBDIVISION. The DEVELOPER waives and releases all claims against the CITY related to any and all rough proportionality and individual determination requirements mandated by Section 212.904 Texas Local Government Code, or the Texas or U.S. Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the SUBDIVISION, but only to the extent such claims relate to the dedication required by or construction performed under this Agreement.”

4. Subsection 1, “Water” and Subsection 2, “Sanitary Sewer” of Section G, “Utilities,” of the Agreement are amended to read as follows:

“G. UTILITIES

1. WATER

All required onsite and offsite water mains, valves, fire hydrants, and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER’s engineer and accepted by the CITY prior to the issuance of any Building Permit, unless otherwise approved herein.

The CITY recognizes that a significant amount of water infrastructure is required to be installed outside of the SUBDIVISION in order for the development to meet the CITY’s minimum water requirements. The cost to construct this off-site water infrastructure is \$1,028,808.00. Such off-site water infrastructure construction will be of benefit to other properties within the CITY. After DEVELOPER receives Army Corps of Engineers approval, and upon receiving an invoice from the DEVELOPER, the CITY shall pay the DEVELOPER’s invoices, which invoices collectively shall not exceed \$100,000.00 for such Off-Site Water Infrastructure construction.

2. SANITARY SEWER

All required onsite and offset sanitary sewer mains, manholes, and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER’s engineer and accepted by the CITY prior to the issuance of any Building Permit, unless otherwise approved herein.

The DEVELOPER understands that they will be financially responsible for their proportionate share of the public off-site sanitary sewer that needs to be constructed to support the SUBDIVISION. The cost to construct this off-site sanitary sewer infrastructure is estimated at \$1,690,390.78. This off-site sanitary sewer shall accommodate both the existing Rio Vista apartments and the SUBDIVISIONS’s apartments. After DEVELOPER receives Army Corps of Engineers approval, and upon receiving a quarterly invoice from the DEVELOPER, the CITY shall pay the

DEVELOPER's invoices in accordance with Section C, "Rough Proportionality" above, which invoices collectively shall not exceed \$883,439.80 for such Off-Site Sanitary Sewer Infrastructure construction."

5. Section J, "General Conditions," of the Agreement is amended by adding Subsection 8 to read as follows:

"8. ARMY CORPS OF ENGINEER APPROVAL REQUIRED

In the event the DEVELOPER constructs the Off-Site Sanitary Sewer Improvements prior to receiving Army Corps of Engineers approval, the CITY shall not be obligated to pay the Authorized Reimbursements until the DEVELOPER receives Army Corps of Engineers approval. DEVELOPER's failure to acquire Army Corps of Engineers' approval will relieve the CITY from its reimbursement obligations herein."

6. Except as otherwise set forth herein and in the Agreement, the Developer will be responsible for paying all reasonable and necessary design, engineering, surveying, testing, and construction costs associated with the Public Improvements. Upon completion of the Public Improvements and the City issuing a Letter of Final Acceptance, the Developer shall submit a request for final payment of all outstanding amounts to the City. After the City's inspection of the work and issuance of a Letter of Final Acceptance of the Public Improvements, the City shall make the final payment to the Developer in an amount which, together with all other payments previously made to Developer by the City pursuant to the Agreement, shall not exceed the Authorized Reimbursement. The City's obligations shall not exceed the Authorized Reimbursement amount.
7. Changes in contract/scope of project. In the event any changes in the plans and specifications of the approved project addressed in this Amendment result in an increase in the total cost of the Public Improvements, the Developer or its contractor shall also amend all required bonds and any other financial assurance instruments required in the Agreement. The Developer shall bear the full cost of any additional work required by the City Attorney and/or City Engineer in revising and/or reviewing the revised documents, and approval shall not be granted until such additional fees are paid.
8. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution of this Amendment may be accomplished by facsimile or electronic signatures and shall be deemed fully executed upon the exchange among the Parties of signed facsimile or electronic copies of this Amendment.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers and to be effective as on the last date shown below (the “Effective Date”):

DEVELOPER:

JEFFERSON BAKER, LLC,
a Delaware limited liability company

BY: _____

Name:

Title:

Date:

State of Texas

County of _____

Before me, _____, on this day personally appeared _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [he/she] executed the same for the purposes and consideration therein expressed.

Given under my hand this _____.

(Seal)

Notary Public

My Commission Expires: _____

City of Haltom City:

BY: _____
Rex Phelps, City Manager
Date:

State of Texas
County of _____

Before me, _____, on this day personally appeared _____ to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [he/she] executed the same for the purposes and consideration therein expressed.

Given under my hand this _____.

