CITY OF NORTH RICHLAND HILLS
CITY COUNCIL AGENDA
4301 CITY POINT DRIVE
NORTH RICHLAND HILLS, TX 76180
MONDAY, AUGUST 24, 2026

WORK SESSION: 5:30 PM

Held in the Council Workroom

CALL TO ORDER

1. Discuss items from regular City Council meeting.

2. Discuss amendments to the adopted 2024 International Codes

3. Discuss adoption of the 2024 International Property Maintenance Code and Amendments

4. Discuss legal guidelines for governmental involvement in bond election advocacy.

FUTURE AGENDA ITEM(S)

The purpose of this item is to allow the Mayor and Council members an opportunity to bring forward items they wish to discuss at a future work session. In accordance with the Texas Open Meetings Act, any discussion shall be limited to a proposal to place the item on a future agenda. The Council shall not vote, or take any action on the items during this meeting.

EXECUTIVE SESSION

The City Council may enter into closed Executive Session as authorized by Chapter 551, Texas Government Code. Executive Session may be held at the end of the Regular Session or at any time during the meeting that a need arises for the City Council to seek advice from the city attorney (551.071) as to the posted subject matter of this City Council meeting.

The City Council may confer privately with its attorney to seek legal advice on

any matter listed on the agenda or on any matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.

1. Section 551.071: Consultation with City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - (1) Jessie Goodfellow v. City of North Richland Hills, et al, Cause No. 352-366545-25; (2) Bank of the West v. G.Q. Enterprises Corp., et al, Cause No. 141-376075-26, (3) Amy Vore v. City of North Richland Hills, Cause No. 2026-008722-3, (4) Employment Law Claim, (5) Housing Finance Corporations; and (6) Data Center Regulations.
2. Section 551.074: Personnel Matters to deliberate the appointment, employment, and duties of public officers or employees - Municipal Court Judge.
3. Section 551.087: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development or deliberation of the offer of a financial or other incentive to such a business prospect (1) Northeast Corner of Boulevard 26 & Harwood Road, (2) Tract 6D01 John H Barlough Survey Abstract 130, (3) 5332 & 5336 Davis Boulevard, (4) 4517 Rufe Snow Drive; (5) 6504, 6508, 6512 Smithfield Road and 6517 Center Street.

REGULAR MEETING: Immediately following executive session (but no earlier than 7:00 p.m.)

Held in the City Hall Council Chambers

A. CALL TO ORDER

A.1 INVOCATION - COUNCIL MEMBER GOETZ

A.2 PLEDGE - COUNCIL MEMBER GOETZ

A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S)

A.4 PUBLIC COMMENTS

An opportunity for citizens to address the City Council on matters which are scheduled on this agenda for consideration by the City Council, but not scheduled as a public hearing. In order to address the City Council during public comments, a Public Meeting Appearance Form must be completed and presented to the City Secretary prior to the start of the City Council meeting.

A.5 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

B.1 Approve the minutes of the August 10, 2026 City Council meeting.

B.2 Authorize the City Manager to execute a renewal of the Northeast Tarrant Teen Court Interlocal Agreement with the cities of Watauga and Richland Hills, for the consolidated Teen Court Services Program.

B.3 Consider authorizing the City Manager to execute the fifteenth amendment to the Texas Anti-Gang (TAG) Center Administrator Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $201,461.00 for Kevin Scott McRory, TAG Center Administrator. Compensation for this position is funded through the TAG Grant.

B.4 Consider authorizing the City Manager to execute the eighteenth amendment to the Texas Anti-Gang (TAG) Center Analyst Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $104,681.20 for Rebecca Ciferri, TAG Center Analyst. Compensation for this position is funded through the TAG Grant.

B.5 Consider authorizing the City Manager to execute the seventh amendment to the Texas Anti-Gang (TAG) Center Analyst Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $98,863.70 for Jessica Mast, TAG Center Analyst. Compensation for this position is funded through the TAG Grant.

B.6 Consider Resolution No. 2026-050, authorizing the City Manager to execute Regional Asset Transfer Addendum B 24 with the City of Irving to transfer drone detection software and a shoot tank in an amount not to exceed $57,160.00 purchased by the City of North Richland Hills using TAG Grant #2848911 funds.

B.7 Authorize the City Manager to execute an amendment to the contract

with Halff Associates, Inc., increasing the total contract amount, not to exceed $140,050, to include the remaining planning phases and specialized assessments for the North Richland Hills Parks, Recreation, and Open Space Master Plan.

B.8 Authorize the City Manager, or designee, to enter into an interlocal agreement between the cities of North Richland Hills, Bedford, Euless, Grapevine, and Hurst for cooperative investigative, enforcement, and prevention efforts which are known and designated as the Mid-Cities Drug Task Force.

B.9 Consider Ordinance No. 3973, approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex division regarding the company's 2026 rate review mechanism filing.

C. PUBLIC HEARINGS

C.1 Public hearing on the Fiscal Year 2027 Proposed Operating and Capital Budget.

C.2 Public hearing on the Tax Year 2026 (Fiscal Year 2027) Proposed Tax Rate.

D. PLANNING AND DEVELOPMENT

E. PUBLIC WORKS

E.1 Award RFB 26-017 to Quality Excavation, LLC for construction of the Main Street Road Project (ST1102), from Smithfield Road to Davis Boulevard, in the amount of $4,030,707.39, including Alternate #1 and Alternate #2, and authorize the City Manager to execute the related construction agreement.

E.2 Consider the 2026 Preventive Street Maintenance Program

F. CITIZENS PRESENTATION

An opportunity for citizens to address the City Council on matters which are not on the agenda for consideration by the City Council. Citizens presentation is limited to items within the City's subject matter jurisdiction and may not discuss items pending before a Board or Commission. In order to address the City Council during citizens presentation, a Public Meeting Appearance Form must be completed and presented to the City Secretary prior to the start of the City Council meeting.

G. GENERAL ITEMS

G.1 Consider Ordinance No 3972, authorizing the issuance of Certificates of Obligation, Series 2026 in the amount of $3,000,000 for a Fire Engine and Ambulance.

G.2 Consider Amendment No. 2 to the Cooperative Purchase Customer Agreement with DataVox, Inc. to increase the spending authority by $721,728, for a cumulative amount not to exceed $1,431,578 through May 31, 2028, for the purchase of access control hardware, software, and related services utilizing The Interlocal Purchasing System (TIPS) Cooperative Agreement 230105.

G.3 Consider Resolution 2026-051, authorizing the recovery of credit and debit card processing costs through fees; establishing a maximum recovery amount of 5% of the transaction amount; authorizing the City Manager or designee to establish and implement the appropriate recovery method and amount for different departments, payment processors, and transaction types; providing for compliance with applicable laws; and providing an effective date.

H. EXECUTIVE SESSION ITEMS - CITY COUNCIL MAY TAKE ACTION ON ANY ITEM DISCUSSED IN EXECUTIVE SESSION LISTED ON WORK SESSION AGENDA

I. INFORMATION AND REPORTS - COUNCIL MEMBER ROBERTS

I.1 Announcements

J. ADJOURNMENT

Certification

I do hereby certify that the above notice of meeting of the North Richland Hills City Council was posted at City Hall, City of North Richland Hills, Texas in compliance with Chapter 551, Texas Government Code on Tuesday, August 18, 2026 by 5:00 PM.

_____

Alicia Richardson
City Secretary/Chief Governance Officer

TAXPAYER IMPACT STATEMENT: At this meeting the City Council will discuss the FY 2027 Proposed Budget. This budget is accessible at the City's website homepage at www.nrhtx.com. If the FY 2027 Proposed Budget is adopted as it is currently proposed, the median-valued homestead property in the City of North Richland Hills is estimated to receive a property tax bill of $1,445.13. If a balanced budget funded at the no-new-revenue tax rate were adopted instead, that same property would receive a property tax bill of $1,390.01. In the current fiscal year, the same property is estimated to have received a property tax bill of $1,383.63.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 817-427-6060 for further information.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Discuss items from regular City Council meeting.

PRESENTER: Paulette Hartman, City Manager

SUMMARY:

Provide the City Council with the opportunity to discuss any item on the regular agenda.

GENERAL DESCRIPTION:

The purpose of this standing item is to allow the City Council an opportunity to inquire about items that are posted for discussion and deliberation on the regular City Council agenda.

The City Council is encouraged to ask staff questions to clarify and/or provide additional information on items posted on the regular agenda or consent agenda.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Discuss amendments to the adopted 2024 International Codes

PRESENTER: Stefanie Martinez, Managing Director of Community Services

SUMMARY:

Since adoption of the 2024 International Codes earlier this year, staff has identified several issues that warrant correction. These include typographical errors, omitted references to cited codes, and unintended consequences arising from certain requirements adopted in February. In particular, some requirements related to the energy code are creating unnecessary burdens for development. Staff is therefore recommending amendments to the 2024 International Codes to correct these errors and remove the problematic requirements.

GENERAL DESCRIPTION:

The International Codes (I-Codes) are globally recognized model codes developed by construction industry professionals using the most current building science. They serve as the foundation for the City's building regulations and are adjusted through regional and local amendments to meet North Richland Hills' specific needs.

With the February adoption now in place, staff has identified areas requiring adjustment. Amending the 2024 International Codes at this time will resolve identified errors, address unintended impacts, and remove energy code requirements that are currently hindering development activity.

The proposed changes are as follows:

- Section 105.2 of the 2024 IRC. Delete the permit exemption for accessory structures regardless of size. We would not collect any permit fees for accessory structures that are less than 144 square feet. Also, amend item 5 to require roof permits for any repair that exceeds 3 squares.

- Section P3005.2.2 of the 2024 IRC. Amended to require a "city" cleanout at the property line/ROW line to sweep towards the sewer tap off the main.

- Section 105.2 of the 2024 IBC. Delete items 1 and 7 to match the 2024 IRC requirements.

- Section 502.1 of the 2024 IBC. Changed to match the 2024 IFC local amendment for address sizing.

- Section 202 of the 2024 IECC. Projection Factor definition added to definitions.

- Sections C405.13, C405.15, C406, and C502.3.7 of the 2024 IECC. Recommend deleting the sections. Added “Projection Factor” definition to the amendments.

- Section 708.1.2 of the 2024 IPC. Added section to require a cleanout near the property line/ROW line sweeping towards the sewer tap on the main.

- There are a few typo corrections that are proposed to be corrected.

CITY COUNCIL MEMORANDUM

FROM:	The Office of the City Manager **DATE:** August 24, 2026
SUBJECT:	Proposed Adoption of the 2024 International Property Maintenance Code
PRESENTER:	Stefanie Martinez, Managing Director of Community Development

SUMMARY:

Staff will present an overview of the proposed adoption of the International Property Maintenance Code and amendments. Staff will discuss how the adoption and amendments align with the City's broader effort to modernize building and property standards, including the proposed adoption of the International Property Maintenance Code (IPMC), which supports consistent, safety-focused facility requirements across multiple ordinance areas.

GENERAL DESCRIPTION:

Community Development, including both Building Inspections and Neighborhood Services, has completed a thorough review of the 2024 International Property Maintenance Code alongside the current North Richland Hills Code of Ordinances. This evaluation allowed staff to recommend adopting the 2024 IPMC in a way that aligns with established local standards and incorporates needed updates to strengthen consistency, safety, and enforceability across the City's property maintenance regulations.

During this work session, staff will outline the proposed ordinance revisions, explain the reasoning behind the recommended changes, and describe how adopting the IPMC will modernize and streamline the City's regulatory framework. Staff will also seek feedback from the Council before bringing the ordinance forward for formal consideration at a future meeting.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Discuss legal guidelines for governmental involvement in bond election advocacy.

PRESENTER: Bradley A. Anderle, City Attorney

SUMMARY:
The City Attorney will provide guidance for the legal limitations on the City's and the City Council's advocacy related to the November bond election.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Approve minutes of the August 10, 2026 City Council meeting.

PRESENTER: Alicia Richardson, City Secretary/Chief Governance Officer

SUMMARY:

The minutes are listed on the consent agenda and approved by majority vote of Council at the City Council meetings.

GENERAL DESCRIPTION:

The City Secretary's Office prepares action minutes for each City Council meeting. The minutes for the previous meeting are placed on the consent agenda for review and approval by the City Council, which contributes to a time-efficient meeting. Upon approval of the minutes, an electronic copy will be uploaded to the City's website.

RECOMMENDATION:

Approve minutes of the August 10, 2026 City Council meeting.

MINUTES OF THE WORK SESSION AND REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS
HELD IN THE CITY HALL 4301 CITY POINT DRIVE
AUGUST 10, 2026

WORK SESSION

The City Council of the City of North Richland Hills, Texas met in work session on the 10th day of August at 5:30 p.m. in the Council Workroom prior to the 7:00 p.m. regular City Council meeting.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Brianne Goetz	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7
Staff Members:	Paulette Hartman	City Manager
	Trudy Lewis	Assistant City Manager
	Caroline Waggoner	Assistant City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Cara L. White	City Attorney

CALL TO ORDER

Mayor McCarty called the meeting to order at 5:30 p.m.

1. DISCUSS ITEMS FROM REGULAR CITY COUNCIL MEETING.

City Council had no questions for staff.

2. DISCUSS COST RECOVERY RECOMMENDATIONS FOR CREDIT CARD PROCESSING FEES.

Director of Finance Stephen Barnes presented an analysis of credit card processing costs across city departments, noting that the city currently uses nine different payment processors with varying fee structures. The review identified the most appropriate cost-recovery method for each department, primarily recommending service fees or convenience fees depending on regulatory requirements and business operations. Total annual processing costs amount to $666,200, with approximately $74,400 remaining

unrecoverable due to limitations in certain systems or payment categories. The proposed approach establishes a maximum processing fee recovery of up to 5% per transaction, providing flexibility while allowing the City Manager or designee to adjust methods as needed. Customers may avoid paying processing fees by using electronic fund transfers (EFT). Comparable city data was shared showing varying fee practices across the region. Implementation of the cost recovery program is scheduled to begin October 1, following City Council consideration of the resolution and customer notification.

3. DISCUSS HEART OF NRH COMMUNITY APPRECIATION LUNCHEON.

City Manager Paulette Hartman provided an overview of the new Heart of NRH Community Awards, an expanded recognition program included in next year's budget. The program replaces the former Business Appreciation Lunch and broadens recognition to residents, volunteers, board and commission members, and local businesses who strengthen the North Richland Hills community. Four award categories were established: Citizen of the Year, Volunteer of the Year, Board & Commission Member of the Year, and Business of the Year. The timeline includes nominations closing on September 25 and committee selection by October 16. The inaugural Appreciation Luncheon and State of the City address will be held on December 3.

FUTURE AGENDA ITEM(S)

There were no requests from City Council for future agenda items.

EXECUTIVE SESSION

1. SECTION 551.071: CONSULTATION WITH CITY ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION OR ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT - (1) JESSIE GOODFELLOW V. CITY OF NORTH RICHLAND HILLS, ET AL, CAUSE NO. 352-366545-25; (2) BANK OF THE WEST V. G.Q. ENTERPRISES CORP., ET AL, CAUSE NO. 141-376075-26, (3) EMPLOYMENT LAW CLAIM, (4) HOUSING FINANCE CORPORATIONS; AND (5) DATA CENTER REGULATIONS.

2. **SECTION 551.087: DELIBERATION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT OR DELIBERATION OF THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO SUCH A BUSINESS PROSPECT (1) NORTHEAST CORNER OF BOULEVARD 26 & HARWOOD ROAD, (2) SOUTHWEST CORNER OF DAVIS BOULEVARD AND SMITHFIELD ROAD, (3) 8021 AND 8029 MAIN STREET, (4) 5330 & 5440 DAVIS BOULEVARD, (5) 4517 RUFE SNOW DRIVE AND (6) 9009 MID CITIES.**

Mayor McCarty announced at 6:10 p.m. that the City Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically, Section 551. 071: Consultation with City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - (1) Jessie Goodfellow v. City of North Richland Hills, et al, Cause No. 352-366545-25; (2) Bank of the West v. G.Q. Enterprises Corp., et al, Cause No. 141-376075-26, (3) Employment Law Claim, (4) Housing Finance Corporations; and (5) Data Center Regulations and Section 551. 087: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development or deliberation of the offer of a financial or other incentive to such a business prospect (1) Northeast Corner of Boulevard 26 & Harwood Road, (2) Southwest Corner of Davis Boulevard and Smithfield Road, (3) 8021 and 8029 Main Street, (4) 5330 & 5440 Davis Boulevard, (5) 4517 Rufe Snow Drive and (6) 9009 Mid Cities. Executive Session began at 6:15 p.m. and concluded at 6:52 p.m.

Mayor McCarty announced at 6:52 p.m. that City Council would convene to the regular City Council meeting.

REGULAR MEETING

A. CALL TO ORDER

Mayor McCarty called the meeting to order August 10, 2026 at 7:00 p.m.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1

	Brianne Goetz	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7
Staff Members:	Paulette Hartman	City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Cara L. White	City Attorney

A.1 INVOCATION

Council member Delaney gave the invocation.

A.2 PLEDGE

Mayor McCarty led the Pledge of Allegiance to the United States and Texas flags.

A.3 SPECIAL PRESENTATION(S) AND RECOGNITION(S)

There were no items for this category.

A.4 PUBLIC COMMENTS

There were no requests to speak from the public.

A.5 REMOVAL OF ITEM(S) FROM CONSENT AGENDA

No items were removed from the consent agenda.

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

APPROVED

A MOTION WAS MADE BY COUNCIL MEMBER GOETZ, SECONDED BY COUNCIL MEMBER MITCHELL TO APPROVE THE CONSENT AGENDA ITEMS, AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

B.1 APPROVE THE MINUTES OF THE JULY 27, 2026 CITY COUNCIL MEETING.

B.2 AUTHORIZE THE CITY MANAGER TO RENEW AN INTERLOCAL AGREEMENT WITH THE TARRANT COUNTY FIRE MARSHAL'S OFFICE FOR FIRE AND EXPLOSION INVESTIGATIONS.

B.3 CONSIDER RESOLUTION 2026-049, APPOINTING JERRY TYNER TO THE KEEP NORTH RICHLAND HILLS BEAUTIFUL COMMISSION, PLACE 5 TO FULFILL THE REMAINDER OF THE UNEXPIRED TERM ENDING JUNE 30, 2027.

C. PUBLIC HEARINGS

C.1 ZC26-0170, ORDINANCE NO. 3967, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM CITADEL DEVELOPMENT GROUP FOR A SPECIAL USE PERMIT FOR A QUICK SERVICE RESTAURANT AT 6051 PRECINCT LINE ROAD, BEING 0.6741 ACRES DESCRIBED AS LOT 1R2, BLOCK 1, NORTHEAST CROSSING ADDITION.

APPROVED

Mayor McCarty opened the public hearing for ZC26-0170, Ordinance No. 3967.

Principal Planner Clayton Husband informed City Council the applicant is requesting a special use permit for 0.6741 acres located at 6051 Precinct Line Road. The area is designated on the Comprehensive Land Use Plan as retail commercial and the current zoning is C-2, commercial. Mr. Husband provided site photos of the property.

Applicant Howard Castleberry, Citadel Development Group, 105 Applewood Road, Cedar Spring, Texas was available to answer questions.

Mr. Husband presented staff's report. The Planning and Zoning Commission, at their July 16, 2026 meeting, recommended approval with a vote of 7-0.

There being no forms submitted, Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. There being no one wishing to speak, Mayor McCarty closed the public hearing.

A MOTION WAS MADE BY COUNCIL MEMBER PARKS, SECONDED BY MAYOR PRO TEM DEUPREE TO APPROVE ORDINANCE NO. 3967.

MOTION TO APPROVE CARRIED 7-0.

C.2 ZC26-0169, ORDINANCE NO. 3968, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM RAA REAL ESTATE INVESTING LLC FOR A SPECIAL USE PERMIT FOR A SECONDARY LIVING UNIT AT 8459 SHADY GROVE ROAD, BEING 1.319 ACRES DESCRIBED AS LOT 1, BLOCK 1, MERRITT ADDITION.

APPROVED

Mayor McCarty opened the public hearing for ZC26-0169 Ordinance No. 3968.

Principal Planner Clayton Husband informed City Council the applicant is requesting a special use permit for 1.319 acres located at 8459 Shady Grove Road. The area is designated on the Comprehensive Land Use Plan as low density residential and the current zoning is R-2, single-family residential. Mr. Husband provided site photos of the property.

Applicant Santos Catalan, 3030 Canton Street, Suite 130, Dallas, Texas presented the request for construction of a detached garage with a guest suite located at the rear of the property.

Mr. Husband presented staff's report. The Planning and Zoning Commission, at their July 16, 2026 meeting, recommended approval with a vote of 7-0.

There being no forms submitted, Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. There being no one wishing to speak, Mayor McCarty closed the public hearing.

A MOTION WAS MADE BY COUNCIL MEMBER ROBERTS, SECONDED BY COUNCIL MEMBER BLAKE TO APPROVE ORDINANCE NO. 3968.

MOTION TO APPROVE CARRIED 7-0.

C.3 ZC26-0160, ORDINANCE NO. 3969, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM SANDLIN HOMES LLC FOR A ZONING CHANGE FROM AG (AGRICULTURAL), R-2 (SINGLE-FAMILY RESIDENTIAL), R-3 (SINGLE-FAMILY RESIDENTIAL), AND C-2 (COMMERCIAL) TO RI-PD (RESIDENTIAL INFILL PLANNED DEVELOPMENT) AT 6803, 6809, 6813, 6821, AND 6825 SMITHFIELD ROAD, AND 6744, 6746, 6748, AND 6800 HEWITT STREET, BEING 7.494 ACRES DESCRIBED AS TRACTS 2B, 2E, 3B, 3B1, AND 3A1B, MCCOMAS SURVEY, ABSTRACT 1040; LOTS 1R AND 2, BLOCK 4, MOLLIE B COLLINS ADDITION; LOT 1, BLOCK 1, MIRANDA ADDITION; AND A PORTION OF LOT 1, BLOCK 1, BUZAN ADDITION.

APPROVED

Mayor McCarty opened the public hearing for ZC26-0160, Ordinance No. 3969.

Director of Planning Cori Reaume informed City Council the applicant is requesting a

zoning change for 7.494 acres located at 6800 block of Smithfield Road. The area is designated on the Comprehensive Land Use Plan as low density residential and the current zoning for the property is AG, agricultural; R-2, single-family residential; R-3 single-family residential; and C-2, commercial. Ms. Reaume provided site photos of the property.

Applicant Scott Sandlin, 5137 Davis Boulevard and Lead Project Manager Jody Boyd, 180 State Street, Southlake, Texas, outlined the proposed development and addressed concerns - neighborhood fit, garage setbacks, trees, traffic, schools, and utilities and drainage expressed at the Planning and Zoning Commission public hearing.

Ms. Reaume presented staff's report and reviewed changes from the applicant's original proposal: 33 single-family lots; increased minimum lot size from 5,743 to 7,000; average lot size increased from 7,577 square feet to 8,109 square feet; lot widths for the westernmost lots increased from 50' to over 60' wide; location for possible drainage easement location was identified on the north side of Terrace Drive, should the City determine that to be necessary during civil plan review; building line increased from 20' to 25' on about half of lots; applicant has agreed to continue the sidewalk connection, assuming adequate right-of-way is obtained by the City, from the end of the development down to the crossing at Cortland, including installation of the curb ramp on the north side of Cortland. The Planning and Zoning Commission, at their June 18, 2026 meeting, recommended denial with a vote of 7-0. Staff recommends approval of Ordinance No. 3969.

Mayor McCarty asked the City Secretary to call on those who completed a public meeting appearance form to speak during the public hearing. The following individuals spoke during the public hearing: James Morgan, 7601 Frankie B. Street (opposition); Tommy Falcone, 6805 Smithfield Road (support); Cynthia Wallace, 6909 Meadow Creek Road (support); David Wallace, 6909 Meadow Creek Road (support); David Crumpler, 7521 Frankie B. Street, (opposition); Steve Preskenis, 7700 Buck Street (opposition); Mark Wood, 6617 Precinct Line Road, Suite 200 (support); JR McCumber, 6709 Hewitt Street (opposition); Bill Falls, 6804 Hewitt Street (opposition); and EJ Campbell, 7717 Buck Street (opposition). Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. Gary Harston, 6721 Hewitt Street (support) and Antonio Miranda (address not provided).

The following individuals did not speak during the public hearing but asked that their support be recorded: Tracy Davis, 6717 Gewitt Street (opposition); Janice Daw, 7600 Frankie B. Street (opposition); Scott and Patricia Geyer, 7825 Odell Street (opposition); Regena Morrison, 7825 Cortland Drive (support); Tracy Preskenis, 7700 Buck Street (opposition); and Tammy Wilson, 7609 Buck Street (opposition).

There being no one else wishing to speak, Mayor McCarty closed the public hearing.

City Council and staff discussed drainage; traffic and estimated volume of vehicles at pickup; condition of Smithfield Road; increase of fence height from 6' to 8'; United States Postal Service requirement for cluster mailboxes; developer's additional neighborhood meeting after action by the Planning and Zoning Commission; location of electrical equipment; purpose of the comprehensive land use plan; land uses; and the upcoming Legislative Session.

A MOTION WAS MADE BY COUNCIL MEMBER GOETZ, SECONDED BY COUNCIL MEMBER BLAKE TO APPROVE ZC26-0160, WITH THE STIPULATION THE FENCE HEIGHT BE INCREASED FROM 6' TO 8' ALONG CORTLAND.

MOTION TO APPROVE CARRIED 7-0.

C.4 CONDUCT PUBLIC HEARING AND APPROVE ORDINANCE NO. 3970, APPROVING THE 2026 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING THE ASSESSMENT ROLLS, FOR THE CITY POINT PUBLIC IMPROVEMENT DISTRICT

APPROVED

Mayor McCarty opened the public hearing for Ordinance No. 3970.

City Council received a presentation from Director of Economic Development Craig Hulse.

There being no forms submitted, Mayor McCarty asked if there was anyone in the audience wishing to speak in favor or against the item to come forward. There being no one wishing to speak, Mayor McCarty closed the public hearing.

A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER MITCHELL TO APPROVE ORDINANCE NO. 3970.

MOTION TO APPROVE CARRIED 7-0.

D. PLANNING AND DEVELOPMENT

D.1 ORDINANCE NO. 3971, CONSIDERATION OF A REQUEST FROM GEORGE GOMIASHVILI FOR A VARIANCE TO THE DISTANCE REQUIREMENTS FOR THE SALE OF ALCOHOL FOR ON-PREMISE CONSUMPTION AT 6305 PRECINCT LINE ROAD, BEING 1.232 ACRES DESCRIBED AS LOT 1R, BLOCK 2, THOMPSON PARK ESTATES.

APPROVED

Principal Planner Clayton Husband informed City Council the applicant is requesting a variance for 1.232 acres located at 6305 Precinct Line Road. Mr. Husband provided site photos of the property.

Applicant George Gomiashvili, Citizens NRH Joint Venture, informed City Council the request is for a variance to the distance requirements for the sale of beer and wine for on-premise consumption.

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER DELANEY TO APPROVE ORDINANCE NO. 3971.

MOTION TO APPROVE CARRIED 6-1; WITH COUNCIL MEMBER ROBERTS VOTING AGAINST.

E. PUBLIC WORKS

There were no items for this category.

F. CITIZENS PRESENTATION

Barbara Brewer, 12390 Dogwood Springs Drive, Fort Worth, Texas, commented on the traffic at College Circle and Terry Drive.

G. GENERAL ITEMS

G.1 CONSIDER AND APPROVE RESOLUTION NO. 2026-048, CALLING A BOND ELECTION TO BE HELD NOVEMBER 3, 2026, FOR RECONSTRUCTION OF FIRE STATIONS 2 AND 3, STREET REHABILITATION AND RECONSTRUCTION, RECONSTRUCTION AND EXPANSION OF THE NRH CITY SERVICES COMPLEX, AND IMPROVEMENTS TO THE LIBRARY IN AN AMOUNT NOT TO EXCEED $145,970,000.00.

APPROVED

Assistant City Manager Trudy Lewis provided an overview of the resolution calling the November 3, 2026 Special Election. The ballot includes four separate propositions totaling $145,970,000 as recommended by the Capital Program Advisory Committee. Each proposition will appear individually on the ballot and will carry the required statement “THIS IS A TAX INCREASE.”

Proposition A will read: “The issuance of $26,300,000 general obligation bonds for Fire

Station No. 2 and Fire Station No. 3, the acquisition of real property necessary or incidental for such purpose, and the imposition of a tax sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements."

Proposition B will read: "The issuance of $84,260,000 general obligation bonds for streets, roads, sidewalks, and other public ways, the acquisition of real property necessary or incidental for such purpose, and the imposition of a tax sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements."

Proposition C will read: "The issuance of $24,700,000 general obligation bonds for the City's services complex for public works, parks, and fleet maintenance, including the demolition or removal of any existing buildings and facilities necessary therefor or related thereto, and the imposition of a tax sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements."

Proposition D will read: "The issuance of $10,710,000 general obligation bonds for the City Library and the imposition of a tax sufficient to pay the principal of and interest on the bonds and the cost of any credit agreements."

A MOTION WAS MADE BY COUNCIL MEMBER ROBERTS, SECONDED BY COUNCIL MEMBER PARKS TO APPROVE RESOLUTION NO. 2026-048.

MOTION TO APPROVE CARRIED 7-0.

G.2 ACTION SETTING THE PROPOSED TAX RATE, SETTING AUGUST 24, 2026 AND SEPTEMBER 14, 2026 AS DATES FOR PUBLIC HEARINGS, AND PLACING ADOPTION OF THE TAX RATE AS AN ACTION ITEM ON THE SEPTEMBER 14, 2026 CITY COUNCIL MEETING AGENDA.

APPROVED

City Council received presentation from Director of Budget and Research Chase Fosse.

A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER GOETZ TO SET THE PROPOSED TAX RATE OF 55.5144 CENTS PER $100 OF VALUATION, SET AUGUST 24TH AND SEPTEMBER 14TH, 2026, AS THE DATES OF THE PUBLIC HEARINGS, AND PLACE ADOPTION OF THE TAX RATE ON THE SEPTEMBER 14TH, 2026, CITY COUNCIL MEETING AGENDA.

MOTION TO APPROVE CARRIED 7-0.

G.3 ACTION SETTING AUGUST 24, 2026 AND SEPTEMBER 14, 2026 AS DATES FOR PUBLIC HEARINGS ON THE FY 2027 PROPOSED BUDGET, AND PLACING ADOPTION OF THE FY 2027 BUDGET AS AN ACTION ITEM ON THE SEPTEMBER 14, 2026 CITY COUNCIL MEETING AGENDA.

APPROVED

City Council received presentation from Director of Budget and Research Chase Fosse.

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER BLAKE TO SET AUGUST 24, 2026 AND SEPTEMBER 14, 2026 AS DATES FOR PUBLIC HEARINGS ON THE FY 2027 PROPOSED BUDGET, AND PLACING ADOPTION OF THE FY 2027 BUDGET AS AN ACTION ITEM ON THE SEPTEMBER 14, 2026 CITY COUNCIL MEETING AGENDA.

MOTION TO APPROVE CARRIED 7-0.

H. EXECUTIVE SESSION ITEMS

APPROVED

Mayor McCarty announced there was action necessary as the result of discussion in Executive Session pursuant to Section 551.087: Deliberation regarding economic development negotiations for 9009 Mid Cities Boulevard.

A MOTION WAS MADE BY COUNCIL MEMBER DELANEY, SECONDED BY MAYOR PRO TEM DEUPREE TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS WITH BERRY CREEK CROSSING, LLC, A LOUISIANA LLC, RELATED TO THE PROPERTY AT 9009 MID CITIES BOULEVARD AS DISCUSSED IN EXECUTIVE SESSION.

MOTION TO APPROVE CARRIED 7-0.

I. INFORMATION AND REPORTS

I.1 ANNOUNCEMENTS

Council member Goetz reviewed upcoming events and recognized Courtney Kincaid, Marcy Tannahill and Kori Talfa at the library for receiving kudos from members of the public.

J. ADJOURNMENT

Mayor McCarty adjourned the meeting at 9:43 p.m.

_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24,2026

SUBJECT: Authorize the City Manager to execute a renewal of the Northeast Tarrant Teen Court Interlocal Agreement with the cities of Watauga and Richland Hills, for the consolidated Teen Court Services Program.

PRESENTER: Rafael Martinez, Teen Court Coordinator

SUMMARY:

Attached is the renewal of the interlocal agreement for consolidated Teen Court Services in NETTC (Northeast Tarrant Teen Court) for the cities of North Richland Hills, Watauga and Richland Hills. The agreement is for a one-year period with the option to extend for one additional year.

GENERAL DESCRIPTION:

The City of North Richland Hills has partnered with the City of Watauga since 2010, and the City of Richland Hills since 2013, to operate the Northeast Tarrant Teen Court (NETTC) program. This tri-city partnership provides a specialized network of support services and agencies designed to reduce youth recidivism across our communities.

Following staff outreach and the distribution of updated cost estimates, all participating cities have agreed to continue the partnership. The program expenses will be shared proportionally based on the number of participants from each city, with an anticipated caseload of approximately 310 cases for FY26.

Additionally, the NETTC program is fully structured to adhere to the state-mandated Youth Diversion program that took effect on January 1, 2025. This renewal continues to allow each participating municipal court to seamlessly integrate the Youth Diversion mandate into their existing operating plans, ensuring full state compliance while maintaining effective local services.

Staff extends its gratitude to the City Council for their ongoing support, as well as to the dedicated volunteers and board members who make this program possible.

RECOMMENDATION:

Authorize the City Manager to execute a renewal of the Northeast Tarrant Teen Court Interlocal Agreement with the cities of Watauga and Richland Hills, for the consolidated Teen Court Services Program.

STATE OF TEXAS §

§ **INTERLOCAL AGREEMENT**

COUNTY OF TARRANT §

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and effective on this the 1st day of October, 2026 (the "Effective Date"), by and between the City of North Richland Hills, Texas ("North Richland Hills"), the City of Watauga, Texas ("Watauga"), and the City of Richland Hills, Texas ("Richland Hills"), all being municipal corporations of the State of Texas, (hereafter referred to collectively as "Cities" or "Parties," or each individually as a "Party" or a "City"). The Parties are acting herein under the authority and pursuant to the terms of Chapter 791, INTERLOCAL COOPERATION CONTRACTS, Texas Government Code, for the purpose of establishing the terms under which a Teen Court program will be established and funded.

W I T N E S S E T H:

WHEREAS, North Richland Hills has a Teen Court program established and operating in accordance with the Texas Code of Criminal Procedure, Article 45.052, and Watauga and Richland Hills desire to make this program available to the residents of their respective Cities; and

WHEREAS, the Cities find that the terms and conditions set out herein for the operation of a Teen Court for the Parties hereto is equitable and will provide benefits to each.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing to each of the Parties hereto, and other good and valuable consideration, the Cities do hereby contract and agree as follows:

SECTION 1. The Teen Court is a volunteer program which allows juvenile misdemeanor offenders an alternative to the criminal justice system by allowing them to assume responsibility for their own actions through involvement in the judicial process and community service in order for their offenses to not be recorded as a conviction on their driving record. Bringing juvenile offenders before a jury of their peers and to the community for constructive punishment will provide the juveniles with an understanding of the judicial system and a realization of their roles and responsibilities in the community.

SECTION 2. The community of each City will benefit from this interaction in that, through Teen Court, the community is afforded a unique opportunity to become involved in the education of juvenile offenders and will benefit from the community services provided to the community by the juvenile offenders.

SECTION 3. North Richland Hills shall provide a court facility available for holding Teen Court on Monday nights, a Judge and Bailiff for all weekly sessions, a Teen Court Clerk to assist in administering and coordinating the activities of the Teen Court program, and office space for the Teen Court Clerk. The Teen Court Clerk will work under the supervision of the North Richland Hills Case Manager, who shall be responsible for data tracking for statistical reporting purposes. The scope of responsibilities of the Teen Court staff shall be established by North Richland Hills.

SECTION 4. Watauga and Richland Hills agree to provide a Teen Court Board Member and Teen Court Judge to add in the rotation of scheduling with North Richland Hills Board Members and Teen Court Judges.

SECTION 5. The Cities agree that the Teen Court Clerk, Juvenile Case Manager, and Bailiff provided under the Teen Court program are employees of North Richland Hills and Watauga and Richland Hills shall have no obligation to such employees for salaries or benefits. Watauga and Richland Hills shall reimburse North Richland Hills the amounts set forth in this Section to offset the costs incurred by North Richland Hills for the operation of the Teen Court program. Such costs shall be in the collective amount of $23,262 for the year beginning October 1, 2026. Watauga agrees to pay seventy-one percent (71%) or $16,501, and Richland Hills agrees to pay twenty-nine percent (29%) or $6,761. Each City shall make respective payments from current revenues available to the paying City. In the event no funds or insufficient funds are appropriated by the Cities in any fiscal period to fund the Teen Court program, such City will notify the others of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the other Cities of any kind whatsoever.

SECTION 6. North Richland Hills has an existing Teen Court Advisory Board ("Board") in its jurisdiction appointed by the City Council. Watauga and Richland Hills shall have the right to appoint one (1) additional member to the Board.

SECTION 7. This Agreement shall be for the initial period beginning October 1, 2026, and ending September 30, 2027, upon execution of hereof by all Parties hereto, with the option to renew for one (1) additional year.

SECTION 8. Any Party hereto may terminate its participation in this Agreement without recourse or liability upon thirty (30) days written notice to the other Parties. Should either of the other Parties terminate their participation, North Richland Hills may terminate this Agreement or renegotiate with the remaining Parties.

SECTION 9. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when it is (1) hand-delivered to the other Party; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

City of Watauga
7105 Whitley Road
Watauga, Texas 76148

City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

SECTION 10. The Cities and their officers, agents, and employees agree that they shall treat all information provided to it in performance of this Agreement as confidential and shall not

disclose any such information to a third party without the prior written approval of the other Party. Each Party acknowledges that the other is subject to the Texas Public Information Act. If a City receives a request for information provided by another City, it shall notify and allow the City the opportunity to object to the release in accordance with applicable Texas laws and procedures.

SECTION 11. North Richland Hills shall store and maintain information provided to it in a secure manner and shall not allow unauthorized users to access, modify, delete, or otherwise corrupt the Cities' information in any way. North Richland Hills shall notify the Cities immediately if the security or integrity of any information has been compromised or it is believed to have been compromised, in which event, North Richland Hills shall, in good faith, use all commercially reasonable efforts to cooperate with the Cities in identifying what information has been accessed by unauthorized means and shall fully cooperate with the Cities to protect such information from further unauthorized disclosure.

SECTION 12. By execution of this Agreement, each Party represents to the other that: in performing its duties and obligations hereunder, it will be carrying out one (1) or more governmental functions or services which it is authorized to perform, the undersigned officer or agent of the Party has been properly authorized by that Party's governing body to execute this Agreement, and that any necessary resolutions extending such authority have been duly passed and are now in effect.

SECTION 13. Each City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of the Cities.

SECTION 14. This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, exclusive venue shall lie in Tarrant County, Texas, and its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

SECTION 15. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

SECTION 16. No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

SECTION 17. This Agreement contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

SECTION 18. This Agreement is made and entered into for the purpose of furthering the Parties' lawful purposes and goals and is not intended to create or vest in any third party any right or obligation. The Cities have the exclusive right to enforce this Agreement and no other party may bring suit, as third-party beneficiary or otherwise, to enforce any portion or all of this Agreement.

SECTION 19. The Parties, in the execution, performance, or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will the Parties permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

SECTION 20. This Agreement is made pursuant to Chapter 791, Texas Government Code. It is agreed that in the execution of this Agreement, no Party waives any immunity or defense that would otherwise be available to it, against claims arising from the exercise of governmental powers and functions.

SIGNED AND EXECUTED this the_____day of_____, A.D., 2026, at Tarrant County, Texas.

CITY OF NORTH RICHLAND HILLS:

BY:_____
Paulette Hartman, City Manager

ATTEST:

_____
Alicia Richardson, City Secretary/Chief Governance Officer

(City Seal)

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley A. Anderle, City Attorney

SIGNED AND EXECUTED this the_____day of_____, A.D., 2026, at Tarrant County, Texas.

CITY OF WATAUGA, TEXAS:

BY: _____
City Manager, Sandra Gibson

ATTEST:

_____
City Secretary, Linda Proskey

(City Seal)

APPROVED AS TO FORM AND LEGALITY:

_____
David Berman - City Attorney

SIGNED AND EXECUTED this the_____day of_____, A.D., 2026, at Tarrant County, Texas.

CITY OF RICHLAND HILLS, TEXAS:

BY: _____
Jason Moore, City Manager

ATTEST:

_____
Lisa Boyd, City Secretary

(City Seal)

APPROVED AS TO FORM AND LEGALITY:

_____
Elizabeth Yelverton, City Attorney

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider authorizing the City Manager to execute the fifteenth amendment to the Texas Anti-Gang (TAG) Center Administrator Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $201,461.00 for Kevin Scott McRory, TAG Center Administrator. Compensation for this position is funded through the TAG Grant.

PRESENTER: Jeff Garner, Chief of Police

Summary:
As a part of the Texas Anti-Gang Program (TAG) grant awarded to the City of North Richland Hills (NRH), an administrator position is authorized to oversee the operational aspects of the TAG Center. The FY 2027 TAG Grant #2848912 budget, effective September 1, 2026, includes compensation for the TAG Center Administrator equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5 for the period of September 1, 2026 – December 31, 2026, and the 2027 Dallas-Fort Worth Locality Pay GS 14-5 for the period of January 1, 2027 – August 31, 2027, to include 30% fringe rate at the annual rate of compensation to $201,461.00.

General Description:
Pursuant to the FY 2027 grant 2848912 award for the TAG Center by the Office of the Governor, the City of North Richland Hills as the grant fiduciary is charged with conducting transactions for the grant on behalf of the TAG Center. As such, effective September 1, 2026, the annual rate of compensation for the services rendered by the TAG Center Administrator is $201,461.00, rendered in equal installments of $16,788.42 plus a $75 per month cell phone allowance.

Recommendation:
Authorize the City Manager to execute the fifteenth amendment to the Texas Anti-Gang (TAG) Center Administrator Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $201,461.00 for Kevin Scott McRory, TAG Center Administrator. Compensation for this position is funded through the TAG Grant.

FIFTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY27 Texas Anti-Gang Program (TAG) Grant #2848912 budget, effective September 1, 2026, includes compensation for services equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5, September 1, 2026 – December 31, 2026, to include 30% fringe and the 2027 Dallas-Fort Worth Locality Pay GS Grade 14-5, January 1, 2027 – August 31, 2027, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2026, the City shall pay the TAG Center Administrator **$201,461.00** annually, equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of **$16,788.42**, plus **$75.00** per month cell phone allowance. Equal installments of **$16,863.42** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of August 2026, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date:_____

APPROVED AS TO FORM:

By:_____
Bradley A. Anderle, City Attorney

Date:_____

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date:_____

By: _____
Texas Anti-Gang Center Administrator

Print Name_____

Date:_____

DUPLICATE ORIGINAL

FOURTEENTH AMENDMENT TO TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-5, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5, January 1, 2026 – August 31, 2026, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2026, the City shall pay the TAG Center Administrator **$201,461.00** annually, equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of **$16,788.42**, plus **$75.00** per month cell phone allowance. Equal installments of **$16,863.42** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of February 2026, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 2/9/24

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name Kevin Scott McRory

Date: 12/23/2025

APPROVED AS TO FORM:

By: _____
Bradley A. Anderle, City Attorney

Date: 2/9/2026

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 2/10/2026

NRH Council Action (Y) N

Date Approved 2·9·2026

Agenda No. B.5

Ord / Res No. _____

DUPLICATE
ORIGINAL

THIRTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-5, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 14-5, January 1, 2026 – August 31, 2026, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2025, the City shall pay the TAG Center Administrator **$199,461.60** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-5 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of **$16,621.80**, plus **$75.00** per month cell phone allowance. Equal installments of **$16,696.80** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of August 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 8/27/25

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name Kevin Scott McRory

Date: 08/01/2025

APPROVED AS TO FORM:

By: _____
Bradley A. Anderle, City Attorney

Date: 8/25/25

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/28/2025

NRH Council Action (Y) N

Date Approved 8.25.2025

Agenda No. B.3

Ord / Res No. _____

DUPLICATE ORIGINAL

TWELFTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2025 – August 31, 2025, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2025, the City shall pay the TAG Center Administrator **$193,596.00** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of **$16,133.00**, plus **$75.00** per month cell phone allowance. Equal installments of **$16,208.00** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of January 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 1/29/25

By: K. Scott McRory
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 12/30/2024

APPROVED AS TO FORM:

By: _____
Bradley Anderle, City Attorney

Date: 1/27/25

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 1/29/2025

NRH Council Action (Y) / N
Date Approved 1.27.2025
Agenda No. B.2
Ord / Res No. _____

DUPLICATE ORIGINAL

ELEVENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2025 – August 31, 2025, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2024, the City shall pay the TAG Center Administrator **$189,837.70** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of **$15,819.80**, plus **$75.00** per month cell phone allowance. Equal installments of **$15,894.80** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of August 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 8/16/24

By: _____
Texas Anti-Gang Center Administrator

Print Name KEVIN SCOTT MCRORY

Date: 07/18/2024

APPROVED AS TO FORM:

By: _____
Cara Leahy White
Interium City Attorney

Date: _____

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/20/2024

NRH Council Action (Y) N

Date Approved 8.12.2024

Agenda No. B.4

Ord / Res No. _____

TENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

DUPLICATE ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2024 – August 31, 2024, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2024, the City shall pay the TAG Center Administrator **$189,837.70** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of **$15,819.80**, plus $75.00 per month cell phone allowance. Equal installments of **$15,894.80** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of January 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 1/23/2024

By: K Scott McRory
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 12/29/2023

APPROVED AS TO FORM:

By:
Maleshia B. McGinnis, City Attorney

Date: 1/23/24

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 1/24/2024

NRH Council Action (Y)/ N

Date Approved: 1/22/2024

Agenda No. B.4

Ord / Res No.

NINTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

DUPLICATE ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-4, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 14-4, January 1, 2024 – August 31, 2024, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2023, the City shall pay the TAG Center Administrator $180,541.40 annually, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-4 to include 30% fringe, prorated for 4 months. The City shall pay the TAG Center Administrator monthly payments of $15,045.12, plus $75.00 per month cell phone allowance. Equal installments of $15,120.12 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of August 2023, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 8/30/2023

By: K Scott
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 08/09/2023

APPROVED AS TO FORM:

By:
Maleshia B. McGinnis, City Attorney

Date: 8/29/23

ATTEST:

By:
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/30/2023

NRH Council Action Y / N

Date Approved 8/28/23

Agenda No. B.5

Ord / Res No.

City Secretary Office
Official Record Copy

EIGHTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848908 budget, effective September 1, 2022, includes compensation equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2022 – December 31, 2022, to include 30% fringe and the 2023 Dallas-Fort Locality Pay GS 14-3, January 1, 2023 – August 31, 2023, to include 30% fringe, for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement is hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2023, the City shall pay the TAG Center Administrator $171,607.12 annually, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe, pro-rated for eight months. The City shall pay the TAG Center Administrator monthly payments of $14,300.59, plus $75.00 per month cell phone allowance. Equal installments of $14,375.59 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

City Secretary Offi
Official Record Co

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of January, 2023, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 01-12-2023

By: K Scott McRory
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 12/16/2022

APPROVED AS TO FORM:

By: M Brad Ms
Maleshia McGinnis, City Attorney

Date: 1/11/23

ATTEST:

By: Traci Henderson
Traci Henderson
Assistant City Secretary

Date: 1-12-2023

NRH Council Action (Y) / N

Date Approved: 01/09/2023

Agenda No. B.7

Ord / Res No. _____

DUPLICATE
ORIGINAL

SEVENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848908 budget, effective September 1, 2022, includes compensation equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2022 – August 31, 2023, to include 30% fringe for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2022, the City shall pay the TAG Center Administrator $167,257.83 annually, equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe. The City shall pay the TAG Center Administrator monthly payments of $13,938.15, plus $75.00 per month cell phone allowance. Equal installments of $14,013.15 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of August 2022, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: August 24, 2022

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney

Date: August 24, 2022

ATTEST:

By:
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: August 24, 2022

By:
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 07/25/2022

PASSED Council Action: (Y)

Date Approved: 8-22-2022

Agenda #: B.5

Ord / Res #:

SIXTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848907 budget, effective September 1, 2021, includes a compensation increase equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2021 - December 31, 2021, and the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, January 1, 2022 - August 31, 2022, to include 30% fringe for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2022, the City shall pay the TAG Center Administrator $167,257.83 annually, equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of $13,938.15, plus $75.00 per month cell phone allowance. Equal installments of $14,013.15 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 10th day of January 2022, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: January 12, 2022

By: K S M
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 01/04/2022

APPROVED AS TO FORM:

By: Maleshia McGinnis
Maleshia McGinnis, City Attorney

Date: 1/11/22

ATTEST:

By: Traci Henderson
Traci Henderson
Assistant City Secretary

Date: January 12, 2022

CITY OF NORTH RICHLAND HILLS TEXAS

Council Action: Y, 4

Date Approved: 1-10-2022

Agenda No: B4

Ord / Res No: —

FIFTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848907 budget, effective September 1, 2021, includes a compensation increase equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-3, September 1, 2021 - December 31, 2021, and the 2022 Dallas-Fort Worth Locality Pay GS Grade 14-3, January 1, 2022 - August 31, 2022, to include 30% fringe for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2021, the City shall pay the TAG Center Administrator $162,745.70 annually, equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-3 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of $13,562.14, plus $75.00 per month cell phone allowance. Equal installments of $13,637.14 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of September, 2021, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: September 16, 2021

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney

Date: 9/15/21

ATTEST:

By:
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: September 16, 2021

By: K Scott McRory
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 08/10/2021

NRH Council Action Y / N

Date Approved: 9-13-2021

Agenda No. B.7

Ord / Res No. —

DUPLICATE ORIGINAL

FOURTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY21 Texas Anti-Gang Program (TAG) Grant #2848906 budget, effective September 1, 2020, includes a compensation increase equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 14-2, September 1, 2020 - December 31, 2020, and the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-2, January 1, - August 31, 2021, to include 30% fringe for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2021, the City shall pay the TAG Center Administrator $157,660.10 annually, equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 14-2 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Administrator monthly payments of $13,138.34, plus $75.00 per month cell phone allowance. Equal installments of $13,213.34 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 8th day of February 2021, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: February 22, 2021

By: K S L
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 01/27/2021

APPROVED AS TO FORM:

By: M B McG
Maleshia McGinnis, City Attorney

Date: 2/22/2021

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 2/22/2021

CITY OF NORTH RICHLAND HILLS TEXAS

NRH Council Action (Y) N

Date Approved 2-8-2021

Agenda No. B.2

Ord / Res No. _____

THIRD AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

DUPLICATE
ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY21 Texas Anti-Gang Program (TAG) Grant #2848906 budget, effective September 1, 2020, includes a compensation increase equivalent to the current 2020 Dallas-Fort Worth Locality Pay GS Grade 14-2 to include 30% fringe for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective September 1, 2020, the City shall pay the TAG Center Administrator $156,099.00 annually, equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 14-2 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Administrator monthly payments of $13,008.25, plus $75.00 per month cell phone allowance. Equal installments of $13,083.25 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICAT
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 14th day of December 2020, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, Deputy City Manager

Date: 12/16/20

By: _____
Texas Anti-Gang Center Administrator

Print Name K. Scott McRory

Date: 11-12-2020

APPROVED AS TO FORM:

By: _____
Maleshia McGinnis, City Attorney

Date: 12/5/2020

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 12/16/2020

NRH Council Action (Y) N

Date Approved 12-14-2020

Agenda No. B.8

Ord / Res No. —

DUPLICATE
ORIGINAL

AMENDMENT TO
TEXAS ANTI-GANG CENTER ADMINISTRATOR AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory ("TAG Center Administrator"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2019 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the General Services Administration (GSA) Salary Table for DFW increased 3.24% effective January 1, 2020; and,

WHEREAS, the FY20 Texas Anti-Gang Program (TAG) Grant #2848905 budget includes a compensation increase equivalent to the current GSA rate for the TAG Center Administrator;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement is hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Administrator under this Agreement, effective January 1, 2020, the City shall pay the TAG Center Administrator $151,063.90, equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 14-1 to include 30% fringe, prorated for 8 months. The City shall pay the TAG Center Administrator monthly payments of $12,663.66, which includes $75 per month cell phone allowance. The total compensation shall be $151,963.90 annually. Equal installments of $12,663.66 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of March 2020, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: March 5, 2020

By: K Scott McKay
Texas Anti-Gang Center Administrator

Print Name Kevin Scott McKay

Date: 02/27/2020

APPROVED AS TO FORM:

By: MBMcGinnis
Maleshia McGinnis, City Attorney

Date: 3/3/2020

ATTEST:

By: Alicia Richardson
Alicia Richardson, ~~City Attorney~~ City Secretary

Date: 3/5/2020

NRH Council Action (Y) N

Date Approved 3-2-2020

Agenda No. B.6

Ord / Res No. —

FOR TEXAS ANTI-GANG CENTER ADMINISTRATOR

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This Independent Contractor Agreement for Texas Anti-Gang (TAG) Center Administrator ("Agreement") is hereby made by and between the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Kevin Scott McRory, to be effective as of the 1st day of September, 2019 ("Effective Date"). For convenience, the City and the TAG Center Administrator may be referred to collectively as "parties" and individually as a "party."

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I.
GENERAL PROVISIONS

1.1 **Term.** The Initial Term of this Agreement shall begin on September 1, 2019 and expire on August 31, 2020 ("Initial Term"). Thereafter, as long as grant funds are available and have been appropriated, this Agreement shall automatically renew for successive one-year terms, each being a "Renewal Term," unless this Agreement is terminated earlier by either party as provided herein. The Initial Term and any Renewal Term are collectively referred to as the "Term."

1.2 **Scope of Services.** The City hereby retains the TAG Center Administrator on a contract basis to perform the duties and services as prescribed in this Agreement, Department policies, City policies, and the attached Job Qualification Document which is by this reference incorporated herein for all purposes.

1.3 **Compensation.** As compensation for the services rendered by the TAG Center Administrator under this Agreement, the City shall pay the TAG Center Administrator $146,328, equivalent to 2019 Dallas-Fort Worth Locality Pay GS Grade 14-1 plus 30% fringe, for the Initial Term. Thereafter, the City shall pay the TAG Center Administrator monthly payments of $12,269, which includes $75 per month cell phone allowance. The total compensation shall be $147,228 annually. Equal installments of $12,269 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Administrator shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Administrator will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. The TAG Center Administrator is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Administrator's services rendered under this Agreement except as provided in this Agreement.

1.4 **Performance Review.** The TAG Administrator's performance under this Agreement shall be subject to an annual review by the Chief of Police or designee to determine compliance with the requirements of the terms of this Agreement. Upon request, the TAG Administrator shall report to the Chief of Police or designee regarding his or her provision

of services under this Agreement. The City shall not control the means and methods of the provision of the TAG Administrator's services except to the extent necessary to cause the TAG Administrator to come into compliance with the requirements of the terms of this Agreement and any specific provisions mandated by any applicable funding source(s).

1.5 **Termination.** This Agreement may be terminated by the City for any reason without notice to the TAG Administrator. The TAG Administrator may terminate this Agreement for any reason with 30 days written notice to the City. In the event of termination, the City shall pay the TAG Administrator all sums due under this Agreement through the effective date of termination. Nothing herein shall be interpreted to alter the independent contractor status of the TAG Administrator or to deem the TAG Administrator an employee of the city.

1.6 **INDEMNIFICATION. THE TAG ADMINISTRATOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY OR PROPERTY DAMAGE ARISING, IN WHOLE OR IN PART, FROM THE ACTIVITIES OF THE TAG ADMINISTRATOR UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARISE, IN PART, OUT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY ANY OFFICIALS, OFFICERS, OR EMPLOYEES OF THE CITY. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

II.
MISCELLANEOUS PROVISIONS

2.1 **No Waiver of Defenses.** Notwithstanding any provision of this Agreement to the contrary, nothing contained in this Agreement shall be construed to limit or waive any affirmative defense of the City to any claim, including any defense based upon governmental or sovereign immunity of the City, statutory damage limits, or any immunity applicable to its officers, agents, servants or employees.

2.2 **Independent Contractor/Insurance.** The TAG Administrator agrees and understands that he or she is acting as an independent contractor, and that the City is not directing the manner of the work to be undertaken by the TAG Administrator. The TAG Administrator further agrees and understands that the City shall have no obligation to provide any insurance coverage for the TAG Administrator's activities, but may choose to do so. In the event that the City's insurance provides any coverage for TAG Administrator's activities, the TAG Administrator acknowledges that such coverage is for the benefit of the City, its agents, officials and employees only, and that the TAG Administrator shall not be an insured there under.

2.3 **TAG Administrator's Warranties/Representations.** The TAG Administrator hereby warrants and represents that any and all information provided to the City regarding the TAG Administrator's background and experience is true and correct. The TAG Administrator acknowledges that the City's execution of this Agreement is made in reliance upon such information and that if any of such information is determined by the City to be inaccurate or untrue; this Agreement shall be subject to immediate termination by the City.

2.4 **Criminal Background Check.** The TAG Administrator agrees to submit to a criminal background check which may be performed at least once during each term of this Agreement. The TAG Administrator further agrees that if such background check reveals a felony or crime of moral turpitude, this Agreement will be subject to immediate termination.

2.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof and displaces any prior or contemporary written or oral agreements.

2.6 **Assignment.** This Agreement or any obligation contained herein may not be assigned by any party without the written consent of the other party.

2.7 **Severability.** If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be illegal or unenforceable, this Agreement shall survive and shall be interpreted as if such illegal or unenforceable term or provision were not contained in this Agreement.

2.8 **Amendment.** This Agreement may not be modified or amended unless such modification or amendment is in writing and signed by both parties.

2.9 **Governing Law and Venue.** This Agreement shall be construed under and governed by, and in accordance with the substantive laws of the State of Texas, exclusive of its choice-of-law provisions. All obligations of the parties hereto, created by this Agreement are fully performable in Tarrant County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Tarrant County, Texas. The parties waive any and all claims for attorney fees and there shall be no right to attorney fees from any action arising under this contract.

2.10 **Notice.** All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested. Such notices shall be deemed delivered on the date received and shall be delivered to the following address:

If to the City:	If to the TAG Administrator:
City of North Richland Hills Attn: City Manager 4301 City Point Drive North Richland Hills, Texas 76180	Kevin Scott McRory Texas Anti-Gang Center North Texas 8404 Esters Blvd., Suite 100 Irving, Texas 75063

Either party may change their address for notice purposes by providing notice as required by this paragraph.

2.11 **Background Check and Drug and Alcohol Use.** TAG Administrator represents that TAG Administrator has no convictions for any felony or Class A or Class B misdemeanor, and, to the TAG Administrator's knowledge, is not being investigated for any such offense.

TAG Administrator agrees to immediately provide notice to the City if TAG Administrator is arrested, indicted, or otherwise accused of any such criminal conduct or in the event a warrant of arrest has been procured in the name of the TAG Administrator. TAG

Administrator also acknowledges and agrees that the City has a paramount interest in maintaining the integrity of the TAG program, and control of all secured premises, and to that end, the City has established certain rules of conduct for all officers, employees, and contractors, which include a strict prohibition against use of alcohol or illegal drugs, the misuse of legal drugs, and the possession of firearms on City or designated premises and otherwise when the TAG Administrator is providing services to or on behalf of the City, and TAG Administrator acknowledges and agrees that the City may conduct a criminal background check on TAG Administrator periodically at the City's discretion. TAG Administrator agrees to submit to a drug screen as part of this contract.

2.12 **Rules of Construction.** This Contract shall not be construed against the drafting party, but all other rules of contract construction shall apply.

2.13 **Compliance with Grant Requirements.** This Contract shall in all aspects, comply with the Office of the Governor Public Safety Office, Criminal Justice Division & Homeland Security Grants Division Grantee Standard Conditions and Responsibilities.

SIGNED TO BE EFFECTIVE ON THE EFFECTIVE DATE.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager
The City of North Richland Hills

Date: August 14, 2019

ATTEST:

Alicia Richardson, City Secretary

APPROVED AS TO FORM:

By: M McGinnis
Maleshia McGinnis, City Attorney
The City of North Richland Hills

Date: 8/13/19

TEXAS ANTI-GANG ADMINISTRATOR:

K Scott McRory

Printed Name

Date: 07/23/2019

NRH Council Action (Y) N

Date Approved 8-12-19

Agenda No. B.3

Ord / Res No. —

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider authorizing the City Manager to execute the eighteenth amendment to the Texas Anti-Gang (TAG) Center Analyst Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $104,681.20 for Rebecca Ciferri, TAG Center Analyst. Compensation for this position is funded through the TAG Grant.

PRESENTER: Jeff Garner, Chief of Police

Summary:

As a part of the Texas Anti-Gang Program (TAG) grant awarded to the City of North Richland Hills (NRH), an analyst position is approved to support the need of staff assigned to the TAG Center. The FY2027 TAG Grant #2848912 budget, effective September 1, 2026, includes a compensation increase for the TAG Center Analyst equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-7 for the period of September 1, 2026 – December 31, 2026, and the 2027 Dallas-Fort Worth Locality Pay GS 9-7 for the period of January 1, 2027 – August 31, 2027, to include 30% fringe rate increasing the annual rate of compensation to $104,681.20.

General Description:

Pursuant to the FY 2027 grant 2848912 award for the TAG Center by the Office of the Governor, the City of North Richland Hills as the grant fiduciary is charged with conducting transactions for the grant on behalf of the TAG Center. As such, effective September 1, 2026, the annual rate of compensation for the services rendered by the TAG Center Analyst is $104,681.20, rendered in equal installments of $8,723.43, plus a $75 per month cell phone allowance.

Recommendation:

Authorize the City Manager to execute the eighteenth amendment to the Texas Anti-Gang (TAG) Center Analyst Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $104,681.20 for Rebecca Ciferri, TAG Center Analyst. Compensation for this position is funded through the TAG Grant.

EIGHTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY76 Texas Anti-Gang Program (TAG) Grant #2848912 budget, effective September 1, 2026, includes compensation for services equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-7, September 1, 2026 – December 31, 2026, to include 30% fringe and the 2027 Dallas-Fort Worth Locality Pay GS Grade 9-7, January 1, 2027 – August 31, 2027, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2026, the City shall pay the TAG Center Analyst **$104,681.20** annually, equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-7 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of **$8,723.43**, plus **$75.00** per month cell phone allowance. Equal installments of **$8,798.43** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of August 2026, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date:_____

APPROVED AS TO FORM:

By:_____
Bradley A. Anderle, City Attorney

Date:_____

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date:_____

By: _____
Texas Anti-Gang Center Analyst

Print Name_____

Date:_____

DUPLICATE ORIGINAL

SEVENTEENTH AMENDMENT TO TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-7, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-7, January 1, 2026 – August 31, 2026, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2026, the City shall pay the TAG Center Analyst **$104,681.20** annually, equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-7 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of **$8,723.43**, plus **$75** per month cell phone allowance. Equal installments of **$8,798.43** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of February 2026, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 2/9/26

By: Rebecca Ciferri
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 12/23/2025

APPROVED AS TO FORM:

By: _____
Bradley A. Anderle, City Attorney

Date: 2/9/26

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 2/10/2026

NRH Council Action (1)

Date Approved 2.9.2026

Agenda No. B.7

Ord / Res No. _____

DUPLICATE ORIGINAL

SIXTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-7, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-7, January 1, 2026 – August 31, 2026, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2025, the City shall pay the TAG Center Analyst **$103,638.60** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-7 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of **$8,636.55**, plus **$75** per month cell phone allowance. Equal installments of **$8,711.55** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of August 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 8/27/25

By: Rebecca Ciferri
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 7/31/2025

APPROVED AS TO FORM:

By: _____
Bradley A. Anderle, City Attorney

Date: 8/25/25

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/28/2025

CITY OF NORTH RICHLAND HILLS TEXAS

MRH Council Action (Y) N

Date Approved 8.25.2025

Agenda No. B.4

Ord / Res No. _____

DUPLICATE ORIGINAL

FIFTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-6, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-6, January 1, 2025 – August 31, 2025, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2025, the City shall pay the TAG Center Analyst **$100,760.40** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-6 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of **$8,396.70**, plus **$75** per month cell phone allowance. Equal installments of **$8,471.70** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of January 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 1/29/25

By: Rebecca Ciferri
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 1/6/2025

APPROVED AS TO FORM:

By: _____
Bradley Anderle, City Attorney

Date: 1/27/25

ATTEST:

By: _____
Alicia Richardson, City Secretary
Chief Governance Officer

Date: 1/29/2025

NRH Council Action (Y) N

Date Approved 1.27.2025

Agenda No. B.3

Ord / Res No. —

DUPLICATE
ORIGINAL

FOURTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-6, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-6, January 1, 2025 – August 31, 2025, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2024, the City shall pay the TAG Center Analyst **$98,803.90** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-6 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of **$8,233.66**, plus **$75** per month cell phone allowance. Equal installments of **$8,308.66** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of August, 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 8/16/24

By: Rebecca Ciferri
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 7/18/2024

APPROVED AS TO FORM:

By: _____
Cara Leahy White
Interim City Attorney

Date: _____

ATTEST:

By: _____
Alicia Richardson, City Secretary
Chief Governance Officer

Date: 8/20/2024

NRH Council Action (Y) N

Date Approved 8·12·2024

Agenda No. B.5

Ord / Res No. _____

DUPLICATE
ORIGINAL

THIRTEENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-6, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-6, January 1, 2024 – August 31, 2024, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2024, the City shall pay the TAG Center Analyst **$98,803.90** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-6 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of **$8,233.66,** plus $75 per month cell phone allowance. Equal installments of **$8,308.66** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

DUPLICATE ORIGINAL

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of January, 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 1/23/2024

APPROVED AS TO FORM:

By:
Maleshia B. McGinnis, City Attorney

Date: 1/23/24

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 1/24/2024

By:
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 1/2/2024

NRH Council Action (Y) N
Date Approved 1/22/2024
Agenda No. B.5
Ord / Res No.

DUPLICATE
ORIGINAL

TWELFTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-6, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-6, January 1, 2024 – August 31, 2024, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2023, the City shall pay the TAG Center Analyst $93,965.30 annually, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-6 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of $7,830.44, plus $75 per month cell phone allowance. Equal installments of $7,905.44 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of August, 2023, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 8/30/2023

By:
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 8/9/2023

APPROVED AS TO FORM:

By:
Maleshia B. McGinnis, City Attorney

Date: 8/29/23

ATTEST:

By:
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/30/2023

NRH Council Action (Y)/N
Date Approved 8/28/23
Agenda No. B.4
Ord / Res No.

City Secretary Office
Official Record Copy

ELEVENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848908 budget, effective September 1, 2022, includes compensation for services equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 9-3, September 1, 2022 – December 31, 2022, to include 30% fringe and the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-5, January 1, 2023 – August 31, 2023, to include 30% fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2023, the City shall pay the TAG Center Analyst $89,477.25 annually, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-5 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of $7,456.44, plus $75 per month cell phone allowance. Equal installments of $7,531.44 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

City Secretary Office
Official Record Copy

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of January, 2023, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 01-12-2023

By:
Texas Anti-Gang Center Analyst

Print Name REBECCA CIFERRI

Date: 12/16/2022

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney

Date: 1/11/23

ATTEST:

By:
Traci Henderson
Assistant City Secretary

Date: 1-12-2023

CITY OF NORTH RICHLAND HILLS, TEXAS

NRH Council Action (Y) N

Date Approved 01/09/2023

Agenda No. B.6

Ord / Res No.

DUPLICATE
ORIGINAL

TENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848908 budget, effective September 1, 2022, includes compensation for services equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 9-3, September 1, 2022 – August 31, 2023, to include 30% fringe for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2022, the City shall pay the TAG Center Analyst $79,864.20 annually, equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 9-3 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of $6,655.35, plus $75 per month cell phone allowance. Equal installments of $6,730.35 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

DUPLICATE
ORIGINAL

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of August, 2022, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: August 24, 2022

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney

Date: 8/24/22

ATTEST:

By:
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: August 24, 2022

By:
Texas Anti-Gang Center Analyst

Print Name

Date: 7/25/22

Council Action (Y/N)

Date Approved: 8/22/2022

Agenda #: B.4

Ord./Res. #:

DUPLICATE
ORIGINAL

NINTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848907 budget, effective September 1, 2021, includes a compensation increase equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 9-3, September 1, 2021 - December 31, 2021, and the 2022 Dallas-Fort Worth Locality Pay GS Grade 9-3, January 1, 2022 - August 31, 2022, to include 30% fringe for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2022, the City shall pay the TAG Center Analyst $82,079.22 annually, equivalent to the 2022 Dallas-Fort Worth Locality Pay GS Grade 9-3 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of $6,839.93, plus $75 per month cell phone allowance. Equal installments of $6,914.93 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 10th day of January, 2022, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Mark Hindman, City Manager

Date: January 12, 2022

By: _____
Texas Anti-Gang Center Analyst

Print Name _____

Date: 1/3/2022

APPROVED AS TO FORM:

By: _____
Maleshia McGinnis, City Attorney

Date: 1/11/22

ATTEST:

By: _____
Traci Henderson
Assistant City Secretary

Date: January 12, 2022

1-10-2022

B.5

DUPLICATE
ORIGINAL

EIGHTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY22 Texas Anti-Gang Program (TAG) Grant #2848907 budget, effective September 1, 2021, includes a compensation increase equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 9-3, September 1, 2021 - December 31, 2021, and the 2022 Dallas-Fort Worth Locality Pay GS Grade 9-3, January 1, 2022 - August 31, 2022, to include 30% fringe for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2021, the City shall pay the TAG Center Analyst $79,864.20 annually, equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 9-3 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of $6,655.35, plus $75 per month cell phone allowance. Equal installments of $6,730.35 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives.The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

DUPLICATE
ORIGINAL

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of March 2020, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: March 5, 2020

By:
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 2-26-2020

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney

Date: 3/3/2020

ATTEST:

By: Alicia Richardson
Alicia Richardson, ~~City Attorney~~ City Secretary

Date: 3/5/2020

NRH Council Action (Y) N

Date Approved 3-2-2020

Agenda No. B.5

Ord / Res No. —

DUPLICATE
ORIGINAL

SEVENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY21 Texas Anti-Gang Program (TAG) Grant #2848906 budget, effective September 1, 2020, includes a compensation increase equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 9-2, September 1, 2020 - December 31, 2020, and the 2021 Dallas-Fort Worth Locality Pay GS Grade 9-2, January 1, - August 31, 2021, to include 30% fringe for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2021, the City shall pay the TAG Center Analyst $77,381.20 annually, equivalent to the 2021 Dallas-Fort Worth Locality Pay GS Grade 9-2 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of $6,448.43, plus $75 per month cell phone allowance. Equal installments of $6,523.43 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives.The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

DUPLICATE ORIGINAL

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 8h day of February, 2021, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: February 22, 2021

By:
Texas Anti-Gang Center Analyst

Print Name Rebecca Chess

Date: 1/28/21

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney

Date: 2/22/2021

ATTEST:

By:
Alicia Richardson, City Secretary
Chief Governance Officer

Date: 2/22/2021

NRH Council Action Y N

Date Approved 2-8-2021

Agenda No. B.3

Ord / Res No. —

DUPLICATE
ORIGINAL

SIXTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY21 Texas Anti-Gang Program (TAG) Grant #2848906 budget, effective September 1, 2020, includes a compensation increase equivalent to the current 2020 Dallas-Fort Worth Locality Pay GS Grade 9-2 for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2020, the City shall pay the TAG Center Analyst $76,604.00, annually, equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 9-2 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of $6,383.67, plus $75 per month cell phone allowance. Equal installments of $6,458.67 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives.The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 14th day of December 2020, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, Deputy City Manager

Date: 12/16/20

APPROVED AS TO FORM:

By: _____
Maleshia McGinnis, City Attorney

Date: 12/15/2020

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 12/16/2020

By: _____
Texas Anti-Gang Center Analyst

Print Name _____

Date: 11/12/2020

NRH Council Action (Y) N

Date Approved 12-14-2020

Agenda No. B.9

Ord / Res No. —

City Secretary Office
Official Record Copy

AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the General Services Administration (GSA) Salary Table for DFW increased 3.24% effective January 1, 2020; and,

WHEREAS, the FY20 Texas Anti-Gang Program (TAG) Grant #2848905 budget includes a compensation increase equivalent to the current GSA rate for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement is hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2020, the City shall pay the TAG Center Analyst $74,132.50, equivalent to the 2020 Dallas-Fort Worth Locality Pay GS Grade 14-1 to include 30% fringe, prorated for 8 months. The City shall pay the TAG Center Analyst monthly payments of $6,252.71, which includes $75 per month cell phone allowance. The total compensation shall be $75,032.50 annually. Equal installments of $6,252.71 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

City Secretary Office
Official Record Copy

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of March 2020, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: March 5, 2020

By: [signature]
Texas Anti-Gang Center Analyst

Print Name Rebecca Ciferri

Date: 2-26-2020

APPROVED AS TO FORM:

By: [signature]
Maleshia McGinnis, City Attorney

Date: 3/3/2020

ATTEST:

By: [signature]
Alicia Richardson, ~~City Attorney~~ City Secretary

Date: 3/5/2020

NRH Council Action (Y) / N

Date Approved 3-2-2020

Agenda No B.5

Ord / Res No. ——

DUPLICATE ORIGINAL

AMENDMENT TO
TEXAS ANTI-GANG ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Analyst"). For convenience, the City and the TAG Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, there is a need to provide a standard and uniform method of reimbursing TAG contractual personnel for travel-related expenses; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Analyst under this Agreement, effective the 1st day of September, 2019 the City shall pay the TAG Analyst $71,808, equivalent to 2019 Dallas-Fort Worth Locality Pay GS Grade 9-1 plus 30% fringe. The City shall pay the TAG Analyst monthly payments of $6,059.00, which includes $75.00 per month cell phone allowance. The total compensation shall be $72,708.00 annually. Equal installments of $6,059.00 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. The TAG Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of August, 2019, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager
Date: August 14, 2019

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney
Date 8/14/19

ATTEST:

By:
Alicia Richardson, City Attorney
Date: August 14, 2019

By:
Texas Anti-Gang Center Analyst
Print Name Rebecca Ciferri
Date: 7/19/19

NRH Council Action (Y)/N
Date Approved 8-12-19
Agenda No. B.4
Ord / Res No. —

AMENDMENT TO
TEXAS ANTI-GANG ANALYST AGREEMENT

DUPLICATE ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and ("TAG Analyst"). For convenience, the City and the TAG Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, there is a need to provide a standard and uniform method of reimbursing TAG contractual personnel for travel-related expenses; and

WHEREAS, an increase in salary has been approved in the TAG budget for the TAG Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Analyst under this Agreement, the City shall pay the TAG Analyst monthly payments of $5,525.50, which includes $75 per month cell phone allowance. The total compensation shall be $66,306.00 annually. Equal installments of $5,525.50 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. The TAG Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of October 2018, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: October 29, 2018

APPROVED AS TO FORM AND LEGALITY:

By:
Maleshia B. McGinnis, City Attorney

Date: 10/24/18

ATTEST:

By:
Traci Henderson, Asst. City Secretary

Date: October 29, 2018

CITY OF NORTH RICHLAND HILLS TEXAS ★ n r h

By:
Texas Anti-Gang Center Analyst

Print Name Rebecca Chan

Date: 10/23/18

NRH Council Action (Y) / N

Date Approved 10-22-18

Agenda No. B.10

Ord / Res No. —

AMENDMENT TO

TEXAS ANTI-GANG ANALYST AGREEMENT

DUPLICATE ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Analyst"). For convenience, the City and the TAG Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the 2017 annual evaluation of the TAG Analyst's performance under this Agreement was at a satisfactory level of competence; and,

WHEREAS, the TAG Analyst's current compensation for services is at General Schedule (GS) grade GS7-5; and,

WHEREAS, the request to increase the TAG Analyst's compensation to GS9-7 has been approved by the North Texas High Intensity Drug Area Board of Directors;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement is hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Analyst under this Agreement, beginning January 1, 2018, the City shall pay the TAG Analyst monthly payments of $5,303.17, plus a $75 per month cell phone allowance. The total compensation shall be $64,538.04 annually. Equal installments of $5,378.17 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. The TAG Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 1st day of January, 2018, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 01-22-2018

APPROVED AS TO FORM:

By:
Maleshia McGinnis, City Attorney

Date: 01-17-2018

ATTEST:
Alicia Richardson, City Secretary

By:
Texas Anti-Gang Analyst

Print Name Rebecca Ciferri

Date: 1/16/18

NRH Council Action Y (N)

Date Approved 01-22-2018

Agenda No. —

Ord / Res No. —

COPY

DUPLICATE ORIGINAL

AMENDMENT TO
TEXAS ANTI-GANG ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Analyst"). For convenience, the City and the TAG Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2016 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, there is a need to provide a standard and uniform method of reimbursing TAG contractual personnel for travel-related expenses; and

WHEREAS, there is a need to set forth a specific review period for the TAG Analyst's performance under this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 and Paragraph 1.4 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Analyst under this Agreement, the City shall pay the TAG Analyst monthly payments of $4,658.33, which includes $75 per month cell phone allowance. The total compensation shall be $55,899.96 annually. Equal installments of $4,658.33 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. The TAG Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Analyst's services rendered under this Agreement except as provided in this Agreement.

1.4 Performance Review. The TAG Analyst's performance under this Agreement shall be subject to an annual review by the Chief of Police or designee to determine compliance with the requirements of the terms of this Agreement. Upon request, the TAG Analyst shall report to the Chief of Police or designee regarding his or her provision of services under this Agreement. The City shall not control the means and methods of the provision of the TAG Analyst's services except to the extent necessary to cause the TAG Analyst to come into compliance with the requirements of the terms of this Agreement and any specific provisions mandated by any applicable funding source(s).

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 10 day of July 2017, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: July 19, 2017

APPROVED AS TO FORM:

By: MBMcGinnis
Maleshia McGinnis, City Attorney

Date: 7/17/17

ATTEST:

By: ~~Texas Anti-Gang Analyst~~

Print Name Rebecca Ciferri

Date: 7/10/17

NRH Council Action (Y) N

Date Approved October 10, 2016

Agenda No. B.3

Ord / Res No. —

FOR TEXAS ANTI-GANG CENTER ANALYST

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This Independent Contractor Agreement for Texas Anti-Gang (TAG) Center Analyst ("Agreement") is hereby made by and between the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Rebecca Ciferri ("TAG Analyst" or "TAG Center Analyst"), to be effective as of the 1st of November, 2016 ("Effective Date"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I.
GENERAL PROVISIONS

1.1 **Term.** The term of this Agreement shall be ten months from the Effective Date which term shall automatically renew for successive one year terms unless this Agreement is terminated earlier by either party as provided in this Agreement.

1.2 **Scope of Services.** The City hereby retains the TAG Center Analyst on a contract basis to perform the duties and services as prescribed in this Agreement, Department policies, City policies, and the attached Job Qualification Document which is by this reference incorporated herein for all purposes.

1.3 **Compensation.** As compensation for the services rendered by the TAG Center Analyst under this Agreement, the City shall pay the TAG Analyst monthly payments of $4,658.33, which includes $75 per month cell phone allowance. The total compensation for the 10 month pro-rated term shall be the sum of $46,583.30. For each 12 month renewal thereafter, the total compensation shall be $55,899.96 annually. Equal installments of $4,658.33 are to be received once monthly on the last Friday of every month, provided that as a condition precedent to payment, the TAG Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Analyst will follow the City of North Richland Hills lodging, per diem, and incidental rates as published per city policy where applicable. The TAG Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Analyst's services rendered under this Agreement except as provided in this Agreement.

1.4 **Performance Review.** The TAG Analyst's performance under this Agreement shall be subject to review by the Chief of Police or designee to determine compliance with the requirements of the terms of this Agreement. Upon request, the TAG Analyst shall report to the Chief of Police or designee regarding his or her provision of services under this Agreement. The City shall not control the means and methods of the provision of the TAG Analyst's services except to the extent necessary to cause the TAG Analyst to come into compliance with the requirements of the terms of this Agreement and any specific provisions mandated by any applicable funding source(s).

1.5 **Termination.** This Agreement may be terminated by the City for any reason without notice to the TAG Analyst. The TAG Analyst may terminate this Agreement for any reason with 30 days written notice to the City. In the event of termination, the City shall pay the TAG Analyst all sums due under this Agreement through the effective date of termination. Nothing herein shall be interpreted to alter the independent contractor status of the TAG Analyst or to deem the TAG Analyst an employee of the city.

1.6 **INDEMNIFICATION. THE TAG ANALYST SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY OR PROPERTY DAMAGE ARISING, IN WHOLE OR IN PART, FROM THE ACTIVITIES OF THE TAG ANALYST UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARISE, IN PART, OUT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY ANY OFFICIALS, OFFICERS, OR EMPLOYEES OF THE CITY. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

II.
MISCELLANEOUS PROVISIONS

2.1 **No Waiver of Defenses.** Notwithstanding any provision of this Agreement to the contrary, nothing contained in this Agreement shall be construed to limit or waive any affirmative defense of the City to any claim, including any defense based upon governmental or sovereign immunity of the City, statutory damage limits, or any immunity applicable to its officers, agents, servants or employees.

2.2 **Independent Contractor/Insurance.** The TAG Analyst agrees and understands that he or she is acting as an independent contractor, and that the City is not directing the manner of the work to be undertaken by the TAG Analyst. The TAG Analyst further agrees and understands that the City shall have no obligation to provide any insurance coverage for the TAG Analyst's activities, but may choose to do so. In the event that the City's insurance provides any coverage for TAG Analyst's activities, the TAG Analyst acknowledges that such coverage is for the benefit of the City, its agents, officials and employees only, and that the TAG Analyst shall not be an insured there under.

2.3 **TAG Analyst's Warranties/Representations.** The TAG Analyst hereby warrants and represents that any and all information provided to the City regarding the TAG Analyst's background and experience is true and correct. The TAG Analyst acknowledges that the City's execution of this Agreement is made in reliance upon such information and that if any of such information is determined by the City to be inaccurate or untrue; this Agreement shall be subject to immediate termination by the City.

2.4 **Criminal Background Check.** The TAG Analyst agrees to submit to a criminal background check which may be performed at least once during each term of this Agreement. The TAG Analyst further agrees that if such background check reveals a felony or crime of moral turpitude, this Agreement will be subject to immediate termination.

2.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof and displaces any prior or contemporary written or oral agreements.

2.6 **Assignment.** This Agreement or any obligation contained herein may not be assigned by any party without the written consent of the other party.

2.7 **Severability.** If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be illegal or unenforceable, this Agreement shall survive and shall be interpreted as if such illegal or unenforceable term or provision were not contained in this Agreement.

2.8 **Amendment.** This Agreement may not be modified or amended unless such modification or amendment is in writing and signed by both parties.

2.9 **Governing Law and Venue.** This Agreement shall be construed under and governed by, and in accordance with the substantive laws of the State of Texas, exclusive of its choice-of-law provisions. All obligations of the parties hereto, created by this Agreement are fully performable in Tarrant County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Tarrant County, Texas. The parties waive any and all claims for attorney fees and there shall be no right to attorney fees from any action arising under this contract.

2.10 **Notice.** All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested. Such notices shall be deemed delivered on the date received and shall be delivered to the following address:

If to the City:

City of North Richland Hills
Attn: City Manager
4301 City Point Dr.
North Richland Hills, Texas 76180

If to the TAG Analyst:

REBECCA CEFERRI
2401 VISTA POINT DR
PLANO, TX 75093

Either party may change their address for notice purposes by providing notice as required by this paragraph.

2.11 **Background Check and Drug and Alcohol Use.** TAG Analyst represents that TAG Analyst has no convictions for any felony or Class A or Class B misdemeanor, and, to the TAG Analyst's knowledge, is not being investigated for any such offense.

TAG Analyst agrees to immediately provide notice to the City if TAG Analyst is arrested, indicted, or otherwise accused of any such criminal conduct or in the event a warrant of arrest has been procured in the name of the TAG Analyst. TAG Analyst also acknowledges and agrees that the City has a paramount interest in maintaining the integrity of the TAG program, and control of all secured premises, and to that end, the City has established certain rules of conduct for all officers, employees, and contractors, which include a strict prohibition against use of alcohol or illegal drugs, the misuse of legal drugs, and the possession of firearms on City or designated premises and otherwise when the TAG Analyst is providing services to or on behalf of the City, and TAG Analyst acknowledges and agrees that the City may conduct a criminal background

check on TAG Analyst periodically at the City's discretion. TAG Analyst agrees to submit to a drug screen as part of this contract.

2.12 **Rules of Construction.** This Contract shall not be construed against the drafting party, but all other rules of contract construction shall apply.

SIGNED TO BE EFFECTIVE ON THE EFFECTIVE DATE.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager
The City of North Richland Hills

Date: 10/28/2016

ATTEST:

NORTH RICHLAND HILLS, TEXAS

Alicia Richardson, City Secretary

APPROVED AS TO FORM AND LEGALTIY:

By:
City of Attorney
The City of North Richland Hills

Date: 10/28/2016

TEXAS ANTI-GANG ANALYST:

Rebecca Chevis
Print Name

Date: 10-25-16

NRH Council Action (Y) N
Date Approved 10-10-16
Agenda No. B.3
~~Ord / Res No.~~ —

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider authorizing the City Manager to execute the seventh amendment to the Texas Anti-Gang (TAG) Center Analyst Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $98,863.70 for Jessica Mast, TAG Center Analyst. Compensation for this position is funded through the TAG Grant.

PRESENTER: Jeff Garner, Chief of Police

Summary:

As a part of the Texas Anti-Gang Program (TAG) grant awarded to the City of North Richland Hills (NRH), an analyst position is approved to support the need of staff assigned to the TAG Center. The FY2027 TAG Grant #2848912 budget, effective September 1, 2026, includes compensation for the TAG Center Analyst equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-5 for the period of September 1, 2026 – December 31, 2026, and the 2027 Dallas-Fort Worth Locality Pay GS 9-5 for the period of January 1, 2027 – August 31, 2027, to include 30% fringe rate at the annual rate of compensation to $98,863.70.

General Description:

Pursuant to the FY 2027 grant 2848912 award for the TAG Center by the Office of the Governor, the City of North Richland Hills as the grant fiduciary is charged with conducting transactions for the grant on behalf of the TAG Center. As such, effective September 1, 2026, the annual rate of compensation for the services rendered by the TAG Center Analyst is $98,863.70, rendered in equal installments of $8,238.64, plus a $75 per month cell phone allowance.

Recommendation:

Authorize the City Manager to execute seventh amendment to the Texas Anti-Gang (TAG) Center Analyst Agreement, as grant fiduciary for the TAG Center Grant #2848912, for an annual rate of compensation of $98,863.70 for Jessica Mast, TAG Center Analyst. Compensation for this position is funded through the TAG Grant.

SEVENTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast (“TAG Center Analyst”). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2023 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY27 Texas Anti-Gang Program (TAG) Grant #2848912 budget, effective September 1, 2026, includes compensation for services equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-5, September 1, 2026 – December 31, 2026, to include 30% fringe and the 2027 Dallas-Fort Worth Locality Pay GS Grade 9-5, January 1, 2027 – August 31, 2027, to include fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2026, the City shall pay the TAG Center Analyst **$98,863.70** annually, equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-5 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of **$8,238.64**, plus **$75.00** per month cell phone allowance. Equal installments of **$8,313.64** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG’s approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant’s objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst’s services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 24th day of August 2026, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date:_____

By: _____
Texas Anti-Gang Center Analyst

Print Name_____

Date:_____

APPROVED AS TO FORM:

By:_____
Bradely A. Anderle, City Attorney

Date:_____

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date:_____

DUPLICATE ORIGINAL

SIXTH AMENDMENT TO TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2023 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-5, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-5, January 1, 2026 – August 31, 2026, to include fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2026, the City shall pay the TAG Center Analyst **$98,863.70** annually, equivalent to the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-5 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of **$8,238.64**, plus **$75** per month cell phone allowance. Equal installments of **$8,313.64** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of February 2026, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 2/9/26

APPROVED AS TO FORM:

By: _____
Bradely A. Anderle, City Attorney

Date: 2/9/2026

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 2/10/2026

NRH Council Action (Y) N

Date Approved: 2.9.2026

Agenda No. B.6

Ord / Res No. _____

By: _____
Texas Anti-Gang Center Analyst

Print Name Jessica L Mast

Date: January 5, 2026

DUPLICATE ORIGINAL

FIFTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2023 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY26 Texas Anti-Gang Program (TAG) Grant #2848911 budget, effective September 1, 2025, includes compensation for services equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-5, September 1, 2025 – December 31, 2025, to include 30% fringe and the 2026 Dallas-Fort Worth Locality Pay GS Grade 9-5, January 1, 2026 – August 31, 2026, to include fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2025, the City shall pay the TAG Center Analyst **$97,880.90** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-5 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of **$8,156.74**, plus **$75** per month cell phone allowance. Equal installments of **$8,231.74** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 25th day of August 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 8/27/25

By: _____
Texas Anti-Gang Center Analyst

Print Name Jessica L. Mast

Date: 08/01/2025

APPROVED AS TO FORM:

By: _____
Bradely A. Anderle, City Attorney

Date: 8/25/25

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/20/2025

NORTH RICHLAND HILLS, TEXAS CITY OF

IRM Council Action (Y) N

Date Approved 8-25-2025

Agenda No. B.5

Ord / Res No. _____

FOURTH AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

DUPLICATE ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2023 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-4, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-4, January 1, 2025 – August 31, 2025, to include fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2025, the City shall pay the TAG Center Analyst **$95,002.70** annually, equivalent to the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-4 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of **$7,916.89**, plus **$75** per month cell phone allowance. Equal installments of **$7,991.89** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of January 2025, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 1/29/25

APPROVED AS TO FORM:

By: _____
Bradley Anderle, City Attorney

Date: 1/27/25

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 1/29/2025

By: _____
Texas Anti-Gang Center Analyst

Print Name Jessica Mast

Date: 12/30/2024

NRH Council Action (Y) / N

Date Approved 1.27.2025

Agenda No. B.4

Ord / Res No. —

DUPLICATE ORIGINAL

THIRD AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2023 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY25 Texas Anti-Gang Program (TAG) Grant #2848910 budget, effective September 1, 2024, includes compensation for services equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-4, September 1, 2024 – December 31, 2024, to include 30% fringe and the 2025 Dallas-Fort Worth Locality Pay GS Grade 9-4, January 1, 2025 – August 31, 2025, to include fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2024, the City shall pay the TAG Center Analyst **$93,158.00** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-4 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of **$7,763.17**, plus **$75** per month cell phone allowance. Equal installments of **$7,838.17** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE
ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 12th day of August, 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: _____
Paulette Hartman, City Manager

Date: 8/16/24

APPROVED AS TO FORM:

By: _____
Cara Leahy White
Interim City Attorney

Date: _____

ATTEST:

By: _____
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/20/2024

By: _____
Texas Anti-Gang Center Analyst

Print Name Jessica Mast

Date: 07/18/2024

NRH Council Action (Y)/ N

Date Approved 8·12·2024

Agenda No. B.6

Ord / Res No. _____

SECOND AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

DUPLICATE ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2023 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-4, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-4, January 1, 2024 – August 31, 2024, to include fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective January 1, 2024, the City shall pay the TAG Center Analyst **$93,158.00** annually, equivalent to the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-4 to include 30% fringe, prorated for eight months. The City shall pay the TAG Center Analyst monthly payments of **$7,763.17**, plus $75 per month cell phone allowance. Equal installments of **$7,838.17** are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Analyst for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

DUPLICATE
ORIGINAL

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of January, 2024, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 1/23/2024

APPROVED AS TO FORM:

By:
Maleshia B. McGinnis, City Attorney

Date: 1/23/24

ATTEST:

By:
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 1/24/2024

By:
Texas Anti-Gang Center Analyst

Print Name Jessica L Mast

Date: 01/04/2024

MRH Council Action (Y) N
Date Approved 1/22/2024
Agenda No. B.6
Ord / Res No.

DUPLICATE ORIGINAL

AMENDMENT TO
TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

The parties to this Independent Contractor Agreement ("Agreement"), are the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast ("TAG Center Analyst"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

WHEREAS, the parties hereto in 2023 entered into an agreement ("Original Agreement") for contracted services; and,

WHEREAS, the FY24 Texas Anti-Gang Program (TAG) Grant #2848909 budget, effective September 1, 2023, includes compensation for services equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-4, September 1, 2023 – December 31, 2023, to include 30% fringe and the 2024 Dallas-Fort Worth Locality Pay GS Grade 9-4, January 1, 2024 – August 31, 2024, to include fringe, for the TAG Center Analyst;

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section I. Paragraph 1.3 of the Original Agreement are hereby amended to read as follows:

1.3 Compensation. As compensation for the services rendered by the TAG Center Analyst under this Agreement, effective September 1, 2023, the City shall pay the TAG Center Analyst $88,596.30 annually, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-4 to include 30% fringe, prorated for four months. The City shall pay the TAG Center Analyst monthly payments of $7,383.03, plus $75 per month cell phone allowance. Equal installments of $7,458.03 are to be received on the last Friday of every month, provided that as a condition precedent to payment, the TAG Center Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. Subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget, NRH will reimburse the TAG Center Administrator for transportation reimbursed at the current IRS standard mileage rate per mile, lodging, subsistence, and related items incurred while traveling on official TAG-related business in support of the grant's objectives. The TAG Center Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Center Analyst's services rendered under this Agreement except as provided in this Agreement.

Section 2: Except as herein amended, the Original Agreement shall continue in full force and effect.

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of August, 2023, in duplicate originals.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 8/30/2023

By:
Texas Anti-Gang Center Analyst

Print Name Jessica Mast Digitally signed by Jessica Mast Date: 2023.08.09 10:37:52 -05'00'

Date: 08/09/2023

APPROVED AS TO FORM:

By:
Maleshia B. McGinnis, City Attorney

Date: 8/29/23

ATTEST:

By:
Alicia Richardson, City Secretary/
Chief Governance Officer

Date: 8/30/2023

NRH Council Action (Y) N
Date Approved 8/28/23
Agenda No. B.3
Ord / Res No.

City Secretary Office
Official Record Copy

TEXAS ANTI-GANG CENTER ANALYST AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

This Independent Contractor Agreement for Texas Anti-Gang (TAG) Center Analyst ("Agreement") is hereby made by and between the City of North Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), and Jessica Mast ("TAG Analyst" or "TAG Center Analyst"), to be effective as of the 1st of February, 2023 ("Effective Date"). For convenience, the City and the TAG Center Analyst may be referred to collectively as "parties" and individually as a "party."

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I.
GENERAL PROVISIONS

1.1 **Term.** The Initial Term of this Agreement shall begin on February 1, 2023 and expire on August 31, 2023 ("Initial Term"). Thereafter, as long as grant funds are available and have been appropriated, this Agreement shall automatically renew for successive one-year terms, each being a "Renewal Term," unless this Agreement is terminated earlier by either party as provided herein. The Initial Term and any Renewal Term are collectively referred to as the "Term."

1.2 **Scope of Services.** The City hereby retains the TAG Center Analyst on a contract basis to perform the duties and services as prescribed in this Agreement, Department policies, City policies, and the attached Job Qualification Document which is by this reference incorporated herein for all purposes.

1.3 **Compensation.** As compensation for the services rendered by the TAG Center Analyst under this Agreement, the City shall pay the TAG Analyst monthly payments of $7,017.75, equivalent to the 2023 Dallas-Fort Worth Locality Pay GS Grade 9-3 to include 30% fringe, and a $75 per month cell phone allowance, subject to availability of grant funds and to the extent they are included in TAG's approved fiscal year budget. The total compensation for the 7-month pro-rated term, February 1, 2023 – August 31, 2023, shall be the sum of $49,649.25. For each 12-month renewal thereafter, the total compensation shall be equivalent to the GS pay grade approved in the applicable fiscal year grant budget. Equal installments of $7,092.75 are to be received once monthly on the last Friday of every month, provided that as a condition precedent to payment, the TAG Analyst shall submit to the Chief of Police or designee at least 15 days preceding a payday an invoice for services rendered. The TAG Center Analyst will follow the TAG Travel/Training Reimbursement Policy with Fiduciary City of North Richland Hills for ordinary, necessary and reasonable travel expenses when directly connected with or pertaining to TAG-related business and gang-related training and conferences. The TAG Analyst is not entitled to receive and is prohibited from accepting any compensation or other benefit from either the City or from any other person or entity in exchange for the TAG Analyst's services rendered under this Agreement except as provided in this Agreement.

City Secretary Office
Official Record Copy

1.4 **Performance Review.** The TAG Analyst's performance under this Agreement shall be subject to review by the Chief of Police or designee to determine compliance with the requirements of the terms of this Agreement. Upon request, the TAG Analyst shall report to the Chief of Police or designee regarding his or her provision of services under this Agreement. The City shall not control the means and methods of the provision of the TAG Analyst's services except to the extent necessary to cause the TAG Analyst to come into compliance with the requirements of the terms of this Agreement and any specific provisions mandated by any applicable funding source(s).

1.5 **Termination.** This Agreement may be terminated by the City for any reason without notice to the TAG Analyst. The TAG Analyst may terminate this Agreement for any reason with 30 days written notice to the City. In the event of termination, the City shall pay the TAG Analyst all sums due under this Agreement through the effective date of termination. Nothing herein shall be interpreted to alter the independent contractor status of the TAG Analyst or to deem the TAG Analyst an employee of the city.

1.6 **INDEMNIFICATION. THE TAG ANALYST SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, OFFICIALS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, ECONOMIC LOSS, PERSONAL INJURY OR PROPERTY DAMAGE ARISING, IN WHOLE OR IN PART, FROM THE ACTIVITIES OF THE TAG ANALYST UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIMS ARISE, IN PART, OUT OF ANY NEGLIGENT ACT OR OMISSION COMMITTED BY ANY OFFICIALS, OFFICERS, OR EMPLOYEES OF THE CITY. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

II.
MISCELLANEOUS PROVISIONS

2.1 **No Waiver of Defenses.** Notwithstanding any provision of this Agreement to the contrary, nothing contained in this Agreement shall be construed to limit or waive any affirmative defense of the City to any claim, including any defense based upon governmental or sovereign immunity of the City, statutory damage limits, or any immunity applicable to its officers, agents, servants or employees.

2.2 **Independent Contractor/Insurance.** The TAG Analyst agrees and understands that he or she is acting as an independent contractor, and that the City is not directing the manner of the work to be undertaken by the TAG Analyst. The TAG Analyst further agrees and understands that the City shall have no obligation to provide any insurance coverage for the TAG Analyst's activities, but may choose to do so. In the event that the City's insurance provides any coverage for TAG Analyst's activities, the TAG Analyst acknowledges that such coverage is for the benefit of the City, its agents, officials and employees only, and that the TAG Analyst shall not be an insured there under.

2.3 **TAG Analyst's Warranties/Representations.** The TAG Analyst hereby warrants and represents that any and all information provided to the City regarding the TAG Analyst's background and experience is true and correct. The TAG Analyst acknowledges that the City's execution of this Agreement is made in reliance upon such information and that if any of such information is determined by the City to be inaccurate or untrue; this Agreement shall be subject to immediate termination by the City.

City Secretary Office
Official Record Copy

2.4 **Criminal Background Check.** The TAG Analyst agrees to submit to a criminal background check which may be performed at least once during each term of this Agreement. The TAG Analyst further agrees that if such background check reveals a felony or crime of moral turpitude, this Agreement will be subject to immediate termination.

2.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof and displaces any prior or contemporary written or oral agreements.

2.6 **Assignment.** This Agreement or any obligation contained herein may not be assigned by any party without the written consent of the other party.

2.7 **Severability.** If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be illegal or unenforceable, this Agreement shall survive and shall be interpreted as if such illegal or unenforceable term or provision were not contained in this Agreement.

2.8 **Amendment.** This Agreement may not be modified or amended unless such modification or amendment is in writing and signed by both parties.

2.9 **Governing Law and Venue.** This Agreement shall be construed under and governed by, and in accordance with the substantive laws of the State of Texas, exclusive of its choice-of-law provisions. All obligations of the parties hereto, created by this Agreement are fully performable in Tarrant County, Texas. Venue of any suit or cause of action under this Agreement shall lie exclusively in Tarrant County, Texas. The parties waive any and all claims for attorney fees and there shall be no right to attorney fees from any action arising under this contract.

2.10 **Notice.** All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested. Such notices shall be deemed delivered on the date received and shall be delivered to the following address:

If to the City:	If to the TAG Analyst:
City of North Richland Hills Attn: City Manager 4301 City Point Dr. North Richland Hills, Texas 76180	Jessica Mast North Texas Anti-Gang Center 6303 Commerce Dr. Suite 100 Irving, Texas 75063

Either party may change their address for notice purposes by providing notice as required by this paragraph.

2.11 **Background Check and Drug and Alcohol Use.** TAG Analyst represents that TAG Analyst has no convictions for any felony or Class A or Class B misdemeanor, and, to the TAG Analyst's knowledge, is not being investigated for any such offense.

TAG Analyst agrees to immediately provide notice to the City if TAG Analyst is arrested, indicted, or otherwise accused of any such criminal conduct or in the event a warrant of arrest has been procured in the name of the TAG Analyst. TAG Analyst also acknowledges and agrees that the City has a paramount interest in maintaining the

City Secretary Office
Official Record Copy

integrity of the TAG program, and control of all secured premises, and to that end, the City has established certain rules of conduct for all officers, employees, and contractors, which include a strict prohibition against use of alcohol or illegal drugs, the misuse of legal drugs, and the possession of firearms on City or designated premises and otherwise when the TAG Analyst is providing services to or on behalf of the City, and TAG Analyst acknowledges and agrees that the City may conduct a criminal background check on TAG Analyst periodically at the City's discretion. TAG Analyst agrees to submit to a drug screen as part of this contract.

2.12 **Rules of Construction.** This Contract shall not be construed against the drafting party, but all other rules of contract construction shall apply.

SIGNED TO BE EFFECTIVE ON THE EFFECTIVE DATE.

CITY OF NORTH RICHLAND HILLS, TEXAS:

By: Mark Hindman
Mark Hindman, City Manager

Date: 01-12-2023

APPROVED AS TO FORM AND LEGALTIY:

By:
Maleshia McGinnis, City Attorney

Date: 1/11/23

ATTEST:

By: Traci Henderson
Traci Henderson
Assistant City Secretary

Date: 1-12-2023

TEXAS ANTI-GANG ANALYST:

Signature

Jessica L. Mast
Print Name

Date: December 16, 2022

NRH Council Action Y / N
Date Approved 01/09/2023
Agenda No. B 8
Ord / Res No.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider Resolution No. 2026-050, authorizing the City Manager to execute Regional Asset Transfer Addendum B_24 with the City of Irving to transfer drone detection software and a shoot tank in an amount not to exceed $57,160.00 purchased by the City of North Richland Hills using TAG Grant #2848911 funds.

PRESENTER: Jeff Garner, Chief of Police

SUMMARY:

The City of North Richland Hills ("NRH") serves as the fiduciary and grant recipient for the FY2026 North Texas Anti-Gang Center ("TAG") Project Grant. The grant award includes funding for the purchase of pre-approved equipment using TAG Grant #2848911 funds and the subsequent transfer of ownership and responsibility of the assets to the City of Irving ("Irving"), a TAG Constituent Agency.

GENERAL DESCRIPTION:

NRH will be purchasing the following equipment using TAG Grant #2848911 funds:

- Drone detection software for the time period of signing the contract – 08/31/2027 - $20,000.00
- Shoot tank to assist in test firing weapons - $37,160.00

Upon execution of a Regional Asset Transfer Addendum, the ownership and responsibility of the listed assets will be transferred to Irving. As the receiving jurisdiction, Irving agrees to maintain compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements as outlined in the addendum.

RECOMMENDATION:

Approve Resolution No. 2026-050.

RESOLUTION NO. 2026-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING EXECUTION OF REGIONAL ASSET TRANSFER ADDENDUM B_24 WITH THE CITY OF IRVING TO TRANSFER DETECTION SOFTWARE AND A SHOOT TANK IN AN AMOUNT NOT TO EXCEED $57,160.00 PURCHASED BY THE CITY OF NORTH RICHLAND HILLS USING NORTH TEXAS ANTI-GANG CENTER GRANT #2848911 FUNDS.

WHEREAS, the City of North Richland Hills, Texas possesses legal authority to enter into a Regional Asset Transfer Addendum ("Addendum") with the City of Irving ("Irving") to facilitate the transfer of ownership and responsibility for pre-approved equipment ("Asset(s)") purchased with allocated funds awarded under the FY2026 North Texas Anti-Gang Center Project Grant #2848911; and

WHEREAS, both parties acknowledge that all rights, title, interest, ownership, and responsibility for the Asset(s) shall vest with Irving upon completion of transfer of the Asset(s) and execution of this Addendum; and

WHEREAS, the City Council of North Richland Hills finds it in the best interest of the citizens of North Richland Hills that we request the attached Addendum be executed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:

SECTION 1. The City Council hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

SECTION 2. The City Council of the City of North Richland Hills hereby authorizes and approves the Addendum to facilitate the transfer of ownership and responsibility for Asset(s) purchased with allocated funds awarded under the FY2026 North Texas Anti-Gang Center Project Grant #2848911.

SECTION 3. The City Council of the City of North Richland Hills hereby authorizes and approves the City Manager to execute the Regional Asset Transfer Addendum B_24 with Irving.

SECTION 4. All Resolutions of the City Council of the City of North Richland Hills in conflict herewith are hereby amended or repealed to the extent of such conflict.

SECTION 5. This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

PASSED AND APPROVED on this 24th day of August, 2026.

CITY OF NORTH RICHLAND HILLS

_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

_____
Jeff Garner, Chief of Police

NRH

CITY OF NORTH RICHLAND HILLS

May 22, 2026

City of Irving
825 W Irving Blvd
Irving TX 75060

RE: Letter of Intent to execute Regional Asset Transfer Addendum for the North Texas Anti-Gang Center Local Administrative Agreement.

This Letter of Intent confirms a preliminary agreement between the City of North Richland Hills ("NRH") and the City of Irving ("Receiving Jurisdiction/Agency"), with respect to receiving and transferring ownership and responsibility of Asset(s) purchased with State Grant 2848911 Funds as defined in the Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas (the "Agreement").

The Receiving Jurisdiction/Agency confirms its intention to execute and agree in writing to terms and conditions set forth in the Regional Asset Transfer Addendum to the Agreement (the "Addendum"), accepting the transfer and ownership of the following asset(s) following purchase by NRH:

Shoot tank to assist in test firing weapons	$37,160.00
Drone detection software for the time period of signing the contract – 08/31/2027	$20,000.00

Receiving Jurisdiction/Agency confirms and acknowledges that it has been provided a copy of the Addendum and has been provided an opportunity to review and request modifications to the Addendum, including review by its legal counsel as needed. The Receiving/Jurisdiction Agency will execute the Addendum upon final approval by its governing body or other officer who has authority to execute agreements on its behalf.

AGREED BY:

By: _____
Signature

DERICK MILLER CHIEF OF POLICE
Printed Name and Title

Date 6-22-2026

P.O. Box 820609 ★ North Richland Hills, Texas 76182-0609
4301 City Point Drive ★ 817-427-7000 ★ FAX 817-427-7066

REGIONAL ASSET TRANSFER ADDENDUM B_24

TO LOCAL ADMINISTRATIVE AGREEMENT BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG CENTER – NORTH TEXAS

The agencies designated as Constituent Organizations to the Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas are:

City of Arlington by and through its Police Department
U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives, Dallas Field Division
Dallas County District Attorney's Office
City of Dallas by and through its Police Department
U.S. Department of Justice, Drug Enforcement Administration, Dallas Division
U.S. Department of Justice, Federal Bureau of Investigation, Dallas Division
City of Fort Worth by and through its Police Department
U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Dallas Field Office
City of Irving by and through its Police Department
City of North Richland Hills by and through Police Department
Tarrant County Criminal District Attorney's Office
Texas Department of Public Safety, Region 1
Texas Alcoholic Beverage Commission
Tarrant County Sheriff's Office
City of Denton by and through its Police Department
City of Plano by and through its Police Department
Kaufman County District Attorney's Office
City of Forney by and through its Police Department
Ellis County Sheriff's Office
City of Mesquite by and through its Police Department
Haltom City by and through its Police Department

For convenience, the Constituent Organizations may be referred to collectively as "parties" and individually as a "party," and the Texas Anti-Gang Center – North Texas as "TAG Center."

RECITALS:

WHEREAS, the parties hereto in 2023 entered into a Local Administrative Agreement Between the Constituent Agencies of the Texas Anti-Gang Center – North Texas ("LAA"); and

WHEREAS, ultimate governance of the TAG Center is vested in an Executive Board ("Board") comprised of the principal of each of the parties, each having an equal vote on all matters coming before the Board; and

WHEREAS, the LAA expires on September 30, 2026 ("Term"); and

WHEREAS, the Board has authority to take any action with respect to the TAG Center that is not inconsistent with the LAA and applicable law; and

WHEREAS, this Regional Asset Transfer Addendum ("Addendum") is intended to amend and supplement the LAA by approving the use of Texas Anti-Gang Center Grant Funds awarded by the Office of the Governor of Texas Public Safety Office, Criminal Justice Division and Homeland Security Grants Division (the "TAG Grant Funds") for the purpose of purchasing products, equipment or property (collectively the "Asset(s)) on behalf of Constituent Organizations; and

WHEREAS, the City of North Richland Hills by and through its Police Department ("Recipient"), pursuant to the LLA, is the recipient of the TAG Grant Funds, acts as fiduciary for all parties in making purchases using TAG Grant Funds on behalf of the Constituent Organizations; and

WHEREAS, for purposes of this Addendum, the Constituent Organization benefitting from the expenditure of TAG Grant Funds per this Addendum will be referred to as the "Receiving Jurisdiction/Agency;" and

WHEREAS, this Addendum sets forth the terms, conditions and understanding between the Recipient and the Receiving Jurisdiction/Agency with respect to receiving and transferring ownership and responsibility of Asset(s) purchased with State and/or Federal Grant Funds as defined in the LAA;

NOW THEREFORE, the Receiving Jurisdiction/Agency listed below hereby agrees and accepts the terms set forth below herein in this Addendum:

1.

By majority vote of the Board at a duly called Board meeting held on March 14, 2025, the Receiving Jurisdiction/Agency listed below is authorized to request that the Recipient utilize TAG Grant Funds to purchase Asset(s) on behalf of the Receiving Jurisdiction/Agency for the purpose of carrying out the mission of the TAG Center:

Name of Receiving Jurisdiction/Agency: City of Irving
Jurisdiction/Agency Principal Address: 825 W Irving Blvd Irving TX 75060
Brief description of the Asset(s): Shoot tank and drone detection software
Amount of Expenditure: $57,160.00
Authorized Jurisdiction/Agency Contact: Lieutenant Josh Hills
Jurisdiction/Agency Contact Email Address: jhills@irvingtx.gov
Jurisdiction/Agency Contact Phone Number: 972-721-2551

Grant Number: #2848911 Grant Funding Period: September 1, 2025 - August 31, 2026
Any Asset(s) purchased after this date shall not be eligible for transfer to Receiving Jurisdiction/Agency.

2.

Following the purchase and receipt of the Asset(s) by Recipient, ownership of the Asset(s) shall be transferred to the Receiving Jurisdiction/Agency via execution of this Addendum.

3.

By execution of this Addendum, the Recipient certifies that the Asset being transferred was acquired through the expenditure of TAG Grant Funds, awarded to the Recipient.

4.

The Receiving Jurisdiction/Agency certifies that it has received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) has knowledge of, and is in compliance with the laws, rules and regulations of the Grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that it has received a copy of the Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Recipient's award and any modifications or amendments to that award.

5.

Recipient certifies that all Grant Award documents and amendments are included in Attachment C.

6.

Recipient and Receiving Jurisdiction/Agency further certify that they have been duly authorized and empowered by their governing body to enter into this Addendum. Both parties acknowledge that all rights, title, interest, ownership, and responsibility for the Asset(s) shall vest in the Receiving Jurisdiction/Agency upon completion of transfer of the Asset(s) and execution of this Addendum.

7.

The Asset(s) being transferred must include all of the following information as set forth in Attachment D:

1. Grant Year/Program
2. CFDA Number
3. eGrants Grant Number
4. Source
5. Description
6. Serial Number or Identification Number
7. Who Holds the Title to the Property
8. Acquisition Date
9. Cost
10. % of Federal Participation
11. Location
12. Use
13. Condition
14. Disposition Data
15. _____ Special Property Provision (i.e., for purchase of a K-9 animal or other special

purchases):

Complete this section if the Asset(s) is not considered equipment or products. Please include description of the property being transferred, and any special requirements for maintenance or care of the property.

_____
_____
_____
_____
_____
_____

8.

Responsibilities of Recipient: The Recipient agrees to notify Receiving Jurisdiction/Agency of any known modifications to applicable award requirements within 15 business days of receipt.

9.

Responsibilities of Receiving Jurisdiction/Agency: The Receiving Jurisdiction/Agency agrees to:

- Take full possession, ownership and responsibility for the Asset upon completion of the transfer
- Maintain compliance with the requirements of federal and state granting agencies
- Maintain all aspects of the Asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements referring to the Equipment Inventory Requirements (Attachment C)
- Maintain appropriate levels of property insurance as needed to protect the Asset
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request
- Ensure the Recipient is notified in writing when equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section 32 (e) Disposition
- Ensure the equipment is maintained in good working order
- Ensure a physical inventory is conducted for the Asset(s) every 2 years
- Ensure the Asset is used only as allowable under the Grant
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response
- Ensure proper disposition of the Asset in accordance with applicable state and federal laws once it has reached its useful life and/or is declared surplus or deemed no longer in use.
- Provide care for any special property purchases in accordance with requirements set forth in this Addendum

10.

By execution of this Addendum, and acceptance of Assets purchased with TAG Grant Funds, the Receiving Jurisdiction/Agency agrees that purchase of Asset(s) using false or misleading information

provided by the Receiving Jurisdiction/Agency shall constitute misuse of the TAG Grant Funds and the Receiving Jurisdiction/Agency will be responsible for repayment of the TAG Grant Funds used to purchase the Asset(s) as required by and within the time frame designated by the Recipient, the Department of Justice and/or the Texas Governor's Office, respectively.

11.

This Regional Asset Transfer Addendum shall become effective upon signature by an authorized official, or person with signatory authority, from each party to this Addendum, and may be modified, or terminated upon mutual written consent of both authorized officials.

12.

Except as herein amended, the terms and conditions of the LAA shall continue in full force and effect.

13.

THIS ADDENDUM, AND ANY AND ALL ATTACHMENTS HERETO, SHALL CONSTITUTE THIS ENTIRE ADDENDUM, SHALL BE INCORPORATED INTO THE LOCAL ADMINISTRATIVE AGREEMENT BETWEEN THE CONSTIUENT AGENCIES OF THE TEXAS ANTI-GANG CENTER – NORTH TEXAS AGREEMENT, AND SHALL TAKE EFFECT UPON APPROVAL OF THE GOVERNING BODY OF EACH PARTY TO THIS ADDENDUM AND EXECUTION BY EACH AUTHORIZED REPRESENTATIVE. IN THE EVENT OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE LAA, THIS ADDENDUM SHALL CONTROL.

CERTIFIED AND AGREED BY:

CITY OF NORTH RICHLAND HILLS:
RECIPIENT
4301 City Point Drive
North Richland Hills, Texas 76180

By: _____
Paulette Hartman, City Manager

Date: _____

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley A. Anderle, City Attorney

ATTEST:

By: _____

Alicia Richardson, City Secretary
Chief Governance Officer

Date: _____

CERTIFIED AND AGREED BY:
City of Irving by and through it's Police Department:

Street Address, City, State, Zip

By: _____
Signature

_____
Printed Name and Title

Date _____

RESOLUTION NO. 2025-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, TO AUTHORIZE THE APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE TEXAS GOVERNOR'S HOMELAND SECURITY DIVISION FY2026 NORTH TEXAS ANTI-GANG CENTER, GRANT #2848911 SERVING AS THE FIDUCIARY AND SPONSORING AGENCY.

WHEREAS, the City of North Richland Hills, Texas possesses legal authority to apply and make appointments for the conduct of business relative to the Governor's Office Homeland Security Division (HSD) FY2026 North Texas Anti-Gang Center, Grant #2848911; and

WHEREAS, the law enforcement agencies in the North Texas region desire to continue the North Texas Anti-Gang Center in its mission to combat gang violence in the Metroplex and surrounding areas through the coordination of gang prevention, intervention, and suppression activities; and

WHEREAS, the City of North Richland Hills, as grantee, will coordinate and manage the grant, to include payment and reimbursement of expenditures necessary to continue the multi-agency North Texas Anti-Gang Center in operational status, and will receive reimbursement for administrative costs for time and resources dedicated to the grant and a maximum 15% of eligible modified total direct costs in the FY2026 grant application; and

WHEREAS, the City Council of North Richland Hills finds it in the best interest of the citizens of North Richland Hills that we request the funds available under this Program and to serve as a fiduciary and sponsoring agency for the grant.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, THAT:

SECTION 1. The City Council of the City of North Richland Hills hereby finds that the recitals set forth above are true and correct and are incorporated into this Resolution as if written herein.

SECTION 2. The City Council of the City of North Richland Hills hereby authorizes and approves the submission of the application and acceptance if awarded for the Texas Governor's HSD FY2026 North Texas Anti-Gang Center Program Grant #2848911.

SECTION 3. The City Council of the City of North Richland Hills designates the Chief of Police as the grantee's authorized official, with the power to apply for, accept, reject, alter, or terminate the funding request on behalf of the applicant agency.

SECTION 4. The City Council of North Richland Hills agrees that the loss or misuse of HSD funds or failure to comply with all HSD award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

SECTION 5. All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

SECTION 6. This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

PASSED AND APPROVED on this 3rd day of March, 2025.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Jeff Garner, Chief of Police

Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2025

About This Document

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at https://eGrants.gov.texas.gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 Amendments and Changes to the Grant Agreement

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General Responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.5 Terms and Conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special Conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act,

Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

1.8 Remedies for Non-Compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.9 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.10 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

1.11 Fraud, Waste, and Abuse

A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

   In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

   The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

   The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
    a. It represents that:
        i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.13 Funds Limited by Agreement and Subject to Availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.14 Termination of the Agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions

of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.15 Communication with Grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.16 Limitation of Liability

To the extent allowed by law, the grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, the OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.17 Liability for Taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any

such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.18 Force Majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.19 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.20 Grantee an Independent Contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.21 No Assignment of Rights or Obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.22 Funds Are for Sole Benefit of Grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.23 Permission for Use of OOG Name and Labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

1.24 Acknowledgement of Funding and Disclaimer

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

1.25 Royalty-Free License

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

A. Any work subject to copyright developed under an award or subaward; and

B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

1.26 Project Period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

1.27 Project Commencement

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.28 Project Close Out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

1.29 Federal Program Laws, Rules, and Guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);

B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;

C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at http://www.justice.gov/ovw/grantees (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;

D. The provisions of the current edition of the Department of Justice Grants Financial Guide;

E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;

F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);

G. If grantee receives a grant award in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of $150,000 must contain this provision.

H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

1.31 Required State Assurances

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.

B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.

D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.

E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.

F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.

G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.

I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 System for Award Management (SAM) Requirements

A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.

B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Criminal History Reporting

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

2.4 Uniform Crime Reporting

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2A.060, Code of Criminal Procedure.

2.6 E-Verify

A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

    1. All persons employed to perform duties within Texas, during the term of the Grant; and
    2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

    If this certification is falsely made, the Grant Agreement may be terminated.

C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

2.7 Deceptive Trade Practices Violations

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.8 Hurricane Contract Violations

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.9 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Special Requirements for Units of Local Government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;

B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.11 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

A. A copy of the recipient's 501(c)(3) designation letter;

B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or

C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profitstatus.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Special Requirements for County Sexual Assault Response Teams and County Commissioners' Courts

Texas Government Code, Chapter 351, Subchapter J, requires counties in Texas to establish a sexual assault response team. The commissioners court of each county that receives a county adult sexual assault response team's biennial report during the preceding year must submit the response team's report to the Sexual Assault Survivors' Task Force not later than February 1 of each even-numbered year. Failure to comply with this requirement and the biennial response team reporting requirement may be used to determine ongoing eligibility for receiving OOG grant funds.

2.14 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.15 Enforcement of Public Camping Bans

Local Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Local Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Local Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban. The Comptroller of Public Accounts has adopted rules at Title 34, Part 1, Rule §20.600 applicable to implementation of Local Government Code, Section 364.004 requiring that in the event that a local entity receiving state grant funds is sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

2.16 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

2.17 Prohibition on Out-of-Scope Activities

Grant funds, including any associated cash or in-kind match, may not be used for the following out-of-scope activities:

1. Promoting or facilitating the violation of federal immigration law (e.g., training community members to evade immigration enforcement authorities).
2. Inculcating or promoting gender ideology as defined in Executive Order 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*.
3. Promoting or facilitating discriminatory programs or ideology, including illegal DEI and "diversity, equity, inclusion, and accessibility" programs that do not advance the policy of equal dignity and respect, as described in Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity* and in Executive Order GA 55, *Relating to State Agencies Complying with the Color-blind Guarantee of our State and Federal Constitutions by Prohibiting All Forms of Government Race Discrimination*. This prohibition is not intended to interfere with any federal or state statutory obligations, such as funding for Historically Black Colleges and Universities (HBCUs), culturally specific services, and disability programs;
4. Activities that frame domestic violence, sexual assault, or other violent crimes as systemic social justice issues rather than criminal offenses (e.g., prioritizing criminal justice reform or social justice theories over victim safety and offender accountability);
5. Generic community engagement or economic development without a clear link to violence prevention, victim safety, or offender accountability;
6. Programs that discourage collaboration with law enforcement or oppose or limit the role of police, prosecutors, or immigration enforcement in addressing violence against women and/or other aspects of public safety;
7. Awareness campaigns or media that do not lead to tangible improvements in prevention, victim safety, or offender accountability;
8. Initiatives that prioritize illegal aliens over U.S. citizens and legal residents in receiving program services and support;
9. Excessive funding for consulting fees, training, administrative costs, or other expenses not related to measurable violence prevention, victim support, and offender accountability.
10. Research projects; or
11. Any activity or program that unlawfully violates a state and/or federal Executive Order.

Failure to comply with this condition may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification.

3 Civil Rights

3.1 Compliance with Civil Rights and Nondiscrimination Requirements

A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
    i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
    ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
    iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))

C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4.

D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.

E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at https://ojp.gov/about/ocr/statutes.htm.

3.2 Limited English Proficiency

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at http://www.LEP.gov.

3.3 Equal Employment Opportunity Plan

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://ojp.gov/about/ocr/eeop.htm.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 Overtime

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

4.2 Notification of Grant-Contingent Employees

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5 Travel

5.1 Travel Policies

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 Procurement Practices and Policies

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.

B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

C. When contractual or equipment procurement is anticipated to be in excess of $10,000, grantees must address termination for cause and for convenience by the grantee including the manner by

which it will be affected and the basis for settlement.

6.2 Subcontracting

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 Buy Texas

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 Equipment Requirements

7.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between $500 and $4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.

B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.

C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 Maintenance and Repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, the grantee shall use the proceeds to repair or replace said equipment.

7.3 Automated License Plate Readers

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all

participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 Approved Indirect Cost Rate

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 De Minimis Rate

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 Grantee Subject to Audits

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

10.2 Single Audit Requirements

Any grantee expending more than $750,000 in state or $750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer

or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.

C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.

D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.

E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and

compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.

F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.

G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.

H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.

I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.

J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 Records Retention

A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.

B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.

   1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.

   2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.

   3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of

training completion for the time period specified in this Section.

4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.

5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 Inherently Religious Activities

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political

activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.

E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 Generally Prohibited Expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

A. Costs of advertising and public relations designed solely to promote the governmental unit;

B. Costs of international travel[1];

C. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging,

[1] In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

rentals, transportation, and gratuities);

D. Fundraising;

E. Lobbying;

F. Alcoholic beverages;

G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and

H. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.4 Acorn

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt.

12 Financial Requirements

12.1 Financial Status Reports

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance

against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

ATTACHMENT B

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2848911	**Award Amount:**	$4,519,976.00
Date Awarded:	10/31/2025	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2025 - 08/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2026	**Grantee GPI:**	$0.00
Program Fund:	TG-Texas Anti-Gang (TAG) Program	**Total Project Cost:**	$4,519,976.00
Grantee Name:	North Richland Hills, City of		
Project Title:	North Texas Anti-Gang Center		
Grant Manager:	Darryl Sanders		
Unique Entity Identifier (UEI):	G3D6UCVKR963		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-TG-ST-0019
Total Federal Award/State Funds Appropriated:	$34,500,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the TAG Program is to support strategic partnerships and targeted, regional, multidisciplinary approaches to successfully combat gang violence through the coordination of

	gang prevention, intervention, and suppression activities. (NOTE: This funds source was also known as AG when administered by CJD.)

ATTACHMENT C

Agency Name: North Richland Hills, City of
Grant/App: 2848911 **Start Date:** 9/1/2025 **End Date:** 8/31/2026

Project Title: North Texas Anti-Gang Center
Status: Active Grant

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17560051942002

Application Eligibility Certify:
Created on:2/3/2025 10:23:58 AM By:Michael Shelley

Profile Information

Applicant Agency Name: North Richland Hills, City of
Project Title: North Texas Anti-Gang Center
Division or Unit to Administer the Project: North Richland Hills Police Department
Address Line 1: 4301 City Point Drive
Address Line 2:
City/State/Zip: North Richland Hills Texas 76180-6949
Start Date: 9/1/2025
End Date: 8/31/2026

Regional Council of Goverments(COG) within the Project's Impact Area: North Central Texas Council of Governments
Headquarter County: Dallas
Counties within Project's Impact Area:
Anderson,Angelina,Archer,Baylor,Bowie,Brown,Camp,Carson,Cass,Cherokee,Clay,Coke,Coleman,Collin,Comanche,Concho,Cooke,Dallas,Delta,Denton,Eastland,Ellis,Era

Grant Officials:
Authorized Official
Name: Jeff Garner
Email: jgarner@nrhtx.com
Address 1: 4301 City Point
Address 1:
City: North Richland Hills, Texas 76180
Phone: 817-427-4006 Other Phone: 817-427-7008
Fax:
Title: Mr.
Salutation: Chief
Position: Chief of Police

Financial Official
Name: Rachel Clements
Email: rclements@nrhtx.com
Address 1: PO Box 820609
Address 1: ATTN: Finance
City: North Richland Hills, Texas 76182
Phone: 817-427-6155 Other Phone:
Fax: 817-427-6151
Title: Ms.
Salutation: Ms.
Position: Finance Grant Specialist

Project Director
Name: Michael Shelley
Email: mshelley@nrhtx.com
Address 1: 4301 City Point Drive
Address 1:
City: North Richland Hills, Texas 76182
Phone: 817-427-7003 Other Phone:
Fax:
Title: Mr.
Salutation: Captain
Position: Captain

Grant Writer
Name: Scott McRory
Email: scott.mcrory@texomahidta.org
Address 1: 6303 Commerce Drive, Suite 100
Address 1:
City: Irving, Texas 75063
Phone: 972-915-9504 Other Phone: 214-724-3458
Fax:
Title: Mr.
Salutation: Mr.
Position: North Texas TAG Administrator

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17560051942002
Unique Entity Identifier (UEI): G3D6UCVKR963

Narrative Information

Introduction

The purpose of the Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems
Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

TXGANG Criminal Gang Database Reporting
Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

SAFECOM
All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The North Texas Anti-Gang Center (TAG) is a physical environment funded by the Texas Office of the Governor (OOG) Homeland Security Grants Division (HSGD). It was established to support strategic law enforcement partnership within the North Texas region to combat gang violence and organized crime associated with these criminal enterprises. The multi-disciplinary approach of the TAG concentrates efforts through the coordination of prevention, intervention, and suppression of criminal street gang and security threat group activities. The combined law enforcement resources and strategies are designed to effectively decrease the threat created by gang activities. The mission is to disrupt and dismantle the command and control of these criminal organizations, which affect public safety in our communities. The objective remains to build and expand the TAG partnership with the 20 participating agencies and effectively leverage valuable resources such as intelligence, personnel, and equipment. In addition, the TAG explores opportunities to partner with local agencies for gang prevention measures addressing the growing problem, as well as participate in intervention measures to stem the activities of current gang members. The TAG building fosters an environment that bolsters open communication, deconfliction, and intelligence sharing between multi agency law enforcement operations. Furthermore, the TAG facilitates law enforcement training sessions, conferences, and monthly area intelligence meetings. The TAG implemented the StopNorthTexasGangs.org website, which allows the public to submit anonymous tips on wanted gang fugitives and tips on gang activities in our Area of Responsibility (AOR). The TAG includes Region 1 for the Texas Department of Public Safety (DPS), which is located within the northeast portion of Texas. Region 1 contains five Metropolitan Statistical Areas, including Dallas-Fort Worth-Arlington, and Sherman-Denison. [NOTE: Region 1 covers s2 counties.] With an estimated 9.6 million residents covering approximately 8,676 square miles, Region 1 is home to approximately 23,000 assessed gang members. The TAG began operations on May 1, 2016, and is open to law enforcement agencies with responsibilities to oversee, enforce, and/or prosecute gangs and gang related activity. Four anchor agencies relocated their gang units to the TAG. The Dallas County District Attorney's Office (DCDAO) has assigned a full-time Border Prosecution Unit attorney at the TAG. Through these partnerships, personnel from the following agencies are also represented in some form at the TAG - Dallas Police Department (PD), Fort Worth PD, Irving PD, Arlington PD, Mesquite PD, Irving PD, Forney PD, Richardson PD, Decatur PD, Bridgeport PD, Hickory Creek PD, Lancaster PD, Fannin County SO, Grayson County SO, Kaufman County SO, Lewisville PD, Garland PD, Parker County Sheriff's Office (SO), Collin County SO, Denton County SO, Wise County SO, Hood County SO, Johnson County SO, Cooke County SO, Texas DPS Criminal Investigation Division, Kaufman County Constables Office (Precinct 2), Texas Alcohol and Beverage Commission, Texas Juvenile Justice Department, Texas Department of Corrections-OIG, Federal Bureau of Investigation, Bureau of Alcohol, Tobacco, Firearms and Explosives, Homeland Security Investigations, ICE Enforcement Removal Operations, Drug Enforcement Administration, Balch Springs City Marshal's Office, DCDAO, and the Kaufman County District Attorney's Office. The TAG has established an on-going partnership with the Oklahoma Bureau of Narcotics to facilitate seamless intelligence sharing as it relates to offenses associated with interstate nexus. Through the collaborative and cooperative efforts of these agencies, the TAG's purpose is to enhance the investigative efforts of law enforcement in the North Texas area combating gangs and violent crime committed by gangs. The TAG and the Texoma HIDTA share a state-of-the-art training center, which provides training to agencies across the North Texas area. Such training includes, but is not limited to, anti-gang enforcement tactics ranging from street stop encounters by law enforcement with violent gang members to long-term investigations of complex criminal investigations of organized/violent gang organizations.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Several factors affect the propensity of gang and organized criminal activity in the DFW metroplex. These include the presence of several major interstate corridors as well as being home to four of the largest counties in Texas (Dallas, Tarrant, Collin, Denton), with over 8 million residents as of 2023. Current demographics demonstrate a 15%-24% increase in population in outlying counties in the metroplex, to include Parker, Wise, Hunt, Rockwall, Kaufman, Ellis, and Johnson Counties. These counties generate over one million additional residents in the metroplex. The rapid population growth across these counties continues to be a contributing factor. The metroplex is a primary hub for gangs and organizations engaged in serious and violent criminal activities, including but not limited to human, drug and gun trafficking, assaults, and homicides. The presence of transnational gangs such as MS-13, Tren de Aragua (TdA), and 18th Street have increased their footprint across North Texas. As a result, the area has experienced an increase in violence related to such groups relocating to the DFW area. TdA, a Venezuelan criminal organization, has expanded their presence in Central and South America. Reporting estimates between 2,500 to 7,000 TdA members, with networks progressively expanding operations throughout Latin America, the U.S. and Canada. Law enforcement intelligence reported their presence in Florida, Nevada, Texas, Illinois, and New York. Canada issued a TdA threat assessment stating that "members have made their way to Canada and are operating in multiple Canadian provinces. Most known members are operating in areas where there is a high Venezuelan diaspora. The suspected members have been known to exploit the Canada/ US border by crossing between the two countries undetected." These reports suggests members are involved in human smuggling and drug trafficking and exploits migratory movements destined for the U.S. Law enforcement seeks to identify the extent of their criminal activity and presence in the U.S. Previously established behavior in South America indicates an ability to assimilate with other criminal actors and local gangs in new regions suggesting the possibility to recruit and/or align with other U.S. based gangs, transnational gangs, and transnational criminal organizations so facilitate expansion and role in illicit activities. Texas DPS (U//LES) reports they are a traditionally violent transnational gang with thousands of members and their presence in Texas poses a potential public safety threat. There is limited reporting on the extent of their presence and criminal operations in the state. North Texas law enforcement partners have developed areas of interest as it relates to TdA and investigations continue to identify and confirm associates of the organization. Federal agencies along the Texas-Mexico border documented encounters where individuals are identified by tattoos commonly associated with TdA membership; however, new intelligence suggests leadership is directing a more discreet posture limiting outward identifiers. Members indicated intended destinations in New York; Florida; Houston, Texas; Dallas, Texas; and Austin, Texas. Gang presence and activity within Fort Worth is robust and active. Local street gangs and hybrids have perpetuated violence in the city to a new level. Hybrid gangs have been at the center of a surge of opportunistic violent robberies and shootings. Individuals are typically in their late teens to early twenties. Their youth and ever-evolving nature have spawned hundreds of active cliques. Previous reports indicated Tango Blast maintains the largest overall gang membership in the area; once released from incarceration, many members tend to drop their affiliation in favor of the smaller street gang which they were previously aligned. Other significant gangs are the Bandidos Outlaw Motorcycle Gang, MS-13, Surenos, various sets of Crips & Bloods, and Aryan Circle. Others include the Texas Syndicate, 18th Street and Gangster Disciples. The largest and most active street gangs in Region 1 include Crips (all sets), Surenos (all sets), Bloods (all sets), and Latin Kings. The largest and most active prison gangs are the metroplex cliques of Tango Blast, Aryan Brotherhood of Texas (ABT), and Aryan Circle. The ABT and Aryan Circle maintain a strong presence east of Dallas, while the Latin Kings are active in north Fort Worth and Denton. Agencies in the region report a significant presence of Gangster Disciples, Nortenos, 18th Street, MS-13 and Texas Syndicate. In summation, North Texas law enforcement agencies bear the responsibility to investigate and prosecute related criminal activities and organizations. Enhanced cooperation and participation among these agencies further their ability to fulfill the mission, to protect public safety, as gangs remain a significant threat to the commerce and residents of Texas.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The existing capabilities of the TAG consist of the Participant Agencies which include: the FBI, DEA, ATF, HSI, Texas DPS, Dallas PD, Arlington PD, Fort Worth PD, Irving PD, North Richland Hills PD, Plano PD, Denton PD, Forney PD, Dallas County District Attorney's (DA) Office, Tarrant County DA's Office, Tarrant County SO, Kaufman County DA's Office, Ellis County SO, and Texas Alcohol and Beverage Control. The Texas Juvenile Justice Department has been added our first non-constituent, non-voting agency. Current capabilities include individual agencies' IT network systems, law enforcement and intelligence support personnel and equipment, state and federal prosecutors, fiscal operational support, electronic surveillance equipment and numerous software platform capabilities.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The overall goal is to enhance coordinated law enforcement activity targeting gangs and other criminal organizations operating in or affecting the region. This is achieved in part by co-locating representatives from federal, state and local law enforcement agencies in a "dedicated facility" (TAG). While this remains true today, a new approach for the TAG needs to be evaluated. There are three federal agencies, and one state agency seated in the TAG. While there are several task force officers associated with the federal agencies there remains a gap in local street level intelligence. Gangs are primarily a local law enforcement issue. There are international gangs operating within the state; however, most of the gang activity occurs at the local level affecting these communities. This TAG is unique among all other TAG's due to the size of area of responsibility. As stated earlier, the DFW metroplex's combined population was approximately 8.1 million individuals and

covered approximately 8,676 square miles, which forms the largest combined population region in the state. Additionally, there are approximately 200 law enforcement agencies in this area. Most agencies that could benefit from participation in the TAG cannot travel daily to the TAG for office space and co-location only to return to their communities to conduct gang and violent crime investigations. The geographic footprint of the DFW metroplex does not lend itself to a "one-size fits all" TAG. Although gangs are operating throughout the DFW metroplex, the gang problem is unique to its own geographic boundaries and is not the same throughout the area. Kaufman County, Texas is the fastest growing county in the U.S. Due to their population growth, there has been an increase in population, schools, businesses, and, unfortunately, crime. With the support of the TAG, and subsequently joining as a member, a Kaufman County Street Crimes Unit was established. The TAG has supported this effort by funding four positions, flock cameras throughout the county, associated equipment, and training. Since the establishment, enforcement activity has increased resulting in combating their gang related activities.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
The goal for this project remains to provide a "centralized point" of coordination for law enforcement operations and intelligence gathering to curb gang activity and violence via multi-agency partnerships with key federal, state, and local law enforcement agencies. The TAG allows for deconfliction of investigations by centralizing planned events and helps prevent the compromising of investigations by reducing conflicting events and targets. By partnering with regional law enforcement agencies, the TAG will promote the development of intelligence and tactics to better combat violent criminal gangs in and around the North Texas area. Multiple agencies working together ensures the coordination of efforts to focus on gang activities that threaten the safety of our neighborhoods. The TAG project provides relief to high crime areas affected by gang violence by disrupting gang-related crime. The effectiveness of the TAG project is based on achieving progress towards the identified project-specific measures. The measurable goals (outputs and outcomes) include number of gang contacts, number of gang members arrested, number of gangs targeted/investigated, number of weapons seized, drug and currency seizures, number of participating agencies, number of multi-agency operations, number of gangs disrupted, and number of TAG-hosted training sessions. The baseline information for the measures and goals are determined by gathering statistical data from TAG participating agencies. All data required for statistical and evaluative purposes of the project is coordinated and collected by the TAG Administrator and maintained on an on-site TAG server. Collected data and subsequent analysis and assessments will be made available to the Homeland Security Grants Division and all TAG partnering agencies. Data and analysis will also serve as a viable tool for local law enforcement that will allow efforts to be tailored to the specific needs of the community according to trends.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
1.2.2 Establish and enhance multi-agency anti-gang centers in regions throughout the state to integrate and enhance the efforts of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

Target Group :
Identify the target group and population expected to benefit from this project.
The DFW metroplex and outlying jurisdictions within the North Texas TAG area of responsibility.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
The TAG continues to work to develop several "smart policing" strategies that focus on offender based and/or location-based intelligence gathering and enforcement methodologies. TAG agencies develop intelligence associated with gang violence and shootings by coordinating intelligence developed through crime gun analysis throughout the greater North Texas/DFW areas and statewide. Additionally, the TAG strategically targets violent gang offenders engaged in serial shooting activity utilizing this intelligence. This is a developing approach to aid TAG partner agencies in current investigations and initiate new investigations across the area. In addition, the usage of the "Stop North Texas Gangs" website will enhance and expand upon established intelligence sharing capabilities as it pertains to law enforcement's efforts against violent gangs and violent crime. This application is evolving to include tip-line capabilities as well as law enforcement agency access. Efforts to develop additional capabilities are ongoing.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Gangs - Multijurisdictional	100.00	Agencies housed within the North Texas TAG have a primary focus on the investigation of criminal street gangs and organizations operating in and around the greater North Texas area that are responsible for violent crime within that region. The TAG serves to enhance the cooperation/collaboration between these agencies and those located within the area by providing the resources that create and allow for a greater sharing and collaboration effort among agencies.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	615
Number of gang members arrested for misdemeanor offenses.	185
Number of gangs targeted.	100
Number of participating agencies.	90
Number of weapons seized by officers supporting the TAG initiative.	415

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Dollar value of cash forfeitures donated to the project.	0
Number of convictions.	95

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
All contracts for services will be generated through the City of North Richland Hills Purchasing Department and will comply with all federal and state purchasing requirements. The primary project compliance manager is in the North Richland Hills Police Department Community Resources Division. The North Richland Hills Police Department Community Resources Division Captain shall oversee approval of all payments for service and the City of North Richland Hills Finance Department shall execute payments in accordance with existing written procedures.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2025
Enter the End Date [mm/dd/yyyy]:
9/30/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
6789209
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
6048951

Single Audit

Applicants who expend less than $1,000,000 in federal grant funding or less than $1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $1,000,000 or more, or state grant funding of $1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
4/15/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$3,011,545.50	$0.00	$0.00	$0.00	$3,011,545.50
Equipment	$510,933.41	$0.00	$0.00	$0.00	$510,933.41
Indirect Costs	$152,775.60	$0.00	$0.00	$0.00	$152,775.60
Personnel	$60,881.04	$0.00	$0.00	$0.00	$60,881.04
Supplies and Direct Operating Expenses	$739,038.00	$0.00	$0.00	$0.00	$739,038.00
Travel and Training	$44,802.45	$0.00	$0.00	$0.00	$44,802.45

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$4,519,976.00	$0.00	$0.00	$0.00	$4,519,976.00

ATTACHMENT D

ASSET INVENTORY FORM

GRANT NAME: NORTH TEXAS ANTI-GANG CENTER
GRANT YEAR: 2025-2026
CFDA NUMBER: NONE
FEDERAL/STATE AWARD ID: 2026-TG-ST-0019
EGRANTS NUMBER: 2848911

DESCRIPTION	SERIAL NUMBER OR ID #	WHO HOLDS THE TITLE	ACQUISITION DATE	COST	% of FEDERAL PARTICIPATION	LOCATION	USE	CONDITION	DISPOSITION
Drone Detection Software		City of North Richland Hills		$17,078.62	0%	TAG-6303 Commerce Dr Irivng TX 75063	Gang-related criminal investigations	New	Transfer ownership to City of Irving
Shoot Tank - PF13000 Proof & Function Trap		City of North Richland Hills		$37,160.00	0%	TAG-6303 Commerce Dr Irivng TX 75063	Gang-related criminal investigations	New	Transfer ownership to City of Irving

$54,238.62

DATE AND SIGNATURE OF TRANSFER

RECIPIENT
CITY OF NORTH RICHLAND HILLS / N. TEXAS ANTI-GANG CENTER

(to be signed at time of actual transfer)

Signature

Printed Name and Title

Date

RECEIVING JURISDICTION/AGENCY

Name
(to be signed at time of actual transfer)

Signature

Printed Name and Title

Date

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Authorize the City Manager to execute an amendment to the contract with Halff Associates, Inc., increasing the total contract amount, not to exceed $140,050, to include the remaining planning phases and specialized assessments for the North Richland Hills Parks, Recreation, and Open Space Master Plan.

PRESENTER: Adrien Pekurney, Parks and Recreation Director

SUMMARY:

Staff is requesting an increase to the contract with Halff Associates, Inc. by $97,750 for continued professional planning services related to the city-wide Parks, Recreation, and Open Space Master Plan. The increased funding is supported by capital project savings transfer and the recently adopted Revised FY2026 project budget supported by Park Sales Tax Fund. The original contract included only Phase 1 (Discover) of the planning process. This amendment will extend contractual services through the remaining three phases (Phase 2: Assess, Phase 3: Recommend, and Phase 4: Implement), as well as incorporate two specialized assessments including a Recreational Programming Assessment and an Operational Efficiency Assessment. The revised total not to exceed contract amount is $140,050. The services outlined in the amendment to be completed by September 30, 2027.

GENERAL DESCRIPTION:

The City is currently developing a comprehensive Parks, Recreation, and Open Space Master Plan to establish a ten-year implementation action plan that prioritizes municipal parks and recreation projects as funding is available. The last full comprehensive plan was completed in 2007 with a plan update in 2016.

The initial contract execution entered by the City with Halff Associates, Inc. was in the amount of $42,300 for Phase 1 (Discover) encompassing project initiation, community data collection and audits, and initial community visioning—including a statistically valid mail survey, an online public survey, and a public open house.

To complete the remainder of the comprehensive planning process, staff requests this contract amendment to authorize the following remaining phases:

- *Phase 2 (Assess)***:** Establishes a localized target level of service (LOS), proximity/walkability analysis, gap analysis, and park conditions assessments for up to five City parks. Additional park assessments will be completed by staff.
- *Phase 3 (Recommend)***:** Creates a prioritized capital investment program and a policy guide to address parks system growth, maintenance and operational needs, and general administration of maintaining the system at a high standard.
- *Phase 4 (Implement)***:** Produces the draft Master Plan, facilitates public adoption meetings with the Parks and Recreation Board and City Council, and delivers the finalized digital plan and GIS mapping data to the City.

Additionally, this contract amendment incorporates two specialized assessments to optimize municipal operations:

1. *Recreational Programming Assessment* ($12,000 add-alternate)**:** A high-level analysis of current special events, program lifecycles, and service classifications to optimize recreational program offerings.
2. *Operational Efficiency Assessment* ($14,000 add-alternate)**:** An evaluation of staffing structures and historical budgets (past 5 FY years) measured against national and regional DFW Metroplex benchmarks.

The baseline cost for the remaining phases (Phases 2, 3, and 4) is $71,750. Adding the $26,000 for both specialized assessments results in the contract amendment increase represented by this contract amendment of $97,750; bringing the overall contract maximum not to exceed $140,050. Funding is available in capital project PK2507.

RECOMMENDATION:

Authorize the City Manager to execute an amendment to the contract with Halff Associates, Inc., increasing the total contract amount, not to exceed $140,050, to include Phase 2, Phase 3, Phase 4, and two specialized recreational and operational assessments for the comprehensive North Richland Hills Parks, Recreation, and Open Space Master Plan.

AMENDMENT TO
CITY OF NORTH RICHLAND HILLS
AGREEMENT FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

WHEREAS, the City of North Richland Hills ("City") and HALFF ASSOCIATES, INC., ("Consultant") collectively referred to as the "parties," made and entered into an Agreement for Engineering Services effective on December 4, 2025 ("Agreement"); and

WHEREAS, the Agreement involves professional engineering services in connection with the NORTH RICHLAND HILLS PARKS, RECREATION, AND OPEN SPACE MASTER PLAN PROJECT; and

WHEREAS, the Agreement provides for a maximum expenditure amount not to exceed $42,300.00; and

WHEREAS, City and Consultant have determined that additional expenditures are necessary for "Assess", "Recommend", and "Implement" phases of the Master Plan that were not a part of the original estimated values used to develop the previously approved amount of $42,300.00; and

WHEREAS, the parties now wish to amend the Agreement to increase the authorized amount to $140,050.00 to provide services for the project.

NOW THEREFORE, City and Consultant, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Section 1 ("Scope of Services") of the Agreement is amended to read as follows:

> **SCOPE OF SERVICES**
> Consultant agrees to provide professional planning services as described in Attachment A (Scope of Planning Services for North Richland Hills Parks, Recreation and Open Space Master Plan) and Attachment B (Basis for Compensation). This Agreement includes the following tasks listed within "Basic Services" and "Add Alternates for Council Consideration" within Attachments A and B:
>
> - **Basic Services**
> - Task 1 – Discover
> - Task 1.1 – Project Initiation
> - Task 1.2 – Pre-Planning and Background Information
> - Task 1.3 – Community Audit
> - Task 1.4 – Community Visioning
> - Task 1.5 – Project Management and QA/QC
> - Task 2 – Assess
> - Task 2.1 – Vision and Goal Confirmation
> - Task 2.2 – Access-Based Assessment
> - Task 2.3 – Demand-Based Assessment
> - Task 2.4 – Conditions Assessment
> - Task 2.5 – Project Management and QA/QC
> - Task 3 – Recommend

        - Task 3.1 – Preliminary Work Program
        - Task 3.2 – Finalized Work Program and Action Plan
        - Task 3.3 – Project Management and QA/QC
    - Task 4 – Implement
        - Task 4.1 – Master Plan Document
        - Task 4.2 – Plan Adoption
        - Task 4.3 – Plan Delivery
        - Task 4.4 – Project Management and QA/QC
- **Add Alternates for Council Consideration**
    - Recreational Programming Assessment
    - Operational Efficiency Assessment

2. Section 2 ("Compensation") of the Agreement is amended to read as follows:

    COMPENSATION
    The compensation to be paid to Consultant for all services performed hereunder shall not exceed One Hundred Forty Thousand, Fifty Dollars ($140,050.00). No expenses shall be paid under this Agreement in excess of such amount without the express written consent of the City.

3. Section 3 ("Term") of the Agreement is amended to read as follows:

    TERM
    The Contract shall be effective upon issuance of notice to proceed and shall expire upon completion of all services contemplated herein, but not later than September 30, 2027.

4. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman, City Manager

Date: _____

HALFF ASSOCIATES, INC:

By: _____
Lenny Hughes, Practice Leader

Date: _____

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley A. Anderle, City Attorney

City Secretary Office
Official Record Copy

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES ("Contract")** is made by the **CITY OF NORTH RICHLAND HILLS ("City")**, a Texas municipal corporation, and **HALFF ASSOCIATES, INC. ("Consultant")**. The parties are each individually referred to herein as a "party" and collectively as the "parties."

1. **SCOPE OF SERVICES**
Consultant agrees to provide professional planning services as described in Attachment A (Scope of Planning Services for North Richland Hills Parks, Recreation and Open Space Master Plan: Phase 1 – Discover). This Agreement includes the following tasks listed within Phase 1 of Attachment A:

- Task 1.1 – Project Initiation;
- Task 1.2 – Pre-Planning and Background Information;
- Task 1.3 – Community Audit;
- Task 1.4 – Community Visioning;
- Task 1.5 – Project Management and QA/QC

2. **COMPENSATION**
The compensation to be paid to Consultant for all services performed hereunder shall not exceed **forty-two thousand, three-hundred dollars ($42,300.00).** No expenses shall be paid under this Agreement in excess of such amount without the express written consent of the City.

3. **TERM**
This Contract shall be effective upon issuance of notice to proceed and shall expire upon completion of all services contemplated herein, but not later than **December 31, 2026**.

4. **TERMINATION**
Either party may terminate this Contract at any time for cause or convenience by providing thirty (30) days' written notice to the other party. Upon the receipt of such notice, Consultant shall immediately discontinue all services and work and the placing of all orders or the entering into contracts for all supplies, assistance, facilities, and materials in connection with the performance of this Contract and shall proceed to cancel promptly all existing contracts insofar as they are chargeable to this Contract. Consultant shall not be entitled to lost or anticipated profits should City choose to exercise its option to terminate. If Consultant is terminated for convenience by City, then Consultant shall have no liability for any damages that stem from such termination, including damages that are liquidated or consequential in nature.

4.1 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

5. **INDEMNIFICATION:**
CONSULTANT HEREBY COVENANTS AND CONTRACTS TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, OR SUITS, ARISING OUT OF, RELATING TO, OR RESULTING FROM ENGINEER'S NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ENGINEER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY

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OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL NOT BE OBLIGATED TO INDEMNIFY OR DEFEND CITY, ITS OFFICERS, EMPLOYEES, OR AGENTS IN ANY MANNER FOR THE NEGLIGENCE OF CITY, ITS OFFICERS, EMPLOYEES OR AGENTS. ENGINEER'S OBLIGATION TO DEFEND ABOVE SHALL NOT APPLY TO PROFESSIONAL LIABILITY CLAIMS, BUT RATHER FOR PROFESSIONAL LIABILITY CLAIMS ENGINEER WILL REIMBURSE THE CITY FOR ALL REASONABLE DEFENSE COSTS IN THE SAME PROPORTION ENGINEER IS FOUND LIABLE.

THE INDEMNIFIED ITEMS MAY INCLUDE, BUT IS NOT LIMITED TO, PERSONAL INJURY AND DEATH CLAIMS, AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES INCURRED BY AN INDEMNIFIED PARTY OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY PROVISION.

IN ADDITION TO THE DEFENSE OBLIGATIONS OF ENGINEER ABOVE, TO THE EXTENT DEFENSE COVERAGE IS AVAILABLE UNDER ANY APPLICABLE INSURANCE POLICY MAINTAINED BY ENGINEER, AND SUCH POLICY PROVIDES A DEFENSE TO ADDITIONAL INSUREDS, CITY SHALL BE ENTITLED TO SUCH DEFENSE AS AN ADDITIONAL INSURED UNDER THE POLICY, IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND LIMITATIONS OF SAID POLICY.

ENGINEER'S OBLIGATIONS UNDER THIS PROVISION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINTED BY ENGINEER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

NOTWITHSTANDING ANY PROVISION OF LAW TO THE CONTRARY, INCLUDING STATUTORY EMPLOYER DEFENSES OR ANY WORKERS' COMPENSATION STATUTES THAT MIGHT OTHERWISE LIMIT THE INDEMNITY OBLIGATIONS OF THE INDEMNITOR, INDEMNITOR AGREES TO WAIVE SUCH DEFENSES AND ACKNOWLEDGES THAT ITS INDEMNITY OBLIGATIONS HEREUNDER SHALL APPLY REGARDLESS OF ANY IMMUNITY IT MAY HAVE UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

6. **INDEPENDENT CONTRACTOR**

Consultant shall perform all work and services hereunder as an independent contractor and not as an officer, agent, or employee of the City. Consultant shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing the same, and shall be solely responsible for the acts and omissions of its agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Consultant, its agents, employees, and subcontractors; and the doctrine of respondeat superior shall have no application as between the City and the Consultant.

7. **QUALIFICATIONS**

Consultant shall meet the following qualifications to provide services under this Agreement:
State of Texas licensure.

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8. **PROHIBITION OF ASSIGNMENT**
Neither party hereto shall assign, sublet, or transfer its interest herein without the prior written consent of the other party, and any attempted assignment, sublease, or transfer of all or any part hereof without such prior written consent shall be void.

9. **CHOICE OF LAW; VENUE**
This Contract shall be construed in accordance with the laws of the State of Texas. Should any action, at law or in equity, arise out of the terms herein, exclusive venue for said action shall be in Tarrant County, Texas.

10. **FORCE MAJEURE**
Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

11. **CONFIDENTIAL INFORMATION**

Consultant understands and acknowledges that Consultant will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Consultant shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Consultant agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, or unauthorized use of, any confidential information by Consultant is a material breach of this Agreement. If Consultant violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Consultant agrees to indemnify and hold the City harmless for any claims or damages caused by Consultant's breach of this confidentiality provision.

12. **RIGHT TO AUDIT**
During the term of this Agreement, and at any time within three (3) years following the expiration of this Agreement, the City shall have the right of access to all information held in the possession of the Consultant related to services performed under this Agreement, for audit purposes or otherwise. Consultant agrees to provide access to such information unless expressly prohibited from doing so by court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits and the need for the information. Consultant agrees that it will keep records relating to the services provided hereunder for as long as required by law.

13. **NOTICES**
Any notice required to be given hereunder shall be given by certified mail, return receipt, to the following addresses:

If to City:
City of North Richland Hills
Attn: Paulette Hartman, City Manager
4301 City Point Drive
North Richland Hills, Texas 76102

If to Consultant:
HALFF Associates, Inc.
Attn: Legal Department
2380 Performance Dr, Bldg C, Suite 150
Richardson, Texas 75082

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Email: pahartman@nrhtx.com

Email: Legalhelp@halff.com

With copy to the City Attorney at the same address.

14. **INSURANCE**

Consultant shall maintain the following Insurance coverage during the term of this Contract, or other coverage acceptable to the City:

Comprehensive general liability insurance policy in minimum amounts of $1,000,000 per occurrence and $2,000,000 general aggregate for damage and/or injury to persons or property.

Professional liability policy with limits of $1,000,000 per claim or occurrence.

Worker's compensation insurance or its equivalent in the minimum statutory amount in the state where Consultant conducts its business.

Auto liability policy or its equivalent with a combined single limit of $1,000,000 per accident.

The City, its officers, officials, and employees are to be named as "Additional Insured" on the commercial general liability, automobile liability, and any excess liability policies as respects liability arising out of activities performed by or on behalf of Consultant.

15. **DISPUTE RESOLUTION**

Except in the event of termination pursuant to Section 4.1, if either City or Consultant has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered, or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute, or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the written notice, both parties shall commence the resolution process and make a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation in Tarrant County, Texas, upon written consent of authorized representatives of both parties in accordance with the Industry Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. The mediator shall be agreed to by the parties. Each party shall be liable for its own expenses, including reasonable attorney's fees; however, the parties shall share equally in the costs of the mediation. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with this informal dispute resolution process, the parties agree to continue without delay all of their respective duties and obligations under this Agreement, not affected by the dispute. Either party may, before or during the exercise of the informal dispute resolution process set forth herein, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests.

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EXECUTED on this, the 1st day of December, 2026

ACCEPTED AND AGREED:

HALFF ASSOCIATES, INC.:

By: Lenny Hughes
Lenny Hughes
Practice Leader, Landscape Architecture

Date: Dec. 1, 2025

ATTEST:

By: Shelly Stancill
Name: Shelly Stancill
Title: Admin

SHELLY STANCILL
Notary Public, State of Texas
Comm. Expires 03-13-2027
Notary ID 3061698

CITY OF NORTH RICHLAND HILLS:

By:
Paulette Hartman
City Manager

Date: 12/4/25

ATTEST:

By:
Alicia Richardson
City Secretary/Chief Governance Officer

CITY OF NORTH RICHLAND HILLS, TEXAS

APPROVED TO FORM AND LEGALITY:

By:
Bradley A. Anderle
City Attorney

NRH Council Action Y (N)

Date Approved 12·4·2025

Agenda No.

Ord / Res No.

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ATTACHMENT A
SCOPE OF PLANNING SERVICES FOR NORTH RICHLAND HILLS PARKS, RECREATION AND OPEN SPACE MASTER PLAN

PROJECT DESCRIPTION

Halff shall provide planning services to the City of North Richland Hills (the "City") that result in the North Richland Hills Parks, Recreation and Open Space Master Plan (the "Master Plan"). The resulting master plan will include collaborative planning efforts between the City of North Richland Hills, Halff, and partners to develop an implementation action plan that prioritizes projects over the next ten years.

PLANNING PROCESS PARAMETERS

This Scope of Services (the "Scope of Services") is subject to the following parameters:

1. It is anticipated that the Plan will take 14 months to complete – including delivery of a draft report to the City Council. The subsequent timeframe and adoption of the final Plan will vary depending on the City's scheduling preferences.

2. The Project will begin from the date of contract execution and will follow a task-by-task schedule prepared as part of the Project initiation process outlined in this Scope of Services. Any adjustments made to the Project schedule during the Project term will be jointly agreed upon between the Client and Halff.

3. The study area will include all property within the North Richland Hills city limits. Other surrounding properties or facilities that may be utilized by the City with the goal of achieving an orderly long-term growth and development may be considered as mutually agreed upon between the Client and Halff.

4. Draft and final Plan reports will be prepared in electronic (e.g., Adobe In-Design) format. Reports will be provided to the City in INDD, PDF format suitable for distribution electronically and for posting to the City website. Mapping files will be provided in ArcGIS format including shapefiles and layer packages for use by the City.

5. Tasks undertaken as part of this Project may occur concurrently where appropriate, or in some cases may vary from the sequence shown in the Scope of Services.

6. References to a "Trip" within this Exhibit refer to travel to the City by members of the Halff team from outside of Tarrant County. If deemed necessary and upon agreement between the City and Halff "Trip" activities, meetings, and events may be conducted solely as "virtual" engagements using suitable video-conferencing technology.

7. Where possible, committee and planning meetings will be scheduled by Halff and/or the City on concurrent days and evenings for greater project efficiency.

8. Any additional meetings or events beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services.

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9. Only minor revisions will be made following adoption to produce the final deliverables. Substantive revisions after adoption may require additional services depending on their nature.

10. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date depiction of the existing conditions. In the instance that the City's data is out-of-date, inaccurate, or otherwise not usable for creating base maps, or to perform the identified analyses set out in this Scope of Services, Halff may request that the City update the data so that it is accurate and usable or may request an additional service to undertake the data creation/correction on behalf of the City. Delays in receiving accurate data or creating new base map data (as may be needed to undertake the requisite tasks set out in this Scope of Services), may delay overall completion of the Project.

11. Halff will prepare data analysis of demographics, existing conditions, or other relevant environmental factors using the latest data provided by the Client or available publicly at the time of task compilation. Halff will request additional services to update those analyses if existing conditions change during the Project.

12. Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as meeting notes and minutes.

