



CITY OF NORTH RICHLAND HILLS  
CITY COUNCIL AGENDA  
4301 CITY POINT DRIVE  
NORTH RICHLAND HILLS, TX 76180  
MONDAY, JUNE 22, 2026

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**WORK SESSION: 5:30 PM**

Held in the Council Workroom

CALL TO ORDER

1. [Discuss items from regular City Council meeting.](#)
2. [Discuss the Fiscal Year 2027 Proposed Budget for the Special Revenue Funds.](#)
3. [Discuss proposed amendments to the City's Code of Ordinances, Chapter 50, Article IV Regulation of Sex Offender Residency.](#)
4. [Review and discuss potential amendments to Chapter 118 \(Zoning\), Sections 118-631 and 118-633 regarding data center facilities.](#)

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.

CITY MANAGER REPORT

The purpose of this item is to receive an update from the City Manager on the following:

- Utility Billing efficiency audit

## 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, \(3\) Employment Law Claim, and \(4\) Housing Finance Corporations.](#)
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, \(2\) EZ Streets Empowerment Zone, \(3\) 8021 and 8029 Main Street and \(4\) 6504, 6508, 6512 Smithfield Road and 6517 Center Street.](#)
3. [Section 551.074: Personnel Matters to deliberate the employment, evaluation, and duties of public officers or employees - City Secretary/Chief Governance Officer.](#)

**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 MITCHELL
- A.2 PLEDGE - COUNCIL MEMBER MITCHELL
- 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 June 8, 2026 City Council meeting.](#)
- B.2 [Consider Resolution 2026-037, updating authorized investment officers for the City of North Richland Hills.](#)
- B.3 [Consider Resolution 2026-038, updating authorized agents for participation in the Texas SmartBuy Membership Program.](#)
- B.4 [Authorize an Amendment to the Cooperative Purchasing Agreement with O'Reilly Auto Parts \(O'Reilly Auto Enterprises, LLC\), through Tarrant County No. F2024136, for the purchase of Heavy-Duty Equipment Truck Parts and Supplies, increasing the not to exceed total to \\$250,000.](#)
- B.5 [Authorize a Joint Administrative Agreement with Tarrant County for administration of Community Development Block Grant and approve participation in the Urban County Program for program years 2027-2029.](#)
- B.6 [Authorize payment to Bound Tree Medical, LLC for consumable medical supplies and equipment using an Interlocal Agreement with the City of Midlothian for a cumulative amount not to exceed \\$578,996 thru the end of the current contract term ending December 31, 2028.](#)

B.7 [Authorize the City Manager to enter into a Memorandum of Understanding for a period of five years with the Texas Division of Emergency Management for Texas Emergency Management Assistance Team Participation.](#)

C. PUBLIC HEARINGS

C.1 [ZC26-0158, Ordinance No. 3961, Public hearing and consideration of a request from Dent Tex for a special use permit for truck rental at 7507 Boulevard 26, being 0.654 acres described as Lot 10R, North Edgley Addition.](#)

C.2 [ZC26-0162, Ordinance No. 3962, Public hearing and consideration of a request from Wing Aviation LLC for a revision to Planned Development 35 at 6321 Boulevard 26, being 5.267 acres described as Lot 6, Block A, Richland Plaza Addition.](#)

C.3 [ZC26-0163, Ordinance No. 3963, Public hearing and consideration of a request from Westwood Professional Services for a zoning change from OC \(Outdoor Commercial\) to NR-PD \(Nonresidential Planned Development\) at 8613 Boulevard 26, being 5.335 acres described as a portion of Lot 3R3R, Block 2, Walker Branch Addition.](#)

D. PLANNING AND DEVELOPMENT

E. PUBLIC WORKS

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 [Presentation by the 2025 Capital Program Advisory Committee \(CPAC\) on recommendations for the 2026 Bond Election.](#)

- G.2 [Consider Resolution No. 2026-039, approving and authorizing publication of Notice of Intention to Issue Certificates of Obligation in an amount not to exceed \\$3,000,000; and approving an effective date.](#)
- G.3 [Approve Resolution No. 2026-040, continuing participation in Tarrant County's HOME Investment Partnership Program.](#)
- G.4 [Consider Resolution No. 2026-041, authorizing the submission of the application and acceptance of allocated funds if awarded for the United States Tennis Association 2026 Tennis Venue Services Grant for Richland Tennis Center.](#)
- G.5 [Consider Resolution No. 2026-042, appointing members to various boards, commissions, and committees.](#)
- 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 - MAYOR PRO TEM DEUPREE
  - 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, June 16, 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 Budget which is currently under development. For the FY 2026 Adopted Budget, the median-valued homestead property in the City of North Richland Hills is estimated to have received a property tax bill of \$1,729.53. No tax rate has been proposed for FY 2027, so no estimates are available for the same property's property tax bill for FY 2027. The FY 2027 Proposed Budget, when available, will be accessible at the City's website homepage at [www.nrhtx.com](http://www.nrhtx.com).

**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:** June 22, 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:** June 22, 2026  
**SUBJECT:** Discuss the Fiscal Year 2027 Proposed Budget for the Special Revenue Funds.  
**PRESENTER:** Chase Fosse, Director of Budget & Research

### **SUMMARY:**

Staff will provide the City Council with a review of the proposed budget for the Special Revenue Funds, as well as a review of the budget calendar.

### **GENERAL DESCRIPTION:**

Staff will provide a presentation to the City Council on the Fiscal Year 2027 Proposed Budget for the funds mentioned above.

Remaining operating funds as well as the FY 2027 Proposed Capital Budget will be presented during the Budget Work Session scheduled for Friday, July 31, 2026.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026

**SUBJECT:** Discuss proposed amendments to the City's Code of Ordinances Chapter 50, Article IV Regulation of Sex Offender Residency.

**PRESENTER:** Jeff Garner, Chief of Police

**GENERAL DESCRIPTION:**

The Police Department will present proposed amendments to the ordinances related to sex offenders.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Review and discuss potential amendments to Chapter 118 (Zoning),  
Sections 118-631 and 118-633 regarding data center facilities.  
**PRESENTER:** Cori Reaume, Planning Director

### **SUMMARY:**

The purpose of this item is to provide an overview of the City's current regulations regarding data center construction, and to hold a discussion regarding possible modifications.

### **GENERAL DESCRIPTION:**

Since the time of adoption of the "Data Center" land use classifications and associated special land use regulations within the City's Zoning Ordinance, staff has continued to monitor regional and statewide development trends and technological advancements. In response to challenging development proposals, some peer communities have recently amended their local codes to enhance buffering and neighborhood protections. The purpose of this presentation is to inform the Council of these recent updates and discuss ways in which our local regulations can be amended to remain effective in protecting our community.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Approve minutes of the June 8, 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 June 8, 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  
JUNE 8, 2026**

WORK SESSION

The City Council of the City of North Richland Hills, Texas met in work session on the 8th day of June 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
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7

Absent:	Danny Roberts	Place 3
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Staff Members:	Paulette Hartman	City Manager
	Trudy Lewis	Assistant City Manager
	Caroline Waggoner	Assistant City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Bradley A. Anderle	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. FISCAL YEAR 2027 BUDGET BACKGROUND & CONTEXT.**

Director of Budget and Research Chase Fosse provided background and context for the development of the Fiscal Year 2027 budget, including an overview of all operating, capital, enterprise, and special revenue funds. The presentation outlined recent trends in tax rates and fund balances, highlighted the long-term General Fund forecast, and emphasized the increasing pressures of rising costs and service needs. Council was briefed on baseline revenue and expenditure projections, potential deficits in future years

under current assumptions, and the impacts of various cost drivers such as street maintenance, health care, fleet sustainability, and transit funding. Upcoming steps in the budget process were also reviewed, including future work sessions, receipt of certified property values, and the submission and review of the proposed FY 2027 budget.

### **3. FISCAL YEAR 2027 CAPITAL PROJECTS & LONG-TERM DEBT MANAGEMENT STRATEGY.**

The City Council received a joint presentation by Director of Budget and Research Chase Fosse and Assistant City Manager Trudy Lewis. The City Council received a presentation on the Fiscal Year 2027 Capital Projects and Long-Term Debt Strategy, outlining proposed investments totaling \$20.17 million across streets, utilities, parks, facilities, technology, and fleet needs. Staff reported that all proposed Fiscal Year 2027 projects, except a portion of fleet replacements, will be funded through outside sources and operational reserves without the need for additional debt issuance. The presentation also reviewed the City's long-range capital planning, existing debt capacity, and the recommended issuance of Certificates of Obligation to support essential fleet replacements. City Council was briefed on recent tax-rate reduction actions (decreased by 13% since 2020), exemptions (senior/disabled and homestead) and the continued strategy to utilize cash whenever possible while maintaining debt within the City's financial capacity.

City Manager Paulette Hartman informed City Council they will receive a presentation by the 2025 Capital Program Advisory Committee on their recommendations for the 2026 bond election at their June 22 meeting.

#### **FUTURE AGENDA ITEM(S)**

Council member Parks requested an item be placed on a future work session to discuss data centers. There being no opposition, an item will be placed on a future agenda.

Council member Mitchell requested an item be placed on a future work session to discuss regulations and uses for residential driveways as it pertains to code enforcement. There being no opposition, an item will be placed on a future agenda. City Manager Paulette Hartman informed City Council that staff will review current regulations and how they are enforced.

#### **CITY MANAGER REPORT**

City Manager Paulette Hartman informed City Council that Provident, a business, that is proposing a data center on the former Santander property at 5201 Rufe Snow Drive is scheduling an informational meeting on June 23 to be held at the Grand Hall at 6:30 p.m. for NRH residents who would like to learn about their proposal.

## 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; AND (2) BANK OF THE WEST V. G.Q. ENTERPRISES CORP., ET AL, CAUSE NO. 141-376075-26.**
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) EZ STREETS EMPOWERMENT ZONE AND (3) 8021 AND 8029 MAIN STREET.**

Mayor McCarty announced at 6:41 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; and (2) Bank of the West v. G.Q. Enterprises Corp., et al, Cause No. 141-376075-26 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) EZ Streets Empowerment Zone and (3) 8021 and 8029 Main Street. Executive Session began at 6:45 p.m. and concluded at 6:48 p.m.

Mayor McCarty announced at 6:48 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 June 8, 2026 at 7:03 p.m.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Brianne Goetz	Place 2
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7

Absent:	Danny Roberts	Place 3
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Staff Members:	Paulette Hartman	City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Bradley A. Anderle	City Attorney

**A.1 INVOCATION**

Council member Parks gave the invocation.

**A.2 PLEDGE**

Council member Parks led the Pledge of Allegiance to the United States and Texas flags.

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

There are 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 DELANEY TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED.**

**MOTION TO APPROVE CARRIED 6-0.**

**B.1 APPROVE THE MINUTES OF THE MAY 26, 2026 CITY COUNCIL MEETING.**

**C. PUBLIC HEARINGS**

**C.1 ZC26-0159 PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM SMITHFIELD STATION LLC FOR A SPECIAL DEVELOPMENT PLAN FOR MOTORCYCLE SALES AT 7801 BRANDI PLACE, BEING 1.47 ACRES DESCRIBED AS LOT 1, BLOCK 2, BARLOUGH ADDITION. (WITHDRAWN FROM CONSIDERATION BY APPLICANT)**

**WITHDRAWN**

Mayor McCarty announced that the applicant withdrew the application and that no action was required by City Council.

**THIS SPECIAL DEVELOPMENT PLAN WAS WITHDRAWN.**

**C.2 ZC26-0165, ORDINANCE NO. 3958, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM FOUND IT ELECTRONICS & VIDEO GAMES FOR A SPECIAL USE PERMIT FOR A SECONDHAND GOODS DEALER AT 6238 RUFÉ SNOW DRIVE, BEING 3.23 ACRES DESCRIBED AS LOT 5R, BLOCK 1, NORTHLAND SHOPPING CENTER ADDITION.**

**APPROVED**

Mayor McCarty opened the public hearing for ZC26-0165, Ordinance No. 3958.

Director of Planning Cori Reaume informed City Council the applicant is requesting a special use permit for 3.23 acres located at 6238 Rufe Snow Drive. The area is designated on the Comprehensive Land Use Plan as retail commercial and the current zoning is C-1, commercial. Ms. Reaume provided site photos of the property.

Applicant Dawn Jackson, Found It Electronics & Video Games, 345 College Street South, Keller, Texas presented request and shared that she is moving her business from Watauga to North Richland Hills.

Ms. Reaume presented staff's report. The Planning and Zoning Commission, at their May

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7, 2026 meeting, recommended approval with a vote of 6-0.

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 MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER BLAKE TO APPROVE ORDINANCE NO. 3958.**

**MOTION TO APPROVE CARRIED 6-0.**

**C.3 ZC26-0160 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. (POSTPONED. WILL BE RESCHEDULED AFTER A RECOMMENDATION IS RECEIVED FROM THE PLANNING & ZONING COMMISSION)**

Mayor McCarty announced there is no action required by City Council, because the Planning and Zoning Commission has not provided a recommendation.

**C.4 TR26-03, ORDINANCE NO. 3959, PUBLIC HEARING AND CONSIDERATION REGARDING CITY-INITIATED TEXT AMENDMENTS TO SECTION 118, ZONING, OF THE NORTH RICHLAND HILLS CODE OF ORDINANCES, REGARDING DEVELOPMENT STANDARDS FOR NONRESIDENTIAL PLANNED DEVELOPMENT DISTRICTS.**

**APPROVED**

Mayor McCarty opened the public hearing for TR26-03, Ordinance No. 3959.

Director of Planning Cori Reaume presented proposed text amendments to Section 118-493 of the City's Code of Ordinances.

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 PARKS TO APPROVE TR26-03, ORDINANCE NO. 3959.**

**MOTION TO APPROVE CARRIED 6-0.**

**C.5 CONDUCT A PUBLIC HEARING AND CONSIDER ORDINANCE NO. 3960, ADOPTING THE FISCAL YEAR 2026 REVISED OPERATING BUDGET AND AMENDING THE FISCAL YEAR 2026 CAPITAL PROJECTS BUDGET.**

**APPROVED**

Mayor McCarty opened the public hearing for Ordinance No. 3960.

City Council received a presentation from Director of Budget and Research Chase Fosse. The ordinance adopts the revised operating budget for Fiscal Year 2026 and amends the capital projects budget for Fiscal Year 2026. The revised capital projects budget includes six additional projects and five existing projects with funding changes. Mr. Fosse informed City Council of an error in Attachment A that was corrected to read Fiscal Year 2026 instead of Fiscal Year 2027.

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 COUNCIL MEMBER GOETZ TO APPROVE ORDINANCE NO. 3960, ADOPTING THE FISCAL YEAR 2026 REVISED OPERATING BUDGET AND AMENDING THE FISCAL YEAR 2026 CAPITAL PROJECTS BUDGET.**

**MOTION TO APPROVE CARRIED 6-0.**

**D. PLANNING AND DEVELOPMENT**

There were no items for this category.

**E. PUBLIC WORKS**

There were no items for this category.

**F. CITIZENS PRESENTATION**

Lee Quick, 5717 Southern Hills Drive, expressed her concerns with the data center at the corner of Wuliger Way and Browning Drive.

**G. GENERAL ITEMS**

- G.1 CONSIDER THE AWARD OF RFQ 26-011 - TOURISM ADVERTISING AND MARKETING AGENCY TO FLAT FIVE MARKETING, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RELATED PROFESSIONAL SERVICES AGREEMENT.**

**APPROVED**

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

**A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER DELANEY TO APPROVE THE AWARD OF TOURISM ADVERTISING AND MARKETING AGENCY RFQ 26-011 TO FLAT FIVE MARKETING, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$521,000.**

**MOTION TO APPROVE CARRIED 6-0.**

- G.2 CONSIDER RESOLUTION NO. 2026-036, ADOPTING THE CITY'S FUND BALANCE AND RESERVE POLICY AND PROVIDING AN EFFECTIVE DATE.**

**APPROVED**

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

**A MOTION WAS MADE BY COUNCIL MEMBER GOETZ, SECONDED BY MAYOR PRO TEM DEUPREE TO APPROVE RESOLUTION NO. 2026-036.**

**MOTION TO APPROVE CARRIED 6-0.**

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

There was no action necessary as a result of the executive session.

**I. INFORMATION AND REPORTS**

**I.1 ANNOUNCEMENTS**

Council member Mitchell reviewed upcoming events and recognized city employees Ranee Michael, Jordan Morgan, Travis Bertram and David Peck in the Police

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Department for receiving a kudos from a member of the public.

**J. ADJOURNMENT**

Mayor McCarty adjourned the meeting at 7:45 p.m.

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Jack McCarty, Mayor

ATTEST:

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Alicia Richardson  
City Secretary/Chief Governance Officer



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager      **DATE:** June 22, 2026

**SUBJECT:** Approve Resolution No. 2026-037, updating authorized investment officers for the City of North Richland Hills

**PRESENTER:** Stephen Barnes, Director of Finance

**SUMMARY:**

Due to staffing changes within the Department of Finance, it is necessary for the City to update the list of authorized investment officers.

**GENERAL DESCRIPTION:**

City investment officers are authorized to conduct investment transactions with banking institutions, local government investment pools, securities dealers, external investment managers, and custodial and safe keeping institutions. The following individuals are recommended to be named as City Investment Officers:

- Trudy Lewis      Assistant City Manager
- Stephen Barnes      Director of Finance
- Jamie Moore      Accounting Manager
- Amanda Brown      Accountant II

**RECOMMENDATION:**

Approve Resolution No. 2026-037, updating authorized investment officers for the City of North Richland Hills.

**RESOLUTION NO. 2026-037**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS AUTHORIZING INVESTMENT OFFICERS; AND PROVIDING AND EFFECTIVE DATE.**

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

**WHEREAS**, the City Council previously appointed investment officers; and

**WHEREAS**, the City Council wishes to update the list of officers authorized to execute investment transactions for the City.

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

**SECTION 1.** The following officers of the City of North Richland Hills, Texas, are hereby authorized to execute all investment transactions of the City with all securities dealers, banking institutions, investment pools, and custodial and safekeeping service institutions approved by the City investment committee in accordance with the City’s investment policy:

Trudy Lewis	Assistant City Manager	Signature_____
Stephen Barnes	Director of Finance	Signature_____
Jamie Moore	Accounting Manager	Signature_____
Amanda Brown	Accountant II	Signature_____

**SECTION 2.** The above officers of the City of North Richland Hills, Texas are hereby authorized to execute the TexPool and Texas Range (Investment Pools) forms amending authorized representatives on behalf of the governing body of the City.

**SECTION 3.** The City Manager is hereby authorized to execute the amendment forms, as the act and deed of the City.

**PASSED AND APPROVED** this the 22<sup>nd</sup> day of June 2026.

**CITY OF NORTH RICHLAND HILLS**

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Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO LEGALITY:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Stephen Barnes, Director of Finance



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager      **DATE:** June 22, 2026

**SUBJECT:** Approve Resolution No. 2026-038, updating authorized agents for participation in the Texas SmartBuy Membership Program

**PRESENTER:** Stephen Barnes, Director of Finance

### **SUMMARY:**

The City participates in the Texas SmartBuy Membership Program administered by the Texas Comptroller to take advantage of state cooperative purchasing opportunities. The Texas Comptroller requires the designation of agents who may act on behalf of the City with respect to the program.

Due to staffing changes within the Purchasing Department, it is necessary for the City to update the list of authorized agents for participation in the Texas SmartBuy Membership Program.

### **AUTHORIZED AGENTS:**

- Primary Agent - Camille Alford – Purchasing Manager
- Secondary Agent – Kristen Talkington – Assistant Buyer

### **RECOMMENDATION:**

Approve Resolution No. 2026-038.

**RESOLUTION NO. 2026-038**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS AUTHORIZING AGENTS FOR PARTICIPATION IN THE TEXAS SMARTBUY MEMBERSHIP PROGRAM**

**WHEREAS**, the City of North Richland Hills participates in the Texas SmartBuy Membership Program administered by the Texas Comptroller to take advantage of state cooperative purchasing opportunities; and

**WHEREAS**, the Texas Comptroller requires the designation of agents who are authorized to act on behalf of the City with respect to the SmartBuy Program; and

**WHEREAS**, due to staffing changes in the Purchasing Department, it is necessary to update the authorized agents; and

**WHEREAS**, the City Council wishes to update the authorized agents for participation in the Texas SmartBuy Program.

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

**SECTION 1.** The following are authorized agents to act on behalf of the City of North Richland Hills with respect to the Texas SmartBuy Program.

1. **Primary Agent:** Camille Alford, Purchasing Manager
2. **Secondary Agent:** Kristen Talkington, Assistant Buyer

**PASSED AND APPROVED** this the 22<sup>nd</sup> day of June 2026.

**CITY OF NORTH RICHLAND HILLS**

---

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



# Texas SmartBuy Membership Program

## Agent of Record Name Change Form

**Account Number:** M7205

**Entity Name:** City of North Richland Hills

**Shared Phone Number:** 817-427-6150

**Shared Email Box:** purchasingvm@nrhtx.com

The Agent(s) of Record for the above-mentioned entity are:

**1) \*Primary Contact's Name:** Camille Alford  
*(This person will receive all correspondence from CPA)*


Primary Contact's Title: Purchasing Manager

Signature: 

Email: calford@nrhtx.com

**2) \*Secondary Contact's Name:** Kristen Talkington  
*(This person will receive all correspondence from CPA)*

Secondary Contact's Title: Assistant Buyer

Signature: 

Email: ktalkington@nrhtx.com

Approval signature is **REQUIRED** and must be one of the following:

**Current Agent of Record**

**Chairman of the Governing Board**

**\*Approver's Name and Title:** \_\_\_\_\_

**\*Approver's Signature:** \_\_\_\_\_

**\*Date:** \_\_\_\_\_

*(NOTE: Please list two people who will receive all correspondence from CPA. Asterisks denote mandatory fields).  
If you have questions about this form, please call 512-463-3368. Please submit the completed form by email to  
members@cpa.texas.gov or fax to 512-936-2667.*

Reset Form

Print Form

Submit Form



# CITY COUNCIL MEMORANDUM

**From:** The Office of the City Manager

**Date:** June 22, 2026

**Subject:** Authorize an Amendment to the Cooperative Purchasing Agreement with O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC), through Tarrant County No. F2024136, for the purchase of Heavy-Duty Equipment Truck Parts and Supplies, increasing the not to exceed total to \$250,000.

**Presenter:** Kenneth Garvin, Public Works Operations Manager

## **Summary:**

Staff requests that the City Council authorize an Amendment to the Tarrant County No. F2024136 Cooperative Purchasing Agreement with O'Reilly Auto Parts, increasing the "not to exceed" amount to \$250,000. The current agreement is limited to an amount not to exceed \$99,998 through July 26, 2026. This Amendment would bring the cumulative amount to \$250,000 for the remainder of the contract term which expires July 26, 2027.

## **General Description:**

On July 16, 2024, the Commissioners Court awarded Tarrant County Bid No. F2024136 for the purchase of Heavy-Duty Equipment Truck Parts and Supplies. This Contract had an initial expiration of July 26, 2025, with two one-year renewal options expiring July 26, 2027. Fleet Services is preparing for the \$99,998 threshold to be exceeded and is requesting an increase to a "not to exceed" amount of \$250,000, for the remainder of this Tarrant County Contract. Therefore, staff requests approval of this amendment to ensure uninterrupted purchasing of parts and supplies through the end of the contract period.

The City of North Richland Hills is a member of several inter-local purchasing groups and utilizes existing contracts with vendors through the Local Government Purchasing Cooperatives. All state competitive bidding requirements have been met. The city conducts business with O'Reilly Auto Parts regularly and has consistently experienced favorable results.

## **Recommendation:**

Authorize an Amendment to the Cooperative Purchasing Agreement with O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC), through Tarrant County No. F2024136, for the purchase of Heavy-Duty Equipment Truck Parts and Supplies, increasing the not to exceed total to \$250,000.



(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 O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) ("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 Tarrant County ("Cooperative Entity") and Vendor, Contract No. Contract #F2024136, as amended, (the "Agreement") with an expiration date of 07/26/2026. 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.tarrantcountytx.gov/en/purchasing.html> or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. N/A, 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 Heavy Duty Equipment, Truck Parts & Supplies 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 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 1<sup>st</sup> and shall expire on September 30<sup>th</sup> at the end of FY 25-26. 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 Number of years year(s) expiring on Expiration Date. This Customer Agreement may be renewed for Number of Renewals. 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 10<sup>th</sup> day of September 20 25 .

[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 Ramirez  
Eva Ramirez, Purchasing Manager

Department Director:

By: \_\_\_\_\_  
Printed Name:  
Department:

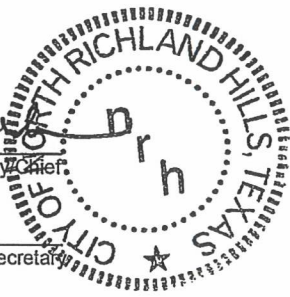
O'REILLY AUTO PARTS::

By: Roanen Barron  
Name: Roanen Barron  
Title: O'Reilly Senior Bid Analyst  
Date: 8/1/2025

APPROVED: [Signature] Date: 9/10/25  
By: \_\_\_\_\_  
Paulette Hartman, City Manager

Or Designee: 9/10/25 Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:

ATTEST:  
By: [Signature]  
Alicia Richardson, City Secretary/Chief Governance Officer  
By: \_\_\_\_\_  
Crystal Dozier, Assistant City Secretary



NRH City Council Action: Y  N

Date Approved: 9.10.2025

Agenda Item No:

Ord/Res No.

APPROVED TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Bradley Anderle, City Attorney



**AMENDMENT NO. 1 TO  
CITY OF NORTH RICHLAND HILLS  
O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)  
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

THE STATE OF TEXAS §

THE COUNTY OF TARRANT §

**WHEREAS**, the City of North Richland Hills ("City") and O'Reilly Auto Parts ("Contractor") collectively referred to as the "parties," made and entered into a Cooperative Purchase Customer Agreement effective on 10/01/2024 ("Agreement"); and

**WHEREAS**, the Agreement involves Heavy Duty Equipment, Truck Parts & Supplies provided to the City and is governed by the terms and conditions of Tarrant County Contract # F2024136 ("Cooperative Entity Contract"); and

**WHEREAS**, the Agreement expires on 7/26/2025; and

**WHEREAS**, City and Contractor now wish to amend the Agreement to extend the term to correspond with the new expiration of the Tarrant County Contract;

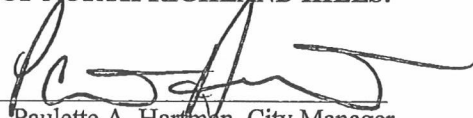
**NOW THEREFORE**, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective 7/27/2025, the Cooperative Purchasing Customer Agreement is hereby amended to modify the Term of the Agreement to extend the Term of the Agreement to expire on 7/26/2026
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:**

**O'REILLY AUTO PARTS:**

By:   
Paulette A. Hartman, City Manager

By: Roanen Barron  
Roanen Barron – O'Reilly Senior Bid Analyst

Date: 8/13/25

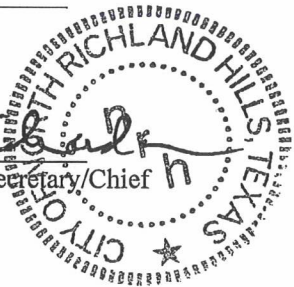
Date: 8/1/2025

**APPROVED TO FORM AND LEGALITY:**

**ATTEST:**

By: \_\_\_\_\_  
Bradley Anderle, City Attorney

By:   
Alicia Richardson, City Secretary/Chief  
Governance Officer



NRH Council Action Y (N)

Date Approved 8.13.2025

Agenda No. \_\_\_\_\_

Ord / Res No. \_\_\_\_\_



# 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 and 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: | O'Reilly Auto Parts, O'Reilly Auto Enterprises, LLC |  
Legal Name of Cooperative Contractor: | Tarrant County |  
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): | N/A |  
Description of Goods or Services ("Goods or Services"): | Purchase Heavy Duty Equipment, Truck Parts & Supplies |  
Cooperative Agreement: | #F2024136 |  
Total Contract Price: \$ | 49,999.00 |

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:

O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC

By: *Paulette A. Hartman*  
Paulette A. Hartman  
City Manager

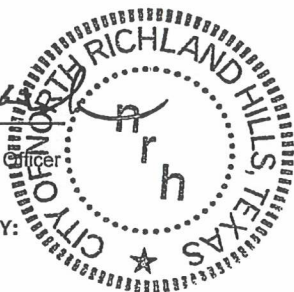
By: *Roanan Barron*  
Name: Roanan Barron  
Title: O'Reilly Senior Bid Analyst

Date: 9/10/25

Date: 8/1/2025

ATTEST:

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



APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Bradley Anderle  
City Attorney

NRH Council Action Y (N)

Date Approved 9.10.2025

Agenda No. \_\_\_\_\_

Ord / Res No. \_\_\_\_\_

**AMENDMENT NO. 2 TO  
CITY OF NORTH RICHLAND HILLS  
O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)  
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

THE STATE OF TEXAS                   §

THE COUNTY OF TARRANT           §

**WHEREAS**, the City of North Richland Hills (“City”) and O'Reilly Auto Parts (“Contractor”) collectively referred to as the “parties,” made and entered into a Cooperative Purchase Customer Agreement effective on 10/01/2024 (“Agreement”); and

**WHEREAS**, the Agreement involves Heavy Duty Equipment, Truck Parts & Supplies provided to the City and is governed by the terms and conditions of Tarrant County Contract # F2024136 (“Tarrant County Contract”); and

**WHEREAS**, the Agreement provides for a maximum expenditure amount not to exceed \$99,998.00 through July 27<sup>th</sup>, 2026; and

**NOW THEREFORE**, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:


1. Effective immediately, the Cooperative Purchasing Customer Agreement is hereby amended to modify the Agreement to provide a maximum expenditure amount which shall not exceed \$250,000.00 through the final expiration of contract year, July 27<sup>th</sup>, 2027.
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**

**O'REILLY AUTO PARTS:**

By: \_\_\_\_\_  
Paulette A. Hartman, City Manager

By:  \_\_\_\_\_  
Roanen Barron  
O'Reilly Senior Government Bids & Contract Analyst

Date: \_\_\_\_\_

Date: 5/28/2026

**APPROVED TO FORM AND LEGALITY:**

**ATTEST:**

By: \_\_\_\_\_  
Bradley Anderle, City Attorney

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



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145360  
PAGE 1 OF 13  
DATE: 6/3/2025

**SUBJECT: BID NO. F2024136 - ANNUAL CONTRACT FOR HEAVY DUTY  
EQUIPMENT TRUCK PARTS AND SUPPLIES - COUNTYWIDE -  
VARIOUS VENDORS - EXERCISE FIRST OPTION FOR RENEWAL -  
SAME FIRM FIXED PRICES AND DISCOUNT FROM LIST PRICE**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve renewal of Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, for the first optional twelve (12) month period at the same firm fixed prices and discount from list price.