(Seal)

Notary Public
My Commission Expires: _____

ATTEST:

BY: _____
Imelda Rodriguez, City Secretary
Date:

APPROVED AS TO FORM:

BY: _____
City Attorney
Date:

EXHIBIT A

Responsible for Costs			Comments
Infrastructure	JPI	Haltom City	
Off-Site Water Replacement	\$928,808.00	\$100,000.00	*KHA OPCC dated 4/14/2024 (\$1,250,000 total with contingency); Actual total costs (\$1,028,808) provided by JPI Team on 2/24/2026.
Off-Site Sewer Replacement (Shared 36%/64% Split)	\$806,950.98	\$453,909.92	*Breakdown as determined by Lift Station Design Report dated October 2023 (Section B - proposed development responsible for 194.5 gpm of total flow of 258.5 gpm); further revised to 36%/64% upon discovery of Rio Vista South sanitary sewer flows not accounted for in prior calculations (estimated Rio Vista contributing 110.9gpm compared to 194.5 gpm by JPI to develop 36%/64% split). Actual total costs for off-site sewer (\$1,690,390.78) provided by JPI Team on 2/25/2026.
Off-Site Sewer Replacement (100% Haltom City)	\$0.00	\$429,529.88	Replacement of two existing segments of sanitary sewer serving the Rio Vista Apartment Complexes. Actual total costs for off-site sewer (\$1,690,390.78) provided by JPI Team on 2/25/2026.
On-Site Civil (100% JPI)	\$1,497,321.00	\$0.00	*Costs provided by JPI Team
Total	\$3,233,079.98	\$983,439.80	

Total Project Costs \$4,216,519.78
HC Percentage of Costs **23.3%**

\$806,950.98	JPI's participation costs for the Off-Site Sanitary Sewer Improvements
\$883,439.80	City's participation costs for the Off-Site Sanitary Sewer Improvements
\$1,690,390.78	Total off-site sanitary sewer improvements
\$928,808.00	JPI's participation costs for the Off-Site Water Improvements
\$100,000.00	City's participation costs for the Off-Site Water Improvements
\$1,028,808.00	Total off-site Water improvements

CITY COUNCIL MEMORANDUM / RESOLUTION

City Council Meeting: Monday, March 9, 2026, 6:00 PM

Department: Public Works

Subject: AMENDMENT TO AN ENGINEERING SERVICES AGREEMENT Midway Road Reconstruction Project

BACKGROUND

The FY2026 Budget allocates funding for the reconstruction of Midway Road between Belknap Street and the City Limits/Big Fossil Creek (the "Project"). As with other street reconstruction projects, the Project also includes the replacement of the underlying water mains, sanitary sewer mains and drainage facilities. The Project is approximately 10,600 lineal feet (about 2 miles). It is anticipated that the bridge structure over Little Fossil Creek will not need to be replaced. The general scope of services for this project includes the preparation of plans, specifications, and estimates (PS&E).

A Resolution was presented and approved at the November 24, 2025 Council meeting authorizing the City Manager to execute an Agreement for Engineering Services with Kimley-Horn and Associates for the Midway Road Reconstruction Project in the amount of \$2,200,000.

During the design kick-off, operations staff identified an opportunity to design/replace approximately 1,800 linear feet of 16" water line to provide a looped connection from the existing elevated storage tank to Midway Road, then north along Moneda Street (8" water line) to Wall Avenue and back to the elevated storage tank. This area is slightly outside of the planned scope of work. However, addressing these issues now will result in an overall cost savings when compared to bidding this work out separately, reduce work orders for emergency repairs on Moneda, and minimize inconvenience to residents and businesses along Midway to make these repairs as part of the Midway project instead of a separate project in the future.

This amendment also includes a topographic survey of the SH 121 bridge (upstream and downstream) and up to twenty (20) cross sections between SH 121 to Thomas Road Bridge along Little Fossil Creek for purposes of preparing a Letter of Map Revision (LOMR) analysis and gathering data as required by the Federal Emergency Management Agency (FEMA).

With this proposed Amendment, the additional contract value for the work described is \$60,000 for a revised total contract value of \$2,260,000.

The City Attorney has reviewed the Amendment to the Agreement for Engineering Services. The City Attorney has requested a few minor modifications to the Amendment and Kimley-Horn has agreed to these modifications.

FISCAL IMPACT

The FY2026 Budget supports the design for the Project.

RECOMMENDATION

Staff recommends that the City Council:

1. approve the Amendment to the Agreement for Engineering Services with Kimley-Horn and Associates in the amount of \$60,000 for the Midway Road Reconstruction Project; and
2. authorize the City Manager to execute Amendment No. 1 to the Agreement for Engineering Services.