13. Halff's project involvement and facilitation as described in this Scope of Services (Attachment A) is contingent upon Client's execution of this Scope of Services and the attached Standard Terms and Conditions as well as the Basis of Compensation (Attachment B), Client Support (Attachment C), and Project Schedule (Attachment D).

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PHASE 1 – DISCOVER

TASK 1.1 - PROJECT INITIATION

Halff will undertake the following activities to ensure the efficient initiation of the planning process:

- **Kick-off Meeting.** Halff will coordinate a project kick-off conference call with the Client to discuss project logistics, establish key milestones, request information to be provided by Client, refine the planning process and calendar, coordinate the system tour visit, review the QA/QC process, establish project schedule, and review the public engagement strategy.
- **System Tour (Trip #1).** Halff will coordinate with the Client to conduct a 1-day driving tour of the Client's parks system and facilities. The intent of the tour is to get a first-hand perspective of the issues, challenges, and opportunities of the system. City staff will prepare an agenda for the tour to include parks of varying classification and development need.

TASK 1.2 – PRE-PLANNING AND BACKGROUND INFORMATION

Halff will prepare the following pre-planning items to ensure a successful planning process:

- **Data Collection.** Halff will prepare a Request for Information (RFI) form for the City to provide relevant background data, files, photos, plans, studies, and other pertinent information to the Project. The RFI will also include questions for City staff to document progress implementing prior plan actions to understand previous plan implementation progress and what remains community priorities.
- **Base Map.** Halff will use relevant GIS data provided by the Client to prepare a project base map. Halff assumes that the data is already available through existing GIS inventories. The City will work to assemble and provide Halff with the most current data in GIS shapefile format (for mapping items), PDF for reports or documents, and CAD for other applicable design elements. Except as stated herein, Halff is not responsible for increasing the accuracy and precision or otherwise improving data received directly from the City or other vendors.

TASK 1.3 – COMMUNITY AUDIT

Halff will conduct initial planning analysis activities, including an assessment of community data and system inventory. Subtasks include:

- **Demographic Snapshot.** Halff will confirm current and projected population figures with the City to be used in the Level of Service analysis (Task 2.2). The City will provide a brief snapshot of existing demographics utilizing the most recent U.S. Census Bureau, American Community 5-Year Estimates, and other municipal sources. Halff will assess and incorporate relevant demographics into the final master plan report.
- **Parks System Inventory.** Halff will prepare an excel template format for the City to generate a presumed inventory of park, recreational, and trail facilities on a park-by-park basis. This inventory is based solely on existing Client data, and does not include a field inventory, geo-location of recreational facilities, or a record of all accessory features at each property (e.g., trash cans, park benches, picnic tables, etc.).

TASK 1.4 – COMMUNITY VISIONING

Halff will initiate public engagement activities to gather input and feedback on the planning process and gain understanding of the community's vision and needs for the parks system.

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- **Statistically Valid Survey.** Halff will prepare and administer a statistically valid survey to generate input on needs and preferences. Surveys will be mailed to a random sampling of households to generate a total of 300 completed surveys for an overall margin of error of +/- 5.6% at 95% level of confidence. A summary overview of the results will be provided and incorporated into the plan document.

  At the conclusion of the statistically valid survey, an online version of the survey will be made available to the community at large. These results will be kept separate from the statistically valid survey findings. Halff will provide an advertisement for the online survey to be distributed by the City.

- **Public Open House Meeting (Trip #2).** Halff will host a one-hour public open house to solicit community ideas and preferences to assist in development of the plan vision. Halff will prepare the necessary materials, activities and advertisements, while the City will assist with securing a location, advertising, and staffing the open house. The City will be responsible for advertising the meeting through various channels, such as social media, the website, and other media outreach methods.

- **Stakeholder Feedback Questionnaire.** Halff will prepare a brief (one-page max) questionnaire to be sent to key stakeholders, including youth sports leagues and the Parks and Recreation Board. Questions will focus on gathering participation data from outside leagues as well as input on key challenges and opportunities.

TASK 1.5 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 1 Meeting Summary

- A) Project coordination calls (Monthly, ongoing), B) Parks System Tour (Trip #1), C) Public Open House Meeting (Trip #2)

Phase 1 Items Provided by Client

- Scheduling Parks System Tour, Response to Request for Information, Existing Demographics, Completed Parks System Inventory Table, Advertising for Online Survey and Public Open House, Securing Location for Public Open House

Phase 1 Deliverables

- Request for Information spreadsheet, base map, population confirmation, parks system inventory template, statistically valid survey questions and summary findings, online survey advertisement, public meeting advertisement, meeting materials, stakeholder questionnaire, monthly progress report, memo documenting key engagement findings

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PHASE 2 –ASSESS (FUTURE PHASE)

TASK 2.1 – VISION AND GOAL CONFIRMATION

Halff will utilize the results of the Discover Phase to draft a final vision statement and refine plan goals for consideration by City staff. The vision and goals will be presented to staff during a scheduled monthly meeting.

TASK 2.2 – ACCESS-BASED ASSESSMENT

The results of the parks system inventory (Task 1.3) will be used to verify current parkland level of service and to develop new targeted levels of service for North Richland Hills based on quantity and distribution to improve resident access over time. Subtasks include:

- **Level of Service Analysis (LOS)**. Halff will calculate current LOS for parkland (acres per 1,000 population) and recreational amenities (e.g. playgrounds, sports courts). Halff and City staff will develop a Target LOS for parkland and amenities to meet the needs of current and future projected populations. Information from national benchmarks and from community outreach activities will be utilized to establish TLOS goals.
- **Proximity Analysis.** Halff will utilize a proximity analysis (10-minute walk) to assess walkability and determine gaps in park service areas. Trust for Public Land data will be utilized for this analysis.
- **Gap Analysis**. Halff will prepare a written summary of system needs, to include areas of significant deficiencies, in terms of land area and specific facility types. Halff will compare recommended TLOS standards to actual conditions to determine deficiencies city-wide and within individual City Council districts or other planning sub-areas as agreed upon by the City and Halff.

The findings of the access-based assessment and corresponding recommendations to improve parks system access will be incorporated into the final master plan report.

TASK 2.3 – DEMAND-BASED ASSESSMENT

Halff will review and compile the results of the community outreach activities into a summary that will serve as an appendix to the plan document.

TASK 2.4 – CONDITIONS ASSESSMENT

Halff will prepare an assessment of existing park conditions for up to five (05) parks maintained by the City of North Richland Hills. The park conditions assessment relies on a visual survey to evaluate the general condition of park structures, facilities, amenities, surface, and grounds. Conditions assessments consider apparent signs of facility deterioration, and perceptions of functional obsolescence. Numerical rankings are applied to each facility and composite scores are applied to each park property to determine where facility replacement, rehabilitation, or reconstruction is most warranted **(Trip #3).**

TASK 2.5 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 2 Meeting Summary

- A) Project coordination calls (Monthly, ongoing), B) Parks Conditions Assessment Tour (Trip #3)

Phase 2 Items Provided by Client

- Review and comment on draft materials, attend Parks Condition Assessment Tour

Phase 2 Deliverables

- Vision and goals, access-based assessment summary to be incorporated into final plan document, community engagement summary, park conditions assessment summary

PHASE 3 – RECOMMEND (FUTURE PHASE)

TASK 3.1 – PRELIMINARY WORK PROGRAM

The assumptions derived from each of the assessments conducted as part of **Phase 2** will be compiled by Halff into a preliminary implementation program providing the City with a recommended Work Program containing the following:

- **Investment Program.** Including a list of near-term park improvements with associated planning-level cost estimates. The Investment Program will also recommend a series of long-term park capital projects distributed throughout the City.
- **Policy Program.** Including a series of recommended actions to address parks system growth and general administration and operations. Policy Program actions may include recommended policies, programs, studies, regulations, investments and operational changes.

Halff and City staff will review the preliminary work program during a monthly call.

TASK 3.2 – FINALIZED WORK PROGRAM AND ACTION PLAN

Halff will make final edits to the recommendations contained in the Preliminary Work Program (**Task 3.1**) will be reviewed by City staff after which Halff will prepare a single round of edits prior to the incorporating into the master plan document.

TASK 3.3 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 3 Meeting Summary

- A) Project coordination calls (Monthly, ongoing)

Phase 3 Items Provided by Client

- Review and comment on draft materials

Phase 3 Deliverables

- Preliminary work program, finalized work program and action plan

PHASE 4 – IMPLEMENT (FUTURE PHASE)

TASK 4.1 – MASTER PLAN DOCUMENT

Review full draft Plan with City officials (virtual). Halff will incorporate one round of edits on the full document. Changes will be limited to those which require simple text edits and do not necessitate substantial changes to document format, maps, tables, or figures; nor, require new research or public outreach. Subtasks include:

- **Draft Master Plan.** Halff will combine the information compiled in each of the preceding tasks into a final Master Plan document.
- **Internal Review.** Review of the Master Plan document by City staff. Halff will make one round of edits prior to producing a copy of the Master Plan report for City review and subsequent adoption meetings.

TASK 4.2 – PLAN ADOPTION

Convene meetings of the Parks and Recreation Board and City Council to assist in facilitating the adoption of the final master plan report. Subtasks include:

- **Parks and Recreation Board Meeting (Trip #4).** Halff will present the Master Plan to the Parks and Recreation Board to facilitate a referral to the Mayor and City Council.
- **City Council Review and Adoption (Trip #5).** Halff will attend one (1) City Council Meeting to provide an overview of the final Master Plan document to the Mayor and City Council for consideration of adoption.

TASK 4.3 – PLAN DELIVERY

Halff will produce and provide a color digital (InDesign, Word, and PDF formats) original of the final documents and digital maps to the City for online use and reproduction. The reports submitted to the City will incorporate a single set of revisions reflecting any final amendments required by City Council as conditions of approval. Changes will be limited to those which require simple text edits and do not necessitate substantial changes to document format, maps, tables, or figures; nor, require new research or public outreach.

TASK 4.4 – PROJECT MANAGEMENT AND QA/QC

Halff will conduct ongoing administrative tasks throughout the planning period. Halff will manage the Project so that it proceeds according to the Contract and this Scope of Services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, and other project administration tasks. The Halff project manager and City's Project Administrator may hold monthly check-in calls to coordinate, review action items, and maintain the Project schedule. Halff will also perform internal Quality Control and Quality Assurance (QA/QC) reviews of all deliverables.

Phase 4 Meeting Summary

- A) Project coordination calls (Monthly, ongoing), B) Parks and Recreation Board Meeting (Trip #4), and C) City Council Review and Adoption (Trip #5)

Phase 4 Items Provided by Client

- Review and comment on draft materials, scheduling for Parks and Recreation Board and City Council meetings

Phase 4 Deliverables

- Draft master plan, final master plan in digital format and associated digital maps and data

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PROPOSED ENGAGEMENT SEQUENCE

The following represents an anticipated sequence of virtual and in-person visits.

PHASE 1: DISCOVER

Virtual: Project Kick Off

Trip #1: Park System Tour (1 day)

Trip #2: Public Open House

PHASE 2: ASSESS (FUTURE PHASE)

Trip #3: Parks Condition Assessment Visit

PHASE 3: RECOMMEND (FUTURE PHASE)

N/A

PHASE 4: IMPLEMENT (FUTURE PHASE)

Trip #4: Parks and Recreation Board Meeting

Trip #5: City Council Approval Meeting

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ATTACHMENT B
BASIS OF COMPENSATION

BASIC SERVICES – FEE SUMMARY.
Planning services as described in Exhibit A will be provided by Halff on a lump sum basis, with an authorized lump sum contract fee of **$114,050** for the North Richland Hills Parks, Recreation and Open Space Master Plan. The lump sum fee includes compensation for document copying, printing, mileage and associated expenses necessary for the planning effort. Fees for services will be invoiced monthly, based on the percentage of work completed.

PHASE	FEE ESTIMATE (BASIC SCOPE)
1: Discover	$42,300
2: Assess	$23,000
3: Recommend	$29,500
4: Implement	$19,250
Grand Total	**$114,050**

ADDITIONAL SERVICES AND MEETINGS.
During the course or at the conclusion of the Project, the Client may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in Attachment A, Scope of Services. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to the Professional Services Agreement and this Attachment A, Scope of Services, or set out as follow up additional phase services. This will include a corresponding modification to the maximum not-to-exceed amount set out in Attachment B, Basis of Compensation, and, if necessary, the time of performance as set out in Attachment D, Project Schedule. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the Scope of Services. Should the need arise for additional services, including meetings, Halff can provide such services on an hourly basis and/or agreed upon fee.

ADD ALTERNATES FOR COUNCIL CONSIDERATION.

Recreational Programming Assessment: $12,000
Operational Efficiency Assessment: $14,000

(See page 11 for task descriptions)

PHASE	FEE ESTIMATE (BASIC SCOPE + ADD ALTERNATIVES)
1: Discover	$42,300
2: Assess	$49,000
3: Recommend	$29,500
4: Implement	$19,250
Grand Total	**$140,050**

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RECREATIONAL PROGRAMMING ASSESSMENT (ADD ALT TO PHASE 2)

Halff will prepare an excel template format for the Client to generate a presumed inventory of special event and recreational programs provided, along with contracts for third-party providers. The depth of Halff's recreational programming assessment will be directly influenced by the detail of data that can be provided by the City including program types, frequency/scheduling, attendance (current and trends), registration and rental fees, etc.

Subject to the availability of pertinent data, the recreational programming assessment may include an overview of core programs, age and lifecycle analysis, and service classifications to identify potential adjustments to program offerings – whether provided by the City or a private vendor.

OPERATIONAL EFFICIENCY ASSESSMENT (ADD ALT TO PHASE 2)

Halff will perform a high-level analysis of the current practices of the Client to evaluate its operational situation from a staffing and budget standpoint. Data from the NRPA Agency Performance Review will be utilized as national benchmarks as well as up to five (05) benchmark communities in the DFW Metroplex. The benchmark communities will be agreed upon by Halff and the Client at the beginning of this task. Subtasks include:

- **Staffing Assessment.** This analysis will review current department organizational structure and identify future organization and staffing needs based on best management practices and staffing ratios derived from national standards.
- **Budget Assessment.** This analysis will review the past five (05) years of operating and capital budgets to identify trends and determine operating expenditures per acre, per capita, and per full-time equivalent (FTE) to compare to national standards and benchmark communities.

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ATTACHMENT C
CLIENT SUPPORT

The Client will provide administrative and technical support to assist Halff in performing the Scope of Services described in Attachment A. The support to be provided by the City will include the following types of services and tasks:

- The Client will appoint a contact person, "Project Administrator," to work with Halff to act as an intermediary between staff, elected and appointed officials, committees, non-project consultants and other governmental jurisdictions and agencies as required. Halff will take direction from the Client's Project Administrator or City Manager only.
- It is the responsibility of the Client's Project Administrator to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables.
- The Client will provide information from all previous planning studies and master plans that may influence the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the Client will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the Project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
- The Client will provide Halff with the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
    - Because of the graphic nature of the planning deliverables, draft and final reports will be prepared in GIS and Adobe InDesign format (INDD). Base mapping, graphics, and report documents will be prepared in GIS, INDD, and PDF formats suitable for distribution electronically.
    - Any conceptual design/development ideas generated as part of the planning process are understood to be at a pre-concept development stage and will require further refinement via plans and specifications developed through separate design and construction processes.
    - Cost projections prepared as part of this effort, if applicable, are understood to be at a planning (order-of-magnitude) level and are prepared prior to any detailed design for individual projects.
    - Such cost projections will vary as more detailed design occurs and as inflationary influences occur following plan adoption.
    - It is the intent that multiple meetings will be scheduled on concurrent days and evenings for greater project efficiency.
    - Any additional meetings beyond those shown in the Scope of Services will be considered an additional service and are not included in this Scope of Services

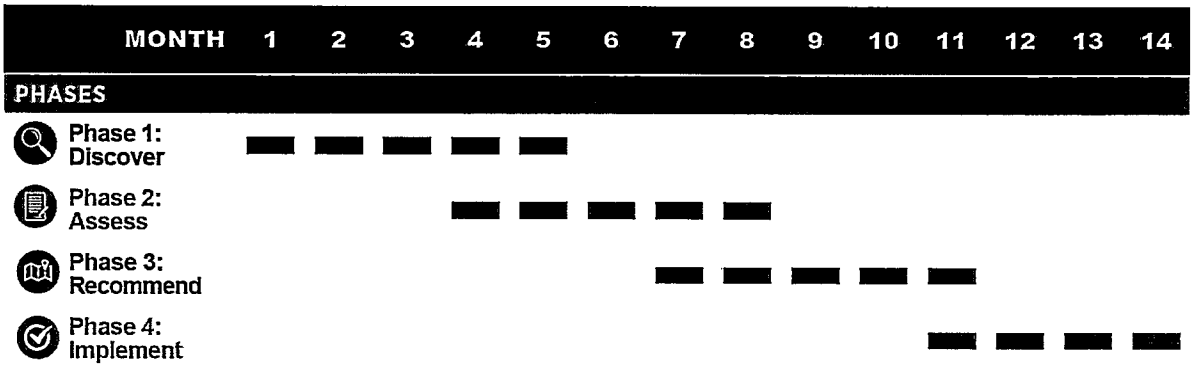
City Secretary Office
Official Record Copy

ATTACHMENT D
PROJECT SCHEDULE

Preparation and adoption of the City of North Richland Hills Parks, Recreation and Open Space Master Plan is projected to occur over 14 months. The Project will begin from date of contract execution and will follow a flow of project tasks and benchmarks represented in the schedule in this exhibit. The schedule of services shown below is advisory; a final project schedule will be agreed upon by the Client and Halff during the execution of initial project tasks. All parties may agree to subsequent adjustments to the Project schedule.

Suspension, Delay, or Interruption of Work
Delays, suspensions and/or interruption of services by the Client entitle Halff to additional services to address cost escalation and impacts to the Project schedule. Halff will cease providing services after a Client delay, suspension or interruption until a written agreement is made between the Client and Halff to provide an equitable adjustment to the Project schedule and Halff's compensation.

Anticipated Schedule (subject to change)



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1493237

Date Filed:
07/24/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of North Richland Hills

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

32600039
Prepare parks and recreation master plan for City of North Richland Hills (Phases 2-4).

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Atkinson, Erin	Fort Worth , TX United States	X	
Baker Daily, Jessica	Richardson, TX United States	X	
Cranston, Shaun	Austin, TX United States	X	
Logan, Josh	San Antonio, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Engelhardt, Cindy	Austin, TX United States	X	
Hollis, Leigh	Richardson, TX United States	X	
Ickert , Andrew	Fort Worth, TX United States	X	
Jackson , Todd	Austin, TX United States	X	
Smith , Ryan	Frisco, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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32600039
Prepare parks and recreation master plan for City of North Richland Hills (Phases 2-4).

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Lenny Hughes, and my date of birth is [redacted].

My address is 2380 Performance Drive, Bldg C, Suite 150, Richardson (city), TX (state), 75082 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 24 day of July (month), 20 26 (year).

Signature of authorized agent of contracting business entity
(Declarant)

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Authorize the City Manager, or designee, to enter into an interlocal agreement between the cities of North Richland Hills, Bedford, Euless, Grapevine, and Hurst for cooperative investigative, enforcement, and prevention efforts which are known and designated as the Mid-Cities Drug Task Force.

PRESENTER: Jeff Garner, Chief of Police

SUMMARY:

The home rule cities of North Richland Hills, Bedford, Euless, Grapevine, and Hurst have each collectively agreed to contribute personnel and resources into an interlocal cooperative agreement known as the Mid-Cities Drug Task Force. This cross-jurisdictional collaboration will enable each city to more effectively and efficiently combat the effects of illegal drug sales and distribution and the criminal enterprises that accompany such activities.

GENERAL DESCRIPTION:

The cities of Bedford, Euless, Grapevine, and Hurst are requesting to enter into an interlocal cooperative agreement with the city of North Richland Hills to contribute police officers to the Mid-Cities Drug Task Force. This agreement has been in effect with the other aforementioned jurisdictions since February 2021, and the Mid-Cities Drug Task Force has been operating successfully since that time. The other participating jurisdictions have extended an opportunity for North Richland Hills to enter into this agreement.

The practice and effects of the illegal drug trade know no boundaries, and coordinating efforts with our surrounding cities strengthens each city's capability in mitigating the harmful effects these criminal enterprises have on our communities. This coordination of services reduces any one city's obligation for personnel, equipment, and training costs.

This agreement covers such requisite issues as liability, expenses, and interjurisdictional authorization to operate. Each participating city is required to cover their own individual personnel and equipment costs for their members added to the task force. Our participation does not add to our expenses nor create additional personnel requirements.

Upon entering into this agreement, the North Richland Hills Police Department will contribute one police officer, who will be assigned from the department's existing Special Investigations Unit, thereby also strengthening the capabilities of this unit and providing for greater inter-agency collaboration.

RECOMMENDATION:

Authorize the City Manager, or designee, to enter into an interlocal agreement with the cities of Bedford, Euless, Grapevine, and Hurst for cooperative investigative, enforcement, and prevention efforts.

THE MID-CITIES DRUG TASK FORCE INTERLOCAL AGREEMENT

WHEREAS the sale and distribution of illegal drugs, and the violence that often accompanies such illegal enterprises, is an important health and safety concern; and,

WHEREAS those that engage in such illegal enterprise do so without regard to governmental jurisdictions or boundaries; and,

WHEREAS the detection, apprehension, and prosecution of individuals who engage in such illegal activities is often hindered because the area in which the criminal offender operates is often greater than the jurisdiction of the individual peace officers called upon to investigate such crimes; and,

WHEREAS past experience has indicated that a cooperative effort between law enforcement agencies has been effective in detecting and deterring the activities of targeted criminal groups to the mutual benefit of all neighboring municipalities; and,

WHEREAS pursuant to Chapter 362 of the Texas Local Government Code and the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the Participating Jurisdictions hereby agree to participate in, and be a part of the cooperative investigative, enforcement, and prevention efforts which are known and designated as the Mid-Cities Drug Task Force.

NOW, THEREFORE, BE IT KNOWN BY THESE PRESENTS:

That the Participating Jurisdictions that have executed this Agreement, acting by and through their duly authorized chief administrative officer, do hereby covenant and agree as follows:

Article I

TASK FORCE PERSONNEL

1. The activities of the Mid-Cities Drug Task Force ("Task Force") will be supervised by a Board of Governors. This Board will consist of an executive of each Participating Jurisdiction. The Board of Governors shall have the responsibility for policy, direction, and control of the Task Force. The Board will have direct responsibility for the selection of a Task Force Commander ("Commander"). The Board will monitor the activities of all stated objectives of the Task Force.

2. There will be one unit comprised of at least 5 Investigators. Each Participating Jurisdiction

agrees to assign a minimum of one Investigator for a minimum three (3) year rotation. The unit may form sub-groups or teams as appropriate. The activities and investigations of these sub-groups or teams shall be led by a Team Leader at the direction of the Commander. These sub-groups or teams will have the duties assigned to them by their Team Leader with the approval of the Commander. The positions of Investigator, Team Leader and Commander will be collectively referred to as "Investigators" herein, unless otherwise specified.

Article II

INVESTIGATIONS AND ENFORCEMENT ACTIVITIES

1. The investigation of offenses concerning illegal or controlled substances and dangerous drugs may be coordinated through the Task Force. All relevant or related intelligence received by a Participating Jurisdiction's law enforcement agency may be referred to the Task Force for investigation. The Task Force will conduct covert operations, training, investigations, arrests, searches, and provide assistance to other agencies in an effort to combat these and related offenses. Prior coordination of covert and surveillance operations will be made with any affected jurisdiction. Additionally, the use of tactical assets (e.g., NETCAST) will be coordinated with, and approved by, the affected jurisdiction.

2. Standard Operating Procedures ("SOPs") have been created to provide a general operational guideline for the Task Force. All Task Force participants shall remain under the General Orders and Standard Operating Procedures of his/her employing agency, unless specified in this SOP.

Article III **ASSET**

SEIZURE

1. There is hereby created a certain fund to be known as the Mid-Cities Drug Task Force

2. Asset Forfeiture Fund (hereinafter called "Fund"). Such Fund shall be created by the Euless Police Department in compliance with State law. The purpose of the Fund shall be to augment Task Force operations, consistent with applicable state laws. The funds awarded and deposited therein shall be distributed in accordance with this Agreement.

3. Asset seizures developed by the Task Force under Chapter 59, Code of Criminal Procedure, will be prosecuted by the District Attorney's Office for the County in which the asset was seized. The decision to try, dismiss or settle asset seizure cases will be made by the appropriate District Attorney. The Task Force will abide by that decision.

Article IV

FORFEITURE POLICY

1. Cash, cash equivalents, or any similar instrument seized for forfeiture shall be placed with the District Attorney's Office for the County in which the asset was seized as indicated by Chapter 59. 08, Texas Code of Criminal Procedure, until a final award is made.

2. Upon final disposition, the property awarded to the appropriate District Attorney, as the Attorney Representing the State, will be administered in accordance with Chapter 59, Texas Code of Criminal Procedure. If awarded property is sold, it will be sold in any commercially reasonable manner. Any proceeds from the sale of the awarded prope1iy will be divided as set out in this Agreement.

3. Upon final disposition of the forfeiture action, and after all costs and fees incurred have been paid from the forfeited monies made the subject of that forfeiture proceeding, including but not limited to outstanding liens on property, maintenance costs, and litigation costs, any and all remaining monies, cash, cash equivalents and interest accrued and all awarded prope1iy shall be distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and this Agreement.

4. Upon entry of a judgment in a judicial proceeding awarding monies, cash, cash equivalents, other similar instruments or other proceeds to the Mid-Cities Drug Task Force, all said monies, cash, cash equivalents, other similar instruments or proceeds will be, within a reasonable time, deposited in the Fund. The monies and proceeds in this Fund must be used to further the purpose of the Task Force or distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and the terms of this Agreement.

5. All forfeiture funds and any other generated program income shall be subject to audit by the City of Euless Finance Department and the Texas Office of the Attorney General.

6. Any awarded property, other than money seized by a Task Force officer that is the subject of a final forfeiture judgment, shall be forfeited to the state and transferred to the Task Force to be used to further the purpose of the Task Force. Awarded personal prope1iy may be sold at auction, or any other commercially reasonable manner in accordance with law and Task Force policy, and the proceeds deposited in the Fund or distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and the terms of this Agreement.

Article V
DIVISION OF AWARDED PROPERTY

1. Property other than money, seized by investigators assigned to the Task Force which is forfeited and awarded to the State will be transferred to the Task Force and thereafter, will be governed by this Agreement and Chapter 59, Texas Code of Criminal Procedure.

a. Monies shall be divided in the following manner:

1. 40% to be deposited in a special fund in the County treasury for the benefit of the office of the Criminal District Attorney obtaining the forfeiture award.;
2. 60% will be awarded to the Participating Jurisdiction's law enforcement agencies and deposited in the Fund. Any further distribution and accounting will be the responsibility of the Task Force. Distributions from the Fund will be disbursed periodically to the Participating Jurisdictions equally.

2. In the event the Task Force is dissolved all remaining forfeited assets seized under Chapter 59, Code of Criminal Procedure shall be transfe1Ted to the appropriate District Attorney for disposal in accordance with law. All Participating Jurisdictions agree that equipment purchased with funds made available for the specific use of the Task Force shall be under the care, custody, and control of the Task Force. If and when this Agreement is terminated, equipment may be subject to equitable sharing of the Participating Jurisdictions upon written request and subsequent approval of the Board of Governors in a manner prescribed by law; provided however, the requirements of a superseding agreement or contract concerning the disposal of equipment or monies shall be honored.

Article VI
STATUS OF PEACE OFFICERS

1. Any peace officer assigned to the Task Force by a Participating Jurisdiction shall be empowered to enforce all laws and ordinances applicable in a Participating Jurisdiction, including the power to make arrests, execute search warrants, and investigate relevant offenses inside and outside of the geographical jurisdiction from which he or she is assigned.

2. A peace officer who is assigned, designated, or ordered by the home agency to perform law enforcement duties as a member of the Task Force, shall receive the same wage, salary, pension and all other compensation and all other rights for such service, including injury or death

benefits and workers' compensation benefits, as though the service had been rendered within the limits of the home agency from which he or she was assigned. Recognizing the benefits to a Participating Jurisdiction, it is agreed that all wage and disability payments, including workers' compensation benefits, pension payments, damage to equipment and clothing, medical expense and expense of travel, food and lodging or any benefits or payment to which a peace officer is entitled shall be paid by that peace officer's home agency.

3. A peace officer assigned to the Task Force will not work overtime without prior approval from their home agency supervisor. They will be permitted to flex their work hours as necessary to accomplish Task Force objectives and assignments. Except in accordance with the terms of a superseding contract or agreement, each Participating Jurisdiction, when providing services of personnel, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362, Texas Local Government Code.

4. It is further agreed that, in the event any peace officer assigned to the Task Force is cited as a party defendant to any civil lawsuit, state or federal, arising out of his or her official acts while functioning as a peace officer assigned to the Task Force, said peace officer shall be entitled to the same benefits that such officer would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member and in the jurisdiction of the law enforcement agency from which he or she was assigned. Further, no Participating Jurisdiction shall be responsible for the acts of a peace officer of another Participating Jurisdiction assigned to the Task Force.

Article VII

BUDGETARY MATTERS

1. Individuals assigned to the Task Force will have a physical workspace at their employing agency. Task Force Investigators will require access to each Participating Jurisdiction.

2. Participation in the Task Force will require the following from each Participating Jurisdiction:

   a. A minimum of one (1) Investigator for a minimum 3-year rotation;

   b. A vehicle, cellular telephone, and necessary investigative equipment;

   c. Use of available surveillance and covert technical equipment;

d. Use of available investigative and intelligence resources;

e. All property and evidence seized during an investigation will be processed and held by the assigned investigator's agency;

f. Any property or cash seized and subject to forfeiture during an investigation will be secured and processed by the assigned investigator's agency;

g. Laboratory testing of evidence will be processed by the assigned Investigator's agency; and

h. All Participating Jurisdictions will provide $5,000 for the establishment of operational funds. On the first anniversary of this Agreement, and annually thereafter, those Participating Jurisdictions who wish to continue their participation in the Task Force shall pay $5,000 in additional operational funds.

Article VIII

CONFIDENTIAL FUNDS

1. A confidential fund for the Task Force ("Confidential Fund") will be established by the Euless Police Department. This Confidential Fund will be utilized for the management of confidential informants, to include the purchase of information and the purchase of evidence in accordance with the attached Task Force policy This Confidential Fund will be audited by the City of Euless Finance Department on a quarterly basis each calendar year. City of Euless Finance audits will be made available to Participating Jurisdictions bi-annually for review and acceptance.

Article IX

TERMINATION

1. Any Participating Jurisdiction may terminate its participation or rights and obligations as a Participating Jurisdiction by providing (30) days written notice to the Board of Governors of the Mid-Cities Drug Task Force. Such termination shall have no effect upon the rights and obligations of the Participating Jurisdictions under this Agreement.

Article X

GENERAL PROVISIONS

1. In providing investigative services pursuant to this Agreement, each Participating Jurisdiction shall be legally responsible for the conduct of their respective peace officers, regardless of whether such peace officers are performing duties at the request of or under the authority, direction, suggestion or order of the Task Force. This assignment of civil liability is

specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code. Each Participating Jurisdiction expressly waives all claims against every other Participating Jurisdiction for compensation for any loss, damage, personal injury, or death occurring as a consequence of the perfo1mance of this Agreement.

2. Third party claims against peace officers assigned to the Task Force or against a Participating Jurisdiction shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States.

3. It is expressly understood and agreed that, in the execution of this Agreement, no Participating Jurisdiction waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

4. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parities hereunder, shall be governed by the laws of the State of Texas.

5. Each Participating Jurisdiction agrees that if legal action is brought under this Agreement, the venue shall lie in Tarrant County. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. This Agreement shall become effective as to a Participating Jurisdiction on the day of the execution of the Agreement by the Participating Jurisdiction. This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any te1m or condition herein.

7. To minimize the administrative difficulty of signature between the many parties, each Participating Jurisdiction will sign an identical counterpart of this Agreement. Each Participating Jurisdiction signing an identical counterpart is immediately bound one to all other Participating

Jurisdictions during the time said Agreement is in force as to said Participating Jurisdiction, even though the Participating Jurisdiction's signatures appear· on different copies of the identical counterpart. Any Participating Jurisdiction being added after the Agreement is in effect need only sign this Agreement to be fully a Participating Jurisdiction bound to all other Participating Jurisdictions, and such signature shall, as of the date of the signing, have the same force and effect as between the joining and already- bound Participating Jurisdictions as if a single document was signed simultaneously by all then- Participating Jurisdictions. All current Participating Jurisdictions are identified in Exhibit A.

8. The Task Force established by this Agreement is subject to the conditions herein contained, and on such conditions lawfully added by amendment or by law, and not for any purpose or period beyond that permitted by such amendment or law.

9. This instrument contains all commitments and agreements of the parties, and no oral or written commitments have any force or effect to alter any term or condition of this agreement, unless the same are done in proper form and in a manner constituting a bona fide amendment hereto.

SIGNED ON THE DATES BELOW SHOWN.

CHIEF OF POLICE, EULESS POLICE DEPARTMENT

GARY L. LANDERS Date

CHIEF OF POLICE, HURST POLICE DEPARTMENT

BILLY KEADLE Date

CHIEF OF POLICE, BEDFORD POLICE DEPARTMENT

BOBBY LAPENNA Date

CHIEF OF POLICE, GRAPEVINE POLICE DEPARTMENT

MIKE HAMLIN Date

CHIEF OF POLICE, NORTH RICHLAND HILLS POLICE DEPARTMENT

JEFF GARNER Date

MID-CITIES DRUG TASK FORCE

Board of Governors – July 10, 2026

Gary L. Landers
Chief of Police - Euless Police Department
1102 W. Euless Blvd.
Euless, Texas 76040
(817) 685-1500

Billy Keadle
Chief of Police - Hurst Police Department
825-A Thousand Oaks Dr.
Hurst, Texas 76054
(817) 788-7180

Bobby LaPenna
Interim Chief of Police- Bedford Police Department
2121 L. Don Dodson Dr.
Bedford, Texas 76021
(817) 952-2440

Mike Hamlin
Chief of Police - Grapevine Police Department
1007 Ira E. Woods Ave.
Grapevine, Texas 76051
(817) 410-3204

Jeff Garner
Chief of Police – North Richland Hills Police Department
4301 City Point Drive
North Richland Hills, TX 76180
817-427-7001

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider Ordinance No. 3973, approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex division regarding the company's 2026 rate review mechanism filing.

PRESENTER: Cori Reaume, Planning Director

SUMMARY:

The Steering Committee of Cities Served by Atmos (ACSC) has reached a settlement with Atmos related to the 2026 RRM filing. This settlement agrees to an increase in system-wide rates to allow Atmos to collect $260.5 million, which is reduced from the requested $291.1 million. Approval of this ordinance accepts the settlement and allows Atmos to collect the additional revenue consistent with the updated rates.

GENERAL DESCRIPTION:

Background information:

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2026, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2025, entitled it to additional system-wide revenues of $291.1 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $273.6 million. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $253.4 million instead of the claimed $291.1 million.

After several settlement meetings, the parties have agreed to settle the case for $260.5 million. This is a reduction of over $30 million to the Company's initial request, and

includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2026.

Rate tariffs:

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate $260.5 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

Bill impacts:

The impact of the settlement on ***average*** residential rates is an increase of $13.37 on a monthly basis, or 14.15%. The increase for average commercial usage will be $25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

The City's proposed 2026-2027 annual budget does take into consideration a potential increase in gas expenditures due to the ongoing RRM negotiations. Additional changes may be necessary, but would be addressed mid-year.

Summary of ACSC's objection to GRIP process:

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

Overview of savings utilizing RRM over GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2026, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$66.18	-
DARR:	$66.07	+$0.11
ATM Cities:	$67.02	($0.84)
Environs:	$66.07	+$0.11

*Note – ATM Cities and Environs rates are as-filed at the current time.

Explanation of Ordinance:

Section 1. This section approves all findings in the Ordinance.

Section 2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.

Section 3. This section makes it clear that Cities may challenge future costs associated with gas leaks.

Section 4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $260.5 million on a system-wide basis.

Section 5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.

Section 6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Ordinance approving new rate tariffs.

Section 7. This section repeals any resolution or ordinance that is inconsistent with the Ordinance.

Section 8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

Section 10. This section provides for an effective date upon passage.

Section 11. This section directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

Conclusion:

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to be more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $291.1 million in additional system-wide revenues, the RRM settlement at $260.5 million for ACSC members reflects substantial savings to

ACSC cities. Considering all factors, ACSC believes the settlement at $260.5 million is fair and reasonable.

RECOMMENDATION:

Approve Ordinance No. 3973.

ORDINANCE NO. 3973

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2026 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of North Richland Hills, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2026 Atmos Mid-Tex filed its 2026 RRM rate request with ACSC Cities based on a test year ending December 31, 2025; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2026 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $260.5 million on a system-wide basis with an Effective Date of October 1, 2026; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS:

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $260.5 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2026 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the

reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $260.5 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2026 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2026.

SECTION 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

AND IT IS SO ORDAINED.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 24TH DAY OF AUGUST, 2026.

CITY OF NORTH RICHLAND HILLS

_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

_____
Bradley A. Anderle, City Attorney

Exhibit A

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 24.35 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 24.40 per month
Commodity Charge – All Ccf	$ 1.03839 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 115.50 per month
Rider CEE Surcharge	$ 0.00 per month[1]
Total Customer Charge	$ 115.50 per month
Commodity Charge – All Ccf	$ 0.27784 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 19196. Surcharge billing effective July 1, 2026.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

This tariff is not available to customers with a maximum daily demand of 1,000 MMBtu or greater and a daily/annual load factor of 10% or less. Load factor is calculated as follows: annual usage / (maximum daily connected demand X 365). Load factors will be recalculated once each year to determine appropriate eligibility for Rate T.

Type of Service
Company's receipt and delivery of all gas quantities under the applicable Transportation Agreement will be on a wholly interruptible basis subject to the Terms and Conditions incorporated in the Transportation Agreement. If Customer is an Industrial Customer, then Customer may elect, at the reasonable discretion of Company, to contract for Plant Protection transportation quantities defined as the minimum natural gas required to prevent physical harm and/or protect critical safety to the plant facilities, plant personnel, or the public when such protection cannot be achieved through the use of an alternate fuel. Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 2,304.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.9582 per MMBtu
Next 3,500 MMBtu	$ 0.7018 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.1505 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Overpull Fee
Upon notification by Company of an event of interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Application

This Rider is applicable to customer classes in the incorporated areas under the RRM tariff as authorized by the state or any governmental entity, a municipality, or a regulatory authority pursuant to any statute, ordinance, order, rule, contract, or agreement.

Monthly Calculation

Surcharges will be calculated in accordance with the applicable statute, ordinance, order, rule, contract, or agreement.

FASB ASC 740-10 (Fin48) Refund

Applicable to Customers taking service under Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation.

To ensure that gas utility customers receive the benefit associated with the changes in the Company's Uncertain Tax Positions ("UTPs") arising from recognition of Texas Margin Tax returns.

The decrease shall be calculated as follows:

Beginning with implementation of rates from the negotiated RRM Tariff, and annually thereafter, the portion of UTP liabilities identified in Schedule FIN48-1.1 for the prior fiscal year shall be allocated based on the final class allocations of GUD No. 10170 as per the RRM Tariff, divided by the annual bill count to derive rates to be refunded through Rider SUR in the subsequent fiscal year. Each year's calculation will include a true-up (+ or -) due to account for over/under collections. Amounts identified in Schedule FIN48-1 shall be adjusted to reflect any audit adjustments received from the Texas Comptroller of Public Accounts.

No action on the part of the Regulatory Authority is required to give effect to the amount to be refunded to customers. However, any amount refunded to customers shall be fully subject to review for reasonableness and accuracy in the gas utility's next statement of intent proceeding with the Railroad Commission of Texas, and if applicable, the gas utility shall be required to reconcile any discrepancies.

The following refund as authorized in the most recent negotiated RRM Tariff shall be refunded to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill in each month for a 12-month period. The refund amount by month by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (0.14)
Rate C – Commercial Sales	$ (0.49)
Rate I – Industrial Sales	$ (10.47)
Rate T – Transportation	$ (10.47)

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**SUR – SURCHARGES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Unprotected Excess Deferred Income Tax Amortization

The allocated RRM Cities balance of the Unprotected portion of the Excess Deferred Income Taxes ("EDIT") remaining after implementation of rates at October 1, 2026 shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for a one-month period. The refund amount by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ (4.45)
Rate C – Commercial Sales	$ (14.80)
Rate I – Industrial Sales	$ (319.02)
Rate T – Transportation	$ (319.02)

Maximum Allowable Operating Pressure ("MAOP") Hydrostatic Testing Cost Recovery

The allocated RRM Cities balance of the MAOP Hydrostatic Testing Cost as of December 31, 2025 is to be recovered through a monthly rate. This monthly rate shall be applied to each Rate Schedules R – Residential, C – Commercial, I – Industrial and T – Transportation customer's monthly bill for approximately twelve (12) months or until all approved costs are recovered from the applicable customer classes. The monthly recovery rate by Rate Schedule is shown in the table below:

Rate Schedules	Rate
Rate R – Residential Sales	$ 0.30
Rate C – Commercial Sales	$ 0.98
Rate I – Industrial Sales	$ 21.17
Rate T – Transportation	$ 21.17

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BI_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2026**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	9.78	0.1448	91.89	0.8018
Austin	9.07	0.1318	213.26	0.9418
Dallas	12.87	0.1937	192.49	1.1269
Waco	9.39	0.1261	159.17	0.8068
Wichita Falls	10.61	0.1364	133.65	0.6965

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at www.atmosenergy.com/MTXtariffs, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2025

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2026 Willis Towers Watson Report as adjusted (1) (2) (3)	$ 200,382	$ (490,197)	$ 951,536	$ (3,288,240)	$ 72,926	
2	Allocation Factor	46.66%	46.66%	87.00%	87.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	$ 93,490	$ (228,707)	$ 827,882	$ (2,860,928)	$ 72,926	$ (2,095,337)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	80.27%	80.27%	36.19%	36.19%	8.73%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	$ 75,047		$ 299,646			$ 374,693
11	Total Post-Employment Benefit Plan		$ (183,588)		$ (1,035,492)		(1,219,080)
12	Total Supplemental Executive Benefit Plan					$ 6,367	6,367
13	Total (Ln 10 + Ln 11 + Ln 12)	$ 75,047	$ (183,588)	$ 299,646	$ (1,035,492)	$ 6,367	$ (838,020)

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Public hearing on the Fiscal Year 2027 Proposed Operating and Capital Budget.

PRESENTER: Chase Fosse, Director of Budget & Research

SUMMARY:

The City Council is requested to open a public hearing and receive public comment on the FY 2027 Proposed Budget. No action is required at this hearing, as this hearing is being held for the purpose of receiving public comment.

GENERAL DESCRIPTION:

The City Council held a budget work session on Friday, July 31, 2026, to review the Fiscal Year 2027 Proposed Budget. At this work session, Council reviewed the budgets for all operating funds, capital project funds, the budget for the Crime Control and Prevention District, and the budget for the Park and Recreation Facilities Development Corporation. The City Council's feedback from that July 31st work session has been incorporated into the FY 2027 Proposed Budget.

The FY 2027 Proposed Operating Budget for all funds totals $181,886,865. The details by fund are as follows:

Fund	FY 2026 Proposed
General Fund	$69,672,887
Debt Service Fund	$12,947,885
Tax Increment Financing Fund	$370,628
Park & Rec Facilities Development Fund	$15,433,045
Crime Control District Fund	$10,746,009
Court Special Revenue Fund	$295,338
Public Educational and Government Access Fund	$82,800
Promotional Fund	$698,374
Donations Fund	$382,655
Special Investigations Fund	$368,236
Drainage Utility Fund	$1,846,628
Economic Development Fund	$280,501

Gas Development Fund	$610,642
Utility Fund	$58,228,432
Aquatic Park Fund	$5,923,440
Golf Course Fund	$3,999,365
Facilities/Construction Mgmt. Fund	$4,061,041
Fleet Services Fund	$5,193,918
Information Services Fund	$6,628,938
Self-Insurance Fund	$17,942,583

The Facilities/Construction Mgmt. Fund, Fleet Services Fund, Information Services Fund and Self Insurance Fund are Internal Service Funds. As such, the expenditures in these funds are already included in the expenditures of other funds and should be excluded from any calculation of total budgeted expenditures.

The Proposed Capital Improvements Budget totals $24,395,222 in new appropriations. The details by project category are as follows:

Category	Appropriation To Date	FY 2027 Proposed	Total Expenditures
Street & Sidewalk Capital Projects	$52,235,700	$5,812,981	$58,048,681
Drainage Capital Projects	$6,782,736	$1,523,187	$8,305,923
Utility Capital Projects	$28,764,034	$5,666,515	$34,430,549
Parks & Recreation Capital Projects	$2,465,164	$1,627,000	$4,092,164
Aquatic Park Capital Projects	$9,539,436	$3,500,000	$13,039,436
Facility Capital Projects	$8,043,749	$52,000	$8,095,749
Major Capital Equipment Projects	$13,869,579	$6,213,539	$20,083,118
Economic Development Projects	$640,291	$0	$640,291
Other Capital Projects	$0	$0	$0

The notice of public hearing was published in the City's newspaper of record, the City's website, and through Citicable in accordance with State law and the City Charter. The proposed budget was filed with the City Secretary, placed at the North Richland Hills Public Library, and made available online at the City's website, www.nrhtx.com for public inspection.

The Parks & Recreation Facilities Development Corporation Board is scheduled to conduct a public hearing on the FY 2027 Proposed Budget on Monday, September 14, 2026, at 5:00 PM.

The Crime Control District (CCD) Board reviewed the FY 2027 Proposed Budget at the July 31, 2026, budget work session. The CCD Board is scheduled to conduct a public hearing on the budget on Monday, September 14, 2026, at 5:15 PM.

The City Council is scheduled to conduct a second public hearing on the FY 2027 Proposed Budget on September 14, 2026, during the regularly scheduled 7:00 PM City Council meeting. The budget will be presented for adoption at that same City Council meeting.

The City has welcomed public input regarding the proposed budget and property tax rate through the City's website, the Tarrant County property tax website (https://tarrant.trueprodigy-taxtransparency.com/), e-mail, and social media. All comments received through 4:00 PM on August 24, 2026, will be provided to City Council during the August 24, 2026, City Council meeting.

RECOMMENDATION:

Conduct a public hearing to receive comments on the Fiscal Year 2027 Proposed Operating and Capital Budget.

NRH



PROPOSED FY 2027

OPERATING BUDGET

8/7/2026 Version

City of North Richland Hills
Fiscal Year 2027
Proposed Budget

This budget will raise more total property taxes than last year's budget by $1,894,033 or 4.37%, and of that amount $231,600 is tax revenue to be raised from new property added to the tax roll this year.

The total amount of municipal debt obligations secured by property taxes for the City of North Richland Hills is $98,102,726.

FISCAL YEAR 2027
SCHEDULE 1 - SUMMARY OF REVENUES AND EXPENDITURES

GENERAL FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Taxes	$42,658,157	$48,166,976	$49,895,953	$50,883,348	$54,510,891
Fines & Forfeitures	1,246,624	1,894,073	1,643,552	1,614,315	1,611,154
Licenses & Permits	2,602,478	2,370,305	2,254,420	2,244,700	2,152,677
Charges for Service	7,071,695	3,664,921	3,739,496	3,951,832	3,960,356
Intergovernmental	2,676,509	5,548,980	5,740,242	5,740,242	6,032,414
Miscellaneous	2,837,065	4,323,583	1,726,809	1,630,090	1,405,395
SUB-TOTAL	$59,092,528	$65,968,838	$65,000,472	$66,064,527	$69,672,887
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$1,958,186	$2,058,970	$0
SUB-TOTAL	$0	$0	$1,958,186	$2,058,970	$0
TOTAL RESOURCES	$59,092,528	$65,968,838	$66,958,658	$68,123,497	$69,672,887
EXPENDITURES					
City Council	$94,397	$109,361	$134,030	$134,030	$125,339
City Manager	872,182	889,643	889,143	967,402	1,023,233
Communications	485,209	515,289	544,416	560,394	593,690
City Secretary	669,398	610,975	726,286	821,848	826,820
Legal	657,823	533,061	515,000	515,000	515,000
Human Resources	150,848	169,115	175,822	178,986	190,199
Finance	852,497	924,293	942,353	864,245	960,667
Budget & Research	480,515	522,949	566,422	566,019	565,471
Municipal Court	1,499,625	1,628,288	1,793,692	1,740,043	1,751,976
Planning	395,288	452,168	562,207	572,154	600,004
Economic Development	398,039	408,302	403,271	404,907	413,579
Library	2,428,244	2,493,950	2,712,509	2,720,819	2,806,660
Community Development	3,450,585	3,505,339	3,820,869	3,805,205	3,880,108
Public Works	3,487,972	3,340,298	3,641,908	3,729,001	4,154,416
Parks & Recreation	1,993,597	1,601,651	1,677,354	1,695,051	1,689,647
Police	17,980,242	19,731,161	20,664,430	20,478,408	21,525,742
Fire	16,698,955	17,080,872	18,019,452	18,062,169	18,349,303
Building Services	899,730	899,730	899,730	899,730	1,228,105
Non-Departmental	3,686,673	5,258,462	4,137,010	4,121,332	4,227,614
SUB-TOTAL	$57,181,817	$60,674,906	$62,825,904	$62,836,743	$65,427,573
RESERVES & OTHER EXPENDITURES					
Planned Contribution to Fund Balance	$0	$0	$0	$0	$0
Capital Project Transfers	1,000,000	2,640,000	4,000,000	5,154,000	4,187,842
Operational Transfers	132,067	274,052	132,754	132,754	57,472
SUB-TOTAL	$1,132,067	$2,914,052	$4,132,754	$5,286,754	$4,245,314
TOTAL EXPENDITURES	$58,313,884	$63,588,958	$66,958,658	$68,123,497	$69,672,887
BALANCE	$778,644	$2,379,880	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 2 - SUMMARY OF REVENUES

GENERAL FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
TAXES					
Current Property Taxes	$25,164,541	$27,665,225	$29,256,442	$29,539,511	$32,953,615
Delinquent Property Taxes	(380,926)	49,374	0	(205,000)	0
Penalty and Interest	102,481	240,148	150,000	310,000	200,000
Recalculated Property Taxes	34,981	(31,396)	0	0	0
Franchise Fees	3,594,399	3,600,126	3,579,000	3,735,769	3,622,480
Utility Fund Franchise Taxes	0	1,261,933	1,395,508	1,416,117	1,511,195
Sales Taxes	13,990,500	14,828,583	15,006,494	15,578,442	15,707,954
Mixed Beverages	152,181	153,761	153,000	153,000	154,000
Payment in Lieu of Taxes	0	399,222	355,509	355,509	361,647
SUB-TOTAL	$42,658,157	$48,166,976	$49,895,953	$50,883,348	$54,510,891
FINES AND FORFEITURES					
Municipal Court Fines	$1,136,444	$1,768,715	$1,516,312	$1,492,689	$1,494,384
Warrant & Arrest Fees	110,180	125,355	127,240	121,626	116,770
Library Fines	0	4	0	0	0
SUB-TOTAL	$1,246,624	$1,894,073	$1,643,552	$1,614,315	$1,611,154
LICENSES AND PERMITS					
Building Permits	$1,419,062	$1,012,472	$1,150,000	$1,150,000	$1,150,000
Electrical Permits	108,335	147,098	105,000	125,000	105,000
Plumbing Permits	144,032	128,289	120,000	120,000	120,000
Mechanical Permits	189,336	180,644	150,000	150,000	150,000
Miscellaneous Permits	92,552	91,859	95,800	96,500	89,500
Certificate of Occupancy	10,533	13,995	10,000	10,000	10,000
Plan/Review/Application Fee	17,327	90,939	33,000	33,000	22,500
Apartment Inspection Fees	119,742	110,146	110,000	110,000	115,000
Curb & Drainage Inspection Fees	78,137	203,975	89,000	89,000	50,000
Re-Inspection Fees	29,316	20,320	20,000	20,000	20,000
License Fees	2,800	4,300	5,620	5,000	4,750
Fire Inspection	22,542	18,524	19,000	19,000	19,000
Gas Well Inspection	56,000	56,000	56,000	56,000	56,000
Food Service / Consumer Health Permits	206,908	203,938	189,000	166,200	166,200
Food Managers School	4,711	3,896	2,500	2,500	2,500
Animal License/Adoption Fees	12,119	12,903	12,500	5,500	0
Animal Control Impoundment	13,602	9,706	7,000	7,000	7,000
Auto Impoundment Fees	20,659	13,971	20,000	20,000	15,000
Burglar Alarm Permits	54,765	47,330	60,000	60,000	50,227
SUB-TOTAL	$2,602,478	$2,370,305	$2,254,420	$2,244,700	$2,152,677

FISCAL YEAR 2027
SCHEDULE 2 - SUMMARY OF REVENUES

GENERAL FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
CHARGES FOR SERVICE					
Park Facility Rental	$212	$0	$0	$0	$0
Ambulance Fees	2,474,710	2,774,200	2,972,000	3,130,376	3,127,376
Ambulance Supplemental Program	10,095	74,659	33,616	33,616	35,000
Garbage Billing	4,507,469	706,089	660,000	710,000	715,000
Recreation Fees	13,159	12,480	11,700	11,700	11,700
Athletic Revenue	25	0	0	0	0
Recreation Special Events	17,824	21,126	16,900	16,900	16,900
Planning & Zoning Fees	23,394	26,038	25,000	25,000	30,000
Sale of Accident Reports	54	19	1,000	1,000	100
Mowing / Code Compliance Fees	19,419	45,929	15,000	20,000	20,000
Fire Dept Certification/CPR Citizen Class	4,640	4,155	3,780	2,740	3,780
Miscellaneous	693	227	500	500	500
SUB-TOTAL	$7,071,695	$3,664,921	$3,739,496	$3,951,832	$3,960,356
INTERGOVERNMENTAL					
Indirect Costs:					
Utility Fund	$0	$2,182,176	$2,182,176	$2,182,176	$2,182,176
Park & Rec Facilities Dev. Corp.	0	469,207	469,207	469,207	469,207
Crime Control District	0	0	85,272	85,272	64,419
Consolidation Reimbursements	2,676,509	2,897,597	3,003,587	3,003,587	3,316,612
SUB-TOTAL	$2,676,509	$5,548,980	$5,740,242	$5,740,242	$6,032,414
MISCELLANEOUS					
Interest Income	$1,202,128	$1,204,746	$953,700	$901,763	$784,500
Radio Reimbursement	195,863	134,233	288,241	199,672	210,541
Lease Income	222,315	236,925	222,557	222,557	224,000
Grant Proceeds	540,000	777,397	45,000	163,287	92,466
Fleet Service Fund Reimbursement	391,050	0	0	0	0
Teen Court Reimbursement	12,988	20,386	0	0	0
Other Income	206,045	1,897,765	157,311	82,811	62,888
Public Safety Reimbursements	66,675	52,131	60,000	60,000	31,000
SUB-TOTAL	$2,837,065	$4,323,583	$1,726,809	$1,630,090	$1,405,395
APPROPRIATION - FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$1,958,186	$2,058,970	$0
SUB-TOTAL	$0	$0	$1,958,186	$2,058,970	$0
TOTAL RESOURCES	$59,092,528	$65,968,838	$66,958,658	$68,123,497	$69,672,887

FISCAL YEAR 2027
SCHEDULE 3 - SUMMARY OF EXPENDITURES

GENERAL FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
EXPENDITURES					
City Council	$94,397	$109,361	$134,030	$134,030	$125,339
City Manager's Office					
City Manager's Office Administration	$872,182	$609,453	$647,282	$663,429	$684,073
Emergency Management	0	280,190	241,861	303,973	339,160
Total City Manager's Office	$872,182	$889,643	$889,143	$967,402	$1,023,233
Communications					
Public Information	$340,768	$354,370	$364,848	$380,844	$387,195
Citicable	144,441	160,919	179,568	179,550	206,495
Total Communications	$485,209	$515,289	$544,416	$560,394	$593,690
City Secretary					
City Secretary	$533,352	$518,001	$571,909	$667,845	$667,137
Record Management	136,046	92,974	154,377	154,003	159,683
Total City Secretary	$669,398	$610,975	$726,286	$821,848	$826,820
Legal	$657,823	$533,061	$515,000	$515,000	$515,000
Human Resources	$150,848	$169,115	$175,822	$178,986	$190,199
Finance					
Accounting & Administration	$530,317	$611,269	$618,577	$552,110	$623,012
Purchasing	322,180	313,024	323,776	312,135	337,655
Total Finance	$852,497	$924,293	$942,353	$864,245	$960,667
Budget & Research	$480,515	$522,949	$566,422	$566,019	$565,471
Municipal Court					
Administration / Prosecution	$968,495	$1,145,786	$1,233,506	$1,171,259	$1,240,249
Warrant Division	402,706	405,837	417,897	417,443	387,187
Teen Court	19,429	6,978	29,725	28,150	1,293
Code Court	108,995	69,686	112,564	123,191	123,247
Total Municipal Court	$1,499,625	$1,628,288	$1,793,692	$1,740,043	$1,751,976
Planning	$395,288	$452,168	$562,207	$572,154	$600,004
Economic Development	$398,039	$408,302	$403,271	$404,907	$413,579
Library					
General Services	$476,694	$513,027	$529,030	$534,092	$580,213
Public Services	999,352	998,251	1,080,169	1,086,721	1,203,045
Technical Services	952,198	982,672	1,103,310	1,100,006	1,023,402
Total Library	$2,428,244	$2,493,950	$2,712,509	$2,720,819	$2,806,660

FISCAL YEAR 2027
SCHEDULE 3 - SUMMARY OF EXPENDITURES

GENERAL FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
Community Development					
Neighborhood Resources	$534,398	$578,432	$684,834	$647,559	$635,888
Animal Services	937,475	901,369	961,029	979,428	1,001,333
Consumer Health	351,276	369,202	392,166	392,847	389,844
Code Compliance	561,101	552,484	601,718	616,650	649,742
Inspections and Permitting	1,066,335	1,103,851	1,181,122	1,168,721	1,203,301
Total Community Development	$3,450,585	$3,505,339	$3,820,869	$3,805,205	$3,880,108
Public Works					
General Services	$324,010	$303,131	$320,237	$311,808	$338,848
Traffic Control	1,260,809	1,260,210	1,364,850	1,469,606	1,438,159
Street & Drainage	1,903,152	1,776,958	1,956,821	1,947,587	2,377,409
Total Public Works	$3,487,972	$3,340,298	$3,641,908	$3,729,001	$4,154,416
Parks & Recreation					
General Services	$116,402	$132,766	$186,137	$182,579	$191,168
Parks Maintenance	1,047,830	1,108,529	1,110,740	1,130,707	1,107,094
Recreation Services	487,102	0	0	0	0
Senior Adult Services	308,925	316,893	334,680	335,968	344,105
Youth Outreach & Cultural	33,338	43,463	45,797	45,797	47,280
Total Parks & Recreation	$1,993,597	$1,601,651	$1,677,354	$1,695,051	$1,689,647
Police					
General Services	$1,505,374	$1,627,218	$1,692,724	$1,697,274	$1,762,066
Administrative Services	828,961	893,361	984,032	939,025	1,036,360
Criminal Investigations	3,327,988	3,617,452	3,718,762	3,648,910	3,691,982
Uniform Patrol	7,117,766	8,047,273	8,206,088	8,168,796	8,632,971
Detention Services	1,815,804	1,890,384	2,098,968	2,058,186	2,199,340
Property Evidence	533,388	602,385	622,453	607,094	645,597
Communications	2,850,962	3,053,087	3,341,403	3,359,123	3,557,426
Total Police	$17,980,242	$19,731,161	$20,664,430	$20,478,408	$21,525,742
Fire Department					
General Services	$525,983	$1,230,041	$1,482,755	$1,396,164	$1,490,786
Operations	12,348,868	12,917,187	13,527,912	13,631,994	14,348,208
Emergency Medical	2,340,771	2,231,078	2,271,463	2,326,992	1,730,087
Fire Inspections	640,635	702,566	737,322	707,019	780,222
Emergency Management	842,698	0	0	0	0
Total Fire	$16,698,955	$17,080,872	$18,019,452	$18,062,169	$18,349,303
Building Services	$899,730	$899,730	$899,730	$899,730	$1,228,105
Non Departmental	$3,686,673	$5,258,462	$4,137,010	$4,121,332	$4,227,614
SUB-TOTAL DEPARTMENTS	$57,181,817	$60,674,906	$62,825,904	$62,836,743	$65,427,573

FISCAL YEAR 2027
SCHEDULE 3 - SUMMARY OF EXPENDITURES

GENERAL FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
RESERVES & OTHER EXPENDITURES					
Operational Transfers					
Transfer to Information Technology Fund	$97,011	$239,044	$102,100	$102,100	$57,472
Transfer to Court Spec Rev Fund	35,056	35,008	30,654	30,654	0
SUB-TOTAL	$132,067	$274,052	$132,754	$132,754	$57,472
Capital Project Transfers					
General Capital Project Transfers	$0	$1,640,000	$0	$719,000	$631,412
Property Purchase	0	0	0	0	0
Streets & Sidewalks	1,000,000	1,000,000	4,000,000	4,435,000	3,556,430
SUB-TOTAL	$1,000,000	$2,640,000	$4,000,000	$5,154,000	$4,187,842
Planned Contribution to Fund Balance					
General Fund Reserves	$0	$0	$0	$0	$0
SUB-TOTAL	$0	$0	$0	$0	$0
SUB-TOTAL RESERVES & OTHER	$1,132,067	$2,914,052	$4,132,754	$5,286,754	$4,245,314
TOTAL EXPENDITURES	$58,313,884	$63,588,958	$66,958,658	$68,123,497	$69,672,887
BALANCE	$778,645	$2,379,880	$0	$0	$0

As required by Local Government Code 140.0045 as added in the 85th Legislature (S.B. 622) and amended in the 86th Legislature (H.B. 1495).
Legal Notice Expenditures for FY 2026 were $1,820.40 and for the FY 2027 Proposed Budget are $7,915.00.
Legislative advocacy expenditures for FY 2026 were $36,664.63 and for the FY 2027 Proposed Budget are $29,634.00.

FISCAL YEAR 2027
SCHEDULE 4 - SUMMARY OF PROPERTY TAX REVENUE AND DISTRIBUTION

NET TAXABLE VALUE:	**M&O**	**I&S**	**TOTAL**
Total Appraised Value as of July 25, 2026			11,374,751,134
Less:			
Absolute Exemption			(870,214,642)
Cases Before ARB			(111,258,042)
Disabled Veteran			(162,135,032)
Over 65			(245,086,619)
Homestead			(1,141,061,412)
Disabled Persons			(5,551,297)
Freeport Inventory Value Loss			(23,213,457)
Miscellaneous Personal Property			(77,283,420)
Total Reduction to Values			(2,635,803,921)
NET TAXABLE VALUE AT July 25, 2026			8,738,947,213
Add:			
Estimated Minimum ARB Protested Value			99,163,568
Estimated Minimum Incomplete / In Process Value			6,100,000
Total Addition to Values			105,263,568
ESTIMATED NET TAXABLE VALUE AT July 25, 2026			8,844,210,781
ESTIMATED PROPERTY TAX COLLECTIONS:			
Estimated Net Taxable Value			8,844,210,781
Less: TIF #3 Incremental Value			(150,192,235)
Less: Tax Ceiling Taxable Values			(1,670,125,067)
Less: Pollution Control Exemption			(32,829)
Net Taxable Values			7,023,860,650
Proposed Tax Rate per $100 Valuation	0.404249	0.150895	0.555144
Estimated Total Tax Levy at 100% Collection	28,393,886	10,598,655	38,992,541
Less: Estimated Uncollectable from Net Taxable Values (3.0%	(1,169,776)	0	(1,169,776)
Estimated Revenue from Property Tax	27,224,110	10,598,655	37,822,765
Estimated Revenue from Property Tax	27,224,110	10,598,655	37,822,765
Plus: Tax Ceiling Account Revenue	5,906,706	-	5,906,706
Less: Estimated Uncollectable from Tax Ceiling (3.0%)	(177,201)	0	(177,201)
ESTIMATED PROPERTY TAX DISTRIBUTION	32,953,615	10,598,655	43,552,270

FISCAL YEAR 2027
SCHEDULE 5 - SUMMARY OF REVENUES AND EXPENDITURES

DEBT SERVICE FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
PROPERTY TAXES					
General Debt Service Taxes	$14,253,865	$13,090,527	$11,176,712	$11,176,712	$10,598,655
Tax Ceiling Distribution	0	0	1,332,783	1,332,783	0
SUB-TOTAL	$14,253,865	$13,090,527	$12,509,495	$12,509,495	$10,598,655
TRANSFER-IN					
Drainage Utility	$189,213	$184,800	$175,513	$175,513	$169,975
Park & Rec. Facilities Dev. Corp	431,505	421,005	410,505	410,505	400,005
Fleet Services Fund	225,300	216,300	207,300	207,300	154,425
SUB-TOTAL	$846,018	$822,105	$793,318	$793,318	$724,405
OTHER REVENUES					
Interest Income	$98,492	$132,760	$90,000	$145,232	$126,400
City of Watauga, CIP Participation	60,352	0	0	0	0
SUB-TOTAL	$158,844	$132,760	$90,000	$145,232	$126,400
TOTAL REVENUES	$15,258,727	$14,045,392	$13,392,813	$13,448,045	$11,449,460
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$0	$0	$1,498,425
SUB-TOTAL	$0	$0	$0	$0	$1,498,425
TOTAL RESOURCES	$15,258,727	$14,045,392	$13,392,813	$13,448,045	$12,947,885
EXPENDITURES					
DEBT EXPENDITURES					
Existing Bonds & C.O.'s	$15,116,435	$14,101,011	$13,377,473	$13,377,473	$12,941,350
Issuance Costs / Paying Agent Fees	9,273	4,140	15,340	15,340	6,535
Bond Defeasance / Refunding	0	0	0	0	0
SUB-TOTAL	$15,125,708	$14,105,151	$13,392,813	$13,392,813	$12,947,885
OTHER & RESERVES					
Planned Contribution to Fund Balance	$0	$0	$0	$55,232	$0
SUB-TOTAL	$0	$0	$0	$55,232	$0
TOTAL EXPENDITURES	$15,125,708	$14,105,151	$13,392,813	$13,448,045	$12,947,885
BALANCE	$133,019	($59,759)	$0	$0	$0

FISCAL YEAR 2027

SCHEDULE 6 - SUMMARY OF TAX INCREMENT FINANCE (TIF) DISTRICT PROPERTY TAX REVENUE AND DISTRIBUTION

TAX INCREMENT FINANCING DISTRICT #3 VALUE

	Taxable Value (2026 Tax Year)		$173,040,193
Less:	Base Taxable Value (2019 Tax Year)		6,348,296
	Taxable Value Increment (2026 Tax Year)	Gain/(Loss):	$166,691,897

TAX INCREMENT FINANCING DISTRICT #3 CONTRIBUTION

	M&O Rate		$0.404203
X	Participation Rate (45% of M&O)		45%
	Tax Rate per $100 Valuation	$	0.181891
	Taxable Value Increment: TIF District #3		$166,691,897
	$100 of Value		$1,666,919
X	Tax Rate per $100 Valuation		$0.181891
	TIF District #3 Property Tax Revenue at 100%		$303,198
X	Collection Rate		97.00%
	Estimated TIF District #3 Property Tax Revenue		$294,102

Note:
The information presented on this schedule represents the contribution of the City of North Richland Hills to the Tax Increment Financing Districts in which it participates. This schedule does not reflect the contribution of other entities.

FISCAL YEAR 2027
SCHEDULE 7 - SUMMARY OF REVENUES AND EXPENDITURES

TAX INCREMENT FINANCING FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
PROPERTY TAXES					
City of North Richland Hills	$33,362	$133,252	$243,222	$243,222	$294,102
Tarrant County	11,449	41,471	75,254	75,254	67,526
SUB-TOTAL	$44,811	$174,723	$318,476	$318,476	$361,628
OTHER FUNDING SOURCES					
Investment Income	$0	$2,805	$9,200	$10,345	$9,000
Appropriation of Fund Balance	0	0	0	0	0
SUB-TOTAL	$0	$2,805	$9,200	$10,345	$9,000
TOTAL RESOURCES	$44,811	$177,527	$327,676	$328,821	$370,628
EXPENDITURES					
Public Improvement District Contribution	$19,856	$20,799	$28,500	$28,500	$63,000
Contribution to Fund Balance	0	0	299,176	300,321	307,628
TOTAL EXPENDITURES	$19,856	$20,799	$327,676	$328,821	$370,628
BALANCE	$24,955	$156,729	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 8 - SUMMARY OF REVENUES AND EXPENDITURES

PARKS AND RECREATION FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
OPERATING					
Sales Tax	$6,995,252	$7,414,294	$7,503,261	$7,789,224	$7,853,969
Tennis Center Revenue	570,813	502,744	510,000	510,000	510,000
Athletic Program Revenue	147,002	177,175	155,000	185,000	185,000
Youth Association Fees	28,778	23,214	20,300	38,984	20,300
Other Income	581,302	329,865	434,050	245,781	215,550
SUB-TOTAL	$8,323,146	$8,447,292	$8,622,611	$8,768,989	$8,784,819
NRH CENTRE					
Memberships / Drop-In Passes	$1,510,323	$1,448,308	$1,500,000	$1,300,000	$1,559,275
Fitness	505,594	507,554	505,000	521,000	525,000
Recreation / Sports	449,959	475,938	465,000	487,000	491,000
Grand Hall Rental	491,551	378,029	383,500	361,500	380,000
Catering & Event Fees	27,772	20,069	20,000	20,000	20,000
Aquatic Programs	245,204	225,215	250,000	180,000	250,000
Pool Rental	3,960	1,550	5,000	2,000	5,000
Gym Rental	40	50	0	0	0
Concessions / Merchandise	44,745	42,371	45,000	45,000	43,000
Special Events	11,798	12,190	13,000	13,000	13,000
Other	99,697	86,811	71,600	46,163	40,200
General Fund	487,102	0	0	0	0
Park Fund	0	487,102	487,102	487,102	705,021
SUB-TOTAL	$3,877,744	$3,685,186	$3,745,202	$3,462,765	$4,031,496
PARK IMPACT FEES					
Park Impact Fees	$32,841	$32,105	$20,000	$20,000	$20,000
Other Income	0	33,038	0	32,561	28,300
SUB-TOTAL	$32,841	$65,142	$20,000	$52,561	$48,300
APPROPRIATION OF FUND BALANCE					
Appropriation of Sales Tax Reserves	$0	$0	$0	$0	$2,033,294
Appropriation of NRH Centre Reserves	0	0	554,822	815,870	83,436
Appropriation of Park Impact Fee Reserves	0	0	0	0	451,700
SUB-TOTAL	$0	$0	$554,822	$815,870	$2,568,430
TOTAL RESOURCES	$12,233,732	$12,197,620	$12,942,635	$13,100,185	$15,433,045

FISCAL YEAR 2027
SCHEDULE 8 - SUMMARY OF REVENUES AND EXPENDITURES

PARKS AND RECREATION FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
EXPENDITURES					
OPERATING					
Park Facilities Development Admin.	$760,349	$797,018	$734,812	$738,318	$591,611
Parks & Public Grounds	2,224,041	2,258,312	2,821,674	2,803,531	3,238,205
Athletic Program Services	159,499	167,618	176,029	178,565	179,631
Tennis Center Operations	674,376	638,195	815,823	699,853	718,471
Non-Departmental	71,162	85,191	128,623	89,205	79,613
SUB-TOTAL	$3,889,426	$3,946,333	$4,676,961	$4,509,472	$4,807,531
NRH CENTRE					
Center Management	$1,051,861	$1,112,974	$1,118,712	$1,094,736	$1,068,831
Fitness	$420,583	442,344	424,169	557,372	553,206
Building Operations	$299,842	287,276	347,377	268,896	359,877
Aquatic	$825,986	841,398	828,962	797,707	826,990
Recreation Sports	$365,721	368,783	395,384	391,841	396,595
Grand Hall	$321,825	328,964	380,996	396,790	380,934
Building Services	$414,017	455,143	455,143	455,143	526,104
Non-Departmental	$0	1,223	0	0	2,395
SUB-TOTAL	$3,699,833	$3,838,105	$3,950,743	$3,962,485	$4,114,932
OTHER & RESERVES					
Parks Debt Service	$431,505	$421,005	$410,505	$410,505	$400,005
Parks Indirect Costs	506,404	469,207	469,207	469,207	469,207
Transfers					
Parks Capital Projects	1,494,795	2,448,319	1,199,150	1,042,661	740,000
NRH Centre Capital Projects	0	163,000	0	316,150	0
Impact Fee Capital Projects	0	0	0	0	500,000
Aquatic Park Capital Projects	0	1,810,000	1,000,000	1,000,000	3,500,000
Parks NRH Centre	0	487,102	487,102	487,102	705,021
Economic Development Transfer	174,441	185,357	187,582	194,730	196,349
Planned Contribution to Fund Balance					
Parks Fund Reserves	0	0	541,385	655,312	0
NRH Centre Fund Reserves	0	0	0	0	0
Impact Fee Reserves	0	0	20,000	52,561	0
SUB-TOTAL	$2,607,144	$5,983,990	$4,314,931	$4,628,228	$6,510,582
TOTAL EXPENDITURES	$10,196,403	$13,768,428	$12,942,635	$13,100,185	$15,433,045
BALANCE	$2,037,329	($1,570,808)	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 9 - SUMMARY OF REVENUES AND EXPENDITURES

CRIME CONTROL DISTRICT

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Sales Tax	$6,988,288	$7,413,086	$7,494,677	$7,786,558	$7,851,302
Franchise Tax	140,778	151,973	149,775	175,975	156,242
Interest Income	96,654	117,140	132,000	75,308	67,400
SRO & Campus Officer Reimbursement	340,168	576,985	1,156,397	1,156,397	1,653,930
Grant Proceeds	0	0	201,470	201,470	201,470
Other	105,935	76,372	91,807	89,407	56,270
SUB-TOTAL	$7,671,823	$8,335,556	$9,226,126	$9,485,115	$9,986,614
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$66,850	$0	$759,395
SUB-TOTAL	$0	$0	$66,850	$0	$759,395
TOTAL RESOURCES	$7,671,823	$8,335,556	$9,292,976	$9,485,115	$10,746,009
EXPENDITURES					
OPERATING EXPENDITURES					
Administration	$22,675	$19,784	$20,578	$17,678	$36,476
Community Resources	1,322,918	1,914,653	2,296,456	2,142,448	3,249,493
Victim Assistance Program	28,308	30,774	325,295	228,617	355,325
Investigations	708,574	807,506	894,595	900,772	899,029
Uniform Patrol	3,934,841	4,044,082	4,696,254	5,040,514	5,031,962
Technical Services	527,923	544,355	567,339	555,757	574,376
Property Evidence	(85,534)	53,431	93,642	93,642	54,948
Partner Agency Funding	50,017	43,607	58,589	58,589	38,000
Non-Departmental	292,811	645,499	254,956	233,418	239,493
SUB-TOTAL	$6,802,534	$8,103,691	$9,207,704	$9,271,435	$10,479,102
OTHER & RESERVES					
Operating Transfers	$198,983	$0	$85,272	$85,272	$64,419
Capital Project Transfers	0	0	0	0	202,488
Planned Contribution to Fund Balance	0	0	0	128,408	0
SUB-TOTAL	$198,983	$0	$85,272	$213,680	$266,907
TOTAL EXPENDITURES	$7,001,518	$8,103,692	$9,292,976	$9,485,115	$10,746,009
BALANCE	$670,306	$231,865	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 10 - SUMMARY OF REVENUES AND EXPENDITURES

MUNICIPAL COURT SPECIAL REVENUE FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Court Fees	$14,614	$15,087	$14,736	$18,461	$21,000
Municipal Court Technology Fee	24,600	44,649	44,831	36,590	40,000
Municipal Court Building Security Fee	36,196	54,444	51,260	44,647	45,000
Local Truancy Prevention / Diversion Fee	45,379	61,382	70,056	50,984	74,200
Other	73,887	76,255	60,834	65,858	30,600
SUB-TOTAL	$194,676	$251,816	$241,717	$216,540	$210,800
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$71,670	$171,163	$84,538
SUB-TOTAL	$0	$0	$71,670	$171,163	$84,538
TOTAL RESOURCES	$194,676	$251,816	$313,387	$387,703	$295,338
EXPENDITURES					
OPERATING EXPENDITURES					
Warrant Division	$48,042	$29,096	$111,574	$115,428	$119,881
Teen Court Division	90,131	91,141	93,744	93,744	125,137
Court IT Technology/Equipment	7,414	4,565	108,069	178,531	37,315
Other Expenditures	0	0	0	0	13,005
SUB-TOTAL	$145,587	$124,802	$313,387	$387,703	$282,333
OTHER & RESERVES					
Planned Contributions to Fund Balance	$0	$0	$0	$0	$0
Transfer to IT Capital Projects	0	0	0	0	0
SUB-TOTAL	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$145,587	$124,802	$313,387	$387,703	$295,338
BALANCE	$49,089	$127,014	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 11 - SUMMARY OF REVENUES AND EXPENDITURES

PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS CHANNELS "PEG" SPECIAL REVENUE FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
PEG Fees	$86,862	$73,738	$45,400	$45,400	$53,600
Other	37,661	42,306	33,800	33,603	29,200
SUB-TOTAL	$124,522	$116,044	$79,200	$79,003	$82,800
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$114,391	$114,588	$0
SUB-TOTAL	$0	$0	$114,391	$114,588	$0
TOTAL RESOURCES	$124,522	$116,044	$193,591	$193,591	$82,800
EXPENDITURES					
OPERATING EXPENDITURES					
Equipment Expenses	$13,899	$35,780	$193,591	$193,591	$53,000
Transfer to IT Capital	0	177,886	0	0	0
SUB-TOTAL	$13,899	$213,666	$193,591	$193,591	$53,000
OTHER & RESERVES					
Planned Contributions to Fund Balance	0	0	0	0	29,800
SUB-TOTAL	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$13,899	$213,666	$193,591	$193,591	$82,800
BALANCE	$110,623	($97,622)	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 12 - SUMMARY OF REVENUES AND EXPENDITURES

PROMOTIONAL FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Occupancy Tax Proceeds	$446,332	$430,548	$417,500	$724,341	$619,753
Other Income	41,529	48,567	38,200	37,102	32,100
SUB-TOTAL	$487,861	$479,116	$455,700	$761,443	$651,853
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$139,326	$0	$46,521
SUB-TOTAL	$0	$0	$139,326	$0	$46,521
TOTAL RESOURCES	$487,861	$479,116	$595,026	$761,443	$698,374
EXPENDITURES					
OPERATING EXPENDITURES					
Economic Development	$131,235	$234,676	$310,665	$363,740	$508,396
Cultural & Leisure	156,328	200,175	183,924	184,624	186,392
Non-Departmental	195	197	437	342	3,586
Capital Project Transfers	0	0	100,000	100,000	0
SUB-TOTAL	$287,757	$435,047	$595,026	$648,706	$698,374
OTHER & RESERVES					
Planned Contributions to Fund Balance	$0	$0	$0	$112,737	$0
SUB-TOTAL	$0	$0	$0	$112,737	$0
TOTAL EXPENDITURES	$287,758	$435,048	$595,026	$761,443	$698,374
BALANCE	$200,103	$44,068	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 13 - SUMMARY OF REVENUES AND EXPENDITURES

DONATIONS FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Parks & Recreation Program Donations	$114,885	$135,071	$95,767	$159,919	$137,300
Library Program Donations	44,408	62,382	41,500	83,446	57,000
Neighborhood Services Program Donations	81,427	99,021	91,800	136,746	91,800
Public Safety Program Donations	20,050	9,039	24,634	24,634	18,531
Teen Court Program Donations	3,983	3,305	4,000	3,000	3,000
Investment Income	34,046	42,484	29,160	40,084	35,100
Other Income	0	50,000	0	0	0
SUB-TOTAL	$298,799	$351,303	$286,861	$447,829	$342,731
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$114,524	$12,893	$39,924
SUB-TOTAL	$0	$0	$114,524	$12,893	$39,924
TOTAL RESOURCES	$298,799	$401,303	$401,385	$460,722	$382,655
EXPENDITURES					
OPERATING EXPENDITURES					
Parks & Recreation Programs	$86,059	$94,659	$140,163	$193,500	$152,000
Library Programs	25,718	38,517	79,975	81,975	100,711
Neighborhood Services Programs	36,157	89,908	101,143	106,143	101,143
Public Safety Programs	3,256	8,896	26,104	26,104	24,801
Teen Court Program	0	4,500	4,000	3,000	4,000
SUB-TOTAL	$151,190	$236,480	$351,385	$410,722	$382,655
OTHER & RESERVES					
Capital Project Transfers	$27,000	$0	$50,000	$50,000	$0
Planned Contribution to Fund Balance	0	0	0	0	0
SUB-TOTAL	$27,000	$0	$50,000	$50,000	$0
TOTAL EXPENDITURES	$178,190	$236,480	$401,385	$460,722	$382,655
BALANCE	$120,609	$164,823	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 14 - SUMMARY OF REVENUES AND EXPENDITURES

SPECIAL INVESTIGATIONS FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Federal Forfeited Funds	$172,548	$80,329	$90,000	$90,000	$80,000
State Forfeited Funds	29,608	14,165	32,500	32,500	6,090
Local Forfeited Funds	3,416	2,404	1,000	1,000	500
AFIS Program Revenues	4,958	853	0	0	0
Other Income	21,599	130,570	17,000	29,633	25,800
SUB-TOTAL	$232,129	$228,321	$140,500	$153,133	$112,390
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$120,500	$130,154	$255,846
SUB-TOTAL	$0	$0	$120,500	$130,154	$255,846
TOTAL RESOURCES	$232,129	$228,321	$261,000	$283,287	$368,236
EXPENDITURES					
OPERATING EXPENDITURES					
Federal Forfeited Funds	$30,965	$60,641	$175,000	$218,036	$232,414
State Forfeited Funds	2,915	4,121	85,000	64,251	96,101
Local Forfeited Funds	528	0	1,000	1,000	21,067
AFIS Maintenance & Equipment	13,175	708	0	0	4,162
SUB-TOTAL	$47,583	$65,470	$261,000	$283,287	$353,744
OTHER & RESERVES					
Other Expenditures	$0	$34,267	$0	$0	$14,492
Planned Contribution to Fund Balance	$0	$0	$0	$0	$0
SUB-TOTAL	$0	$34,267	$0	$0	$14,492
TOTAL EXPENDITURES	$47,583	$99,737	$261,000	$283,287	$368,236
BALANCE	$184,546	$128,584	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 15 - SUMMARY OF REVENUES AND EXPENDITURES

DRAINAGE UTILITY FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Drainage Fees	$1,763,632	$1,740,271	$1,714,600	$1,821,228	$1,821,228
Interest Income	121,918	176,706	126,200	29,200	25,400
SUB-TOTAL	$1,885,550	$1,916,977	$1,840,800	$1,850,428	$1,846,628
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$2,596,290	$3,867,439	$0
SUB-TOTAL	$0	$0	$2,596,290	$3,867,439	$0
TOTAL RESOURCES	$1,885,550	$1,916,977	$4,437,090	$5,717,867	$1,846,628
EXPENDITURES					
OPERATING EXPENDITURES					
Public Works Administration	$160,023	$192,172	$198,423	$198,572	$211,356
Drainage Utility Crew	193,170	198,106	212,794	214,970	188,593
Non-Departmental	3,810	535	360	60	910
Debt Service Payments	189,213	184,800	175,513	175,513	169,975
SUB-TOTAL	$546,216	$575,614	$587,090	$589,115	$570,834
OTHER & RESERVES					
Capital Project Transfers	$700,000	$125,000	$3,850,000	$5,128,752	$1,073,187
Planned Contribution to Fund Balance	0	0	0	0	202,607
SUB-TOTAL	$700,000	$125,000	$3,850,000	$5,128,752	$1,275,794
TOTAL EXPENDITURES	$1,246,216	$700,614	$4,437,090	$5,717,867	$1,846,628
BALANCE	$639,334	$1,216,364	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 16 - SUMMARY OF REVENUES AND EXPENDITURES

ECONOMIC DEVELOPMENT FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Park Fund Transfer In	$174,441	$185,357	$187,582	$194,730	$196,349
Other	90,979	40,705	26,400	3,658,470	82,600
SUB-TOTAL	$265,420	$226,063	$213,982	$3,853,200	$278,949
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$143,830	$777,612	$1,552
SUB-TOTAL	$0	$0	$143,830	$777,612	$1,552
TOTAL RESOURCES	$265,420	$226,063	$357,812	$4,630,812	$280,501
EXPENDITURES					
OPERATING EXPENDITURES					
Economic Development Administration	$0	$670	$28,812	$28,605	$32,501
Other Expenses	159,736	202,582	329,000	4,602,207	248,000
SUB-TOTAL	$159,736	$203,252	$329,000	$4,630,812	$280,501
OTHER & RESERVES					
Planned Contributions to Fund Balance	$0	$0	$0	$0	$0
SUB-TOTAL	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$159,736	$203,252	$357,812	$4,630,812	$280,501
BALANCE	$105,683	$22,810	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 17 - SUMMARY OF REVENUES AND EXPENDITURES

GAS DEVELOPMENT FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
Gas Royalty Revenue	$335,440	$398,455	$363,273	$551,942	$551,942
Interest Income	122,192	111,149	33,800	67,479	58,700
Other Income	0	100	0	0	0
SUB-TOTAL	$457,632	$509,705	$397,073	$619,421	$610,642
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$0	$441,240	$0
SUB-TOTAL	$0	$0	$0	$441,240	$0
TOTAL RESOURCES	$457,632	$509,705	$397,073	$1,060,661	$610,642
EXPENDITURES					
OPERATING					
Transfers to Other Funds	$0	$0	$0	$0	$195,800
Miscellaneous Expenditures	0	1,895,339	36,000	1,060,661	0
SUB-TOTAL	$0	$1,895,339	$36,000	$1,060,661	$195,800
OTHER & RESERVES					
Planned Contribution to Fund Balance	$0	$0	$361,073	$0	$414,842
SUB-TOTAL	$0	$0	$361,073	$0	$414,842
TOTAL EXPENDITURES	$0	$1,895,339	$397,073	$1,060,661	$610,642
BALANCE	$457,632	($1,385,634)	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 19 - SUMMARY OF REVENUES AND EXPENDITURES

UTILITY FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
WATER CHARGES					
Water Charges	$27,292,806	$28,281,255	$30,094,318	$31,082,388	$33,635,907
Water Prior Year Settle-up	1,212,095	0	0	2,061,681	0
Water Taps	38,750	18,348	45,000	13,450	13,500
Water Inspection Fees	75,074	59,411	51,500	36,537	36,500
City of Watauga Water Charges	0	0	0	0	2,502,382
SUB-TOTAL	$28,618,725	$28,359,014	$30,190,818	$33,194,056	$36,188,289
SEWER TREATMENT CHARGES					
Sewer Treatment Charges	$15,039,017	$14,684,958	$16,270,762	$16,121,516	$17,441,145
Sewer Prior Year Settle-Up	178,267	0	0	849,274	0
Sewer Taps	11,999	5,450	14,800	3,795	3,800
Sewer Inspection Fees	23,261	38,447	19,900	10,000	10,000
SUB-TOTAL	$15,252,544	$14,728,855	$16,305,462	$16,984,585	$17,454,945
MISCELLANEOUS					
Interest Income	$1,031,664	$921,203	$843,300	$563,902	$500,000
Service Charges	121,048	68,269	123,000	69,150	71,850
Late Charges	588,735	353,511	500,000	0	500,000
Miscellaneous	751,541	834,651	94,300	727,484	731,782
Joint Use Reimbursement - Watauga	86,902	33,291	95,867	39,551	33,291
Subdivision Meter Revenue	45,759	23,837	60,621	20,992	31,002
SUB-TOTAL	$2,625,649	$2,234,762	$1,717,088	$1,421,079	$1,867,925
TOTAL REVENUE	$47,324,965	$45,322,631	$48,213,368	$51,599,720	$55,511,159
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$691,887	$0	$2,717,273
SUB-TOTAL	$0	$0	$691,887	$0	$2,717,273
TOTAL RESOURCES	$47,324,965	$45,322,631	$48,905,255	$51,599,720	$58,228,432

FISCAL YEAR 2027
SCHEDULE 19 - SUMMARY OF REVENUES AND EXPENDITURES

UTILITY FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
EXPENDITURES					
WATER SERVICES					
Water Operations	$5,277,913	$5,198,933	$5,132,618	$5,279,204	$4,632,415
Purchase of Water FTW	4,533,143	4,846,650	4,692,202	5,419,920	9,216,181
Purchase of Water TRA	7,884,506	6,627,999	8,985,702	10,552,911	9,649,727
SUB-TOTAL	$17,695,562	$16,673,582	$18,810,522	$21,252,035	$23,498,323
SEWER TREATMENT SERVICES					
Sewer Operations	$1,385,545	$1,442,256	$1,514,105	$1,551,605	$1,945,513
Sewer Treatment FTW	1,499,405	1,716,920	1,950,779	1,334,854	2,032,772
Sewer Treatment TRA	6,407,387	8,033,217	8,145,648	7,295,450	8,298,226
SUB-TOTAL	$9,292,336	$11,192,392	$11,610,532	$10,181,909	$12,276,511
UTILITY BILLING & FINANCIAL SERVICES					
Utility Meter Reading	$628,015	$721,067	$742,702	$712,351	$728,471
Utility Billing & Customer Service	1,272,973	1,291,850	1,064,305	1,288,223	1,170,865
Utility Collection Services	230,960	298,152	303,168	300,461	321,266
Accounting Services	357,229	386,949	460,998	395,555	457,169
Budget & Research	247,384	269,530	288,805	290,091	291,483
SUB-TOTAL	$2,736,561	$2,967,548	$2,859,978	$2,986,681	$2,969,254
OTHER OPERATING EXPENDITURES					
Administration	$526,790	$388,877	$396,698	$410,968	$418,846
Development	1,186,284	1,373,600	1,412,478	1,408,027	1,436,302
Right of Way Maintenance	310,115	324,910	340,679	339,194	363,125
Utility Construction Crew & Support	1,220,243	1,288,426	1,384,536	1,373,553	1,560,281
Building Services	1,852,138	1,852,138	1,852,138	1,852,138	2,140,902
Non Departmental	1,187,138	1,145,415	582,843	1,274,141	1,294,958
SUB-TOTAL	$6,282,709	$6,373,366	$5,969,372	$6,658,021	$7,214,414
TOTAL DEPARTMENT EXPENDITURES	$36,007,168	$37,206,889	$39,250,404	$41,078,646	$45,958,502
OTHER & RESERVES					
Debt Service	$2,564,776	$2,465,692	$2,383,795	$2,383,795	$2,307,338
Franchise Fees	1,268,028	1,261,933	1,395,508	1,395,508	1,511,195
Indirect Costs	2,182,176	2,182,176	2,182,176	2,182,176	2,182,176
Payment in Lieu of Taxes	399,222	399,222	355,509	355,509	361,467
Transfer for IT & Support Services	209,500	175,000	251,800	251,800	272,338
Transfer to Capital	1,250,000	2,086,600	3,086,063	3,386,063	5,635,416
Planned Contribution to Fund Balance	0	0	0	566,223	0
SUB-TOTAL	$7,873,702	$8,570,623	$9,654,851	$10,521,074	$12,269,930
TOTAL EXPENDITURES	$43,880,870	$45,777,512	$48,905,255	$51,599,720	$58,228,432
BALANCE	$3,444,095	($454,881)	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 20 - SUMMARY OF REVENUES AND EXPENDITURES

AQUATIC PARK FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
ATTENDANCE	166,009	161,896	200,000	188,000	188,000
REVENUES					
OPERATING					
Admissions	$3,426,239	$3,454,273	$4,508,080	$4,023,200	$4,069,481
Food and Beverage	831,686	1,013,125	1,088,520	1,175,600	1,179,600
Merchandise	181,366	163,234	220,000	189,880	189,880
Rentals	218,343	279,298	372,000	323,360	327,079
SUB-TOTAL	$4,657,633	$4,909,931	$6,188,600	$5,712,040	$5,766,040
OTHER REVENUES					
Interest Income	$61,241	$74,554	$45,500	$72,320	$62,900
Other Income	16,203	26,591	35,000	16,500	94,500
SUB-TOTAL	$77,444	$101,145	$80,500	$88,820	$157,400
TOTAL REVENUES	$4,735,077	$5,011,075	$6,269,100	$5,800,860	$5,923,440
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	0	0	0	0	0
SUB-TOTAL	$0	$0	$0	$0	$0
TOTAL RESOURCES	$4,735,078	$5,011,075	$6,269,100	$5,800,860	$5,923,440
EXPENDITURES					
OPERATING					
General Services & Utilities	$736,909	$822,112	$893,840	$807,890	$943,706
Public Grounds / Aquatics / Maint.	1,794,418	1,627,820	1,984,899	1,859,034	1,925,482
Business & Office Administration	417,659	437,556	543,047	495,799	595,703
Gift Shop / Concessions	827,499	831,094	1,114,155	998,583	946,668
Sales / Special Events/ Admissions	349,901	329,388	399,090	341,658	447,843
Non-Departmental	112,314	118,234	122,930	112,736	118,280
SUB-TOTAL	$4,238,700	$4,166,204	$5,057,961	$4,615,700	$4,977,682
OTHER & RESERVES					
Debt Service	$567,304	$959,046	$1,006,726	$1,006,726	$933,916
Debt Defeasance / Refunding / Agent Fees	1,497	856	1,173	1,173	1,173
Transfer to Capital Projects	375,000	550,000	150,000	150,000	0
Planned Contribution to Fund Balance	0	0	53,240	27,261	10,669
SUB-TOTAL	$943,801	$1,509,902	$1,211,139	$1,185,160	$945,758
TOTAL EXPENDITURES	$5,182,501	$5,676,106	$6,269,100	$5,800,860	$5,923,440
BALANCE	($447,423)	($665,031)	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 21 - SUMMARY OF REVENUES AND EXPENDITURES

GOLF COURSE FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
ROUNDS	45,751	46,451	50,849	50,810	51,593
REVENUES					
OPERATING REVENUE					
Green Fees	$1,764,773	$1,789,012	$2,141,175	$2,202,366	$2,164,748
Pro Shop	247,381	283,465	306,205	319,275	319,000
Driving Range	142,257	159,333	154,915	178,153	168,743
Carts	399,432	501,371	435,848	468,214	468,786
Food & Beverage	698,642	735,119	793,152	821,494	815,688
Miscellaneous	2,700	25,110	17,500	71,691	62,400
SUB-TOTAL	$3,255,185	$3,493,409	$3,848,795	$4,061,193	$3,999,365
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$0	$0	$0
SUB-TOTAL	$0	$0	$0	$0	$0
TOTAL RESOURCES	$3,255,185	$3,493,409	$3,848,795	$4,061,193	$3,999,365
EXPENDITURES					
OPERATING					
Pro Shop	$223,188	$246,953	$235,144	$253,080	$242,241
Pro Shop: Cost of Goods Sold	149,911	169,626	190,629	201,421	198,760
Driving Range	17,318	42,553	11,700	20,009	19,632
Golf Carts	386,923	420,995	405,828	426,781	442,636
Course Maintenance	968,163	890,378	1,064,458	1,103,177	1,141,353
Food & Beverage	311,345	308,453	322,653	301,678	315,174
Food & Beverage: Cost of Goods Sold	212,314	220,084	233,879	245,765	245,964
Sales & Membership	103,484	116,377	125,200	129,922	133,719
General & Administrative	572,171	153,109	648,516	665,856	589,125
Management Fees	130,099	138,732	153,251	159,580	157,468
SUB-TOTAL	$3,074,916	$2,707,259	$3,391,258	$3,507,269	$3,486,072
OTHER & RESERVES					
Debt Service	$281,209	$297,773	$291,490	$291,490	$284,887
Transfer to Capital Projects	0	0	0	0	0
Planned Contribution to Reserves	0	0	166,047	262,434	228,406
SUB-TOTAL	$281,209	$297,773	$457,537	$553,924	$513,293
TOTAL EXPENDITURES	$3,356,125	$3,005,032	$3,848,795	$4,061,193	$3,999,365
BALANCE	($100,940)	$488,377	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 22 - SUMMARY OF REVENUES AND EXPENDITURES

FACILITIES / CONSTRUCTION MANAGEMENT FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
CHARGES FOR SERVICE					
General Fund	$899,730	$899,730	$899,730	$899,730	$1,308,105
Park Development Fund	442,017	455,143	455,143	455,143	526,104
Utility Fund	1,852,138	1,852,138	1,852,138	1,852,138	2,140,902
SUB-TOTAL	$3,193,885	$3,207,011	$3,207,011	$3,207,011	$3,975,111
OTHER REVENUES					
Interest Income	$90,649	$58,292	$9,700	$26,305	$22,900
Other Income	36,272	916	500,000	500,000	0
SUB-TOTAL	$126,921	$59,208	$509,700	$526,305	$22,900
TOTAL REVENUES	$3,320,806	$3,266,219	$3,716,711	$3,733,316	$3,998,011
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$53,492	$166,890	$63,030
SUB-TOTAL	$0	$0	$53,492	$166,890	$63,030
TOTAL RESOURCES	$3,320,806	$3,266,219	$3,770,203	$3,900,206	$4,061,041
EXPENDITURES					
OPERATING EXPENDITURES					
Administration	$266,981	$272,695	$284,705	$285,005	$289,066
Building Services	3,107,136	3,198,191	3,289,068	3,426,455	3,501,985
Non-Departmental	41,419	43,485	196,430	188,746	269,990
SUB-TOTAL	$3,415,536	$3,514,371	$3,770,203	$3,900,206	$4,061,041
OTHER & RESERVES					
Capital Project Transfers	$0	$1,503,550	$0	$0	$0
Planned Contribution to Fund Balance	0	0	0	0	0
SUB-TOTAL	$0	$1,503,550	$0	$0	$0
TOTAL EXPENDITURES	$3,415,536	$5,017,921	$3,770,203	$3,900,206	$4,061,041
BALANCE	($94,730)	($1,751,702)	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 23 - SUMMARY OF REVENUES AND EXPENDITURES

FLEET SERVICES FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
General Fund	$1,569,269	$1,466,421	$1,464,421	$1,466,421	$1,038,656
Utility Fund	2,514,175	2,625,356	2,349,399	2,349,399	1,714,062
Crime Control District Fund	189,903	179,457	182,457	180,457	128,691
Park & Recreation Dev. Fund	191,591	179,035	179,035	249,035	126,809
Other Funds	26,874	25,113	25,113	25,113	17,788
SUB-TOTAL	$4,491,812	$4,475,382	$4,200,425	$4,270,425	$3,026,006
OTHER REVENUES					
Interest Income	160,789	169,566	86,100	121,124	105,400
Sale of City Property	240,911	114,446	110,000	178,000	0
Other Income	3,068	14,800	0	0	195,800
SUB-TOTAL	$404,767	$298,811	$196,100	$299,124	$301,200
TOTAL REVENUES	$4,896,579	$4,774,193	$4,396,525	$4,569,549	$3,327,206
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$1,056,474	$2,249,709	$1,866,712
SUB-TOTAL	$0	$0	$1,056,474	$2,249,709	$1,866,712
TOTAL RESOURCES	$4,896,579	$4,774,193	$5,452,999	$6,819,258	$5,193,918
EXPENDITURES					
OPERATING EXPENDITURES					
Administration	$280,145	$266,439	$316,696	$320,710	$329,578
Fleet Services Operations	1,674,163	1,852,654	1,886,862	2,092,774	2,293,229
Fire Fleet Maintenance Operations	555,560	651,058	583,756	582,601	560,079
Vehicle and Equipment Purchases	1,854,039	991,243	1,057,694	2,168,749	0
Non-Departmental	40,967	108,208	44,107	90,540	43,369
SUB-TOTAL	$4,404,874	$3,869,602	$3,889,115	$5,255,374	$3,226,255
OTHER & RESERVES					
Debt Service	$225,300	$216,300	$207,300	$207,300	$154,425
Transfer to General Fund	391,050	0	0	0	0
Capital Project Transfers	109,000	0	1,356,584	1,356,584	1,813,238
Planned Contribution to Fund Balance	0	0	0	0	0
SUB-TOTAL	$725,350	$216,300	$1,563,884	$1,563,884	$1,967,663
TOTAL EXPENDITURES	$5,130,224	$4,085,902	$5,452,999	$6,819,258	$5,193,918
BALANCE	($233,645)	$688,291	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 24 - SUMMARY OF REVENUES AND EXPENDITURES

INFORMATION TECHNOLOGY FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
CHARGES FOR SERVICE					
General Fund	$1,974,869	$2,449,344	$2,487,664	$2,471,903	$2,649,233
Park Fund	272,056	325,774	380,774	380,774	377,278
Crime Control District	411,935	526,367	541,114	523,242	576,257
Utility Fund	1,428,474	1,727,888	1,804,988	1,807,268	2,060,302
Other Funds	529,613	575,160	583,395	583,435	636,786
SUB-TOTAL	$4,616,947	$5,604,533	$5,797,935	$5,766,622	$6,299,856
OTHER REVENUES					
Transmitter Lease	$204,127	$208,627	$180,000	$211,911	$220,210
Transfer from General Fund	97,011	239,044	102,100	102,100	57,472
Interest Income	27,855	31,155	13,400	53,379	46,400
Other Income	11,813	2,420	5,000	5,000	5,000
SUB-TOTAL	$340,807	$481,246	$300,500	$372,390	$329,082
TOTAL REVENUES	$4,957,754	$6,085,779	$6,098,435	$6,139,012	$6,628,938
APPROPRIATION OF FUND BALANCE					
Appropriation of Fund Balance	$0	$0	$392,877	$801,909	$0
SUB-TOTAL	$0	$0	$392,877	$801,909	$0
TOTAL RESOURCES	$4,957,754	$6,085,779	$6,491,312	$6,940,921	$6,628,938
EXPENDITURES					
OPERATING EXPENDITURES					
General Services	$3,874,077	$4,028,330	$5,067,259	$5,430,550	$5,556,568
Public Safety	1,072,212	982,602	1,098,785	1,163,327	976,764
Non-Departmental	19,822	20,788	325,268	347,044	73,236
SUB-TOTAL	$4,966,112	$5,031,720	$6,491,312	$6,940,921	$6,606,568
OTHER & RESERVES					
Transfer to Capital Projects	$0	$368,500	$0	$0	$0
Planned Contribution to Fund Balance	0	0	0	0	22,370
SUB-TOTAL	$0	$368,500	$0	$0	$22,370
TOTAL EXPENDITURES	$4,966,112	$5,400,220	$6,491,312	$6,940,921	$6,628,938
BALANCE	($8,358)	$685,559	$0	$0	$0

FISCAL YEAR 2027
SCHEDULE 25 - SUMMARY OF REVENUES AND EXPENDITURES

SELF INSURANCE FUND

	ACTUAL FY 2023/24	ACTUAL FY 2024/25	ADOPTED BUDGET FY 2026	REVISED BUDGET FY 2026	PROPOSED BUDGET FY 2027
REVENUES					
HEALTH & MEDICAL CONTRIBUTIONS					
Health & Medical (City)	$8,379,033	$8,616,167	$8,428,727	$8,420,873	$8,652,000
Health & Medical (Employees)	1,980,076	2,137,367	2,334,685	2,334,685	2,523,718
SUB-TOTAL	$10,359,110	$10,753,535	$10,763,412	$10,755,558	$11,175,718
OTHER CONTRIBUTIONS					
Worker's Comp & Admin (City)	$517,130	$527,198	$524,378	$524,698	$531,111
Other Insurance (City)	1,743,593	1,831,800	1,831,800	1,748,380	1,798,290
Flexible Spending Account (Employees)	96,527	110,339	117,500	117,500	133,000
SUB-TOTAL	$2,357,250	$2,469,337	$2,473,678	$2,390,578	$2,462,401
OTHER REVENUES					
Stop Loss Reimbursement	$646,315	$4,424,655	$600,000	$600,000	$600,000
Interest Income	991,724	960,745	737,300	883,492	768,600
Other Income	643,344	700,844	800,000	1,107,359	800,000
SUB-TOTAL	$2,281,383	$6,086,244	$2,137,300	$2,590,851	$2,168,600
TOTAL REVENUES	$14,997,742	$19,309,116	$15,374,390	$15,736,987	$15,806,719
APPROPRIATION OF FUND BALANCE					
Self Insurance Fund Reserves	$0	$0	$1,004,534	$1,155,691	$2,135,864
SUB-TOTAL	$0	$0	$1,004,534	$1,155,691	$2,135,864
TOTAL RESOURCES	$14,997,742	$19,309,116	$16,378,924	$16,892,678	$17,942,583
EXPENDITURES					
Health & Medical	$11,701,562	$16,403,996	$13,137,180	$13,559,824	$14,553,216
Worker's Compensation	3,019,564	(2,243,627)	515,000	516,047	531,890
Personnel Expenses	708,952	808,588	760,862	760,342	772,186
Property, Liability, and Other Insurance	1,735,712	1,842,576	1,848,382	1,938,966	1,898,291
Flexible Spending Account Expense	91,913	139,292	117,500	117,500	187,000
Non-Departmental	357	95,690	0	0	0
SUB-TOTAL	$17,258,059	$17,046,515	$16,378,924	$16,892,678	$17,942,583
OTHER & RESERVES					
Planned Contribution to Fund Balance	0	0	0	0	0
SUB-TOTAL	$0	$0	$0	$0	$0
TOTAL EXPENDITURES	$17,258,059	$17,046,515	$16,378,924	$16,892,678	$17,942,583
BALANCE	($2,260,316)	$2,262,601	$0	$0	$0

FISCAL YEAR 2027
FUND BALANCE SUMMARY - ALL OPERATING FUNDS

Schedule	Fund	FY 2026 Beginning Balance	FY 2026 Change in Fund Balance (Revised)	FY 2027 Estimated Beginning Balance	FY 2027 Change in Fund Balance (Proposed)	FY 2027 Estimated Ending Fund Balance	Minimum Fund Balance Policy Requirement
1	General Fund (Unrestricted)	$ 28,339,705	$ (100,784)	$ 28,238,921	$ -	$ 28,238,921	$ 21,610,065
	Designated for City Hall Reserves	1,958,186	(1,958,186)	-	-	-	-
5	General Debt Service	1,587,877	55,232	1,643,109	(1,498,425)	144,684	-
7	TIF 3 Debt Service	209,770	300,321	510,091	307,628	817,719	-
8	Parks Development	9,173,972	655,312	9,829,284	(2,013,294)	7,815,990	1,639,529
	Parks NRH Centre	1,762,061	(815,870)	946,191	(103,436)	842,755	620,240
	Parks Impact Fee	876,862	52,561	929,423	(451,700)	477,723	-
9	Crime Control District	3,435,970	133,860	3,569,830	(759,395)	2,810,435	2,635,881
10	Court Special Revenue	1,052,764	(171,163)	881,601	(84,538)	797,063	-
11	Public, Educational and Governmental Access	1,029,661	(114,588)	915,073	29,800	944,873	-
12	Promotional	1,293,373	112,737	1,406,110	(46,521)	1,359,589	-
13	Donations	1,111,177	(12,893)	1,098,284	(39,924)	1,058,360	-
14	Special Investigations	889,274	(130,154)	759,120	(255,846)	503,274	-
15	Drainage	5,137,636	(3,867,439)	1,270,197	202,607	1,472,804	142,709
16	Economic Development	987,711	(777,612)	210,099	(1,552)	208,547	70,126
17	Gas Development	1,948,547	(441,240)	1,507,307	414,842	1,922,149	-
18	Traffic Safety	226,552	(226,552)	-	-	-	-
19	Utility	23,031,695	568,723	23,600,418	(2,717,273)	20,883,145	17,355,696
20	Aquatic Park	585,464	27,261	612,725	10,669	623,394	591,278
21	Golf Course	391,915	262,434	654,349	228,406	882,755	377,096
22	Facilities and Construction	392,644	(166,890)	225,754	(63,030)	162,724	-
23	Fleet Services	4,444,371	(2,249,709)	2,194,662	(1,866,712)	327,950	-
24	Information Technology	1,613,981	(801,909)	812,072	22,370	834,442	-
25	Self Insurance	24,704,292	(1,155,691)	23,548,601	(2,135,864)	21,412,737	8,971,292
	Total	**$116,185,460**	**($10,822,239)**	**$105,363,221**	**($10,821,188)**	**$94,542,033**	**$54,013,912**

NRH



PROPOSED FY 2027

CAPITAL BUDGET

8/7/2026 Version

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CITY OF NORTH RICHLAND HILLS

PROPOSED FY 2027 CAPITAL BUDGET

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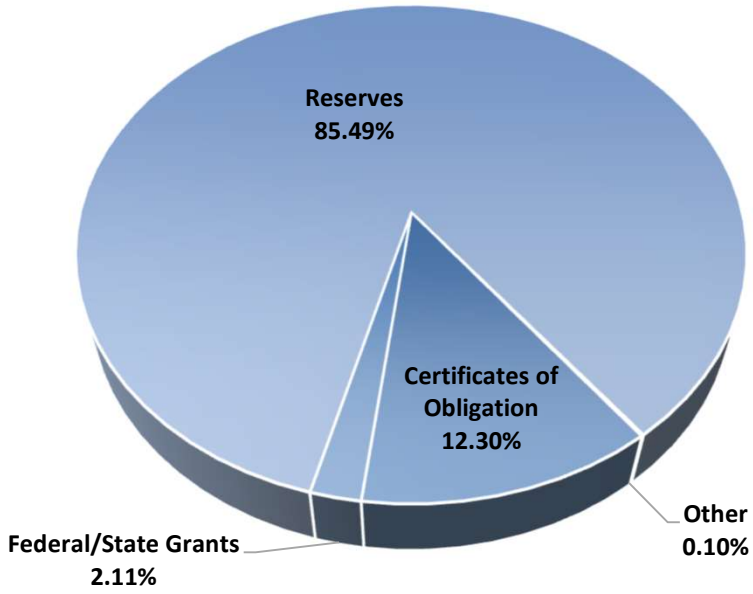
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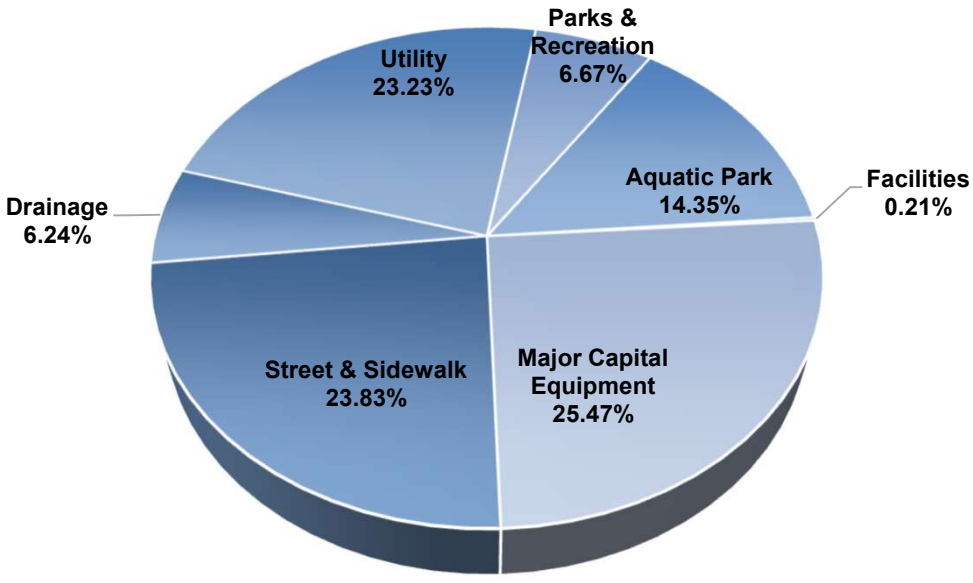
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Fiscal Year 2027
Proposed CIP Budget

Sources of Funds
$24,395,222



Uses of Funds
$24,395,222



Summary of Project Expenditures
FY 2027 Capital Improvement Program

Program Classification	Appropriation To Date	Proposed FY 2027	Estimated FY2028	FY 2029 to Completion	Total Expenditures
Street & Sidewalk	52,235,700	5,812,981	0	0	$ 58,048,681
Drainage	6,782,736	1,523,187	0	0	$ 8,305,923
Utility	28,764,034	5,666,515	0	0	$ 34,430,549
Parks & Recreation	2,465,164	1,627,000	0	0	$ 4,092,164
Aquatic Park	9,539,436	3,500,000	0	0	$ 13,039,436
Facilities	8,043,749	52,000	0	0	$ 8,095,749
Major Capital Equipment	13,869,579	6,213,539	0	0	$ 20,083,118
Economic Development	640,291	0	0	0	$ 640,291
Total CIP Project Expenditures	$ 122,340,689	$ 24,395,222	$ 0	$ 0	$ 146,735,911

Summary of Project Funding
FY 2027 Capital Improvement Program

Funding Source	Appropration To Date	Proposed FY 2027	Estimated FY 2028	FY 2029 to Completion	Total Funds
General Obligation Bonds	32,211,713	0	0	0	32,211,713
Certificates of Obligation	27,131,004	3,000,000	0	0	30,131,004
Federal/State Grants	5,725,780	515,721	0	0	6,241,501
Reserves	54,675,485	20,854,501	0	0	74,529,986
Sales Tax	386,585	0	0	0	386,585
Other	2,210,122	25,000	0	0	2,235,122
Total CIP Project Funding	$ 122,340,689	$ 24,395,222	$ 0	$ 0	$ 145,735,911

Summary of Project Funding
FY 2027 Capital Improvement Program

Program	Appropriation To Date	Proposed FY 2027	Estimated FY 2028	FY 2029 to Completion	Total Funds
Street & Sidewalk					
General Obligation Bonds					
G.O. Bonds 2020 Program	32,211,713	0	0	0	$ 32,211,713
General Obligation Bonds	$ 32,211,713	$ 0	$ 0	$ 0	$ 32,211,713
Certificates of Obligation					
Certificates of Obligation	4,380,097	0	0	0	$ 4,380,097
Certificates of Obligation	$ 4,380,097	$ 0	$ 0	$ 0	$ 4,380,097
Federal/State Grants					
CDBG Grant Funds	0	515,721	0	0	$ 515,721
TXDOT Funding	2,886,696	0	0	0	$ 2,886,696
Tarrant County Grant Funds	1,858,500	0	0	0	$ 1,858,500
North Texas Council of Governments (NTC OC)	258,985	0	0	0	$ 258,985
Federal/State Grants	$ 5,004,181	$ 515,721	$ 0	$ 0	$ 5,519,902
Reserves					
1994 Bond Program Project Savings	0	0	0	0	$ 0
Donations Fund (110)	50,000	0	0	0	$ 50,000
Gas Development Fund (145)	302,335	0	0	0	$ 302,335
General Fund (100)	5,763,520	3,556,430	0	0	$ 9,319,950
Traffic Safety Fund (150)	498,760	0	0	0	$ 498,760
Project Savings	76,203	0	0	0	$ 76,203
Bond Program Project Savings	150,000	0	0	0	$ 150,000
General CIP Project Savings (340)	297,080	0	0	0	$ 297,080
Sidewalks CIP Fund (335)	281,062	100,000	0	0	$ 381,062
Street Capital Projects Fund (330)	2,384,684	1,640,830	0	0	$ 4,025,514
Infrastructure Reserve Fund (341)	817,833	0	0	0	$ 817,833
Reserves	$ 10,621,477	$ 5,297,260	$ 0	$ 0	$ 15,918,737
Other					
Other	0	0	0	0	$ 0
Project Savings	18,232	0	0	0	$ 18,232
Other	$ 18,232	$ 0	$ 0	$ 0	$ 18,232
Street & Sidewalk Sub-Total	$ 52,235,700	$ 5,812,981	$ 0	$ 0	$ 58,048,681
Drainage					
Reserves					
Drainage Utility Fund (120)	6,782,736	1,073,187	0	0	$ 6,855,923
Drainage CIP Fund (350)	0	450,000	0	0	$ 450,000
Reserves	$ 6,782,736	$ 1,523,187	$ 0	$ 0	$ 7,305,923

Summary of Project Funding
FY 2027 Capital Improvement Program

Program	Appropriation To Date	Proposed FY 2027	Estimated FY 2028	FY 2029 to Completion	Total Funds
Drainage Sub-Total	$ 6,782,736	$ 1,523,187	$ 0	$ 0	$ 7,305,923
Utility					
Certificates of Obligation					
Certificates of Obligation	9,455,770	0	0	0	$ 9,455,770
Utility Revenue Bonds, Future Issuance	4,855,500	0	0	0	$ 4,855,500
Certificates of Obligation	$ 14,311,270	$ 0	$ 0	$ 0	$ 14,311,270
Federal/State Grants					
ARPA (American Rescue Plan Act)	0	0	0	0	$ 0
Federal/State Grants	$ 0	$ 0	$ 0	$ 0	$ 0
Reserves					
Impact Fees	3,075,000	0	0	0	$ 3,075,000
Utility Operations for Capital Projects (412)	1,124,004	0	0	0	$ 1,124,004
Project Savings	1,053,310	0	0	0	$ 1,053,310
Utility Fund (410)	7,094,483	5,246,515	0	0	$ 12,340,998
Utility Capital Projects Fund (412)	466,577	420,000	0	0	$ 886,577
Reserves	$ 12,813,374	$ 5,666,515	$ 0	$ 0	$ 18,479,889
Other					
Other	31,990	0	0	0	$ 31,990
Project Savings	1,607,400	0	0	0	$ 1,607,400
Other	$ 1,639,390	$ 0	$ 0	$ 0	$ 1,639,390
Utility Sub-Total	$ 28,764,034	$ 5,666,515	$ 0	$ 0	$ 34,430,549
Parks & Recreation					
Reserves					
Impact Fees	25,529	0	0	0	$ 25,529
Park Sales Tax (125)	1,744,050	740,000	0	0	$ 2,484,050
NRH Centre Fund Reserve (126)	174,000	0	0	0	$ 174,000
Parks Capital Projects Fund (355)	210,000	362,000	0	0	$ 572,000
Promotional Fund (105)	100,000	0	0	0	$ 100,000
Park Impact Fee Fund (361)	0	500,000	0	0	$ 500,000
Reserves	$ 2,253,579	$ 1,602,000	$ 0	$ 0	$ 3,855,579
Sales Tax					
Park Sales Tax (125)	211,585	0	0	0	$ 211,585
Sales Tax	$ 211,585	$ 0	$ 0	$ 0	$ 211,585
Other					
Other	0	25,000	0	0	$ 25,000

Summary of Project Funding
FY 2027 Capital Improvement Program

Program	Appropriation To Date	Proposed FY 2027	Estimated FY 2028	FY 2029 to Completion	Total Funds
Other	$ 0	$ 25,000	$ 0	$ 0	$ 25,000
Parks & Recreation Sub-Total	$ 2,465,164	$ 1,627,000	$ 0	$ 0	$ 4,092,164
Aquatic Park					
Certificates of Obligation					
Certificates of Obligation	5,400,000	0	0	0	$ 5,400,000
Certificates of Obligation	$ 5,400,000	$ 0	$ 0	$ 0	$ 5,400,000
Reserves					
Aquatic Park Infrastructure Reserve (435)	150,000	0	0	0	$ 150,000
Park Sales Tax (125)	2,810,000	3,500,000	0	0	$ 6,310,000
Aquatic Park CIP Reserve (435)	629,436	0	0	0	$ 629,436
Aquatic Park Fund (430)	550,000	0	0	0	$ 550,000
Reserves	$ 4,139,436	$ 3,500,000	$ 0	$ 0	$ 7,639,436
Aquatic Park Sub-Total	$ 9,539,436	$ 3,500,000	$ 0	$ 0	$ 13,039,436
Facilities					
Federal/State Grants					
Federal Grant	539,847	0	0	0	$ 539,847
Federal/State Grants	$ 539,847	$ 0	$ 0	$ 0	$ 539,847
Reserves					
General Fund (100)	1,090,000	0	0	0	$ 1,090,000
Utility Operations for Capital Projects (412)	469,075	0	0	0	$ 469,075
Park Sales Tax (125)	1,683,319	0	0	0	$ 1,683,319
Utility Fund (410)	1,186,063	0	0	0	$ 1,186,063
NRH Centre Fund Reserve (126)	463,830	0	0	0	$ 463,830
Facility CIP Fund (370)	262,065	52,000	0	0	$ 314,065
Utility Capital Projects Fund (412)	55,000	0	0	0	$ 55,000
Infrastructure Reserve Fund (341)	791,000	0	0	0	$ 791,000
Facility Services Fund (510)	1,503,550	0	0	0	$ 1,503,550
Reserves	$ 7,503,902	$ 52,000	$ 0	$ 0	$ 7,555,902
Facilities Sub-Total	$ 8,043,749	$ 52,000	$ 0	$ 0	$ 8,095,749
Major Capital Equipment					
Certificates of Obligation					
Certificates of Obligation	3,039,637	3,000,000	0	0	$ 6,039,637
Certificates of Obligation	$ 3,039,637	$ 3,000,000	$ 0	$ 0	$ 6,039,637
Federal/State Grants					
ARPA (American Rescue Plan Act)	181,752	0	0	0	$ 181,752

Summary of Project Funding
FY 2027 Capital Improvement Program

Program	Appropriation To Date	Proposed FY 2027	Estimated FY 2028	FY 2029 to Completion	Total Funds
Federal/State Grants	$ 181,752	$ 0	$ 0	$ 0	$ 181,752
Reserves					
General Fund (100)	1,269,000	631,412	0	0	$ 1,900,412
Information Technology Fund (530)	718,385	0	0	0	$ 718,385
Project Savings	317,081	0	0	0	$ 317,081
Utility Fund (410)	0	388,901	0	0	$ 388,901
General CIP Project Savings (340)	1,384,448	31,500	0	0	$ 1,415,948
NRH Centre Fund Reserve (126)	180,000	0	0	0	$ 180,000
Crime Control District Reserves (130)	0	202,488	0	0	$ 202,488
Utility Capital Projects Fund (412)	190,000	0	0	0	$ 190,000
IT CIP Reserve (380)	214,508	0	0	0	$ 214,508
Fleet Fund Reserves (520)	1,375,584	1,813,238	0	0	$ 3,188,822
Infrastructure Reserve Fund (341)	2,987,126	0	0	0	$ 2,987,126
PEG Fund (165)	177,886	0	0	0	$ 177,886
Fleet Capital Projects Fund (375)	1,106,672	146,000	0	0	$ 1,252,672
Reserves	$ 9,920,690	$ 3,213,539	$ 0	$ 0	$ 13,134,229
Sales Tax					
Park Sales Tax (125)	175,000	0	0	0	$ 175,000
Sales Tax	$ 175,000	$ 0	$ 0	$ 0	$ 175,000
Other					
General CIP Project Savings (340)	402,500	0	0	0	$ 402,500
IT CIP Reserve (380)	150,000	0	0	0	$ 150,000
Other	$ 552,500	$ 0	$ 0	$ 0	$ 552,500
Major Capital Equipment Sub-Total	$ 13,869,579	$ 6,213,539	$ 0	$ 0	$ 20,083,118
Economic Development					
Reserves					
Other	50,000	0	0	0	$ 50,000
Gas Development Fund Reserves (145)	250,000	0	0	0	$ 250,000
Gas Fund Reserves (Designated for ED Activities)	300,000	0	0	0	$ 300,000
Economic Development CIP Fund (365)	40,291	0	0	0	$ 40,291
Reserves	$ 640,291	$ 0	$ 0	$ 0	$ 640,291
Economic Development Sub-Total	$ 640,291	$ 0	$ 0	$ 0	$ 640,291
Total CIP Project Funding	$ 122,340,689	$ 24,395,222	$ 0	$ 0	$ 145,735,911

FISCAL YEAR 2027
FUND BALANCE SUMMARY - ALL CAPITAL FUNDS

Fund	FY 2026 Beginning Balance	FY 2026 Change in Fund Balance (Revised)	FY 2027 Estimated Beginning Balance	FY 2027 Change in Fund Balance (Proposed)	FY 2027 Estimated Ending Fund Balance	Minimum Fund Balance Policy Requirement
Street Capital	$ 3,163,512	$ 107,883	$ 3,271,395	$ (1,640,830)	$ 1,630,565	$ -
Sidewalk Capital	674,640	(142,536)	$ 532,104	(100,000)	432,104	-
General Capital	540,341	(364,651)	$ 175,690	(31,500)	144,190	-
Infrastructure Reserve	10,758,066	(5,261,927)	$ 5,496,139	(2,102,500)	3,393,639	-
Drainage Capital	490,220	62,786	$ 553,006	(450,000)	103,006	-
Parks Capital	557,700	(150,586)	$ 407,114	(362,000)	45,114	-
Economic Development Capital	839,859	43,902	$ 883,761	-	883,761	-
Facility Capital	324,368	(21,822)	$ 302,546	(128,750)	173,796	-
Fleet Capital	138,643	56,074	$ 194,717	1,078,421	1,273,138	-
IT Capital	219,849	(72,270)	$ 147,579	-	147,579	-
Utility Capital	996,701	(182,646)	$ 814,055	(420,000)	394,055	-
Water Impact Fees	2,062,537	25,493	$ 2,088,030	-	2,088,030	-
Sewer Impact Fees	2,175,772	26,439	$ 2,202,211	-	2,202,211	-
Golf Capital	1,839	-	$ 1,839	-	1,839	-
Aquatic Park Capital	134,579	49,756	$ 184,335	-	184,335	-
Total	**$ 23,078,626**	**$ (5,824,105)**	**$ 17,254,521**	**$ (4,157,159)**	**$ 13,097,362**	**$ -**

Street & Sidewalk Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Continuing Projects														
ST2412	2020 Bond Program Major Street Funding Project	2,931,095												2,931,095
ST2413	2020 Bond Program Residential Street Funding Project	4,258,476												4,258,476
ST2404	Chapman Road	5,403,543												5,403,543
ST2605	Colorado Boulevard Gate Installation	60,000												60,000
ST2602	Crosswalk Paver Replacement (2025-26)	615,195												615,195
CDBG26	David Court (CDBG)	97,989												97,989
ST2006	Glenview Drive East Project	5,794,703												5,794,703
ST2110	Glenview Drive West Project	6,515,000												6,515,000
ST0904	Grand Avenue (Library to Health Markets Access Road)	275,000												275,000
ST2218	Harmonson Road	2,880,886												2,880,886
ST2306	HSIP Intersection Improvements	911,358												911,358
ST1102	Main St. Streetscaping & Snider St. Extension Project	3,407,147	621,722											4,028,869
ST2212	Main Street	2,747,084												2,747,084
ST2603	Mid-Cities Boulevard Turn Lane Project	200,000												200,000
ST2401	North Richland Boulevard	4,558,522												4,558,522
ST2003	Northeast Parkway / Davis Blvd. Traffic Signal	787,335												787,335
ST2303	Pedestrian Connectivity Enhancements	279,000												279,000
ST2604	Precinct Line Road Traffic Signal Improvements	175,000												175,000
SM2501	Preventive Street Maintenance (2024-25)	4,000,554												4,000,554
SM2601	Preventive Street Maintenance (2025-26)	4,000,000												4,000,000
SD2601	Sidewalk Rehabilitation and Replacement Project (2025-26)	100,000												100,000
SD2602	Sidewalk Right-of-Way Acquisition	65,000												65,000
SD2404	Smithfield Middle School Safe Routes to School	779,658												779,658
ST1901	TEXRail Signal Timing Coordination	63,174												63,174
ST2403	Transportation Management Project Equipment (2023-24)	215,550												215,550
ST2601	Transportation Management Project Equipment (2025-26)	551,398												551,398
	Total Continuing Projects	**$ 51,672,667**	**$ 621,722**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 52,294,389**
New Projects														
ST2701	BLVD 26 / Vance Road Traffic Signal Improvements		500,000											500,000
ST2702	BLVD 26 / Walker Boulevard Traffic Signal Improvement		500,000											500,000
SMPROG	Preventive Street Maintenance Program		3,556,430	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	43,556,430
SDPROG	Sidewalk Rehabilitation and Replacement Program		100,000											100,000
CDBG27	Wendell Court South		534,829											534,829
	Total New Projects	**$ -**	**$ 5,191,259**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 4,000,000**	**$ 45,191,259**

Street & Sidewalk Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Future Projects														
	Eden Road Pedestrian Improvements			600,000										600,000
	Mid-Cities/Dick Fisher Emergency Service Signal				525,312									525,312
	Traffic Signalization at Mid-Cities Boulevard/Ice House Drive/Martin					538,445								538,445
	Parker Boulevard and Boulevard 26 Signalization						441,525							441,525
	Cliffside Dr							1,000,000						1,000,000
	Meadow Lakes - Rufe Snow/ 820								8,000,000					8,000,000
	Riviera - Lariat/Dead End									8,000,000				8,000,000
	Harwood Road										8,000,000			8,000,000
	Hightower Drive Extension											11,000,000		11,000,000
	Smithfield Road												7,400,000	7,400,000
	Total Future Projects	**$ -**	**$ -**	**$ 600,000**	**$ 525,312**	**$ 538,445**	**$ 441,525**	**$ 1,000,000**	**$ 8,000,000**	**$ 8,000,000**	**$ 8,000,000**	**$ 11,000,000**	**$ 7,400,000**	**$ 45,505,282**
Total Planned Project Costs		**$ 51,672,667**	**$ 5,812,981**	**$ 4,600,000**	**$ 4,525,312**	**$ 4,538,445**	**$ 4,441,525**	**$ 5,000,000**	**$ 12,000,000**	**$ 12,000,000**	**$ 12,000,000**	**$ 15,000,000**	**$ 11,400,000**	**$ 142,990,930**
Funding Sources														
	Reserves - General Fund (Fund 100)	5,024,472	3,556,430	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	48,580,902
	Reserves - Street Capital (Fund 330)	2,819,684	1,640,830	600,000	525,312	538,445	441,525							6,565,796
	Reserves - Sidewalk Capital (Fund 335)	281,062	100,000											381,062
	Reserves - Utility Operations (Fund 410)													-
	Reserves - Utility Capital (Fund 412)													-
	Debt Issuance	36,741,810						1,000,000	8,000,000	8,000,000	8,000,000	11,000,000	7,400,000	80,141,810
	Grant / Other	6,805,639	515,721											7,321,360
	Total Funding Sources	**$ 51,672,667**	**$ 5,812,981**	**$ 4,600,000**	**$ 4,525,312**	**$ 4,538,445**	**$ 4,441,525**	**$ 5,000,000**	**$ 12,000,000**	**$ 12,000,000**	**$ 12,000,000**	**$ 15,000,000**	**$ 11,400,000**	**$ 142,990,930**

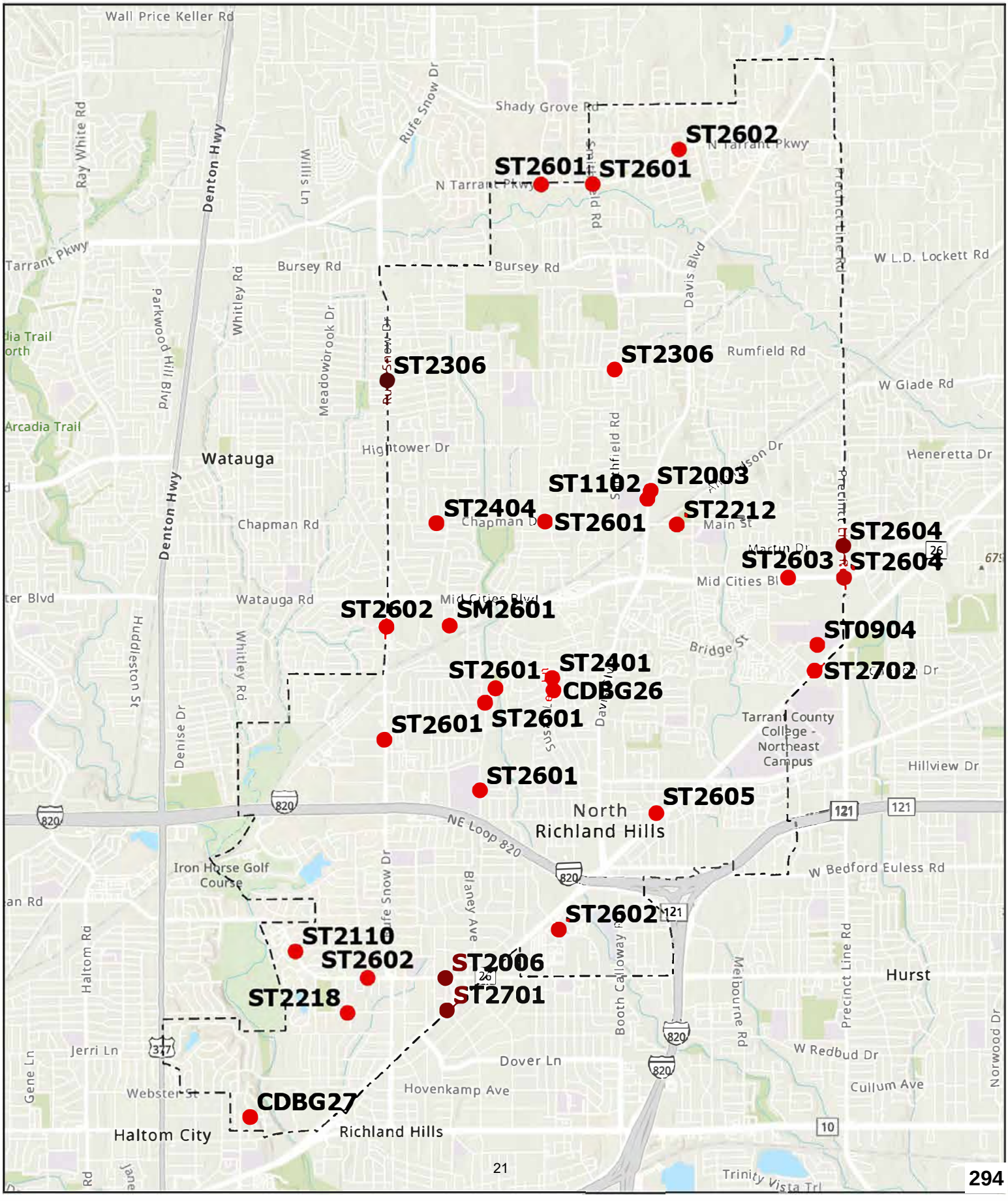
Schedule 1
Street & Sidewalk Capital Projects
Budget Summary

		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
New Projects						
SMPROG	Preventive Street Maintenance Program	0	3,556,430	0	0	$ 3,556,430
CDBG27	Wendell Court South	0	534,829	0	0	$ 534,829
ST2701	BLVD 26 / Vance Road Traffic Signal Improvements	0	500,000	0	0	$ 500,000
ST2702	BLVD 26 / Walker Boulevard Traffic Signal Improvement	0	500,000	0	0	$ 500,000
SDPROG	Sidewalk Rehabilitation and Replacement Program	0	100,000	0	0	$ 100,000
Total New Projects		**$ 0**	**$ 5,191,259**	**$ 0**	**$ 0**	**$ 5,191,259**
Continuing Projects						
ST1102	Main St. Streetscaping & Snider St. Extension Project	3,407,147	621,722	0	0	$ 4,028,869
ST2412	2020 Bond Program Major Street Funding Project	2,931,095	0	0	0	$ 2,931,095
ST2413	2020 Bond Program Residential Street Funding Project	4,258,476	0	0	0	$ 4,258,476
ST2404	Chapman Road	5,403,543	0	0	0	$ 5,403,543
ST2605	Colorado Boulevard Gate Installation	60,000	0	0	0	$ 60,000
ST2602	Crosswalk Paver Replacement (2025-26)	615,195	0	0	0	$ 615,195
CDBG26	David Court (CDBG)	97,989	0	0	0	$ 97,989
ST2006	Glenview Drive East Project	5,794,703	0	0	0	$ 5,794,703
ST2110	Glenview Drive West Project	6,515,000	0	0	0	$ 6,515,000
ST0904	Grand Avenue (Library to Health Markets Access Road)	275,000	0	0	0	$ 275,000
ST2218	Harmonson Road	2,880,886	0	0	0	$ 2,880,886
ST2306	HSIP Intersection Improvements	911,358	0	0	0	$ 911,358
ST2212	Main Street	2,747,084	0	0	0	$ 2,747,084
ST2603	Mid-Cities Boulevard Turn Lane Project	200,000	0	0	0	$ 200,000
ST2401	North Richland Boulevard	4,558,522	0	0	0	$ 4,558,522
ST2003	Northeast Parkway / Davis Blvd. Traffic Signal	787,335	0	0	0	$ 787,335
ST2303	Pedestrian Connectivity Enhancements	279,000	0	0	0	$ 279,000
ST2604	Precinct Line Road Traffic Signal Improvements	175,000	0	0	0	$ 175,000
SM2501	Preventive Street Maintenance (2024-25)	4,304,602	0	0	0	$ 4,304,602
SM2601	Preventive Street Maintenance (2025-26)	4,000,000	0	0	0	$ 4,000,000
SD2601	Sidewalk Rehabilitation and Replacement Project (2025-26)	69,000	0	0	0	$ 69,000
SD2602	Sidewalk Right-of-Way Acquisition	65,000	0	0	0	$ 65,000
SD2404	Smithfield Middle School Safe Routes to School	810,658	0	0	0	$ 810,658
ST1901	TEXRail Signal Timing Coordination	63,174	0	0	0	$ 63,174
ST2403	Transportation Management Project Equipment (2023-24)	215,550	0	0	0	$ 215,550
ST2601	Transportation Management Project Equipment (2025-26)	810,383	0	0	0	$ 810,383
Total Continuing Projects		**$ 52,235,700**	**$ 621,722**	**$ 0**	**$ 0**	**$ 52,857,422**
Total Project Costs		**$ 52,235,700**	**$ 5,812,981**	**$ 0**	**$ 0**	**$ 58,048,681**

Schedule 1
Street & Sidewalk Capital Projects
Budget Summary

	Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Funding Sources					
General Obligation Bonds	32,211,713	0	0	0	$ 32,211,713
Certificates of Obligation	4,380,097	0	0	0	$ 4,380,097
Federal/State Grants	5,004,181	515,721	0	0	$ 5,519,902
Reserves	10,621,477	5,297,260	0	0	$ 15,918,737
Other	18,232	0	0	0	$ 18,232
Total Sources of Funds	**$ 52,235,700**	**$ 5,812,981**	**$ 0**	**$ 0**	**$ 58,048,681**

Streets and Sidewalks



Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Preventive Street Maintenance Program	SMPROG

Project Description

This is the annual program that is funded to enhance the city's efforts for preventive street maintenance. The scope of this project is to use data from the street assessment program to create a plan that is beneficial to residents and cost-effective for the city. The project includes providing a 2-inch asphalt overlay to approximately 30–40 streets.

Project Justification

Preventive street maintenance activities delay more costly street reconstruction and extend the life of the current street system. This project provides staff with funding to apply the appropriate maintenance techniques to the streets selected for the program. Depending on the current condition Overall Condition Index score of the street and the type of maintenance measures taken, the street's life can be extended at a minimal cost compared to a total reconstruction.

Funding Source: $3,556,430 General Fund (100) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$3,556,430
Total		$3,556,430

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	3,556,430	0	0	$3,556,430
Sales Tax					
Other					
Total Funding	$0	$3,556,430	$0	$0	$3,556,430

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	3,556,430	0	0	$3,556,430
Other					
Total Costs	$0	$3,556,430	$0	$0	$3,556,430

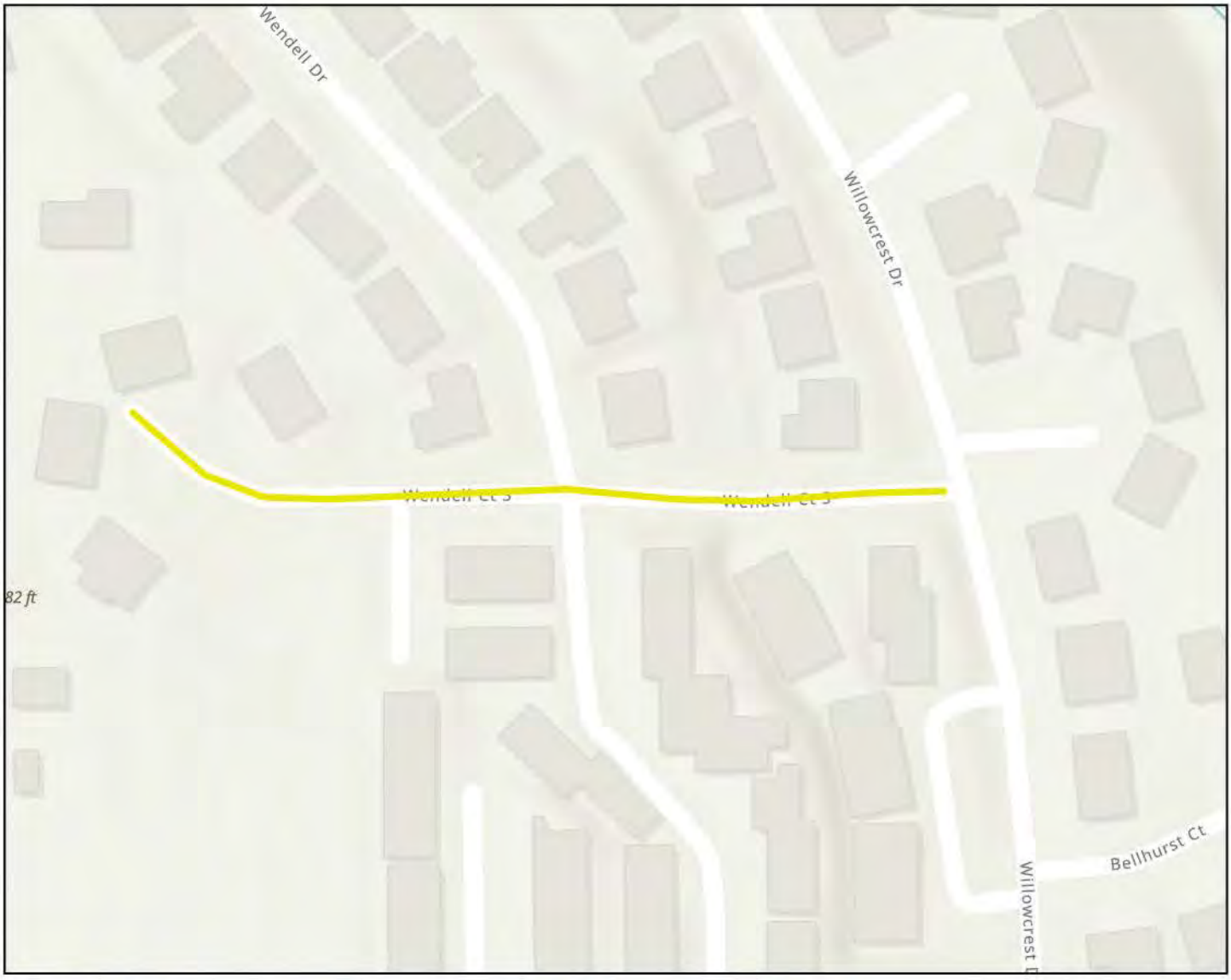
Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Wendell Court South







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Wendell Court South	CDBG27

Project Description

This is the 52nd Year Community Development Block Grant (CDBG) Project. The project will consist of reconstructing the entire length (680 linear feet) of Wendell Court South.

The estimated cost for this project is $534,829. North Richland Hills will be responsible for $19,108 and Tarrant County will provide $515,721.

Project Justification

The condition rating of Wendell Court South is poor. The length of the project is approximately 680 linear feet. The existing 31' wide asphalt road and 40' in diameter cul-de-sac, including curb and gutter, will be removed and replaced with 6" lime treated sub grade followed by 6" reinforced concrete pavement.

Note: This project is part of the Federal / State Grant Funds known as CDBG entitlement funds, which are administered entirely by Tarrant County. This includes design, ultimate contractor selection, construction management and contract close-out activities. As with all previous CDBG projects, the City will have to provide construction inspections services. No CDBG funds are received or administered by the City; all funds remain with Tarrant County. City funds associated with this project are budgeted from General Capital Fund Reserves in the event of cost overruns.

Project Status: As of February 2026, City of NRH passed Resolution 2026-010 adopting the 52nd Year Community Development Block Grant Program. It is expected that a design engineer will be selected soon and design will begin.

Funding Source: $515,721 from CDBG Grant Funds administered by Tarrant County and $19,108 from Street Capital Projects Fund (330) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	03/2026	09/2026
Land/ROW Acquisition		
Construction	10/2026	10/2027
Other		
Total Schedule	03/2026	10/2027

History	Fiscal Year	Amount
Proposed	2026-27	$534,829
Total		$534,829

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	0	515,721	0	0	$515,721
Reserves	0	19,108	0	0	$19,108
Sales Tax					
Other					
Total Funding	$0	$534,829	$0	$0	$534,829

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	534,829	0	0	$534,829
Other					
Total Costs	$0	$534,829	$0	$0	$534,829

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Blvd 26 & Vance Road Traffic Signal Improvements







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	BLVD 26 / Vance Road Traffic Signal Improvements	ST2701

Project Description

The project consists of engineering and construction of a new traffic signal at the intersection of Boulevard 26 and Vance Road. The scope of work includes coordination with TxDOT for signal improvements.

Project Justification

The Blvd 26 and Vance Road traffic signal is one of the oldest signal installations in the city and has experienced recurring operational issues due to aging equipment and outdated components. Continued reliance on this infrastructure increases the risk of signal malfunctions, maintenance costs, and potential safety concerns for motorists and pedestrians.

This project will replace the existing traffic signal system with modern equipment designed to improve reliability, operational efficiency, and safety. Implementing current technology at this intersection will support better traffic flow, reduce maintenance demands, and enhance overall performance along the Blvd 26 corridor. Investing in this improvement will help ensure long-term functionality and provide a more dependable transportation network for the community.

Funding Source: $500,000 from Street Capital Projects Fund (330) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$500,000
Total		$500,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	500,000	0	0	$500,000
Sales Tax					
Other					
Total Funding	$0	$500,000	$0	$0	$500,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	0	100,000	0	0	$100,000
Land/ROW Acquisition					
Construction	0	400,000	0	0	$400,000
Other					
Total Costs	$0	$500,000	$0	$0	$500,000

Operating Impact

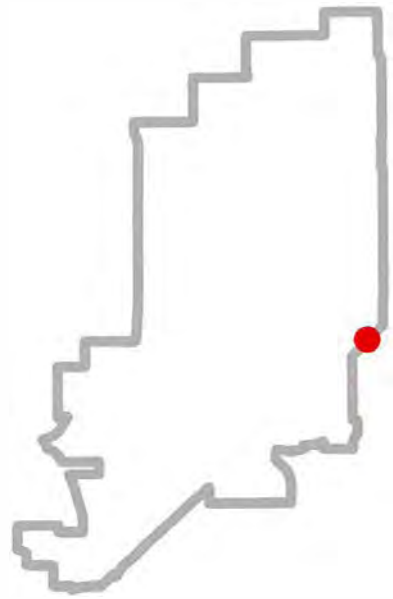
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Blvd 26 / Walker Boulevard Traffic Signal Improvements







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	BLVD 26 / Walker Boulevard Traffic Signal Improvement	ST2702

Project Description

The project consists of engineering and construction of a new traffic signal at the intersection of Boulevard 26 and Walker Blvd. The scope of work includes coordination with TxDOT for signal improvements.

Project Justification

The Blvd 26 and Walker Boulevard intersection is located in a highly traveled corridor and is currently served by a span-wire traffic signal system. Due to its design, the span-wire assembly is susceptible to sagging over time and has been repeatedly struck by oversized vehicles, resulting in ongoing maintenance needs and potential safety concerns.

This project will replace the existing span-wire system with mast arm signal structures. Mast arms provide increased structural stability, improved signal visibility, and enhanced durability, significantly reducing the likelihood of damage from vehicular impacts. In addition to improving operational reliability and safety, mast arm installations offer a more permanent and aesthetically refined appearance at this key gateway into the City.

Funding Source: $500,000 from Street Capital Projects Fund (330) Reserves

Given the intersection's proximity to a heavily frequented shopping and dining area, this improvement will support safe and efficient traffic movement while reinforcing the strength and accessibility of this vital commercial district.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$500,000
Total		$500,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	500,000	0	0	$500,000
Sales Tax					
Other					
Total Funding	$0	$500,000	$0	$0	$500,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	0	100,000	0	0	$100,000
Land/ROW Acquisition					
Construction	0	400,000	0	0	$400,000
Other					
Total Costs	$0	$500,000	$0	$0	$500,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Sidewalk Rehabilitation and Replacement Program	SDPROG

Project Description

This project provides for the rehabilitation of the city's sidewalk system. Funding will allow for the replacement of approximately 8,000 square feet of deteriorated sidewalks or new sidewalks in residential and high pedestrian areas.

Project Justification

One of the city's goals is to revitalize some of the "older" sections of the city. This sidewalk rehabilitation is an excellent way to improve the older neighborhoods. This project would allow staff to address numerous citizen initiated requests utilizing the 50/50 cost sharing program. The department has identified areas along the Mid-Cities Blvd corridor that are missing sidewalk segments. This project allows staff the funding to begin making necessary repairs to these locations.

Funding Source: $100,000 from Sidewalk Capital Projects Fund (335) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$100,000
Total		$100,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	100,000	0	0	$100,000
Sales Tax					
Other					
Total Funding	$0	$100,000	$0	$0	$100,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	100,000	0	0	$100,000
Other					
Total Costs	$0	$100,000	$0	$0	$100,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	2020 Bond Program Major Street Funding Project	ST2412

Project Description

This project consists of funding to be used for reconstruction of major streets (collector and larger) identified by the Capital Program Advisory Committee prior to the successful November 2020 Street Bond Program election.

Project Justification

Bond funds are available for use in completing major street projects identified by the Capital Program Advisory Committee either to augment existing budgets or to provide funds for additional streets which were included on the recommended project list but did not make the original funding cutoff.

Funding sources include: $2,931,095 in General Obligation Bonds from the 2020 Bond Program.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2024	09/2027
Land/ROW Acquisition		
Construction	10/2025	09/2027
Other		
Total Schedule	10/2024	09/2027

History	Fiscal Year	Amount
Adopted Budget	2023-24	$1,897,500
Revision	2024-25	$700,896
Revision	2025-26	$332,699
Total		$2,931,095

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	2,931,095	0	0	0	$2,931,095
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other					
Total Funding	$2,931,095	$0	$0	$0	$2,931,095

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	250,225	0	0	0	$250,225
Land/ROW Acquisition					
Construction	2,680,870	0	0	0	$2,680,870
Other					
Total Costs	$2,931,095	$0	$0	$0	$2,931,095

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	2020 Bond Program Residential Street Funding Project	ST2413

Project Description

This project consists of funding to be used for reconstruction of residential streets identified by the Capital Program Advisory Committee prior to the successful November 2020 Street Bond Program election.

Project Justification

Bond funds are available for use in completing residential street projects identified by the Capital Program Advisory Committee either to augment existing budgets or to provide funds for additional streets which were included on the recommended project list but did not make the original funding cutoff.

Funding sources include: $4,258,476 in General Obligation Bonds from the 2020 Bond Program.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2023	09/2027
Land/ROW Acquisition		
Construction	01/2024	09/2027
Other		
Total Schedule	10/2023	09/2027

History	Fiscal Year	Amount
Adopted Budget	2023-24	$632,500
Revision	2023-24	$321,368
Revision	2025-26	$3,304,608
Total		$4,258,476

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	4,258,476	0	0	0	$4,258,476
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other					
Total Funding	$4,258,476	$0	$0	$0	$4,258,476

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	50,000	0	0	0	$50,000
Land/ROW Acquisition					
Construction	4,208,476	0	0	0	$4,208,476
Other					
Total Costs	$4,258,476	$0	$0	$0	$4,258,476

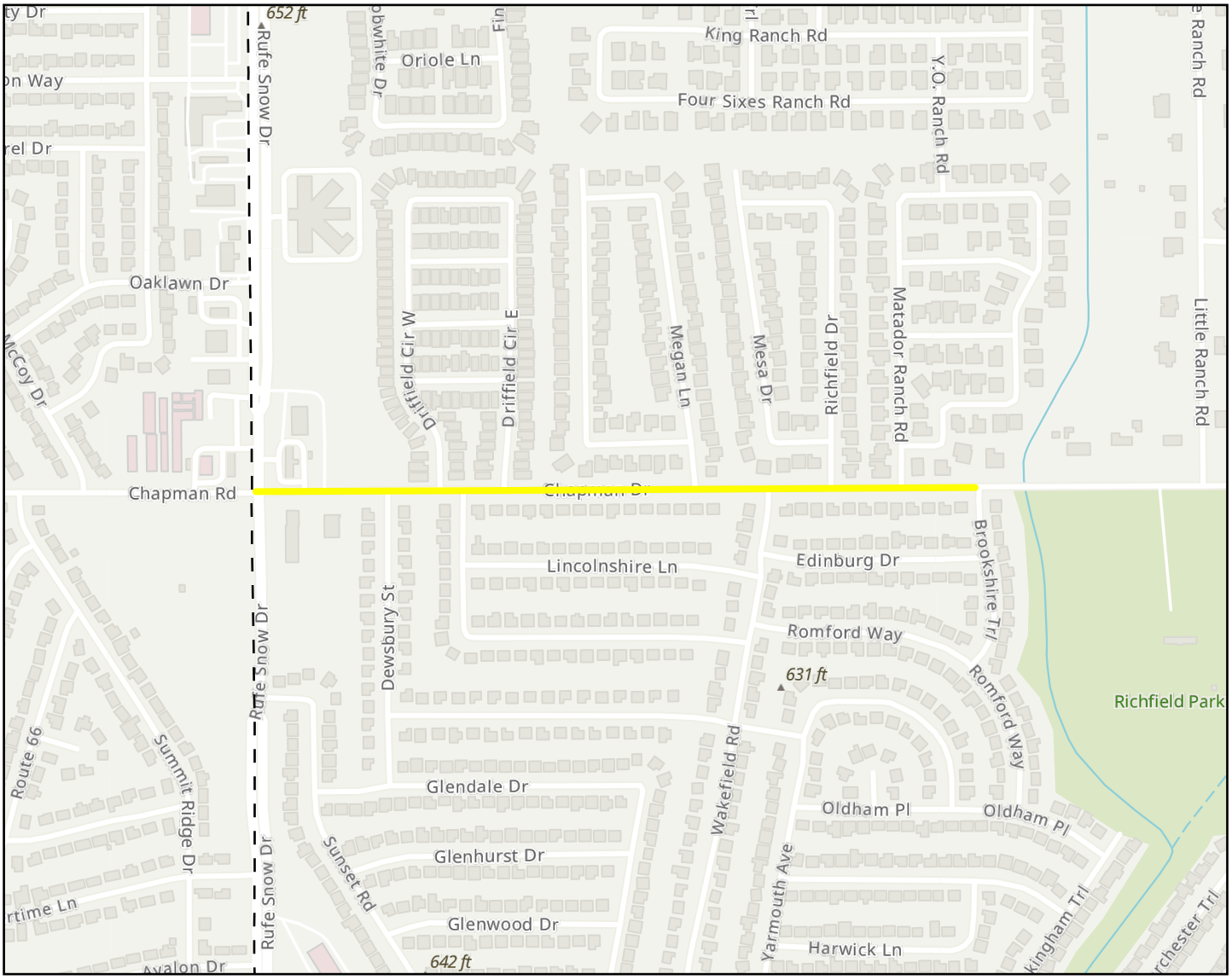
Operating Impact

N/A

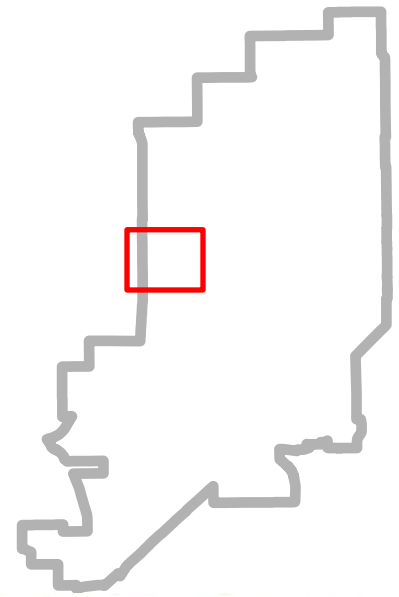
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Chapman Road







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Chapman Road	ST2404

Project Description

The project consists of the design and reconstruction of approximately 3,100 linear feet of Chapman Road from Rufe Snow Drive to Brookshire Trail. The improvements include reconstructing the existing roadway with reinforced concrete, including the addition of sidewalks. The road will be rebuilt to its current width; this is not a roadway expansion.

Project Justification

Chapman Road is a minor collector in the City's roadway network, and this portion of the roadway carries approximately 6,000 vehicles per day. The committee considered several factors when recommending street projects including existing pavement conditions, traffic volumes, maintenance records, citizen input and estimated project costs. The pavement condition rating is 39 on a scale of 1-100, and has deteriorated to the point that full reconstruction is warranted.

Funding Source: $4,840,650 from the GO bond sale and $562,893 from project savings from completion of project ST2112.

Project Status: As of February 2026, project is in design.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	07/2025	07/2026
Land/ROW Acquisition		
Construction	09/2026	10/2027
Other		
Total Schedule	07/2025	10/2027

History	Fiscal Year	Amount
Adopted Budget	2023-24	$5,162,893
Revision	2024-25	$0
Revision	2025-26	$240,650
Total		$5,403,543

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	4,840,650	0	0	0	$4,840,650
Certificates of Obligation					
Federal/State Grants					
Reserves	562,893	0	0	0	$562,893
Sales Tax					
Other					
Total Funding	$5,403,543	$0	$0	$0	$5,403,543

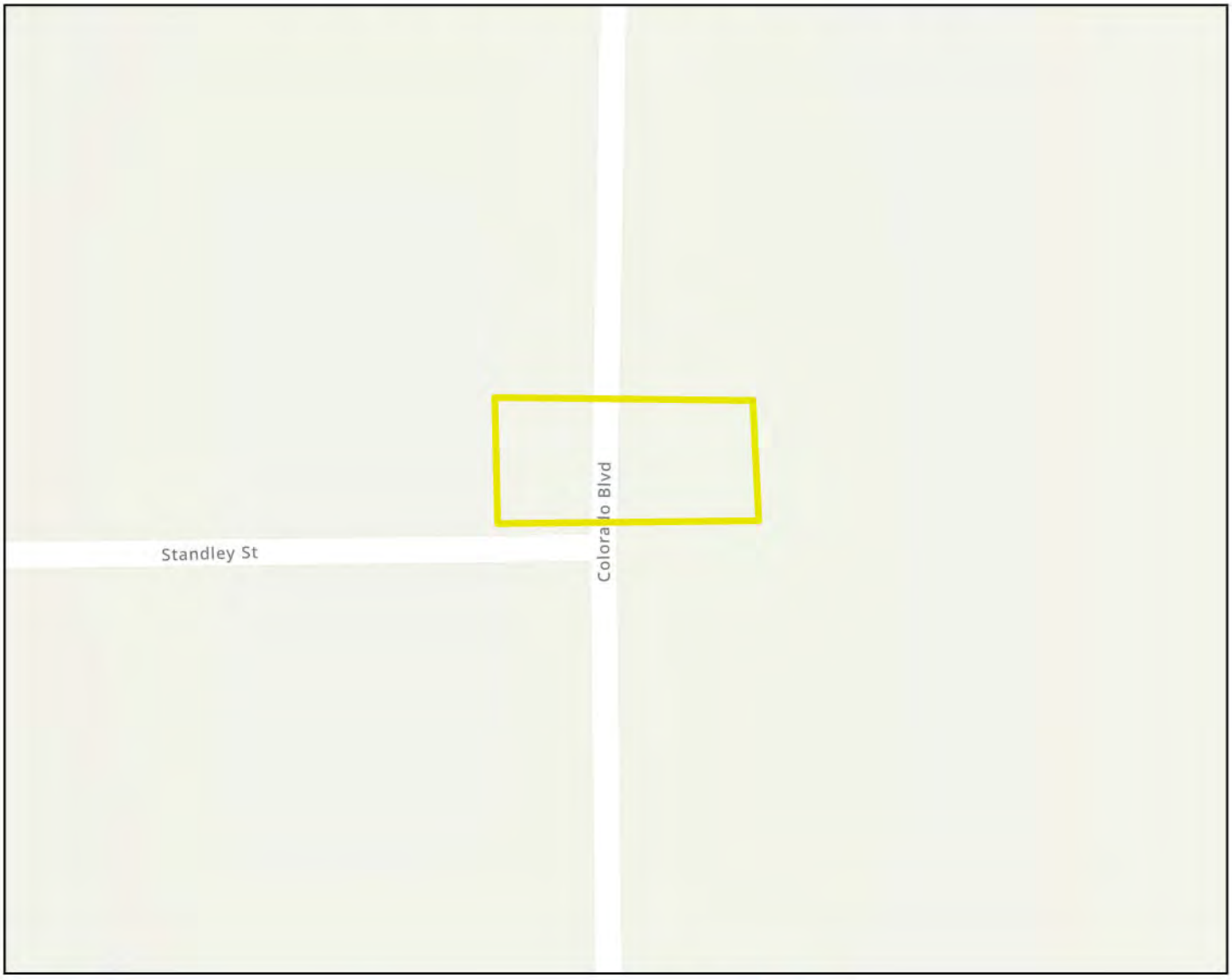
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	670,700	0	0	0	$670,700
Land/ROW Acquisition					
Construction	4,732,843	0	0	0	$4,732,843
Other					
Total Costs	$5,403,543	$0	$0	$0	$5,403,543

Operating Impact

No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Colorado Boulevard Gate Installation







Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Colorado Boulevard Gate Installation	ST2605

Project Description

This project consists of the installation of a gate across Colorado Boulevard to prevent traffic from using the street as a cut-through. The project was approved by City Council in response to numerous resident complaints. This project will fund the installation of the gate and appropriate hardware to allow EMS to utilize the gate during emergencies.