**BACKGROUND**

On July 16, 2024, the Commissioners Court, through Court Order #143513, awarded Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, Countywide, to the following vendors:

- Primary      Buck's Wheel & Equipment Co.
- Secondary    NAPA Auto Parts
- Alternate    O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

The purpose of this contract is for the purchase of parts and supplies for maintenance and repair of the County's heavy-duty equipment trucks and equipment.

The vendors notified Purchasing in writing that their prices will remain firm through July 26, 2026. The four (4) Maintenance Precincts notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of the four (4) Maintenance Precincts and Purchasing that the Commissioners Court approve renewal of Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, for another twelve (12) month period.

SUBMITTED BY	Purchasing	PREPARED BY:	Emily Salter
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT  
COMMUNICATION

REFERENCE NUMBER: 145360 DATE: 6/3/2025 PAGE 2 OF 13

**FISCAL IMPACT**

Expenses for last year were approximately \$74,764.60. Orders are placed on an as-needed basis. Funding is available in the following accounts:

- 26100-2025 Road and Bridge/6110300000 Precinct 1 Maintenance/523012 Parts - Heavy Equipment
- 26100-2025 Road and Bridge/6210300000 Precinct 2 Maintenance/523012 Parts - Heavy Equipment
- 26100-2025 Road and Bridge/6310300000 Precinct 3 Maintenance/523012 Parts - Heavy Equipment
- 26100-2025 Road and Bridge/6410300000 Precinct 4 Maintenance/523012 Parts - Heavy Equipment



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.  
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP  
Assistant Purchasing Agent

April 10, 2025

O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)  
233 S. Patterson Ave  
Springfield, MO 65802

Re: Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Dear Mr. Barron:

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of July 27, 2024, through July 26, 2025. The effective dates for the first renewal option will run from July 27, 2025, through July 26, 2026.

Tarrant County Purchasing Department hereby extends an invitation to O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) to accept the first option for an additional one (1) year period as the primary vendor. O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court later. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through July 26, 2026.

- Yes, O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) will accept the offer to extend the same firm fixed prices through July 26, 2026. Please include a current 1295 Form with your response.  
discounts
- No, O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) will NOT accept the offer to extend the same firm fixed prices through July 26, 2026.

Are any other governmental entities currently utilizing this contract?  Yes  No  
If yes, please return a listing of the participating entities with this letter.

Please email your signed response.

Sincerely,

  
Emily Salter, Senior Buyer  
Tarrant County  
817-884-1143

  
Roanen Barron  
O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

4/12/2025  
Date



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76106 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.  
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP  
Assistant Purchasing Agent

April 10, 2025

Buck's Wheel & Equipment Co.  
5101 North Main Street  
Fort Worth, TX 76179

Re: Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Dear Ms. Laxson:

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of July 27, 2024, through July 26, 2025. The effective dates for the first renewal option will run from July 27, 2025, through July 26, 2026.

Tarrant County Purchasing Department hereby extends an invitation to Buck's Wheel & Equipment Co. to accept the first option for an additional one (1) year period as the primary vendor. Buck's Wheel & Equipment Co. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court later. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through July 26, 2026.

Yes, Buck's Wheel & Equipment Co. will accept the offer to extend the same firm fixed prices through July 26, 2026. Please include a current 1295 Form with your response.

No, Buck's Wheel & Equipment Co. will NOT accept the offer to extend the same firm fixed prices through July 26, 2026.

Are any other governmental entities currently utilizing this contract?  Yes  No  
If yes, please return a listing of the participating entities with this letter.

Please email your signed response

Sincerely,

Emily Salter, Senior Buyer  
Tarrant County  
817-884-1143

Sandra Laxson  
Buck's Wheel & Equipment Co.

Date



**TARRANT COUNTY PURCHASING DEPARTMENT**

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.  
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP  
Assistant Purchasing Agent

April 10, 2025

NAPA Auto Parts  
3021 Alta Mere Dr  
Ft Worth, TX 76116

Re: Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Dear Mr. Lucio:

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of July 27, 2024, through July 26, 2025. The effective dates for the first renewal option will run from July 27, 2025, through July 26, 2026.

Tarrant County Purchasing Department hereby extends an invitation to NAPA Auto Parts to accept the first option for an additional one (1) year period as the secondary vendor. NAPA Auto Parts acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court later. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through July 26, 2026.

Yes, NAPA Auto Parts will accept the offer to extend the same firm fixed prices through July 26, 2026. Please include a current 1295 Form with your response.


No, NAPA Auto Parts will NOT accept the offer to extend the same firm fixed prices through July 26, 2026.

Are any other governmental entities currently utilizing this contract?  Yes  No

If yes, please return a listing of the participating entities with this letter.

Please email your signed response.

Sincerely,

  
Emily Sater, Senior Buyer  
Tarrant County  
817-884-1143

  
~~Greg Lucio~~ Brandy Fowler  
NAPA Auto Parts MBR Date

4-30-25

Account	Customer	City	ST
92678	HARRIS COUNTY WCID 50	EL LAGO	TX
352556	CITY OF FARMERS BRANCH	FARMERS BRANCH	TX
358793	CITY OF FARMERS BRANCH	FARMERS BRANCH	TX
107028	MHMR TARRANT CO	FORT WORTH	TX
183620	TARRANT CO CENTRAL GARAGE	FORT WORTH	TX
183617	TARRANT CO PRECINCT 3	FORT WORTH	TX
280856	TARRANT COUNTY COLLEGE	FORT WORTH	TX
718649	TARRANT COUNTY COLLEGE	FORT WORTH	TX
107029	TARRANT COUNTY JUNIOR COL	FORT WORTH	TX
2598806	TARRANT COUNTY WATER DIST	FORT WORTH	TX
170612	TCC MAINTENANCE	FORT WORTH	TX
183616	TARRANT CO PRECINCT 2	FT WORTH	TX
183618	TARRANT CO PRECINCT 4	FT WORTH	TX
208129	HARRIS CO ANIMAL CONTROL	HOUSTON	TX
92668	HARRIS CO BLDG ENG	HOUSTON	TX
126269	HARRIS CO COMMUNITY & COR	HOUSTON	TX
422244	HARRIS CO EMERGENCY SERV	HOUSTON	TX
90978	HARRIS CO ESD 29	HOUSTON	TX
246247	HARRIS CO FLOOD CONTROL	HOUSTON	TX
182251	HARRIS CO PCT 3	HOUSTON	TX
1139102	HARRIS CO PRECINCT 2	HOUSTON	TX
156757	HARRIS CO REPO MAKE READY	HOUSTON	TX
377460	HARRIS CO WCID 74	HOUSTON	TX
208130	HARRIS CO PUBLIC WORKS	HOUSTON	TX
210179	HARRIS COUNTY BODY SHOP	HOUSTON	TX
263455	HARRIS COUNTY DEPT OF	HOUSTON	TX
2485794	HARRIS COUNTY EMS	HOUSTON	TX
1848616	HARRIS COUNTY ESD 12	HOUSTON	TX
282756	HARRIS COUNTY ESD 24	HOUSTON	TX
1063887	HARRIS COUNTY ESD1	HOUSTON	TX
2149894	HARRIS COUNTY FLEET SERV	HOUSTON	TX
2667681	HARRIS COUNTY FLEET SERV	HOUSTON	TX
3089108	HARRIS COUNTY FLEET SVC	HOUSTON	TX
92679	HARRIS COUNTY FWSD 51	HOUSTON	TX
1170999	HARRIS COUNTY IMPOUND	HOUSTON	TX
117322	HARRIS COUNTY PREC 4	HOUSTON	TX
2385792	HARRIS COUNTY PRECINCT 2	HOUSTON	TX
92670	HARRIS COUNTY SHERIFF	HOUSTON	TX
92677	HARRIS COUNTY SHERIFF DEP	HOUSTON	TX
1275139	HARRIS COUNTY VEHICLE MAI	HOUSTON	TX
280555	HARRIS COUNTY WATER DIST	HOUSTON	TX
100140	CITY OF NORTH RICHLAND	NORTH RICHLAND HIL	TX
176377	CITY OF THE COLONY	THE COLONY	TX
822855	VAN ALSTYNE ISD	VAN ALSTYNE	TX

# Memorandum

**To:** Joe Trammel, Director  
**Dept.:** Precinct 1 Maintenance  
**From:** Emily Salter, Senior Buyer, Purchasing Department  
**Date:** April 10, 2025  
**Re:** Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

The above referenced contract will expire on July 26, 2025. This contract included options to renew with the vendor for two (2) additional twelve (12) month term. The first renewal term will commence July 27, 2026, and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form back to me on or before Tuesday, April 15, 2025.

Primary	Buck's Wheel & Equipment Co.
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

523061 / 26100 / 6110300000 / NRG

(GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s).

SIGNATURE: Joe L Trammel DATE: 4/14/2025

# Memorandum

**To:** Jason L Thomas, Director  
**Dept.:** Precinct 2 Maintenance  
**From:** Emily Salter, Senior Buyer, Purchasing Department  
**Date:** April 10, 2025  
**Re:** Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

The above referenced contract will expire on July 26, 2025. This contract included options to renew with the vendor for two (2) additional twelve (12) month term. The first renewal term will commence July 27, 2026, and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form back to me on or before Tuesday, April 15, 2025.

Primary	Buck's Wheel & Equipment Co.
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

523011 / 26100-2025 / 6210300900

(GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s).

SIGNATURE: Ron Edward DATE: 4-14-2025

# Memorandum

**To:** Anthony Jaramillo, Director  
**Dept.:** Precinct 3 Maintenance  
**From:** Emily Salter, Senior Buyer, Purchasing Department  
**Date:** April 10, 2025  
**Re:** Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

The above referenced contract will expire on July 26, 2025. This contract included options to renew with the vendor for two (2) additional twelve (12) month term. The first renewal term will commence July 27, 2026, and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form back to me on or before Tuesday, April 15, 2025.

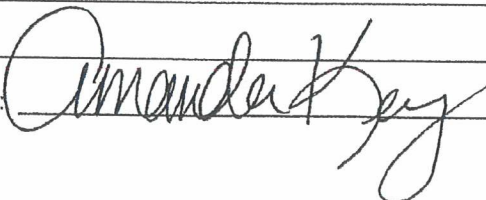
Primary	Buck's Wheel & Equipment Co.
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

523011 / 26100-2025 6310300000

           /            /            /             
 (GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s).

SIGNATURE:  DATE: 4/14/25

# Memorandum

**To:** Doug Deweese, Director  
**Dept.:** Precinct 4 Maintenance  
**From:** Emily Salter, Senior Buyer, Purchasing Department  
**Date:** April 10, 2025  
**Re:** Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

The above referenced contract will expire on July 26, 2025. This contract included options to renew with the vendor for two (2) additional twelve (12) month term. The first renewal term will commence July 27, 2026, and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor(s) listed below for twelve (12) more months, please check the appropriate boxes and email this form back to me on or before Tuesday, April 15, 2025.

Primary	Buck's Wheel & Equipment Co.
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

Yes, I wish to continue the current contract with the above-mentioned vendor(s) for the first and final renewal term of the contract. Account information must be provided below.

523011 / 26100-2025 / 6410300001

(GL acct) / (Fund #) / (Cost Center) / (Grant # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor(s) for the following reason(s).

SIGNATURE: Doug Deweese DATE: 4-10-2025

Bid No. F2024136 Annual Contract for Heavy Duty Equipment  
Truck Parts and Supplies

					Primary			
					Buck's Wheel & Equipment Co. Fort Worth, TX HUB - No Co-op - Yes		Dallas Trailer Repair Co., Inc Irving, TX HUB - No	
					Total Price	<u>\$3,011.87</u>	Total Price	<u>*\$3,829.05</u>
Line #	Description	Manufacturer	Manufacturer #	QTY UOM	Unit	Extended	Unit	Extended
1.1	Gladhand Seal	Phillips Heavy Duty	PHI 12012100	100 EA	<u>\$0.25</u>	<u>\$25.00</u>	\$0.28	\$28.00
1.2	Trailer Wire	Belden	BEL 735650	50 Per Foot	<u>\$3.96</u>	<u>\$198.00</u>	\$3.35	\$167.50
1.3	Marker and Clearance Light	Truck-Lite	LIT 5010523	15 EA	<u>\$3.00</u>	<u>\$45.00</u>	\$6.75	\$101.25
1.4	Rubber Mud Flap	Globetech	GT-2436XD	12 EA	<u>\$28.82</u>	<u>\$345.84</u>	\$19.25	\$231.00
1.5	12V Backup Alarm	Dorman	46102	10 EA	<u>\$36.67</u>	<u>\$366.70</u>	\$76.00	\$760.00
1.6	Brake Shoe Kit	GPC Global Sourcing	4709E-23SM	8 EA	<u>\$71.70</u>	<u>\$573.60</u>	\$78.40	\$627.20
1.7	Air Spring	Firestone	W013580783	6 EA	<u>\$168.76</u>	<u>\$1,012.56</u>	\$201.15	\$1,206.90
1.8	Shock Absorber	NAPA	65101	4 EA	<u>\$33.03</u>	<u>\$132.12</u>	\$64.55	\$258.20
1.9	Cabin Air Filter	NAPA	4117	4 EA	<u>\$20.85</u>	<u>\$83.40</u>	\$38.60	\$154.40
1.10	Trailer Breakaway Kit	Balkamp	BK 7552093	3 EA	<u>\$76.55</u>	<u>\$229.65</u>	\$98.20	\$294.60
1.11	Percent off list price.			1 EA	<u>15.0%</u>		20.0%	
Store Address					5101 North Main Street Fort Worth, TX 76179		2447 E Hwy 356 Irving, TX 75060	

Notes: Dallas Trailer Repair Co., Inc and M & D Distributors did not meet specifications because they do not have a store location in Tarrant County. A No-bid response was received from Industrial Power Truck & Equipment (Industrial Power LLC., Straus-Frank Enterprises, LLC (Advance Auto Parts and/or Carquest), Main Street Signs & Graphics and A & A Auto Parts Stores INC.

Bid No. F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Line #	Description	Manufacturer	Manufacturer QTY	UOM	Secondary				Alternate	
					M&D Distributors Dallas, TX HUB - No		NAPA Auto Parts Fort Worth, TX HUB - No Co-op - Yes		O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) Springfield, MO HUB - No Co-op - Yes	
					Total Price	*\$85.28	Total Price	\$4,557.95	Total Price	\$4,986.07
Unit	Extended	Unit	Extended	Unit	Extended					
1.1	Gladhand Seal	Phillips Heavy Duty	PHI 12012100 100	EA	No Bid	No Bid	\$0.29	\$0.08	\$0.63	\$63.00
1.2	Trailer Wire	Belden	BEL 735650 50	Per Foot	No Bid	No Bid	\$5.63	\$18.86	\$4.72	\$236.00
1.3	Marker and Clearance Light	Truck-Lite	LIT 5010523 15	EA	No Bid	No Bid	\$7.40	\$49.95	\$4.23	\$63.45
1.4	Rubber Mud Flap	Globetech	GT-2436XD 12	EA	No Bid	No Bid	\$32.54	\$626.40	\$15.56	\$186.72
1.5	12V Backup Alarm	Dorman	46102 10	EA	No Bid	No Bid	\$53.68	\$4,079.68	\$36.20	\$362.00
1.6	Brake Shoe Kit	GPC Global Sourcing	4709E-23SM 8	EA	No Bid	No Bid	\$70.55	\$5,531.12	\$72.28	\$578.24
1.7	Airspring	Firestone	W013580783 6	EA	No Bid	No Bid	\$336.94	\$67,775.48	\$500.00	\$3,000.00
1.8	Shock Absorber	NAPA	65101 4	EA	No Bid	No Bid	\$84.01	\$5,422.85	\$67.46	\$269.84
1.9	Cabin Air Filter	NAPA	4117 4	EA	\$21.32	85.28	\$9.53	\$367.86	\$11.45	\$45.80
1.10	Trailer Breakaway Kit	Balkamp	BK 7552093 3	EA	No Bid	No Bid	\$82.99	\$8,149.62	\$60.34	\$181.02
1.11	Percent off list price.		1	EA			20.0%	45.0%	41.0%	
Store Address					2251 W Commerce St Dallas, TX 75212		3021 Alta Mere Dr Fort Worth, TX 76116		Multiple Locations Throughout Tarrant	

Notes: Dallas Trailer Repair Co., Inc and M & D Distributors did not meet specifications because they do not have a store location in Tarrant County. A No-bid response was received from Industrial Power Truck & Equipment (Industrial Power LLC., Straus-Frank Enterprises, LLC (Advance Auto Parts and/or Carquest), Main Street Signs & Graphics and A & A Auto Parts Stores INC.



### TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2024136 - Annual Contract for Heavy Duty Equipment Truck Parts and Supplies - Countywide - Various Vendors - Exercise First Option for Renewal - Same Firm Fixed Prices and Discount from List Price

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

#### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

#### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes \_\_\_\_\_ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes \_\_\_\_\_ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*



**TARRANT COUNTY PURCHASING DEPARTMENT**

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.  
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP  
Assistant Purchasing Agent

April 10, 2025

O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)  
233 S. Patterson Ave  
Springfield, MO 65802

Re: Renewal of F2024136 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Dear Mr. Barron:

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of July 27, 2024, through July 26, 2025. The effective dates for the first renewal option will run from July 27, 2025, through July 26, 2026.

Tarrant County Purchasing Department hereby extends an invitation to O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) to accept the first option for an additional one (1) year period as the primary vendor. O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court later. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through July 26, 2026.

- Yes, O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) will accept the offer to extend the same firm fixed prices through July 26, 2026. **Please include a current 1295 Form with your response.**  
discounts
- No, O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) will NOT accept the offer to extend the same firm fixed prices through July 26, 2026.

Are any other governmental entities currently utilizing this contract?  Yes  No

If yes, please return a listing of the participating entities with this letter.

Please email your signed response.

Sincerely,

\_\_\_\_\_  
Emily Salter, Senior Buyer  
Tarrant County  
817-884-1143

*Roanen Barron*

\_\_\_\_\_  
Roanen Barron  
O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

4/12/2025

Date



**TARRANT COUNTY  
COMMISSIONERS COURT COMMUNICATION**

**Court Date:** May 12, 2026

**Court Order #:** -147054

**Page:** 1 of 14

**Department:** Purchasing

**Prepared By:** Niki Jones

**Approved By:** Christopher Lax, CPSM,  
CPSD, CPCP

**SUBJECT:**

**Bid No. F2024136 - Annual Contract for Heavy Duty Equipment Truck Parts and Supplies - Countywide - Various Vendors - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Discount from List Price**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve renewal of Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, for the second and final optional twelve (12) month period at the same firm fixed prices and discount from list price.

**BACKGROUND**

On July 16, 2024, the Commissioners Court, through Court Order #143513, awarded Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, Countywide, to the following vendors:

Primary	Buck's Wheel & Equipment Co.
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On June 3, 2025, the Commissioners Court, through Court Order #145360, approved the first renewal option.

The purpose of this contract is for the purchase of parts and supplies for maintenance and repair of the County's heavy-duty equipment trucks and equipment.

The vendors notified Purchasing in writing that their prices will remain firm through July 26, 2027. The four (4) Maintenance Precincts notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of the four (4) Maintenance Precincts and Purchasing that the Commissioners Court approve renewal of Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, for another twelve (12) month period.

**FISCAL IMPACT**

Expenses for last year were approximately \$68,800.00. Funding is available in the following accounts:  
26100-2026 Road and Bridge/6110300000 Precinct 1 Maintenance/523011 Parts and Supplies  
26100-2026 Road and Bridge/6210300000 Precinct 2 Maintenance/523011 Parts and Supplies  
26100-2026 Road and Bridge/6310300000 Precinct 3 Maintenance/523011 Parts and Supplies  
26100-2026 Road and Bridge/6410300000 Precinct 4 Maintenance/523011 Parts and Supplies



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

March 10, 2026

Roanen Barron
O'Reilly Auto Parts
233 S. Patterson Ave
Springfield, MO 65802

Re: IFB No. F2024136 – Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Dear Roanen Barron:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of July 27, 2024 through July 26, 2025. The effective dates for the first renewal option are from July 27, 2025 through July 26, 2026. The effective dates for the second and final renewal option will run from July 27, 2026 through July 26, 2027.

Tarrant County Purchasing Department hereby extends an invitation to O'Reilly Auto Parts to accept the second and final option for an additional one (1) year period as the alternate vendor for this bid as awarded on June 3, 2025. O'Reilly Auto Parts acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through July 26, 2027.

[X] Yes, O'Reilly Auto Parts will accept the offer to extend the same firm fixed prices and discount from list price through July 26, 2027. Please include a current 1295 Form with your response.

[ ] No, O'Reilly Auto Parts will NOT accept the offer to extend the same firm fixed prices and discount from list price through July 26, 2027.

Are any other governmental entities currently utilizing this contract? [X] Yes [ ] No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Niki Jones
Niki Jones, Senior Buyer
Tarrant County
817-884-1134

Roanen Barron
Roanen Barron
O'Reilly Auto Parts

3/12/2026
Date



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

March 10, 2026

Sandra Laxson
Buck's Wheel & Equipment Co.
5101 North Main Street
Fort Worth, TX 76179

Re: IFB No. F2024136 – Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Dear Ms. Laxson:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of July 27, 2024 through July 26, 2025. The effective dates for the first renewal option are from July 27, 2025 through July 26, 2026. The effective dates for the second and final renewal option will run from July 27, 2026 through July 26, 2027.

Tarrant County Purchasing Department hereby extends an invitation to Buck's Wheel & Equipment Co. to accept the second and final option for an additional one (1) year period as the primary vendor for this bid as awarded on June 3, 2025. Buck's Wheel & Equipment Co. acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through July 26, 2027.

[X] Yes, Buck's Wheel & Equipment Co. will accept the offer to extend the same firm fixed prices through July 26, 2027. Please include a current 1295 Form with your response.

[ ] No, Buck's Wheel & Equipment Co. will NOT accept the offer to extend the same firm fixed prices through July 26, 2027.

Are any other governmental entities currently utilizing this contract? [ ] Yes [X] No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Niki Jones
Niki Jones, Senior Buyer
Tarrant County
817-884-1134

Sandra Laxson
Sandra Laxson
Buck's Wheel & Equipment Co.
03/11/2026
Date



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, MS.SCM, CPSM, CPSD, CPCP
Assistant Purchasing Agent

March 23, 2026

Brandy Fowler
NAPA Auto Parts
3021 Alta Mere Dr
Fort Worth, TX 76116

Re: IFB No. F2024136 – Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

Dear Ms. Fowler:

Referenced bid was for twelve (12) months with two (2) options to renew for an additional twelve (12) months each. The original contract was for the period of July 27, 2024 through July 26, 2025. The effective dates for the first renewal option are from July 27, 2025 through July 26, 2026. The effective dates for the second and final renewal option will run from July 27, 2026 through July 26, 2027.

Tarrant County Purchasing Department hereby extends an invitation to NAPA Auto Parts to accept the second and final option for an additional one (1) year period as the secondary vendor for this bid as awarded on June 3, 2025. NAPA Auto Parts acknowledges formal renewal of the option and any contract is contingent upon review and approval by the Tarrant County Commissioners Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through July 26, 2027.

[X] Yes, NAPA Auto Parts will accept the offer to extend the same firm fixed prices through July 26, 2027. Please include a current 1295 Form with your response.

[ ] No, NAPA Auto Parts will NOT accept the offer to extend the same firm fixed prices through July 26, 2027.

Are any other governmental entities currently utilizing this contract? [ ] Yes [X] No

If Yes, please return a listing of the participating entities with this letter.

Please email or fax your signed response.