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Haltom City, Texas this 9th day of March 2026, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

ATTEST:

Dr. An M. Truong, Mayor

Imelda B. Rodriguez, City Secretary

APPROVED AS TO FORM:

Wayne Olson, City Attorney

Attachments

[2026-03-09 KHA Amendment No 1-KHA Signed.pdf](#)

AMENDMENT NO. 1
TO THE AGREEMENT FOR ENGINEERING SERVICES
BETWEEN THE CITY OF HALTOM CITY AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE
MIDWAY ROAD RECONSTRUCTION PROJECT (DENTON HWY/US 377 TO SH 121)

STATE OF TEXAS §

COUNTY OF TARRANT §

WHEREAS, the City of Haltom City (CITY) and Kimley-Horn and Associates, Inc. (ENGINEER) made and entered into an Agreement for Engineering Services on the 2nd day of December, 2025 (AGREEMENT) for the purpose of designing the replacement of Midway Road between Denton Hwy/US 377 and SH 121 and its associated public water, sanitary sewer and drainage infrastructure (PROJECT); and

WHEREAS, it has become necessary to amend the AGREEMENT to include a revised scope of work.

NOW, THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants and agreements herein contained, agree to amend the AGREEMENT as follows:

Section VIII. Compensation is amended to increase the total payments in Paragraph B by \$60,000.00 such that the amount of the AGREEMENT shall be Two Million Two Hundred Sixty Thousand Dollars and 00/100 cents (\$2,260,000.00).

EXHIBIT B: Basic Engineering Services is amended to add the following:

Task 164: Water Line Design

- 164.3** The ENGINEER will design approximately 1,800 linear feet of 16" water line to provide a looped connection from the existing elevated storage tank to Midway Road, then north along Moneda Street (8" water line) to Wall Avenue and back to the elevated storage tank. The design includes incorporating the plan and profile sheets into the bidding package for the Midway Road Project.
- 164.4** The ENGINEER will perform a topographic survey of Moneda Street, Wall Street and from Midway to the elevated storage tank site along the existing access road (approximately 1,800 LF). The survey width will be approximately 50' and the ENGINEER will decide the location of the water line alignment with the CITY's input. The existing topography and visual appurtenances will be surveyed.

EXHIBIT C: Special Engineering Services, Section I: Surveying is amended to add the following:

C. SH 121 Bridge Area Survey

The ENGINEER will perform a topographic survey (drone optional) of the SH 121 bridge

(upstream and downstream) for purposes of preparing a Letter of Map Revision (LOMR) analysis and gathering data as required by the Federal Emergency Management Agency (FEMA). The ENGINEER will also survey up to twenty (20) cross sections between SH 121 to Thomas Road Bridge along Little Fossil Creek to include in the LOMR (up to 1,800 LF of creek).

EXHIBIT F: COMPENSATION is amended as follows:

I: Compensation, Paragraph A is amended to increase the compensation by \$60,000.00 such that all engineering services performed under the AGREEMENT shall not exceed Two Million Two Hundred Sixty Thousand Dollars and 00/100 cents (\$2,260,000.00).

I: Compensation, Paragraph B is amended such that the Midway Road Improvements Design Phase is increased by \$27,000.00 and the revised lump sum total for the work in this paragraph is \$1,842,000.00.

I: Compensation, Paragraph C is amended such that Design Surveys is increased by \$15,000.00 such that the revised lump sum total for Design Surveys is \$150,000.00.

I: Compensation, Paragraph C is amended such that a Drainage Study line item is added at a not to exceed cost of \$18,000.00.

The total increase to I: Compensation, Paragraph C is revised from \$385,000.00 to \$418,000.00.

All permitting, application, and similar project fees will be paid directly by the CITY. Should the CITY request ENGINEER to advance any such project fees on the CITY's behalf, an invoice for such fees, with a fifteen percent (15%) markup which will be immediately issued to and paid by the CITY.

All other terms and conditions in the AGREEMENT which are not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this AGREEMENT as of the Effective Date.

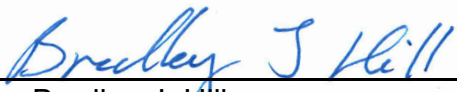
For City:

For ENGINEER:

CITY OF HALTOM CITY, TEXAS

KIMLEY-HORN AND ASSOCIATES., INC.

By: _____
Rex Phelps
City Manager

By:  _____
Bradley J. Hill
Regional Contract Lead

Date: _____

Date: February 23, 2026

Notice Address:

City of Haltom City
Attn: Rex Phelps, City Manager
4801 Haltom Road
Haltom City, TX 76117

With a copy to:

Autumn Permenter, P.E.
City Engineer
City of Haltom City – Public Works
4200 Hollis Street
Haltom City, TX 76111
[E: apermenter@haltomcitytx.com](mailto:apermenter@haltomcitytx.com)

Notice Address:

Kimley-Horn and Associates, Inc.
Attn: Misty Christian, P.E.
801 Cherry St, Suite 1300, Unit 11
Fort Worth, Texas 76102
[E: misty.christian@kimley-horn.com](mailto:misty.christian@kimley-horn.com)