Project Justification

This budget revision will fund the project that was presented to the City Council for recommendation of approval in order to reduce cut-through traffic along Colorado Boulevard. The proposal was initiated in response to residents' concerns regarding cut-through traffic, speeding, and reckless driving. The City Council approved the item on February 9, 2026. Following approval, the City has six months to install the gate to implement a permanent road closure.

Funding Source: $60,000 General Fund (100) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	04/2026	09/2026
Other		
Total Schedule	04/2026	09/2026

History	Fiscal Year	Amount
Revision	2025-26	$60,000
Total		$60,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	60,000	0	0	0	$60,000
Sales Tax					
Other					
Total Funding	$60,000	$0	$0	$0	$60,000

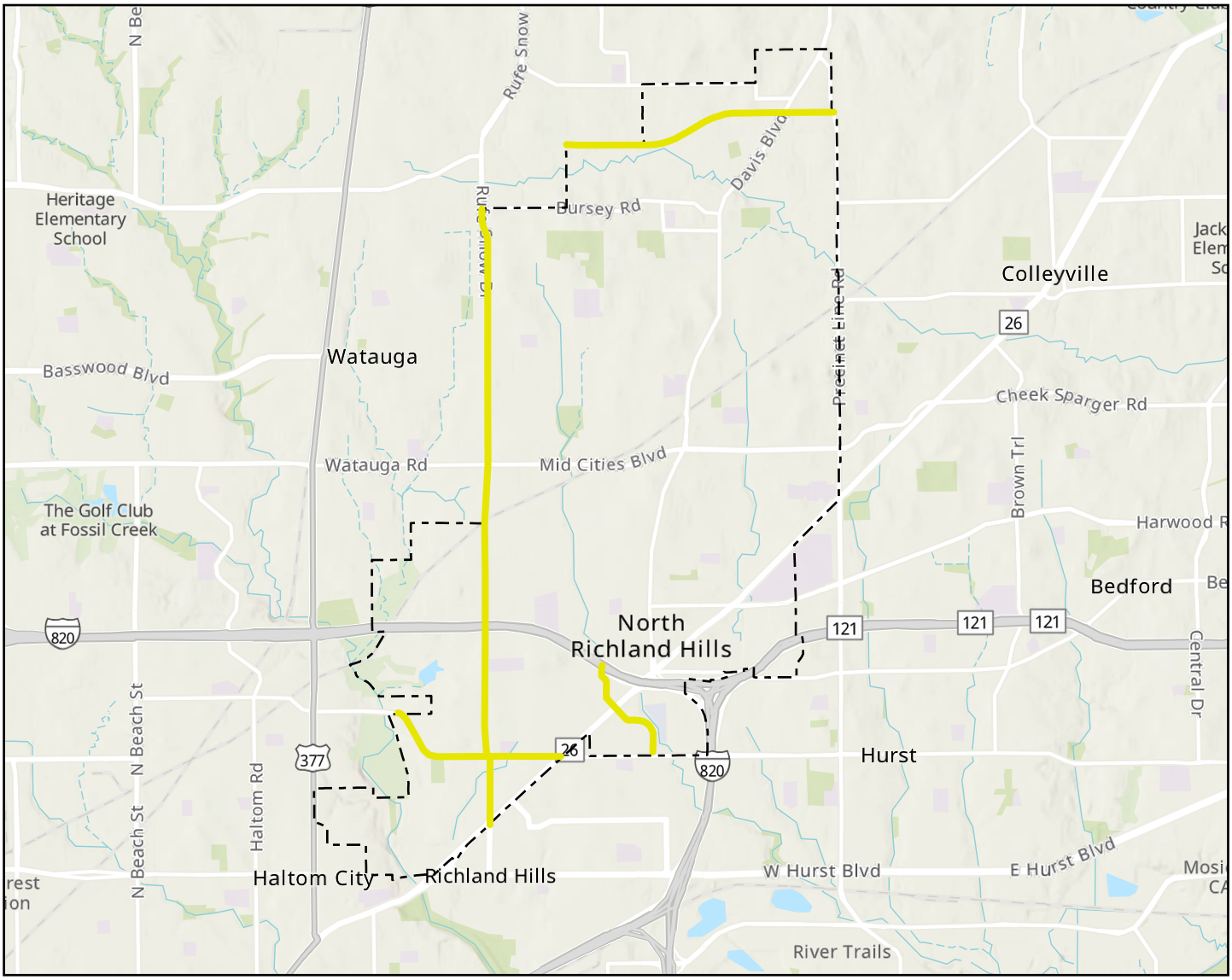
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	60,000	0	0	0	$60,000
Other					
Total Costs	$60,000	$0	$0	$0	$60,000

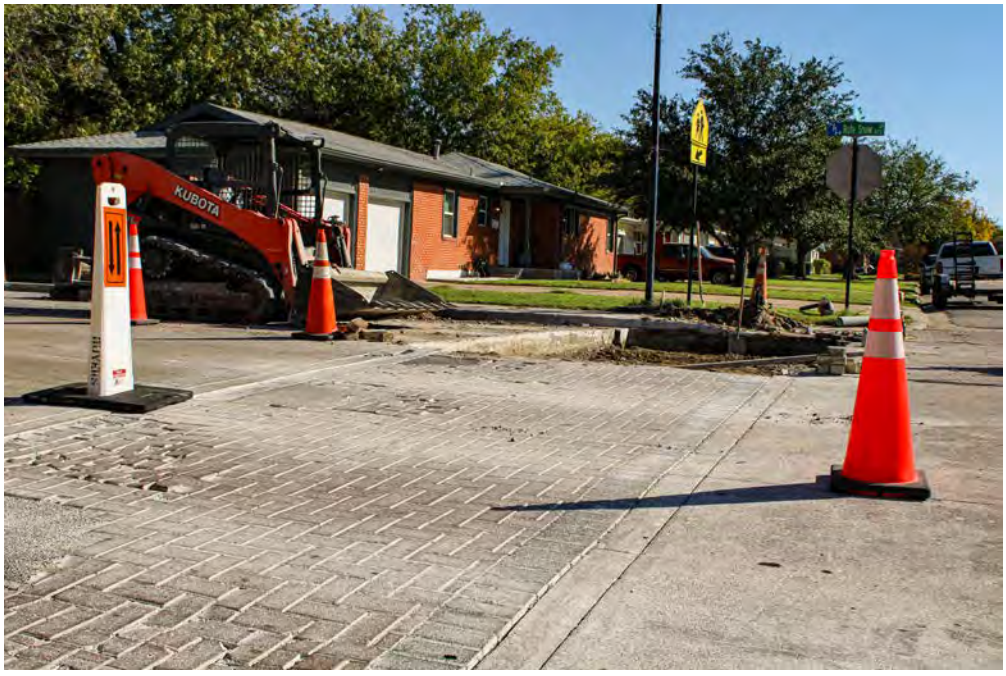
Operating Impact

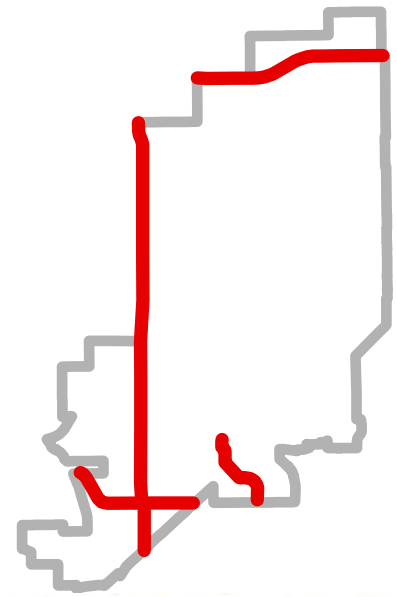
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Crosswalk Paver Replacement (2025-26)







NRH

311

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Crosswalk Paver Replacement (2025-26)	ST2602

Project Description

The project would consist of addressing existing crosswalk pavers that have exhausted their lifespan and created potholes within the crosswalks which staff are repairing with asphalt. These areas are typically high visability crosswalks and are becoming unsightly. The locations are North Tarrant Parkway, Rufe Snow Drive, Glenview Drive and City Point Drive. The total cost to replace these areas with stamped concrete is $615,195.00.

Project Justification

The Public Works Department has been addressing several locations where there are crosswalk pavers that are failing. This project allows the Public Works Department to address these areas and replace pavers with stamped concrete to ensure a longer lifespan and provide a more attractive appearance when traveling these cooridors. This project proposes to replace all the pavers along North Tarrant Parkway, Rufe Snow Drive , Glenview Drive and City Point Drive. The total cost for replacement is $615,195.00.

Funding Source: $615,195 from Infrastructure Reserve Fund (341) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2026
Other		
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$615,195
Total		$615,195

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	615,195	0	0	0	$615,195
Sales Tax					
Other					
Total Funding	$615,195	$0	$0	$0	$615,195

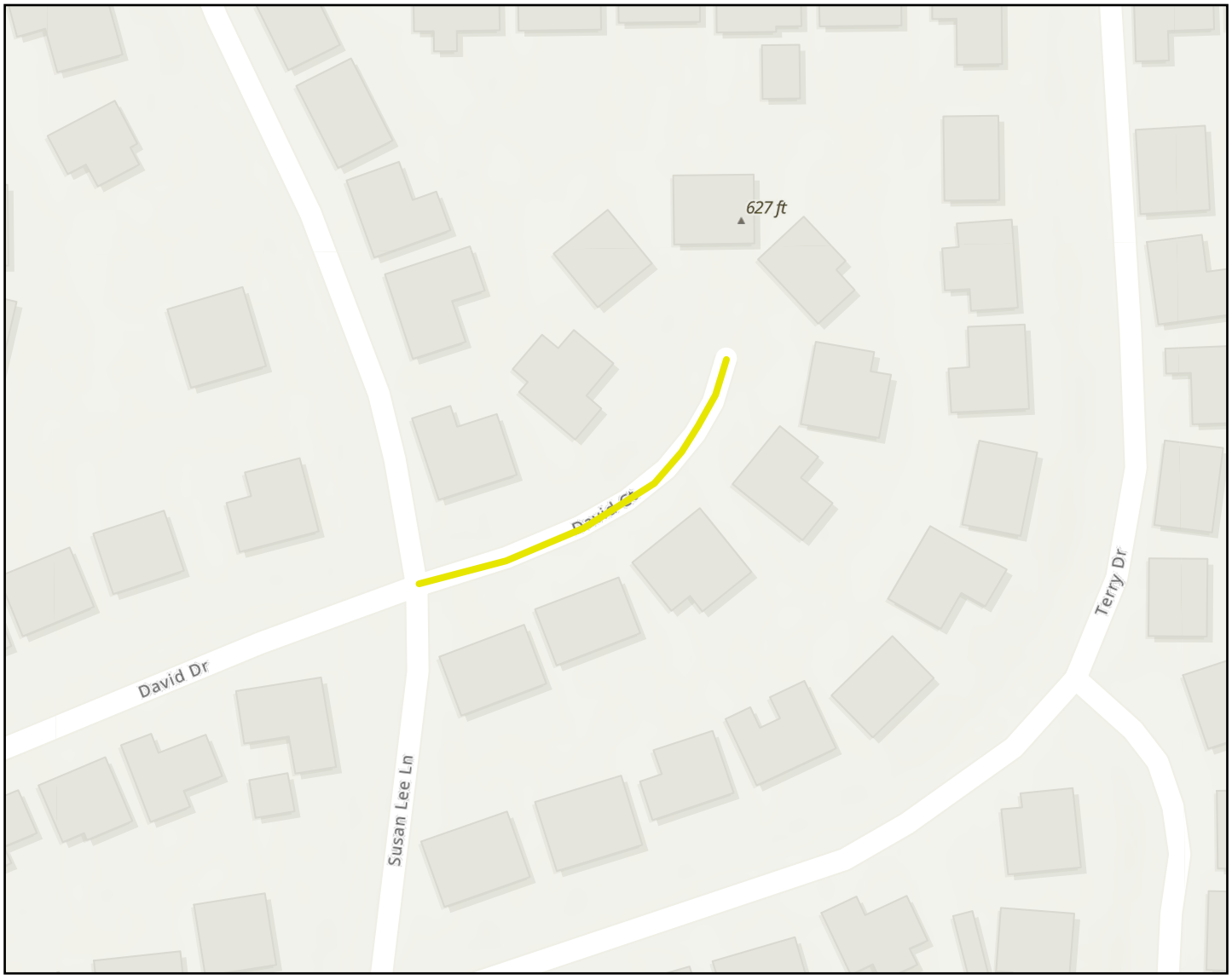
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	615,195	0	0	0	$615,195
Other					
Total Costs	$615,195	$0	$0	$0	$615,195

Operating Impact

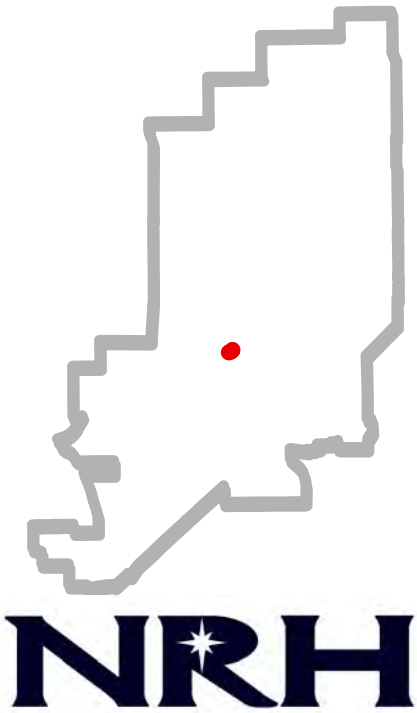
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

David Court (CDBG)







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	David Court (CDBG)	CDBG26

Project Description

This is the 51st Year Community Development Block Grant (CDBG) Project. The project will consist of reconstructing the entire length (330 linear feet) of David Court. The estimated cost for this project is $348,242. North Richland Hills is responsible for paying $58,172 of the cost. Tarrant County is responsible for paying $290,070 of the cost.

Project Justification

The condition rating of David Court is poor. The length of the project is approximatley 330 linear feet. The existing 31' wide asphalt road and 80' in diameter cul-de-sac, including curb and gutter, will be removed and replaced with 6" lime treated sub grade followed by 6" reinfoced concrete pavement.

Note: This project is part of the Federal / State Grant Funds known as CDBG entitlement funds, which are administered entirely by Tarrant County. This includes design, ultimate contractor selection, construction management and contract close-out activities. As with all previous CDBG projects, the City will have to provide construction inspections services. No CDBG funds are receieved or administered by the City; all funds remain with Tarrant County. City funds associated with this project are budgeted from General Capital Fund Reserves in the event of cost overruns.

Funding Source: $55,715 from Street Capital Project Fund (330) Reserves, $18,356 from General Capital Projects Fund (340) and $23,918 from General Fund (100) Reserves.

Project Status: As of February 2026, project is in design with construction anticipated in spring 2026.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	03/2025	03/2026
Land/ROW Acquisition		
Construction	03/2026	09/2027
Other		
Total Schedule	03/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$55,715
Revision	2025-26	$42,274
Total		$97,989

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	97,989	0	0	0	$97,989
Sales Tax					
Other					
Total Funding	$97,989	$0	$0	$0	$97,989

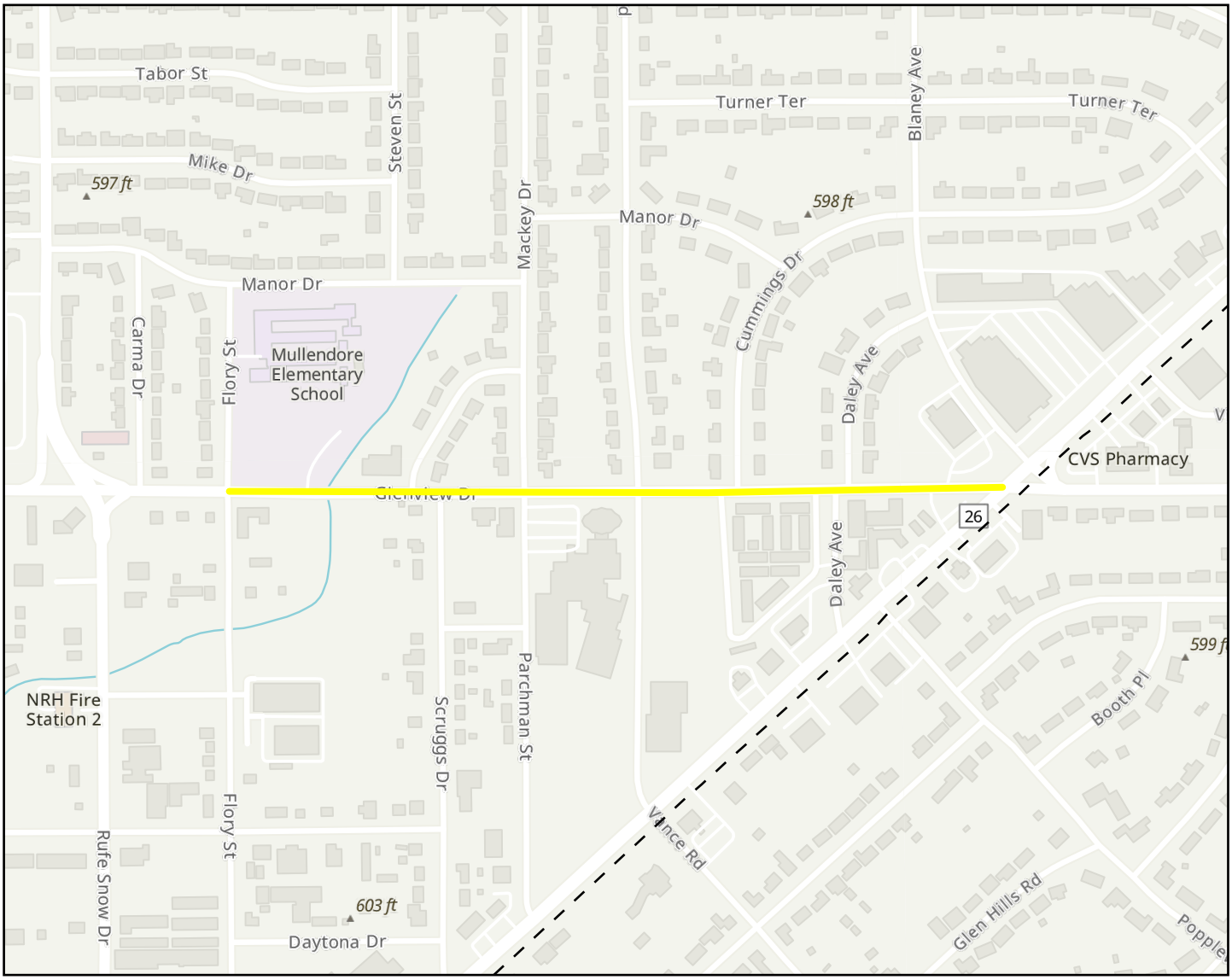
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	97,989	0	0	0	$97,989
Other					
Total Costs	$97,989	$0	$0	$0	$97,989

Operating Impact

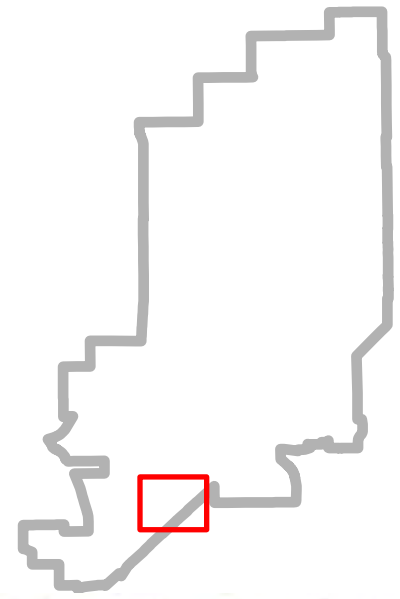
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Glenview Drive East Project







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Glenview Drive East Project	ST2006

Project Description

The project consists of engineering and construction of approximately 2,700 linear feet of Glenview Drive from Boulevard 26 to Flory Street. The improvements include reconstructing the existing roadway with reinforced concrete, including the addition of sidewalks. The road will be rebuilt to its current width; this is not a roadway expansion.

Project Justification

Glenview Drive is a minor arterial in the City's roadway network, and this portion of the roadway carries over 25,000 vehicles per day. The current pavement condition rating is 25.2 on a scale of 1-100, and has deteriorated to the point that full reconstruction is warranted. In the 2019 Citizen's Survey, Glenview Drive was street that received the highest number of mentions in response to the question of which streets are in most need of repair.

Project Status: Project is complete, with punch list items in progress.

Funding Source: $3,480,000 from 2020 GO Bonds, and $380,000 from Certificates of Obligation, $1,858,500 in grant funding from Tarrant County, and $76,203 from project savings on ST0202 for a total of $5,794,703.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	07/2020	02/2022
Land/ROW Acquisition	11/2021	05/2022
Construction	10/2023	10/2026
Other		
Total Schedule	07/2020	10/2026

History	Fiscal Year	Amount
Revision	2019-20	$380,000
Adopted Budget	2020-21	$3,480,000
Revision	2022-23	$0
Revision	2023-24	$1,858,500
Revision	2024-25	$76,203
Total		$5,794,703

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	3,480,000	0	0	0	$3,480,000
Certificates of Obligation	380,000	0	0	0	$380,000
Federal/State Grants	1,858,500	0	0	0	$1,858,500
Reserves	76,203	0	0	0	$76,203
Sales Tax					
Other					
Total Funding	$5,794,703	$0	$0	$0	$5,794,703

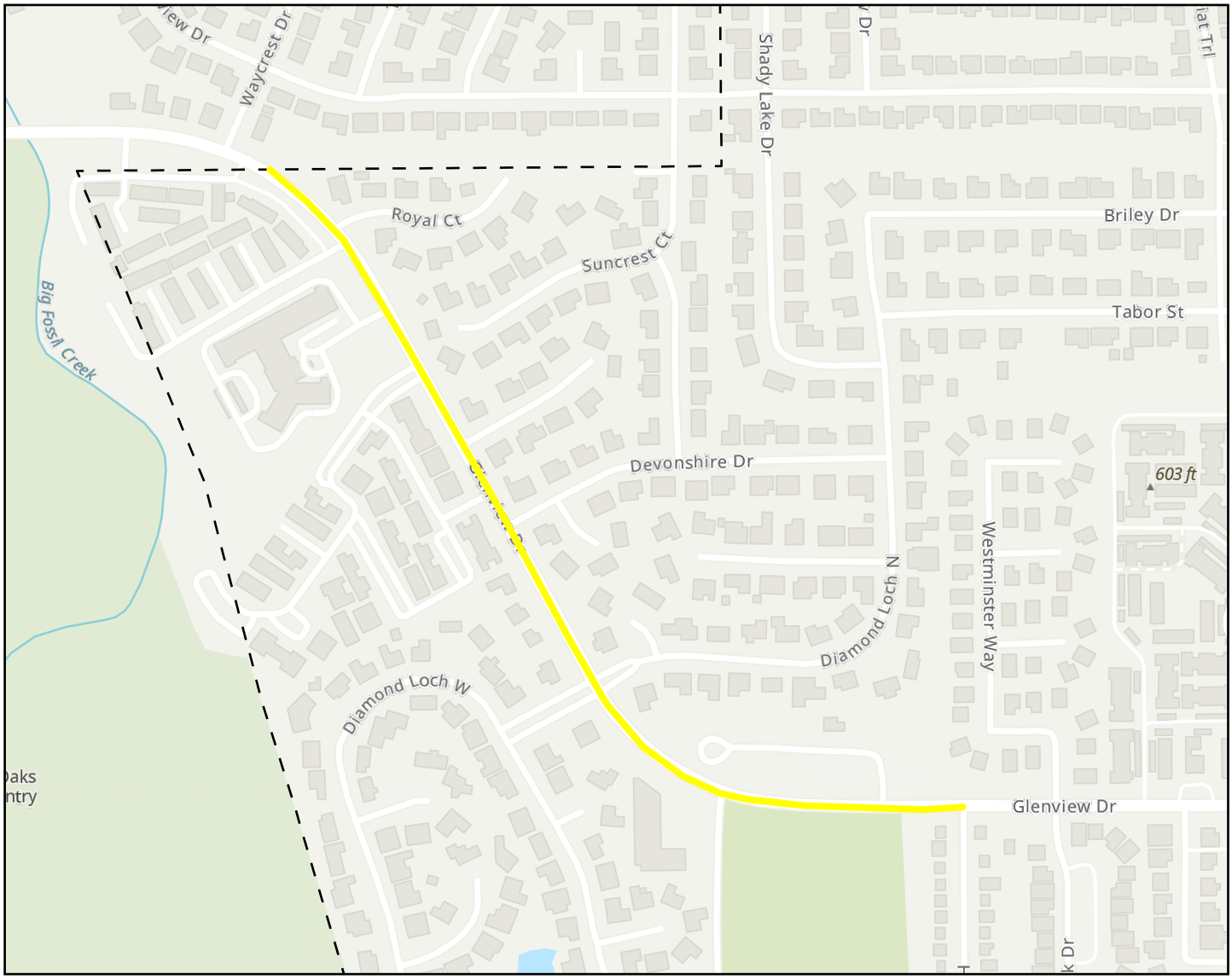
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	381,841	0	0	0	$381,841
Engineering/Design					
Land/ROW Acquisition	20,000	0	0	0	$20,000
Construction	5,392,862	0	0	0	$5,392,862
Other					
Total Costs	$5,794,703	$0	$0	$0	$5,794,703

Operating Impact

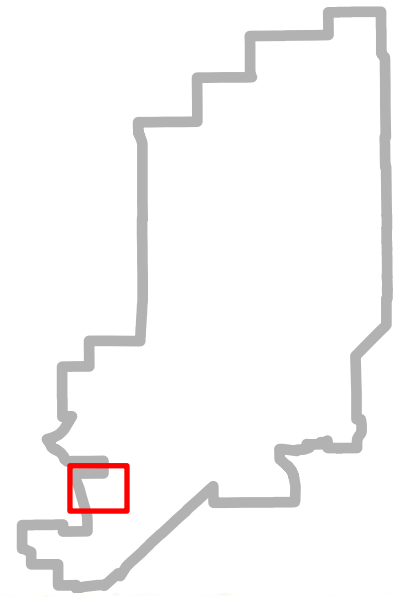
No impact anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Glenview Drive West Project







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Glenview Drive West Project	ST2110

Project Description

The project consists of engineering and construction of approximately 3,100 linear feet of Glenview Drive from Honey Lane to the city limit line just east of Big Fossil Creek. The improvements include reconstructing the existing roadway with reinforced concrete, including the addition of sidewalks. The road will be rebuilt to its current width; this is not a roadway expansion.

Project Justification

Glenview Drive is a minor arterial in the City's roadway network, and this portion of the roadway carries over 18,000 vehicles per day. The current pavement condition rating is 31.3 on a scale of 1-100, and has deteriorated to the point that full reconstruction is warranted. In the 2019 Citizen's Survey, Glenview Drive was street that received the highest number of mentions in response to the question of which streets are in most need of repair.

The 2020 Capital Programs Advisory Committee (CPAC) ranked this project as a high priority. An election was held in November 2020 to issue General Obligation bonds for street projects, and voters approved issuing the bonds for these projects.

Project Status: Project is complete and awaiting close out documentation.

Funding Source: $4,515,000 from G.O. Bonds 2020 Program, and an additional $2,000,000 to be added in 2023-2024 from the 2020 G.O. Bond Program.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	02/2021	05/2022
Land/ROW Acquisition		
Construction	07/2023	02/2026
Other		
Total Schedule	02/2021	02/2026

History	Fiscal Year	Amount
Revision	2020-21	$4,515,000
Adopted Budget	2023-24	$2,000,000
Total		$6,515,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	6,515,000	0	0	0	$6,515,000
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other					
Total Funding	$6,515,000	$0	$0	$0	$6,515,000

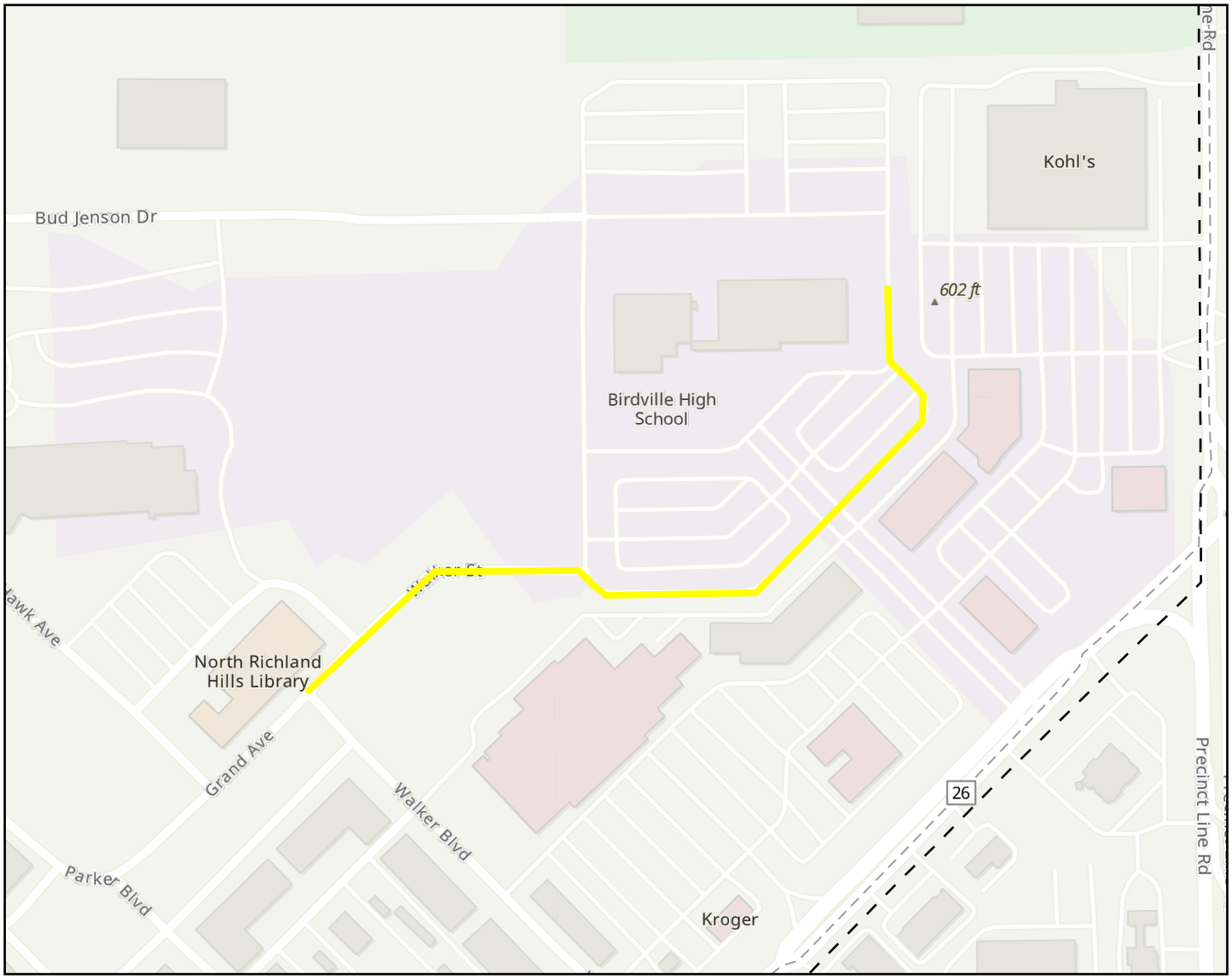
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	451,500	0	0	0	$451,500
Engineering/Design					
Land/ROW Acquisition					
Construction	6,063,500	0	0	0	$6,063,500
Other					
Total Costs	$6,515,000	$0	$0	$0	$6,515,000

Operating Impact

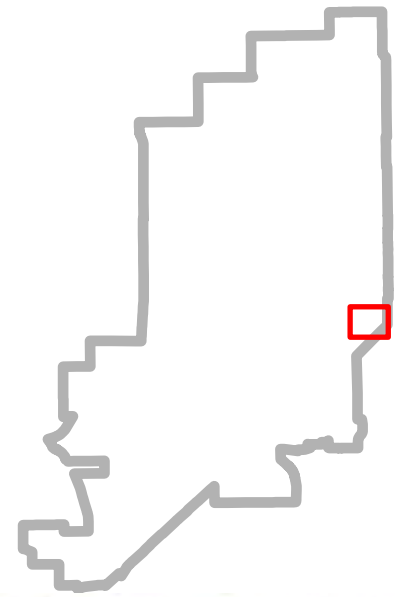
Not applicable.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Grand Avenue (Library to Health Markets Access Road)







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Grand Avenue (Library to Health Markets Access Road)	ST0904

Project Description

This project consists of extending Grand Avenue paving improvements from just east of the NRH Library where an asphalt access drive connects Grand Avenue to the Health Markets property with a project length of just over 200-feet. The “Grand Avenue Street and Utility Improvements” project (ST0702) was established for this purpose, but construction costs have grown well beyond the original funding amount. The updated project will reconstruct the asphalt section with two concrete travel lanes. Street parking and sidewalks will be installed by adjacent developments.

Project Justification

This section of Grand Avenue is between the Library and the Health Markets' parking lot. The existing asphalt connector is not sufficient to support the fully developed roadway cross-section which includes on-street parking, wide sidewalks, and ancillary items like street trees and street lights. Properties on either side of the roadway have received zoning approval and are working on their development plans. The final horizontal and vertical design and construction of the roadway will be completed in coordination with both developments.

Funding Source: $75,000 from Streets Capital Pojects Fund (330), $150,000 from Infrastucture Reserve Fund (341) Reserves (TIF 2 Closure Proceeds), and $50,000 from Donations Fund (110) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	01/2023	09/2028
Land/ROW Acquisition		
Construction	08/2023	09/2028
Other		
Total Schedule	01/2023	09/2028

History	Fiscal Year	Amount
Adopted Budget	2008-09	$75,000
Adopted Budget	2025-26	$200,000
Total		$275,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	275,000	0	0	0	$275,000
Sales Tax					
Other					
Total Funding	$275,000	$0	$0	$0	$275,000

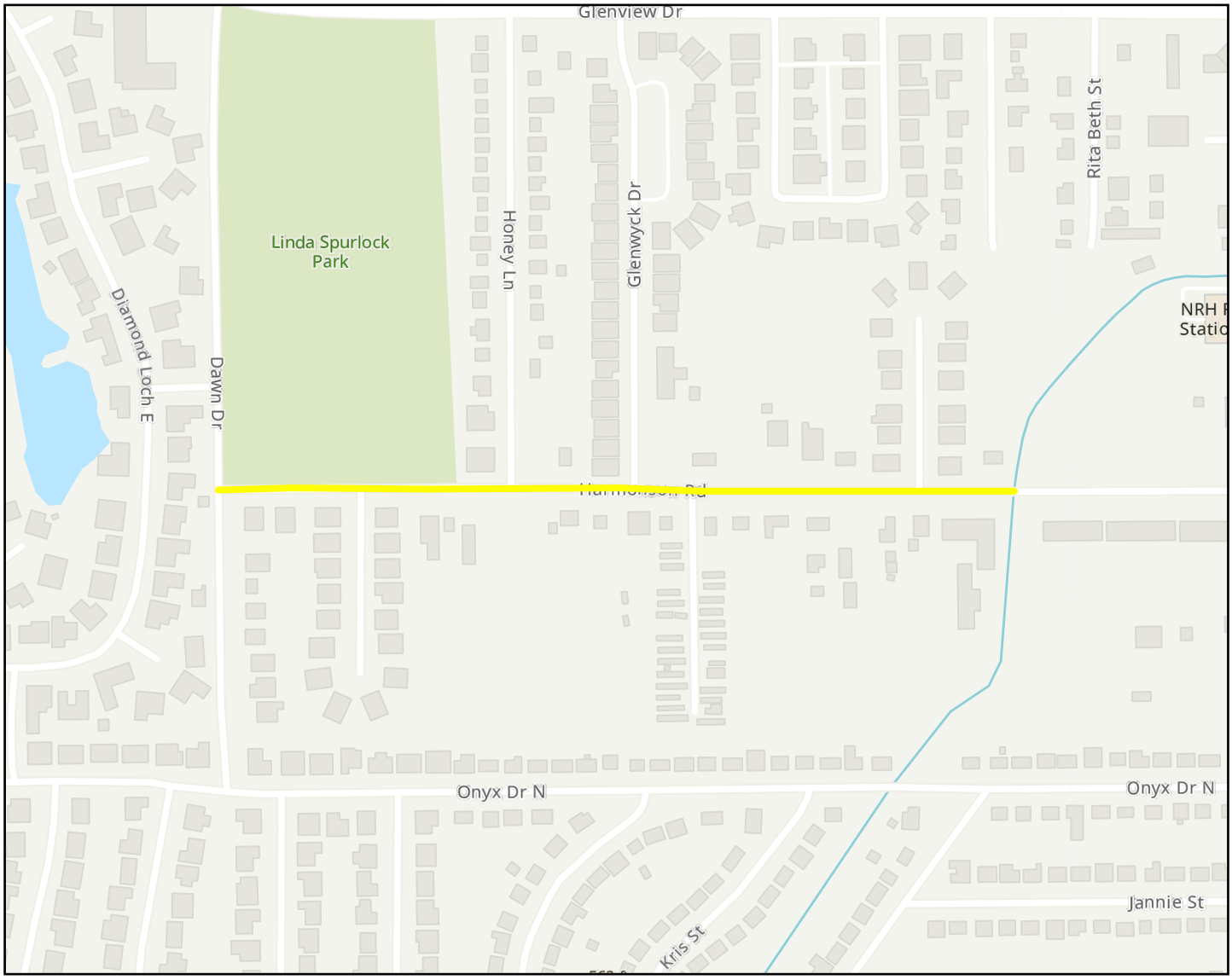
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	10,000	0	0	0	$10,000
Land/ROW Acquisition					
Construction	265,000	0	0	0	$265,000
Other					
Total Costs	$275,000	$0	$0	$0	$275,000

Operating Impact

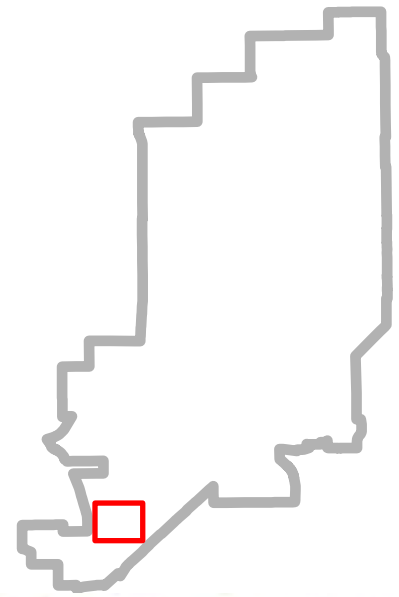
No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Harmonson Road







321

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Harmonson Road	ST2218

Project Description

The project consists of the design and reconstruction of approximately 2,100 linear feet of Harmonson Road from Dawn Drive to the Mackey Creek channel. The improvements include reconstructing the existing roadway with new full-depth subgrade, and new pavement. Sidewalks will be reconstructed as needed, with any missing segments filled in. The road will be reconstructed within the existing right-of-way in its current configuration; this is not a roadway expansion.

Project Justification

A 2020 Capital Program Advisory Committee evaluated the city's infrastructure needs and due to poor road conditions, recommended that Harmonson Road be reconstructed. The committee considered several factors when recommending street projects including existing pavement conditions, traffic volumes, maintenance records, and estimated project costs. Harmonson Road is a local or residential street in the City's roadway network, but carries higher than average traffic volumes. The current pavement condition rating is 18.0 on a scale of 1-100, and has deteriorated to the point that full reconstruction is warranted.

The 2020 Capital Programs Advisory Committee (CPAC) ranked this project as a high priority. An election was held in November 2020 to issue General Obligation bonds for street projects, and voters approved issuing the bonds for these projects.

Project Status: Project is under construction.

Funding Source: $2,880,886 from G.O. Bonds 2020 Program.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2023	10/2025
Land/ROW Acquisition		
Construction	02/2026	09/2027
Other		
Total Schedule	10/2023	09/2027

History	Fiscal Year	Amount
Adopted Budget	2021-22	$2,326,000
Adopted Budget	2023-24	$400,000
Revision	2025-26	$154,886
Total		$2,880,886

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	2,880,886	0	0	0	$2,880,886
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other					
Total Funding	$2,880,886	$0	$0	$0	$2,880,886

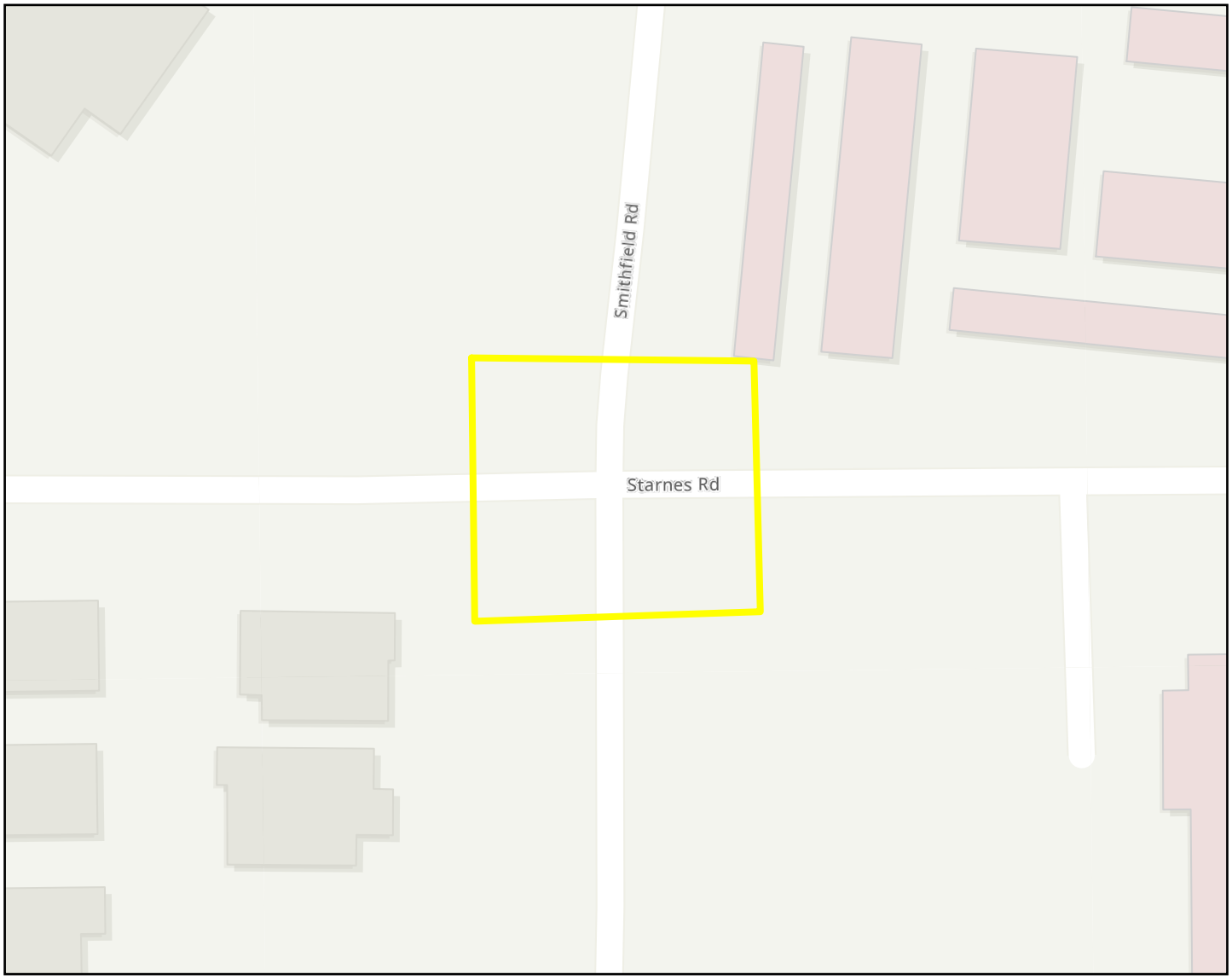
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	302,380	0	0	0	$302,380
Land/ROW Acquisition					
Construction	2,578,506	0	0	0	$2,578,506
Other					
Total Costs	$2,880,886	$0	$0	$0	$2,880,886

Operating Impact

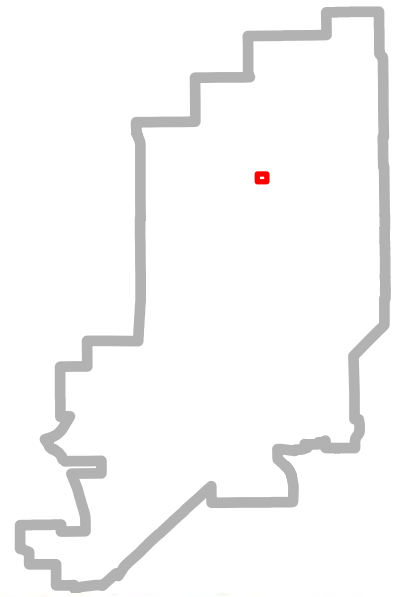
No additional impact anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

HSIP Intersection Improvements







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	HSIP Intersection Improvements	ST2306

Project Description

The project consists of engineering design and reconstruction of two existing signalized intersections: Rufe Snow Drive at Starnes Road and Smithfield Road at Starnes Road.

Project Justification

The two subject intersections were submitted to TxDOT's Highway Safety Improvement Program (HSIP) for consideration in late 2021. Although already signalized, accident data at each of these intersections indicates that modifications to signal equipment and lane configurations is warranted in an effort to reduce conflict points and improve motorist safety. Both signals were originally installed in 1987, and while some retrofitting is possible, not all recommended features can be accommodated with the existing equipment. The HSIP grant award provides $833,616 in Federal / State funds for construction.

Project Status: Project is under construction.

The funding source for this project is $891,358 in total with $873,126 from Street Capital Fund (330) Reserves, $18,232 in project savings from ST1701.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	03/2023	09/2024
Land/ROW Acquisition		
Construction	05/2025	09/2026
Other		
Total Schedule	03/2023	09/2026

History	Fiscal Year	Amount
Revision	2022-23	$168,232
Adopted Budget	2024-25	$26,951
Revision	2024-25	$716,175
Total		$911,358

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	893,126	0	0	0	$893,126
Sales Tax					
Other	18,232	0	0	0	$18,232
Total Funding	$911,358	$0	$0	$0	$911,358

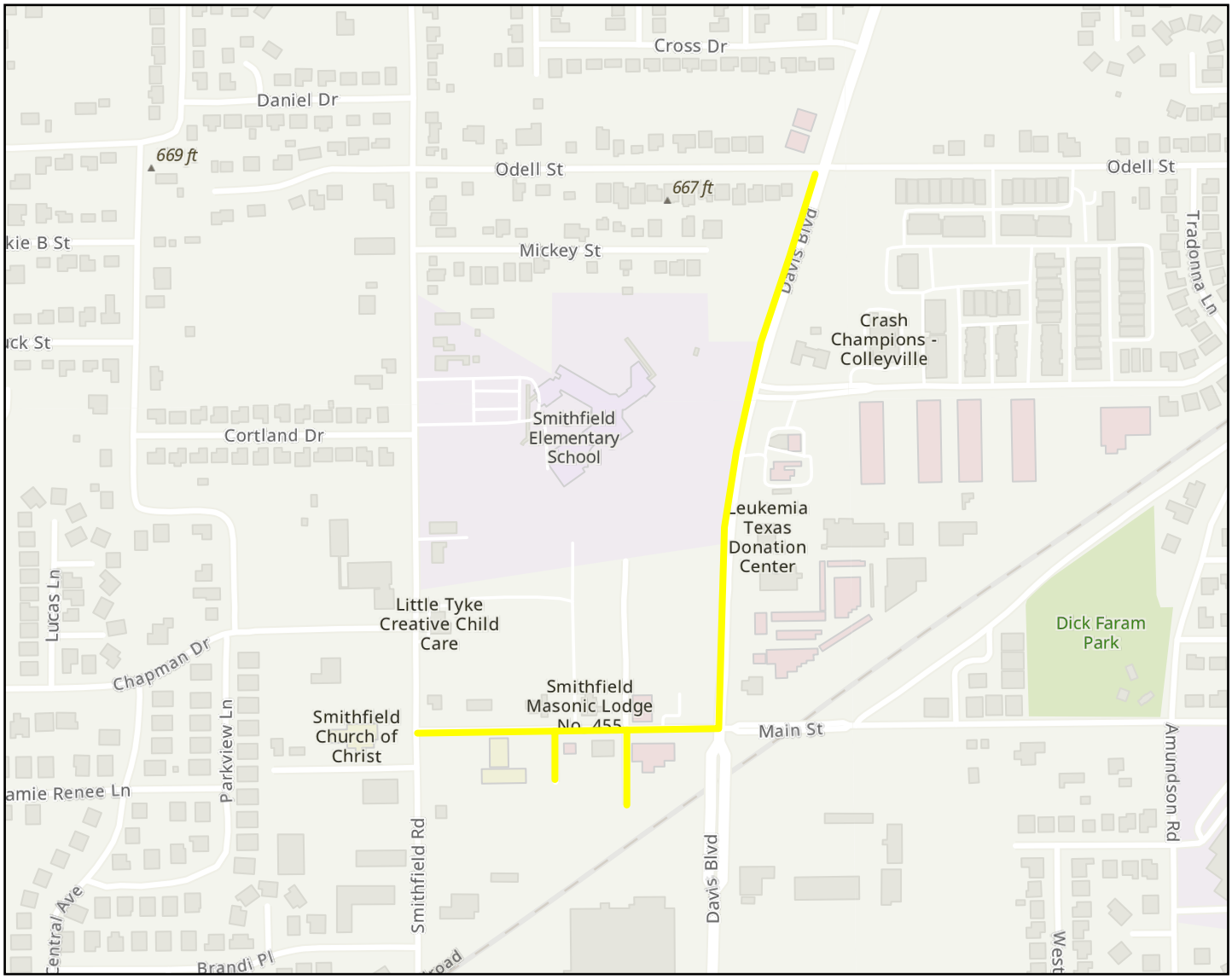
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	150,000	0	0	0	$150,000
Land/ROW Acquisition					
Construction	761,358	0	0	0	$761,358
Other					
Total Costs	$911,358	$0	$0	$0	$911,358

Operating Impact

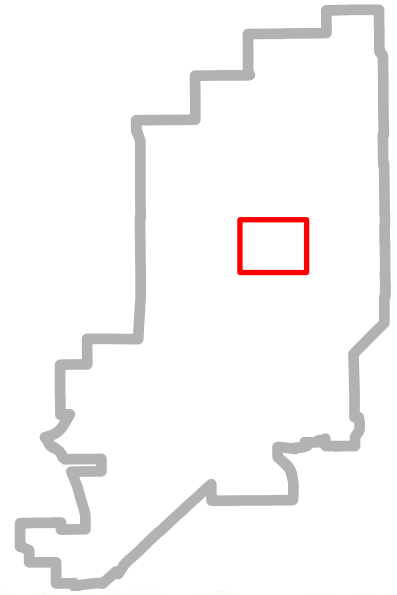
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Main St. Streetscaping & Snider St. Extension Project







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Main St. Streetscaping & Snider St. Extension Project	ST1102

Project Description

This project reconstructs Main St, Snider St. and Center St. near the Smithfield Station. Located in the center of the Smithfield Transit Oriented Development, Main St. is an existing street that lacks pedestrian infrastructure such as sidewalks, street furniture, lighting and trees. Snider St. and Center St. both intersect with Main St. and will be reconstructed as pedestrian friendly streets (sidewalks, street furniture, lighting and trees). A majority of the funds come from an NCTCOG RTR Grant. Project funding is contingent upon NCTCOG approval and notice to proceed. The project scope also includes sidewalks along Davis Boulevard to connect Main St. to Odell St.

Project Justification

Main St. Streetscaping & Snider St. Extension Project is designated to promote a pedestrian friendly mixed use environment adjacent to the future Smithfield Rail Station as part of the approved Smithfield TOD District. The original project utilized a sustainable development grant, but now RTR funds will be used instead to expand the scope of the project to include more infrastructure. Eighty percent of total funding will be provided as part of this approved grant.

Project Status: As of February 2026, project is in design.

Funding Sources: Grants at $2,223,100, $1,264,672 from Street Capital Projects Fund (330) Reserves, and $541,097 from Certificates of Obligation.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	09/2023	09/2026
Land/ROW Acquisition	02/2026	09/2026
Construction	09/2026	09/2027
Other		
Total Schedule	09/2023	09/2027

History	Fiscal Year	Amount
Adopted Budget	2010-11	$2,800,050
Revision	2017-18	$66,000
Revision	2021-22	$0
Revision	2023-24	$0
Revision	2024-25	$0
Revision	2025-26	$541,097

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	541,097	0	0	0	$541,097
Federal/State Grants	2,223,100	0	0	0	$2,223,100
Reserves	642,950	621,722	0	0	$1,264,672
Sales Tax					
Other	0	0	0	0	$0
Total Funding	$3,407,147	$621,722	$0	$0	$4,028,869

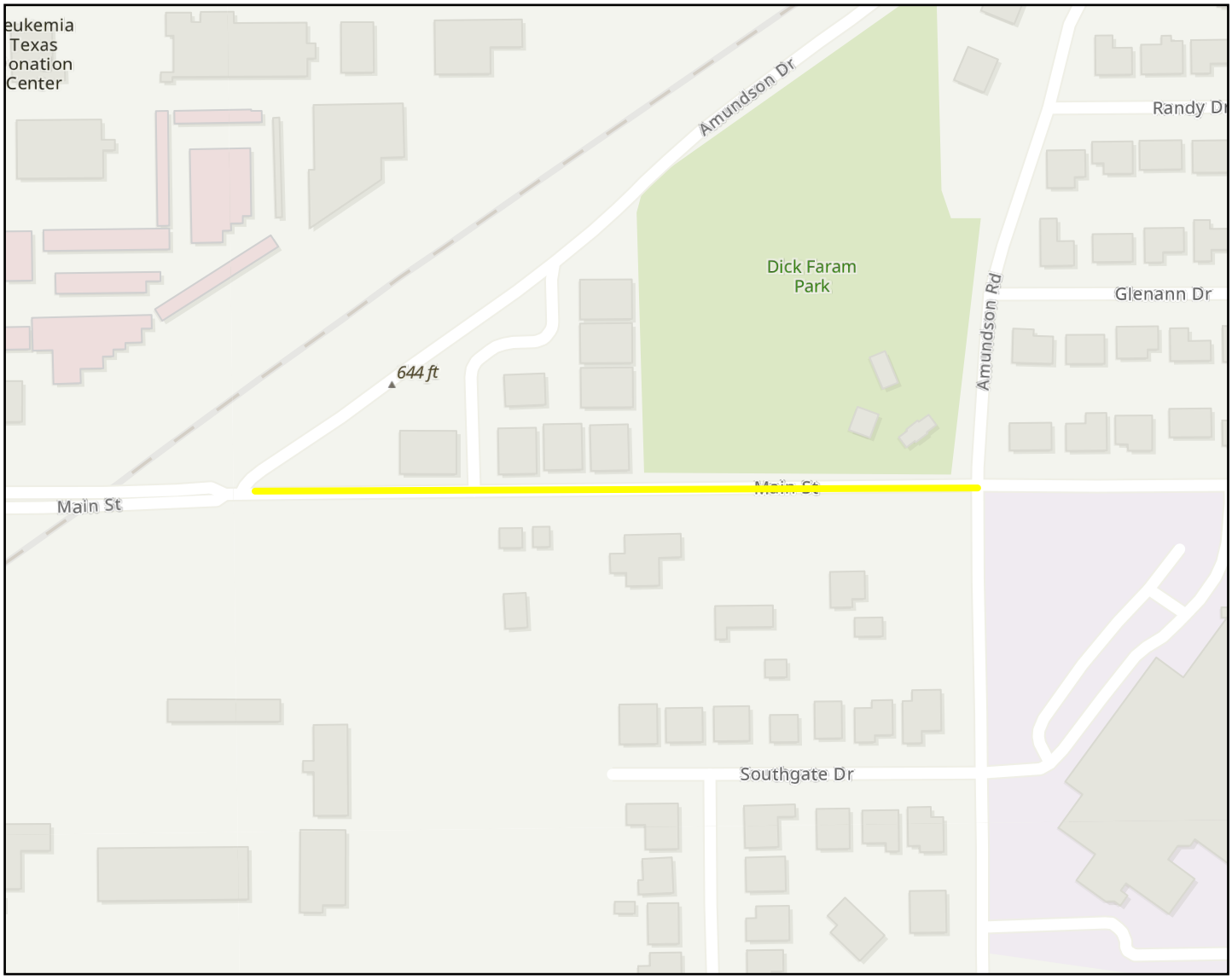
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	130,355	0	0	0	$130,355
Engineering/Design	304,310	0	0	0	$304,310
Land/ROW Acquisition	48,350	0	0	0	$48,350
Construction	2,924,132	621,722	0	0	$3,545,854
Other					
Total Costs	$3,407,147	$621,722	$0	$0	$4,028,869

Operating Impact

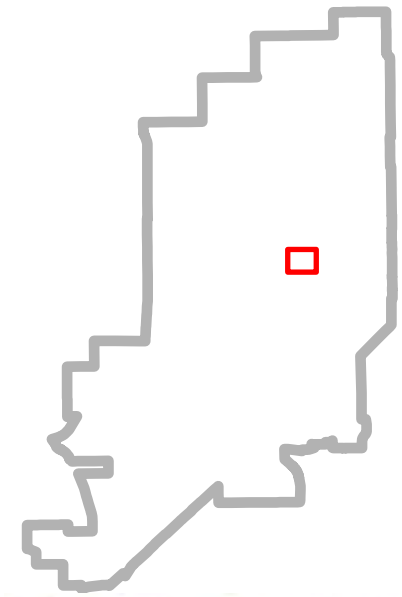
No operating impact anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Main Street







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Main Street	ST2212

Project Description

The project consists of engineering and construction of approximately 1,100 linear feet of Main Street from Amundson Drive to Amundson Road. The improvements include reconstructing the existing roadway with reinforced concrete, including the addition of sidewalks. The road will be rebuilt to its current width; this is not a roadway expansion.

Project Justification

A 2020 Capital Program Advisory Committee evaluated the city's infrastructure needs and due to poor road conditions, recommended that Main Street be reconstructed. The committee considered several factors when recommending street projects including existing pavement conditions, traffic volumes, maintenance records, citizen input and estimated project costs. Main Street is a minor collector in the City's roadway network, and this portion of the roadway carries over 4,000 vehicles per day. The current pavement condition rating is 25.0 on a scale of 1-100, and has deteriorated to the point that full reconstruction is warranted.

The 2020 Capital Programs Advisory Committee (CPAC) ranked this project as a high priority. An election was held in November 2020 to issue General Obligation bonds for street projects, and voters approved issuing the bonds for these projects.

Project Status: Project is under construction.

Funding Source: Initially funded by the 2020 General Obligation Bond Program for $1,397,000. Other funding for this project has come from 2020 General Obligation Bonds through project savings, $32,378 from ST2118, $192,937 from ST2114, $45,659 from ST2115, $44,875 from ST2116, $1,034,235 from ST2412.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	02/2023	04/2024
Land/ROW Acquisition		
Construction	03/2025	09/2026
Other		
Total Schedule	02/2023	09/2026

History	Fiscal Year	Amount
Adopted Budget	2021-22	$1,397,000
Revision	2022-23	$225,315
Revision	2023-24	$90,534
Revision	2024-25	$1,034,235
Total		$2,747,084

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	2,747,084	0	0	0	$2,747,084
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other					
Total Funding	$2,747,084	$0	$0	$0	$2,747,084

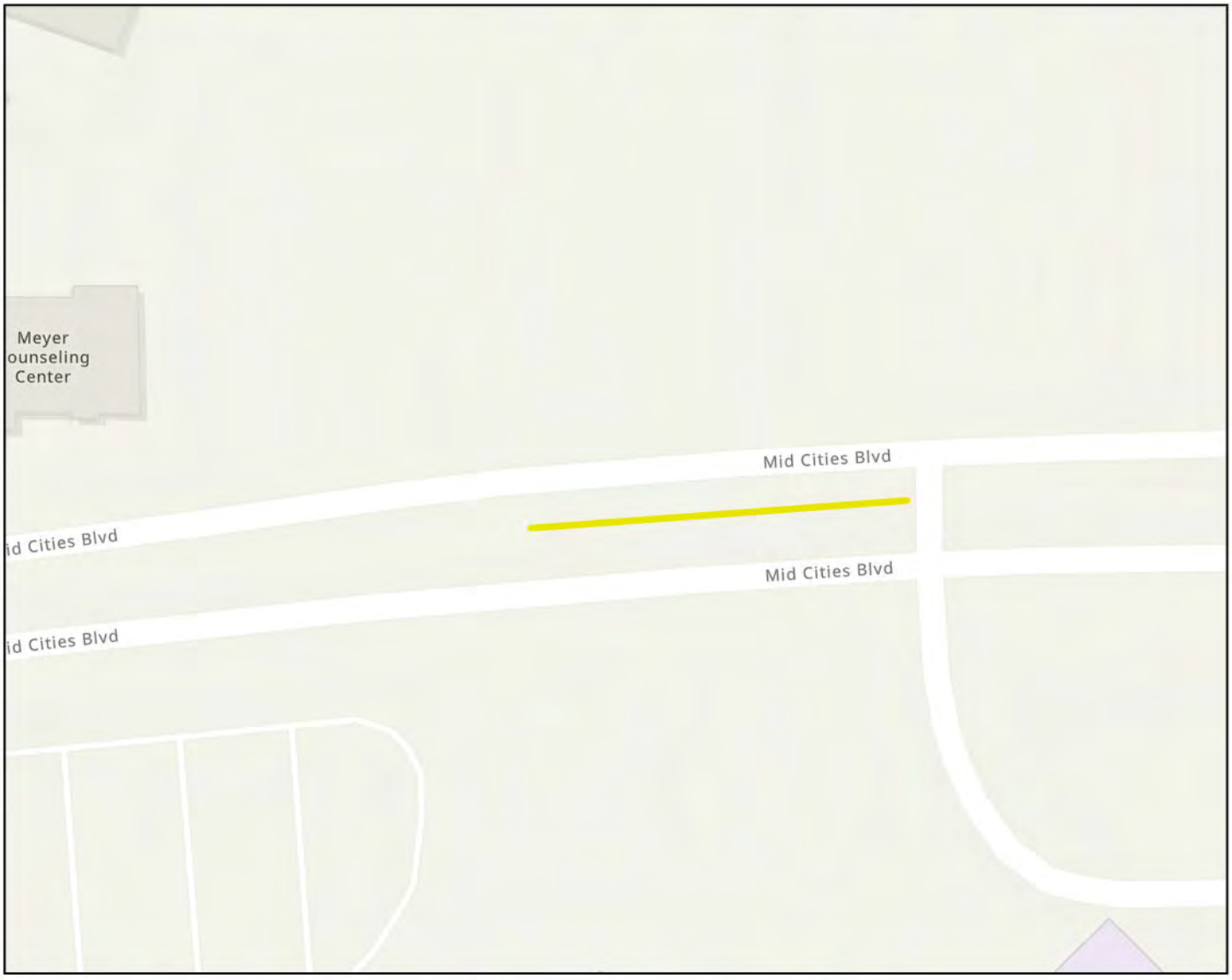
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	181,610	0	0	0	$181,610
Land/ROW Acquisition					
Construction	2,565,474	0	0	0	$2,565,474
Other					
Total Costs	$2,747,084	$0	$0	$0	$2,747,084

Operating Impact

No additional impact anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Mid-Cities Boulevard Turn Lane Project







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Mid-Cities Boulevard Turn Lane Project	ST2603

Project Description

This project will construct a left turn bay along Mid-Cities Boulevard, just east of Hawk Avenue, that will allow westbound Mid-Cities Boulevard traffic a left turn option to access the new development on the north side of Mid-Cities Boulevard.

Project Justification

This budget revision will fund the in house construction of the turn bay and improve access to the new development.

Funding Source: $200,000 General Fund (100) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	01/2026	06/2027
Other		
Total Schedule	01/2026	06/2027

History	Fiscal Year	Amount
Revision	2025-26	$200,000
Total		$200,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	200,000	0	0	0	$200,000
Sales Tax					
Other					
Total Funding	$200,000	$0	$0	$0	$200,000

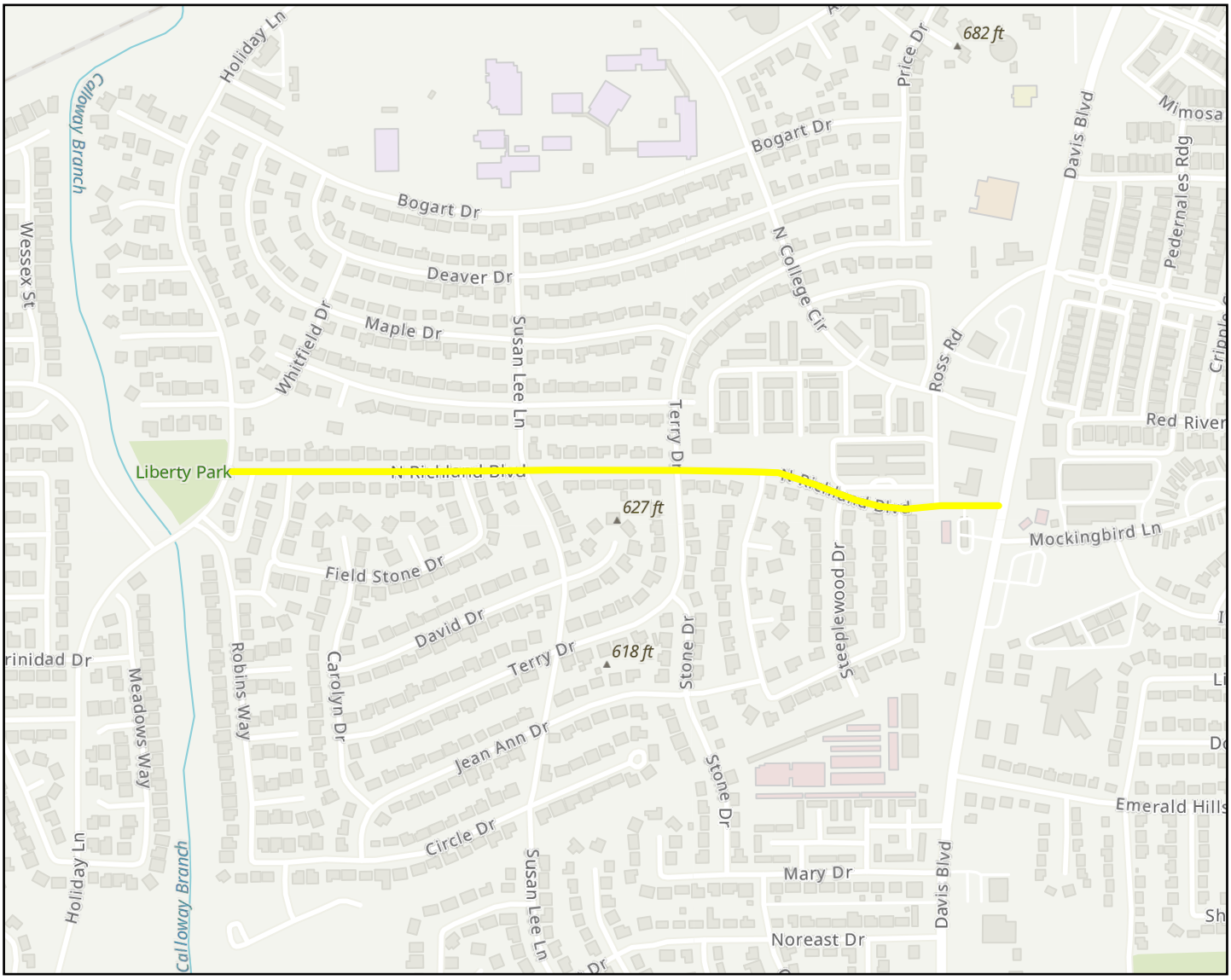
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	200,000	0	0	0	$200,000
Other					
Total Costs	$200,000	$0	$0	$0	$200,000

Operating Impact

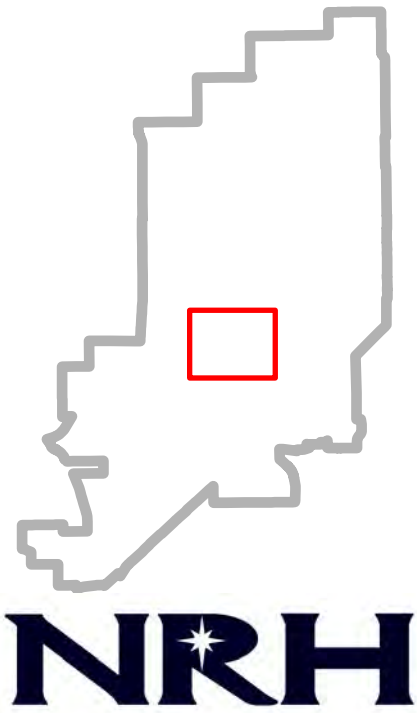
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

North Richland Boulevard







331

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	North Richland Boulevard	ST2401

Project Description

The project consists of the design and reconstruction of approximately 3,575 linear feet of North Richland Boulevard from Holiday Lane to Davis Boulevard. The improvements include reconstructing the existing roadway with new full-depth subgrade, and new pavement. Sidewalks will be reconstructed as needed, with any missing segments filled in. The road will be reconstructed within the existing right-of-way in its current configuration; this is not a roadway expansion.

Project Justification

A 2020 Capital Program Advisory Committee evaluated the city's infrastructure needs and due to poor road conditions, recommended that North Richland Boulevard be reconstructed. The committee considered several factors when recommending street projects including existing pavement conditions, traffic volumes, maintenance records, and estimated project costs. North Richland Boulevard is a local or residential street in the City's roadway network, but carries higher than average traffic volumes. The current pavement condition rating is 12.3 on a scale of 1-100, and has deteriorated to the point that full reconstruction is warranted. The 2020 Capital Programs Advisory Committee (CPAC) ranked this project as a high priority. An election was held in November 2020 to issue General Obligation bonds for street projects, and voters approved issuing the bonds for these projects.

Project Status: Project is under construction.

Funding Source: $4,558,522 from G.O. Bonds 2020 Program.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	01/2024	10/2025
Land/ROW Acquisition		
Construction	01/2026	07/2027
Other		
Total Schedule	01/2024	07/2027

History	Fiscal Year	Amount
Adopted Budget	2023-24	$4,085,000
Revision	2024-25	$473,522
Total		$4,558,522

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds	4,558,522	0	0	0	$4,558,522
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other					
Total Funding	$4,558,522	$0	$0	$0	$4,558,522

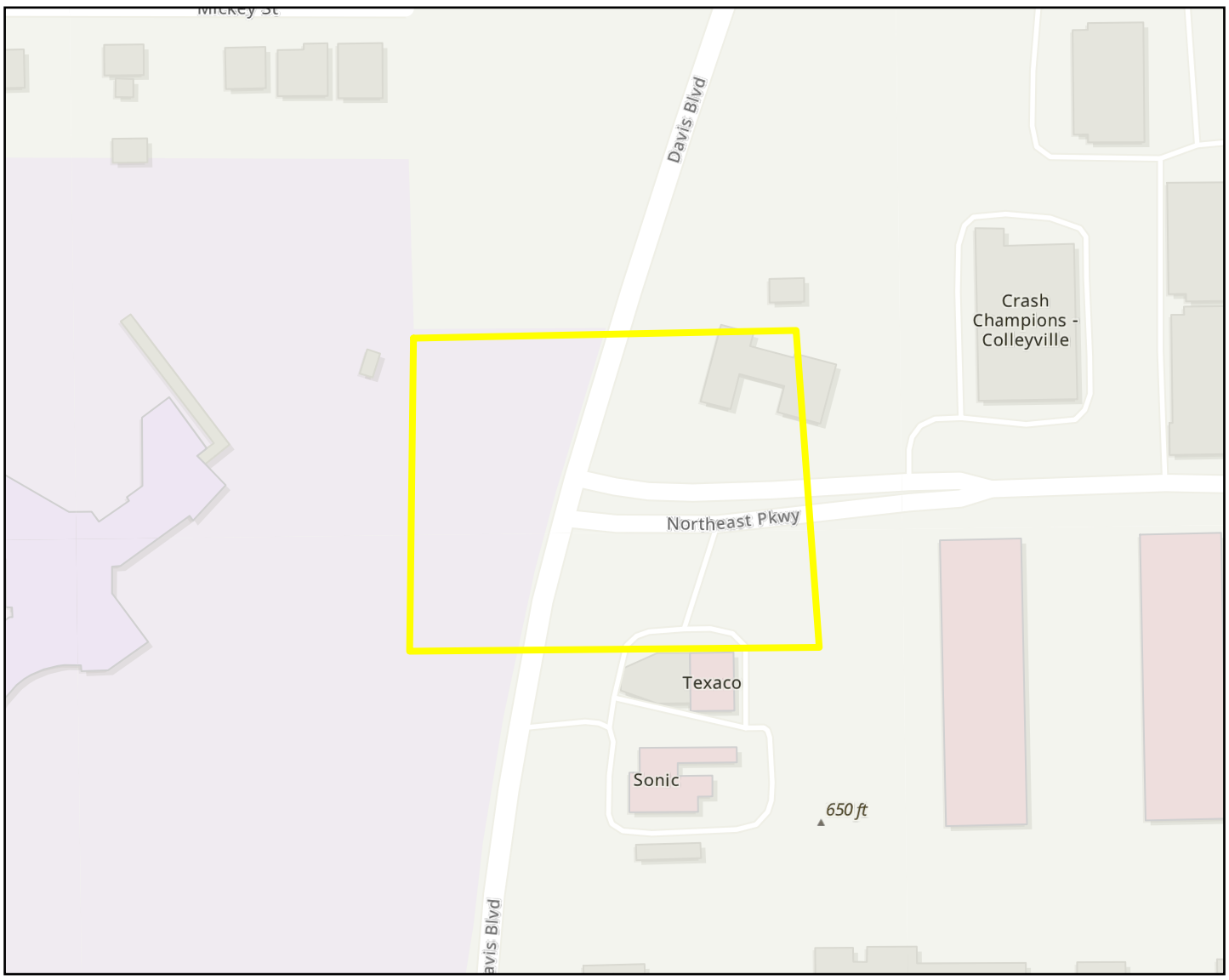
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	350,480	0	0	0	$350,480
Land/ROW Acquisition					
Construction	4,208,042	0	0	0	$4,208,042
Other					
Total Costs	$4,558,522	$0	$0	$0	$4,558,522

Operating Impact

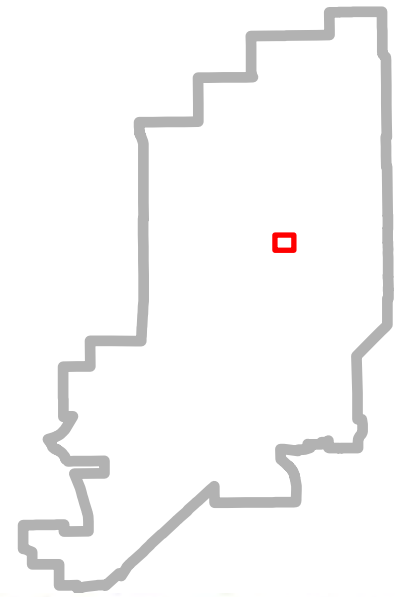
No anticipated impact.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Northeast Parkway / Davis Blvd. Traffic Signal







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Northeast Parkway / Davis Blvd. Traffic Signal	ST2003

Project Description

This project consists of engineering and construction of a new traffic signal at the intersection of Davis Boulevard and Northeast Parkway. The scope includes paving and signal improvements.

Project Justification

The Northeast Parkway / Davis intersection lies within the Smithfield Transit Oriented Development and serves a large residential area east of Davis. The addition of a signal would provide for safe access during peak times from Northeast Parkway to Davis Boulevard for the Stonybrooke neighborhoods, the new Smithfield Villas TOD residential neighborhood, and the existing industrial users on Northeast Parkway. Based on the future extension of Northeast Parkway to the west, it is expected that even more motorists will use this intersection in the future.

Project Status: Working with TxDOT for decel lane requirements.

Funding Source: $355,000 from Certificates of Obligation, $282,335 from Gas Development Fund (145) Reserves, and 150,000 from Project Savings.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	02/2020	09/2028
Land/ROW Acquisition		
Construction	09/2021	09/2028
Other		
Total Schedule	02/2020	09/2028

History	Fiscal Year	Amount
Adopted Budget	2019-20	$380,000
Revision	2019-20	($25,000)
Revision	2021-22	$150,000
Revision	2022-23	$302,335
Revision	2024-25	($20,000)
Total		$787,335

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	355,000	0	0	0	$355,000
Federal/State Grants					
Reserves	432,335	0	0	0	$432,335
Sales Tax					
Other					
Total Funding	$787,335	$0	$0	$0	$787,335

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	122,992	0	0	0	$122,992
Land/ROW Acquisition					
Construction	664,343	0	0	0	$664,343
Other					
Total Costs	$787,335	$0	$0	$0	$787,335

Operating Impact

No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Pedestrian Connectivity Enhancements	ST2303

Project Description

This project will construct sidewalks in targeted areas adjacent to major roadways and/or serving key nodes like schools, trails, and transit oriented development (TOD) facilities. The initial target area is within the Smithfield TOD, and includes sidewalk on the east side of Davis from Northeast Parkway to the Cotton belt Trail, sidewalk on the east side of Smithfield Road also from Northeast Parkway to the trail.

Project Justification

With an increase in pedestrian activity in recent years, and the heavy utilization of the city's trail network, gaps in the sidewalk network are becoming more evident. The area within the Smithfield TOD and near Smithfield Elementary sees significant pedestrian activity adjacent to busy roadways. An upcoming grant project will construct sidewalks on the west side of Davis, but the east side connection will serve both school and trail / train station access for residents east of Davis.

Funding Source: $175,000 from Street Capital Projects Fund (330) Reserves and $104,000 from Certificates of Obligation.

Project Status: As of February 2026, project is in design.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2023	09/2026
Land/ROW Acquisition		
Construction	09/2026	09/2027
Other		
Total Schedule	10/2023	09/2027

History	Fiscal Year	Amount
Adopted Budget	2022-23	$175,000
Revision	2022-23	$0
Revision	2024-25	$104,000
Total		$279,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	104,000	0	0	0	$104,000
Federal/State Grants					
Reserves	175,000	0	0	0	$175,000
Sales Tax					
Other					
Total Funding	$279,000	$0	$0	$0	$279,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	55,650	0	0	0	$55,650
Engineering/Design					
Land/ROW Acquisition					
Construction	223,350	0	0	0	$223,350
Other					
Total Costs	$279,000	$0	$0	$0	$279,000

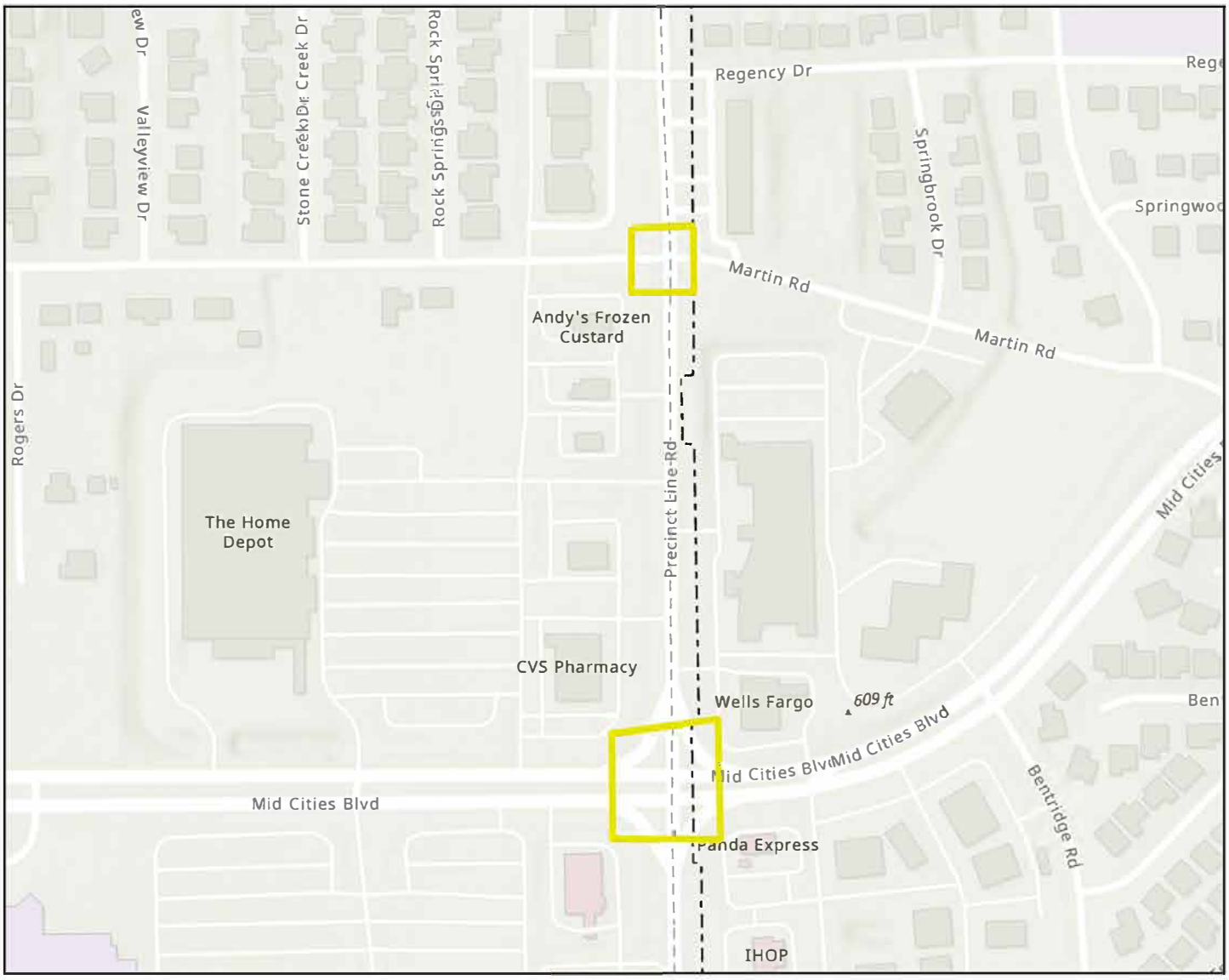
Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Precinct Line Road Traffic Signal Improvements







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Precinct Line Road Traffic Signal Improvements	ST2604

Project Description

In or around 2003, the City of North Richland Hills and the City of Hurst entered into an inter-local agreement whereby the City of Hurst allowed North Richland Hills to utilize a portion of Glenview Drive ROW for entryway signs, and the City of North Richland Hills transferred traffic signal maintenance on two signals to the City of Hurst. The signals are both on Precinct Line Road at its intersections with Martin Drive and Mid-Cities Boulevard. In the fall of 2025, the City of Hurst approached staff about dissolving the aforementioned agreement. A consultant has been brought on board to evaluate the traffic signals to ensure equipment, timing, and configurations meet the latest mandated statutes and are operating safely prior to the ownership changing hands. This project will fund the necessary conversion and repair recommendations provided by the consultant.

Project Justification

This budget revision and project is necessary to ensure the traffic signals are operating at the highest level of safety and efficiency as they are transferred from the City of Hurst's ownership and maintenance to the City of North Richland Hills' operation and maintenance. Additionally, our traffic signal equipment and software operate a little differently than what is currently installed by the City of Hurst. This project will fund the equipment and fees to bring these two traffic signals online with our traffic management software as well as align them with the City's appearance standards.

Funding Source: $175,000 from General Fund (100) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services	02/2026	09/2026
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	04/2026	09/2026
Total Schedule	02/2026	09/2026

History	Fiscal Year	Amount
Revision	2025-26	$175,000
Total		$175,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	175,000	0	0	0	$175,000
Sales Tax					
Other					
Total Funding	$175,000	$0	$0	$0	$175,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	25,000	0	0	0	$25,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	150,000	0	0	0	$150,000
Total Costs	$175,000	$0	$0	$0	$175,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Preventive Street Maintenance (2024-25)	SM2501

Project Description

This is the annual program where funds are dedicated to enhance the city's efforts for preventive maintenance of city streets. The scope of this project provides asphalt and concrete crack sealing for approximately 20-40 streets, slurry sealing for 15-25 streets, asphalt micro surfacing for 5-10 streets, concrete street partial pavement replacement for 10-20 streets, and a two inch asphalt overlay for 10-15 streets.

Project Justification

Preventive maintenance activities delay more costly street reconstruction and extend the life of the current street system. This project provides staff with funding to apply the appropriate maintenance technique to the streets selected for the program. Depending on the current condition of the street and the type of preventive measures taken, the streets life can be extended for a minimum cost in comparison to a total reconstruction.

Funding Source: $1,304,602 from General Fund Reserves (100) and $3,000,000 from Certificates of Obligation issued in FY23

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$4,000,000
Revision	2024-25	$554
Revision	2025-26	$304,048
Total		$4,304,602

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	3,000,000	0	0	0	$3,000,000
Federal/State Grants					
Reserves	1,304,602	0	0	0	$1,304,602
Sales Tax					
Other					
Total Funding	$4,304,602	$0	$0	$0	$4,304,602

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	4,304,602	0	0	0	$4,304,602
Other					
Total Costs	$4,304,602	$0	$0	$0	$4,304,602

Operating Impact

Not applicable.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Preventive Street Maintenance (2025-26)	SM2601

Project Description

This is the annual program where funds are dedicated to enhancing the city's efforts for preventive maintenance of city streets. The scope of this project provides a 2-inch asphalt overlay for approximately 30-40 streets.

Project Justification

Preventive maintenance activities delay more costly street reconstruction and extends the life of the current street system. This project provides staff with funding to apply the appropriate maintenance technique to the streets selected for the program. Depending on the current condition of the street and the type of preventive measures taken, the street's life can be extended for a minimum cost in comparison to a total reconstruction.

Funding Source: $4,000,000 from General Fund (100) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$4,000,000
Total		$4,000,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	4,000,000	0	0	0	$4,000,000
Sales Tax					
Other					
Total Funding	$4,000,000	$0	$0	$0	$4,000,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	4,000,000	0	0	0	$4,000,000
Other					
Total Costs	$4,000,000	$0	$0	$0	$4,000,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Sidewalk Rehabilitation and Replacement Project (2025-26)	SD2601

Project Description

This project provides for rehabilitation of the city's sidewalk system. Funding will allow for the replacement of approximately 5,000 square feet of deteriorated sidewalks or new sidewalk in residential and high pedestrian areas.

Project Justification

One of the city's goals is to revitalize some of the "older" sections of the city. This sidewalk rehabilitation is an excellent way to improve the older neighborhoods. This project allows staff to address numerous citizen-initiated requests utilizing our 50/50 cost sharing program to provide sidewalk rehabilitation in their neighborhoods. The department has identified various locations throughout the city that are in need of sidewalk replacement which include areas along Holiday Lane and Mid-Cities Blvd. This project will provide the funding necessary for staff to begin repairing these locations.

Funding Source: $69,000 from the Sidewalk Capital Projects Fund (335) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2026
Other		
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$100,000
Revision	2025-26	($31,000)
Total		$69,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	69,000	0	0	0	$69,000
Sales Tax					
Other					
Total Funding	$69,000	$0	$0	$0	$69,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	69,000	0	0	0	$69,000
Other					
Total Costs	$69,000	$0	$0	$0	$69,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Sidewalk Right-of-Way Acquisition	SD2602

Project Description

This project consists of acquiring easements and/or right-of-way for the purpose of constructing a sidewalk along Eden Road to connect to the Cottonbelt Trail.

Project Justification

With an increase in pedestrian activity in recent years and the heavy utilization of the city's trail network, gaps in the sidewalk network are becoming more evident. The extension of Hightower Drive between Davis Blvd. and Eden Road provided a much needed connection for motorists and pedestrians in area neighborhoods. However, Eden Road's narrow cross section and lack of sidewalks is a concern for pedestrians to continue south on Eden to the nearby Cottonbelt Trail. Sidewalk construction may be eligible for grant funding, but would be a stronger candidate if the right-of-way is already in place.

Funding Source: Sidewalk Capital Projects Fund (335) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition	04/2026	04/2027
Construction		
Other		
Total Schedule	04/2026	04/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$65,000
Total		$65,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	65,000	0	0	0	$65,000
Sales Tax					
Other					
Total Funding	$65,000	$0	$0	$0	$65,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition	65,000	0	0	0	$65,000
Construction					
Other					
Total Costs	$65,000	$0	$0	$0	$65,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Smithfield Middle School Safe Routes to School	SD2404

Project Description

This is a Safe Routes to Schools project through the Transportation Alternatives Set-Aside infrastructure reimbursement program by the North Central Texas Council of Governments. This particular project focuses on the bicycle and pedestrian feeder routes to Smithfield Middle School. It includes filling existing gaps in the sidewalk network, replacing and installing new sidewalk ramps, establishing new sidewalk routes, installing mid-block cross walks with advanced warning signage in key locations, a bicycle parking station for up to 30 bicycles, and pedestrian crossing signage with LED outline at Mid-Cities & Amundson/Winter Park.

Project Justification

In August 2016, the Planning & Zoning Department asked Birdville ISD which three school campuses might require the most attention for a Safe Routes to School pilot project. A group of University of North Texas Master in Public Administration students then prepared a draft Safe Routes to Schools Plan for North Richland Hills that focused on those three campuses. Smithfield Middle School was one of the three campuses. Because of the location of Smithfield Middle School between Hometown and the Smithfield TOD and along the Walker Creek and Cotton Belt multi-use trails, the campus seemed like a viable candidate for the Safe Routes to School program. This project will improve pedestrian mobility and focus on an efficient and effective transportation system.

Funding Source: $663,596 from TXDOT grants, $147,062 from Sidewalk Capital Projects Fund (335) Reserves.

Project Status: Project is under construction.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	03/2024	12/2025
Land/ROW Acquisition		
Construction	02/2026	09/2026
Other		
Total Schedule	03/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$729,889
Revision	2023-24	$0
Adopted Budget	2024-25	$49,769
Revision	2024-25	$0
Revision	2025-26	$31,000
Total		$810,658

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	663,596	0	0	0	$663,596
Reserves	147,062	0	0	0	$147,062
Sales Tax					
Other					
Total Funding	$810,658	$0	$0	$0	$810,658

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	100,610	0	0	0	$100,610
Land/ROW Acquisition					
Construction	663,596	0	0	0	$663,596
Other	46,452	0	0	0	$46,452
Total Costs	$810,658	$0	$0	$0	$810,658

Operating Impact

No anticipated impact.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	TEXRail Signal Timing Coordination	ST1901

Project Description

This project consists of signal timing coordination at the city's signalized intersections which will be impacted by railroad preemption as a result of the commuter rail.

Project Justification

The traffic flow at the existing signals at Iron Horse / Browning, Holiday / Mid-Cities, Davis / Main, and Precinct / Glade will be impacted by the regular closure of these roadways to accommodate train traffic once commuter rail is operational at the end of 2018. The purpose of this project is to obtain detailed modeling of the signal operations in conjunction with rail activity in order to minimize the impact of the rail traffic on area motorists.

Project Status: Staff is working with TEXRail to address final issues and evaluating additional needs.

Funding Source: $63,174 in Reserves from the General Capital Projects Fund (340).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	02/2020	09/2028
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	02/2020	09/2028

History	Fiscal Year	Amount
Adopted Budget	2018-19	$100,000
Revision	2022-23	($36,826)
Total		$63,174

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	63,174	0	0	0	$63,174
Sales Tax					
Other					
Total Funding	$63,174	$0	$0	$0	$63,174

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	63,174	0	0	0	$63,174
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$63,174	$0	$0	$0	$63,174

Operating Impact

No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Transportation Management Project Equipment (2023-24)	ST2403

Project Description

This project will continue to build on the Traffic Management Project approved in the 2019-20 CIP budget by upgrading ten intersections to be compatible with our central synchronization software. The ten intersections that will receive the upgrade will be:

Boulevard 26: Walker, NRH20, Emerald Hills, Strummer, Rodger Line, City Point, Glenview/Blaney, Vance, Rufe Snow
Glenview: Rufe Snow

The new equipment includes, controllers, vehicle detection, and communication systems. The plan is to systematically upgrade existing traffic signals each year until the entire transportation system is connected and complete.

Project Justification

The continued goals for the Traffic Division is to provide the residents with the safest and most effective and efficient transportation system. With the implementation of the new central synchronization software the Traffic Divisions goal is to continue to expand the boundaries from the initial project to better serve the residents of North Richland Hills. This system will operate using engineerdesigned timing plans that are basis for the traffic signal coordination. The software and equipment, working in concurrence, has the ability to communicate with the Service Center and Traffic Technicians, sending alerts by email or text message of a malfunctioning traffic signal, which will reduce signal malfunction down time and delays to motorist. Currently the only way staff is notified of a malfunction is by a resident making a report or by City staff observation. The program also has the capabilities to collect traffic data, which will be used to establish timing plans along these corridors based on actual demand to address traffic flow and congestion concerns.

Funding source: $215,550 General CIP Fund (340) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2023	09/2026
Other		
Total Schedule	10/2023	09/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$215,550
Total		$215,550

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	215,550	0	0	0	$215,550
Sales Tax					
Other					
Total Funding	$215,550	$0	$0	$0	$215,550

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	215,550	0	0	0	$215,550
Other					
Total Costs	$215,550	$0	$0	$0	$215,550

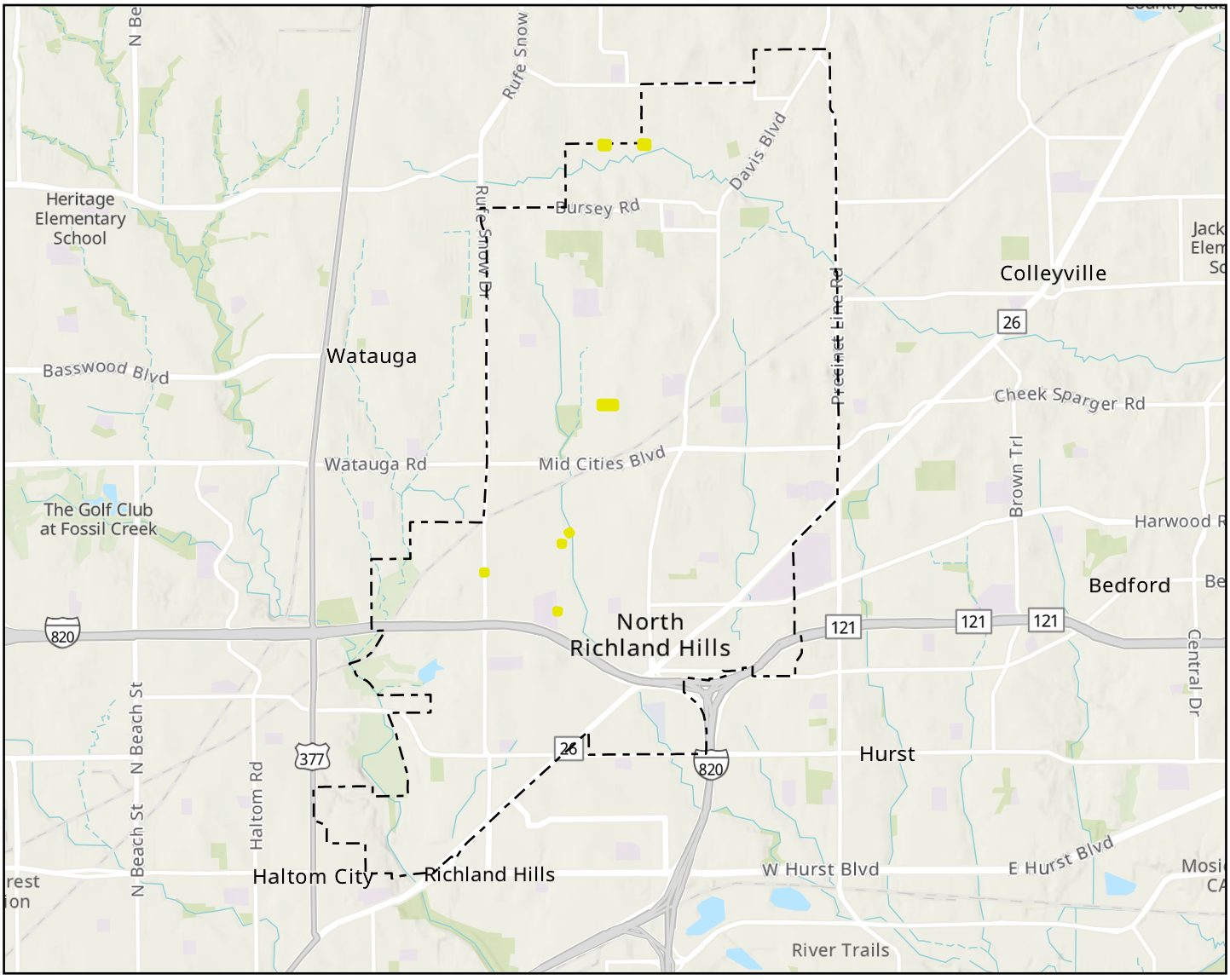
Operating Impact

N/A

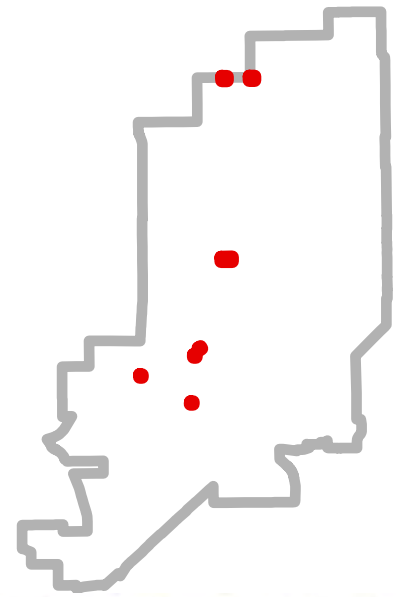
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Transportation Management Project Equipment (2025-26)







NRH

Street & Sidewalk Capital Projects

Department	Project Title	Project Number
Public Works	Transportation Management Project Equipment (2025-26)	ST2601

Project Description

This project will continue to build on the Traffic Management Project approved in the 2019-20 CIP budget by upgrading intersections to be compatible with our central synchronization software. The intersections that will receive the upgrade are: North Tarrant Parkway: Smithfield Rd, Keller Smithfield Rd; Rufe Snow: Bursey, Holiday Lane: Chapman/Meadow, Liberty Way, Trinidad Dr, Lola Dr; Iron Horse Blvd: Browning Dr.; Glenview Dr: Vance, Chapel Park, Dawn; Chapman Rd: Smithfield.

The new equipment includes installation, controllers, vehicle detection, and communication systems. The plan is to systematically upgrade existing traffic signals each year until the entire transportation system is connected and complete.

Project Justification

The continuing goal for the Traffic Division is to provide residents with the safest, most effective, and efficient transportation system. With the implementation of the new central synchronization software the Traffic Divisions goal is to continue to expand the boundaries from our initial project to better serve the residents of North Richland Hills. This system will operate using engineer-designed timing plans and real-time data through the Iteris Vantage Care Program, which is the basis for traffic signal coordination. The software and equipment working in concurrence has the ability to communicate with the Service Center and Traffic Technicians by sending alerts through email or text message of a malfunctioning traffic signal, which will reduce signal malfunction down time and delays to motorist. The program also has the capabilities to collect traffic data, which will be used to support timing plans along these corridors based on actual demand to address traffic flow.

Funding Source: $498,760 from the Traffic Safety Operating Fund (150), $52,638 from Infrastructure Reserve Fund (341) and $258,985 in Grant funding from North Texas Council of Governments (NTCOG).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	07/2026	03/2027
Other		
Total Schedule	07/2026	03/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$275,893
Revision	2025-26	$534,490
Total		$810,383

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	258,985	0	0	0	$258,985
Reserves	551,398	0	0	0	$551,398
Sales Tax					
Other					
Total Funding	$810,383	$0	$0	$0	$810,383

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	810,383	0	0	0	$810,383
Other					
Total Costs	$810,383	$0	$0	$0	$810,383

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Drainage Long Range Capital Plan
FY 2027 through FY 2037

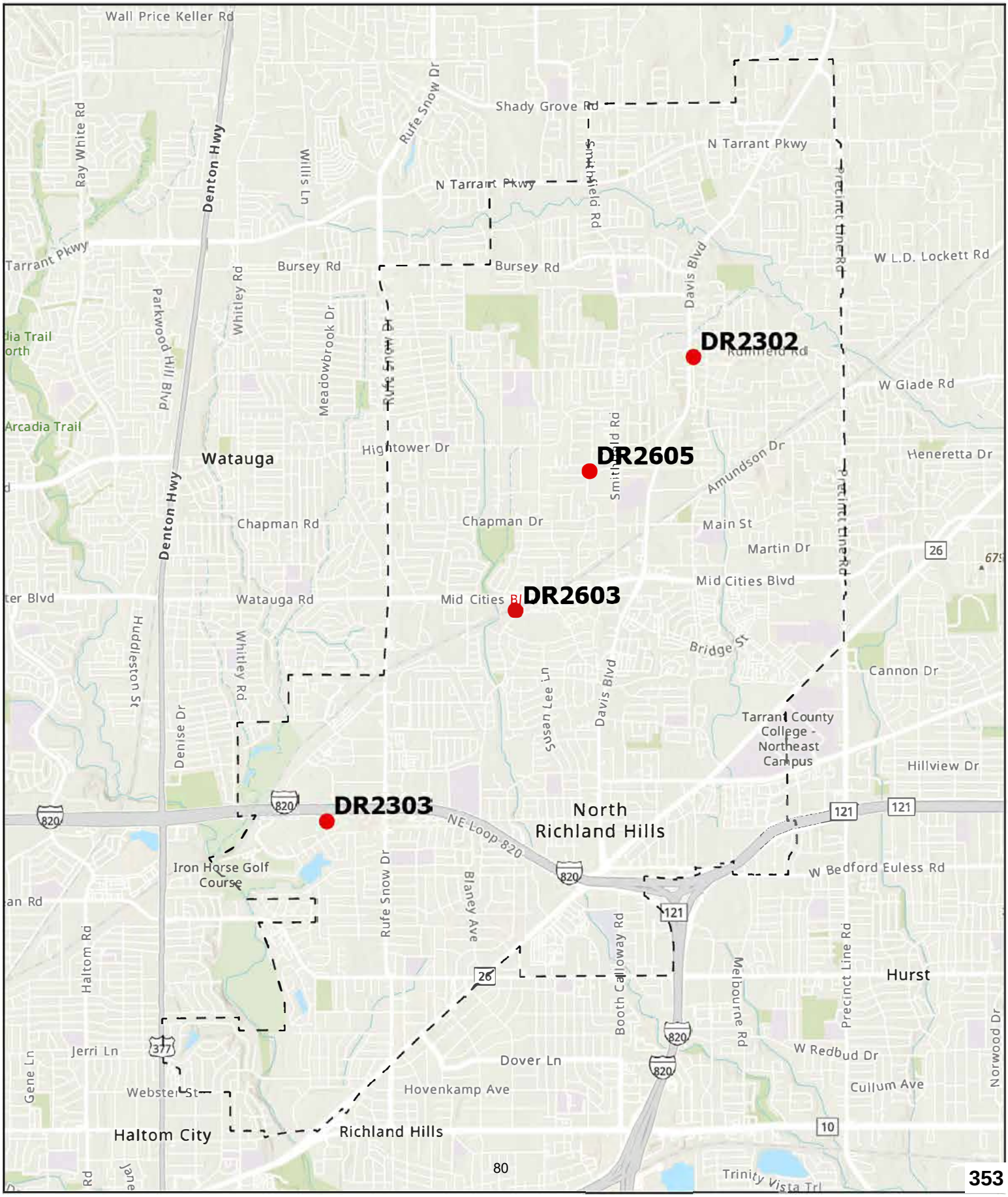
Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Continuing Projects														
DR2605	Briarwood Addition Drainage Improvements	200,000												200,000
DR2603	CB-1 Concrete Channel Repair	3,090,443												3,090,443
DR2404	Channel Cleaning for FY24	108,653												108,653
DR2303	Meadow Lakes BFC-7 Drainage Improvements	2,291,405												2,291,405
DR2604	Miscellaneous Drainage Improvements (FY26)	215,382	1,000,000											1,215,382
DR2002	North Hills Addition - Bewley Drive Drainage Improvements	57,740												57,740
DR2302	Northwest Stonybrooke Drainage Improvements	194,543												194,543
DR2501	Street Drainage Improvements Project (2024-25)	124,570												124,570
DR2602	Street Drainage Improvements Project (2025-26)	500,000												500,000
	Total Continuing Projects	**$ 6,782,736**	**$ 1,000,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,782,736**
New Projects														
DRPROG	Street Drainage Improvement Program		523,187											523,187
	Total New Projects	**$ -**	**$ 523,187**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 523,187**
Future Projects														
	Street Drainage Improvements			100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
	Odell Channel Drainage			500,000										500,000
	Storm Water Permitting Cost				100,000									100,000
	Mackey Creek Drainage Improvements						3,000,000	2,000,000	3,000,000					8,000,000
	Eden Road Drainage					3,500,000								3,500,000
	Concrete Channel at Hightower and Meadow Creek				5,000,000									5,000,000
	Meadow Road / North Forty Drainage													-
	Total Future Projects	**$ -**	**$ -**	**$ 600,000**	**$ 5,200,000**	**$ 3,600,000**	**$ 3,100,000**	**$ 2,100,000**	**$ 3,100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 18,100,000**
Total Planned Project Costs		**$ 6,782,736**	**$ 1,523,187**	**$ 600,000**	**$ 5,200,000**	**$ 3,600,000**	**$ 3,100,000**	**$ 2,100,000**	**$ 3,100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 26,405,923**
Funding Sources														
	Reserves - Drainage Utility Fund (Fund 120)	6,782,736	1,073,187	600,000		3,600,000		2,100,000		100,000	100,000	100,000	100,000	14,555,923
	Reserves - Drainage Capital (Fund 350)		450,000											450,000
	Debt Issuance				5,200,000		3,100,000		3,100,000					11,400,000
	Grant / Other													-
	Total Funding Sources	**$ 6,782,736**	**$ 1,523,187**	**$ 600,000**	**$ 5,200,000**	**$ 3,600,000**	**$ 3,100,000**	**$ 2,100,000**	**$ 3,100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 26,405,923**


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Schedule 2
Drainage Capital Projects
Budget Summary

		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
New Projects						
DRPROG	Street Drainage Improvement Program	0	523,187	0	0	$ 523,187
Total New Projects		**$ 0**	**$ 523,187**	**$ 0**	**$ 0**	**$ 523,187**
Continuing Projects						
DR2604	Miscellaneous Drainage Improvements (FY26)	215,382	1,000,000	0	0	$ 1,215,382
DR2605	Briarwood Addition Drainage Improvements	200,000	0	0	0	$ 200,000
DR2603	CB-1 Concrete Channel Repair	3,090,443	0	0	0	$ 3,090,443
DR2404	Channel Cleaning for FY24	108,653	0	0	0	$ 108,653
DR2303	Meadow Lakes BFC-7 Drainage Improvements	2,291,405	0	0	0	$ 2,291,405
DR2002	North Hills Addition - Bewley Drive Drainage Improvements	57,740	0	0	0	$ 57,740
DR2302	Northwest Stonybrooke Drainage Improvements	194,543	0	0	0	$ 194,543
DR2501	Street Drainage Improvements Project (2024-25)	124,570	0	0	0	$ 124,570
DR2602	Street Drainage Improvements Project (2025-26)	500,000	0	0	0	$ 500,000
Total Continuing Projects		**$ 6,782,736**	**$ 1,000,000**	**$ 0**	**$ 0**	**$ 7,782,736**
Total Project Costs		**$ 6,782,736**	**$ 1,523,187**	**$ 0**	**$ 0**	**$ 8,305,923**
Funding Sources						
Reserves		6,782,736	1,523,187	0	0	$ 8,305,923
Total Sources of Funds		**$ 6,782,736**	**$ 1,523,187**	**$ 0**	**$ 0**	**$ 8,305,923**

Drainage


DR2302
DR2605
DR2603
DR2303
Wall Price Keller Rd
Ray White Rd
Denton Hwy
Willis Ln
Rufe Snow Dr
Shady Grove Rd
N Tarrant Pkwy
Smithfield Rd
Precinct Line Rd
W L.D. Lockett Rd
Tarrant Pkwy
Bursey Rd
Whitley Rd
Meadowbrook Dr
Parkwood Hill Blvd
Davis Blvd
Rumfield Rd
W Glade Rd
Arcadia Trail
Watauga
Hightower Dr
Amundson Dr
Heneretta Dr
Chapman Rd
Chapman Dr
Main St
Martin Dr
Mid Cities Blvd
Watauga Rd
Huddleston St
Denise Dr
Bridge St
Cannon Dr
Susan Lee Ln
Tarrant County College - Northeast Campus
Hillview Dr
North Richland Hills
NE Loop 820
Iron Horse Golf Course
W Bedford Euless Rd
Haltom Rd
Blaney Ave
Booth Calloway Rd
Melbourne Rd
Hurst
Jerri Ln
Dover Ln
W Redbud Dr
Cullum Ave
Norwood Dr
Gene Ln
Webster St
Hovenkamp Ave
Haltom City
Richland Hills
Trinity Vista Trl
820
121
26
377
10
80

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Street Drainage Improvement Program	DRPROG

Project Description

The project consists of addressing a portion of the numerous non-grade standing water requests received by Public Works each year. This will be accomplished by removing and replacing curb and gutter systems to the proper grade that provides positive drainage along city streets. Creating positive drainage along streets can sometimes require drive approaches and sidewalks to be replaced to accommodate the new grade. Additional funding received last year eliminated a large portion of the list. The program began last year with 140 locations at a cost of $1,033,954. Currently, approximately 63 locations remain with an estimated cost of $523,187. With the additional funding, a majority of these locations should be eliminated.

Project Justification

The Public Works Department receives numerous citizen request for non-grade standing water problems along City streets each year. These request are repaired in the order in which they are received unless the severity of the grade causes a public safety issue. Standing water along City streets contributes to premature deterioration of asphalt, provides an environment for breeding mosquito's which may or may not be infected with the West Nile Virus and is unsightly and concerning to residents that live near it.

Funding Source: $450,000 Drainage Capital Projects Fund (350) Reserves and $73,187 Drainage Utility Fund (120) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	10/2027
Other		
Total Schedule	10/2026	10/2027

History	Fiscal Year	Amount
Proposed	2026-27	$523,187
Total		$523,187

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	523,187	0	0	$523,187
Sales Tax					
Other					
Total Funding	$0	$523,187	$0	$0	$523,187

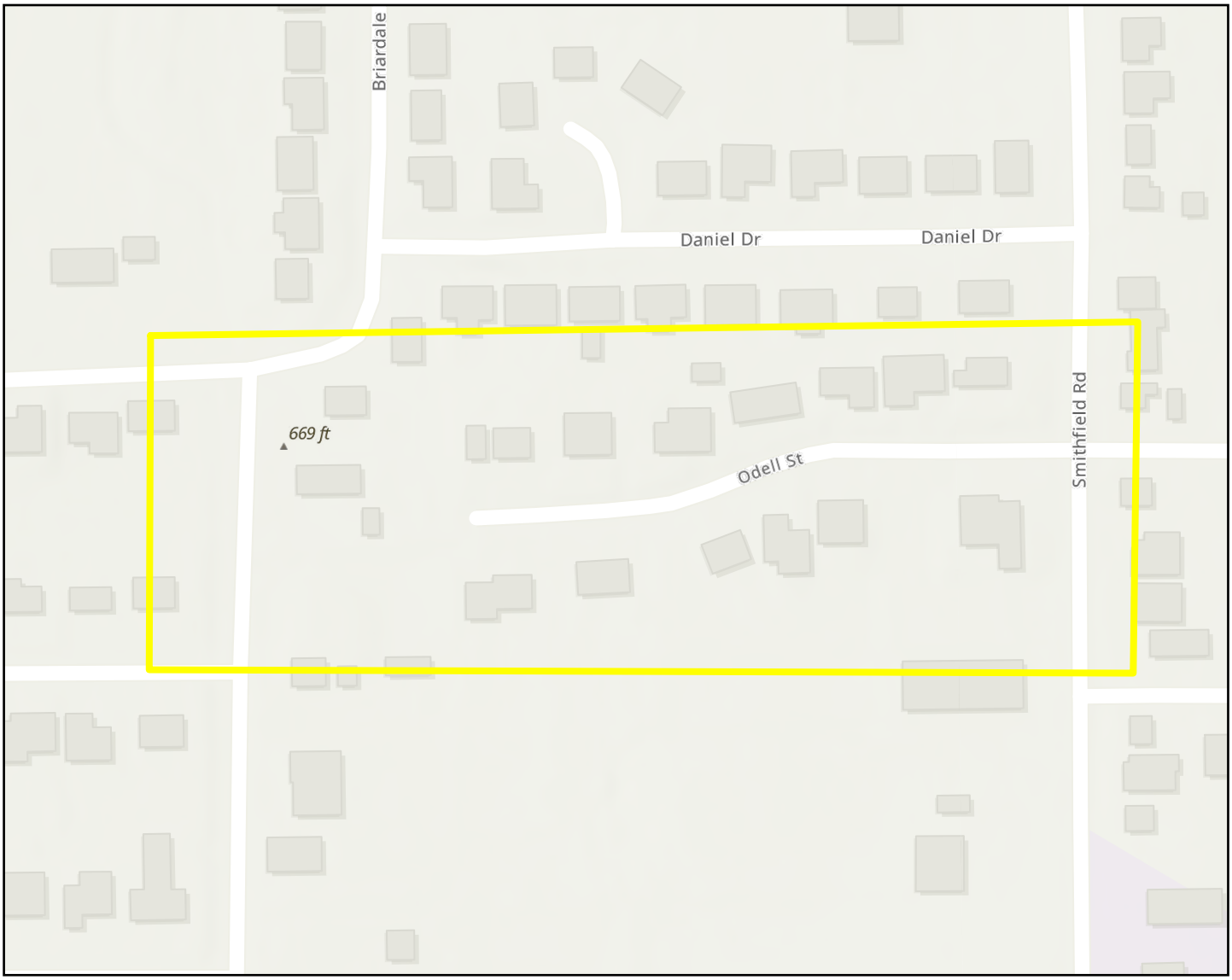
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	523,187	0	0	$523,187
Other					
Total Costs	$0	$523,187	$0	$0	$523,187

Operating Impact

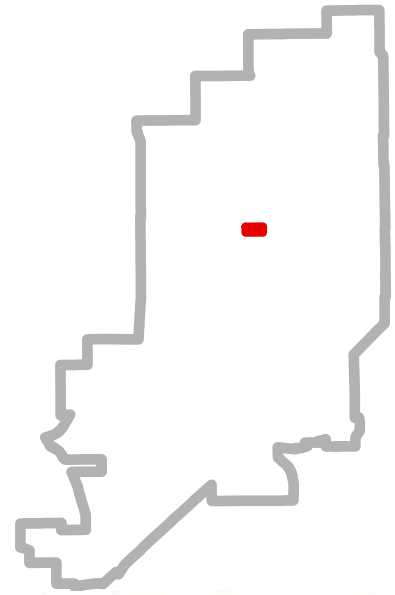
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Briarwood Addition Drainage Improvements







NRH

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Briarwood Addition Drainage Improvements	DR2605

Project Description

The project includes the design and construction of drainage infrastructure for Briarwood Addition. The Briarwood Addition drainage project involves installing drainage infrastructure to incept flow from Odell Street and Smithfield Road and convey it safely to an existing drainage system on Hewitt Street. Some easement and land acquisition services will be required.

Project Justification

This project channels drainage flow into the appropriate channelized locations and into an appropriate easement rather than onto private property.

Funding Source: $200,000 from Drainage Utility Fund (120) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2025	09/2026
Land/ROW Acquisition	10/2025	09/2026
Construction		
Other		
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$200,000
Total		$200,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	200,000	0	0	0	$200,000
Sales Tax					
Other					
Total Funding	$200,000	$0	$0	$0	$200,000

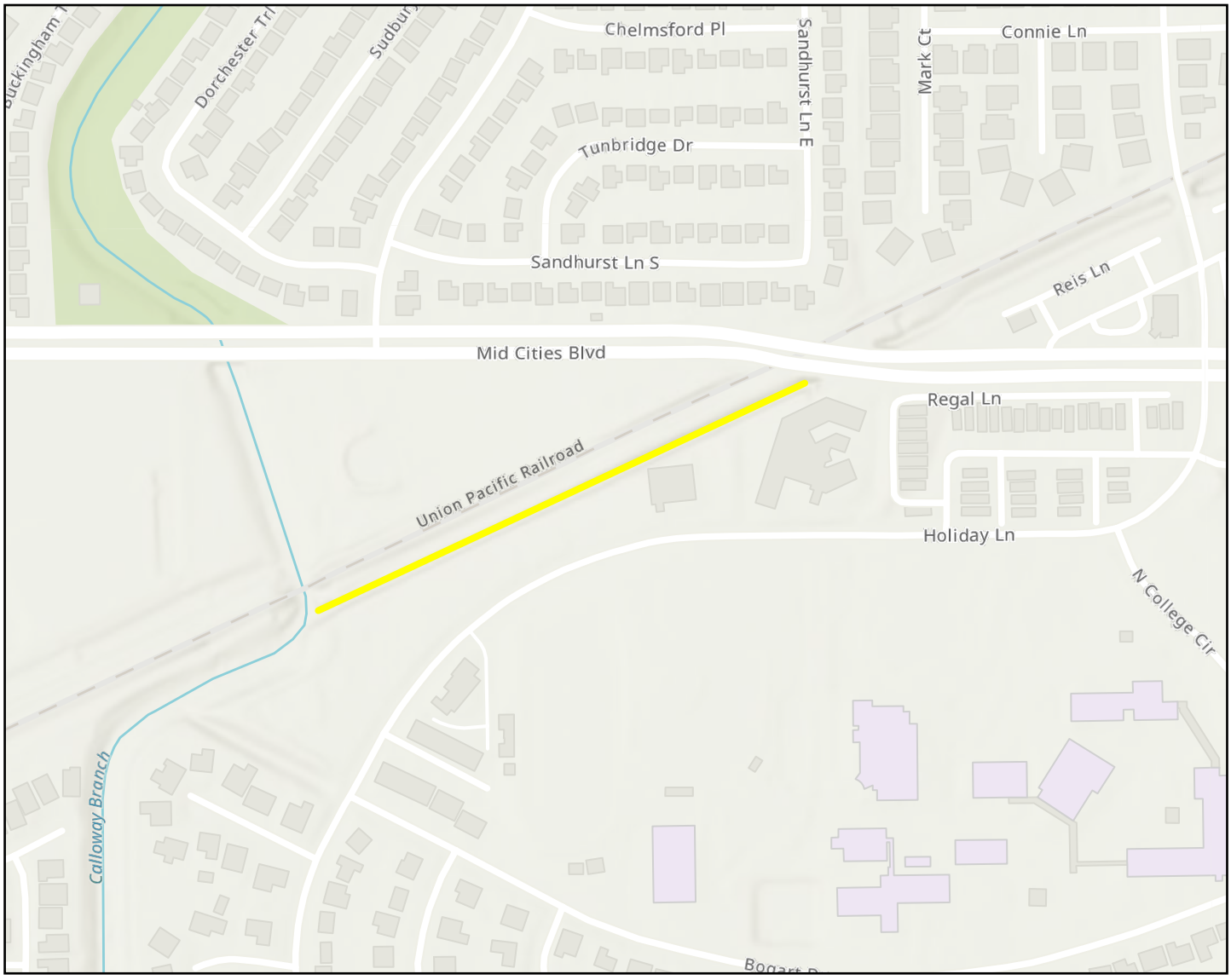
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	100,000	0	0	0	$100,000
Land/ROW Acquisition	100,000	0	0	0	$100,000
Construction					
Other					
Total Costs	$200,000	$0	$0	$0	$200,000

Operating Impact

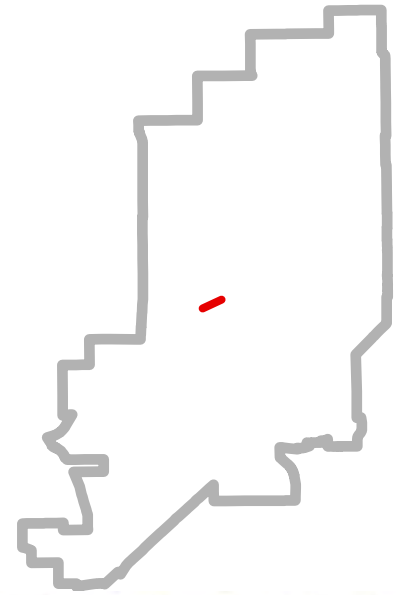
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

CB-1 Concrete Channel Repair







Drainage Capital Projects

Department	Project Title	Project Number
Public Works	CB-1 Concrete Channel Repair	DR2603

Project Description

The project consists of rehabilitation of a 1,350 linear-foot concrete-lined channel exhibiting significant structural degradation. Following the emergency repair of a 225-foot section where the channel wall had completely detached, it is evident that the remaining portions are also compromised and require immediate attention. The scope of work includes a thorough evaluation of the entire channel to assess the extent of deterioration, followed by the reconstruction of weakened sections to restore structural integrity. This will involve removing and replacing damaged concrete walls and inverts, enhancing reinforcement, and implementing measures to prevent future erosion and structural failures.

Project Justification

The integrity of the concrete-lined channel is vital for effective storm water conveyance and erosion control within the community. The recent emergency repair, currently under construction, addresses only the most critical failure; however, inspections have revealed that the remaining 1,125 feet of the channel are exhibiting signs of distress, including cracking, spalling, and minor separations. If left unaddressed, these issues could escalate, leading to further structural failures, impaired water flow, and increased soil erosion, which may compromise adjacent properties and infrastructure. Proactive rehabilitation of the entire channel will ensure its long-term functionality, prevent costly emergency interventions, and uphold public safety and environmental standards. Investing in this comprehensive repair now will mitigate the risk of more severe damage and higher expenses in the future.

Funding Source: $3,090,443 from Drainage Utility Fund (120) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2025	03/2027
Land/ROW Acquisition		
Construction	03/2027	09/2028
Other		
Total Schedule	10/2025	09/2028

History	Fiscal Year	Amount
Adopted Budget	2025-26	$3,000,000
Revision	2025-26	$90,443
Total		$3,090,443

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	3,090,443	0	0	0	$3,090,443
Sales Tax					
Other					
Total Funding	$3,090,443	$0	$0	$0	$3,090,443

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	250,000	0	0	0	$250,000
Land/ROW Acquisition					
Construction	2,840,443	0	0	0	$2,840,443
Other					
Total Costs	$3,090,443	$0	$0	$0	$3,090,443

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Channel Cleaning for FY24	DR2404

Project Description

This is a recurring program that consists of cleaning out sediment buildup within the city's earthen channels. The project also includes restoring positive flow along street gutter lines to address ponding.

Project Justification

The sediment removal will restore drainage conveyance capacity needed in the earthen channels, as well as address pockets of standing water within the channels that can be created by silt buildup blocking low flows. This work is necessary to meet requirements of the city's Flood Damage Prevention Ordinance.

In addition, City staff receives numerous calls each year concerning ponding issues along gutter lines. This program has successfully resolved dozens of these issues in recent years. There are approximately 50 streets with known standing water problems at this time.

Funding Source: $108,653 from Drainage Utility Fund (120) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2023	09/2026
Other		
Total Schedule	10/2023	09/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$100,000
Revision	2025-26	$8,653
Total		$108,653

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	108,653	0	0	0	$108,653
Sales Tax					
Other					
Total Funding	$108,653	$0	$0	$0	$108,653

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	108,653	0	0	0	$108,653
Other					
Total Costs	$108,653	$0	$0	$0	$108,653

Operating Impact

N/A

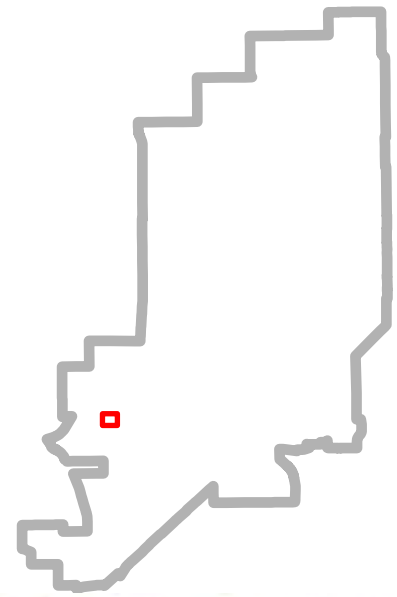
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Meadow Lakes BFC-7 Drainage Improvements







NRH

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Meadow Lakes BFC-7 Drainage Improvements	DR2303

Project Description

This project consists of upsizing and augmenting the existing storm drain system from north of Surrey Court to the outfall in the eastern lake in the Meadow Lakes neighborhood. The engineering firm that performed the flood study provided three infrastructure alternatives, including a regional detention pond immediately south of the Loop 820 frontage road and two different underground storm drain alignments in excess of 1,500 linear feet within the Meadow Lakes Addition to convey stormwater from the north into the upper lake behind the homes on Lake Side Circle and Pebble Court.

Project Justification

The recently completed BFC-7 flood study indicates that the existing storm drain system is undersized, and 15 residential lots are currently within the FEMA designated floodplain. The study provided three infrastructure alternatives to mitigate the drainage issues.

Funding Source: $2,291,405 from Drainage Utility Fund Reserves (120).

Project Status: As of February 2026, this project is in design.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	01/2023	09/2026
Land/ROW Acquisition	05/2025	09/2026
Construction	10/2026	09/2027
Other		
Total Schedule	01/2023	09/2027

History	Fiscal Year	Amount
Adopted Budget	2022-23	$1,200,000
Revision	2022-23	($187,347)
Revision	2024-25	$0
Revision	2025-26	$1,278,752
Total		$2,291,405

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	2,291,405	0	0	0	$2,291,405
Sales Tax					
Other					
Total Funding	$2,291,405	$0	$0	$0	$2,291,405

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	206,379	0	0	0	$206,379
Land/ROW Acquisition	61,050	0	0	0	$61,050
Construction	2,023,976	0	0	0	$2,023,976
Other					
Total Costs	$2,291,405	$0	$0	$0	$2,291,405

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Miscellaneous Drainage Improvements (FY26)	DR2604

Project Description

The project includes the design and construction of drainage infrastructure on North Electric Trail near Irish Drive and Valley Drive. The North Electric Trail near Irish Drive project involves grading a swale along the south side of the trail to send overland flow towards the right-of-way (ROW). The Valley Drive project involves bar ditch grading along Valley Drive, as well as the installation of permanent drainage infrastructure to eliminate public water entering onto private property.

Project Justification

As a result of severe storm events in 2022, several drainage hotspots were identified where infrastructure improvements are needed to mitigate flooding risk or improve the drainage of the area. The infrastructure needed in each area is not large enough to constitute a stand-alone Drainage CIP project, but when bundled together the areas addressed will provide economies of scale for both design and construction. These properties receive a considerable amount of stormwater runoff during heavy rain events, with insufficient drainage infrastructure as would be required under current drainage standards to safely convey runoff in the vicinity of residential properties.

Funding Source: $1,215,382 from Drainage Utility Fund (120) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2025	04/2027
Land/ROW Acquisition		
Construction	04/2027	09/2028
Other		
Total Schedule	10/2025	09/2028

History	Fiscal Year	Amount
Adopted Budget	2025-26	$150,000
Revision	2025-26	$65,382
Proposed	2026-27	$1,000,000
Total		$1,215,382

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	215,382	1,000,000	0	0	$215,382
Sales Tax					
Other					
Total Funding	$215,382	$1,000,000	$0	$0	$215,382

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	50,000	0	0	0	$50,000
Land/ROW Acquisition					
Construction	165,382	1,000,000	0	0	$165,382
Other					
Total Costs	$215,382	$1,000,000	$0	$0	$215,382

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	North Hills Addition - Bewley Drive Drainage Improvements	DR2002

Project Description

This project consists of designing and constructing public drainage improvements serving a portion of the North Hills Subdivision. This area was developed decades ago with no underground drainage. The scope of the improvements consists of installing approximately 450 LF of concrete flume, installing grouted rock riprap at the end of the flume to prevent erosion.

Project Justification

This project will address property damage due to flooding where stormwater runoff leaves an unimproved drainage easement.

Funding Source: Drainage Utility Fund (120).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	02/2020	03/2028
Land/ROW Acquisition		
Construction	04/2023	09/2028
Other		
Total Schedule	02/2020	09/2028

History	Fiscal Year	Amount
Adopted Budget	2019-20	$65,000
Revision	2023-24	($7,260)
Total		$57,740

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	57,740	0	0	0	$57,740
Sales Tax					
Other					
Total Funding	$57,740	$0	$0	$0	$57,740

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	15,000	0	0	0	$15,000
Land/ROW Acquisition					
Construction	42,740	0	0	0	$42,740
Other					
Total Costs	$57,740	$0	$0	$0	$57,740

Operating Impact

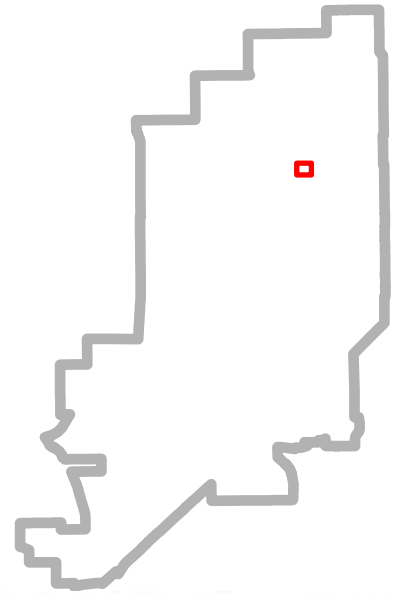
No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Northwest Stonybrooke Drainage Improvements







NRH

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Northwest Stonybrooke Drainage Improvements	DR2302

Project Description

This project will install a structure to intercept flow from the duplex properties along Davis Boulevard and convey it safely downstream. Included in the scope of work for this project is the acquisition of drainage easements as there are currently no public drainage easements established.

Project Justification

The homes and duplexes in the southeast quadrant of the David / Rumfield intersection were constructed beginning in the late 1970s. The west to east drainage pattern is concentrated at 2-3 discharge points, creating issues for downstream properties on Hillcrest Court and on Rumfield Road. The downstream property owners on Hillcrest Court and those on Rumfield deal with a considerable amount of stormwater runoff during heavy rain events, with no underlying drainage easements or infrastructure as would be required under current drainage standards to convey offsite flow.

Funding Source: $212,000 from Drainage Utility Fund (120) Reserves.

Project Status: As of February 2026, this project is in design.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	01/2023	07/2028
Land/ROW Acquisition		
Construction	08/2023	09/2028
Other		
Total Schedule	01/2023	09/2028

History	Fiscal Year	Amount
Adopted Budget	2022-23	$212,000
Revision	2022-23	$0
Revision	2023-24	($17,457)
Total		$194,543

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	194,543	0	0	0	$194,543
Sales Tax					
Other					
Total Funding	$194,543	$0	$0	$0	$194,543

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	55,200	0	0	0	$55,200
Land/ROW Acquisition					
Construction	139,343	0	0	0	$139,343
Other					
Total Costs	$194,543	$0	$0	$0	$194,543

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Street Drainage Improvements Project (2024-25)	DR2501

Project Description

The project addresses a portion of the numerous non-grade standing water request Public Works receives each year. This will be accomplished by removing and replacing curb and gutter systems to an adequate grade that provides positive drainage along City streets. Creating positive drainage along streets can sometimes require replacement of drive approaches and sidewalks to accommodate the new grade. When this annual investment was initially approved, the list of streets to be repaired included 193 locations at an estimated cost of $640,000. The current list is comprised of 166 locations at an estimated cost of $510,343. This project could be considered an annual project until such time as the list of requests is completed or until the list can be accomplished within the operating budget.

Project Justification

The Public Works Department receives numerous citizen request for non-grade standing water problems along City streets each year. These request are repaired in the order in which the requests are received unless the severity of the grade causes a public safety issue. Within the operating budget there are only so many request the department can complete due to budget constraints which leaves numerous repairs remaining on the list each year. Standing water along City streets contributes to premature deterioration of asphalt, provides an environment for breeding mosquitoes which may or may not be infected with the West Nile Virus, and is unsightly and concerning to residents that live near it.

Funding Source: $124,570 from Drainage Utility Fund Reserves (120).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$100,000
Revision	2024-25	$24,570
Total		$124,570

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	124,570	0	0	0	$124,570
Sales Tax					
Other					
Total Funding	$124,570	$0	$0	$0	$124,570

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	124,570	0	0	0	$124,570
Other					
Total Costs	$124,570	$0	$0	$0	$124,570

Operating Impact

Not applicable.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Drainage Capital Projects

Department	Project Title	Project Number
Public Works	Street Drainage Improvements Project (2025-26)	DR2602

Project Description

The project would consist of addressing a portion of the numerous non-grade standing water requests Public Works receives each year. This would be accomplished by removing and replacing curb and gutter systems to an adequate grade that provides positive drainage along City streets. Creating positive drainage along streets can sometimes require drive approaches and sidewalks to be replaced as well to accommodate the new grade. When this project was initially approved the list of streets that required repair was 193 locations at the cost of $640,000. The current list is comprised of 140 locations at the cost of $1,033,954. This project has been an annual project for several years and staff have been unable to diminish the current list with new location requests being added every year. The provided cost covers completing the list of locations needing concrete work to address non-grade standing water issues.

Project Justification

The Public Works Department receives numerous citizen requests for non-grade standing water problems along City streets each year. These request are repaired in the order the requests are received unless the severity of the grade causes a public safety issue. Within the department's operating budget there are only so many requests staff can complete due to budget constraints, which leaves numerous repairs remaining on the list each year. Standing water along City streets contributes to premature deterioration of asphalt and provides an environment for breeding mosquitoes, which may or may not be infected with the West Nile Virus. Additionally, the standing water is unsightly and concerning to residents that live near it.

Funding Source: $500,000 transfer from Drainage Utility Fund (120) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2026
Other		
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$500,000
Total		$500,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	500,000	0	0	0	$500,000
Sales Tax					
Other					
Total Funding	$500,000	$0	$0	$0	$500,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	500,000	0	0	0	$500,000
Other					
Total Costs	$500,000	$0	$0	$0	$500,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Utility Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Continuing Projects														
UT0201	Big Fossil Creek Wastewater Outfall	2,166,888												2,166,888
UT1902	Main / Snider / Center Utility Project	225,000	475,794											700,794
UT2008	Conn Pump Station Pump and Electrical Rehabilitation	2,534,310												2,534,310
UT2101	Small Water Main Replacements (2021)	462,066												462,066
UT2102	Miscellaneous Water/Sewer Main Replacement (2021)	451,568												451,568
UT2206	Big Fossil Interceptor Rehabilitation Project	2,930,615	2,705,721											5,636,336
UT2207	Tyson 12" and 10" Sanitary Sewer By-Pass Line	2,211,860												2,211,860
UT2301	Watauga Road 24" Transmission Main	6,150,000		10,000,000										16,150,000
UT2302	Lead and Copper Service Line Assessment	479,090												479,090
UT2304	Cellular Meter Reading Project	6,611,719												6,611,719
UT2306	Impact Fee Update	160,000												160,000
UT2401	Watauga Pump Station Electrical Improvements	199,000												199,000
UT2403	Conn Pump Station Permanent Generator	1,250,000												1,250,000
UT2501	Water Valve Replacement Project	135,000												135,000
UT2502	Watauga Pump Station Generator Project	1,600,000												1,600,000
UT2601	Watauga Ground Storage Tank Rehabilitation	1,200,000												1,200,000
UT2605	Utility Infrastucture Master Plan	300,000												300,000
	Total Continuing Projects	**$ 29,067,116**	**$ 3,181,515**	**$ 10,000,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 42,248,631**
New Projects														
UTPROG	AC Water Line Replacement Program		500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	10,500,000
UT2705	Holiday Lane Water Line Crossing		720,000											720,000
UT2702	Johnson Ground Storage Reservoir Replacement		430,000											430,000
UT2707	Stanley Keller Pump Station Evaluation		415,000											415,000
UT2706	Watauga Pump Station Design		420,000	4,000,000										4,420,000
	Total New Projects	**$ -**	**$ 2,485,000**	**$ 5,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 1,000,000**	**$ 16,485,000**
Future Projects: Water														
	12" WL Replace West side of Blvd 26 (Trailhead - 7661 Blvd 26) 2050LF			859,650										859,650
	Conn Ground Potable Water Storage Tank Rehabilitation				1,500,000									1,500,000
	12" WL Blvd 26 - Harwood to Parker Blvd & PRV (Proj #2) 4500LF				2,228,500									2,228,500
	Amundson EST - Blast and Coat					1,500,000								1,500,000
	Johnson Pump Station Permanent Generator					650,000								650,000
	Stanley-Keller Road Pump Station Replacement					3,000,000								3,000,000
	16" WL along Jannetta south down Cummings to Rivera (Proj #5) 3600LF						1,980,000							1,980,000
	Stanley Keller Pump Station Permanent Generator						1,300,000							1,300,000
	Shady Grove Water Storage Tank Improvements							1,500,000						1,500,000
	16" WL along Jannette - Cummings to Davis Blvd (Proj #8) 3200LF							1,872,000						1,872,000
	16" WL on Smithfield Rd from Mid - Cities to Starnes Rd (Proj #4) 7600LF								4,376,000					4,376,000
	16" WL Clark, Colorado & Harwood (Proj #10) 4600LF									2,582,000				2,582,000
	24" Water Line on Eden Road (Hightower - Amundson EST.)									2,150,400				2,150,400
	Bursey EST - Blast and Coat										1,500,000			1,500,000

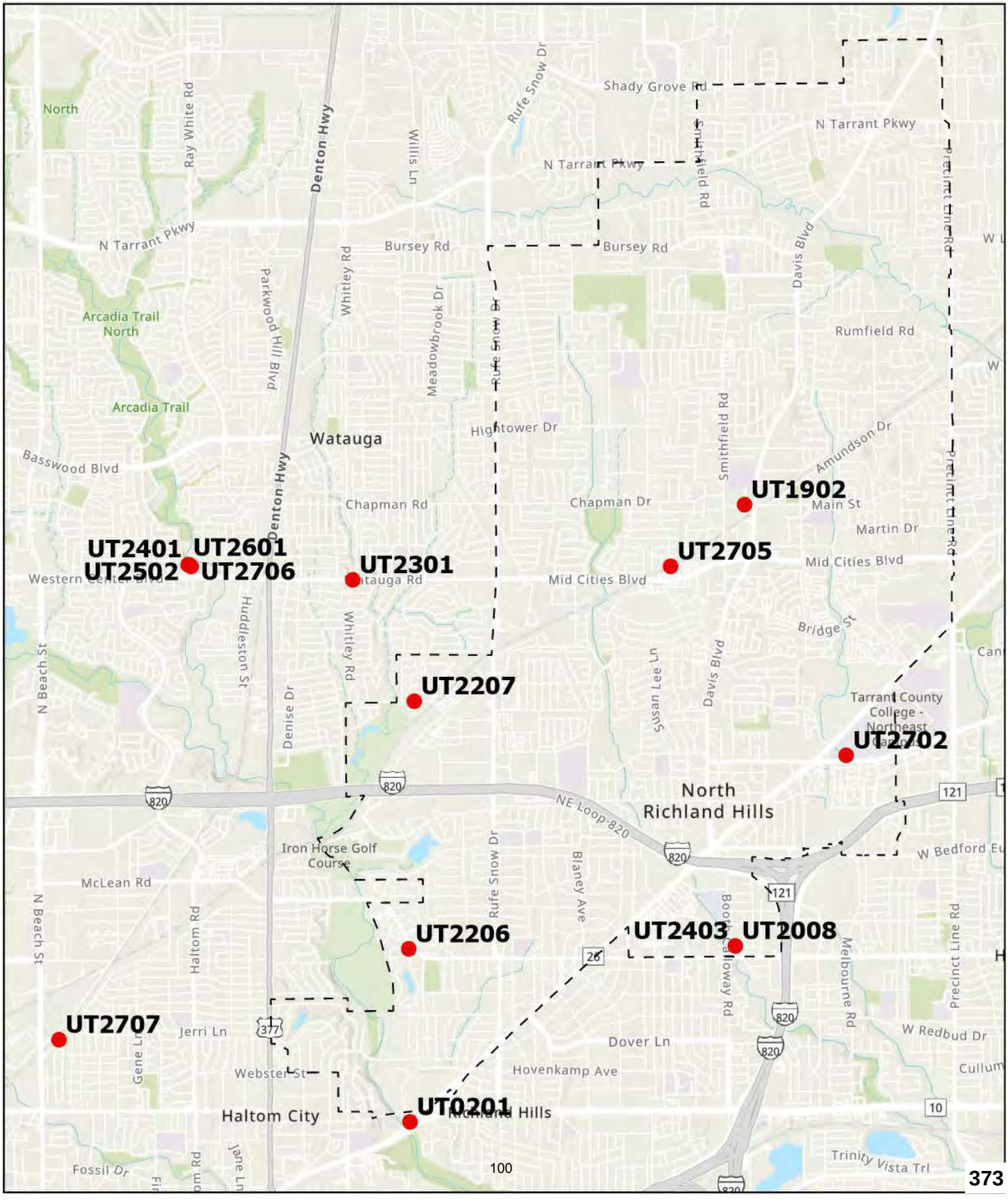
Utility Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
	Proposed 12" Water Line along Eagle Crest Drive (Proj #12) 713LF										335,195			335,195
	16" WL Upsize 12" along Precinct Line & NTP (Proj #17) 12000LF										4,400,000			4,400,000
	Proposed 20" Water Line along Mid Cities Boulevard (Proj #6) 8250LF											5,635,500		5,635,500
	Starnes EST - Blast and Coat											1,500,000		1,500,000
	Sanitary Sewer System Rehabilitation of Main Lines			1,500,000		1,500,000		1,500,000		1,500,000		1,500,000		7,500,000
	Manhole Rehab Project				1,500,000		1,500,000		1,500,000		1,500,000		1,500,000	7,500,000
	Aegon Lift Station Permanent Generator Rehab				390,610									390,610
	12" Sewer Line on Emerald Hills Drive in Norwich Park (Emerald Hills Way - Irish Spring Dr.) 900ft					550,000								550,000
	18" & 21" WW Line along Little Ranch Road (Line 6)						2,000,000							2,000,000
	30" Interceptor Replacement along Holiday Lane (Line 5)							1,000,000						1,000,000
	15" & 12" WW Line East along Whitfield Ct. (Line 7)								3,700,000					3,700,000
	24" Interceptor in creek near Holiday Lane (Line 11 in Master Plan)									3,000,000				3,000,000
	27" & 30" WW Line going south from Boulevard 26 (Line 9 in Master Plan)										2,500,000			2,500,000
	12" and 15" Interceptor Replacement in Maplewood & Susan Lee (Line 4) 3400ft											1,779,120		1,779,120
	Total Future Projects	**$ -**	**$ -**	**$ 2,359,650**	**$ 5,619,110**	**$ 7,200,000**	**$ 6,780,000**	**$ 5,872,000**	**$ 9,576,000**	**$ 9,232,400**	**$ 10,235,195**	**$ 10,414,620**	**$ 1,500,000**	**$ 68,788,975**
Total Planned Project Costs		**$ 29,067,116**	**$ 5,666,515**	**$ 17,359,650**	**$ 6,619,110**	**$ 8,200,000**	**$ 7,780,000**	**$ 6,872,000**	**$ 10,576,000**	**$ 10,232,400**	**$ 11,235,195**	**$ 11,414,620**	**$ 2,500,000**	**$ 127,522,606**
Funding Sources														
	Reserves - Utility Operations (Fund 410)	7,541,602	5,246,515	3,359,650	2,890,610	3,700,000	2,500,000	2,500,000	2,500,000	2,500,000	4,000,000	4,000,000	2,500,000	43,238,377
	Reserves - Utility Capital (Fund 412)	1,370,379	420,000											1,790,379
	Reserves - Water Impact Fee (Fund 415)													-
	Reserves - Sewer Impact Fee (Fund 417)	3,075,000												3,075,000
	Debt Issuance	14,311,270		14,000,000	3,728,500	4,500,000	5,280,000	4,372,000	8,076,000	7,732,400	7,235,195	7,414,620		76,649,985
	Grant / Other	2,768,865												2,768,865
	Total Funding Sources	**$ 29,067,116**	**$ 5,666,515**	**$ 17,359,650**	**$ 6,619,110**	**$ 8,200,000**	**$ 7,780,000**	**$ 6,872,000**	**$ 10,576,000**	**$ 10,232,400**	**$ 11,235,195**	**$ 11,414,620**	**$ 2,500,000**	**$ 127,522,606**

Schedule 3
Utility Capital Projects
Budget Summary

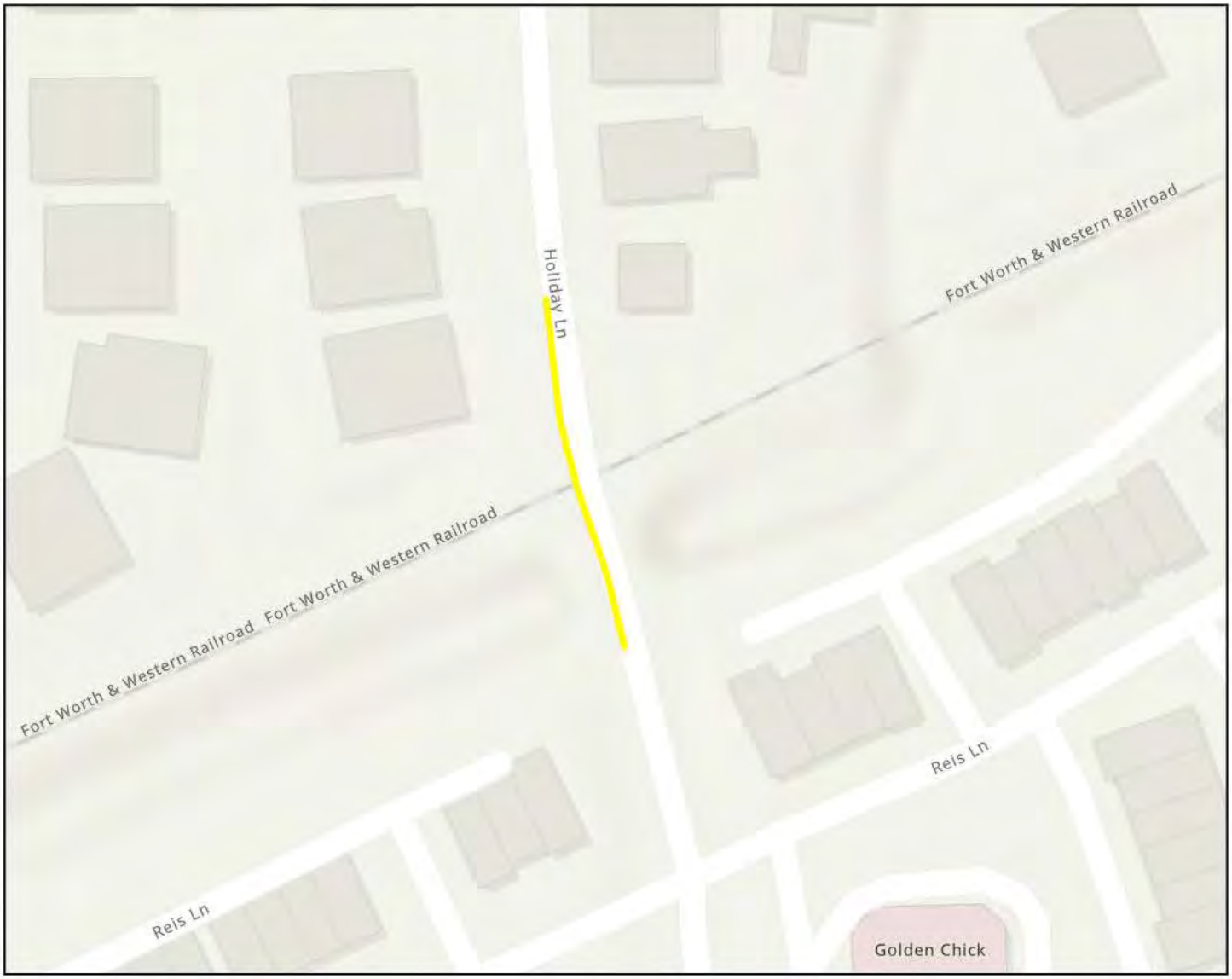
		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
New Projects						
UT2705	Holiday Lane Water Line Crossing	0	720,000	0	0	$ 720,000
UTPROG	AC Water Line Replacement Program	0	500,000	0	0	$ 500,000
UT2702	Johnson Ground Storage Reservoir Replacement	0	430,000	0	0	$ 430,000
UT2706	Watauga Pump Station Design	0	420,000	0	0	$ 420,000
UT2707	Stanley Keller Pump Station Evaluation	0	415,000	0	0	$ 415,000
Total New Projects		**$ 0**	**$ 2,485,000**	**$ 0**	**$ 0**	**$ 2,485,000**
Continuing Projects						
UT2206	Big Fossil Interceptor Rehabilitation Project	3,074,652	2,705,721	0	0	$ 5,780,373
UT1902	Main / Snider / Center Utility Project	225,000	475,794	0	0	$ 700,794
UT0201	Big Fossil Creek Wastewater Outfall	2,166,888	0	0	0	$ 2,166,888
UT2304	Cellular Meter Reading Project	6,611,719	0	0	0	$ 6,611,719
UT2403	Conn Pump Station Permanent Generator	1,250,000	0	0	0	$ 1,250,000
UT2008	Conn Pump Station Pump and Electrical Rehabilitation	2,534,310	0	0	0	$ 2,534,310
UT2306	Impact Fee Update	160,000	0	0	0	$ 160,000
UT2302	Lead and Copper Service Line Assessment	479,090	0	0	0	$ 479,090
UT2101	Small Water Main Replacements (2021)	466,515	0	0	0	$ 466,515
UT2207	Tyson 12" and 10" Sanitary Sewer By-Pass Line	2,211,860	0	0	0	$ 2,211,860
UT2605	Utility Infrastructure Master Plan	300,000	0	0	0	$ 300,000
UT2601	Watauga Ground Storage Tank Rehabilitation	1,200,000	0	0	0	$ 1,200,000
UT2401	Watauga Pump Station Electrical Improvements	199,000	0	0	0	$ 199,000
UT2502	Watauga Pump Station Generator Project	1,600,000	0	0	0	$ 1,600,000
UT2301	Watauga Road 24" Transmission Main	6,150,000	0	0	0	$ 6,150,000
UT2501	Water Valve Replacement Project	135,000	0	0	0	$ 135,000
Total Continuing Projects		**$ 28,764,034**	**$ 3,181,515**	**$ 0**	**$ 0**	**$ 31,945,549**
Total Project Costs		**$ 28,764,034**	**$ 5,666,515**	**$ 0**	**$ 0**	**$ 34,430,549**
Funding Sources						
Certificates of Obligation		14,311,270	0	0	0	$ 14,311,270
Federal/State Grants		0	0	0	0	$ 0
Reserves		12,813,374	5,666,515	0	0	$ 18,479,889
Other		1,639,390	0	0	0	$ 1,639,390
Total Sources of Funds		**$ 28,764,034**	**$ 5,666,515**	**$ 0**	**$ 0**	**$ 34,430,549**

Utility


UT1902
UT2705
UT2401
UT2601
UT2502
UT2706
UT2301
UT2207
UT2702
UT2206
UT2403
UT2008
UT2707
UT0201
Watauga
North Richland Hills
Haltom City
Denton Hwy
Parkwood Hill Blvd
Whitley Rd
Rufe Snow Dr
Meadowbrook Dr
Willis Ln
Smithfield Rd
Davis Blvd
Precinct Line Rd
Bursey Rd
N Tarrant Pkwy
Shady Grove Rd
Rumfield Rd
Amundson Dr
Hightower Dr
Chapman Rd
Chapman Dr
Main St
Martin Dr
Mid Cities Blvd
Bridge St
Susan Lee Ln
Tarrant County College - Northeast
Arcadia Trail North
Arcadia Trail
Basswood Blvd
Western Center Blvd
Huddleston St
Denise Dr
N Beach St
Ray White Rd
North
Iron Horse Golf Course
McLean Rd
Haltom Rd
Rufe Snow Dr
Blaney Ave
NE Loop 820
Boothe Calloway Rd
Melbourne Rd
W Bedford Euless Rd
W Redbud Dr
Dover Ln
Hovenkamp Ave
Webster St
Jerri Ln
Gene Ln
Fossil Dr
Jane Ln
Trinity Vista Trl
Cullum
820
121
26
377
10


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Holiday Lane Water Line Crossing







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Holiday Lane Water Line Crossing	UT2705

Project Description

This project consists of boring beneath the railroad crossing north of Mid-Cities on Holiday Lane to install a new 8-inch PVC waterline, encased in a larger protective pipe to ensure durability and protection at the crossing.

Project Justification

The existing 8-inch cast iron waterline has experienced a failure that resulted in a hole in the pipe, requiring staff to isolate two valves and shut down the crossing to prevent continued water loss. Leaving this condition unaddressed presents a potential water quality concern and operational risk to the system.

This project will require coordination with DART, as the work will occur within and cross the railroad right-of-way. Due to the depth of the bore and the location beneath the railroad crossing, the work will require engineered design and the use of a specialized contractor to safely and effectively complete the installation.

Funding Source: $720,000 from Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2026	03/2028
Land/ROW Acquisition		
Construction	06/2027	03/2028
Other		
Total Schedule	10/2026	03/2028

History	Fiscal Year	Amount
Proposed	2026-27	$720,000
Total		$720,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	720,000	0	0	$720,000
Sales Tax					
Other					
Total Funding	$0	$720,000	$0	$0	$720,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	0	120,000	0	0	$120,000
Land/ROW Acquisition					
Construction	0	600,000	0	0	$600,000
Other					
Total Costs	$0	$720,000	$0	$0	$720,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Utility Capital Projects

Department	Project Title	Project Number
Public Works	AC Water Line Replacement Program	UTPROG

Project Description

This program will replace all asbestos cement (AC) water distribution lines ranging in size from 4" to 12". The work will be completed using third-party contractors and city employees employing a variety of replacement methods, depending on site conditions. The City currently has approximately 147,828 linear feet (28 miles) of AC pipe remaining in service. Current cost estimates are approximately $281 per linear foot. The program is budgeted at $1,000,000 per fiscal year for the next five years.

Project Justification

The use of asbestos concrete pipes was phased out by manufacturers in the late 1970s and early 1980s. With a life expectancy between 50-70 years these pipes are nearing the end of their life cycle. Fifty percent of NRH water main breaks are on AC lines due to seasonal shifting soils and aging pipe material. Updating these lines to PVC brings the utilities up to date with current design manual standards and extends the life expectancy to 100 years under normal operating conditions.

Funding Source: $500,000 from Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$500,000
Total		$500,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	500,000	0	0	$500,000
Sales Tax					
Other					
Total Funding	$0	$500,000	$0	$0	$500,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	500,000	0	0	$500,000
Other					
Total Costs	$0	$500,000	$0	$0	$500,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Johnson Ground Storage Reservoir Replacement







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Johnson Ground Storage Reservoir Replacement	UT2702

Project Description

This project will replace the Johnson Ground Storage Tank. This tank was acquired by the City of North Richland Hills from the City of Colleyville and installed as a water tank in 1983, however, the structure itself predates that installation, making it significantly older than the recorded install date. Project will include the demolition and removal of the existing 1.5-million-gallon ground storage tank and construction of a new, modern replacement tank at the same site. The new facility will be designed to meet current regulatory standards, improve operational reliability and maintain adequate storage capacity to support system demand.

Project Justification

The existing Ground Storage Tank (GST) was installed as a used tank in 1983 and re-coated at that time and again in 2001 with a Tnemec exterior system and interior epoxy lining. The tank has now reached the end of its service life. In late 2024, the City completed an Extensive Tank Evaluation performed by Birkhoff, Hendricks & Carter, L.L.P., Professional Engineers, with the final report issued in early 2025. The evaluation identified significant structural and operational deficiencies. Key findings include:The 36-inch man-way is leaking. The tank leaks when filled above approximately 20 feet, limiting available storage capacity. The upper vertical shell wall is caving inward, indicating structural instability. Substantial interior and exterior corrosion is present. Roof rafters and welded seams show deterioration. These conditions demonstrate that the tank is no longer structurally reliable and presents risks to system reliability and operational continuity. Continued operation increases the likelihood of failure and unplanned service disruptions. The engineering firm's recommendation and report supports the full replacement of the GST in 2027.

Funding Source: $430,000 from Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2026	04/2027
Engineering/Design		
Land/ROW Acquisition		
Construction	05/2027	03/2028
Other		
Total Schedule	10/2026	03/2028

History	Fiscal Year	Amount
Proposed	2026-27	$430,000
Total		$430,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	430,000	0	0	$430,000
Sales Tax					
Other					
Total Funding	$0	$430,000	$0	$0	$430,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	0	430,000	0	0	$430,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$0	$430,000	$0	$0	$430,000

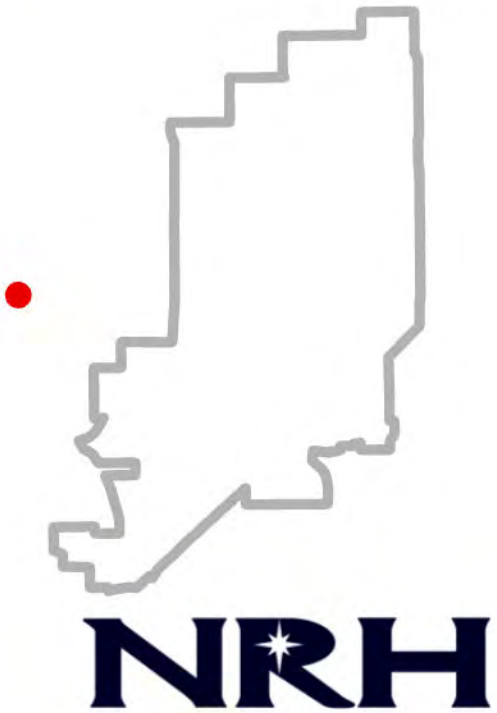
Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Watauga Pump Station Design





NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Watauga Pump Station Design	UT2706

Project Description

As a wholesale provider to the City of Watauga and wholesale customer of the City of Fort Worth, the City of North Richland Hills has a complex infrastructure system located within the City of Watauga to both receive water and distribute it to both Watauga and NRH customers. A critical piece of that infrastructure is the pump station and pumping systems within the Watauga Pump Station. The city has recently embarked on a technical study of the pump station and the preliminary data indicates that at a minimum, a rehabilitation of the pumping system is needed but could also indicate a larger scale project is needed. This project will incorporate the finished recommendations and begin the design of the next steps.

Project Justification

Watauga pump station is a critical asset within the City of North Hills' water distribution system and is needed to provide water to customers in NRH and Watauga. The initial data suggest the pumping efficiencies have dropped well below acceptable levels as demands have increased. With efficiencies in the 20% range, not only are electrical costs higher, this data suggests the pumping mechanics are reaching their end of life and are in need of replacement. To what extent, is the unknown data we're working on now but this portion of the project would take on only the design that will take more than a year to complete and will be followed by the recommended type of construction in the following fiscal years.