Sincerely,

Niki Jones (handwritten signature)

Niki Jones, Senior Buyer
Tarrant County
817-884-1134

B. Fowler (handwritten signature)

Brandy Fowler
NAPA Auto Parts

03/23/2026

Date

CUSTOMER	ADDRESS	CITY	ST
CITY OF BEDFORD	PO BOX 157	BEDFORD	TX
HARRIS COUNTY ESD 5	5915 FM 2100	CROSBY	TX
CYPRESS CREEK FD	11900 CYPRESS NORTH HOUSTON RD	CYPRESS	TX
CITY OF DESOTO	809 SPINNER RD	DESOTO	TX
HARRIS COUNTY WCID 50	1122 CEDAR LN	EL LAGO	TX
CITY OF FARMERS BRANCH	PO BOX 819010	FARMERS BRANCH	TX
CITY OF FARMERS BRANCH	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	TX
MHMR TARRANT CO	PO BOX 2603	FORT WORTH	TX
TARRANT CO CENTRAL GARAGE	100 E WEATHERFORD ST RM 506	FORT WORTH	TX
TARRANT CO PRECINCT 3	100 E WEATHERFORD ST RM 506	FORT WORTH	TX
TARRANT COUNTY COLLEGE	300 TRINITY CAMPUS CIR	FORT WORTH	TX
TARRANT COUNTY COLLEGE	300 TRINITY CAMPUS CIR	FORT WORTH	TX
TARRANT COUNTY JUNIOR COL	300 TRINITY CAMPUS CIRCLE	FORT WORTH	TX
TARRANT COUNTY WATER DIST	1022 N CALHOUN ST	FORT WORTH	TX
TCC MAINTENANCE	1500 HOUSTON ST	FORT WORTH	TX
TARRANT CO PRECINCT 2	100 E WEATHERFORD ST	FT WORTH	TX
TARRANT CO PRECINCT 4	100 E WEATHERFORD ST # 506	FT WORTH	TX
HARRIS CO ANIMAL CONTROL	606 CANINO	HOUSTON	TX
HARRIS CO BLDG ENG	1001 PRESTON ST STE 800	HOUSTON	TX
HARRIS CO COMMUNITY & COR	49 SAN JACINTO ST STE 624	HOUSTON	TX
HARRIS CO EMERGENCY SERV	1620 ISOM ST	HOUSTON	TX
HARRIS CO ESD 29	12730 CHAMPION FOREST DR	HOUSTON	TX
HARRIS CO FLOOD CONTROL	8665 N MAIN ST	HOUSTON	TX
HARRIS CO PCT 3	1001 PRESTON ST FL 8	HOUSTON	TX
HARRIS CO REPO MAKE READY	PO BOX 36083	HOUSTON	TX
HARRIS CO WCID 74	4901 SANDYDALE LN	HOUSTON	TX
HARRIS CO. PUBLIC WORKS	8002 AIRLINE	HOUSTON	TX
HARRIS COUNTY	1111 FANNIN ST	HOUSTON	TX
HARRIS COUNTY BODY SHOP	6300 N SHEPHERD DR	HOUSTON	TX
HARRIS COUNTY DEPT OF	6300 IRVINGTON BLVD	HOUSTON	TX
HARRIS COUNTY EMS	15411 VANTAGE PKWY W	HOUSTON	TX
HARRIS COUNTY ESD 12	911 HOLLYWOOD	HOUSTON	TX
HARRIS COUNTY ESD 24	20440 IMPERIAL DRIVE	HOUSTON	TX
HARRIS COUNTY ESD1	2800 ALDINE BENDER	HOUSTON	TX
HARRIS COUNTY FLEET SERV	2505 TEXAS AVE	HOUSTON	TX
HARRIS COUNTY FLEET SERV	1001 PRESTON ST STE 800	HOUSTON	TX
HARRIS COUNTY FLEET SVC	1001 PRESTON ST STE 670	HOUSTON	TX
HARRIS COUNTY FWSD 51	PO BOX 24338	HOUSTON	TX
HARRIS COUNTY IMPOUND	322 PRINCESS DR	HOUSTON	TX
HARRIS COUNTY PREC 4	1731 HUGH RD	HOUSTON	TX
HARRIS COUNTY PRECINCT 2	10851 SCARSDALE BLVD	HOUSTON	TX
HARRIS COUNTY SHERIFF	5407 MOUNT ROYAL CIR	HOUSTON	TX
HARRIS COUNTY SHERIFF DEP	1001 PRESTON ST STE 800	HOUSTON	TX
HARRIS COUNTY VEHICLE MAI	14640 HENRY	HOUSTON	TX
HARRIS COUNTY WATER DIST	903 HOLLYWOOD ST	HOUSTON	TX
HARRIS HEALTH SYSTEM	PO BOX 66769	HOUSTON	TX

HARRIS COUNTY ESD 10	8523 EAST NORTHBELT	HUMBLE	TX
HARRIS COUNTY ESD NO 46	18425 TIMBER FOREST DR	HUMBLE	TX
CITY OF HURST TRUCK STOP	1505 PRECINCT LINE RD	HURST	TX
HARRIS COUNTY ESD 48	21201 MORTON RD	KATY	TX
CITY OF NORTH RICHLAND	7200 DICK FISHER DR S	NORTH RICHLAND HILLS	TX
HARRIS COUNTY ESD 11 MOBILE HE	18334 STUEBNER AIRLINE RD	SPRING	TX
CITY OF TAYLOR	400 PORTER ST	TAYLOR	TX
CITY OF THE COLONY	6053 MAIN ST	THE COLONY	TX
VAN ALSTYNE ISD	1096 N WACO ST	VAN ALSTYNE	TX

# Memorandum

**To:** Joe Trammel, Director  
**Dept:** Precinct 1 Maintenance  
**From:** Niki Jones, Sr. Buyer, Purchasing Department  
**Date:** March 10, 2026

**Re:** Renewal of IFB No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

---

The above referenced contract will expire on July 26, 2026. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence July 27, 2026 and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me at [ndjones@tarrantcountytx.gov](mailto:ndjones@tarrantcountytx.gov) by March 13, 2026:

Primary	Buck's Wheel & Equipment Co
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

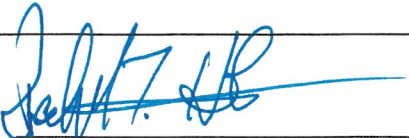
Yes, I wish to continue the current contract with the above mentioned vendors for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

523011 / 26100-2026 0110300000 / NRG  
(GL Acct) / (Fund #) / (Cost Center) / (Grand # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

---

SIGNATURE: 

DATE: MAR 10, 2026

# Memorandum

**To:** Jason L. Thomas, Director  
**Dept:** Precinct 2 Maintenance  
**From:** Niki Jones, Sr. Buyer, Purchasing Department  
**Date:** March 10, 2026

**Re:** Renewal of IFB No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

---

The above referenced contract will expire on July 26, 2026. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence July 27, 2026 and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me at [ndjones@tarrantcountytx.gov](mailto:ndjones@tarrantcountytx.gov) by March 13, 2026:

Primary      Buck's Wheel & Equipment Co  
Secondary    NAPA Auto Parts  
Alternate     O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

Yes, I wish to continue the current contract with the above mentioned vendors for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

523011 / 26100-2026 / 6210300000 / \_\_\_\_\_  
(GL Acct) / (Fund #) / (Cost Center) / (Grand # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

---

SIGNATURE: *Ron Edwards*      3/30/26  
Digitally signed by Ron Edwards      DATE: 3/10/2026  
Date: 2026.03.10 17:24:15  
-05'00'

# Memorandum

**To:** Anthony Jaramillo, Director

**Dept:** Precinct 3 Maintenance

**From:** Niki Jones, Sr. Buyer, Purchasing Department

**Date:** March 10, 2026

**Re:** Renewal of IFB No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

---

The above referenced contract will expire on July 26, 2026. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence July 27, 2026 and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me at [ndjones@tarrantcountytx.gov](mailto:ndjones@tarrantcountytx.gov) by March 13, 2026:

Primary	Buck's Wheel & Equipment Co
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

Yes, I wish to continue the current contract with the above mentioned vendors for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

523011 / 26100-2026 / 6310300000 / \_\_\_\_\_  
(GL Acct) / (Fund #) / (Cost Center) / (Grand # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

---

SIGNATURE: \_\_\_\_\_

*Mayo Sanchez*

DATE: 3/11/26

# Memorandum

**To:** Doug Deweese, Director

**Dept:** Precinct 4 Maintenance

**From:** Niki Jones, Sr. Buyer, Purchasing Department

**Date:** March 10, 2026

**Re:** Renewal of IFB No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

---

The above referenced contract will expire on July 26, 2026. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence July 27, 2026 and would expire July 26, 2027.

If you wish to exercise this option to renew and continue this contract with the vendor listed below for twelve more months, please check the appropriate item and email this form back to me at [ndjones@tarrantcountytx.gov](mailto:ndjones@tarrantcountytx.gov) by March 13, 2026:

Primary      Buck's Wheel & Equipment Co  
Secondary    NAPA Auto Parts  
Alternate    O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

Yes, I wish to continue the current contract with the above mentioned vendors for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

523011 / 26100-2026 / 6410300000 / \_\_\_\_\_  
(GL Acct) / (Fund #) / (Cost Center) / (Grand # or NRG)

No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

---

SIGNATURE: \_\_\_\_\_

*Doug Deweese*

DATE: \_\_\_\_\_

*3-10-2026*

Bid No. F2024136 Annual Contract for Heavy Duty Equipment  
Truck Parts and Supplies

					Primary			
					Buck's Wheel & Equipment Co. Fort Worth, TX HUB - No Co-op - Yes		Dallas Trailer Repair Co., Inc Irving, TX HUB - No	
					Total Price	<u>\$3,011.87</u>	Total Price	<u>*\$3,829.05</u>
Line #	Description	Manufacturer	Manufacturer #	QTY UOM	Unit	Extended	Unit	Extended
1.1	Gladhand Seal	Phillips Heavy Duty	PHI 12012100	100 EA	<u>\$0.25</u>	<u>\$25.00</u>	\$0.28	\$28.00
1.2	Trailer Wire	Belden	BEL 735650	50 Per Foot	<u>\$3.96</u>	<u>\$198.00</u>	\$3.35	\$167.50
1.3	Marker and Clearance Light	Truck-Lite	LIT 5010523	15 EA	<u>\$3.00</u>	<u>\$45.00</u>	\$6.75	\$101.25
1.4	Rubber Mud Flap	Globetech	GT-2436XD	12 EA	<u>\$28.82</u>	<u>\$345.84</u>	\$19.25	\$231.00
1.5	12V Backup Alarm	Dorman	46102	10 EA	<u>\$36.67</u>	<u>\$366.70</u>	\$76.00	\$760.00
1.6	Brake Shoe Kit	GPC Global Sourcing	4709E-235M	8 EA	<u>\$71.70</u>	<u>\$573.60</u>	\$78.40	\$627.20
1.7	Airspring	Firestone	W013580783	6 EA	<u>\$168.76</u>	<u>\$1,012.56</u>	\$201.15	\$1,206.90
1.8	Shock Absorber	NAPA	65101	4 EA	<u>\$33.03</u>	<u>\$132.12</u>	\$64.55	\$258.20
1.9	Cabin Air Filter	NAPA	4117	4 EA	<u>\$20.85</u>	<u>\$83.40</u>	\$38.60	\$154.40
1.10	Trailer Breakaway Kit	Balkamp	BK 7552093	3 EA	<u>\$76.55</u>	<u>\$229.65</u>	\$98.20	\$294.60
1.11	Percent off list price.			1 EA	<u>15.0%</u>		20.0%	
Store Address					5101 North Main Street Fort Worth, TX 76179		2447 E Hwy 356 Irving, TX 75060	

Notes: Dallas Trailer Repair Co., Inc and M & D Distributors did not meet specifications because they do not have a store location in Tarrant County. A No-bid response was received from Industrial Power Truck & Equipment (Industrial Power LLC., Straus-Frank Enterprises, LLC (Advance Auto Parts and/or Carquest), Main Street Signs & Graphics and A & A Auto Parts Stores INC.

Bid No. F2024136 Annual Contract for Heavy Duty  
Equipment Truck Parts and Supplies

Line #	Description	Manufacturer	Manufacturer	QTY	UOM	Secondary				Alternate	
						M&D Distributors Dallas, TX HUB - No		NAPA Auto Parts Fort Worth, TX HUB - No Co-op - Yes		O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC) Springfield, MO HUB - No Co-op - Yes	
						Total Price	*\$85.28	Total Price	\$4,557.95	Total Price	\$4,986.07
Unit	Extended	Unit	Extended	Unit	Extended						
1.1	Gladhand Seal	Phillips Heavy Duty	PHI 12012100	100	EA	No Bid	No Bid	\$0.29	\$0.08	\$0.63	\$63.00
1.2	Trailer Wire	Belden	BEL 735650	50	Per Foot	No Bid	No Bid	\$5.63	\$18.86	\$4.72	\$236.00
1.3	Marker and Clearance Light	Truck-Lite	LIT 5010523	15	EA	No Bid	No Bid	\$7.40	\$49.95	\$4.23	\$63.45
1.4	Rubber Mud Flap	Globetech	GT-2436XD	12	EA	No Bid	No Bid	\$32.54	\$626.40	\$15.56	\$186.72
1.5	12V Backup Alarm	Dorman	46102	10	EA	No Bid	No Bid	\$53.68	\$4,079.68	\$36.20	\$362.00
1.6	Brake Shoe Kit	GPC Global Sourcing	4709E-23SM	8	EA	No Bid	No Bid	\$70.55	\$5,531.12	\$72.28	\$578.24
1.7	Airspring	Firestone	W013580783	6	EA	No Bid	No Bid	\$336.94	\$67,775.48	\$500.00	\$3,000.00
1.8	Shock Absorber	NAPA	65101	4	EA	No Bid	No Bid	\$84.01	\$5,422.85	\$67.46	\$269.84
1.9	Cabin Air Filter	NAPA	4117	4	EA	\$21.32	85.28	\$9.53	\$367.86	\$11.45	\$45.80
1.10	Trailer Breakaway Kit	Balkamp	BK 7552093	3	EA	No Bid	No Bid	\$82.99	\$8,149.62	\$60.34	\$181.02
1.11	Percent off list price.			1	EA	20.0%		45.0%		41.0%	
Store Address						2251 W Commerce St Dallas, TX 75212	3021 Alta Mere Dr Fort Worth, TX 76116	Multiple Locations Throughout Tarrant			

Notes: Dallas Trailer Repair Co., Inc and M & D Distributors did not meet specifications because they do not have a store location in Tarrant County. A No-bid response was received from Industrial Power Truck & Equipment (Industrial Power LLC, Straus-Frank Enterprises, LLC (Advance Auto Parts and/or Carquest), Main Street Signs & Graphics and A & A Auto Parts Stores INC.



## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. F2024136 - Annual Contract for Heavy Duty Equipment Truck Parts and Supplies - Countywide - Various Vendors - Exercise Second and final Option for Renewal - Same Firm Fixed Prices and Discount from List Price

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation or dedication of real property?

Yes \_\_\_\_\_ No √

2. Does the county action limit or restrict a real property right, even partially or temporarily?

Yes \_\_\_\_\_ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*

**7. Bid No. F2024136 - Annual Contract for Heavy Duty Equipment Truck Parts and Supplies - Countywide - Various Vendors - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Discount from List Price**



**TARRANT COUNTY  
COMMISSIONERS COURT COMMUNICATION**

**Court Date:** May 12, 2026

**Court Order #:** -147054

**Page:** 1 of 14

**Department:** Purchasing

**Prepared By:** Niki Jones

**Approved By:** Christopher Lax, CPSM,  
CPSD, CPCP

**SUBJECT:**

**Bid No. F2024136 - Annual Contract for Heavy Duty Equipment Truck Parts and Supplies - Countywide - Various Vendors - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Discount from List Price**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve renewal of Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, for the second and final optional twelve (12) month period at the same firm fixed prices and discount from list price.

**BACKGROUND**

On July 16, 2024, the Commissioners Court, through Court Order #143513, awarded Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, Countywide, to the following vendors:

Primary	Buck's Wheel & Equipment Co.
Secondary	NAPA Auto Parts
Alternate	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)

The awards were based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On June 3, 2025, the Commissioners Court, through Court Order #145360, approved the first renewal option.

The purpose of this contract is for the purchase of parts and supplies for maintenance and repair of the County's heavy-duty equipment trucks and equipment.

The vendors notified Purchasing in writing that their prices will remain firm through July 26, 2027. The four (4) Maintenance Precincts notified Purchasing in writing that they are pleased with the vendors and want to renew.

Therefore, it is the joint recommendation of the four (4) Maintenance Precincts and Purchasing that the Commissioners Court approve renewal of Bid No. F2024136, Annual Contract for Heavy Duty Equipment Truck Parts and Supplies, for another twelve (12) month period.

**FISCAL IMPACT**

Expenses for last year were approximately \$68,800.00. Funding is available in the following accounts:

26100-2026 Road and Bridge/6110300000 Precinct 1 Maintenance/523011 Parts and Supplies

26100-2026 Road and Bridge/6210300000 Precinct 2 Maintenance/523011 Parts and Supplies

26100-2026 Road and Bridge/6310300000 Precinct 3 Maintenance/523011 Parts and Supplies

26100-2026 Road and Bridge/6410300000 Precinct 4 Maintenance/523011 Parts and Supplies

# 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:  
 2026-1468558

Date Filed:  
 05/28/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts  
 Springfield, MO United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

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.**

F2024136  
 Annual Contract for Heavy Duty Equipment Truck Parts and Supplies

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 Roanen Barron, and my date of birth is \_\_\_\_\_.

My address is 233 S. Patterson Ave., Springfield, MO, 65802, USA.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Greene County, State of Missouri, on the 28th day of May, 2026.  
(month) (year)

Signature of authorized agent of contracting business entity  
 (Declarant)



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Authorize a Joint Administrative Agreement with Tarrant County for administration of Community Development Block Grant and approve participation in the Urban County Program for program years 2027-2029.  
**PRESENTER:** Kristin James, Assistant Director of Neighborhood Services

### **SUMMARY:**

This item authorizes the Joint Administrative Agreement between the City of North Richland Hills and Tarrant County for Program Years 2027-2029. The agreement provides for the administration of federal grant programs, including the Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) Program. Approval of the agreement will allow Tarrant County to continue administering these programs on behalf of the City during the 2027-2029 program years.

### **GENERAL DESCRIPTION:**

To continue receiving Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funding, Tarrant County must requalify as an Urban County for Program Years 2027-2029. Urban Counties are required to requalify every three years and must have a combined population of at least 200,000 residents in unincorporated areas and participating municipalities.

As part of the requalification process, Tarrant County must notify participating municipalities of their option to either remain in or withdraw from the Urban County designation. Current entitlement cities participating in the Urban County program include North Richland Hills, Euless, Grapevine, and Mansfield.

The Joint Administrative Agreement allows Tarrant County to continue administering the City's CDBG Program. As in previous years, Tarrant County will receive a 20% administrative fee for these services. In exchange, Tarrant County provides grant administration and compliance services required by the U.S. Department of Housing and Urban Development (HUD), including environmental reviews, income verification, reporting, monitoring, recordkeeping, and other federal program requirements. While the City retains authority over the selection of programs, projects, and allocation of funds,



Tarrant County is responsible for administering program activities and ensuring compliance with applicable federal, state, and local laws, as well as HUD regulations.

In order to remain eligible for participation in the Urban County program and continue receiving CDBG, HOME, and ESG funding opportunities through Tarrant County, the City Council must approve and execute a Joint Administrative Agreement every three years. Approval of this item will affirm the City's continued participation in the Urban County program and allow Tarrant County to continue administering these federal grant programs on behalf of North Richland Hills during the 2027-2029 qualification period.

**RECOMMENDATION:**

Authorize a Joint Administrative Agreement with Tarrant County for administration of Community Development Block Grant and approve participation in the Urban County Program for program years 2027-2029.



The City and the County shall not terminate or withdraw from the agreement while it remains in effect. The County may transfer the program income to the Metropolitan City, upon its termination of Urban County participation, provided that the Municipality begins participating as an independent CDBG Entitlement grantee and agrees to use the program income in its own CDBG Entitlement program.

The City and the County shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with: Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1; the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing; and Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; Section 3 of the Housing and Urban Development Act of 1968; Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42; and all other applicable Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

The City and the County have adopted and are enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. (2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of non-violent civil rights demonstrations within its jurisdiction.

Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement as described in 24 CFR 570.503.

The City and the County understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

This **JOINT ADMINISTRATIVE AGREEMENT** is made and entered into by and between the City Council of the **CITY OF NORTH RICHLAND HILLS** and **TARRANT COUNTY** and the parties hereby **AGREE** as follows:

1. Scope of Term of Services. The County through this Joint Administrative Agreement agrees to administer on behalf of the City of NORTH RICHLAND HILLS all activities and requirements of federal, state and local law, and rules and procedures of the United States

Department of Housing and Urban Development with regard to the City's Community Development Block Grant entitlement program for the Fiscal Years 2027 through 2029.

2. Distribution of CDBG. The City shall indirectly receive CDBG entitlement program funding from the County as an entitled metropolitan city through approved projects. The amount of funding shall be at least EIGHTY PERCENT (80%) of the total annual City's entitlement allocation as a metropolitan city from HUD.

3. Duties of County. The County shall be responsible for administering all activities related to the City CDBG entitlement program in accordance with 24 CFR 570.500 Subpart "J" Grant Administration, 24 CFR 570.501(b), and 24 CFR 570.503.

4. Duties of the City. The City will approve all City CDBG entitlement program funding decisions. The City will determine specific programs, projects, or any other uses to the extent permitted and consistent with HUD eligible activities.

5. Administrative Expenses. The County shall retain, for HUD eligible reimbursable administrative costs, an amount not to exceed TWENTY PERCENT (20%) of the total annual HUD allocation under 570.205, 570.206 and OMB Circular A-87 and A-133.

This Joint Administrative Agreement is executed on behalf of the **CITY OF NORTH RICHLAND HILLS** and **TARRANT COUNTY** by its duly authorized officials.

**CITY OF NORTH RICHLAND HILLS**

**TARRANT COUNTY, TEXAS**

\_\_\_\_\_  
Jack McCarty, MAYOR of CITY of NORTH RICHLAND HILLS

\_\_\_\_\_  
Tim O'Hare, COUNTY JUDGE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Craig Price*

\_\_\_\_\_  
Approved as to Form\*

**\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Authorize payment to Bound Tree Medical, LLC for consumable medical supplies and equipment using an Interlocal Agreement with the City of Midlothian for a cumulative amount not to exceed \$578,996 through the end of the current contract term ending December 31, 2028.

**PRESENTER:** Stan Tinney, Fire Chief

### **Summary:**

The North Richland Hills Fire Department, through an interlocal agreement with the City of Midlothian, purchases medical supplies and equipment from Bound Tree Medical, LLC for fire and EMS response. The current contract, effective January 1, 2026, is in its first year of a three-year term. Council approval is requested to authorize payments to Bound Tree Medical, LLC not to exceed \$578,996 cumulatively through the contract's end on December 31, 2028.

### **General Description:**

The North Richland Hills Fire Department utilizes the interlocal agreement with Midlothian to purchase consumable medical supplies and equipment from Bound Tree Medical, LLC. These supplies and equipment are used by the department during responses to fire and EMS calls and are replenished or replaced as needed.

Prior purchases were previously approved by Council on September 8, 2025, under the old contract in the amount of \$228,998. Further Council approval is not required barring the contract terms and conditions remain the same, funds are adopted in the subsequent annual budgets, and approved limit will not exceed beyond allowable without additional approval prior to contract end. Since that time, pricing and EMS call volume has increased. Funds for these purchases were included in the FY 2026 adopted budget. Future years will be addressed through the budget development process and subject to appropriation by City Council.

### **Recommendation:**

Authorize payment to Bound Tree Medical, LLC for consumable medical supplies and equipment using an Interlocal Agreement with the City of Midlothian for a cumulative



amount not to exceed \$578,996 through the end of the current contract term ending December 31, 2028.

**AMENDMENT NO. 1 TO  
CITY OF NORTH RICHLAND HILLS  
BOUND TREE MEDICAL, LLC  
COOPERATIVE PURCHASE CUSTOMER AGREEMENT**

THE STATE OF TEXAS                    §

THE COUNTY OF TARRANT            §

**WHEREAS**, the City of North Richland Hills (“City”) and Bound Tree Medical, LLC (“Contractor”) collectively referred to as the “parties,” made and entered into a Cooperative Purchase Customer Agreement effective on May 5, 2026 (“Agreement”); and

**WHEREAS**, the Agreement involves EMS Fire Department Medical Supplies provided to the City and is governed by the terms and conditions of Bid# 2025-28 (“City of Midlothian Contract”); and

**WHEREAS**, the Agreement provides for a maximum expenditure amount not to exceed \$100,000.00 in payments annually for (3) three year(s) through December 31,2028; and

**NOW THEREFORE**, City and Contractor, acting herein by and through their duly authorized representatives, enter into the following agreement:

1. Effective June 22, 2026, the Cooperative Purchasing Customer Agreement is hereby amended to modify the Agreement to provide a maximum expenditure amount which shall not exceed \$578,996.00 through December 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: \_\_\_\_\_

**BOUND TREE MEDICAL, LLC:**

By: \_\_\_\_\_  
Name, Title Rob Meriweather / President, EP

Date: 06/04/2026

**APPROVED TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Bradley A. Anderle, City Attorney

**ATTEST:**

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



(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 Bound Tree Medical, LLC. ("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 City of Midlothian ("Cooperative Entity") and Vendor, Contract No. Bid# 2025-28 , as amended, (the "Agreement") with an expiration date of 12/31/2028. 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 N/A or upon request from Vendor, (iii) the attached Vendor Quote/Purchase Order No. N/A or TBD, 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 EMS Fire Department Medical Supplies 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 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 \$ 100,000.00 ("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 20XX. 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 (3) three year(s) expiring on 12/31/2028. This Customer Agreement may be renewed for (2) two additional one-year periods. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract exceeds \$100,000, 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 \$100,000 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 31st day of March 20 26 .

[Signature Page Follows]

ACCEPTED AND AGREED:

CITY OF NORTH RICHLAND HILLS:

APPROVED: I certify that funds are currently available for this purchase.

(Check the box if \$10,000 or less)

By: Stephen Barnes  
~~Charles Benson, Purchasing Manager~~

Department Director:

By: Stan Timney  
Name: Stan Timney, Fire Chief  
Department: Fire

APPROVED:

By: Paulette A. Hartman Date: 5/5/24  
Paulette A. Hartman, City Manager

Or Designee:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Check the box if no revisions, City Attorney review and signature not required.

APPROVED TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Bradley A. Anderle, City Attorney

Bound Tree Medical, LLC :

By: Rob Meriweather  
Name: Rob Meriweather  
Title: President, EP  
Date: 04/20/2026



**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 and 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: City of Midlothian Bid# 2025-28 EMS Fire Department Medical Supplies  
Legal Name of Cooperative Contractor: City of Midlothian  
Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): **Bound Tree Medical, LLC**  
Description of Goods or Services ("Goods or Services"): **EMS Fire Department Medical Supplies**  
Cooperative Agreement: Bid# 2025-28  
Total Contract Price: \$ **100,000.00**

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 NEGLIGENCE 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**

Government Contract and Purchasing Rider  
For Contracts with the City of North Richland Hills, TX  
Vendor Name: Bound Tree Medical, LLC  
Page 1 of 3

CA-CONTRACT NO. PUR0006-20220107 – Rev 02/11/2026

**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.

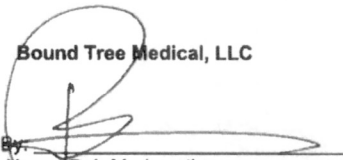
**SECTION 18. RIDER CONTROLLING:** If any provisions of the attached Agreement, conflict with the terms herein of this Government Rider, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of the City, the terms in this Government Rider shall control.

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:

Bound Tree Medical, LLC

By:   
Paulette A. Hartman  
City Manager

By:   
Name: Rob Meriweather  
Title: President, EP

Date: 5/5/24

Date: 04/20/2026

Or Designee:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

Check the box if no revisions, City Attorney review and signature not required.

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Bradley A. Anderle  
City Attorney



**AGENDA ITEM 2025-402**

**AGENDA CAPTION:** Consider and act upon awarding a three-year contract with two, one-year extension options to Bound Tree Medical, LLC (Bound Tree) with an alternate contract to Life-Assist, Inc. (Life-Assist) to provide EMS Fire Dept Medical Supplies for the City of Midlothian effective January 1, 2026.

**ITEM SUMMARY/BACKGROUND:**

An Invitation to Bid was released for EMS Fire Dept Medical Supplies on October 18, 2025. This bid was advertised in the Midlothian Mirror and on the City website on October 18<sup>th</sup> and October 25<sup>th</sup>, 2025. Three bids were received by the bid closing time on November 11, 2025, at 11:00 a.m., CST with Bound Tree and Life-Assist being the most advantageous of the three bids received. Bound Tree was the overall lowest bid and Life-assist will serve as a secondary option in the event Bound Tree cannot supply the needed product.

**SPECIAL CONSIDERATION:** Due to occasional difficulty in obtaining supplies, Bound Tree and Life-Assist are guaranteeing pricing on an annual basis, and McKesson is offering this guarantee on a quarterly basis. Vendors are unable to provide (3) three-year pricing. They are requesting this pricing review subject to manufacturer increases which will be substantiated with the EMS Battalion Chief and Purchasing Agent. They are also agreeable to price decrease consideration if applicable.

**FINANCIAL IMPACT/FUNDING SOURCE:**

These services will be on an as-needed basis throughout the year. Funding is available in 105-619-343. Contract will be three years with two one-year renewal extensions.

**ATTACHMENTS:**

- 1. Bid Tabulation

**ALTERNATIVES:**

Approve or Deny.

**RECOMMENDATION:**

Staff recommends approval as presented.

**SUBMITTED BY and TO BE PRESENTED BY:** Dale McCaskill, Fire Chief, for the December 9, 2025 City Council meeting.

**REVIEWED BY:**

Ann M. Honza

Ann Honza, CPA, Finance Director

Mary McDonald

Mary McDonald, Deputy City Secretary

**APPROVED BY:**

Chris Dick

Chris Dick, City Manager

STATE OF TEXAS           §  
  §       **AGREEMENT FOR EMS FIRE**  
  §       **DEPARTMENT MEDICAL SUPPLIES**  
COUNTY OF ELLIS       §

This Agreement for EMS Fire Department Medical Supplies (“Agreement”) is made by and between the City of Midlothian, Texas (“City”) and Bound Tree Medical, LLC (“Supplier”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference (the “Services”), and in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

The Term of this Agreement shall commence upon Contractor’s receipt of the City’s Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

**Article II**  
**Contract Documents**

- 2.1. This Agreement consists of the following items:
- (a) This Agreement;
  - (b) City’s Request for Bid Solicitation for Purchase of a 2025-28 EMS Fire Dept. Medical Supplies RFP (“City’s Bid”) (attached as Exhibit “A”); and
  - (c) Supplier’s Response to City’s Bid (attached as Exhibit “B”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

**Article III  
Scope of Services**

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

**Article IV  
Compensation**

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

**Article V  
Devotion of Time; Personnel; and Equipment**

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

**Article VI  
Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

**Article VII  
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

**Article VIII  
Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

**Article IX  
Termination**

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

**Article X  
Indemnification**

**CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF**

THE CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas  
Attn: Chris Dick  
City Manager  
215 N. 8<sup>th</sup> St  
Midlothian, Texas 76065  
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols | Jackson, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC  
Attn: Brian LaDuke, CEO  
5000 Bradenton Ave  
Dublin, OH 43017  
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

11.16 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

*(signature page to follow)*

EXECUTED this 19<sup>th</sup> day of December, 2025.

City of Midlothian, Texas


By:   
Chris Dick, City Manager

Approved as to form:

By:   
Joseph J. Gorfida, Jr., City Attorney  
(12-17-2025: FINAL 4915-6908-5570, v. 1)

EXECUTED this 22nd day of December, 2025.

Bound Tree Medical, LLC

By:   
Name: Rob Meriweather  
Title: President

**EXHIBIT "A"**  
**City's Bid**



Strong Foundations. Bright Futures.

**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2025-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us/bids.aspx](http://www.midlothian.tx.us/bids.aspx)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8<sup>th</sup> St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at [nery.pena@midlothian.tx.us](mailto:nery.pena@midlothian.tx.us) prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25  
10-26-25



**Strong Foundations. Bright Futures.**

**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28 PRE-BID MEETING: N/A**  
**BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER **AGREES** TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS **READ** AND **AGREES** TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER **GUARANTEES** PRODUCT OFFERED SHALL **MEET** OR **EXCEED** MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

All participating cities will provide a list of authorized persons and authorized delivery destinations. The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	_____	_____
(2) Secure on-line ordering?	_____	_____
(3) Vendors web site offers real-time indicators of product availability.	_____	_____
(4) Local sales representation within 50 miles?	_____	_____
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	_____	_____
(6) Sales representative is able to provide training for products offered?	_____	_____
(7) Sales representative must be available for routine visits?	_____	_____
(8) Ability to requisition to a central purchaser via internet?	_____	_____
(9) Ability to track product usage and cost for each requisitioning agency?	_____	_____
(10) Ability to ship to multiple delivery destinations?	_____	_____
(11) Ability to deliver within 48 hours with no additional charges?	_____	_____
(12) Ability to track up to 24 months of purchase history (monthly)?	_____	_____
(13) Can additional cities purchase "off" this contract?	_____	_____
(14) Ability to produce quarterly consumption reports?	_____	_____
(15) Local warehouse (within 50 miles of Midlothian)?	_____	_____
(16) Ability to pick up ordered supplies at a regional warehouse?	_____	_____
(17) Multiple distribution centers through the country?	_____	_____
(18) Sales Rep to attended at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)	_____	_____

**Bidder Must Fill In & Sign**  
Name of Firm, Company

\_\_\_\_\_  
Agent's Name

\_\_\_\_\_  
Agent's Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Email address:

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

- (19) Sales Rep to attended at least 2 GETAC EMS Committee meetings \_\_\_\_\_  
per year in Austin.
- (20) Price increases are considered on a \_\_\_\_\_ (monthly, quarterly, annual) basis only.  
Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.
- (21) Please include your RUSH Order policy in your bid. \_\_\_\_\_

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

**BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET**

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

## SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least five working days' notice** prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.**

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of

statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)**

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

**PROHIBITION OF BOYCOTT ISRAEL:** By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By submission of this RFP response, the Respondent verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE**

**ASSOCIATIONS:** By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.



# Bound Tree

CITY OF MIDLOTHIAN  
PURCHASING DEPARTMENT

MEDICAL SUPPLIES

RFP NO. 2025-28

DUE – NOVEMBER 11, 2025, 11:00AM

800.533.0523 | [www.boundtree.com](http://www.boundtree.com)

 **Bound Tree**  
Your Partner In EMS

November 11, 2025

City of Midlothian  
Purchasing Office  
215 N. 8<sup>th</sup> St  
Midlothian, TX 76065

To Whom it May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the City of Midlothian Medical Supplies Bid No. 2025-28. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

**Bid Proposal**

- Bid General Provisions & Specifications
- Signed Bid Document
- Proposal Information & Pricing
- Bound Tree Medical Item Numbers & Descriptions

**About Bound Tree Medical**

- Customer References
- Bound Tree Distribution Network
- Customer Service Information
- Return & Warranty Information
- Online Ordering Capabilities
- Price Adjustments Due to Tariffs
- BTM Price Increase Policy
- Bound Tree Certificates of Insurance
- Bound Tree W-9

**Solutions and Services**

- BTM Pharmaceutical Advantage & VAWD Certification
- Curaplex and Kitting
- Bound Tree Subscriptions
- Inventory Management
- EMS Advocacy
- Disaster Program Information
- Access to Continuing Education

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

**Greg Wolf**  
Account Manager  
817.658.4168  
[greg.wolf@boundtree.com](mailto:greg.wolf@boundtree.com)

**Heather Legg**  
Pricing Analyst, Bids & Contracts  
614.760.5179  
[heather.legg@boundtree.com](mailto:heather.legg@boundtree.com)

## WHY BOUND TREE MEDICAL?

Bound Tree recognizes and understands the challenges that City of Midlothian is facing today and believe we can provide solutions and services to help mitigate and solve many of them. We will offer you 100% of our resources and abilities. We believe that there is no other company that can offer the same combination of competitive pricing, exceptional customer service, online ordering, disaster preparedness, inventory solutions, reporting, and exceptional fill rates as Bound Tree. As a trusted Partner in EMS for 45 years, we've made it our mission to help you save minutes and save lives. We strive to understand your unique needs and provide you with the right products, services, and support.

## THE RIGHT PRODUCTS

Curaplex® by Bound Tree – Aside from offering national, well-known brands, Bound Tree's Curaplex portfolio of products is an advantage to your business, providing what you need when it comes to product availability, price, selection and quality on the items you use the most. Curaplex® is designed for customers who want the best value but aren't willing to compromise on quality and patient care.

Pharmaceuticals – Bound Tree sells a full line of EMS pharmaceuticals including Class II, III, and IV scheduled drugs. As a leader in the industry, we have VAWD accreditation from the National Association of Boards of Pharmacy and are compliant with FDA Pedigree requirements as set forth by the Drug Supply Chain Security Act. We also provide weekly pharmaceutical backorder reports with up-to-date industry information.

Recertified Equipment – Bound Tree's offers recertified AEDs, defibrillators, ECG monitors, infusion pumps, pulse oximeters, suction units, ventilators, and vital sign monitors from leading manufacturers. Our highly trained biomedical technicians painstakingly recertify all critical care equipment to ensure a quality product at a savings up to 50% of new equipment. This will be beneficial when you need service on your IV pumps or if you find the need for additional ones.

## THE RIGHT SERVICES

Operative IQ Inventory Management – Operative IQ improves productivity by connecting the functional areas of your operation. It allows people to share information, reduce labor hours and material costs, improve service levels and communication, and make informed business decisions.

UCapIt Controlled Medical Supply Dispensing – UCapIt allows EMS, Pharmaceutical and other medical professionals the ability to restock their units 24/7 and have real-time usage and inventory tracking. Annual savings using the UCapIt dispenser have been realized up to 30% related to shrink, expiration management and overhead.

Controlled Substances Ordering System – The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. This allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.

### THE RIGHT SUPPORT

*Sales Support Team* – City of Midlothian has a dedicated Account Manager, who along with being readily available, will provide quarterly business reviews to maintain performance, maximize results and adjust to any changing needs and requirements City of Midlothian may have. Our Customer Service Team is trained and available 7:30 am – 8:00 pm ET to respond to customer inquiries regarding items, availability, shipment, delivery, and product substitutions when needed in the event of longer-term backorders.

*Bound Tree University* – Our Bound Tree EDU provides 5 Free CE accredited courses, to help drive employee retention and on-going training. With 150+ hours of recorded classes available on-demand and live classes five days a week, it meets all of the requirements for NREMT, State license, CFRN, and now FP-C and CCP-C as well (meets w requirements for full renewal).

### THE RIGHT INFRASTRUCTURE

*BoundTree.com* – The Bound Tree website offers convenient 24/7/365 access to product information and ordering, supply lists, order history, electronic requisitions, and email notifications. We also offer Electronic Data Interchange (EDI) compatibility.

*Nationwide Distribution* – For operational efficiency and faster disaster response, Bound Tree operates 5 distribution centers nationwide. Ninety-six percent of all our customers can be reached using UPS Ground within 2 business days.

*Medical Device Kitting* – Bound Tree operates an FDA approved medical device kitting facility. Curaplex® pre-assembled kits solve a variety of your everyday challenges, so you spend less time worrying about the details and more time focusing on patient care. Curaplex® kits give you the ability to respond quickly to emergency scenarios by providing immediate access to the supplies you need. Custom Kitting solutions are also available.

*Disaster Support* – Call Bound Tree's Disaster Support Hotline at 800-863-0953 to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts. Our Disaster Response Team was activated several times during the recent hurricanes helping to supply relief efforts.

**Bound Tree Medical, LLC – A Limited Liability Corporation**

Fed ID # 31-1739487  
Dubs and Bradstreet # 070556204

**Mailing & Physical Address:**  
5000 Bradenton Ave.  
Dublin, Ohio 43017-3520

**Payment Address:**  
23537 Network Place  
Chicago, Illinois 60673-1235

**Primary Point of Contact:**  
Greg Wolf  
Mobile: 817.658.4168  
Direct: 817.658.4168  
Email: [greg.wolf@Boundtree.com](mailto:greg.wolf@Boundtree.com)

**Contract Clarification Requests:**  
Heather Legg – Pricing Analyst, Bids & Contracts  
Phone: 614-760-5179  
Email: [heather.legg@Boundtree.com](mailto:heather.legg@Boundtree.com)

**Bound Tree Medical Principals:**  
Rob Meriweather – President  
Brian LaDuke – CEO  
Darrell Hughes –Secretary  
Shawn Saylor – Treasurer

**Additional Contact Information:**  
Main Phone: 800.533.0523  
Main Fax: 877.311.2437  
Customer Service – [CustomerService@Boundtree.com](mailto:CustomerService@Boundtree.com)  
Bids & Contracts – [SubmitBids@Boundtree.com](mailto:SubmitBids@Boundtree.com)

**ADDENDUM #1**  
**2025-28**

**EMS Medical Supplies**

The following clarifications were requested regarding the captioned RFP. The replies are in red.

- Bid asks for a total of each section however does not give a quantity to multiply the bid price against- how are we to provide totals?

On the quantity columns, please indicate how many are in your box/case. The totals at the bottom will be for 1 each/box/case.

- Is DocuSign an acceptable form of signature?

Yes

- Just to be clear, you will accept price increases anytime during the 5 years with a 30-day notice if we receive an increase on an item?

Timeframes for price changes are a part of your bid. Page 3 #20 Page 9 #7

- During this time of uncertainty, we are experiencing unexpected increases across all product categories from all manufacturers they will not all provide documentation or notification of these increases, are we allowed to present the changes increase/decrease as we receive them with the 30-day notice without the documentation if we do not have it?

Proof of increase is required.

- For products listed as NO Substitution- and the listed Manufacturer is Curaplex, can we provide our equivalent product? Curaplex is a private label for BoundTree Medical, if we cannot provide our equivalent product this would be a sole source bid item and they should be removed from the bid or allow for other bidders to bid the equal item for the bid to be considered fair and impartial. Will you remove the NO Substitution from these line items?

In regard to the Curaplex question. Several items are sole source from Curaplex that we presently use. It would be detrimental and cost prohibitive to change up some of these and start using another brand. I will highlight the ones that are an absolute that as a department, we cannot start over on. These are all in Red. The ones in yellow, they can bid as equivalent. I would want samples of their items in Yellow to see if they are equivalent to what we are using now. Per KC

- Upon review, if there are bid terms and conditions the Vendor may not be able to agree to, will the City allow the Vendor to include clarifications or exceptions as part of its bid submission?

Yes, but this will be considered when "Best Value" for City is determined.

**Strong Foundations. Bright Futures.**

215 N. 8<sup>th</sup> St | Midlothian, Texas 76065 | PH: 972.775.3481 | FAX: 972.775.7122 | midlothian.tx.us

- Are these lines duplicates? If not, what are the manufacturer item numbers for each line?

133 Extrication Collar, Ambu Perfit ACE, Adult, Adjustable 16 Settings  
 134 Extrication Collar, Ambu Perfit ACE, Child, Adjustable

These duplicates have been removed.

- We need clarification on the lines below. The BTM item numbers listed are no longer valid and Medical Devices Intl no longer makes the Econo-Vac. Are you looking for Faspints made by Hartwell? If so, these lines will need to be updated with the correct item numbers.

FastSplint Vacuum Large (EMS Econo-Vac) Wrist/Ankle Only  
 FastSplint Vacuum Medium (EMS Econo-Vac) Arm only  
 FastSplint Vacuum Small (EMS Econo-Vac) Leg Only

135-137 can be Hartwell.

- This is available in multiple sizes. Which size are you requesting?

161 SAM Pelvic Slng II

Medium has been added to Description.

- It appears these lines cutoff the complete description. We need the manufacturer item# for these.

173 Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or  
 194 Isolation kit, Incl Impermeable gown, gloves, biohazard bag, mask w/shield, shoe covers, cap, disp

These should be the branded version of their kit that has the items listed in the description.

- This line is marked NO SUB, but I am unable to locate this size. Please provide the Becton Dickison item#

239 Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle

239 is a typo. Should be 23 ga needle. BD SKU: 303307. Correction made on bid sheet.

- We need to know the manufacturer item# for these lines.

275 NIBP Cuff-Reusable, Adult  
 276 NIBP Cuff-Reusable, Child  
 277 NIBP Cuff-Reusable, Infant  
 278 NIBP Cuff-Reusable, Large Adult  
 279 NIBP Cuff-Reusable, Small Adult

Added Bayonet Connector to Description

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- These lines are marked NO SUB but the Part Numbers provided are no longer available. Will you remove the NO SUB so we can bid a comparable product?

291	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100/BX
292	SMART CAPNOLINE, PEDIATRIC, NON INTUBATED, ORAL NASAL W/OXYGEN TUBING 25/BX

These are the standard capnoline parts from Stryker. We are working off the parts number list provided. These need to be the Stryker/Microstream. These are not to be generic but the Stryker/Microstream part. If generics are quoted, they should be listed on the bottom of the bid or under vendor comments.

- Is it possible to have usage for the line items listed in the bid?  
We do not have this information.
- I see that the questions are not due until 11/6 and the bid is due 11/11 at 11am. In order to meet the deadline, we would need to send the bid out on 11/7. Will there be an addendum answering the questions submitted prior to 11/7 or will the due date be extended to allow for time for us to complete the bid?

Addendum 1 posting 11/03/25. It is unable to tell if an additional addendum will be required. At this time, an extension being added to the due date of the bid is not expected.


Additional change, on line 453, the Laerdal and non-substitution has been removed on the lubricating jelly.

**REVISED BID SHEET INCLUDED WITH THIS ADDENDUM. BE SURE TO USE THE AMENDED BID SHEET WITH YOUR RESPONSE.**

**ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID**

**NAME AND ADDRESS OF COMPANY:      AUTHORIZED REPRESENTATIVE**

Bound Tree Medical, LLC  
5000 Bradenton Ave.  
Dublin, OH 43017

Signature   
Name Rob Meriweather  
Title President, EP  
Tel. No. 800-533-0523

**Strong Foundations. Bright Futures.**



**Strong Foundations. Bright Futures.**

**CITY OF MIDLOTHIAN  
INVITATION TO BID  
BID# 2025-28 EMS Fire Dept.  
Medical Supplies**

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at  
[www.midlothian.tx.us/bids.aspx](http://www.midlothian.tx.us/bids.aspx)  
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

**Bids will be received at the City of Midlothian, Purchasing Office, 215 N. 8<sup>th</sup> St, Midlothian, TX 76065 until 11:00 a.m. Tuesday, November 11, 2025.**

**No late bids will be considered.**

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Nery Pena, Purchasing Agent at [nery.pena@midlothian.tx.us](mailto:nery.pena@midlothian.tx.us) prior to Thursday, November 6, 2025, at 11:00 AM.

PUBLISHED: 10-19-25  
10-26-25



**Strong Foundations. Bright Futures.**

**BID TITLE: EMS FIRE DEPT. MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28      PRE-BID MEETING: N/A**  
**BID OPENING DATE: Tuesday, November 11, 2025, 11:00 AM**  
**LATE BIDS WILL NOT BE CONSIDERED.**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.**

**Bidder Must Fill In & Sign**

Name of Firm, Company

<b>Agent's Name</b> Bound Tree Medical, LLC		
<b>Agent's Title</b> President, EP		
<b>Mailing Address</b> 5000 Bradenton Ave.		
<b>City</b> Dublin,	<b>State</b> Ohio	<b>Zip</b> 43017
<b>Telephone</b> 800-533-0523		
<b>Fax No.</b> 877-311-2437		
<b>Email address:</b> submitbids@boundtree.com		

**AUTHORIZED SIGNATURE**

All participating cities will provide a list of authorized persons and authorized delivery destinations.

The City of Midlothian is desirous of the following. Please specify if your firm can provide the following.

	YES	NO
(1) Ability to order from a template over the internet?	<u>  x  </u>	<u>      </u>
(2) Secure on-line ordering?	<u>  x  </u>	<u>      </u>
(3) Vendors web site offers real-time indicators of product availability.	<u>  x  </u>	<u>      </u>
(4) Local sales representation within 50 miles?	<u>  x  </u>	<u>      </u>
(5) Sales representative has an EMS background, clinical experience, and familiarity with pre-hospital medicine?	<u>  x  </u>	<u>      </u>
(6) Sales representative is able to provide training for products offered?	<u>  x  </u>	<u>      </u>
(7) Sales representative must be available for routine visits?	<u>  x  </u>	<u>      </u>
(8) Ability to requisition to a central purchaser via internet?	<u>  x  </u>	<u>      </u>
(9) Ability to track product usage and cost for each requisitioning agency?	<u>  x  </u>	<u>      </u>
(10) Ability to ship to multiple delivery destinations?	<u>  x  </u>	<u>      </u>
(11) Ability to deliver within 48 hours with no additional charges?	<u>  x  </u>	<u>      </u>
(12) Ability to track up to 24 months of purchase history (monthly)?	<u>  x  </u>	<u>      </u>
(13) Can additional cities purchase "off" this contract?	<u>  x  </u>	<u>      </u>
(14) Ability to produce quarterly consumption reports?	<u>  x  </u>	<u>      </u>
(15) Local warehouse (within 50 miles of Midlothian)?	<u>  x  </u>	<u>      </u>
(16) Ability to pick up ordered supplies at a regional warehouse?	<u>  x  </u>	<u>      </u>
(17) Multiple distribution centers through the country?	<u>  x  </u>	<u>      </u>
(18) Sales Rep to attend at least 6 local Regional Advisory Council EMS committee meetings per year (TSA-E)	<u>  x  </u>	<u>      </u>

(19) Sales Rep to attended at least 2 GETAC EMS Committee meetings  
per year in Austin.   x  

(20) Price increases are considered on a   annual   (monthly, quarterly, annual) basis only.  
Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.

(21) Please include your RUSH Order policy in your bid.   Included in response  

Winning Vendor: Must provide one (1) yearly product review meeting. Meeting location and date will be decided upon between the City of Midlothian and the winning vendor.

### **BID SHEETS FOUND FOLLOWING ON SEPARATE SPREADSHEET**

“By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.”

## SOLICITATION STANDARD TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** as stated in document. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time, and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

**EMS FIRE DEPT.**  
**MEDICAL SUPPLIES**  
**BID NUMBER: 2025-28**

**SPECIFICATIONS (MINIMUM):**

**SCOPE:** The City of Midlothian seeks competitive bids for Medical Supplies for the City of Midlothian Fire Department.

**REQUIREMENTS:** Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **All unit pricing shall be specified on the attached pricing sheets.** Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded in whole or in part to the vendor(s) who provide(s) goods or services at the best value for the City.

**QUANTITIES:** Proposed quantities are and may be subject to additions and/or deletions. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of Midlothian reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract.

**ACCEPTANCE AND NONCONFORMING STANDARDS:** All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

**EVALUATION CRITERIA:** Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder or bidders who provides goods or services at the best value for the City of Midlothian. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of Midlothian.

**AUDIT:** Supplier shall provide the City of Midlothian a line-item report of quantities and expenditures at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

**NON-FUNDING CLAUSE:** The City of Midlothian's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Midlothian reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**TERM OF CONTRACT AND OPTION TO EXTEND:** The contract shall be for an initial term of three (3) years beginning upon City Council approval or the assigned effective date. Two (2), one-year renewal periods will be available if both parties agree to contract renewal. Contract rates can be adjusted upward or downward as outlined in the Escalation/De-Escalation Clause of the bid.

**CONTRACT TERMINATION:** The City of Midlothian reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**INSURANCE AND BONDS:** The Contractor is responsible for meeting the following minimum limits of insurance and bond coverage, or as outlined in the Scope of Work:

Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of

statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence.
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ETHICS ACKNOWLEDGEMENT**

Any vendor or contractor entering into this contract or agreement with the City of Midlothian, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of Midlothian which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of Midlothian for a period of three years.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Midlothian.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**BID DELIVERY:** The City of Midlothian Purchasing Department shall accept **sealed** bids Monday through Friday, 8:00 a.m. - 5:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

**HB 1295 FORM:** At time of contract execution vendor must provide a signed and notarized HB 1295 Form received directly from the State of Texas. <https://www.ethics.state.tx.us/whatsnew/elfinfo/form1295.htm>. Lobbying of selection committee members, City staff, or City Council members will not be permitted nor tolerated during the RFP process.

**PROHIBITION OF BOYCOTT ISRAEL:** By submission of this RFP response, the respondent verifies that they will not Boycott Israel and agrees that during the term of this Contract, they will not Boycott Israel as that term is defined in Chapter 2270, Texas Government Code. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full-time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

**PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By submission of this RFP response, the Respondent verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

**PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE**

**ASSOCIATIONS:** By submission of this RFP response, the Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Respondent has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if the Respondent is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the submittals from a company were able to provide the required certification.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 SPECIFICATIONS**

**INTENT**

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

**MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS**

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (3) years. The City of Midlothian reserves the right to renew this contract for (2) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the three-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 215 N. 8<sup>th</sup> St, Midlothian TX 76065.

Seventy-five days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

**EMS FIRE DEPARTMENT**  
**MEDICAL SUPPLIES**  
**BID 2025-28 CONDITIONS OF BIDDING**

(Full compliance with the following conditions is necessary for consideration of this bid)

1. Signature: This bid must be signed by a company representative authorized to bind the offer contractually.
2. Unit Prices and Extensions: If there is a difference between unit price and their extension, the unit price will govern.
3. Freight and Other Delivery Charges: All bids will be F.O.B. delivery address, freight prepaid. Charges will not be added after the bid is opened. The City of Midlothian assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
4. Acceptance: The materials and/or services delivered under this bid/quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.
5. Discount: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice (per conditions of contract).
6. Payment: net 30 days from acceptance of goods/services, receipt of original vendor invoice, and/or all other required documents required in the detailed specification of this bid/quote.
7. Escalation/De-Escalation. The bid will be awarded with escalation/de-escalation pricing, in which the vendor is required to give a 30-day written notice before price increases. Requested increases must be a factor beyond the control of the bidder. The increase shall not exceed the percentage increase passed on by the manufacturer, and proof of need for increase must be documented by manufacture's letter and forwarded to the Purchasing Agent. Any increase must be approved by the using department and the Purchasing Division before acceptance. ***Price increases are allowed only as stated in bid. Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction.***
8. Federal or State Taxes: The city is exempt from taxes by Federal Excise Registration #A-312726 and State Permit #75-6000-609.
9. Guarantees and Warranties: Must be attached to the bid and may be considered in awarding the bid. Seller shall guarantee and warrant that the equipment or product offered will meet or exceed specification identified in the bid invitation and are suitable for and will perform in accordance with their intended purpose. The seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specification, the Seller shall upon written request from the City, promptly remove such equipment or product without further expense to the City at the City's request, the Vendor will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.
12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.
13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.
14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.
15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.
16. Pharmaceutical Requirements:
  - a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
  - b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
  - c) Vendor must be in and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.
17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.
18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.
19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
20. Trade Secrets, Confidential information and the Texas Public Information Act: If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Midlothian will honor your notation of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as privileged or confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged or confidential under Section

552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester. Marking your entire bid CONFIDENTIAL/PROPRIETARY will not necessarily make it, or any part thereof, exempt from the public disclosure requirement of the Texas Public Information Act.

21. HUBS: The City of Midlothian hereby notifies all bidders that in regard to any contract entered into pursuant to the invitation to Bid: Historically Underutilized Businesses (HUB'S) will be afforded equal opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award. HUB(s) are defined as certified businesses that are at least 51% owned, operated, and controlled by qualifying groups which include: Asian Pacific Americans, Black-Americans, Hispanic Americans, Native Americans, and women.
22. Any contract made, or purchase order issued, as a result of this invitation to Bid, shall be governed under the laws of the State of Texas with performance and venue to be in Ellis County, Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, And Local laws, regulation, and executive orders to the extent that the same may be applicable.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a) Have adequate financial resources required, or the ability to obtain such resources as required;
  - b) Be able to comply with the required or proposed delivery schedule;
  - c) Have a satisfactory record of performance;
  - d) Have a satisfactory record of integrity and ethics;
  - e) Be otherwise qualified and eligible to receive an award;
  - f) Provide a list of other cities they currently contract with in the area.
24. Bidders may request withdrawal of a sealed proposal prior to the bid opening time provided the request for withdrawal is submitted to the City Purchasing Agent in writing.
25. Changes in Specifications or Interpretations: If it becomes necessary for the City to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by and all bidders shall not rely upon any oral representations, clarifications, or changes made in the provided written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.
26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.
27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject the entire bid.
28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.
  - 1.) Is your principle place of business in the State of Texas? YES \_\_\_ NO x
  - 2.) If the answer to question (1) is "yes", no further information is necessary, if "no" please indicate:
    - a.) In which state is your principal place of business located? Ohio
    - b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES \_\_\_ NO x
    - c.) If yes, what is that dollar increment or percentage? \_\_\_\_\_

The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.
30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.
31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.
32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.
33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.
34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.
35. Termination for Default: The City of Midlothian 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 of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:
  - a) Meet delivery schedules.
  - b) Perform in accordance with these specifications and/or
  - c) Transfers, assigns or conveys any or all of its obligations or duties to another.
  - d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
  - e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

**Bidders who are able to provide the following services will be looked favorably upon.**

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.

Yes  No

2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?

Yes  No

3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?

Yes  No

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?

Yes  No

5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?

Yes  No

Provide a copy of this program if available.

## REFERENCES

*Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: Baltimore City Fire Department

Address: 3500 West Northern Parkway Baltimore, MD 21215

Contact Person: Jerami Bennett, Lieutenant

Telephone: ( 410 ) 396-2718

Email: jerami.bennett@baltimorecity.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Columbus Division of Fire

Address: 2028 Williams Rd Columbus, OH 43207

Contact Person: Jessica Barnhart, Medical Supply Specialist

Telephone: ( 614 ) 616-4699

Email: jbarnhart@columbus.gov

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

Company Name: City of Tampa Fire Department

Address: 808 East Zack Street Tampa, FL 33602

Contact Person: Barbara Tripp, Fire Chief

Telephone: ( 352 ) 406-2573

Email: barbara.tripp@tampagov.net

Product Purchased by Reference: Medical Supplies and Pharmaceutical Supplies

### SUPPLIER INFORMATION FORM

<b>COMPANY'S FULL BUSINESS NAME:</b>	Bound Tree Medical, LLC
<b>PHYSICAL ADDRESS:</b>	5000 Bradenton Ave. Dublin, OH 43017
<b>PHONE #:</b>	800-533-0523
<b>FAX #:</b>	877-311-2437
<b>CONTACT PERSON:</b>	Greg Wolf, Account Manager
<b>PHONE #:</b>	817-658-4168
<b>REMITTANCE ADDRESS:</b>	Bound Tree Medical, LLC 23537 Network Pl. Chicago, IL 60673-1235
<b>PHONE #:</b>	800-533-0523
<b>FAX #:</b>	877-311-2437
<b>CONTACT PERSON:</b>	Heather Legg, Pricing Analyst, Bids & Contracts
<b>PHONE #:</b>	800-533-0523 x5179
<b>PAYMENT TERMS DISCOUNT:</b>	0 Net / 30 Days
<b>COMPANY TAX ID#:</b>	31-1739487



COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
CITY OF NORTH RICHLAND HILLS AND CITY OF MIDLOTHIAN

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the City of Midlothian, hereinafter referred to as "COM".

Pursuant to the authority granted by Chapter 271 of the Texas Local Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and COM desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by COM through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications and under the terms and conditions that have been agreed to by the parties. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent shall be designated as the official representative to act for NRH in all matters relating to this cooperative purchasing agreement.