Funding Source: 420,000 from Utility Capital Projects Fund (412) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2026	09/2030
Land/ROW Acquisition	10/2026	09/2030
Construction	10/2028	09/2030
Other		
Total Schedule	10/2026	09/2030

History	Fiscal Year	Amount
Proposed	2026-27	$420,000
Total		$420,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	420,000	0	0	$420,000
Sales Tax					
Other					
Total Funding	$0	$420,000	$0	$0	$420,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	0	370,000	0	0	$370,000
Land/ROW Acquisition	0	50,000	0	0	$50,000
Construction	0	0	0	0	$0
Other					
Total Costs	$0	$420,000	$0	$0	$420,000

Operating Impact

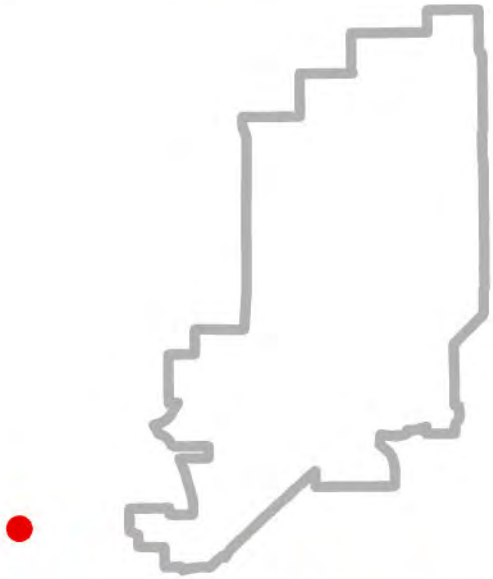
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Stanley Keller Pump Station Evaluation







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Stanley Keller Pump Station Evaluation	UT2707

Project Description

The City of North Richland Hills' water distribution system contains four entry points, one of which is through the Stanley Keller Pump Station located on Stanley Keller Road near its intersection with Beach Street in Haltom City. This project will evaluate the new wholesale delivery pressures and NRH's pump station to determine whether the infrastructure that is in place is compatible and is capable of ensuring system pressure demands. Construction funds will be required to bring pump station up to standards that will ensure testing and the evaluation process can proceed.

Project Justification

Constructed decades ago, the pump station has sat idle for many years as the pressures provided from our wholesale provider have matched NRH system pressures, not requiring any pressure boost. A new wholesale delivery plan will reduce delivery pressure at our pump station requiring NRH to utilize our booster station to assist with system pressure. With the changing delivery variables, it is imperative that the pumping equipment, electronics, and configurations are in place to ensure system volume and pressure demands are met. The result of the evaluation is expected to lead into a project to at least modify the pump station however, it is anticipated to be a much larger project scope.

Funding Source: $415,000 from Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2026	09/2028
Engineering/Design	10/2026	09/2028
Land/ROW Acquisition		
Construction	10/2026	09/2028
Other		
Total Schedule	10/2026	09/2028

History	Fiscal Year	Amount
Proposed	2026-27	$415,000
Total		$415,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	415,000	0	0	$415,000
Sales Tax					
Other					
Total Funding	$0	$415,000	$0	$0	$415,000

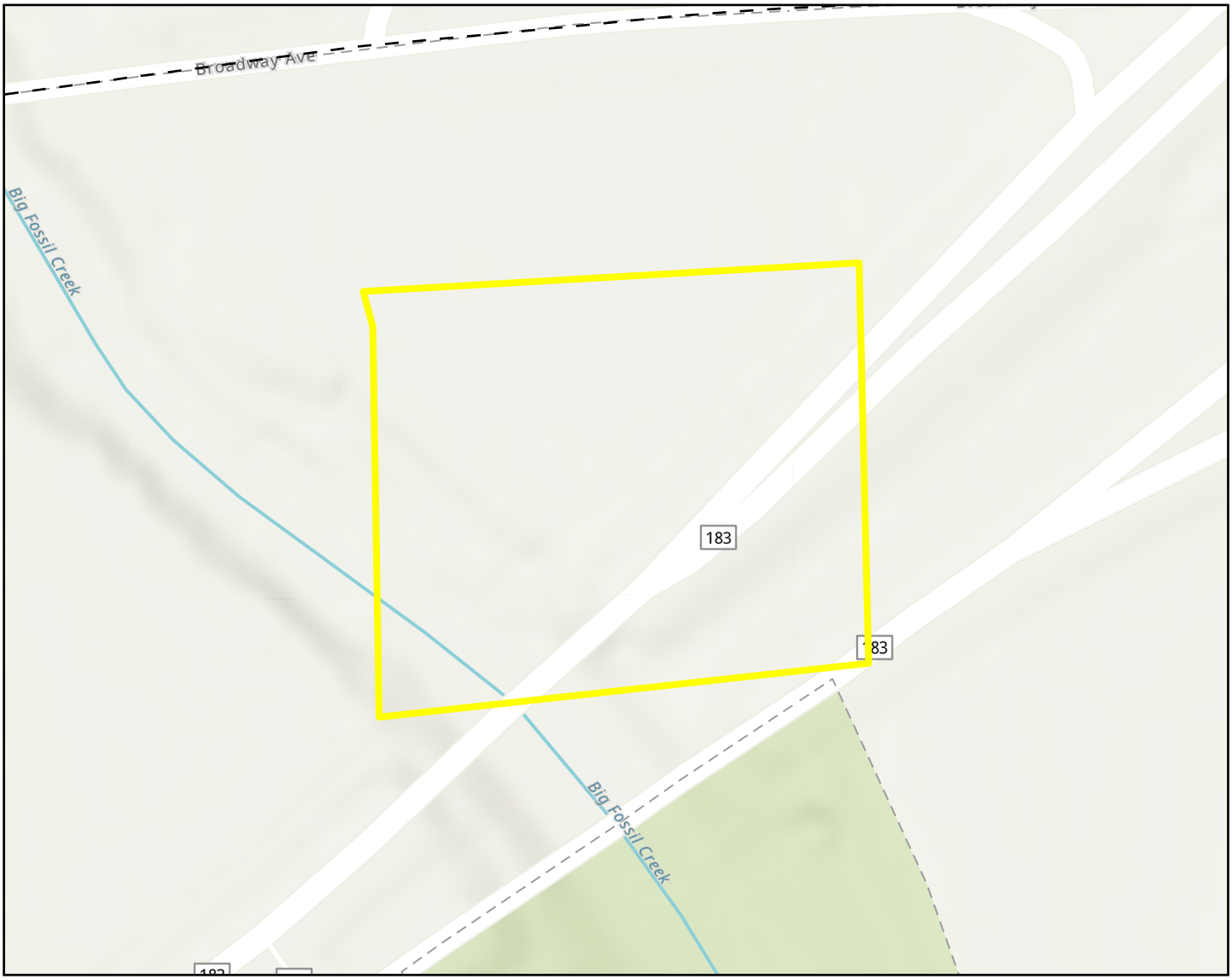
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	0	15,000	0	0	$15,000
Engineering/Design	0	250,000	0	0	$250,000
Land/ROW Acquisition					
Construction	0	150,000	0	0	$150,000
Other					
Total Costs	$0	$415,000	$0	$0	$415,000

Operating Impact

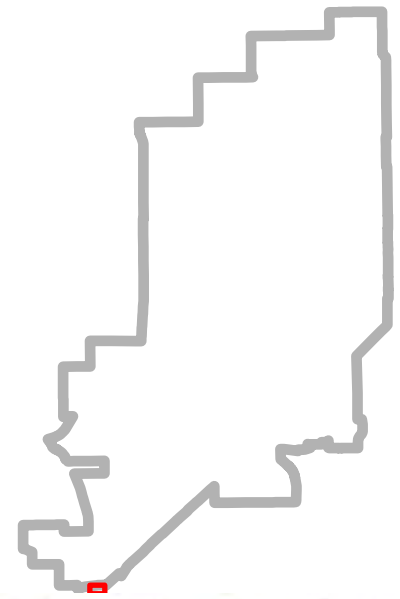
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Big Fossil Creek Wastewater Outfall







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Big Fossil Creek Wastewater Outfall	UT0201

Project Description

This project consists of constructing a parallel wastewater outfall main from the North Richland Hills metering station, which is north of State Highway 10 to the Trinity River. North Richland Hills, Richland Hills, Haltom City, and Fort Worth discharge sanitary sewer into this section of the existing outfall mains. Each city will pay a portion of the cost based on volume of flow from their city. The size of the main will vary, but will be as large as 90" in diameter. North Richland Hills will need to pay for connecting its existing outfall to the new outfall. After the new outfall is complete, both wastewater pipelines will be owned, operated and maintained by Fort Worth as part of its system.

Project Justification

This line is a trunk main that serves the cities of NRH, Haltom City, Fort Worth, and Richland Hills. The line is approximately 50 years old and is in very poor condition. Also, the line is undersized and needs to be larger.

Project Status: Project is ongoing.

Funding Source: $1,615,284 from Certificates of Obligation, $531,604 from Utility Capital Projects Fund (412) Reserves, and $20,000 Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	07/2010	09/2014
Land/ROW Acquisition	08/2016	12/2016
Construction	02/2016	09/2026
Other		
Total Schedule	07/2010	09/2026

History	Fiscal Year	Amount
Adopted Budget	2001-02	$1,200,000
Revision	2018-19	$31,604
Revision	2024-25	$935,284
Adopted Budget	2025-26	$700,000
Revision	2025-26	($700,000)
Total		$2,166,888

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	1,615,284	0	0	0	$1,615,284
Federal/State Grants					
Reserves	551,604	0	0	0	$551,604
Sales Tax					
Other					
Total Funding	$2,166,888	$0	$0	$0	$2,166,888

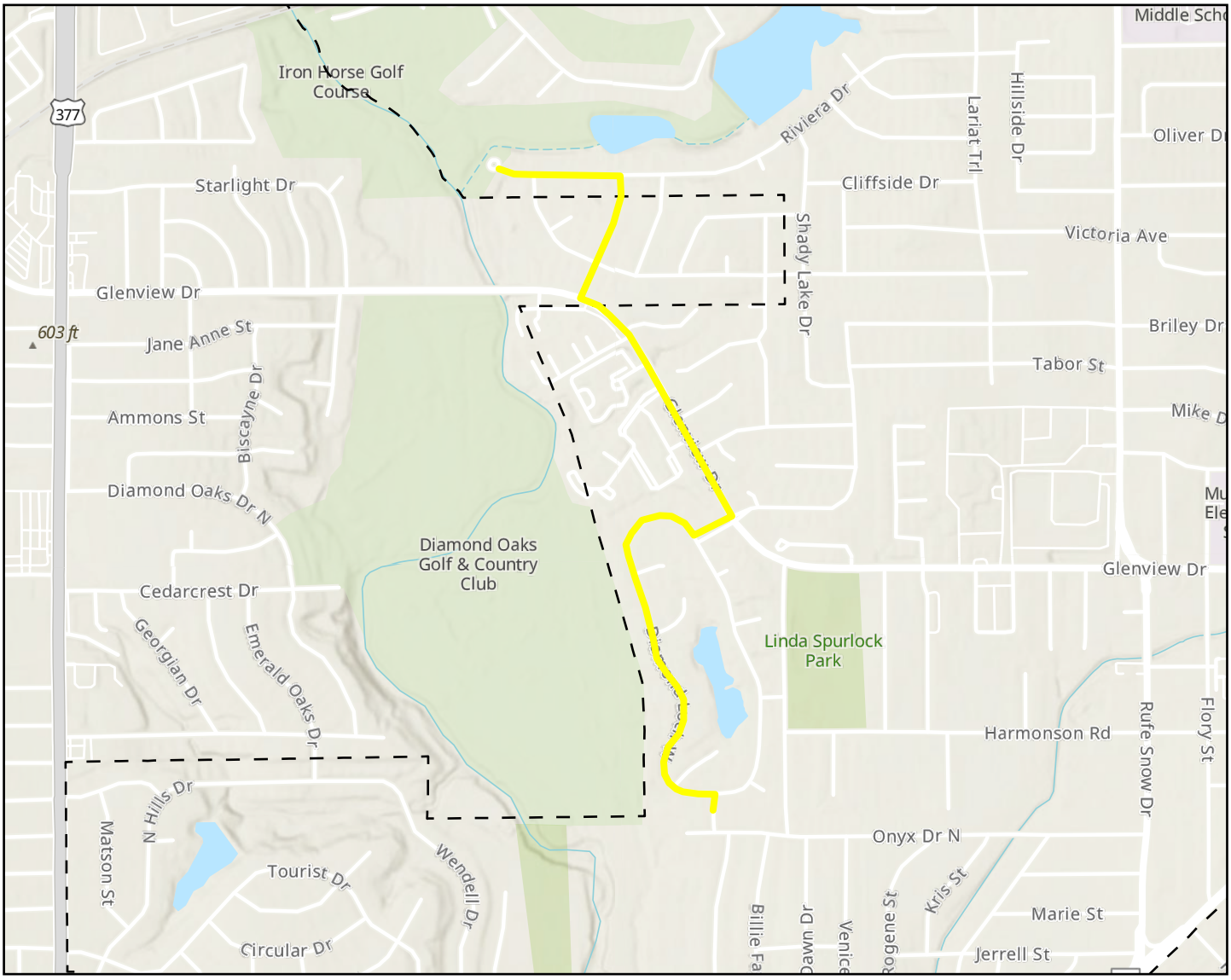
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	98,610	0	0	0	$98,610
Land/ROW Acquisition	0	0	0	0	$0
Construction	2,068,278	0	0	0	$2,068,278
Other					
Total Costs	$2,166,888	$0	$0	$0	$2,166,888

Operating Impact

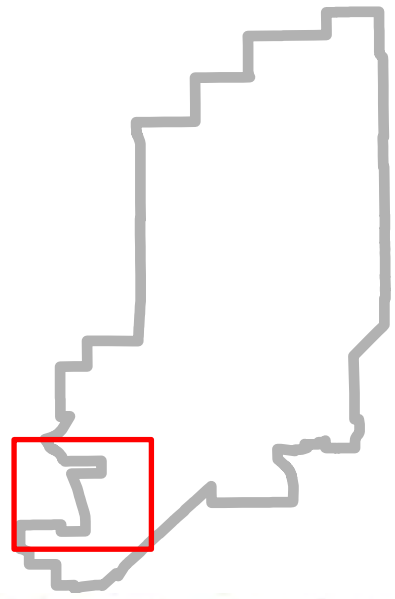
No anticipated operating impact.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Big Fossil Interceptor Rehabilitation Project







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Big Fossil Interceptor Rehabilitation Project	UT2206

Project Description

Rehabilitate the 24 inch wastewater interceptor line from 3621 Holland St to 6029 Riviera Dr. The total distance of the interceptor rehabilitated would be 7,250 linear feet. The intent is to utilize a trenchless construction method to the greatest extent possible to rehabilitate this line, such as cured-in-place pipe (CIPP). The project includes three logical sections that could be completed as three distinct phases. The sections are: 3621 Holland St to 3817 Diamond Loch W, 3817 Diamond Loch W to 6200 Glenview Dr, and 6200 Glenview Dr to 6029 Riviera Dr.

Project Justification

This section of reinforced concrete pipeline was constructed in the early 1970's. A series of collapses in recent years led staff to inspect sections of this pipeline. Inspection revealed that the pipeline has significant deterioration due to hydrogen sulfide gas (H2S). H2S gas eats away at the portion of pipe that does not carry the wastewater flow (roughly 50% of the pipe, the top portion of the pipe). With the gases attacking the top portion of pipe, it can buckle under the weight of the ground above it, resulting in a pipe collapse, and causing a sanitary sewer overflow. The typical thickness of reinforced concrete pipe is between 2 and 3 inches. Staff was able to locate areas in the pipeline that had a thickness as low as a quarter of an inch. This is not just at isolated areas, this corrosion is throughout the pipeline. With the installation of the CIPP, the H2S gases will not corrode the new pipeline and therefore creating a pipeline that should have a life expectancy of more than 50 years.

Funding Source: $2,130,486 from Certificates of Obligation, $3,410,000 from Utility Fund (410) Reserves, and $239,887 from Utility Capital Projects Fund (412) Reserves.

Project Status: Project is in design.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2021	04/2026
Land/ROW Acquisition	06/2025	02/2026
Construction	02/2026	09/2027
Other		
Total Schedule	10/2021	09/2027

History	Fiscal Year	Amount
Adopted Budget	2021-22	$2,510,000
Revision	2022-23	$531,667
Revision	2024-25	($911,181)
Revision	2025-26	$944,166
Proposed	2026-27	$2,705,721
Total		$5,780,373

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	2,130,486	0	0	0	$2,130,486
Federal/State Grants					
Reserves	944,166	2,705,721	0	0	$3,649,887
Sales Tax					
Other					
Total Funding	$3,074,652	$2,705,721	$0	$0	$5,780,373

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	424,450	0	0	0	$424,450
Land/ROW Acquisition	10,333	0	0	0	$10,333
Construction	2,639,869	2,705,721	0	0	$5,345,590
Other					
Total Costs	$3,074,652	$2,705,721	$0	$0	$5,780,373

Operating Impact

No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Cellular Meter Reading Project	UT2304

Project Description

This project will consist of converting the current drive-by meter reading process to a cellular reading process. This will involve replacing approximately 23,500 meter endpoints (aka transponders) with cellular endpoints. The project will also include replacing the roughly 24,000 meters some of which are over twenty years in age while their endpoints are being exchanged.

Project Justification

Converting the system to a cellular read system will eliminate the need to drive-by each meter location to obtain the water usage for each meter. The cellular system sends a reading every 15 minutes to the central location for billing purposes and for customer use, and is compatible with our current reading and billing software. This will make the system much more customer friendly, and offers ancillary benefits such as real-time leak detection and a robust customer dashboard.

Funding Source: $4,855,500 from Utility Revenue Bonds, $960,540 from Project Savings, $795,679 from Utility Fund Reserves.

Project Status: Project is ongoing.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2022	09/2026
Other		
Total Schedule	10/2022	09/2026

History	Fiscal Year	Amount
Adopted Budget	2022-23	$4,855,500
Revision	2022-23	$715,679
Revision	2023-24	$960,540
Revision	2025-26	$80,000
Total		$6,611,719

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	4,855,500	0	0	0	$4,855,500
Federal/State Grants					
Reserves	795,679	0	0	0	$795,679
Sales Tax					
Other	960,540	0	0	0	$960,540
Total Funding	$6,611,719	$0	$0	$0	$6,611,719

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	6,611,719	0	0	0	$6,611,719
Other					
Total Costs	$6,611,719	$0	$0	$0	$6,611,719

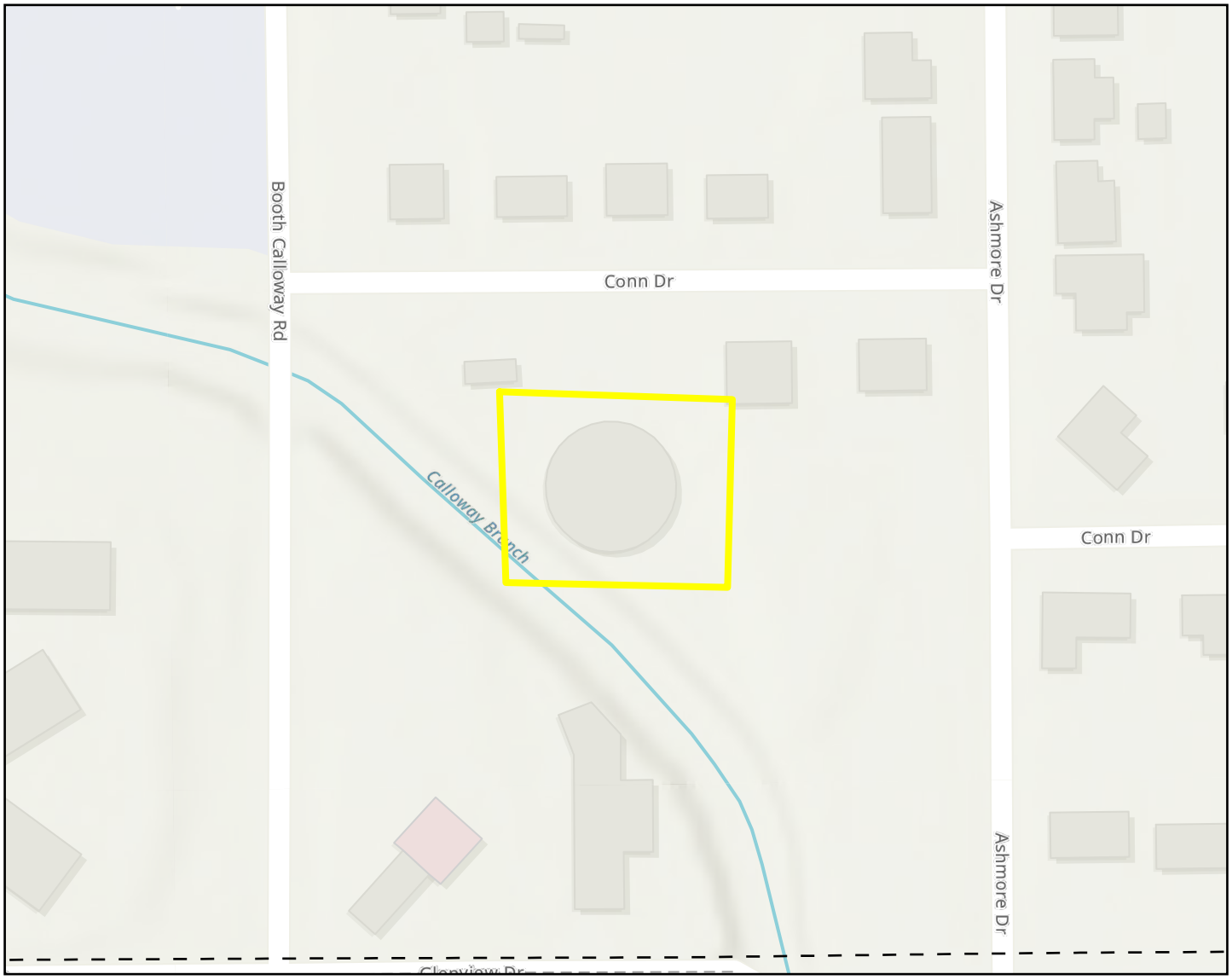
Operating Impact

N/A

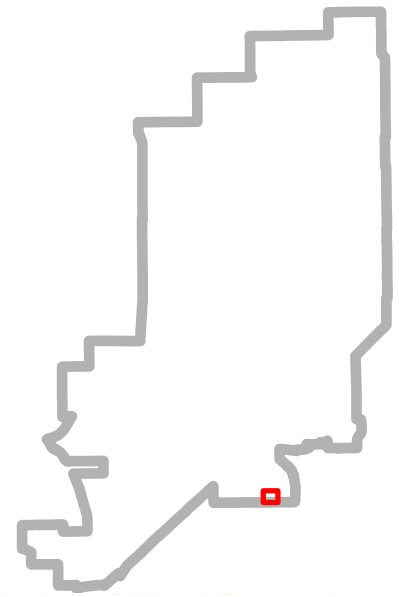
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Conn Pump Station Permanent Generator







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Conn Pump Station Permanent Generator	UT2403

Project Description

This project consists of the installation of a permanently mounted generator at the Conn Pump Station, including an automatic transfer switch to allow transition to temporary power to take place when needed without staff intervention.

Project Justification

The Conn Pump Station provides water to roughly 1/3 of the city via a feed from the City of Fort Worth's water system, and is considered a critical facility needed to provide water to our customers. The recently completed Risk and Resiliency Assessment and Emergency Preparedness Plan (EPP) required by TCEQ confirmed that a permanent generator is needed at this facility to meet minimum pressure requirements in the event of an extended power outage. Per the terms of our EPP approval the city must have the generator installed by September 2027.

Funding sources include: $1,250,000 from Utility Fund (410) Reserves.

Project Status: Project is ongoing.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	10/2026
Total Schedule	10/2025	10/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$1,250,000
Revision	2023-24	$250,000
Revision	2024-25	($250,000)
Total		$1,250,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	0	0	0	0	$0
Reserves	1,250,000	0	0	0	$1,250,000
Sales Tax					
Other					
Total Funding	$1,250,000	$0	$0	$0	$1,250,000

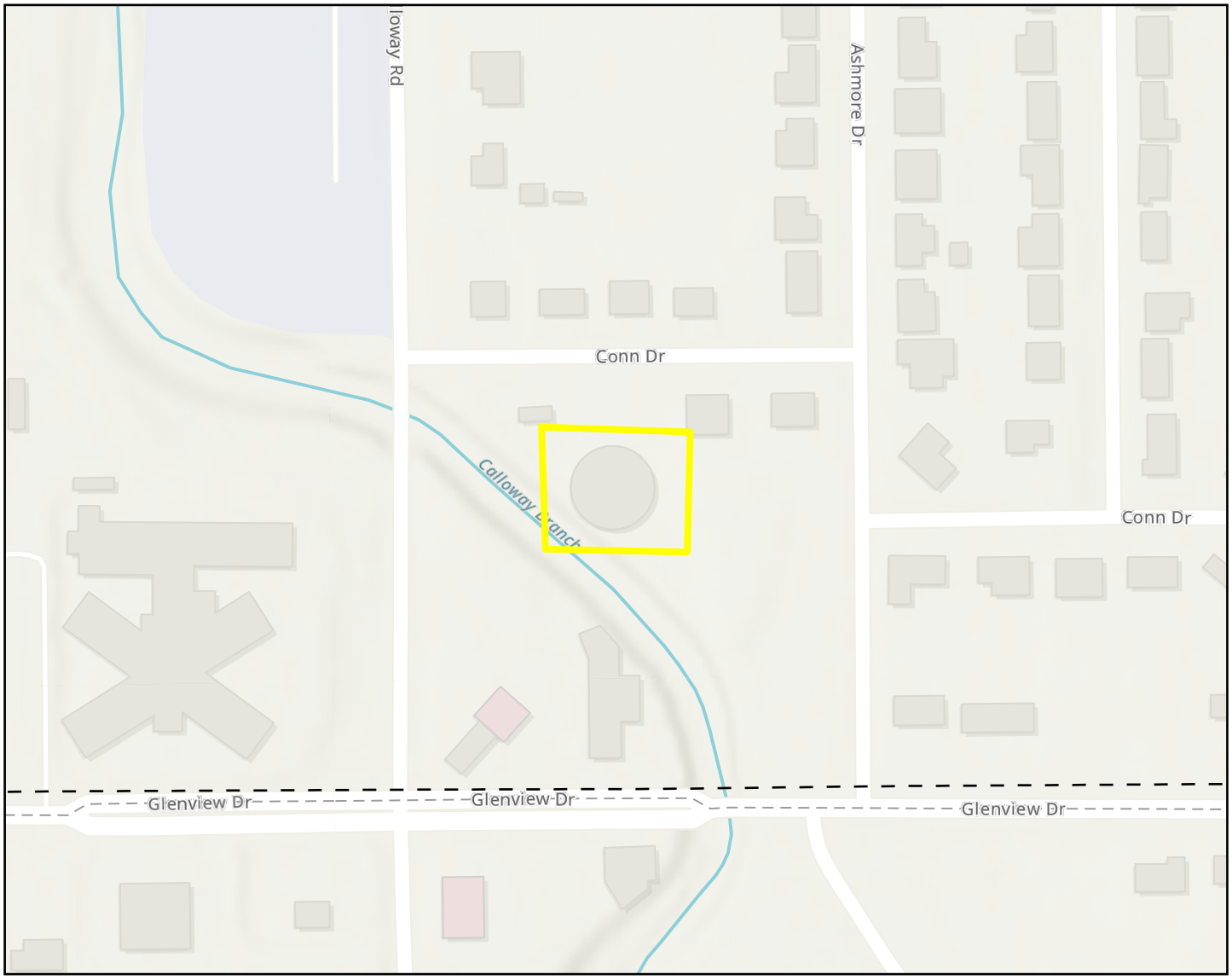
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	50,000	0	0	0	$50,000
Land/ROW Acquisition					
Construction	1,200,000	0	0	0	$1,200,000
Other					
Total Costs	$1,250,000	$0	$0	$0	$1,250,000

Operating Impact

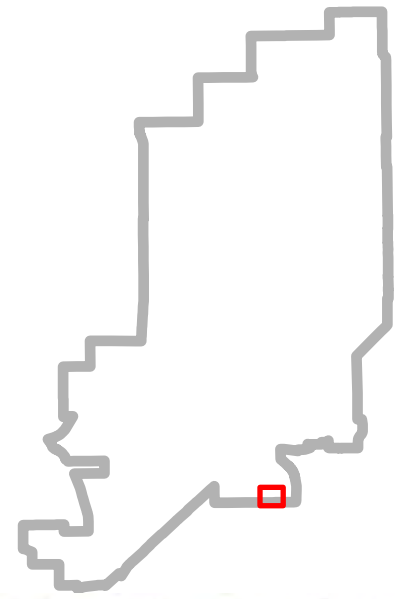
TBD

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Conn Pump Station Pump and Electrical Rehabilitation







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Conn Pump Station Pump and Electrical Rehabilitation	UT2008

Project Description

This project is to reconfigure existing suction header piping and pumps to meet the Hydraulic Institute standard for pipe pumping and to upgrade and reconfigure electrical components to meet the National Electric Code.

Project Justification

Conn Pump Station provides potable water from the south of the city to just south of Mid-Cities Blvd. The pump station provides potable water and pressure to the distribution system through four pumps located on the site. Three of these pumps were replaced 6 years ago. Staff became aware of noticeable wear and tear on the pumps through inspections and failures. Freese and Nichols Engineering group was hired to conduct a piping analysis to determine the cause for the premature pump issues. Through this analysis, Freese and Nichols was able to determine that the pump issues were caused by the net positive suction head created by the piping alignment on the suction side of the pumps. The suction piping has a 90 degree bend located too close to the pump on three of the four pumps. The analysis also shows that the electrical panels will have to be moved to correct the alignment of the piping and to meet clearance requirements from the National Electric Code.

Project Status: Project is ongoing.

Funding Source: $1,500,000 from Certificates of Obligation and $1,034,310 from Project Savings.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2019	05/2021
Land/ROW Acquisition		
Construction	09/2021	10/2026
Other		
Total Schedule	10/2019	10/2026

History	Fiscal Year	Amount
Adopted Budget	2019-20	$1,500,000
Revision	2020-21	$1,100,000
Revision	2024-25	($46,690)
Revision	2025-26	($19,000)
Total		$2,534,310

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	1,500,000	0	0	0	$1,500,000
Federal/State Grants					
Reserves	1,034,310	0	0	0	$1,034,310
Sales Tax					
Other					
Total Funding	$2,534,310	$0	$0	$0	$2,534,310

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	363,000	0	0	0	$363,000
Land/ROW Acquisition					
Construction	2,171,310	0	0	0	$2,171,310
Other					
Total Costs	$2,534,310	$0	$0	$0	$2,534,310

Operating Impact

No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Impact Fee Update	UT2306

Project Description

This project will consist of an update to the current Impact Fee Study. The evaluation and analysis will be made of the current water and sewer impact fee program and rates to determine future needed improvements and rate levels. The Impact Fee Study consists of three components. An update to the Land Use Assumption Plan, identifying future water and sewer improvements needed for new development, and determining the appropriate impact fee to fund the future development.

Project Justification

The current impact fee study was prepared in 2017 and adopted by City Council in 2018. State law requires that updates are performed every five years to compare actual growth to that anticipated in the calculations, and ensure appropriateness of the assessed impact fees.

Funding Source: $160,000 from Utility CIP Fund (412) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2022	09/2028
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	10/2022	09/2028

History	Fiscal Year	Amount
Adopted Budget	2022-23	$160,000
Total		$160,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	160,000	0	0	0	$160,000
Sales Tax					
Other					
Total Funding	$160,000	$0	$0	$0	$160,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	160,000	0	0	0	$160,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$160,000	$0	$0	$0	$160,000

Operating Impact

No operating impact expected.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Lead and Copper Service Line Assessment	UT2302

Project Description

Beginning December 2021 the Environmental Protective Agency (EPA) revised the Lead and Copper Rule Revision (LCRR) creating the Lead and Copper Rule Improvements (LCRI). This rule mandates certain agencies, including the City of North Richland Hills, perform a material survey and certification and complete a lead service line inventory. To remain in compliance, the City of North Richland Hills will be required to inventory and survey an estimated 12,000 to 18,000 water service lines including the City's and customer's service lines that are 2 inch and smaller. Rough estimates to perform the contract services portion of the project ranged from $40 to $50 per service line excavation performed.

Project Justification

The EPA's goal is to proactively remove lead service lines and more equitably protect public health through regimented data collection through the inventory process as well as a stringent lead and copper water testing procedures. This project will be the funding source that will allow the City to hire a contractor that will perform the service line excavations, inventory, and perform surface restorations. Additionally, there will be a small amount of professional services required to assist with GIS and Public Notification portions of the project.

Funding Source: $479,090 from Utility CIP Fund (412) Reserves.

Project Status: Professional services is ongoing.

Project Schedule	Beginning Date	Ending Date
Professional Services	01/2024	09/2026
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2026
Other		
Total Schedule	01/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2022-23	$775,000
Revision	2023-24	($342,600)
Revision	2024-25	$46,690
Total		$479,090

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	479,090	0	0	0	$479,090
Sales Tax					
Other					
Total Funding	$479,090	$0	$0	$0	$479,090

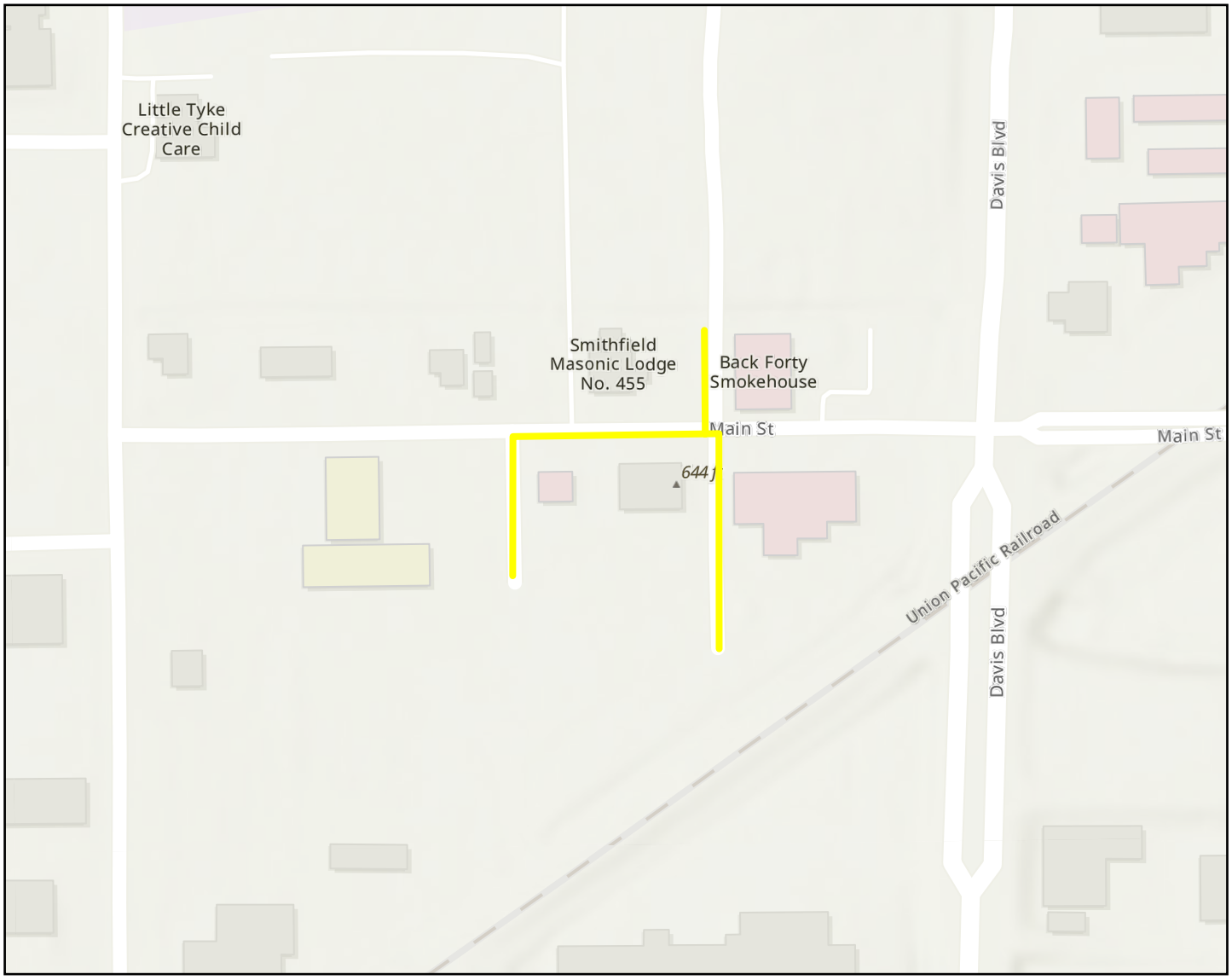
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	479,090	0	0	0	$479,090
Engineering/Design					
Land/ROW Acquisition					
Construction	0	0	0	0	$0
Other					
Total Costs	$479,090	$0	$0	$0	$479,090

Operating Impact

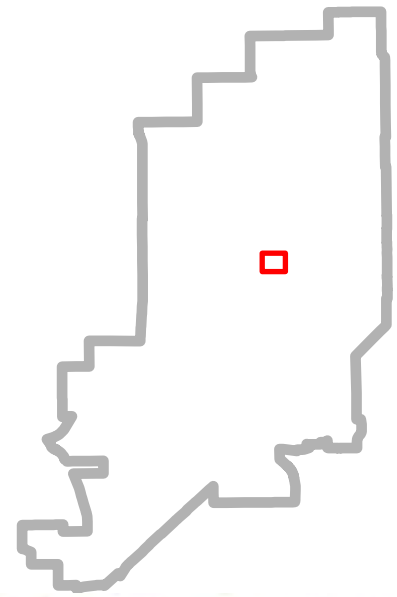
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Main / Snider / Center Utility Project







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Main / Snider / Center Utility Project	UT1902

Project Description

The project consists of engineering and construction of water and sanitary sewer main extensions to provide service to properties north and south of Main Street off of Snider Street and Center Street in the TOD.

Project Justification

Grant funds are available to facilitate paving and streetscape improvements in the Main / Snider / Center area in the vicinity of the Smithfield Rail Station in the City's Transit Oriented Development (TOD) zoning district. The grant funds do not include provisions for water and sanitary sewer facilities, which must be located under the street in order to allow for the street lights and street trees in the parkways as required in the TOD. As such, the utilities will need to be installed prior to the paving work, and paid for with City funds. This upgrade is required to accommodate multi-family and commercial development plans in this area.

Project Status: Project is in design.

Funding Source: $225,000 from Certificates of Obligation and $475,794 from Utility (410) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2018	09/2026
Land/ROW Acquisition		
Construction	09/2026	09/2027
Other		
Total Schedule	10/2018	09/2027

History	Fiscal Year	Amount
Adopted Budget	2018-19	$225,000
Proposed	2026-27	$475,794
Total		$700,794

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	225,000	0	0	0	$225,000
Federal/State Grants					
Reserves	0	475,794	0	0	$475,794
Sales Tax					
Other					
Total Funding	$225,000	$475,794	$0	$0	$700,794

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	45,000	0	0	0	$45,000
Land/ROW Acquisition					
Construction	180,000	475,794	0	0	$655,794
Other					
Total Costs	$225,000	$475,794	$0	$0	$700,794

Operating Impact

No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Small Water Main Replacements (2021)	UT2101

Project Description

This is an annual program that is performed by the Public Works Construction Division. The program replaces old 2" and 4" water mains with 6" or larger diameter water pipes. This project provides adequate fire hydrant coverage to areas currently without proper coverage. This project will be expected to provide water main replacement on the following streets: Circleview Drive(Lariat to Shady Lake), Davis Boulevard (Woods to Bursey),Meadowbrook Drive (Royal Ridge to Brookridge), and Woodcreek Lane (Lariat to Riviera).

Project Justification

The specified project replaces aging utility infrastructure, specifically 2" and 4" water mains with new 6" or larger water mains. The program also provides adequate fire hydrant coverage to areas currently without proper coverage, this is due to the installation of larger diameter mains. Which increases fire protection with the new installation of water hydrants, not previously allowed on smaller diameter mains. In addition, this project replaces water mains that have had an abundance of main breaks, resulting in significant annual maintenance and increased operating cost. The construction of these mains is completed by the Public Works Construction Division.

Note: Project funding source is $434,525 from Utility Fund (410) Reserves and $31,990 from developer reimbursements.

Project Staus: Project is ongoing.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2020	10/2026
Other		
Total Schedule	10/2020	10/2026

History	Fiscal Year	Amount
Adopted Budget	2020-21	$462,453
Revision	2024-25	($387)
Revision	2025-26	$4,449
Total		$466,515

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	434,525	0	0	0	$434,525
Sales Tax					
Other	31,990	0	0	0	$31,990
Total Funding	$466,515	$0	$0	$0	$466,515

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	466,515	0	0	0	$466,515
Other					
Total Costs	$466,515	$0	$0	$0	$466,515

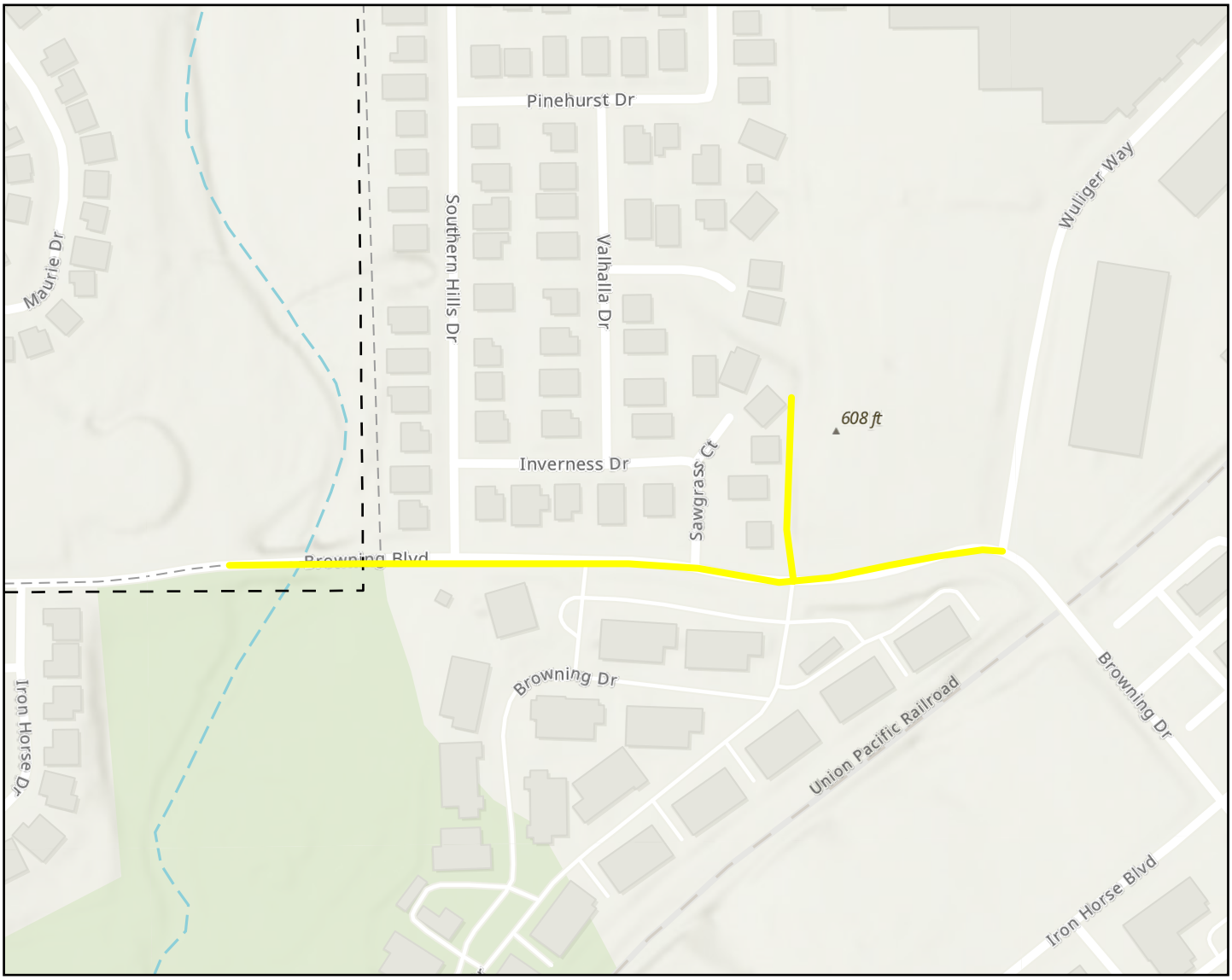
Operating Impact

No operating impact is anticipated.

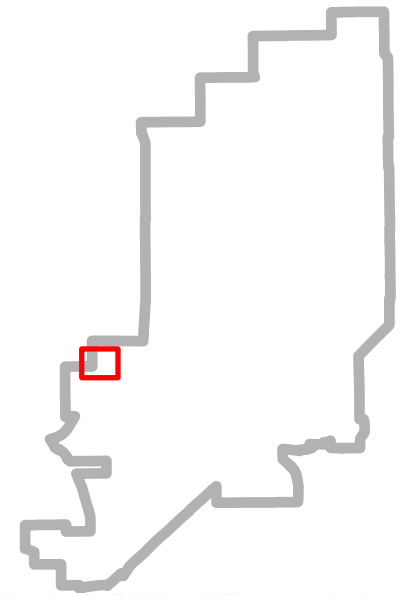
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Tyson 12" and 10" Sanitary Sewer By-Pass Line







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Tyson 12" and 10" Sanitary Sewer By-Pass Line	UT2207

Project Description

This project consists of designing and constructing approximately 1000 LF of 12 " sanitary sewer line and approximately 400 LF of 10" sanitary sewer line. The new 12" and 10" lines will replace an older, 1400 LF section of an 8" line. The majority of the line will be constructed parallel to Browning Drive and will connect to an 18" sewer main that runs through the golf course and carries the flows to the Fort Worth treatment plant.

Project Justification

The existing 8" line being replaced and increased in size has been in place for 30 plus years. Besides the line being old, the size of the line needs to be increased to accommodate the Tyson flows and the increase in flows from the Iron Horse TOD development. Since the line is being replaced, the new 12" will be rerouted around the existing residential neighborhood. This will eliminate the industrial flows from Tyson being discharged through the neighborhood.

Project Status: Project is complete and awaiting close out documentation.

Funding Source: $910,000 in Certificates of Obligation, $646,860 in Project Savings, and $655,000 in Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2021	08/2023
Land/ROW Acquisition		
Construction	01/2024	09/2025
Other		
Total Schedule	10/2021	09/2025

History	Fiscal Year	Amount
Adopted Budget	2021-22	$910,000
Revision	2022-23	$117,525
Revision	2023-24	$1,184,335
Total		$2,211,860

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	910,000	0	0	0	$910,000
Federal/State Grants					
Reserves	655,000	0	0	0	$655,000
Sales Tax					
Other	646,860	0	0	0	$646,860
Total Funding	$2,211,860	$0	$0	$0	$2,211,860

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	119,611	0	0	0	$119,611
Land/ROW Acquisition	7,625	0	0	0	$7,625
Construction	2,084,624	0	0	0	$2,084,624
Other					
Total Costs	$2,211,860	$0	$0	$0	$2,211,860

Operating Impact

No additional impact anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Utility Infrastructure Master Plan	UT2605

Project Description

Contract with an engineering firm to conduct a Master Plan for the water distribution system.

Project Justification

The City's last Water Distribution System Master Plan was completed in 2009, and significant growth, aging infrastructure, and changing regulatory requirements now make an update essential. An updated plan will evaluate current system capacity, identify needed improvements, support fire protection and reliability, and provide a clear roadmap for future capital investments. Modern hydraulic modeling and asset management tools will also help the City address operational challenges, reduce risk, and ensure long-term, reliable water service for the community.

Funding Source: $300,000 from Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services	07/2026	03/2027
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	07/2026	03/2027

History	Fiscal Year	Amount
Revision	2025-26	$300,000
Total		$300,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	300,000	0	0	0	$300,000
Sales Tax					
Other					
Total Funding	$300,000	$0	$0	$0	$300,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	300,000	0	0	0	$300,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$300,000	$0	$0	$0	$300,000

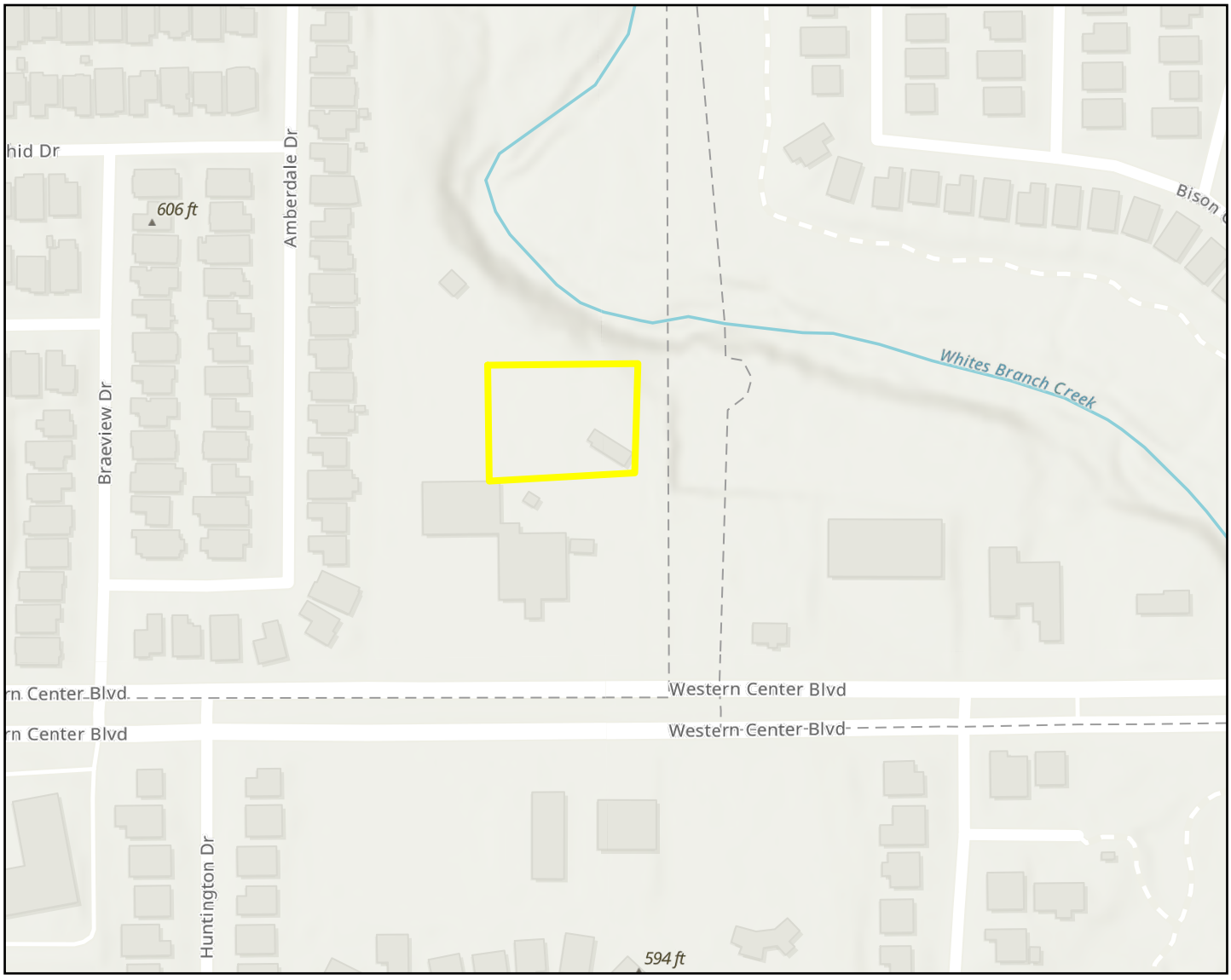
Operating Impact

N/A

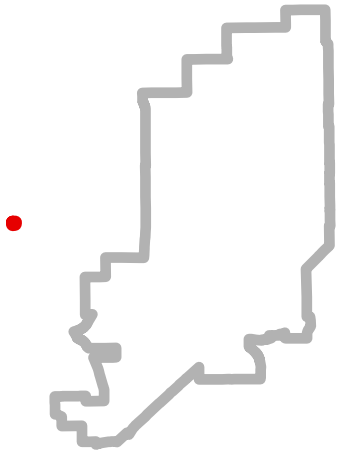
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Watauga Ground Storage Tank Rehabilitation







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Watauga Ground Storage Tank Rehabilitation	UT2601

Project Description

This project will rehabilitate the Watauga Ground Storage Tank. This will include preparing the exterior and interior of the tank to apply new paint on both surfaces. Additional work will include: installing pipe screen at the overflow, installing a ladder gate, installing a new hatch on the roof, installing a new vent, repairing the float system, caulking and sealing at the foundation, installing a new safety climb system, and removing the existing interior ladder.

Project Justification

The Watauga Ground Storage Tank was built in 1978. The ground storage tank stores 2.0 million gallons and is at a vital entry point in the distribution system from fthe City of Fort Worth. With it's location and capacity it is very critical to the entire distribution system. Over the last 47 years, this tank has not had a total rehab applied to the tank, in 1994 it was repainted with Tnemec on the Exterior and Pota-Pox Plus. The exterior and interior coatings have performed very well during this time. During the tank inspection, staff was able to inspect the interior of the tank. Rust and corrosion have started to form in different location inside the tank. Industry standards typically recommend having the exterior and interior coatings reapplied between 10 - 12 years.

Funding Source: $1,200,000 from Utility Operating Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2025	09/2028
Engineering/Design		
Land/ROW Acquisition		
Construction	11/2026	09/2029
Other		
Total Schedule	10/2025	09/2029

History	Fiscal Year	Amount
Adopted Budget	2025-26	$1,200,000
Total		$1,200,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	1,200,000	0	0	0	$1,200,000
Sales Tax					
Other					
Total Funding	$1,200,000	$0	$0	$0	$1,200,000

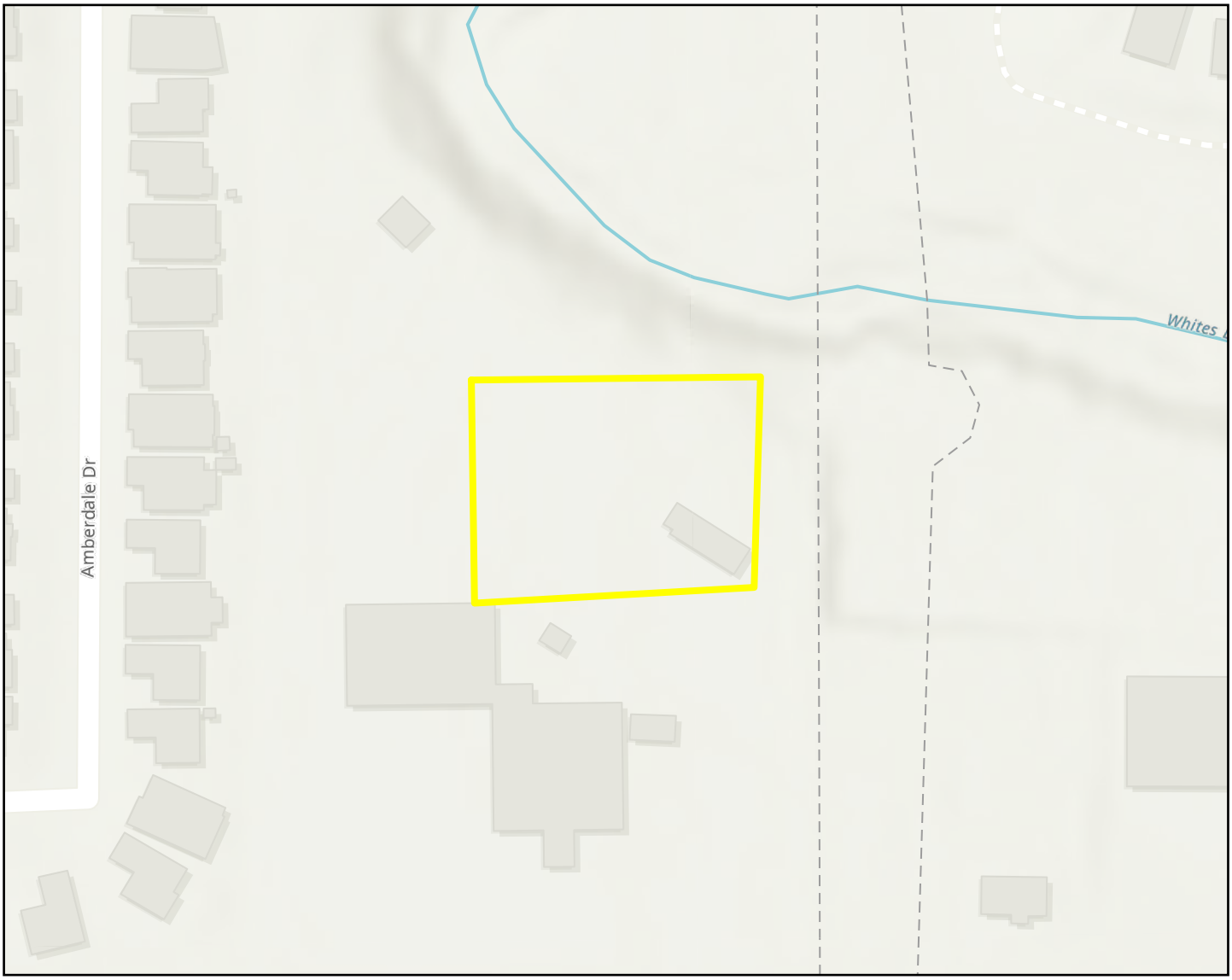
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	200,000	0	0	0	$200,000
Engineering/Design					
Land/ROW Acquisition					
Construction	1,000,000	0	0	0	$1,000,000
Other					
Total Costs	$1,200,000	$0	$0	$0	$1,200,000

Operating Impact

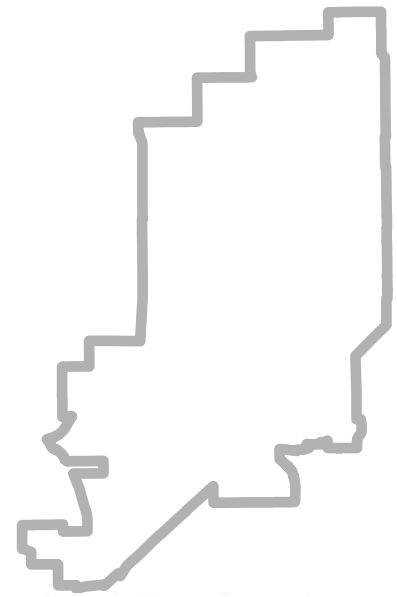
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Watauga Pump Station Electrical Improvements







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Watauga Pump Station Electrical Improvements	UT2401

Project Description

This project will design, purchase, and install six (6) new motor control centers (MCC) at the Watauga Pump Station. A MCC is an assembly to control electric motors in a central location. It consists of multiple enclosed sections having a common power bus and with each section containing a combination starter, which in turn consists of motor starter (soft starters), circuit breaker, and power disconnect.

Project Justification

This Watauga Pump Station contains six pumps and is the largest pump station that provides water to the City of Watauga and the City of North Richland Hills. This is a joint-use facility between the City of North Richland Hills and The City of Watauga. This facility pumps roughly 3 million gallons of water per day to the distribution system. The pump station was built in 1978 with some electrical updates in 2000. The current MCC's have become outdated and parts are hard to find for repair. With each pump having a dedicated MCC these improvements are needed to continue to provide the pumping of water to the distribution system. A portion of this project will be paid for by the City of Watauga.

Funding Source: Utility Capital Fund Reserves (412).

Project Status: Project is ongoing.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	01/2026	09/2027
Other		
Total Schedule	01/2026	09/2027

History	Fiscal Year	Amount
Adopted Budget	2023-24	$180,000
Revision	2025-26	$19,000
Total		$199,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	199,000	0	0	0	$199,000
Sales Tax					
Other					
Total Funding	$199,000	$0	$0	$0	$199,000

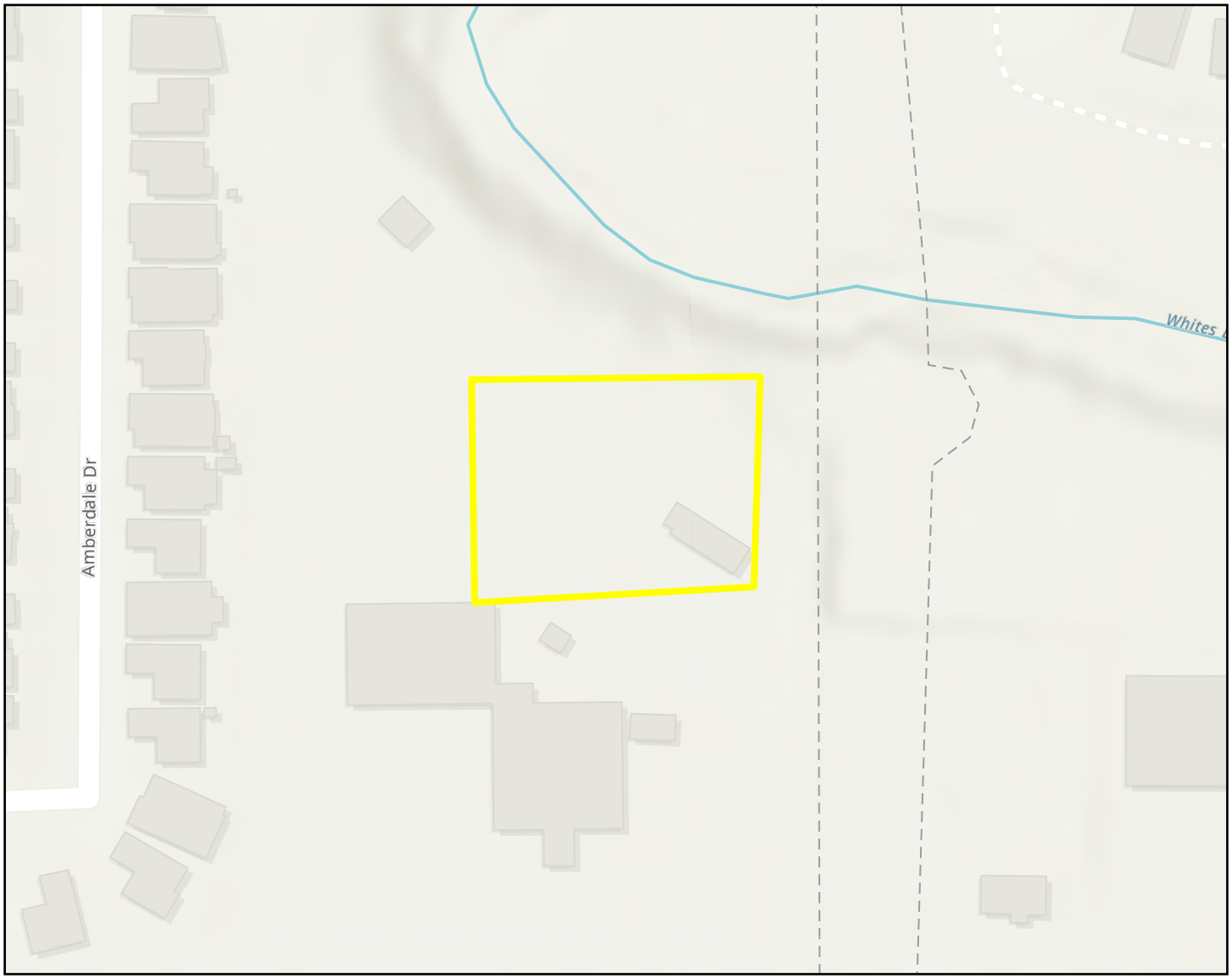
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	0	0	0	0	$0
Land/ROW Acquisition					
Construction	199,000	0	0	0	$199,000
Other					
Total Costs	$199,000	$0	$0	$0	$199,000

Operating Impact

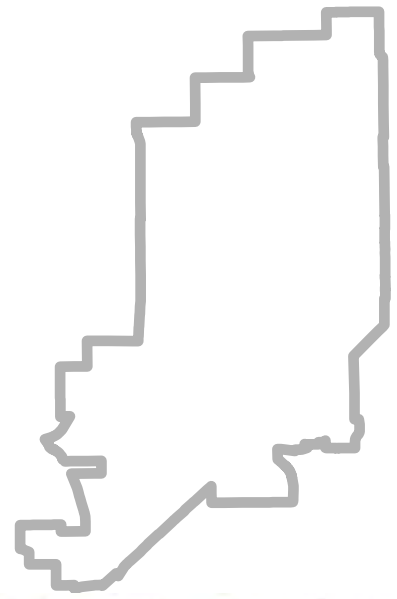
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Watauga Pump Station Generator Project







NRH

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Watauga Pump Station Generator Project	UT2502

Project Description

This project will complete the necessary engineering, specifications, and drawings necessary to bid and replace a generator and the necessary electrical switchgear equipment at the Watauga Pump Station.

Project Justification

The current generator is undersized and subject to obsolete parts during breakdown. It has proven in the past to be unreliable. Without this replacement, the City would not have the ability to provide utility services to our customers during times ONCOR has electrical outages.

Funding Source: $1,600,000 from Utility Fund (410) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2028
Other		
Total Schedule	10/2024	09/2028

History	Fiscal Year	Amount
Adopted Budget	2024-25	$1,600,000
Total		$1,600,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	1,600,000	0	0	0	$1,600,000
Sales Tax					
Other					
Total Funding	$1,600,000	$0	$0	$0	$1,600,000

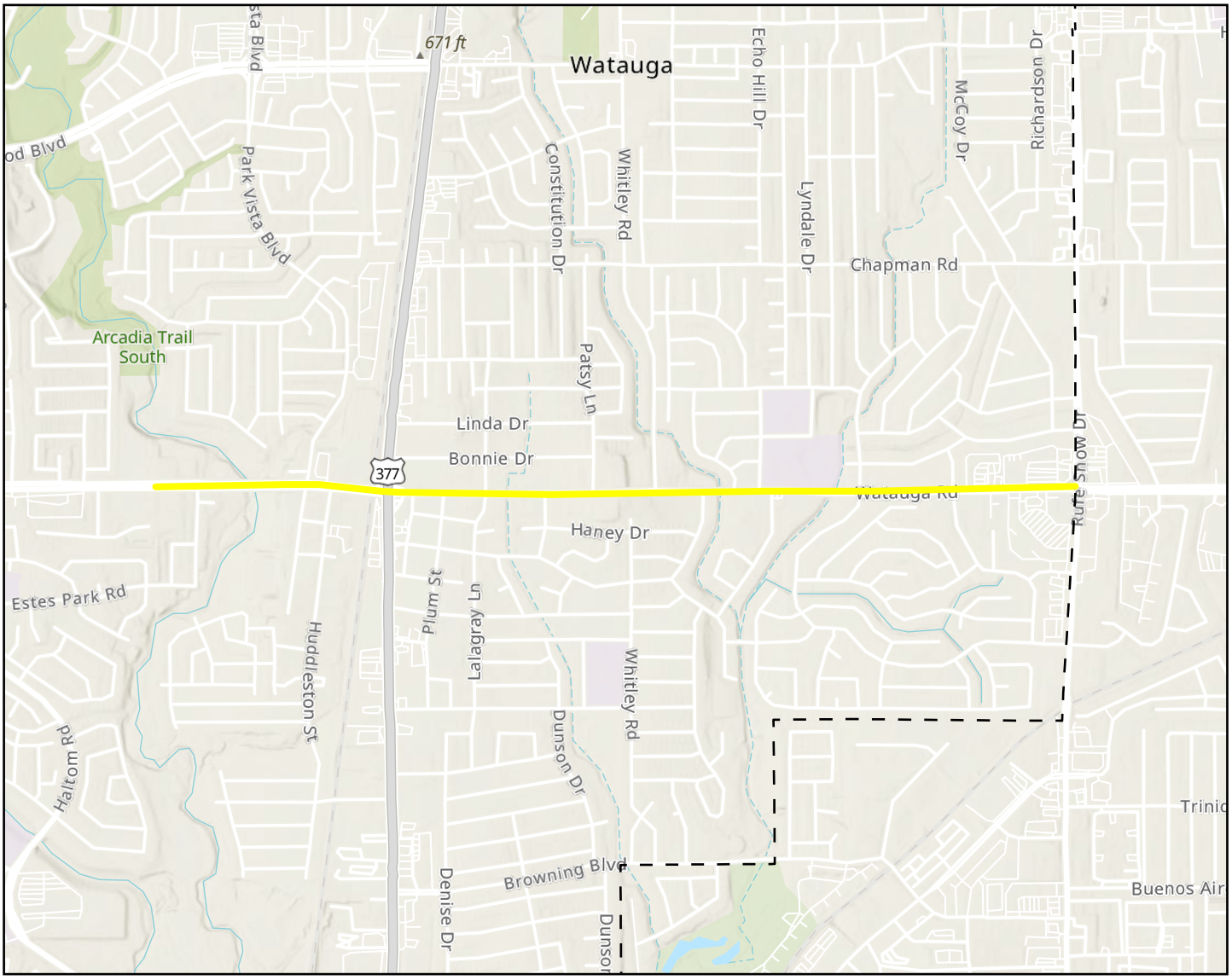
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	193,000	0	0	0	$193,000
Land/ROW Acquisition					
Construction	1,407,000	0	0	0	$1,407,000
Other					
Total Costs	$1,600,000	$0	$0	$0	$1,600,000

Operating Impact

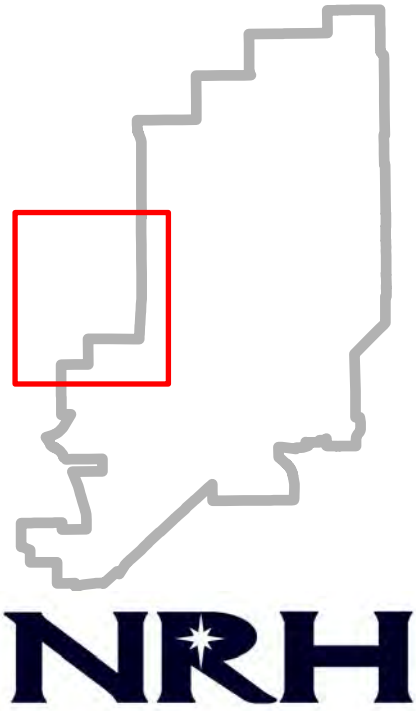
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Watauga Road 24" Transmission Main







411

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Watauga Road 24" Transmission Main	UT2301

Project Description

This project replaces the existing 12" water main from the Watauga Pump Station west of US 377 to Rufe Snow Drive.

Project Justification

The current Water and Wastewater Impact Fee Study identified this water main as in need of upsizing / replacement to a 24" diameter line. The study calculations show this line to be eligible for 50% impact fee reimbursement. This line provides a key feed of water from the City of Fort Worth, serving both the cities of North Richland Hills and Watauga.

Funding Source: $3,075,000 from Certificates of Obligation and $3,075,000 from Impact Fee (Fund 414) Reserves.

Project Status: Project is on hold.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	01/2023	09/2027
Land/ROW Acquisition		
Construction	11/2023	09/2028
Other		
Total Schedule	01/2023	09/2028

History	Fiscal Year	Amount
Adopted Budget	2022-23	$6,150,000
Total		$6,150,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	3,075,000	0	0	0	$3,075,000
Federal/State Grants					
Reserves	3,075,000	0	0	0	$3,075,000
Sales Tax					
Other					
Total Funding	$6,150,000	$0	$0	$0	$6,150,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	450,000	0	0	0	$450,000
Land/ROW Acquisition					
Construction	5,700,000	0	0	0	$5,700,000
Other					
Total Costs	$6,150,000	$0	$0	$0	$6,150,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Utility Capital Projects

Department	Project Title	Project Number
Public Works	Water Valve Replacement Project	UT2501

Project Description

The Water Valve Replacement Project includes the replacement of one 24 inch valve, a 16 inch valve, two 8 inch valves and the installation of ten 6 inch valves. The 24 inch valve replacement is located at the intersections of Hightower and Stoneybrook. The 16 inch valve replacement is located at 8950 North Tarrant Pkwy. The replacements of the 8 inch valves and 6 inch valves are located at various locations in the City.

Project Justification

The replacement and installation of these water valves will improve circulation and enhance water quality. The completed project will reduce the number of residential and business connections affected by water outages, decrease the time water is off for repair, and greatly reduce the amount of water lost during water main breaks or construction mishaps. These valves are located on water mains and are buried deep in the ground.

Funding Source: $135,000 from Utility Fund Reserves (410).

Project Status: Reviewing the scope of the project.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$135,000
Total		$135,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	135,000	0	0	0	$135,000
Sales Tax					
Other					
Total Funding	$135,000	$0	$0	$0	$135,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	135,000	0	0	0	$135,000
Other					
Total Costs	$135,000	$0	$0	$0	$135,000

Operating Impact

Not applicable.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Parks & Recreation Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Continuing Projects														
PK2507	2025 Parks and Recreation Master Plan	140,050												140,050
PK2613	City Entry Sign Replacement	100,000		300,000	300,000									700,000
PK2207	City Point Trail Development in Oncor Easement	195,114												195,114
PK2608	JB Sandlin Park Playground Replacement	280,000												280,000
PK2607	John Barfield Trail Spring Oak Extension	550,000												550,000
PK2609	Lakes of Hometown Dock Replacement	150,000												150,000
PK2606	NRH Centre Aquatics Outdoor Rentable Space	60,000												60,000
PK2612	NRH Centre Fitness Flooring and Carpet Replacement	174,000												174,000
PK2308	Park Infrastructure Maintenance 2023	220,000												220,000
PK2504	Park Infrastructure Maintenance 2025	245,000												245,000
PK2406	Pond Bathymetry Study	40,000												40,000
PK2205	Richland Tennis Center Infrastructure Maintenance	42,000												42,000
PK2615	Richland Tennis Center- LED Lighting Conversion	189,000												189,000
PK2405	Trail Infrastructure Maintenance	40,000												40,000
PK2505	Trail Infrastructure Maintenance 2025	40,000												40,000
	Total Continuing Projects	**$ 2,465,164**	**$ -**	**$ 300,000**	**$ 300,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 3,065,164**
New Projects - FY2027														
PK2706	Adventure World Accesible Boardwalk Replacement		175,000											175,000
PK2703	Clyde Zellers and Founders Park Playground Replacements		430,000											430,000
PK2707	Green Valley Pond Infrastructure Replacements		135,000											135,000
PK2705	Richfield Park Redevelopment		500,000											500,000
PK2708	Richland Tennis Center Court Resurfacing		200,000											200,000
PK2704	Walker's Creek Park Athletic Field LED Lighting Conversion		187,000											187,000
	Total New Projects	**$ -**	**$ 1,627,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,627,000**
Future Projects														
	Richfield Park Redevelopment (construction)			6,000,000										6,000,000
	Park Playground Replacement with Shade			320,000	315,000	100,000			360,000	350,000	380,000	350,000	350,000	2,525,000
	Adventure World Playground Surfacing Replacement			70,000		70,000								140,000
	NRH Centre- Indoor Aquatics Pool Replaster			150,000										
	Cross Timbers Park - Field 4 lighting addition						850,000							850,000
	New Park Development (south of 820 / north of Glenview; Boulder Dr city property)						300,000	3,000,000						3,300,000
	NRH Centre Track Floor Surface Replacement					120,000								120,000
	NRH Centre Gym Floor Replacement						175,000							175,000
	Faram Park/Cottonbelt Trail Restroom Building				550,000									550,000
	Fossil Creek Park Improvements and Park Access					100,000								100,000
	Cottonbelt Trail Crossing (Davis Blvd and Main)							250,000						250,000
	Green Valley LED Lighting Conversion and Addition to West fields					250,000								250,000
	Skate Park / Skate Spots								500,000					500,000
	North Electric Trail (at NRH2O realignment with Oncor Easement to Blvd 26)				500,000									500,000
	Cottonbelt Trail Crossing (south at 820)							500,000						500,000
	RTC Clubhouse Renovation									300,000				300,000
	NRH Senior Center Parking Lot Addition					250,000								250,000
	Norich Park Infrastructure Phase II (west)					300,000								300,000
	Pond/Drainage Way Dredging and Bank Stabilization				1,000,000	1,000,000	1,000,000							3,000,000
	Total Future Projects	**$ -**	**$ -**	**$ 6,540,000**	**$ 2,365,000**	**$ 2,190,000**	**$ 2,325,000**	**$ 3,750,000**	**$ 860,000**	**$ 650,000**	**$ 380,000**	**$ 350,000**	**$ 350,000**	**$ 19,610,000**
Total Planned Project Costs		**$ 2,465,164**	**$ 1,627,000**	**$ 6,840,000**	**$ 2,665,000**	**$ 2,190,000**	**$ 2,325,000**	**$ 3,750,000**	**$ 860,000**	**$ 650,000**	**$ 380,000**	**$ 350,000**	**$ 350,000**	**$ 24,302,164**

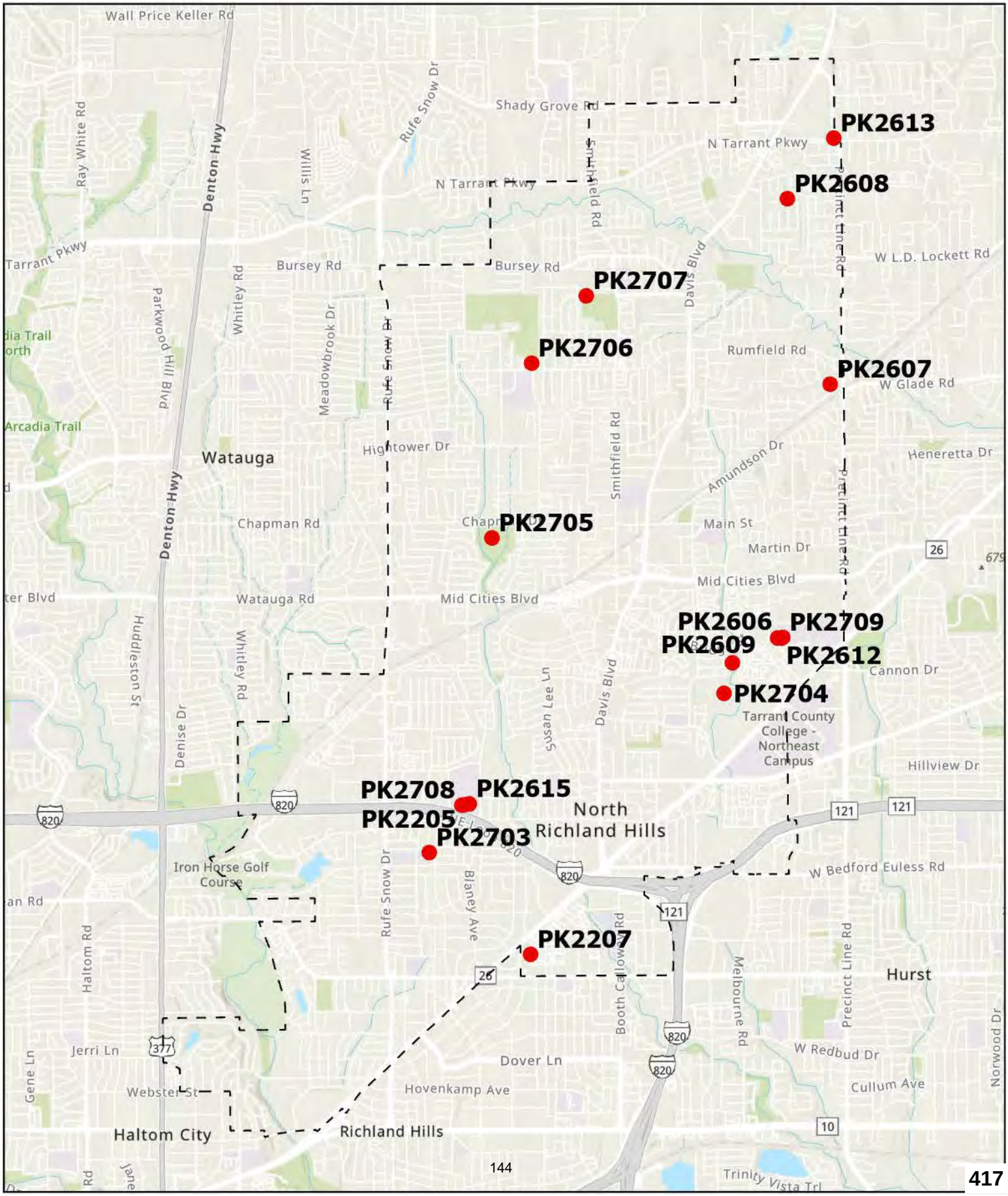
Parks & Recreation Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Funding Sources														
	Reserves - Parks & Rec Facilities Dev. (Fund 125)	1,955,635	740,000	390,000	2,365,000	1,820,000	2,150,000	3,750,000	860,000	650,000	380,000	350,000	350,000	15,760,635
	Reserves - Parks Capital (Fund 355)	210,000	362,000											572,000
	Reserves - Parks Impact Fee (Fund 361)	25,529	500,000	1,500,000										2,025,529
	Reserves - NRH Centre Operations (Fund 126)	174,000		150,000		370,000	175,000							869,000
	Reserves - Golf Operations (Funds 420, 422, 424)	-												-
	Reserves - Golf Capital (Fund 426)	-												-
	Debt Issuance	-		4,500,000										4,500,000
	Grant / Other	100,000	25,000	300,000	300,000									725,000
	Total Funding Sources	**$ 2,465,164**	**$ 1,627,000**	**$ 6,840,000**	**$ 2,665,000**	**$ 2,190,000**	**$ 2,325,000**	**$ 3,750,000**	**$ 860,000**	**$ 650,000**	**$ 380,000**	**$ 350,000**	**$ 350,000**	**$ 24,452,164**

Schedule 4
Parks & Recreation Capital Projects
Budget Summary

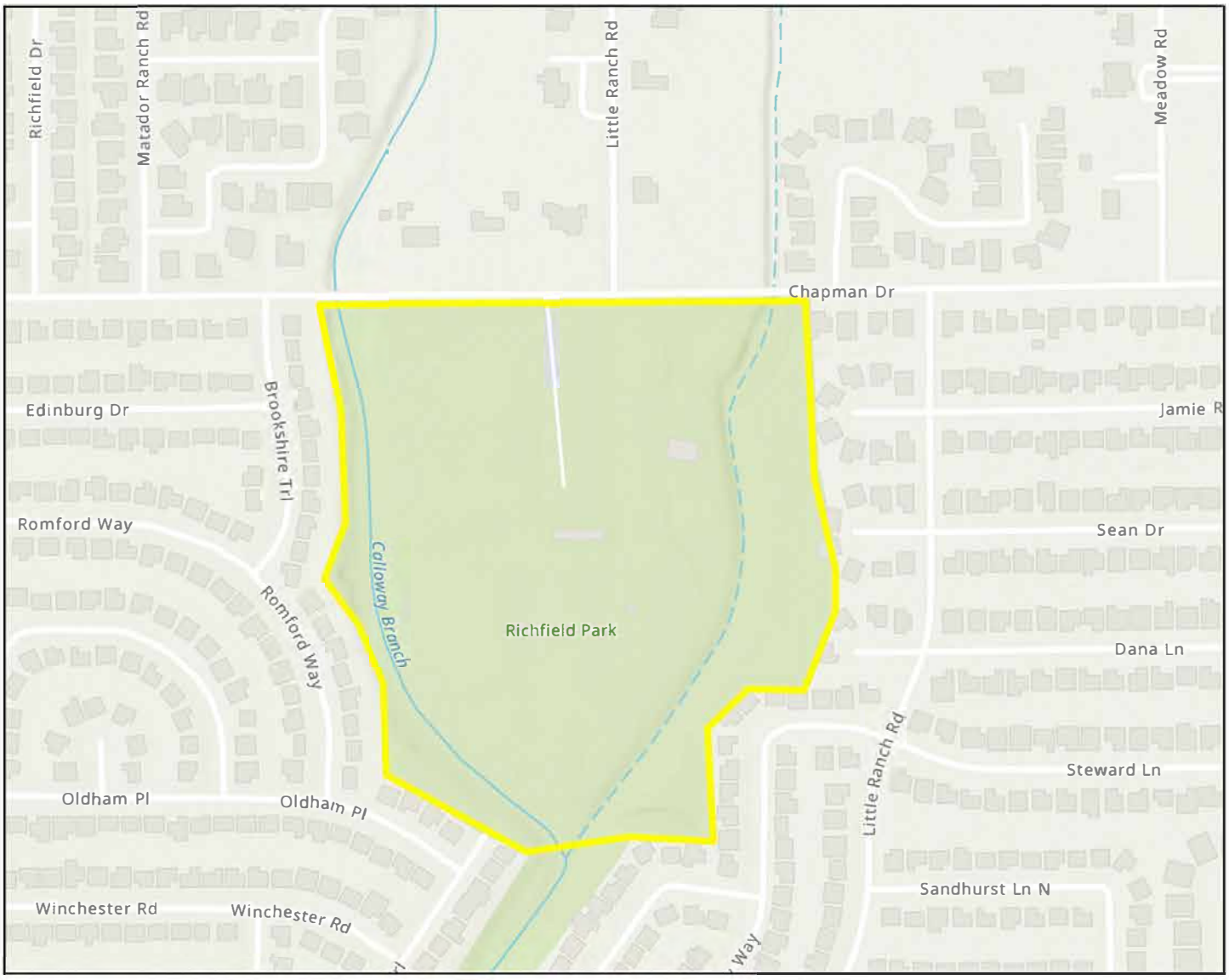
		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
New Projects						
PK2705	Richfield Park Redevelopment	0	500,000	0	0	$ 500,000
PK2703	Clyde Zellers and Founders Park Playground Replacements	0	430,000	0	0	$ 430,000
PK2708	Richland Tennis Center - Court Resurfacing	0	200,000	0	0	$ 200,000
PK2704	Walker's Creek Park Athletic Field Lighting LED Conversion	0	187,000	0	0	$ 187,000
PK2706	Adventure World Accessible Boardwalk Replacement	0	175,000	0	0	$ 175,000
PK2707	Green Valley Pond Infrastructure Replacements	0	135,000	0	0	$ 135,000
Total New Projects		**$ 0**	**$ 1,627,000**	**$ 0**	**$ 0**	**$ 1,627,000**
Continuing Projects						
PK2507	2025 Parks and Recreation Master Plan	140,050	0	0	0	$ 140,050
PK2613	City Entry Sign Replacement	100,000	0	0	0	$ 100,000
PK2207	City Point Trail Development in Oncor Easement	195,114	0	0	0	$ 195,114
PK2608	JB Sandlin Park Playground Replacement	280,000	0	0	0	$ 280,000
PK2607	John Barfield Trail Spring Oak Extension	550,000	0	0	0	$ 550,000
PK2609	Lakes of Hometown Dock Replacement	150,000	0	0	0	$ 150,000
PK2606	NRH Centre Aquatics Outdoor Rentable Space	60,000	0	0	0	$ 60,000
PK2612	NRH Centre Fitness Flooring and Carpet Replacement	174,000	0	0	0	$ 174,000
PK2308	Park Infrastructure Maintenance 2023	220,000	0	0	0	$ 220,000
PK2504	Park Infrastructure Maintenance 2025	245,000	0	0	0	$ 245,000
PK2406	Pond Bathymetry Study	40,000	0	0	0	$ 40,000
PK2205	Richland Tennis Center Infrastructure Maintenance	42,000	0	0	0	$ 42,000
PK2615	Richland Tennis Center- LED Lighting Conversion	189,000	0	0	0	$ 189,000
PK2405	Trail Infrastructure Maintenance	40,000	0	0	0	$ 40,000
PK2505	Trail Infrastructure Maintenance 2025	40,000	0	0	0	$ 40,000
Total Continuing Projects		**$ 2,465,164**	**$ 0**	**$ 0**	**$ 0**	**$ 2,465,164**
Total Project Costs		**$ 2,465,164**	**$ 1,627,000**	**$ 0**	**$ 0**	**$ 4,092,164**
Funding Sources						
Reserves		2,253,579	1,602,000	0	0	$ 3,855,579
Sales Tax		211,585	0	0	0	$ 211,585
Other		0	25,000	0	0	$ 25,000
Total Sources of Funds		**$ 2,465,164**	**$ 1,627,000**	**$ 0**	**$ 0**	**$ 4,092,164**

Parks and Recreation




NORTH RICHLAND HILLS
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Richfield Park Redevelopment







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Richfield Park Redevelopment	PK2705

Project Description

This project includes the concept, design, and engineering for the redevelopment of Richfield Park, one of North Richland Hills' four original parks. The design will seek a more modern and efficient layout by obtaining community and stakeholder input, activating underutilized space within the park, utilizing sustainable materials, and reducing utility consumption. The goal of this renovation will be to provide a park that engages more residents, improves safety, and capitalizes on operational efficiencies for multiple uses within the space.

Project Justification

Richfield Park is over 40 years old and is one of the most heavily used parks within the city. Its aging infrastructure and outdated layout provide the need for a strategic shift from routine maintenance and stand-alone replacements to comprehensive redevelopment. While incremental updates have sustained the park, a full-scale redevelopment is necessary to replace aged infrastructure with modern, cost-efficient and sustainable materials in a layout that maximizes park usage while decreasing maintenance costs. The recent updates and investments (playground 2015 and pickleball courts 2024) would remain relatively unchanged and be incorporated into the new design. Future funding for construction will be determined after final plan selection and subsequent construction proposal processes.

Funding source: $500,000 from Park Impact Fee Fund (361) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2026	09/2028
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	10/2026	09/2028

History	Fiscal Year	Amount
Proposed	2026-27	$500,000
Total		$500,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	500,000	0	0	$500,000
Sales Tax					
Other					
Total Funding	$0	$500,000	$0	$0	$500,000

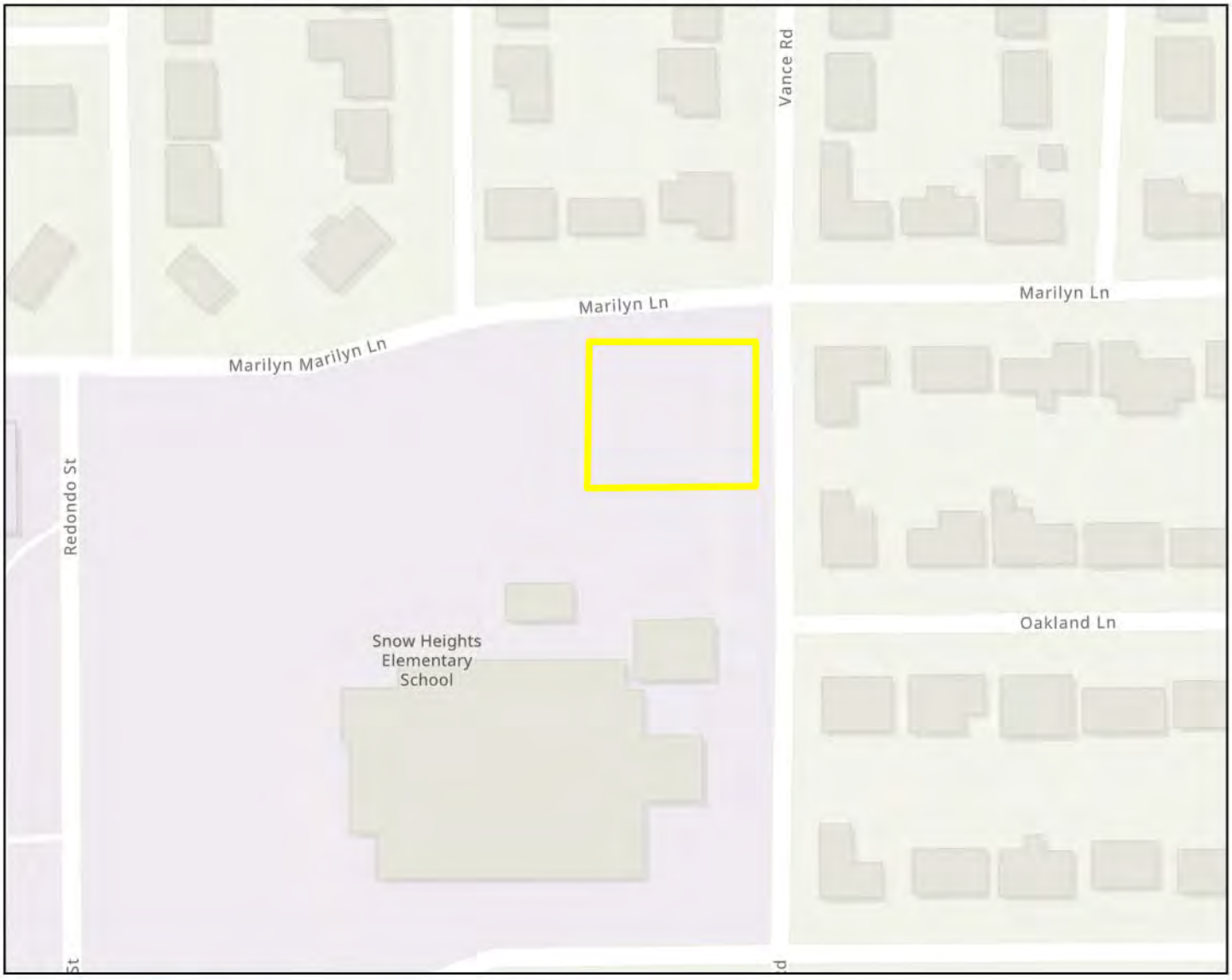
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	0	500,000	0	0	$500,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$0	$500,000	$0	$0	$500,000

Operating Impact

This park renovation is anticipated to decrease operating impacts while increasing park usage by providing a more efficient layout and replacing aged infrastucture that currently necessitates higher levels of regular maintenace and repairs.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Clyde Zellers and Founders Park Playground Replacement







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Clyde Zellers and Founders Park Playground Replacements	PK2703

Project Description

This project provides for the replacement of playgrounds at Clyde Zellers and Founders Parks. The Parks and Recreation Department developed an Infrastructure Management Plan for park amenities to address long term funding needs for replacements and renovations of park sites and their amenities. Park assets are subject to continual heavy usage, exposure to the elements and natural aging processes. The Asset Management Plan and ongoing park inspections are used to identify assets that have become worn, unsafe, or unsightly and to create a prioritized timeline for their repair, renovation, replacement or removal.

Project Justification

The playgrounds at Clyde Zellers and Founders Parks were constructed in 2003. Life expectancies for park playgrounds such as these have averaged slightly over twenty years. While parts are replaced throughout the life of the structure, these playgrounds have reached a point that necessitates total replacement to ensure playground safety standards are continuously met. Due to the fact that older playgrounds are often exposed to the summer sun and heat, the 2007 Parks, Recreation and Open Space Master Plan makes specific recommendations for parks to incorporate shade over play areas. This project will serve to provide a safe, accessible, and high-quality play experience for our citizens to enjoy for years to come.

Funding Source: $430,000 from Park Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$430,000
Total		$430,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	430,000	0	0	$430,000
Sales Tax					
Other					
Total Funding	$0	$430,000	$0	$0	$430,000

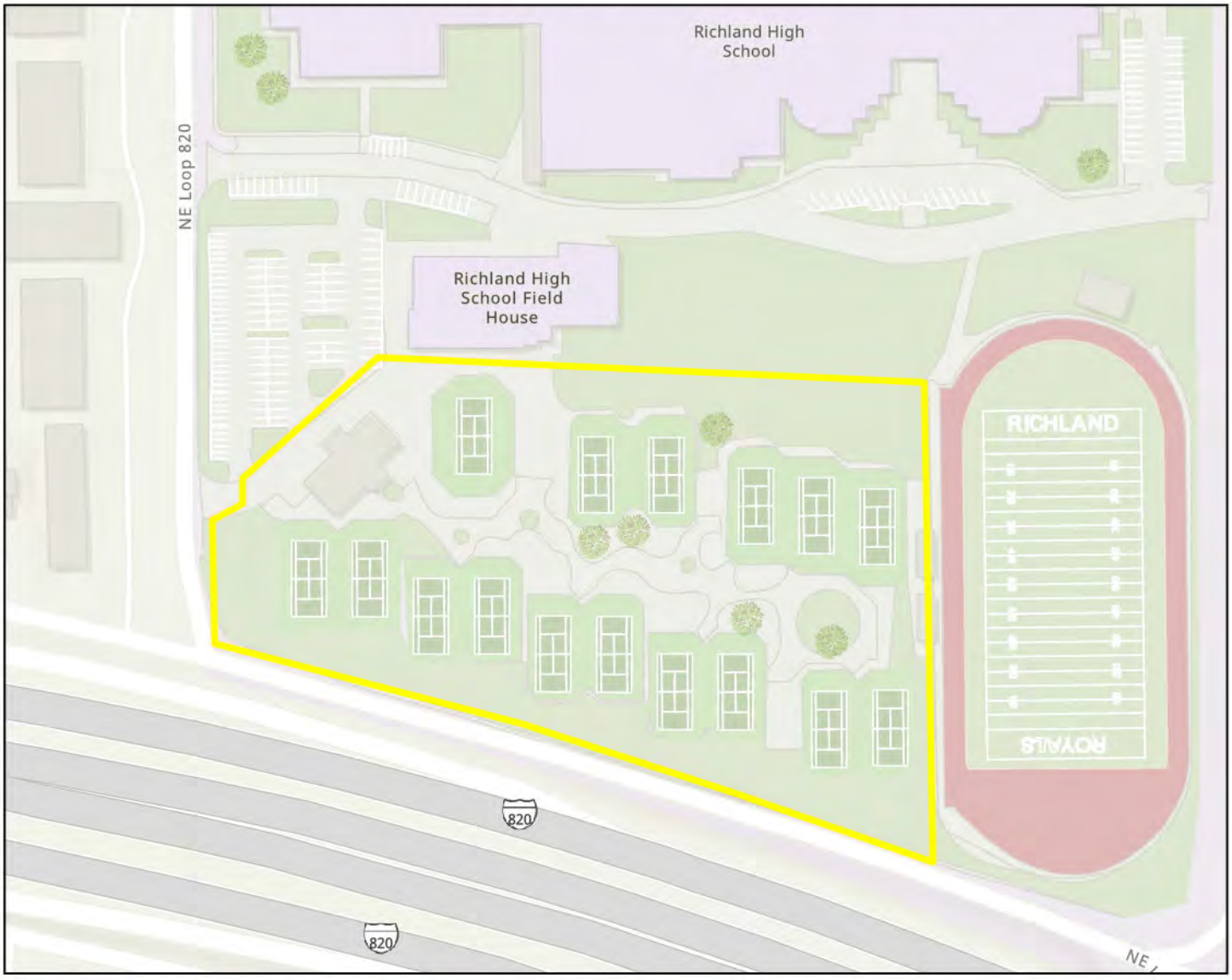
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	430,000	0	0	$430,000
Other					
Total Costs	$0	$430,000	$0	$0	$430,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Richland Tennis Center - Court Resurfacing







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Richland Tennis Center - Court Resurfacing	PK2708

Project Description

The Richland Tennis Center court resurfacing project provides funding for resurfacing all 16 courts at Richland Tennis Center. The last full court resurfacing took place in 2020. The average lifespan for this process is 4-8 years based on usage. The current surfaces are entering their 7th year of use.

Project Justification

Industry standards recommend resurfacing hard-surface courts every 4–8 years, with high-use regional facilities typically requiring resurfacing every 5–6 years to maintain safe play conditions and prevent structural deterioration. After six years of continuous use, the courts are showing normal wear consistent with this lifecycle, including surface fading, reduced traction, and early cracking, all of which can impact safety and playability if not addressed. Resurfacing at this time will protect the underlying court structure, extend the life of the facility, and prevent more costly repairs in the future while ensuring the courts continue to meet community expectations for quality and safety.

Based on the current joint use agreement with BISD, they provide funding for 25% of the court resurfacing project, equating to approximately 4 of the 16 courts. Staff will also be pursuing potential grant funding though national and local USTA for this project.

Funding Source: $175,000 from Park Sales Tax (125) Reserves and $25,000 from BISD.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed		$200,000
Total		$200,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	175,000	0	0	$175,000
Sales Tax					
Other	0	25,000	0	0	$25,000
Total Funding	$0	$200,000	$0	$0	$200,000

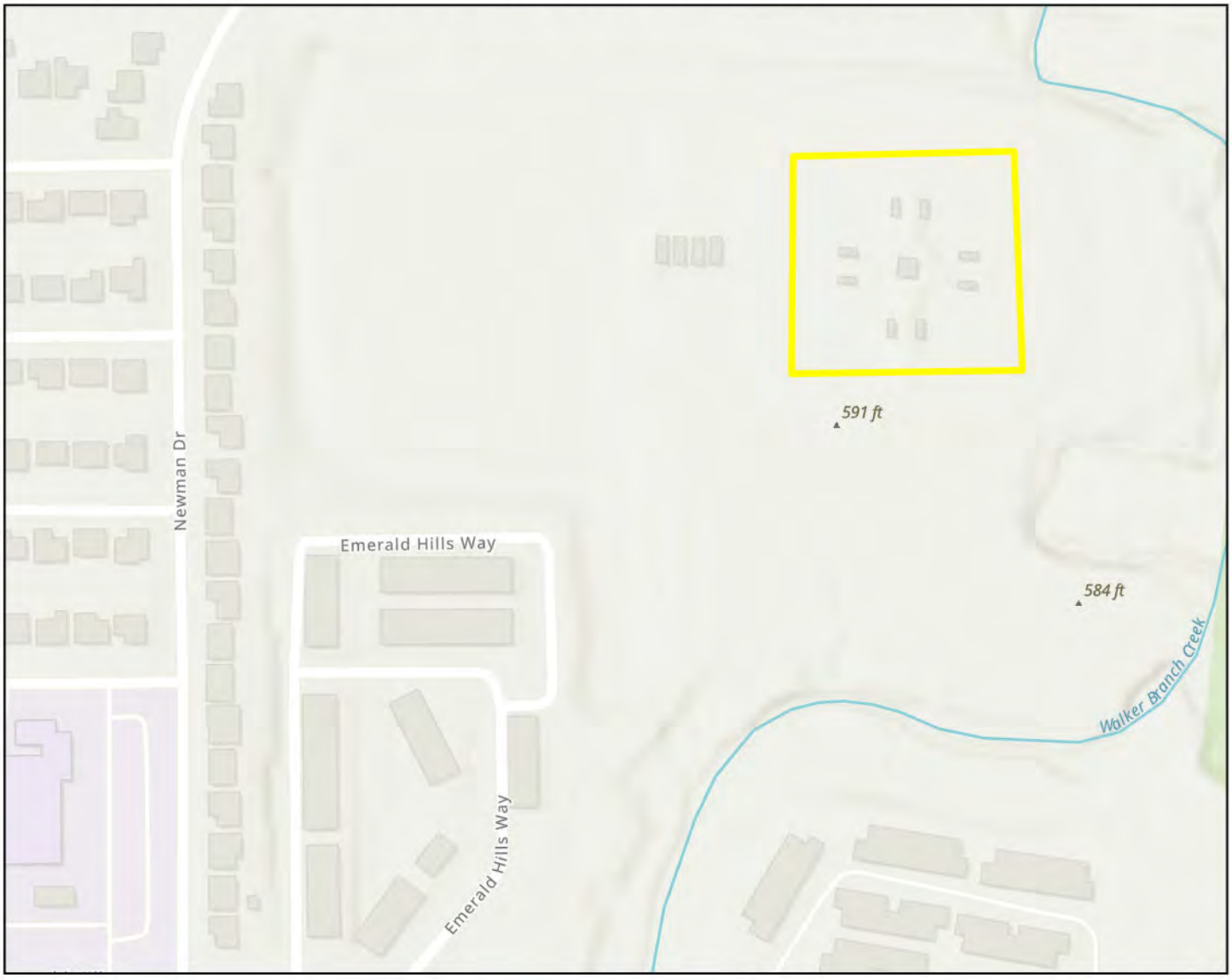
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	200,000	0	0	$200,000
Other					
Total Costs	$0	$200,000	$0	$0	$200,000

Operating Impact

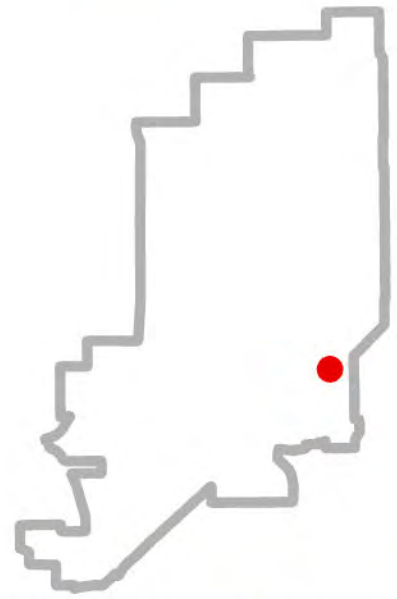
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Walker's Creek Park Athletic Field Lighting LED Conversion







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Walker's Creek Park Athletic Field Lighting LED Conversion	PK2704

Project Description

This project will provide for the design and replacement of the athletic field lighting fixtures at Walker's Creek Park on four softball fields. The athletic field lighting was installed with the initial park construction completed in 1998. The project goals are to replace aging infrastructure, reduce long-term maintenance and capitalize on energy efficiency improvements resulting in lower annual operational expenditures while providing better quality field of play lighting while also reducing spill lighting into surrounding areas.

Project Justification

The age of existing electrical components coupled with improved efficiencies in athletic field lighting sector provide justification for the project in several areas. Conversion to LED light fixtures will provide approximately a 50 percent reduction in electric usage as well as over a 50 percent reduction in electrical demand, the main factor influencing annual electricity expenses. From a maintenance perspective, LED fixtures require less maintenance, replacements, and repairs thus increasing the quality of product while reducing labor and material expenses. Light quality provided in the LED conversion will be substantially better than existing metal halide lighting and will provide enhanced visibility to athletes while controlling "light pollution" that can spill into surrounding areas. This infrastructure improvement will improve safety, operations, and result in long-term fiscal benefits.

Funding Source: $187,000 from Park Capital Project Fund (355) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$187,000
Total		$187,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	187,000	0	0	$187,000
Sales Tax					
Other					
Total Funding	$0	$187,000	$0	$0	$187,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	187,000	0	0	$187,000
Other					
Total Costs	$0	$187,000	$0	$0	$187,000

Operating Impact

This project will result in approximately a 50 percent reduction in electric costs related to the athletic field lighting.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Adventure World Accessible Boardwalk Replacement







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Adventure World Accessible Boardwalk Replacement	PK2706

Project Description

This project provides for the replacement of the boardwalk at Adventure World Playground with sustainable materials. The boardwalk is approximately 430 linear feet and was constructed in 2014 in conjunction with the playground replacement and park renovation on the south end of Cross Timbers Park. The 2014 playground replacement and associated improvements provided a complete accessible playground. The boardwalk was constructed to provide an accessible, natural escape into the Coss Timbers ecosystem.

Project Justification

The Woodland Excursion boardwalk at Adventure World Playground has reached the end of its lifecycle. Escalating maintenance requirements and regularly occurring safety concerns for visitors necessitates a full replacement. Replacing the existing lumber with sustainable materials will ensure long-term durability while meeting current ADA accessibility standards for all users. This upgrade not only preserves the unique "nature trek" experience within Cross Timbers park but also reduces recurring repair costs and mitigates recurring safety concerns.

Funding Source: $175,000 from Park Capital Project Fund (355) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$175,000
Total		$175,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	175,000	0	0	$175,000
Sales Tax					
Other					
Total Funding	$0	$175,000	$0	$0	$175,000

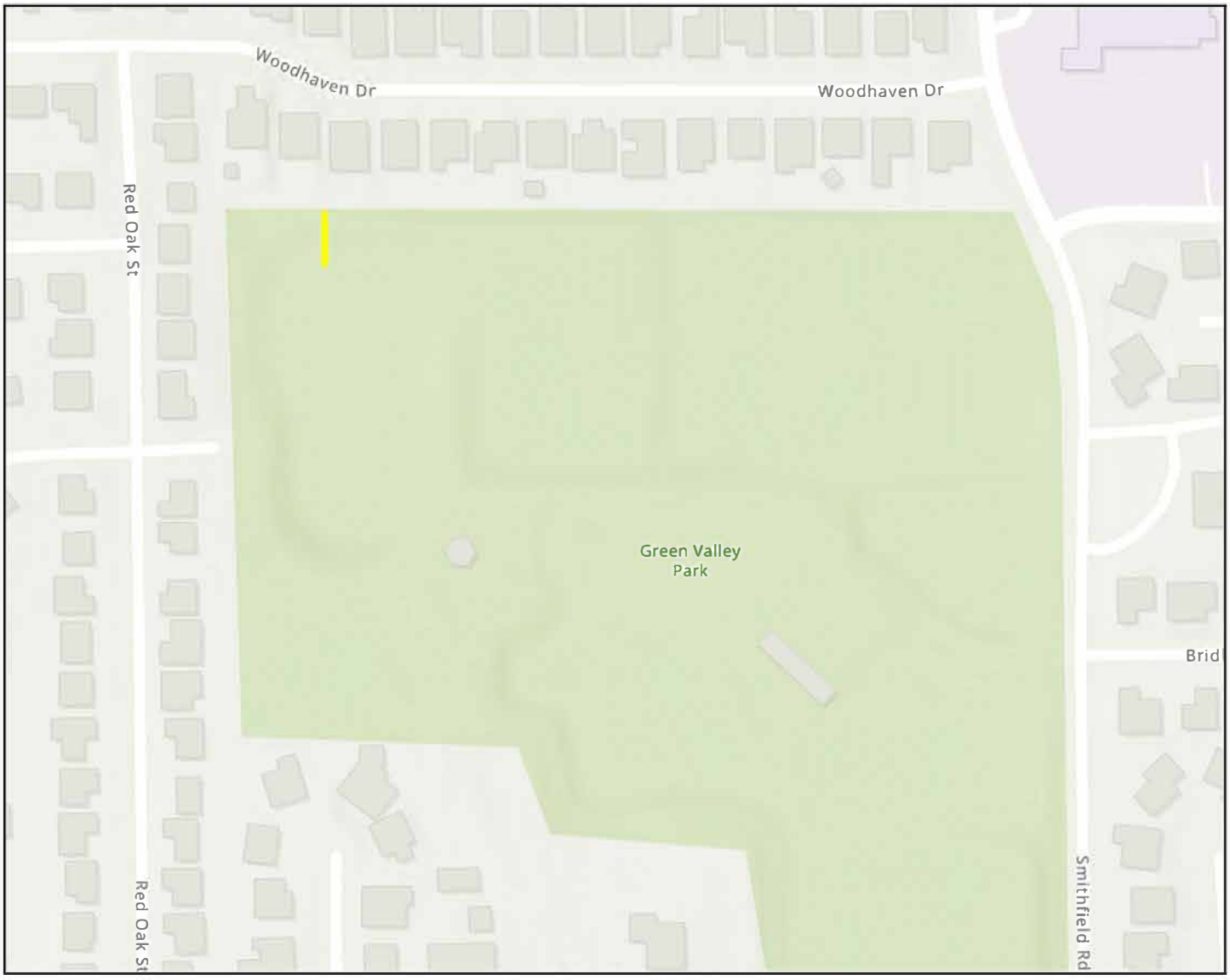
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	175,000	0	0	$175,000
Other					
Total Costs	$0	$175,000	$0	$0	$175,000

Operating Impact

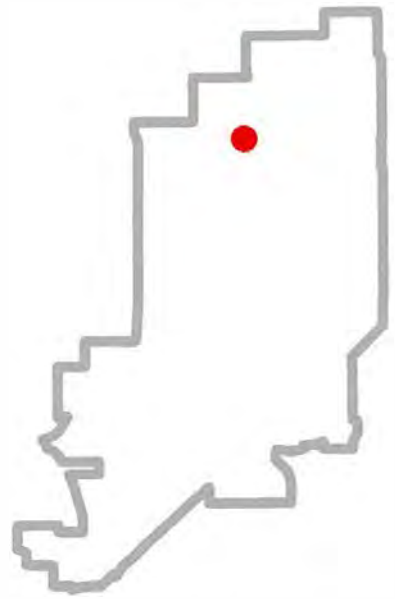
This project will reduce operational costs, allowing reallocation of labor hours and resources.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Green Valley Pond Infrastructure Replacements







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Green Valley Pond Infrastructure Replacements	PK2707

Project Description

This project serves to provide for two key infrastructure replacements relating to the west pond at Green Valley Park. One item will replace approximately 400 linear feet of storm drainpipe at Green Valley Park. This 12" pipe serves an overflow drain at the back pond at the park. The pond itself functions in several capacities, including natural area preservation, recreational fishing, and as a stormwater retention pond for the adjacent neighborhood to the west. The drain line also crosses underneath two soccer fields which will result in a slightly more specialized backfill and turf repair within the construction area. The second item will replace the dock which was initially constructed with the development of Green Valley Park. The dock serves as an access point to the pond for anglers and other park users looking to find respite in this natural area.

Project Justification

Over the past decade, several isolated repairs have been performed to this drainpipe as a result of collapsed piping. The depth of the line and water flow from the pond results in these repairs being difficult and costly. The collapsed piping drastically reduces the pond's ability to drain, and, at certain times, risks overflow which could potentially impact properties to the north. To mitigate the need for additional repairs and future risks, the line is in need of a full replacement. The dock that serves this same pond has reached its life expectancy and is in need of a complete replacement to continue to ensure safe usage for years to come.

Funding Source: $135,000 from Park Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$135,000
Total		$135,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	135,000	0	0	$135,000
Sales Tax					
Other					
Total Funding	$0	$135,000	$0	$0	$135,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	135,000	0	0	$135,000
Other					
Total Costs	$0	$135,000	$0	$0	$135,000

Operating Impact

This project will reduce future operating costs by reducing the need for consistent repairs.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	2025 Parks and Recreation Master Plan	PK2507

Project Description

This project serves to establish a 2025 Park System Master Plan that aligns with current community goals to guide the overall direction of Parks and Recreation within the City. A parks and recreation master plan is a comprehensive, long-range strategy for the creation, optimization, and maintenance of a community's assets. The Master Plan will assess current and future recreational needs, establish a long range vision, and will identify and prioritize future capital improvement projects. Public input along with data on current infrastructure, facilities, and programs will be analyzed to create the 2025 Park System Master Plan utilizing professional services.

Project Justification

The need for a current Parks, Recreation, and Open Space Master Plan guides long term parks and recreation planning, ensuring sustainable operations, fiscal planning, and supports future grant applications that requires plans be at least 5–7 years old showing commitment to public input, plan updates and regular assessment. The last full plan was completed in 2007. This project will incorporate public input and professional analysis to create a ten year implementation strategy and includes recreational programming and operational efficiency assessments ensuring the parks and recreation needs of the community are delivered in an efficient and sustainable way.

The fully completed master plan includes four phases:
• Discovery – public engagement and data collection; including statistically valid survey (funded)
• Assessment – evaluating access, conditions, programming, and operational efficiency (funded by project savings transfers)
• Recommendations – investment priorities and policy guidance (funded by project savings transfer and revised request)
• Implementation – delivery and adoption of the final plan (funded by revised request)

Total project cost is $140,050, funded entirely through Park Sales Tax (125). Funding sources include the original FY25 adoption ($45,000), transferred FY25 project savings ($96,389), and the updated FY26 funding revision request of $23,661.

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2024	09/2027
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	10/2024	09/2027

History	Fiscal Year	Amount
Adopted Budget	2024-25	$45,000
Revision	2024-25	$96,389
Revision	2025-26	($1,339)
Total		$140,050

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	140,050	0	0	0	$140,050
Sales Tax					
Other					
Total Funding	$140,050	$0	$0	$0	$140,050

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	140,050	0	0	0	$140,050
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$140,050	$0	$0	$0	$140,050

Operating Impact

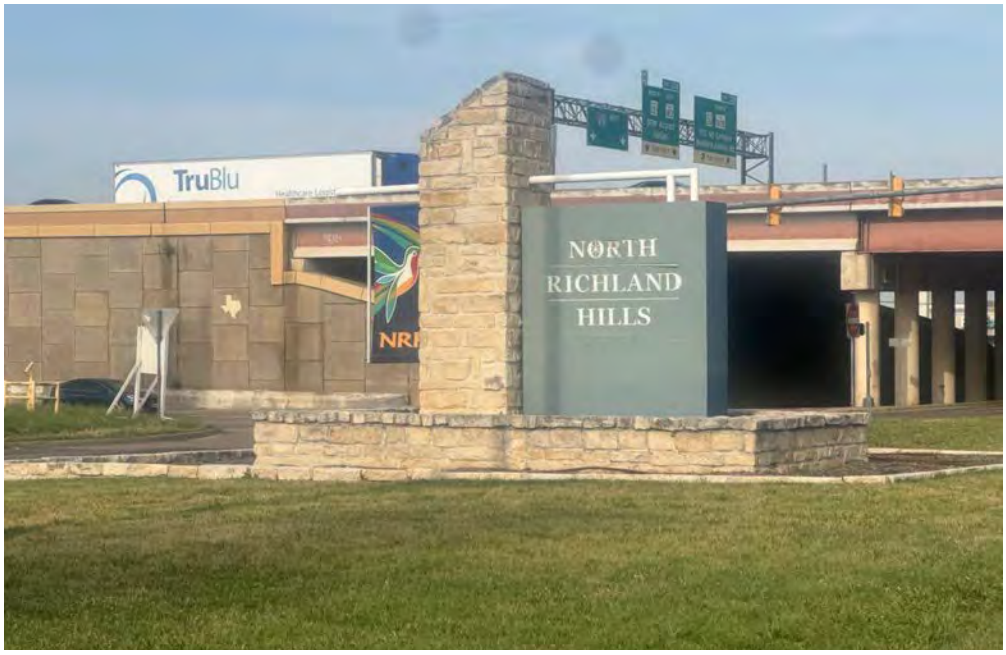
Not applicable.

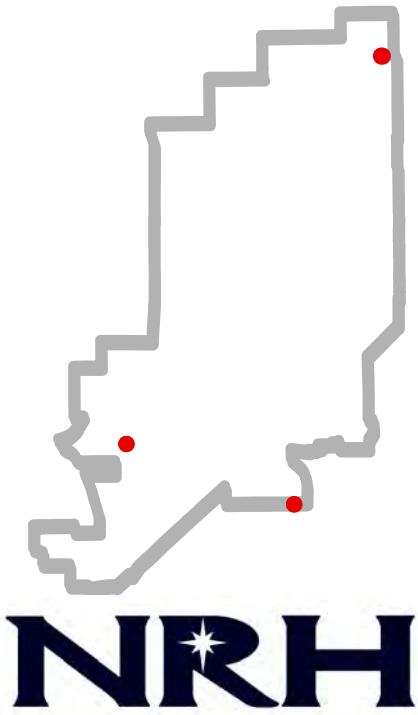
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


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City Entry Sign Replacement







Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	City Entry Sign Replacement	PK2613

Project Description

This project serves to replace the City entry signs located at select entryways to the city. City entry signs are located on major arterial, minor arterial, and major collector roadways. Two of the eleven proposed signs will have LED digital displays that will be used to promote and share information on a variety of City related topics.

Project Justification

Existing City entry signs were constructed in 2001. Over the past twenty four years, these signs have received countless repairs to maintain their visual appearance. They have now reached their life expectancy and many of them are in need of new panels, paint, lighting, and acrylic letters. Current signs and their existing conditions do not represent the city well. The costs associated with reconditioning all signs, along with their outdated appearance, make total sign replacement the best option at this time. Digital displays on two of the eleven signs will provide another avenue to engage residents and enhance their connection with the City.

Funding Source: $100,000 from Promotional Fund (105) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2025	09/2026
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$100,000
Revision	2025-26	$0
Total		$100,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	100,000	0	0	0	$100,000
Sales Tax					
Other					
Total Funding	$100,000	$0	$0	$0	$100,000

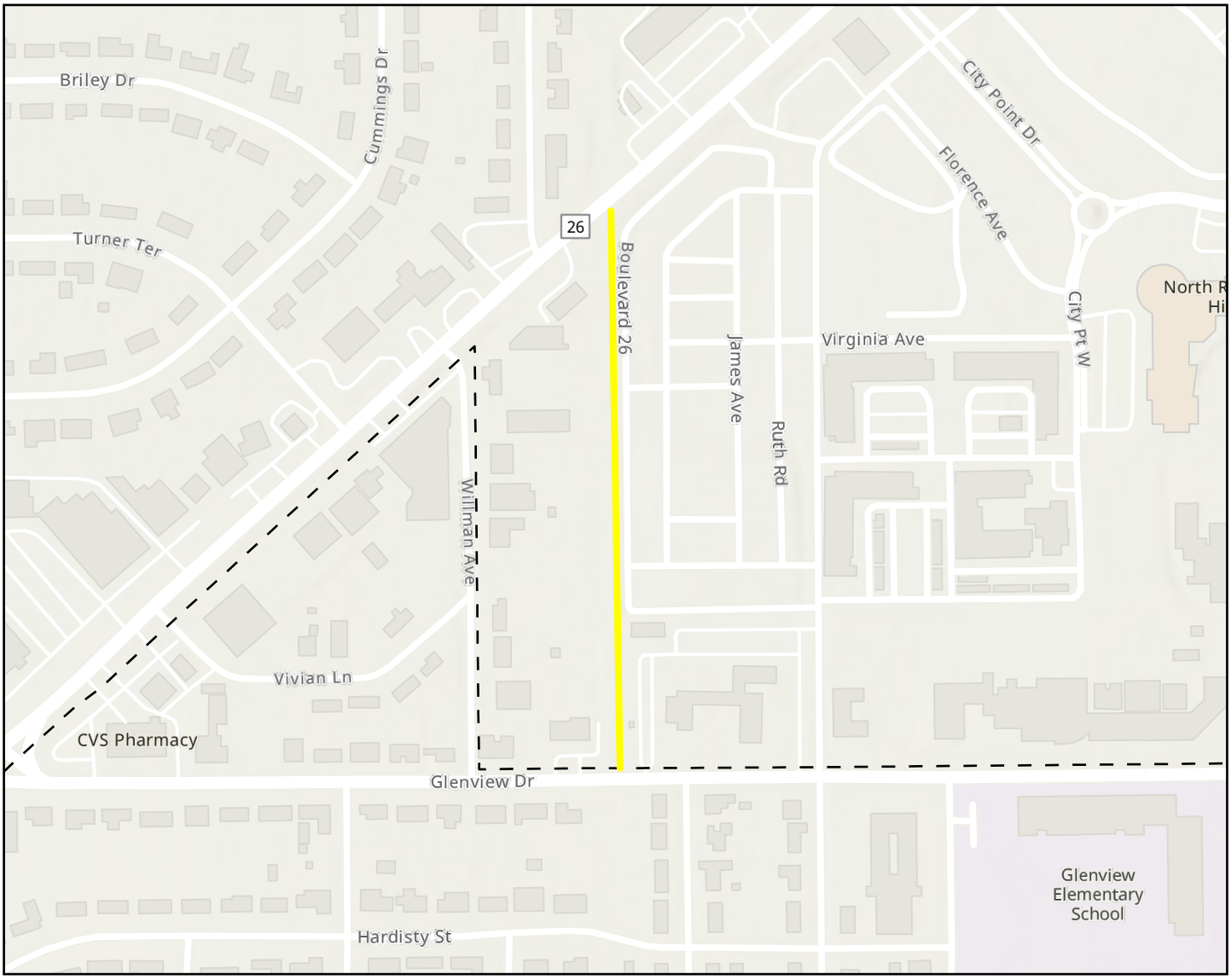
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	95,000	0	0	0	$95,000
Land/ROW Acquisition					
Construction	5,000	0	0	0	$5,000
Other					
Total Costs	$100,000	$0	$0	$0	$100,000

Operating Impact

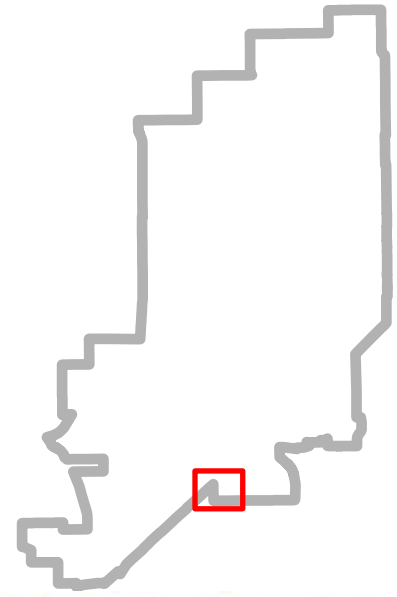
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

City Point Trail Development in Oncor Easement







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	City Point Trail Development in Oncor Easement	PK2207

Project Description

This project will provide for the design and construction of a 10' wide multi-use trail in the Oncor easement just west of the City Point development from Glenview Drive northward to an existing 6' wide residential pedestrian trail system adjacent to City Point Phase 2 along Blvd 26.

Project Justification

One of the top recommendations expressed by our City Council and Parks and Recreation Board from the 2016 Park Master Plan update is to provide additional trail connections and improvements.. The original 2007 Parks and Recreation Master Plan includes recommendations for connecting major trails to immediate surrounding parks and neighborhoods. City Point is an urban village in the heart of North Richland Hills. The 52 acre development will consist of approximately 380 single-family lots, 8 acres of multifamily development, 60,000 square feet of commercial space, an amenity center, internal pedestrian trails and open green space. The first phase of development in the northeast corner of City Point will connect residents and shoppers directly to the 10' wide Randy Moresi Multi Use Trail along Calloway Branch.

This project will serve to connect residents in the second phase of development along the west side of City Point with a 10' wide multi-use trail from Glenview Drive northward into the residential trail system next to Blvd 26. The trail connection at Glenview will give NRH residents an opportunity to connect to a similar type trail in Oncor easement in Richland Hills southward to the TRE. All phases of City Point will connect to the JoAnn Johnson Trail which begins at the intersection of Blvd 26 and City Point Drive. With the development of this project, City Point and the North Richland Hills City Hall will be the epicenter of new development south of IH Loop 820 with approximately 5 miles of trail connections in Richland Hills and North Richland Hills.

Funding Source is Park Sales Tax (125) and Park Impact Fees (Fund 360).

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2021	09/2026
Engineering/Design		
Land/ROW Acquisition		
Construction	06/2022	09/2026
Other		
Total Schedule	10/2021	09/2026

History	Fiscal Year	Amount
Adopted Budget	2021-22	$165,000
Revision	2022-23	$25,529
Revision	2024-25	$4,585
Total		$195,114

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	25,529	0	0	0	$25,529
Sales Tax	169,585	0	0	0	$169,585
Other					
Total Funding	$195,114	$0	$0	$0	$195,114

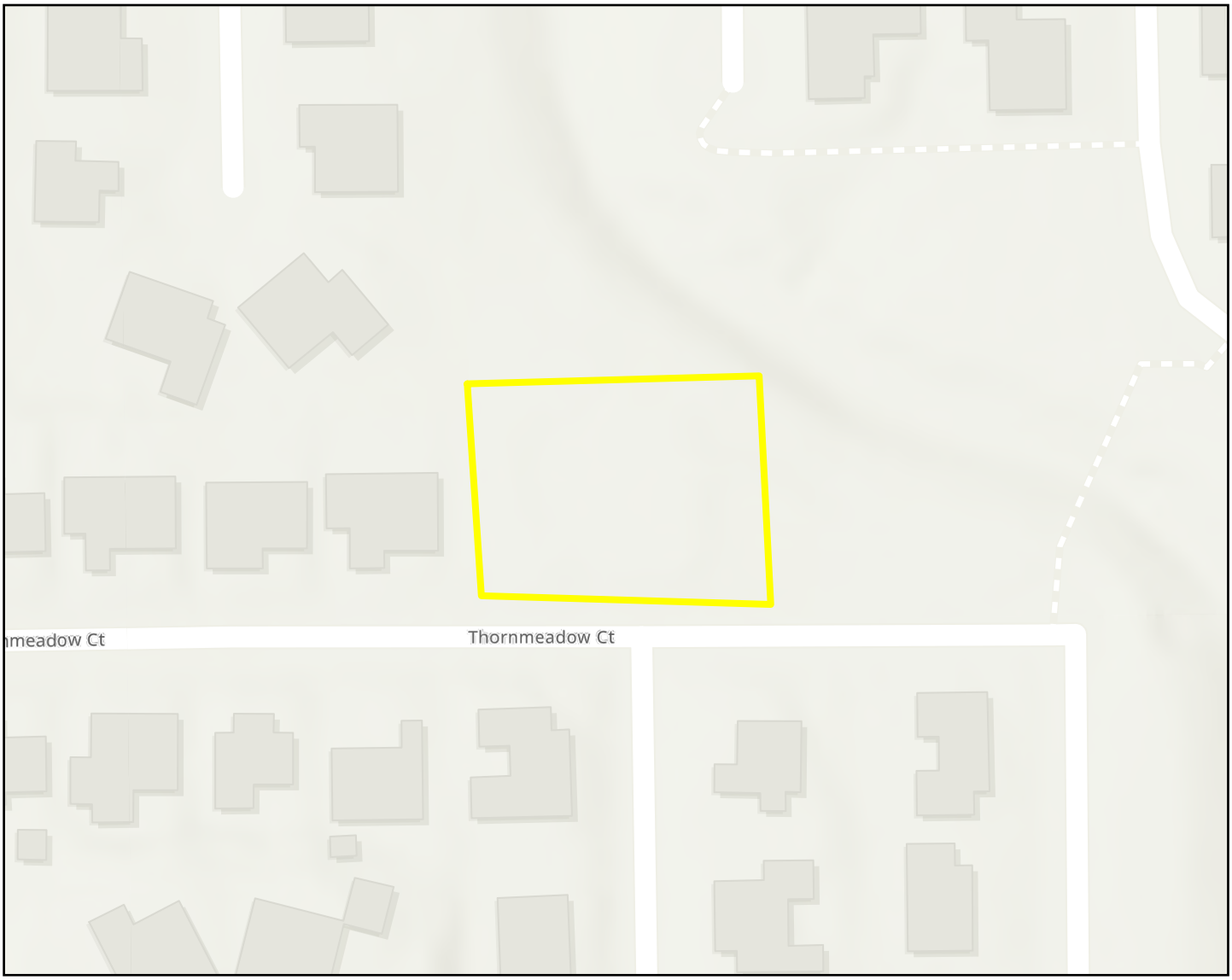
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	38,752	0	0	0	$38,752
Engineering/Design					
Land/ROW Acquisition					
Construction	156,362	0	0	0	$156,362
Other					
Total Costs	$195,114	$0	$0	$0	$195,114

Operating Impact

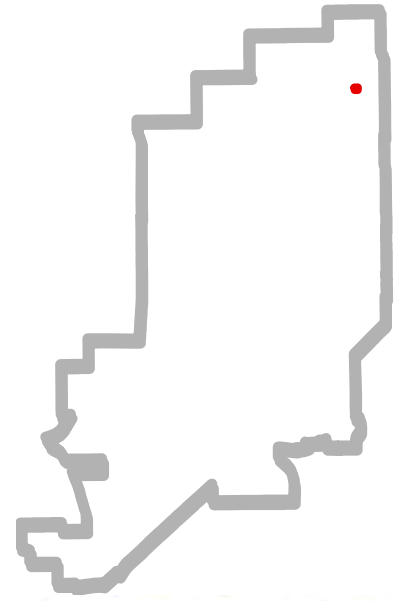
Maintenance increase.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

JB Sandlin Park Playground Replacement







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	JB Sandlin Park Playground Replacement	PK2608

Project Description

This project provides for the replacement of the playground at JB Sandlin Park as well as the incorpration of shade into the playground installation. This project will serve to provide a safe, accessible and high quality play experience for our citizens to enjoy for years to come.

Project Justification

The Parks and Recreation Department developed an Infrastructure Management Plan for park amenities which address long term funding needs for replacement and renovation of park sites and their amenities. Park assets are subject to continual heavy usage by citizens, exposure to the elements and natural aging process. The Infrastructure Management Plan and ongoing park inspections performed monthly by staff are used to identify assets that have become worn, unsafe or unsightly and to create a priority timeline for their repair, renovation or removal.

The JB Sandlin Park Playground was constructed in 2001. From the original construction, some parts are no longer available for replacement or retrofit. Due to the fact that older playgrounds are often exposed to the summer sun and heat, the 2007 Parks, Recreation and Open Space Master Plan makes specific recommendations for parks to construct shade structures over play areas.

The project funding source: $280,000 from Park Development Fund (125) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2027
Other		
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$280,000
Total		$280,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	280,000	0	0	0	$280,000
Sales Tax					
Other					
Total Funding	$280,000	$0	$0	$0	$280,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	280,000	0	0	0	$280,000
Other					
Total Costs	$280,000	$0	$0	$0	$280,000

Operating Impact

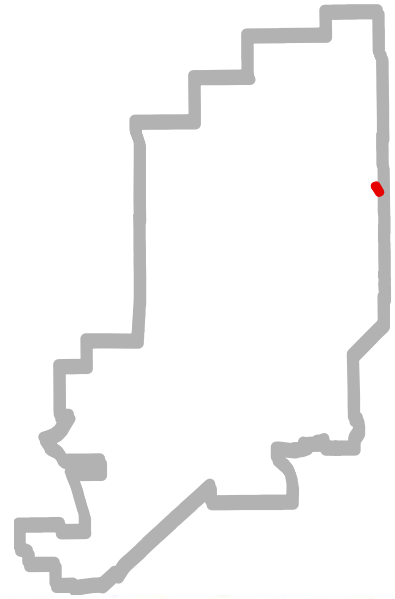
This project will reduce the need for replacement of failing playground parts thus saving time and funding that can be allocated towards other aging infrastructure.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

John Barfield Trail Spring Oak Extension







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	John Barfield Trail Spring Oak Extension	PK2607

Project Description

This project serves to design and construct a portion of the John Barfield Trail within the Oncor powerline easement behind residences on the east side of Spring Oak Drive. The current design of the trail provides an on-road connection down Spring Oak Drive. This project will bring this section of trail off-road as well as connect to an existing sidewalk for trail access by residents of the newly developed Rumfield Estates. This project will include survey, design, a flood study, and trail construction that will include concrete trail, a structure to cross a tributary to Little Bear Creek, and a street crossing where Spring oak Drive and the new trail would intersect.

Project Justification

The popularity of cycling, walking and running in North Richland Hills is demonstrated by the high level of usage of the City's trail system. Trail use by cyclists and pedestrians has shown a continual increase over the past several years, with numbers expected to continue to rise. This project specifically addresses safety by reducing the interaction of cyclists and pedestrians with vehicles by improving the connectivity of off-road routes. When the John Barfield Trail was constructed in 2013, a small section of property not owned by the city prohibited this section of trail to be constructed as a part of the entire project. In 2024, that property was deeded over to the City, thus making it possible to complete this connection. Currently, the on-road section requires cyclists and pedestrians to enter the roadway from the trail, navigate around on-street parked vehicles, moving vehicles, and cross behind driveways. This project will create a much safer route for trail users and also provide a connection for additional residents of the newly constructed houses within Rumfield Estates to the John Barfield Trail.

Funding Source: $550,000 from Park Development Fund (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2027
Other		
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$550,000
Revision	2025-26	$0
Total		$550,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	550,000	0	0	0	$550,000
Sales Tax					
Other					
Total Funding	$550,000	$0	$0	$0	$550,000

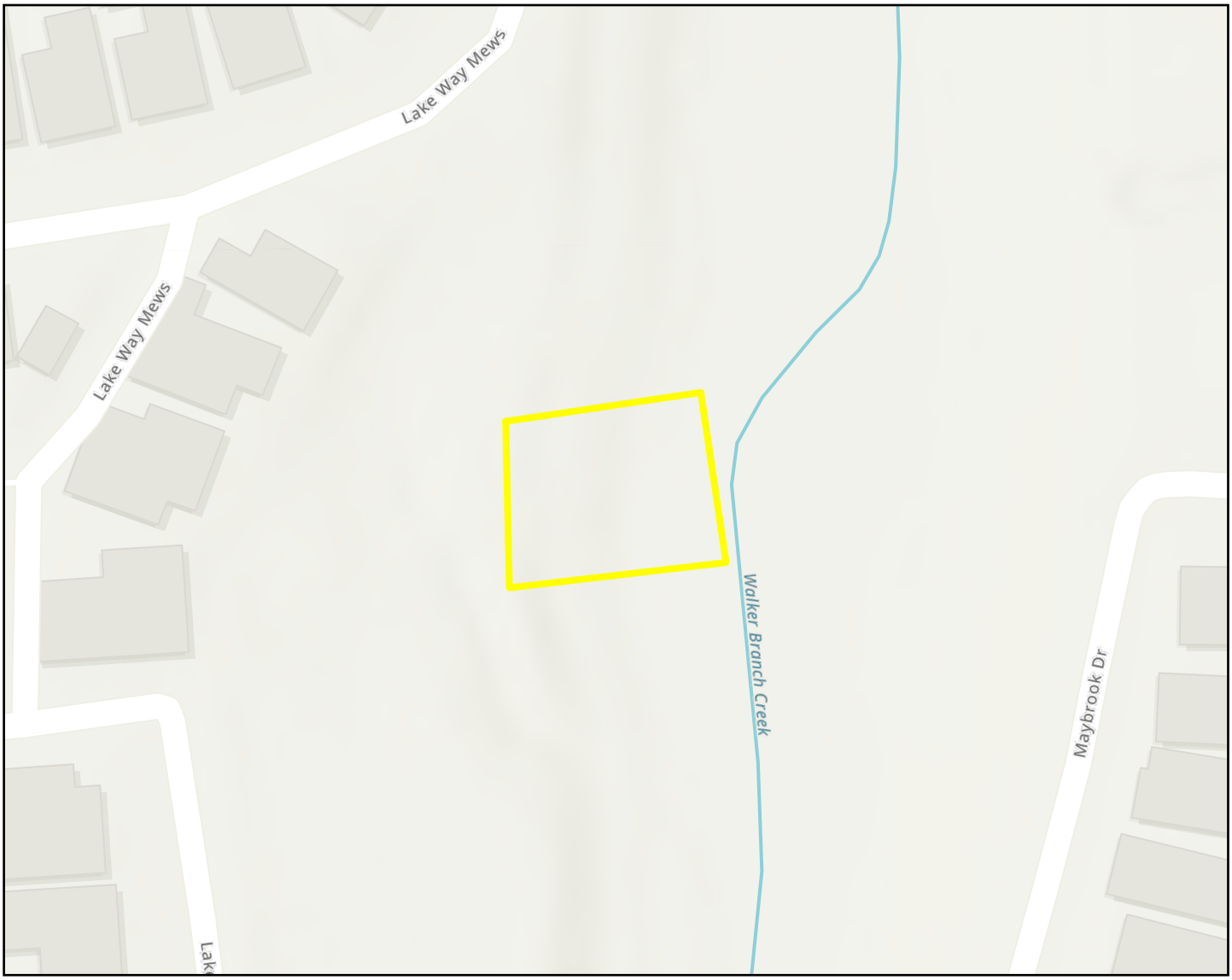
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	176,000	0	0	0	$176,000
Engineering/Design					
Land/ROW Acquisition					
Construction	374,000	0	0	0	$374,000
Other					
Total Costs	$550,000	$0	$0	$0	$550,000

Operating Impact

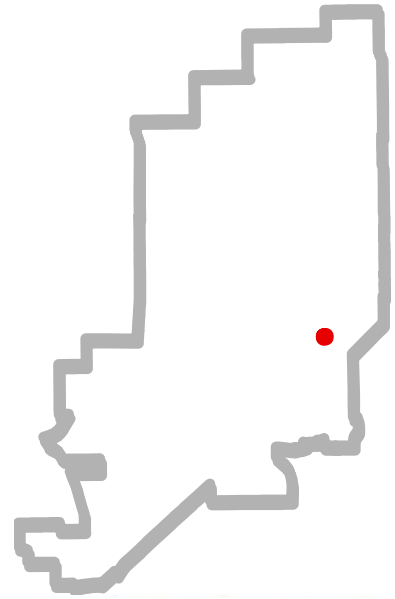
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Lakes of Hometown Dock Replacement







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Lakes of Hometown Dock Replacement	PK2609

Project Description

This project serves to replace the observation/fishing pier at the Lakes of Hometown. The existing dock was built in 2005 and is in need of a complete replacement. The proposed replacement dock will be constructed of sustainable materials that will be able to survive the elements and occasional submersion under water during heavy rain events. The dock will utilize the same concrete peirs that are supporting the current structure.

Project Justification

The Parks and Recreation Department developed an Infrastructure Management Plan for park amenities which address long term funding needs for replacement and renovation of park sites and their amenities. Park assets are subject to continual heavy usage by citizens, exposure to the elements and natural aging process. The Infrastructure Management Plan and ongoing park inspections performed monthly by staff are used to identify assets that have become worn, unsafe or unsightly and to create a priority timeline for their repair, renovation or removal.Implementing the Infrastructure Management Plan relies heavily on repairs and renovation to prolong the life of the asset and reduce the need for a complete replacement.

Not only is this dock exposed to the elements like most infrastructure within the parks, it also is sumberged under water frequently during heavy rain events.
Decking has been replaced entirely once, has been painted to prolong life on a regular basis, and has received regular repairs to guardrails. The asset is to a point where the support structures are near failure and the structure is in need of a total replacement.

The project funding source: $145,000 from Parks Capital Projects Fund (355) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	12/2026
Other		
Total Schedule	10/2025	12/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$150,000
Total		$150,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	150,000	0	0	0	$150,000
Sales Tax					
Other					
Total Funding	$150,000	$0	$0	$0	$150,000

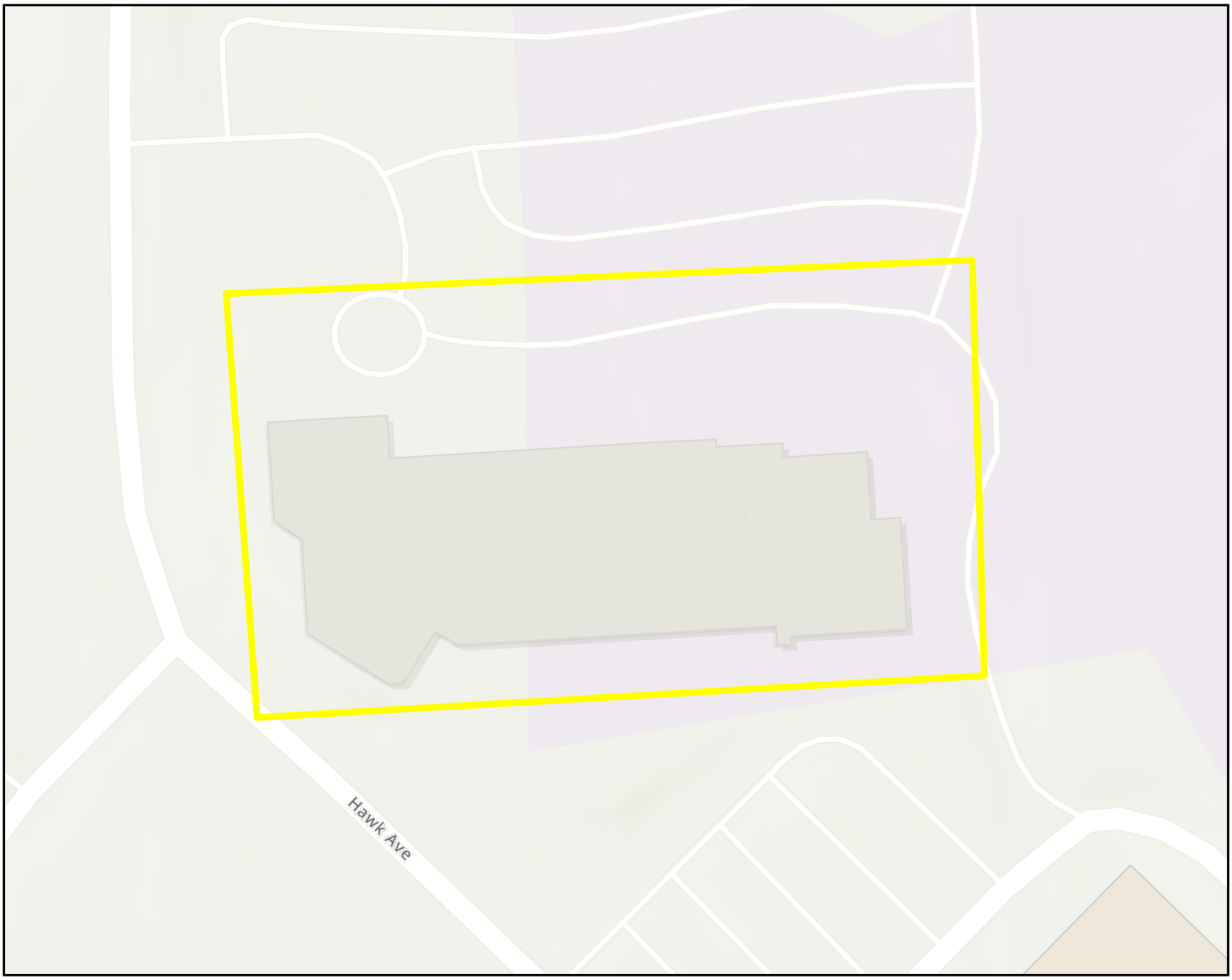
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	150,000	0	0	0	$150,000
Other					
Total Costs	$150,000	$0	$0	$0	$150,000

Operating Impact

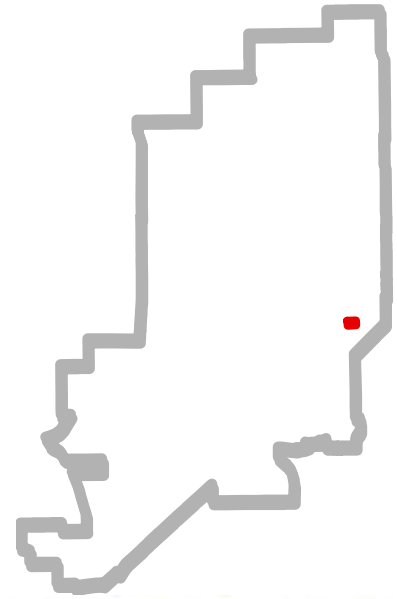
This project will reduce the amount of maintenance and repairs needed to keep this bridge safe. Staff will be able to redirect time and resources to preserving other aging infrastructure.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

NRH Centre Aquatics Outdoor Rentable Space







Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	NRH Centre Aquatics Outdoor Rentable Space	PK2606

Project Description

This project is to create an additional rentable space for NRH Centre Aquatics area. Currently the NRH Centre does not offer an outdoor rental option. The additional space would serve a dual purpose by providing another usable area for seasonal youth and family programming and provide more rentable options for aquatics parties. The construction would be minimal and would include a concrete pad, required safety fencing, seating, and a shade structure to compliment the building exterior while providing direct access to the interior aquatics space.

Project Justification

NRH Centre Aquatics is a desirable rental space for both private and operational hours pool parties. Aquatics currently hosts 366 party rentals per year and has regular demand for additional rental space. The additional rental space would allow for larger group rentals for private parties and serve as a third rental option for during operational hours parties increasing the capacity with minimal additional staff required. The outdoor space provides for increasing rentable areas for parties and programming space throughout the weekdays. Parties are currently available at a rate of $150 - $395, the current rates would create a positive return on investment for this project within the first 3-4 years while providing much needed additional space for seasonal youth programming.

Funding Source: $60,000 from Parks Capital Projects Fund (355) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2026
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$60,000
Total		$60,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	60,000	0	0	0	$60,000
Sales Tax					
Other					
Total Funding	$60,000	$0	$0	$0	$60,000

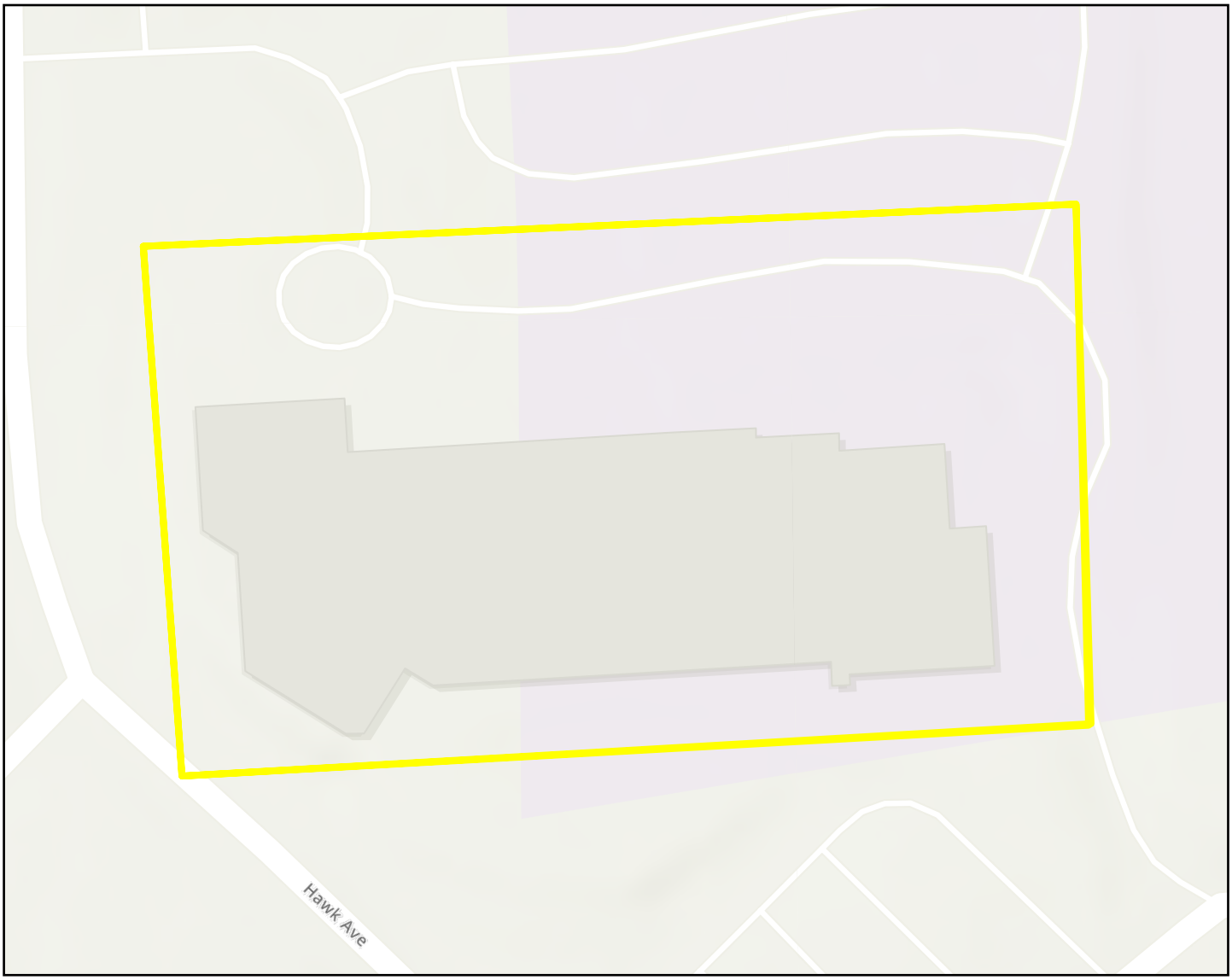
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	60,000	0	0	0	$60,000
Total Costs	$60,000	$0	$0	$0	$60,000

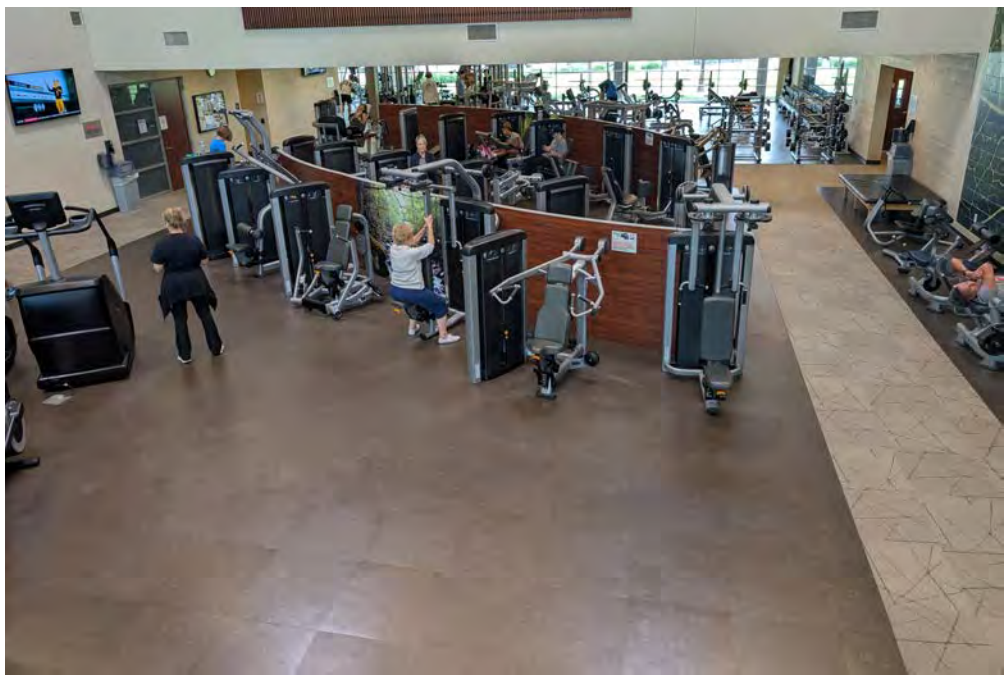
Operating Impact

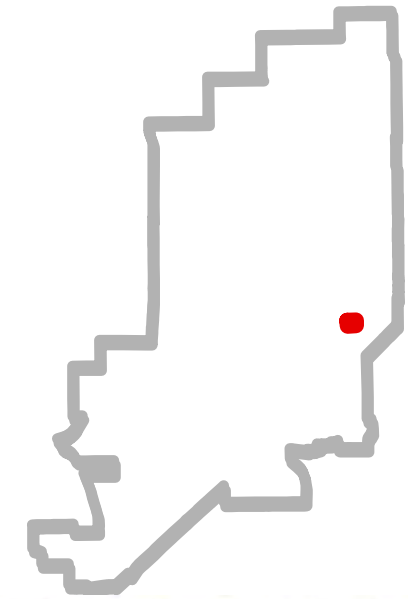
Aquatic rental revenue

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$20,000	$20,000	$20,000	$20,000	$0	$80,000
Total Operating Impact	$20,000	$20,000	$20,000	$20,000	$0	$80,000

NRH Centre Fitness Flooring and Carpet Replacement







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	NRH Centre Fitness Flooring and Carpet Replacement	PK2612

Project Description

This project will replace the fitness flooring and carpet throughout the NRH Centre fitness area and first floor youth rooms. Fitness flooring areas will be replaced using a rubber flooring specifically engineered for performance and comfort in high traffic areas. Carpeted areas will be replaced to maintain a cohesive look throughout the facility with product selection made for high-traffic areas. The walkway path and two first floor youth rooms will utilize carpet products designed for durability, easy cleaning, and comfort.

Project Justification

The fitness flooring and carpet at the NRH Centre is original to the facility and installed in late 2011/early 2012. Over the past few years staff have navigated damaged, shifting, and swelling floor panels within the first floor fitness area. This is caused by moisture in the slab which is trapped under a nonporous flooring. Budget includes proposal of flooring designed specifically for the performance and durability required of a fitness floor, including reduced impact, slip resistance, high-traffic, and free weight impact resistant materials. Installation will require moisture mitigation and high moisture adhesives. Flooring options will include a more porous flooring material allowing the moisture in the slab to release instead of build. The other flooring replaced is where current carpeted areas transect the fitness area and programming hallway within youth programming rooms and will include materials designed specifically for high traffic, comfort, and easy cleaning.

Funding Source: $174,000 from NRH Centre Fund Reserves (126).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	01/2027
Total Schedule	10/2025	01/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$174,000
Total		$174,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	174,000	0	0	0	$174,000
Sales Tax					
Other					
Total Funding	$174,000	$0	$0	$0	$174,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	174,000	0	0	0	$174,000
Total Costs	$174,000	$0	$0	$0	$174,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Park Infrastructure Maintenance 2023	PK2308

Project Description

This project provides for maintenance of park infrastructure in response to use, age, damage, and safety. The FY2023 priorities and cost estimates include: Fall Safe Material Replacement throughout multiple playgrounds ($45K), Sport Field Renovations ($25K), Drinking Fountain Replacements ($16K), Playground Equipment Replacements at Adventure World Playground and Liberty Park ($20K), Trail Concrete Replacements on the Cotton Belt and John Barfield Trails ($30K), HomeTown Pedestrian Bridge Preservation as a part of a 5 year restoration schedule ($14K), Park Restroom fixture Upgrades at Adventure World Playground and Richfield Park ($20K), Park Furniture Replacement ($20K) and Trail and Park sign Replacement at various top priority locations ($30K) . While this list is thorough, changes can be made during the year due to safety or damages that arise.

Project Justification

The Parks and Recreation Department developed an Infrastructure Management Plan for park amenities. The plan addresses long term funding needs for replacement and renovation of park sites and their amenities, demonstrating responsible stewardship of property assets by the city. Park assets are subject to continual heavy usage by citizens, exposure to the elements and the natural aging process. The Asset Management Plan and ongoing park inspections are used to identify assets that have become worn, unsafe or unsightly and to create a priority timeline for their repair, renovation or removal.

Funding Source: $220,000 from Parks Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2022	12/2026
Other		
Total Schedule	10/2022	12/2026

History	Fiscal Year	Amount
Adopted Budget	2022-23	$220,000
Total		$220,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	220,000	0	0	0	$220,000
Sales Tax					
Other					
Total Funding	$220,000	$0	$0	$0	$220,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	220,000	0	0	0	$220,000
Other					
Total Costs	$220,000	$0	$0	$0	$220,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Park Infrastructure Maintenance 2025	PK2504

Project Description

This project provides for maintenance of park infrastructure in response to use, age, damage, and safety. FY2025 priorities and cost estimates include: Fall Safe Material Replacement throughout multiple playgrounds ($45K), Sport Field Renovations ($20K), Drinking Fountain Replacements ($16K), Playground Equipment Replacements ($25K), Walkers Creek Park Drive Repair ($10K), John Barfield Trail and Faram Park Sidewalk Connections ($35K), Green Valley Park Masonry Wall Repair($10K), Park Furniture Replacement ($14K), Green Valley Park Front Dock Deck Replacement ($15K), Adventure World Retaining Wall Drainage Modifications ($5K) and Purple Shade Replacement at Adventure World Playground ($25K) . While this list is thorough, changes can be made during the year due to safety or damages that arise.

Project Justification

The Parks and Recreation Department developed an Infrastructure Management Plan for park amenities. The plan addresses long term funding needs for replacement and renovation of park sites and their amenities, demonstrating responsible stewardship of property assets by the city. Park assets are subject to continual heavy usage by citizens, exposure to the elements, and the natural aging process. The Asset Management Plan and ongoing park inspections are used to identify assets that have become worn, unsafe or unsightly, and to create a priority timeline for their repair, renovation, or removal.

Funding Source: $245,000 from Parks Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$220,000
Revision	2025-26	$25,000
Total		$245,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	245,000	0	0	0	$245,000
Sales Tax					
Other					
Total Funding	$245,000	$0	$0	$0	$245,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	245,000	0	0	0	$245,000
Other					
Total Costs	$245,000	$0	$0	$0	$245,000

Operating Impact

Not applicable.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Pond Bathymetry Study	PK2406

Project Description

This project will provide bathymetry data through a hydrographic survey on city park ponds that will identify any potential needs for sediment removal. The ponds included in the project will consist of the three ponds at The Lakes of Hometown, one pond at Liberty Park, one pond at Green Valley Park, and one pond at Linda Spurlock Park. Data collected and analyzed will allow city staff along with engineers to determine if, where and how much sediment removal in the form of dredging is necessary to ensure pond health and safety. The study will also test sediment samples to determine how and where sediment can be disposed of or relocated to, should dredging be recommended.

Project Justification

As the city ponds continue to age, siltation takes place in several ways that lower the water holding capacity and water quality. Construction of surrounding developments and natural sedimentation are both responsible for the sedminent buildup within the ponds. As surrounding developments near completion, the need for this study has been observed by evident changes in water depth, earthen islands appearing within the ponds and water quality issues from algae relating to water temperatures and nutrients. The study will provide an educated baseline for the bathymetry of the ponds so that an accurate estimate of budget can be determined should any dredging be recommended.