II.

\*\*\*\*\*

1. COM shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. COM will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications and under the terms and conditions that have been agreed to by the parties. COM shall be responsible for the Vendors



compliance with all conditions of delivery, price and quality of the purchased goods or services.

- 3. COM shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
- 4. Purchasing Manager shall be designated as the official representative to act for COM in all matters relating to this cooperative purchasing agreement.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

CITY OF MIDLOTHIAN

BY: Mark Henderson  
City Manager

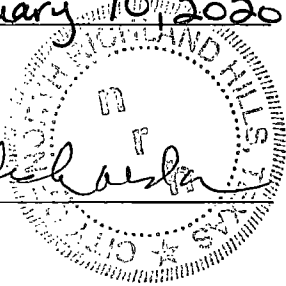
BY: [Signature]  
TITLE City Manager

DATE: January 10, 2020

DATE: 11-18-19

ATTEST:  
Wesley DeLoach  
City Secretary

ATTEST:  
Sammy Varner  
TITLE: City Secretary



APPROVED AS TO FORM:

[Signature]  
Attorney for the City

APPROVED AS TO FORM:

[Signature]  
Attorney for the City of Midlothian

NRH Council Action (Y) N

Date Approved 12-9-19

Agenda No. B.4

Ord / Res No.       



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

122

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:  
2026-1472141

Date Filed:  
06/04/2026

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Bound Tree Medical, LLC  
DUBLIN, OH United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
North Richland Hills Fire Department

**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.**

2025-28  
EMS Medical Supplies

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.**

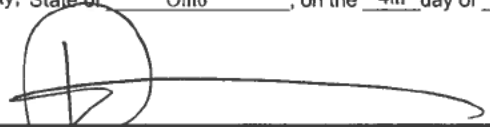
**6 UNSWORN DECLARATION**

My name is Rob Meriweather, and my date of birth is                     .

My address is 5000 Bradenton Ave., Dublin, OH, 43017, US.  
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Franklin County, State of Ohio, on the 4th day of June, 2026.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Authorize the City Manager to enter into a Memorandum of Understanding for a period of five years with the Texas Division of Emergency Management for Texas Emergency Management Assistance Team Participation.  
**PRESENTER:** Jase Smith, Assistant Fire Chief

### **SUMMARY:**

This item is to authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Texas Division of Emergency Management (TDEM) for participation in the Texas Emergency Management Assistance Team (TEMAT) program. Approval of the MOU will allow the city to receive reimbursement for eligible personnel, equipment, travel, and other deployment-related expenses incurred when city staff is deployed in support of state emergency management operations and disaster response efforts.

### **GENERAL DESCRIPTION:**

The Texas Emergency Management Assistance Team (TEMAT) program provides a statewide framework for deploying qualified emergency management personnel and resources to support communities affected by disasters and large-scale emergencies. The City's participation in state mutual aid efforts provides several benefits, including enhanced interagency coordination, opportunities for personnel to gain valuable disaster response experience, and the ability to support communities across Texas during times of need. Participation also helps strengthen relationships with state and local emergency management partners, improving preparedness and response capabilities that may ultimately benefit our community during future emergencies.

While the City currently deploys personnel under state mutual aid assignments when requested, approval of this Memorandum of Understanding (MOU) formally establishes the City's participation in the TEMAT program and ensures that personnel, equipment, travel, and other eligible deployment-related expenses are reimbursed in accordance with program requirements. Execution of the MOU will allow the city to continue supporting statewide emergency response efforts.



**RECOMMENDATION:**

Authorize the City Manager to enter into a Memorandum of Understanding for a period of five years with the Texas Division of Emergency Management for Texas Emergency Management Assistance Team Participation.

**Memorandum of Understanding  
Between  
Texas Division of Emergency Management  
and Texas Emergency Management Assistance Teams Participating  
Jurisdiction/Employer**

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer \_\_\_\_\_ City of North Richland Hills \_\_\_\_\_ (“Jurisdiction”).

**I. PURPOSE**

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

<b>TEMAT Program</b>	<b>State Agency Program Administrator</b>	<b>Program Summary</b>
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

## IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

## V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
  1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
  2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
  3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
  5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
  6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

- B. The TDEM shall ensure that the Program Administrator(s) will do the following:
1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
  2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
  3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
  4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
  5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
  6. Develop, implement, and exercise an internal notification and call-out system for Members.
  7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
  8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
  9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
  10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
  11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

## **VI. QUALIFICATIONS, TRAINING, AND EXERCISES**

### **A. TEMAT Training and Exercises – Jurisdiction Sponsored:**

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

### **TEMAT Training and Exercises – State or Program Administrator Sponsored:**

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

### **B. Minimum Qualification and Training Requirements**

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

## **VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

### **A. Reimbursement of Administrators/Jurisdiction**

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

## **VIII. Liability and Workers' Compensation for State Activation/And Training**

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

## **IX. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

**X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	<input checked="" type="checkbox"/>	RD
Public Works Response Team (PWRT)	<input checked="" type="checkbox"/>	BB
Texas A&M Task Force 1	<input checked="" type="checkbox"/>	JS
State of Texas Incident Management Team (IMT)	<input checked="" type="checkbox"/>	RD
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input checked="" type="checkbox"/>	JS

## XI. POINTS OF CONTACT

	<b>TDEM</b>	<b>TEMAT Coordinator</b>
<b>Name:</b>	Chief Nim Kidd	Kharley Smith
<b>Title:</b>	Chair – Texas Emergency Management Council	ISTF Division Chief
<b>Address Line 1:</b>	313 E Anderson Ln	313 E Anderson Ln
<b>Address Line 2:</b>	Building 3	Building 3
<b>City, State, Zip:</b>	Austin, TX 78752	Austin, TX 78752
<b>Phone Number:</b>	512-424-2436	512-424-2436
<b>Email:</b>	<a href="mailto:Nim.kidd@tdem.texas.gov">Nim.kidd@tdem.texas.gov</a>	<a href="mailto:kharley.smith@tdem.texas.gov">kharley.smith@tdem.texas.gov</a>

	<b>Jurisdiction</b>
<b>Name:</b>	<u>  </u> Jase Smith
<b>Title:</b>	<u>  </u> Assistant Fire Chief
<b>Address Line 1:</b>	<u>  </u> 4301 City Point Dr.
<b>Address Line 2:</b>	<u>  </u>
<b>City, State, Zip:</b>	<u>  </u> NRH, TX. 76180
<b>Phone Number:</b>	<u>  </u> 817-427-6900
<b>Email:</b>	<u>  </u> jbsmith@nrhfd.com

## XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

**XIII. ENTIRE AGREEMENT**

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

**TEXAS DIVISION OF EMERGENCY MANAGEMENT**

Signature: \_\_\_\_\_  
 Name: W. Nim Kidd  
 Title: Chief, Texas Division of Emergency Management  
 Date: \_\_\_\_\_

**JURISDICTION**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager     **DATE:** June 22, 2026  
**SUBJECT:** ZC26-0158, Ordinance No. 3961, Public hearing and consideration of a request from Dent Tex for a special use permit for truck rental at 7507 Boulevard 26, being 0.654 acres described as Lot 10R, North Edgley Addition.  
**PRESENTER:** Cori Reaume, Director of Planning

### **SUMMARY:**

On behalf of Dent Tex, Paul Conover is requesting a special use permit for truck rental associated with an existing business on a 0.654-acre property located at 7507 Boulevard 26.

### **GENERAL DESCRIPTION:**

The property is located at the northeast corner of Boulevard 26 and Ken Michael Court. The site is developed with a 6,400-square-foot building constructed in 1987 and designed for automobile service and repair uses. Single-family residential uses are located north of the site and to the west across Ken Michael Court. An auto repair shop is also located across from the site on Ken Michael Court, with the Oncor electric distribution line easement to the east.

The applicant currently operates a dent repair business on the property and proposes to add U-Haul truck rental as an accessory use on the property. The property is zoned C-2 (Commercial), and truck rental requires approval of a special use permit in this zoning district. The applicant proposes to keep up to two trucks for rental on the site at one time, with the trucks being parked near the rear northeast corner of the site. The proposed conditions of approval would disallow the applicant from parking the rental trucks on the south or west side of the property along Ken Michael Court.

The proposed conditions of approval for this special use permit are attached. Applications for special use permits provide an opportunity to address modifications to specific site development and building design standards for the site. These conditions are based on the applicant's proposed development of the property. These conditions may be modified throughout the public hearing process, but they are subject to final approval by City Council.

**VISION2030 COMPREHENSIVE PLAN:** This area is designated on the Land Use Plan as Retail Commercial. The Retail Commercial land use category provides sites for community and regional shopping centers, commercial establishments, and employment centers. These sites are typically located on highways and major thoroughfares at key intersections.



**CURRENT ZONING:** The property is zoned C-2 (Commercial). This district is intended to provide for the development of retail and general business uses primarily to serve the community and region. Uses include a wide variety of business activities and may involve limited outdoor storage, service, or display. The C-2 district should be located away from low and medium density residential development and should be used as a buffer between retail and industrial uses. The district is also appropriate along business corridors as indicated on the land use plan.

**SURROUNDING ZONING | LAND USE:**

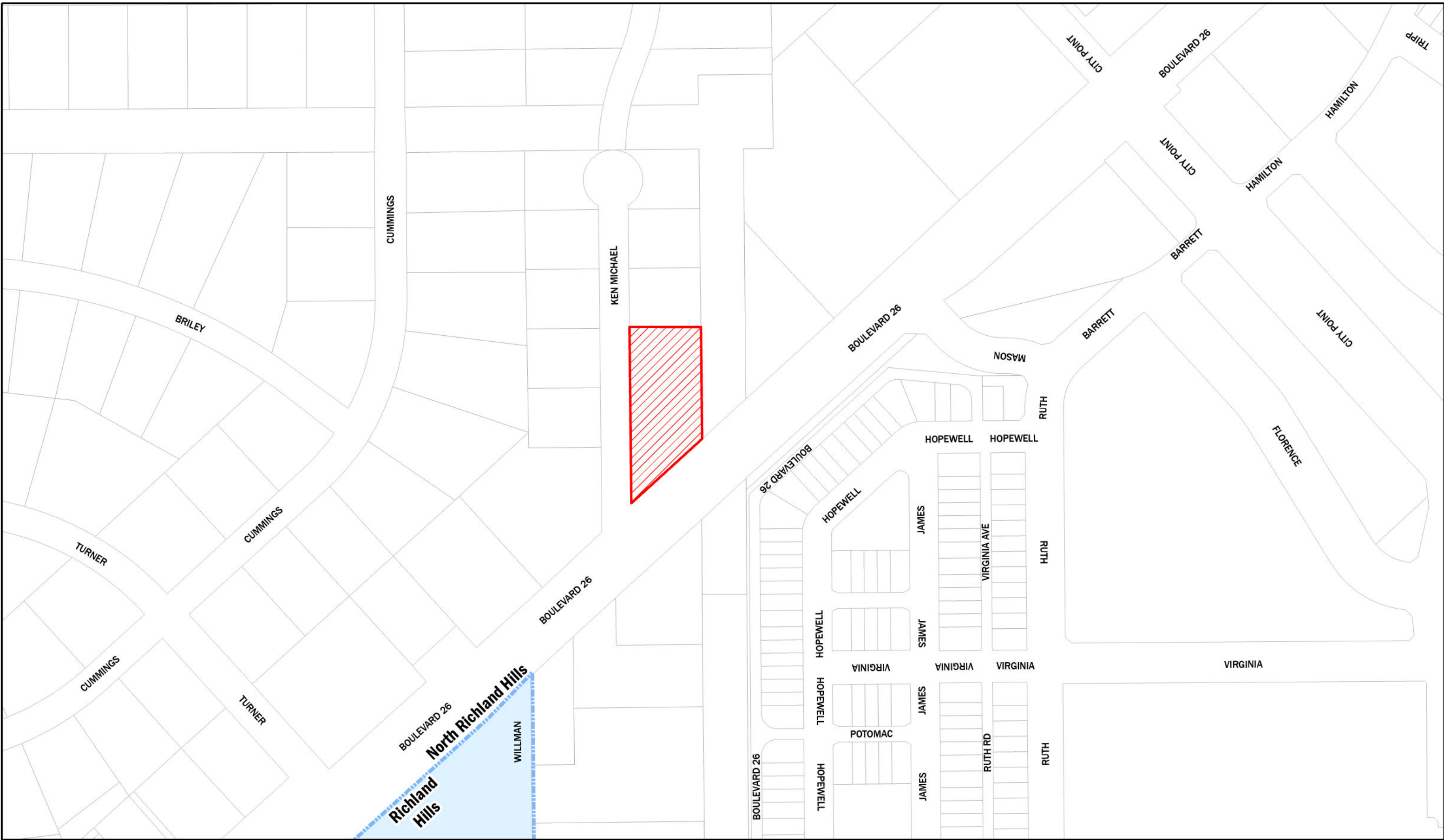
DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
NORTH	R-2 (Single-Family Residential)	Low Density Residential	Single-family residence
WEST	R-2 (Single-Family Residential) C-2 (Commercial)	Low Density Residential Retail Commercial	Single-family residence Auto repair business
SOUTH	C-1 (Commercial)	Retail Commercial	Auto repair business
EAST	C-2 (Commercial)	Retail Commercial	Oncor distribution right-of-way

**PLAT STATUS:** The property is platted as Lot 10R, North Edgley Addition.

**PLANNING AND ZONING COMMISSION:** The Planning and Zoning Commission conducted a public hearing and considered this item at the May 21, 2026, meeting and voted 7-0 to recommend denial.

**RECOMMENDATION:**

Deny Ordinance No. 3961.



Prepared by Planning & Zoning Department

DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





Prepared by Planning & Zoning Department

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# PUBLIC HEARING NOTICE

## CASE: ZC26-0158

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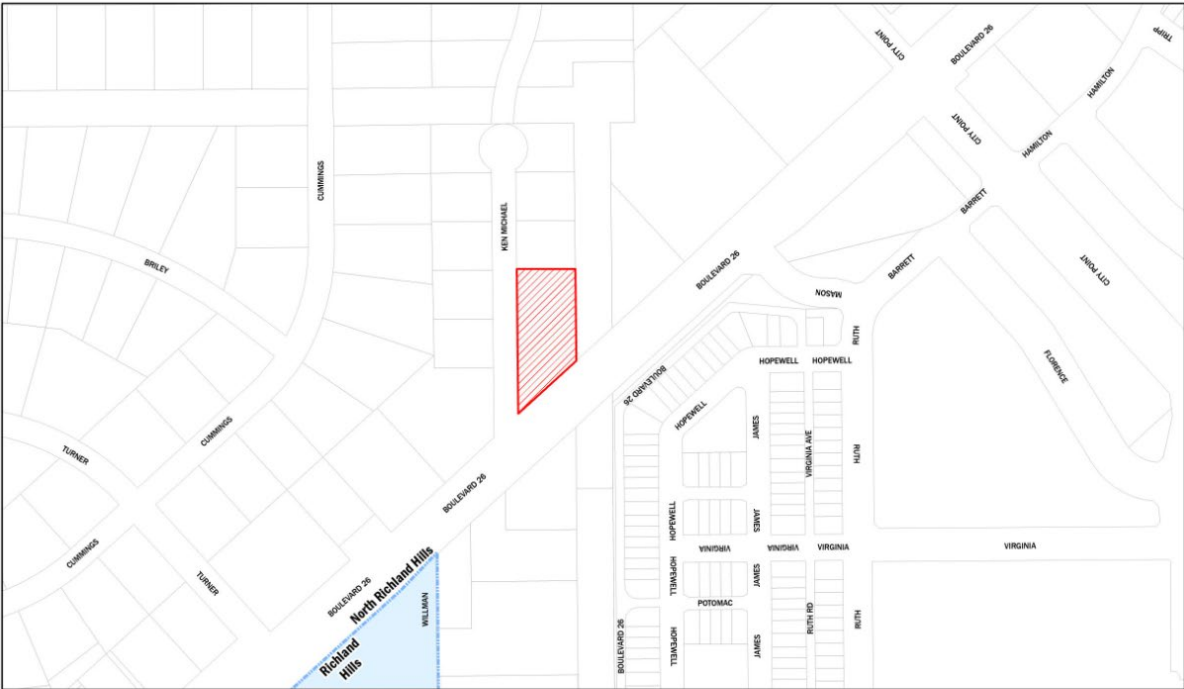
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«OWNER»  
«MAILING\_ADDRESS»  
«CITY\_STATE» «ZIP»

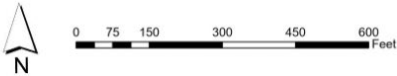
You are receiving this notice because you are a property owner of record within 200 feet of the property requesting a **SPECIAL USE PERMIT** as shown on the attached map.

<b>APPLICANT</b>	Dent Tex (tenant) and E&G Auto Care (owner)
<b>LOCATION</b>	7507 Boulevard 26
<b>REQUEST</b>	Public hearing and consideration of a request from Dent Tex for a special use permit for truck rental at 7507 Boulevard 26, being 0.654 acres described as Lot 10R, North Edgley Addition.
<b>DESCRIPTION</b>	Proposed rental of U-Haul trucks in conjunction with existing business. Not more than two trucks are proposed to be kept on the property at one time.
<b>PUBLIC HEARING DATES</b>	Planning and Zoning Commission 7:00 PM Thursday, May 21, 2026  City Council 7:00 PM Monday, June 22, 2026
<b>MEETING LOCATION</b>	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

People interested in submitting letters of support or opposition are encouraged to contact the Planning & Zoning Department for additional information. Letters must be received by the close of the City Council public hearing. Because changes are made to requests during the public hearing process, you are encouraged to follow the request through to final action by City Council.

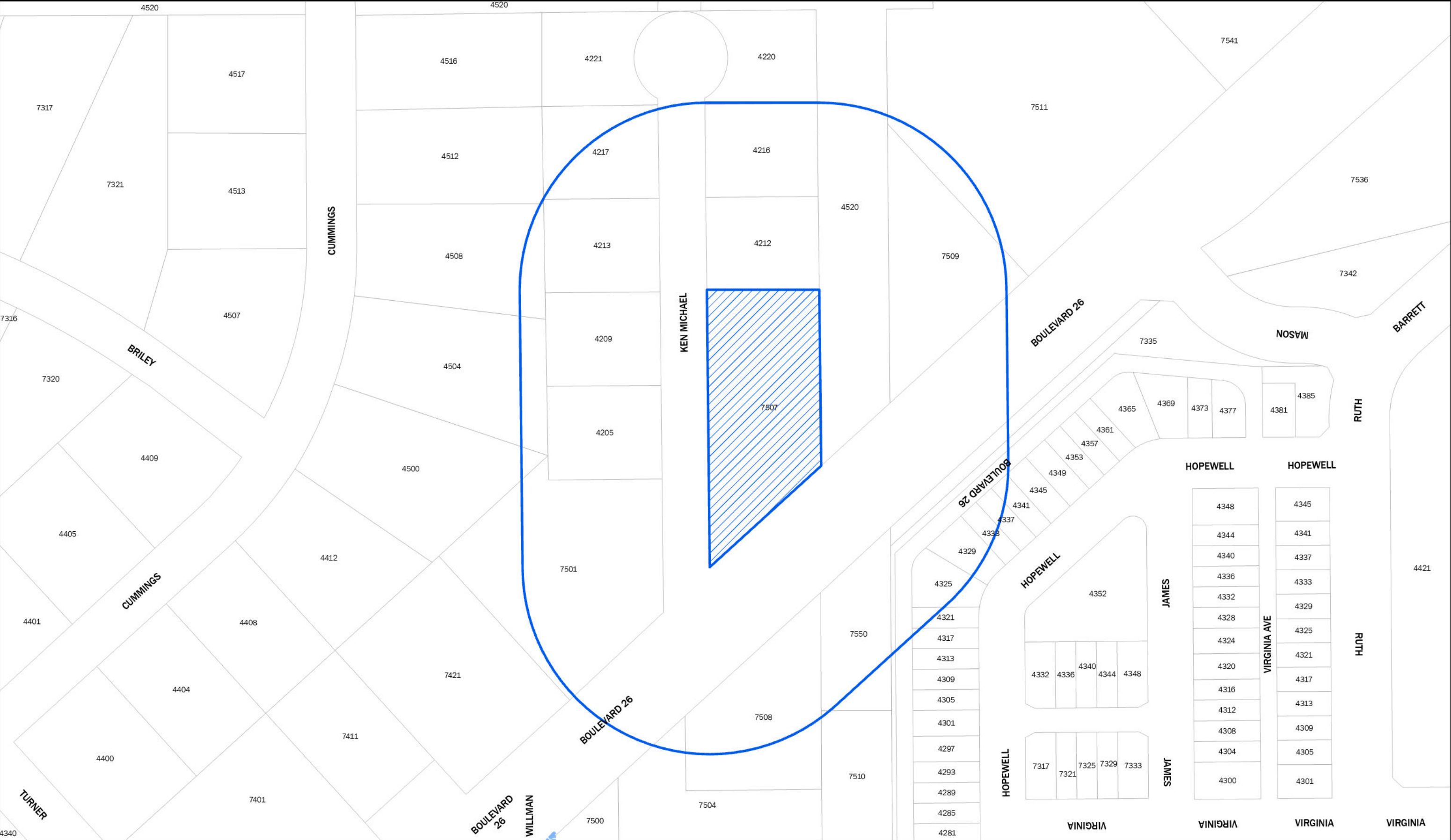


Prepared by Planning & Zoning Department  
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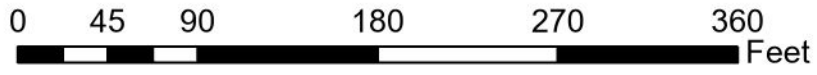
**NOTIFIED PROPERTY OWNERS  
ZC26-0158**

<b>OWNER</b>	<b>MAILING ADDRESS</b>	<b>CITY STATE</b>	<b>ZIP</b>
AUBRY, MOLLY H	4212 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
BAY, SAMUEL & JUNG	4333 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
BIRKES, MICHAEL	4341 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
CITY POINT NRH RESIDENTIAL HOA	1512 CRESCENT DR STE 112	CARROLLTON TX	75006
COURTER, MICHAEL S	4205 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
FRY, KENNY	4217 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
GRAHAM, JIMMY L & MAXINE	4500 CUMMINGS DR	NORTH RICHLAND HILLS TX	76180
HERNANDEZ, NIETO SERGIO	4213 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
HERNANDEZ, VANESSA	4321 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
KING, NATASHA & BRIAN	4221 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
LANEAVE, ANGELA & ROBERT	4337 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
LOVE, STEPHEN H & CAROLYN	4512 CUMMINGS DR	NORTH RICHLAND HILLS TX	76180
MARTIN, HENRY L JR	4209 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
MARTINEZ, ELIZUR	3620 JONETTE DR	RICHLAND HILLS TX	76118
MARTINEZ, PAUL AND HERRERA LAURA	4220 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
MIDAS REALTY CORP	4300 TBC WAY	PALM BEACH GARDENS FL	33410
ONCOR ELECTRIC DELIVERY CO LLC	PO BOX 139100	DALLAS TX	75313
PEEK, CHRIS AND CROSBY SAGE	4216 KEN MICHAEL CT	NORTH RICHLAND HILLS TX	76180
PIERSALL, RICK	4325 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
QURESHI, SANA	4329 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
RUSSELL, JULIA	4345 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
SANTMYER, ROBIN T	4504 CUMMINGS DR	NORTH RICHLAND HILLS TX	76180
SCOTT, JANELLE B	103 S MESQUITE ST STE D	ARLINGTON TX	76010
SHAIKH MOHAMMED HASAN	4317 HOPEWELL ST	NORTH RICHLAND HILLS TX	76180
TSCA-225 LIMITED PARTNERSHIP	301 S SHERMAN ST STE 100	RICHARDSON TX	75081
WHITE, CHARLES & PATRICIA	4508 CUMMINGS DR	NORTH RICHLAND HILLS TX	76180



Prepared by Planning & Zoning Department

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## **APPLICATION INFORMATION**

Zoning Case ZC25-0158  
7507 Boulevard 26, North Richland Hills, Texas

The following information was submitted with the application on the NRH E-SERVICES PORTAL on February 27, 2026.

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### **DESCRIPTION**

*We would like to do U-Haul truck rentals, and park 1-2 small trucks (10ft and 15ft) on the property. Applying for a SUP to add the truck rental business onto then certificate of occupancy.*

*Paul Conover at 7507 Boulevard 26, set B would like to be able to park 1-2 small trucks on the property for the purposes of renting them out through U-Haul as a U-Haul Neighborhood Dealer. U-Haul covers any theft or insurance related issues to the trucks and property. This will give the community more access to trucks, and make their rentals more affordable, as there's only two centers in North Richland Hills currently, having Dent Tex being part of the U-Haul dealer network will reduce U-Haul customers bills by cutting mileage down. We would only have, at most, 2 trucks at a time.*

**ORDINANCE NO. 3961  
ZONING CASE ZC25-0152**

**AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE COMPREHENSIVE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT TO ALLOW TRUCK RENTAL AS AN ACCESSORY USE AT 7507 BOUELVARD 26; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** the City of North Richland Hills, Texas is a home-rule municipality located in Tarrant County, Texas acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

**WHEREAS,** the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

**WHEREAS,** the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

**WHEREAS,** the owner of the property located at 7507 Boulevard 26 (the "Property") has filed an application for a special use permit for truck rental; and

**WHEREAS,** the Planning and Zoning Commission of the City of North Richland Hills, Texas held a public hearing on May 21, 2026, and the City Council of the City of North Richland Hills, Texas, held a public hearing on June 22, 2026, with respect to the special use permit described herein; and

**WHEREAS,** the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

**WHEREAS,** upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS:**

**SECTION 1:** That the Zoning Ordinance of the City of North Richland Hills is hereby amended by approving a special use permit to authorize truck rental as an accessory use on 0.654 acres of property described as Lot 10R, North Edgley Addition, commonly referred to as 7507 Boulevard 26, as described and shown on **Exhibit "A,"** attached hereto and incorporated for all purposes.

**SECTION 2:** The City Council finds that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the special use permit in accordance with the Land Use and Development Regulations, set forth in **Exhibit "B,"** and the Site Plan Exhibits, set forth in **Exhibit "C,"** both of which are attached hereto and incorporated for all purposes.

**SECTION 3:** That the official map of the City of North Richland Hills is amended and the Director of Planning is directed to revise the official zoning map to reflect the approved special use permit, as set forth above.

**SECTION 4:** The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all other applicable and pertinent ordinances of the City of North Richland Hills.

**SECTION 5:** This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

**SECTION 6:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

**SECTION 7:** Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and is punishable hereunder.

**SECTION 8:** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9:** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

**SECTION 10:** This Ordinance shall be in full force and effect upon publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on this 22nd day of June, 2026.

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
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:**

\_\_\_\_\_  
Cori Reaume, Director of Planning

**Exhibit A – Property Description – Ordinance No. 3961 – Page 1 of 1**

Special Use Permit Case ZC26-0158

Lot 10R, North Edgley Addition

7507 Boulevard 26, North Richland Hills, Texas

**BEING** Lot 10R, North Edgley Addition, according to the plat thereof recorded in Volume 388-199, Page 62, Plat Records, Tarrant County, Texas.