Funding Source: $40,000 from Parks Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2023	09/2027
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	10/2023	09/2027

History	Fiscal Year	Amount
Adopted Budget	2023-24	$40,000
Total		$40,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	40,000	0	0	0	$40,000
Sales Tax					
Other					
Total Funding	$40,000	$0	$0	$0	$40,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	40,000	0	0	0	$40,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$40,000	$0	$0	$0	$40,000

Operating Impact

N/A

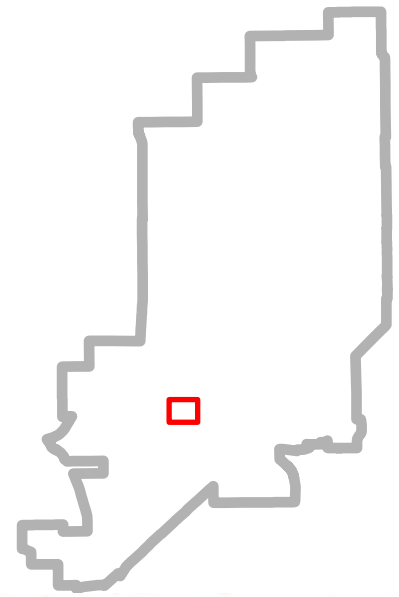
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Richland Tennis Center Infrastructure Maintenance







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Richland Tennis Center Infrastructure Maintenance	PK2205

Project Description

This project provides for the maintenance of the Richland Tennis Center Infrastructure in response to use and age. The FY2022 funding will provide for replacement of players bench awnings, replacement of player's bench seats, and repair of damaged concrete located on the exterior of the main building and steps located at Court 1.

Project Justification

The Parks and Recreation Department developed an Infrastructure Management Plan for Richland Tennis Center amenities. The plan addresses long term funding needs for replacement and renovation of tennis center amenities, demonstrating responsible stewardship of property assets by the city. The Tennis Center assets are subject to continual heavy usage, exposure to the elements and the natural aging process.

Funding Source: $42,000 from Park Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	11/2021	09/2026
Other		
Total Schedule	11/2021	09/2026

History	Fiscal Year	Amount
Adopted Budget	2021-22	$42,000
Total		$42,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax	42,000	0	0	0	$42,000
Other					
Total Funding	$42,000	$0	$0	$0	$42,000

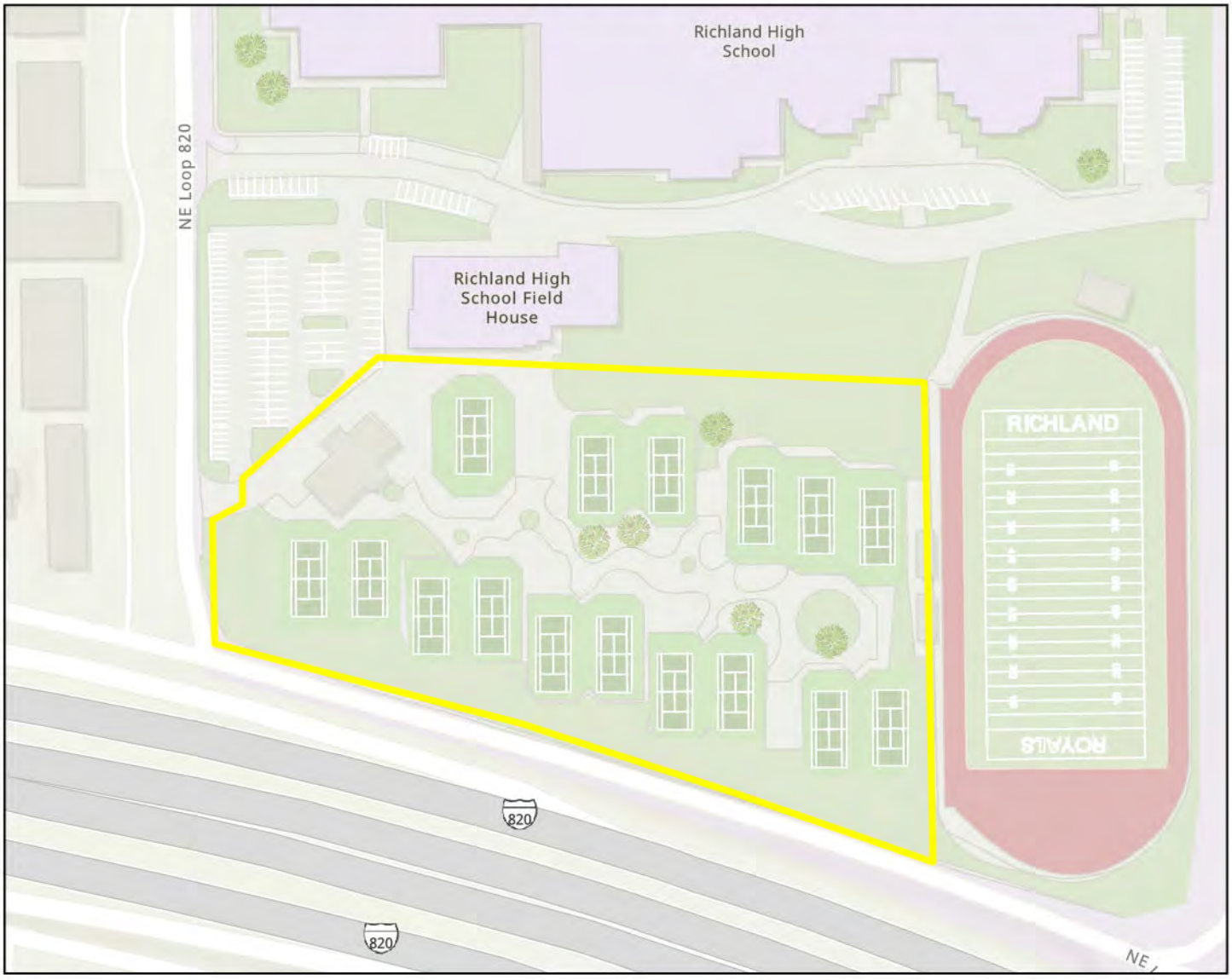
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	42,000	0	0	0	$42,000
Other					
Total Costs	$42,000	$0	$0	$0	$42,000

Operating Impact

No operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Richland Tennis Center - LED Lighting Conversion







NRH

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Richland Tennis Center- LED Lighting Conversion	PK2615

Project Description

The Richland Tennis Center court lighting conversion project will convert 15 of the 16 tennis courts from current metal halide fixtures to LED lighting fixtures. The project would also replace the original court lighting control panel with a wireless control system. The Championship court would remain with the current lighting.

Project Justification

Richland Tennis Centre currently utilizes fixtures with metal halide bulbs to light tennis courts which degrade after the first year and require bulb replacement approximately every 5 years with the last bulb replacement in 2021. The conversion to LED will add better light coverage without the degradation, a 10 year warranty, as well as significant energy savings. Replacement of the control board would also be necessary with re-lamping or conversion as parts are not longer available for current board.

Staff has identified potential grant funding to aide in supporting the upgrade to "USTA Class III LED lighting" in the form of USTA 2026 Tennis Venue Grants Application providing reimbursement up to 50% of the total cost up to $60,000, with additional donation funding of up to $25,000 in the form of a "letter of intent and support for the project" from the Greater Fort Worth Tennis Coalition.

Should grant and coalition funding not be awarded the project would commence with "USTA Class IV LED lighting" still providing improved coverage and energy savings. Approximate project cost of $189,000 for FY27. No USTA grant funding is available for Class IV lighting.

Funding Source: $189,000 from Park Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	06/2026	06/2027
Other		
Total Schedule	06/2026	06/2027

History	Fiscal Year	Amount
Revision	2025-26	$189,000
Total		$189,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	189,000	0	0	0	$189,000
Sales Tax					
Other					
Total Funding	$189,000	$0	$0	$0	$189,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	189,000	0	0	0	$189,000
Other					
Total Costs	$189,000	$0	$0	$0	$189,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Trail Infrastructure Maintenance	PK2405

Project Description

This project provides for maintenance of parks hike and bike trail infrastructure in response to use, age, damage, and safety. The FY2024 priorities and cost estimates include: Concrete Panel Replacement ($25,000) and Trail and Crosswalk Restriping ($15,000).

Project Justification

The Parks and Recreation Department has developed a Trail Infrastructure Management Plan for hike and bike trails for the concrete trails and associated assets throughout city inventory. The plan addresses long term funding needs for replacement and renovation of park trails and their amenities, demonstrating responsible stewardship of property assets by the city. Assets within the trail system are subject to continual heavy usage by citizens, exposure to the elements and the natural aging process. The Infrastructure Management Plan and ongoing trail inspections are used to identify assets that have become worn, unsafe or unsightly and to create a priority timeline for their repair, renovation or replacement.

Funding Source: $40,000 from Parks Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2023	09/2026
Other		
Total Schedule	10/2023	09/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$40,000
Total		$40,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	40,000	0	0	0	$40,000
Sales Tax					
Other					
Total Funding	$40,000	$0	$0	$0	$40,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	40,000	0	0	0	$40,000
Other					
Total Costs	$40,000	$0	$0	$0	$40,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Parks & Recreation Capital Projects

Department	Project Title	Project Number
Parks and Recreation	Trail Infrastructure Maintenance 2025	PK2505

Project Description

This project provides for maintenance of parks hike and bike trail infrastructure in response to use, age, damage, and safety. FY2024 priorities and cost estimates include Concrete Panel Replacement ($25,000) and Trail and Crosswalk Restriping ($15,000).

Project Justification

The Parks and Recreation Department has developed a Trail Infrastructure Management Plan for hike and bike trails for the concrete trails and associated assets throughout city inventory. The plan addresses long term funding needs for replacement and renovation of park trails and their amenities, demonstrating responsible stewardship of property assets by the city. Assets within the trail system are subject to continual heavy usage by citizens, exposure to the elements, and the natural aging process. The Infrastructure Management Plan and ongoing trail inspections are used to identify assets that have become worn, unsafe, or unsightly and to create a priority timeline for their repair, renovation, or replacement.

Funding Source: $40,000 from Parks Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	12/2026
Other		
Total Schedule	10/2024	12/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$40,000
Total		$40,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	40,000	0	0	0	$40,000
Sales Tax					
Other					
Total Funding	$40,000	$0	$0	$0	$40,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	40,000	0	0	0	$40,000
Other					
Total Costs	$40,000	$0	$0	$0	$40,000

Operating Impact

Not applicable.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
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Aquatic Park Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Continuing Projects														
WP2305	Green Extreme Replacement Design and Construction	8,082,786												8,082,786
WP2401	Kiddie Area Renovation Design and Construction	510,000	3,500,000											4,010,000
WP2602	NRH2O Double Dipper Tower Renovation	696,650												696,650
WP2502	NRH2O Entry Sign	100,000												100,000
WP2501	NRH2O General Facility Improvements (2025)	150,000												150,000
	Total Continuing Projects	**$ 9,539,436**	**$ 3,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 13,039,436**
New Projects														
														-
	Total New Projects	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Future Projects														
	Splashatory Replacement			3,500,000										3,500,000
	Double Dipper/Purplepalooza Slide Replacements					3,000,000								3,000,000
	Wave Pool Mechanical Room Renovation								5,000,000					5,000,000
	Minor Slide Projects			150,000			150,000			150,000		150,000		600,000
	River Pebbletek Surfacing Replacement				1,000,000									1,000,000
	Accelerator Slide Staircase Renovation				500,000									500,000
	NEW Style of Accelerator Slide Replacement							2,000,000						2,000,000
	Viper Slide Replacement												4,000,000	4,000,000
	Wave Pool Surface Replacement						300,000							300,000
	F&B Upgrades or Additions									200,000				200,000
	Restroom Upgrades/Fixture Replacement/Additions						500,000							500,000
	Beachside Bay Refurbishment										1,000,000			1,000,000
	Office/Admissions Renovation											300,000		300,000
	Total Future Projects	**$ -**	**$ -**	**$ 3,650,000**	**$ 1,500,000**	**$ 3,000,000**	**$ 950,000**	**$ 2,000,000**	**$ 5,000,000**	**$ 350,000**	**$ 1,000,000**	**$ 450,000**	**$ 4,000,000**	**$ 21,900,000**
Total Planned Project Costs		**$ 9,539,436**	**$ 3,500,000**	**$ 3,650,000**	**$ 1,500,000**	**$ 3,000,000**	**$ 950,000**	**$ 2,000,000**	**$ 5,000,000**	**$ 350,000**	**$ 1,000,000**	**$ 450,000**	**$ 4,000,000**	**$ 34,939,436**
Funding Sources														
	Reserves - Aquatic Park Operations (Fund 430)	550,000		150,000			150,000			150,000		150,000		1,150,000
	Reserves - Aquatic Park Capital (Fund 435)	779,436												779,436
	Reserves - Parks & Rec Facilities Dev. (Fund 125)	2,810,000	3,500,000	3,500,000	1,500,000	3,000,000	800,000	2,000,000		200,000	1,000,000	300,000		18,610,000
	Debt Issuance	5,400,000							5,000,000				4,000,000	14,400,000
	Grant / Other													-
	Total Funding Sources	**$ 9,539,436**	**$ 3,500,000**	**$ 3,650,000**	**$ 1,500,000**	**$ 3,000,000**	**$ 950,000**	**$ 2,000,000**	**$ 5,000,000**	**$ 350,000**	**$ 1,000,000**	**$ 450,000**	**$ 4,000,000**	**$ 34,939,436**

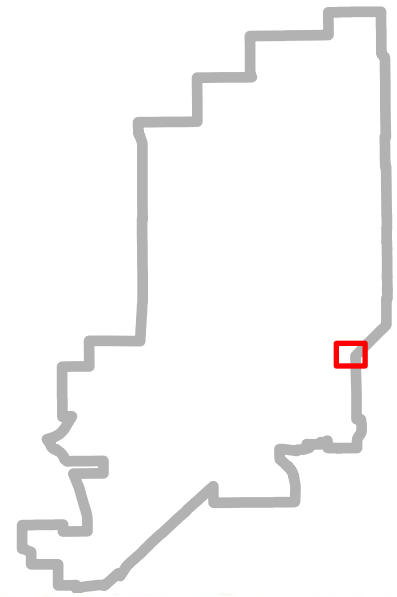
Schedule 5
Aquatic Park Capital Projects
Budget Summary

		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
Continuing Projects						
WP2401	Kiddie Area Renovation Design and Construction	510,000	3,500,000	0	0	$ 4,010,000
WP2305	Green Extreme Replacement Design and Construction	8,082,786	0	0	0	$ 8,082,786
WP2602	NRH2O Double Dipper Tower Renovation	696,650	0	0	0	$ 696,650
WP2502	NRH2O Entry Sign	100,000	0	0	0	$ 100,000
WP2501	NRH2O General Facility Improvements (2025)	150,000	0	0	0	$ 150,000
Total Continuing Projects		**$ 9,539,436**	**$ 3,500,000**	**$ 0**	**$ 0**	**$ 13,039,436**
Total Project Costs		**$ 9,539,436**	**$ 3,500,000**	**$ 0**	**$ 0**	**$ 13,039,436**
Funding Sources						
Certificates of Obligation		5,400,000	0	0	0	$ 5,400,000
Reserves		4,139,436	3,500,000	0	0	$ 7,639,436
Total Sources of Funds		**$ 9,539,436**	**$ 3,500,000**	**$ 0**	**$ 0**	**$ 13,039,436**

Kiddie Area Renovation Design and Construction







NRH

Aquatic Park Capital Projects

Department	Project Title	Project Number
Aquatic Park	Kiddie Area Renovation Design and Construction	WP2401

Project Description

This project serves to engage a professional services consultant/design firm to plan, design and implement the plan in conjunction with city staff for the removal of the existing Kiddie Area and the renovation and installation of a new attraction in the place of the current Kiddie Area.

Project Justification

As the water park continues to age, attractions will reach their expected operational end of life and need to be replaced. The current Kiddie Area was initially built when the water park opened in 1995. Most water slides or attractions have a life expectancy of 15-20 years. The Kiddie Area is now at the point where it needs to be refurbished/renovated with a newer, more efficient attraction that still provides strong guest throughput showing continued commitment for guest experience improvements.

This renovated area will also present the water park with opportunities for revenue growth through a fiscally efficient design that incorporates how the attraction is staffed, creating savings in operating costs. This area is the front door to NRH2O, welcoming some of the newest and youngest guests and their families. The continued commitment to renovation allows for the improvements that will continue to grow and move the operations forward while not creating a backlog of deferred renovation.

Funding Source: $200,000 from Aquatic Park CIP Fund (435) Reserves and $300,000 from Aquatic Park Fund (430) Reserves.

For FY 2027 Proposed: Additional $3,500,000 from Park Sales Tax (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2023	09/2028
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2028
Other		
Total Schedule	10/2023	09/2028

History	Fiscal Year	Amount
Adopted Budget	2023-24	$200,000
Adopted Budget	2024-25	$300,000
Revision	2024-25	$10,000
Revision	2025-26	$0
Proposed	2026-27	$3,500,000
Total		$4,010,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	510,000	3,500,000	0	0	$4,010,000
Sales Tax					
Other					
Total Funding	$510,000	$3,500,000	$0	$0	$4,010,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	447,083	0	0	0	$447,083
Engineering/Design					
Land/ROW Acquisition					
Construction	62,917	3,500,000	0	0	$3,562,917
Other					
Total Costs	$510,000	$3,500,000	$0	$0	$4,010,000

Operating Impact

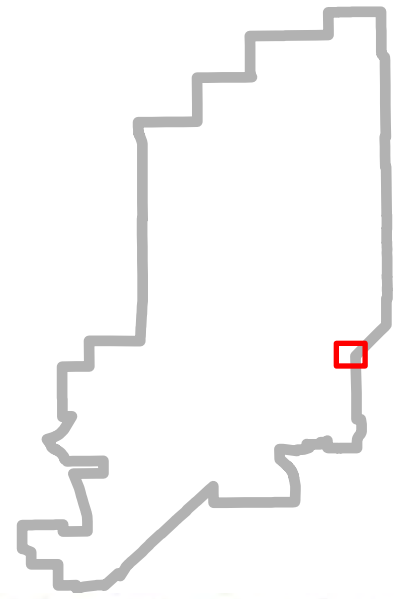
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Green Extreme Replacement Design and Construction







NRH

Aquatic Park Capital Projects

Department	Project Title	Project Number
Aquatic Park	Green Extreme Replacement Design and Construction	WP2305

Project Description

This project serves to engage a professional services consultant/design firm to plan, design and implement the plan in conjunction with city staff for the removal of the existing Green Extreme attraction and the installation of a new attraction in the place of the Green Extreme.

Project Justification

As the water park continues to age, attractions will reach their expected end of life usefulness and need to be replaced. The Green Extreme was installed in 1998. Most water slides or attractions have a life expectancy of 15-20 years. The Green Extreme is now at the point where it needs to be replaced with a newer, more energy efficient, attraction with a larger throughput that allows for NRH2O to continue to move forward and attract new guests as well as retain current ones. This new attraction will also present the water park with new opportunities for revenue growth and a new attraction that is not only efficient fiscally, but also allows for savings in number of staff needed to run the attraction and continues to present the park as an amusement park that continues to grow and move forward.

Funding Source is $394,436 from Aquatic Park CIP Fund (435) Reserves for design, $5,400,000 from Certificates of Obligation, and $1,810,000 from Park Facilities Development Fund (125) Reserves.

Project Update: Due to market conditions, only one vendor responded to the initial bid for project WP2305, Green Extreme Replacement Construction. The single bid provided indicated construction days exceeded opening the Nitro Blast for the summer of 2024 and the single bid exceeded the budgeted amount for the project. Staff is in process of developing an alternate approach for the construction and timeline of the project. This includes revising the plans and specifications to then re-bid the project providing more time for construction activities and flexible workflow to attract more competitive prospective bidders.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2022	09/2026
Land/ROW Acquisition		
Construction	07/2023	09/2026
Other		
Total Schedule	10/2022	09/2026

History	Fiscal Year	Amount
Adopted Budget	2022-23	$200,000
Revision	2022-23	$5,542,014
Revision	2023-24	$15,625
Adopted Budget	2024-25	$1,810,000
Revision	2024-25	$61,797
Revision	2025-26	$453,350

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	5,400,000	0	0	0	$5,400,000
Federal/State Grants					
Reserves	2,682,786	0	0	0	$2,682,786
Sales Tax					
Other					
Total Funding	$8,082,786	$0	$0	$0	$8,082,786

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	127,224	0	0	0	$127,224
Engineering/Design	200,000	0	0	0	$200,000
Land/ROW Acquisition					
Construction	7,755,562	0	0	0	$7,755,562
Other					
Total Costs	$8,082,786	$0	$0	$0	$8,082,786

Operating Impact

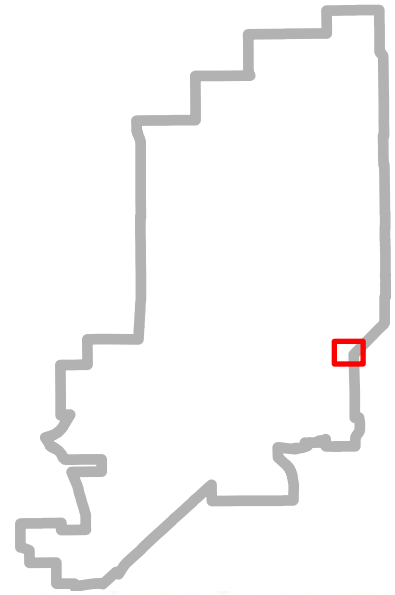
No operating impact expected.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

NRH2O Double Dipper Tower Renovation







NRH

Aquatic Park Capital Projects

Department	Project Title	Project Number
Aquatic Park	NRH2O Double Dipper Tower Renovation	WP2602

Project Description

This project consists of costs for design of a new steel tower to replace the existing wooden slide tower that was built in 1996 that serves and supports the Double Dipper and Purplepalooza water slides. This project also consists of labor and construction costs to demolish the existing wooden slide tower, decking and support structures, and the labor, goods and construction costs to build the new steel tower, decking and support structures for the Double Dipper and Purplepalooza water slides.

Project Justification

The Double Dipper tower is a wooden slide tower that was originally built in 1996. This project is important to maintain the Double Dipper tower in safe operating condition and aid in extending the life span of the Double Dipper and Purplepalooza water slides. Due to age and exposure to chlorinated water and the natural seasonal elements, the wooden Double Dipper tower needs to be completely replaced, including the decking and support structures. This project will demolish the existing Double Dipper tower, and replace it with a new steel tower, decking and support structures.

Funding Source: $150,000 from Aquatic Park Fund (430) Reserves and $546,650 from Park Development Fund (125) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2027
Other		
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$1,150,000
Revision	2025-26	($453,350)
Total		$696,650

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	696,650	0	0	0	$696,650
Sales Tax					
Other					
Total Funding	$696,650	$0	$0	$0	$696,650

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	150,000	0	0	0	$150,000
Land/ROW Acquisition					
Construction	546,650	0	0	0	$546,650
Other					
Total Costs	$696,650	$0	$0	$0	$696,650

Operating Impact

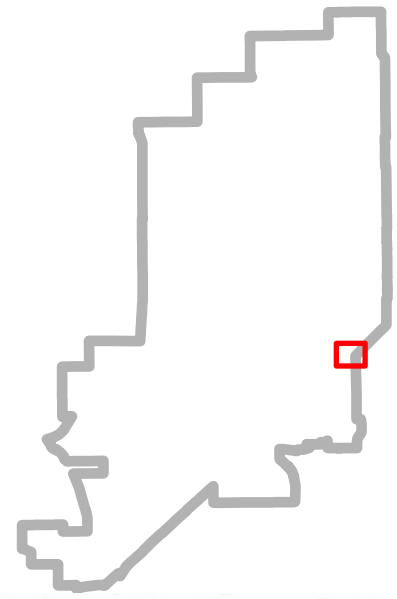
Potential for decreases in annual maintenance labor and materials.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

NRH2O Entry Sign







NRH

467

Aquatic Park Capital Projects

Department	Project Title	Project Number
Aquatic Park	NRH2O Entry Sign	WP2502

Project Description

This project consists of costs for labor and materials to construct a new LED sign to be located at the main entrance of the park, along Boulevard 26.

Project Justification

This project will allow for the main entrance of the park to be revitalized and more welcoming to guests throughout the summer, as well as added visibility during the rest of the year. It will also act as another advertising vehicle for the water park and City without having to rent additional signage.

Funding source: $100,000 Aquatic Park Infrastructure Reserves (Fund 435).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$100,000
Total		$100,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	100,000	0	0	0	$100,000
Sales Tax					
Other					
Total Funding	$100,000	$0	$0	$0	$100,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	100,000	0	0	0	$100,000
Other					
Total Costs	$100,000	$0	$0	$0	$100,000

Operating Impact

Potential for advertising savings, increased market visibility, and sponsorship opportunities.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Aquatic Park Capital Projects

Department	Project Title	Project Number
Aquatic Park	NRH2O General Facility Improvements (2025)	WP2501

Project Description

This project consists of costs for annual general facility improvements such as drainage improvements, miscellaneous building improvements, capital acquisitions, and any safety improvements or emergency repairs for the facility that are identified during the operating season. Projects in the past have included ADA updates, replacement motors, drainage improvements, concrete repair and patching, and resurfacing of numerous park attractions.

Project Justification

This project is important for emergency items and for general improvements to the park that are not included in the operating budget. Items may include safety items, ride equipment replacement, new initiatives to improve guest service and revenue generation, and safety related projects. As the park ages, larger mechanical items will begin to fail due to age and use. This project will replace end of life items such as AC units, larger kitchen equipment, ride motors, and operating systems as needed. Due to age, UV exposure, and chlorinated water, fiberglass colors on various park slides and attractions will fade and dull. This project will refurbish a portion of the slides with a specialized coating which will improve the colors and lifespan of the attractions.

Funding source: $150,000 Aquatic Park Infrastructure Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$150,000
Total		$150,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	150,000	0	0	0	$150,000
Sales Tax					
Other					
Total Funding	$150,000	$0	$0	$0	$150,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	150,000	0	0	0	$150,000
Other					
Total Costs	$150,000	$0	$0	$0	$150,000

Operating Impact

Potential for decreases in annual electric and maintenance costs.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Facilities Fund
Long Range Capital Plan
FY 2027 through FY 2037

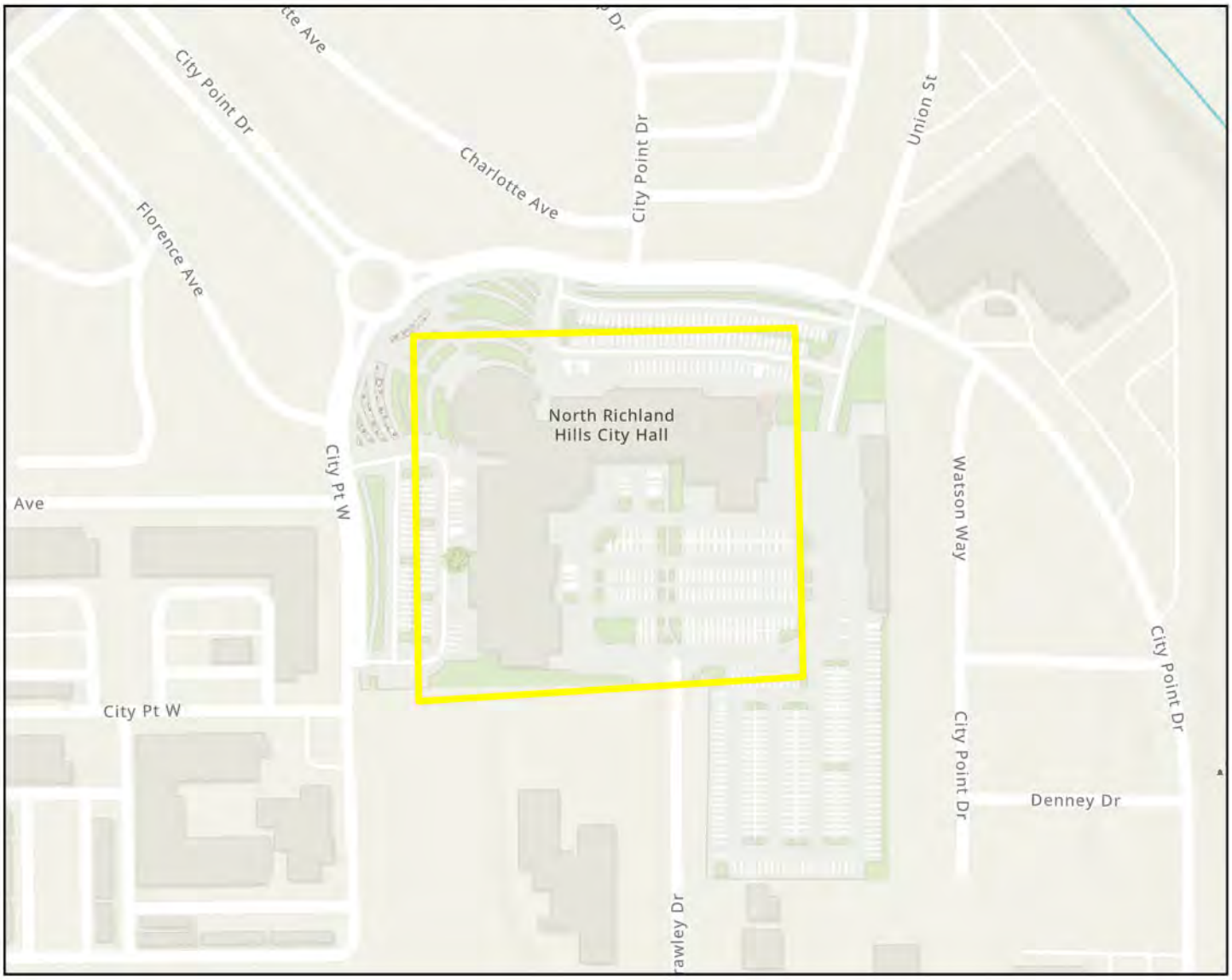
Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Continuing Projects														
FC2502	City Hall Balcony Engineering, Demolition, Replacement, and Waterproofing	441,000												441,000
FC2612	Construct Hydro Excavation Drying Pits	55,000												55,000
FC2510	Engineering and Design for Fuel Storage Tank Replacement	225,000												225,000
FC2602	Generator at College Hills Pump Station Design and Construction	1,186,063												1,186,063
FC2601	Generator at FS #1 Professional Services and Construction	566,000												566,000
FC2520	Generator at FS #5 Professional Services and Construction	850,000												850,000
FC2216	Generator HMGP Grant	1,150,987												1,150,987
FC2512	Generator Replacement at Fire Station #4	653,550												653,550
FC2411	NRH Centre Dectron Replacement Engineering and Construction	1,889,705												1,889,705
FC2311	OSRAM Encelium Lighting NRH Centre	257,444												257,444
FC2516	Public Library Roof Replacement, Building Envelope, and Design	500,000												500,000
FC2607	Refurbish (4) UPS's at City Hall Main Data Room	269,000												269,000
	Total Continuing Projects	**$ 8,043,749**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,043,749**
New Projects														
FC2703	City Hall Landscape Uplighting Fixture Replacement	-	52,000											52,000
	Total New Projects	**$ -**	**$ 52,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 52,000**
Future Projects														
	AARC HVAC Aaon Unit Replacement							468,000						468,000
	Overhead doors - (30) FS #4 / FS #1 / Fire Maint.F&C / Park Op. / CH Sally Port / Dry Material Storage			380,000										380,000
	Water heaters (4) NRH Centre / Iron Horse / AARC						60,000							60,000
	City Hall Chillers HVAC Chillers (3) units									3,960,000				3,960,000
	NRH Centre Roof										1,650,000			1,650,000
	NRH Centre replace boilers (3) units					385,000								385,000
	NRH Centre replacement Building Management system												300,000	300,000
	City Hall upgrade lighting controls												900,000	900,000
	NRH Centre HVAC								1,650,000					1,650,000
	Public Works Service Center HVAC (4) units				100,000									100,000
	City Hall Roof											2,500,000		2,500,000
	FS #5 / PD/PD Training HVAC (4) units			220,000										220,000
	Total Future Projects	**$ -**	**$ -**	**$ 600,000**	**$ 100,000**	**$ 385,000**	**$ 60,000**	**$ 468,000**	**$ 1,650,000**	**$ 3,960,000**	**$ 1,650,000**	**$ 2,500,000**	**$ 1,200,000**	**$ 12,573,000**
Total Planned Project Costs		**$ 8,043,749**	**$ 52,000**	**$ 600,000**	**$ 100,000**	**$ 385,000**	**$ 60,000**	**$ 468,000**	**$ 1,650,000**	**$ 3,960,000**	**$ 1,650,000**	**$ 2,500,000**	**$ 1,200,000**	**$ 20,668,749**
Funding Sources														
	Reserves - Facilities Operations (Fund 510)	1,503,550		600,000	100,000	385,000	60,000							2,648,550
	Reserves - Facilities Capital (Fund 370)	262,065	52,000											314,065
	Reserves - General Fund (Fund 100)	1,090,000						468,000					900,000	2,458,000
	Debt Issuance	-							1,650,000	3,960,000	1,650,000	2,500,000	300,000	10,060,000
	Grant / Other	5,188,134												5,188,134
	Total Funding Sources	**$ 8,043,749**	**$ 52,000**	**$ 600,000**	**$ 100,000**	**$ 385,000**	**$ 60,000**	**$ 468,000**	**$ 1,650,000**	**$ 3,960,000**	**$ 1,650,000**	**$ 2,500,000**	**$ 1,200,000**	**$ 20,668,749**


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Schedule 6
Facilities Capital Projects
Budget Summary

		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
New Projects						
FC2703	City Hall Landscape Uplighting Fixture Replacement	0	52,000	0	0	$ 52,000
Total New Projects		**$ 0**	**$ 52,000**	**$ 0**	**$ 0**	**$ 52,000**
Continuing Projects						
FC2502	City Hall Balcony Engineering, Demolition, Replacement, and Waterproofing	316,000	0	0	0	$ 316,000
FC2612	Construct Hydro Excavation Drying Pits	55,000	0	0	0	$ 55,000
FC2510	Engineering and Design for Fuel Storage Tank Replacement	225,000	0	0	0	$ 225,000
FC2602	Generator at College Hills Pump Station Design and Construction	1,186,063	0	0	0	$ 1,186,063
FC2601	Generator at FS #1 Professional Services and Construction	566,000	0	0	0	$ 566,000
FC2520	Generator at FS #5 Professional Services and Construction	850,000	0	0	0	$ 850,000
FC2216	Generator HMGP Grant	1,150,987	0	0	0	$ 1,150,987
FC2512	Generator Replacement at Fire Station #4	653,550	0	0	0	$ 653,550
FC2411	NRH Centre Dectron Replacement Engineering and Construction	1,889,705	0	0	0	$ 1,889,705
FC2311	OSRAM Encelium Lighting NRH Centre	257,444	0	0	0	$ 257,444
FC2516	Public Library Roof Replacement, Building Envelope, and Design	625,000	0	0	0	$ 625,000
FC2607	Refurbish (4) UPS's at City Hall Main Data Room	269,000	0	0	0	$ 269,000
Total Continuing Projects		**$ 8,043,749**	**$ 0**	**$ 0**	**$ 0**	**$ 8,043,749**
Total Project Costs		**$ 8,043,749**	**$ 52,000**	**$ 0**	**$ 0**	**$ 8,095,749**
Funding Sources						
Federal/State Grants		539,847	0	0	0	$ 539,847
Reserves		7,503,902	52,000	0	0	$ 7,555,902
Total Sources of Funds		**$ 8,043,749**	**$ 52,000**	**$ 0**	**$ 0**	**$ 8,095,749**

City Hall Landscape Up lighting Fixture Replacement







NRH

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	City Hall Landscape Uplighting Fixture Replacement	FC2703

Project Description

This project will replace 41 landscape uplight fixtures at City Hall while removing and capping an additional 52 fixtures.

Project Justification

The landscape uplighting fixtures are obsolete and no longer available. Some of the fixtures are inoperable and some have broken and corroded mounting brackets. Staff has sourced an energy efficient LED replacement fixture. The replacement fixtures will be mounted on a small concrete base to keep the fixture out of the soil and landscape beds. The new replacement fixtures will come with a (5) year manufacturer warranty.

Funding Source: $52,000 from Facility Capital Fund (370) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2026	09/2027
Other		
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$52,000
Total		$52,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	52,000	0	0	$52,000
Sales Tax					
Other					
Total Funding	$0	$52,000	$0	$0	$52,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	0	52,000	0	0	$52,000
Other					
Total Costs	$0	$52,000	$0	$0	$52,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	City Hall Balcony Engineering, Demolition, Replacement, and Waterproofing	FC2502

Project Description

The 3rd floor balcony has waterproofing issues resulting in water leaks into the building envelope at City Hall. Multiple offices and a stairwell are experiencing water infiltration. There are also several areas with loose tile on the balcony walking surface.

A study was performed by a water proofing consultant who performed destructive testing. The results from the study recommend the existing system be removed down to the structural deck. A new modified bitumen roof system with pavers will be designed and engineered to be installed over the structural deck.

Project Justification

Water infiltration leads to other complications. The loose tiles create a trip hazard and are unsightly.

Funding Source: $316,000 from General Fund (100) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2024	09/2026
Land/ROW Acquisition		
Construction	12/2024	11/2026
Other		
Total Schedule	10/2024	11/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$590,000
Revision	2025-26	($274,000)
Total		$316,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	316,000	0	0	0	$316,000
Sales Tax					
Other					
Total Funding	$316,000	$0	$0	$0	$316,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	40,000	0	0	0	$40,000
Land/ROW Acquisition					
Construction	276,000	0	0	0	$276,000
Other					
Total Costs	$316,000	$0	$0	$0	$316,000

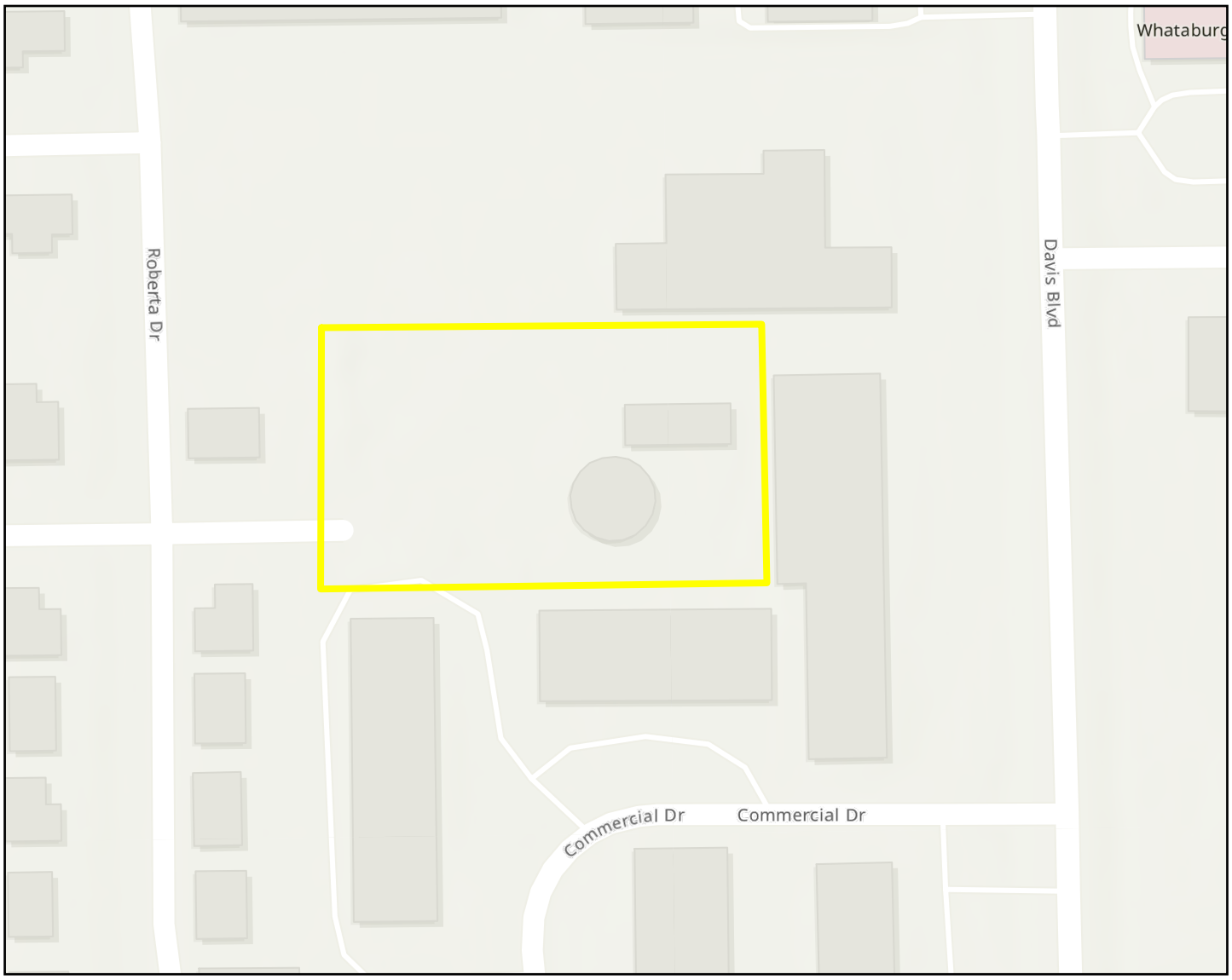
Operating Impact

N/A

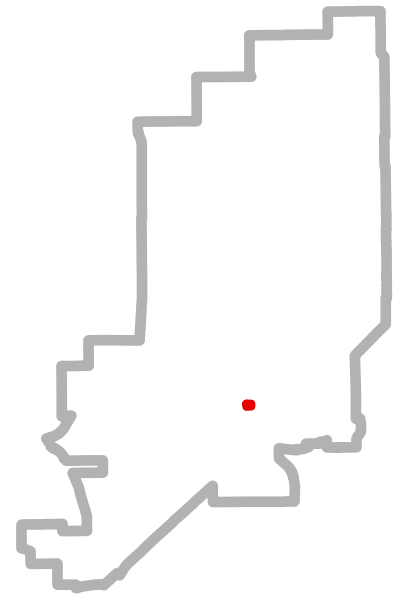
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
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Construct Hydro Excavation Drying Pits







NRH

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Construct Hydro Excavation Drying Pits	FC2612

Project Description

This project is for the construction of a hydro excavation drying pit to contain and de-water hydro excavation spoil material.

Project Justification

The Public Works Department needs to construct a receiving/drying pit at the existing dumpsite located at the old utility shop, 5141 Davis Blvd. This would be the dump site for the hydro excavation spoils along with bore-gel, which is a product that is produced during the horizontal directional drilling process by the Construction Division. The Utility and Construction divisions both use the hydro excavation machines at a higher rate due to the congestion in the rights-of-way with other franchise utilities. Using a hydro excavation machine for excavation prevents damage to other franchise utilities and ensures greater safety for employees. After researching several options, staff determined a dock style, monolithically poured concrete receiving/drying pit would be the most cost-effective approach to the issue. This structure would need to be constructed to be able to support heavy equipment daily, such as a rubber tire loader or backhoe. It would need to be built to contain low/medium viscosity fluids long enough to allow proper coagulation time so the excavation spoils can be collected and hauled off as regular spoil material.

Funding Source: $55,000 from Utility Capital Project Fund (412) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2025	09/2026
Other		
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$55,000
Total		$55,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	55,000	0	0	0	$55,000
Sales Tax					
Other					
Total Funding	$55,000	$0	$0	$0	$55,000

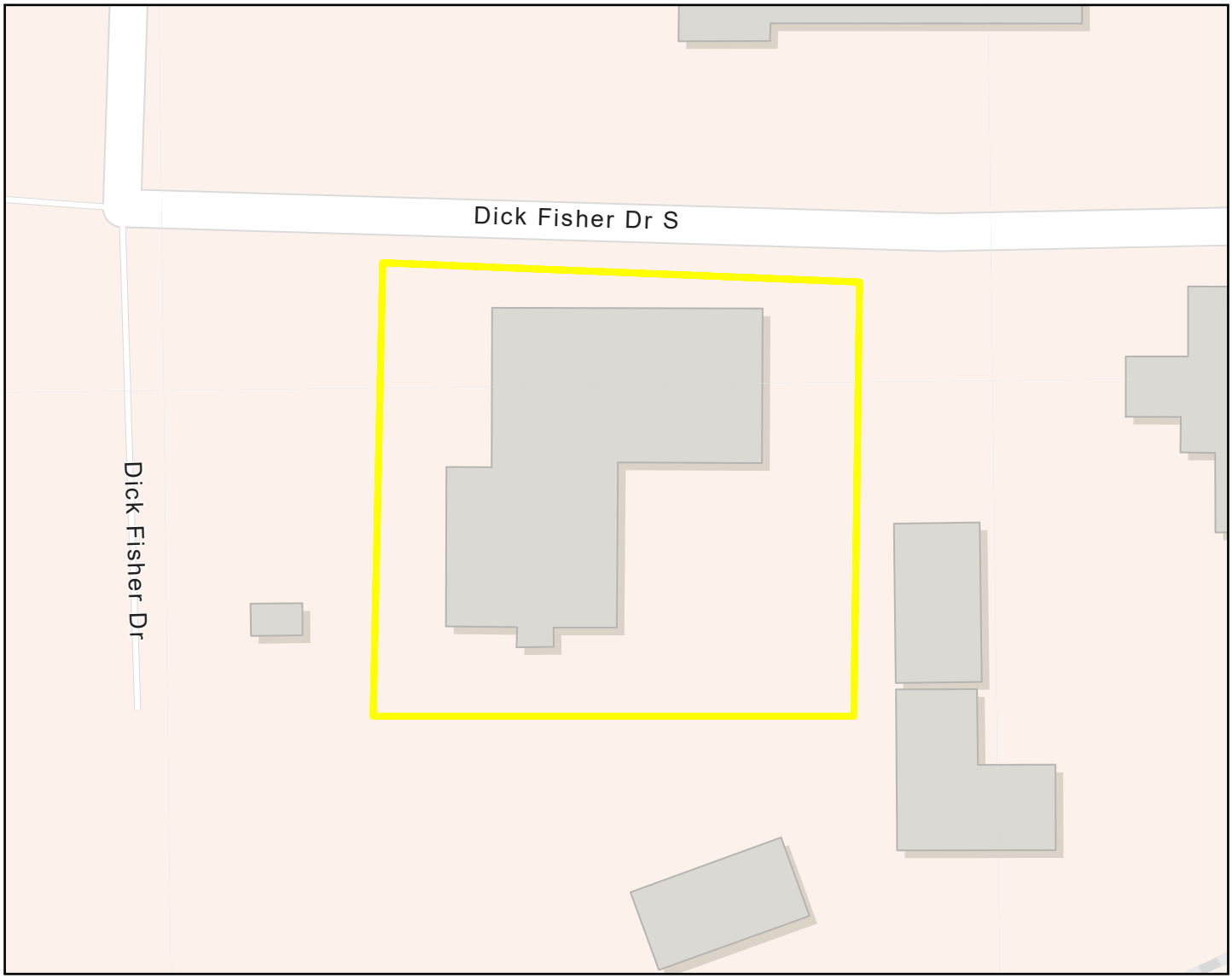
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	55,000	0	0	0	$55,000
Other					
Total Costs	$55,000	$0	$0	$0	$55,000

Operating Impact

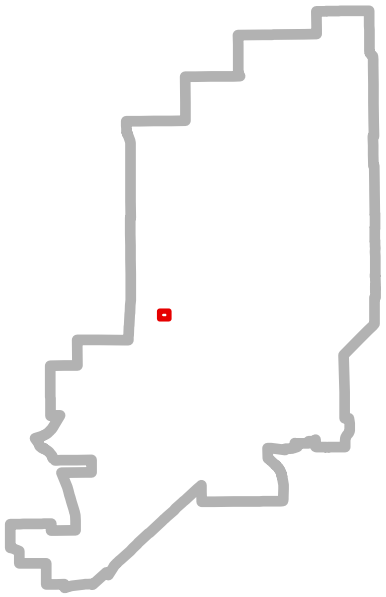
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Engineering and Design for Fuel Storage Tank Replacement







NRH

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Engineering and Design for Fuel Storage Tank Replacement	FC2510

Project Description

This project will conduct conceptual design and necessary architectural work to develop a plan for the removal and replacement of the City's existing underground fuel storage tanks.

Project Justification

The City has one fueling facility located at the Public Works Service Center that utilizes underground storage tanks (USTs). These USTs have had no known leaks to date and have passed required yearly tank tightness tests. These tanks also have electronic leak sensors for leak detection as required by the Texas Commission on Environmental Quality (TCEQ). However, the USTs were installed in 1988 and have a recommended useful life of up to 30 years. To mitigate risk at the fueling facility, the City will explore double-wall above-ground storage tanks (ASTs) which do not require yearly testing or reporting to the TCEQ and have a lower cost of ownership. ASTs have the same useful life expectancy as USTs.

Funding Source: $225,000 from Reserves - Infrastructure Reserve Fund (341).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2024	09/2026
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$225,000
Total		$225,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	225,000	0	0	0	$225,000
Sales Tax					
Other					
Total Funding	$225,000	$0	$0	$0	$225,000

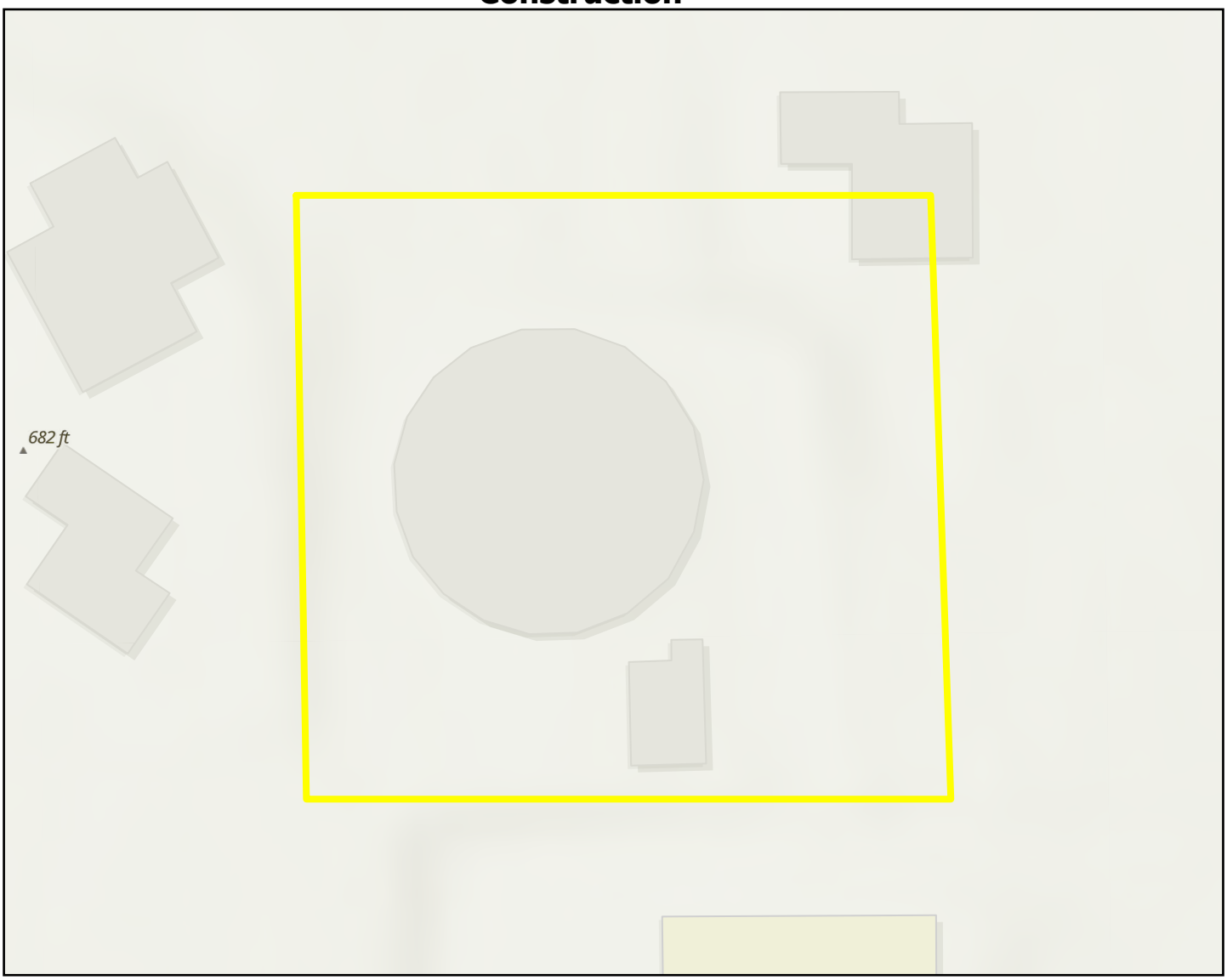
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	225,000	0	0	0	$225,000
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$225,000	$0	$0	$0	$225,000

Operating Impact

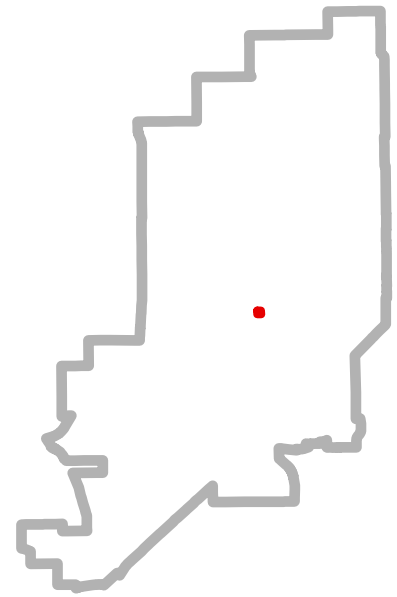
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Generator at College Hills Pump Station Design and Construction







NRH

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Generator at College Hills Pump Station Design and Construction	FC2602

Project Description

This project will complete the engineering, specifications, and drawings to issue for bidding and the construction phase for a permanent generator and the necessary electrical switchgear for the College Hills Pump Station.

Project Justification

The current facility has connections for a portable generator. This project is part of Public Works long range plan to provide reliable water service to the city's customers. This permanent generator will provide power to the pump station during times when ONCOR power is unable.

Funding Source: $1,186,063 from Utility Fund (410) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design	10/2025	01/2027
Land/ROW Acquisition		
Construction	01/2026	01/2027
Other		
Total Schedule	10/2025	01/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$1,186,063
Total		$1,186,063

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	1,186,063	0	0	0	$1,186,063
Sales Tax					
Other					
Total Funding	$1,186,063	$0	$0	$0	$1,186,063

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	147,554	0	0	0	$147,554
Land/ROW Acquisition					
Construction	1,038,509	0	0	0	$1,038,509
Other					
Total Costs	$1,186,063	$0	$0	$0	$1,186,063

Operating Impact

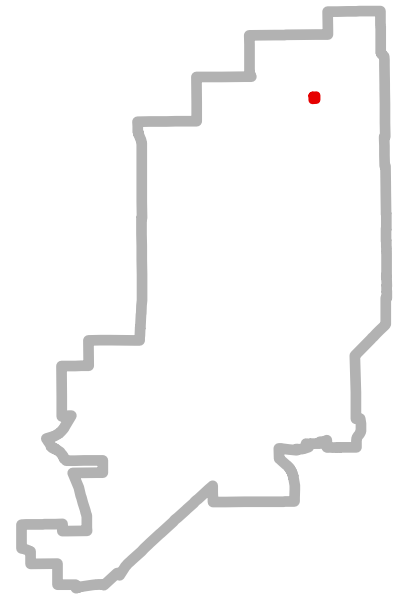
Estimated Generator Preventitive Maintenance yearly costs

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$50,000	$50,000	$50,000	$50,000	$0	$200,000
Total Operating Impact	$50,000	$50,000	$50,000	$50,000	$0	$200,000

Generator at FS #1 Professional Services and Construction







NRH

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Generator at FS #1 Professional Services and Construction	FC2601

Project Description

This project will complete the necessary professional services and construction to replace the generator at Fire Station #1. This project also includes the necessary electrical switchgear associated with the generator replacement.

Project Justification

The generator unit at Fire Station #1 is a natural gas powered generator for the fuel source and is obsolete. The unit is too small to provide power to the facility for the demand of critical infrastructure. An engineering firm has provided a design and will be retained to provide professional services during construction for this facility. They have also helped provide budget numbers for the construction phase of the project. This project will ensure this critical facility has power when ONCOR is unable.

Funding Source: $566,000 from Infrastructure Reserve Fund (341) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2025	04/2027
Engineering/Design		
Land/ROW Acquisition		
Construction	01/2026	04/2027
Other		
Total Schedule	10/2025	04/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$566,000
Revision	2025-26	$0
Total		$566,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	566,000	0	0	0	$566,000
Sales Tax					
Other					
Total Funding	$566,000	$0	$0	$0	$566,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	25,845	0	0	0	$25,845
Engineering/Design					
Land/ROW Acquisition					
Construction	540,155	0	0	0	$540,155
Other					
Total Costs	$566,000	$0	$0	$0	$566,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Generator at FS #5 Professional Services and Construction	FC2520

Project Description

This project will complete the necessary professional services and construction to replace the generator at and Fire Station #5. This project also includes the necessary electrical switchgear associated with the generator replacement.

Project Justification

Fire Station #5 currently has a generator that is too small to provide power to the facility for the demand of critical infrastructure. An engineering firm has provided a design and will be retained to provide professional services during construction for this facility. They have also
helped provide budget numbers for the construction phase of the project. This project will ensure this critical facility has power when ONCOR is unable.

Funding Source: $850,000 from Facility Operating Fund (510) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services	06/2025	04/2027
Engineering/Design		
Land/ROW Acquisition		
Construction	09/2025	04/2027
Other		
Total Schedule	06/2025	04/2027

History	Fiscal Year	Amount
Revision	2024-25	$850,000
Revision	2025-26	$0
Total		$850,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	850,000	0	0	0	$850,000
Sales Tax					
Other					
Total Funding	$850,000	$0	$0	$0	$850,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	25,642	0	0	0	$25,642
Engineering/Design					
Land/ROW Acquisition					
Construction	824,358	0	0	0	$824,358
Other					
Total Costs	$850,000	$0	$0	$0	$850,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Facilities Capital Projects

Department	Project Title	Project Number
Fire	Generator HMGP Grant	FC2216

Project Description

The city of NRH is applying to the FEMA Hazard Mitigation Grant Program DR-4485 (COVID-19) for (2) generators that will supply a permanent secondary source of power to the Public Works Service Center/Fleet Maintenance building and the Fire Maintenance/Fleet & Facilities Administration building. Both city buildings are located on Dick Fisher Dr.

Project Justification

If awarded, the grant requires a 25% local match. The total amount on the grant application is $568,260.00 and the 25% local match is $142,065.00. These facilities perform functions that are vital to the citizen's health and safety and must be available during any power outage, especially a prolonged power outage such as the 2021 Winter storm Uri. The exact award date of the grant is unknown at this time, estimated time frame for award letter is Jan.- March of 2023.

Funding sources are comprised of $539,847 in FY23 FEMA HMGP funds, $142,065 in match funds from Facilities CIP Fund (370) Reserves, and $469,075 from Utility Capital Projects Fund (412) Reserves from FC2519.

Project Schedule	Beginning Date	Ending Date
Professional Services	02/2026	02/2028
Engineering/Design		
Land/ROW Acquisition		
Construction	02/2026	02/2028
Other	04/2023	02/2028
Total Schedule	04/2023	02/2028

History	Fiscal Year	Amount
Adopted Budget	2022-23	$710,325
Revision	2024-25	$440,662
Revision	2025-26	$0
Total		$1,150,987

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	539,847	0	0	0	$539,847
Reserves	611,140	0	0	0	$611,140
Sales Tax					
Other					
Total Funding	$1,150,987	$0	$0	$0	$1,150,987

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	90,200	0	0	0	$90,200
Land/ROW Acquisition					
Construction	1,060,787	0	0	0	$1,060,787
Other	0	0	0	0	$0
Total Costs	$1,150,987	$0	$0	$0	$1,150,987

Operating Impact

No operating impact expected.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Generator Replacement at Fire Station #4	FC2512

Project Description

This project will replace the inoperable generator at Fire Station #4. Freese & Nichols has provided the design and specifications to upgrade the facility with a new generator.

Project Justification

Fire Station #4 has a broken generating unit that is obsolete. An engineering firm (Freese & Nichols) has provided the design and specifications to upgrade the facility with a new generator. Completion of this project will ensure this critical facility has power when ONCOR is unable to provide electricity.

Funding Source: $653,550 Facility Fund (510) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	04/2027
Other		
Total Schedule	10/2024	04/2027

History	Fiscal Year	Amount
Adopted Budget	2024-25	$653,550
Revision	2025-26	$0
Total		$653,550

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	653,550	0	0	0	$653,550
Sales Tax					
Other					
Total Funding	$653,550	$0	$0	$0	$653,550

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	25,642	0	0	0	$25,642
Engineering/Design					
Land/ROW Acquisition					
Construction	627,908	0	0	0	$627,908
Other					
Total Costs	$653,550	$0	$0	$0	$653,550

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	NRH Centre Dectron Replacement Engineering and Construction	FC2411

Project Description

In order to gain design analysis and data for the full replacement of the NRH Centre Aquatics area Dectron HVAC unit the need to analyze and model the new unit design specific to this facility is needed. The professional design and analysis will include both the specifics of the existing indoor space airflow with the unique design of the replacement HVAC unit to ensure the facility is achieving the best indoor air quality possible.

The construction phase will replace the HVAC system within the NRH Centre aquatic area and equipment will be added to improve the indoor air quality. The existing Dectron unit is in need of replacement. A new unit will meet the specific facility needs of the NRH Centre. The project will also improve indoor air quality.

Project Justification

The NRH Centre Indoor Aquatics Dectron HVAC system is original to the facility and has seen significant repair needs over the past few years. The system must be maintained at maximum capacity in order to handle the Texas climate and harsh indoor aquatics environment. With the most recent major repairs, the vendor has indicated that full system replacement will be necessary within the next few years. Due to customization required for such installation, it is necessary that the city prepares for the full replacement prior to system failure as aquatics closure would severely impact membership and revenues at the NRH Centre. This professional engineering study will analyze and model the airflow within the space as well as provide a replacement system designed to the NRH Centre specific configuration to ensure the NRH Centre indoor air quality is the best possible for patrons, staff, and to lengthen the time between full system replacement which in turn preserves the integrity of the facility.

The next phase of this project will be to bid the design provided by the professional designer and move to the construction phase of the project implementing the design.

Funding sources is NRH Centre Fund (126) Reserves for $206,386 and Park Sales Tax Reserves (125) for $1,683,319.

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2023	09/2026
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2023	09/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$95,000
Revision	2023-24	$16,680
Adopted Budget	2024-25	$1,683,319
Revision	2024-25	$85,000
Revision	2025-26	$9,706
Total		$1,889,705

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	1,889,705	0	0	0	$1,889,705
Sales Tax					
Other					
Total Funding	$1,889,705	$0	$0	$0	$1,889,705

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	92,500	0	0	0	$92,500
Engineering/Design					
Land/ROW Acquisition					
Construction	1,797,205	0	0	0	$1,797,205
Other					
Total Costs	$1,889,705	$0	$0	$0	$1,889,705

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	OSRAM Encelium Lighting NRH Centre	FC2311

Project Description

This request is for the upgrade and replacement of the OSRAM Encelium Wireless lighting control network, as well as light control system software to Polaris 3D user interface.

Project Justification

The NRH Centre's Polaris lighting control system is 10 years old and multiple generations behind the current Polaris product. At this time Polaris no longer supports or updates the NRH Centre version of Polaris. Parts are no longer manufactured and availability of fixtures, hubs, switches, and shelf stock is very limited. The new Polaris version would be cloud based, wireless, but is not compatible with the current hardware.

Funding Source: $257,444 from NRH Centre Fund (126) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services	01/2025	09/2026
Engineering/Design		
Land/ROW Acquisition		
Construction	02/2026	09/2026
Other		
Total Schedule	01/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2022-23	$150,000
Revision	2022-23	$60,000
Revision	2024-25	($85,000)
Adopted Budget	2025-26	$142,150
Revision	2025-26	($9,706)
Total		$257,444

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	257,444	0	0	0	$257,444
Sales Tax					
Other					
Total Funding	$257,444	$0	$0	$0	$257,444

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	2,950	0	0	0	$2,950
Engineering/Design					
Land/ROW Acquisition					
Construction	254,494	0	0	0	$254,494
Other					
Total Costs	$257,444	$0	$0	$0	$257,444

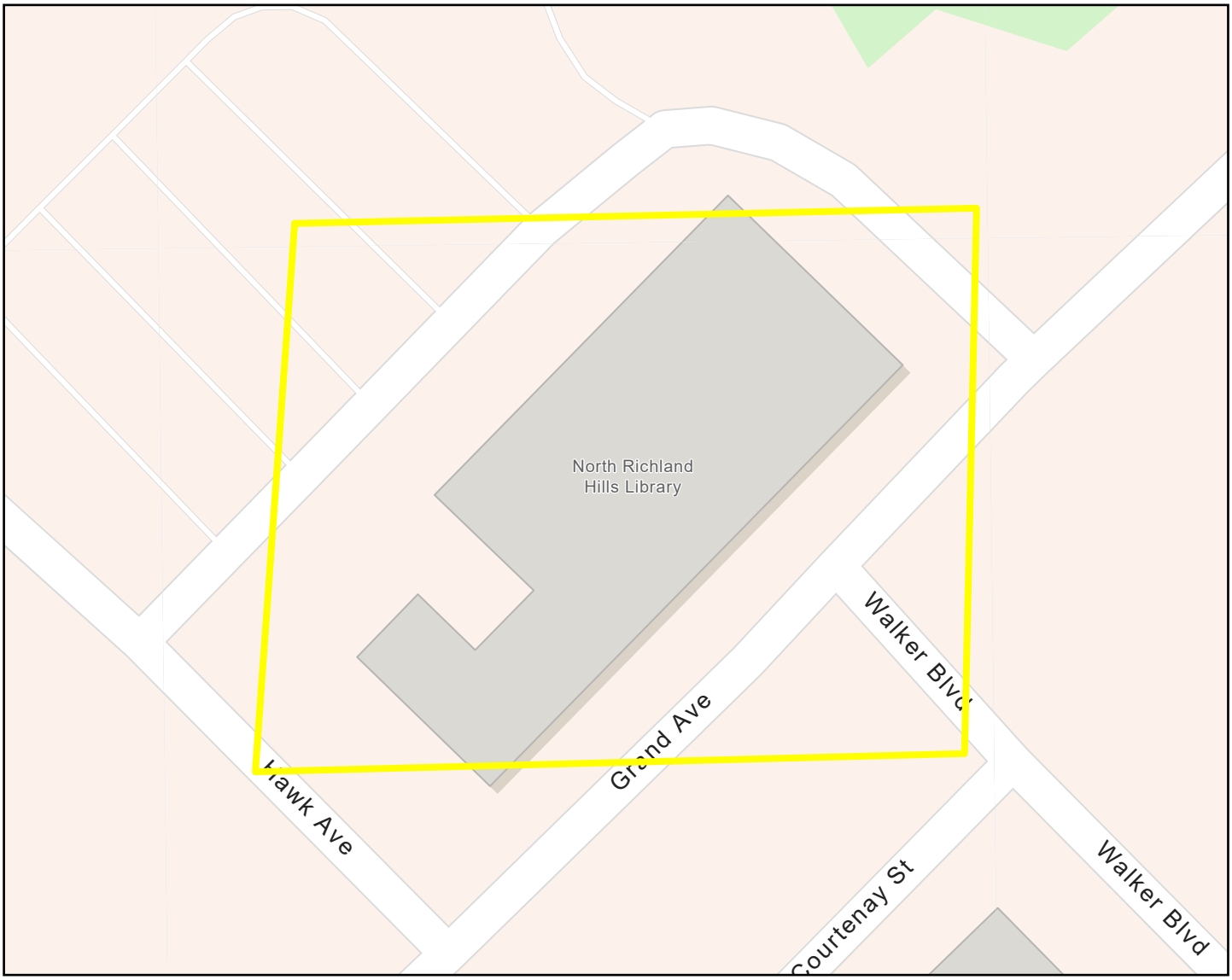
Operating Impact

No operating impact expected.

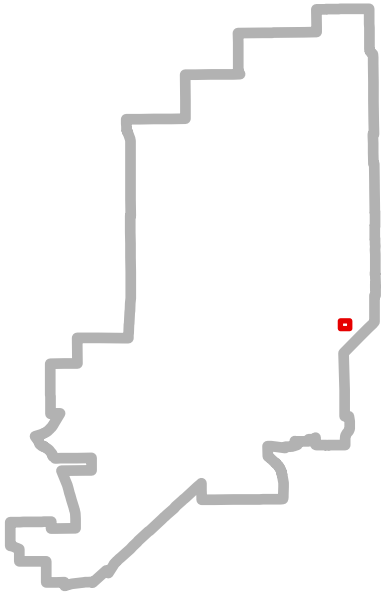
Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
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Public Library Roof Replacement, Building Envelope, and Design







Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Public Library Roof Replacement, Building Envelope, and Design	FC2516

Project Description

This project will replace the roofing system at the Public Library. The city will also make necessary repairs to the building envelope and address any issues of infiltration. The design will be by a professional roofing consultant.

Project Justification

The roof is original to construction which occurred in 2007. The City's work order system has captured 69 roof leaks and repairs at this facility since that time. Repairs continue to be made, but the manufacturer recommends replacement after approximately 20 years. Persistent leaks compromise indoor air quality and create a negative appearance until wet ceiling tiles can be replaced. The building envelope issues will be addressed and any deficiencies discovered will be repaired. The roofing system design and building envelope will be by a professional roofing consultant.

Funding Source: $625,000 from General Fund (100) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	11/2026
Other		
Total Schedule	10/2024	11/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$500,000
Revision	2025-26	$125,000
Total		$625,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	625,000	0	0	0	$625,000
Sales Tax					
Other					
Total Funding	$625,000	$0	$0	$0	$625,000

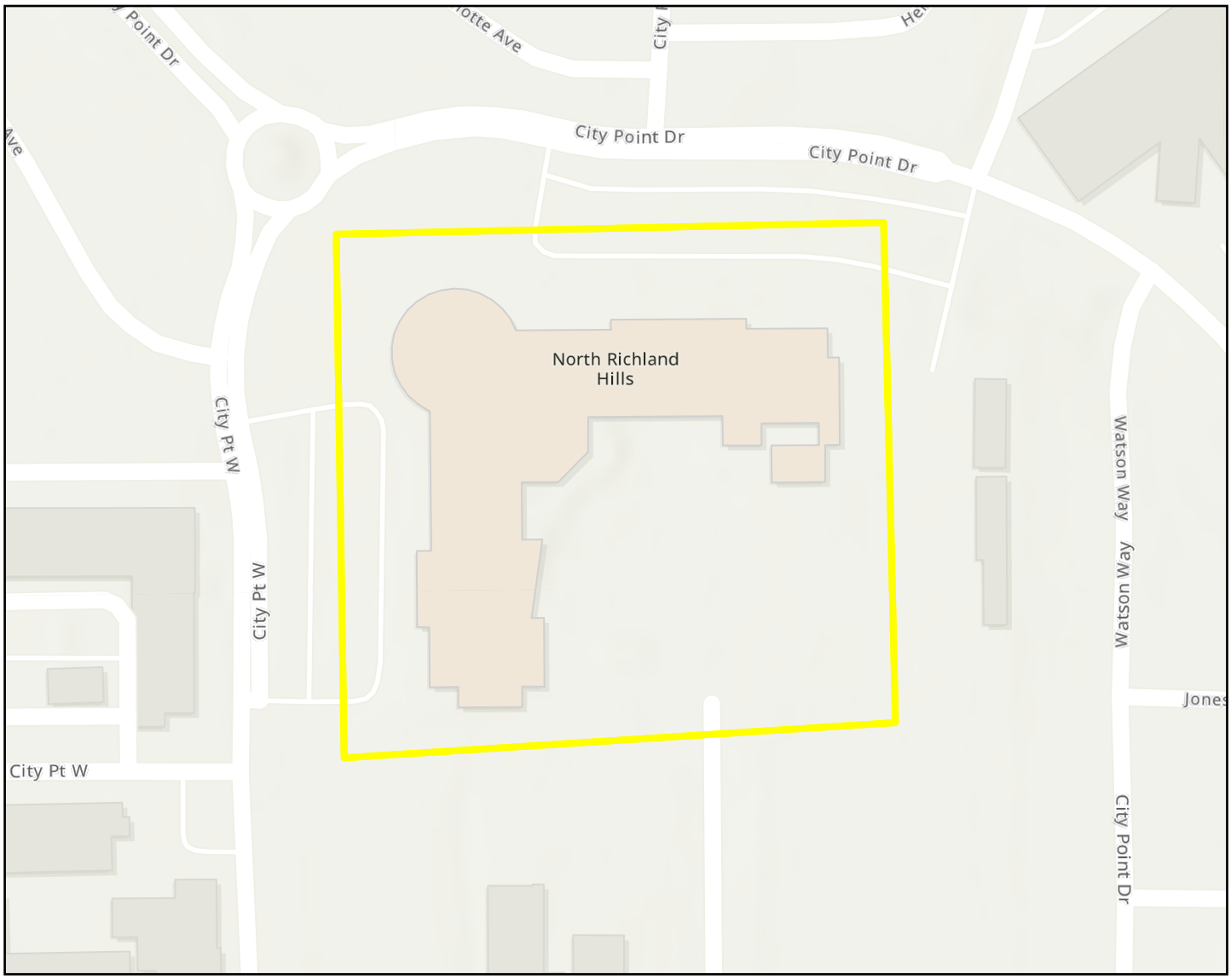
Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design	35,000	0	0	0	$35,000
Land/ROW Acquisition					
Construction	590,000	0	0	0	$590,000
Other					
Total Costs	$625,000	$0	$0	$0	$625,000

Operating Impact

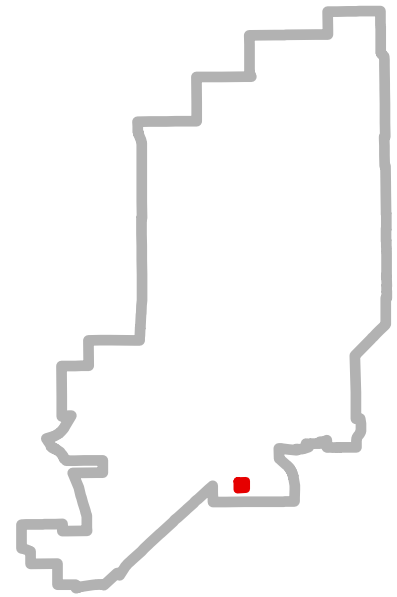
N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Refurbish (4) UPS's at City Hall Main Data Room







Facilities Capital Projects

Department	Project Title	Project Number
Facilities and Construction	Refurbish (4) UPS's at City Hall Main Data Room	FC2607

Project Description

The three phase UPS's (Uninterrupted Power Supply) have components with a finite life span. These components consist of critical modular components such as Intelligence Modules, Static Switches, and Power Modules. These components can be removed and replaced to bring our UPS's up to date.
We based the original replacement project off of parts that were identified to be changed from our annual preventative maintenance performed in 2023 with our service contractor. Our preventative maintenance performed in 2025 identified additional components. This project revision includes all remaining required parts to be replaced. In addition, we have (3) single phase UPS units that are identified be replaced. They are at the end of their service life, a preventative maintenance service contract will not be offered, and parts to make any necessary repairs are obsolete.

Project Justification

The UPS's at City Hall provide power to critical infrastructure during a power outage. They bridge the gap when the city loses ONCOR power and transfers to generator power and vice versa. The critical infrastructure include, dispatch, jail, and the city's computer network to list a few. These components are operated 24/7 since the units were installed and energized. Some of these components are obsolete and have been upgraded to a new version. Our UPS frames housing these components are compatible with the upgraded components. These components will be replaced with factory authorized parts. Upgrading these components will gain another 5 years of service before any future component replacement is recommended.

The three single phase UPS units provide uninterrupted power for critical infrastructure as well. Not replacing these three phase UPS components and single phase UPS units could be costly and cause computers and servers to lose power and subject to ONCOR disruptions.

Funding Source: $120,000 from Facilities Capital Projects Fund (370) Reserves and $149,000 from General Fund Reserves (100) transferred from FC2502.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2024	09/2026
Other		
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$120,000
Revision	2025-26	$149,000
Total		$269,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	269,000	0	0	0	$269,000
Sales Tax					
Other					
Total Funding	$269,000	$0	$0	$0	$269,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	269,000	0	0	0	$269,000
Other					
Total Costs	$269,000	$0	$0	$0	$269,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


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Information Technology Long Range Capital Plan
FY 2027 through FY 2037

Project #	Project Title	Appropriated To Date	Proposed Budget FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	TOTAL
Continuing Projects														
IT2606	Access Control Upgrade for City Hall	402,500												402,500
IT2513	Annual Network Equipment Refresh	68,500												68,500
IT2610	Disaster Recover Datacenter Refresh	635,000												-
IT1701	Enterprise Computer System Replacement	3,815,475												3,815,475
IT2306	GIS Infrastructure Data Update	200,000												200,000
IT2505	Maintenance and/or Replacement of PLC Door Control Software	550,000												550,000
IT2512	Meeting Broadcast Equipment Replacement	325,000												325,000
IT2405	Network Refresh	1,300,000												1,300,000
IT2404	NRH Centre Club Management Software	180,000												180,000
IT2409	NRH2O Wi-Fi Improvements	175,000												175,000
IT2602	Remote Site Network Refresh	150,000												150,000
IT2601	Replace Fire Station Alerting System at Fire Station 1	125,000												125,000
IT2205	SCADA System Upgrade	68,920												68,920
IT2206	Security Camera and Access Control Upgrade and Additions	680,000												680,000
IT2410	Technology Upgrades	1,305,905												1,305,905
IT2610	Disaster Recovery Datacenter Refresh	719,000												719,000
	Total Continuing Projects	**$ 10,700,300**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,841,475**
New Projects														
FS2718	Wireless Connectivity Replacement for Public Safety Vehicles		366,350											366,350
IT2704	Mobile Computer Replacement for Public Safety Vehicles		391,950											391,950
	Total New Projects	**$ -**	**$ 758,300**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 758,300**
Future Projects														
	Data Center Core Refresh (5yr)					300,000					300,000			600,000
	Network Switch Refresh (Partial 1/3)			350,000			350,000			350,000			350,000	1,400,000
	Network Access Point (AP) refresh (partial 1/3)				100,000			100,000			100,000			300,000
	Dispatch Console Refresh - (2per yr) every 2yrs					250,000		250,000		250,000		250,000		1,000,000
	Archival Storage				750,000									750,000
	DAS - NRH Centre and Library			120,000	150,000									270,000
	Public Safety Virtual Infrastructure Consolidation			100,000										100,000
	Water Tower Connectivity - Access Control/Video			50,000	50,000									100,000
	Data Center Compute Refresh						600,000					600,000		1,200,000
	CAD Software Upgrade													-
	Total Future Projects	**$ -**	**$ -**	**$ 150,000**	**$ 50,000**	**$ -**	**$ 600,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 600,000**	**$ -**	**$ 1,400,000**
Total Planned Project Costs		**$ 10,700,300**	**$ 758,300**	**$ 620,000**	**$ 1,050,000**	**$ 550,000**	**$ 950,000**	**$ 350,000**	**$ -**	**$ 600,000**	**$ 400,000**	**$ 850,000**	**$ 350,000**	**$ 16,543,600**
Funding Sources														
	Reserves - Information Technology Operating (Fund 530)	718,385		570,000	750,000	300,000	950,000	100,000		350,000	400,000	600,000	350,000	5,088,385
	Reserves - Information Technology Capital (Fund 380)	279,466			250,000									529,466
	Reserves - General Fund (Fund 100)	1,269,000	631,412			250,000		250,000		250,000		250,000		2,900,412
	Reserves - General Capital Fund (Fund 340)	606,948												606,948
	Debt Issuance	3,025,000												3,025,000
	Grant / Other	4,801,501	126,888	50,000	50,000									5,028,389
	To Be Determined													-
	Total Funding Sources	**$ 10,700,300**	**$ 758,300**	**$ 620,000**	**$ 1,050,000**	**$ 550,000**	**$ 950,000**	**$ 350,000**	**$ -**	**$ 600,000**	**$ 400,000**	**$ 850,000**	**$ 350,000**	**$ 17,178,600**

Schedule 7
Major Capital Equipment Capital Projects
Budget Summary

		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
New Projects						
FS2703	Replacement of 1 Fire Aerial Truck	0	2,512,500	0	0	$ 2,512,500
FS2707	Replacement of 7 Interceptors/Tahoes	0	797,650	0	0	$ 797,650
FS2704	Replacement of 4 Public Works Dump Trucks	0	777,801	0	0	$ 777,801
FS2702	Replacement of 1 Ambulance	0	558,188	0	0	$ 558,188
IT2704	Mobile Computer Replacement for Public Safety Vehicles	0	391,950	0	0	$ 391,950
FS2718	Wireless Connectivity Replacement for Public Safety Vehicles	0	366,350	0	0	$ 366,350
FS2713	Replacement of 4 Light Duty Trucks	0	230,000	0	0	$ 230,000
FS2712	Replacement of 12 Trailers	0	146,000	0	0	$ 146,000
FS2710	Replacement of 2 Passenger Cars	0	94,000	0	0	$ 94,000
FS2705	Replacement of 1 VIPS Vehicle	0	75,600	0	0	$ 75,600
FS2714	Replacement of 1 Chevrolet 15 Passenger Van	0	65,000	0	0	$ 65,000
FS2708	Replacement of 4 Utility Vehicles (Gators)	0	60,000	0	0	$ 60,000
FS2711	Replacement of 2 Kubota Tractors	0	50,000	0	0	$ 50,000
FS2709	Replacement of 3 Mowers	0	45,000	0	0	$ 45,000
FS2716	Replacement of 1 Gator and Trailer	0	31,500	0	0	$ 31,500
FS2706	Replacement of 1 Sun Voyager Golf Cart	0	12,000	0	0	$ 12,000
Total New Projects		**$ 0**	**$ 6,213,539**	**$ 0**	**$ 0**	**$ 6,213,539**
Continuing Projects						
IT2606	Access Control Upgrade for City Hall	402,500	0	0	0	$ 402,500
FS2604	Ambulance Replacement (#9009)	556,584	0	0	0	$ 556,584
FS2408	Ambulance Replacement (Unit #991)	458,637	0	0	0	$ 458,637
IT2513	Annual Network Equipment Refresh	68,500	0	0	0	$ 68,500
FS2407	Brush Truck Replacement (#967)	281,500	0	0	0	$ 281,500
IT2610	Disaster Recovery Datacenter Refresh	719,000	0	0	0	$ 719,000
IT1701	Enterprise Computer System Replacement	3,815,475	0	0	0	$ 3,815,475
IT2306	GIS Infrastructure Data Update	200,000	0	0	0	$ 200,000
IT2505	Maintenance and/or Replacement of PLC Door Control Software	550,000	0	0	0	$ 550,000
IT2512	Meeting Broadcast Equipment Replacement	177,886	0	0	0	$ 177,886
IT2405	Network Refresh	1,300,000	0	0	0	$ 1,300,000
IT2404	NRH Centre Club Management Software	180,000	0	0	0	$ 180,000
IT2409	NRH2O Wi-Fi Improvements	175,000	0	0	0	$ 175,000
IT2602	Remote Site Network Refresh	150,000	0	0	0	$ 150,000
IT2601	Replace Fire Station Alerting System at Fire Station 1	125,000	0	0	0	$ 125,000
FS2501	Replacement Ambulance for Unit 9001	479,125	0	0	0	$ 479,125
FS2601	Replacement of International Dump Truck (#487)	190,000	0	0	0	$ 190,000
FS2602	Replacement of International Dump Truck (#6636)	190,000	0	0	0	$ 190,000

Schedule 7
Major Capital Equipment Capital Projects
Budget Summary

		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
FS2603	Replacement of International Dump Truck (#6637)	190,000	0	0	0	$ 190,000
IT2205	SCADA System Upgrade	68,920	0	0	0	$ 68,920
FS2502	Scheduled Replacement for Fire Pumper Unit 975	1,275,547	0	0	0	$ 1,275,547
IT2206	Security Camera and Access Control Upgrade and Additions	680,000	0	0	0	$ 680,000
IT2410	Technology Upgrades	1,305,905	0	0	0	$ 1,305,905
FS2606	Victim Assistance and Rehab Unit	330,000	0	0	0	$ 330,000
Total Continuing Projects		**$ 13,869,579**	**$ 0**	**$ 0**	**$ 0**	**$ 13,869,579**
Total Project Costs		**$ 13,869,579**	**$ 6,213,539**	**$ 0**	**$ 0**	**$ 20,083,118**
Funding Sources						
Certificates of Obligation		3,039,637	3,000,000	0	0	$ 6,039,637
Federal/State Grants		181,752	0	0	0	$ 181,752
Reserves		9,920,690	3,213,539	0	0	$ 13,134,229
Sales Tax		175,000	0	0	0	$ 175,000
Other		552,500	0	0	0	$ 552,500
Total Sources of Funds		**$ 13,869,579**	**$ 6,213,539**	**$ 0**	**$ 0**	**$ 20,083,118**

Replacement of 1 Fire Aerial Truck





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 1 Fire Aerial Truck	FS2703

Project Description

Unit: #9012
Replace one 2020 Pierce Velocity aerial fire truck as part of the Capital Improvement Program. The apparatus is assigned to the Fire Department and functions as a frontline aerial unit supporting fire suppression, rescue operations, and emergency response operations throughout the City.
Fire Truck $2,325,000
Make Ready $187,500

Project Justification

The 2020 Pierce Velocity aerial fire truck is included in a 10-year fire apparatus replacement plan. Aerial apparatus are critical, specialized assets that play a key role in fire suppression, rescue operations, and emergency response. Maintaining a reliable aerial unit is essential to supporting effective response capabilities and protecting public safety. Due to the extended manufacturing and delivery timelines associated with aerial fire apparatus, which can exceed two years, early ordering is required to ensure the unit is delivered and placed into service in alignment with the planned replacement schedule. Planning the replacement at this time allows for proactive management of long lead times, helps avoid gaps in aerial coverage, and supports continued operational readiness. This approach reduces the risk of the apparatus remaining in service beyond its planned lifecycle due to manufacturing delays.

Funding Source: $2,500,000 from Certificates of Obligation and $12,500 from Fleet Services (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$2,512,500
Total		$2,512,500

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	0	2,500,000	0	0	$2,500,000
Federal/State Grants					
Reserves	0	12,500	0	0	$12,500
Sales Tax					
Other					
Total Funding	$0	$2,512,500	$0	$0	$2,512,500

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	2,512,500	0	0	$2,512,500
Total Costs	$0	$2,512,500	$0	$0	$2,512,500

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 7 Interceptors/Tahoes





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 7 Interceptors/Tahoes	FS2707

Project Description

Units: #414, #8001, #8010, #8030, #8039, #8045, #8048
Replace seven Ford Interceptor and one Tahoe vehicles as part of the Capital Improvement Program. Unit #414 is assigned to Municipal Court operations, and Units #8001, #8010, #8030, #8039, #8045 and #8048 are assigned to the Police Department. These vehicles support daily administrative, patrol, and enforcement activities throughout the City.
Police Department Make Ready: $17,500
Fleet Make Ready: $325,150
Vehicle Purchase: $455,000

Project Justification

These vehicles are proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing these vehicles will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $797,650 Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$797,650
Total		$797,650

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	797,650	0	0	$797,650
Sales Tax					
Other					
Total Funding	$0	$797,650	$0	$0	$797,650

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	797,650	0	0	$797,650
Total Costs	$0	$797,650	$0	$0	$797,650

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 4 Public Works Dump Trucks





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 4 Public Works Dump Trucks	FS2704

Project Description

Units: #5527, #5528, #6637, #6639
Replace three tandem-axle dump trucks and one single-axle dump truck as part of the Capital Improvement Program. This includes replacement of one 2007 Chevrolet 8500 tandem-axle dump truck and one 2007 Chevrolet 8500 single-axle dump truck assigned to the Utility Division and replacement of one 2012 International tandem-axle dump truck and one 2013 International tandem-axle dump truck assigned to the Streets Division.
Dump Trucks $773,801
Fleet Make Ready $4,000

Project Justification

The proposed project will replace four tandem-axle dump trucks that have reached or exceeded their expected service life and are heavily utilized in daily operations. Two of the units assigned to the Utility Division are 2007 model year vehicles that are over 17 years old and are used extensively for utility operations and material hauling. The remaining two units assigned to the Streets Division are 2012 and 2013 model year vehicles that support street maintenance activities and seasonal response operations. Due to their age and continued high utilization, these vehicles will be beginning to experience increased maintenance requirements and reduced reliability. As critical frontline assets, dump trucks are essential to maintaining core municipal services, and extended downtime or failure during peak operational periods can significantly impact service delivery. Replacing these units will improve reliability, reduce maintenance-related disruptions, and ensure the City can continue to meet operational demands efficiently and safely.

Funding Source: $388,901 from Utility Fund (410) Reserves and $388,900 from Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$777,801
Total		$777,801

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	777,801	0	0	$777,801
Sales Tax					
Other					
Total Funding	$0	$777,801	$0	$0	$777,801

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	777,801	0	0	$777,801
Total Costs	$0	$777,801	$0	$0	$777,801

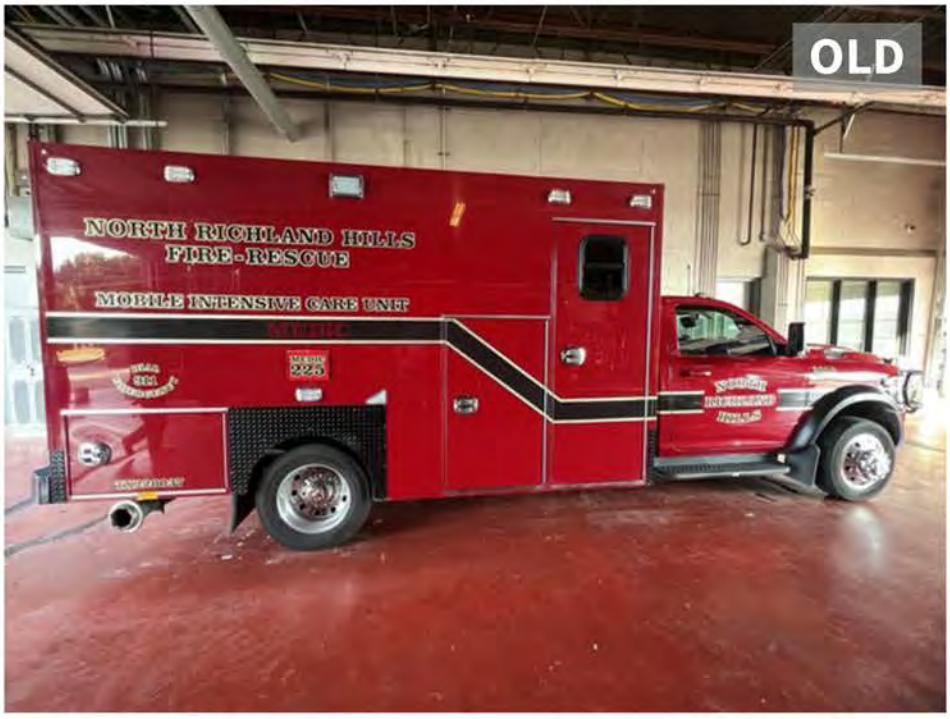
Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 1 Ambulance





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 1 Ambulance	FS2702

Project Description

Unit: #9016
Replace one 2018 Frazer ambulance as part of the Capital Improvement Program. The unit is assigned to the Fire Department and is used for emergency medical response and patient transport throughout the City.
Ambulance $500,104
Make Ready $58,084

Project Justification

The 2018 Frazer ambulance continues to be heavily utilized for emergency medical response and patient transport operations. As a frontline emergency response vehicle, dependable operation is essential to maintaining response capability and ensuring patient and crew safety. Replacing the ambulance will support consistent emergency medical service delivery and help ensure continued compliance with operational and safety requirements. Timely replacement will allow the Fire Department to maintain reliable EMS coverage and meet ongoing service demands.

Funding Source: $500,000 from Certificates of Obligation and $58,188 from Fleet Operating Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$558,188
Total		$558,188

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	0	500,000	0	0	$500,000
Federal/State Grants					
Reserves	0	58,188	0	0	$58,188
Sales Tax					
Other					
Total Funding	$0	$558,188	$0	$0	$558,188

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	558,188	0	0	$558,188
Total Costs	$0	$558,188	$0	$0	$558,188

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Wireless Connectivity Replacement for Public Safety Vehicles





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Mobile Computer Replacement for Public Safety Vehicles	IT2704

Project Description

Replacement and installation of mobile computers in 78 Public Safety vehicles (Fire, Police and Municipal Court).

Project Justification

Moving to a newer mobile computer is essential to solving several growing operational challenges. Our current units are aging, slowing down critical applications,increasingly struggling to support modern software demands. Additionally, the current MDCs are increasingly experiencing functionality issues due to faulty keyboards and docking connections, which is directly impacting Public Safety efficiency and response times. As system requirements rise, outdated hardware leads to longer load times, unreliable connectivity, and more frequent technical issues, which can delay access to vital information such as CAD call screens, mapping, and incident updates. By transitioning to newer models, the City can improve field reliability and ensure our officers have the fast, dependable technology needed to operate safely and effectively.

Funding Source: $326,365 from General Fund (100) Reserves and $65,585 from Crime Control District Fund (130) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$391,950
Total		$391,950

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	391,950	0	0	$391,950
Sales Tax					
Other					
Total Funding	$0	$391,950	$0	$0	$391,950

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	391,950	0	0	$391,950
Total Costs	$0	$391,950	$0	$0	$391,950

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Wireless Connectivity Replacement for Public Safety Vehicles	FS2718

Project Description

Replacement of legacy Cradlepoints and antennas for all Public Safety units. These systems are used to maintain a encrypted connection to the City's network on Public Safety vehicles. The total number of replacements is 85.

Project Justification

Public Safety units currently use Cradlepoints to connect to the Internet. That connection is how Public Safety can accomplish a myriad of duties while outside of city buildings. Things such as writing reports, running subjects for warrants, accessing websites that assist in determining how to handle certain chemicals, accessing internal databases for various documents, accessing the city website, and various other tasks as well as CAD and RMS. In the past our units have lost network connections and were therefore unable to complete the tasks that are part of their daily duties. The current Cradlepoints also do not have the ability to automatically and directly fail over to the secondary network. Additionally, the current Cradlepoints are at end of life and fail continually.

Funding sources: $305,047 from General Fund (100) Reserves and $61,303 from Crime Control District Fund (130) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$366,350
Total		$366,350

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	366,350	0	0	$366,350
Sales Tax					
Other					
Total Funding	$0	$366,350	$0	$0	$366,350

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	366,350	0	0	$366,350
Total Costs	$0	$366,350	$0	$0	$366,350

Operating Impact

Increase cost in License/Support and Cellular Data Service

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$27,600	$27,600	$27,600	$27,600	$27,600	$138,000
Total Operating Impact	$27,600	$27,600	$27,600	$27,600	$27,600	$138,000


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Replacement of 4 Light Duty Trucks

NEW





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 4 Light Duty Trucks	FS2713

Project Description

Units: #187, #5547, #6646, #7784
Replace four trucks as part of the Capital Improvement Program. Unit #187 is assigned to Neighborhood Services, Unit #5547 is assigned to the Utility Division, Unit #6646 is assigned to the Streets Division, and Unit #7784 is assigned to the Parks and Recreation Department. These trucks support daily operational and maintenance activities across multiple departments. Unit #6646 will be reconfigured as part of the replacement to incorporate a dump bed with an added cost of $15,000.
Fleet Make Ready: $20,000
Vehicle Purchase: $210,000

Project Justification

These vehicles are proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing these vehicles will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $230,000 from Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$230,000
Total		$230,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	230,000	0	0	$230,000
Sales Tax					
Other					
Total Funding	$0	$230,000	$0	$0	$230,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	230,000	0	0	$230,000
Total Costs	$0	$230,000	$0	$0	$230,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 12 Trailers

NEW





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 12 Trailers	FS2712

Project Description

Units: #182, #463, #635, #637, #960, #5537, #5555, #6664, #7818, #7726, #8027, #8850
Replace twelve trailers as part of the Capital Improvement Program. Unit #182 is assigned to Neighborhood Services; Unit #463 is assigned to Construction; Units #635 and #637 are assigned to Streets; Unit #960 is assigned to the Fire Department; Units #5537 and #5555 are assigned to the Utility Division; Unit #6664 is assigned to the Streets Division; Units #7726 and #7818 are assigned to Parks and Recreation; and Units #8027 and #8850 are assigned to the Police Department. These trailers support daily operational activities across multiple departments.
Fleet Make Ready: $600
Vehicle Purchase: $145,400

Project Justification

These vehicles are proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing these vehicles will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $146,000 from Fleet Capital Projects Fund (375) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$146,000
Total		$146,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	146,000	0	0	$146,000
Sales Tax					
Other					
Total Funding	$0	$146,000	$0	$0	$146,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	146,000	0	0	$146,000
Total Costs	$0	$146,000	$0	$0	$146,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 2 Passenger Cars

NEW





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 2 Passenger Cars	FS2710

Project Description

Units: #8098, #8953
Replace two passenger vehicles as part of the Capital Improvement Program. Units #8098 and #8953 are assigned to the Police Department and support daily administrative, patrol support, and operational activities throughout the City.
Fleet Make Ready: $20,000
Vehicle Purchase: $74,000

Project Justification

These vehicles are proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing these vehicles will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $94,000 from Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$94,000
Total		$94,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	94,000	0	0	$94,000
Sales Tax					
Other					
Total Funding	$0	$94,000	$0	$0	$94,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	94,000	0	0	$94,000
Total Costs	$0	$94,000	$0	$0	$94,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 1 VIPS Vehicle

NEW





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Police	Replacement of 1 VIPS Vehicle	FS2705

Project Description

The Volunteers in Police Service (VIPS) needs to replace Unit 8084, a 2015 Ford Explorer that has reached the end of its useful life after prior frontline police service and extensive volunteer patrol use. With more than 84,500 miles before repurposing and over 59,000 additional miles and 11,220 patrol hours logged in the past three years, the vehicle now shows significant wear. Their marked units are increasingly unreliable due to age and heavy operational demands, and both are due for replacement. Purchasing a new vehicle would demonstrate the city's commitment to the volunteers' vital contributions to the Police Department.
Fleet Make Ready - $30,000
Vehicle Purchase - $45,600

Project Justification

The VIPS program aids stranded motorists and supports police and firefighters by securing major incidents, making them essential to public safety and deserving of reliable vehicles. The 2027 Explorer will cost $45,602 and will require $17,000 in modifications to be ready for service. It will come with a standard warranty package and all maintenance work will be done in-house. Based on the estimated lifespan of age and usage, replacement will be needed in 10 years.

Funding Source: $75,600 from Crime Control District Fund (130) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$75,600
Total		$75,600

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	75,600	0	0	$75,600
Sales Tax					
Other					
Total Funding	$0	$75,600	$0	$0	$75,600

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	75,600	0	0	$75,600
Total Costs	$0	$75,600	$0	$0	$75,600

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 1 Chevrolet 15 Passenger Van

NEW





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 1 Chevrolet 15 Passenger Van	FS2714

Project Description

Unit: #7736
Replace one passenger van as part of the Capital Improvement Program. Unit #7736 is assigned to the Parks and Recreation Department and is used to support daily operational and program-related transportation needs.
Fleet Make Ready: $1,500
Vehicle Purchase: $63,500

Project Justification

This vehicle is proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing this vehicle will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $65,000 from Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$65,000
Total		$65,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	65,000	0	0	$65,000
Sales Tax					
Other					
Total Funding	$0	$65,000	$0	$0	$65,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	65,000	0	0	$65,000
Total Costs	$0	$65,000	$0	$0	$65,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 4 Utility Vehicles (Gators)





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 4 Utility Vehicles (Gators)	FS2708

Project Description

Units: #7770, #7771, #7772, #7775
Replace four utility vehicles (Gators) as part of the Capital Improvement Program. Units #7770, #7771, #7772, and #7775 are assigned to the Parks and Recreation Department. These vehicles support daily operational and maintenance activities across multiple City facilities and service areas.
Fleet Make Ready: $200
Vehicle Purchase: $59,800

Project Justification

These vehicles are proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing these vehicles will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $60,000 from Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$60,000
Total		$60,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	60,000	0	0	$60,000
Sales Tax					
Other					
Total Funding	$0	$60,000	$0	$0	$60,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	60,000	0	0	$60,000
Total Costs	$0	$60,000	$0	$0	$60,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 2 Kubota Tractors

NEW





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 2 Kubota Tractors	FS2711

Project Description

Units: #6610, #6675
Replace two Kubota tractor as part of the Capital Improvement Program. Unit #6610 and #6675 are assigned to the Streets Division and are used to support routine maintenance and operational activities.
Fleet Make Ready $100
Vehicle Purchase: $49,900

Project Justification

These vehicles are proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing these vehicles will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $50,000 from Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$50,000
Total		$50,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	50,000	0	0	$50,000
Sales Tax					
Other					
Total Funding	$0	$50,000	$0	$0	$50,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	50,000	0	0	$50,000
Total Costs	$0	$50,000	$0	$0	$50,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 3 Mowers





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 3 Mowers	FS2709

Project Description

Units: #6669, #7796, #7797
Replace three mowers as part of the Capital Improvement Program. Unit #6669 is assigned to the Streets Division, and Units #7796 and #7797 are assigned to the Parks and Recreation Department. These mowers support routine maintenance activities within the City's right-of-way, facilities, and park areas.
Fleet Make Ready: $150
Vehicle Purchase: $44,850

Project Justification

These vehicles are proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing these vehicles will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $45,000 from Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$45,000
Total		$45,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	45,000	0	0	$45,000
Sales Tax					
Other					
Total Funding	$0	$45,000	$0	$0	$45,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	45,000	0	0	$45,000
Total Costs	$0	$45,000	$0	$0	$45,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 1 Gator and Trailer

NEW





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fire	Replacement of 1 Gator and Trailer	FS2716

Project Description

Current unit is a 1995 model and has exceeded service life and has limited capability. Request is being submitted as a result of conversations with Fleet. Replacement will be a Can AM Defender Pro XT.
Fleet Make Ready: $100
Vehicle Purchase: $31,400

Project Justification

This unit will serve multiple purposes, expanding on the capacity of the current Gator. It will be a utility vehicle, supporting training activities at the PSTC, support special events for the City and any trail or off-road fire or EMS response. The unit does not require any IT support and minimal make ready from fleet. Unit cost is estimated $27,000 and will need a trailer to support at an estimated cost of $4,000. Trailer would replace 2013 10' flat bed trailer, assigned to #989. Make ready for the unit is $500

Funding source: $31,500 from General Capital Projects Fund (340) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$31,500
Total		$31,500

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	31,500	0	0	$31,500
Sales Tax					
Other					
Total Funding	$0	$31,500	$0	$0	$31,500

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	31,500	0	0	$31,500
Total Costs	$0	$31,500	$0	$0	$31,500

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of 1 Sun Voyager Golf Cart





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of 1 Sun Voyager Golf Cart	FS2706

Project Description

Unit: #7787
Replace one Sun Voyager golf cart as part of the Capital Improvement Program. Unit #7787 is assigned to the Parks and Recreation Department and is used to support daily operations and maintenance activities within park facilities and recreational areas.
Fleet Make Ready: $50
Vehicle Purchase $11,950

Project Justification

This vehicle is proposed for replacement based on age, usage, and overall condition. Continued operation beyond its planned service life increases the risk of downtime and may impact the department's ability to meet operational needs. Replacing this vehicle will support safe and efficient operations, maintain service levels, and ensure the fleet remains reliable and appropriately sized to meet current demands.

Funding Source: $12,000 Fleet Services Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	09/2027
Total Schedule	10/2026	09/2027

History	Fiscal Year	Amount
Proposed	2026-27	$12,000
Total		$12,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	0	12,000	0	0	$12,000
Sales Tax					
Other					
Total Funding	$0	$12,000	$0	$0	$12,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	0	12,000	0	0	$12,000
Total Costs	$0	$12,000	$0	$0	$12,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Access Control Upgrade for City Hall	IT2606

Project Description

This request is to upgrade the existing door access control system and hardware in City Hall. Over the years, it has been discovered that during the initial construction of the City Hall building the subcontractor used hardware that was near the end of life at installation. The City Hall building is now ten years old, and staff is having issues servicing and maintaining these outdated parts and systems. This submission is requesting to replace the access control system and hardware in City Hall with hardware that is matching the new Genetec Access Control system that have been implemented in the Fire stations, Library and Recreation Center.

Project Justification

The current access control system and hardware used in City Hall are no longer supported and staff is having problems servicing and maintaining these efficiently. NRH has implemented a state-of-the-art system for all other facilities and would like to continue with that service for the City Hall building.

Funding Sources: $402,500 from the General Capital Projects Fund (340) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2026
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$402,500
Total		$402,500

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other	402,500	0	0	0	$402,500
Total Funding	$402,500	$0	$0	$0	$402,500

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	402,500	0	0	0	$402,500
Total Costs	$402,500	$0	$0	$0	$402,500

Operating Impact

Annual Maintenance Fee

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$25,000	$25,000	$25,000	$25,000	$0	$100,000
Total Operating Impact	$25,000	$25,000	$25,000	$25,000	$0	$100,000


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Ambulance Replacement (#9009)





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fire	Ambulance Replacement (#9009)	FS2604

Project Description

Replacing a 2018 Frazer Ambulance with a similar ambulance.

Project Justification

The fire department maintains six (6) ambulances, four (4) in the front line and two (2) in reserve. Due to the high use of these vehicles they are set to a seven year revolving replacement schedule that would allow for units to serve front line for four years and reserve for three years, which will continue the operational readiness of the ambulance fleet. This unit is due for replacement and will be moved into a reserve status as outlined in the fire replacement plan.

Funding Source: $556,584 from a transfer from the Fleet Operating Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2027
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$556,584
Total		$556,584

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	556,584	0	0	0	$556,584
Sales Tax					
Other					
Total Funding	$556,584	$0	$0	$0	$556,584

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	556,584	0	0	0	$556,584
Total Costs	$556,584	$0	$0	$0	$556,584

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Ambulance Replacement (Unit 991)





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Ambulance Replacement (Unit #991)	FS2408

Project Description

This is a life-cycle replacement for a 2014 Frazer Ambulance. This project cost includes the purchase of the vehicle, make ready, and equipment/supplies.

Project Justification

This ambulance has reached the end of its life-cycle. The mileage is 155,000 mls and it has 11,000 hours (equal to 374,000 mls).

Funding Source: Fleet CIP Fund (375) Reserves for $319,500, $84,500 from FS2301 Project Saving, Fleet Fund (520) Reserves for $40,000, and Certificates of Obligation for $14,637.

Project Status: As of February 2026, the city is waiting for delivery.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2023	09/2026
Total Schedule	10/2023	09/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$444,000
Revision	2023-24	$0
Revision	2024-25	$14,637
Total		$458,637

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	14,637	0	0	0	$14,637
Federal/State Grants					
Reserves	444,000	0	0	0	$444,000
Sales Tax					
Other					
Total Funding	$458,637	$0	$0	$0	$458,637

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	458,637	0	0	0	$458,637
Total Costs	$458,637	$0	$0	$0	$458,637

Operating Impact

Annual Maintenance

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$4,500	$4,500	$0	$0	$0	$9,000
Total Operating Impact	$4,500	$4,500	$0	$0	$0	$9,000

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Annual Network Equipment Refresh	IT2513

Project Description

A network refresh involves updating and upgrading a network's hardware, software, and infrastructure components to improve performance, security, and reliability. The goal of a network refresh is to enhance overall efficiency, address any technological obsolescence, and ensure the network can meet evolving demands and support future growth. This is an annual request. For Fiscal Year 2025, the IT Department identified 17 network components that meet the criteria to be refreshed.

Project Justification

A network refresh is crucial for maintaining optimal performance, security, and reliability. Outdated hardware and software can lead to slower speeds, increased vulnerabilities, and higher maintenance costs. Staying current with technology maximizes the value of public funds by ensuring resources are effectively utilized, ultimately supporting long-term sustainability and improved service delivery.

Funding Source: Reserves - IT Operating Fund Transfer (530).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2024	04/2026
Total Schedule	10/2024	04/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$68,500
Total		$68,500

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	68,500	0	0	0	$68,500
Sales Tax					
Other					
Total Funding	$68,500	$0	$0	$0	$68,500

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	68,500	0	0	0	$68,500
Total Costs	$68,500	$0	$0	$0	$68,500

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Brush Truck Replacement (#967)





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Brush Truck Replacement (#967)	FS2407

Project Description

This is a scheduled replacement of unit #967 (a 2004 F550 Brush truck). Unit will be a diesel 4x4 crew cab w/a 250 gpm skid unit w/300 gallons of water, class A foam system and a 200' booster reel. Estimated cost of the replacement unit is $281,500.00 including equipment and Make Ready cost.

Project Justification

Maintain ability to combat fires in isolated or confined areas. Brush trucks have the ability to attack brush fires off road, which an engine or quint cannot access.

The total project cost consists of the purchase of the vehicle & make ready for $212,500 and the cost of supplies and equipment for $69,000.

Funding Source: Fleet CIP Fund (375) Reserves for $212,500 and Fleet Fund (520) Reserves for $69,000.

Project Status: As of February 2026, the 2004 F550 Brush Truck is being outfitted.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2023	09/2026
Total Schedule	10/2023	09/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$281,500
Revision	2023-24	$0
Total		$281,500

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	0	0	0	0	$0
Federal/State Grants					
Reserves	281,500	0	0	0	$281,500
Sales Tax					
Other					
Total Funding	$281,500	$0	$0	$0	$281,500

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	281,500	0	0	0	$281,500
Total Costs	$281,500	$0	$0	$0	$281,500

Operating Impact

Fleet Annual Maintenance

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$3,000	$3,000	$0	$0	$0	$6,000
Total Operating Impact	$3,000	$3,000	$0	$0	$0	$6,000

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Disaster Recovery Datacenter Refresh	IT2610

Project Description

This project upgrades the City's disaster recovery (DR) environment by replacing outdated and unsupported equipment and implementing a more sustainable and cost-effective platform to support critical systems. The improvements will modernize the City's backup data center and significantly reduce the time required to restore services in the event of an outage.

Project Justification

The City's DR data center requires modernization due to its reliance on outdated and unsupported hardware, which increases the risk of failure and limits the City's ability to restore essential services during an outage. Under the current environment, system recovery could take several days, impacting service continuity.

This project replaces aging infrastructure with a more cost-effective and supportable solution that improves system performance and reliability. The upgraded environment is expected to significantly reduce recovery time from days to hours, strengthening the City's disaster recovery capabilities and overall operational resilience.

Funding Source: $719,000 from the General Fund (100) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2026	02/2027
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2026	02/2027
Total Schedule	10/2026	02/2027

History	Fiscal Year	Amount
Revision	2025-26	$719,000
Total		$719,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	719,000	0	0	0	$719,000
Sales Tax					
Other					
Total Funding	$719,000	$0	$0	$0	$719,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	111,000	0	0	0	$111,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	608,000	0	0	0	$608,000
Total Costs	$719,000	$0	$0	$0	$719,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Enterprise Computer System Replacement	IT1701

Project Description

This project is for the purchase and replacement of the current enterprise computer system serving the city of North Richland Hills.

Project Justification

The City of North Richland Hills currently has the Superion Public Sector enterprise resource planning system. Modules currently in use are those related to accounting/finance, purchasing, budget, utility billing, building permits, fleet management and licenses. The City has utilized Superion since 1998. Both business and technology needs have changed dramatically since implementation of Superion. With a new system costs should be reduced, it will improve decision making by providing easier access to information, improve customer service both internally and externally, improve efficiency and effectiveness of business operations and improve accountability.

Project Status Update: Project is currently underway in year 2 of 3 for the implementation of the new ERP system. Project is anticipated to be completed by 2023.

Funding Sources: Information Technology Fund (530) Reserves for $343,980, Certificates of Obligation for $2,905,000, General Capital Project Fund (340) Reserves $204,448. Project Savings for $232,581, and Information Technology Capital Project Fund (380) for $129,466.

Project Schedule	Beginning Date	Ending Date
Professional Services	02/2018	12/2026
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2018	12/2026
Total Schedule	02/2018	12/2026

History	Fiscal Year	Amount
Adopted Budget	2016-17	$95,000
Adopted Budget	2018-19	$2,905,000
Revision	2018-19	$173,980
Revision	2019-20	$500,448
Revision	2022-23	$8,099
Revision	2023-24	$3,482

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	2,905,000	0	0	0	$2,905,000
Federal/State Grants					
Reserves	910,475	0	0	0	$910,475
Sales Tax					
Other					
Total Funding	$3,815,475	$0	$0	$0	$3,815,475

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	596,202	0	0	0	$596,202
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	3,219,273	0	0	0	$3,219,273
Total Costs	$3,815,475	$0	$0	$0	$3,815,475

Operating Impact

Operating impact will be determined at a future date when new system is implemented.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	GIS Infrastructure Data Update	IT2306

Project Description

Project to contract with GIS consultant to provide complete, quality-checked GIS datasets for the City's water, sanitary sewer, and storm drain assets. The consultant will inventory, validate, and input accurate and complete data into the City's utilities GIS enterprise database. Quality controls will be outlined for the vendor to ensure data accuracy. The inventory process will include consulting with City staff as needed, comparison with project datasheets, as-builts, and any needed assessments of assets in the field.

Project Justification

As the City infrastructure has continued to grow (yearly maintenance and new projects), there will be a constant need to maintain a high degree of accuracy in its GIS utility infrastructure data. A project similar in scope and expectations to the one proposed here was completed in 2004. The 2004 project was successful but did not address removing or correcting older data. Meanwhile, the workload and usage of GIS data has continued to grow exponentially. This project is a total and complete assessment of the City's infrastructure. Infrastructure data is a critical asset. It is used daily by the Public Works Department and will be included in the correct performance of Tyler's EAM (Enterprise Asset Manager). It is used to facilitate state and federal reporting (NPDES/TPDES-SWNP and GASB-34). Additionally, any plans involving securing the City's infrastructure must have reliable and accurate data to work from. The present GIS database is significantly outdated. The rate of new infrastructure development and existing infrastructure replacement and rehabilitation has far outpaced the rate of system updates by current staff, leaving an increasing deficiency of accurate GIS data. This project is critical to meet the requirements for current data as expected by City residents, contractor/consultants, other governmental utility districts, City management, Public Safety, and Public Works staff.

Funding Source: $166,648 from ARPA Grant Funds and $33,352 from IT Capital Projects Fund (380) Reserves.

Status update: This project is expected to be completed by September 2026.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2022	09/2026
Total Schedule	10/2022	09/2026

History	Fiscal Year	Amount
Adopted Budget	2022-23	$200,000
Revision	2025-26	$0
Total		$200,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	166,648	0	0	0	$166,648
Reserves	33,352	0	0	0	$33,352
Sales Tax					
Other					
Total Funding	$200,000	$0	$0	$0	$200,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	200,000	0	0	0	$200,000
Total Costs	$200,000	$0	$0	$0	$200,000

Operating Impact

Annual Contract for data validation

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$50,000	$0	$0	$0	$0	$50,000
Total Operating Impact	$50,000	$0	$0	$0	$0	$50,000

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Maintenance and/or Replacement of PLC Door Control Software	IT2505

Project Description

Currently, doors within the Detention Facility that are secured/controlled by electronically activated locks are managed/controlled by the Programmable Logic Controller (PLC) system. This system controls several other key doors throughout City Hall and provides operators with the means of remotely deactivating the lock so entry can be granted. Video capabilities are included such that the operator can identify who is at a door requesting access.

Project Justification

To comply with best practices, routine maintenance and life cycle evaluation is required for the PLC system. This will ensure that infrastructure and systems are kept up to date with the latest security standards.

Funding Source: $550,000 from General Fund (100) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2024	08/2026
Total Schedule	10/2024	08/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$550,000
Total		$550,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	550,000	0	0	0	$550,000
Sales Tax					
Other					
Total Funding	$550,000	$0	$0	$0	$550,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	550,000	0	0	0	$550,000
Total Costs	$550,000	$0	$0	$0	$550,000

Operating Impact

Annual Maintenance Fee

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$50,000	$50,000	$50,000	$0	$0	$150,000
Total Operating Impact	$50,000	$50,000	$50,000	$0	$0	$150,000

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Communications	Meeting Broadcast Equipment Replacement	IT2512

Project Description

This item would replace PEG funded equipment used for broadcasting and replaying public meetings on the city's government access channel and website. The original equipment was installed in 2016 and some of the components were updated in 2021 due to failures and maintenance issues. The city continues to experience maintenance and support concerns. This project will replace cameras in both the Council Chamber and Workroom as well as control equipment and encoders used to record and broadcast meetings.

Project Justification

NRH provides the live broadcast of regular City Council meetings both online and on cable tv. A meeting video archive is also maintained online as required by state law. Replacement of the current broadcast system would ensure the city continues to provide quality broadcasts without interuptions or delays.

Funding Source: $177,886 from PEG Fund (165) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2024	09/2026
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$177,886
Total		$177,886

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	177,886	0	0	0	$177,886
Sales Tax					
Other					
Total Funding	$177,886	$0	$0	$0	$177,886

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	177,886	0	0	0	$177,886
Total Costs	$177,886	$0	$0	$0	$177,886

Operating Impact

NA

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Network Refresh	IT2405

Project Description

This is to refresh the network hardware in all ten IT closets. The hardware in these closets connect phones, computers, printers and any other network capable device that attaches to the City's network.

Project Justification

The current network equipment was purchased in 2015 when City Hall was being built. The equipment has exceed its recommended life cycle. Cisco Engineering stopped releasing software maintenance releases and bug fixes in October 2021 and no longer develops, repairs, maintains, or tests the product software.

Funding source is Infrastructure Reserve Fund (341) Reserves for $1,300,000.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2023	12/2026
Total Schedule	10/2023	12/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$1,300,000
Revision	2023-24	$0
Total		$1,300,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	0	0	0	0	$0
Federal/State Grants					
Reserves	1,300,000	0	0	0	$1,300,000
Sales Tax					
Other					
Total Funding	$1,300,000	$0	$0	$0	$1,300,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	1,300,000	0	0	0	$1,300,000
Total Costs	$1,300,000	$0	$0	$0	$1,300,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	NRH Centre Club Management Software	IT2404

Project Description

This request is for the update of the NRH Centre Club Management Software. Currently the only known hardware updates would be the addition of three (3) iPads. NRH Centre will look to upgrade to a system with more flexibility that features a more robust and end user friendly interface, specifically app based. The expectation is that software would be web based to give staff the ability to utilize the majority of existing hardware, but the Information Technology department would expect some peripherals will need to be upgraded.

Project Justification

This request is for the update of the NRH Centre Club Management Software. Currently the only known hardware updates would be the addition of three (3) iPads. NRH Centre will look to upgrade to a system with more flexibility that features a more robust and end user friendly interface, specifically app based. The expectation is that software would be web based to give staff the ability to utilize the majority of existing hardware, but the Information Technology department would expect some peripherals will need to be upgraded.

Funding sources is NRH Centre Fund (126) Reserves for $180,000.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2023	04/2026
Total Schedule	10/2023	04/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$180,000
Total		$180,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	180,000	0	0	0	$180,000
Sales Tax					
Other					
Total Funding	$180,000	$0	$0	$0	$180,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	180,000	0	0	0	$180,000
Total Costs	$180,000	$0	$0	$0	$180,000

Operating Impact

Annual Maintenance Fee

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$30,000	$30,000	$0	$0	$0	$60,000
Total Operating Impact	$30,000	$30,000	$0	$0	$0	$60,000

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	NRH2O Wi-Fi Improvements	IT2409

Project Description

This project consists of costs for the replacement/upgrade of existing Wi-Fi equipment at the water park as well as the installation of additional Wi-Fi equipment in order to meet ongoing needs of the facility as identified by an independent consultant retained by the IT department. Additional costs may be incurred by electrical and support equipment needs.

Project Justification

In the fall of 2021, the city IT department hired an independent consultant to complete a survey of the Wi-Fi system currently in use at NRH2O. This survey looked at the current strength, reach and configuration of the existing Wi-Fi services and identified areas of improvement and opportunity both inside facilities and the exterior guest areas throughout the park. The analysis provided insight into the weak areas of the park and the potential improvements needed throughout the site to continue moving the park forward in order to improve coverage as well as maximize the new Point of Sale system that will be implemented in FY23.
The project will improve many areas of the park, including;
1. Guest access to Wi-Fi throughout the park, particularly in areas that are currently weak or underserved, resulting in improved guest satisfaction. 2. The increased Wi-Fi coverage throughout the facility will allow park staff to maximize the full potential of the new Point of Sale system, resulting in an increased length of stay for water park guests as well as increased overall revenue generation through ease of access. 3. As the park continues to move towards a totally cashless model, increased Wi-Fi capability is needed and will ultimately result in a significant savings for the park in the areas of labor, liability and an overall lower chance of potential theft. 4. The current water park camera system has contributed in taking up capacity on the existing Wi-Fi system, an improved and expanded Wi-Fi system will allow for greater use throughout the park by guests as well as allow staff to continue to add cameras in the future in order to maintain and improve overall guest safety as well as the security of the premises during the off hours of the park.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2023	05/2026
Other		
Total Schedule	10/2023	05/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$175,000
Total		$175,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax	175,000	0	0	0	$175,000
Other					
Total Funding	$175,000	$0	$0	$0	$175,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	175,000	0	0	0	$175,000
Other					
Total Costs	$175,000	$0	$0	$0	$175,000

Operating Impact

Improved guest service, increased revenue generation, improved security for facility and reduced expenses, overall impact TBD

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Remote Site Network Refresh	IT2602

Project Description

The network switch refresh project involves upgrading the existing network infrastructure by replacing aging switches with newer, high-performance models at remote city facilities. This initiative is aimed at improving network speed, reliability, security, and scalability to support the growing needs of NRH. The refresh will encompass network devices at NRH2O, Richland Tennis Center, Fire stations 1,4, & 5, Offsite records retention.

Project Justification

This project encompasses all costs associated with engineering, design, hardware staging, data migration, installation, site configuration, project management, training and knowledge transfer to City staff. This project includes equipment for the NRH2O(5), Richland Tennis Center(1), Fire stations 1(1),4(1), 5(2), Offsite records retention(1). The system design of this project positions the City to meet the demands of continued changes and expansion of technology.

Funding Sources: $150,000 from the IT Capital Projects Fund (380) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2026
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$150,000
Total		$150,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves					
Sales Tax					
Other	150,000	0	0	0	$150,000
Total Funding	$150,000	$0	$0	$0	$150,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	150,000	0	0	0	$150,000
Total Costs	$150,000	$0	$0	$0	$150,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fire	Replace Fire Station Alerting System at Fire Station 1	IT2601

Project Description

This project will upgrade the current fire station alerting systems at Fire Station 1 to a new Station Alerting System. The new system will provide reliable, loud alerting to Fire Station 1 when emergencies occur to ensure fast response times. The current system in use is over 10 years old and reaching end-of-life. It utilizes older technology that is becoming increasingly difficult to maintain. The system has experienced periodic failures that result in no alerts or delayed alerts to fire crews. This puts property and lives at risk due to slower emergency response times. The budget estimate for this project is $125,000 to upgrade this station alerting system.

Project Justification

The new Station Alerting System utilizes the latest technologies for reliable, redundant alerting capabilities. By upgrading to the new system, Fire Stations 1 will get fast, redundant alerts when 911 calls come in. This supports the strategic goal of maintaining excellent emergency response times to protect the NRH community. Funding will cover new alerting equipment, installation services, warranties, and training. Upgrading this critical systems will protect system reliability and public safety in NRH.

Funding Source: $125,000 from the Infrastructure Reserve Fund (341).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2026
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$125,000
Total		$125,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	125,000	0	0	0	$125,000
Sales Tax					
Other					
Total Funding	$125,000	$0	$0	$0	$125,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	125,000	0	0	0	$125,000
Total Costs	$125,000	$0	$0	$0	$125,000

Operating Impact

Annual costs.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$13,000	$13,000	$13,000	$13,000	$0	$52,000
Total Operating Impact	$13,000	$13,000	$13,000	$13,000	$0	$52,000

Replacement Ambulance for Unit 9001





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement Ambulance for Unit 9001	FS2501

Project Description

This is a scheduled replacement for Medic unit 9001, a 2016 Frazer ambulance. This unit is due for replacement and will be moved into reserve status as outlined in the department's scheduled replacement plan. The replacement will be a Ford 550 chassis with a Frazer ambulance module. The estimated cost for this unit is as follows:

Vehicle Replacement Cost: $466,560
Fire Department Make Ready: $10,065 to purchase the loose equipment and tools to put the ambulance in service.
Fleet Make Ready: $2,500.

Project Justification

The fire department maintains six ambulances, four in front line service and two in reserve. Due to the high use of these vehicles they are set to a seven year revolving replacement schedule that allows for units to serve front line for four years and reserve for three years which maintains the operational readiness of the ambulance fleet. This unit is the scheduled replacement for year two of the current seven year replacement cycle.

Funding Source: $479,125 from Fleet Capital Projects Fund (375) Reserves.

Project Status: As of February 2026, the city is waiting for delivery.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2024	09/2026
Total Schedule	10/2024	09/2026

History	Fiscal Year	Amount
Adopted Budget	2024-25	$479,125
Total		$479,125

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	479,125	0	0	0	$479,125
Sales Tax					
Other					
Total Funding	$479,125	$0	$0	$0	$479,125

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	479,125	0	0	0	$479,125
Total Costs	$479,125	$0	$0	$0	$479,125

Operating Impact

Routine maintenace.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$5,000	$7,500	$1,000	$0	$0	$13,500
Total Operating Impact	$5,000	$7,500	$1,000	$0	$0	$13,500

Replacement of International Dump Truck (#487)





Exact brand and model are to be determined. This project will replace the current unit with a similar dump truck.

NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of International Dump Truck (#487)	FS2601

Project Description

Replacing a 2012 International dump truck with a similar dump truck.

Project Justification

This dump truck is used by the Public Works Construction crew. This is the division's sole dump truck. This dump truck hauls materials such as dirt, sand, and rock to and from construction jobs for water and sewer installations throughout the City. This replacement meets the City's vehicle replacement plan.

Funding Source: $190,000 from Utility Capital Project Fund (412) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2027
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$190,000
Total		$190,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	190,000	0	0	0	$190,000
Sales Tax					
Other					
Total Funding	$190,000	$0	$0	$0	$190,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	190,000	0	0	0	$190,000
Total Costs	$190,000	$0	$0	$0	$190,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of International Dump Truck (#6636)





Exact brand and model are to be determined. This project will replace the current unit with a similar dump truck.

NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of International Dump Truck (#6636)	FS2602

Project Description

Replacing a 2012 International dump truck with a similar dump truck.

Project Justification

This dump truck is used by the Public Works Street Department. This unit is one of ten total dump trucks that the Street Division uses on a daily basis. This unit is used to haul materials such as asphalt, concrete, dirt, and rocks to and from street job activities. This replacement meets the City's vehicle replacement plan.

Funding Source: $190,000 from a transfer from the Fleet Operating Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2027
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$190,000
Total		$190,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	190,000	0	0	0	$190,000
Sales Tax					
Other					
Total Funding	$190,000	$0	$0	$0	$190,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	190,000	0	0	0	$190,000
Total Costs	$190,000	$0	$0	$0	$190,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Replacement of International Dump Truck (#6637)





Exact brand and model are to be determined. This project will replace the current unit with a similar dump truck.

NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Replacement of International Dump Truck (#6637)	FS2603

Project Description

Replacing a 2012 International dump truck with a similar dump truck.

Project Justification

This dump truck is used by the Public Works Street Department. This unit is one of ten total dump trucks that the Street Division uses on a daily basis. This unit is used to haul materials such as asphalt, concrete, dirt, and rocks to and from street job activities. This replacement meets the City's vehicle replacement plan.

Funding Source: $190,000 from a transfer from the Fleet Operating Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2027
Total Schedule	10/2025	09/2027

History	Fiscal Year	Amount
Adopted Budget	2025-26	$190,000
Total		$190,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	190,000	0	0	0	$190,000
Sales Tax					
Other					
Total Funding	$190,000	$0	$0	$0	$190,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	190,000	0	0	0	$190,000
Total Costs	$190,000	$0	$0	$0	$190,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	SCADA System Upgrade	IT2205

Project Description

Install an upgraded server that supports the SCADA System in a server class environment with proper power and redundancy.

Project Justification

During the winter storm in 2021 there was a power outage at a city facility where the current SCADA server is located. Moving this and upgrading to new hardware to another location with backup power and network redundancy will improve the system reliability.

Funding sources are comprised of $15,104 from ARPA Funds, $51,690 from IT Capital Fund (380) Reserves and $2,126 from Infrastructure Reserve Fund (341) Reserves.

Status update: This project is expected to be completed by May 2026.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	06/2022	05/2026
Total Schedule	06/2022	05/2026

History	Fiscal Year	Amount
Revision	2021-22	$60,000
Revision	2023-24	$6,794
Revision	2024-25	$2,126
Revision	2025-26	$0
Total		$68,920

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	15,104	0	0	0	$15,104
Reserves	53,816	0	0	0	$53,816
Sales Tax					
Other					
Total Funding	$68,920	$0	$0	$0	$68,920

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	68,920	0	0	0	$68,920
Total Costs	$68,920	$0	$0	$0	$68,920

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0


NORTH RICHLAND HILLS
NRH
1953
TEXAS

Scheduled Replacement for Fire Pumper Unit 975





NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fleet Services	Scheduled Replacement for Fire Pumper Unit 975	FS2502

Project Description

This is a scheduled replacement for unit 975 which is a KME fire pumper currently used as a reserve engine. This unit will be a replacement pumper with a 1500 gallon-per-minute fire pump and a 750 gallon water tank. Current estimated replacement cost for the apparatus is as follows:

Vehicle Cost Estimate: $1,180,000.
Fire Department Make Ready: $93,047 which includes all the loose equipment and mounts or hardware needed.
Fleet Make Ready: $2,500.

Project Justification

The current service life for a fire pumper is 16 years, and Unit 975 is near its service life. This replacement unit will require an estimated 600 days to produce and will be delivered in 2026. Replacing this unit will allow for a response ready fire fleet with the necessary sustainable reserve apparatus to ensure that emergency operations continue without interruption.

Funding Source: $1,180,000 from General Capital Projects Fund (340) and $95,547 from Fleet Capital Projects Fund (375) Reserves.

Project Status: As of February 2026, the city is waiting for delivery.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2024	09/2027
Total Schedule	10/2024	09/2027

History	Fiscal Year	Amount
Adopted Budget	2024-25	$1,275,547
Total		$1,275,547

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	1,275,547	0	0	0	$1,275,547
Sales Tax					
Other					
Total Funding	$1,275,547	$0	$0	$0	$1,275,547

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	1,275,547	0	0	0	$1,275,547
Total Costs	$1,275,547	$0	$0	$0	$1,275,547

Operating Impact

Routine maintenance costs.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$9,500	$16,500	$23,500	$0	$0	$49,500
Total Operating Impact	$9,500	$16,500	$23,500	$0	$0	$49,500

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Security Camera and Access Control Upgrade and Additions	IT2206

Project Description

Upgrade surveillance camera and access control systems at all City facilities still using legacy systems and install access control and surveillance cameras at the fire stations and training facility. This also includes adding panic buttons at key locations throughout city facilities.

Project Justification

There is currently minimal security at all five fire stations. This project will add security to those facilities to be more in line with other City facilities' security. The NRH Centre, Library, Records Storage, Public Safety Training Center and Facilities and Construction buildings are using legacy access control and/or security cameras. This project will upgrade those systems to the standardized security systems used in all other City buildings. This will eliminate the need for staff to carry two different access badges. It will eliminate managing and maintain four different security systems (currently use 2 access control systems and 2 surveillance camera systems). This project will provide enhanced security organization wide.

Funding source: $380,000 from Infrastructure Reserve Fund (341) Reserves and $300,000 from Information Technology Fund (530) Reserves.

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	06/2023	12/2026
Total Schedule	06/2023	12/2026

History	Fiscal Year	Amount
Revision	2021-22	$340,000
Revision	2022-23	$40,000
Adopted Budget	2024-25	$300,000
Total		$680,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants	0	0	0	0	$0
Reserves	680,000	0	0	0	$680,000
Sales Tax					
Other					
Total Funding	$680,000	$0	$0	$0	$680,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	680,000	0	0	0	$680,000
Total Costs	$680,000	$0	$0	$0	$680,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Information Services	Technology Upgrades	IT2410

Project Description

City Hall's Distributed Antenna System (DAS) boosts cell phone signals inside City Hall and boosts radio communication in the jail. The manufacturer of the City's current DAS has decided to stop product support so the DAS hardware is now End of Life.

Wireless access points connect devices to the network and Internet via Wi-Fi. Upgrading this equipment increases the speed of the wireless network and provides more security.

The Storage Array upgrade is an increase in the Primary storage and DR storage used to house all City data.

Project Justification

With the City's DAS no longer being supported by the manufacturer, replacement parts are not available to make repairs. Without DAS, jail radios do not work and cell phone coverage diminishes. There are DAS systems on the market that are still in production and can be selected from as a replacement for the City's current DAS that is no longer supported.

The wireless access points and controller in City Hall need to be upgraded. The age of the controller at City Hall makes it impossible to upgrade the other facilities because the current controller is no longer compatible with the newer wireless access points that need to be installed. They will not work with our current setup. The current system is no longer supported by Cisco unless it is upgraded.

The current storage array is at 75% utilization. The Information Technology Department is moving more data to this storage as older systems are refreshed and virtualized. The storage array located at DR would need to be increased as well to accommodate the replicated data from the primary storage to DR.

Funding source is $120,000 from Certificates of Obligation from IT1901, $1,180,000 from Infrastructure Reserve Fund (341) Reserves, and $5,905 in Reserves from IT1901.

Project Schedule	Beginning Date	Ending Date
Professional Services	10/2023	12/2026
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other		
Total Schedule	10/2023	12/2026

History	Fiscal Year	Amount
Adopted Budget	2023-24	$1,180,000
Revision	2023-24	$125,905
Total		$1,305,905

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation	120,000	0	0	0	$120,000
Federal/State Grants					
Reserves	1,185,905	0	0	0	$1,185,905
Sales Tax					
Other					
Total Funding	$1,305,905	$0	$0	$0	$1,305,905

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	1,305,905	0	0	0	$1,305,905
Total Costs	$1,305,905	$0	$0	$0	$1,305,905

Operating Impact

Not applicable.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Victim Assistance and Rehab Unit



This is not a vehicle replacement. This vehicle purchase is an expansion of the vehicle fleet.

NRH

Major Capital Equipment Capital Projects

Department	Project Title	Project Number
Fire	Victim Assistance and Rehab Unit	FS2606

Project Description

This project is to fund a Fire Department Victim Assistance and Rehab Unit. The vehicle is a Ford F-450 cab with a 14' environmentally controlled enclosed box on rear that can seats up to 6 people around a small table. Additionally, it provides for minimum amenities including a 9 cubic foot refrigerator, microwave and coffee maker. Ample storage cabinets are also available as well as limited cabinet space and exterior storage space.

Project Justification

Currently, the Fire Department does not have a dedicated vehicle to serve the needs of victims of significant incidents. With the addition of this unit, the Fire Department can provide residents an area of refuge from incidents and the elements, provide a controlled environment to assist with securing lodging, communicating with insurance, and interacting with the Fire Marshall's office. Also, it will give Business owners a dedicated area to contact insurance, employees, vendors, and customers and a space to interact with City officials including the Fire Marshall's office, a building official or health inspector. Beyond victim support, the vehicle will serve as the Fire Department's primary rehab unit, supporting NFPA 1584 Standards on Rehabilitation to include medical monitoring, temperature regulation, hydration and caloric intake. If funded, this vehicle will expand the Fire Department's capacity to serve the citizens, business owners and visitors in their moment of need and strengthen our ability to take care of people, not just their property. Although the department is more than capable of handling emergencies, expanding capacity to serve citizens and business owners on what is frequently described as their "worst day" is a priority.

Funding Source: $330,000 from a transfer from the Fleet Operating Fund (520) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction		
Other	10/2025	09/2026
Total Schedule	10/2025	09/2026

History	Fiscal Year	Amount
Adopted Budget	2025-26	$330,000
Total		$330,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	330,000	0	0	0	$330,000
Sales Tax					
Other					
Total Funding	$330,000	$0	$0	$0	$330,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other	330,000	0	0	0	$330,000
Total Costs	$330,000	$0	$0	$0	$330,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Schedule 8
Economic Development Capital Projects
Budget Summary

		Project To Date	FY 2027 Proposed	FY 2028 Estimated	FY 2029 To Completion	Total
Project Costs						
Continuing Projects						
ED0801	Business Improvement and Growth (BIG) Program	390,291	0	0	0	$ 390,291
ED2301	Davis Boulevard Revitalization	250,000	0	0	0	$ 250,000
Total Continuing Projects		**$ 640,291**	**$ 0**	**$ 0**	**$ 0**	**$ 640,291**
Total Project Costs		**$ 640,291**	**$ 0**	**$ 0**	**$ 0**	**$ 640,291**
Funding Sources						
Reserves		640,291	0	0	0	$ 640,291
Total Sources of Funds		**$ 640,291**	**$ 0**	**$ 0**	**$ 0**	**$ 640,291**

Economic Development Capital Projects

Department	Project Title	Project Number
Economic Development	Business Improvement and Growth (BIG) Program	ED0801

Project Description

Adopted in 2009, the Business Improvement and Growth (BIG) Program capital project facilitates the revitalization of aging commercial property along the Rufe Snow Drive, Davis Boulevard and Boulevard 26 corridors south of Mid Cities Boulevard in addition to Glenview Drive and Bedford-Euless Road. The program is designed to improve the exterior, functionality, visibility and value of a commercial building, and is not designed to subsidize corrections to code violations. The program supports exterior property and conforming sign improvements using non-operational Gas Development reserve funds as a matching grant (25% up to $20,000 for exterior improvements, 50% up to $5,000 for monument signage).

Project Justification

As of FY25, the program partnered with 31 business participants with $344,682 in matching grants to facilitate $5.7 million in private investment, an 16.5 to 1 return. Approximately $50,000 currently remains as redevelopment and revitalization remains a Council goal.

Funding Source: $350,000 from Gas Development Fund (145) Reserves and $40,291 from Economic Development Capital Projects Fund (140) Reserves

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2007	09/2028
Other		
Total Schedule	10/2007	09/2028

History	Fiscal Year	Amount
Adopted Budget	2007-08	$100,000
Revision	2009-10	$100,000
Adopted Budget	2013-14	$50,000
Adopted Budget	2017-18	$100,000
Revision	2024-25	$40,291
Total		$390,291

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	390,291	0	0	0	$390,291
Sales Tax					
Other					
Total Funding	$390,291	$0	$0	$0	$390,291

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services					
Engineering/Design					
Land/ROW Acquisition					
Construction	390,291	0	0	0	$390,291
Other					
Total Costs	$390,291	$0	$0	$0	$390,291

Operating Impact

No additional operating impact is anticipated.

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Economic Development Capital Projects

Department	Project Title	Project Number
Economic Development	Davis Boulevard Revitalization	ED2301

Project Description

This project is to support the revitalization of Davis Boulevard from Mid-Cities to Glenview. Called "NRH EZ Streets Empowerment Zone", the program was approved by City Council on October 9, 2023 and launched on January 3, 2024. The program offers benefits to certified projects within the Empowerment Zone, including: 1) expedited review of plans, permitting and inspections, 2) city fee discounts or waivers including plan review, inspections, permits, etc. and 3) consideration of variances to development code in order to accommodate case-by-case property nuances. A fourth benefit is customized grants to assist with building renovations and property improvements that is funded through this project.

Project Justification

As the City of North Richland Hills matures, strategic planning along with incentives to spur redevelopment efforts may be necessary. The zone represents an important part of the city as both boulevards (Davis and SH 26) accommodate over 30,000 cars per day and contain a considerable amount of business activity. This area was a catalyst for city growth in the 1970s and 80s, but has now matured. In this zone, the city recognizes that in order to meet today's business needs while attracting customers, these properties need to overcome physical, functional and visual obstacles to be able to compete with newer properties, newer parts of town and newer parts of the region. One size does not fit all, each property and business in this zone requires a unique and customized plan in order to be viable, competitive and successful. This project will help to facilitate partnerships along the Davis Blvd corridor.

Funding Source: $250,000 from Gas Development Fund (145).

Project Schedule	Beginning Date	Ending Date
Professional Services		
Engineering/Design		
Land/ROW Acquisition		
Construction	10/2022	09/2028
Other		
Total Schedule	10/2022	09/2028

History	Fiscal Year	Amount
Adopted Budget	2022-23	$250,000
Total		$250,000

Sources of Funds	Appr. To Date	FY 2027 Budget	FY 2028 Estimate	FY 2029-Completion	Total Funding
General Obligation Bonds					
Certificates of Obligation					
Federal/State Grants					
Reserves	250,000	0	0	0	$250,000
Sales Tax					
Other					
Total Funding	$250,000	$0	$0	$0	$250,000

Project Costs	Appr. To Date	FY 2027 Budget	FY 2028Estimate	FY 2029-Completion	Total Cost
Professional Services	250,000	0	0	0	$250,000
Engineering/Design					
Land/ROW Acquisition					
Construction					
Other					
Total Costs	$250,000	$0	$0	$0	$250,000

Operating Impact

N/A

Fiscal Year	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total Impact
Amount	$0	$0	$0	$0	$0	$0
Total Operating Impact	$0	$0	$0	$0	$0	$0

Schedule 9
FY 2026 Budget Revisions
Budget Summary

Project Number	Project Name	Adopted Through FY 2026	Budget Revision FY 2026	FY 2026 Revised Budget
STREET & SIDEWALK CAPITAL PROJECTS				
ST2117	Iron Horse Boulevard West Reconstruction	$4,780,000	($2,155,601)	$2,624,399
ST2412	2020 Bond Program Major Street Fund Project	863,265	2,067,830	$2,931,095
ST2303	Pedestrian Connectivity Enhancements	175,000	104,000	$279,000
ST2211	Lariat Trail	3,362,800	(554,611)	$2,808,189
ST2401	North Richland Boulevard	4,085,000	473,522	$4,558,522
SM2301	Preventive Street Maintenance Funding (2022-23)	2,000,000	(554)	$1,999,446
SM2501	Preventive Street Maintenance (2024-25)	4,000,000	304,602	$4,304,602
ST2111	Bedford Euless Road Reconstruction	4,840,000	(143,538)	$4,696,462
CDBG23	Sao Paulo Court Reconstruction	31,057	(2,457)	$28,600
CDBG26	David Court (CDBG)	55,715	42,274	$97,989
ST2219	Crystal Lane	613,200	(365,679)	$247,521
ST2220	Daniel Drive	577,400	(166,869)	$410,531
ST2214	Kirk Lane	603,800	(29,074)	$574,726
ST2405	Lake Side Circle	1,565,000	(749,334)	$815,666
ST2221	Post Oak Drive	1,060,400	(196,071)	$864,329
ST2217	Sierra Drive	1,003,800	(285,857)	$717,943
ST2216	South Crest Drive	468,800	(301,158)	$167,642
ST2213	Windhaven Road	1,366,800	(1,049,685)	$317,115
ST2215	Wood View Drive	717,200	(160,881)	$556,319
ST2413	2020 Bond Program Residential Street Funding Project	953,868	3,304,608	$4,258,476
ST2402	Ruth Road	800,000	(244,428)	$555,572
ST2218	Harmonson Road	2,726,000	154,886	$2,880,886
ST2101	Iron Horse Boulevard East Reconstruction	6,275,000	(243,157)	$6,031,843
ST2501	Transportation Management Project Equipment (2024-25)	275,505	(275,505)	$0
ST2601	Transportation Management Project Equipment (2025-26)	275,893	534,490	$810,383
ST1102	Main St. Streetscaping & Snider St. Extension Project	2,866,050	541,097	$3,407,147
PW1602	Meadow Lakes Drive & Rufe Snow Drive Intersection	1,065,000	(240,650)	$824,350
ST2404	Chapman Road	5,162,893	240,650	$5,403,543
ST2301	Acts Court Retaining Wall	165,000	(15,899)	$149,101
SM2401	Preventive Street Maintenance (2023-24)	2,000,000	(327,966)	$1,672,034
SD2601	Sidewalk Rehabilitation and Replacement Project (2025-26)	100,000	(31,000)	$69,000
SD2404	Smithfield Middle School Safe Routes to School	779,658	31,000	$810,658
ST2603	Mid-Cities Boulevard Turn Lane Project	0	200,000	$200,000
ST2604	Precinct Line Road Traffic Signal Improvementes	0	175,000	$175,000
ST2605	Colorado Boulevard Gate Installation	0	60,000	$60,000
	Sub-Total	**$55,614,104**	**$693,985**	**$56,308,089**
DRAINAGE CAPITAL PROJECTS				
DR2303	Meadow Lakes BFC-7 Drainage Improvements	$1,012,653	$1,278,752	$2,291,405
DR2102	Concrete Lined Channel Rehabilitation Project	256,814	(63,190)	$193,624
DR2202	Sunnybrook Addition Drainage Improvements	217,260	(3,300)	$213,960
DR2301	Stream LB-1 Bank Restoration	342,457	(23,953)	$318,504
DR2603	CB-1 Concrete Channel Repair	3,000,000	90,443	$3,090,443
DR2401	Miscellaneous Drainage Improvements (FY24)	389,950	(65,382)	$324,568
DR2604	Miscellaneous Drainage Improvements (FY26)	150,000	65,382	$215,382
DR2103	Channel Cleaning / Street Drainage Improvements	70,139	(8,653)	$61,486
DR2404	Channel Cleaning for FY24	100,000	8,653	$108,653
	Sub-Total	**$5,539,273**	**$1,278,752**	**$6,818,025**
UTILITY CAPITAL PROJECTS				
UT0201	Big Fossil Creek Wastewater Outfall	$2,166,888	$0	$2,166,888
UT2206	Big Fossil Intercepter Rehabilitation Project	2,830,486	244,166	$3,074,652
UT2008	Conn Pump Station Pump and Electrical Rehabilitation	2,600,000	(65,690)	$2,534,310
UT2302	Lead and Copper Service Line Assessment	432,400	46,690	$479,090
UT2104	Sewer Manhole Replacement and Rehabilitation Project (2021)	250,000	(172,627)	$77,373
UT2201	Wastewater Manhold Replacement and Rehabilitation Project (2022)	753,327	88,348	$841,675
UT2304	Cellular Meter Reading Project	6,531,719	80,000	$6,611,719
UT2401	Watauga Pump Station Electrical Improvements	180,000	19,000	$199,000
CDBG24	Sheridan/Garwood Sanitary Sewer Project	65,000	(65,000)	$0
UT1404	Motor Operated Transfer Valves	374,903	(30,850)	$344,053
UT2303	Sewer Main Replacement - Lowery Ln	351,165	(144,037)	$207,128
UT2102	Miscellaneous Water/Sewer Main Replacement (2021)	451,568	(4,449)	$447,119
UT2101	Small Water Main Replacements (2021)	462,066	4,449	$466,515
UT2605	Utility Infrastructure Master Plan	0	300,000	$300,000
	Sub-Total	**$17,449,522**	**$300,000**	**$17,749,522**
PARKS & RECREATION CAPITAL PROJECTS				
PK2507	Parks and Recreation Master Plan 2025	$141,389	($1,339)	$140,050
PK2504	Park Infrastructure Maintenance 2025	$220,000	$25,000	$245,000
PK2613	City Entry Sign Replacement	$100,000	$0	$100,000
PK2607	John Barfield Trail Spring Oak Extension	$550,000	$0	$550,000
PK2615	Richland Tennis Center - LED Lighting Conversion	$0	$189,000	$189,000
	Sub-Total	**$1,011,389**	**$212,661**	**$1,224,050**

Schedule 9
FY 2026 Budget Revisions
Budget Summary

Project Number	Project Name	Adopted Through FY 2026	Budget Revision FY 2026	FY 2026 Revised Budget
AQUATIC PARK CAPITAL PROJECTS				
WP2401	NRH20 Kiddie Area Renovation Design and Construction	$510,000	$0	$510,000
WP2602	NRH20 Double Dipper Tower Renovation	$1,150,000	($453,350)	$696,650
WP2305	NRH20 Green Extreme Replacement (Nitro Blast)	$7,629,436	$453,350	$8,082,786
	Sub-Total	**$9,289,436**	**$0**	**$9,289,436**
FACILITIES CAPITAL PROJECTS				
FC2601	Generator at FS #1 Professional Services and Construction	$566,000	$0	$566,000
FC2216	Generator HMGP Grant	$1,150,987	$0	$1,150,987
FC2311	OSRAM Encelium Lighting NRH Centre	$267,150	($9,706)	$257,444
FC2502	City Hall Balcony Engineering, Demolition, Replacement, and Waterproofing	$590,000	($274,000)	$316,000
FC2607	Refurbish (4) UPS's at City Hall Main Data Room	120,000	149,000	$269,000
FC2512	Generator Replacement at Fire Station #4	$653,550	$0	$653,550
FC2520	Generator at FS #5 Professional Services and Construction	$850,000	$0	$850,000
FC2411	NRH Centre Dectron Replacement Engineering and Construction	$1,879,999	$9,706	$1,889,705
FC2516	Public Library Roof Replacement, Building Envelope, and Design	$500,000	$125,000	$625,000
	Sub-Total	**$6,577,686**	**$0**	**$6,577,686**
MAJOR CAPITAL EQUIPMENT CAPITAL PROJECTS				
IT2610	Disaster Recovery Datacenter Refresh	$0	$719,000	$719,000
IT2205	SCADA System Upgrade	68,920	0	$68,920
IT2306	GIS Infrastructure Data Update	200,000	0	$200,000
	Sub-Total	**$268,920**	**$719,000**	**$987,920**
ECONOMIC DEVELOPMENT CAPITAL PROJECTS				
ED2302	Neighborhood Revitalization Program (NRP)	$40,291	($40,291)	$0
ED0801	Business Improvement and Growth (BIG) Program	$350,000	$40,291	$390,291
	Sub-Total	**$0**	**$0**	**$390,291**
	Total All Projects	**$96,140,621**	**$3,204,398**	**$99,345,019**
SOURCES OF FUNDS				
	General Obligation Bonds	$34,902,235	$240,650	$35,142,885
	Certificates of Obligations	23,269,695	(240,650)	23,029,045
	Federal / State Grants	7,913,337	173,943	8,087,280
	Reserves	28,701,435	3,006,794	31,708,229
	Sales Tax	361,389	23,661	385,050
	Other	992,530	0	992,530
	Total Sources of Funds	**$96,140,621**	**$3,204,398**	**$99,345,019**

Street & Sidewalk Capital Projects

Iron Horse Boulevard West Reconstruction

ST2117

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	03/2022		03/2023	
Land/ROW Acquisition				
Construction	07/2023		01/2025	
Other				

REVISION EXPLANATION

ST2117 Iron Horse West Reconstruction is complete. The remaining Bond funds are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$3,584,902	($1,510,504)	$2,074,398	$0	**$2,074,398**
Reserves - Bond Project Savings	550,000	0	550,000	0	**$550,000**
Certificates of Obligation	645,098	0	645,098	0	**$645,098**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$4,780,000**	**($1,510,504)**	**$3,269,496**	**$0**	**$3,269,496**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	609,300	0	609,300	0	**$609,300**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	4,170,700	(1,510,504)	2,660,196	0	**$2,660,196**
Other	0	0	0	0	**$0**
Total	**$4,780,000**	**($1,510,504)**	**$3,269,496**	**$0**	**$3,269,496**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

Iron Horse Boulevard West Reconstruction

ST2117

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	03/2022		03/2023	
Land/ROW Acquisition				
Construction	07/2023		01/2025	
Other				

REVISION EXPLANATION

ST2117 Iron Horse West is complete. We are in the design phase for ST2303 Pedestrian Connectivity, and current estimates show the project is expected to come in over budget.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$2,074,398	$0	$2,074,398	$0	**$2,074,398**
Reserves - Bond Project Savings	550,000	0	550,000	0	**$550,000**
Certificates of Obligation	645,098	(104,000)	541,098	0	**$541,098**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$3,269,496**	**($104,000)**	**$3,165,496**	**$0**	**$3,165,496**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	609,300	0	609,300	0	**$609,300**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	2,660,196	(104,000)	2,556,196	0	**$2,556,196**
Other	0	0	0	0	**$0**
Total	**$3,269,496**	**($104,000)**	**$3,165,496**	**$0**	**$3,165,496**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Street & Sidewalk Capital Projects

ST2117 **Iron Horse Boulevard West Reconstruction**

REVISION EXPLANATION

The remaining funds for ST2117 ($541,097) are requested to be transferred into ST1102. ST2117 is complete and will be closed out after this transfer.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
General Obligation Bonds		$ 2,074,398		**$ 2,074,398**
Reserves	Bond Project Savings	550,000		**$ 550,000**
Certificates of Obligation		541,098	(541,097)	**$ 1**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 3,165,496**	**($ 541,097)**	**$ 2,624,399**
Project Expenditures				
Engineering/Design		$ 609,300	($ 353,650)	**$ 255,650**
Construction		2,556,196	(187,447)	**$ 2,368,749**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 3,165,496**	**($ 541,097)**	**$ 2,624,399**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Street & Sidewalk Capital Projects

2020 Bond Program Major Street Fund Project

ST2412

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	10/2024		09/2025	
Land/ROW Acquisition				
Construction	10/2025		09/2027	
Other				

REVISION EXPLANATION

ST2117 Iron Horse West Reconstruction is complete. The remaining Bond funds are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$863,265	$1,510,504	$2,373,769	$0	**$2,373,769**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$863,265**	**$1,510,504**	**$2,373,769**	**$0**	**$2,373,769**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	250,000	0	250,000	0	**$250,000**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	613,265	1,510,504	2,123,769	0	**$2,123,769**
Other	0	0	0	0	**$0**
Total	**$863,265**	**$1,510,504**	**$2,373,769**	**$0**	**$2,373,769**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

2020 Bond Program Major Street Funding Project

ST2412

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	10/2024		09/2025	
Land/ROW Acquisition				
Construction	10/2025		09/2027	
Other				

REVISION EXPLANATION

ST2111 Bedford Euless Road Project is complete. The remaining funds are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$2,373,769	$143,538	$2,517,307	$0	**$2,517,307**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$2,373,769**	**$143,538**	**$2,517,307**	**$0**	**$2,517,307**
PROJECT EXPENDITURES					
Professional Services	$250,000	$225	$250,225	$0	**$250,225**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	2,123,769	143,313	2,267,082	0	**$2,267,082**
Other	0	0	0	0	**$0**
Total	**$2,373,769**	**$143,538**	**$2,517,307**	**$0**	**$2,517,307**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

2020 Bond Program Major Street Funding Project

ST2412

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	10/2024		09/2025	
Land/ROW Acquisition				
Construction	10/2025		09/2027	
Other				

REVISION EXPLANATION

ST2211 Lariat Trail is complete. The remaining funds are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$2,517,307	$81,089	$2,598,396	$0	**$2,598,396**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$2,517,307**	**$81,089**	**$2,598,396**	**$0**	**$2,598,396**
PROJECT EXPENDITURES					
Professional Services	$250,225	$0	$250,225	$0	**$250,225**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	2,267,082	81,089	2,348,171	0	**$2,348,171**
Other	0	0	0	0	**$0**
Total	**$2,517,307**	**$81,089**	**$2,598,396**	**$0**	**$2,598,396**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Street & Sidewalk Capital Projects

ST2412 **2020 Bond Program Major Street Funding Project**

REVISION EXPLANATION

ST2101 Iron Horse Boulevard East and ST2402 Ruth Road is complete. The remaining funds for ST2101 ($243,157) and ST2402 ($89,542) are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 2,598,396	$ 332,699	**$ 2,931,095**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 2,598,396**	**$ 332,699**	**$ 2,931,095**
Project Expenditures			
Engineering/Design	$ 250,225		**$ 250,225**
Construction	2,348,171	332,699	**$ 2,680,870**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 2,598,396**	**$ 332,699**	**$ 2,931,095**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Street & Sidewalk Capital Projects

Pedestrian Connectivity Enhancements

ST2303

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	01/2023		08/2023	09/2025
Land/ROW Acquisition				
Construction	09/2023	10/2025	09/2024	10/2026
Other				

REVISION EXPLANATION

ST2117 Iron Horse West is complete. We are in the design phase for ST2303 Pedestrian Connectivity, and current estimates show the project is expected to come in over budget.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Reserves (330)	$175,000	$0	$175,000	$0	**$175,000**
Project Savings (ST2117)	0	104,000	104,000	0	**$104,000**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$175,000**	**$104,000**	**$279,000**	**$0**	**$279,000**
PROJECT EXPENDITURES					
Professional Services	$55,650	$0	$55,650	$0	**$55,650**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	119,350	104,000	223,350	0	**$223,350**
Other	0	0	0	0	**$0**
Total	**$175,000**	**$104,000**	**$279,000**	**$0**	**$279,000**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

Lariat Trail

ST2211

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	10/2021		10/2022	
Land/ROW Acquisition				
Construction	10/2023		03/2025	
Other				

REVISION EXPLANATION

Construction pricing for North Richland Blvd (ST2401) has come in over the budgeted amount. We need an additional $473,522.00 to be transferred to North Richland Blvd (ST2401) from Lariat Trail (ST2211).

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$3,362,800	($473,522)	$2,889,278	$0	**$2,889,278**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$3,362,800**	**($473,522)**	**$2,889,278**	**$0**	**$2,889,278**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	300,000	(142,843)	157,157	0	**$157,157**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	3,062,800	(330,679)	2,732,121	0	**$2,732,121**
Other	0	0	0	0	**$0**
Total	**$3,362,800**	**($473,522)**	**$2,889,278**	**$0**	**$2,889,278**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

Lariat Trail

ST2211

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	10/2021		10/2022	
Land/ROW Acquisition				
Construction	10/2023		03/2025	
Other				

REVISION EXPLANATION

ST2211 Lariat Trail is complete. The remaining funds are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$2,889,278	($81,089)	$2,808,189	$0	**$2,808,189**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$2,889,278**	**($81,089)**	**$2,808,189**	**$0**	**$2,808,189**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	157,157	0	157,157	0	**$157,157**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	2,732,121	(81,089)	2,651,032	0	**$2,651,032**
Other	0	0	0	0	**$0**
Total	**$2,889,278**	**($81,089)**	**$2,808,189**	**$0**	**$2,808,189**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

North Richland Boulevard

ST2401

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	12/2023		03/2025	07/2025
Land/ROW Acquisition				
Construction	03/2025	08/2025	10/2026	12/2026
Other				

REVISION EXPLANATION

Construction pricing for North Richland Blvd (ST2401) has come in over the budgeted amount. We need an additional $473,522.00 to be transferred to North Richland Blvd (ST2401) from Lariat Trail (ST2211).

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$4,085,000	$473,522	$4,558,522	$0	**$4,558,522**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$4,085,000**	**$473,522**	**$4,558,522**	**$0**	**$4,558,522**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	500,000	0	500,000	0	**$500,000**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	3,585,000	473,522	4,058,522	0	**$4,058,522**
Other	0	0	0	0	**$0**
Total	**$4,085,000**	**$473,522**	**$4,558,522**	**$0**	**$4,558,522**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

North Richland Boulevard

ST2401

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	12/2023		03/2025	07/2025
Land/ROW Acquisition				
Construction	03/2025	08/2025	10/2026	12/2026
Other				

REVISION EXPLANATION

$149,520 will be transferred from the Engineering/Design Budget over to the Construction Budget to cover the remaining construction contract amount.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$4,558,522	$0	$4,558,522	$0	**$4,558,522**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$4,558,522**	**$0**	**$4,558,522**	**$0**	**$4,558,522**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	500,000	(149,520)	350,480	0	**$350,480**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	4,058,522	149,520	4,208,042	0	**$4,208,042**
Other	0	0	0	0	**$0**
Total	**$4,558,522**	**$0**	**$4,558,522**	**$0**	**$4,558,522**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

Preventive Street Maintenance Funding (2022-23)

SM2301

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering				
Land/ROW Acquisition				
Construction	10/2022		09/2024	
Other				

REVISION EXPLANATION

SM2301 Preventive Street Maintenance (2022-23) is complete. The remaining funds are requested to be transferred to SM2501Preventive Street Maintenance (2024-25).