**Exhibit B – Land Use and Development Regulations – Ordinance No. 3961 – Page 1 of 1**

Special Use Permit Case ZC26-0158  
Lot 10R, North Edgley Addition  
7507 Boulevard 26, North Richland Hills, Texas

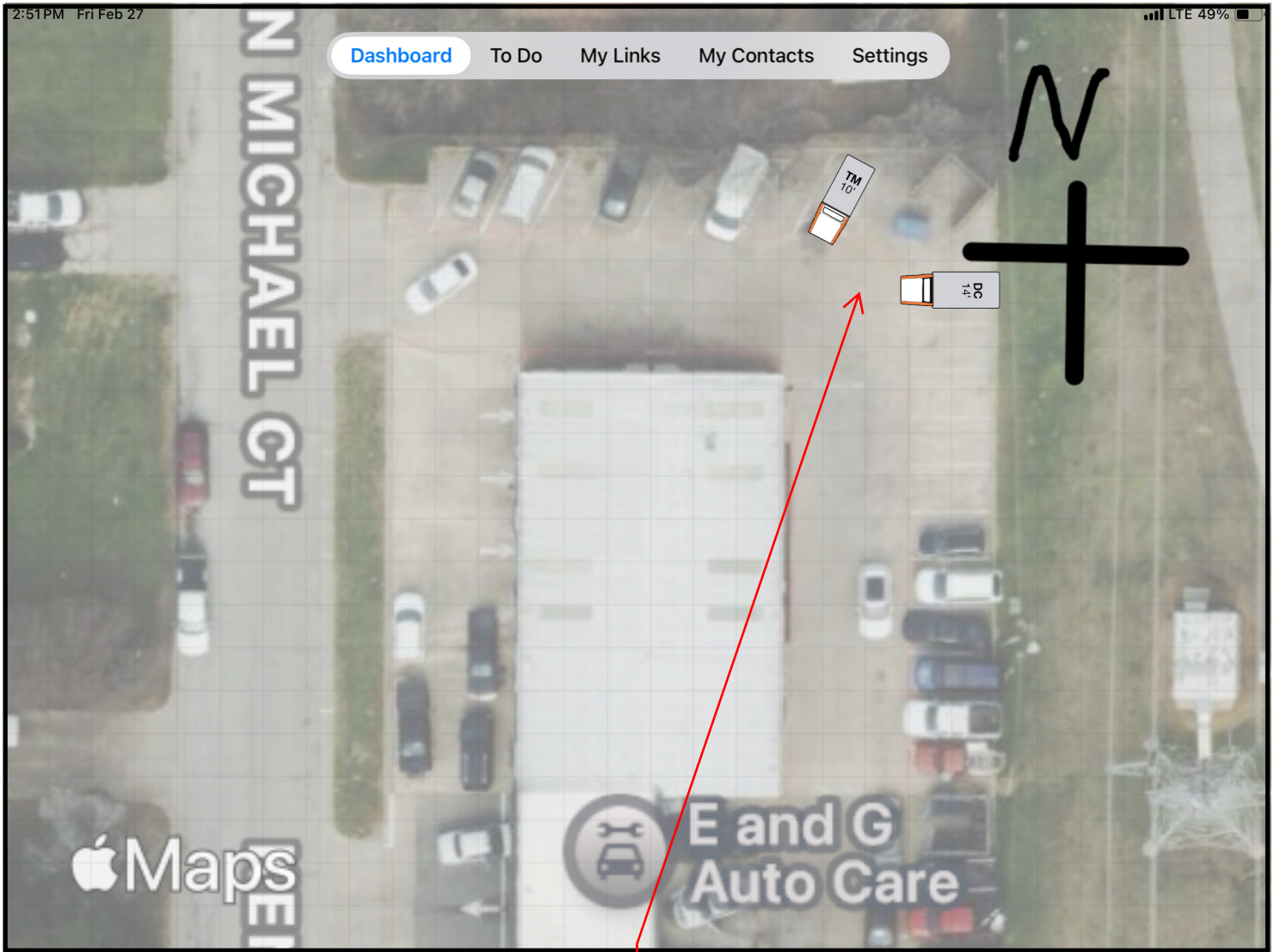
This Special Use Permit (SUP) must adhere to all the conditions of the North Richland Hills Code of Ordinances, as amended, and the base zoning district of C-2 (Commercial). The following regulations shall be specific to this special use permit. Where these regulations conflict with or overlap another ordinance, easement, covenant, or deed restriction, the more stringent restriction shall prevail.

- A. *Permitted land uses.* A special use permit is authorized for a truck rental on the property.
- B. *Site development standards.* Development of the property shall comply with the development standards of the C-2 (Commercial) zoning district and the standards described below.
  - 1. The site improvements must be constructed as shown on the site plan attached as Exhibit “C” and as follows:
- C. *Operational standards.* The operation of the event center must comply with the standards described below.
  - 1. Not more than two (2) trucks for rental may be parked on the property at one time.
  - 2. The trucks may not be parked on the south or west of the building, adjacent to Ken Michael Court, and they must not encroach or block a designated fire lane.
- D. *Expiration.* The special use permit will expire three (3) years from the effective date of this ordinance. If the truck rental is still in operation at the time of expiration, the business shall be considered a legal non-conforming use and may continue operation subject to the standards described in Section 118-153 of the zoning ordinance.
- E. *Amendments to Approved Special Use Permits.* An amendment or revision to the special use permit will be processed in the same manner as the original approval. The application for an amendment or revision must include all land described in the original ordinance that approved the special use permit.
- F. *Administrative Approval of Site Plans.* The development is subject to final approval of a site plan package. Site plans that comply with all development-related ordinances, and this Ordinance may be administratively approved by the Development Review Committee.

The city manager or designee may approve minor amendments or revisions to the standards provided the amendment or revisions does not significantly:

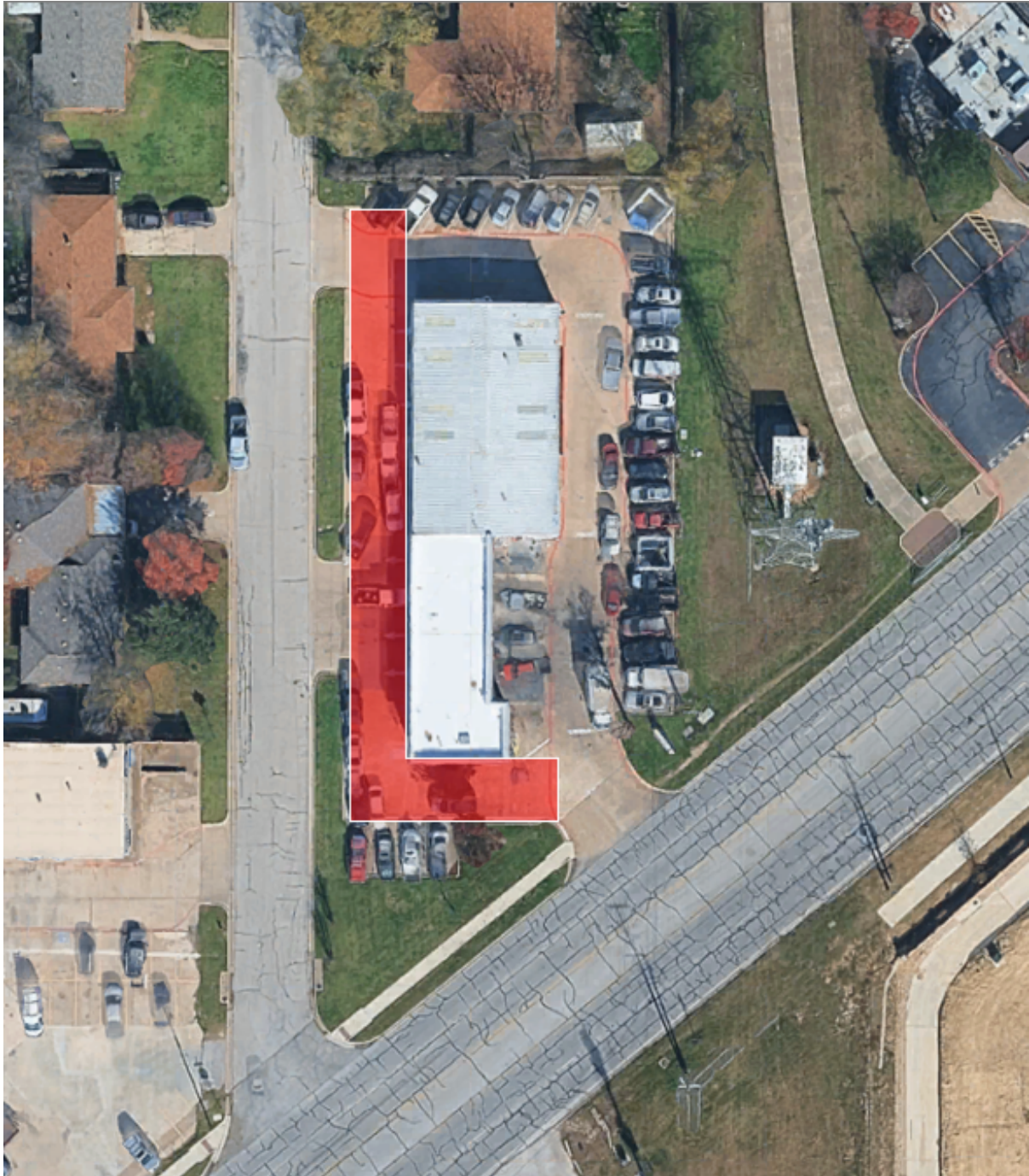
- 1. Alter the basic relationship of the proposed uses to adjacent uses;
- 2. Change the uses approved;
- 3. Increase approved densities, height, site coverage, or floor areas;
- 4. Decrease on-site parking requirements;
- 5. Reduce minimum yards or setbacks; or
- 6. Change traffic patterns.

# 7507 BOULEVARD 26



TRUCK PARKING AREA

# 7507 BOULEVARD 26



TRUCK PARKING PROHIBITED ON  
WEST OR SOUTH SIDES OF BUILDING



**MINUTES OF THE WORK SESSION AND REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION OF THE  
CITY OF NORTH RICHLAND HILLS, TEXAS  
HELD IN THE CITY HALL, 4301 CITY POINT DRIVE  
MAY 21, 2026**

**C.1 ZC26-0158 PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM DENT TEX FOR A SPECIAL USE PERMIT FOR TRUCK RENTAL AT 7507 BOULEVARD 26, BEING 0.654 ACRES DESCRIBED AS LOT 10R, NORTH EDGLEY ADDITION.**

**DENIED**

Chair Stamps introduced the item, opened the public hearing, and called for Principal Planner Clayton Husband to introduce the request. Mr. Husband introduced the request.

Chair Stamps called for the applicant to present the request.

Paul Conover, representing Dent Tex, 7507 Boulevard 26, North Richland Hills, and Jordan Brazzel, U-Haul Company of Northwest Dallas, 811 East State Highway 121, Lewisville, Texas, presented the request.

Commissioner Welborn and the applicants discussed pick-up versus drop-off traffic for truck rentals and the number of vehicles currently parked on the site.

Vice Chair Carpenter and the applicants discussed the history of truck rentals on the property.

Chair Stamps and the applicant discussed site layout and parking areas for the trucks.

Commissioner Narayana and the applicants discussed the number of vehicles currently parked on the site by the property owner's auto repair business.

Vice Chair Carpenter and the applicants discussed the site layout and vehicle storage on the property.

Chair Stamps called for Mr. Husband to present the staff report. Mr. Husband presented the staff report.

Chair Stamps and Mr. Husband discussed the scope of the truck rental operation and city enforcement processes.

Commissioner Narayana, Mr. Husband, and the applicants discussed the size of the trucks in relation to fire lane widths and parking space dimensions.

Chair Stamps called for anyone wishing to speak for or against the request to come forward. There being no one else wishing to speak, Chair Stamps closed the public hearing.

Commissioner Welborn discussed the existing parking issues related to the auto repair business on the site.

**A MOTION WAS MADE BY COMMISSIONER WELBORN, SECONDED BY COMMISSIONER NARAYANA TO DENY ZC26-0158. MOTION TO DENY CARRIED 7-0.**

## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager      **DATE:** June 22, 2026  
**SUBJECT:** ZC26-0162, Ordinance No. 3962, Public hearing and consideration of a request from Wing Aviation LLC for a revision to Planned Development 35 at 6321 Boulevard 26, being 5.267 acres described as Lot 6, Block A, Richland Plaza Addition.  
**PRESENTER:** Cori Reaume, Director of Planning

### **SUMMARY:**

Wing Aviation, LLC, is requesting a revision to Planned Development 35 to authorize a drone heliport/landing pad in the BISD Plaza parking lot at 6321 Boulevard 26. The site is located on the northwest corner of Boulevard 26 and Broadway Avenue.

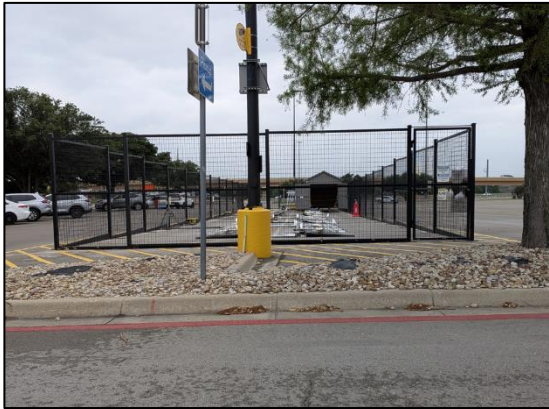
### **GENERAL DESCRIPTION:**

Wing Aviation LLC, a subsidiary of Alphabet, Inc., currently operates drone delivery services in North Richland Hills at the two Walmart locations on NE Loop 820 and North Tarrant Parkway. The company received approval from the Federal Aviation Administration (FAA) to operate unmanned aerial vehicles (UAVs, or drones) in the Dallas-Fort Worth Metroplex for the purpose of delivering packaged goods to customers. These services have been available since April 2024 following zoning approval by City Council. Wing operates drone delivery services in other communities in North Texas.

Drone delivery service was not a specifically listed primary or accessory use in the zoning ordinance, but the activity is similar in nature to a heliport/landing field in terms of operational characteristics, service demands, occupancy loads, and similar features. This use requires a special use permit or planned development zoning approval, which provides the opportunity to review the suitability of the use and ground operations and improvements at this location.

Wing Aviation's request is to revise the planned development conditions to allow drone delivery operations at this location. The operational model for this location is a drone hub in partnership with DoorDash food delivery. Additional information can be found in the attached project narrative.

The drone launch area would be located on the south side of the property near the intersection of Broadway Avenue and Richland Plaza Drive. The operational area is 3,806 square feet in size, approximately 30 feet by 127 feet in dimension, and covers 31 parking spaces. The operational area is fenced by a black vinyl-coated fence and includes a storage container to store the drones, a temporary 14kW generator, and take-off/landing pads for the drones. Wing Aviation indicates that permanent power will be supplied to the site within twelve months of approval and the temporary generator removed.



**TYPICAL WING OPERATIONAL AREA (NE LOOP 820)**

A 200-square-foot storage shed would house the drone aircraft and some of the associated equipment during operational downtimes. A storage container would not normally be permitted in the front of a building, and if it were located to the side or rear of the building it would be required to be screened with a masonry fence. Even with the loss of 31 parking spaces, the property still meets the minimum parking standards. Drive aisles in the parking lot are not blocked by the nest.

The proposed conditions of approval for this special use permit are attached. These conditions provide a set of standards for the drone delivery surface operations, including landing pad location, permanent ground improvements, storage buildings, and similar standards. The approval is recommended for a period of three (3) years, after which the property owner and/or operator may seek approval from City Council to continue drone delivery service operations on the property. This three-year period is consistent with approvals on the two existing Wing sites in the city.

These standards and policies are limited to what a municipality can regulate, since the FAA regulates airspace operations once a drone is airborne. These conditions are based on the applicant's proposed development of the property and past approvals of similar uses. These conditions may be modified throughout the public hearing process, but they are subject to final approval by City Council.

### ***Noise & Residential Adjacency***

In the C-2 (Commercial) zoning district, [Section 118-395\(10\)](#) stipulates that normal business activities conducted may not create a sound pressure level on the bounding property line that exceeds 65 decibels (dB) from 7:00 a.m. to 10:00 p.m. Last year, the Federal Aviation Administration (FAA) posted the [Draft Environmental Assessment for Wing Aviation, LLC Proposed Package Delivery Operations in Dallas-Fort Worth, Texas](#). The full report, which can be viewed at the link provided, describes the noise impact of Wing's "Hummingbird" model aircraft. Table 3.6-1 in the report (page 3-20) provides the extent of noise exposure for nest operations for the 65 dB noise level, which is 50 feet. The nest location is approximately 950 feet from the nearest residential property residence, which is located on Bellhurst Court west of the site.

**General Operational Characteristics of Wing Drone Delivery**

Below are topics of general interest from the attached summary provided by Wing Aviation.

- The Hummingbird model drone by Wing has a 4.9 foot wingspan and weighs 11.7 pounds. It can carry a 2.3 pound payload.
- Flight operations could occur seven days a week, weather permitting.
- The current model has a six-mile delivery radius.
- The drone cruises at 150 feet at about 65 miles per hour. During delivery, it drops to about 20-25 feet and drops the package smoothly down to the surface on a tether.



**VISION2030 LAND USE PLAN:** This area is designated on the Land Use Plan as Industrial. This category provides sites for research and development, light industrial, assembly, warehousing, and other industrial uses.

**CURRENT ZONING:** The property is zoned PD (Planned Development) with a base zoning district of C-2 (Commercial). The zoning was approved by City Council on September 11, 2000 (Ordinance 2512). The zoning was amended in 2004 to allow for a business and trade school, and in 2013 to authorize a telecommunication tower on the site.

**SURROUNDING ZONING | LAND USE:**

DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
<b>NORTH</b>	PD (Planned Development)	Industrial	Office and commercial uses
<b>WEST</b>	R-1 (Single-Family Residential)	Retail Commercial	Vacant (Big Fossil Creek floodway and floodplain)
<b>SOUTH</b>	Community Facilities (City of Haltom City)	Public	Vacant (Big Fossil Creek floodway and floodplain)
<b>EAST</b>	N/A (City of Haltom City)	N/A	Boulevard 26/Baker Blvd interchange

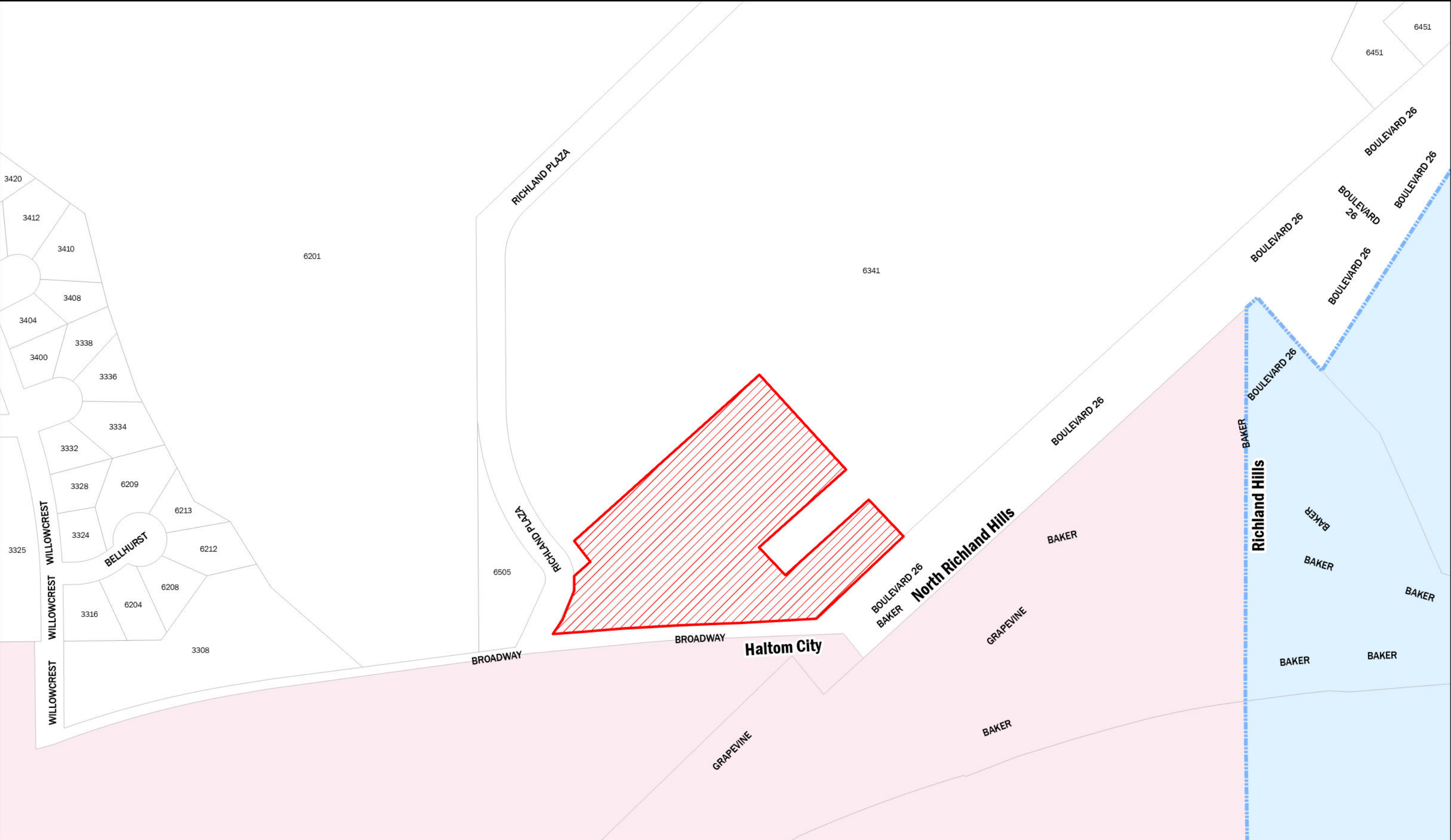
**PLAT STATUS:** The property is platted as Lot 6, Block A, Richland Plaza Addition.



**PLANNING AND ZONING COMMISSION:** The Planning and Zoning Commission conducted a public hearing and considered this item at the May 21, 2026, meeting and voted 6-1 to recommend approval with the condition that drone operations take place during daylight hours (Alternate Whittaker voting against and Commissioner Pekurney abstaining).

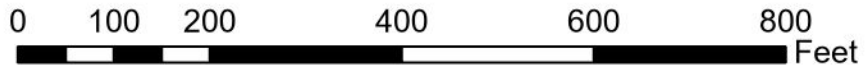
**RECOMMENDATION:**

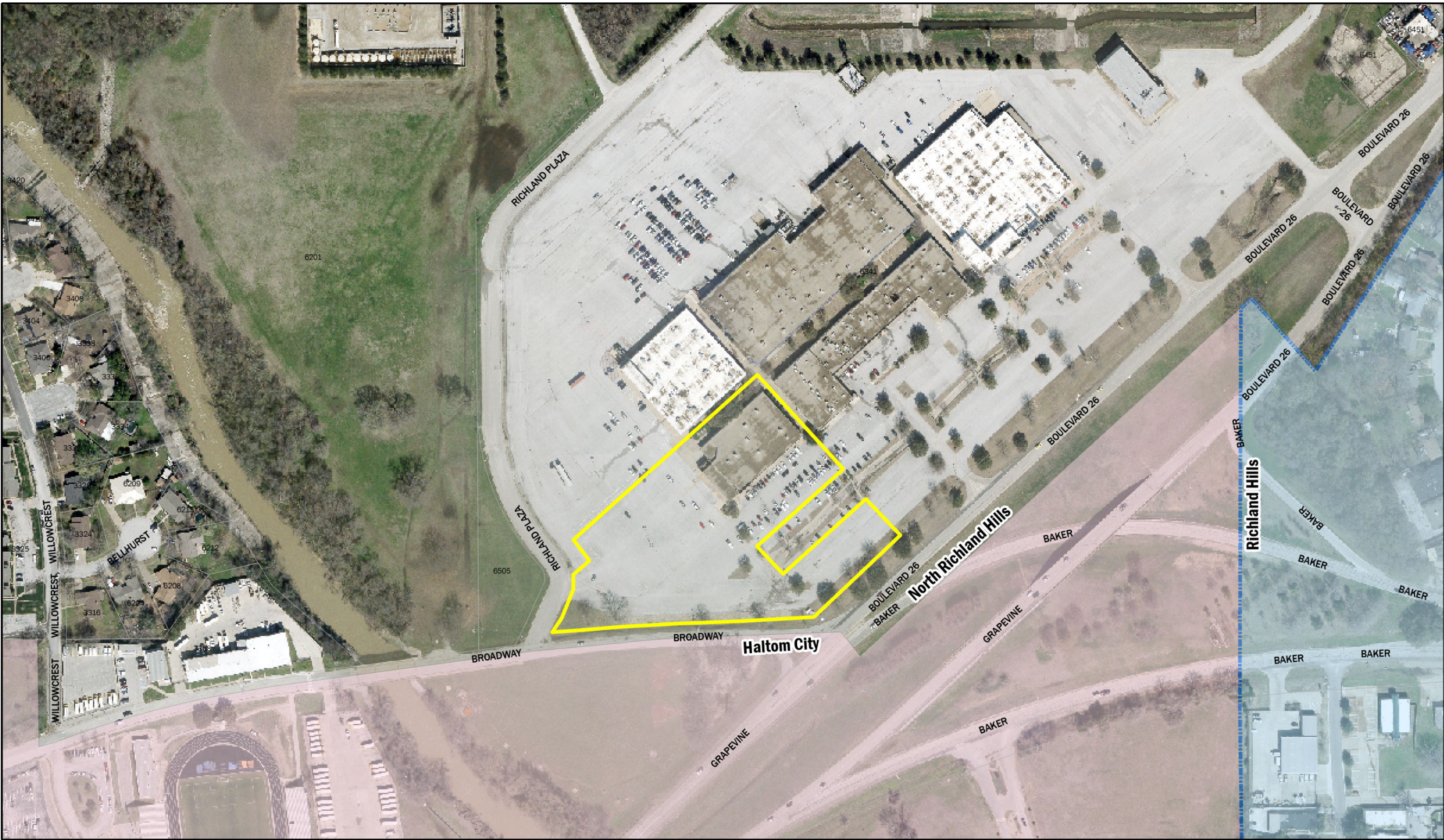
Approve Ordinance No. 3962



Prepared by Planning & Zoning Department

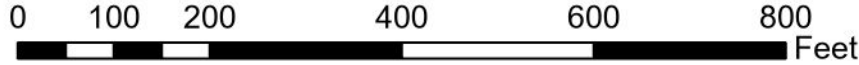
DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





Prepared by Planning & Zoning Department

DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





# PUBLIC HEARING NOTICE

## CASE: ZC26-0162

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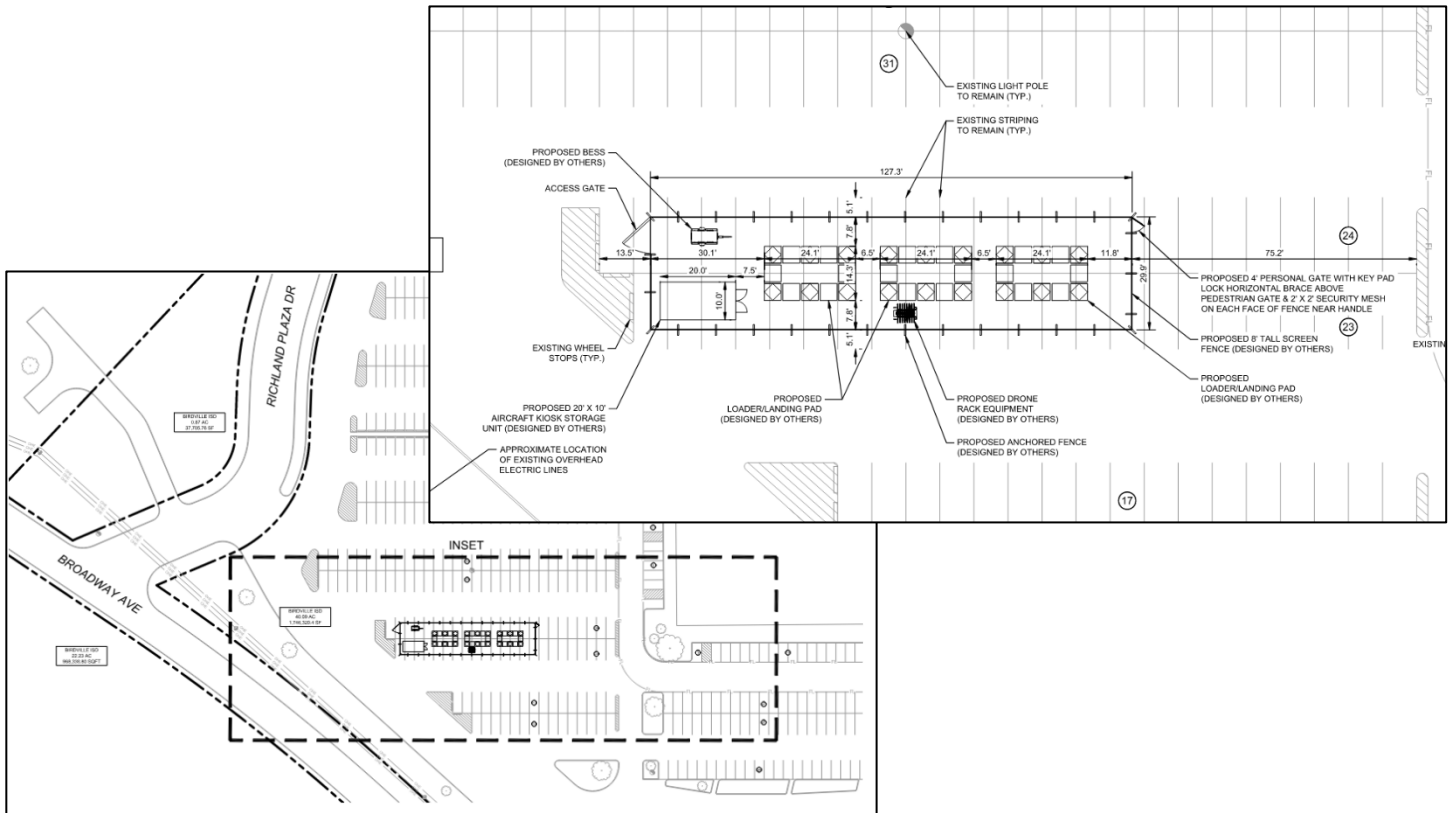
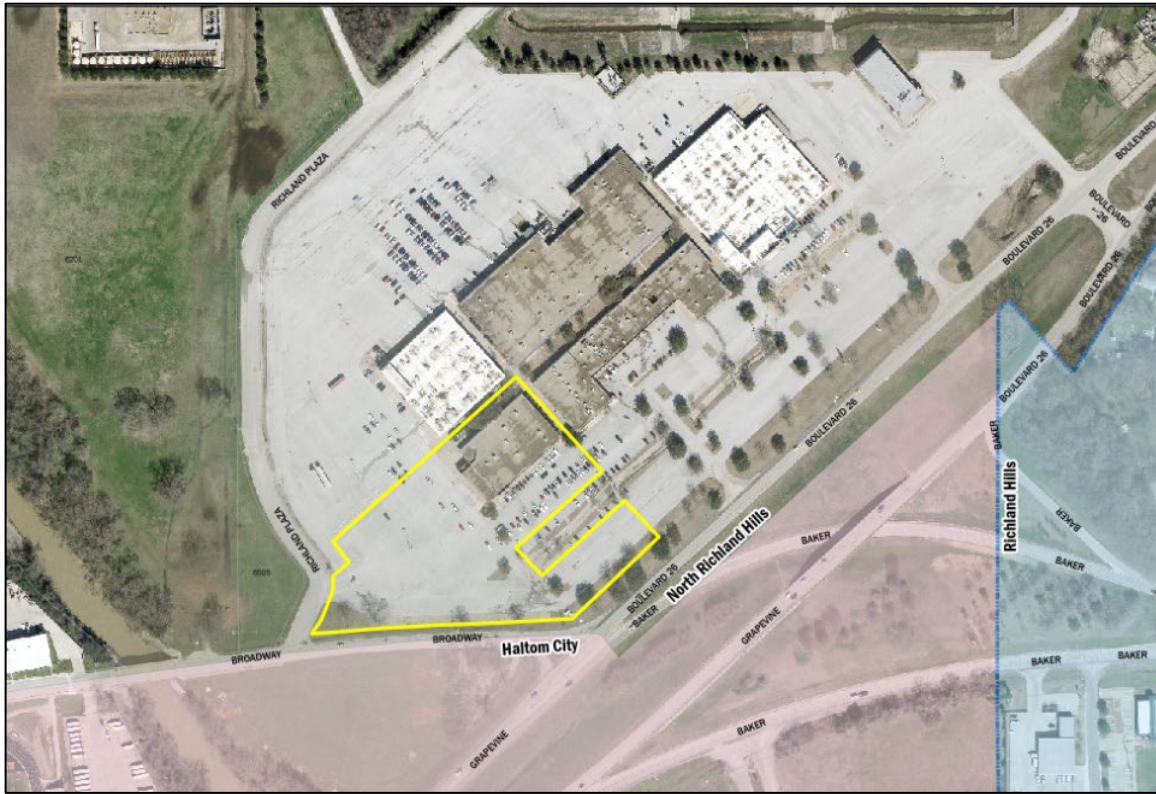
---

«OWNER»  
«MAILING\_ADDRESS»  
«CITY\_STATE» «ZIP»

You are receiving this notice because you are a property owner of record within 200 feet of the property requesting a **PLANNED DEVELOPMENT REVISION** as shown on the attached map.