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Certificates of Obligation	$1,000,000	$0	$1,000,000	$0	**$1,000,000**
General Fund Reserves (100)	1,000,000	(554)	999,446	0	**$999,446**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$2,000,000**	**($554)**	**$1,999,446**	**$0**	**$1,999,446**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	2,000,000	(554)	1,999,446	0	**$1,999,446**
Other	0	0	0	0	**$0**
Total	**$2,000,000**	**($554)**	**$1,999,446**	**$0**	**$1,999,446**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Street & Sidewalk Capital Projects

Preventive Street Maintenance (2024-25)

SM2501

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering				
Land/ROW Acquisition				
Construction	10/2024		09/2025	
Other				

REVISION EXPLANATION

SM2301 Preventive Street Maintenance (2022-23) is complete. The remaining funds are requested to be transferred to SM2501Preventive Street Maintenance (2024-25).

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Certificates of Obligation	$3,000,000	$0	$3,000,000	$0	**$3,000,000**
General Fund Reserves (100)	1,000,000	554	1,000,554	0	**$1,000,554**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$4,000,000**	**$554**	**$4,000,554**	**$0**	**$4,000,554**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	4,000,000	554	4,000,554	0	**$4,000,554**
Other	0	0	0	0	**$0**
Total	**$4,000,000**	**$554**	**$4,000,554**	**$0**	**$4,000,554**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Street & Sidewalk Capital Projects

SM2501 **Preventive Street Maintenance (2024-25)**

REVISION EXPLANATION

$304,048 is to be transferred from SM2401 to SM2501 to reconcile balances. After the transfer is complete, SM2401 will be closed out.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves General Fund (100)	$ 1,000,554	$ 304,048	**$ 1,304,602**
Certificates of Obligation	3,000,000		**$ 3,000,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 4,000,554**	**$ 304,048**	**$ 4,304,602**
Project Expenditures			
Construction	$ 4,000,554	$ 304,048	**$ 4,304,602**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 4,000,554**	**$ 304,048**	**$ 4,304,602**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Street & Sidewalk Capital Projects

Bedford Euless Road Reconstruction

ST2111

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	02/2021		02/2022	
Land/ROW Acquisition				
Construction	03/2022		09/2024	
Other				

REVISION EXPLANATION

ST2111 Bedford Euless Road Project is complete. The remaining funds are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
General Obligation Bonds	$4,400,000	($143,538)	$4,256,462	$0	**$4,256,462**
Utility CIP Reserves (412)	440,000	0	440,000	0	**$440,000**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$4,840,000**	**($143,538)**	**$4,696,462**	**$0**	**$4,696,462**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	402,000	(225)	401,775	0	**$401,775**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	4,438,000	(143,313)	4,294,687	0	**$4,294,687**
Other	0	0	0	0	**$0**
Total	**$4,840,000**	**($143,538)**	**$4,696,462**	**$0**	**$4,696,462**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Street & Sidewalk Capital Projects

CDBG23 **Sao Paulo Court Reconstruction**

REVISION EXPLANATION

Sao Paulo Court Reconstruction (CDBG23) is completed. The remaining funds should be transferred to David Court (CDBG26). CDBG23 will be closed out after this transfer.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	General Capital Reserves (340)	$ 31,057	($ 2,457)	**$ 28,600**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 31,057**	**($ 2,457)**	**$ 28,600**
Project Expenditures				
Construction		$ 31,057	($ 2,457)	**$ 28,600**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 31,057**	**($ 2,457)**	**$ 28,600**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

CDBG26 **David Court (CDBG)**

REVISION EXPLANATION

Sao Paulo Court Reconstruction (CDBG23) is complete. The remaining funds should be transferred to David Court (CDBG26). CDBG23 will be closed out after this transfer.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Street Capital Projects Fund (330)	$ 55,715	$ 0	**$ 55,715**
Reserves	General Capital Projects Fund (340)	0	2,457	**$ 2,457**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 55,715**	**$ 2,457**	**$ 58,172**
Project Expenditures				
Construction		$ 55,715	$ 2,457	**$ 58,172**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 55,715**	**$ 2,457**	**$ 58,172**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision **Street & Sidewalk Capital Projects**

CDBG26 **David Court (CDBG)**

REVISION EXPLANATION

The City's share for CDBG26 is $97,989. To cover the shortfall for construction, we are requesting to transfer funds from ST2301 ($15,899) and SM2401 ($23,918).

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Street Capital Projects Fund (330)	$ 55,715		**$ 55,715**
Reserves	General Capital Projects Fund (340)	2,457	15,899	**$ 18,356**
Reserves	General Fund (100)		23,918	**$ 23,918**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 58,172**	**$ 39,817**	**$ 97,989**
Project Expenditures				
Construction		$ 58,172	$ 39,817	**$ 97,989**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 58,172**	**$ 39,817**	**$ 97,989**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2219 **Crystal Lane**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 613,200	($ 365,679)	**$ 247,521**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 613,200**	**($ 365,679)**	**$ 247,521**
Project Expenditures			
Engineering/Design	$ 15,000	($ 15,000)	**$ 0**
Construction	598,200	(350,679)	**$ 247,521**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 613,200**	**($ 365,679)**	**$ 247,521**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2220 **Daniel Drive**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 577,400	($ 166,869)	**$ 410,531**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 577,400**	**($ 166,869)**	**$ 410,531**
Project Expenditures			
Engineering/Design	$ 15,000	($ 15,000)	**$ 0**
Construction	562,400	(151,869)	**$ 410,531**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 577,400**	**($ 166,869)**	**$ 410,531**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2214 **Kirk Lane**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 603,800	($ 29,074)	**$ 574,726**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 603,800**	**($ 29,074)**	**$ 574,726**
Project Expenditures			
Engineering/Design	$ 15,000	($ 15,000)	**$ 0**
Construction	588,800	(14,074)	**$ 574,726**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 603,800**	**($ 29,074)**	**$ 574,726**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2405 **Lake Side Circle**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 1,565,000	($ 749,334)	**$ 815,666**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,565,000**	**($ 749,334)**	**$ 815,666**
Project Expenditures			
Engineering/Design	$ 20,000	($ 20,000)	**$ 0**
Construction	1,545,000	(729,334)	**$ 815,666**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,565,000**	**($ 749,334)**	**$ 815,666**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2221 **Post Oak Drive**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 1,060,400	($ 196,071)	**$ 864,329**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,060,400**	**($ 196,071)**	**$ 864,329**
Project Expenditures			
Engineering/Design	$ 15,000	($ 15,000)	**$ 0**
Construction	1,045,400	(181,071)	**$ 864,329**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,060,400**	**($ 196,071)**	**$ 864,329**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2217 **Sierra Drive**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 1,003,800	($ 285,857)	**$ 717,943**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,003,800**	**($ 285,857)**	**$ 717,943**
Project Expenditures			
Engineering/Design	$ 15,000	($ 15,000)	**$ 0**
Construction	988,800	(270,857)	**$ 717,943**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,003,800**	**($ 285,857)**	**$ 717,943**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2216 **South Crest Drive**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 468,800	($ 301,158)	**$ 167,642**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 468,800**	**($ 301,158)**	**$ 167,642**
Project Expenditures			
Engineering/Design	$ 15,000	($ 15,000)	**$ 0**
Construction	453,800	(286,158)	**$ 167,642**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 468,800**	**($ 301,158)**	**$ 167,642**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2213 **Windhaven Road**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 1,366,800	($ 1,049,685)	**$ 317,115**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,366,800**	**($ 1,049,685)**	**$ 317,115**
Project Expenditures			
Engineering/Design	$ 177,684	($ 177,684)	**$ 0**
Construction	1,189,116	(872,001)	**$ 317,115**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,366,800**	**($ 1,049,685)**	**$ 317,115**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Street & Sidewalk Capital Projects

ST2215 **Wood View Drive**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 717,200	($ 160,881)	**$ 556,319**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 717,200**	**($ 160,881)**	**$ 556,319**
Project Expenditures			
Engineering/Design	$ 15,000	($ 15,000)	**$ 0**
Construction	702,200	(145,881)	**$ 556,319**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 717,200**	**($ 160,881)**	**$ 556,319**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Street & Sidewalk Capital Projects

ST2413 **2020 Bond Program Residential Street Funding Project**

REVISION EXPLANATION

The residential bond streets are completed, but there are project savings from Crystal Lane (ST2219), Daniel Drive (ST2220), Kirk Lane (ST2214), Lake Side Circle (ST2405), Post Oak Drive (ST2221), Sierra Drive (ST2217), South Crest Drive (ST2216), Windhaven Road (ST2213), and Wood View Drive (ST2215). The remaining funds for the projects listed are requested to be transferred into the 2020 Bond Program Residential Street Funding Project (ST2413), where they can be used to fund additional residential streets identified by the Capital Program Advisory Committee. $3,304,608.00 will be transferred to ST2413.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 953,868	$ 3,304,608	**$ 4,258,476**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 953,868**	**$ 3,304,608**	**$ 4,258,476**
Project Expenditures			
Engineering/Design	$ 50,000		**$ 50,000**
Construction	903,868	3,304,608	**$ 4,208,476**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 953,868**	**$ 3,304,608**	**$ 4,258,476**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2402 **Ruth Road**

REVISION EXPLANATION

$154,886.00 in funding is requested to be transferred from ST2402 Ruth Road to ST2218 Harmonson Road to cover the cost of a construction contract.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 800,000	($ 154,886)	**$ 645,114**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 800,000**	**($ 154,886)**	**$ 645,114**
Project Expenditures			
Engineering/Design	$ 120,000		**$ 120,000**
Construction	680,000	(154,886)	**$ 525,114**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 800,000**	**($ 154,886)**	**$ 645,114**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Street & Sidewalk Capital Projects

ST2402 **Ruth Road**

REVISION EXPLANATION

ST2101 Iron Horse Boulevard East and ST2402 Ruth Road is complete. The remaining funds for ST2101 ($243,157) and ST2402 ($89,542) are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 645,114	($ 89,542)	**$ 555,572**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 645,114**	**($ 89,542)**	**$ 555,572**
Project Expenditures			
Engineering/Design	$ 120,000	($ 47,435)	**$ 72,565**
Construction	525,114	(42,107)	**$ 483,007**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 645,114**	**($ 89,542)**	**$ 555,572**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2218 **Harmonson Road**

REVISION EXPLANATION

$154,886.00 in funding is requested to be transferred from ST2402 Ruth Road to ST2218 Harmonson Road to cover the cost of a construction contract.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design	10/2023		04/2025	10/2025
Land/ROW Acquisition				
Construction	05/2025	02/2026	09/2026	09/2027
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 2,726,000	$ 154,886	**$ 2,880,886**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 2,726,000**	**$ 154,886**	**$ 2,880,886**
Project Expenditures			
Engineering/Design	$ 302,380		**$ 302,380**
Construction	2,423,620	154,886	**$ 2,578,506**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 2,726,000**	**$ 154,886**	**$ 2,880,886**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision **Street & Sidewalk Capital Projects**

ST2101 **Iron Horse Boulevard East Reconstruction**

REVISION EXPLANATION

ST2101 Iron Horse Boulevard East and ST2402 Ruth Road is complete. The remaining funds for ST2101 ($243,157) and ST2402 ($89,542) are requested to be transferred into the 2020 Bond Program Major Street Funding Project (ST2412), where they can be used to fund additional major streets identified by the Capital Program Advisory Committee.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
General Obligation Bonds	$ 1,000,000	($ 243,157)	**$ 756,843**
Certificates of Obligation	1,055,000		**$ 1,055,000**
Federal/State Grants	4,220,000		**$ 4,220,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 6,275,000**	**($ 243,157)**	**$ 6,031,843**
Project Expenditures			
Engineering/Design	$ 332,308	($ 37,746)	**$ 294,562**
Construction	5,942,692	(205,411)	**$ 5,737,281**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 6,275,000**	**($ 243,157)**	**$ 6,031,843**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2501 **Transportation Management Project Equipment (2024-25)**

REVISION EXPLANATION

ST2501 Transportation Management Project Equipment (2024-25) will be combined with ST2601 Transportation Management Project Equipment (2025-26) to support project administration.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Traffic Safety Fund (150)	$ 275,505	($ 275,505)	**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 275,505**	**($ 275,505)**	**$ 0**
Project Expenditures			
Construction	$ 275,505	($ 275,505)	**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 275,505**	**($ 275,505)**	**$ 0**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2601 **Transportation Management Project Equipment (2025-26)**

REVISION EXPLANATION

ST2501 Transportation Management Project Equipment (2024-25) will be combined with ST2601 Transportation Management Project Equipment (2025-26) to support project administration.

PROJECT DESCRIPTION ☐ No Change

This project will continue to build on the Traffic Management Project approved in the 2019-20 CIP budget by upgrading intersections to be compatible with the department's central synchronization software. The new equipment includes installation, controllers, vehicle detection, and communication systems. The plan is to systematically upgrade existing traffic signals until the entire transportation system is connected and complete. The following intersections are scheduled to receive upgrades:

Glenview Drive: Dawn, Chapel Park, and Vance
Holiday Lane: Chapman/Meadow, Liberty Way, Trinidad, Lola Drive
Smithfield Rd: Chapman
Iron Horse Blvd: Browning
North Tarrant Pkwy: Keller-Smithfield, Smithfield
Rufe Snow: Bursey

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Traffic Safety Fund (150)	$ 171,880	$ 275,505	**$ 447,385**
Reserves	Infrastructure Reserve Fund (341)	104,013		**$ 104,013**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 275,893**	**$ 275,505**	**$ 551,398**
Project Expenditures				
Construction		$ 275,893	$ 275,505	**$ 551,398**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 275,893**	**$ 275,505**	**$ 551,398**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2601 **Transportation Management Project Equipment (2025-26)**

REVISION EXPLANATION

This project is being revised to capture the financial contribution from the North Texas Council of Governments (NTCOG) towards the City's intersection infrastructure as well as the additional intersections that will now be subject to upgrades.

PROJECT DESCRIPTION ☐ No Change

This project will continue to build on the Traffic Management Project approved in the 2019-20 CIP budget by upgrading intersections to be compatible with our central synchronization software. The intersections that will receive the upgrade are: North Tarrant Parkway: Smithfield Rd, Keller Smithfield Rd; Rufe Snow: Bursey, Holiday Lane: Chapman/Meadow, Liberty Way, Trinidad Dr, Lola Dr; Iron Horse Blvd: Browning Dr.; Glenview Dr: Vance, Chapel Park, Dawn; Chapman Rd: Smithfield.

The new equipment includes installation, controllers, vehicle detection, and communication systems. The plan is to systematically upgrade existing traffic signals each year until the entire transportation system is connected and complete.

PROJECT JUSTIFICATION ☐ No Change

The continuing goal for the Traffic Division is to provide residents with the safest, most effective, and efficient transportation system. With the implementation of the new central synchronization software the Traffic Divisions goal is to continue to expand the boundaries from our initial project to better serve the residents of North Richland Hills. This system will operate using engineer-designed timing plans and real-time data through the Iteris Vantage Care Program, which is the basis for traffic signal coordination. The software and equipment working in concurrence has the ability to communicate with the Service Center and Traffic Technicians by sending alerts through email or text message of a malfunctioning traffic signal, which will reduce signal malfunction down time and delays to motorist. The program also has the capabilities to collect traffic data, which will be used to support timing plans along these corridors based on actual demand to address traffic flow.

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2025	07/2026	09/2026	03/2027
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Traffic Safety Operating Fund (150)	$ 447,385	$ 51,375	**$ 498,760**
Reserves	Infrastructure Reserve Fund (341)	104,013	(51,375)	**$ 52,638**
Federal/State Grants	North Texas Council of Governments (NTCOG)		258,985	**$ 258,985**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 551,398**	**$ 258,985**	**$ 810,383**
Project Expenditures				
Construction		$ 551,398	$ 258,985	**$ 810,383**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 551,398**	**$ 258,985**	**$ 810,383**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST1102 **Main St. Streetscaping & Snider St. Extension Project**

REVISION EXPLANATION

We are beginning ROW services for this project. $48,350 will be transferred from the construction budget over to the Land/ROW Acquisition budget.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Federal/State Grants	$ 2,223,100		**$ 2,223,100**
Reserves Street Capital Projects Fund (330)	642,950		**$ 642,950**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 2,866,050**	**$ 0**	**$ 2,866,050**
Project Expenditures			
Professional Services	$ 130,355		**$ 130,355**
Engineering/Design	304,310		**$ 304,310**
Construction	2,431,385	(48,350)	**$ 2,383,035**
Land/ROW Acquisition	0	48,350	**$ 48,350**
(Select Expenditure Type)			**$ 0**
Total	**$ 2,866,050**	**$ 0**	**$ 2,866,050**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST1102 **Main St. Streetscaping & Snider St. Extension Project**

REVISION EXPLANATION

The remaining funds for ST2117 ($541,097) are requested to be transferred into ST1102. ST2117 is complete and will be closed out after this transfer.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Federal/State Grants		$ 2,223,100		**$ 2,223,100**
Reserves	Street Capital Projects Fund (330)	642,950		**$ 642,950**
Certificates of Obligation			541,097	**$ 541,097**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 2,866,050**	**$ 541,097**	**$ 3,407,147**
Project Expenditures				
Professional Services		$ 130,355		**$ 130,355**
Engineering/Design		304,310		**$ 304,310**
Construction		2,383,035	541,097	**$ 2,924,132**
Land/ROW Acquisition		48,350		**$ 48,350**
(Select Expenditure Type)				**$ 0**
Total		**$ 2,866,050**	**$ 541,097**	**$ 3,407,147**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

PW1602 **Meadow Lakes Drive & Rufe Snow Drive Intersection**

REVISION EXPLANATION

The COs originally budgeted for this project were spent on other projects, despite spending authority remaining on this project. This adjustment cleans up the funding side of the project by assigning eligible General Obligation debt before savings are ultimately transferred to ST2404.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Certificates of Obligation	$ 1,065,000	($ 240,650)	**$ 824,350**
General Obligation Bonds	0	240,650	**$ 240,650**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,065,000**	**$ 0**	**$ 1,065,000**
Project Expenditures			
Engineering/Design	$ 80,000		**$ 80,000**
Land/ROW Acquisition	435,000		**$ 435,000**
Construction	550,000		**$ 550,000**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,065,000**	**$ 0**	**$ 1,065,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

PW1602 **Meadow Lakes Drive & Rufe Snow Drive Intersection**

REVISION EXPLANATION

The remaining funds for PW1602 (240,650) are requested to be transferred into ST2404. PW1602 is complete and will be closed out after this transfer.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Certificates of Obligation	$ 824,350		**$ 824,350**
General Obligation Bonds	240,650	(240,650)	**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,065,000**	**($ 240,650)**	**$ 824,350**
Project Expenditures			
Professional Services	$ 80,000	($ 63,170)	**$ 16,830**
Land/ROW Acquisition	435,000	(1,768)	**$ 433,232**
Construction	550,000	(175,712)	**$ 374,288**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,065,000**	**($ 240,650)**	**$ 824,350**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2404 **Chapman Road**

REVISION EXPLANATION

The remaining funds for PW1602 (240,650) are requested to be transferred into ST2404. PW1602 is complete and will be closed out after this transfer.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
General Obligation Bonds		$ 4,600,000	$ 240,650	**$ 4,840,650**
Reserves	Street Capital Projects Fund (330)	562,893		**$ 562,893**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 5,162,893**	**$ 240,650**	**$ 5,403,543**
Project Expenditures				
Engineering/Design		$ 670,700		**$ 670,700**
Construction		4,492,193	240,650	**$ 4,732,843**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 5,162,893**	**$ 240,650**	**$ 5,403,543**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

ST2301 **Acts Court Retaining Wall**

REVISION EXPLANATION

The City's share for CDBG26 is $97,989. To cover the shortfall for construction, we are requesting to transfer funds from ST2301 ($15,899) and SM2401 ($23,918).

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	General Capital Projects Fund (340)	$ 120,000	($ 15,899)	**$ 104,101**
Reserves	Project Savings ST0202	45,000		**$ 45,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 165,000**	**($ 15,899)**	**$ 149,101**
Project Expenditures				
Engineering/Design		$ 36,672	($ 1,633)	**$ 35,039**
Construction		128,328	(14,266)	**$ 114,062**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 165,000**	**($ 15,899)**	**$ 149,101**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

SM2401 **Preventive Street Maintenance (2023-24)**

REVISION EXPLANATION

The City's share for CDBG26 is $97,989. To cover the shortfall for construction, we are requesting to transfer funds from ST2301 ($15,899) and SM2401 ($23,918).

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Certificates of Obligation		$ 1,000,000		**$ 1,000,000**
Reserves	General Fund (100)	1,000,000	(23,918)	**$ 976,082**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 2,000,000**	**($ 23,918)**	**$ 1,976,082**
Project Expenditures				
Construction		$ 2,000,000	($ 23,918)	**$ 1,976,082**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 2,000,000**	**($ 23,918)**	**$ 1,976,082**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Street & Sidewalk Capital Projects

SM2401 **Preventive Street Maintenance (2023-24)**

REVISION EXPLANATION

$304,048 is to be transferred from SM2401 to SM2501 to reconcile balances. After the transfer is complete, SM2401 will be closed out.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves General Fund (100)	$ 976,082	($ 304,048)	**$ 672,034**
Certificates of Obligation	1,000,000		**$ 1,000,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,976,082**	**($ 304,048)**	**$ 1,672,034**
Project Expenditures			
Construction	$ 1,976,082	($ 304,048)	**$ 1,672,034**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,976,082**	**($ 304,048)**	**$ 1,672,034**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Street & Sidewalk Capital Projects

SD2601 **Sidewalk Rehabilitation and Replacement Project (2025-26)**

REVISION EXPLANATION

This revision is to cover additional professional services for SD2404. $31,000 will be transferred from SD2601 to SD2404.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Sidewalk Capital Projects Fund (335)	$ 100,000	($ 31,000)	**$ 69,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 100,000**	**($ 31,000)**	**$ 69,000**
Project Expenditures			
Construction	$ 100,000	($ 31,000)	**$ 69,000**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 100,000**	**($ 31,000)**	**$ 69,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Street & Sidewalk Capital Projects

SD2404 **Smithfield Middle School Safe Routes to School**

REVISION EXPLANATION

This revision is to cover additional professional services for SD2404. $31,000 will be transferred from SD2601 to SD2404.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Federal/State Grants		$ 663,596		**$ 663,596**
Reserves	Sidewalk Capital Projects Fund (335)	116,062	31,000	**$ 147,062**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 779,658**	**$ 31,000**	**$ 810,658**
Project Expenditures				
Engineering/Design		$ 69,610	$ 31,000	**$ 100,610**
Construction		663,596		**$ 663,596**
Other		46,452		**$ 46,452**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 779,658**	**$ 31,000**	**$ 810,658**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Drainage Capital Projects

Meadow Lakes BFC-7 Drainage Improvements

DR2303

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	01/2023		09/2023	09/2026
Land/ROW Acquisition		05/2025		09/2026
Construction	10/2023	10/2026	09/2024	09/2027
Other				

REVISION EXPLANATION

These funds ($18,600) are to cover the closing costs of easement acquisitions for this project.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Drainage Utility Fund Reserves (120)	$1,012,653	$0	$1,012,653	$0	**$1,012,653**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$1,012,653**	**$0**	**$1,012,653**	**$0**	**$1,012,653**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	206,379	0	206,379	0	**$206,379**
Land/ROW Acquistion	21,450	18,600	40,050	0	**$40,050**
Construction	784,824	(18,600)	766,224	0	**$766,224**
Other	0	0	0	0	**$0**
Total	**$1,012,653**	**$0**	**$1,012,653**	**$0**	**$1,012,653**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Drainage Capital Projects

DR2303 **Meadow Lakes BFC-7 Drainage Improvements**

REVISION EXPLANATION

$21,000 in project funds is requested to be transferred from the Construction budget over to the Land/ROW Acquisition budget to cover the remaining closing costs of easement acquisitions for this project.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Drainage Utility Fund Reserves (120)	$ 1,012,653		**$ 1,012,653**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 1,012,653**	**$ 0**	**$ 1,012,653**
Project Expenditures				
Engineering/Design		$ 206,379		**$ 206,379**
Construction		766,224	(21,000)	**$ 745,224**
Land/ROW Acquisition		40,050	21,000	**$ 61,050**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 1,012,653**	**$ 0**	**$ 1,012,653**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Drainage Capital Projects

DR2303 **Meadow Lakes BFC-7 Drainage Improvements**

REVISION EXPLANATION

DR2303 requires additional funding due to anticipated high construction costs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 1,012,653	$ 1,278,752	**$ 2,291,405**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,012,653**	**$ 1,278,752**	**$ 2,291,405**
Project Expenditures			
Construction	$ 745,224	$ 1,278,752	**$ 2,023,976**
Engineering/Design	206,379		**$ 206,379**
Other	61,050		**$ 61,050**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,012,653**	**$ 1,278,752**	**$ 2,291,405**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Drainage Capital Projects**

DR2102 **Concrete Lined Channel Rehabilitation Project**

REVISION EXPLANATION

The following projects have been completed and have project savings: DR2102 ($63,190), DR2202 ($3,300), and DR2301 ($23,953). The remaining funds for these projects are requested to be transferred into DR2603 CB-1 Concrete Channel Repair.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 256,814	($ 63,190)	**$ 193,624**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 256,814**	**($ 63,190)**	**$ 193,624**
Project Expenditures			
Engineering/Design	$ 65,630	($ 1,447)	**$ 64,183**
Construction	191,184	(61,743)	**$ 129,441**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 256,814**	**($ 63,190)**	**$ 193,624**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Drainage Capital Projects**

DR2202 **Sunnybrook Addition Drainage Improvements**

REVISION EXPLANATION

The following projects have been completed and have project savings: DR2102 ($63,190), DR2202 ($3,300), and DR2301 ($23,953). The remaining funds for these projects are requested to be transferred into DR2603 CB-1 Concrete Channel Repair.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 217,260	($ 3,300)	**$ 213,960**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 217,260**	**($ 3,300)**	**$ 213,960**
Project Expenditures			
Engineering/Design	$ 39,000		**$ 39,000**
Construction	178,260	(3,300)	**$ 174,960**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 217,260**	**($ 3,300)**	**$ 213,960**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision **Drainage Capital Projects**

DR2301 **Stream LB-1 Bank Restoration**

REVISION EXPLANATION

The following projects have been completed and have project savings: DR2102 ($63,190), DR2202 ($3,300), and DR2301 ($23,953). The remaining funds for these projects are requested to be transferred into DR2603 CB-1 Concrete Channel Repair.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Drainage Utility Fund (120)	$ 342,457	($ 23,953)	**$ 318,504**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 342,457**	**($ 23,953)**	**$ 318,504**
Project Expenditures				
Engineering/Design		$ 111,577	($ 9,767)	**$ 101,810**
Construction		230,880	(14,186)	**$ 216,694**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 342,457**	**($ 23,953)**	**$ 318,504**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Drainage Capital Projects

DR2603 **CB-1 Concrete Channel Repair**

REVISION EXPLANATION

The following projects have been completed and have project savings: DR2102 ($63,190), DR2202 ($3,300), and DR2301 ($23,953). The remaining funds for these projects are requested to be transferred into DR2603 CB-1 Concrete Channel Repair.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design	10/2025	03/2026	06/2026	04/2027
Land/ROW Acquisition				
Construction	08/2026	05/2027	08/2027	09/2028
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 3,000,000	$ 90,443	**$ 3,090,443**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 3,000,000**	**$ 90,443**	**$ 3,090,443**
Project Expenditures			
Engineering/Design	$ 250,000		**$ 250,000**
Construction	2,750,000	90,443	**$ 2,840,443**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 3,000,000**	**$ 90,443**	**$ 3,090,443**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Drainage Capital Projects

DR2401 **Miscellaneous Drainage Improvements (FY24)**

REVISION EXPLANATION

DR2401 is complete and the remaining funds ($65,382) is to be transferred to DR2604.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 389,950	($ 65,382)	**$ 324,568**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 389,950**	**($ 65,382)**	**$ 324,568**
Project Expenditures			
Engineering/Design	$ 54,950	($ 7,000)	**$ 47,950**
Construction	335,000	(58,382)	**$ 276,618**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 389,950**	**($ 65,382)**	**$ 324,568**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Drainage Capital Projects

DR2604 **Miscellaneous Drainage Improvements (FY26)**

REVISION EXPLANATION

DR2401 is complete and the remaining funds ($65,382) is to be transferred to DR2604.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 150,000	$ 65,382	**$ 215,382**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 150,000**	**$ 65,382**	**$ 215,382**
Project Expenditures			
Engineering/Design	$ 50,000		**$ 50,000**
Construction	100,000	65,382	**$ 165,382**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 150,000**	**$ 65,382**	**$ 215,382**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision **Drainage Capital Projects**

DR2103 **Channel Cleaning / Street Drainage Improvements**

REVISION EXPLANATION

$8,653 in funding is requested to be transferred from DR2103 to DR2404 to cover additional asphalt costs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 70,139	($ 8,653)	**$ 61,486**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 70,139**	**($ 8,653)**	**$ 61,486**
Project Expenditures			
Construction	$ 70,139	($ 8,653)	**$ 61,486**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 70,139**	**($ 8,653)**	**$ 61,486**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Drainage Capital Projects**

DR2404 **Channel Cleaning for FY24**

REVISION EXPLANATION

$8,653 in funding is requested to be transferred from DR2103 to DR2404 to cover additional asphalt costs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Drainage Utility Fund (120)	$ 100,000	$ 8,653	**$ 108,653**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 100,000**	**$ 8,653**	**$ 108,653**
Project Expenditures			
Construction	$ 100,000	$ 8,653	**$ 108,653**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 100,000**	**$ 8,653**	**$ 108,653**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Street & Sidewalk Capital Projects

Big Fossil Creek Wastewater Outfall

UT0201

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	07/2010		09/2014	
Land/ROW Acquisition	08/2016		12/2016	
Construction	02/2016		09/2026	
Other				

REVISION EXPLANATION

UT0201 is in need of additional budget authority. UT2206 has available budget which can be transferred to UT0201. Transferring $700,000 from UT2206 to UT0201.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Certificates of Obligation	$915,284	$700,000	$1,615,284	$0	**$1,615,284**
Utility Fund (410) Reserves	20,000	0	20,000	0	**$20,000**
Utility Capital Projects Fund (412) Reserves	531,604	0	531,604	0	**$531,604**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$1,466,888**	**$700,000**	**$2,166,888**	**$0**	**$2,166,888**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	98,610	0	98,610	0	**$98,610**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	1,368,278	700,000	2,068,278	0	**$2,068,278**
Other	0	0	0	0	**$0**
Total	**$1,466,888**	**$700,000**	**$2,166,888**	**$0**	**$2,166,888**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Utility Capital Projects

UT0201 **Big Fossil Creek Wastewater Outfall**

REVISION EXPLANATION

$700,000 was temporarily transferred from UT2206 to UT0201 for budget authority in FY25, but additional funding was approved for FY26. We need to reverse the temporary transfer from UT2206 to UT0201.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Utility CIP Fund (412)	$ 531,604		**$ 531,604**
Reserves	Utility Fund (410)	720,000	(700,000)	**$ 20,000**
Certificates of Obligation		1,615,284		**$ 1,615,284**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 2,866,888**	**($ 700,000)**	**$ 2,166,888**
Project Expenditures				
Professional Services		$ 98,610		**$ 98,610**
Construction		2,768,278	(700,000)	**$ 2,068,278**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 2,866,888**	**($ 700,000)**	**$ 2,166,888**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Street & Sidewalk Capital Projects

Big Fossil Interceptor Rehabilitation Project

UT2206

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	10/2021		09/2024	
Land/ROW Acquisition				
Construction	10/2024		09/2026	
Other				

REVISION EXPLANATION

UT0201 is in need of additional budget authority. UT2206 has available budget which can be transferred to UT0201. Transferring $700,000 from UT2206 to UT0201.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Certificates of Obligation	$2,830,486	($700,000)	$2,130,486	$0	**$2,130,486**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$2,830,486**	**($700,000)**	**$2,130,486**	**$0**	**$2,130,486**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	424,450	0	424,450	0	**$424,450**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	2,406,036	(700,000)	1,706,036	0	**$1,706,036**
Other	0	0	0	0	**$0**
Total	**$2,830,486**	**($700,000)**	**$2,130,486**	**$0**	**$2,130,486**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Utility Capital Projects

UT2206 **Big Fossil Interceptor Rehabilitation Project**

REVISION EXPLANATION

$700,000 was temporarily transferred from UT2206 to UT0201 for budget authority in FY25, but additional funding was approved for FY26. We need to reverse the temporary transfer from UT2206 to UT0201.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Certificates of Obligation	$ 2,130,486		**$ 2,130,486**
Reserves Utility Fund (410)		700,000	**$ 700,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 2,130,486**	**$ 700,000**	**$ 2,830,486**
Project Expenditures			
Professional Services	$ 424,450		**$ 424,450**
Construction	1,706,036	700,000	**$ 2,406,036**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 2,130,486**	**$ 700,000**	**$ 2,830,486**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Utility Capital Projects

UT2206 **Big Fossil Interceptor Rehabilitation Project**

REVISION EXPLANATION

$10,333.00 in project funds is requested to be transferred from the Construction budget over to the Land/ROW Acquisition budget to cover the closing costs of easement acquisitions for this project. This transfer is within the same project and will not impact the budget of any other project.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design	10/2021		09/2024	01/2026
Land/ROW Acquisition		06/2025		02/2026
Construction	10/2024	02/2026	09/2026	09/2027
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Certificates of Obligation	$ 2,130,486		**$ 2,130,486**
Reserves Utility Fund (410)	700,000		**$ 700,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 2,830,486**	**$ 0**	**$ 2,830,486**
Project Expenditures			
Engineering/Design	$ 424,450		**$ 424,450**
Construction	2,406,036	(10,333)	**$ 2,395,703**
Land/ROW Acquisition		10,333	**$ 10,333**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 2,830,486**	**$ 0**	**$ 2,830,486**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Utility Capital Projects

UT2206 **Big Fossil Interceptor Rehabilitation Project**

REVISION EXPLANATION

CDBG24 and UT1404 have been completed and the remaining funds from CDBG24 ($65,000) and UT1404 ($30,850) are requested to be transferred into UT2206 Big Fossil Interceptor Rehabilitation Project for future construction services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Certificates of Obligation		$ 2,130,486		**$ 2,130,486**
Reserves	Utility Fund (410)	700,000		**$ 700,000**
Reserves	Utility Capital Projects Fund (412)		95,850	**$ 95,850**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 2,830,486**	**$ 95,850**	**$ 2,926,336**
Project Expenditures				
Engineering/Design		$ 424,450		**$ 424,450**
Construction		2,395,703	95,850	**$ 2,491,553**
Land/ROW Acquisition		10,333		**$ 10,333**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 2,830,486**	**$ 95,850**	**$ 2,926,336**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision **Utility Capital Projects**

UT2206 **Big Fossil Interceptor Rehabilitation Project**

REVISION EXPLANATION

UT2201 is complete and the remaining funds from UT2201 ($4,279) are requested to be transferred into UT2206 Big Fossil Interceptor Rehabilitation Project for future construction services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Certificates of Obligation		$ 2,130,486		**$ 2,130,486**
Reserves	Utility Fund (410)	700,000	4,279	**$ 704,279**
Reserves	Utility Capital Projects Fund (412)	95,850		**$ 95,850**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 2,926,336**	**$ 4,279**	**$ 2,930,615**
Project Expenditures				
Engineering/Design		$ 424,450		**$ 424,450**
Construction		2,491,553	4,279	**$ 2,495,832**
Land/ROW Acquisition		10,333		**$ 10,333**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 2,926,336**	**$ 4,279**	**$ 2,930,615**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Utility Capital Projects

UT2206 **Big Fossil Interceptor Rehabilitation Project**

REVISION EXPLANATION

UT2303 is complete and the remaining funds from UT2303 ($144,037) are requested to be transferred into UT2206 Big Fossil Interceptor Rehabilitation Project for future construction services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Certificates of Obligation		$ 2,130,486		**$ 2,130,486**
Reserves	Utility Fund (410)	704,279		**$ 704,279**
Reserves	Utility Capital Projects Fund (412)	95,850	144,037	**$ 239,887**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 2,930,615**	**$ 144,037**	**$ 3,074,652**
Project Expenditures				
Engineering/Design		$ 424,450		**$ 424,450**
Construction		2,495,832	144,037	**$ 2,639,869**
Land/ROW Acquisition		10,333		**$ 10,333**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 2,930,615**	**$ 144,037**	**$ 3,074,652**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Utility Capital Projects

Conn Pump Station Pump and Electrical Rehabilitation

UT2008

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering	10/2019		05/2021	
Land/ROW Acquisition				
Construction	09/2021		10/2024	
Other				

REVISION EXPLANATION

This revision is to cover additional professional services expenses for UT2302 Lead and Copper Service Line Assessment Project.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Certificates of Obligation	$1,500,000	$0	$1,500,000	$0	**$1,500,000**
Reserves	1,100,000	(46,690)	1,053,310	0	**$1,053,310**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$2,600,000**	**($46,690)**	**$2,553,310**	**$0**	**$2,553,310**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	363,000	0	363,000	0	**$363,000**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	2,237,000	(46,690)	2,190,310	0	**$2,190,310**
Other	0	0	0	0	**$0**
Total	**$2,600,000**	**($46,690)**	**$2,553,310**	**$0**	**$2,553,310**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision

Utility Capital Projects

UT2008 **Conn Pump Station Pump and Electrical Rehabilitation**

REVISION EXPLANATION

The bid for UT2401 Watauga Pump Station Electrical Improvements came in over budget by $49,000. Since, there are no expenses coming from Engineering/Design, we will need to transfer $30,000 to Construction and the remaining $19,000 will be transferred from UT2008 Conn Pump Station Pump and Electrical Rehabilitation to help cover the remaining overage.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Certificates of Obligation	$ 1,500,000		**$ 1,500,000**
Reserves	1,053,310	(19,000)	**$ 1,034,310**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 2,553,310**	**($ 19,000)**	**$ 2,534,310**
Project Expenditures			
Engineering/Design	$ 363,000		**$ 363,000**
Construction	2,190,310	(19,000)	**$ 2,171,310**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 2,553,310**	**($ 19,000)**	**$ 2,534,310**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Utility Capital Projects

Lead and Copper Service Line Assessment

UT2302

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services	10/2022		12/2024	12/2025
Engineering				
Land/ROW Acquisition				
Construction				
Other				

REVISION EXPLANATION

This revision is to cover additional professional services expenses for UT2302 Lead and Copper Service Line Assessment Project.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Reserves (412)	$432,400	$46,690	$479,090	$0	**$479,090**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$432,400**	**$46,690**	**$479,090**	**$0**	**$479,090**
PROJECT EXPENDITURES					
Professional Services	$432,400	$46,690	$479,090	$0	**$479,090**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	0	0	0	0	**$0**
Other	0	0	0	0	**$0**
Total	**$432,400**	**$46,690**	**$479,090**	**$0**	**$479,090**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision **Utility Capital Projects**

UT2104 **Sewer Manhole Replacement and Rehabilitation Project (2021)**

REVISION EXPLANATION

We are requesting to move the remaining funds from UT2104 (Sewer Manhole Replacement and Rehabilitation Project 2021) to UT2201 (Wastewater Manhole Replacement and Rehabilitation Project 2022).

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Utility Fund (410) Reserves	$ 250,000	($ 172,627)	**$ 77,373**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 250,000**	**($ 172,627)**	**$ 77,373**
Project Expenditures				
Construction		$ 250,000	($ 172,627)	**$ 77,373**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 250,000**	**($ 172,627)**	**$ 77,373**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision **Utility Capital Projects**

UT2201 **Wastewater Manhole Replacement and Rehabilitiation Project (2022)**

REVISION EXPLANATION

PROJECT DESCRIPTION ☐ No Change

This project will replace or rehabilitate wastewater manholes throughout the City. Staff completed an inspection of approximately 5,500 manholes. Through this inspection process, it has been identified that 12% of the manholes (approximately 660) need some form of replacement or rehabilitation. This project will be spread out over a 5 year period to complete all 660 manholes.

The Department has identified three different rehabilitation techniques for this project: total reconstruction, cured-in-place fiberglass manhole liner, and sprayed epoxy manhole liner. Each technique brings value to the project based on the need of the manhole that needs repair. After completion of the rehabilitation process of a manhole, the system will experience less inflow/infiltration due to rainwater and have less risk of a major wastewater issue resulting from a manhole collapse.

PROJECT JUSTIFICATION ☐ No Change

Staff completed an inspection of approximately 5,500 manholes in recent years. The inspection assessed each manhole on overall structural condition, maintenance responsibility, and degree of inflow/infiltration. Each manhole was given a numerical grade on structural and maintenance condition, with inflow/infiltration being noted as observed. All manholes were inspected by one staff member so grading would be consistent among all manholes. The manholes that makeup the 660 that need attention were graded poor and very poor, and were noted to have inflow/infiltration. Inflow/infiltration in the wastewater system causes capacity issues with the possibility of creating sanitary sewer overflows, and also results in higher wastewater treatment charges. The inspections revealed that 660 (12%) of the manholes needed some form of replacement or rehabilitation.

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2021		09/2025	10/2026
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Utility CIP Fund (412)	$ 750,000	$ 0	**$ 750,000**
Certificates of Obligation		3,327	0	**$ 3,327**
Reserves	Utility Fund (410)		172,627	**$ 172,627**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 753,327**	**$ 172,627**	**$ 925,954**
Project Expenditures				
Construction		$ 753,327	$ 172,627	**$ 925,954**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 753,327**	**$ 172,627**	**$ 925,954**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Utility Capital Projects

UT2201 **Wastewater Manhole Replacement and Rehabilitation Project (2022)**

REVISION EXPLANATION

$80,000 from UT2201 Wastewater Manhole Replacement and Rehabilitation Project (2022), is to be transferred to UT2304 Cellular Meter Reading Project to cover meter purchases/installs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Utility CIP Fund (412)	$ 750,000		**$ 750,000**
Certificates of Obligation		3,327		**$ 3,327**
Reserves	Utility Fund (410)	172,627	(80,000)	**$ 92,627**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 925,954**	**($ 80,000)**	**$ 845,954**
Project Expenditures				
Construction		$ 925,954	($ 80,000)	**$ 845,954**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 925,954**	**($ 80,000)**	**$ 845,954**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

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Capital Project Revision

Utility Capital Projects

UT2201 **Wastewater Manhole Replacement and Rehabilitation Project (2022)**

REVISION EXPLANATION

UT2201 is complete and the remaining funds from UT2201 ($4,279) are requested to be transferred into UT2206 Big Fossil Interceptor Rehabilitation Project for future construction services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Certificates of Obligation		$ 3,327		**$ 3,327**
Reserves	Utility Capital Projects Fund (412)	750,000		**$ 750,000**
Reserves	Utility Fund (410)	92,627	(4,279)	**$ 88,348**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 845,954**	**($ 4,279)**	**$ 841,675**
Project Expenditures				
Construction		$ 845,954	($ 4,279)	**$ 841,675**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 845,954**	**($ 4,279)**	**$ 841,675**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Utility Capital Projects

UT2304 **Cellular Meter Reading Project**

REVISION EXPLANATION

$80,000 from UT2201 Wastewater Manhole Replacement and Rehabilitation Project (2022), is to be transferred to UT2304 Cellular Meter Reading Project to cover meter purchases/installs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2022		09/2025	09/2026
Other				

FINANCIAL DATA	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Certificates of Obligation	$ 4,855,500		**$ 4,855,500**
Reserves	715,679	80,000	**$ 795,679**
Other	960,540		**$ 960,540**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 6,531,719**	**$ 80,000**	**$ 6,611,719**
Project Expenditures			
Construction	$ 6,531,719	$ 80,000	**$ 6,611,719**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 6,531,719**	**$ 80,000**	**$ 6,611,719**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Utility Capital Projects

UT2401 **Watauga Pump Station Electrical Improvements**

REVISION EXPLANATION

The bid for UT2401 Watauga Pump Station Electrical Improvements came in over budget by $49,000. Since, there are no expenses coming from Engineering/Design, we will need to transfer $30,000 to Construction and the remaining $19,000 will be transferred from UT2008 Conn Pump Station Pump and Electrical Rehabilitation to cover the overage.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Utility Capital Fund Reserves (412)	$ 180,000	$ 19,000	**$ 199,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 180,000**	**$ 19,000**	**$ 199,000**
Project Expenditures				
Engineering/Design		$ 30,000	($ 30,000)	**$ 0**
Construction		150,000	49,000	**$ 199,000**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 180,000**	**$ 19,000**	**$ 199,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Utility Capital Projects**

CDBG24 **Sheridan / Garwood Sanitary Sewer Project**

REVISION EXPLANATION

CDBG24 and UT1404 have been completed and the remaining funds from CDBG24 ($65,000) and UT1404 ($30,850) are requested to be transferred into UT2206 Big Fossil Interceptor Rehabilitation Project for future construction services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Utility Capital Projects Fund (412)	$ 65,000	($ 65,000)	**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 65,000**	**($ 65,000)**	**$ 0**
Project Expenditures			
Construction	$ 65,000	($ 65,000)	**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 65,000**	**($ 65,000)**	**$ 0**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Utility Capital Projects**

UT1404 **Motor Operated Transfer Valves**

REVISION EXPLANATION

CDBG24 and UT1404 have been completed and the remaining funds from CDBG24 ($65,000) and UT1404 ($30,850) are requested to be transferred into UT2206 Big Fossil Interceptor Rehabilitation Project for future construction services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Utility Capital Projects Fund (412)	$ 374,903	($ 30,850)	**$ 344,053**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 374,903**	**($ 30,850)**	**$ 344,053**
Project Expenditures				
Construction		$ 374,903	($ 30,850)	**$ 344,053**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 374,903**	**($ 30,850)**	**$ 344,053**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Utility Capital Projects**

UT2303 **Sewer Main Replacement - Lowery Ln**

REVISION EXPLANATION

UT2303 is complete and the remaining funds from UT2303 ($144,037) are requested to be transferred into UT2206 Big Fossil Interceptor Rehabilitation Project for future construction services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Utility Capital Projects Fund (412)	$ 351,165	($ 144,037)	**$ 207,128**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 351,165**	**($ 144,037)**	**$ 207,128**
Project Expenditures			
Engineering/Design	$ 76,120	($ 19,407)	**$ 56,713**
Construction	275,045	(124,630)	**$ 150,415**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 351,165**	**($ 144,037)**	**$ 207,128**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Utility Capital Projects

UT2102 **Miscellaneous Water/Sewer Main Replacement (2021)**

REVISION EXPLANATION

UT2102 will be combined with UT2101 to support project administration. $4,449 will be transferred to UT2101.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Utility Fund (410)	$ 451,568	($ 4,449)	**$ 447,119**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 451,568**	**($ 4,449)**	**$ 447,119**
Project Expenditures			
Construction	$ 451,568	($ 4,449)	**$ 447,119**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 451,568**	**($ 4,449)**	**$ 447,119**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Utility Capital Projects

UT2101 **Small Water Main Replacements (2021)**

REVISION EXPLANATION

UT2102 will be combined with UT2101 to support project administration. $4,449 will be transferred to UT2101.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2020		06/2025	10/2026
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Utility Fund (410)	$ 430,076	$ 4,449	**$ 434,525**
Other	Developer Reimbursements	31,990		**$ 31,990**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 462,066**	**$ 4,449**	**$ 466,515**
Project Expenditures				
Construction		$ 462,066	$ 4,449	**$ 466,515**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 462,066**	**$ 4,449**	**$ 466,515**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Parks & Recreation Capital Projects

PK2507 **Parks and Recreation Master Plan 2025**

REVISION EXPLANATION

Bridge decking needs replacing and this cannot wait until the new fiscal year. The funds that were initially moved into PK2507 were remaining funds from the North Electric Bridge Deck Replacement, so the use of these dollars would be similar in intent.

PROJECT DESCRIPTION ☑ No Change

This project serves to establish a 2025 Park System Master Plan that aligns with current community goals to guide the overall direction of Parks and Recreation within the City. A parks and recreation master plan is a comprehensive, long-range strategy for the creation, optimization, and maintenance of a community's assets. The Master Plan will assess current and future recreational needs, establish a long range vision, and will identify and prioritize future capital improvement projects. Public input along with data on current infrastructure, facilities, and programs will be analyzed to create the 2025 Park System Master Plan utilizing professional services.

PROJECT JUSTIFICATION ☑ No Change

As part of the City's ongoing effort to properly and adequately maintain its Parks infrastructure and ensure the quality and diversity of the facilities, a Parks System Master Plan in necessary to ensure long term viability and guide direction of the Parks and Recreation System.

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2024		09/2025	01/2027
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	To PK2504 - Park Infrastructure Maintenance 2025	$ 141,389	($ 25,000)	**$ 116,389**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 141,389**	**($ 25,000)**	**$ 116,389**
Project Expenditures				
Professional Services		$ 141,389	($ 25,000)	**$ 116,389**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 141,389**	**($ 25,000)**	**$ 116,389**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Parks & Recreation Capital Projects

PK2507 **2025 Parks and Recreation Master Plan**

REVISION EXPLANATION

Initial project budget covered Phase 1 of the Master Plan. This revision adds funds to extend the contract through subsequent phases, including a comprehensive system assessment and the final recommendation and implementation plans.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Park Sales Tax Fund (125)	$ 116,389	$ 23,661	**$ 140,050**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 116,389**	**$ 23,661**	**$ 140,050**
Project Expenditures				
Professional Services		$ 116,389	$ 23,661	**$ 140,050**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 116,389**	**$ 23,661**	**$ 140,050**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Parks & Recreation Capital Projects

PK2504 **Park Infrastructure Maintenance 2025**

REVISION EXPLANATION

Bridge decking needs replacing and this cannot wait until the new fiscal year. The funds that were initially moved into PK2507 were remaining funds from the North Electric Bridge Deck Replacement, so the use of these dollars would be similar in intent.

PROJECT DESCRIPTION ☑ No Change

This project provides for maintenance of park infrastructure in response to use, age, damage and safety.

PROJECT JUSTIFICATION ☑ No Change

The infrastructure Management Plan for park amenities addresses long term funding needs for replacement and renovation of park sites and their amenities, demonstrating responsible stewardship of property assets by the city.

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2024		09/2025	09/2026
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	From PK2507 - Parks and Recreation Master Plan	$ 220,000	$ 25,000	**$ 245,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 220,000**	**$ 25,000**	**$ 245,000**
Project Expenditures				
Construction		$ 220,000	$ 25,000	**$ 245,000**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 220,000**	**$ 25,000**	**$ 245,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Parks & Recreation Capital Projects**

PK2613 **City Entry Sign Replacement**

REVISION EXPLANATION

The Parks and Recreation Department is requesting a CONSTRUCTION Line to be added to this project. Minimal demolition work is needed in the early stages. Funds are being moved from within the same project (Engineering/Professional Services) so there is no impact to any budgets.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design	10/2025		09/2026	
Land/ROW Acquisition				
Construction	10/2025		09/2026	
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Engineering/Design (within same project)	$ 100,000	($ 5,000)	**$ 95,000**
Reserves	Construction (within same project)		5,000	**$ 5,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 100,000**	**$ 0**	**$ 100,000**
Project Expenditures				
Engineering/Design		$ 100,000	($ 5,000)	**$ 95,000**
Construction			5,000	**$ 5,000**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 100,000**	**$ 0**	**$ 100,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Parks & Recreation Capital Projects

PK2607 **John Barfield Trail Spring Oak Extension**

REVISION EXPLANATION

Funds are needed in Professional Services on this project. This request is to move funds in the amount of $106,000 from Construction to Professional Services, within this same project.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Park Sales Tax Fund (125)	$ 550,000	$ 0	**$ 550,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 550,000**	**$ 0**	**$ 550,000**
Project Expenditures			
Construction	$ 480,000	($ 106,000)	**$ 374,000**
Professional Services	70,000	106,000	**$ 176,000**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 550,000**	**$ 0**	**$ 550,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Aquatic Park Capital Projects

WP2401

NRH2O Kiddie Area Renovation Design & Construction

PROJECT DESCRIPTION & JUSTIFICATION

This project serves to engage a professional services consultatn/design firm to plan, design and implement the plan in conjunction with city staff for the removal of the existing Kiddie Area and the renovation and installation of a new attraction in the place of the current Kiddie Area.

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services	10/2023		09/2024	
Engineering				
Land/ROW Acquisition				
Construction	10/2024		09/2025	
Other				

REVISION EXPLANATION

Funds need to be moved from Construction to Professional Services within this project.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Aquatic Park Fund Reserves (430)	$300,000	$0	$300,000	$0	**$300,000**
Aquatic CIP Reserves (435)	210,000	0	210,000	0	**$210,000**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$510,000**	**$0**	**$510,000**	**$0**	**$510,000**
PROJECT EXPENDITURES					
Professional Services	$210,000	$237,083	$447,083	$0	**$447,083**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	300,000	(237,083)	62,917	0	**$62,917**
Other	0	0	0	0	**$0**
Total	**$510,000**	**$0**	**$510,000**	**$0**	**$510,000**

IMPACT ON OPERATING BUDGET

None.

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Capital Project Revision **Aquatic Park Capital Projects**

WP2602 **NRH2O Double Dipper Tower Renovation**

REVISION EXPLANATION

Moving funds to WP2305 - NRH2O Green Extreme Replacement (Nitro Blast)

PROJECT DESCRIPTION ☑ No Change

This project consists of costs for design of a new steel tower to replace the existing wooden slide tower that was built in 1996 that serves and supports the Double Dipper and Purplepalooza water slides. This project also consists of labor and construction costs to demolish the existing wooden slide tower, decking and support structures, and the labor, goods and construction costs to build the new steel tower, decking and support structures for the Double Dipper and Purplepalooza water slides.

PROJECT JUSTIFICATION ☐ No Change

The Double Dipper tower is a wooden slide tower that was originally built in 1996. This project is important to maintain the Double Dipper tower in safe operating condition and aid in extending the life span of the Double Dipper and Purplepalooza water slides. Due to age and exposure to chlorinated water and the natural seasonal elements, the wooden Double Dipper tower needs to be completely replaced, including the decking and support structures. This project will demolish the existing Double Dipper tower, and replace it with a new steel tower, decking and support structures. Engineering and Design will take place in FY2026 with estimated Construction starting at the end of the 2026 season within FY2027 budget.

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services	10/2025		09/2026	
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2025	10/2026	09/2026	09/2027
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves WP2602 - Double Dipper Tower Renovation	$ 1,150,000	($ 453,350)	**$ 696,650**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 1,150,000**	**($ 453,350)**	**$ 696,650**
Project Expenditures			
Engineering/Design	$ 150,000		**$ 150,000**
Construction	1,000,000	(453,350)	**$ 546,650**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 1,150,000**	**($ 453,350)**	**$ 696,650**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Aquatic Park Capital Projects**

WP2305 **NRH2O Green Extreme Replacement (Nitro Blast)**

REVISION EXPLANATION

Budget transfer from adopted WP2602 - NRH2O Double Dipper Tower Renovation for continued construction needs of WP2305 Nitro Blast.

PROJECT DESCRIPTION ☑ No Change

This project serves to engage a professional services consultant/design firm to plan, design and implement the plan in conjunction with city staff for the removal of the existing Green Extreme attraction and the installation of a new attraction in the place of the Green Extreme.

PROJECT JUSTIFICATION ☐ No Change

As the water park continues to age, attractions will reach their expected end of life usefulness and need to be replaced. The Green Extreme was installed in 1998. Most water slides or attractions have a life expectancy of 15-20 years. The Green Extreme is now at the point where it needs to be replaced with a newer, more energy efficient, attraction with a larger throughput that allows for NRH2O to continue to move forward and attract new guests as well as retain current ones. This new attraction will also present the water park with new opportunities for revenue growth and a new attraction that is not only efficient fiscally, but also allows for savings in number of staff needed to run the attraction and continues to present the park as an amusement park that continues to grow and move forward. Update: Nitro Blast reached its final stages of construction in late June 2025. During testing, uphill boosters' water pressures were not sufficient. ADG prepared revised layout for pump room.

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design	10/2022		09/2025	09/2026
Land/ROW Acquisition				
Construction	07/2023		09/2025	09/2026
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Certificates of Obligation		$ 5,400,000		**$ 5,400,000**
Reserves		2,229,436		**$ 2,229,436**
Reserves	WP Project Transfer from WP2602 to WP2305		453,350	**$ 453,350**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 7,629,436**	**$ 453,350**	**$ 8,082,786**
Project Expenditures				
Engineering/Design		$ 327,223		**$ 327,223**
Construction		7,302,212	453,350	**$ 7,755,562**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 7,629,435**	**$ 453,350**	**$ 8,082,785**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Municipal Facility Capital Projects**

FC2601 **Generator at FS #1 Professional Services and Construction**

REVISION EXPLANATION

Need to move money from construction to engineering to cover additional costs of professional services.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves Infrastructure Reserve Fund (341)	$ 566,000		**$ 566,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 566,000**	**$ 0**	**$ 566,000**
Project Expenditures			
Professional Services	$ 23,000	$ 876	**$ 23,876**
Construction	543,000	(876)	**$ 542,124**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 566,000**	**$ 0**	**$ 566,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2601 **Generator at FS #1 Professional Services and Construction**

REVISION EXPLANATION

Moving budget to align with project costs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves — Infastructure Reserve Fund (341)	$ 566,000	$ 0	**$ 566,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 566,000**	**$ 0**	**$ 566,000**
Project Expenditures			
Professional Services	$ 23,876	$ 1,969	**$ 25,845**
Construction	542,124	(1,969)	**$ 540,155**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 566,000**	**$ 0**	**$ 566,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2216 **Generator HMGP Grant**

REVISION EXPLANATION

Moving Funding to appropriate Project cost

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design		02/2026		02/2028
Land/ROW Acquisition				
Construction		04/2026		02/2028
Other	04/2023		09/2024	

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Federal/State Grants		$ 539,847		**$ 539,847**
Reserves	Facilities CIP fund (370)	142,065		**$ 142,065**
Reserves	Utility CIP fund (412)	469,075		**$ 469,075**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 1,150,987**	**$ 0**	**$ 1,150,987**
Project Expenditures				
Engineering/Design			$ 90,200	**$ 90,200**
Construction			1,060,787	**$ 1,060,787**
Other		1,150,987	(1,150,987)	**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 1,150,987**	**$ 0**	**$ 1,150,987**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision **Municipal Facility Capital Projects**

FC2311 **OSRAM Encelium Lighting NRH Centre**

REVISION EXPLANATION

Moving funding to appropriate project cost.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services	01/2025		09/2025	11/2025
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2023	02/2026	09/2024	09/2026
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves NRH Centre Fund (126)	$ 267,150		**$ 267,150**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 267,150**	**$ 0**	**$ 267,150**
Project Expenditures			
Professional Services	$ 125,000	($ 122,050)	**$ 2,950**
Construction	142,150	122,050	**$ 264,200**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 267,150**	**$ 0**	**$ 267,150**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2311 **OSRAM Encelium Lighting NRH Centre**

REVISION EXPLANATION

Funding transfer from FC2311 to FC2411. This transfer will provide funding for CO #1.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves NRH Centre Fund (126)	$ 267,150	($ 9,706)	**$ 257,444**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 267,150**	**($ 9,706)**	**$ 257,444**
Project Expenditures			
Professional Services	$ 2,950		**$ 2,950**
Construction	264,200	(9,706)	**$ 254,494**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 267,150**	**($ 9,706)**	**$ 257,444**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2502 **City Hall Balcony Engineering, Demolition, Replacement, and Waterproofing**

REVISION EXPLANATION

Moving project savings from FC2502 to FC2607. FC2607 project was based off of the annual preventative maintenance service in 2023 and only included parts that were required to change. The 2025 service identified additional required parts and (3) single phase units.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves General Fund (100)	$ 590,000	($ 149,000)	**$ 441,000**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 590,000**	**($ 149,000)**	**$ 441,000**
Project Expenditures			
Engineering/Design	$ 40,000		**$ 40,000**
Construction	550,000	(149,000)	**$ 401,000**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 590,000**	**($ 149,000)**	**$ 441,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2502 **City Hall Balcony Engineering, Demolition, Replacement, and Waterproofing**

REVISION EXPLANATION

Funding transfer from FC2502 to FC2516 to cover increased cost estimate on FC2516.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	General Fund (100) Reserves	$ 441,000	($ 125,000)	**$ 316,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 441,000**	**($ 125,000)**	**$ 316,000**
Project Expenditures				
Engineering/Design		$ 40,000		**$ 40,000**
Construction		401,000	(125,000)	**$ 276,000**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 441,000**	**($ 125,000)**	**$ 316,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2607 **Refurbish (4) UPS's at City Hall Main Data Room**

REVISION EXPLANATION

Moving project savings from FC2502 to FC2607. FC2607 project was based off of the annual preventative maintenance in 2023 and only included parts that were required to change. The 2025 service identified additional required parts and (3) single phase units to be replaced.

PROJECT DESCRIPTION ☐ No Change

The three phase UPS's (Uninterrupted Power Supply) have components with a finite life span. These components consist of critical modular components such as Intelligence Modules, Static Switches, and Power Modules. These components can be removed and replaced to bring our UPS's up to date.

We based the original replacement project off of parts that were identified to be changed from our annual preventative maintenance performed in 2023 with our service contractor. Our preventative maintenance performed in 2025 identified additional components. This project revision includes all remaining required parts to be replaced. In addition, we have (3) single phase UPS units that are identified be replaced. They are at the end of their service life, a preventative maintenance service contract will not be offered, and parts to make any necessary repairs are obsolete.

PROJECT JUSTIFICATION ☐ No Change

The UPS's at City Hall provide power to critical infrastructure during a power outage. They bridge the gap when the city loses ONCOR power and transfers to generator power and vice versa. The critical infrastructure include, dispatch, jail, and the city's computer network to list a few. These components are operated 24/7 since the units were installed and energized. Some of these components are obsolete and have been upgraded to a new version. Our UPS frames housing these components are compatible with the upgraded components. These components will be replaced with factory authorized parts. Upgrading these components will gain another 5 years of service before any future component replacement is recommended.

The three single phase UPS units provide uninterrupted power for critical infrastructure as well. Not replacing these three phase UPS components and single phase UPS units could be costly and cause computers and servers to lose power and subject to ONCOR disruptions.

PROJECT STATUS ☐ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction	10/2024		09/2025	09/2026
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Facilities Capital Projects Fund (370)	$ 120,000	$ 0	**$ 120,000**
Reserves	General Fund (100)		149,000	**$ 149,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 120,000**	**$ 149,000**	**$ 269,000**
Project Expenditures				
Professional Services				**$ 0**
Construction		120,000	149,000	**$ 269,000**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 120,000**	**$ 149,000**	**$ 269,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2512 **Generator Replacement at Fire Station #4**

REVISION EXPLANATION

Moving buget to align with project costs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

	Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES			
Reserves — Facility Fund (510) Reserves	$ 653,550	$ 0	**$ 653,550**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
(Select Funding Source)			**$ 0**
Total	**$ 653,550**	**$ 0**	**$ 653,550**
Project Expenditures			
Professional Services	$ 0	$ 25,642	**$ 25,642**
Construction	653,550	(25,642)	**$ 627,908**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
(Select Expenditure Type)			**$ 0**
Total	**$ 653,550**	**$ 0**	**$ 653,550**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2520 **Generator at FS #5 Professional Services and Construction**

REVISION EXPLANATION

Moving budget to align with project costs.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	Facility Fund (510) Reserves	$ 850,000	$ 0	**$ 850,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 850,000**	**$ 0**	**$ 850,000**
Project Expenditures				
Professional Services		$ 23,000	$ 2,642	**$ 25,642**
Construction		827,000	(2,642)	**$ 824,358**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 850,000**	**$ 0**	**$ 850,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2411 **NRH Centre Dectron Replacement Engineering and Construction**

REVISION EXPLANATION

Funding transfer from FC2311 to FC2411. This transfer will provide funding for CO #1.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	NRH Centre (126)	$ 196,680	$ 9,706	**$ 206,386**
Reserves	Park Sales Tax (125)	1,683,319		**$ 1,683,319**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 1,879,999**	**$ 9,706**	**$ 1,889,705**
Project Expenditures				
Professional Services		$ 92,500		**$ 92,500**
Construction		1,787,499	9,706	**$ 1,797,205**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 1,879,999**	**$ 9,706**	**$ 1,889,705**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Municipal Facility Capital Projects

FC2516 **Public Library Roof Replacement, Building Envelope, and Design**

REVISION EXPLANATION

Funding transfer from FC2502 to FC2516 to cover increased cost estimate on FC2516.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Reserves	General Fund (100) Reserves	$ 500,000	$ 125,000	**$ 625,000**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 500,000**	**$ 125,000**	**$ 625,000**
Project Expenditures				
Engineering/Design		$ 35,000		**$ 35,000**
Construction		465,000	125,000	**$ 590,000**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 500,000**	**$ 125,000**	**$ 625,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Major Capital Equipment Capital Projects

IT2205 **SCADA System Upgrade**

REVISION EXPLANATION

Update the funding sources for this project to accurately reflect the origin of funds. ARPA funds have been fully expended meaning this project is now funded through ARPA interest earnings. These interest earnings will be transferred to the IT Capital Fund along with remaining expenses.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☐ No Change

During the winter storm in 2021 there was a power outage at a city facility where the current SCADA server is located. Moving this and upgrading to new hardware to another location with backup power and network redundancy will improve the system reliability.

Funding sources are comprised of $15,104 from ARPA Funds, $51,690 from IT Capital Fund (380) Reserves and $2,126 from Infrastructure Reserve Fund (341) Reserves.

Status update: This project is expected to be completed by May 2026.

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Federal/State Grants	ARPA Funds	$ 66,794	($ 51,690)	**$ 15,104**
Reserves	Infrastructure Reserve Fund (341) Reserves	2,126	0	**$ 2,126**
Reserves	IT Capital Fund (380) Reserves		51,690	**$ 51,690**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 68,920**	**$ 0**	**$ 68,920**
Project Expenditures				
Other		$ 68,920		**$ 68,920**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 68,920**	**$ 0**	**$ 68,920**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Capital Project Revision

Utility Capital Projects

IT2306 **GIS Infrastructure Data Update**

REVISION EXPLANATION

ARPA funds have been fully expended meaning this project is now funded through ARPA interest earnings. These interest earnings will be transferred to the IT Capital Fund along with remaining expenses.

PROJECT DESCRIPTION ☑ No Change

PROJECT JUSTIFICATION ☑ No Change

PROJECT STATUS ☑ No Change

	Original Start Date	2026 Revision	Original End Date	2026 Revision
Professional services				
Engineering/Design				
Land/ROW Acquisition				
Construction				
Other				

FINANCIAL DATA

		Adopted Budget Through FY 2026	Project Revision	Revised Budget Through FY 2026
FUNDING SOURCES				
Federal/State Grants	ARPA Grant Funds	$ 200,000	($ 33,352)	**$ 166,648**
Reserves	IT Capital Projects Fund (380)	0	33,352	**$ 33,352**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
(Select Funding Source)				**$ 0**
Total		**$ 200,000**	**$ 0**	**$ 200,000**
Project Expenditures				
Other		$ 200,000	$ 0	**$ 200,000**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
(Select Expenditure Type)				**$ 0**
Total		**$ 200,000**	**$ 0**	**$ 200,000**

IMPACT ON OPERATING BUDGET ☑ No Change

Annual Operating Impact	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Projected						**$ 0**

Form Version 2.0 - Last Updated 10/6/2025

Economic Development Capital Projects

Neighborhood Revitalization Program (NRP)

ED2302

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering				
Land/ROW Acquisition				
Construction	10/2022		09/2024	
Other				

REVISION EXPLANATION

Funding for ED2302 is no longer needed. Transferring the project savings to ED0801.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Economic Dev. CIP Fund (365) Reserves	$40,291	($40,291)	$0	$0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$40,291**	**($40,291)**	**$0**	**$0**	**$0**
PROJECT EXPENDITURES					
Professional Services	$40,291	($40,291)	$0	$0	**$0**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	0	0	0	0	**$0**
Other	0	0	0	0	**$0**
Total	**$40,291**	**($40,291)**	**$0**	**$0**	**$0**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

Economic Development Capital Projects

Business Improvement and Growth (BIG) Program

ED0801

PROJECT DESCRIPTION & JUSTIFICATION

PROJECT STATUS	ORIGINAL START DATE	2024/25 REVISION	ORIGINAL END DATE	2024/25 REVISION
Professional Services				
Engineering				
Land/ROW Acquisition				
Construction	10/2007		09/2028	
Other				

REVISION EXPLANATION

Funding for ED2302 is no longer needed. Transferring the project savings to ED0801.

FINANCIAL DATA

	ADOPTED BUDGET THRU 2024/25	PROJECT REVISION	REVISED BUDGET THRU 2024/25	REMAINING BALANCE	TOTAL PROJECT COST
FUNDING SOURCES					
Gas Fund (145) Reserves	$350,000	$0	$350,000	$0	**$350,000**
Economic Dev. CIP Fund (365) Reserves	0	40,291	40,291	0	**$40,291**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
	0	0	0	0	**$0**
Total	**$350,000**	**$40,291**	**$390,291**	**$0**	**$390,291**
PROJECT EXPENDITURES					
Professional Services	$0	$0	$0	$0	**$0**
Engineering/Design	0	0	0	0	**$0**
Land/ROW Acquistion	0	0	0	0	**$0**
Construction	350,000	40,291	390,291	0	**$390,291**
Other	0	0	0	0	**$0**
Total	**$350,000**	**$40,291**	**$390,291**	**$0**	**$390,291**

IMPACT ON OPERATING BUDGET

ANNUAL OPERATING IMPACT	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Projected						**$0**

NOTICE OF BUDGET PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the City Council of the City of North Richland Hills will hold two public hearings on the Proposed Fiscal Year 2027 Budget.

- The first public hearing will be held at 7:00 PM on Monday, August 24, 2026, at the North Richland Hills City Hall City Council Chambers, 4301 City Point Drive, North Richland Hills, Texas.
- The second public hearing will be held at 7:00 PM on Monday, September 14, 2026, at the North Richland Hills City Hall City Council Chambers, 4301 City Point Drive, North Richland Hills, Texas.

The Fiscal Year 2026 Proposed Budget will raise more total property taxes than last year's budget by $1,894,033 or 4.37%, and of that amount $231,600 is tax revenue to be raised from new property added to the tax roll this year.

If the FY 2027 Proposed Budget is adopted as it is currently proposed, the median-valued homestead property in the City of North Richland Hills is estimated to receive a property tax bill of $1,445.13. If a balanced budget funded at the no-new-revenue tax rate were adopted instead, that same property would receive a property tax bill of $1,390.01. In the current fiscal year, the same property is estimated to have received a property tax bill of $1,383.63.

Members of the public are encouraged to review the proposed budget information, and attend the hearing to express their views.

The increase in total property taxes indicated in this notice is subject to modification in accordance with Tax Code 26.012(10), 26.012(6), and 26.03(c).

The proposed budget is available for review and inspection in the office of the City Secretary at City Hall between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The proposed budget is also available at the City of North Richland Hills Public Library, Monday through Saturday, and on the City's website online at www.nrhtx.com.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Public Hearing on the Tax Year 2026 (Fiscal Year 2027) Proposed Tax Rate.

PRESENTER: Chase Fosse, Director of Budget & Research

SUMMARY:

The City Council is requested to conduct a public hearing on the proposed $0.555144 per $100 of valuation tax rate for Tax Year 2026 and receive public comment. No action is required at this hearing as it is being held for the purpose of receiving public comment.

GENERAL DESCRIPTION:

Per Section 26.05(d) of the Tax Code, the City Council cannot adopt a tax rate that exceeds the lower of the No-New-Revenue or Voter-Approval tax rates until a public hearing has been held on the proposed tax rate. To promote transparency and provide additional opportunities for public engagement, two public hearings are scheduled. The first public hearing is scheduled for Monday, August 24, 2026, at 7:00 PM, with the second public hearing on Monday, September 14, 2026, at 7:00 PM, both at North Richland Hills City Hall in the 3rd floor City Council Chambers, 4301 City Point Drive, North Richland Hills, Texas.

The 2026 Tax Year rates are as follows:

- Proposed tax rate: $0.555144 per $100 of valuation
- Voter-Approval tax rate: $0.560313 per $100 of valuation
- No-New-Revenue tax rate: $0.533968 per $100 of valuation

The proposed tax rate is $0.057303 higher than the adopted tax rate for TY 2025 of $0.497841. The vote to adopt the proposed tax rate of $0.555144 per $100 of valuation is scheduled to appear as an action item on the Monday, September 14, 2026, Council agenda during the 7:00 PM City Council meeting.

Individual taxpayers' property taxes may decrease, increase, or remain the same depending on the appraised value of their property. Senior and disabled property owners that have a tax ceiling (even if their property values have increased) will pay the same amount of property tax as the previous year unless their appraised property value decreased. The City encourages all residents to visit the Tarrant County property tax website at https://tarrant.trueprodigy-taxtransparency.com/ to view tax information for each individual property.

The City has welcomed public input regarding the proposed budget and property tax rate through the City's website, the Tarrant County property tax website (https://tarrant.trueprodigy-taxtransparency.com/), e-mail, and social media. All comments received through 4:00 PM on August 24, 2026, will be provided to City Council during the August 24, 2026, City Council meeting.

RECOMMENDATION:

Conduct a public hearing to receive comments on the Tax Year 2026 (Fiscal Year 2027) Proposed Tax Rate.

NOTICE OF TAX RATE PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the City Council of the City of North Richland Hills will hold two public hearings on the Proposed Tax Rate for the 2026 Tax Year.

- The first public hearing will be held at 7:00 PM on Monday, August 24, 2026, at the North Richland Hills City Hall City Council Chambers, 4301 City Point Drive, North Richland Hills, Texas.
- The second public hearing will be held at 7:00 PM on Monday, September 14, 2026, at the North Richland Hills City Hall City Council Chambers, 4301 City Point Drive, North Richland Hills, Texas.

PROPOSED TAX RATE	$0.555144	per $100
NO-NEW-REVENUE TAX RATE	$0.533968	per $100
VOTER-APPROVAL TAX RATE	$0.560313	per $100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for the City of North Richland Hills from the same properties in both the 2025 tax year and the 2026 tax year.

The voter-approval tax rate is the highest tax rate that the City of North Richland Hills may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of North Richland Hills is proposing to increase property taxes for the 2026 tax year.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of North Richland Hills is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of the City of North Richland Hills at their offices or by attending the public hearings mentioned above.

A public meeting to vote on the proposed tax rate will be held on Monday, September 14, 2026, at 7:00 PM at the City Hall City Council Chambers, 4301 City Point Drive, North Richland Hills, Texas.

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider the award of RFB 26-017 to Quality Excavation, LLC for the Main Street Road Project (ST1102), from Smithfield Road to Davis Boulevard, in the amount of $4,030,707.39, including Alternate #1 and Alternate #2, and authorize the City Manager to execute the related construction agreement.

PRESENTER: Nathan Frohman, City Engineer

SUMMARY:

The City Council is being asked to award RFB 26-017 to Quality Excavation, LLC, and authorize the City Manager to execute the related construction agreement for the Main Street Project (ST1102).

GENERAL DESCRIPTION:

The Main Street Streetscaping & Snider Street Extension Project will reconstruct Main Street, Snider Street and Center Street near the Smithfield Station, located within the Smithfield Transit Oriented Development. Main Street is an existing street that lacks pedestrian infrastructure such as sidewalks, street furniture, lighting and trees. Snider Street and Center Street both intersect with Main Street and will be reconstructed as pedestrian friendly streets. A significant portion of the funds for this project come from a North Central Texas Council of Governments (NCTCOG) grant.

The specific scope of work for the project consists of the following key components. In addition to the roadway and pedestrian pavement, the project scope will include TOD recommendations for street lights and street trees.

- Reconstruction of Main Street between Davis Blvd. and Smithfield Rd. with on-street parking and sidewalks
- Reconstruction of Snider Street south of Main Street with on-street parking and sidewalks
- Reconstruction of Center Street south of Main Street with on-street parking and sidewalks
- Construction of a sidewalk along the west side of Davis Blvd. (FM1938) from Main Street to Odell Street.

The project was structured with a base plus alternate format to provide an option for a slight expansion of project scope at the discretion of the City Council if the alternate(s) are deemed to be worth the additional expense. The base bid includes all core project components: paving, utility adjustments, pedestrian facilities, traffic control, and so forth.

Because Alternates #1 and #2 are complementary strategies designed to work in tandem, staff recommends approving both alternates if Council elects to proceed with either option.

- **Alternate #1: Flexible Base Material in-lieu of Lime Stabilized Subgrade**
  This alternate utilizes a flexible base material in a specific section of the roadway rather than the standard lime stabilized subgrade. This modification specifically targets the area near the large tree located within the right-of-way at the southeast corner of Main Street and Snider Street. Flexible base serves as a direct 1:1 functional substitute for lime stabilization while being less destructive to the tree's root system. While this method cannot guarantee the tree's ultimate survival, it provides a higher likelihood of preservation.
- **Alternate #2: Trenchless Water Line Installation (Boring) in-lieu of Open Cut**
  This alternate converts the proposed water line reconstruction method from the base bid method of open cutting to a trenchless boring method. Similar to Alternate #1, this method is designed to mitigate impact on the large tree at the intersection of Main Street and Snider Street. Boring underneath the root system minimizes ground disturbance and potential root severance. While tree survival cannot be guaranteed, trenchless installation offers the best available construction practice to preserve the tree.

Notice of the city's intent to bid was advertised in local newspapers, as required by state statute, and posted on the city's website. Bid specifications were viewed on the city's website by multiple entities. The project received 14 bids, which were opened during the July 7, 2026, bid opening. The bids are provided below:

Company Name	Base Bid	Alt Bid #1	Alt Bid #2	Base Bid + Alt Bid #1 + Alt Bid #2
Quality Excavation, LLC **	$3,987,557.39	$2,400.00	$40,750.00	$4,030,707.39
McMahon Contracting, L.P.	$4,025,544.89	$4,162.80	$31,180.00	$4,060,887.69
DDM Construction Corporation	$4,126,706.00	$5,560.00	$24,000.00	$4,156,266.00
Axis Contracting Inc	$4,278,369.64	$6,644.08	$39,490.00	$4,324,503.72
A & D Paving LLC	$4,315,431.65	$5,520.00	$8,750.00	$4,329,701.65
McClendon Construction Co	$4,346,442.40	$2,880.00	$25,000.00	$4,374,322.40
Tiseo Paving Company	$4,355,476.50	$7,520.00	$30,500.00	$4,393,496.50
SYB Construction Company Inc	$4,359,588.63	$4,520.00	$50,000.00	$4,414,108.63
Rebcon LLC	$4,466,353.00	$5,400.00	$27,500.00	$4,499,253.00
XIT Paving Construction Inc	$4,730,730.50	$7,360.00	$12,500.00	$4,750,590.50
Jackson Construction	$4,860,308.00	$6,220.00	$17,250.00	$4,883,778.00
Pavecon Public Works	$4,942,939.93	$6,960.48	$19,827.00	$4,969,727.41
Ragle Inc	$5,505,128.09	$3,142.24	$22,800.00	$5,531,070.33
J&L Construction LLC	$5,861,154.91	$8,174.12	$7,751.00	$5,877,080.03

****- Low Bid in all scenarios.**

The design engineer and city staff recommend awarding the Base Bid plus Alternate #1 and Alternate #2 to the lowest responsible bidder: Quality Excavation, LLC. They have

successfully completed the Bedford Euless Road Project and the Glenview Drive West Project; both projects within the 2020 Bond Program.

Funding for this project is available in the FY 2026 Capital Projects Budget in the Main Street Streetscaping & Snider Street Extension Project (ST1102) and the Main, Snider, and Center Utility Project (UT1902). NCTCOG's total project contribution is $2,223,100 to be used to cover up to 80% of project costs inclusive of design, ROW and construction, but excluding city utility costs. Because actual costs exceed the original grant award, the actual contribution level is estimated at 53% of eligible project costs.

Work will begin later this year. The contract allows 12 months for construction to be completed.

RECOMMENDATION:

Award RFB 26-017 to Quality Excavation, LLC, for construction of the Main Street Streetscaping & Snider Street Extension Project (ST1102) in the amount of $4,030,707.39 and authorize the City Manager to execute the related construction agreement.

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the 24th day of August, 2026, by and between the CITY OF NORTH RICHLAND HILLLS, a municipal corporation, of the County of Tarrant and State of Texas, hereinafter called "OWNER" and Quality Excavation, LLC of the City of Aubrey, County of Denton and State of Texas hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents. The Work is described as follows:

MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD)

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the price or prices shown in the bidder's proposal, which total the following amount:

FOUR MILLION THIRTY THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND THIRTY-NINE CENTS ($ 4,030,707.39) (“Contract Price”).

ARTICLE 3. CONTRACT TIME / TERMINATION / LIQUIDATED DAMAGES.

Unless otherwise stated in this agreement, **time shall be considered of the essence.**

a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shopping space, breakdowns, delays of carriers or suppliers, and preexisting governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her and City Council's acceptance thereof.

b. When **time is not of** the essence, this agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of any event described above.

c. **As time is of the essence on this contract**, CONTRACTOR agrees to commence work under this contract within ten (10) days from the date specified in the "Notice to Proceed" and complete each phase of construction within the durations specified in the following table. The durations specified are consecutive calendar days and are subject to such extensions of time as are indicated in the Special Provisions. Each subsequent phase after Phase 1 (Phase 2, 3, & 4) shall start immediately following the previous phase. There shall be no stopping of work or delay of work between phases.

Traffic Control Phase	Duration (Calendar Days)	Anticipated Start Timeframe
Phase 1 *Site Prep, Erosion Control, & Installation of underground utilities (storm, sewer, water) along Main Street.*	100 Days	Within 10 days from date on "Notice to Proceed"
Phase 2 *Installation of paving and street light improvements along Main Street.*	160 Days	Immediately after Phase 1 is complete
Phase 3 *Installation of Davis Blvd Sidewalk and Retaining Wall*	80 Days	Immediately after Phase 2 is Complete
Phase 4 *Installation of Landscape Improvements & Final Closeout*	25 Days	Immediately after Phase 3 is Complete
Final Acceptance	Within 365 days from date on "Notice to Proceed"	

Any modifications to the durations provided for each phase of construction must be agreed upon in writing by the CONTRACTOR and the OWNER. Additionally, CONTRACTOR agrees to totally complete work within **365** consecutive calendar days after the date specified in the "Notice to Proceed," subject to such extensions of time as are indicated in the Special Provisions.

d. Milestones included in this contract are as follows:
   1) **Completion of Traffic Control Phase 1** as described in the Project Manual within 100 calendar days and starting within 10 days from the date on the "Notice to Proceed" (subject to such extensions of time as are indicated in the Special Provisions). For purposes of this section, to consider completed, all construction activities included in project phasing must:
      a. be in place;
      b. be functional;
      c. all temporary and permanent water and sewer connections and appurtenances shall be operational as determined by the OWNER;
      d. all storm drain pipes, inlets, and structures within Phase 1 must be installed as determined by the OWNER;
      e. outfall storm drain connection must be complete as determined by the OWNER;
      f. all temporary surfaces must be smooth and traversable by property owners;
      g. all proposed pavement within Phase 1 shall be paved and traversable, AND;

h. all erosion control devices shall be inspected, repaired, and/or modified as needed.

In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 1 to the OWNER's satisfaction.

2) **Completion of Traffic Control Phase 2** as described in the Project Manual within 160 calendar days starting from the completion of Traffic Control Phase 1 (subject to such extensions of time as are indicated in the Special Provisions).
   a. be in place;
   b. be functional;
   c. all temporary and permanent water and sewer connections and appurtenances shall be operational as determined by the OWNER;
   d. all storm inlets, and structures within Phase 2 must be completed and operational as determined by the OWNER;
   e. all temporary surfaces must be smooth and traversable by property owners;
   f. all proposed pavement and hardscape features within Phase 2 shall be paved and traversable as determined by the OWNER;
   g. all lighting enhancements shall be installed, wired, and in operation as determined by the OWNER;
   h. all proposed striping, markings, and signs shall be installed, AND:
   i. all erosion control devices shall be inspected, repaired, and/or modified as needed.

   In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 2 to the OWNER's satisfaction.

3) **Completion of Traffic Control Phase 3** as described in the Project Manual within 80 calendar days starting from the completion of Traffic Control Phase 2 (subject to such extensions of time as are indicated in the Special Provisions).
   a. be in place;
   b. be functional;
   c. all storm drain pipes, inlets, and structures within Phase 3 must be completed and operational as determined by the OWNER;
   d. all proposed pavement within Phase 3 shall be paved and traversable;
   e. all erosion control and traffic control devices shall be removed and the site is cleaned.

In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 3 to the OWNER's satisfaction.

4) **Completion of Traffic Control Phase 4** as described in the Project Manual within 25 calendar days starting from the completion of Traffic Control Phase 3 (subject to such extensions of time as are indicated in the Special Provisions).
    a. be in place;
    b. be functional;
    c. all landscaping features shall be installed;
    d. all irrigation shall be installed and operational as determined by the owner, AND;
    e. all erosion control and traffic control devices shall be removed and the site is cleaned.

    In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 4 to the OWNER's satisfaction.

Calendar Days is defined as any day of the week or month; no days being excepted, such as, Saturdays, Sundays, holidays and inclement weather days. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. OWNER shall determine when such action is necessary.

Extensions of time due to weather delays shall be determined in accordance with the following formula:

E = R – P where R is greater than or equal to P, and

E = Extra Precipitation Days
P = Average Precipitation Days
R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month	Jan	Feb	Mar	Apr	May	June
Number of Days	6	6	7	7	8	6
Month	July	Aug	Sept	Oct	Nov	Dec
Number of Days	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation days shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed. This contract time is both multi-tiered and cumulative.

e. **Liquidated Damages.** The CONTRACTOR further agrees to pay the following as liquidated damages:

(1) $1,000 per Calendar Day for any unfinished work beyond **365** consecutive calendar days after the “Notice to Proceed” issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER

(2) It is understood between the parties hereto that these sums shall be treated as liquidated damages and not as a penalty, and the OWNER may withhold from the CONTRACTOR's compensation such sums as liquidated damages.

The parties consider the CONTRACTOR’s failure to complete performance of the entire contract within the 365th calendar day after the “Phase I Notice to Proceed” date a substantial breach of this agreement, and the amount of liquidated damages set forth herein is a reasonable and fair estimate of just compensation for CONTRACTOR’s failure to timely perform the contract.

If there is any conflict between any provision of this Article 3, and any other

Provision in this agreement, or in any attachment hereto or any other Contract Document, this Article 3 shall control.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars ($ 400,000). Five percent (5%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars ($ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.

d. The OWNER shall be provided a list of subcontractors who are to be paid $10,000 or more. The CONTRACTOR must ensure that such subcontractors meet the requirements as outlined in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq), execute required assurances and provide the OWNER a copy of the signed assurance of all such subcontractors prior to final payment. In the event of a claim of $10,000 or more against the CONTRACTOR by a subcontractor under this section, no further payment shall be processed unless and until each required subcontractor assurance is provided the OWNER.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties

hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this contract nor excuse nonperformance or delay on his/her part.

ARTICLE 10. VENUE.

This contract shall be governed by the laws of the State of Texas. Venue for any court proceedings shall be in Tarrant County, Texas.

ARTICLE 11. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

(1) This Agreement
(2) Addendum(s)
(3) "Notice to Bidders" advertisement
(4) Bidder's Proposal
(5) Special Instruction to Bidders
(6) Performance, Payment and Maintenance Bonds
(7) Certification of Insurance
(8) Notice to Proceed
(9) Technical Specifications
(10) City of North Richland Hills' Public Works Design Manual
(11) Special Provisions
(12) General Provisions
(13) Project Construction Plans/Drawings
(14) Special Material and/or Equipment Specifications
(15) Special Material and/or Equipment Drawings
(16) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017
(17) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (TxDOT Specifications)
(18) North Central Texas Council of Government references

ARTICLE 11. DEFAULT

OWNER may declare CONTRACTOR in default of this Contract in the event Contractor fails to comply with the terms and conditions set forth in this Contract or any of the Contract Documents.

ARTICLE 12. SUBCONTRACTORS

Any subcontractor who furnishes labor or materials to fulfill an obligation to CONTRACTOR under this Contract or who performs all or part of the work required by this Contract, must comply with all notice and filing requirements of Texas Property Code, Chapter 53 in order to perfect a mechanic's, contractor's or materialman's lien. If a subcontractor complies with Chapter 53 of the Texas Property Code, Owner shall be authorized to withhold payment from the CONTRACTOR for payment of the claim. Owner shall release any such payment to the CONTRACTOR upon written notice and sufficient documentation to Owner from subcontractor that the claim has been paid or otherwise settled.

IN TESTIMONY WHEREOF, the CITY OF NORTH RICHLAND HILLS has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor or City Manager, duly authorized to execute this instrument by action of the City Council and_____ a corporation, partnership, individual
(Name of Contractor) ***("X" out the inappropriate wording)***
acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

CITY OF NORTH RICHLAND HILLS:	**CONTRACTOR:**
By: _____	By: _____
Paulette Hartman	Name: _____
City Manager	Title: _____
Date: _____	Date: _____
ATTEST:	**ATTEST:**
By: _____	By: _____
Alicia Richardson	Name: _____
City Secretary/Chief Governance Officer	Title: _____

APPROVED TO FORM AND LEGALITY:

By: _____

Bradley A. Anderle, City Attorney

CONTRACT DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS
FOR

MAIN STREET SMITHFIELD PAVING, WATER, SEWER, STORM, ILLUMINATION, AND LANDSCAPE IMPROVEMENTS (SMITHFIELD RD TO DAVIS BLVD)

FOR THE

CITY OF NORTH RICHLAND HILLS

MAY 2026

City of North Richland Hills
Public Works Department

Project RFB 26-017

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SECTION I

NRH PURCHASING GUIDANCE

NORTH RICHLAND HILLS

NRH

THE CITY OF CHOICE

PURCHASING DEPARTMENT

REQUEST FOR BID

26-017

MAIN STREET SMITHFIELD

PAVING, WATER, SEWER, STORM, ILLUMINATION, AND LANDSCAPE IMPROVEMENTS

(SMITHFIELD RD TO DAVIS BLVD)

BIDS DUE TUESDAY, JUNE 23, 2026

BY 2:00 P.M.

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INVITATION TO BID

The City of North Richland Hills is accepting sealed bids from all interested parties for:

- Bid Number: 26-017
- Bid Type: REQUEST FOR BID
- Bid Name: MAIN STREET SMITHFIELD PAVING, WATER, SEWER, STORM, ILLUMINATION, AND LANDSCAPE IMPROVEMENTS (SMITHFIELD RD TO DAVIS BLVD)
- Bid Due Date: Tuesday, June 23, 2026
- Bid Due Time: 2:00 P.M. Central Standard Time
- Pre-Bid Conference: 10:00 A.M. Central Standard Time, Tuesday, June 02, 2026
- Location: Community Room, 4301 City Point Dr, North Richland Hills, TX 76180
- Deadline for questions:
  Date: Friday, June 12, 2026
  Time: 12:00 P.M. Central Standard Time

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA:

www.publicpurchase.com

No oral explanation in regards to the meaning of the specifications will be made, and no oral instructions will be given after the pre-bid meeting and before the award of the contract. Requests from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing as a question related to this bid on Public Purchase and the question will be answered on Public Purchase. All addendums will also be posted to Public Purchase. It will be the vendor's responsibility to check all information related to this bid on Public Purchase before submitting a response.

All bid responses must be turned in complete from cover page to end of Section 2 – pages in order. Should any page not be filled out (in Section 2 based on Qualification of Bidders), that page is still required to be a part of the bid response; however, Contractor to write 'to be provided with Contract Documents if awarded to the construction contract."

The City of North Richland Hills reserves the right to reject in part or in whole all bids submitted, and to waive any technicalities for the best interest of the City of North Richland Hills.

GENERAL CONDITIONS

In submitting this bid, the Bidder understands and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

1. BID TIME

It shall be the responsibility of each Bidder to ensure his/her bid are submitted to the Public Purchase website on or before **2:00 P.M. Tuesday, June 23, 2026**. The official time shall be determined by the Public Purchase Website. The Public Purchase Website will NOT allow bid responses to be uploaded after the closing time.

All attached bid documents are to be returned completely filled out, totaled, and signed. The City of North Richland Hills will not accept any bid documents other than the attached.

2. WITHDRAWING BIDS/PROPOSALS/QUOTES

Bids may be withdrawn at any time prior to the official opening; request for non-consideration of bids must be made in writing to the Purchasing Manager and received prior to the time set for opening bids. The bidder warrants and guarantees that his/her bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes. Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids.

3. IRREGULAR BIDS/PROPOSALS/QUOTES

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City.

4. REJECTION/DISQUALIFICATION

Bidders will be disqualified and/or their bids rejected, among other reasons, for any of the specific reasons listed below:

a) Bid received after the time set for receiving bids as stated in the advertisement;
b) Reason for believing collusion exists among the Bidders;
c) Bid containing unbalanced value of any item; bid offering used or reconditioned equipment;
d) Where the bidder, sub-contractor or supplier is in litigation with the City of North Richland Hills or where such litigation is contemplated or imminent;
e) Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
f) Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
g) Bid containing special conditions, clauses, alterations, items not called for or irregularities of any kind, which in the Owner's opinion may disqualify the Bidder.

However, the City of North Richland Hills reserves the right to waive any irregularities and to make the award in the best interest of the City of North Richland Hills.

5. BID EVALUATION

Award of bid, if it be awarded, will be made to the lowest responsible bidder or may be awarded to the bidder that offers the goods and/or services at the *best value* for the City (Texas Local Government Code, 252.043). In determining the best value the City will consider the following:

a) The purchase price; terms and discounts; delivery schedule;
b) The reputation of the bidder and of the bidder's goods or services;
c) The quality of the bidders' goods or services;
d) The extent to which the bidder's goods or services meet the City specifications and needs;
e) The bidder's past relationship with the City;
f) Total long term cost to the city to acquire the bidder's goods or services;
g) Any relevant criteria specifically listed in the specifications;
h) Compliance with all State and local laws, General Conditions and Specifications;
i) Results of testing, if required;
j) Warranty and/or guarantee, maintenance requirements and performance data of the product requested;
k) City's evaluation of the bidder's ability to perform to specifications.

6. AWARD OF BID

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of North Richland Hills reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted bid documents shall not be available for inspection until after the award has been made by the City Council. Requests for this information must be submitted in writing.

7. ASSIGNMENT

The successful bidder may not assign his/her rights and duties under an award without the written consent of the North Richland Hills City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

8. SUBSTITUTIONS/EXCEPTIONS

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with bid. NO substitutions or changes in the specifications shall be permitted after award of bid without prior written approval by the Purchasing Manager.

9. DELIVERY/ACCEPTANCE

The delivery date is an important factor of this bid and shall be considered during the evaluation process. The City considers delivery time the period elapsing from the time the order is placed until the City receives the order at the specified delivery location. All

material shall be delivered F.O.B. City of North Richland Hills to the address specified at the time of order. Acceptance by the City of North Richland Hills of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied, nor shall it be considered an acceptance of material not in accordance with the specifications thereby waiving the City of North Richland Hills right to request replacement of defective material or material not meeting specifications.

10. NOTICE OF DELAYS

Whenever the contractor encounters any difficulty which is delaying or threatens to delay timely performance, written notice shall immediately be given to the Purchasing Manager, stating all relevant information. Such notice shall not in any way be construed as a waiver by the City of any rights or remedies to which it is entitled by law. Delays in performance and/or completion may result in cancellation of agreement.

11. SALES TAX

The City of North Richland Hills is exempt from Federal Excise and State sales tax; therefore tax must not be added to bid.

12. TIE BIDS

In the event of a tie bid, State Law provides the bid or contract shall be awarded to the local bidder. In cases where a local bidder is not involved, tie bids shall be awarded by drawing lots at the City Council meeting, or as otherwise directed by the Mayor.

13. BRAND NAME OR EQUAL

If items are identified by a "brand name" description, such identification is intended to be descriptive, not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. As used in this clause, the term "brand name" includes identification of products by make and model.

Such products must be clearly identified in the bid as an equal product and published specifications of the equal products offered must be included with the bid reply.

Bids offering equal products will be considered for award if determined by the Purchasing Manager and the user department to be equal in all material respects to the brand name products referenced. The decision of acceptable “equal" items or variations in the specifications will solely be the City of North Richland Hills. Unless the bidder clearly indicates in his/her bid that he is offering an "equal" product, his bid shall be considered as offering the brand name product referenced in the invitation for bids.

14. REFERENCES

A minimum of three (3) references, preferably located within the Dallas/Fort Worth Metroplex, must be submitted with each bid. Company name, contact and phone number must be included with each reference.

15. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS

No employee of the City of North Richland Hills shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City (CMA-074, Standards of Conduct, Section IV).

16. TERMINATION/NON PERFORMANCE

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the City. The City of North Richland Hills reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1.) Meet delivery schedules or, 2.) Otherwise not perform in accordance with these specifications.

Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation without cause.

17. ATTORNEYS FEES

Neither party to this contract shall be entitled to attorney fees for any matter arising under this contract, whether for additional work, breach of contract, or other claim for goods, services, or compensation. All claims for attorney's fees are hereby WAIVED.

18. INDEMNITY

City shall not be liable or responsible for, and shall be saved and held harmless by Contractor from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including claims for copyright and patent infringement, and including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Contractor under this agreement, including claims and damages arising in part from the negligence of City, without; however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Contractor to indemnify and protect City from the consequences of City's own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of City is a contributory cause of the resultant injury, death, or damage, and shall have no application when the negligent act of City is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of another person or entity. Contractor further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and noncontributory as to any insurance maintained by the City for its own benefit, including self-insurance.

19. PERFORMANCE AND PAYMENT BONDS

In the event the total contract amount exceeds $100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds $50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contact price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the City of North Richland Hills. No exceptions to this provision allowed.

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

20. INTERLOCAL AGREEMENT

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

[ ] Yes, we agree [ ] No, we do not agree

21. ELECTRONIC PROCUREMENT

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

22. COMPLIANCE WITH SB 89:

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

[ ] Yes, we agree [ ] No, we do not agree

23. COMPLIANCE WITH SB 252:

Vendor agrees per SB 252 of the 85th Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

[ ] Yes, we agree [ ] No, we do not agree *

* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

24. ETHICS AND COMPLIANCE POLICY

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId

[ ] I agree
[ ] I do not agree

25. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of $100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

26. COMPLIANCE WITH CHAPTER 2274

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of $100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

MINIMUM INSURANCE REQUIREMENTS

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

General Contracts for Services:
Service work, and general maintenance agreements, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit A for insurance language to include in general contracts for services

Professional Services:
Consultants or other professionals including: accountants, attorneys, architects, engineers, medical professionals, medical services, etc.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability or equivalent Errors & Omissions (appropriate to Contractor's profession)

See Exhibit B for insurance language to include in professional services contracts

Construction:
Building contractors for construction projects.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable for design function)

- ☐ Builder's Risk (required for new or existing property under construction)
- ☐ Payment and Maintenance Bond (if applicable)

See Exhibit C for insurance language to include in construction contracts

Information Technology/Network Access Services:
For the purchasing and installation of technology-related software and equipment or contracting services that support, maintain or interact with the CITY'S technology systems.

- ☐ Commercial General Liability
- ☐ Automobile Liability
- ☐ Workers' Compensation & Employer's Liability
- ☐ Professional Liability (if applicable)
- ☐ Cyber Liability

See Exhibit D for insurance language to include in IT/network access services agreements

Standard Minimum Required Insurance Coverage

Insurance Type	Limit	Provision
Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage
	For Construction Projects: $2,000,000 Each Occurrence $4,000,000 Aggregate	
Automobile Liability	$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements	Waiver of subrogation in favor of City
Employer's Liability	$500,000 injury - each accident $500,000 disease - each employee $500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	$1,000,000 Each Occurrence	
Builder's Risk (required for new or existing property under construction)	100% Value	
Cyber Liability	$1,000,000 Each Occurrence	
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

EXHIBIT A

GENERAL CONTRACTS FOR SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT B

PROFESSIONAL SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, describe type of services, with a limit no less than $1,000,000 per occurrence or claim.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

EXHIBIT C

CONSTRUCTION

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (if contract involves design work)

CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than $1,000,000 per occurrence or claim

E. Builder's Risk

CONTRACTOR shall maintain Builder's Risk Insurance providing All-Risk (Special Perils) coverage in an amount equal to one hundred percent (100%) of the completed value of the project in question and no coinsurance penalty provisions. The policy shall list the CITY as loss payee as their interests may appear.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

EXHIBIT D

INFORMATION TECHNOLOGY/NETWORK ACCESS SERVICES

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

A. Workers' Compensation and Employer's Liability Insurance:

Workers' Compensation	Texas Statutory
Employer's Liability	$500,000 injury - each accident
	$500,000 disease - each employee
	$500,000 disease - policy limit

B. Commercial General Liability:

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

C. Automobile Liability:

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than $1,000,000 per accident for bodily injury and property damage.

D. Professional Liability (Errors and Omissions)

If appropriate for CONTRACTOR'S work, CONTRACTOR shall maintain Professional Liability (or equivalent) errors and omissions insurance appropriate to the CONTRACTOR'S profession, with a limit no less than $1,000,000 per occurrence or claim.

E. Cyber Liability

CONTRACTOR shall maintain cyber liability (or equivalent) insurance. Such insurance shall provide limits of no less than $1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the CONTRACTOR.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Other Insurance Requirements - To Be Included As Applicable

CONTRACTORs who serve or distribute liquor:

Liquor Legal Liability - CONTRACTOR shall maintain Liquor Legal Liability coverage covering the selling, serving, or furnishing of any alcoholic beverage performed by CONTRACTOR, or on its behalf. Such insurance shall provide limits of no less than $1,000,000.00 per occurrence.

CONTRACTORs who hold long-term leases:

Property Insurance – LESSEE shall maintain Property Insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision. The CITY shall be added as a Loss Payee to the policy as interests may appear.

CONTRACTOR's whose work involves chemicals or otherwise has a pollution exposure:

Contractors' Pollution Liability (or equivalent) – CONTRACTOR shall maintain Contractors' Pollution Liability with limits no less than $1,000,000.00 per occurrence or claim and $2,000,000 policy aggregate.

CONTRACTORs who take possession of City or public vehicles (e.g., parking lots operators, auto repair shops):

Garage Keepers Liability (or equivalent) – CONTRACTOR shall maintain Garage Keepers Liability or equivalent coverage for applicable property while in the CONTRACTOR'S care, custody or control. Coverage must include Comprehensive and Collision coverage. Such insurance shall provide limits equal to no less than the total value of CITY or public property in the CONTRACTOR'S care, custody and control at any one time.

CONTRACTORs who own and operate unmanned aircraft (drones):

UAS Liability (or equivalent) - CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Systems (Drones). Coverage must include limits no less than $1,000,000 per occurrence and $2,000,000 aggregate.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____ County of _____

_____ verifies that:
(Name)

(1) He/She is owner, partner, officer, representative, or agent of

_____, has submitted the attached bid: (Company Name)

(2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;

(3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

_____
SIGNATURE

_____
PRINTED NAME

Subscribed and sworn to before me this

_____ Day of _____ 20__.

_____
NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires: _____

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;

b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;

c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;

d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: _____

ADDRESS: _____

CITY, STATE & ZIP: _____

TELEPHONE: _____

FAX _____

EMAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:
The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

1) Use the application to enter the required information on Form 1295,
2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
3) Contract Number should be the Bid/RFP Number and Bid Title.
4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
5) Either include your personal information or have the form notarized,
6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872
http://www.window.state.tx.us/procurement/prog/hub/hub-certification/

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
http://www.nctrca.org/certification.html

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ **Fax No.** _____

Email address: _____

INDICATE ALL THAT APPLY:

_____**Minority-Owned Business Enterprise**
_____**Women-Owned Business Enterprise**
_____**Disadvantaged Business Enterprise**

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	**Term, Condition or Specification**	**Exception/Proposed Modification**	**Disposition (For City of NRH Use Only)**
			City Response: ____ Accepted ____ Not Accepted ____ Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFB, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RPF process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

The Contractor shall refer to the following for additional project specifications and relevant details:

1. MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD) CONTRACT
2. MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD) SIGNED/SEALED PLANS

SECTION II

BIDDING DOCUMENTS

NOTICE TO BIDDERS

UPLOADED BIDS on forms prepared by the Engineer will be received by the office of the Purchasing Manager of the City of North Richland Hills until **2:00 p.m. on Tuesday, June 23, 2026** for furnishing all labor, material, equipment and the performance of all work required for:

MAIN STREET SMITHFIELD
PAVING, WATER, SEWER, STORM, ILLUMINATION, AND LANDSCAPE IMPROVEMENTS
(SMITHFIELD RD TO DAVIS BLVD)

COMPLETED BID FORMS DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY VIA: www.publicpurchase.com at which time and place the bids will be publicly opened, read aloud and retained by the Public Works Department for tabulation, checking and evaluation. The "as read" bid results will be posted on www.publicpurchase.com

COMPLETED BID FORMS shall be accompanied by a Bid Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACISIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to The City of North Richland Hills, and in the amount of five percent (5%) of the total amount of the largest amount bid as a guarantee that if the bid is accepted, the bidder will execute the Contract and furnish the required Bonds, within the time-frame indicated in the Bid Form, to the City of North Richland Hills.

BIDDERS should carefully examine the plans, specifications and other documents; visit the site of the work; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof. Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should he/she be in doubt as to the meaning, he/she should at once notify the Purchasing Manager and obtain clarification prior to submitting any bid.

PLANS AND SPECIFICATIONS can be downloaded from ***Public Purchase*** (see below).

A NON-MANDATORY PRE-BID CONFERENCE will be held at **10:00 a.m. on Tuesday, June 02, 2026**, at **Community Room, 4301 City Point Dr, North Richland Hills, TX 76180**.

PUBLIC PURCHASE: Bidders are encouraged to register with the City of North Richland Hills Purchasing Manager, Camille Alford, via email at purchasing@nrhtx.com. All Bidders who have registered with Public Purchase (http://www.publicpurchase.com) will receive automatic email notifications pertaining to this Bid, such as addendums and other related information released subsequent to the initial release of plans, specifications, bid forms, and contract documents. **It is the sole responsibility of the Bidder to register as a planholder with the City of North Richland Hills. Questions pertaining to this project should be submitted via Public Purchase where the bid is advertised.**

Minimum wage rates to all laborers and mechanics on the project must not be less than as provided in the Contract Documents and Wage Provisions must particularly comply with all other applicable wage laws of the State of Texas.

The right is reserved, as the interest of the City of North Richland Hills may require, to reject any and all bids, to waive any informality in the bids received, and to select a bid best suited to the City of North Richland Hills' best interest.

In case of ambiguity or lack of clearness in stating bid prices, the City of North Richland Hills reserves the right to adopt the most advantageous construction thereof, or to reject any or all bids. No bid may be withdrawn within sixty (60) days after the date on which bids are opened.

SUMMARY OF WORK: Main Street will be reconstructed from Smithfield Road to Davis Boulevard including concrete pavement, concrete sidewalk, street furniture, lighting, trees, drainage, water, and sewer improvements. A concrete sidewalk/trail will be constructed along Davis Boulevard from Main Street to Odell Street.

CITY OF NORTH RICHLAND HILLS

Camille Alford
Purchasing Manager

ADVERTISEMENT DATES:

- **May 22, 2026**
- **May 29, 2026**

SPECIAL INSTRUCTIONS TO BIDDERS

1. BID SECURITY:

A certified check or cashier's check or acceptable bidder's bond made payable to the City of North Richland Hills, Texas, in an amount of five percent (5%) of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required.

2. QUALIFICATION OF BIDDERS:

No pre-qualification of bidders is required. However, in consideration of the bids, the City of North Richland Hills may require bidders to furnish a written experience record and a financial statement or the most recent audited financial statement of the firm. The City of North Richland Hills reserves the right to use these items of data to influence a decision as to the award of the contract. Bidders need not submit a statement of financial condition unless requested to do so by the City of North Richland Hills. Contractors are required to submit the Experience and Current Workload page shown on page II-9, showing that the following items will be met:

- At a minimum, the general contractor shall show minimum 3 projects in similar size and scope completed within the last 10 years and provide reference contact information.

3. CONFLICT OF INTEREST QUESTIONNAIRE:

Bidders are required to complete the Conflict of Interest Questionnaire and to submit this completed form along with their bid form documents.

4. WAGE RATES:

Attention is called to the fact that not less than the prevailing wage rates as hereinafter set forth in the Special Provisions of these Contract Documents, which are made a part hereof, must be paid on this project.

5. PRE-BID CONFERENCE:

A non-mandatory pre-bid conference will be held at 10:00 A.M. Central Standard Time Tuesday, June 02, 2026, at Community Room, 4301 City Point Dr, North Richland Hills, TX 76180.

6. BONDS:

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project. Additionally, a two (2) year maintenance bond, in the amount of not less than twenty percent (20%) of the final contract price, will be required on this project.

7. POWER OF ATTORNEY:

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

8. STANDARD SPECIFICATIONS:

All work required by this project shall be in accordance with the “Public Works Design Manual” adopted by the City of North Richland Hills and the “Public Works Construction Standards - North Central Texas” adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition (November 2017), except as modified in the Contract Documents. Where a conflict exists between the “Public Works Design Manual” and the “Public Works Construction Standards - North Central Texas”, the “Public Works Design Manual” shall govern. Copies of both of these standards are included in the Contract Documents by reference and are made a part thereof. Omission of any section from this project's Contract Documents does not mean that such section is not applicable to this project.

9. UNIT PRICE CONTRACT:

The contract for this project is a "Unit Price" Contract. As such, the City of North Richland Hills reserves the right to add and/or delete quantities to specific pay items. The City of North Richland Hills may further delete an entire unit price pay item if the City of North Richland Hills desires. The City of North Richland Hills reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the City of North Richland Hills for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the City of North Richland Hills but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The City of North Richland Hills reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

10. MEASUREMENT AND PAYMENT:

The basis of payment for the pay items noted in the proceeding pages shall be full compensation for furnishing all labor, materials, equipment and incidentals required to complete the work as specified and as shown in the project plans/drawings. Any item of work not specifically listed for payment but required by the project documents shall be considered an incidental item of the project and no specific payment will be made.

11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bond.

12. CONDITIONS OF WORK / OBLIGATION OF BIDDER:

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor, equipment and incidentals necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of North Richland Hills public employees.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect to his/her bid.

13. ADDENDA AND INTERPRETATIONS:

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to Camille Alford, Purchasing Manager by **12:00pm (noon) CST on Friday, June 12, 2026**. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify Camille Alford, Purchasing Manager in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each

prospective bidder. The bid form as submitted by the bidder must be so constructed as to include any addenda issued by the City prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid form.

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Camille Alford, Purchasing Manager or directly through Public Purchase and to be given consideration, must be received by **12:00PM (noon) on Friday, June 12, 2026**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans which, if issued, will be published on Public Purchase, not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

14. LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. SUBMITTALS:

Prior to any construction commencing on this project the Contractor shall submit the required submittals to the City Engineer and have his approval for all such submittals as required in the Technical Specifications.

FINANCIAL STATEMENT

Condition of Bidder at close of Business month, _____, 20__

		ASSETS	LIABILITIES
1.	Cash on Hand	$ _____	$ _____
	Cash in Bank	$ _____	$ _____
	Cash Elsewhere	$ _____	$ _____
2.	Accounts receivable from completed contracts (exclusive of claims not approved for payment)	$ _____	$ _____
3.	Accounts receivable from other sources than above	$ _____	$ _____
4.	Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)	$ _____	$ _____
5.	Deposits for bids on other guarantees		$ _____
6.	Notes Receivable Past Due	$ _____	
	Due 90 days	$ _____	
	Due Later	$ _____	
7.	Interest Earned	$ _____	
8.	Real Estate, Business Property, present value	$ _____	
	Other property, present value	$ _____	$ _____
9.	Stocks and Bonds, Listed on Exchange	$ _____	$ _____
	Unlisted	$ _____	$ _____
10.	Equipment, Machinery, Fixtures	$ _____	$ _____
	Less Depreciation	$ _____	$ _____
11.	Other Assets	$ _____	
	TOTAL ASSETS	$ _____	$ _____

LIABILITIES AND NET WORTH

		ASSETS	LIABILITIES
1.	Notes Payable to Banks Regular	$ _____	
	(For Certified Checks)	$ _____	
	Equipment Obligations	$ _____	
	Others	$ _____	$ _____
2.	Accounts Payable Current	$ _____	
	Past Due	$ _____	
3.	Real Estate Mortgages	$ _____	$ _____
4.	Other Liabilities		$ _____
5.	Reserves	$ _____	
6.	Capital Stock Paid Up		
	Common	$ _____	
	Preferred	$ _____	
7.	Surplus	$ _____	
	TOTAL LIABILITIES	$ _____	$ _____

EXPERIENCE RECORD

List of Projects your Organization has successfully completed:

Amount of Contract Award	Type of Work	Date Accepted	Name and Address of Owner

List of Projects your Organization is now engaged in completing:

Amount of Contract Award	Type of Work	Anticipated Date of Completion	Name and Address of Owner

List of Surety Bonds in Force on above Uncompleted Work:

Date of Contract Award	Type of Bond	Amount of Bond[1]	Name and Address of Surety

1. List every type of bond separately. If one project has more than one type of bond, list each and every bond for that project on a separate line.

EQUIPMENT SCHEDULE

List of Equipment owned by bidder that is in serviceable condition and available for use:

Portions of work Bidder proposes to sublet if Awarded the Contract including amount and type:

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BID FORM

FOR

MAIN STREET SMITHFIELD PAVING, WATER, SEWER, STORM, ILLUMINATION, AND LANDSCAPE IMPROVEMENTS (SMITHFIELD RD TO DAVIS BLVD)

FOR THE

CITY OF NORTH RICHLAND HILLS, TEXAS

(THIS BID FORM MUST BE COMPLETED IN ITS ENTIRETY, SUBMITTED IN ITS ENTIRETY AND NOT REMOVED FROM THE CONTRACT DOCUMENTS)

Bid Opening Date: 2:00PM (CST), Tuesday, June 23, 2026

TO: City of North Richland Hills
4301 City Point Drive
North Richland Hills, Texas 76180

FOR: MAIN STREET SMITHFIELD PAVING, WATER, SEWER, STORM, ILLUMINATION, AND LANDSCAPE IMPROVEMENTS (SMITHFIELD RD TO DAVIS BLVD)

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself/herself upon acceptance of this bid form to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

BID SCHEDULE

Total Amount Bid: Base Bid:

Section I – General and Removal	**$**_____
Section II – Paving	**$**_____
Section III – Storm Sewer	**$**_____
Section IV – Pavement Marking and Signing	**$**_____
Section V – Water and Sewer	**$**_____
Section VI – Erosion Control	**$**_____
Section VII – Landscape, Hardscape & Irrigation	**$**_____
Section VIII – Electrical	**$**_____
Section IX – Contingency	**$** **80,000**

$_____
(Total Amount Bid, Numerical Value)

Total Amount Bid: Bid Alternate #1*:

Paving **$**_____

$_____
(Total Amount Bid Alternate #1, Numerical Value)

Total Amount Bid: Bid Alternate #2*:

Water Improvements **$**_____

$_____
(Total Amount Bid Alternate #2, Numerical Value)

***- The Owner reserves the right to delete any bid items or portions thereof. It is the intent of the City to evaluate the Alternate Bid and at the cities sole discretion choose to accept or reject the Alternate Bid with no effect on the Base Bid.**

The undersigned bidder acknowledges receipt of the following Addenda: **(If none is received, then write NONE across the blanks.)**

Addendum No. 1 - Date Received _____

Addendum No. 2 - Date Received _____

Addendum No. 3 - Date Received _____

Addendum No. 4 - Date Received _____

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within ten (10) days after written authorization to begin the work (Work Order) and to complete the work in full within **365 Consecutive Calendar Days** after the date specified in the "Notice to Proceed". See contract for additional schedule / time requirements.

Enclosed with this bid form is a certified check or cashier's check or bid bond payable to the City of North Richland Hills in the amount of five percent (5%) of the total bid, which is to become the property of the City of North Richland Hills, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: _____

Company: _____

Address: _____

_____

_____ SEAL
(If Bidder is a Corporation)

Telephone: _____

Fax: _____

Submitted by: _____ an individual
A partnership
A corporation

Doing Business As: _____

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BASE BID

UNIT I - GENERAL ITEMS & REMOVALS

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
100	TXDOT 502	MOBILIZATION per unit	1	LS	$	$
101	TXDOT 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING per unit	12	MO	$	$
102	City Detail	PROJECT SIGN per unit	2	EA	$	$
200	NCTCOG 203.1	GENERAL SITE PREPARATION per unit	1	LS	$	$
201	NCTCOG 203.1	REMOVE ASPHALT & BASE (12") per unit	6,675	SY	$	$
202	NCTCOG 203.1	REMOVE CONCRETE PAVEMENT per unit	836	SY	$	$
203	NCTCOG 203.1	REMOVE CONCRETE CURB & GUTTER per unit	2,499	LF	$	$
204	NCTCOG 203.1	REMOVE CONCRETE SIDEWALK AND RAMPS per unit	253	SY	$	$
205	NCTCOG 701.2	REMOVE INLET per unit	2	EA	$	$
206	NCTCOG 203.1	REMOVE TREE per unit	39	EA	$	$
207	NCTCOG 203.1	REMOVE AND RELOCATE MAILBOX per unit	7	EA	$	$
208	NCTCOG 203.1	REMOVE SIGN POST per unit	16	EA	$	$
209	NCTCOG 203.1	REMOVE MASONRY SIGN per unit	2	EA	$	$
210	NCTCOG 203.1	REMOVE & SALVAGE PAVERS per unit	25	SY	$	$
211	NCTCOG 203.1	REMOVE SIGN & SALVAGE per unit	4	EA	$	$
212	NCTCOG 203.1	REMOVE CONCRETE WHEEL STOP per unit	7	EA	$	$
213	NCTCOG 203.1	REMOVE BOLLARDS per unit	2	EA	$	$
214	NCTCOG 203.1	REMOVE & RELOCATE SOLAR POWERED FLASHING BEACON per unit	1	EA	$	$
215	NCTCOG 203.1	REMOVE RCP per unit	82	LF	$	$
216	NCTCOG 203.1	REMOVE MISC STEEL STRUCTURE per unit	1	EA	$	$
217	NCTCOG 203.1	REMOVE FENCE per unit	997	LF	$	$
218	NCTCOG 203.1	REMOVE HEADWALL per unit	1	EA	$	$
219	NCTCOG 203.1	REMOVE CONCRETE RIPRAP per unit	10	SY	$	$

SUBTOTAL - SECTION I - GENERAL ITEMS & REMOVALS **$**

UNIT II - PAVING IMPROVEMENTS

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
300	TXDOT 110	EXCAVATION (ROADWAY) per unit	1,743	CY	$	$
301	TXDOT 110	EXCAVATION (CHANNEL) per unit	35	CY	$	$
302	TXDOT 132	EMBANKMENT per unit	774	CY	$	$
303	TXDOT 260	8" LIME STABILIZED SUBGRADE per unit	7,276	SY	$	$
304	TXDOT 260	HYDRATED LIME (42 LBS/SY) per unit	153	TON	$	$
305	TXDOT 360	7" REINFORCED CONCRETE PAVEMENT W/ CURB per unit	5,145	SY	$	$
306	TXDOT 360	7" REINFORCED CONCRETE PAVEMENT W/ CURB (ENHANCED) (STAMPED & STAINED) per unit	729	SY	$	$
307	TXDOT 340	HMAC TYPE "D" SURFACE COURSE (ASPHALT TRANSITION) per unit	97	SY	$	$
308	TXDOT 340	HMAC TYPE "B" BASE COURSE (ASPHALT TRANSITION) per unit	97	SY	$	$
309	TXDOT 340	HMAC TYPE "D" SURFACE COURSE (ASPHALT PAVEMENT) per unit	416	SY	$	$
310	TXDOT 340	HMAC TYPE "B" BASE COURSE (ASPHALT PAVEMENT) per unit	416	SY	$	$
311	TXDOT 423	CAST-IN-PLACE CONCRETE RETAINING WALL per unit	400	LF	$	$
312	TXDOT 530	DRIVEWAY (CONCRETE) (6" THICK) per unit	586	SY	$	$
313	TXDOT 531	4" CONCRETE SIDEWALK (BROOM FINISH) per unit	4,509	SY	$	$
314	TXDOT 531	CONCRETE SIDEWALK PAVERS (INC. CONCRETE BASE) per unit	278	SY	$	$
315	TXDOT 531	CURB RAMP (TY I) per unit	2	EA	$	$
316	TXDOT 531	CURB RAMP (TY V) per unit	3	EA	$	$
317	TXDOT 531	CURB RAMP (TY VII) per unit	8	EA	$	$
318	TXDOT 360	6" CONCRETE CURB & GUTTER per unit	181	LF	$	$
319	NCTCOG 502.6	ADJUST WATER VALVE per unit	10	EA	$	$
320	NCTCOG 502.10	ADJUST MANHOLE TO GRADE per unit	4	EA	$	$
321	TXDOT 624	ADJUST TRAFFIC GROUND BOX per unit	2	EA	$	$
322	TXDOT 360	CONCRETE STREET HEADER per unit	69	LF	$	$
323	TXDOT 360	SIDEWALK SPANNING FLUME per unit	2	EA	$	$
324	TXDOT 360	PERMANENT ASPHALT REPAIR PER FIG 15P-1 DETAIL per unit	37	SY	$	$
325	TXDOT 361	TREE PROTECTION W/ 6' CHAIN LINK FENCE per unit	50	LF	$	$
326	TXDOT 531	TRUNCATED DOMES per unit	250	SF	$	$
327	TXDOT 360	SIDEWALK CURB per unit	688	LF	$	$
328	NCTCOG 203.1	REMOVE & RELOCATE CHAIN LINK FENCE IN PLACE per unit	24	LF	$	$

SUBTOTAL - UNIT II - PAVING IMPROVEMENTS **$**

UNIT III - STORM SEWER IMPROVEMENTS

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
400	TXDOT 464	18" RCP CLASS III per unit	151	LF	$	$
401	TXDOT 464	24" RCP CLASS III per unit	350	LF	$	$
402	TXDOT 464	30" RCP CLASS III per unit	297	LF	$	$
403	TXDOT 464	36" RCP CLASS III per unit	36	LF	$	$
404	TXDOT 465	5' STANDARD CURB INLET per unit	4	EA	$	$
405	TXDOT 465	10' STANDARD CURB INLET per unit	5	EA	$	$
406	TXDOT 402	TRENCH EXCAVATION PROTECTION per unit	834	LF	$	$
407	TXDOT 466	TXDOT CH-FW-0 (2:1) per unit	1	EA	$	$
408	TXDOT 465	4'X4' JUNCTION BOX per unit	1	EA	$	$
409	TXDOT 465	6'X6' JUNCTION BOX per unit	1	EA	$	$
410	ITEM 420	CONCRETE FLUME per unit	64	SY	$	$
411	TXDOT 432	STONE RIPRAP (12") (24" THICK) (GROUTED) (W/ FILTER FABRIC) per unit	71	SY	$	$

SUBTOTAL - UNIT III - STORM SEWER IMPROVEMENTS **$**

UNIT IV - PAVEMENT MARKING AND SIGNING

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
500	TXDOT 644	INSTALL SMALL SIGN AND NEW POST ASSEMBLY per unit	13	EA	$	$
501	TXDOT 672	REFLECTIVE PAVEMENT MARKER TYPE Y per unit	662	EA	$	$
502	TXDOT 672	REFLECTIVE PAVEMENT MARKER TYPE II-A-A per unit	170	EA	$	$
503	TXOT 666	REFLECTIVE PAVEMENT MARKING (W) 6" (SOLID) per unit	315	LF	$	$
504	TXDOT 666	REFLECTIVE PAVEMENT MARKING (W) 12" (SOLID) per unit	609	LF	$	$
505	TXDOT 666	REFLECTIVE PAVEMENT MARKING (W) (ARROW) per unit	4	EA	$	$
506	TXDOT 666	REFLECTIVE PAVEMENT MARKING (W) (WORD) per unit	3	EA	$	$
507	TXDOT 666	REFLECTIVE PAVEMENT MARKING (W) 24" (SOLID) per unit	75	LF	$	$

SUBTOTAL - SECTION IV - PAVING MARKING AND SIGNING **$**

UNIT V - WATER AND SEWER IMPROVEMENTS

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
600	NCTCOG 701.2	ABANDON WATER LINE per unit	1,043	LF	$	$
601	NCTCOG 701.2	REMOVE WATER LINE per unit	341	LF	$	$
602	NCTCOG 701.2	REMOVE GATE VALVE (SALVAGE) per unit	1	EA	$	$
603	NCTCOG 501.14	8" AWWA C900 PVC DR18 WATER PIPE (OPEN CUT) per unit	1,850	LF	$	$
604	NCTCOG 502.6	8" RESILIENT SEATED GATE VALVE W/ BOX per unit	13	EA	$	$
605	NCTCOG 502.3	FIRE HYDRANT ASSEMBLY (INSTALL) per unit	5	EA	$	$
606	NCTCOG 502.10	INSTALL 1" WATER METER & SERVICE CONNECTION per unit	15	EA	$	$
607	NCTCOG 502.10	CONNECT TO EXISTING WATERLINE per unit	4	EA	$	$
608	NCTCOG 701.2	REMOVE/ABANDON EX 6" SANITARY SEWER per unit	355	LF	$	$
609	NCTCOG 501.17	8" SANI SEWER PVC SDR 35 (TRENCH) per unit	580	LF	$	$
610	NCTCOG 502.10	MANHOLE (4' DIAMETER) per unit	2	EA	$	$
611	NCTCOG 502.10	CONNECT TO EXISTING MH per unit	2	EA	$	$
612	NCTCOG 502.10	INSTALL SEWER SERVICE per unit	5	EA	$	$
613	TXDOT 401	CLSM ENCASEMENT per unit	110	LF	$	$
614	TXDOT 351	TEMPORARY ASPHALT TRENCH REPAIR per unit	2,430	LF	$	$
615	TXDOT 402	TRENCH EXCAVATION PROTECTION per unit	2,430	LF	$	$
616	NCTCOG 502.10	INSTALL 2" WATER METER & SERVICE CONNECTION per unit	1	EA	$	$

SUBTOTAL - UNIT V - WATER AND SEWER IMPROVEMENTS **$**

UNIT VI - EROSION CONTROL

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
700	TXDOT 160	4" TOPSOIL per unit	4,084	SY	$	$
701	TXDOT 162	SODDING (BERMUDA) per unit	4,084	SY	$	$
702	TXDOT 506	SILT FENCE (INSTALL/MAINTAIN/REMOVE) per unit	5,068	LF	$	$
703	TXDOT 506	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE) per unit	15	EA	$	$
704	NCTCOG 202	SWPPP PLAN AND EROSION CONTROL ITEMS per unit	1	LS	$	$

SUBTOTAL - UNIT VI - EROSION CONTROL **$**

UNIT VII - LANDSCAPE, HARDSCAPE & IRRIGATION

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
800	12 93 00	BENCH per unit	14	EA	$	$
801	12 93 00	TRASH RECEPTACLE per unit	6	EA	$	$
802	12 93 00	TREE GRATE per unit	23	EA	$	$
803	12 93 00	BOLLARD per unit	20	EA	$	$
804	N/A	DECOMPOSED GRANITE per unit	121	SY	$	$
805	12 93 00	STEEL EDGING per unit	641	LF	$	$
806	N/A	CLUSTER MAILBOX per unit	0	EA	$	$
807	N/A	4" DUAL WALL PERFERATED PIPE FOR TREE GRATES per unit	115	LF	$	$
808	N/A	4" DUAL WALL SOLID PIPE FOR TREE GRATES per unit	1,103	LF	$	$
900	32 93 00	LARGE CANOPY TREE (3" CALIPER) per unit	36	EA	$	$
901	32 93 00	ORNAMENTAL TREE (45 GALLON) per unit	3	EA	$	$
902	32 93 00	5 GALLON SHRUB per unit	666	EA	$	$
903	32 93 00	3 GALLON SHRUB per unit	123	EA	$	$
904	32 93 00	SOD per unit	666	SF	$	$
905	32 93 00	BED PREP per unit	3,960	SF	$	$
1000	32 84 00	METER, BACKFLOW & FLOW SENSOR per unit	1	LS	$	$
1001	32 84 00	CONTROLLER per unit	1	LS	$	$
1002	32 84 00	MAIN LINE per unit	1,340	LF	$	$
1003	32 84 00	SLEEVE PRICING per unit	3,730	LF	$	$
1004	32 84 00	SPRAY IRRIGATION per unit	665	SF	$	$
1005	32 84 00	BUBBLERS per unit	46	EA	$	$
1006	32 84 00	DRIP IRRIGATION per unit	2,260	SF	$	$

SUBTOTAL - UNIT VII - LANDSCAPE, HARDSCAPE & IRRIGATION **$**

UNIT VIII - ELECTRICAL

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
1100	NCTCOG 203.1	DEMOLITION OF EXISTING STREET LIGHT per unit	4	EA	$	$
1101	TXDOT 610	200A SERVICE PEDESTAL per unit	4	EA	$	$
1102	TXDOT 624	GROUND BOXES (TRAFFIC RATED) W/ APRON per unit	61	EA	$	$
1103	TXDOT 624	IN-GRADE RECEPTACLE BOX per unit	45	EA	$	$
1104	TXDOT 628	GFCI PEDESTAL per unit	8	EA	$	$
1105	TXDOT 610	72" X 42" STREET LIGHT FOUNDATION per unit	62	EA	$	$
1106	TXDOT 618	3" SCH. 80 PVC - TRENCH per unit	3,515	LF	$	$
1107	TXDOT 618	2" SCH. 80 PVC - TRENCH per unit	3,375	LF	$	$
1108	TXDOT 618	1-1/4" SCH. 80 PVC - TRENCH per unit	1,350	LF	$	$
1109	TXDOT 618	2" RIGID RISER per unit	60	LF	$	$
1110	TXDOT 618	3" RIGID RISER per unit	120	LF	$	$
1111	TXDOT 620	#4 XHHW per unit	2,435	LF	$	$
1112	TXDOT 620	#6 XHHW per unit	7,025	LF	$	$
1113	TXDOT 620	#10 XHHW per unit	4,050	LF	$	$
1114	TXDOT 260501	ARC FLASH CALCULATIONS per unit	1	LS	$	$

SUBTOTAL - UNIT VIII - ELECTRICAL **$**

UNIT VI - CONTINGENCY

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
1400	PROJECT MANUAL	PROJECT CONTINGENCY AS DIRECTED BY OWNER Twenty Thousand DOLLARS and Zero CENTS per unit	1	LS	$ 20,000.00	$ 20,000.00
1401	PROJECT MANUAL	UTILITY CONTINGENCY AS DIRECTED BY OWNER Twenty Thousand DOLLARS and Zero CENTS per unit	1	LS	$ 20,000.00	$ 20,000.00
1402	PROJECT MANUAL	PAVEMENT CONTINGENCY AS DIRECTED BY OWNER Twenty Thousand DOLLARS and Zero CENTS per unit	1	LS	$ 20,000.00	$ 20,000.00
1403	PROJECT MANUAL	LANDSCAPE CONTINGENCY AS DIRECTED BY OWNER Twenty Thousand DOLLARS and Zero CENTS per unit	1	LS	$ 20,000.00	$ 20,000.00

SUBTOTAL - UNIT VI - CONTINGENCY

Eighty Thousand DOLLARS and Zero CENTS **$ 80,000.00**

TOTAL - BASE BID **$**

BID ALTERNATE #1

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
1200	TXDOT 247	8" FLEX BASE SUBRADE per unit	88	SY	$	$
1201	TXDOT 110	EXCAVATION (ROADWAY) per unit	20	CY	$	$

SUBTOTAL - BID ALTERNATE #1 **$**

BID ALTERNATE #2

Item No.	Spec. Item	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
1300	NCTCOG 501.14	8" AWWA C900 PVC DR18 WATER PIPE (BY BORE) per unit	50	LF	$	$

SUBTOTAL - BID ALTERNATE #2 **$**

TOTAL - ALT BID **$**

SECTION III

CONTRACTUAL DOCUMENTS

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

THIS AGREEMENT is entered into this the ___ day of _____, 20___, by and between the CITY OF NORTH RICHLAND HILLLS, a municipal corporation, of the County of Tarrant and State of Texas, hereinafter called "OWNER" and_____of the City of _____, County of _____ and State of _____ hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents. The Work is described as follows:

MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD)

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the price or prices shown in the bidder's proposal, which total the following amount:

_____ DOLLARS AND CENTS ($)
(“Contract Price”).

ARTICLE 3. CONTRACT TIME / TERMINATION / LIQUIDATED DAMAGES.

Unless otherwise stated in this agreement, **time shall be considered of the essence.**

a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shopping space, breakdowns, delays of carriers or suppliers, and preexisting governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her and City Council's acceptance thereof.

b. When **time is not of** the essence, this agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of any event described above.

c. **As time is of the essence on this contract**, CONTRACTOR agrees to commence work under this contract within ten (10) days from the date specified in the "Notice to Proceed" and complete each phase of construction within the durations specified in the following table. The durations specified are consecutive calendar days and are subject to such extensions of time as are indicated in the Special Provisions. Each subsequent phase after Phase 1 (Phase 2, 3, & 4) shall start immediately following the previous phase. There shall be no stopping of work or delay of work between phases.

Traffic Control Phase	Duration (Calendar Days)	Anticipated Start Timeframe
Phase 1 *Site Prep, Erosion Control, & Installation of underground utilities (storm, sewer, water) along Main Street.*	100 Days	Within 10 days from date on "Notice to Proceed"
Phase 2 *Installation of paving and street light improvements along Main Street.*	160 Days	Immediately after Phase 1 is complete
Phase 3 *Installation of Davis Blvd Sidewalk and Retaining Wall*	80 Days	Immediately after Phase 2 is Complete
Phase 4 *Installation of Landscape Improvements & Final Closeout*	25 Days	Immediately after Phase 3 is Complete
Final Acceptance	Within 365 days from date on "Notice to Proceed"	

Any modifications to the durations provided for each phase of construction must be agreed upon in writing by the CONTRACTOR and the OWNER. Additionally, CONTRACTOR agrees to totally complete work within **365** consecutive calendar days after the date specified in the "Notice to Proceed," subject to such extensions of time as are indicated in the Special Provisions.

d. Milestones included in this contract are as follows:
   1) **Completion of Traffic Control Phase 1** as described in the Project Manual within 100 calendar days and starting within 10 days from the date on the "Notice to Proceed" (subject to such extensions of time as are indicated in the Special Provisions). For purposes of this section, to consider completed, all construction activities included in project phasing must:
      a. be in place;
      b. be functional;
      c. all temporary and permanent water and sewer connections and appurtenances shall be operational as determined by the OWNER;
      d. all storm drain pipes, inlets, and structures within Phase 1 must be installed as determined by the OWNER;
      e. outfall storm drain connection must be complete as determined by the OWNER;
      f. all temporary surfaces must be smooth and traversable by property owners;
      g. all proposed pavement within Phase 1 shall be paved and traversable, AND;

h. all erosion control devices shall be inspected, repaired, and/or modified as needed.

In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 1 to the OWNER's satisfaction.

2) **Completion of Traffic Control Phase 2** as described in the Project Manual within 160 calendar days starting from the completion of Traffic Control Phase 1 (subject to such extensions of time as are indicated in the Special Provisions).
   a. be in place;
   b. be functional;
   c. all temporary and permanent water and sewer connections and appurtenances shall be operational as determined by the OWNER;
   d. all storm inlets, and structures within Phase 2 must be completed and operational as determined by the OWNER;
   e. all temporary surfaces must be smooth and traversable by property owners;
   f. all proposed pavement and hardscape features within Phase 2 shall be paved and traversable as determined by the OWNER;
   g. all lighting enhancements shall be installed, wired, and in operation as determined by the OWNER;
   h. all proposed striping, markings, and signs shall be installed, AND:
   i. all erosion control devices shall be inspected, repaired, and/or modified as needed.

   In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 2 to the OWNER's satisfaction.

3) **Completion of Traffic Control Phase 3** as described in the Project Manual within 80 calendar days starting from the completion of Traffic Control Phase 2 (subject to such extensions of time as are indicated in the Special Provisions).
   a. be in place;
   b. be functional;
   c. all storm drain pipes, inlets, and structures within Phase 3 must be completed and operational as determined by the OWNER;
   d. all proposed pavement within Phase 3 shall be paved and traversable;
   e. all erosion control and traffic control devices shall be removed and the site is cleaned.

In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 3 to the OWNER's satisfaction.

4) **Completion of Traffic Control Phase 4** as described in the Project Manual within 25 calendar days starting from the completion of Traffic Control Phase 3 (subject to such extensions of time as are indicated in the Special Provisions).
    a. be in place;
    b. be functional;
    c. all landscaping features shall be installed;
    d. all irrigation shall be installed and operational as determined by the owner, AND;
    e. all erosion control and traffic control devices shall be removed and the site is cleaned.

    In the event that this milestone is not met, OWNER shall have the right to terminate the contract upon thirty (30) days' written notice to CONTRACTOR, if CONTRACTOR does not complete all items within the limits of Phase 4 to the OWNER's satisfaction.

Calendar Days is defined as any day of the week or month; no days being excepted, such as, Saturdays, Sundays, holidays and inclement weather days. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. OWNER shall determine when such action is necessary.

Extensions of time due to weather delays shall be determined in accordance with the following formula:

E = R– P where R is greater than or equal to P, and

E = Extra Precipitation Days
P = Average Precipitation Days
R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month	Jan	Feb	Mar	Apr	May	June
Number of Days	6	6	7	7	8	6
Month	July	Aug	Sept	Oct	Nov	Dec
Number of Days	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation days shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed. This contract time is both multi-tiered and cumulative.

e. **Liquidated Damages.** The CONTRACTOR further agrees to pay the following as liquidated damages:

(1) $1,000 per Calendar Day for any unfinished work beyond **365** consecutive calendar days after the “Notice to Proceed” issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER

(2) It is understood between the parties hereto that these sums shall be treated as liquidated damages and not as a penalty, and the OWNER may withhold from the CONTRACTOR's compensation such sums as liquidated damages.

The parties consider the CONTRACTOR’s failure to complete performance of the entire contract within the 365th calendar day after the “Phase I Notice to Proceed” date a substantial breach of this agreement, and the amount of liquidated damages set forth herein is a reasonable and fair estimate of just compensation for CONTRACTOR’s failure to timely perform the contract.

If there is any conflict between any provision of this Article 3, and any other

Provision in this agreement, or in any attachment hereto or any other Contract Document, this Article 3 shall control.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars ($ 400,000). Five percent (5%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars ($ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and conditions of the Contract.

It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.

d. The OWNER shall be provided a list of subcontractors who are to be paid $10,000 or more. The CONTRACTOR must ensure that such subcontractors meet the requirements as outlined in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq), execute required assurances and provide the OWNER a copy of the signed assurance of all such subcontractors prior to final payment. In the event of a claim of $10,000 or more against the CONTRACTOR by a subcontractor under this section, no further payment shall be processed unless and until each required subcontractor assurance is provided the OWNER.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties

hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this contract nor excuse nonperformance or delay on his/her part.

ARTICLE 10. VENUE.

This contract shall be governed by the laws of the State of Texas. Venue for any court proceedings shall be in Tarrant County, Texas.

ARTICLE 11. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

(1) This Agreement
(2) Addendum(s)
(3) "Notice to Bidders" advertisement
(4) Bidder's Proposal
(5) Special Instruction to Bidders
(6) Performance, Payment and Maintenance Bonds
(7) Certification of Insurance
(8) Notice to Proceed
(9) Technical Specifications
(10) City of North Richland Hills' Public Works Design Manual
(11) Special Provisions
(12) General Provisions
(13) Project Construction Plans/Drawings
(14) Special Material and/or Equipment Specifications
(15) Special Material and/or Equipment Drawings
(16) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017
(17) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (TxDOT Specifications)
(18) North Central Texas Council of Government references

ARTICLE 11. DEFAULT

OWNER may declare CONTRACTOR in default of this Contract in the event Contractor fails to comply with the terms and conditions set forth in this Contract or any of the Contract Documents.

ARTICLE 12. SUBCONTRACTORS

Any subcontractor who furnishes labor or materials to fulfill an obligation to CONTRACTOR under this Contract or who performs all or part of the work required by this Contract, must comply with all notice and filing requirements of Texas Property Code, Chapter 53 in order to perfect a mechanic's, contractor's or materialman's lien. If a subcontractor complies with Chapter 53 of the Texas Property Code, Owner shall be authorized to withhold payment from the CONTRACTOR for payment of the claim. Owner shall release any such payment to the CONTRACTOR upon written notice and sufficient documentation to Owner from subcontractor that the claim has been paid or otherwise settled.

IN TESTIMONY WHEREOF, the CITY OF NORTH RICHLAND HILLS has caused this instrument to be signed in its corporate name, and on its behalf by the Mayor or City Manager, duly authorized to execute this instrument by action of the City Council and_____ a corporation, partnership, individual
(Name of Contractor) ***("X" out the inappropriate wording)***
acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

CITY OF NORTH RICHLAND HILLS:	**CONTRACTOR:**
By: _____	By: _____
Paulette Hartman	Name: _____
City Manager	Title: _____
Date: _____	Date: _____
ATTEST:	**ATTEST:**
By: _____	By: _____
Alicia Richardson	Name: _____
City Secretary/Chief Governance Officer	Title: _____

APPROVED TO FORM AND LEGALITY:

By: _____

Bradley A. Anderle, City Attorney

Bond No. _____

PERFORMANCE BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and_____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of_____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum _____ DOLLARS AND CENTS ($XXX,XXX.00) [not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD)

Dated as of _____, 20__

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof which may be granted with our without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of two years from the date of final completion and final acceptance of the work by owner; and if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said contractor and Surety on this obligation.

In the event that the Principal is declared in default under the said Contract by Owner, the Surety will within fifteen (15) days of Owner’s declaration of such default take all action necessary to take over the project from Contractor and assume completion of said Contract. The Surety shall become entitled to the payment of the balance of the Contract Price upon the Surety's faithful performance of its obligations under this bond.

The Surety agrees to pay to Owner, upon demand, all loss and expense, including reasonable attorney's fees, incurred by Owner by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that this Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of completion and acceptance of the improvement by the Owner.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ___ day of _____, 20___.

(Company Name of Principal)	*(Company Name of Surety)*
(Signature)	*(Signature)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
(Address Line 1)	*(Address Line 1)*
(Address Line 2)	*(Address Line 2)*
(City, State and Zip Code)	*(City, State and Zip Code)*
(Witness)	*(Witness)*

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)	*(Fax Number)*

Bond No. _____

PAYMENT BOND

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____(hereinafter referred to as "Surety"), a corporation organized under the laws of the State of_____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum DOLLARS AND CENTS ($XXX,XXX.00) [not less than 100% of the approximate total amount of the Contract as evidenced in the bid proposal] in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD)

Dated as of _____, 20__

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Texas Government Code, Chapter 2253, as amended, and Article 7.19-1 of the Insurance Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases to the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ___ day of _____, 20___.

(Company Name of Principal)	*(Company Name of Surety)*
(Signature)	*(Signature)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
(Address Line 1)	*(Address Line 1)*
(Address Line 2)	*(Address Line 2)*
(City, State and Zip Code)	*(City, State and Zip Code)*
(Witness)	*(Witness)*

The name and address of the Resident Agent of Surety is:

(Name)

(Address Line 1)

(Address Line 2)

(City, State and Zip Code)

(Telephone Number)	*(Fax Number)*

Bond No. _____

MAINTENANCE BOND

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____of the City of _____, County of _____, and State of _____, (hereinafter referred to as "Principal"), and_____ (hereinafter referred to as "Surety"), a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto THE CITY OF NORTH RICHLAND HILLS (hereinafter referred to as "Owner") in the penal sum of DOLLARS AND /100 CENTS ($) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the Owner, dated the _____ day of _____, 20__, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of:

MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD)

Dated as of _____, 20__

The maintenance under this Bond contemplates the complete restoration of the work to a functional use if that should be necessary. It is the intended purpose of this bond to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the Contractor under the Contract; and in case the Contractor or Surety shall fail or refuse to commence and actively pursue such corrections within ten (10) days after written notification has been furnished to them by the Owner, it is agreed that the Owner may do the work and supply such materials and the Contractor and Surety shall be liable for the payment of all costs thereby incurred, jointly and severally.

It is further understood and agreed that the obligation under this bond shall be a continuing one against the Contractor and Surety, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation to maintain the work shall continue throughout the maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during that time.

NOW, THEREFORE, the condition of this obligation is such, that the Bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said Contractor in construction of same, or account of any defect arising in any of said work laid or constructed by said Contractor or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said Contractor, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said Contractor shall fail to do so, it is agreed that the Owner may do said work and supply such materials and charge the same against said Contractor and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Tarrant County, Texas.

The Owner shall be entitled to its reasonable attorneys' fees and costs in any legal proceeding to enforce the Owner's rights under this bond.

PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees that the Bond shall automatically be increased by the amount of any Change Order or supplemental agreement with increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ___ day of _____, 20___.

(Company Name of Principal)	*(Company Name of Surety)*
(Signature)	*(Signature)*
(Printed Name)	*(Printed Name)*
(Title)	*(Title)*
(Address Line 1)	*(Address Line 1)*
(Address Line 2)	*(Address Line 2)*
(City, State and Zip Code)	*(City, State and Zip Code)*
(Witness)	*(Witness)*

The name and address of the Resident Agent of Surety is:

_____
(Name)

_____
(Address Line 1)

_____
(Address Line 2)

_____
(City, State and Zip Code)

_____ _____
(Telephone Number) *(Fax Number)*

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
Power of Attorney must be attached.
Amount and Term of Maintenance Bond shall be as stated in the "Special Conditions".

CONTRACTOR'S RELEASE TO CITY

TO: CITY OF NORTH RICHLAND HILLS

RE: **MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD)**

This is to certify that _____, by acceptance
(NAME OF CONTRACTOR)
of this final payment, hereby releases the OWNER, the City of North Richland Hills, from all claims and all liabilities of the City of North Richland Hills for all things done or furnished in connection with work on this project and further releases the City of North Richland Hills from any and all liabilities arising from any act of the OWNER or his/her agent arising in connection with this project. This release in no way operates to release the CONTRACTOR or his/her Surety from any obligations under this contract or the bond tendered pursuant thereto.

_____
(NAME OF CORPORATION)

_____
(AUTHORIZED AGENT)

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of the said _____, a corporation, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

CONTRACTOR'S RELEASE TO CITY *(Continued)*

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: _____

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, (hereinafter referred to as "Affiant"), who,
(NAME)

after being by me duly sworn, deposes and says that he/she is the _____
(TITLE)
_____ of _____ (a
(NAME OF COMPANY)

corporation, partnership, trade name) of _____ County, State of
("X" OUT THE INCORRECT)

Texas (hereinafter referred to as "Contractor"), which said Contractor was awarded the contract dated the _____ day of _____, 2020, for the construction of the **MAIN STREET SMITHFIELD (SMITHFIELD RD TO DAVIS BLVD)** (hereinafter referred to as the "Work"), for a total consideration of and XX/100 Dollars ($ XXX,XXX.00) to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That THE CITY OF NORTH RICHLAND HILLS, (hereinafter referred to as "Owner"), has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Texas Government Code, Chapter 2253, as amended, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of and ___/100 Dollars ($_____) as **FULL AND FINAL PAYMENT** under the aforementioned Contract resulting in a total revised contract amount Of and __/100 Dollars ($ _____), and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act of negligence of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code, as amended, and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated an any way from making this affidavit.

WITNESS my hand this the _____ day of _____, 20___.

_____
(Affiant)

_____
(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the ____ day of _____, 20 _____.

_____ _____
(Notary Public in and for the State of Texas) *(Type or Print Notary's Name)*

My Commission Expires: _____

SECTION IV

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

For this contract, the Site Protection & Preparation (Division 200), Roadway Construction (Division 300), Roadway Maintenance & Rehabilitation (Division 400), Underground Construction & Appurtenances (Division 500), Conduit and Appurtenance Rehabilitation (Division 600), Structures (Division 700) and Miscellaneous Construction & Materials (Division 800) of the "Public Works Construction Standards – North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Latest Edition, with all amendments thereto, shall govern and shall constitute as the Technical Specifications except as herein amended, modified or supplemented. Omission of any section from the Project's Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG Technical Specifications will be referred to as the Technical Specifications (TS) and will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments.

EXPLANATION OF BID ITEMS

In this section, NCTCOG Items refer to "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Latest Edition. TxDOT Standard Specification Item refers to Texas Department of Transportation's "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" Latest Edition.

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

12.1.00 GENERAL

12.1.01 DESCRIPTION

This section covers the requirements for submittal data for equipment and material items to be furnished on this project.

12.2.00 MATERIAL

12.2.01 GENERAL EXECUTION

The CONTRACTOR shall submit to the Engineer, with such promptness as to cause no delay in his/her own work or in that of any other CONTRACTOR, five (5) copies of all shop drawings, manufacturer's catalog sheets, brochures, performance charts, diagrams, schedules and other standard descriptive data required for the work. The Engineer shall review these submittals with reasonable promptness, making any necessary corrections. If the submittals

indicate variances from the requirements of the contract, the CONTRACTOR shall make specific mention of such variation in his/her letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment. Otherwise, the CONTRACTOR shall not be relieved of the responsibility of executing the work in compliance with the contract even though the submittals have been reviewed.

12.2.02 FORM OF SUBMITTALS

The submittals shall be numbered consecutively and shall present the following data as applicable:

A. Name of project
B. Date of submittal
C. References to applicable section(s) of the specifications
D. Applicable standards
E. Identification of revisions on re-submittals
F. Kinds of materials and finishes
G. All working and erection dimensions and clearances
H. All arrangement and section views
I. Connections between functional parts

The Engineer may decline to consider any submittal that does not contain complete data on the work and full information on related matters.

12.2.03 SUBMITTAL PROCEDURE

The procedure for review of submittals shall be as follows:

A. **The CONTRACTOR shall submit <u>three (3) copies</u> of the submittal to the Engineer for his/her approval.** The submittal shall be accompanied by a letter of transmittal containing the following:
   1. Name of the project
   2. Name of the CONTRACTOR
   3. Name of the submittal
   4. References to applicable section(s) of the specifications
   5. Other pertinent information as indicated in Section 12.2.02: “Form of Submittals”

B. When the submittal is satisfactory to the Engineer, all three (3) copies will be stamped and/or marked "Approved" or "Approved as Noted", be dated, receive the signature of the Engineer and two (2) copies will be returned to the CONTRACTOR by separate letter.

C. Should a submittal be unsatisfactory to the Engineer, he/she will stamp and/or mark thereon "Revise and Resubmit" or "Rejected" and will send two (2) copies to the CONTRACTOR with necessary corrections and changes indicated. The CONTRACTOR must make such corrections and/or changes and submit at least three (3) copies of the re-submittal for approval to the Engineer. The CONTRACTOR shall review and resubmit as required by the Engineer until his/her approval is obtained.

D. The CONTRACTOR shall allow sufficient time for preliminary review, corrections, resubmission and final review of all submittals. The CONTRACTOR shall allow not less than fourteen (14) days for each review. Submittals critical to the progress of the project, when requested in writing by the CONTRACTOR, will be given priority review.

12.2.04 LIST OF REQUIRED SUBMITTALS

The following list of submittals is provided for the Contractor's convenience and represents minimum requirements for this project. This list is not intended to be all-inclusive. The Contractor remains responsible for providing all submittals, shop drawings, certifications, and date required by the Technical Specifications, even if not explicitly listed herein. The City Engineer reserves the right to require additional submittals as deemed necessary to ensure compliance with the Contract Documents.

A. List of all subcontractors

B. Project Construction Schedule

C. Pipe manufacturer certification that the pipe meets specifications.

D. Proposed Concrete Mix Designs, including the documentation of all proposed concrete admixtures.

E. Stormwater Pollution Prevention Plan

F. Construction signing and traffic control plan. Contractor may use the provided traffic control plans for intersection signing. Contractor to provide construction signing and traffic control plan for portions of roadway where detailed traffic control has not been provided. Construction signing and traffic control plan must be in accordance with TMUTCD and be signed by a licensed professional engineering in the state of Texas.

G. Trench Safety Plan

I. Proposed Concrete Placement Machine Information (slip-form required)

J. Plant Material Submittals (location and photograph).

K. Irrigation Submittal

12.3.00 CONSTRUCTION

N/A

12.4.00 MEASUREMENT AND PAYMENT

Any and all Work called for in the Contract Documents or which is required for the proper construction of items called for in the Contract Documents is to be performed by CONTRACTOR unless specifically noted otherwise. The cost of all work for which there is no separate pay item in the proposal shall be included in the price for a related pay item such that work called for or required by the Contract Documents will be constructed for the Contract Price.

The following descriptions are intended to clarify the nature of the work required for this project, the provisions of the standard technical specifications shall apply, except as otherwise noted herein.

BID ITEM N/A: CONSTRUCTION STAKING

The provisions of Item 105.4 of the COG Specifications are hereby revised to state that Construction Stakes shall be provided by the CONTRACTOR. There shall be no separate pay provided for Construction Staking. Construction Staking shall be considered subsidiary to Mobilization.

BID ITEM 100: MOBILIZATION

The work under this item shall include establishment of facilities on the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the CONTRACTOR to begin work on the contract. The cost of all bonds and insurance for the project will also be considered part of this specification. Construction Staking is also considered subsidiary to Mobilization.

Mobilization will be measured as a lump sum item as the work progresses. Partial payments for mobilization shall be paid for at the Total Unit Price as shown in the bid proposal with the regular monthly estimates as follows: The adjusted contract amount for construction items as used below is defined as the total contract amount less the lump sum for Mobilization.

a. When 1% and less than 5% of the adjusted contract amount for construction items is completed, 50% of the mobilization lump sum bid will be paid.

b. When 5% and less than 10% of the adjusted contract amount for construction items is completed, 75% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.

c. When 10% or more of the adjusted contract amount for construction items is completed, 95% of the mobilization lump sum bid will be paid. Previous payments under this section will be deducted from this amount.

d. Payment for the remainder of the lump sum bid for “Mobilization” will be made on the final estimate.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications.

BID ITEM 101: BARRICADES, SIGNS, AND TRAFFIC HANDLING

This item shall include the furnishing and installing traffic control devices in accordance with the Traffic Control Plan in the Plans. Traffic control shall comply with the Texas Manual of Uniform Traffic Control Devices, Item 502 of the TxDOT Specifications, and City Specifications. All traffic control items required to implement the Traffic Control Plan shall be subsidiary to this item. This shall include, but is not limited to, barrels, barricades, panels, signs, removal of existing pavement markings, installation of and removal of temporary pavement markings, concrete traffic barrier, signal modifications, and temporary water/sewer connections.

The standard details shall be considered the minimum requirements necessary to construct the project. Additional measures may be needed to address local traffic control issues and additional sequencing not covered.

Prior to construction, the CONTRACTOR will be required to submit a detailed construction sequencing and temporary traffic control plan to address all portions of roadway traffic control not covered by the construction plans. The CONTRACTOR shall also submit a signal modification plan.

A schedule shall also be submitted to address times of completion of each stage of the construction sequence and projected dates of road closings, detours, and

utility interruptions. The CONTRACTOR shall update this schedule on a monthly basis.

The CONTRACTOR shall follow the sequence of construction provided in these plans. Any deviations from the plans must be submitted in writing to the CITY for approval. Proper notification must be given to all affected property owners at least 48 hours in advance of all construction operations. No street shall be closed except upon written authority from the OWNER.

Access to adjacent properties must be maintained except for short periods of time when construction actually blocks the driveway. The CONTRACTOR shall place gravel or take other means to insure all-weather access to properties after working hours and during weekends and holidays. All driveways shall be constructed in 2 phases. See Traffic Control Plan. This item shall also include providing temporary all-weather access to local residences and temporary mailboxes at each driveway location if needed.

All signal modifications shall be performed in accordance with the approved submittal and shall be subsidiary to this item.

The amount bid for this item shall be paid over the duration of the project with the amount paid on each monthly progress estimate determined by the percent complete on all other bid items.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. The monthly unit price shall include, but not be limited to all labor, equipment, and materials necessary to implement, maintain, move and remove traffic control devices during all phases of construction.

BID ITEM 102: PROJECT SIGN

The provisions of Item 107.20 of the NCTCOG Specifications and City Specifications shall govern for the erection of project signs.

The CONTRACTOR shall install two (2) Project Signs on Main Street. The exact locations shall be approved by the OWNER prior to installation.

These signs shall be in accordance with Figure 2M (R 07-01-2009) of the City of North Richland Hills' Public Works Design Manual. These signs shall be installed within 15 calendar days from the date the OWNER awards the contract and shall remain in place during the entire construction period. These Signs shall be

removed within 15 calendar days after the OWNER's acceptance of the project improvements. The CONTRACTOR shall maintain the signs for the duration of the construction. The Project Signs shall be measured and paid for at the bid price "per each".

Sign Data:
Project Name: Main Street Improvements
Project - $: To Be Determined After Contract Award
Projected Completion: To Be Determined After Contract Award

MEASUREMENT AND PAYMENT: Payment for this item shall be at the contract unit price per each project sign furnished.

BID ITEM 200: GENERAL SITE PREPARATION

General Site Preparation shall be in accordance with 203.1 of the NCTCOG Specifications. This pay item will include removal and legal disposal of all surface and subsurface obstructions encountered within the right-of-way, regardless of whether they are shown on the plans, excluding only those items specifically listed as separate removal pay items.

In addition, the work will consist of trimming, if required, removal of above ground foliage and tree formations, and complete removal of all root systems below grade. Any backfill necessary after stump removal is subsidiary to this bid item.

Pavements and sidewalks shall be patched if necessary to allow for vehicular and pedestrian traffic. All excavated areas shall be backfilled and compacted to prevent additional damage to pavement or other structures. Any damage to yard areas shall be restored at no additional pay, including planters and landscape edging and irrigation systems.

Irrigation systems that extend into the ROW shall be capped at the property line prior to pavement removal, leaving the system operable on the resident's property. Systems shall be restored to working order within the ROW once the paving work is complete. This Item includes all safety measures and additional traffic control as needed to complete work associated with site preparation beyond what is shown in the traffic control plan.

All trees and plant materials shall be properly disposed of offsite. Only trees, landscaping and plantings located within the right-of-way and designated for removal on the plans shall be removed. All other trees and landscaping shall be protected from damage as shown in the plan details.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all

labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price of Lump Sum.

BID ITEMS 201 to 204: REMOVAL ITEMS

Pavement removal covered by this specification shall be only where designated on the Construction Plans or upon specific direction from the Owner's Project Representative.

The CONTRACTOR shall make every effort to remove pavement along existing joints. The CONTRACTOR shall saw cut at no extra cost full-depth at the existing joint or along straight, neat lines to remove the area of pavement specified in the Construction Plans. If the adjacent pavement is damaged during the removal process, the CONTRACTOR shall be responsible to saw cut the damaged portion of the pavement until a clean edge is achieved at no cost to the OWNER. The CONTRACTOR will not be compensated for the additional pavement removal or replacement if the damage was caused by the CONTRACTOR during the removal process. If the pavement is in poor condition prior to the CONTRACTOR beginning the removal process, the CONTRACTOR shall coordinate with the Owner's Project Representative to determine the limits of the concrete removal. In this case, the CONTRACTOR shall be compensated for the removal and replacement of the additional pavement; however, the CONTRACTOR will only be paid for the original length saw cut detailed in the construction plans.

The CONTRACTOR shall exercise appropriate care not to damage other improvements in the process, and the CONTRACTOR shall be responsible for correction of any such damage caused during the removal process. All material removed shall become the property of the CONTRACTOR and be disposed in accordance with local, state and federal guidelines unless otherwise shown on plans. Item 203.1 of the NCTCOG Specifications shall govern the removal of existing concrete and asphalt.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing,

grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price of Lump Sum. Removal of any concrete or asphalt shall include the cost of saw cutting.

BID ITEM 205: REMOVAL ITEMS (STRUCTURES)

Remove existing storm inlets, sewer manholes, cleanouts, and sidewalk bollard in accordance with NCTCOG Specification 701.2 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Refer to the Unit Price Bid Form.

BID ITEM 206: TREE REMOVAL

Install tree protection fencing in accordance with NCTCOG Specification 201.1 and the Plans. All tree protection shall be installed, maintained, and removed following construction activities.

All trees shown to be replaced shall be replaced in kind to species of tree prior to construction. Trees that are selected for replacement shall be approved by the OWNER prior to planting.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Refer to the Unit Price Bid Form.

BID ITEM 207: REMOVE & RELOCATE MAILBOX

This item shall be used for the remove, salvage, and relocate of existing standard pole (or non-masonry) mailboxes. Contractor is responsible for coordinating with

postal office for mailbox identification and access. Standard pole (or non-masonry) mailboxes are to be relocated in locations specified or as directed by the City and as per USPS guidelines. Damaged mailboxes will be replaced at the Contractor's expense. Mailboxes shall be replaced in kind.

Temporary mailboxes are required and considered subsidiary to this item and no additional pay will be made to remove, adjust and re-install. Any damage to the mailbox or its support is required to be fixed to provide a mailbox and/or support equal to or better than the original mailbox and/or support, at no additional cost to the City.

The Contractor shall get the property owner's signature on the City provided form after mailbox replacement is complete. Signed forms shall be returned to the City prior to final acceptance and payment is issued. This shall be considered subsidiary to this pay item.

MEASUREMENT AND PAYMENT: Payment for this item shall be made on the basis of price bid per each and shall be total compensation for furnishing all materials, tools, equipment, labor, and any other incidentals necessary to complete this work. Work shall be in accordance with TxDOT Item 560 "Mailbox Assemblies".

BID ITEMS 208 to 219: REMOVAL ITEMS (MISC)

Remove sign post and masonry sign
Remove and salvage pavers and sign
Remove concrete wheel stop and bollards
Remove and relocate solar powered flashing beacon
Remove RCP and miscellaneous steel structure
Remove fence, headwall, and concrete riprap
in accordance with NCTCOG Specification 203.1 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Refer to the Unit Price Bid Form.

BID ITEMS 300 & 301: EXCAVATION

Excavation shall consist of all the required excavation within the project limits as shown on the Plans, the removal, proper utilization or disposal of all excavated material, and the shaping and finishing of all earthwork in conformity with the lines and grades as shown on the Plans or as established by the OWNER. Any usable material from excavation shall be compacted in the areas of the project limits needing fill, and the required compaction testing of this excess material shall be included in this bid item and be completed in accordance with City standards. Excavation (Roadway) and Excavation (Channel) shall comply with TxDOT Specification 110.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Unclassified Street Excavation shall be measured and paid for by the cubic yard for excavation from its original position, and shall include all materials excavated without regard to the materials encountered. There shall be no compensation for any quantities in addition to what is provided in the Bid documents unless the lines and grades are changed by the Engineer.

EARTHWORK CONSIDERATIONS: This item is 'unclassified' and shall include the removal, handling, and disposal of all materials encountered, including rock, buried debris, or stable/unstable soil, with no additional compensation for material type. Moisture conditioning, compaction, and final grading are subsidiary.

BID ITEM 302: EMBANKMENT

Embank materials in accordance with TxDOT Specification 132. This item shall consist of the work, labor, and materials necessary for furnishing and placing embankment, including the bermed areas.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing,

grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment shall be on a cubic yard basis.

EARTHWORK CONSIDERATIONS: This item is 'unclassified' and shall include the removal, handling, and disposal of all materials encountered, including rock, buried debris, or stable/unstable soil, with no additional compensation for material type. Moisture conditioning, compaction, and final grading are subsidiary.

BID ITEM 303: 8" LIME STABILIZED SUBGRADE

This item provides for the treating of the subgrade by pulverizing, addition of lime in slurry form, mixing and compacting the mixed material to the required density in conformity with the typical section, lines and grades as shown in the Plans or as established by the Owner's Project Representative. The Contractor will not be required to expose the secondary subgrade except in unstable areas. Lime subgrade stabilization shall be furnished in accordance with TxDOT Specification 260.

Once the final subgrade elevations are achieved during construction and all utilities are in place, the subgrade shall be sampled to determine the required lime application rate at a cost subsidiary to this bid item. Any offsite fill brought in for use on the project is subject to geotechnical evaluation to determine lime application rate at a cost subsidiary to this bid item.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each square yard of subgrade thickness as specified in the construction plans from a point 12" behind the backs of the proposed curbs or edges of proposed HMAC transition pavement

BID ITEM 304: HYDRATED LIME (42LB/SY)

Hydrated lime for subgrade stabilization shall be furnished in accordance with TxDOT Specification 260.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order

from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Lime will be measured by the ton and paid for at the price bid per ton after its incorporation into the subgrade. The actual amount of lime ordered by the Owner's Project Representative for stabilization and incorporation into the project will be paid for at the price bid per ton. Quantities were computed based on 42 pounds per square yard for an 8-inch depth. This should result in a minimum of 8% hydrated lime used to modify the subgrade soils.

BID ITEM 305: 7" REINFORCED CONCRETE PAVING W/ CURB

Reinforced concrete paving shall be constructed with 3,600 psi Class "C" Portland Cement Concrete and shall be furnished and placed in accordance with the details provided in the Plans and TxDOT Specification Item 360. Admixtures shall otherwise adhere to the applicable provisions of TxDOT Specification Item 360. Fly ash will not be approved as an admixture. Reinforcement shall be in accordance with the Plans and City Standard Details. This item shall include all necessary materials, labor, tools and incidentals required to construct 7" thick reinforced concrete paving on Main Street in conformance with the lines and grades shown on the Plans.

CONCRETE QUALITY AND WORKMANSHIP

The finished concrete pavement construction under these specifications is expected to meet certain quality standards for surface of the concrete including the durability, texture, riding surface and appearance.

For this project, the main lane pavement shall be slip-form machine placed concrete with a broom finish in accordance with the specifications below. The contractor shall complete the first 12 concrete panels in the presence of the City Inspector. The quality of the broom finish shall be acceptable to the City Inspector prior to proceeding with additional panels.

The surface must be durable, firm, dense and well bonded to the aggregate to maintain an appearance and texture that is satisfactory to the Owner. Concrete pavement having a poor surface that has spalled (exposed aggregate) due to poor quality paste, high water-cement ratio, over-vibration, improper curing, extreme weather or any other reason, or does not have a satisfactory riding surface shall be removed and replaced at the Contractor's expense. It is extremely important

that the pavement have a good riding surface, free from undulations and rough joints. The City Engineer shall determine the acceptability of the pavement.

Broom Finish

If the surface texture is to be a broom finish, it shall be applied when the water sheen has practically disappeared. The broom shall be drawn from the center to the edge of the pavement with adjacent strokes slightly overlapping in the direction of vehicular travel. The broom operation shall be so executed that the corrugation produced in the surface shall be uniform in appearance and not more than 1/16-inch in depth. Brooming shall be completed before the concrete is in such condition that the surface will be torn or unduly roughened by the operation. The surface thus finished shall be free from rough and porous areas, irregularities, and depressions resulting from improper handling of the broom. Brooms shall be the quality, size, and construction and shall be operated to produce a surface finish meeting the approval of the Owner. Subject to the approval of the Owner, the Contractor may be permitted to substitute mechanical brooming in lieu of the manual brooming as herein described.

Hand Finishing

Hand finishing of concrete pavement will be permitted in areas where it is not practical or possible to construct with finishing machines. These areas include, but are not limited to, intersections, left turn lanes, crossovers, transition areas and where the pavement width is not uniform. In hand finished areas, the concrete shall be struck off with an approved strike-off screed to such elevation that when consolidated and finished the surface of the pavement shall conform to the required section and grade. The strike template shall be moved forward with a combined transverse and longitudinal motion in the direction the work is progressing, maintaining a slight excess of material in front of the cutting edge. The concrete shall then be tamped with an approved tamping template to compact the concrete thoroughly and eliminate surface voids and the surface screeded to required section. After completion of a strike-off, consolidation and transverse screeding; a hand-operated longitudinal float shall be operated to test and level the surface to the required grade.

Workmen shall operate the float from approved bridges riding on the forms and spanning the pavement. The longitudinal float shall be held in contact with the surface and parallel to the centerline and operated with short longitudinal strokes while being passed from one side of the pavement to the other. If contact with the pavement is not made at all points, additional concrete shall be placed, if required, and-screeded, and the float shall be used to produce a satisfactory surface. Care shall be exercised to keep the ends of the float from digging into the surface of the pavement. After a section has been smoothed

so that the float maintains contact with the surface at all points in being passed from one side to the other, the bridges may be moved forward half the length of the float and the operation repeated. Other operations and surface tests shall be as required for machine finishing.

Edging at Forms and Joints

After the final finish, but before the concrete has taken its initial set, the edges of the pavement along each side of each slab, and on each side of transverse expansion joints, formed joints, transverse construction joints, and emergency construction joints shall be worked with an approved tool and rounded to the radius required by the plans. A well-defined and continuous radius shall be produced and a smooth, dense, mortar finish obtained. The surface of the slab shall not be unduly disturbed by tilting of the tool during use.

At all joints, any tool marks appearing on the slap adjacent to the joints shall be eliminated by brooming the surface. In doing this, the rounding of the edge shall not be disturbed. All concrete on top of the joint filler shall be completely removed.

All joints shall be tested with a straightedge before the concrete has set, and correction shall be made if one side of the joint is higher than the other or if they are higher or lower than the adjacent slabs.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and Payment for this item shall be at the contract unit price per square yard, complete in place and include all concrete, monolithic curb, reinforcing steel, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals. Measurement and payment by the square yard for concrete pavement shall be made to the gutter line. Payment shall be based on Plan dimensions and no separate payment shall be provided for monolithic curb or extra thickness of concrete pavement placed. Contractor shall verify subgrade elevations prior to paving. Any concrete placed in excess of plan thickness to compensate for low subgrade shall be at the Contractor’s sole expense.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 306: 7" REINFORCED CONCRETE PAVING W/ CURB (ENHANCED) (STAMPED & STAINED)

Stamped and stained concrete shall be furnished and placed in accordance with Bid Item 305. Concrete to be mixed with integral color and stamped with pattern approved by Owner.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and Payment for this item shall be at the contract unit price per square yard, complete in place and include all concrete, monolithic curb, reinforcing steel, required joint work, expansion material, approved elastomeric joint seal material, and other incidentals. Measurement and payment by the square yard for concrete pavement shall be made to the gutter line. Payment shall be based on Plan dimensions and no separate payment shall be provided for monolithic curb or extra thickness of concrete pavement placed. Contractor shall verify subgrade elevations prior to paving. Any concrete placed in excess of plan thickness to compensate for low subgrade shall be at the Contractor's sole expense.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEMS 307 to 310: HMAC TYPE "D" & TYPE "B" (PAVEMENT & TRANSITION)

This item involves the construction of a base course, level-up course, surface course, or any combination thereof, as specified in TxDOT Item 340. Asphaltic concrete shall meet the requirements for Type "D" or "B" of TxDOT Specification 340. A prime coat shall be applied to the prepared subgrade before placing the first lift. Prime coat is considered subsidiary to the asphalt item.

Asphalt Transition & Pavement shall consist of minimum 2” of TY D Asphalt on 4” TY B Asphalt prior to pavement terminus detail as shown in plans. The asphalt transition is to be placed over lime treated subgrade in accordance with Bid Item 303.

This asphalt transition item includes the construction of thickened concrete pavement at pavement terminus detail as shown in plans. The installation of concrete pavement is to conform to requirements shown in Bid Item 29.
This work includes constructing courses composed of a compacted mixture of aggregate and asphalt cement, mixed hot in a mixing plant, in accordance with the plans and specified requirements.

MATERIALS: Materials must meet project specifications before mixing, including aggregate and asphalt cement. Additional test requirements may apply to ensure the quality of materials or the paving mixture, as indicated on the plans.

CONSTRUCTION: Begin by laying the base course, ensuring proper compaction and adherence to the specified dimensions. Follow with the level-up course and surface course, as required, maintaining uniform thickness and compaction throughout. Ensure each layer is mixed according to the specified temperature and properly compacted to achieve the desired density.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by the square yard for each completed course. Payment covers all materials, labor, and procedures necessary for construction, including mixing, spreading, compaction, and finishing. Any additional testing requirements will be addressed as specified in the plans.

The OWNER reserves the right to delete any or all of these items from the Contract if not needed.

BID ITEM 311: CAST-IN-PLACE CONCRETE RETAINING WALL (FORMLINED WITH INTEGRAL COLOR)

This item involves furnishing materials, constructing, and installing retaining walls as specified in TxDOT Item 423. This work includes constructing cast-in-place

concrete retaining walls with formlined surfaces and integral color, as shown on the plans.

MATERIALS: Concrete for retaining walls must conform to the following classes unless otherwise specified: Reinforced Class "C," Nonreinforced Class "A," or Precast Class "H."

CONSTRUCTION: Construct the retaining walls according to the plans, ensuring proper alignment and structural integrity. Use formwork to create the specified surface texture and apply integral color as required. Ensure all concrete mixing, placing, and curing processes meet the specified standards.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by the linear foot of completed wall. Payment covers all materials, labor, and procedures necessary for construction, including formwork, reinforcement, coloring, and finishing. Any additional requirements specified in the plans will be addressed accordingly.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 312: CONCRETE 6” DRIVEWAY

Construct 6” Concrete Driveway in accordance with TxDOT Specification 530 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item

unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per square yard.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 313: 4" CONCRETE SIDEWALK (BROOM FINISH)

Four inch (4") thick reinforced concrete sidewalk, including reinforcing steel, shall be constructed in accordance with the width and details shown on the Plans and TxDOT Specification Items 360 and 531. Reinforced concrete paving shall be constructed in accordance with TxDOT Specification Items 360 and 531 with the appropriate strength. One (1") inch thick layer of cushion sand under the sidewalk is subsidiary to the unit price of the sidewalk.

Sidewalk widths vary and shall be installed per the Plans. Expansion joint material and elastomeric filler shall be placed along the full length of the sidewalk between the back of curb and sidewalk (for areas where sidewalk is adjacent to back of curb), and shall be included in the unit price for the sidewalk. Sidewalks located adjacent to the back of curb shall have a sidewalk lug installed per Figure 11P-3 on the Plans. This is subsidiary to sidewalk installation.

The Contractor shall be responsible to ensure all sidewalk construction is in accordance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Any portions of sidewalks which are constructed and do not meet the requirements of ADA and TAS will be required to be removed and replaced at the Contractor's Expense.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per square yard including excavation, concrete, reinforcing steel, cushion sand, joint sealer, expansion joint material and elastomeric filler complete in place.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 314: CONCRETE SIDEWALK PAVERS (INC. CONCRETE BASE)

This item consists of constructing a sidewalk using enhanced concrete pavers set in a 1–1½ inch leveling course, on top of a 4" concrete base in accordance with Section 32 14 00 and details in the plans. Work includes subgrade preparation, pouring of concrete base and concrete headers, spreading and screeding the leveling course, setting pavers in the pattern shown on the plans, cutting units as needed for fit, and installing edge restraints.

Pavers shall be mixed from several pallets to achieve a uniform color and texture, and shall be vibrated into the base using a low-amplitude plate vibrator. Expansion and control joints shall be provided with sealant and compressible backer rod where indicated. Joints shall be filled with polymeric sand immediately after compaction, and excess sand shall be removed. All materials shall comply with applicable ASTM standards, and herbicide shall be applied to the leveling course to inhibit weeds..

The Contractor shall be responsible to ensure all sidewalk construction is in accordance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Any portions of sidewalks which are constructed and do not meet the requirements of ADA and TAS will be required to be removed and replaced at the Contractor's Expense.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment shall be per square yard of installed sidewalk, including all labor, materials, and procedures necessary for a complete and uniform installation.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEMS 315 to 317 CURB RAMPS

This item shall govern the installation of Curb Ramps in accordance with the details provided in the Plans and TxDOT Specification Item 531.

Concrete for curb ramps shall be constructed with 3,000 psi Class "A" Portland Cement Concrete with 5 sacks of cement per cubic yard, with a maximum slump of 5 inches. Rebar shall be #3 bars spaced at 18" o.c.e.w. Concrete shall meet the requirements of Item 303.

The Contractor shall be responsible to ensure all barrier free ramp construction is in accordance with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS). Any portions of the barrier free ramp which are constructed and do not meet the requirements of ADA and TAS will be required to be removed and replaced at the Contractor's Expense.

Per Texas Accessibility Standards Technical Memorandum TM 08-01 Issues: June 30, 2008, "The ONLY surface texture TDLR is currently aware of that meets the intent of both the Texas Accessibility Standards and the currently enforceable federal Americans with Disabilities Act Accessibility Guidelines are detectable warnings (aka truncated domes) meeting the technical specifications of TAS 4.29.2." Truncated dome surface shall be provided by using precast detectable warning plates or approved equal in a color approved by the City representative. Truncated dome pavers will not be allowed.

"In accordance with Administrative Rules 68.102 and TAS 2.2, the Department is allowing the detectable warning surface to be a minimum of 24" in depth (in the direction of pedestrian travel) in lieu of the full depth of the curb ramp. The deviation from this particular technical requirement does not require a variance. The truncated domes must still extend the full width of the curb ramp (or landing as applicable at parallel curb ramps) and comply with TAS 4.29.2."

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be on a "per-each" basis furnished and installed and shall include all concrete, reinforcement, formwork, truncated domes, monolithic curb, labor, materials, and incidentals necessary to complete the work per provided details.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 318: 6" CONCRETE CURB & GUTTER

This item involves constructing Portland cement concrete pavement with monolithic curbs on a prepared subgrade or subbase, as specified in TxDOT 360. The work includes constructing curb and gutter sections according to the typical sections shown on the plans, following the lines and grades established by the Engineer.

MATERIALS: Prepare a paving construction plan that includes the concrete mix design, construction methods, and equipment details for mixing, placing, finishing, curing, and lighting.

CONSTRUCTION: Submit the construction plan for approval before starting pavement operations. The plan should detail the location, sequence, and methods for constructing leaveouts as shown on the plans or required by the Contractor's operations. Any revisions to the plan must be approved by the Engineer.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by the linear foot of completed curb and gutter. Payment includes all materials, labor, and procedures necessary for construction, including the approved construction plan, equipment, and any miscellaneous materials required.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 319: ADJUST WATER VALVE

This item involves adjusting water valves as specified in NCTCOG 502.6. gate valves ranging from 3 inches to 48 inches must conform to AWWA Standards C500 for Metal-Seated Gate Valves, with any specified changes or alternatives.

MATERIALS: Materials must comply with NSF Standard 61 for Drinking Water System Components. Smaller valves should be supported with concrete as detailed in the plan's appurtenance sheets.

CONSTRUCTION: Adjust water valves according to the specifications and ensure compliance with design data and tests as shown in the plans and contract documents.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by each valve adjusted. Payment includes all materials, labor, and procedures necessary to adjust the water valve according to the specified standards and requirements.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 320: ADJUST MANHOLE TO GRADE

This item involves adjusting manholes to the required grade as specified in NCTCOG 502.1. Manholes must be fabricated in various configurations to meet the specific needs of water, wastewater, or stormwater systems. Adjustments are made using risers to align access covers and frames to the final grade.

MATERIALS: Adjustment risers may be concrete, polyethylene, metal, rubber, or other materials approved by the OWNER. They must meet impact and loading requirements of the AASHTO Standard Specification for Highway Bridges. The CONTRACTOR must verify dimensions of existing frames and covers to ensure proper fit before fabricating adjustment components.

CONSTRUCTION: Installed grade adjustment risers and assemblies must fit within existing castings without interference, remain immobile, and provide a watertight seal. Manhole lids must have full bearing on the inner rings.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order

from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by each manhole adjusted. Payment includes all materials, labor, and procedures necessary to adjust the manhole to the specified grade, ensuring a proper fit and watertight seal.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 321: ADJUST TRAFFIC GROUND BOX

This item involves constructing, furnishing, and installing ground boxes of various types and sizes as specified in TxDOT Item 624. The work includes installing ground boxes complete with lids, as shown on the plans, using new materials.

MATERIALS: Materials must conform to the plans, with precast concrete ground boxes, cast-in-place boxes, and aprons meeting Item 421, "Portland Cement Concrete," and Item 440, "Reinforcing Steel." Precast polymer concrete ground boxes should be made from reinforced polymer concrete with borosilicate glass fiber, catalyzed polyester resin, and aggregate. Ground boxes must withstand a 6800-kilogram load applied over a 250mm x 250mm area.

CONSTRUCTION: Install ground boxes according to plan details, ensuring proper alignment and stability. Provide a concrete apron if specified.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by each complete ground box installed. Payment includes all materials, labor, excavation, backfilling, construction, installation, concrete aprons, reinforcing steel, and any necessary tools and equipment.

BID ITEM 322: CONCRETE STREET HEADER

This item governs the construction of portland cement concrete street headers in accordance with TxDOT Item 360 “Concrete Pavement.” The work includes constructing concrete headers on a prepared subgrade or subbase, conforming to the specified lines, grades, and typical sections in the project plans.

The contractor must submit a detailed paving construction plan for approval, which includes the mix design, construction methods, and equipment descriptions. All materials used must comply with pertinent items such as Item 421 “Portland Cement Concrete” and Item 440 “Reinforcing Steel.” Equipment must be maintained in good condition and approved by the Engineer before construction begins.

Concrete should be placed using forms or a slipform paver, ensuring minimal segregation and rehandling. The curing process requires a minimum of 72 hours using membrane curing as specified.

Payment for this item will be at the contract unit price per linear feet. This price includes the cost of materials, labor, equipment, and any incidentals necessary to complete the work according to the specifications. All work must comply with the requirements outlined in TxDOT Item 360 to ensure the quality and durability of the concrete pavement.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 323: SIDEWALK SPANNING FLUME

This item involves the construction of a sidewalk spanning flume in accordance with TxDOT Item 360 “Concrete Pavement.” The work includes building the flume on a prepared subgrade or subbase, following the specified lines, grades, and typical sections in the project plans.

The contractor is required to submit a paving construction plan for approval, detailing the mix design, construction methods, and equipment to be used. All materials must meet the requirements of relevant items such as Item 421 “Portland Cement Concrete” and Item 440 “Reinforcing Steel.” Before commencing construction, all equipment must be maintained in good condition and approved by the Engineer.

Concrete placement should be executed using forms or a slipform paver to minimize segregation and rehandling. The concrete must be cured for at least 72 hours using the specified membrane curing method.

Payment for this item will be at the contract unit price per unit. This price covers all materials, labor, equipment, and incidentals necessary to complete the work as specified. Compliance with TxDOT Item 360 is mandatory to ensure the quality and durability of the concrete structure.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 324: PERMANENT ASPHALT REPAIR FOR FIG 15P-1 DETAIL

This item involves the permanent repair of asphalt pavement as per the specifications outlined in TxDOT Item 360 “Concrete Pavement.” The work requires constructing the repair on a prepared subgrade or subbase, adhering to the lines, grades, and details shown in Figure 15P-1 of the project plans.

The contractor must submit a detailed paving construction plan for approval, including the mix design, construction methods, and equipment descriptions. All materials must comply with relevant items such as Item 300 “Asphalts, Oils and Emulsions” and Item 421 “Portland Cement Concrete.” Equipment must be in good condition and approved by the Engineer before starting construction.

Concrete placement should be executed using forms or a slipform paver to minimize segregation and rehandling. The concrete must be cured for at least 72 hours using membrane curing as specified.

Payment for this item will be at the contract unit price per square yard. This price includes all materials, labor, equipment, and incidentals necessary to complete the work according to the specifications. Compliance with TxDOT Item 360 ensures the repair's quality and durability.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item.

BID ITEM 325: TREE PROTECTION W/6' CHAIN LINK FENCE

This item involves the installation of a 6-foot chain link fence to protect trees during construction activities, adhering to the specifications outlined in TxDOT Item 361 “Full-Depth Repair of Existing Concrete Pavement.” The work includes erecting the fence around designated trees to prevent damage from construction operations.

The contractor must ensure the fence is installed securely and maintained throughout the project duration. Materials used must conform to the pertinent requirements and be approved by the Engineer. The fence should be positioned according to the plans, providing an effective barrier to safeguard the trees.

Payment for this item will be at the contract unit price per linear foot of fencing. This price includes all materials, labor, equipment, and incidentals necessary to complete the work according to the specifications. Compliance with TxDOT Item 361 ensures the protection of the trees and prevents any damage during the construction process.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are

included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item.

BID ITEM 326: TRUNCATED DOMES

This item involves the installation of truncated domes on sidewalks as per TxDOT Item 531 “Sidewalks.” The work includes constructing concrete sidewalks with truncated domes on an approved subgrade, foundation, or finished surface, following the lines, grades, and details established by the Engineer.

All materials must conform to pertinent items such as Item 360 “Concrete Pavement” and Item 421 “Portland Cement Concrete.” The concrete used shall be Class "A" unless specified otherwise. Construction requires shaping the subgrade to the specified line, grade, and cross section, and placing reinforcing steel as shown on the plans.

Sidewalks with truncated domes will be constructed in sections, with premolded or board joints placed vertically between sections. The completed work must be cured for a minimum of 72 hours using approved methods.

Payment for this item will be at the contract unit price per square foot, which includes all materials, labor, equipment, and incidentals necessary to complete the work in compliance with the specifications.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item.

BID ITEM 327: SIDEWALK CURB

This item involves the construction of sidewalk curbs using portland cement concrete in accordance with TxDOT Item 360 “Concrete Pavement.” The work includes constructing the curb on a prepared subgrade or subbase course, following the specified lines, grades, and details in the project plans.

The contractor must submit a paving construction plan for approval, detailing the mix design, construction methods, and equipment. All materials must comply with pertinent items such as Item 421 “Portland Cement Concrete” and Item 440

“Reinforcing Steel.” Equipment must be in good condition and approved by the Engineer.

Concrete placement should ensure minimal segregation and rehandling. Curb joints will be constructed as per specifications, ensuring alignment and grade. Curing must last at least 72 hours using approved methods.

Payment for this item will be at the contract unit price per linear foot. This price includes all materials, labor, equipment, and incidentals necessary to complete the work according to the specifications. Compliance with TxDOT Item 360 ensures the quality and durability of the sidewalk curb.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 328: REMOVE & RELOCATE CHAIN LINK FENCE IN PLACE

This item consists of the careful removal, relocation, and reinstallation of existing chain link fence at locations shown on the plans or as directed by the Engineer, in accordance with NCTCOG standard specifications.

MATERIALS: Existing chain link fence components, including fabric, posts, rails, fittings, and hardware, shall be salvaged and reused to the greatest extent practical. Any damaged or unusable materials shall be replaced with new materials of equal size, gauge, coating, and quality, conforming to applicable standards.

CONSTRUCTION: The existing fence shall be carefully dismantled to prevent damage to reusable materials. Fence posts shall be removed, and post holes backfilled and compacted as required. The fence shall be relocated and reinstalled in the new alignment, to the same height and configuration as existing, unless otherwise shown on the plans. New post holes shall be excavated, posts set plumb and aligned and embedded in concrete. Chain link fabric shall be stretched and securely fastened to posts and rails. The completed fence shall be straight,

uniform, and free of defects. All disturbed areas shall be restored to original or better conditions.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement shall be by the linear foot of fence removed and relocated. Payment shall be full compensation for removal, salvage, relocation, reinstallation, replacement materials, concrete, labor, equipment, tools, site restoration, and all incidentals necessary to complete the work in accordance with the specifications.

BID ITEMS 400 to 403: REINFORCED CONCRETE PIPE CLASS III (VARIOUS SIZES)

This item involves furnishing and installing reinforced concrete pipe (RCP) in accordance with TxDOT Item 464 “Reinforced Concrete Pipe.” The RCP will be used for various applications such as culverts and storm drains, conforming to ASTM C 76 standards for Circular Pipe Class III.

SIZES AND SPECIFICATIONS:

18" RCP Class III
24" RCP Class III
30" RCP Class III
36" RCP Class III

Each pipe will be machine-made or cast, ensuring uniform placement and compaction of concrete. The installation will follow the specified design, including proper alignment, grade, and jointing methods using materials such as mortar, rubber gaskets, or pre-formed flexible joint sealants.

CONSTRUCTION:
Excavation and Bedding: Excavate, shape, bed, and backfill according to Item 400. Ensure proper bedding and alignment.
Laying Pipe: Install pipes starting from the outlet end, ensuring alignment and tight joints.
Jointing: Use appropriate methods for sealing joints to ensure watertightness.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order

from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item will be at the contract unit price per linear foot. This price includes all materials, labor, excavation, backfill, and incidentals necessary to complete the work. Excavation, shaping, bedding, and backfill will be compensated under Item 400. Any protection methods for excavations greater than 5 feet deep will be paid under Item 402 or Item 403.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEMS 404 & 405: STANDARD STORM INLETS (5’ AND 10’)

This item involves the construction of standard storm inlets, both 5-foot and 10-foot, in accordance with City Standard Details and TxDOT Specification 465.

SPECIFICATIONS:
5’ Storm Inlet
10’ Storm Inlet

All inlets must be cast-in-place using Class “C” concrete, with a minimum of 5 sacks per cubic yard cement content and a compressive strength of 3,000 psi at 28 days. The depth of inlets shall be adjusted according to plan elevations at no additional cost.

CONSTRUCTION: The construction of the storm inlets requires high-quality materials. Class “C” concrete is used, ensuring a minimum of 5 sacks per cubic yard and achieving a compressive strength of 3,000 psi when tested at 28 days. Reinforcing steel is incorporated to provide additional structural integrity. Proper formwork is essential to ensure the inlets are cast in place accurately. The construction process includes excavation, backfill, and the installation of ring and lid components.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for standard storm inlets will be on a “per each” basis. This includes all materials, labor, excavation, backfill, formwork, concrete, reinforcing steel, ring and lid, and any incidental tasks such as existing curb removal and replacement.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 406: TRENCH EXCAVATION PROTECTION

The provisions of Item 107.20.3 of the COG Specifications shall govern for “Trench Safety”. A trench safety plan shall be submitted for approval as required under “**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES”** of these technical specifications. All trenches must be backfilled at the end of the workday. No open trenches will be allowed outside of working hours. The cost of dewatering, if necessary, shall be incidental to this Bid Item.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per linear foot.

EARTHWORK CONSIDERATIONS: This item is 'unclassified' and shall include the removal, handling, and disposal of all materials encountered, including rock, buried debris, or stable/unstable soil, with no additional compensation for material type. Moisture conditioning, compaction, and final grading are subsidiary.

BID ITEM 407: TXDOT CH-FW-0 (2:1)

This item involves furnishing, constructing, and installing the TXDOT CH-FW-0 (2:1) headwalls and wingwalls for drainage structures as per TxDOT Specification 466.

MATERIALS: Materials must comply with Item 420, "Concrete Structures," Item 421, "Hydraulic Cement Concrete," and Item 440, "Reinforcing Steel." Use Class C concrete unless otherwise specified, ensuring durability and strength. For precast units, proper fabrication and marking are required, including lifting holes and identification details.

CONSTRUCTION: Construction includes excavation, shaping, bedding, and backfilling as per Item 400. Precast units must be accurately placed on stable foundations, and lifting holes should be filled and cured. Ensure proper connections to existing structures according to the plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment is made on a per each basis for the installation of headwalls and wingwalls. This includes the full scope of work, such as constructing, furnishing, transporting, and installing the units, as well as any necessary connections, excavation, backfilling, and associated labor and materials.

BID ITEMS 408 & 409: JUNCTION BOXES (VARIOUS SIZES)

This item covers the construction of 4'x4' and 6'x6' junction boxes, classified as manholes, in accordance with TxDOT Specification 465.

MATERIALS: Materials must comply with Items 420, 421, 440, 442, and 471, ensuring high-quality concrete and reinforcing steel. Class "A" concrete is specified unless stated otherwise. Mortar should consist of one part portland cement and two parts clean sand, with optional lime not exceeding 10% of the dry mix.

CONSTRUCTION: Construction involves completing the junction boxes to the specified dimensions, using either cast-in-place or precast methods. All concrete work follows Item 420, with forms required for concrete walls. Junction boxes must be constructed to the depth specified in the plans, and backfilled according to Item 400.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment is made on a per each basis for the junction boxes. This includes all materials, labor, excavation, backfill, concrete, reinforcing steel, and any necessary frames, grates, rings, and covers. The work includes all excavation and backfill, as well as any incidentals required to complete the construction.

BID ITEM 410: CONCRETE FLUME

This item involves constructing concrete flumes in accordance with TxDOT Item 420, “Concrete Structures.”

Construct concrete flumes as specified in the plans, ensuring proper alignment and installation for effective water flow control.

MATERIALS: Conform to Item 421, “Hydraulic Cement Concrete,” using the class specified in the plans. Provide reinforcing steel following Item 440 requirements. Use materials complying with DMS-6310, ensuring correct dimensions and specifications.

CONSTRUCTION: Before starting, obtain approval for construction methods. Ensure proper preparation of surfaces, placement of reinforcement, and handling of concrete. Maintain specified temperature limits during placement and ensure proper curing as outlined in the guidelines. For expansion joints, prevent bridging of concrete around joint materials and ensure joints conform to plan details.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by the square

yard of completed flume. Payment includes all materials, labor, excavation, formwork, reinforcement, concrete placement, finishing, and curing necessary to complete the work.

CONCRETE/PAVING CONSIDERATIONS: Includes all formwork, reinforcement, joints, dowels, finishing, curing, and subgrade preparation. Any concrete removed or damaged outside the designated limits shall be replaced at the contractor's expense.

BID ITEM 411: STONE RIPRAP (12") (THICK) (GROUTED) (W/ FILTER FABRIC)

The provisions of Item 803.3 of the COG Specifications shall govern for installation of stone riprap.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per square yard.

BID ITEM 500: INSTALL SMALL SIGN AND NEW POST ASSEMBLY

For locations shown on the Plans, install the proposed sign panel(s) and post. Sign posts shall be in accordance with TxDOT Specification 636 and 644 and TxDOT Details. Refer to the Plans for proposed sign locations.

Signage shall be installed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest revision. The City of North Richland Hills reserves the salvage rights on surplus/replaced signage. New Street signs will be provided by the CONTRACTOR to be mounted and installed by the CONTRACTOR.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing,

grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This item shall be on the bases of price bid per each sign post installed. Any repairs necessary due to damage caused while installing signs and sign panels be subsidiary to this bid item.

BID ITEMS 501 to 507: PAVEMENT MARKINGS

Pavement markings shall be performed in accordance with TxDOT Standard Specifications and the Manufacturer recommendations. This item shall consist of the work, labor, materials, and equipment necessary to install pavement markings as shown on the Plans in accordance with the Texas Department of Transportation Items 666, 672 and 678. All work, labor, materials, and equipment required for surface preparation, installation of pavement markings, and pavement marking sealant shall be subsidiary to each pavement marking bid item placed. Each pavement marking shall be thermoplastic.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Refer to Bid Unit Price Form.

BID ITEM 600: ABANDON WATER LINE

Abandon existing water line in accordance with NCTCOG Specification 701.2 and the city detail shown in Plans (Figure 9W).

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per linear feet.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEMS 601 & 602: REMOVE WATER LINE AND GATE VALVE

Remove and salvage water line and gate valve in accordance with NCTCOG Specification 701.2 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 603: 8” AWWA C900 PVC DR18 WATER PIPE

Install water pipe in accordance with NCTCOG Specification 501.14 and the Plans. All mains installed by direct bury shall be laid with #14 AWG tracer wire with blue 30 mil HDPE coating. All mains installed by directional boring shall include #12 AWG copper clad steel wire.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per linear foot and shall include excavation, backfill, labor, materials, and incidentals necessary to complete the work.

BID ITEM 604: 8" RESILIENT SEATED GATE VALVE W/BOX

Install Resilient Seated Gate Valve w/Box in accordance with NCTCOG Specification 502.6 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 605: FIRE HYDRANT ASSEMBLY

Install Fire Hydrant Assembly in accordance with NCTCOG Specification 502.3 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 606: INSTALL 1" WATER METER AND SERVICE CONNECTION

Adjust water meter and install water service connections in accordance with NCTCOG Specification 502.10 and the Plans. Existing water meters are to be reused and reestablished at proposed meter boxes, as shown on the plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 607: CONNECTION TO EXISTING WATER LINE

Connect proposed water line to existing water line in accordance with NCTCOG Specification 502.10 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each and shall include excavation, backfill, labor, materials, and incidentals necessary to complete the work.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 608: REMOVE/ABANDON EX 6" SANITARY SEWER

Abandon existing sewer line in accordance with NCTCOG Specification 701.2 and the city detail (Figure 5S) shown in Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per linear feet.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 609: 8" SANI SEWER PVC SDR 35 (TRENCH)

Install sanitary pipe in accordance with NCTCOG Specification 501.17 and the Plans.

All ditchlines shall be mechanically tamped with the cost incidental to this bid item. Backfill shall be placed in 6"-8" loose lifts (12" maximum) and shall be compacted to 95% of the maximum dry density as defined by ASTM D698 (Standard Proctor) procedures under existing and proposed pavement, and to 90% Standard Proctor procedures elsewhere. Densities shall be taken every one (1) lift at staggered hundred feet increments.

The cost of cutting, plugging, and abandoning existing sanitary sewer lines is incidental to the unit cost of pipe. The ends of all abandoned lines shall be plugged with an adequate quantity of concrete to form a tight closure.

Install clay dams or trench dams as required downstream of all storm drain crossings, or when groundwater is detected during manhole installation. The dam shall be located upstream of the manhole, downstream from the storm drain crossing, and just upstream of sanitary sewer manholes located near street low points. Clay dams or trench dams shall be considered subsidiary to this item.

All sanitary sewer lines shall be installed with a trace wire.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per linear foot and shall include excavation, embedment, backfill, tracer wire, testing, materials, equipment, labor, tools and incidentals necessary to complete work.

BID ITEM 610: STANDARD SANITARY SEWER MANHOLE (4' DIAMETER)

Standard sanitary sewer manholes must be furnished and installed in accordance with Items 502.1 of the NCTCOG Specifications and Plans. This item includes the excavation, forming, reinforcing steel, concrete, and any other materials or labor necessary to install the manhole up to 5 feet deep and connect the pipes as detailed on the plans. This item includes the materials and labor required to grout the floor of the manhole so all sewage inside the manhole drains to the outflow pipe and the manhole does not retain sewage. The manhole shall be capable of supporting an HS20 direct vehicle load or greater. Where there is a conflict between the proposed manhole and an existing utility to be abandoned or removed the removal of the existing utility shall be considered subsidiary to the installation of the proposed manhole. The unit price bid includes all compensation due for this item.

Vacuum testing of manholes shall be done in accordance with NCTCOG Specification 502.1 and the Plans. Vacuum testing shall be considered subsidiary to this item.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each and shall include excavation, materials, backfill, manhole tie-ins and vacuum testing.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 611: CONNECTION TO EXISTING 8" MANHOLE

Connect proposed sanitary sewer line to existing manhole in accordance with NCTCOG Specification 502.10 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each and shall include all required excavation, removal, backfill, labor, materials, equipment, and appurtenances to make the connection.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 612: INSTALL SEWER SERVICE (SHORT AND LONG)

Install sanitary sewer services or adjust sanitary sewer service to connect to existing in accordance with NCTCOG Specification 502.10 and the Plans. Any damage to existing cleanouts shall be replaced at no additional pay.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEM 613: CLSM ENCASEMENT

Install Controlled Low Strength Material (CLSM) Encasement in accordance with TxDOT Specification 401 and the Plans. CLSM backfill shall be utilized in place of "pea gravel or #10 chat" and installed to the same limits as shown in city backfill details.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per linear foot.

BID ITEM 614: TEMPORARY ASPHALT TRENCH REPAIR

This item involves repairing localized failures of existing flexible pavement structures as specified in TxDOT Item 351.

This work addresses repairs of stabilized or unstabilized base sections surfaced with asphaltic concrete or asphalt surface treatment. Repairs are made to the specified depth, with a minimum repair dimension of three feet in both length and width.

MATERIALS: Materials must meet specified quality standards and include flexible base, stabilized base, asphaltic concrete pavement, surface treatments, and prime coats. Existing materials removed are not to be reused unless specified.

CONSTRUCTION: Begin by breaking or scarifying the existing pavement and excavating to specified dimensions, leaving neat vertical faces. Prepare the subgrade by filling any holes, ruts, or depressions with approved material, then wet, reshape, and compact it. Mix and place the base material in uniform layers, ensuring proper compaction. Cure the base material as approved, allowing traffic once the mixture hardens sufficiently. Finally, clean the base thoroughly and apply the specified surfacing material, such as asphaltic concrete pavement or surface treatment.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by the square yard of completed section for the specified depth. Payment covers all materials, labor, and procedures necessary for the repair, including scarifying, spreading, compaction, and surfacing. Silt-fencing protection, if required, will be paid under the relevant specification item.

BID ITEM 615: TRENCH EXCAVATION PROTECTION

This item involves providing excavation protection for trenches over five feet deep, as specified in TxDOT Item 402. Trench excavation protection is required for narrow excavations where the depth exceeds the width, and the width is not greater than 15 feet. This also applies when forms or structures reduce the excavation dimension to 15 feet or less.

CONSTRUCTION: Follow the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of OSHA's Standards and Interpretations for all trench excavation protection.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement is by the linear foot along the centerline of the trench where the depth exceeds five feet. Payment is made at the unit price bid per linear foot for "Trench Excavation Protection." This includes all excavation and backfill, shoring, sheeting, bracing, dewatering, diversion of water, jacking, jack removal, and all necessary labor, materials, tools, equipment, and incidentals. No payment is made for excavation protection required due to optional design choices.

EARTHWORK CONSIDERATIONS: This item is 'unclassified' and shall include the removal, handling, and disposal of all materials encountered, including rock, buried debris, or stable/unstable soil, with no additional compensation for material type. Moisture conditioning, compaction, and final grading are subsidiary.

BID ITEM 616: INSTALL 2" WATER METER AND SERVICE CONNECTION

Adjust water meter and install water service connections in accordance with NCTCOG Specification 502.10 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEMS 700 & 701: FURNISHING AND PLACING TOPSOIL AND BLOCK SODDING

Topsoil and Sod shall be installed per TxDOT Specification Items 160 and 162. The type of sod placed shall match the type of grass in the adjacent lawn area. A 4-inch layer of topsoil, furnished in accordance with Item 162, shall be placed on all areas to be sodded. Suitable on-site topsoil may be utilized, or topsoil shall be imported to achieve 4-inches. Fertilizer shall be furnished in accordance with Item 166 and applied at time of initial sodding only. Fertilizer shall be considered subsidiary to Block Sod placement. Watering during construction will be considered subsidiary to block sodding and will be done in accordance with Item 168. Watering shall be done until accepted by the owner and the City.

The topsoil shall be uniformly distributed on the designated area(s) and it shall be a minimum of 4 inches (75 mm) deep after firming. Spreading shall be performed in such a manner that sod installation can proceed with a minimum of additional soil preparation and tillage. Any irregularities in the surface resulting from topsoiling or other operations shall be corrected in order to prevent the formation

of depressions or water pockets. Topsoil shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading or proposed for turfgrass sod installation.

After the topsoil has been spread and the final grade approved, it shall be cleared of all grade stakes, surface trash or other objects that would hinder installation and/or maintenance of turfgrass sod and other plantings. Paved areas over which hauling operations are conducted shall be kept clean and any soil which may be brought upon the surfacing shall be promptly removed. The wheels of all vehicles shall be kept clean to avoid tracking soil on the surfacing of roads, walks or other paved areas.

The first row of turfgrass sod shall be laid in a straight line, with subsequent rows placed parallel to and tightly against each other. Lateral joints shall be staggered to promote more uniform growth and strength. Care shall be exercised to insure that the pieces are not stretched or overlapped and that all joints are butted tightly to prevent voids that would cause air drying of the roots.

The installation contractor shall water the turfgrass sod immediately after transplanting to prevent drying. As sodding is completed in any one section, the entire area shall be lightly rolled. It shall then be thoroughly watered to a depth sufficient to ensure the underside of the new sod pad and soil immediately below the pad are thoroughly wet. The general contractor shall be responsible for having adequate water available at the site prior to and during installation.

The general contractor shall supply adequate water to the site. The single-most important factor in the successful rooting of newly installed turfgrass sod is adequate, regular watering. Watering should begin immediately after installation. The amount of water required will vary depending upon season, weather, temperature, wind, slope and turfgrass variety. The general contractor shall designate the party responsible to ensure adequate water supply and application.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Topsoil shall be measured per cubic yard. Block sodding shall be measured and paid per square yard of block sod installed. Both items include all labor, equipment and materials necessary to complete the work including preparation of topsoil, watering, fertilizing and

maintenance until accepted by the property owner and the City. The cost of fertilizer and watering is incidental to the unit price of sodding.

BID ITEMS 702 & 703: SILT FENCE AND INLET PROTECTION

This item involves the installation, maintenance, and removal of silt fences and inlet protection in accordance with TxDOT Item 506.

MATERIALS: Materials for silt fences include net-reinforced woven geotextile fabric, wood or steel posts, and galvanized wire for reinforcement. Inlet protection materials must meet specific requirements as detailed in the plans.

CONSTRUCTION METHODS: Implement control measures before starting construction. Install silt fences near the downstream perimeter of disturbed areas and inlet protection at specified locations. Maintain these devices to ensure functionality, repairing or replacing as necessary. Remove sediment and debris regularly and dispose of them according to regulations. Upon completion, remove all devices and stabilize disturbed areas.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Silt Fence is measured by the linear foot and Inlet Protection by each unit. Payment is made at the unit price bid for "Silt Fence (Install/Maintain/Remove)" and "Inlet Protection (Install/Maintain/Remove)." This includes all materials, labor, installation, maintenance, removal, and any incidentals necessary to complete the work.

BID ITEMS 800 to 805: SITE FURNISHINGS

This item involves the installation of various site furnishings as specified in Section 12 93 00. The work includes the installation of tree grates, lighted boards, benches, and trash receptacles. These items are to be integrated into the site as per the plans and specifications.

MATERIALS: All site furnishings must be obtained from the manufacturer specified or approved equal. Colors and specific materials should be confirmed with the owner as indicated in the plans. Tree grates, tactile warning plates, lighted bollards, benches, and trash receptacles must adhere to the drawing materials schedule or be an approved equal.

CONSTRUCTION: Metal components should be fabricated to required shapes with smooth, consistent finishes. Weld connections must be continuous and polished to match adjoining surfaces. Installation must follow the manufacturer's instructions, ensuring that all furnishings are level, plumb, and securely anchored. Post settings should be cast in concrete footings, protected from splatter, and verified for alignment.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment will be made per each installed furnishing, covering all materials, labor, and procedures necessary for the complete installation, including any finishing and adjustments needed to meet the specified requirements.

~~**BID ITEM 806: CLUSTER MAILBOX**~~

~~This item involves the installation of a United States Postal Service (USPS) approved Cluster Box Unit (CBU) on a properly prepared reinforced concrete pad.~~

~~CONSTRUCTION: The work includes excavating and leveling the site to receive the concrete pad, placing and finishing the concrete to provide a stable, durable base, and anchoring the pad in accordance with the mailbox manufacturer's and USPS installation requirements. The CBU shall be installed plumb and level on the concrete pad, with anchors and fasteners as recommended by the manufacturer, ensuring stability and proper alignment. The location of the CBU shall be approved by the local USPS Growth Manager or designee prior to installation and shall provide safe, unobstructed access for mail carriers and customers, including compliance with ADA accessibility requirements. After installation, the USPS master access lock shall be installed by the local USPS representative.~~

~~MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed~~

~~areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment for this work shall be based on each complete cluster mailbox assembly installed with foundation, including all labor, materials, tools, and equipment necessary to provide a fully functional, USPS-compliant mailbox unit.~~

BID ITEM 807 & 808: 4" DUAL WALL PERFERATED PIPE FOR TREE GRATES AND 4" DUAL WALL SOLID PIPE FOR TREE GRATES

These items involve the furnishing and installation of 4" dual wall drainage pipe for the tree grates and all incidentals.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per each.

INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

BID ITEMS 900 to 903: PLANTS

This item involves the installation and maintenance of trees, ornamental grasses, shrubs, and ground cover as specified in Section 32 93 00. The work includes planting a variety of vegetation to create a cohesive and aesthetically pleasing landscape.

MATERIALS: All plant materials must be nursery-grown and comply with ANSI Z60.1 standards. Trees and shrubs should have healthy root systems and be free of diseases and defects. Use container-grown trees with root balls measured from the top of the root ball beginning at the root flare. Topsoil should be reused from on-site sources, if suitable, and cleaned of debris. Compost must be well-composted, stable, and weed-free. Slow-release fertilizer should have a composition of 20% nitrogen, 10% phosphorus, and 10% potassium. Organic mulch should be made from ground or shredded bark. The planting soil mix should include 3 inches of loose compost tilled into 6 inches of topsoil for a total prepared soil depth of 9 inches.

CONSTRUCTION: Prepare planting beds by removing stones and debris. Grade beds to a smooth finish. Excavate pits for trees and plants with sloped sides and ensure the root flare is visible before planting. Set plants plumb and centered with the root ball slightly above the finish grade. Apply organic mulch around plants, keeping it away from trunks or stems. Prune only dead or broken branches.

MAINTENANCE: Maintain plantings by watering, weeding, fertilizing, and pruning as needed to establish healthy growth. Protect plants from damage during operations and replace any damaged plantings.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment are based on each type of plant installed and maintained, covering all materials, labor, and procedures necessary to establish a healthy landscape.

BID ITEM 904: SOD

This item involves the installation and maintenance of sod as specified in Section 32 92 00. The work includes laying sod over designated areas to establish a uniform and healthy lawn surface.

MATERIALS: Sod should be solid and placed as indicated on the drawings. Topsoil must be reused from on-site sources, cleaned of debris, and tested for suitability. Organic soil amendments like compost must be well-composted, stable, and free of weeds. Use a slow-release fertilizer with a composition of 20% nitrogen, 10% phosphorus, and 10% potassium.

CONSTRUCTION: Prepare the lawn area by grading and removing debris. Finish grading should result in a smooth surface. Moisten the soil before planting and restore any disturbed areas. Roll sod over the areas in staggered joints, using a manual roller after watering. Fill joints with fine sand and re-roll after the first week.

MAINTENANCE: Maintenance includes watering, fertilizing, weeding, mowing, and replanting as necessary. Ensure a smooth and uniformly grown lawn, mowing only when the grass is tall enough and removing no more than one-third of the grass height at a time.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment are based on the square yard of sod installed and maintained, covering all materials, labor, and procedures necessary to achieve a satisfactory turf.

BID ITEM 905: BED PREP

This item involves the furnishing, placement, and preparation of planting soil mix as specified in Section 32 93 00. The work includes preparing planting areas and placing a uniform, fertile soil medium suitable for trees, shrubs, ground covers, and ornamental grasses.

MATERIALS: Planting soil shall consist of a blend of topsoil, well-decomposed organic matter such as compost or peat moss, and sand as needed to improve drainage. Soil shall be free of subsoil, clay lumps, stones larger than one inch, roots, debris, and contaminants. Organic amendments must be stable, weed-free, and non-toxic. Fertilizer shall be slow-release, applied at rates indicated by soil tests or plans, and soil pH shall be adjusted to 6.0–7.5. Soluble salts shall not exceed 2.0 mmhos/cm.

CONSTRUCTION: Prepare planting areas by removing debris, weeds, and unsuitable materials. Scarify subgrade to a depth of six inches to reduce compaction and improve root growth. Blend planting soil thoroughly before placing and place in layers not exceeding six inches. Lightly firm each layer to remove air pockets without excessive compaction and grade the surface to a smooth, even finish sloped for proper drainage. Water soil after placement to settle and maintain uniform moisture. Protect prepared areas from erosion, compaction, and damage until all plantings are complete.

MAINTENANCE: Maintain planting soil by keeping it adequately moist, controlling erosion, and restoring any disturbed areas prior to planting. Ensure the soil remains loose, level, and free of debris to support healthy plant establishment.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to

complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment will be based on square foot of planting soil mix placed, including all labor, materials, amendments, placement, grading, and watering necessary to achieve a complete and satisfactory planting soil system.

BID ITEMS 1000 to 1006: PLANTING IRRIGATION

This item involves the installation of an automatic irrigation system, including piping, valves, sprinklers, specialties, controls, and wiring, as specified in Section 32 84 00. The work includes setting up a potable water irrigation system to ensure efficient distribution to planting areas.

MATERIALS: The system includes PVC pipes and fittings, with lateral piping downstream from control valves to sprinklers and drain valves. Use PVC ball valves for general duty and plastic automatic control valves with 24-V AC solenoids. Sprinklers should have plastic housing and corrosion-resistant parts. Quick-couplers should be factory-fabricated from bronze or brass.

CONSTRUCTION: Install pipes and wiring in sleeves under sidewalks and paving. Ensure proper cover over piping: 18 inches for main piping and sleeves, and 12 inches for lateral piping. Install piping free of sags and bends, ensuring parallel placement for servicing. Control valves should be placed in control-valve boxes, and sprinklers installed after flushing the system. Position sprinkler heads at least 2 inches from paved surfaces. Install control cables with proper separation from irrigation piping.

MAINTENANCE AND TESTING: Conduct leak tests and operational tests for the system, adjusting controllers and valves as necessary. Replace any damaged components and adjust sprinklers to be flush with the finish grade.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment are

based on the completed installation, covering all materials, labor, and procedures necessary for a fully operational irrigation system.

BID ITEM 1100: DEMOLITION OF EXISTING STREET LIGHT

Remove light pole in accordance with NCTCOG Specification 203.1 and the Plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Refer to the Unit Price Bid Form.

BID ITEM 1101: 200A SERVICE PEDESTAL

This item involves the installation of 200A service Pedestal , as specified in Technical specification 260501(Electrical Service).

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This item shall be measured on a per (EA) electrical service installed. The price is full compensation for all material, labor, equipment, tools and superintendence necessary to complete the work.

BID ITEM 1102: GROUND BOXES (TRAFFIC RATED) W/ APRON

This item involves the installation of Ground Boxes (Traffic Rated) w/ apron, as specified in Technical specification 344135(Ground Box).

MATERIALS: Refer to TxDOT item 624. All ground boxes used for lighting shall have “LIGHTING" and "DANGER-HIGH VOLTAGE" imprinted on the cover. All ground boxes used for signals shall have “SIGNALS” and “DANGER-HIGHVOLTAGE” imprinted on the cover.

INSTALLATION: Refer to TxDOT Item 624.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This item shall be measured on a per Each (EA) basis for each Ground Box, complete in place. All work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for “Ground Box,” of the size and type specified. This price is full compensation for all material, labor, equipment, tools and superintendence necessary to complete the work, including installing the ground box and concrete apron.

BID ITEM 1103: IN-GRADE RECEPTACLE BOX

This item involves the installation In-Grade Receptacle Box, as specified in Technical specification 344135(Ground Box).Additional requirements are noted and shown in plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This item shall be measured on a per Each (EA) basis for each In-Grade Receptacle Box, complete in place. All work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for “In-Grade Receptacle Box,” of the size and type specified. This price is full compensation for all material, labor, equipment, tools and superintendence.

BID ITEM 1104: GFCI PEDESTAL

This item involves the installation of GFCI Pedestal, as specified in Technical specification 344135(Ground Box) & 260501 (Electrical Service). Additional requirements are noted and shown in plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This item shall be measured on a per Each (EA) basis for each GFCI Pedestal, complete in place. This price is full compensation for all material, labor, equipment, tools and superintendence.

BID ITEM 1105: 72” X 24” STREET LIGHT FOUNDATION

This item involves the construction of a reinforced concrete foundation for a street light pole, as specified in TxDOT Item 610. The work includes excavation, placement of reinforcement, installation of anchor bolts, concrete placement, and finishing to provide stable, durable support for street lighting.

MATERIALS:
Concrete shall be Class A, complying with TxDOT Item 421, with a minimum 28-day compressive strength of 3,000 psi. Reinforcing steel shall be deformed, Grade 60, and placed according to the plans, with minimum concrete cover of 3 inches. Anchor bolts and inserts shall conform to the sizes, spacing, and embedment requirements shown on the plans. Forms shall be constructed of sound, rigid materials capable of holding concrete in place without deflection. Water used for mixing or curing shall be potable.

CONSTRUCTION: Excavate to the dimensions and depth shown in the plans, ensuring a level and firm bearing surface. Construct forms to the required dimensions and verify alignment. Place reinforcing steel as detailed, maintaining proper spacing and cover. Set anchor bolts accurately using templates, ensuring vertical alignment. Place concrete in a continuous operation, consolidate with mechanical vibrators, and finish the top surface to a smooth, level grade. Cure concrete per TxDOT requirements to ensure proper strength development.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed

areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement and payment will be based on the number of complete street light foundations installed. Payment includes excavation, concrete, reinforcement, anchor bolts, formwork, and all labor, materials, tools, and equipment necessary to provide a complete foundation as specified.

BID ITEMS 1106 to 1110: CONDUITS (VARIOUS TYPES AND SIZES)

This item involves the installation of various types and sizes of conduits, as specified in Technical specification 270500(Conduit).

MATERIALS: All conduit underground for signals and street lighting shall be Schedule 80 gray PVC unless indicated otherwise. Conduit size shall be as shown in the plans. Conduit above ground shall be 2-inch rigid metal, unless otherwise directed by the City. Conduit size shall be as shown in the plans.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This Item shall be measured on a Linear Foot (LF) basis for each Conduit type and size, complete in place. The length is the straight-line distance between the ground boxes, foundations, or pads. The plan quantity will be determined through calculations and will be used for determining final quantity amounts for payment purposes. Payment shall be based on the linear footage shown in the Plan Quantities. No adjustment will be made for minor field variations unless a significant alignment change is ordered in writing by the Engineer. All work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for “Conduit,” of the size and type specified. This price is full compensation for all material, labor, equipment, tools and superintendence necessary to complete the work. Flexible conduit will not be paid for directly but will be subsidiary to pertinent Items. Rigid metallic conduit elbows 1" and larger that are required to be installed on conduit systems will not be paid for directly but will be subsidiary to pertinent Items. This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the Bid Form.

BID ITEMS 1111 to 1113: ELECTRIC CONDUCTORS (VARIOUS TYPES & SIZES)

This item involves the installation of Electric Conductors (various types & sizes), as specified in Technical specification 260500(Electric Conductor).

MATERIALS: Refer to TxDOT item 620.

INSTALLATION: Refer to TxDOT Item 620.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This Item shall be measured on a Linear Foot (LF) basis for each single conductor, complete in place. The length is the straight-line distance between the ground boxes, foundations, or pads. All work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for “Electric Conductor.” This price is full compensation for all material, labor, equipment, tools and superintendence necessary to complete the work. This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the Bid Form.

BID ITEM 1114: ARC FLASH CALCULATIONS

The provisions of Technical Specification 260501 (Electrical Service), shall apply except as modified or clarified below:

A. No Modifications

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. This item shall be measured on a Lump Sum (LS) basis. This price is full compensation for all material, labor, equipment, tools and superintendence.

BID ITEM 1400: PROJECT CONTINGENCY AS DIRECTED BY OWNER

Project Contingency is provided to be used at the discretion of the OWNER for any unforeseen items. Any work performed without prior authorization from the OWNER shall not be paid under this item. The CONTRACTOR shall include this amount within their bid and understand the intent is not to utilize this item. A maximum contingency amount of $20,000 is provided for this item. At the completion of the work, funds not utilized in this item shall be removed from the Contract. This pay item can also be used to supplement other pay items that were overrun and deemed necessary for this project success.

MEASUREMENT AND PAYMENT: Payment for contingency work shall be made by the lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said work is commenced. The Work is subject to all other conditions of the contract. The CONTRACTOR will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment, and incidentals.

BID ITEM 1401: UTILITY CONTINGENCY AS DIRECTED BY OWNER

Utility Contingency is provided to be used at the discretion of the OWNER for unforeseen utility related items. Any work performed without prior authorization from the OWNER shall not be paid under this item. The CONTRACTOR shall include this amount within their bid and understand the intent is not to utilize this item. A maximum contingency amount of $20,000 is provided for this item. At the completion of the work, funds not utilized in this item shall be removed from the Contract. This pay item can also be used to supplement other pay items that were overrun and deemed necessary for this project success.

MEASUREMENT AND PAYMENT: Payment for contingency work shall be made by the lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said work is commenced. The Work is subject to all other conditions of the contract. The CONTRACTOR will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment, and incidentals.

BID ITEM 1402: PAVEMENT CONTINGENCY AS DIRECTED BY OWNER

Pavement Contingency is provided to be used at the discretion of the OWNER for unforeseen utility related items. Any work performed without prior authorization from the OWNER shall not be paid under this item. The CONTRACTOR shall include this amount within their bid and understand the intent is not to utilize this item. A maximum contingency amount of $20,000 is provided for this item. At the completion of the work, funds not utilized in this item shall be removed from the Contract. This pay item can also be used to supplement other pay items that were overrun and deemed necessary for this project success.

MEASUREMENT AND PAYMENT: Payment for contingency work shall be made by the lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said work is commenced. The Work is subject to all other conditions of the contract. The CONTRACTOR will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment, and incidentals.

BID ITEM 1403: LANDSCAPE CONTINGENCY AS DIRECTED BY OWNER

Landscape Contingency is provided to be used at the discretion of the OWNER for unforeseen utility related items. Any work performed without prior authorization from the OWNER shall not be paid under this item. The CONTRACTOR shall include this amount within their bid and understand the intent is not to utilize this item. A maximum contingency amount of $20,000 is provided for this item. At the completion of the work, funds not utilized in this item shall be removed from the Contract. This pay item can also be used to supplement other pay items that were overrun and deemed necessary for this project success.

MEASUREMENT AND PAYMENT: Payment for contingency work shall be made by the lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said work is commenced. The Work is subject to all other conditions of the contract. The CONTRACTOR will only charge the fraction of the allowance that yields the agreed upon price which will be considered payment in full for all labor, materials, tools, equipment, and incidentals.

ALTERNATE BID #1

BID ITEM 1200: 8" FLEX BASE SUBGRADE

This item involves the furnishing, placing, shaping, and compacting of an 8-inch flexible base course in accordance with TxDOT Item 247. The work consists of constructing a stable, uniform base on a prepared subgrade using approved flexible base materials.

MATERIALS: Flexible base material shall meet the requirements of TxDOT Item 247, Type A or Type B, unless otherwise specified. Materials shall consist of crushed stone, crushed gravel, crushed slag, caliche, or other approved aggregates, free of organic matter and other deleterious substances. Water used for moisture conditioning shall comply with Item 204, “Sprinkling.”

CONSTRUCTION: The process includes preparing the subgrade, pulverizing existing materials, and applying lime either by "Dry Placing" or "Slurry Placing." Mixing and compaction follow, ensuring uniform density and moisture. The material must be compacted using either "Ordinary Compaction" or "Density Control" methods to achieve the specified density. Reworking may be required if the section does not meet standards.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Measurement shall be by the square yard for the specified thickness, as shown in the plans. Payment shall include full compensation for furnishing materials, hauling, placement, shaping, moisture conditioning, compaction, testing, and all labor, equipment, tools, and incidentals necessary to complete the work in accordance with the specifications.

EARTHWORK CONSIDERATIONS: This item is 'unclassified' and shall include the removal, handling, and disposal of all materials encountered, including rock, buried debris, or stable/unstable soil, with no additional compensation for material type. Moisture conditioning, compaction, and final grading are subsidiary.

BID ITEM 1201: EXCAVATION(ROADWAY)

Excavation shall consist of all the required excavation within the alternate bid item 300 as shown on the Plans, the removal, proper utilization or disposal of all excavated material, and the shaping and finishing of all earthwork in conformity with the lines and grades as shown on the Plans or as established by the OWNER. Any usable material from excavation shall be compacted in the areas of the project limits needing fill, and the required compaction testing of this excess material shall be included in this bid item and be completed in accordance with City standards. Excavation (Roadway) with TxDOT Specification 110.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Unclassified Street Excavation shall be measured and paid for by the cubic yard for excavation from its original position, and shall include all materials excavated without regard to the materials encountered. There shall be no compensation for any quantities in addition to

what is provided in the Bid documents unless the lines and grades are changed by the Engineer.

EARTHWORK CONSIDERATIONS: This item is 'unclassified' and shall include the removal, handling, and disposal of all materials encountered, including rock, buried debris, or stable/unstable soil, with no additional compensation for material type. Moisture conditioning, compaction, and final grading are subsidiary.

ALTERNATE BID #2

BID ITEM 1300: 8" AWWA C900 PVC DR18 WATER PIPE (BY BORE)

Install water pipe in accordance with NCTCOG Specification 501.14 and the Plans. All mains installed by directional boring shall include #12 AWG copper clad steel wire.

MEASUREMENT AND PAYMENT: Measurement and payment shall be strictly based on plan quantities unless authorized in advance by a written Change Order from the City Engineer. No additional compensation shall be allowed for varying field conditions, groundwater, or minor utility conflicts. This item shall include all labor, materials, equipment, tools, superintendence, and incidentals necessary to complete the work in accordance with the Plans and Specifications. All required testing, inspections, and certifications as per City and NCTCOG standards are included in this item without additional cost to the City. All site preparation, clearing, grubbing, disposal of surplus or unsuitable materials, and restoration of disturbed areas to original or better condition shall be considered subsidiary to this item unless specifically listed as a separate bid item. Payment for this item shall be at the contract unit price per linear foot and shall include excavation, backfill, labor, materials, and incidentals necessary to complete the work.

UTILITY INSTALLATION: Description includes all necessary trenching, shoring, bedding, backfilling, compaction, dewatering, and surface restoration. For bored items, this includes both the bore and receiving pits, and any necessary grout, casing, or location tracking.

SECTION V

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SP-1: GENERAL

For this contract, the General Provisions (Division 100) of the "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, adopted in November 2017, with all amendments thereto, shall govern and shall constitute as the Special Provisions except as herein amended, modified or supplemented. Omission of any section from this Project's Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG General Provisions will be referred to as the General Provisions (GP) and will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments.

The following Special Provisions shall take precedence over all other contract conditions, specifications and agreements.

SP-2: PROJECT DESCRIPTION

The work associated with this Project includes, but is not limited to, the following tasks:

1. Construction Staking
2. Traffic and Erosion Control
3. Roadway Grading
4. Concrete and Asphalt Paving
5. Driveway Reconstruction
6. Storm Drain Improvements
7. Water Improvements
8. City Utility Adjustments
9. Pavement Marking and Signage

SP-3: DEFINITIONS

Modify GP Item 101.1 Definitions as follows:

The word "City" or "OWNER" in these documents shall be understood as referring to:

The City of North Richland Hills, Texas
4301 City Point Drive
North Richland Hills, Texas 76180

The word "Engineer" in these documents shall be understood as referring to a professional engineer employed by the City of North Richland Hills.

The word "Inspector" in these documents shall be understood as referring to the technical construction inspector within the OWNER's Public Works Department.

The word "OWNER's Representative" in these documents shall be understood as referring to the OWNER's Director of Public Works, Public Works Technical Construction Inspector(s), Engineer of the OWNER, or such other Engineer or Supervisor as may be authorized by the OWNER to act in any particular position.

Any reference to "Special Conditions" or "Supplemental Special Conditions" shall be understood as referring to these Special Provisions.

SP-4: INFORMATION CONCERNING CONDITIONS

Add the following to GP Item 102.3. Examination of Plans, Specifications and Site of the Work:

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsoil and water conditions to be encountered; improvements and obstructions which may be encountered, especially those to be protected; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

The accuracy of the information furnished by the Engineer or the plans and specifications as to underground structures and surface structures, foundation conditions, character of soil, position and quality of ground and subsoil water, etc., are not guaranteed by the OWNER.

Subsurface exploration, to ascertain the nature of the soils at the project site, including the amount of rock, if any, is to be the responsibility of any and all prospective bidders. Whether prospective bidders perform this subsurface exploration jointly or independently, it shall be left to the discretion of such prospective bidders. Subsurface exploration shall not be attempted without the approval of the Engineer.

SP-5: ADDENDA

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer **at least seven (7) days prior to the Bid Opening.** Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder who has requested and received a bid packet. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the bid opening, with the appropriate recognition of addenda so noted in the bid proposal.

SP-6: PROPOSED GUARANTY

Modify GP Item 102.5. Proposal Guaranty to include:

> The five percent (5%) proposal guaranty shall be five percent (5%) of the largest possible total for the bid submitted.

SP-7: FILING OF PROPOSAL

Add the following to GP Item 102.6. Filing of Proposals:

> Bids, affidavits and proposed construction schedules must be submitted in sealed envelopes within the time limit for receiving proposals, as stated in the "NOTICE TO BIDDERS", which envelopes bear a legible notation, "PROPOSAL", and the name of the project. The original copy shall be filed with the City of North Richland Hills in the office of the City Secretary at City Hall.

SP-8: REJECTION OF PROPOSALS

Add the following reasons to GP Item 102.11. Rejection of Proposals:

(7) Proposals that are incomplete insofar as the required signatures, proposal guaranty, or containing any material irregularities.

SP-9: DISQUALIFICATION OF BIDDERS

Add the following reason to GP Item 102.12. Disqualification of Bidders:

(9) where more than one proposal for an individual firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect.

SP-10: QUALIFICATION TO PERFORM

The OWNER may make such investigations as he/she deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted fails to satisfy the OWNER that such bidder can properly carry out the obligations of the contract and to complete the work contemplated therein.

SP-11: AWARD OF CONTRACT

Add the following to GP Item 103.2. Award of Contract and Commencement of Work:

The award, if made, shall be on the basis of the lowest acceptable bid submitted by a qualified responsible bidder, as determined by the OWNER, within 60 days after the opening of proposals. In determining the lowest acceptable bid, the OWNER will consider all relative factors such as: efficiency of a single contractor in the project area, increase in public safety due to a single contractor's operations, length of construction, coordination of construction activities, previous experience the OWNER may have had with the bidder, effects on area traffic due to construction detours and efficient use of City funds. The right is reserved, as the interest of the OWNER may require, to reject any and all bids and to waive any formality in bids received. It is the intention of the OWNER to award a single contract for this work.

SP-12: BONDS - AMOUNT AND TERMS

In addition to GP Item 103.3. Surety Bonds, add the following:

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the City in the amount herein required, the following surety bonds:

(1) A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing the full and faithful execution of the work and performance

of the contract and for the protection of the City against any improper execution of the work or the use of inferior materials.

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

(3) A good and sufficient Maintenance Bond in an amount equal to twenty percent (20%) of the final contract price, guaranteeing the maintenance in good condition of such project for a period of two (2) years from and after the time of its completion and acceptance by the City.

General conditions for bonds are as follows:

1. The surety on each bond must be a responsible surety company which is licensed and qualified to do business in the State of Texas (surplus lines carriers are not acceptable) and satisfactory to the City. No surety will be accepted who is in default or delinquent on any bond or who is interested in any litigation against the City. Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given to the CONTRACTOR to the effect, and the CONTRACTOR shall forthwith substitute a new Surety or Sureties satisfactory to the City. (Texas Lloyd's Plan carriers are not acceptable.) No payment will be made under the contract until the new Surety or Sureties, as required, have qualified and have been accepted by the City. The contract shall not be operative nor shall any payments be due until approval of the bonds has been made by the City.

2. The surety company should be listed in the current circular of the "Federal Register - Department of the Treasury - Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies".

3. The surety shall/must have an underwriting limitation (as shown in the Federal Register) to cover 110% of the project cost. Exceptions to a requirement may be made in unusual circumstances, subject to approval by the Office of Risk Management and the City Attorney's Office.

4. All bonds shall be made on forms furnished by the City and shall conform to the requirements as set forth herein.

5. Each Bond shall be executed by the CONTRACTOR and the Surety. The name and residence of each individual party to the bond shall be

inserted in the body thereof, and each such party shall sign the bond with his/her usual signature on the line opposite the scroll seal, and if signed in the States of Main, Massachusetts, or New Hampshire, an adhesive seal shall be fixed opposite the signature.

6. If the principals are partners, their individual names will appear in the body of the bond or on proceeding pages to be included with said bond with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

7. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

8. The principal or surety shall be a corporate surety; the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond or on proceeding pages to be included with said bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

9. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

10. The date of any bond must not be prior to the date of the contract in connection with which it is given.

SP-13: INSURANCE REQUIREMENTS

In addition to the provisions of GP Item 103.4. Insurance, add the following:

Workmen's Compensation Insurance: Statutory requirements as specified by the Workmen's Compensation Law of the State of Texas and adopted by the Texas Workers' Compensation Commission per Title 28, TAC §110.110. Workers' Compensation Insurance Coverage:

A. Definitions:

(1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82,

TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project for the duration of the project.

(2) Building or construction - Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor - A Person bidding for or awarded a building or construction project by a governmental entity.

(4) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(5) Coverage Agreement - A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(6) Duration of the project - Includes the time from the beginning of the work on the project until the work on the project has been completed and accepted by the governmental entity.

(7) Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(8) Project - Includes the provision of all services related to a building or construction contract for a governmental entity.

B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project for the duration of the project.

C. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project the CONTRACTOR must prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The CONTRACTOR shall obtain from each person providing services on the project and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

In accordance with statutory requirements, the CONTRACTOR shall:

(1) provide coverage for its employees providing services on the project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on the project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven (7) days after receipt by the contract, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 1 provided by the commission on the sample notice, without any additional words or changes:

Figure 1:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee"

"Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information on the legal requirement for

coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

In GP Item 103.4.1.2. Commercial General Liability, change the respective limits as follows:

Contractor's General Liability and Property Damage Insurance:

Bodily Injury (or Death)	$ 600,000 each occurrence
Property Damage	$ 600,000 each occurrence

SP-14: POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

In addition to the provisions of GP Item 103.4.5. Policy Endorsements and Special Conditions, add the following:

(a) CONTRACTOR will not be issued a Work Order to commence work on this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the OWNER or his representative.

(b) CONTRACTOR shall procure and shall maintain during the life of this Contract, insurance coverage as herein specified, and in case of any work sublet, shall require any subcontractor in like manner to secure and maintain such minimum limits of insurance coverage, also.

(c) The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered except after thirty (30) days written notice has been received by the OWNER."

SP-15: ORDER OF WORK

Add the following to GP Item 103.6. Notice to Proceed and Commencement of Work:

The CONTRACTOR shall be fully responsible for proper coordination for the relocation of utilities (i.e. power poles, electrical lines, gas lines, telephone lines, television (TV) cable lines, buried cables, etc.) public and private unless otherwise noted on the plans/drawings.

SP-16: PRIORITY OF CONTRACT DOCUMENTS

Delete GP Item 105.1.1. Priority of Contract Documents and substitute the following:

In case of conflict between contract documents, priority of interpretation shall be in the following order:

(1) This Agreement
(2) Addendum(s)
(3) "Notice to Bidders" advertisement
(4) Bidder's Proposal
(5) Special Instruction to Bidders
(6) Performance, Payment and Maintenance Bonds
(7) Certification of Insurance
(8) Notice to Proceed
(9) Technical Specifications
(10) City of North Richland Hills' Public Works Design Manual
(11) Special Provisions
(12) General Provisions
(13) Special Specifications
(14) Project Construction Plans/Drawings
(15) Special Material and/or Equipment Specifications
(16) Special Material and/or Equipment Drawings
(17) "Public Works Construction Standards - North Central Texas" adopted by the North Central Texas Council of Governments (NCTCOG), Fifth Edition, Adopted November 2017
(18) TxDOT Standard Specifications for Construction and Maintenance of Highways, Street, and Bridges (TxDOT Specifications)
(19) North Central Texas Council of Government references

SP-17: WARRANTY

In GP Item 105.2.2. Special Warranty, change all references from one year to two (2) years and add the following:

Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment or any workmanship which does not comply with the requirements of this contract shall be discovered within two (2) years after completion of construction of the project, and acceptance by the OWNER, the CONTRACTOR shall replace such defective materials or equipment, or remedy any such defective workmanship within ten (10) days after notice in writing of the existence thereof shall have been given by the OWNER or City Engineer. In the event of failure of the CONTRACTOR to replace any such defective materials or equipment or to remedy defective workmanship as herein

provided, the OWNER may replace such defective materials or equipment or remedy such workmanship as the case may be and in such event the CONTRACTOR shall pay to the OWNER the cost and expense thereof.

SP-18: LINES AND GRADES

Add the following to GP Item 105.4. Construction Stakes:

The CONTRACTOR is responsible to provide all construction staking under this contract.

All work under this contract shall be constructed in accordance with the lines and grades shown on the plans/drawings. The full responsibility for the holding to alignment and grade shall rest upon the CONTRACTOR.

The CONTRACTOR shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR.

SP-19: INSPECTION AND TESTING

Add the following to GP Item 106.5. Samples and Tests of Materials:

The CONTRACTOR shall be responsible for paying for all testing and testing related items (acquiring specimens, proper specimen control, etc.) on this Project.

During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements.

The CONTRACTOR shall furnish at his/her expense all necessary specimens and samples for testing.

Sampling and testing of all materials or construction methods shall be performed by a commercial laboratory, approved by the City Engineer, and permitted with the City of North Richland Hills' Public Works Department.

When the CONTRACTOR's materials, construction items or products incorporated in the project fail to satisfy the minimum requirements of the initial test and he/she has to bear the cost of any retesting, he/she shall be responsible for any and all cost associated with such retesting. If in this situation, the CONTRACTOR utilizes the same testing laboratory as the OWNER, the CONTRACTOR shall pay said testing laboratory in full or the

testing laboratory shall be able to gain recourse through the CONTRACTOR's Payment Bond.

In the event a conflict arises concerning the interpretation of A.S.T.M., A.C.I., A.W.W.A., etc., specifications/standards, the City Engineer shall make his/her determination of the interpretation and his/her determination shall be final.

SP-20: INDEMNIFICATION

The CONTRACTOR shall familiarize himself/herself with GP Item 107.3. Indemnification and GP Item 107.20.3.2. Indemnification. Additionally, the following shall be added to both Indemnification items:

This agreement, however, does not waive any governmental immunity available to the OWNER under Texas law and nor any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SP-21: SALES TAX

Add the following to GP Item 107.15. State and Local Sales and Use Taxes:

The OWNER qualifies for exemption from state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act, as amended. Therefore, the OWNER shall not be liable for, or pay the CONTRACTOR's cost of such sales and use taxes which would otherwise be payable in connection with the performance of this contract.

SP-22: TRAFFIC CONTROL

Add the following to GP Item 107.20.2. Protection of Persons and Property:

The CONTRACTOR shall not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by the City. If it is determined that a sign must be removed to permit required construction, the CONTRACTOR shall contact the City to remove the sign. In the case of regulatory signs, the CONTRACTOR must replace the permanent sign with a temporary sign meeting the requirements of the above referenced manual and such temporary sign must be installed prior to the removal of the permanent sign. If the temporary sign is not installed correctly or if it does not meet the required specifications, the permanent sign shall be left in place until the temporary sign requirements are met. When construction work is completed to the extent that the permanent sign can be reinstalled, the CONTRACTOR

shall again contact the City to reinstall the permanent sign and shall leave his temporary sign in place until such installation is completed.

The CONTRACTOR shall prosecute his traffic control work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

Access to adjacent property shall be maintained at all times unless otherwise approved by the OWNER.

SP-23: TRENCH SAFETY

Add the following paragraph to GP Item 107.20.3. Trench Safety:

Per Chapter 756, Texas Health & Safety Code, it shall be the responsibility of the CONTRACTOR to provide and maintain a viable trench safety system at all times during construction activities. The CONTRACTOR is directed to become knowledgeable and familiar with the standards as set forth by the Occupational Safety and Heath Administration for trench safety that will be in effect during the period of construction of the project and the CONTRACTOR is responsible for conforming to such regulations as prescribed by Occupational Safety and Health Administration standards.

SP-24: WORK-SITE AREA AND CLEAN-UP

Add the following to GP Item 107.22. Working Area:

During construction the CONTRACTOR shall at all times keep the job site free from waste, debris and rubbish, and shall maintain a daily routine of clean-up.

The working operations of the CONTRACTOR shall at all times be conducted so as to create a minimum of inconvenience to the OWNER or to the public. Stringing of pipe, stockpiling of materials, etc., will be allowed only where no inconvenience is caused and only in amounts that can be readily used by the CONTRACTOR.

All trees, stumps, slashings, brush or other debris to be removed from the site, shall be disposed of in a manner consistent with Local Ordinances and all State Regulations. Burning of trash, etc., will only be permitted where allowed by Local Ordinances and State Pollution Regulations.

All excavated earth in excess of that required for project embankments and/or backfilling shall be removed from the job site and disposed of in a satisfactory manner. Disposal of excess material into area creeks and drainageways will not be allowed.

Any trees or other landscape features scarred or damaged by the CONTRACTOR's operations shall be restored or replaced at the CONTRACTOR's expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of one inch (1") diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing.

The CONTRACTOR shall take all precautions required to prevent soil erosion during construction. If, in the opinion of the City Engineer, excessive erosion occurs, the CONTRACTOR shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

All property along and adjacent to the CONTRACTOR's operations including lawns, yards, shrubs, trees, etc., shall be preserved or restored after completion of the work, to a condition equal to or better than existed prior to start of work.

Upon completion of the work as a whole and prior to final acceptance, the CONTRACTOR shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He/She shall leave the site in a neat and orderly condition with an appearance satisfactory to the City Engineer and OWNER. Method and location of disposal or surplus and waste materials shall be satisfactory to the City Engineer.

The CONTRACTOR shall then thoroughly clean all equipment and materials installed by him/her and shall present for final inspection materials and equipment in a clean, bright and new condition.

No extra payment will be made for any of this type of work required on the project.

SP-25: EXISTING STRUCTURES, FACILITIES AND IMPROVEMENTS

Add the following to GP Item 107.24. Existing Structures, Facilities and Appurtenances:

The CONTRACTOR's attention is directed to the necessity of taking adequate measures to protect all existing structures, facilities, improvements and utilities, including sprinkler systems, encountered.

The plans show the locations of most known surface and subsurface structures. However, the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work, or for increasing the pay quantities in any manner,

unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special works not provided for in the Contract Documents.

Any non-City utilities (cable, electric, gas, telephone, etc.) damaged by the CONTRACTOR shall be the responsibility of the CONTRACTOR for relocation and/or repair as well as the costs associated with the relocation and/or repair of utilities. Any City utilities (sanitary sewer main and water distribution main) damaged by the non-negligent acts of the CONTRACTOR will not be the responsibility of the CONTRACTOR for repair. Any delays associated with the relocation and/or repair of utilities shall not be basis for a claim for extra pay.

In the progress of the work, the CONTRACTOR may have to relocate certain existing utility service lines. All relocation, repairs and replacement work shall be done at the expense of the CONTRACTOR to the satisfaction of the OWNER, except those for which specific pay items appear in the Bid Proposal.

Any utilities damaged during construction work shall be immediately repaired at the CONTRACTOR's expense.

The CONTRACTOR shall at all times maintain streets and drives in a condition which will provide easy ingress and egress and upon completion of the work, repair all damages to roads and streets used during construction, to a condition at least as good as existed prior to the start of work.

SP-26: PROSECUTION OF CONSTRUCTION

Add the following to GP Item 108.2. Prosecution of the Work:

The CONTRACTOR will, unless otherwise approved by the City Engineer, prosecute the construction of this project during normal working hours as defined below:

(a) Normal Work Day shall mean the normal eight (8) hour working day between the hours of 8:00am and 5:00pm

(b) Normal Work Week shall mean the forty (40) hour work week encompassing the five (5) eight-hour days, Monday through Friday.

(c) Holidays to be observed and to be included into the normal work week will be:

New Years Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Holiday	Fourth Thursday in November and the following Friday
Christmas Holiday	December 24th & December 25th

Any of the above dates falling on a Sunday shall be observed on the following Monday.

(d) All work contemplated to be done which will not be in accordance with the normal hours will require prior approval from the City Engineer. The CONTRACTOR shall request permission by the City Engineer 72 hours in advance of the time he/she intends to work.

Work which is of necessity performed at times other than normal working hours will not require prior approval unless construction scheduling can be arranged to prevent such conflict of time requirements.

All work performed other than the normal working hours, whether scheduled or required, will in no way increase the cost to the OWNER for the performance of such work. The CONTRACTOR shall pay the OWNER for inspection services, city administrative fees, etc. when work has been approved to be performed on Weekends, Holidays and outside any normal working hours. These services shall be charged at the rate of $75.00 per hour and shall include a four (4) hour minimum charge.

(e) Calendar Days is defined as any day of the week or month; no days being excepted, such as, Saturdays, Sundays, holidays and inclement weather days. Counting of contract time will only be stopped when the Owner issues a written notice stating this fact, or when the project is noted as substantially complete by written notice from the Owner. The Owner shall determine when such action is necessary.

Extensions of time due to weather delays shall be determined in accordance with the following formula:

E = R – P where P is greater than or equal to R, and

E = Extra Precipitation Days
P = Average Precipitation Days
R = Total Precipitation Days

Average Precipitation Days (P) is defined as a day of rain, sleet, hail, snow or any combination thereof, and shall be based upon the average precipitation for each month of the year as defined in the Local Climatological Data summaries issued by the National Climatic Data Center in Asheville, North Carolina, and for this contract shall be as follows:

Average Precipitation

Month	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
No. of Days	6	6	7	7	8	6	4	4	6	6	6	6

Partial months shall be prorated uniformly for the entire month and the sum of all the months used will be rounded to the nearest whole number. This number shall be P.

Total Precipitation Days (R) is defined as a day of rain, sleet, hail, snow or any combination thereof, if determined by the Owner's Project Representative that the Contractor's construction cannot progress substantially due to precipitation and thus be put in the Daily Inspection Logs as a precipitation day. The sum of all precipitation says shall be R.

The total number of Extra Precipitation Days (E) shall be granted to the Contractor as extension of time due to weather delays, and no additional time due to drying time for saturated soil will be allowed.

SP-27: LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Delete the Table [Schedule 108.8.1.(a) Liquidated Damages] within GP Item 108.8.1. Liquidated Damages for Failure to Complete on Time and substitute the following:

The contract time for the entire project is based on the four project phases as shown in plans. The contract time for Phase I from the "Notice to Proceed" issuance date through completion of Phase 1 is 100 consecutive calendar days. The contract time for Phase 2 from the end of Phase 1 through final

completion of Phase 2 is 160 consecutive calendar days. The contract time for Phase 3 from the end of Phase 2 through final completion of Phase 3 is 80 consecutive calendar days. The contract time for Phase 4 from the end of Phase 3 through final completion of Phase 4 is 25 consecutive calendar days. For additional information, refer to Article 3 of the Standard Form of Construction Agreement.

Liquidated damages will be assessed at the rate of **$1,000** per consecutive calendar day for any unfinished work beyond the 365th calendar day after the "Phase I Notice to Proceed" issuance date. This rate shall continue until such time that the Project is complete and accepted by the OWNER.

SP-28: OCCUPATIONAL SAFETY AND HEALTH ACT

All work performed under this contract shall meet the requirements of the Occupational Safety and Health Act. It is the responsibility of the CONTRACTOR to familiarize himself/herself with the latest provisions of regulations published by the Occupational Safety and Health Administration in the Federal Register and to perform all of his/her responsibilities thereunder.

The CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder and warrant that all work, materials and products furnished under this contract will conform to and comply with said standards and regulations which are in existence on the date of this contract. The CONTRACTOR further agrees to indemnify, defend, and hold harmless the OWNER for all damages suffered by the OWNER as a result of the CONTRACTOR's failure to comply with the Act and the Standards issued thereunder and for the failure of any material and/or equipment furnished under this contract to so comply.

The CONTRACTOR shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., if not in conflict with those of the Occupational Safety and Health Act and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.

The CONTRACTOR alone shall be responsible for the safety, efficiency and adequacy of his/her equipment and employees and for any damage which may result from their failure or their improper construction, maintenance or operation.

SP-29: EASEMENTS/RIGHTS-OF-WAY

Without cost to the CONTRACTOR, the OWNER will provide the necessary easements or rights-of-way required for the project. However, the CONTRACTOR may desire additional temporary easements for the duration of the work for his/her construction, storage or access. All such temporary easements shall be obtained by the CONTRACTOR at no additional cost to the contract or the OWNER.

Unless specifically provided otherwise, the CONTRACTOR, as part of his/her work, shall clear all easements or rights-of-way of all obstructions to the work. On conclusion of his/her operations, he/she shall replace, repair or restore any improvements which may have been removed or damaged, as directed by the City Engineer.

SP-30: RIGHT OF ENTRY

The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he/she may elect, for the purpose of inspecting the work, or for the purchase of constructing or installing such collateral work as said OWNER may desire.

SP-31: AUTHORITY AND DUTIES OF INSPECTOR

Inspectors, designated by and acting under the direction of the OWNER, shall have the authority to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. He/She is authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the plans, specifications and contract documents. He/She shall have the authority to reject materials or suspend the work until any situation at issue can be referred to and decided by the OWNER.

The Inspector is not authorized to revoke, alter or waive any requirements of the plans and specifications. He/She shall in no case act as foreman or perform other duties for the CONTRACTOR, interfere with the management of the work by the latter. Any advice which the Inspector may give the CONTRACTOR shall otherwise not be construed as binding the City Engineer in any way, or releasing the CONTRACTOR from fulfilling all of the terms of the Contract.

If the CONTRACTOR refuses to suspend operations on verbal order of the Inspector, a written order will be presented to the CONTRACTOR by the Inspector giving the reason for suspension of work. After placing the order in the hand of the "man-in-charge", the Inspector shall immediately leave the job. Work performed during the absence of the Inspector will not be accepted nor paid for, and shall be removed and replaced.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Inspector shall not be in any way responsible or liable for any act, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

SP-32: OWNER-ENGINEER RELATIONSHIP

The Engineer will be the OWNER's representative during construction. The duties, responsibilities and limitations of authority of the Engineer as the OWNER's Representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and Engineer. The Engineer will advise and consult with the OWNER, and all of OWNER's instructions to the CONTRACTOR shall be issued through the Engineer.

SP-33: PROFESSIONAL INSPECTION BY ENGINEER

The Engineer shall make periodic visits to the Site to familiarize himself/herself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Engineer shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Engineer shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

SP-34: COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Four (4) sets of plans and specifications (not including the General Provisions) shall be furnished to the CONTRACTOR at no charge for construction purposes. Additional sets may be obtained from the Engineer at **$ 50.00 per set.**

SP-35: VERIFICATION OF MEASUREMENTS

Before ordering any material or doing any work, the CONTRACTOR shall verify all measurements involved and shall be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions shown on the drawings; any difference which may be found shall be called to the attention of the Engineer for consideration before proceeding with the work.

SP-36: PAY ITEMS - INCIDENTAL CONSTRUCTION

The CONTRACTOR shall be paid only for those items which are listed in the proposal or which are added to the job through a change order. All construction or removal considerations which are not listed as a separate pay item shall be considered as incidental construction. Cost for these items shall be considered in the most appropriate item listed in the schedule(s) of pay items.

SP-37: OMISSIONS

(a) In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or material required for the satisfactory installation and operation of all work, equipment or material, the CONTRACTOR shall provide these items as directed by the Engineer at his/her own expense. The CONTRACTOR will be assumed to be an experienced and qualified CONTRACTOR in this type of work, and to have studied the purpose of operation of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.

(b) In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the Standard Current Specification or Requirements of the A.W.W.A., A.S.T.M., A.S.C.E., A.S.E.E., A.S.M.E., N.B.F.U., N.E.C., N.E.M.A., O.S.H.A., NCTCOG “Standard Specifications for Public Works Construction” or TxDOT “Standard Specifications for Construction of Highways, Streets and Bridges” shall apply. Should the above specifications not apply, then the work done, equipment or material furnished shall be as directed by the Engineer.

SP-38: MINIMUM WAGE RATES

For the work required of this project, the CONTRACTOR and all sub-contractors shall pay his/her employees the prevailing wage rates in accordance with the Texas Government Code, Chapter 2258. The prevailing wage rates determined applicable for this project are the current prevailing wage rate schedules of the United States Department of Labor adopted in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, et. seq.) and its subsequent amendments. These

prevailing wage rates can be obtained from the following web page: **www.access.gpo.gov/davisbacon/tx.html** (Tarrant County).

A CONTRACTOR or sub-contractor who does not pay his/her employees in accordance with these prevailing wages shall pay $ 60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in these prevailing wage rates to the CITY.

SP-39: LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his/her own cost and expense.

SP-40: EXPLOSIVES, BLASTING, ETC.

Neither explosives nor blasting shall be allowed or used on this project.

SP-41: WORK WITH OWN FORCES

The CONTRACTOR shall perform with his own forces work of a value of not less than fifty percent (50%) of the contract amount.

SP-42: PROJECT NAME CONSTRUCTION SIGNS

The CONTRACTOR shall install two (2) Project Name Construction Signs on Main Street. One sign shall be at or near the intersection of Smithfield Rd and Main Street and one sign shall be at or near the intersection of Davis Blvd and Main Street. The exact locations shall be approved by the OWNER prior to installation.

These signs shall be in general accordance with Figure 2M (R 07-01-2009) of the City of North Richland Hills' Public Works Design Manual, but the sign verbiage must be approved by the OWNER prior to fabrication. These signs shall be installed within 15 calendar days from the date the OWNER awards the contract and shall remain in place during the entire construction period. These Signs shall be removed within 15 calendar days after the OWNER's acceptance of the project improvements.

Sign Data:
Project Name: **Main Street**
Projected Completion: *To Be Determined After Contract Award*

SP-43: WATER FOR CONSTRUCTION

The CONTRACTOR shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The CONTRACTOR may remit the City a deposit for a fire hydrant water meter; additionally, the CONTRACTOR will be billed for the water used on the construction of this contract and measured by such fire hydrant meter. Additionally, the cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such fire hydrant water meter and water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal. If the CONTRACTOR chooses to use such fire hydrant water meter, he/she shall assume full responsibility for it and return it in the same or similar condition as received otherwise the CONTRACTOR will not be returned his/her deposit.

SP-44: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

Delete GP Item 108.9.(2) and replace it with the following:

(2) failure of the CONTRACTOR to make the progress set out in the Progress Schedule;

SP-45: OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Engineer shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

SP-46: ADEQUACY OF DESIGN

It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he/she has complied with the requirements of the Contract Documents, approved modifications thereof and all approved additions and alternations thereto.

SECTION VI

GEOTECHNICAL REPORT

GEOTEX ENGINEERING

NRH RETAINING WALL
NORTH RICHLAND HILLS, TEXAS
APRIL 11, 2024

GEOTECHNICAL ENGINEERING REPORT

GEOTEX ENGINEERING

April 11, 2024

Peloton Land Solutions - A Westwood Company
Attn: Paul Hodges, P.E.
11000 Frisco Street, Suite 400
Frisco, Texas 75033
Phone: 972-358-7526
Email: paul.hodges@pelotonland.com

GEOTECHNICAL INVESTIGATION
GEOTEX ENGINEERING #G23-2232
NRH RETAINING WALL
NORTH RICHLAND HILLS, TEXAS

Mr. Hodges,

As requested, Geotex Engineering, LLC has completed the Geotechnical Investigation for the above referenced project. This investigation was conducted in accordance with Proposal No. GP23-2232 dated August 3, 2023. The authorization to proceed on the retaining wall geotechnical analysis was received on March 21, 2024.

We appreciate the opportunity to provide professional geotechnical engineering services to you. We are available to discuss any questions which may arise regarding this report. Please do not hesitate to call when we can provide any additional services.

Sincerely,

Geotex Engineering, LLC

4-11-2024

STATE OF TEXAS
IBRAHIM A. BAAYEH
132175
LICENSED PROFESSIONAL ENGINEER

Hussein Hachem, P.E.
Geotechnical Engineer

Ibrahim A. Baayeh, P.E.
Director of Geotechnical Engineering

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GEOTECHNICAL INVESTIGATION
NRH RETAINING WALL
NORTH RICHLAND HILLS, TEXAS

1.0 PROJECT DESCRIPTION

This report presents the results of the geotechnical investigation conducted for the proposed retaining wall along Davis Boulevard located in North Richland Hills, Texas. The retaining wall will begin about 180 feet south of the intersection of Odell Street and Davis Boulevard, and will extend south approximately 400 linear feet along the outer northbound lane side of Davis Boulevard.

At the time of this investigation, the site was generally covered with short to tall height grasses and sparse mature trees. Based upon visual site observation and available topographic maps from NCTCOG (dfwmaps.com), the site slopes downwards form the north (Approx. EL 674ft) towards the south (Approx. EL 668ft). We understand that maximum wall height is on the order of about 6 feet.

2.0 PURPOSE AND SCOPE

The purpose of this investigation was to:

- Identify the subsurface stratigraphy and groundwater conditions present at the site.
- Evaluate the physical and engineering properties of the subsurface soil and bedrock strata for use in geotechnical analyses.
- Provide geotechnical recommendations for use in the design and construction of the proposed structure.

The scope of this investigation consisted of:

- Drilling and sampling of a total of two (2) soil borings to depths of about 30 feet.
- Laboratory testing of selected soil and bedrock samples obtained during field investigation.
- Preparation of a Geotechnical Report that includes:
    - Evaluation of Potential Vertical Movement (PVM)
    - Recommendations for retaining walls.
    - Recommendations for earthwork.

3.0 FIELD AND LABORATORY INVESTIGATION

3.1 General

The borings were advanced utilizing truck-mounted drilling equipment outfitted with continuous flight augers. Undisturbed samples of cohesive soils and highly weathered rock strata were obtained using 3-inch diameter tube samplers, which were advanced into the

soils in 1-to 2-foot increments by the continuous thrust of a hydraulic ram located on the drilling equipment. After sample extrusion, a hand penetrometer measurement was performed on each cohesive soil to provide an estimate of soil stiffness.

Subsurface materials were also tested and sampled in general accordance with the Standard Penetration Test (ASTM D1586). During this test, disturbed samples of subsurface material are recovered using a nominal 2-inch O.D. split-barrel sampler. The sampler is driven into the soil strata with an automatic hammer utilizing the energy equivalent of a 140-pound hammer falling freely from a height of 30 inches and striking an anvil located at the top of the drill string. The number of blows required to advance the sampler in three consecutive 6-inch increments is recorded, and the number of blows required for the final 12 inches is noted as the “N”-value. The test is terminated at the first occurrence of either of the following: 1) when the sampler has advanced a total of 18 inches; 2) When the sampler has advanced less than one complete 6-inch increment after 50 blows of the hammer; 3) when the total number of blows reaches 100; or 4) if there is no advancement of the sampler in any 10-blow interval.

A cone penetration test was performed on a dense soil layer in Boring RW2 in order to determine its resistance to penetration. For this test, a 3-inch diameter steel cone is driven by the energy of a 170-pound hammer falling freely from a height of 24 inches and striking an anvil located at the top of the drill string. Depending on the resistance of the soil and bedrock materials, either the number of blows of the hammer required to provide 12 inches of penetration is recorded (as two increments of 6 inches each), or the inches of penetration of the cone resulting from 100 blows of the hammer are recorded (as two increments of 50 blows each).

All samples obtained were placed in plastic bags to minimize changes in the natural moisture condition, labeled according to the appropriate boring number and depth, and placed in protective cardboard boxes for transportation to the laboratory. The approximate locations of the borings performed at the site are shown on the boring location map that is included in Appendix A. The specific depths, thicknesses, and descriptions of the strata encountered are presented on the individual Boring Log illustrations, which are also included in Appendix A. Strata boundaries shown on the boring logs are approximate.

3.2 Laboratory Testing

Laboratory tests were performed to identify the relevant engineering characteristics of the subsurface materials encountered and to provide data for developing engineering design parameters. The subsurface materials recovered during the field exploration were initially logged in the field by the drill crew and were later described by a Staff Engineer after the samples arrived in the laboratory. These descriptions were later refined by a Geotechnical Engineer based on results of the laboratory tests performed. All recovered soil samples were classified and described in part using the Unified Soil Classification System (USCS) and other accepted procedures.

In order to determine soil characteristics and to aid in classifying the soils, classification testing was performed on selected samples as requested by the Geotechnical Engineer. Classification testing was performed in general accordance with the following ASTM testing standards:

- Moisture Content ASTM D2216
- Atterberg Limits ASTM D4318
- Percent of Particles Finer than No. 200 Sieve ASTM D1140

Additional tests were performed to aid in evaluating the strength and volume change characteristics, which consisted of the following:

- Unconfined Compressive Strength of Soil Samples ASTM D2166
- Overburden Swells ASTM D4546

The results of these tests are presented at the corresponding sample depths on the appropriate Boring Log illustrations. The classification tests are described in more detail in Appendix B (General Description of Procedures).

3.2.1 Unconfined Compression Tests

Unconfined compression strength testing was performed on a selected sample of the weathered shale bedrock. These tests were performed in general accordance with ASTM D2166 for the samples. During each test, a cylindrical specimen is subjected to an axial load that is applied at a constant rate of strain until either failure or a large strain (i.e., greater than 15 percent) occurs. Once the test is completed, the unit weight of the sample is determined based on the moisture content.

3.2.2 Overburden Swell Test

A sample of the near-surface soils in Boring RW2 was subjected to overburden swell testing. For this test, a sample is placed in a consolidometer and subjected to the estimated overburden pressure. The sample is then inundated with water and is allowed to swell. Moisture contents are determined both before and after completion of the test. Test results are recorded as the percent swell, with initial and final moisture content. The results from overburden swell tests performed indicate a low potential for swell with changes in soil moisture content.

4.0 SITE CONDITIONS

4.1 Stratigraphy

Based upon a review of the recovered samples, as well as the Geologic Atlas of Texas, Dallas Sheet, the subsurface conditions at this site within the boring depths drilled are characterized by soils associated with the Woodbine Formation. The Woodbine Formation is considered to have formed in a deltaic depositional environment, and as a result, it is highly variable in composition, both laterally and vertically. Subsurface materials of the

Woodbine geological formation typically consist of sands, sandy clays, and clays underlain by shale and/or sandstone bedrock. The subsurface materials of the Woodbine Formation often have little consistency and uniformity in deposition. The deposition of the sand, sandy clay, clay, sandstone, and shale layers can be very erratic and highly variable.

Sandy soils were encountered at the surface of the borings. The sandy soils were generally very loose to very dense in soil condition, brown and reddish brown in color, contained varying amounts of clay, silt, sandstone fragments, an interbedded weathered shale layer of about 4 feet in thickness in Boring RW1, and extended to depths of about 18.5 feet below existing grades.

Below the overburden soils, weathered shale bedrock strata were encountered. The shale bedrock strata were soft to medium hard in rock hardness, various shades of brown and gray in color, contained varying amounts of iron oxide stains, occasional sandstone layers, and extended to the maximum depths explored of about 30 feet below existing grades.

4.2 Groundwater

Groundwater seepage was encountered in Boring RW1 at a depth of about 25 feet during drilling activities and was observed to be at a depth of about 22 feet upon completion of drilling operations. Groundwater seepage was not encountered within Boring RW2 during drilling or upon completion of drilling operations. Groundwater is often contained within the joints, fractures and other rock mass defects present in bedrock strata. When intercepted, these defects can produce appreciable amounts of water for a period of time, especially if those defects are extensive and well inter-connected. Groundwater levels may be anticipated to fluctuate with seasonal and annual variations in rainfall, and also may vary as a result of development and landscape irrigation.

5.0 ENGINEERING ANALYSIS

5.1 Estimated Potential Vertical Movement (PVM)

Potential Vertical Movement (PVM) was evaluated utilizing different methods for predicting movement, as described in Appendix B, and based on our experience and professional opinion.

At the time of our field investigation, the overburden soils were generally found to be dry to wet in moisture condition. Based upon the results of our analysis, the site is estimated to possess a PVM on the order of about 1 inch at the soil moisture conditions existing at the time of the field investigation. If the near surface soils are allowed to dry appreciably to significant depth prior to or during construction, the potential for post-construction vertical movement may increase. Please note that dry, average, and wet are relative terms based on moisture content and plasticity.

6.0 RETAINING WALL RECOMMENDATIONS

6.1 Lateral Earth Pressures

Retaining walls will be subjected to lateral earth pressures and should be designed in consideration of these forces. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction, the strength of the materials being restrained, and drainage conditions.

Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes some small outward rotation of the wall (Figure 1). The design lateral earth pressures recommended herein do not include a Factor of Safety and do not provide for hydrostatic or dynamic pressures on the walls. Wall height (H) should be taken from the bottom of wall footing. Where maintenance work will occur on the back of the wall for a distance of 1.5H, we recommend a minimum surcharge value of 250 pounds per square foot. Lateral loads due to surcharge should be calculated as shown in Table 1.

Equivalent fluid pressures are provided for the retaining wall backfill materials. If a drained condition is selected, the wall must include a drainage system to prevent hydrostatic pressure from developing behind the wall.

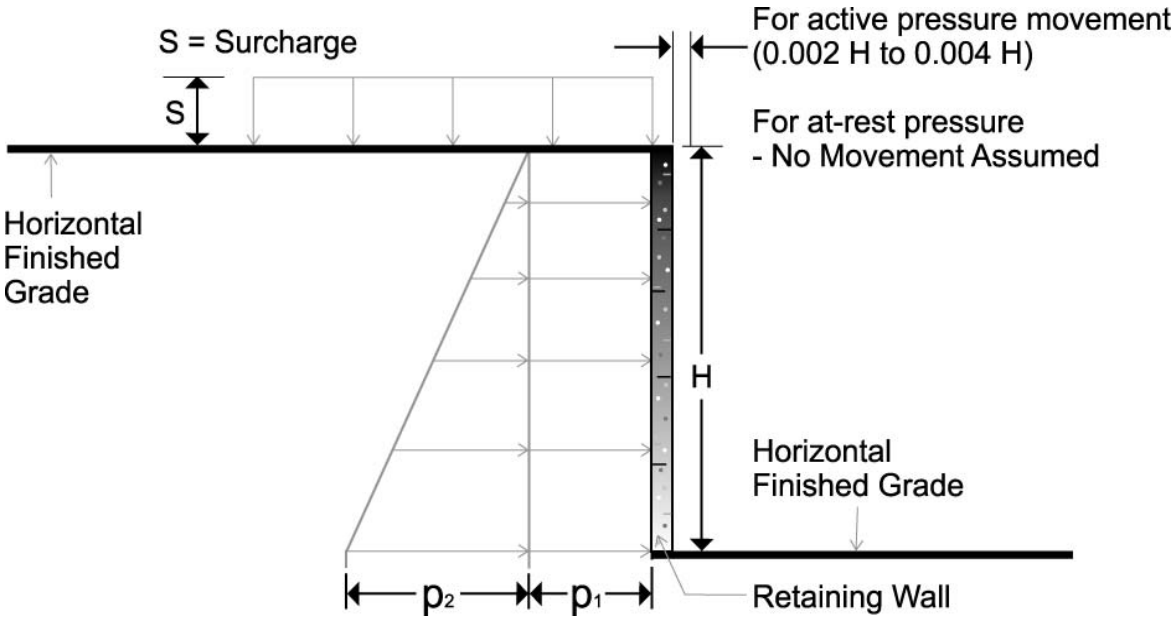


Figure 1: Lateral Earth Pressure

Table 1. Earth Pressure Recommendations

Earth Pressure Conditions	Coefficient for Backfill Type	Drained Equivalent Fluid Density (pcf)	Undrained Equivalent Fluid Density (pcf)	Surcharge Pressure (psf)	Earth Pressure (psf)
Active (K_a)	Free Draining Aggregate - 0.28	31	NA	(0.28)S	(EFD)H
	Select Fill Soil - 0.39	49	87	(0.39)S	(EFD)H
	Common Fill/ On-Site Soil - 0.39	49	87	(0.39)S	(EFD)H
At Rest (K_o)	Free Draining Aggregate - 0.44	47	NA	(0.44)S	(EFD)H
	Select Fill Soil - 0.56	70	98	(0.56)S	(EFD)H
	Common Fill/ On-Site Soil - 0.56	70	98	(0.56)S	(EFD)H

Applicable conditions to Table 1 above include:

- Uniform surcharge, where S is surcharge pressure.
- EFD is Equivalent Fluid Density (drained or undrained as appropriate).
- Wall height (H) should be taken from the base of any unbalanced soil.
- Estimated free draining backfill density weight of 110 pcf may be used.
- Soil backfill total unit weight with a maximum of 125 pounds per cubic foot (pcf).
- Horizontal backfill, compacted a minimum of 95 percent of Standard Proctor maximum dry density, or to a minimum of 70 percent relative density.
- Positive drainage is provided behind all below-grade walls to preclude development of hydrostatic pressures in free draining backfill.
- For the granular values to be valid, the granular backfill must extend out from a point 2 feet from the base of the wall at an angle of at least 0.6H:1V or flatter.
- No loading contribution from compaction equipment, nearby footings, or pavement slabs.
- Select fill should meet the requirements specified in Section 6.3. Onsite soils that meet the above specifications can be used as select fill.
- The “on-site soils” exclude any weathered shale that may be encountered during excavation.

Table 2. Effective Friction Angle and Unit Weight

Backfill Type	Effective Friction Angle (degrees)	Unit Weight (pcf)
Free Draining Aggregate (Current Backfill Material)	34°	110
Select Fill Soils	26°	125
Common/On-site Soils (Foundation)	26°	125

6.2 Wall Foundations

Retaining walls may be supported on shallow continuous strip footings. For shallow continuous strip footings, we recommend that structural loads for the retaining walls be supported on reinforced concrete, monolithic shallow isolated or continuous footings founded at a depth of at least 24 inches below final exterior grade. The footings should be a minimum of 18 inches in width and should be designed for an allowable bearing capacity of 2,000 pounds per square foot if founded in reworked soils. A footing to soil friction factor of 0.3 may be used for reworked soils. A coefficient of 2.56 may be used for an allowable passive earth pressure for undisturbed on-site sands with a friction angle of 26°.

If footings are formed, the sides of the footings should be carefully backfilled with on-site or imported soils. Backfill soils obtained from on-site should be compacted to at least 95 percent of the maximum dry density, as determined by ASTM D698 (standard proctor), and should be placed at a moisture content that is at or above the optimum moisture content, as determined by the same test, or to a minimum of 70 percent relative density.

All footings or footing segments should be constructed in a relatively seamless operations, with excavation activities and placement of the reinforcement steel and concrete occurring within the same day. In the event that concrete cannot be placed in newly excavated footings, the base of each excavated footing may be covered with a thin seal of lean concrete. We recommend a representative of Geotex observe all footing excavations prior to placing concrete to verify bearing stratum competence. Any footing excavations left open overnight should be observed by Geotex prior to concrete placement in order to determine the extent of stratum degradation and the amount of additional depth of excavation required. The current wall backfill can be reused as backfill for the planned reconstruction, but should be inspected to verify that there are no construction debris present that were not observed at the time of drilling operations.

6.3 Wall Drainage

Where possible, positive drainage should be provided behind the walls to preclude development of hydrostatic pressure behind the walls, and to prevent saturation of backfill and foundation soils. If a wall drain system is not possible, such walls will need to be designed and constructed to accommodate the hydrostatic pressures that may be expected over the design life of the wall. When utilized, we recommend that a perimeter drain, such as a perforated pipe drain, be installed along the base of the fill behind the walls to rapidly

remove water from behind the wall. The perimeter drain should discharge collected water at least 5 feet away from any structure foundations.

Weep holes or other methods for drainage may also be considered to further aid in reducing the build-up of hydrostatic pressures. The drainage elements should be screened, or otherwise fitted to prevent appreciable loss of granular backfill and to prevent debris from clogging the elements.

For the granular earth pressure values to be valid, the granular backfill must extend at least 2 feet from the base of the wall and then up at an angle of 35 degrees from vertical or flatter. Free-draining select backfill should meet the requirements of TxDOT Item 423 Sizes AS, BS, or DS. Size DS select backfill should be used where inundation conditions are anticipated. ASTM C-33, size numbers 57, 6, 67, 7, 8, 89 or 9 may also be suitable, but should be evaluated prior to use. Filter fabric should be placed between free-draining backfill and on-site retained or backfill soils. A minimum 2-foot thick backfill cap utilizing imported clays should be placed over free-draining wall backfill from the outer edge of the wall excavation to a distance of at least two (2) feet beyond the wall excavation limits in order to minimize water infiltration into the wall backfill.

7.0 EARTHWORK RECOMMENDATIONS

We recommend that the slope be reconstructed and flattened at a maximum incline of 4H:1V (or flatter). Recommendations are provided in the following sections for reconstruction of the slopes and design and construction of the potential retaining wall.

We have the following earthwork recommendations for embankment reconstruction.

- After excavation, rework and recompact the exposed subgrade to a depth of 12 inches. The scarified and reworked soils should be compacted to at least 95 percent of the maximum dry density, as determined by ASTM D698 (standard Proctor), and at a moisture content that is at or above the optimum moisture content, as determined by that same test.

- Within 24 hours of recompacting the reworked excavated exposed subgrade, begin fill operations with the stockpiled on-site soils or imported soils to finished pad elevation. The fill should be spread across the benched pads in a uniform thickness atop the scarified layer as the first and succeeding lifts. The reworked or imported fill soils should be placed in maximum 8-inch compacted lifts, be compacted to at least 95 percent of the maximum dry density as determined by ASTM D698 (standard Proctor) and be placed at a moisture content that is at or above the optimum moisture content, as determined by that same test.

- Grade raise fill within the slope area may be on-site or imported material. Imported materials should have a Liquid Limit (LL) of less than 50, a Plasticity Index (PI) of less than 30, be essentially free of particles in excess of 4 inches in their longest direction and have a minimum of 35 percent passing the No. 200 sieve.

- Good surface drainage should be established at the beginning of construction and maintained thereafter to prevent ponding of water in or around construction areas.
- Each lift of fill placed should be tested for moisture content and degree of compaction by a testing laboratory at a minimum frequency of one (1) test performed for every 3,000 square-feet, and with a minimum of three (3) tests performed per lift of fill placed within the footprint of the remediation.
- Grass or vegetation should be maintained to prevent erosion in those areas.

8.0 OTHER CONSTRUCTION

8.1 Site Grading

Expansive clay cut and fill slopes should be gentle and preferably should not exceed 4 horizontals to 1 vertical (4H: 1V).

Excess water ponding on and beside roadways can cause unacceptable heave of these structures. To reduce this potential heave, good surface drainage should be established. In addition, final grades in the vicinity pavements should provide for positive drainage away from these elements.

8.2 Excavations

Excavations greater than 4 feet in height/depth should be in accordance with OSHA 29CFR 1926, Subpart P. Temporary construction slopes should incorporate excavation protection systems or should be sloped back. Where the excavation does not extend close to building lines, these areas may be laid back. Where space allows, temporary slopes should be sloped at 1.5 horizontal to 1 vertical (1.5H: 1V) or flatter.

Where excavation slopes greater than four (4) feet in height cannot be laid back, these areas will require installation of a temporary retention system or shoring to protect the existing construction, restrain the subsurface soils and maintain the integrity of the excavation. We recommend that monitoring points be established around the retention system and that these locations be monitored during and after the excavation activities to confirm the integrity of the retention system.

The slopes and temporary retention system should be verified by and designed by the contractor's engineer and should not be surcharged by traffic, construction equipment, or permanent structures. The slopes and temporary retention system should be adequately maintained and periodically inspected to ensure the safety of the excavation and surrounding property.

9.0 LIMITATIONS

The professional geotechnical engineering services performed for this project, the findings obtained, and the recommendations prepared were accomplished in accordance with currently accepted geotechnical engineering principles and practices.

Variations in the subsurface conditions are noted at the specific boring locations for this study. As such, all users of this report should be aware that differences in depths and thicknesses of strata encountered can vary between the boring locations. Statements in the report as to subsurface conditions across the site are extrapolated from the data obtained at the specific boring locations. The number and spacing of the exploration borings were chosen to obtain geotechnical information for the design and construction of a retaining wall system. If there are any conditions differing significantly from those described herein, Geotex should be notified to re-evaluate the recommendations contained in this report.

Recommendations contained herein are not considered applicable for an indefinite period of time. Our office must be contacted to re-evaluate the contents of this report if construction does not begin within a one-year period after completion of this report.

The scope of services provided herein does not include an environmental assessment of the site or investigation for the presence or absence of hazardous materials in the soil, surface water, or groundwater.

All contractors referring to this geotechnical report should draw their own conclusions regarding excavations, construction, etc. for bidding purposes. Geotex is not responsible for conclusions, opinions or recommendations made by others based on these data. The report is intended to guide preparation of project specifications and should not be used as a substitute for the project specifications.

Recommendations provided in this report are based on our understanding of information provided by the Client to us regarding the scope of work for this project. If the Client notes any differences, our office should be contacted immediately since this may materially alter the recommendations.

This report has been prepared for the exclusive use of our client for specific applications to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Geotex reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX A - BORING LOGS AND SUPPORTING DATA



BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY

GEOTEX ENGINEERING

N.T.S.

PLAN OF BORINGS

NRH RETAINING WALL

NORTH RICHLAND HILLS TEXAS

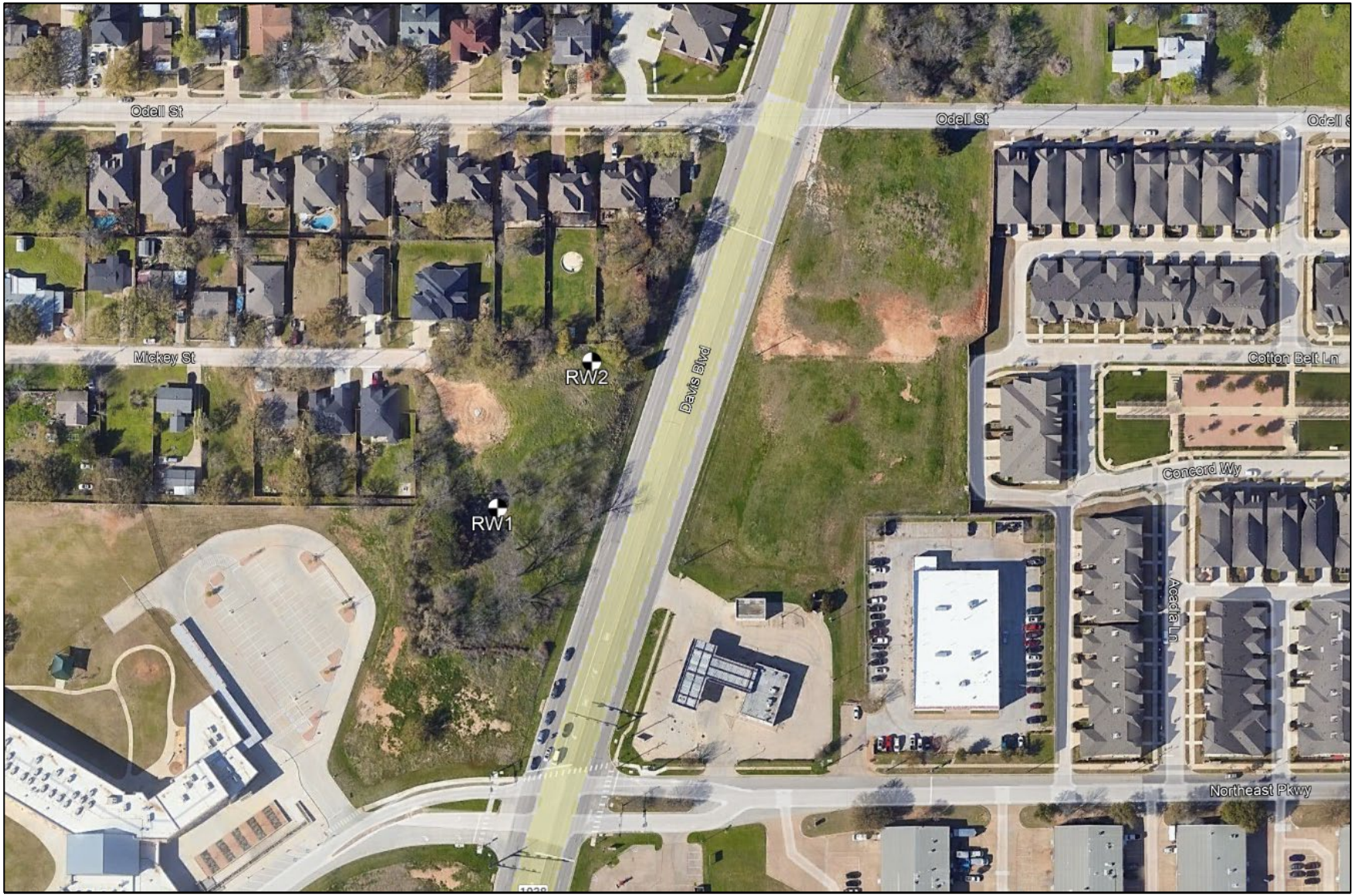
SHEET NO.

G1

DATE DRILLED

March 28, 2024

880



BORING LOCATIONS ARE INTENDED FOR GRAPHICAL REFERENCE ONLY

GEOTEX ENGINEERING

N.T.S.

PLAN OF BORINGS

NRH RETAINING WALL

NORTH RICHLAND HILLS TEXAS

SHEET NO.

G2

DATE DRILLED

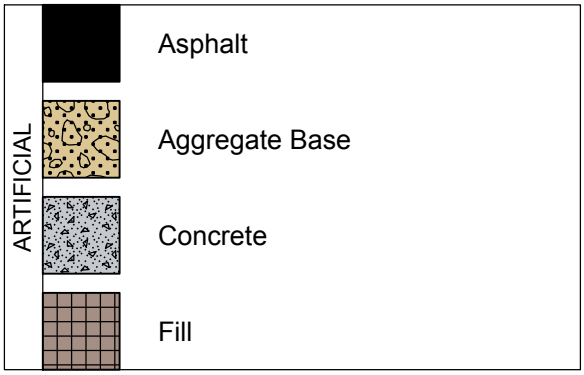
March 28, 2024

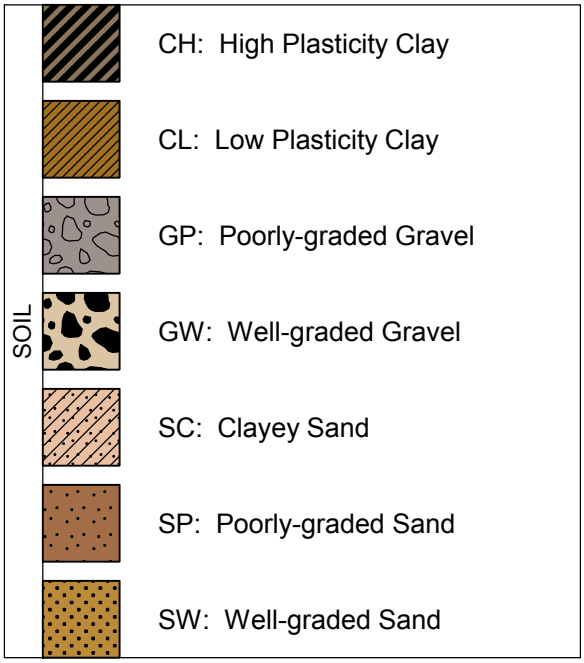
881

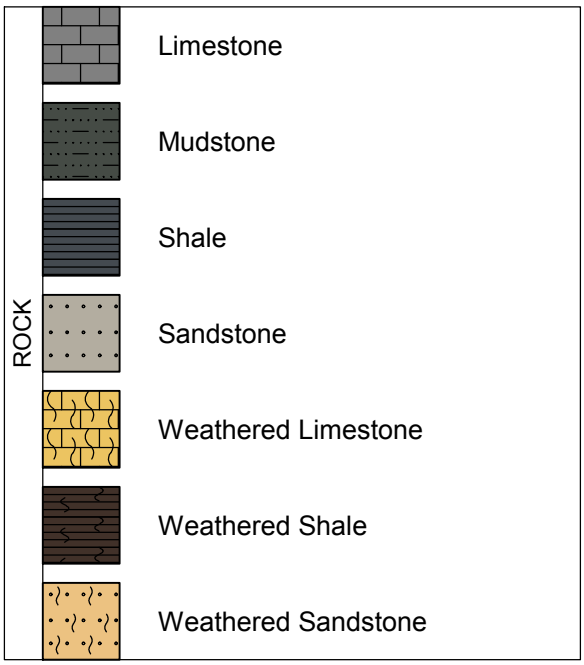
KEY TO SYMBOLS AND TERMS

GEOTEX ENGINEERING

LITHOLOGIC SYMBOLS







CONSISTENCY OF SOILS

CONSISTENCY: FINE GRAINED SOILS		
Consistency	SPT (blowcounts)	PP (tsf)
Very Soft	0 - 2	< 0.25
Soft	3 - 4	0.25 - 0.5
Medium Stiff	5 - 8	0.5 - 1.0
Stiff	9 - 15	1.0 - 2.0
Very Stiff	16 - 30	2.0 - 4.0
Hard	> 30	> 4.0

CONDITION OF SOILS

CONDITION: COARSE GRAINED SOILS			
Condition	SPT (blowcounts)	TCP (values)	Relative Density (%)
Very Loose	0 - 4	< 8	0 - 15
Loose	5 - 10	8 - 20	15 - 35
Medium Dense	11 - 30	20 - 80	35 - 65
Dense	31 - 50	80 - 5 in./100	65 - 85
Very Dense	> 50	0 in. - 5 in./100	85 - 100

SECONDARY COMPONENTS

QUANTITY DESCRIPTORS	
Trace	< 5% of sample
Few	5% to 10%
Little	10% to 25%
Some	25% to 35%
With	> 35%

RELATIVE HARDNESS OF ROCK MASS

Designation	Description
Very Soft	Can be carved with a knife. Can be excavated readily with point of pick. Pieces 1" or more in thickness can be broken by finger pressure. Readily scratched with fingernail.
Soft	Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in size by moderate blows with the pick point. Small, thin pieces can be broken by finger pressure.
Medium Hard	Can be grooved or gouged 1/4" deep by firm pressure on knife or pick point. Can be excavated in small chips to pieces about 1" maximum size by hard blows with the point of a pick.
Moderately Hard	Can be scratched with knife or pick. Gouges or grooves 1/4" deep can be excavated by hard blow of the point of a pick. Hand specimens can be detached by a moderate blow.
Hard	Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach a hand specimen.
Very Hard	Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows from a hammer or pick.

WEATHERING OF ROCK MASS

Designation	Description
Fresh	No visible sign of weathering
Slightly weathered	Penetrative weathering on open discontinuity surfaces, but only slight weathering of rock material
Moderately weathered	Weathering extends throughout rock mass, but the rock material is not friable
Highly weathered	Weathering extends throughout rock mass, and the rock material is partly friable
Completely weathered	Rock is wholly decomposed and in a friable condition but the rock texture and structure are preserved
Residual Soil	A soil material with the original texture, structure, and mineralogy of the rock completely destroyed

GEOTEX ENGINEERING

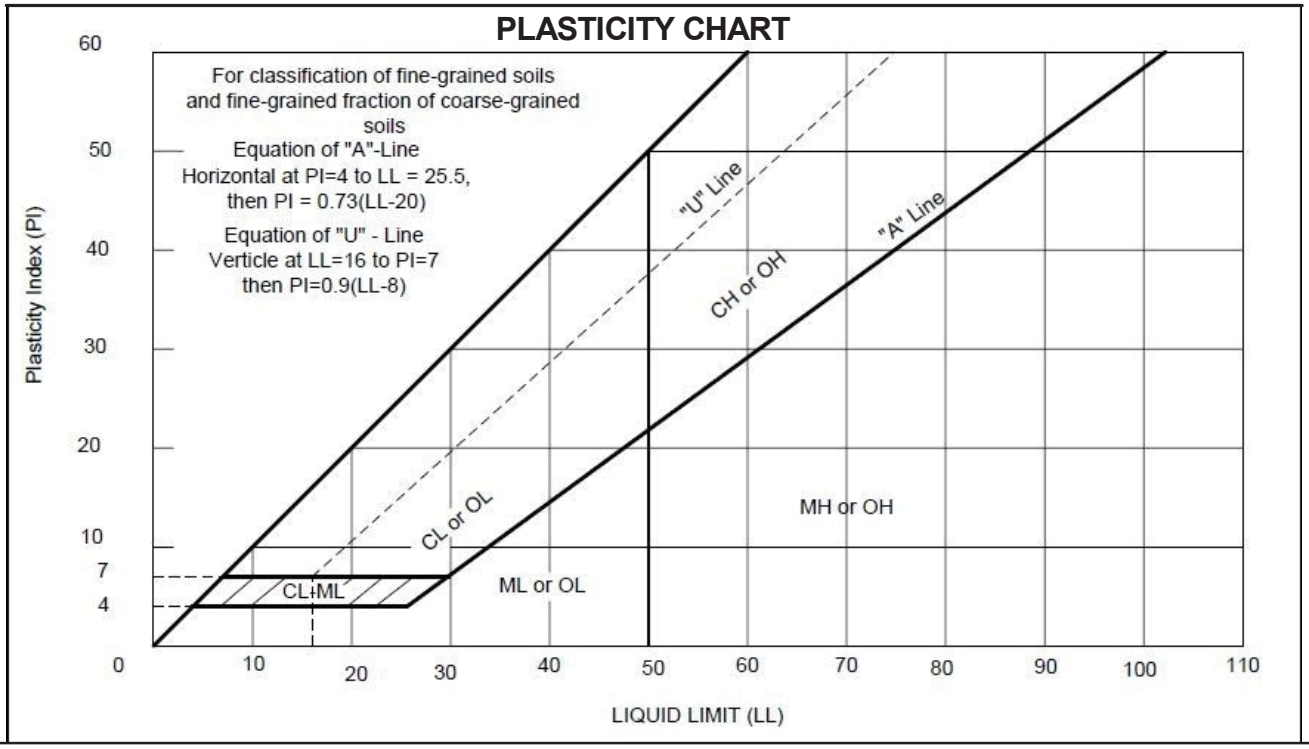
UNIFIED SOIL CLASSIFICATION SYSTEM

ADAPTED FROM ASTM D 2487

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS				GROUP SYMBOL	GROUP NAME
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS RETAINED ON THE NO. 200 SIEVE	GRAVELS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LESS THAN 5% FINES)	$Cu \geq 4$ and $1 \leq Cc \leq 3$	GW	WELL-GRADED GRAVEL
			$Cu < 4$ and/or $[Cc < 1$ or $Cc > 3]$	GP	POORLY-GRADED GRAVEL
		GRAVELS WITH FINES (MORE THAN 12% FINES)	Fines classify as ML or MH	GM	SILTY GRAVEL
			Fines classify as CL or CH	GC	CLAYEY GRAVEL
	SANDS MORE THAN 50% OF COARSE FRACTION PASSING THE NO. 4 SIEVE	CLEAN SANDS (LESS THAN 5% FINES)	$Cu \geq 6$ and $1 \leq Cc \leq 3$	SW	WELL-GRADED SAND
			$Cu < 6$ and/or $[Cc < 1$ or $Cc > 3]$	SP	POORLY-GRADED SAND
		SANDS WITH FINES (MORE THAN 12% FINES)	Fines classify as ML or MH	SM	SILTY SAND
			Fines classify as CL or CH	SC	CLAYEY SAND
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL PASSES THROUGH THE NO. 200 SIEVE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50	INORGANIC	PI > 7 and plots on or above "A" line	CL	LEAN CLAY
			PI < 4 or plots below "A" line	ML	SILT
		ORGANIC	$\frac{Liquid\ limit - oven\ dried}{Liquid\ limit - not\ dried} < 0.75$	OL	ORGANIC CLAY ORGANIC SILT
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50	INORGANIC	PI plots on or above "A" line	CH	FAT CLAY
			PI plots below "A" line	MH	ELASTIC SILT
		ORGANIC	$\frac{Liquid\ limit - oven\ dried}{Liquid\ limit - not\ dried} < 0.75$	OH	ORGANIC CLAY ORGANIC SILT
HIGHLY ORGANIC SOILS	PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR			PT	PEAT

PLASTICITY CHART



GEOTEX ENGINEERING

BORING LOG

RW1
PAGE 1 OF 1

PROJECT: NRH Retaining Walls
CLIENT: Peloton Land Solutions
PROJECT NUMBER: G23-2232
START DATE: 3/28/2024 FINISH DATE: 3/28/2024
LOGGED BY: Carlos Saldana (Geotex)

LOCATION: North Richland Hills, Texas
GPS COORDINATES: N32.871363, W97.208366
GROUND ELEVATION: Approx. 667 feet
DRILL METHOD: Cont. Flight Auger/Cont. Pushing
DRILLED BY: Octavio Herrera (Geotex)

Legend:
■ S-Shelby Tube
☒ N-Standard Penetration
▽ T-Texas Cone Penetration
◧ C-Core
◪ B-Bag Sample
▽ - Water Encountered

Depth (ft)	Sample Type	Hand Pen. (tsf) or SPT or TCP	Graphic Log		REC (%) RQD (%)	MC (%)	Atterberg Limits LL (%)	Atterberg Limits PL (%)	Atterberg Limits PI	Passing #200 Sieve (%)	Total Suction (pF)	Clay (%)	Swell (%)	DUW (pcf)	Unconf. Compr. Str (ksf)
0	S	0.25		**SILTY SAND (SM);** very loose to medium dense; brown, reddish brown; trace sandstone fragments		17.4									
	S	0.25													
	S	1.5				17.3	NP	NP	NP	16					
5				5.0 ft											
	S	2.5		**SHALE;** highly weathered; very soft; light gray; trace iron oxide stains and sand — 662.0 ft		17.9									
	S	4.5+		-interbedded shale layer at 7 feet		16.9	52	20	32					112.5	10.3
				9.0 ft											
10	S	4.5+		**CLAYEY SAND (SC);** medium dense; brown, reddish brown; trace sandstone fragments — 658.0 ft		13.0				33					
15	N	4, 12, 18				17.6									
				18.5 ft											
20	N	4, 6, 7		**SHALE;** moderately to highly weathered; soft to medium hard; brown, gray; few to little iron oxide stains; occasional sandstone layers — 648.5 ft											
25	N	5, 12, 15													
30	N	17, 50=4.0", 50=2.5"		30.0 ft											
				End of boring at 30.0' — 637.0 ft											
35				Notes: -seepage at 25 feet during drilling -water at 22 feet at completion											

BORING LOG

RW2
PAGE 1 OF 1

PROJECT: NRH Retaining Walls
CLIENT: Peloton Land Solutions
PROJECT NUMBER: G23-2232
START DATE: 3/28/2024 FINISH DATE: 3/28/2024
LOGGED BY: Carlos Saldana (Geotex)

LOCATION: North Richland Hills, Texas
GPS COORDINATES: N32.871833, W97.208006
GROUND ELEVATION: Approx. 677 feet
DRILL METHOD: Cont. Flight Auger/Cont. Pushing
DRILLED BY: Octavio Herrera (Geotex)

Legend:
■ S-Shelby Tube
☒ N-Standard Penetration
▽ T-Texas Cone Penetration
◧ C-Core
◪ B-Bag Sample
▽ - Water Encountered

Depth (ft)	Sample Type	Hand Pen. (tsf) or SPT or TCP	Graphic Log		REC (%) RQD (%)	MC (%)	Atterberg Limits LL (%)	Atterberg Limits PL (%)	Atterberg Limits PI	Passing #200 Sieve (%)	Total Suction (pF)	Clay (%)	Swell (%)	DUW (pcf)	Unconf. Compr. Str (ksf)
0	S	2.0		**CLAYEY SAND (SC);** dense to medum dense; reddish brown, brown; trace to few sandstone fragments		12.6				29					
	S	2.75													
5	NR														
	S	4.5				12.4	23	12	11				0.1	120.7	
	S	2.25				14.0				27					
	T	50=4.0", 50=2.0"		9.0 ft 668.0 ft **CLAYEY SAND (SC);** very dense; reddish brown; occasional sandstone layers											
10															
15	N	14, 46, 50=5.0"				5.9									
				18.5 ft 658.5 ft **SHALE;** moderately to highly weathered; soft to medium; dark brown, brown, gray; occasional sandstone layers		15.6									
20	N	8, 11, 22													
25	N	7, 14, 24				19.0									
30	N	11, 14, 49		30.0 ft											
				End of boring at 30.0' 647.0 ft											
35				Notes: -dry during drilling -dry upon completion											

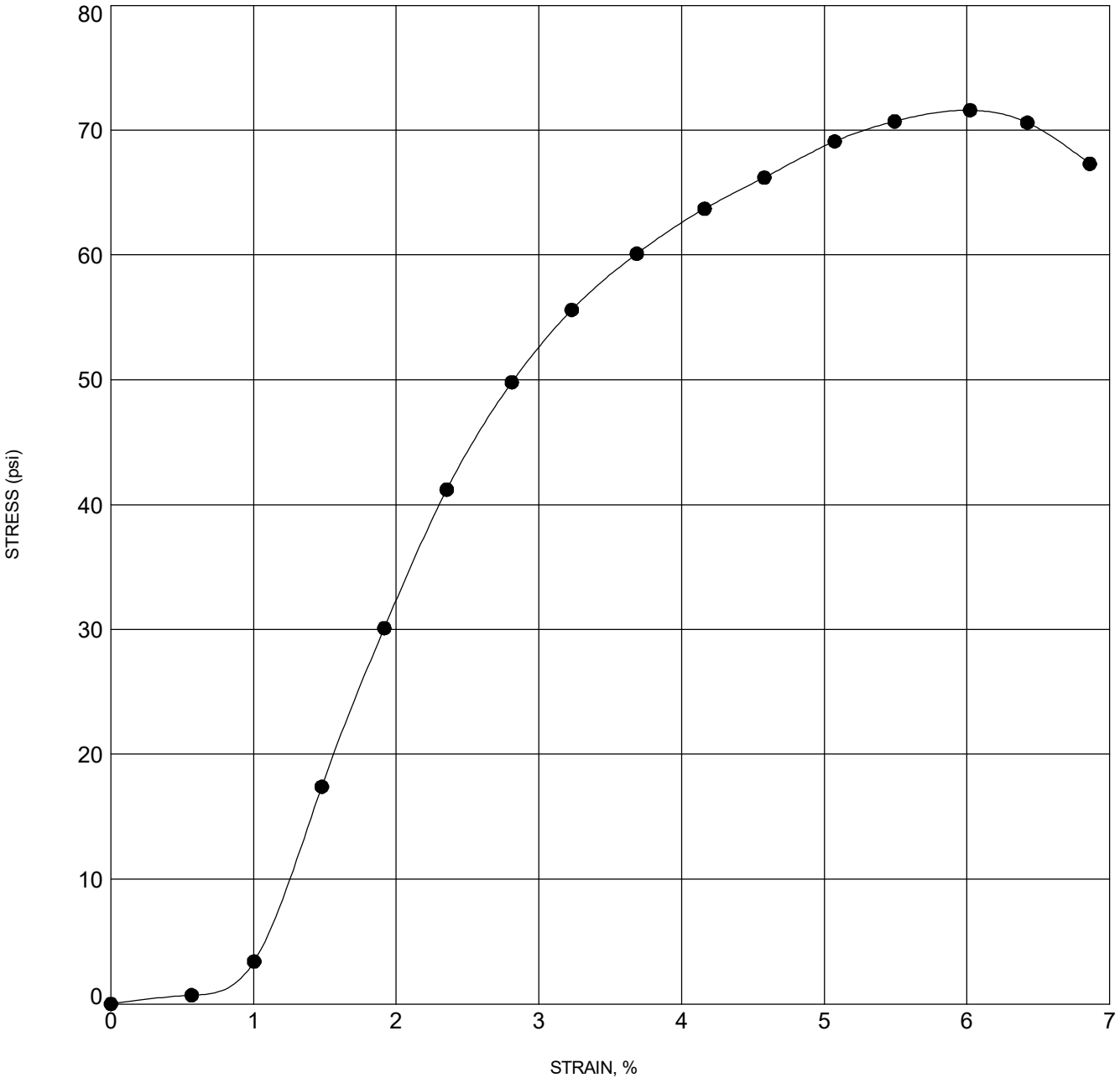
UNCONFINED COMPRESSION TEST

PROJECT: NRH Retaining Walls

CLIENT: Peloton Land Solutions

PROJECT NUMBER: G23-2232

LOCATION: North Richland Hills, Texas



Borehole	Depth	Description	Compressive Strength (psi)	γ_d (pcf)	MC%
● **RW1**	**7.0**	**SHALE;** highly weathered; very soft; light brown, gray	**71.6**	**112.5**	**16.9**

SWELL TEST RESULTS

PROJECT: NRH Retaining Walls

CLIENT: Peloton Land Solutions

PROJECT NUMBER: G23-2232

LOCATION: North Richland Hills, Texas

Boring Number	Depth feet	Initial Moisture Content, %	Final Moisture Content, %	Vertical Swell, %
RW2	5-6	12.4	15.4	0.1

APPENDIX B - GENERAL DESCRIPTION OF PROCEDURES

ANALYTICAL METHODS TO PREDICT MOVEMENT

INDEX PROPERTY AND CLASSIFICATION TESTING

Classification testing is perhaps the most basic, yet fundamental tool available for predicting potential movements of clay soils. Classification testing typically consists of moisture content, Atterberg Limits, and Grain-size distribution determinations. From these results a general assessment of a soil's propensity for volume change with changes in soil moisture content can be made.

Moisture Content

By studying the moisture content of the soils at varying depths and comparing them with the results of Atterberg Limits, one can estimate a rough order of magnitude of potential soil movement at various moisture contents, as well as movements with moisture changes. These tests are typically performed in accordance with ASTM D2216.

Atterberg Limits

Atterberg limits determine the liquid limit (LL), plastic limit (PL), and plasticity index (PI) of a soil. The liquid limit is the moisture content at which a soil begins to behave as a viscous fluid. The plastic limit is the moisture content at which a soil becomes workable like putty, and at which a clay soil begins to crumble when rolled into a thin thread (1/8" diameter). The PI is the numerical difference between the moisture constants at the liquid limit and the plastic limit. This test is typically performed in accordance with ASTM D4318.

Clay mineralogy and the particle size influence the Atterberg Limits values, with certain minerals (e.g., montmorillonite) and smaller particle sizes having higher PI values, and therefore higher movement potential.

A soil with a PI below about 15 to 18 is considered to be generally stable and should not experience significant movement with changes in moisture content. Soils with a PI above about 30 to 35 are considered to be highly active and may exhibit considerable movement with changes in moisture content.

Fat clays with very high liquid limits, weakly cemented sandy clays, or silty clays are examples of soils in which it can be difficult to predict movement from classification testing alone.

Grain-size Distribution

The simplest grain-size distribution test involves washing a soil specimen over the No. 200 mesh sieve with an opening size of 0.075 mm (ASTM D1140). This particle size has been defined by the engineering community as the demarcation between coarse-grained and fine-grained soils. Particles smaller than this size can be further distinguished between silt-size and clay-size particles by use of a Hydrometer test (ASTM D422). A more complete grain-size distribution test that uses sieves to relative amount of particles according is the Sieve Gradation Analysis of Soils (ASTM D6913). Once the characteristics of the soil are determined through classification testing, a number of movement prediction techniques are available to predict the potential movement of the soils. Some of these are discussed in general below.

TEXAS DEPARTMENT OF TRANSPORTATION METHOD 124-E

The Texas Department of Transportation (TxDOT) has developed a generally simplistic method to predict movements for highways based on the plasticity index of the soil. The TxDOT method is empirical and is based on the Atterberg limits and moisture content of the subsurface soil. This method generally assumes three different initial moisture conditions: dry, “as-is”, and wet. Computation of each over an assumed depth of seasonal moisture variation (usually about 15 feet or less) provides an estimate of potential movement at each initial condition. This method requires a number of additional assumptions to develop a potential movement estimate. As such, the predicted movements generally possess large uncertainties when applied to the analysis of conditions under pavements.

POTENTIAL VERTICAL MOVEMENT

A general index for movement is known as the Potential Vertical Rise (PVR). The actual term PVR refers to the TxDOT Method 124-E mentioned above. For the purpose of this report the term Potential Vertical Movement (PVM) will be used since PVM estimates are derived using multiple analytical techniques, and not just TxDOT methods.

Vertical movement of clay soils under pavements resulting to soil moisture changes can result from a variety causes, including poor site grading and drainage, improperly prepared subgrade, trees and large shrubbery located too close to structures, utility leaks or breaks, poor subgrade maintenance such as inadequate or excessive irrigation, or other causes.

PVM is generally considered to be a measurement of the change in height of a foundation from the elevation it was originally placed. Experience and generally accepted practice suggest that if the PVM of a site is less than one inch, the associated differential movement will be minor and acceptable to most people.

SPECIAL COMMENTARY ON CONCRETE AND EARTHWORK

UTILITY TRENCH EXCAVATION

Trench excavation for utilities should be sloped or braced in the interest of safety. Attention is drawn to OSHA Safety and Health Standards (29 CFR 1926/1910), Subpart P, regarding trench excavations greater than 5 feet in depth.

FIELD SUPERVISION AND DENSITY TESTING

Construction observation and testing by a field technician under the direction of a licensed geotechnical engineer should be provided. Some adjustments in the test frequencies may be required based upon the general fill types and soil conditions at the time of fill placement.

It is recommended that all site and subgrade preparation, proof rolling, and pavement construction be monitored by a qualified engineering firm. Density tests should be performed to verify proper compaction and moisture content of any earthwork. Inspection should be performed prior to and during concrete placement operations.