<b>APPLICANT</b>	Wing Aviation LLC (applicant)
<b>LOCATION</b>	6321 Boulevard 26
<b>REQUEST</b>	Public hearing and consideration of a request from Wing Aviation LLC for a revision to Planned Development 35 at 6321 Boulevard 26, being 5.267 acres described as Lot 6, Block A, Richland Plaza Addition.
<b>DESCRIPTION</b>	Proposed drone landing field in parking lot area for drone delivery service.
<b>PUBLIC HEARING DATES</b>	Planning and Zoning Commission 7:00 PM Thursday, May 21, 2026  City Council 7:00 PM Monday, June 22, 2026
<b>MEETING LOCATION</b>	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

People interested in submitting letters of support or opposition are encouraged to contact the Planning & Zoning Department for additional information. Letters must be received by the close of the City Council public hearing. Because changes are made to requests during the public hearing process, you are encouraged to follow the request through to final action by City Council.



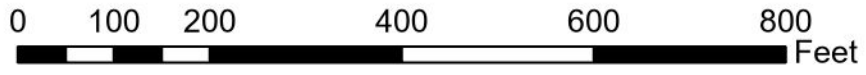
NOTIFIED PROPERTY OWNERS  
ZC26-0162

OWNER	MAILING ADDRESS	CITY STATE	ZIP
CITY OF HALTOM CITY PLANNING DEPT	4801 HALTOM RD	HALTOM CITY TX	76117
BIRDVILLE ISD	6125 E BELKNAP ST	HALTOM CITY TX	76117



Prepared by Planning & Zoning Department

DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





## 2026 Wing Project Narrative

### About Wing

Wing, an Alphabet company, is the global leader in residential drone delivery. Our lightweight, highly automated drones can transport small packages from businesses to homes in just minutes, making it easy for communities to access everyday essentials while providing partners a safe, scalable, and seamlessly integrated platform for on-demand, last-mile delivery.

In February 2024, Wing debuted its partnership with DoorDash in Christiansburg, Virginia. Since then, Wing has expanded to four additional "nests" (drone hubs) across Dallas and Charlotte. This collaboration introduces a faster, more efficient, and sustainable approach to food delivery. Customers near a hub can select items from local and national restaurants and opt for drone delivery. Wing and DoorDash are rapidly scaling this service to cities across the country; residents can check their eligibility by entering their address at [wing.com/doorDash](https://wing.com/doorDash).

### How Wing drone delivery works

- **Order.** Customers will order through the DoorDash Delivery app. During checkout, customers confirm a delivery location on their property for the drone.
- **Flight Planning.** While the customer's order is being prepared, Wing uses intelligent flight planning to create a route from the Nest to the customer's designated delivery spot and back to the Nest. The flight plan is then uploaded to the drone.
- **Remote Pick Up.** Once the customer's order is ready for delivery, the assigned DoorDash runner will give the order to the Wing ground support operator at the Nest. The drone then uses a winch to lower a tether and the winch pulls the package up to the aircraft before securing it in place.
- **Flight.** The drone uses vertical propellers to climb to a cruising height of about 150 feet and then transitions to horizontal flight using forward propellers and fixed wings. The drone navigates itself to the delivery spot at speeds of about 60 mph.
- **Delivery.** Once it reaches the delivery spot, the drone slows down, hovers, descends to a delivery height of 23 feet. It then gently lowers the package on the tether and automatically releases the package when it touches the ground. There's no need for the customer to unclip or assist with the delivery.
- **Return.** The drone then climbs back to cruise height and returns to the Nest, where it lands on a charging pad and gets ready for its next mission.



## 2026 Wing Project Narrative



Wingspan  
**4.9 ft** / 1.5 m

Aircraft Weight  
**11.7 lbs** / 5.3 kg

Payload  
**2.3 lbs** / 1.05 kg

Cruises  
**65 mph** / 104 kph

Delivery Range (one-way)  
**6 miles** / 10 km

### FAA Regulation

Wing's drone delivery operations in the United States are authorized under an [FAA Part 135 Air Carrier Certificate](#), which is an existing regulation for commercial cargo and passenger deliveries. This certification allows Wing to operate beyond visual line of sight (BVLOS), and is a key factor in our ability to conduct commercial drone delivery services for consumers. Wing was the first U.S. company to receive this type of drone certification.

### Nest Fencing

#### Purpose: Security, Efficiency, and Reliability

The Nest fencing style is selected specifically to work with aircraft vision requirements for take-off and landing. Keypad access control for the fence prevents unauthorized access and provides safety. Inside of the nest, Wing's drones utilize a geo-fiducial system ( see image below) to support depth perception and geonavigation. The drones utilize the geo-fiducial system to identify their assigned charging pad before landing.



## 2026 Wing Project Narrative

As such, neither solid fencing, landscaping, nor screening walls are permitted around the Nest enclosure. This protocol is standard for all Nest locations to prevent navigational issues which helps maintain a safe environment inside and outside of the nest.



### Fencing Details

- **Fencing Material:** WireWorks Plus by Ameristar (See appendix for Drawings)
- **Fencing Specifications:** 8' H





## 2026 Wing Project Narrative

### Storage Container



#### Storage Container specifications:

- Units 8 x 20 x 8 (LWH)
- Not an office space, only drone storage
- No ground boring required for install
- No power

### Storage Shed (Kiosk)

Typically, the 20- ft. custom containers are the plan of record (POR) for storage at Wing's Nest locations. However, in cases where modified containers are not permitted by city ordinance, alternative Drone Pods may be used as a storage solution.

Each Wing Drone Pod is designed to safeguard our aircrafts, operating equipment, and essential support materials including PPE (Personal Protective Equipment), fire suppression gear, and spare parts. The drone pods remain anchored within the secured perimeter of each nest. Every Wing nest is equipped with one dedicated drone pod to ensure site operations remain organized and mission-ready.



## 2026 Wing Project Narrative



### Storage Shed Construction Standards

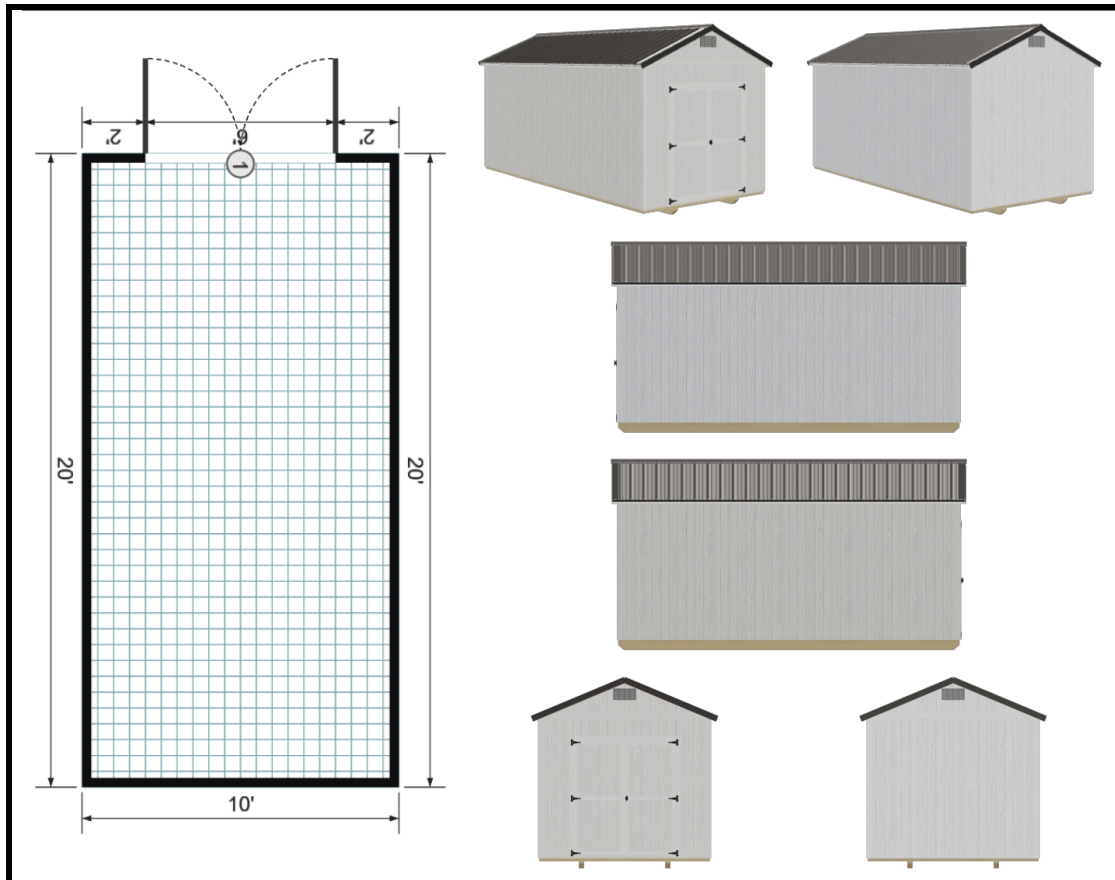
- **Storage Shed Dimension:** 20 ft x 10 ft x 11 ft (LxWxH)

### Wooden base construction:

- 4x6 treated skids
- 2x6 treated floor joists 16" on center
- ¾" flooring
- 2x4 wall studs 16" on center
- 5/12 roof pitch
- ¾ smart panel siding
- 2x4 trusses 16" on center
- OSB roof decking
- Synthetic felt paper
- Metal drip edge
- All nails/seams caulked before painting
- Sherwin williams paint
- Wall and ridge vents
- Metal or shingle roof options
- Optional: paint colors for unit



## 2026 Wing Project Narrative



### Storage Shed Single-side doors : 8 ft x 7 ft (WxH)

- Lockable double swing doors

The Storage Shed is not outfitted with power or anything permanent related, e.g. no plumbing. It's a static drop-in unit.

- 40-year metal or 30-year architectural shingles
- 150 year workmanship warranty

### Storage Shed Access & Security

- **Doors:** Lockable double-swing doors, 8 ft (W) × 7 ft (H)
- **Static Placement:** No permanent power or utility connections; designed as a secure drop-in unit
- **Color Options:** Customizable paint colors available to match site aesthetics



## 2026 Wing Project Narrative

### Nest Safety Equipment

Each Nest is equipped with safety equipment on site.

- First Aid Kit
- DIBBATU Fire Blankets
- 3A:40B:C Fire Extinguishers

### Nest Power Requirements

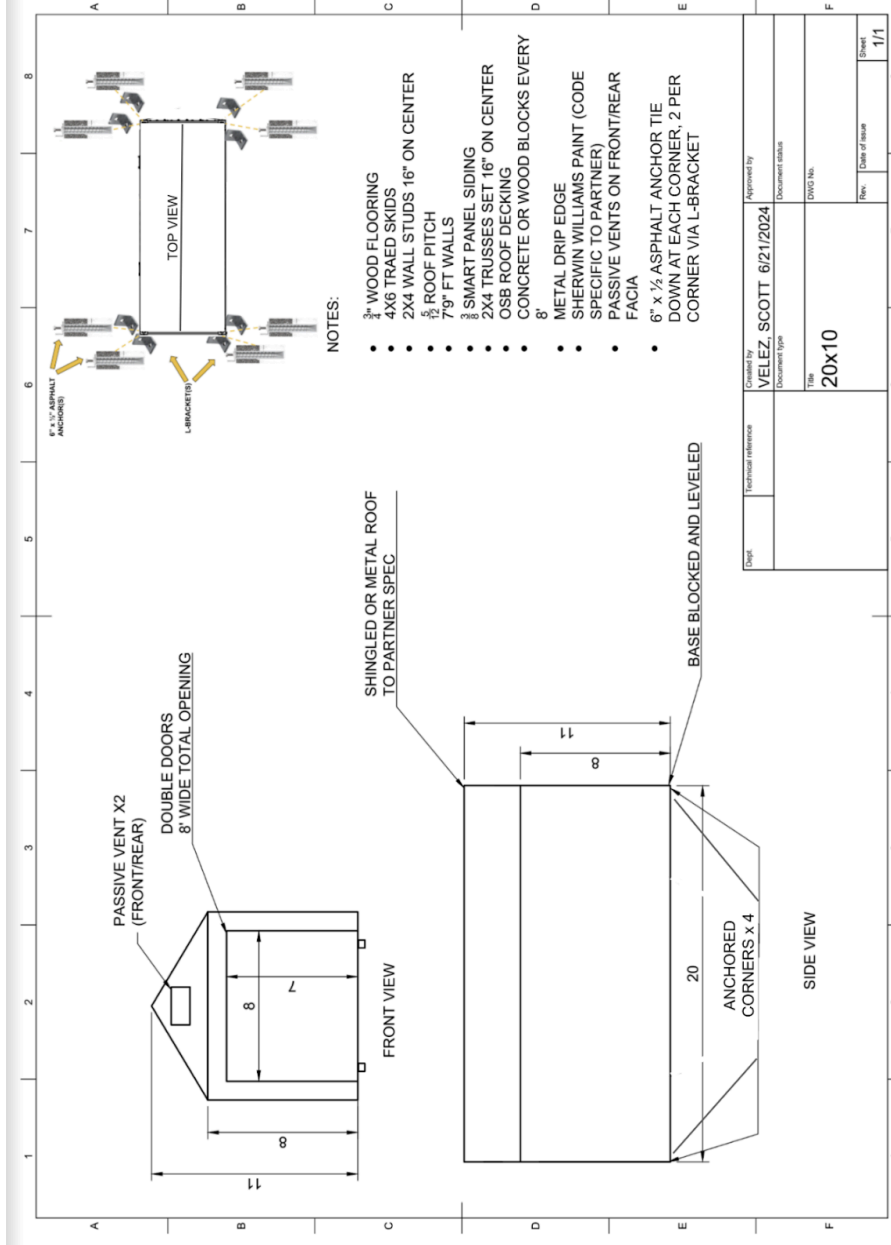
#### Battery-Powered Generator

During operational launch, Wing's nest locations utilize battery-powered generators. The generators are all-electric and are utilized to power equipment inside of the nest, including the charging pads for the drones. The battery generators have a life cycle of 15 days between charges. When a new battery generator is needed, Wing's external vendor will provide a fully charged replacement.



## 2026 Wing Project Narrative

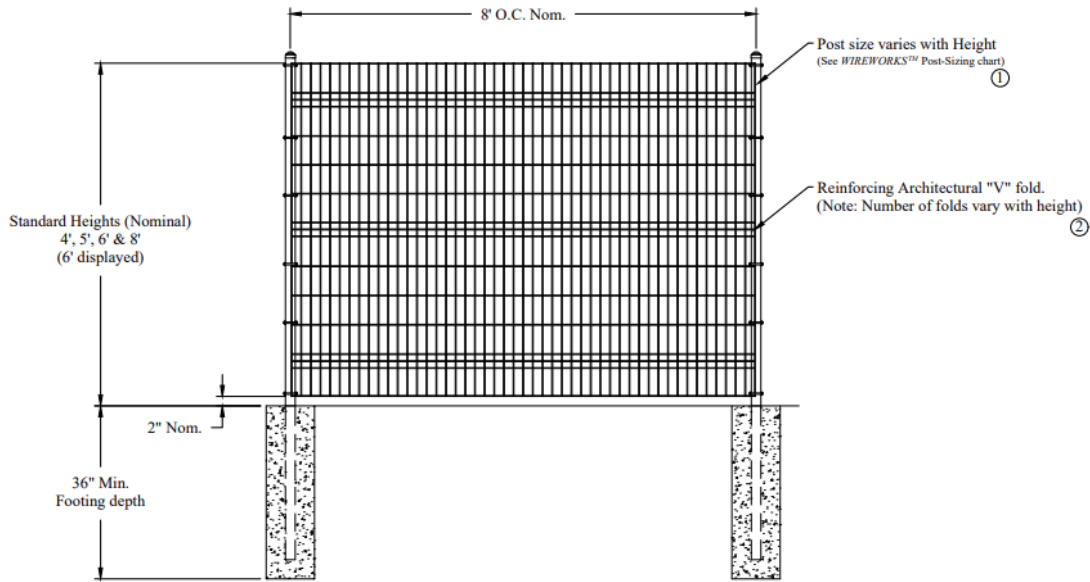
### Appendix: Storage Shed (Kiosk) Drawings





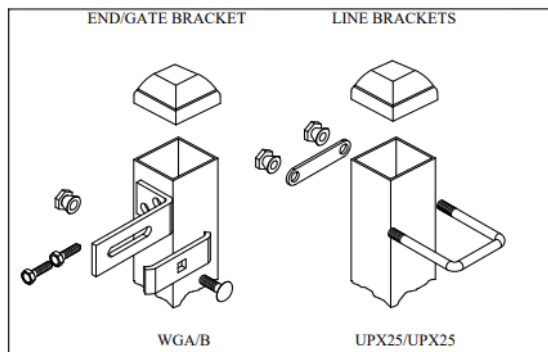
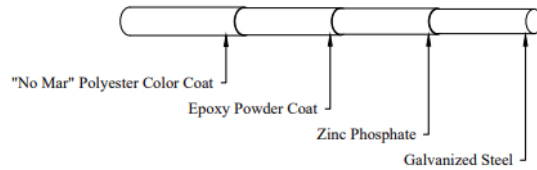
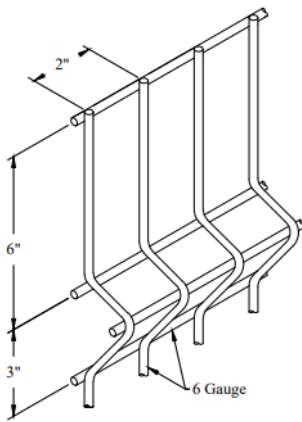
# 2026 Wing Project Narrative

## Appendix: Fence Drawings



**NOTES:**

- 1.) Post size depends on fence height and wind loads. See WIREWORKS PLUS™ post sizing chart.
- 2.) Number of Architectural "V" folds varies with height. 4' height (2 folds), 5' height (2 folds), 6' height (3 folds), and 8' height (4 folds).



Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

WWP

Title: <b>WIREWORKS PLUS PANEL</b>			
DR: kmC	SH . 1 of 1	SCALE: DO NOT SCALE	
CK:	Date 05/30/2019	REV: b	



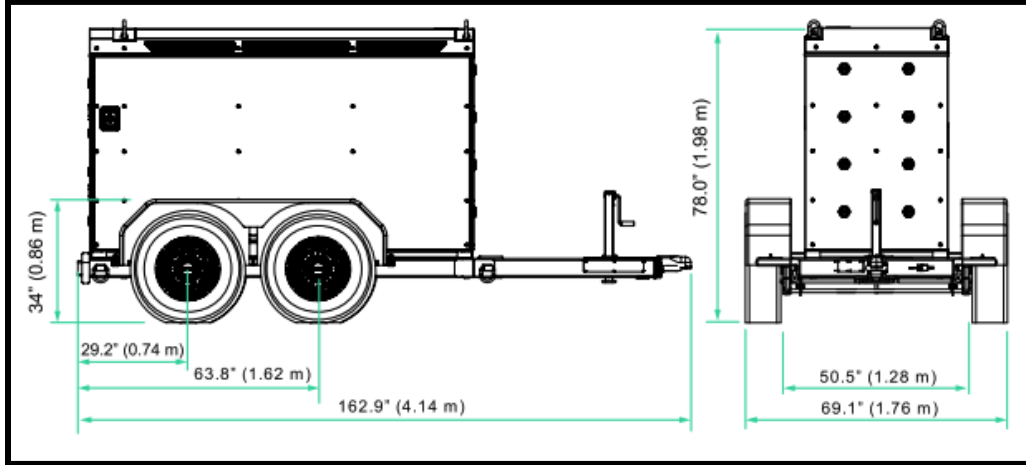
**AMERISTAR®**

1555 N. Mingo  
Tulsa, OK 74116  
1-888-333-3422  
www.ameristarfence.com



# 2026 Wing Project Narrative

## Appendix: Battery Generator Specs



**ORDINANCE NO. 3962  
ZONING CASE ZC26-0162**

**AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING PLANNED DEVELOPMENT 35 OF THE CITY OF NORTH RICHLAND HILLS FOR THE PURPOSE OF AUTHORIZING A HELIPORT/LANDING FIELD FOR DRONE DELIVERY SERVICE AS AN ACCESSORY USE AT 6321 BOULEVARD 26; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** the City of North Richland Hills, Texas is a home-rule municipality located in Tarrant County, Texas acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

**WHEREAS,** the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

**WHEREAS,** the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

**WHEREAS,** the City Council of the City of North Richland Hills previously approved Planned Development 35; and

**WHEREAS,** the owner of the property located at 6321 Boulevard 26 (the “Property”) has filed an application to authorize a heliport/landing field for drone delivery service as an accessory use on a portion of the property; and

**WHEREAS,** the Planning and Zoning Commission of the City of North Richland Hills, Texas held a public hearing on May 21, 2026, and the City Council of the City of North Richland Hills, Texas, held a public hearing on June 22, 2026, with respect to the special use permit described herein; and

**WHEREAS,** the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

**WHEREAS,** upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS:**

**SECTION 1:** That the Zoning Ordinance of the City of North Richland Hills and Planned Development 35 of the City of North Richland Hills are hereby revised to authorize a heliport/landing field for drone delivery service on Lot 6, Block A, Richland Plaza Addition, commonly referred to as 6321 Boulevard 26, as described and shown on **Exhibit “A,”** attached hereto and incorporated for all purposes.

**SECTION 2:** The City Council finds that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the revised planned development in accordance with the Land Use and Development Regulations, set forth in **Exhibit “B,”** and the Site Plan Exhibits, set forth in **Exhibit “C,”** both of which are attached hereto and incorporated for all purposes.

**SECTION 3:** That the official map of the City of North Richland Hills is amended and the Director of Planning is directed to revise the official zoning map to reflect the revised Planned Development 35, as set forth above.

**SECTION 4:** The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all

other applicable and pertinent ordinances of the City of North Richland Hills.

**SECTION 5:** This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

**SECTION 6:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

**SECTION 7:** Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and is punishable hereunder.

**SECTION 8:** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9:** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

**SECTION 10:** This Ordinance shall be in full force and effect upon publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on this 22nd day of June, 2026.

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
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:**

\_\_\_\_\_  
Cori Reaume, Director of Planning

**Exhibit A – Property Description – Ordinance No. \*\*\*\* – Page 1 of 1**

Zoning Case ZC26-0162

Lot 6, Block A, Richland Plaza Addition

6321 Boulevard 26, North Richland Hills, Texas

**BEING** Lot 6, Block A, Richland Plaza Addition, according to the plat thereof recorded in Cabinet A, Slide 9170, Plat Records, Tarrant County, Texas.

## Exhibit B – Land Use and Development Regulations – Ordinance No. 3962 – Page 1 of 1

Zoning Case ZC26-0162  
Lot 6, Block A, Richland Plaza Addition  
6321 Boulevard 26, North Richland Hills, Texas

The development of the property must adhere to all the conditions of the North Richland Hills Code of Ordinances, as amended, and the development standards of Planned Development 35, as approved by City Council on September 11, 2000 (Ordinance 2512). Where these regulations conflict with or overlap another ordinance, easement, covenant or deed restriction, the more stringent restriction shall prevail.