14805 Trinity Boulevard, Fort Worth, Texas 76155
Geotechnical 817.529.8464 Corporate 903.420.0014
www.geotex-engineering.com
Texas Engineering Firm Registration # F-12796
Oklahoma Engineering Firm Certificate of Authorization CA 7181

Project Name: Main Street Smithfield
Bid Opening: 7/7/2026

Item No.	Item Description	Quantity	Unit	Bidder 1 A & D Paving LLC P.O. Box 418 Decatur, TX, 76234		Bidder 2 Axis Contracting Inc. 9787 Helms Trl Forney, TX, 76126		Bidder 3 DDM Construction Company 306 W Overly Drive Lake Dallas, TX, 75065		Bidder 4 J&L Construction LLC 2220 San Jacinto Blvd, Suite 320 Denton, TX, 76205		Bidder 5 Jackson Construction Ltd. 5112 Sun Valley Drive Fort Worth, TX, 76119		Bidder 6 McClendon Construction Co. Inc. PO Box 999, 548 Memorial Plaza Burleson, TX, 76097		Bidder 7 McMahon Contracting LP 3019 Roy Orr Blvd Grand Prairie, TX, 75050		Bidder 8 Pavecon Public Works LP 3022 Roy Orr Blvd Grand Prairie, TX, 7505		Bidder 9 Quality Excavation 104 Redfearn Rd. Aubrey, TX, 76227		Bidder 10 Ragle Inc. 9003 Airport Freeway, Suite G270 North Richland Hills, TX, 76180		Bidder 11 Rebcon LLC 400 109th Street Arlington, TX, 76011		Bidder 12 SYB Construction Co. Inc. 1017 S. FM 157 Venus, TX, 76084		Bidder 13 Tiseo Paving Company LLC 419 US HWY 80E Mesquite, TX, 75150		Bidder 14 XIT Paving & Construction Inc. 3934 S HWY 287 Waxahachie, TX, 75165	
				Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost
SECTION I - GENERAL ITEMS & REMOVALS																																	
100	MOBILIZATION	1	LS	$ 187,000.00	$ 187,000.00	$ 275,000.00	$ 275,000.00	$ 200,000.00	$ 200,000.00	$ 188,532.16	$ 188,532.16	$ 200,000.00	$ 200,000.00	$ 110,000.00	$ 110,000.00	$ 341,149.66	$ 341,149.66	$ 93,339.42	$ 93,339.42	$ 400,000.00	$ 400,000.00	$ 550,000.00	$ 550,000.00	$ 219,000.00	$ 219,000.00	$ 66,000.00	$ 66,000.00	$ 100,000.00	$ 100,000.00	$ 240,000.00	$ 240,000.00		
101	BARRICADES, SIGNS, AND TRAFFIC HANDLING	12	MO	$ 2,800.00	$ 33,600.00	$ 3,025.00	$ 36,300.00	$ 3,000.00	$ 36,000.00	$ 3,482.73	$ 41,792.76	$ 2,150.00	$ 25,800.00	$ 10,000.00	$ 120,000.00	$ 3,652.53	$ 43,830.36	$ 4,908.43	$ 58,901.16	$ 2,450.00	$ 29,400.00	$ 46,000.00	$ 552,000.00	$ 7,500.00	$ 90,000.00	$ 8,000.00	$ 96,000.00	$ 4,000.00	$ 48,000.00	$ 2,100.00	$ 25,200.00		
102	PROJECT SIGN	2	EA	$ 850.00	$ 1,700.00	$ 770.00	$ 1,540.00	$ 1,000.00	$ 2,000.00	$ 1,343.74	$ 2,687.48	$ 640.00	$ 1,280.00	$ 500.00	$ 1,000.00	$ 525.40	$ 1,050.80	$ 873.55	$ 1,747.10	$ 458.61	$ 917.22	$ 5,000.00	$ 10,000.00	$ 850.00	$ 1,700.00	$ 750.00	$ 1,500.00	$ 575.00	$ 1,150.00	$ 450.00	$ 900.00		
200	GENERAL SITE PREPARATION	1	LS	$ 84,000.00	$ 84,000.00	$ 72,325.00	$ 72,325.00	$ 95,000.00	$ 95,000.00	$ 15,922.35	$ 15,922.35	$ 30,000.00	$ 30,000.00	$ 27,500.00	$ 27,500.00	$ 11,334.36	$ 11,334.36	$ 406,723.90	$ 406,723.90	$ 31,403.00	$ 31,403.00	$ 550,000.00	$ 550,000.00	$ 50,000.00	$ 50,000.00	$ 85,000.00	$ 85,000.00	$ 83,000.00	$ 83,000.00	$ 23,403.00	$ 23,403.00		
201	REMOVE ASPHALT & BASE (12")	6,675	SY	$ 18.80	$ 125,490.00	$ 14.00	$ 93,450.00	$ 6.00	$ 40,050.00	$ 21.75	$ 145,181.25	$ 20.00	$ 133,500.00	$ 13.00	$ 86,775.00	$ 9.14	$ 61,009.50	$ 17.24	$ 115,077.00	$ 13.98	$ 93,316.50	$ 10.90	$ 72,757.50	$ 15.00	$ 100,125.00	$ 25.00	$ 166,875.00	$ 14.00	$ 93,450.00	$ 10.00	$ 66,750.00		
202	REMOVE CONCRETE PAVEMENT	836	SY	$ 16.25	$ 13,585.00	$ 19.45	$ 16,260.20	$ 14.00	$ 11,704.00	$ 77.74	$ 64,990.64	$ 65.00	$ 54,340.00	$ 10.00	$ 8,360.00	$ 12.92	$ 10,801.12	$ 21.72	$ 18,157.92	$ 10.75	$ 8,987.00	$ 21.30	$ 17,806.80	$ 30.00	$ 25,080.00	$ 15.00	$ 12,540.00	$ 27.00	$ 22,572.00	$ 20.00	$ 16,720.00		
203	REMOVE CONCRETE CURB & GUTTER	2,499	LF	$ 9.00	$ 22,491.00	$ 6.50	$ 16,243.50	$ 5.00	$ 12,495.00	$ 9.78	$ 24,440.22	$ 16.00	$ 39,984.00	$ 6.00	$ 14,994.00	$ 3.51	$ 8,771.49	$ 9.20	$ 22,990.80	$ 4.00	$ 9,996.00	$ 6.50	$ 16,243.50	$ 12.00	$ 29,988.00	$ 8.00	$ 19,992.00	$ 14.00	$ 34,986.00	$ 15.00	$ 37,485.00		
204	REMOVE CONCRETE SIDEWALK AND RAMPS	253	SY	$ 18.00	$ 4,554.00	$ 13.20	$ 3,339.60	$ 13.00	$ 3,289.00	$ 13.02	$ 3,294.06	$ 20.00	$ 5,060.00	$ 7.00	$ 1,771.00	$ 18.50	$ 4,680.50	$ 21.72	$ 5,495.16	$ 12.00	$ 3,036.00	$ 12.60	$ 3,187.80	$ 26.00	$ 6,578.00	$ 5.00	$ 1,265.00	$ 22.50	$ 5,692.50	$ 27.00	$ 6,831.00		
205	REMOVE INLET	2	EA	$ 1,200.00	$ 2,400.00	$ 825.00	$ 1,650.00	$ 1,000.00	$ 2,000.00	$ 5,804.22	$ 11,608.44	$ 1,300.00	$ 2,600.00	$ 1,500.00	$ 3,000.00	$ 687.74	$ 1,375.48	$ 2,068.93	$ 4,137.86	$ 615.00	$ 1,230.00	$ 599.00	$ 1,198.00	$ 1,100.00	$ 2,200.00	$ 1,000.00	$ 2,000.00	$ 2,050.00	$ 4,100.00	$ 1,651.00	$ 3,302.00		
206	REMOVE TREE	39	EA	$ 950.00	$ 37,050.00	$ 950.00	$ 37,050.00	$ 750.00	$ 29,250.00	$ 727.44	$ 28,370.16	$ 820.00	$ 31,980.00	$ 500.00	$ 19,500.00	$ 662.93	$ 25,854.27	$ 667.23	$ 26,021.97	$ 711.00	$ 27,729.00	$ 295.00	$ 11,505.00	$ 350.00	$ 13,650.00	$ 800.00	$ 31,200.00	$ 650.00	$ 25,350.00	$ 1,100.00	$ 42,900.00		
207	REMOVE AND RELOCATE MAILBOX	7	EA	$ 80.00	$ 560.00	$ 200.00	$ 1,400.00	$ 530.00	$ 3,710.00	$ 562.94	$ 3,940.58	$ 500.00	$ 3,500.00	$ 100.00	$ 700.00	$ 48.14	$ 336.98	$ 344.82	$ 2,413.74	$ 39.00	$ 273.00	$ 957.00	$ 6,699.00	$ 500.00	$ 3,500.00	$ 200.00	$ 1,400.00	$ 100.00	$ 700.00	$ 211.00	$ 1,477.00		
208	REMOVE SIGN POST	16	EA	$ 185.00	$ 2,960.00	$ 200.00	$ 3,200.00	$ 160.00	$ 2,560.00	$ 567.65	$ 9,082.40	$ 250.00	$ 4,000.00	$ 150.00	$ 2,400.00	$ 120.34	$ 1,925.44	$ 166.66	$ 2,666.56	$ 220.00	$ 3,520.00	$ 289.00	$ 4,624.00	$ 100.00	$ 1,600.00	$ 100.00	$ 1,600.00	$ 100.00	$ 1,600.00	$ 40.00	$ 640.00		
209	REMOVE MASONRY SIGN	2	EA	$ 1,500.00	$ 3,000.00	$ 2,000.00	$ 4,000.00	$ 600.00	$ 1,200.00	$ 3,549.92	$ 7,099.84	$ 1,500.00	$ 3,000.00	$ 250.00	$ 500.00	$ 2,054.88	$ 4,109.76	$ 1,149.41	$ 2,298.82	$ 112.00	$ 224.00	$ 620.00	$ 1,240.00	$ 3,500.00	$ 7,000.00	$ 1,500.00	$ 3,000.00	$ 1,250.00	$ 2,500.00	$ 1,630.00	$ 3,260.00		
210	REMOVE & SALVAGE PAVERS	25	SY	$ 20.00	$ 500.00	$ 50.00	$ 1,250.00	$ 23.00	$ 575.00	$ 316.86	$ 7,921.50	$ 20.00	$ 500.00	$ 6.00	$ 150.00	$ 36.57	$ 914.25	$ 22.99	$ 574.75	$ 23.00	$ 575.00	$ 86.40	$ 2,160.00	$ 50.00	$ 1,250.00	$ 10.00	$ 250.00	$ 80.00	$ 2,000.00	$ 40.00	$ 1,000.00		
211	REMOVE SIGN & SALVAGE	4	EA	$ 185.00	$ 740.00	$ 500.00	$ 2,000.00	$ 200.00	$ 800.00	$ 464.19	$ 1,856.76	$ 310.00	$ 1,240.00	$ 150.00	$ 600.00	$ 165.59	$ 662.36	$ 166.66	$ 666.64	$ 563.00	$ 2,252.00	$ 289.00	$ 1,156.00	$ 250.00	$ 1,000.00	$ 1,500.00	$ 6,000.00	$ 160.00	$ 640.00	$ 50.00	$ 200.00		
212	REMOVE CONCRETE WHEEL STOP	7	EA	$ 100.00	$ 700.00	$ 80.00	$ 560.00	$ 45.00	$ 315.00	$ 284.47	$ 1,991.29	$ 160.00	$ 1,120.00	$ 5.00	$ 35.00	$ 65.56	$ 458.92	$ 103.45	$ 724.15	$ 80.00	$ 560.00	$ 289.00	$ 2,023.00	$ 75.00	$ 525.00	$ 25.00	$ 175.00	$ 130.00	$ 910.00	$ 40.00	$ 280.00		
213	REMOVE BOLLARDS	2	EA	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 160.00	$ 320.00	$ 1,016.69	$ 2,033.38	$ 125.00	$ 250.00	$ 100.00	$ 200.00	$ 200.70	$ 401.40	$ 57.47	$ 114.94	$ 100.00	$ 200.00	$ 289.00	$ 578.00	$ 350.00	$ 700.00	$ 25.00	$ 50.00	$ 400.00	$ 800.00	$ 100.00	$ 200.00		
214	REMOVE & RELOCATE SOLAR POWERED FLASHING BEACON	1	EA	$ 5,000.00	$ 5,000.00	$ 3,147.78	$ 3,147.78	$ 6,000.00	$ 6,000.00	$ 13,158.97	$ 13,158.97	$ 20,000.00	$ 20,000.00	$ 2,500.00	$ 2,500.00	$ 3,267.97	$ 3,267.97	$ 10,287.16	$ 10,287.16	$ 6,743.00	$ 6,743.00	$ 2,900.00	$ 2,900.00	$ 3,200.00	$ 3,200.00	$ 10,000.00	$ 10,000.00	$ 5,500.00	$ 5,500.00	$ 13,381.00	$ 13,381.00		
215	REMOVE RCP	82	LF	$ 25.00	$ 2,050.00	$ 47.30	$ 3,878.60	$ 25.00	$ 2,050.00	$ 164.07	$ 13,453.74	$ 20.00	$ 1,640.00	$ 20.00	$ 1,640.00	$ 31.27	$ 2,564.14	$ 68.96	$ 5,654.72	$ 22.50	$ 1,845.00	$ 20.10	$ 1,648.20	$ 22.00	$ 1,804.00	$ 50.00	$ 4,100.00	$ 13.00	$ 1,066.00	$ 45.00	$ 3,690.00		
216	REMOVE MISC STEEL STRUCTURE	1	EA	$ 1,500.00	$ 1,500.00	$ 242.00	$ 242.00	$ 160.00	$ 160.00	$ 5,686.71	$ 5,686.71	$ 265.00	$ 265.00	$ 350.00	$ 350.00	$ 1,828.57	$ 1,828.57	$ 252.87	$ 252.87	$ 193.00	$ 193.00	$ 578.00	$ 578.00	$ 250.00	$ 250.00	$ 5,000.00	$ 5,000.00	$ 750.00	$ 750.00	$ 100.00	$ 100.00		
217	REMOVE FENCE	997	LF	$ 1.50	$ 1,495.50	$ 5.00	$ 4,985.00	$ 4.00	$ 3,988.00	$ 12.60	$ 12,562.20	$ 3.00	$ 2,991.00	$ 10.00	$ 9,970.00	$ 2.28	$ 2,273.16	$ 2.30	$ 2,293.10	$ 3.10	$ 3,090.70	$ 5.20	$ 5,184.40	$ 5.00	$ 4,985.00	$ 5.00	$ 4,985.00	$ 2.25	$ 2,243.25	$ 8.00	$ 7,976.00		
218	REMOVE HEADWALL	1	EA	$ 1,750.00	$ 1,750.00	$ 429.00	$ 429.00	$ 600.00	$ 600.00	$ 4,009.75	$ 4,009.75	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 1,218.87	$ 1,218.87	$ 2,758.57	$ 2,758.57	$ 970.00	$ 970.00	$ 1,710.00	$ 1,710.00	$ 1,100.00	$ 1,100.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 3,301.00	$ 3,301.00		
219	REMOVE CONCRETE RIPRAP	10	SY	$ 45.00	$ 450.00	$ 22.00	$ 220.00	$ 18.00	$ 180.00	$ 145.76	$ 1,457.60	$ 130.00	$ 1,300.00	$ 80.00	$ 800.00	$ 48.09	$ 480.90	$ 21.84	$ 218.40	$ 60.00	$ 600.00	$ 39.00	$ 390.00	$ 55.00	$ 550.00	$ 15.00	$ 150.00	$ 50.00	$ 500.00	$ 75.00	$ 750.00		
	SECTION I TOTAL =				**$ 532,975.50**		**$ 578,870.68**		**$ 454,246.00**		**$ 611,074.24**		**$ 567,350.00**		**$ 413,745.00**		**$ 530,300.26**		**$ 783,516.71**		**$ 627,060.42**		**$ 1,815,589.20**		**$ 565,785.00**		**$ 521,582.00**		**$ 439,509.75**		**$ 499,746.00**
SECTION II - PAVING IMPROVEMENTS																																	
300	EXCAVATION (ROADWAY)	1,743	CY	$ 35.68	$ 62,190.24	$ 44.50	$ 77,563.50	$ 46.00	$ 80,178.00	$ 52.90	$ 92,204.70	$ 40.00	$ 69,720.00	$ 50.00	$ 87,150.00	$ 30.11	$ 52,481.73	$ 47.90	$ 83,489.70	$ 18.00	$ 31,374.00	$ 70.24	$ 122,428.32	$ 30.00	$ 52,290.00	$ 40.00	$ 69,720.00	$ 40.00	$ 69,720.00	$ 36.00	$ 62,748.00		
301	EXCAVATION (CHANNEL)	35	CY	$ 95.00	$ 3,325.00	$ 44.50	$ 1,557.50	$ 80.00	$ 2,800.00	$ 195.31	$ 6,835.85	$ 65.00	$ 2,275.00	$ 70.00	$ 2,450.00	$ 14.17	$ 495.95	$ 70.57	$ 2,469.95	$ 27.00	$ 945.00	$ 46.84	$ 1,639.40	$ 50.00	$ 1,750.00	$ 75.00	$ 2,625.00	$ 85.00	$ 2,975.00	$ 60.00	$ 2,100.00		
302	EMBANKMENT	774	CY	$ 23.18	$ 17,941.32	$ 43.25	$ 33,475.50	$ 8.00	$ 6,192.00	$ 106.58	$ 82,492.92	$ 10.00	$ 7,740.00	$ 2.00	$ 1,548.00	$ 15.38	$ 11,904.12	$ 45.04	$ 34,860.96	$ 11.25	$ 8,707.50	$ 37.50	$ 29,025.00	$ 30.00	$ 23,220.00	$ 60.00	$ 46,440.00	$ 40.00	$ 30,960.00	$ 40.00	$ 30,960.00		
303	8" LIME STABILIZED SUBGRADE	7,276	SY	$ 13.91	$ 101,209.16	$ 5.01	$ 36,452.76	$ 10.00	$ 72,760.00	$ 28.00	$ 203,728.00	$ 5.00	$ 36,380.00	$ 4.00	$ 29,104.00	$ 4.46	$ 32,450.96	$ 10.56	$ 76,834.56	$ 10.00	$ 72,760.00	$ 7.75	$ 56,389.00	$ 8.50	$ 61,846.00	$ 9.00	$ 65,484.00	$ 13.00	$ 94,588.00	$ 12.00	$ 87,312.00		
304	HYDRATED LIME (42 LBS/SY)	153	TON	$ 332.00	$ 50,796.00	$ 382.50	$ 58,522.50	$ 420.00	$ 64,260.00	$ 524.18	$ 80,199.54	$ 460.00	$ 70,380.00	$ 475.00	$ 72,675.00	$ 342.60	$ 52,417.80	$ 341.37	$ 52,229.61	$ 352.00	$ 53,856.00	$ 300.00	$ 45,900.00	$ 336.00	$ 51,408.00	$ 425.00	$ 65,025.00	$ 375.00	$ 57,375.00	$ 400.00	$ 61,200.00		
305	7" REINFORCED CONCRETE PAVEMENT W/ CURB	5,145	SY	$ 85.66	$ 440,720.70	$ 80.00	$ 411,600.00	$ 100.00	$ 514,500.00	$ 111.90	$ 575,725.50	$ 90.00	$ 463,050.00	$ 100.00	$ 514,500.00	$ 72.04	$ 370,645.80	$ 94.21	$ 484,710.45	$ 94.00	$ 483,630.00	$ 78.00	$ 401,310.00	$ 120.00	$ 617,400.00	$ 88.00	$ 452,760.00	$ 99.00	$ 509,355.00	$ 70.00	$ 360,150.00		
306	7" REINFORCED CONCRETE PAVEMENT W/ CURB (ENHANCED) (STAMPED & STAINED)	729	SY	$ 123.97	$ 90,374.13	$ 180.00	$ 131,220.00	$ 125.00	$ 91,125.00	$ 291.04	$ 212,168.16	$ 225.00	$ 164,025.00	$ 200.00	$ 145,800.00	$ 189.06	$ 137,824.74	$ 148.31	$ 108,117.99	$ 181.50	$ 132,313.50	$ 109.50	$ 79,825.50	$ 165.00	$ 120,285.00	$ 150.00	$ 109,350.00	$ 185.00	$ 134,865.00	$ 230.00	$ 167,670.00		
307	HMAC TYPE "D" SURFACE COURSE (ASPHALT TRANSITION)	97	SY	$ 43.00	$ 4,171.00	$ 195.00	$ 18,915.00	$ 40.00	$ 3,880.00	$ 157.24	$ 15,252.28	$ 65.00	$ 6,305.00	$ 36.00	$ 3,492.00	$ 56.24	$ 5,455.28	$ 37.87	$ 3,673.39	$ 84.73	$ 8,218.81	$ 25.90	$ 2,512.30	$ 87.00	$ 8,439.00	$ 23.00	$ 2,231.00	$ 53.00	$ 5,141.00	$ 57.00	$ 5,529.00		
308	HMAC TYPE "B" BASE COURSE (ASPHALT TRANSITION)	97	SY	$ 50.00	$ 4,850.00	$ 95.00	$ 9,215.00	$ 55.00	$ 5,335.00	$ 174.13	$ 16,890.61	$ 80.00	$ 7,760.00	$ 65.00	$ 6,305.00	$ 223.83	$ 21,711.51	$ 95.37	$ 9,250.89	$ 166.78	$ 16,177.66	$ 40.20	$ 3,899.40	$ 171.00	$ 16,587.00	$ 46.00	$ 4,462.00	$ 213.00	$ 20,661.00	$ 227.00	$ 22,019.00		
309	HMAC TYPE "D" SURFACE COURSE (ASPHALT PAVEMENT)	416	SY	$ 35.00	$ 14,560.00	$ 50.00	$ 20,800.00	$ 30.00	$ 12,480.00	$ 182.68	$ 75,994.88	$ 65.00	$ 27,040.00	$ 35.00	$ 14,560.00	$ 28.49	$ 11,851.84	$ 21.35	$ 8,881.60	$ 32.44	$ 13,495.04	$ 57.00	$ 23,712.00	$ 33.00	$ 13,728.00	$ 23.00	$ 9,568.00	$ 27.00	$ 11,232.00	$ 29.00	$ 12,064.00		
310	HMAC TYPE "B" BASE COURSE (ASPHALT PAVEMENT)	416	SY	$ 50.00	$ 20,800.00	$ 60.00	$ 24,960.00	$ 60.00	$ 24,960.00	$ 182.68	$ 75,994.88	$ 80.00	$ 33,280.00	$ 65.00	$ 27,040.00	$ 65.72	$ 27,339.52	$ 38.18	$ 15,882.88	$ 63.00	$ 26,208.00	$ 41.00	$ 17,056.00	$ 64.00	$ 26,624.00	$ 46.00	$ 19,136.00	$ 62.00	$ 25,792.00	$ 67.00	$ 27,872.00		
311	CAST-IN-PLACE CONCRETE RETAINING WALL	400	LF	$ 275.00	$ 110,000.00	$ 649.70	$ 259,880.00	$ 350.00	$ 140,000.00	$ 210.03	$ 84,012.00	$ 650.00	$ 260,000.00	$ 305.00	$ 122,000.00	$ 466.26	$ 186,504.00	$ 579.47	$ 231,788.00	$ 516.22	$ 206,488.00	$ 409.00	$ 163,600.00	$ 645.00	$ 258,000.00	$ 350.00	$ 140,000.00	$ 235.00	$ 94,000.00	$ 390.00	$ 156,000.00		
312	DRIVEWAY (CONCRETE) (6" THICK)	586	SY	$ 76.08	$ 44,582.88	$ 105.00	$ 61,530.00	$ 120.00	$ 70,320.00	$ 111.35	$ 65,251.10	$ 105.00	$ 61,530.00	$ 115.00	$ 67,390.00	$ 99.82	$ 58,494.52	$ 91.35	$ 53,531.10	$ 102.80	$ 60,240.80	$ 76.00	$ 44,536.00	$ 155.00	$ 90,830.00	$ 120.00	$ 70,320.00	$ 84.00	$ 49,224.00	$ 90.00	$ 52,740.00		
313	4" CONCRETE SIDEWALK (BROOM FINISH)	4,509	SY	$ 65.34	$ 294,618.06	$ 80.00	$ 360,720.00	$ 70.00	$ 315,630.00	$ 65.93	$ 297,278.37	$ 105.00	$ 473,445.00	$ 86.00	$ 387,774.00	$ 55.36	$ 249,618.24	$ 65.24	$ 294,167.16	$ 86.21	$ 388,720.89	$ 58.30	$ 262,874.70	$ 85.00	$ 383,265.00	$ 80.00	$ 360,720.00	$ 64.00	$ 288,576.00	$ 74.00	$ 333,666.00		
314	CONCRETE SIDEWALK PAVERS (INC. CONCRETE BASE)	278	SY	$ 245.00	$ 68,110.00	$ 258.52	$ 71,868.56	$ 280.00	$ 77,840.00	$ 298.59	$ 83,008.02	$ 400.00	$ 111,200.00	$ 240.00	$ 66,720.00	$ 207.70	$ 57,740.60	$ 108.88	$ 30,268.64	$ 302.95	$ 84,220.10	$ 207.00	$ 57,546.00	$ 223.00	$ 61,994.00	$ 175.00	$ 48,650.00	$ 175.00	$ 48,650.00	$ 266.00	$ 73,948.00		
315	CURB RAMP (TY I)	2	EA	$ 3,200.00	$ 6,400.00	$ 1,850.00	$ 3,700.00	$ 2,000.00	$ 4,000.00	$ 4,462.58	$ 8,925.16	$ 5,500.00	$ 11,000.00	$ 1,700.00	$ 3,400.00	$ 1,782.76	$ 3,565.52	$ 2,298.81	$ 4,597.62	$ 2,537.07	$ 5,074.14	$ 1,115.00	$ 2,230.00	$ 1,500.00	$ 3,000.00	$ 3,500.00	$ 7,000.00	$ 2,700.00	$ 5,400.00	$ 2,035.00	$ 4,070.00		
316	CURB RAMP (TY V)	3	EA	$ 3,300.00	$ 9,900.00	$ 1,950.00	$ 5,850.00	$ 2,700.00	$ 8,100.00	$ 4,926.89	$ 14,780.67	$ 5,600.00	$ 16,800.00	$ 2,800.00	$ 8,400.00	$ 1,860.06	$ 5,580.18	$ 2,528.69	$ 7,586.07	$ 3,491.60	$ 10,474.80	$ 2,165.00	$ 6,495.00	$ 2,800.00	$ 8,400.00	$ 3,500.00	$ 10,500.00	$ 2,700.00	$ 8,100.00	$ 2,925.00	$ 8,775.00		
317	CURB RAMP (TY VII)	8	EA	$ 3,400.00	$ 27,200.00	$ 2,000.00	$ 16,000.00	$ 2,400.00	$ 19,200.00	$ 4,669.45	$ 37,355.60	$ 6,000.00	$ 48,000.00	$ 2,100.00	$ 16,800.00	$ 1,843.84	$ 14,750.72	$ 2,298.81	$ 18,390.48	$ 1,866.70	$ 14,933.60	$ 1,991.00	$ 15,928.00	$ 2,500.00	$ 20,000.00	$ 5,000.00	$ 40,000.00	$ 2,700.00	$ 21,600.00	$ 1,410.00	$ 11,280.00		
318	6" CONCRETE CURB & GUTTER	181	LF	$ 57.00	$ 10,317.00	$ 35.00	$ 6,335.00	$ 70.00	$ 12,670.00	$ 106.20	$ 19,222.20	$ 50.00	$ 9,050.00	$ 70.00	$ 12,670.00	$ 38.62	$ 6,990.22	$ 27.51	$ 4,979.31	$ 39.76	$ 7,196.56	$ 25.80	$ 4,669.80	$ 121.00	$ 21,901.00	$ 100.00	$ 18,100.00	$ 150.00	$ 27,150.00	$ 34.00	$ 6,154.00		
319	ADJUST WATER VALVE	10	EA	$ 200.00	$ 2,000.00	$ 400.00	$ 4,000.00	$ 700.00	$ 7,000.00	$ 970.12	$ 9,701.20	$ 290.00	$ 2,900.00	$ 210.00	$ 2,100.00	$ 703.55	$ 7,035.50	$ 98.05	$ 980.50	$ 465.00	$ 4,650.00	$ 1,191.00	$ 11,910.00	$ 750.00	$ 7,500.00	$ 500.00	$ 5,000.00	$ 325.00	$ 3,250.00	$ 74.00	$ 740.00		
320	ADJUST MANHOLE TO GRADE	4	EA	$ 850.00	$ 3,400.00	$ 1,000.00	$ 4,000.00	$ 3,000.00	$ 12,000.00	$ 3,980.59	$ 15,922.36	$ 640.00	$ 2,560.00	$ 350.00	$ 1,400.00	$ 2,522.26	$ 10,089.04	$ 155.52	$ 622.08	$ 1,050.00	$ 4,200.00	$ 1,162.00	$ 4,648.00	$ 2,500.00	$ 10,000.00	$ 1,500.00	$ 6,000.00	$ 3,250.00	$ 13,000.00	$ 743.00	$ 2,972.00		
321	ADJUST TRAFFIC GROUND BOX	2	EA	$ 1,350.00	$ 2,700.00	$ 2,387.97	$ 4,775.94	$ 340.00	$ 680.00	$ 5,790.12	$ 11,580.24	$ 1,700.00	$ 3,400.00	$ 850.00	$ 1,700.00	$ 742.30	$ 1,484.60	$ 574.71	$ 1,149.42	$ 525.12	$ 1,050.24	$ 1,460.00	$ 2,920.00	$ 2,400.00	$ 4,800.00	$ 1,000.00	$ 2,000.00	$ 1,500.00	$ 3,000.00	$ 320.00	$ 640.00		
322	CONCRETE STREET HEADER	69	LF	$ 75.00	$ 5,175.00	$ 20.00	$ 1,380.00	$ 38.00	$ 2,622.00	$ 157.87	$ 10,893.03	$ 17.00	$ 1,173.00	$ 16.00	$ 1,104.00	$ 15.01	$ 1,035.69	$ 18.87	$ 1,302.03	$ 21.83	$ 1,506.27	$ 48.00	$ 3,312.00	$ 35.00	$ 2,415.00	$ 20.00	$ 1,380.00	$ 48.00	$ 3,312.00	$ 13.00	$ 897.00		
323	SIDEWALK SPANNING FLUME	2	EA	$ 7,500.00	$ 15,000.00	$ 1,392.60	$ 2,785.20	$ 2,500.00	$ 5,000.00	$ 7,715.41	$ 15,430.82	$ 6,500.00	$ 13,000.00	$ 6,400.00	$ 12,800.00	$ 4,416.94	$ 8,833.88	$ 1,792.74	$ 3,585.48	$ 7,895.83	$ 15,791.66	$ 2,920.00	$ 5,840.00	$ 5,200.00	$ 10,400.00	$ 4,000.00	$ 8,000.00	$ 1,200.00	$ 2,400.00	$ 1,431.00	$ 2,862.00		
324	PERMANENT ASPHALT REPAIR PER FIG 15P-1 DETAIL	37	SY	$ 210.00	$ 7,770.00	$ 165.00	$ 6,105.00	$ 95.00	$ 3,515.00	$ 238.00	$ 8,806.00	$ 90.00	$ 3,330.00	$ 90.00	$ 3,330.00	$ 273.55	$ 10,121.35	$ 236.22	$ 8,740.14	$ 65.00	$ 2,405.00	$ 125.40	$ 4,639.80	$ 100.00	$ 3,700.00	$ 95.00	$ 3,515.00	$ 260.00	$ 9,620.00	$ 302.00	$ 11,174.00		
325	TREE PROTECTION W/ 6' CHAIN LINK FENCE	50	LF	$ 85.00	$ 4,250.00	$ 44.00	$ 2,200.00	$ 22.00	$ 1,100.00	$ 291.79	$ 14,589.50	$ 13.00	$ 650.00	$ 40.00	$ 2,000.00	$ 21.13	$ 1,056.50	$ 9.20	$ 460.00	$ 34.83	$ 1,741.50	$ 49.50	$ 2,475.00	$ 35.00	$ 1,750.00	$ 15.00	$ 750.00	$ 30.00	$ 1,500.00	$ 10.00	$ 500.00		
326	TRUNCATED DOMES	250	SF	$ 50.00	$ 12,500.00	$ 30.00	$ 7,500.00	$ 30.00	$ 7,500.00	$ 40.49	$ 10,122.50	$ 45.00	$ 11,250.00	$ 95.00	$ 23,750.00	$ 123.21	$ 30,802.50	$ 54.54	$ 13,635.00	$ 12.87	$ 3,217.50	$ 17.80	$ 4,450.00	$ -	$ -	$ 50.00	$ 12,500.00	$ 10.50	$ 2,625.00	$ 12.00	$ 3,000.00		
327	SIDEWALK CURB	688	LF	$ 10.00	$ 6,880.00	$ 16.00	$ 11,008.00	$ 6.00	$ 4,128.00	$ 16.24	$ 11,173.12	$ 15.00	$ 10,320.00	$ 10.00	$ 6,880.

| | | |

Westwood

July 24, 2026

Mr. Nathan Frohman, PE, CFM
City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180

RE: Recommendation of Award to Quality Excavation LLC.
Main Street (Smithfield Road to Davis Boulevard)
Project RFB 26-017; City Project No. ST1102

On Thursday, July 07, 2026, the City of North Richland Hills publicly opened six (14) bids for the above referenced project. Westwood Professional Services has prepared a tabulation of the bids (see attached tabulation) and the results are summarized below:

	Company Name	Total Bid	Total Bid + Alternatives
1	Quality Excavation LLC	$3,987,557.39	$4,030,707.39
2	McMahon Contracting, L.P.	$4,025,544.89	$4,060,887.69
3	DDM Construction Corporation	$4,126,706.00	$4,156,266.00
4	Axis Contracting Inc	$4,278,369.64	$4,324,503.72
5	AD Paving LLC	$4,315,431.65	$4,329,701.65
6	McClendon Construction Co	$4,346,442.40	$4,374,322.40
7	Tiseo Paving Company	$4,355,476.50	$4,393,496.50
8	SYB Construction Company Inc	$4,359,588.63	$4,414,108.63
9	Rebcon Inc	$4,466,353.00	$4,499,253.00
10	XIT Paving Construction Inc	$4,730,730.50	$4,750,590.50
11	Jackson Construction	$4,860,308.00	$4,883,778.00
12	Pavecon Public Works	$4,942,939.93	$4,969,727.41
13	Ragle Inc	$5,505,128.09	$5,531,070.33
14	J L Construction LLC	$5,861,154.91	$5,877,080.03

Quality Excavation LLC was the lowest bidder with a bid of $3,987,557.39. Based on previous projects successfully completed by Quality Excavation LLC and references listed, we find them to be an acceptable contractor for completion of this project. We recommend that the city award the referenced project to Quality Excavation LLC, Inc. in the amount of $3,987,557.39

Please contact me should you have any questions or need additional information.

Sincerely,

Paul Hodges, PE
Project Manger

Main Street (Smithfield Road to Davis Boulevard)
Project RFB 26-017
City Project No. ST1102
Westwood Professional Services

				DDM Construction		McMahon Contracting LP		Quality Excavation LLC	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
STREET IMPROVEMENTS									
100	MOBILIZATION	LS	1	$ 200,000.00	$ 200,000.00	$ 341,149.66	$ 341,149.66	$ 400,000.00	$ 400,000.00
101	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	12	$ 3,000.00	$ 36,000.00	$ 3,652.53	$ 43,830.36	$ 2,450.00	$ 29,400.00
102	PROJECT SIGN	EA	2	$ 1,000.00	$ 2,000.00	$ 525.40	$ 1,050.80	$ 458.61	$ 917.22
200	GENERAL SITE PREPARATION	LS	1	$ 95,000.00	$ 95,000.00	$ 11,334.36	$ 11,334.36	$ 31,403.00	$ 31,403.00
201	REMOVE ASPHALT & BASE (12")	SY	6,675	$ 6.00	$ 40,050.00	$ 9.14	$ 61,009.50	$ 13.98	$ 93,316.50
202	REMOVE CONCRETE PAVEMENT	SY	836	$ 14.00	$ 11,704.00	$ 12.92	$ 10,801.12	$ 10.75	$ 8,987.00
203	REMOVE CONCRETE CURB & GUTTER	LF	2,499	$ 5.00	$ 12,495.00	$ 3.51	$ 8,771.49	$ 4.00	$ 9,996.00
204	REMOVE CONCRETE SIDEWALK AND RAMPS	SY	253	$ 13.00	$ 3,289.00	$ 18.50	$ 4,680.50	$ 12.00	$ 3,036.00
205	REMOVE INLET	EA	2	$ 1,000.00	$ 2,000.00	$ 687.74	$ 1,375.48	$ 615.00	$ 1,230.00
206	REMOVE TREE	EA	39	$ 750.00	$ 29,250.00	$ 662.93	$ 25,854.27	$ 711.00	$ 27,729.00
207	REMOVE & RELOCATE MAILBOX	EA	7	$ 530.00	$ 3,710.00	$ 48.14	$ 336.98	$ 39.00	$ 273.00
208	REMOVE SIGN POST	EA	16	$ 160.00	$ 2,560.00	$ 120.34	$ 1,925.44	$ 220.00	$ 3,520.00
209	REMOVAL MASONRY SIGN	EA	2	$ 600.00	$ 1,200.00	$ 2,054.88	$ 4,109.76	$ 112.00	$ 224.00
210	REMOVE & SALVAGE PAVERS	SY	25	$ 23.00	$ 575.00	$ 36.57	$ 914.25	$ 23.00	$ 575.00
211	REMOVE SIGN & SALVAGE	EA	4	$ 200.00	$ 800.00	$ 165.59	$ 662.36	$ 563.00	$ 2,252.00
212	REMOVE CONCRETE WHEEL STOP	EA	7	$ 45.00	$ 315.00	$ 65.56	$ 458.92	$ 80.00	$ 560.00
213	REMOVE BOLLARDS	EA	2	$ 160.00	$ 320.00	$ 200.70	$ 401.40	$ 100.00	$ 200.00
214	REMOVE & RELOCATE SOLAR POWERED FLASHING BEACON	EA	1	$ 6,000.00	$ 6,000.00	$ 3,267.97	$ 3,267.97	$ 6,743.00	$ 6,743.00
215	REMOVE RCP	LF	82	$ 25.00	$ 2,050.00	$ 31.27	$ 2,564.14	$ 22.50	$ 1,845.00
216	REMOVE MISC STEEL STRUCTURE	EA	1	$ 160.00	$ 160.00	$ 1,828.57	$ 1,828.57	$ 193.00	$ 193.00
217	REMOVE FENCE	LF	997	$ 4.00	$ 3,988.00	$ 2.28	$ 2,273.16	$ 3.10	$ 3,090.70
218	REMOVE HEADWALL	EA	1	$ 600.00	$ 600.00	$ 1,218.87	$ 1,218.87	$ 970.00	$ 970.00
219	REMOVE CONCRETE RIPRAP	SY	10	$ 18.00	$ 180.00	$ 48.09	$ 480.90	$ 60.00	$ 600.00
300	EXCAVATION (ROADWAY)	CY	1,743	$ 46.00	$ 80,178.00	$ 30.11	$ 52,481.73	$ 18.00	$ 31,374.00
301	EXCAVATION (CHANNEL)	CY	35	$ 80.00	$ 2,800.00	$ 14.17	$ 495.95	$ 27.00	$ 945.00
302	EMBANKMENT	CY	774	$ 8.00	$ 6,192.00	$ 15.38	$ 11,904.12	$ 11.25	$ 8,707.50
303	8" LIME STABILIZED SUBGRADE	SY	7,276	$ 10.00	$ 72,760.00	$ 4.46	$ 32,450.96	$ 10.00	$ 72,760.00
304	HYDRATED LIME (42 LBS/SY)	TON	153	$ 420.00	$ 64,260.00	$ 342.60	$ 52,417.80	$ 352.00	$ 53,856.00
305	7" REINFORCED CONCRETE PAVEMENT W/ CURB	SY	5,145	$ 100.00	$ 514,500.00	$ 72.04	$ 370,645.80	$ 94.00	$ 483,630.00
306	7" REINFORCED CONCRETE PAVEMENT W/ CURB (ENHANCED) (STAMPED & STAINED)	SY	729	$ 125.00	$ 91,125.00	$ 189.06	$ 137,824.74	$ 181.50	$ 132,313.50
307	HMAC TYPE "D" SURFACE COURSE (ASPHALT TRANSITION)	SY	97	$ 40.00	$ 3,880.00	$ 56.24	$ 5,455.28	$ 84.73	$ 8,218.81
308	HMAC TYPE "B" BASE COURSE (ASPHALT TRANSITION)	SY	97	$ 55.00	$ 5,335.00	$ 223.83	$ 21,711.51	$ 166.78	$ 16,177.66
309	HMAC TYPE "D" SURFACE COURSE (ASPHALT PAVEMENT)	SY	416	$ 30.00	$ 12,480.00	$ 28.49	$ 11,851.84	$ 32.44	$ 13,495.04
310	HMAC TYPE "B" BASE COURSE (ASPHALT PAVEMENT)	SY	416	$ 60.00	$ 24,960.00	$ 65.72	$ 27,339.52	$ 63.00	$ 26,208.00
311	CAST-IN-PLACE CONCRETE RETAINING WALL (FORMLINED WITH INTEGRAL COLOR)	LF	400	$ 350.00	$ 140,000.00	$ 466.26	$ 186,504.00	$ 516.22	$ 206,488.00
312	DRIVEWAY (CONCRETE) (6" THICK)	SY	586	$ 120.00	$ 70,320.00	$ 99.82	$ 58,494.52	$ 102.80	$ 60,240.80

Main Street (Smithfield Road to Davis Boulevard)
Project RFB 26-017
City Project No. ST1102
Westwood Professional Services

				DDM Construction		McMahon Contracting LP		Quality Excavation LLC	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
313	4" CONCRETE SIDEWALK (BROOM FINISH)	SY	4,509	$ 70.00	$ 315,630.00	$ 55.36	$ 249,618.24	$ 86.21	$ 388,720.89
314	CONCRETE SIDEWALK PAVERS (INC. CONCRETE BASE)	SY	278	$ 280.00	$ 77,840.00	$ 207.70	$ 57,740.60	$ 302.95	$ 84,220.10
315	CURB RAMP (TY I)	EA	2	$ 2,000.00	$ 4,000.00	$ 1,782.76	$ 3,565.52	$ 2,537.07	$ 5,074.14
316	CURB RAMP (TY V)	EA	3	$ 2,700.00	$ 8,100.00	$ 1,860.06	$ 5,580.18	$ 3,491.60	$ 10,474.80
317	CURB RAMP (TY VII)	EA	8	$ 2,400.00	$ 19,200.00	$ 1,843.84	$ 14,750.72	$ 1,866.70	$ 14,933.60
318	6" CONCRETE CURB & GUTTER	LF	181	$ 70.00	$ 12,670.00	$ 38.62	$ 6,990.22	$ 39.76	$ 7,196.56
319	ADJUST WATER VALVE	EA	10	$ 700.00	$ 7,000.00	$ 703.55	$ 7,035.50	$ 465.00	$ 4,650.00
320	ADJUST MANHOLE TO GRADE	EA	4	$ 3,000.00	$ 12,000.00	$ 2,522.26	$ 10,089.04	$ 1,050.00	$ 4,200.00
321	ADJUST TRAFFIC GROUND BOX	EA	2	$ 340.00	$ 680.00	$ 742.30	$ 1,484.60	$ 525.12	$ 1,050.24
322	CONCRETE STREET HEADER	LF	69	$ 38.00	$ 2,622.00	$ 15.01	$ 1,035.69	$ 21.83	$ 1,506.27
323	SIDEWALK SPANNING FLUME	EA	2	$ 2,500.00	$ 5,000.00	$ 4,416.94	$ 8,833.88	$ 7,895.83	$ 15,791.66
324	PERMANENT ASPHALT TRENCH REPAIR	SY	37	$ 95.00	$ 3,515.00	$ 273.55	$ 10,121.35	$ 65.00	$ 2,405.00
325	TREE PROTECTION W/ 6' CHAIN LINK FENCE	LF	50	$ 22.00	$ 1,100.00	$ 21.13	$ 1,056.50	$ 34.83	$ 1,741.50
326	TRUNCATED DOMES	SF	250	$ 30.00	$ 7,500.00	$ 123.21	$ 30,802.50	$ 12.87	$ 3,217.50
327	SIDEWALK CURB	LF	688	$ 6.00	$ 4,128.00	$ 8.59	$ 5,909.92	$ 17.82	$ 12,260.16
328	REMOVE & RELOCATE CHAIN LINK FENCE IN PLACE	LF	24	$ 60.00	$ 1,440.00	$ 59.38	$ 1,425.12	$ 53.63	$ 1,287.12
400	18" RCP CLASS III	LF	151	$ 105.00	$ 15,855.00	$ 113.06	$ 17,072.06	$ 74.00	$ 11,174.00
401	24" RCP CLASS III	LF	350	$ 125.00	$ 43,750.00	$ 140.13	$ 49,045.50	$ 91.00	$ 31,850.00
402	30" RCP CLASS III	LF	297	$ 150.00	$ 44,550.00	$ 185.13	$ 54,983.61	$ 110.00	$ 32,670.00
403	36" RCP CLASS III	LF	36	$ 270.00	$ 9,720.00	$ 207.36	$ 7,464.96	$ 165.00	$ 5,940.00
404	5' STANDARD CURB INLET	EA	4	$ 4,500.00	$ 18,000.00	$ 5,951.31	$ 23,805.24	$ 5,000.00	$ 20,000.00
405	10' STANDARD CURB INLET	EA	5	$ 6,000.00	$ 30,000.00	$ 9,639.70	$ 48,198.50	$ 6,300.00	$ 31,500.00
406	TRENCH EXCAVATION PROTECTION	LF	834	$ 2.00	$ 1,668.00	$ 1.36	$ 1,134.24	$ 2.42	$ 2,018.28
407	TXDOT CH-FW-0 (2:1)	EA	1	$ 7,500.00	$ 7,500.00	$ 6,344.19	$ 6,344.19	$ 6,100.00	$ 6,100.00
408	4'x4' JUNCTION BOX	EA	1	$ 6,000.00	$ 6,000.00	$ 6,205.97	$ 6,205.97	$ 5,123.00	$ 5,123.00
409	6'x6' JUNCTION BOX	EA	1	$ 8,500.00	$ 8,500.00	$ 8,685.28	$ 8,685.28	$ 7,390.00	$ 7,390.00
410	CONCRETE FLUME	SY	64	$ 130.00	$ 8,320.00	$ 493.76	$ 31,600.64	$ 208.00	$ 13,312.00
411	STONE RIPRAP (12") (24" THICK) (GROUTED) (W/ FILTER FABRIC)	SY	71	$ 275.00	$ 19,525.00	$ 170.26	$ 12,088.46	$ 145.00	$ 10,295.00
500	INSTALL SMALL SIGN AND NEW POST ASSEMBLY	EA	13	$ 700.00	$ 9,100.00	$ 599.55	$ 7,794.15	$ 530.91	$ 6,901.83
501	REFLECTIVE PAVEMENT MARKER TYPE Y	EA	662	$ 4.50	$ 2,979.00	$ 4.80	$ 3,177.60	$ 6.97	$ 4,614.14
502	REFLECTIVE PAVEMENT MARKER TYPE II-A-A	EA	170	$ 4.50	$ 765.00	$ 8.28	$ 1,407.60	$ 6.97	$ 1,184.90
503	REFLECTIVE PAVEMENT MARKING (W) 6" (SOLID)	LF	315	$ 1.50	$ 472.50	$ 2.28	$ 718.20	$ 2.41	$ 759.15
504	REFLECTIVE PAVEMENT MARKING (W) 12" (SOLID)	LF	609	$ 6.00	$ 3,654.00	$ 8.57	$ 5,219.13	$ 9.12	$ 5,554.08
505	REFLECTIVE PAVEMENT MARKING (W) (ARROW)	EA	4	$ 220.00	$ 880.00	$ 199.85	$ 799.40	$ 305.68	$ 1,222.72
506	REFLECTIVE PAVEMENT MARKING (W) (WORD)	EA	3	$ 230.00	$ 690.00	$ 256.95	$ 770.85	$ 348.58	$ 1,045.74
507	REFLECTIVE PAVEMENT MARKING (W) 24" (SOLID)	LF	75	$ 9.00	$ 675.00	$ 17.13	$ 1,284.75	$ 17.70	$ 1,327.50
700	4" TOPSOIL	SY	4,084	$ 7.00	$ 28,588.00	$ 8.64	$ 35,285.76	$ 9.55	$ 39,002.20
701	SODDING (BERMUDA)	SY	4,084	$ 9.00	$ 36,756.00	$ 8.26	$ 33,733.84	$ 7.14	$ 29,159.76
702	SILT FENCE (INSTALL/MAINTAIN/REMOVE)	LF	5,068	$ 3.50	$ 17,738.00	$ 3.65	$ 18,498.20	$ 3.50	$ 17,738.00
703	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	EA	15	$ 160.00	$ 2,400.00	$ 137.04	$ 2,055.60	$ 161.03	$ 2,415.45
704	SWPPP PLAN AND EROSION CONTROL ITEMS	LS	1	$ 10,000.00	$ 10,000.00	$ 1,370.40	$ 1,370.40	$ 7,030.05	$ 7,030.05
			Sub - Total		**$ 2,353,546.50**		**$ 2,294,661.74**		**$ 2,595,532.07**

Main Street (Smithfield Road to Davis Boulevard)
Project RFB 26-017
City Project No. ST1102
Westwood Professional Services

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	DDM Construction UNIT PRICE	DDM Construction TOTAL AMOUNT	McMahon Contracting LP UNIT PRICE	McMahon Contracting LP TOTAL AMOUNT	Quality Excavation LLC UNIT PRICE	Quality Excavation LLC TOTAL AMOUNT
WATER IMPROVEMENTS									
600	ABANDON WATER LINE	LF	1,043	$ 6.00	$ 6,258.00	$ 9.63	$ 10,044.09	$ 9.25	$ 9,647.75
601	REMOVE WATER LINE	LF	341	$ 17.00	$ 5,797.00	$ 62.32	$ 21,251.12	$ 20.00	$ 6,820.00
602	REMOVE GATE VALVE (SALVAGE)	EA	1	$ 730.00	$ 730.00	$ 1,214.56	$ 1,214.56	$ 412.00	$ 412.00
603	8" AWWA C900 PVC DR18 WATER PIPE (OPEN CUT)	LF	1,850	$ 93.00	$ 172,050.00	$ 107.88	$ 199,578.00	$ 56.00	$ 103,600.00
604	8" RESILIENT SEATED GATE VALVE W/ BOX	EA	13	$ 3,200.00	$ 41,600.00	$ 2,812.82	$ 36,566.66	$ 2,700.00	$ 35,100.00
605	FIRE HYDRANT ASSEMBLY (INSTALL)	EA	5	$ 9,200.00	$ 46,000.00	$ 6,901.39	$ 34,506.95	$ 8,100.00	$ 40,500.00
606	INSTALL 1" WATER METER & SERVICE CONNECTION	EA	15	$ 2,200.00	$ 33,000.00	$ 4,084.64	$ 61,269.60	$ 1,950.00	$ 29,250.00
607	CONNECT TO EXISTING WATERLINE	EA	4	$ 2,500.00	$ 10,000.00	$ 2,598.29	$ 10,393.16	$ 2,200.00	$ 8,800.00
608	REMOVE/ABANDON EX 6" SANITARY SEWER	LF	355	$ 12.00	$ 4,260.00	$ 40.45	$ 14,359.75	$ 9.25	$ 3,283.75
609	8" SANI SEWER PVC SDR 35 (TRENCH)	LF	580	$ 70.00	$ 40,600.00	$ 139.76	$ 81,060.80	$ 52.00	$ 30,160.00
610	MANHOLE (4' DIAMETER)	EA	2	$ 5,100.00	$ 10,200.00	$ 11,952.45	$ 23,904.90	$ 4,700.00	$ 9,400.00
611	CONNECT TO EXISTING MH	EA	2	$ 1,000.00	$ 2,000.00	$ 3,016.91	$ 6,033.82	$ 1,650.00	$ 3,300.00
612	INSTALL SEWER SERVICE	EA	5	$ 2,500.00	$ 12,500.00	$ 2,761.22	$ 13,806.10	$ 1,350.00	$ 6,750.00
613	CLSM ENCASEMENT	LF	110	$ 25.00	$ 2,750.00	$ 157.55	$ 17,330.50	$ 62.00	$ 6,820.00
614	TEMPORARY ASPHALT TRENCH REPAIR	LF	2,430	$ 25.00	$ 60,750.00	$ 52.50	$ 127,575.00	$ 13.00	$ 31,590.00
615	TRENCH EXCAVATION PROTECTION	LF	2,430	$ 1.00	$ 2,430.00	$ 1.36	$ 3,304.80	$ 1.81	$ 4,398.30
616	INSTALL 2" WATER METER & SERVICE CONNECTION	EA	1	$ 3,500.00	$ 3,500.00	$ 7,253.67	$ 7,253.67	$ 7,100.00	$ 7,100.00
			Sub - Total		**$ 454,425.00**		**$ 669,453.48**		**$ 336,931.80**
LANDSCAPE IMPROVEMENTS									
800	BENCH	EA	14	$ 2,400.00	$ 33,600.00	$ 2,555.50	$ 35,777.00	$ 2,348.88	$ 32,884.32
801	TRASH RECEPTACLE	EA	6	$ 2,500.00	$ 15,000.00	$ 2,322.34	$ 13,934.04	$ 2,413.23	$ 14,479.38
802	TREE GRATE	EA	23	$ 5,000.00	$ 115,000.00	$ 5,395.37	$ 124,093.51	$ 5,502.17	$ 126,549.91
803	BOLLARD	EA	20	$ 4,000.00	$ 80,000.00	$ 3,333.88	$ 66,677.60	$ 4,027.42	$ 80,548.40
804	DECOMPOSED GRANITE	SY	121	$ 30.00	$ 3,630.00	$ 52.69	$ 6,375.49	$ 44.62	$ 5,399.02
805	STEEL EDGING	LF	641	$ 7.00	$ 4,487.00	$ 18.00	$ 11,538.00	$ 8.58	$ 5,499.78
806	CLUSTER MAILBOX	EA	0	$ -	$ -	$ -	$ -	$ -	$ -
807	4" DUAL WALL PERFERATED PIPE FOR TREE GRATES	LF	115	$ 56.00	$ 6,440.00	$ 40.97	$ 4,711.55	$ 43.97	$ 5,056.55
808	4" DUAL WALL SOLID PIPE FOR TREE GRATES	LF	1,103	$ 11.00	$ 12,133.00	$ 21.23	$ 23,416.69	$ 31.10	$ 34,303.30
900	LARGE CANOPY TREE (3" CALIPER)	EA	36	$ 1,050.00	$ 37,800.00	$ 988.88	$ 35,599.68	$ 1,483.33	$ 53,399.88
901	ORNAMENTAL TREE (45 GALLON)	EA	3	$ 575.00	$ 1,725.00	$ 520.89	$ 1,562.67	$ 477.29	$ 1,431.87
902	5 GALLON SHRUB	EA	666	$ 30.00	$ 19,980.00	$ 46.41	$ 30,909.06	$ 36.47	$ 24,289.02
903	3 GALLON SHRUB	EA	123	$ 28.00	$ 3,444.00	$ 48.69	$ 5,988.87	$ 32.18	$ 3,958.14
904	SOD	SF	666	$ 0.50	$ 333.00	$ 0.88	$ 586.08	$ 0.68	$ 452.88
905	BED PREP	SF	3,960	$ 0.50	$ 1,980.00	$ 4.01	$ 15,879.60	$ 1.72	$ 6,811.20
1000	METER, BACKFLOW & FLOW SENSOR	LS	1	$ 2,750.00	$ 2,750.00	$ 9,265.81	$ 9,265.81	$ 6,746.33	$ 6,746.33
1001	CONTROLLER	LS	1	$ 4,700.00	$ 4,700.00	$ 13,708.19	$ 13,708.19	$ 11,583.52	$ 11,583.52
1002	MAIN LINE	LF	1,340	$ 5.00	$ 6,700.00	$ 15.31	$ 20,515.40	$ 2.79	$ 3,738.60
1003	SLEEVE PRICING	LF	3,730	$ 10.00	$ 37,300.00	$ 14.73	$ 54,942.90	$ 11.80	$ 44,014.00
1004	SPRAY IRRIGATION	SF	665	$ 3.00	$ 1,995.00	$ 15.69	$ 10,433.85	$ 2.36	$ 1,569.40
1005	BUBBLERS	EA	46	$ 165.00	$ 7,590.00	$ 71.08	$ 3,269.68	$ 154.45	$ 7,104.70
1006	DRIP IRRIGATION	SF	2,260	$ 3.50	$ 7,910.00	$ 15.45	$ 34,917.00	$ 4.18	$ 9,446.80
			Sub - Total		**$ 404,497.00**		**$ 524,102.67**		**$ 479,267.00**

Main Street (Smithfield Road to Davis Boulevard)
Project RFB 26-017
City Project No. ST1102
Westwood Professional Services

				DDM Construction		McMahon Contracting LP		Quality Excavation LLC	
ITEM NO.	**ITEM DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**
ILLUMINATION IMPROVEMENTS									
1100	DEMOLITION OF EXISTING STREET LIGHT	EA	4	$ 2,350.00	$ 9,400.00	$ 1,107.74	$ 4,430.96	$ 2,735.00	$ 10,940.00
1101	200A SERVICE PEDESTAL	EA	4	$ 16,000.00	$ 64,000.00	$ 10,780.48	$ 43,121.92	$ 8,751.99	$ 35,007.96
1102	GROUND BOXES (TRAFFIC RATED) W/ APRON	EA	61	$ 1,600.00	$ 97,600.00	$ 1,562.20	$ 95,294.20	$ 1,088.53	$ 66,400.33
1103	IN-GRADE RECEPTACLE BOX	EA	45	$ 2,900.00	$ 130,500.00	$ 1,929.98	$ 86,849.10	$ 2,855.34	$ 128,490.30
1104	GFCI PEDESTAL	EA	8	$ 3,200.00	$ 25,600.00	$ 2,215.48	$ 17,723.84	$ 2,461.50	$ 19,692.00
1105	72" X 24" STREET LIGHT FOUNDATION	EA	62	$ 3,200.00	$ 198,400.00	$ 1,488.38	$ 92,279.56	$ 1,290.92	$ 80,037.04
1106	3" SCH. 80 PVC - TRENCH	LF	3,515	$ 32.00	$ 112,480.00	$ 12.95	$ 45,519.25	$ 14.10	$ 49,561.50
1107	2" SCH. 80 PVC - TRENCH	LF	3,375	$ 28.00	$ 94,500.00	$ 7.18	$ 24,232.50	$ 11.43	$ 38,576.25
1108	1-1/4" SCH. 80 PVC - TRENCH	LF	1,350	$ 28.00	$ 37,800.00	$ 5.90	$ 7,965.00	$ 9.85	$ 13,297.50
1109	2" RIGID RISER	LF	60	$ 35.00	$ 2,100.00	$ 27.07	$ 1,624.20	$ 27.35	$ 1,641.00
1110	3" RIGID RISER	LF	120	$ 60.00	$ 7,200.00	$ 53.64	$ 6,436.80	$ 33.91	$ 4,069.20
1111	#4 XHHW	LF	2,435	$ 4.50	$ 10,957.50	$ 3.43	$ 8,352.05	$ 5.47	$ 13,319.45
1112	#6 XHHW	LF	7,025	$ 4.00	$ 28,100.00	$ 2.51	$ 17,632.75	$ 2.90	$ 20,372.50
1113	#10 XHHW	LF	4,050	$ 2.00	$ 8,100.00	$ 1.36	$ 5,508.00	$ 1.67	$ 6,763.50
1114	ARC FLASH CALCULATIONS	LS	1	$ 7,500.00	$ 7,500.00	$ 356.87	$ 356.87	$ 7,657.99	$ 7,657.99
			Sub - Total		**$ 834,237.50**		**$ 457,327.00**		**$ 495,826.52**
ALTERNATIVE BID 1									
1200	8" FLEX BASE SUBGRADE	SY	88	$ 45.00	$ 3,960.00	$ 37.60	$ 3,308.80	$ 20.00	$ 1,760.00
1201	EXCAVATION (ROADWAY)	CY	20	$ 80.00	$ 1,600.00	$ 42.70	$ 854.00	$ 32.00	$ 640.00
			Sub - Total		**$ 5,560.00**		**$ 4,162.80**		**$ 2,400.00**
ALTERNATIVE BID 2									
1300	8" AWWA C900 PVC DR18 WATER PIPE (BY BORE)	LF	50	$ 480.00	$ 24,000.00	$ 623.60	$ 31,180.00	$ 815.00	$ 40,750.00
			Sub - Total		**$ 24,000.00**		**$ 31,180.00**		**$ 40,750.00**
UNIT VI - CONTINGENCY									
1400	PROJECT CONTINGENCY AS DIRECTED BY OWNER	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
1401	UTILITY CONTINGENCY AS DIRECTED BY OWNER	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
1402	PAVEMENT CONTINGENCY AS DIRECTED BY OWNER	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
1403	LANDSCAPE CONTINGENCY AS DIRECTED BY OWNER	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
			Sub - Total		**$ 80,000.00**		**$ 80,000.00**		**$ 80,000.00**
			BID SUMMARY						
			Street Improvements		$ 2,353,546.50		$ 2,294,661.74		$ 2,595,532.07
			Water Improvements		$ 454,425.00		$ 669,453.48		$ 336,931.80
			Landscape Improvements		$ 404,497.00		$ 524,102.67		$ 479,267.00
			Illumination Improvements		$ 834,237.50		$ 457,327.00		$ 495,826.52
			NET PROJECT COSTS		**$ 4,126,706.00**		**$ 4,025,544.89**		**$ 3,987,557.39**
			Alternative Bid		$ 109,560.00		$ 115,342.80		$ 123,150.00
			NET PROJECT COSTS W/ ALTERNATE BID		**$ 4,156,266.00**		**$ 4,060,887.69**		**$ 4,030,707.39**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1499778

Date Filed:
08/07/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Quality Excavation, LLC
Aubrey, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of North Richland Hills

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB 26-017
Reconstruction of Main Street from Smithfield to Davis Blvd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jason Roberts, and my date of birth is 09-26-1975.

My address is 104 Redfearn Rd., Aubrey (city), TX (state), 76227 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 7th day of Aug (month), 20 26 (year).

Jason Roberts

Signature of authorized agent of contracting business entity
(Declarant)

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider the 2026 Preventive Street Maintenance Program.

PRESENTER: Kenneth Garvin, Public Works Operations Manager

SUMMARY:

The Public Works Department has developed a recommendation for the 2026 Preventive Street Maintenance Program. The proposed program is based on the recommendations of the 2024 Pavement Assessment Project presented to City Council in May of 2024.

GENERAL DESCRIPTION:

The Preventive Street Maintenance Program was created to invest proactively in street maintenance to prolong useful pavement life. Prior to 2018 the priorities were set based on visual staff observations. Beginning with the 2019/2020 programs, pavement analysis technology was used via an outside consultant. The consultant, armed with tools like ground penetrating radar, can ascertain what is occurring below the pavement surface, allowing them to predict subgrade failure and future pavement issues. The scientific method of surveying the City's streets followed by data analysis is the basis of both this year's program and a long-term plan of action that makes better use of available maintenance funds to improve overall condition rating.

Exhibits Included in the City Council Packet:

- 2026 Program Map (Streets and Locations)
- Complete Street List

This year's improvements focus entirely on asphalt overlays and asphalt rehabilitation methods. The 2026 Program will engage several contractors and contracts to operate within the $4,121,175 budget and include some new methodology to allow production scaling. With the program focusing primarily on asphalt overlays, staff will continue using a turnkey contractor rather than separating the milling and paving activities. This approach allows for a shorter mill to asphalt timeline and less inconvenience to residents and motorists.

In addition to a number of overlay streets, this program also includes the rehabilitation of Holiday Lane from North of the Railroad Tracks to Chapman Road to be completed in partnership with Tarrant County Precinct #3. The City's Preventive Street Maintenance Program has utilized Tarrant County's paving services through interlocal agreements on one or more streets per year since 2011. This partnership with Tarrant County has been successful for several years. Recent cooperative projects include streets like Bursey Road, Sunset Road, Meadow Road, and Susan Lee Lane.

RECOMMENDATION:

Approve the 2026 Preventive Street Maintenance Program.

ASPHALT OVERLAY
2026 PREVENTIVE STREET MAINTENANCE PROGRAM

No.	Condition Rating	Street	Length (FT)	2" Hmac Overlay Cost	Subgrade & Curb/Gutter Cost	Total Estimated Cost
1	26.8	**SURREY COURT** MEADOW LAKES DRIVE-CUL-DE-SAC	415	$18,675.00	$30,024.00	$ 48,699.00
2	27.7	**RIO DE JANEIRO CIRCLE** CARACAS DRIVE-CARACAS DRIVE	665	$29,925.00	$29,540.00	$ 59,465.00
3	21.3	**WILLOWCREST COURT N** WILLOWCREST DRIVE-CUL-DE-SAC	125	$15,625.00	$18,907.00	$ 34,532.00
4	25.8	**FRANKIE B STREET** HEWITT STREET-DEAD END	1,070	$48,150.00	$57,148.00	$ 105,298.00
5	26.8	**MICKEY STREET** SMITHFIELD ROAD-DEAD END	1,000	$45,000.00	$70,228.00	$ 115,228.00
6	22.2	**KENDRA LANE** KIM LANE-CONTINENTAL TRAIL	700	$31,500.00	$43,708.00	$ 75,208.00
7	28.1	**JOHNSON COURT** PRICE DRIVE-CUL-DE-SAC	160	$7,200.00	$31,512.00	$ 38,712.00
8	25.2	**JAMAICA COURT** JAMAICA CIRCLE-CUL-DE-SAC	100	$12,500.00	$33,111.00	$ 45,611.00
9	25.2	**MEADOW LAKES COURT** BOULDER ROAD-CUL-DE-SAC	320	$14,400.00	$41,534.00	$ 55,934.00
10	25.1	**CAROLENNA COURT** TURNER DRIVE-CUL-DE-SAC	330	$14,850.00	$25,850.00	$ 40,700.00
11	27.1	**TIMBERHILL COURT** TIMBERHILL DRIVE-CUL-DE-SAC	150	$6,750.00	$19,032.00	$ 25,782.00
12	24.3	**TAMIAMI COURT** BOCA RATON DRIVE-CUL-DE-SAC	175	$7,875.00	$16,948.00	$ 24,823.00
13	28.1	**WINDHAVEN COURT** WINDHAVEN DRIVE-CUL-DE-SAC	120	$5,400.00	$26,040.00	$ 31,440.00
14	35.0	**HUNTER LANE** KIM LANE-CONTINENTAL TRAIL	610	$27,450.00	$78,862.00	$ 106,312.00
15	41.2	**VICTORIA AVENUE** RIVERVIEW DRIVE-LARIAT TRAIL	1,015	$45,675.00	$46,960.00	$ 92,635.00
16	41.6	**BRIARWOOD DRIVE** POST OAK DRIVE-BRIARDALE DRIVE	715	$32,175.00	$54,092.00	$ 86,267.00
17	41.6	**BRIARCLIFF COURT** BRIARDALE DRIVE-CUL-DE-SAC	435	$19,575.00	$39,308.00	$ 58,883.00
18	42.7	**CRANE ROAD** AMUNDSON DRIVE-MEANDERING DRIVE	280	$12,600.00	$18,018.00	$ 30,618.00
19	41.8	**INWOOD DRIVE** CROSSTIMBERS LANE-MEADOWVIEW TERRA	935	$42,075.00	$44,124.00	$ 86,199.00
20	42.8	**GREENLEAF COURT** GREENLEAF DRIVE-CUL-DE-SAC	170	$7,650.00	$22,522.00	$ 30,172.00
21	41.6	**NONEMAN STREET** POST OAK DRIVE-BRIARDALE DRIVE	715	$32,175.00	$42,444.00	$ 74,619.00
22	41.8	**PARKWOOD DRIVE** CROSSTIMBERS LANE-MEADOWVIEW TERRA	970	$43,650.00	$51,760.00	$ 95,410.00
23	42.7	**LONESOME OAK DRIVE** AMUNDSON DRIVE-MEANDERING DRIVE	460	$20,700.00	$40,710.00	$ 61,410.00
24	41.8	**NORTH PARK DRIVE** CROSSTIMBERS LANE-MEADOWVIEW TERRA	1,030	$46,350.00	$40,516.00	$ 86,866.00
25	42.7	**LIVE OAK DRIVE** AMUNDSON DRIVE-MEANDERING DRIVE	815	$36,675.00	$73,354.00	$ 110,029.00
26	42.6	**PAYTE LANE** TURNER DRIVE-NONEMAN STREET	750	$33,750.00	$20,161.00	$ 53,911.00
27	42.7	**LEANING OAK** AMUNDSON DRIVE-MEANDERING DRIVE	635	$28,575.00	$24,412.00	$ 52,987.00

No.	Condition Rating	Street	Length (FT)	2" Hmac Overlay Cost	Subgrade & Curb/Gutter Cost	Total Estimated Cost
28	42.9	**NORTH OAKS DRIVE** ROLLING HILLS DRIVE-CUL-DE-SAC	295	$13,275.00	$19,498.00	$ 32,773.00
29	42.3	**WANDA WAY** WEEPING WILLOW DRIVE-MEANDERING DRI	435	$19,575.00	$14,236.00	$ 33,811.00
30	42.6	**LOWERY LANE** NONEMAN STREET-DEAD END	540	$24,300.00	$34,152.00	$ 58,452.00
31	42.6	**PAYTE LANE** NONEMAN STREET-DEAD END	530	$23,850.00	$21,432.00	$ 45,282.00
32	15.1	**GREENWOOD WAY** LOLA DRIVE-MARY DRIVE	1,500	$67,500.00	$91,816.00	$ 159,316.00
33	25.9	**JANETTA DRIVE** HOLIDAY LANE-CUL-DE-SAC	1,165	$52,425.00	$90,904.00	$ 143,329.00
34	22.2	**ODELL STREET** TRADONNA LANE-CRYSTAL LANE	875	$53,958.00	$70,876.00	$ 124,834.00
35	28.1	**ABBY ROAD** MAPLEWOOD AVENUE-JANETTA DRIVE	660	$29,700.00	$43,256.00	$ 72,956.00
36	28.1	**JANETTA DRIVE** GENTLING PLACE-CLOYCE COURT	840	$37,800.00	$61,278.00	$ 99,078.00
37	42.9	**ROLLING HILLS DRIVE** SOUTH CREST DRIVE-NOB HILL DRIVE	815	$36,675.00	$24,232.00	$ 60,907.00
38	42.0	**POST OAK DRIVE** STARNES ROAD-HIGHTOWER DRIVE	1,560	$70,200.00	$103,454.00	$ 173,654.00
39	42.3	**WEEPING WILLOW DRIVE** MEANDERING DRIVE-PRECINCT LINE ROAD	770	$34,650.00	$34,740.00	$ 69,390.00
40	41.8	**MEADOWVIEW TERRACE** STARNES ROAD-GREENLEAF DRIVE	1,460	$65,700.00	$99,657.00	$ 165,357.00
41	28.2	**CRYSTAL LANE** CRYSTAL LANE-CUL-DE-SAC	665	$29,925.00	$47,234.00	$ 77,159.00
42	40.5	**CUMMINGS DRIVE** TURNER TERRACE-RIVIERA DRIVE	2,545	$114,525.00	$183,350.00	$ 297,875.00
43	39.8	**NONEMAN STREET** SMITHFIELD ROAD-LOWERY LANE	1,145	$51,525.00	$93,154.00	$ 144,679.00
44	46.0	**HOLIDAY LANE** R?R TRACKS_CHAPMAN ROAD	2,290	$407,546.00	$84,384.00	$ 491,930.00
		TOTALS		**$1,820,054.00**	**$2,158,478.00**	**$3,978,532.00**
		SM2501 - $121,745 **SM2601 - $4,000,000**		**$4,121,745.00**		$3,978,532.00
***	46.0	**GREENLEAF DRIVE** CROSSTIMBERS LANE_DOUGLAS LANE	1,625	$73,125.00	$135,300.00	$ 208,425.00
***	41.1	**KRIS STREET** ONYX DR. N.-JERRELL STREET	1,050	$47,250.00	$128,492.00	$ 175,742.00
***	24.0	**WATERFORD COURT** ULSTER DR-CUL-DE-SAC	150	$6,750.00	$16,758.00	$ 23,508.00

***-IF FUNDING ALLOWS

2026 Overlay Streets

Legend

- 1 - Surrey Ct
- 2 - Rio De Janeiro
- 3 - Willowcrest Ct N
- 4 - Frankie B St
- 5 - Mickey St
- 6 - Kendra Ln
- 7 - Johnson Ct
- 8 - Jamaica Cir
- 9 - Meadow Lakes Ct
- 10 - Carolenna Ct
- 11 - Timberhill Ct
- 12 - Tamiami Ct
- 13 - Windhaven Ct
- 14 - Hunter Ln
- 15 - Victoria Ave
- 16 - Briarwood Dr
- 17 - Briarcliff Ct
- 18 - Crane Rd
- 19 - Inwood Dr
- 20 - Green Leaf Ct
- 21 - Noneman St
- 22 - Parkwood Dr
- 23 - Lonesome Oak Dr
- 24 - North Park Dr
- 25 - Live Oak Dr
- 26 - Payte Ln
- 27 - Leaning Oak Dr
- 28 - North Oaks Dr
- 29 - Wanda Way
- 30 - Lowery Ln
- 31 - Payte Ln
- 32 - Greenwood Way
- 33 - Janetta Dr
- 34 - Odell St
- 35 - Abby Rd
- 36 - Janetta Dr
- 37 - Rolling Hills Dr
- 38 - Post Oak Dr
- 39 - Weeping Willow Dr
- 40 - Meadowview Ter
- 41 - Crystal Ln
- 42 - Cummings Dr
- 43 - Noneman St
- 44 - Holiday Ln
- 45 - Green Leaf Dr
- 46 - Kris St
- 47 - Waterford Ct

- Mill & Overlay
- Tarrant County Rehabilitation
- If Savings Allows Mill & Overlay

N

0 0.5 1 2 Miles

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider Ordinance No. 3972, authorizing the issuance of "City of North Richland Hills, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026"; providing for the payment of such certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of such certificates of obligation; and providing an effective date.

PRESENTER: Stephen Barnes, Finance Director

SUMMARY:

City Council is requested to consider all matters related to the issuance and sale of City of North Richland Hills, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026 (CO'S), including the adoption of Ordinance No. 3972. Sealed bids for the Certificates of Obligation are to be received on Monday, August 24, 2026

GENERAL DESCRIPTION:

On June 22, 2026, the City Council passed Resolution No. 2026-039, authorizing the publication of a notice of intent to issue CO's in an amount not to exceed $3,000,000 for the purchase of vehicles and equipment for the City's Fire Department. In accordance with State law, the notice was published in the Commercial Recorder on June 26, 2026 and July 2, 2026 and was also placed on the City's website beginning June 26, 2026.

The bond proceeds will provide funding for the following projects:

Project Type	Description	Taxable or Tax-Exempt	Term	Amount
Fire	Fire Engine	Tax-Exempt	10 Year	$2,500,000
Fire	Ambulance Replacement	Tax-Exempt	10 Year	$500,000

The City expects to issue approximately $2,895,000 in CO's (i.e. the par amount). In addition, the City expects to receive a net premium on the CO's of approximately $210,000. After deducting costs associated with the issuance of the CO's the City will

receive net proceeds of $3,000,000 for the CO-funded projects. The final par and premium amounts will be determined based on the winning bid received on August 24, 2026.

As part of this process, the City seeks credit ratings from S&P Global Ratings (“S&P”) and Moody’s Investors Service (“Moody’s”). These ratings are a representation of creditworthiness and provide an evaluation of a bond issuer’s financial strength and capacity to repay the bond’s principal and interest. S&P has assigned its AA+ rating to the CO’s. The AA+ rating is S&P’s second highest rating. Moody’s has assigned its Aa2 rating to the CO’s. Aa2 is Moody’s third highest rating. These ratings represent obligations of high quality, with very low credit risk. These are the same ratings the City ratings received on the previous debt issuance.

Staff requests that Council consider the approval of an ordinance prepared by the City’s Bond Counsel, Norton Rose Fulbright US LLP. A draft, prepared prior to the receipt of bids for the Bonds, has been provided as an attachment to this item. The ordinance also authorizes all necessary actions associated with the transaction. If approved, the closing and delivery of funds would occur on or around September 22, 2026.

RECOMMENDATION:

Approve Ordinance No 3972, authorizing the issuance of Certificates of Obligation, Series 2026 in the amount of $3,000,000 for a Fire Engine and Ambulance.

ORDINANCE NO. [____]

AUTHORIZING THE ISSUANCE OF

$[_____]
CITY OF NORTH RICHLAND HILLS, TEXAS,
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE)
REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026

Adopted August 24, 2026

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ORDINANCE NO. [____]

AN ORDINANCE authorizing the issuance of "CITY OF NORTH RICHLAND HILLS, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026"; providing for the payment of such certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's waterworks and sewer system; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security and delivery of such certificates of obligation; and providing an effective date.

WHEREAS, the City Council of the City of North Richland Hills, Texas (the "City"), has heretofore determined that certificates of obligation should be issued in the maximum principal amount not to exceed $3,000,000 for the purpose of paying contractual obligations to be incurred for (i) purchasing vehicles and equipment for the City's fire department, and (ii) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, a "Notice of Intention to Issue City of North Richland Hills, Texas, Certificates of Obligation, Series 2026" was duly published (i) in the *Commercial Recorder*, a newspaper hereby found and determined to be of general circulation in the City of North Richland Hills, Texas, on June 26, 2026, and July 2, 2026, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage and adoption of this Ordinance, and (ii) continuously on the City's website for at least forty-five (45) days prior to the tentative date stated therein for the passage and adoption of this Ordinance; and

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified voters of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years; and

WHEREAS, the City Council of the City (the "Council") hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS:

SECTION 1: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(b) The term “Certificates” shall mean the “City of North Richland Hills, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026” authorized by this Ordinance.

(c) The term “Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(d) The term “Fiscal Year” shall mean the twelve month financial accounting period for the System ending September 30th of each year; provided, however, the City, by ordinance, may change the Fiscal Year to another period of not less than twelve calendar months.

(e) The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Certificates.

(f) The term “Gross Revenues” shall mean all income and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction, impact fees charged developers and special assessments against landowners) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues.

(g) The term “Net Revenues” shall mean Gross Revenues of the System, with respect to any period, after deducting the System’s Operating and Maintenance Expenses during such period.

(h) The term “Operating and Maintenance Expenses” shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining “Net Revenues.” Depreciation charges shall not be considered Operating and Maintenance Expenses. Operating and Maintenance Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 24 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 hereof.

(j) The term "Prior Lien Obligations" shall mean all revenue bonds or other obligations hereafter issued payable from and secured, in whole or in part, by a lien on and pledge of the Net Revenues of the System that is superior to the lien on and pledge of the Net Revenues of the System securing the Certificates, the Subordinate Lien Obligations and any obligations having a lien on and pledge of the Net Revenues of the System that is on an parity with the lien on and pledge of the Net Revenues of the System securing any of the Certificates and the Subordinate Lien Obligations.

(k) The term "Subordinate Lien Obligations" shall mean all revenue bonds or other obligations now outstanding or hereafter issued payable from and secured, in whole or in part, by a lien on and pledge of the Net Revenues of the System that is inferior to the lien on and pledge of the Net Revenues of the System securing the Prior Lien Obligations, the Certificates, and any obligation having a lien on and pledge of the Net Revenues of the System that is on a parity with the lien on and pledge of the Net Revenues of the System securing any of the Prior Lien Obligations and the Certificates.

(l) The term "System" shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment and transmission of treated potable water and the collection, treatment and disposal of water-carried wastes, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term "System" shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of the City which are not Prior Lien Obligations but which are payable from and secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the Prior Lien Obligations including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 2: Authorization – Designation – Principal Amount – Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in an aggregate original principal amount of $[_____] to be designated and bear the title "CITY OF NORTH RICHLAND HILLS, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) purchasing vehicles and equipment for the City's fire department, and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 3: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only, shall be dated August 15, 2026 (the "Certificate Date") and shall be in denominations

of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on February 15 in the years and in principal amounts (the "Stated Maturities") and bear interest at the per annum rates in accordance with the following schedule:

Stated Maturity	Principal Amount ($)	Interest Rate (%)
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		

The Certificates shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers (anticipated to be September 22, 2026) at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months) and shall be payable on February 15 and August 15 of each year, commencing February 15, 2027, until maturity.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity or otherwise shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of UMB Bank, N.A. to serve as the paying agent/registrar for the Certificates (the "Paying Agent/Registrar") is hereby approved and confirmed. Books and records relating to the registration, payment, exchange and transfer of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Mayor Pro Tem and City Secretary or Assistant City Secretary are hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other

entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Certificates shall be payable at their Stated Maturities, only upon the presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in Kansas City, Missouri, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on a Certificate shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and such interest payments shall be made (i) by check sent United States mail, first-class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Redemption. The Certificates are not subject to redemption prior to maturity.

SECTION 6: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 9 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate(s) authorized in Section 9 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first-class, postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 25 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of the "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold such Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register

maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4, 5 and 6 hereof.

SECTION 8: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or the Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary or Assistant City Secretary. The signature of such officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of such individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided by Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 9: Initial Certificate. The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 2 hereof with principal installments to become due and payable as provided in Section 3 hereof and numbered T-1 or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the “Initial Certificate(s)”) and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 10: Forms. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in **Exhibit B** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution. Any portion of the text of

any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates, including the Initial Certificate(s), shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment and retirement of the Certificates, there shall be and is hereby created a special account on the books of the City to be designated "SPECIAL SERIES 2026 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the City's depository. The Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Finance Director, City Secretary and Assistant City Secretary, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from such Fund will be available at the proper time or times. All interest and income derived from deposits and investments in such Certificate Fund shall be credited to, and any losses debited to, the Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on such Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, a sufficient tax on each one hundred dollars' valuation of taxable property in the City, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; such tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on

Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

The City has sufficient current funds available and such funds are hereby appropriated to make the payments to become due on the Certificates on February 15, 2027, and August 15, 2027, and the Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Finance Director, City Secretary, and Assistant City Secretary, individually or jointly, are hereby authorized and directed to transfer and deposit in the Certificate Fund such amount of current funds which will be sufficient to pay the amount to become due on the Certificates on February 15, 2027, and August 15, 2027.

SECTION 13: Limited Pledge of Net Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System, in the amount of $1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the City shall pay all of such $1,000, after which time the pledge shall cease. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in such pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "Water and Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues of the System.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment, equally and ratably, of the limited amounts pledged to the payment of the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for payment of the Subordinate Lien Obligations and then for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in such Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised such powers under the Constitution and laws of the State of Texas, including the powers existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(b) Other than for the payment of the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations - Additional Obligations and Subordinate Lien Obligations. The City expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise. Prior Lien Obligations hereafter issued may be payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the Council may determine. Additionally, the City reserves the right to issue (a) obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates and (b) Subordinate Lien Obligations.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Finance Director, City Secretary and Assistant City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Finance Director, City Secretary or Assistant City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Manager, any Assistant City Manager, Finance Director, City Secretary, and Assistant City Secretary may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, “facsimile signature” means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 21: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 22: Cancellation. All Certificates surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property

acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser (defined below) and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by

Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Finance Director, City Secretary or Assistant City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 24: Satisfaction of Obligations of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay all necessary and proper fees, compensation, and expenses of the Paying Agent/Registrar and to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of and interest due on any Defeased Certificates.

The City reserves the right, subject to satisfying the requirements of (i) and/or (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to

reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance. At such time as Certificates shall be deemed to be Defeased Certificates hereunder, as aforesaid, such Certificates and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the taxes or revenues levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Securities. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 26: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and Section 33 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority

in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 27: Sale of the Certificates. Pursuant to a public sale for the Certificates, the bid submitted by [_____] (herein referred to as the "Purchaser") is declared to be the best bid received producing the lowest true interest cost rate to the City; such bid is hereby accepted and incorporated herein by reference as a part of this Ordinance for all purposes, and the sale of the Certificates to the Purchaser at the price of par plus a cash premium of $[_____] is hereby approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City.

SECTION 28: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the Council hereby finds that the information and data contained in such Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Preliminary Official Statement is hereby deemed “final” as of its date except for the omission of the information permitted by the Rule (hereinafter defined), within the meaning of the Rule. The form and content of the final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Finance Director, City Secretary or Assistant City Secretary, any one or more of such officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute the final Official Statement, dated August 24, 2026, in the offering, sale and delivery of the Certificates to the public.

SECTION 29: Proceeds of Sale. The proceeds of sale of the Certificates, excluding accrued interest, if any, received from the Purchaser, amounts to pay costs of issuance, and any additional proceeds to be deposited to the Certificate Fund, if any, shall be deposited in a fund maintained at a City depository bank (the “Construction Fund”). Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including specifically guaranteed investment contracts permitted by Texas Government Code, Section 2256.015, et seq., and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the Council. Accrued interest or premium, if any, received from the Purchaser as well as proceeds of sale, including investment earnings thereon, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 30: Control and Custody of Certificates. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, any Assistant City Manager, Finance Director, City Secretary and Assistant City Secretary, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the City's financial advisor, Bond Counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate to the Purchaser.

SECTION 31: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final legal opinion of the City's bond counsel, Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Certificates as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of such opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The prior engagement of Bond Counsel as bond counsel to the City is hereby approved, ratified and confirmed.

SECTION 32: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving such Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 33: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

> *"Financial Obligation"* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.
>
> "*MSRB*" means the Municipal Securities Rulemaking Board.
>
> "*Rule*" means SEC Rule 15c2-12, as amended from time to time.
>
> "*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in and after 2026, financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 5 and 7 through 14, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City within twelve (12) months after the end of each fiscal year ending in and after 2026. Any financial statements so provided shall (i) be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the City may be

required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year of the City, then the City will provide unaudited financial statements within such twelve-month period and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events.

The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding subsections (c)(15) and (c)(16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any

representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell the Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 35: Inconsistent Provisions. Subject to Section 19 hereof, all ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 36: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 38: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 39: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 40: Incorporation of Findings and Determinations. The findings and determinations of the Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 42: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[*Remainder of page intentionally left blank*]

PASSED AND ADOPTED, this August 24, 2026.

CITY OF NORTH RICHLAND HILLS, TEXAS

_____

Mayor

ATTEST:

_____

City Secretary

(City Seal)

APPROVED AS TO FORM AND LEGALITY:

_____

City Attorney

[signature page of Ordinance]

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of August 24, 2026 (this "Agreement"), by and between UMB Bank, N.A., a national association duly organized and existing under the laws of the United States of America, or its successors (the "Bank"), and the City of North Richland Hills, Texas (the "Issuer").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of North Richland Hills, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2026" (the "Securities"), dated August 15, 2026, such Securities scheduled to be delivered to the initial purchasers thereof on or about September 22, 2026; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE
APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01 Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02 Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01 Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

Section 2.02 Other Definitions. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01 Duties of Paying Agent. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

UMB Bank, N.A.
CT Operations Mail Stop 1010903
928 Grand Blvd., 9th Floor
Kansas City, MO 64106

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02 Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

ARTICLE FOUR
REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02 Securities. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03 Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05 Return of Cancelled Securities. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

Section 4.07 Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE FIVE
THE BANK

Section 5.01 Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02 Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.03 Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04 May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

Section 5.06 Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07 Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08 DTC Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

Section 6.01 Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03 Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

Section 6.04 Effect of Headings. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05 Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06 Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07 Merger, Conversion, Consolidation, or Succession. Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

Section 6.08 Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.09 Entire Agreement. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

Section 6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.11 Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five hereof shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UMB BANK, N.A.

By:_____

Title: _____

Address: 5910 North Central Expressway, Suite 1900
Dallas, Texas 75206

CITY OF NORTH RICHLAND HILLS, TEXAS

By: _____
Mayor

Address: P.O. Box 820609
North Richland Hills, Texas 76182-0609

Attest:

_____
City Secretary

ANNEX A

EXHIBIT B

FORMS

(a) Form of Definitive Certificates.

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NORTH RICHLAND HILLS, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE)
REVENUE CERTIFICATE OF OBLIGATION
SERIES 2026

Certificate Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
August 15, 2026		February 15, 20__	

Registered Owner:

Principal Amount: _____ DOLLARS

The City of North Richland Hills (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (without right of prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from the date of delivery to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2027, until maturity. Principal of this Certificate is payable at its Stated Maturity to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United

States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $[_____] (hereinafter referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) purchasing vehicles and equipment for the City's fire department, and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates are not subject to redemption prior to maturity.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the City's combined waterworks and sewer system (the "System"), such lien and pledge being limited to the amount of $1,000 and being junior and subordinate to the lien on and pledge of the Net Revenues of the System securing the payment of any "Prior Lien Obligations" (as defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date

as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the City is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of the Net Revenues of the System as aforestated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City.

CITY OF NORTH RICHLAND HILLS, TEXAS

_____

[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____

[City Secretary][Assistant City Secretary]

(CITY SEAL)

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on the Initial Certificate only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
(REGISTER NO. _____
THE STATE OF TEXAS (

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____ .

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in Kansas City, Missouri, is the Designated Payment/Transfer Office for this Certificate.

UMB Bank, N.A., Dallas, Texas
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

_____

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) _____

_____

_____

_____

(Social Security or other identifying number: _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(e) The Initial Certificate shall be in the form set forth in paragraph (a) of this Exhibit, except that the heading and first paragraph shall be modified as follows:

REGISTERED:
NO. T-1

REGISTERED:
$[_____]

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF NORTH RICHLAND HILLS, TEXAS,
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE)
REVENUE CERTIFICATE OF OBLIGATION
SERIES 2026

Certificate Date: August 15, 2026

Registered Owner: [_____]

Principal Amount: [_____] DOLLARS

The City of North Richland Hills (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the above stated Principal Amount on February 15 in each of the years and in principal installments in accordance with the following schedule:

STATED MATURITY	PRINCIPAL INSTALLMENTS	INTEREST RATE

(Information to be inserted from Section 3 hereof)

(without right of prior redemption) and to pay interest on the unpaid Principal Amount from the date of delivery to the initial purchaser (anticipated to be September 22, 2026) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2027, until maturity. Principal installments of this Certificate are payable at the year of maturity to the registered owner hereof by UMB Bank, N.A. (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in Kansas City, Missouri, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider Amendment No. 2 to the Cooperative Purchase Customer Agreement with DataVox, Inc. to increase the spending authority by $721,728, for a cumulative amount not to exceed $1,431,578 through May 31, 2028, for the purchase of access control hardware, software, and related services utilizing The Interlocal Purchasing System (TIPS) Cooperative Agreement 230105.

PRESENTER: Amy Stephens, Director of Information Technology

SUMMARY:

Staff requests the City Council approve Amendment No. 2 to the Cooperative Purchase Customer Agreement with DataVox, Inc. to increase the spending authority by $721,728, for a cumulative amount not to exceed $1,431,578 through May 31, 2028. This increase is funded through project savings from other IT Capital Projects. No new funding is requested.

GENERAL DESCRIPTION:

On November 11, 2024, City Council approved Amendment No. 1 to the Cooperative Purchase Customer Agreement with DataVox, Inc., increasing the spending authority to $709,850 for technology projects, including the replacement of access control hardware and software at the Fire Stations, Library, NRH Centre, and Facilities and Construction building. Those projects are complete.

Capital Improvement Project IT2606 was approved as part of the Fiscal Year 2026 Capital Budget for $402,500. This project continues standardizing access control across City facilities under a single enterprise platform. The next phase of the project replaces aging hardware and software at City Hall. Future phases will bring the remaining facilities onto the same platform.

The original amount approved for IT2606 was based on a budgetary quote for the software portion of the City Hall access control upgrade. During detailed project evaluation, staff determined that a hardware upgrade should also be included. Upgrading the hardware and software together will ensure continued manufacturer support and provide a complete, reliable and long-term solution.

The expanded scope increases the project cost beyond the original budget. However, staff identified existing savings from other completed IT capital projects to cover the

shortfall, so no new funding is being requested. The updated amount for IT2606 is $721,729.

To provide sufficient purchasing authority through the contract term, Amendment No. 2 increases the cumulative spending limit by $721,728, from $709,850 to $1,431,578, through May 31, 2028.

DataVox, Inc. is an authorized reseller that provides these services through The Interlocal Purchasing System Cooperative Purchasing Program (TIPS 230105) which satisfies all state competitive procurement requirements.

RECOMMENDATION:

Approve Amendment No. 2 to the Cooperative Purchase Customer Agreement with DataVox, Inc. to increase the spending authority by $721,728, for a cumulative amount not to exceed $1,431,578 through May 31, 2028, for the purchase of access control hardware, software, and related services utilizing The Interlocal Purchasing System (TIPS) Cooperative Agreement 230105.

Physical Security Proposal

for

City Of North Richland Hills

New Controllers 2026 - City Hall - Genetec Takeover - TIPS

DVXB-25014

Revision : 4 Last Modified : 7/21/2026

Note: This proposal is valid until 8/31/2026

DataVox TXDPS License B16503

Account Manager

Tanya Irwin

System Design

John Liput

THE INTERLOCAL PURCHASING SYSTEM

TIPS Contract Number: 230105

DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700



DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services

Audio Visual

Cisco Systems

Cloud Solutions

Cyber Security

Data Center Technologies

IT Support & Managed Services

Mobility

Network Cabling

Network Technology

Phone Systems

Physical Security

Smart Building

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LOCATION SUMMARY

* Location Pricing Excludes all Optional and Alternate Components

Location	Price
Access Control	$616,401.96
Contingency Funds	$61,640.19
Total Price (Excludes Sales Tax):	**$678,042.15**

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SCOPE OF WORK

This Scope of Work outlines the services, deliverables, and responsibilities for the successful implementation of the proposed security solution. DataVox will provide system design, programming, installation, and project management to ensure a fully integrated and compliant solution that meets the customer's operational and security requirements. All work will be performed in accordance with industry best practices and the agreed-upon project specifications.

Contingency & Allowance Fund (10%): A 10% contingency and allowance fund is included to cover eligible change orders for unforeseen conditions, such as additional permitting-related hardware, damaged hardware discovered during installation audit, or electrical lock hardware replacement. This fund covers approved charges only up to the amount listed; any costs beyond that will be reviewed and may be billed separately. A log of all fund activity will be available, and no charges will be applied without prior customer approval. Any additional contingency allowance fund not used during the project will be credited back to the project.

ACCESS CONTROL

DataVox proposal includes Taking over and Programing **(248) Doors** to **Genetec** access control at City of North Richland Hills, City Hall Location. This solution replaces all panels and power supplies in the IDFs, and also includes Battery back ups in each panel. Panels will be plugged into UPS or Generator outlets if available in the IDF rooms for redundancy.

Taking Over (248) Access Control Doors

- **(183) Signo 40** Card Reader < Standard Reader
- **(56) Signo 40K** Card Reader < 56 Readers in MonitorCast/iPro system are set to "Card and Pin"
- **(9) EXISTING* Idemia/Morpho –** Bio Readers < **not to be replaced**. Genetec will read as regular Weigand reader. Idemia/Morpho portal programing to remain, and any additional programing to the 3rd party system is outside of this scope of work.

- **Reuse (248) Existing Door Contact, REX Sensor and Electrified Lock Hardware**
- **Reuse (248) Existing Security and Composite Cabling**

Separate spreadsheet with detail door and IDF/Network Room breakdown will be provided with approved PO. Below is summary per IDF.

IDF	Door Count
1022 - IDF	34
1114 - IDF	54
1434 - IDF	26
1517 - IDF 1 & 2	28
1714 - IDF	12
2018 - CM IDF	7
2065 - IT MDF 1 & 2	20
2447 - IDF	20
3008 - IDF	8
3053 - CH IDF	7
3462 - IDF	20
3506 - IDF	12

Additionally:

- **Included in this scope**
  - **Jail IDF Door Add – Flush Mount Lock Hardware**
  - **Batteries in all the Panels**

- **Purple/Violet Cable for all additional cables**

Access Control Directory Server:

- OFE – Existing Genetec Directory Server – Customer Hosted VM

Access Control Licenses:

- **(248) Reader licenses** and **3-**Year Co-Term Software Maintenance License

Advanced Programming for New System: DataVox will initial system setup, enroll devices with serial numbers and locations, configure access control panels, power supplies, and network connections. Datavox will add users, assign credentials, program door schedule and access rules, enable event logging and advanced reporting, and integrate fire alarm relays. Advanced programming may also include multi-factor authentication, active directory integrations, custom alerts and dashboards, elevator control, system failover, high-level security protocols, and synchronization with video management system. Mapping of devices to floor plans and advanced admin training for designated personnel will also be provided.
New Access Control Field Devices: DataVox will furnish and install new access control field devices (e.g. readers, door contacts) as defined in the Scope of Work. Mounting locations will be field-verified with the customer, subject to code compliance requirements. All new devices will be tested and verified for proper operation upon completion.
Reuse of Existing Field Devices: DataVox will reconnect and configure existing access control field devices (e.g., card readers, door contacts, REX devices) identified for reuse in the Scope of Work. It is assumed that all reused devices are in proper working condition, compatible with the new system, and compliant with current code requirements.
Existing Electrified Door Hardware: Owner furnished existing electrified door hardware for existing access control door locations to be reused for new access control system. DataVox assumes all hardware is installed and meets AHJ code requirements for permitting. Any replacement or additional hardware needed will require change order.
Lock Power Supplies: DataVox will connect electrified lock hardware to power supplies. Power supplies may be integrated into ACP or independent based on lock requirements such as fire relays, operating voltage, amperage, cable gauge, cable distance, and fail-safe vs fail-secure. DataVox Solution Architects apply industry best practices on power supply calculations but actual power requirements are determined during installation phase and may result in change order.
Badges/Credentials: If new badges are included in this scope of work, DataVox will provide Customer training on programming badges to system, however customer is responsible for mass employee badge enrollment. If customer elects to utilize existing badges or badges provided by others, customer will be required to import existing users from old database and enroll credentials to new system prior to system cutover. Customer must provide test badges with facility code, badge numbers, and card format prior to installation. DataVox is not responsible for badges being compatible with secondary systems such as shared building systems or time clock systems.

POE SWITCHES
POE Switches Provided by Customer: Customer will furnish and install all required Power over Ethernet (PoE) network switches to support IP-based security devices. Customer is responsible for ensuring sufficient PoE power budget, available ports, and proper network connectivity at each device location. Network switch configuration including VLAN setup, port security, QoS, and POE settings are the responsibility of Customer IT. All POE devices and cable pathways assumed to be within 300ft of a network IDF.

CABLING
Existing Category Cabling: Existing Category cabling (noted as OFE) intended to be reused is assumed to be functioning properly today with proper installation and slack for connecting new devices. All cabling for IP devices must to be within 300ft of a network IDF/ switch.
Existing Composite Cabling: Existing composite cabling (noted as OFE) intended to be reused is assumed to be functioning properly today with proper installation and slack for connecting new devices.
Existing Power/Signal Cabling: Existing low-voltage power/signal cabling (noted as OFE) for access control/intrusion-related devices cabling (e.g. monitored door contacts, door release buttons) intended to be reused is assumed to be functioning properly today with proper installation and slack for connecting new devices.

LIFT RENTAL
Lift Rental: Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.

PURCHASING CONTRACTS
TIPS Process and PO Requirements: You must be a TIPS member to receive the benefits of using the TIPS purchasing contract. To register to become a member go to https://www.tips-usa.com/texasentities.cfm. To prevent order delays, your PO must be payable to DataVox and reference TIPS contract number 230105 and you must email your PO and the DataVox quote as a PDF file to TIPSPO@TIPS-USA.COM. Within 24 hours, TIPS will provide you with a link to download the order confirmation letter and DataVox PO contact will be sent an email to process the order.
Non-TIPS Related Items: The following manufactures products are not included in the TIPS Contract pricing of this proposal:

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Miscellaneous mounting and hardware components

GENERAL

Project Management and Installation: DataVox will provide comprehensive project management services, including scheduling, coordination with stakeholders, and oversight of all installation activities to ensure timely, code-compliant, and quality delivery. Responsibilities include progress tracking, documentation, status reporting, and managing any required change orders. Installation will be performed by qualified technicians following industry best practices, with all work assumed to occur during standard business hours.
Customer Engagement and IT Support: Customer will provide a dedicated point of contact (POC) to coordinate communications, approvals, and scheduling throughout the project. This includes completing all required programming documentation for DataVox configuration. The Customer's IT team will support installation by supplying IP addresses (including subnet and default gateway), establishing a dedicated security VLAN, providing VPN remote access, and managing firewall configurations to ensure seamless integration.
Owner Furnished or Provided by Others Equipment: DataVox assumes all owner furnished or existing equipment is fully functional and in good working order prior to on-site services. DataVox assumes cabling provided by others includes wall penetrations, surface boxes, termination, and testing are completed prior to installation. Cable gauge and distance must be suitable to deliver required power to device.
Access Control Permitting: Permit cost is not included in this SOW (reference permitting section for additional details)

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BILL OF MATERIALS

Note: Installed Price Includes Equipment and Labor

Access Control

Installation Price

Access Control Software Programming, Licenses and Advantage

	1	**DataVox** Security Programming Labor for Mapping Set Up in Software	
	1	**DataVox** Security Programming Labor	
	248	**Genetec** ADV-RDR-E-3Y Genetec Advantage for 1 Synergis Enterprise Reader - 3 Years	
	248	**Genetec** 1 Reader Security Center Connection for Hardware Sold by Genetec Without Licenses, -SCS Part Excluded. Can be Used to Add Connections to: Supported Hardware, Cspn Application, and Wireless Locks That Aren't Plugins	
OFE	1	**OFE** Owner Existing Genetec Enterprise System to Expand to New Site. DataVox Assumes Customer to Provide Network Connectivity to Server Location.	
		Access Control Software Programming, Licenses and Advantage	**$82,853.54**

Access Control Hardware

	48	**Altronix** BL3 18" Battery Leads, 18AWG, Pair, Black & Red	
	48	**Altronix** Altronix BT1212 Rechargeable Battery, Sealed Lead Acid (SLA), 12VDC, 12AH	
	24	**DataVox** Demolition of Access Control Control Panel	
	248	**DataVox** Access Control Door Field Device Testing	
	1	**DataVox** Miscellaneous Hardware For Mounting Components	
	22	**Genetec** Mercury MP1502 Intelligent Controller (2 Doors, Up to 4 Readers with OSDP)	
	18	**Genetec** Mercury MR16IN 16-Input Monitor Module Series 3 (2 Relays, PCB only)	
	4	**Genetec** Mercury MR16OUT 16-Relay Output Control Module Series 3 (PCB only)	
	105	**Genetec** Mercury MR52 2-Reader Interface Module Series 3 (8 Inputs, 6 Relays, PCB only)	

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2 **Genetec**
SY-CLOUDLINK-G2 Synergis Cloud Link with 4GB of RAM, 16GB Flash, 2nd Generation, Installed with Synergis Access Control Firmware, Four RS-485 Ports, PoE



24 **Genetec**
SY-DV16RD-E8M2 LifeSafety Power - Genetec Enclosure - 12V & 24VDC | 400W 110V|60HZ| 16 Reader | 8 Mercury and CloudLink |E8M2 Standard



56 **HID**
40KNKS-00-000000 Signo 40K Reader, Wall Mount w/Keypad, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE



183 **HID**
40NKS-00-000000 Signo 40 Reader, Wall Mount, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE

OFE 72 **OFE**
Owner Furnished/Existing Alert Input Device - Panic Button. Labor to Program, Set up Alerts, and Test on New System

OFE 14 **OFE**
Owner Furnished 110V Power and Pole for Mounting Security Devices

OFE 248 **OFE**
Owner Furnished and Installed Existing Access Control Door Hardware to be Re-Used such as Door Contacts, REX Motion Sensors, Push Buttons, Door Release Buttons, and Panic Buttons

OFE 1 **OFE**
Owner Furnished Compatible Access Badges/Key Fob User Credentials

OFE 9 **OFE**
Owner Furnished Existing Bio - Card Reader (Idemia Biometric Reader to Remain in Place, and all Programming and Configuring of these Units are Out of Scope.)

Access Control Hardware **$480,598.79**

Electrified Door Hardware

OFE 248 **OFE**
Existing Electrified Hardware including Mag Locks, Electrified Panic/Exit Hardware, Electrified Strikes, Electrified Mortise/Cylindrical Locks, Automatic Operators, Powered Hinges, Transfer Cables, Power Supplies, and Installed Power Transfer Cables at Rim Enclosure above Door assumed to be Re-Used

OFE 248 **OFE**
Owner Furnished Conduit Rough In for Access Control Door Locations based on Provided Door Typicals

Electrified Door Hardware **$0.00**

Jail IDF Door Access Control Add

DataVox 1 **DataVox**
Access Control Door Rough In

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	1	**DataVox** Miscellaneous Cables, Connectors, and Hardware
	1	**DataVox** Miscellaneous Hardware For Mounting Components
	1	**Hes** 4500C Flush Mount Electric Strike for Cylindrical and Mortise Lockset, 12/24VDC, Stainless Steel
	1	**HID** 40NKS-00-000000 Signo 40 Reader, Wall Mount, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, Mobile Ready, BLE
OFE	1	**OFE** Owner Furnished Conduit Rough In for Access Control Door Locations based on Provided Door Typicals
	1	**Securitron** DPS for Metal Doors - Black
	1	**Securitron** XMS2 Exit Motion Sensor - The XMS2 passive infrared (PIR) motion sensor request to exit (REX) device reliably detects motion near a door and releases its lock.

Jail IDF Door Access Control Add **$2,599.36**

Network Equipment

OFE	14	**OFE** GC/Owner Furnished NC Fire Relay Connection for Electrified Hardware to Fire System
OFE	14	**OFE** Owner Furnished Patch Panels, Rack Equipment, Mounting Hardware, and Cable Tray
OFE	14	**OFE** Owner Furnished POE Network Switches for Security Devices in MDF/IDF Locations
OFE	1	**OFE** Owner Furnished and Installed Directory Server with Host Video Management and/or Access Control Software. DataVox Assumes Customer to Provide Network Connectivity to Server Location.
OFE	1	**OFE** Owner Furnished and Installed VPN Tunnel to Existing Access Control or VMS Host System (Directory Server)

Network Equipment **$0.00**

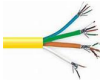
Dispatch/Call Center - Notification and Alert System

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DataVox	1	**DataVox** Programming Labor for Event Action - Lockdown Protocol - Alert/Panic Button - Trigger Sound or Events - Clear Protocol for Acknowledged Events.	
DataVox	6	**DataVox** Client Software Set Up for OFE Workstations - Adding Genetec Software	
OFE	6	**OFE** Owner Furnished VGA, HDMI, DisplayPort Cables to Connect to Monitors, and Cat6/6A Cabling for Security Work Station to Network Port Connected to Security VLAN.	
OFE	6	**OFE** Owner Furnished Workstations and Monitors	
		Dispatch/Call Center - Notification and Alert System	**$4,040.00**

Security Cabling

	3000	**DataVox** Security 18/4 Cabling	
	2000	**DataVox** Security 18/6 Cabling	
DataVox	1	**DataVox** Miscellaneous Hardware For Mounting Components	
OFE	248	**OFE** Owner Furnished 18AWG Access Control Cabling from Central IDF Closet to Existing Card Reader Door Locations	
OFE	127	**OFE** Owner Furnished Cat5e/6/6A Cabling for Security Device Locations including Patch Cords, Patch Panels, and Rack Equipment	
		Security Cabling	**$8,899.46**

DataVox Management Services

DataVox	1	**DataVox** Solution Architect Design and Engineering Services	
DataVox	1	**DataVox** Security Shipping and Handling Charges	
	1	**DataVox** Engineering Services, CAD Drawings, One-Lines and As-Built Documents	
DataVox	1	**DataVox** Project Management Services Planning, Scheduling, Order Processing, Testing, Tuning, and Wrap Up.	
		DataVox Management Services	**$37,410.81**

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	Total:	**$616,401.96**

Contingency Funds

		Installation Price
10% Contingency Fund		
1	**DataVox** 10% Contingency/Allowance - Customer Approval Required before using Change Order Funds	
	10% Contingency Fund	**$61,640.19**
	Total:	**$61,640.19**

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ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's standard assumptions and exclusions for this Physical Security proposal.

ACCESS CONTROL PERMITTING (IF APPLICABLE)

Texas Security License: DataVox is a Class B licensed (B16503) and certified private security company by the Texas Department of Public Safety. DataVox is required to abide by Texas Administrative Code and Texas Occupations Code, Chapter 1702 for access control and alarm related services.

Access Control Permitting: Access control will require a standalone access control permit (separate from Certificate of Occupancy permit). Access control permitting and code requirements vary slightly between the AHJ of the project location. Once the project is approved by Customer, DataVox will gather the required documentation and submit for lock permitting with the AHJ based on specific code requirements. Timeline for permitting approval is subject to AHJ resources and typically takes 4-8 weeks. Once plans are submitted to the AHJ, any changes will require re-submission and additional costs.

Access Control Inspection & Other Trades: The AHJ may require an onsite lock inspection for electronic access control devices prior to system being allowed into service. During this phase, the Fire Marshall will review lock permit drawings, ensure correct lock installation, verify locks integration into Fire Alarm System and review general traffic flow through exit routes. Upon passing inspection, Fire Marshal will provide approval notice and authorize system activation. DataVox is not responsible for failed inspections due to other trades or general building issues such as missing fire alarm equipment, incorrect door hardware based on occupancy loads, or similar issues. All inspections are assumed to be performed during standard business hours or additional costs will apply.

Required Documents and Costs: Customer will be required to provide Certificate of Occupancy number (if applicable) and CAD (.dwg format) lighting plans with locations of fire pull stations, STI stoppers, exit signs, and sprinklers prior to permit submission. If unable to provide correct drawings, additional design fees will be billed back to Customer. **Costs per AHJ may vary, therefore, access control permit cost is not included in this scope of work and all fees and labor will be billed back to Customer at cost.**

NETWORK

Conditioned IT Environment: Customer is responsible for providing a conditioned IT environment suitable for housing network and security equipment. This includes equipment racks, cabinets, wire management, cable trays, patch panels, and dedicated power at all IDF/MDF locations. For wall mounted security panels, Customer to provide wall space in IDF with fire-rated plywood backboard, 120VAC power, normally closed fire relay, and network connectivity for security panel enclosures to Customer's local area network.

Backbone and Riser Cabling: Unless specifically included in this Scope of Work, all backbone cabling (e.g. fiber optic, coaxial, or copper riser cabling) required to connect network closets, IDFs, MDFs, or head-end equipment shall be furnished and installed by others. This includes all necessary conduit, supports, and terminations.

Active Network Equipment: Unless otherwise specified in the Scope of Work, all active network components (e.g. UPS/battery backup, workstations, monitors, KVMs, PC speakers/headsets) shall be furnished, installed, and maintained by the customer or their IT provider.

Surge Protection Requirements: Unless otherwise specified in the Scope of Work, customer is responsible for providing adequate surge protection for all security system components, including access control panels, intrusion devices, cameras, and network equipment. Surge protection must be installed at all power sources and network entry points to protect against electrical transients and ensure system reliability.

Active Directory / SSO Integration: If integration with Active Directory or Single Sign-On (SSO) is required, the customer must provide access credentials, configuration details, and IT coordination. DataVox will support integration as defined in the Scope of Work. Additional licenses may be required for AD/SSO integration.

PATHWAY AND SPECIALTY CABLING

Cable Color: DataVox uses standard YELLOW plenum security cabling for interior devices. If DataVox is providing security cabling and specific cable color is required, Customer must provide requirements prior to equipment order. Custom colors will require additional costs.

Specialty and Vertical Pathway Cabling: Any specialty cabling required for vertical or mobile infrastructure (e.g. elevator traveling cables or cabling through shafts and risers) shall be provided and installed by others. DataVox assumes all such pathways are in place and compliant with applicable codes and building standards.

Hard Lid Ceilings and Pathway Access: DataVox assumes that all cable pathways are accessible and free of obstructions. Any work requiring core drilling, conduit installation, lift equipment, or access through hard lid ceilings, fire-rated assemblies, or inaccessible spaces is excluded unless specifically included in the Scope of Work. Coordination with building management and trades for access or pathway preparation is the responsibility of the customer.

STANDARD OUT OF SCOPE ITEMS

Electrical and Conduit: Unless specifically included in this Scope of Work or subcontracted by DataVox, all related electrical infrastructure is the responsibility of others. This includes, but is not limited to, providing 110/120 VAC power circuits, conduit runs, core drilling, boring, floor boxes, back boxes, and door rough-in conduit. Additional requirements such as door cable enclosures, outdoor-rated enclosures, bollards, light poles, and gate hardware must also be furnished and installed by others. All electrical work must comply with local codes and be

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completed prior to DataVox's installation to ensure proper system integration.
Demolition or Relocation: Unless specifically stated in this scope of work, demolition, relocation, adjusting, or troubleshooting of existing security hardware is not included.
Equipment Disposal: DataVox is not responsible for transportation, storage, packaging, or disposal of decommissioned equipment.
Integrations and 3rd Party Systems: DataVox is not responsible for configuring third party systems for custom integrations
Patch and Repair: Any required patching, painting, or repairs resulting from cable pathway access in hard deck ceilings, modifications or replacements of ceiling tiles or T-bar grids, and sealing of penetrations or sheetrock restoration are the responsibility of others.

WARRANTY AND RETURNS

Standard Warranty: DataVox includes a 90-day labor warranty from the date of project completion, covering the replacement or correction of defective devices and installation-related issues. All hardware will follow the manufacturer's warranty policy. Additional extended support options and managed service options are available for additional cost.
Returns/Exchanges: Return or exchange requests must abide by manufacturer guidelines and must be submitted within required return window (typically 30 days). Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.

PAYMENT AND BILLING POLICIES

Payment Terms: Customer is responsible for reviewing and adhering to payment terms listed in this proposal. If deposit is required, DataVox will hold project scheduling and material orders under payment is received. If pricing changes occur due to deposit delays, change order will be required.
Stored Materials: DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-or offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:

- Bill of Sale identifying the materials and equipment as the property of Customer
- Evidence that all materials and equipment are insured for loss of any kind either at the stored location
- Certificate of insurance; and
- Photographic evidence of the stored materials and equipment.

Pricing Disclaimer: All pricing in this proposal is based on current distributor and manufacturer pricing as of the date of this proposal and is subject to change without notice. DataVox sources equipment from third-party distributors and manufacturers whose pricing may fluctuate due to supply chain conditions, tariffs, or distributor and/or manufacturer price adjustments. If the cost of any item in this proposal increases before order fulfillment, DataVox reserves the right to adjust pricing accordingly or to notify Customer and provide an updated proposal. This proposal does not constitute a binding price commitment until a purchase order is accepted by DataVox in writing at confirmed final pricing.

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BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous, and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking, and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90-day labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling. All hardware will abide by manufacturer's warranty.

Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** Provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** Provide a secure, climate-controlled area on-site to store equipment during the installation period. Delivery of goods, supplies, and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Workflow**: Provide availability of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the workspace during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer, or the items can be purchased from DataVox following the standard change management process.

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PROJECT PRICING SUMMARY

Total Installation Price:	$678,042.15
Grand Total:	**$678,042.15**

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PURCHASE OPTIONS

☐ **Cash Purchase Terms of Payment:**

Billing Milestones		*Amount Due*
PO Required: Progress Payments (Multiple Invoices Upon Receipt of Goods/Work Completed) - Net 30	100.00 %	$678,042.15
Total Payments (Excluding Sales Tax):		**$678,042.15**

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ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.	City Of North Richland Hills
By: _____ (Signature)	**By:** _____ (Signature)
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

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TERMS AND CONDITIONS

In addition to the DataVox Standard Terms and Conditions found at https://www.datavox.net/terms-and-conditions/, the applicable TIPS terms and conditions found at https://www.datavox.net/state-purchasing-cooperatives/tips/ apply to this Agreement. In the event of any conflict between the terms of the DataVox Standard Terms and Conditions and the TIPS terms and conditions, the TIPS terms and conditions shall prevail.

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AMENDMENT NO. 2 TO
CITY OF NORTH RICHLAND HILLS
DATAVOX, INC.
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

WHEREAS, the City of North Richland Hills ("City") and DataVox, Inc. ("Contractor") collectively referred to as the "parties," made and entered into a Cooperative Purchase Customer Agreement effective on September 4, 2024 ("Agreement"); and

WHEREAS, the Agreement involves technology solutions, products, and services provided to the City and is governed by the terms and conditions of (TIPS) 230105 ("Cooperative Entity Contract"); and

WHEREAS, the Agreement provides for a maximum expenditure amount not to exceed $709,850 in payments through May 31, 2028; and

NOW THEREFORE, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective August 10, 2026, the Cooperative Purchasing Customer Agreement is hereby amended to modify the Agreement to provide a maximum expenditure amount which shall not exceed $1,431,578 through May 31, 2028.

2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman, City Manager

Date: _____

DataVox, Inc.:

By: _____
Name, Title

Date: _____

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley A. Anderle, City Attorney

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: The Interlocal Purchasing System (TIPS) RFP 230105 Contract; DataVox Standard Terms and Conditions; DataVox Physical Security Proposal # DVXB-25014
Legal Name of Cooperative Contractor: DataVox, Inc.
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): N/A
Description of Goods or Services ("Goods or Services"): Technology Solutions, Products, and Services
Cooperative Agreement: TIPS 230105
Total Contract Price: $ 1,431,578

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

SECTION 1. TIME FOR PAYMENT AND INTEREST. The City's payments under the Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251 of the Texas Government Code. Payment shall be due within thirty (30) days of (i) the date of the City's receipt of the goods under the Agreement; (ii) the date the performance of the services under the Agreement are completed; or (iii) the date the City receives an invoice for the goods or services, whichever is later. Interest on any overdue payment shall not exceed 1% plus the prime rate as published by the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract, the Texas Government Code or this Government Rider. To the extent the Agreement requires the City to agree to a higher rate of interest than allowed by law, or to incur penalties or late fees prior to 30 days before receipt of invoice or services, any such requirements shall be null and void, are hereby deleted from the Agreement and shall have no force or effect.

SECTION 2. INDEMNIFICATION; LIABILITY; NO FUTURE DEBT.

2.1 Multiyear Contracts. If the NRH City Council does not appropriate funds sufficient to make any payment for a fiscal year after the City's fiscal year in which the Agreement becomes effective, and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Agreement shall automatically terminate at the end of the fiscal year for which funds were appropriated, in accordance with Section 5, Article XI of the Texas Constitution. The City shall have the right to terminate the Agreement at the end of any City fiscal year, without any penalty to the City, if the City Council does not appropriate sufficient funds to continue the Agreement to the next fiscal year. The City shall provide Contractor with as much advance written notice of such termination as is reasonably possible, but not less than thirty (30) days.

2.2 No Future Debt. In compliance with Section 5, Article XI of the Texas Constitution, all payment obligations of the City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable during the Term of the Agreement, or in any renewal year of the Agreement, the City shall have the right to terminate the Agreement, except for those portions of funds which have been appropriated prior to termination. To the extent the Agreement requires the City to agree to the creation of future debt for which funds are not appropriated, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

2.3 INDEMNIFICATION AND LIABILITY. CONTRACTOR SHALL BE LIABLE FOR, AND SHALL INDEMNIFY AND HOLD THE CITY ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES (collectively "CITY INDEMNITEES") HARMLESS FROM ANY INJURY, LOSS OR DAMAGE DUE TO, OR ARISING OUT OF, THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF CONTRACTOR. TO THE EXTENT THE AGREEMENT REQUIRES THE CITY TO INDEMNIFY, DEFEND AND/OR HOLD CONTRACTOR OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, VOLUNTEERS, OR REPRESENTATIVES (collectively the "CONTRACTOR INDEMNITEES") HARMLESS, THE CITY SHALL NOT BE REQUIRED TO DEFEND ANY CONTRACTOR INDEMNITEE UNDER THE AGREEMENT AND THE CITY SHALL ONLY INDEMNIFY OR HOLD ANY INDEMNITEE HARMLESS TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ONLY TO THE EXTENT SUCH INJURY, LOSS, OR DAMAGE IS DUE TO THE NEGLIGENT ACTS OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CITY. THE CITY SHALL NOT BE UNDER ANY OBLIGATION TO CREATE ANY SINKING FUND TO SATISFY ANY OBLIGATION TO INDEMNIFY UNDER THE AGREEMENT. NOTWITHSTANDING ANY OF THE FOREGOING, IN NO EVENT SHALL THE CITY'S LIABILITY EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CITY UNDER THE AGREEMENT FOR THE PREVIOUS TWELVE MONTH PERIOD. IN NO EVENT SHALL EITHER PARTY BE

LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE AGREEMENT. THIS PROVISION SHALL SUPERSEDE ANY OTHER PROVISION OF CONTRACTOR IN ANY SEPARATE AGREEMENT, TERMS AND CONDITIONS, QUOTE OR INVOICE.

SECTION 3. TERMINATION. Notwithstanding Section 2 above, and unless otherwise specifically agreed to by the parties, either party may terminate this Agreement by providing thirty (30) days prior written notice of such termination to the other party. Termination pursuant to this Section shall not relieve the Contractor of any obligation or liability that has accrued prior to cancellation. City shall pay Contractor for any services performed up to the effective date of such termination. **This Agreement is subject to termination, without penalty, at any time the City deems the Contractor to be non-compliant with contractual obligations.** Unless otherwise specifically agreed to by the parties in writing, to the extent the Agreement requires the City to (i) agree to a shorter termination period than thirty (30) days; (ii) agree to automatic renewals not included as a part of the "Term of the Agreement" listed above in this Government Rider; or (iii) incur a termination penalty, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman
City Manager

Date: _____

Or Designee:

By: _____ Date: _____
Name:
Title:

DATAVOX, INC.

By: _____
Name:
Title:

Date: _____

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley A. Anderle
City Attorney

AMENDMENT NO. 1 TO
CITY OF NORTH RICHLAND HILLS
DataVox, Inc.
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

WHEREAS, the City of North Richland Hills ("City") and DataVox, Inc. ("Contractor") collectively referred to as the "parties," made and entered into a Cooperative Purchase Customer Agreement effective on October 28, 2024 ("Agreement"); and

WHEREAS, the Agreement involves Technology Solutions, Products, and Services provided to the City and is governed by the terms and conditions of The Interlocal Purchasing System (TIPS) 230105 ("Cooperative Entity Contract"); and

WHEREAS, the Agreement provides for a maximum expenditure amount not to exceed $49,999 in payments annually for 4 year(s) through May 31, 2028; and

NOW THEREFORE, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective November 11, 2024 the Cooperative Purchasing Customer Agreement is hereby amended to modify the Agreement to provide a maximum expenditure amount which shall not exceed $709,850 through May 31, 2028.

2. All other provisions of the Agreement that are not expressly amended herein shall remain in full force and effect.

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman, City Manager

Date: 11/12/24

APPROVED TO FORM AND LEGALITY:

By: _____
Cara White, City Attorney

DataVox, Inc.

By: DocuSigned by: Mike Bebczuk 02EB091B5DC1484... Mike Bebczuk
Name, Title

Date: 10/28/2024 | 11:53 AM CDT

ATTEST:

By: _____
Alicia Richardson, City Secretary/Chief Governance Officer

CITY OF NORTH RICHLAND HILLS, TEXAS

NRH Council Action (Y) / N

Date Approved 11·12·2024

Agenda No. F.1

Ord / Res No. _____

Docusign Envelope ID: DE518D70-78B4-47C3-854C-27E164A58FA0

City Secretary Office
Official Record Copy

NRH
NORTH RICHLAND HILLS

(APPENDIX H TO THE PURCHASING POLICY AND PROCEDURES MANUAL)
CITY OF NORTH RICHLAND HILLS
COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** (**"Customer Agreement"**) is entered into by and between **DataVox, Inc.**(**"Vendor"**) and the **City of North Richland Hills,** (**"Customer"** or **"Authorized Customer"**), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the **The Interlocal Purchaisng System (TIPS)** ("Cooperative Entity") and Vendor, Contract No. **TIPS 230105**, as amended, (the "Agreement") with an expiration date of **5/31/2028**. This Customer Agreement includes and shall be governed by (i) the terms and conditions of the Agreement, which are incorporated herein by reference and available online at https://www.tips-usa.com/assets/Vendorspdf/230105_CONTRACT_Technology_Solutions_DataVox.pdf or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. **DVXB-21501**, if applicable, and (iii) the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills Contracts, if applicable, all of which are attached hereto and/or incorporated herein by reference. Authorized Customer is eligible and desires to purchase **technology solutions products and services** pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity and will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement shall not exceed $ **49,999.00** ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☐ ***Single Purchase Contract*** –The Term shall not exceed one (1) year, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract*** – The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY **23-24**. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ ***Multi-Year Contract*** – The Term shall be for **4** year(s) expiring on **May 31, 2028**. This Customer Agreement may be renewed for **a one-year consecutive option for renewal**. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty.

☐ ***Emergency Purchase*** – Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Government Rider - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ ***Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas*** – If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall separately execute the Government Contract and Purchasing Rider for Contracts with the City of North Richland Hills, Texas ("Government Rider"). Such applicable terms and conditions as set forth in the Government Rider shall supersede any conflicting terms of the Vendor's terms and conditions, and such Government Rider shall control. The Government Rider is attached hereto, incorporated herein by reference and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this **4** day of **September** 20 **24.**

[Signature Page Follows]

City Secretary Office
Official Record Copy

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:
APPROVED: I certify that funds are currently available for this purchase.
☐ **(Check the box if $3,000 or less)**

By: Eva G. Ramirez Digitally signed by Eva G. Ramirez Date: 2024.10.09 08:46:13 -05'00'
Eva Ramirez, Purchasing Manager

Department Director:

By: _____
Printed Name:
Department:

APPROVED:

By: Paulette A. Hartman Date: 10/16/24
Paulette A. Hartman, City Manager

Or Designee:

By: _____ Date: _____
Name:
Title:

ATTEST:

By: Alicia Richardson
Alicia Richardson, City Secretary/Chief Governance Officer

By: _____
Traci Henderson, Assistant City Secretary

CITY OF NORTH RICHLAND HILLS, TEXAS

NRH City Council Action: Y ☐ N ☑

Date Approved: 10.16.24

Agenda Item No: —

Ord/Res No. —

APPROVED TO FORM AND LEGALITY:

By: Bradley Anderle
Bradley Anderle
City Attorney

By: _____

DataVox, Inc.:

By: DocuSigned by: Mike Bebczuk 02EB091B5DC1484...
Name: Mike Bebczuk
Title: Vice President
Date: 09-12-2024

Docusign Envelope ID: DE518D70-78B4-47C3-854C-27E164A58FA0

City Secretary Office
Official Record Copy

NRH
NORTH RICHLAND HILLS

GOVERNMENT CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the Contractor, Consultant, Vendor, or other party identified below (collectively "Contractor"), agrees that the terms and conditions herein shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. The terms are conditions herein are BINDING and SUPERSEDE any and all other terms and conditions whether oral or written in any separate agreement or found on Contractor's website or other electronic platform.

APPLICATION. This **GOVERNMENT CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF NORTH RICHLAND HILLS, TEXAS** ("Government Rider") applies to, is considered a part of, is incorporated into, and takes precedence over any conflicting provision in, or attached to, the Response to Solicitation or Bid, Contract or Purchase Order, Agreement for Purchase or Sale, Standard Terms and Conditions, Quote, Invoice, or other applicable agreement of the Contractor (collectively the "Agreement"), to which this Government Rider is attached and described as follows:

Title of Agreement with Additional Terms: | DataVox, Inc. Physical Security Proposal |
Legal Name of Cooperative Contractor: | DataVox, Inc. |
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): | N/A |
Description of Goods or Services ("Goods or Services"): | Technology Solutions Products and Services |
Cooperative Agreement: | TIPS 230105 |
Total Contract Price: $ 49,999 |

Notwithstanding any language to the contrary in the attached Agreement between Contractor and the **City of North Richland Hills ("City")**, individually referred to as a "party" and collectively referred to as the "parties," the parties stipulate by evidence of execution of this Government Rider below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Government Rider below shall be applicable to and shall modify and supersede the Agreement as set forth below:

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City Secretary Office
Official Record Copy

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SECTION 4. INSURANCE. The City is a Government entity under the laws of the state of Texas, and pursuant to Chapter 2259 of the Texas Government Code, "Self-Insurance by Government Units," the City is self-insured and therefore is not required to purchase insurance. The City shall not be required to purchase an insurance policy under this Agreement. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. The City will provide a letter of self-insured status as requested by Contractor.

SECTION 5. CONFIDENTIALITY. The City is a Government entity under the laws of the State of Texas and all documents or information held or maintained by the City are subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"). To the extent any provision in the Agreement attempts to prevent the disclosure of information that is subject to public disclosure under federal or Texas law, including any provision that prohibits disclosure of the terms and conditions of the Agreement, such provision is invalid. Any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 6. TAX EXEMPTION. The City shall not be liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes, pursuant to Section 151.309 of Title 3, Texas Tax Code, and federal excise tax, pursuant to Subtitle D of the Internal Revenue Code. Accordingly, those taxes shall not be added to any goods or services under the Agreement. The City shall furnish a copy of the applicable tax exemption certificate upon request from Contractor. If the City is billed for any taxes not in compliance with this Section 6, the City shall be authorized to remit payment less the taxes imposed.

SECTION 7. GOVERNING LAW AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and the state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent this Agreement is required to be governed by any state law other than Texas or venue in any jurisdiction other than Tarrant County, any such requirement in the Agreement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 8. ATTORNEYS' FEES; PENALTIES; LIQUIDATED DAMAGES: The City shall only be liable for attorneys' fees for breach of this Agreement to the extent such attorneys' fees are reasonable and necessary and equitable and just as authorized by Section 271.153 of the Texas Local Government Code. To the extent the attached Agreement requires the City to pay attorneys' fees for any action contemplated or taken, or to incur penalties or liquidated damages in any amount not authorized by Section 271.153, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 9. SOVEREIGN IMMUNITY. Nothing in the Agreement, or herein in this Government Rider, constitutes a waiver of the City's sovereign immunity. To the extent the Agreement requires the City to waive its rights or immunities as a government entity, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 10. ASSIGNMENT. To the extent the Agreement addresses the right to assign any rights or interest in the Agreement to another party, such right of assignment shall be reciprocal, and neither party shall have the right to assign or transfer any of its rights or interests in the Agreement without the express prior written consent of the other party. Notwithstanding, the Contractor shall have the right to assign the Agreement to any entity in which it is a recognized legal affiliate or subsidiary or which such entity obtains a majority interest without the consent of the City; however, Contractor shall give the City at least thirty (30) days' written notice of any such assignment or transfer of interest.

SECTION 11. RIGHT TO TRIAL BY JURY. The City reserves its right to settle disputes by trial by jury. Any such provision in the Agreement that requires the City to waive its right to a trial by jury shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 12. ALTERNATIVE DISPUTE RESOLUTION. To the extent the Agreement requires all disputes to be resolved by binding arbitration, any such provision shall be null and void, is hereby deleted from the Agreement and shall have no force or effect. Prior to instituting litigation under the Agreement, the parties may agree to mediation upon written mutual consent. Any such mediation shall be governed by the applicable rules of the American Arbitration Association, with mediation being held in Tarrant County, Texas. Each party shall share equally in the costs of the mediator, and shall be responsible for its own attorney's fees and expenses.

SECTION 13. LIMITATION ON CLAIMS. Any claim for breach of this Agreement shall be brought within four (4) years in accordance with Texas Civil Practices and Remedies Code Sec. 16.004 and Texas Business and Commerce Code Sec. 2.725. To the extent the Agreement requires a shorter period for limitation on claims, any such requirement shall be null and void, is hereby deleted from the Agreement and shall have no force or effect.

SECTION 14. FORCE MAJEURE. Either party may terminate this Agreement and shall not be liable for any alleged damages or loss due to failure to perform its obligations under this Agreement if the performance is delayed or canceled by reason of a Force Majeure event, including but not limited to, war; civil commotion; acts of God; inclement weather; Government restrictions, regulations, or interferences; fires; labor strikes; material shortages; lockouts, national disasters; epidemics; pandemics; riots; transportation restrictions; or any other circumstances which are reasonably beyond the control of the party.

City Secretary Office
Electronic Copy

SECTION 15. RIGHT TO AUDIT. The City shall, until the expiration of three (3) years after final payment under the Agreement, have the right to access and the right to examine and photocopy any directly pertinent books, documents, papers and records, whether electronic or hardcopy (collectively "Records") of Contractor involving transactions under this Agreement to ensure compliance herewith. The City shall have the right to access Contractor's Records during normal working hours and shall provide Contractor with reasonable advance notice of intended audits, but not less than ten (10) business days.

SECTION 16. SUCCESSORS AND ASSIGNS. The parties each bind themselves and their successors, executors, administrators and assigns to this Agreement and to all covenants of this Agreement hereafter.

SECTION 17. CITY'S LOGO OR MARKS. The City's logo is protected by applicable federal and state copyright and trademark laws. Contractor may not use the City's name in a demeaning, obscene or detrimental manner as determined by the City in its sole discretion, and Contractor shall not use the City's logo in any manner, except as specifically approved by the City in writing.

SECTION 18. RIDER CONTROLLING: If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

By signature below of an authorized representative, the parties hereby accept and agree to the terms and conditions set forth in this Government Rider.

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette A. Hartman
City Manager

Date: 10/16/24

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

CITY OF NORTH RICHLAND HILLS, TEXAS

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderle
City Attorney

DATAVOX, INC.

DocuSigned by:

By: Mike Bebczuk
02EB0918B5DC1484...

Name: Mike Bebczuk
Title: Vice President, Building Technology Solutions

Date: 9/12/2024 | 3:48 PM CDT

NRH Council Action Y (N)

Date Approved 10·16·24

Agenda No. —

Ord / Res No. _____

Docusign Envelope ID: 69E50FE6-75C8-49EF-AD2E-F885FDDFC1EA

City Secretary
Official Copy

Physical Security Proposal

for

City Of North Richland Hills

Library Camera Replacement Project - Phase 1

DVXB-21501

Revision : 1 Last Modified : 9/26/2024

Note: This proposal is valid until 10/26/2024

DataVox TXDPS License B16503

Account Manager

Tanya Irwin

System Design

John Liput

TIPS

THE INTERLOCAL PURCHASING SYSTEM

TIPS Contract Number: 230105

DataVox

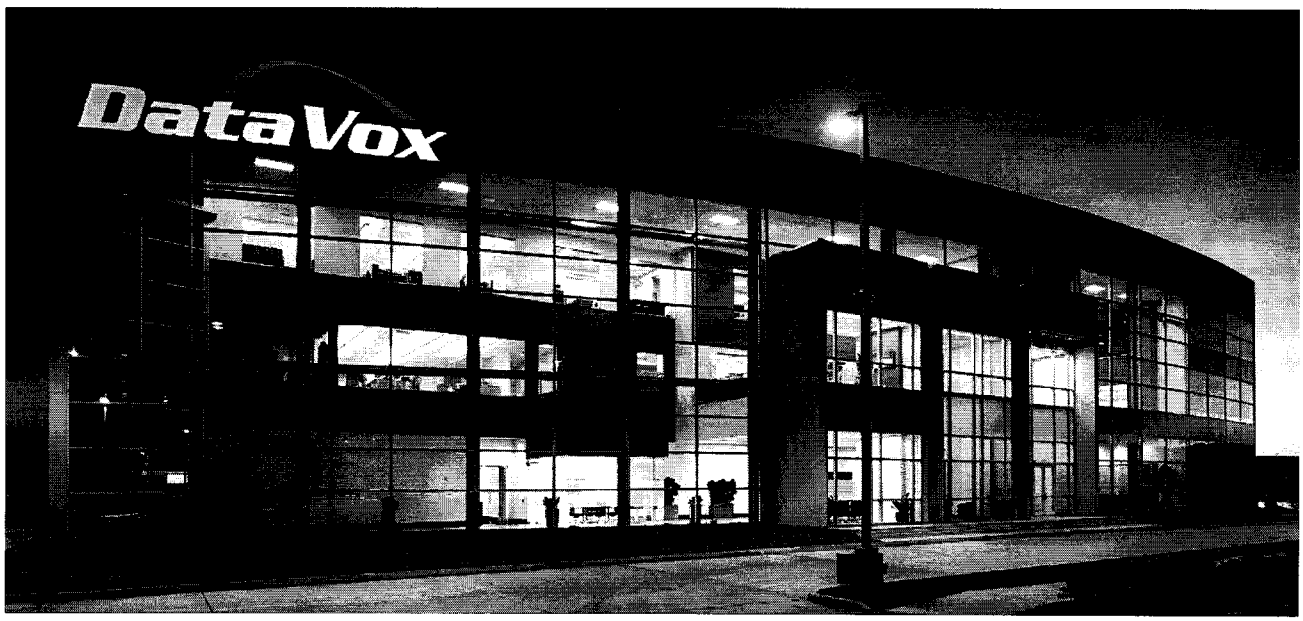
6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700

Docusign Envelope ID: 69E50FE6-75C8-49EF-AD2E-F885FDDFC1EA

DataVox Corporate Profile

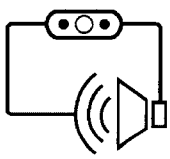
Advanced Technology Solution Partner Since 1988



DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services



Audio Visual



Cisco Systems



Cloud Solutions



Cyber Security



Data Center Technologies



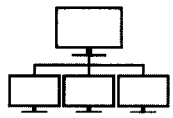
IT Support & Managed Services



Mobility



Network Cabling



Network Technology



Phone Systems



Physical Security



Smart Building

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LOCATION SUMMARY

Location	Price
Video Surveillance	$8,825.62
Total Price (Excludes Sales Tax):	**$8,825.62**

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BILL OF MATERIALS

Video Surveillance		Equipment	Labor
Video Surveillance Software Programming			
1	**DataVox** Security Programming Labor	$0.00	$645.00
5	**OFE** Owner Furnished Existing Camera License and Manufacture Software Maintenance (if Required)	$0.00	$0.00
		Equipment:	**$0.00**
		Labor:	**$645.00**
		Video Surveillance Software Programming	**$645.00**
Video Surveillance Cameras			
1	**DataVox** Miscellaneous Hardware For Mounting Components	$475.54	$0.00
3	**Panasonic i-PRO** M-87-V Indoor/ Outdoor Motorized Varifocal 4K/8MP IR Vandal Dome Camera with 2.88mm-12mm Lens, 120db WDR	$1,157.91	$601.10
2	**Panasonic i-PRO** WV-S4176A - 12MP Indoor 360-Degree Fisheye Camera, w/ Nondirectional Electret Condenser Microphone, Built-in FIPS 140-2 Level 3 Certified SecureElement, NDAA Compliant	$1,280.22	$801.44
		Equipment:	**$2,913.67**
		Labor:	**$1,402.54**
		Video Surveillance Cameras	**$4,316.21**
Network Equipment			
1	**OFE** Owner Furnished Patch Panels, Rack Equipment, Mounting Hardware, and Cable Tray	$0.00	$0.00
1	**OFE** Owner Furnished POE Network Switches for Security Devices in MDF/IDF Locations	$0.00	$0.00
1	**OFE** Owner Furnished and Installed Server and Storage with included Video Management and/or Access Control Software	$0.00	$0.00
		Equipment:	**$0.00**
		Labor:	**$0.00**
		Network Equipment	**$0.00**
Security Cabling			

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10	**DataVox** 5' Slim Cat 6 Patch Cable - Yellow	$64.00	$61.40
5	**DataVox** Miscellaneous Pathway Support and Cabling Material	$19.14	$0.00
1500	**General Cable** GenSPEED 6® - Cat 6 Cable, Plenum - Yellow	$570.00	$1,996.51
5	**Panduit** NetKey® 2-Port Surface Mount Box - White	$8.25	$92.15
5	**Panduit** NetKey® Cat6 Punchdown Jack - Yellow	$25.65	$102.40
		Equipment:	**$687.04**
		Labor:	**$2,252.46**
		Security Cabling	**$2,939.50**

DataVox Management Services

1	**DataVox** Solution Architect Design and Engineering Services	$0.00	$143.44
1	**DataVox** Project Management Services - Planning, Scheduling, Order Processing, Construction Meetings and Close Out Design and Engineering Services - CAD/ Visio As-Built Drawings, Product Detail Information, and Configuration Documentation Commissioning Services - Testing, Tuning, and End User Training	$0.00	$743.75
1	**DataVox** Security Shipping and Handling Charges	$37.72	$0.00
		Equipment:	**$37.72**
		Labor:	**$887.19**
		DataVox Management Services	**$924.91**
		Equipment:	**$3,638.43**
		Labor:	**$5,187.19**
		Total:	**$8,825.62**

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ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Physical Security proposal.

- **Security Cameras:** Customer to provide all required IP addresses for cameras prior to installation, including subnet and default gateway. All exterior cameras will be mounted at a height of 12 to 14 feet from the ground. All cameras will be within 300ft of a network IDF/ switch when running category 6 cable segments. This scope of work includes aim, focus, and one time refocus of cameras to refine customer desired field of views. Additional modifications of cameras may require change order. Cameras included in this scope of work are designed for general surveillance at agreed upon locations. If specialty cameras, such as Pan/Tilt/Zoom, Facial Recognition, or License Plate Recognition cameras, are needed change order will be required.
- **Network Connectivity:** Administrative and remote VPN access to Customer's network is to be provided to DataVox during installation. Active network hardware and connectivity, such as but not limited to internet service, network connectivity between multiple IT closets or buildings, and fiber/copper backbone is to be provided by others.
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, patch panels, POE switches, and UPS/ battery back-up are to be provided and installed by others.
- **Server and Storage:** DataVox scope of work assumes Customer providing server/VM that meets manufacture recommended requirements. Customer responsible for video storage and DataVox can provided recommended sizing based on retention needs. Customer is responsible for server maintenance, upgrades, patches, backups, disaster recovery, and installing anti-virus/malware software on provided equipment to ensure optimum performance.
- **Cabling:** DataVox scope of work includes providing and installing security Cat 5e/6 cabling for camera/IP device locations including patch cables, security 18 AWG or industry standard composite cabling for access control, and security 18 AWG cabling for intrusion devices. If specific cable color is required and not included in this scope, change order may be needed. If required, elevator traveling cable to be provided by others. Existing cabling intended to be reused is assumed to be functioning properly today with proper installation and slack for connecting new devices or change order may be required.
- **Lift Rental:** Scissor and/or boom lift rental and fuel costs are not included in the project. If lift is required, customer is responsible for providing a lift accessible for the duration of the project. If the customer is unable to provide the required lift, DataVox will provide and bill back costs to the Customer.
- **Conduit:** All conduit, coring, boring, floor cores, back boxes, door rough in conduit, door cable enclosures, outdoor rated enclosures for all security devices will be provided by others. All conduits must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Equipment such as pedestals, concrete, bollards, motors, gate hardware, and poles are not included in this scope of work. Conduit pipe and junction boxes for garage, stairwells, high ceiling, and/or warehouse mounted devices as required will be provided by others. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **System Training:** No training is included in this scope of work.
- **Stored Materials:** DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-or offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:
  - Bill of Sale identifying the materials and equipment as the property of Customer
  - Evidence that all materials and equipment are insured for loss of any kind either at the stored location
  - Certificate of insurance; and
  - Photographic evidence of the stored materials and equipment.
- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

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Acknowledged and Accepted *Initial*

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BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous, and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking, and other charges imposed by suppliers.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 90-day labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling. All hardware will abide by manufacturer's warranty.

Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** Provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** Provide a secure, climate-controlled area on-site to store equipment during the installation period. Delivery of goods, supplies, and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Workflow**: Provide availability of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the workspace during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer, or the items can be purchased from DataVox following the standard change management process.

Acknowledged and Accepted

Initial

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PROJECT PRICING SUMMARY

Total Installation Price:	$8,825.62
Grand Total:	**$8,825.62**

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Purchase Options

☐ **Cash Purchase Terms of Payment:**

Billing Milestones		***Amount Due***
PO Required - Progress Payments (Multiple Invoices Upon Receipt of Goods/Work Completed) - Net 30	100.00 %	$8,825.62
Total Payments (Excluding Sales Tax):		**$8,825.62**

Acknowledged and Accepted PAA
Initial

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ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS PHYSICAL SECURITY PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.

By: DocuSigned by: Mike Bebczuk 02EB001B5DC1484... (Signature)

Name: Mike Bebczuk

Title: Vice President, Building Technology Solutions

Date: 10/10/2024 | 1:52 PM CDT

City Of North Richland Hills

By: (Signature)

Name: Paulette Hartman

Title: City Manager

Date: 10/16/24

ATTEST:

Alicia Richardson

City Secretary/Chief Governance Officer

CITY OF NORTH RICHLAND HILLS, TEXAS

NRH Council Action Y / N

Date Approved 10.16.24

Agenda No. —

Ord / Res No. —

APPROVED AS TO FORM AND LEGALITY:

Bradley Anderle, City Attorney

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TERMS AND CONDITIONS

This document defines additional terms and conditions that shall govern the execution of all scopes of work.

1. Construction
This writing constitutes additional terms and conditions between DataVox and Customer and is in addition to the terms and conditions set forth in the TIPS contract with DataVox which is incorporated by reference. A copy of this contract may be found online at https://www.datavox.net/state-purchasing-cooperatives/tips/. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

2. Software Defect Resolution
DataVox shall use its best commercial efforts to troubleshoot software issues that may arise during the project. If a software issue is determined to be a software defect (previously documented or newly discovered), resolution of said issue is expressly outside of the scope of work. Issues of this kind do not constitute a valid reason for non-payment in full.

It is the responsibility of the customer and software manufacturer to resolve the issue. Should the Customer want DataVox to be involved in the process to downgrade, update, upgrade and/or test software releases, the Customer may authorize the out of scope expenses using the standard project change request process.

3. Limitation and Exclusion of Warranties
Except as otherwise provided herein, DataVox hereby warrants the described equipment against defective parts from the date of installation for the period specified by the manufacturer; and warrants that the installation of said equipment shall be performed in a workmanlike manner. Customer acknowledges that DataVox may provide products and services manufactured or provided by others. DataVox makes no independent warranty with respect to such products and services provided by third parties. Customer acknowledges and agrees that DataVox shall have no responsibility or liability for products or services manufactured or provided by any third party. Subject to payment by Customer of all amounts due under this Agreement, DataVox hereby transfers any transferable warranties from the manufacturers of products and services provided under this Agreement. Customer's exclusive remedy under these warranties shall be the repair and replacement by DataVox at the expense of DataVox of non-conforming equipment or parts thereof with reasonably equivalent equipment or parts; unless, however, the equipment or any part thereof is damaged or rendered unserviceable as a result of Customer's negligence, abuse, mishandling, attempting to connect the equipment to direct current, or damaged by lightning or acts of God in any of which case or cases, DataVox shall have no obligations to Customer.

DataVox recommends that all DataVox installed systems be equipped with battery backups. If the Customer disregards this recommendation; and a failure is directly attributed to not having a battery backup, such service as may be required will be billed for time and materials, as a TIPS contract sale, billed at the agreed upon TIPS prices.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY DATAVOX, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

Voice and data transmission are provided by third parties, such as a telephone company or over the internet. Accordingly, DataVox cannot warrant that such transmission will always be available or will be of acceptable quality. In particular, if Customer elects to use the Voice over Internet Protocol (VoIP) to transmit voice over the internet, Customer may experience (i) transmission that is not of uniform, reliable or acceptable quality; (ii) inability to connect directly to emergency and "911" services; and (iii) inability to connect to directory and operator assistance. Customer should be aware that VoIP service is not regulated by the Federal Communications Commission (FCC) and the FCC does not provide certain consumer safeguards that are available in the traditional telephone environment.

Only DataVox may perform service or maintenance on equipment covered by this warranty. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS WARRANTY WILL BE NULL AND VOID IF ANY PERSON OTHER THAN A DATAVOX EMPLOYEE PERFORMS ANY SERVICE OR MAINTENANCE WORK ON THE EQUIPMENT COVERED BY THIS WARRANTY. In such event,

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DataVox shall have no further obligation or liability under this warranty.

4. Waiver, Amendment, Notice, Termination
Any waiver of rights hereunder or any amendment or requirement of notice of termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

5. Risk of Loss; Non-Performance by Telephone Company and Others
Upon installation of the Equipment, Customer shall bear the risk of loss regardless of any breach by DataVox of any provisions hereof. Although DataVox, Inc. will or may assist Customer by coordinating initiation or transfer of service through telephone companies or other third parties, Customer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Customer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

6. Limitations of Liability
In no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against DataVox.

7. Virus Protection
Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that DataVox, Inc. shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

8. Data Back-up
Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Customer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up for systems covered under warranty or maintenance. Any additional programming due to out of date database will not be covered under warranty or maintenance and will be billed on an hourly basis as a TIPS contract sale, at the agreed upon TIPS prices. Customer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation process, or for any consequential damage resulting from any such loss of data.

9. Attorney's Fees
Only if ordered by a court of competent jurisdiction, Customer shall pay to DataVox all attorney's fees, court costs, and all other expense, which may be incurred by DataVox in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

10. Severability
This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.

11. Payment Terms
The balance due after required deposit will be progress-billed based on achieved milestones determined by DataVox. All DataVox invoices to the Customer are due and payable net 30 days from the invoice date, or as provided by the Texas Prompt Payment Act, Texas Gov't Code §2251 et seq. The Customer agrees to pay DataVox interest on all past due amounts at a rate of 1.5% per month (18% per annum), but not to exceed the amount permitted by the applicable law of the jurisdiction where

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Customer resides. Deposit payments must be received by DataVox before commencement of a project. The payment terms of this contract are subject to change by DataVox at any time based on a review of the customer's credit.

13. Work Hours

DataVox has priced the professional service proposal assuming that all work will be done during normal business hours which DataVox defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which DataVox will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs which shall not exceed the pricing proposed to TIPS. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.

14. Travel

The Customer will be billed for time travelled and travel Expenses greater than 70 miles one way from the nearest DataVox facility. The Customer will be billed for the Time Travelled by each DataVox employee at half the cost of the DataVox billable rate per hour. This includes, for example, time spent on an airplane or driving in a car, or as proposed and awarded per the SOW.

Travel Expenses will be billed back to the Customer as incurred. These expenses will include airfare (coach) and mileage reimbursement (lodging, transportation, parking, and per diem.) DataVox adheres to the mileage reimbursement and per diem rates determined by the U.S. General Services Administration (GSA). These rates can be referenced on the GSA website, or as proposed and awarded per the SOW.

15. Return Material Authorization

DataVox has a Return Material Authorization policy that explains product returns. Approval to return defective and non-defective products is at the sole discretion of DataVox. Products that are defective or dead on arrival (DOA) will be repaired, replaced, or credited according to the manufacturer's warranty. Products that are non-defective that are unopened and unused and can be resold as new may be returned subject to a fifteen percent (15%) restocking fee. Any custom ordered product cannot be returned. Additional detail concerning the DataVox Return Material Authorization policy is available upon request.

16. Currency

Unless otherwise specified, all currency listed in DataVox documentation is in US dollars.

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City Secretary Office
Official Record Copy

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

DataVox, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS.** APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F). HOWEVER, IN NO INSTANCE SHALL VENDOR BE RESPONSIBLE FOR DEFENDING OR LIABLE FOR THE WILLFUL MISCONDUCT, NEGLIGENCE, OR GROSS NEGLIGENCE OF ANY THIRD PARTY.

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

DocuSign Envelope ID: B58AC003-7E70-4BB5-86C0-05641848255D

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: DataVox, Inc.

Vendor Address: 6650 W. Sam Houston Parkway South

City: Houston State: Texas Zip Code: 77072

Vendor Authorized Signatory Name: Neil Ferguson

Vendor Authorized Signatory Title: Senior Vice President of Marketing

Vendor Authorized Signatory Phone: 713-881-7107

Vendor Authorized Signatory Email: Neil@datavox.net

Vendor Authorized Signature: DocuSigned by: Neil Ferguson 9F47FC05F05D41A... Date: 2/15/23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105
DataVox
DataVox, Inc
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

DataVox Information

Contact: Neil Ferguson
Address: 6650 W Sam Houston Parkway S
Houston, TX 77072
Phone: (713) 881-5300 x7107
Email: neil@datavox.net
Web Address: www.datavox.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Neil Ferguson
Signature

neil@datavox.net
Email

Submitted at 2/16/2023 09:38:59 AM (CT)

Requested Attachments

Pricing Form 1 — 230105 Pricing Form 1_DataVox.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Pricing Form 2_DataVox.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — 230105 Vendor Agreement_DataVox.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230105 Vendor Agreement Signature Form_DataVox.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — 230105 Reference Form_DataVox.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — 230105 Required Confidentiality Claim Form_DataVox.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ — Conflict of Interest Questionnaire - Form CIQ_DataVox.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

Disclosure of Lobbying Activities - Standard Form - LLL_DataVox.pdf

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

DataVox W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

230105 Vendor Agreement_DataVox Proposed Contract Language (Deviations).docx

DataVox proposed additional language to contract.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Since 1988, DataVox has served the state of Texas, specializing in advanced business technology solutions, including audio visual, cloud solutions, data center technologies, network infrastructure, cyber security, network cabling, phone systems, access control, security cameras, smart building technologies, and IT Managed Services. Over the years, DataVox has received many awards, certifications and recognitions for its knowledge, expertise and service to these business communities, including multiple Cisco partnership and excellence awards and certifications. The DataVox Technology Center, and main offices are located in Houston, Texas, with a branch office Arlington, Texas. By appointment, businesses are able to tour our facilities and see demonstrations of the many advanced business technology solutions and DataVox specialized services, available for improving and safeguarding their business operations.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Neil Ferguson

7 Primary Contact Title

Primary Contact Title

Senior Vice President of Marketing

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

Neil@datavox.net

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7138817107

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8328683746

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

John Layton

13 **Secondary Contact Title**

Secondary Contact Title

VP Audio Visual Services

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

john@datavox.net

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7138817105

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138817105

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Corey Gurney

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

coreyg@datavox.net

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138817029

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Neil Ferguson

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

neil@datavox.net

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138817107

24 **Company Website**

Company Website (Format - www.company.com)

www.datavox.net

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

DataVox, Inc.

26 **Primary Address**

Primary Address

6650 W. Sam Houston Parkway South

27 **Primary Address City**

Primary Address City

Houston

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77072

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Physical Security, Video Surveillance, Access Control, LPR, ALPR, Intrusion, Electrified Hardware, Camera, Gunshot Detection, Analytics, NVR / DVR, Network Video Recorder, VMS, Visitor Management, Card Reader, Motion Detection, Maglock, Strike, Keypad, Alarm System, Axis Gold Partner, Genetec Preferred Partner, Badges, Cloud Camera, Facial Recognition, Wireless Locks, Cisco, Servers, VMware, Avaya, Phone Systems, Dell EMC, Microsoft 365, Azure Subscription, Online Training, HPE, Nimble Storage, Managed Services, Cyber Security, Network Security, Design Build, Digital Signage, Audio Visual Solutions, Iot, Wayfinding Solutions, Interactive Kiosks, Corporate Messaging, System On Chip (Soc), On Prem Cloud, Content Management Systems (Cms), Cts-I, Cts-D, Cad, Revit, Osha, Crestron Master Programmer, Audio Solutions, Visual Solutions, Avixa, Rcdd, Conferencing Systems, Codec Solutions, Unified Communications Solutions, Cisco, Microsoft Teams, Huddle Spaces, Monitoring and Scheduling Software, Virtual Control Panels, Touch Screen Control, Panels, Wireless Presentations, Video Wall, Video Wall Processor, Matrix Switching, Video Systems, Control Systems, Audio Systems, Assistive Listening, Voice Tracking Microphones, Wireless Microphones, Dante Audio, Live Sound, Cameras, Mixed Use Spaces, Council Chambers, Classroom Audio, Divide/Combine Rooms, Auditoriums, Restaurants, Hospitals, Multipurpose Rooms, Houses Of Worship, Outdoor Spaces, 4k Monitors, Direct View Led, Live Sound, Technology, Interactive Displays, Wireless Content Sharing, Lecture Capturing, User Friendly Control Interfaces, One Touch Join Video, Mersive, Microsoft Surface, Avocor Display, Surface Hub, Open Collaboration, APC, CommScope, Leviton, Panduit, Superior Essex, Ortronics, Corning, Cabling, Structured Cabling, Schneider Electric, UPS, Artic Wolf, Cohesity, Crowdstrike, Fortinet, Microsoft, Palo Alto, Singlewire, Aruba, Vertiv, Valcom, Motorola, Barco, Panasonic, Planar, Sharp, LG, Sony, Samsung, Poly, Avigilon, Brivo, Hanwha, Open Path, S2, Lenel, Salient, Verkada, Zoom, Zerto, Veem, KnowBe4, Alert Logic,

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Houston

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

34

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

No

4 1 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 3 TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

5 6 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Yes

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
76	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
77	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89	**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance** Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable. Does Vendor certify? Yes
90	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. No

97 **2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

No response

98 **ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	DataVox, Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact N	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
UH Health and Biomedical Sciences Building 2	Paul Boyle	pjboyle@central.uh.edu	(713) 743-5239
City of Pearland	John Knight	jknight@pearlandtx.gov	(281) 652-1601
Conroe ISD	Greg E. Morrow	gmorrow@conroeisd.net	(936) 709-7604
Brazosport ISD	David Mendoza	david.mendoza@brazosportisd.net	(979) 730-7113
College of The Mainland	Aaron Hensley	ahensley@com.edu	(409) 933-8509

DocuSign Envelope ID: B58AC003-7E70-4BB5-86C0-05641848255D

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: DataVox, Inc.

Vendor Authorized Signatory Name: Neil Ferguson

Vendor Authorized Signatory Title: SR VP Marketing

Vendor Authorized Signatory Email: Neil@datavox.net

Vendor Address: 6650 W. Sam Houston Parkway S.

City: Houston State: Texas Zip Code: 77072

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: DocuSigned by: Neil Ferguson 9F47FC05F05D41A...

The Interlocal Purchasing System
Purchasing Made Personal

Printed 12 August 2024

www.datavox.net

DataVox Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

PAYMENT TO		TIPS CONTACT	
ADDRESS	6650 W. Sam Houston Parkway	NAME	Charlie Martin
CITY	Houston	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	77072	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N **HUB: N**

SERVING STATES
FL | TX

Overview

Since 1988, DataVox has served the state of Texas, specializing in advanced business technology solutions, including audio visual, cloud solutions, data center technologies, network infrastructure, cyber security, network cabling, phone systems, access control, security cameras, smart building technologies, and IT Managed Services. Over the years, DataVox has received many awards, certifications and recognitions for its knowledge, expertise and service to these business communities, including multiple Cisco partnership and excellence awards and certifications. The DataVox Technology Center, and main offices are located in Houston, Texas, with a branch office Arlington, Texas. By appointment, businesses are able to tour our facilities and see demonstrations of the many advanced business technology solutions and DataVox specialized services, available for improving and safeguarding their business operations.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230105

Neil Ferguson	Senior Vice	(713) 881-7107	Neil@datavox.net
John Layton	VP Audio Visual	(713) 881-7105	john@datavox.net

SAM.GOV®

City Secretary Office
Official Record Copy

DATAVOX INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
YL9GV5MAUKN6	**1VE97**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 1, 2024**	
Physical Address	Mailing Address	
6650 W Sam Houston PKWY S **Houston, Texas 77072-1527** **United States**	**6650 W Sam Houston PKWY S** **Houston, Texas 77072-1527** **United States**	

Business Information

Doing Business as	Division Name	Division Number
DATAVOX INC	**Datavox, Inc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 07	**Texas / United States**	**www.datavox.net**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 6, 2023	**Nov 2, 2023**	**Sep 20, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 1, 1988	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**
EFT Indicator	CAGE Code
0000	**1VE97**

Points of Contact

Electronic Business

Neil Ferguson

6650 W Sam Houston Parkway S
Houston, Texas 77072
United States

Neil Ferguson

6650 W Sam Houston Parkway S
Houston, Texas 77072
United States

Government Business

Neil Ferguson

6650 W Sam Houston Parkway South
Houston, Texas 77072
United States

Neil Ferguson

6650 W Sam Houston Parkway S
Houston, Texas 77072
United States

Past Performance

Neil Ferguson

6650 W Sam Houston Parkway S
Houston, Texas 77072
United States

Neil Ferguson

6650 W Sam Houston Parkway S
Houston, Texas 77072
United States

Service Classification

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541512**	**Computer Systems Design Services**
	238210	**Electrical Contractors And Other Wiring Installation Contractors**
	532490	**Other Commercial And Industrial Machinery And Equipment Rental And Leasing**
	561499	**All Other Business Support Services**
	561621	**Security Systems Services (Except Locksmiths)**

Product and Service Codes

PSC	PSC Name
7B20	**It And Telecom - High Performance Compute (Hardware And Perpetual License Software)**
7B21	**It And Telecom - Compute: Mainframe (Hardware And Perpetual License Software)**
7B22	**It And Telecom - Compute: Servers (Hardware And Perpetual License Software)**
7C20	**It And Telecom - Data Center Products (Hardware And Perpetual License Software)**
7E20	**It And Telecom - End User: Help Desk;tier 1-2,Workspace,Print,Output,Productivity Tools (Hw/Perp Sw)**
7J20	**It And Telecom - Security And Compliance Products (Hardware And Perpetual License Software)**

D300	**Information Technology And Telecommunications**
DB01	**It And Telecom - High Performance Computing (Hpc) Support Services (Labor)**
DB10	**It And Telecom - Compute As A Service: Mainframe/Servers**
DE01	**It And Telecom - End User: Help Desk; Tier 1-2, Workspace, Print, Output, Productivity Tools (Labor)**
DE10	**It And Telecom - End User As A Service: Help Desk;tier 1-2,Workspace,Print,Output Productivity Tools)**
DF01	**It And Telecom - It Management Support Services (Labor)**
DF10	**It And Telecom - It Management As A Service**
DG01	**It And Telecom - Network Support Services (Labor)**
DK10	**It And Telecom - Storage As A Service**
J063	**Maintenance, Repair, And Rebuilding Of Equipment- Alarm, Signal, And Security Detection Systems**
L063	**Technical Representative- Alarm, Signal, And Security Detection Systems**
N059	**Installation Of Equipment- Electrical And Electronic Equipment Components**
N063	**Installation Of Equipment- Alarm, Signal, And Security Detection Systems**
R430	**Support- Professional: Physical Security And Badging**

Disaster Response

This entity does not appear in the disaster response registry.

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

DataVox, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F). HOWEVER, IN NO INSTANCE SHALL VENDOR BE RESPONSIBLE FOR DEFENDING OR LIABLE FOR THE WILLFUL MISCONDUCT, NEGLIGENCE, OR GROSS NEGLIGENCE OF ANY THIRD PARTY.

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

DocuSign Envelope ID: B58AC003-7E70-4BB5-86C0-05641848255D

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: DataVox, Inc.

Vendor Address: 6650 W. Sam Houston Parkway South

City: Houston State: Texas Zip Code: 77072

Vendor Authorized Signatory Name: Neil Ferguson

Vendor Authorized Signatory Title: Senior Vice President of Marketing

Vendor Authorized Signatory Phone: 713-881-7107

Vendor Authorized Signatory Email: Neil@datavox.net

Vendor Authorized Signature: DocuSigned by: Neil Ferguson 9F47FC05F05D41A... Date: 2/15/23

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023



230105

DataVox

DataVox, Inc

Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

DataVox Information

Contact: Neil Ferguson
Address: 6650 W Sam Houston Parkway S
Houston, TX 77072
Phone: (713) 881-5300 x7107
Email: neil@datavox.net
Web Address: www.datavox.net

By submitting your response, you certify that you are authorized to represent and bind your company.

Neil Ferguson
Signature

neil@datavox.net
Email

Submitted at 2/16/2023 09:38:59 AM (CT)

Requested Attachments

Pricing Form 1 — 230105 Pricing Form 1_DataVox.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Pricing Form 2_DataVox.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — 230105 Vendor Agreement_DataVox.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230105 Vendor Agreement Signature Form_DataVox.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — 230105 Reference Form_DataVox.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — 230105 Required Confidentiality Claim Form_DataVox.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ — Conflict of Interest Questionnaire - Form CIQ_DataVox.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

Disclosure of Lobbying Activities - Standard Form - LLL_DataVox.pdf

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

DataVox W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

230105 Vendor Agreement_DataVox Proposed Contract Language (Deviations).docx

DataVox proposed additional language to contract.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Since 1988, DataVox has served the state of Texas, specializing in advanced business technology solutions, including audio visual, cloud solutions, data center technologies, network infrastructure, cyber security, network cabling, phone systems, access control, security cameras, smart building technologies, and IT Managed Services. Over the years, DataVox has received many awards, certifications and recognitions for its knowledge, expertise and service to these business communities, including multiple Cisco partnership and excellence awards and certifications. The DataVox Technology Center, and main offices are located in Houston, Texas, with a branch office Arlington, Texas. By appointment, businesses are able to tour our facilities and see demonstrations of the many advanced business technology solutions and DataVox specialized services, available for improving and safeguarding their business operations.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Neil Ferguson

7 Primary Contact Title

Primary Contact Title

Senior Vice President of Marketing

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

Neil@datavox.net

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7138817107

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8328683746

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

John Layton

13 **Secondary Contact Title**

Secondary Contact Title

VP Audio Visual Services

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

john@datavox.net

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7138817105

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138817105

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Corey Gurney

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

coreyg@datavox.net

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138817029

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Neil Ferguson

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

neil@datavox.net

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7138817107

24 **Company Website**

Company Website (Format - www.company.com)

www.datavox.net

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

DataVox, Inc.

26 **Primary Address**

Primary Address

6650 W. Sam Houston Parkway South

27 **Primary Address City**

Primary Address City

Houston

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77072

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Physical Security, Video Surveillance, Access Control, LPR, ALPR, Intrusion, Electrified Hardware, Camera, Gunshot Detection, Analytics, NVR / DVR, Network Video Recorder, VMS, Visitor Management, Card Reader, Motion Detection, Maglock, Strike, Keypad, Alarm System, Axis Gold Partner, Genetec Preferred Partner, Badges, Cloud Camera, Facial Recognition, Wireless Locks, Cisco, Servers, VMware, Avaya, Phone Systems, Dell EMC, Microsoft 365, Azure Subscription, Online Training, HPE, Nimble Storage, Managed Services, Cyber Security, Network Security, Design Build, Digital Signage, Audio Visual Solutions, Iot, Wayfinding Solutions, Interactive Kiosks, Corporate Messaging, System On Chip (Soc), On Prem Cloud, Content Management Systems (Cms), Cts-I, Cts-D, Cad, Revit, Osha, Crestron Master Programmer, Audio Solutions, Visual Solutions, Avixa, Rcdd, Conferencing Systems, Codec Solutions, Unified Communications Solutions, Cisco, Microsoft Teams, Huddle Spaces, Monitoring and Scheduling Software, Virtual Control Panels, Touch Screen Control, Panels, Wireless Presentations, Video Wall, Video Wall Processor, Matrix Switching, Video Systems, Control Systems, Audio Systems, Assistive Listening, Voice Tracking Microphones, Wireless Microphones, Dante Audio, Live Sound, Cameras, Mixed Use Spaces, Council Chambers, Classroom Audio, Divide/Combine Rooms, Auditoriums, Restaurants, Hospitals, Multipurpose Rooms, Houses Of Worship, Outdoor Spaces, 4k Monitors, Direct View Led, Live Sound, Technology, Interactive Displays, Wireless Content Sharing, Lecture Capturing, User Friendly Control Interfaces, One Touch Join Video, Mersive, Microsoft Surface, Avocor Display, Surface Hub, Open Collaboration, APC, CommScope, Leviton, Panduit, Superior Essex, Ortronics, Corning, Cabling, Structured Cabling, Schneider Electric, UPS, Artic Wolf, Cohesity, Crowdstrike, Fortinet, Microsoft, Palo Alto, Singlewire, Aruba, Vertiv, Valcom, Motorola, Barco, Panasonic, Planar, Sharp, LG, Sony, Samsung, Poly, Avigilon, Brivo, Hanwha, Open Path, S2, Lenel, Salient, Verkada, Zoom, Zerto, Veem, KnowBe4, Alert Logic,

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Houston

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

34

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

No

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Yes

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. No

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? *No response*
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	DataVox, Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact N	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
UH Health and Biomedical Sciences Building 2	Paul Boyle	pjboyle@central.uh.edu	(713) 743-5239
City of Pearland	John Knight	jknight@pearlandtx.gov	(281) 652-1601
Conroe ISD	Greg E. Morrow	gmorrow@conroeisd.net	(936) 709-7604
Brazosport ISD	David Mendoza	david.mendoza@brazosportisd.net	(979) 730-7113
College of The Mainland	Aaron Hensley	ahensley@com.edu	(409) 933-8509

DocuSign Envelope ID: B58AC003-7E70-4BB5-86C0-05641848255D

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: DataVox, Inc.

Vendor Authorized Signatory Name: Neil Ferguson

Vendor Authorized Signatory Title: SR VP Marketing

Vendor Authorized Signatory Email: Neil@datavox.net

Vendor Address: 6650 W. Sam Houston Parkway S.

City: Houston State: Texas Zip Code: 77072

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: DocuSigned by: Neil Ferguson 9F47FC05F05D41A...

NORTH RICHLAND HILLS

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Consider Resolution 2026-051, authorizing the recovery of credit and debit card processing costs through fees; establishing a maximum recovery amount of 5% of the transaction amount; authorizing the City Manager or designee to establish and implement the appropriate recovery method and amount for different departments, payment processors, and transaction types; providing for compliance with applicable laws; and providing an effective date.

PRESENTER: Trudy Lewis, Assistant City Manager

SUMMARY:

Staff recommends City Council approve Resolution 2026-051, authorizing the City to recover credit and debit card processing costs from customers through a fee not to exceed 5% of the transaction amount.

GENERAL DESCRIPTION:

As part of the City's ongoing efforts to ensure sound financial stewardship, staff is reviewing existing expenditures that may be eligible for cost recovery. The City processes payment card transactions across many departments and business operations, including utility billing, parks and recreation, municipal court, permitting and other services. These transactions are processed through multiple credit card processors and payment platforms. The City currently absorbs card processing fees associated with these payments. During the current fiscal year, the City incurred approximately $666,200 in credit card processing fees.

Because each processor and department has different processing arrangements, transaction types, and system capabilities, there is not a single recovery method that can be applied uniformly to all transactions. Additionally, the amount necessary to recover the City's processing costs also varies among departments and payment processors. Accordingly, staff does not recommend establishing a single fee that must be charged on every transaction. Depending on the payment platform, the recovery may be implemented through either a convenience fee or a service fee.

Staff recommends establishing a cost recovery fee for all credit and debit card transactions with a maximum recovery amount of 5%. The 5% maximum provides

sufficient flexibility to recover the City's actual processing costs while recognizing that the cost of processing varies among payment processors and transaction types. The proposed policy would not require the City to charge 5% on every transaction. Rather, the applicable recovery amount would be established based on the actual cost of processing.

The City Manager or designee would be authorized to establish and implement the appropriate recovery method and amount for each department, payment processor, and transaction type, provided that the amount charged does not exceed the maximum authorized by City Council and complies with applicable federal and state law. Because payment processing arrangements and technology may change over time, staff will periodically review processing costs and recovery amounts and make adjustments as necessary, provided that the recovery amount remains within the maximum authorized by City Council. It is anticipated that the recovery program will be fully implemented by September 30, 2026.

Customers can avoid the payment of credit card processing fees by using other payment methods including Electronic Funds Transfers (EFTs), check, and cash.

RECOMMENDATION:

Approve Resolution 2026-051, authorizing the implementation of a debit and credit card payment processing cost recovery program and establishing a maximum recovery amount of 5% for each transaction.

RESOLUTION NO. 2026-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING THE RECOVERY OF CREDIT AND DEBIT CARD PROCESSING COSTS THROUGH FEES; ESTABLISHING A MAXIMUM RECOVERY AMOUNT OF FIVE PERCENT (5%) OF THE TRANSACTION AMOUNT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ESTABLISH AND IMPLEMENT THE APPROPRIATE RECOVERY METHOD AND AMOUNT FOR DIFFERENT DEPARTMENTS, PAYMENT PROCESSORS, AND TRANSACTION TYPES; PROVIDING FOR COMPLIANCE WITH APPLICABLE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Richland Hills, Texas accepts credit and debit card payments for various City services including permits, utility payments, recreational activities, municipal court payments; and

WHEREAS, the City currently absorbs the payment card processing fees associated with such transactions, resulting in significant annual costs; and

WHEREAS, the City utilizes multiple payment card processors and payment platforms across various departments, and the costs and capabilities associated with processing credit and debit card transactions vary depending upon the department, processor, payment platform, transaction type, and method of payment; and

WHEREAS, City staff has determined that different departments and payment processors require different methods and amounts of cost recovery in order to appropriately recover the City's card processing costs; and

WHEREAS, the City Council desires to authorize the recovery of card processing costs from customers who elect to use a credit or debit card as a method of payment, while providing flexibility to utilize the recovery method most appropriate for the applicable department, processor, payment platform, and transaction type; and

WHEREAS, the City Council finds that establishing a maximum recovery amount of five percent (5%) of the transaction amount provides appropriate flexibility to recover applicable payment card processing costs while establishing a reasonable maximum amount that may be charged to customers; and

WHEREAS, the City Council intends that the payment card processing cost recovery program be implemented in accordance with all applicable federal and state laws, rules, regulations, and requirements governing payment processing fees, surcharges, convenience fees, service fees, and other transaction charges;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS:

SECTION 1. The City Council hereby authorizes any employee of the City collecting any fee, fine, court costs, or other charge to accept payment by credit or debit card and authorizes the City to recover payment card processing costs associated with transactions in which a customer elects to pay by credit or debit card.

SECTION 2. The maximum amount that may be recovered from a customer for payment card processing costs shall not exceed five percent (5%) of the applicable transaction amount. The maximum authorized amount is intended as a ceiling and does not require the City to charge five percent (5%) on any particular transaction.

SECTION 3. The City Manager, or designee, is hereby authorized to establish and implement the specific payment card processing cost recovery method and amount applicable to each City department, payment processor, payment platform, and transaction type, provided that:

1. The amount charged does not exceed the maximum authorized by this Resolution;

2. The recovery method is permitted under applicable federal and state law and applicable payment card rules;

3. The recovery method and amount are appropriately disclosed to customers prior to completion of the transaction; and

4. The recovery amount is directly related to the City's payment processing costs and the requirements of the payment processor or payment platform.

SECTION 4. The City Manager or designee is further authorized to utilize different recovery methods as appropriate for different departments, payment processors, payment platforms, and transaction types. Such methods may include, to the extent permitted by applicable law and payment card rules, a surcharge, convenience fee, service fee, or other appropriate transaction cost recovery mechanism.

SECTION 5. The City Manager or designee is further authorized to modify the applicable recovery method or amount as necessary to accommodate changes in payment processors, payment platforms, processing costs, technology, or applicable laws and payment card rules, provided that any recovery amount remains within the maximum authorized by this Resolution.

SECTION 6. Nothing in this Resolution shall be construed to authorize the City to impose a fee, surcharge, or other charge in a manner prohibited by

applicable federal or state law, applicable payment card network rules, or the terms of an applicable payment processing agreement.

SECTION 7. The City Manager or designee is authorized to take all actions necessary and appropriate to implement the payment card processing cost recovery program authorized by this Resolution.

SECTION 8. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and if any section, paragraph, sentence, clause, or phrase of this Resolution 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 Resolution, since the same would have been approved by the City Council without the incorporation in this Resolution of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 9. This Resolution shall become effective upon its adoption by the City Council.

PASSED AND APPROVED this 24th day of August, 2026.

CITY OF NORTH RICHLANDHILLS

_____
Jack McCarty, Mayor

ATTEST:

_____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO LEGALITY:

_____
Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

_____
Stephen Barnes, Director of Finance

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** August 24, 2026

SUBJECT: Announcements

PRESENTER:

GENERAL DESCRIPTION:

Announcements
Our next NRH Bike & Hike will be held on Tuesday, Sept. 1 at 6 p.m., starting from the NRH Centre. This monthly event is a great opportunity to get outside, be active and meet others in a fun and welcoming setting. Visit the city's website for more details.

City Hall and other non-emergency City offices will be closed on Monday, Sept. 7 for the Labor Day holiday. The NRH Centre, Iron Horse Golf Course and NRH2O will be open. Garbage and recycling will not be collected on Labor Day. Monday collections will occur on Tuesday and Tuesday collections will move to Wednesday.

Join NRH Parks & Recreation for Play Today NRH! On Saturday, Sept. 12, they will be at Adventure World Playground from 9:30 a.m. to 11 a.m. A special nature walk will leave from the pavilion at 10 a.m. We hope to see you there!

Kudos Korner
Every Council Meeting, we spotlight our employees for the great things they do. Tonight we recognize:

Spencer Lopez and Arnetta Marshall in Animal Services – A resident recently left a 5-star Google review for Animal Services Officers Marshall and Lopez, who responded to her call about a dog that was being neglected. "From the moment they arrived, they handled the situation with total professionalism, deep empathy, and genuine care for the animal's well-being. They guided me clearly through the entire process, tapped into the right resources immediately, and followed through afterward to ensure the dog received the medical attention and care it deserved. Their dedication, quick action, and thoroughness made all the difference." Keep up the great work!