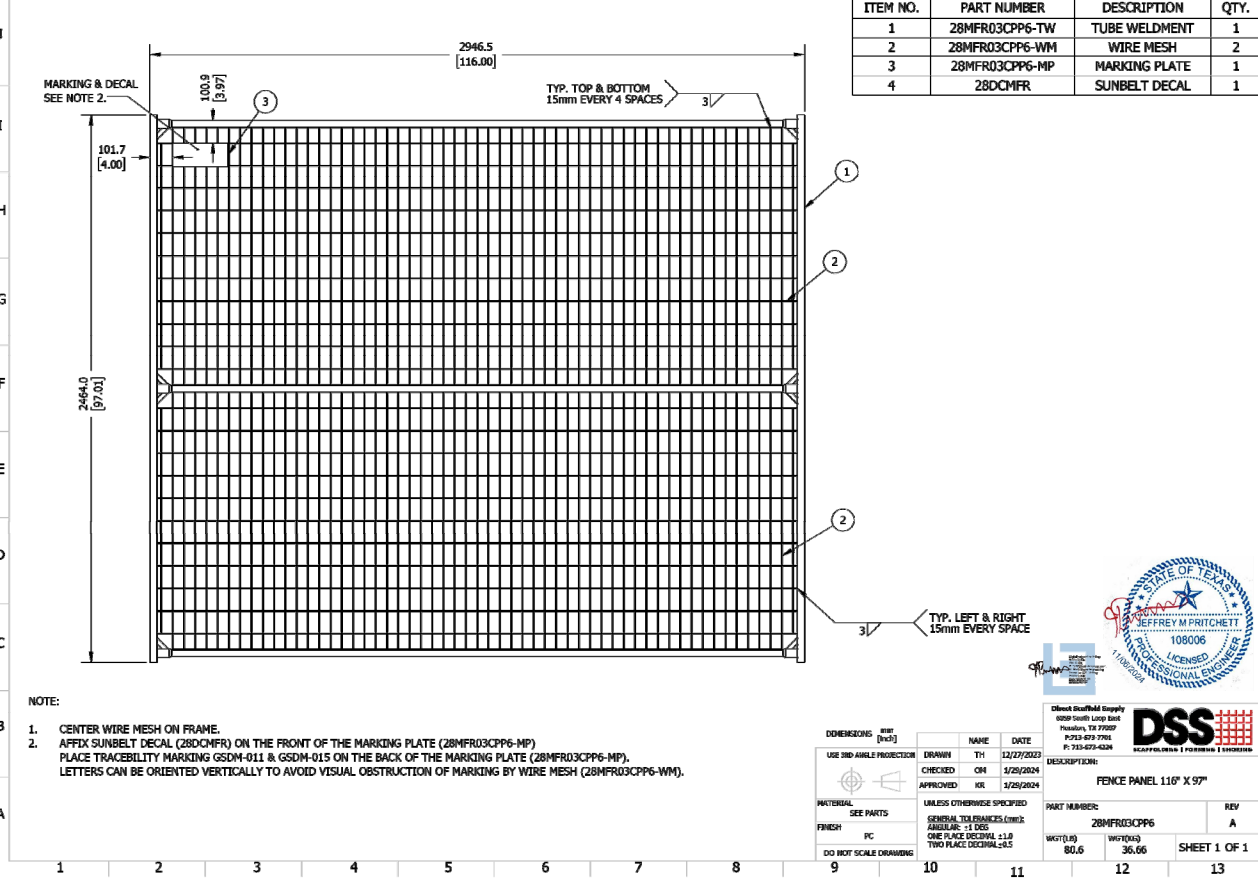
- A. *Permitted use.* The permitted uses and development regulations originally adopted by Ordinance 2512 for Planned Development 35 remain effective and in place. Additionally, one (1) heliport/landing field for drone delivery services is authorized on the property, subject to the standards described below.
- B. *Site development standards.* The site development must comply with the development standards of Planned Development 35 and the standards described below.
  - 1. The size of the landing field must not exceed five thousand (5,000) square feet.
  - 2. The fence around the landing field may be screened by a chain link fence, provided the fence is vinyl-clad or powder-coated in black or dark green.
  - 3. A temporary storage building may be placed inside the fenced area for the storage of drone aircraft and associated equipment.
  - 4. Permanent electric power to the landing field must be established within one year of approval of this ordinance. Service lines for electric power must be placed underground. After this date, the use of temporary generators is prohibited.
- C. *Operational standards.* The operation of the drone delivery service development must comply with the standards described below.
  - 1. The drone delivery operations are considered a conditional permit and approval will expire on June 22, 2029. After such time, the property owner may seek approval from the City Council to continue the drone delivery service operations.
  - 2. Drone operations may take place only during daylight hours.
- D. *Amendments to Planned Developments.* An amendment or revision to the Planned Development must be processed in the same manner as the original approval. The application for an amendment or revision must include all land described in the original ordinance that zoned the land to the PD district.

The city manager or designee may approve minor amendments or revisions to the SUP standards provided the amendment or revisions do not significantly:

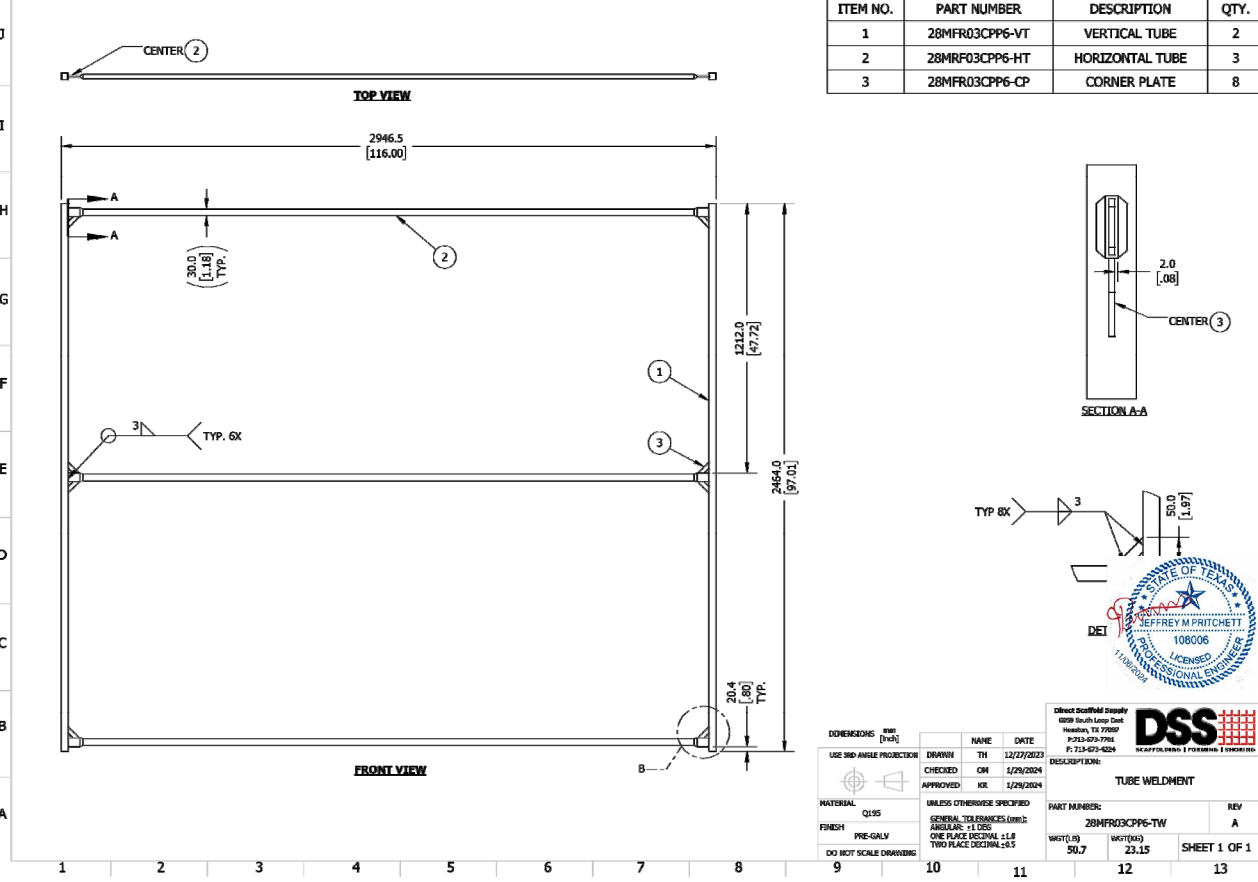
- 1. Alter the basic relationship of the proposed uses to adjacent uses;
- 2. Change the uses approved;
- 3. Increase approved densities, height, site coverage, or floor areas;
- 4. Decrease on-site parking requirements;
- 5. Reduce minimum yards or setbacks; or
- 6. Change traffic patterns.



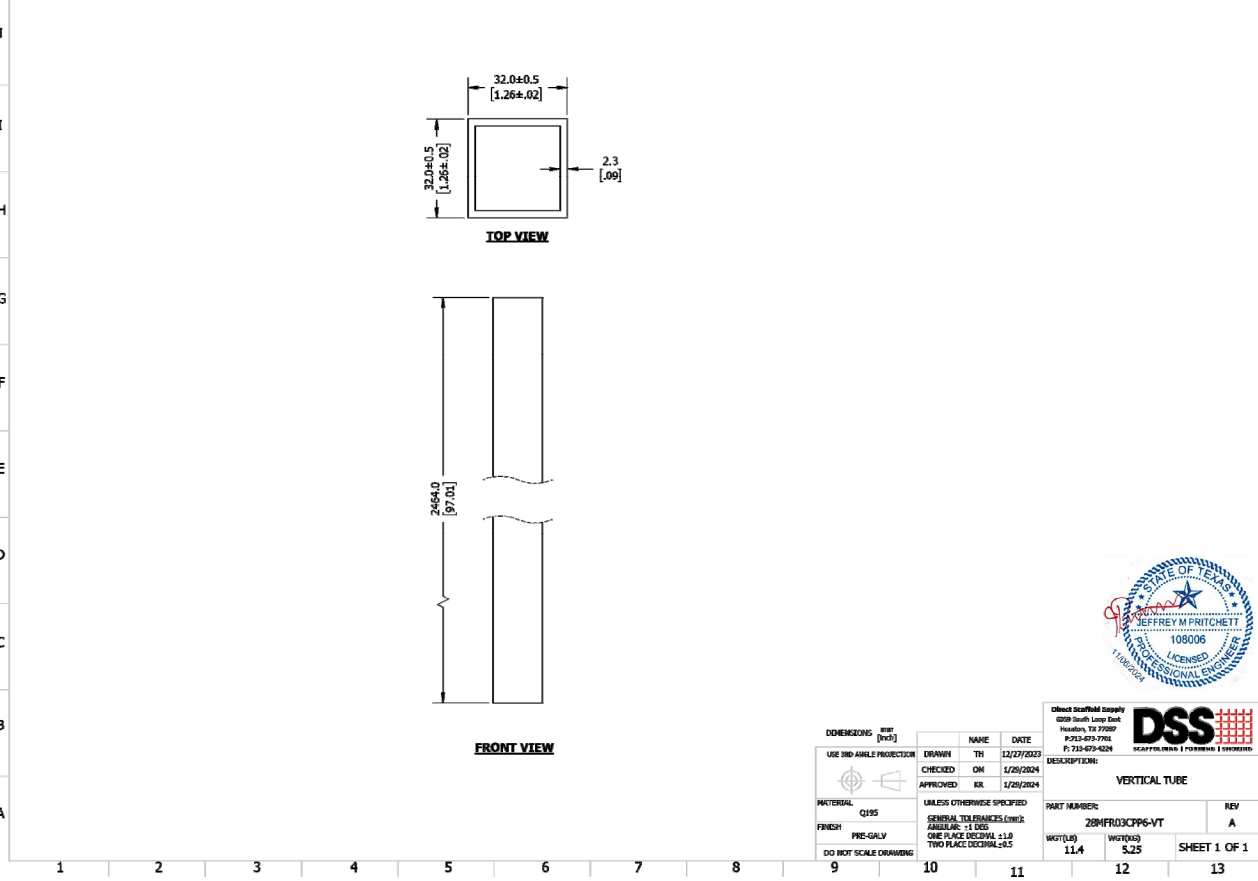
Note: The information contained herein is in the property of Direct Scaffold Supply, L.P. and may not be disclosed without the express written consent of Direct Scaffold Supply, L.P.



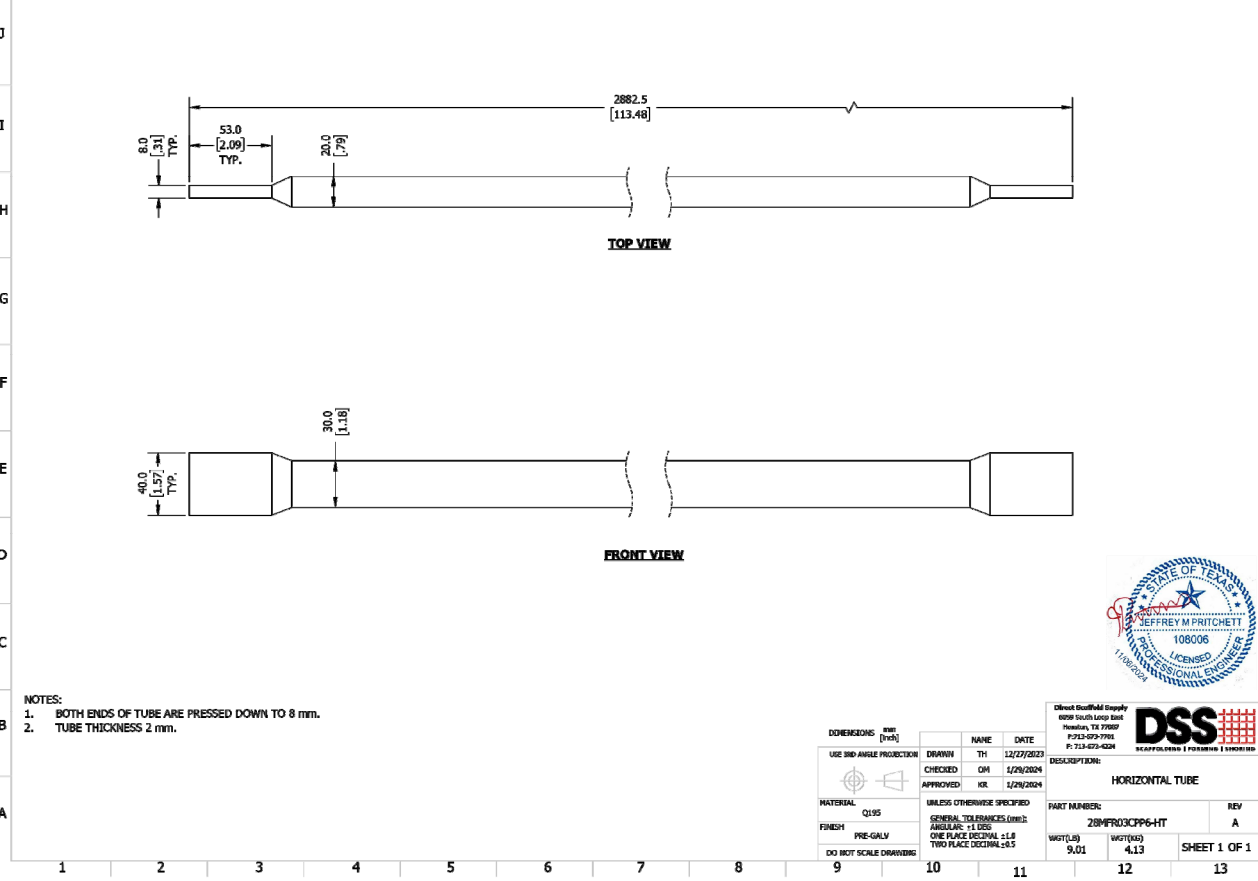
Note: The information contained herein is in the property of Direct Scaffold Supply, L.P. and may not be disclosed without the express written consent of Direct Scaffold Supply, L.P.



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181  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 13465 NOEL RD., TWO GALLERIA OFFICE TOWER  
 SUITE 700 DALLAS, TX 75240  
 PHONE: 972-770-1300 FAX: 972-239-3820  
 WWW.KIMLEY-HORN.COM TX F-828  
 © 2026 KIMLEY-HORN AND ASSOCIATES, INC.

KHA PROJECT		DATE	APRIL 2026
SCALE		AS SHOWN	
DESIGNED BY		AGE	
DRAWN BY		AGE	
CHECKED BY		CM	

**Kimley»Horn**

13465 NOEL RD., TWO GALLERIA OFFICE TOWER  
 SUITE 700 DALLAS, TX 75240  
 PHONE: 972-770-1300 FAX: 972-239-3820  
 WWW.KIMLEY-HORN.COM TX F-828  
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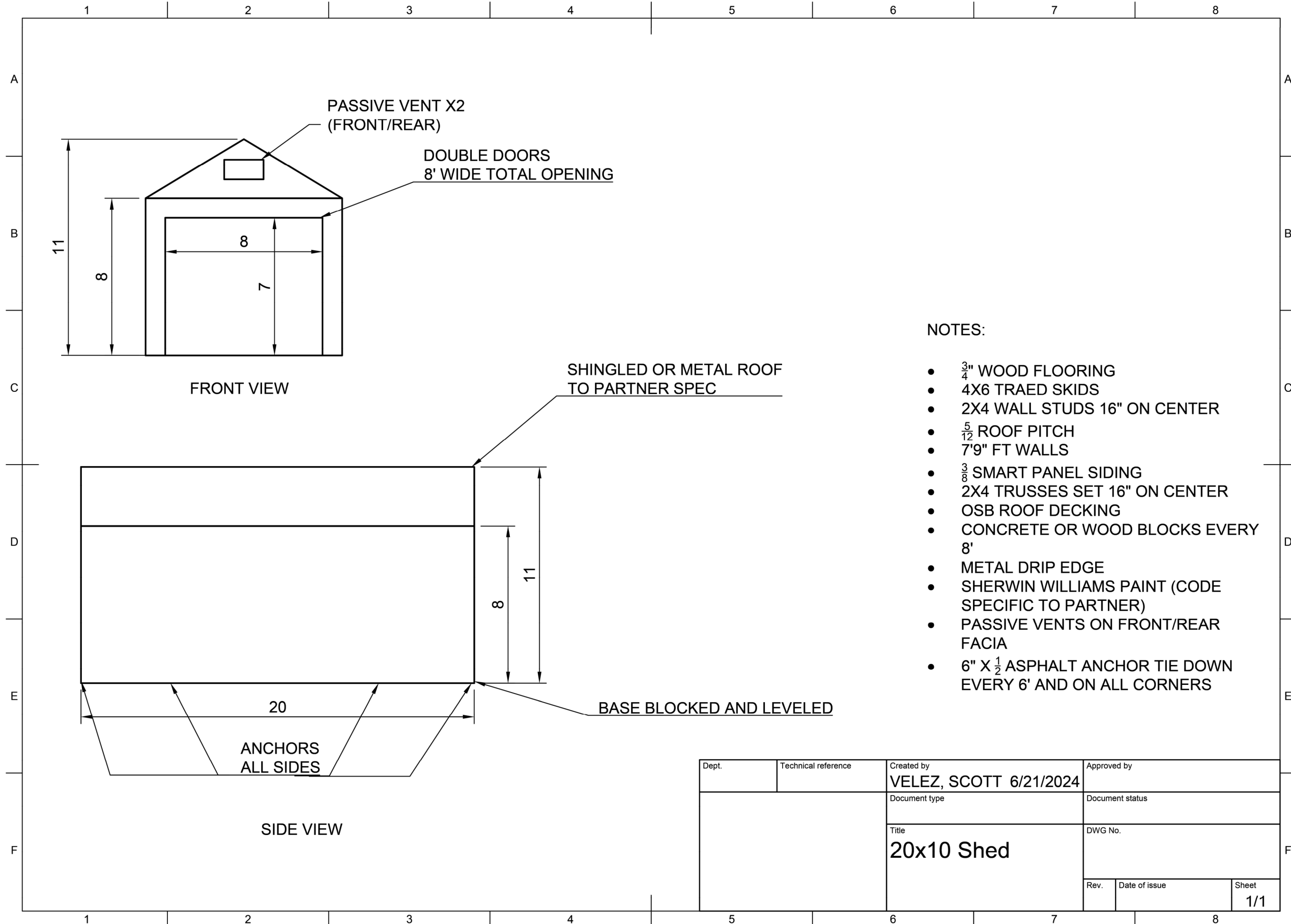
**BISD PLAZA**  
 CITY OF NORTH RICHLAND HILLS, TX

**SITE PLAN**  
**DETAILS (1 OF 3)**

SHEET NUMBER  
**EX-2**



This document, together with the concepts and design presented herein, is an instrument of service. It is intended only for the specific purpose and shall be null and void if used for any other purpose. It is the responsibility of the user to ensure that the design and construction of the project complies with all applicable codes and regulations. The user shall be responsible for obtaining all necessary permits and approvals. The user shall indemnify and hold the architect and its consultants, including Kimley-Horn and Associates, Inc., harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or from the use of this instrument of service, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the architect or its consultants.



**NOTES:**

- 3/4" WOOD FLOORING
- 4X6 TRUED SKIDS
- 2X4 WALL STUDS 16" ON CENTER
- 5/12 ROOF PITCH
- 7'9" FT WALLS
- 3/8 SMART PANEL SIDING
- 2X4 TRUSSES SET 16" ON CENTER
- OSB ROOF DECKING
- CONCRETE OR WOOD BLOCKS EVERY 8'
- METAL DRIP EDGE
- SHERWIN WILLIAMS PAINT (CODE SPECIFIC TO PARTNER)
- PASSIVE VENTS ON FRONT/REAR FACIA
- 6" X 1/2" ASPHALT ANCHOR TIE DOWN EVERY 6' AND ON ALL CORNERS

Dept.	Technical reference	Created by <b>VELEZ, SCOTT 6/21/2024</b>	Approved by
		Document type	Document status
		Title <b>20x10 Shed</b>	DWG No.
		Rev.	Date of issue
			Sheet <b>1/1</b>

No.	REVISIONS	DATE	BY

**Kimley»Horn**  
 13465 NOEL RD. TWO GALLERIA OFFICE TOWER  
 SUITE 700 DALLAS, TX 75240  
 PHONE: 972-770-1300 FAX: 972-239-3820  
 WWW.KIMLEY-HORN.COM TX F-928  
 © 2026 KIMLEY-HORN AND ASSOCIATES, INC.

KHA PROJECT	DATE	AS SHOWN	AGE	CMD
	APRIL 2026			
	SCALE	DESIGNED BY	AGE	CMD

**BISD PLAZA**  
 CITY OF NORTH RICHLAND HILLS, TX

**SITE PLAN  
 DETAILS (3 OF 3)**

SHEET NUMBER  
**EX-4**

**MINUTES OF THE WORK SESSION AND REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION OF THE  
CITY OF NORTH RICHLAND HILLS, TEXAS  
HELD IN THE CITY HALL, 4301 CITY POINT DRIVE  
MAY 21, 2026**

**C.2 ZC26-0162 PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM WING AVIATION LLC FOR A REVISION TO PLANNED DEVELOPMENT 35 AT 6321 BOULEVARD 26, BEING 5.267 ACRES DESCRIBED AS LOT 6, BLOCK A, RICHLAND PLAZA ADDITION.**

**APPROVED**

Chair Stamps announced that Commissioner Pekurney has a conflict of interest for item B.2 and would abstain from discussion. He filed an affidavit of disqualifications with the city secretary stating his conflict.

*Commissioner Pekurney left the dais at 7:46 PM.*

Chair Stamps stated that due to the recusal of Commissioner Pekurney, Alternate Whittaker would be a voting member for this item.

Chair Stamps introduced the item, opened the public hearing, and called for Principal Planner Clayton Husband to introduce the request. Mr. Husband introduced the request.

Chair Stamps called for the applicant to present the request.

Guelmarie Conde, representing Wing Aviation, 380 Virginia Highlands, Fayetteville, Georgia, presented the request.

Chair Stamps and the applicant discussed the drone operations proposed for the site.

Commissioner Carpenter and the applicant discussed drone weight limits, delivery timing, and air traffic of other local drone operations.

Chair Stamps and the applicant discussed the DoorDash drone model in other locations across the country and order frequency and capacity.

Alternate Whitaker and the applicant discussed vehicular traffic in conjunction with

the drone operations.

Vice Chair Carpenter and the applicant discussed the hours of operation for the site.

Alternate Whitaker and the applicant discussed operations in relation to major holidays.

Chair Stamps called for Mr. Husband to present the staff report. Mr. Husband presented the staff report.

Chair Stamps and Mr. Husband discussed the traffic implications and existing parking conditions, site design, and hours of operation.

Alternate Whitaker and the applicant discussed the timeline and scope of implementing nighttime operations.

Chair Stamps called for anyone wishing to speak for or against the request to come forward.

The following individuals spoke during the public hearing: Robert Gomez, 7714 Sable Lane.

Chair Stamps called for anyone wishing to speak for or against the request to come forward. There being no one else wishing to speak, Chair Stamps closed the public hearing.

**A MOTION WAS MADE BY COMMISSIONER WELBORN, SECONDED BY VICE CHAIR CARPENTER TO APPROVE ZC26-0162 WITH THE CONDITION THAT DRONE OPERATIONS TAKE PLACE DURING DAYLIGHT HOURS ONLY. MOTION TO APPROVE CARRIED 6-1 (ALTERNATE WHITTAKER VOTING AGAINST AND COMMISSIONER PEKURNEY ABSTAINING)**

## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager      **DATE:** June 22, 2026  
**SUBJECT:** ZC26-0163, Ordinance No. 3963, Public hearing and consideration of a request from Westwood Professional Services for a zoning change from OC (Outdoor Commercial) to NR-PD (Nonresidential Planned Development) at 8613 Boulevard 26, being 5.335 acres described as a portion of Lot 3R3R, Block 2, Walker Branch Addition.  
**PRESENTER:** Cori Reaume, Director of Planning

### **SUMMARY:**

On behalf of Orascam Group LLC (owner) and FlexPointe Ventures (applicant), Westwood Professional Services is requesting a zoning change from OC (Outdoor Commercial) to NR-PD (Nonresidential Planned Development) on 5.335 acres located at 8613 Boulevard 26.

### **GENERAL DESCRIPTION & HISTORY:**

The property is located on the northwest side of Boulevard 26 between Emerald Hills Way and the Peppa Pig theme park. The site was originally developed in 1995 as a golf driving range. The Meadows at North Richland Hills apartment complex is immediately west of the site, and Tarrant County College is across Boulevard 26.

The property is currently zoned OC (Outdoor Commercial). The applicant proposes to rezone the rear 5.335-acre portion of the property to NR-PD (Nonresidential Planned Development) to develop flex-warehouse buildings in the rear area of the property. The overall Lot 3R3R is 7.83 acres in size, but the remaining 2.5 acres on the Boulevard 26 frontage is not part of the zoning application.

A conceptual site plan and landscape plan for the property are attached for reference. Planned improvements to the site include construction of ten new flex-warehouse buildings, parking areas, and other site and landscaping improvements. The buildings are proposed in the rear area of the lot and would generally range in size from 6,700 to 11,700 square feet in floor area. The development area does not have direct frontage on Boulevard 26. For reference, the conceptual site plan is shown below.

The NR-PD would adopt a base zoning district of C-2 (Commercial). In addition to the land uses permitted in this district, the applicant proposes to include the following business types as permitted uses: contractor's office with shop and/or garage; moving or storage company; warehouse; cabinet shop; and brewery.

Landscape areas would cover approximately 18% of the site. These areas include setback areas between buildings and property lines, parking lot trees, and other internal site landscaping.

Since the property west of the site is zoned for multifamily residential use, a masonry screening wall is required along this common property line. Due to the existence of a 20-foot pipeline easement in the area, the applicant proposes to install a landscape screen. Installation of the landscaping would require approval of the pipeline easement owner. The proposed development conditions do not waive the screening requirement and would require the installation of either the landscaping or masonry screening wall.

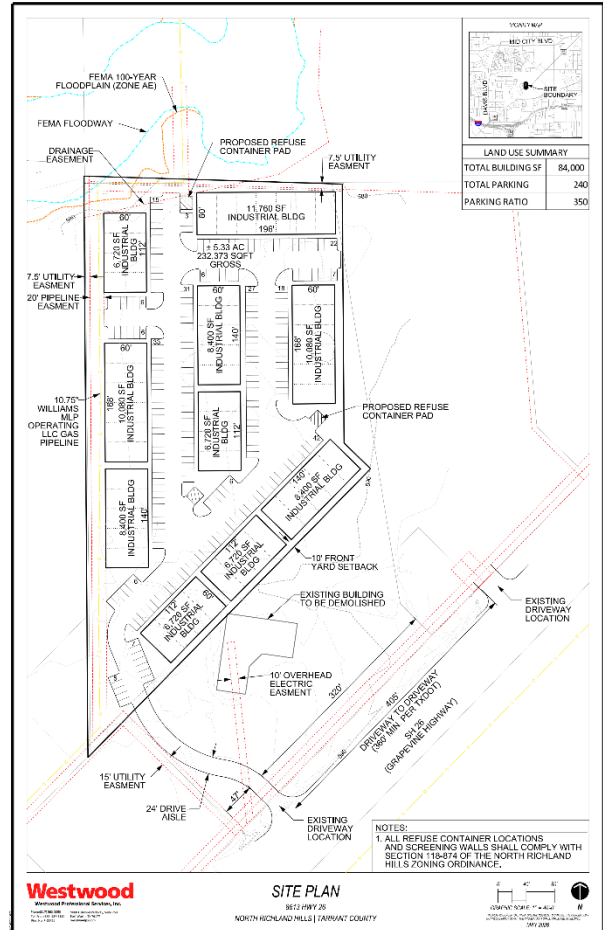
Access to the property would be provided through a common access easement that connects to a driveway on Boulevard 26. The parking lot would include 240 parking spaces.

The proposed conditions for this NR-PD district are attached. Applications for rezoning to the NR-PD district provide an opportunity to address modifications to specific site development and building design standards for the site. These conditions are based on the applicant's proposed development of the property. These conditions may be modified throughout the public hearing process, and they are subject to final approval by City Council.

**VISION2030 COMPREHENSIVE PLAN:** This area is designated on the Land Use Plan as Retail Commercial. The Retail Commercial land use category provides sites for community and regional shopping centers, commercial establishments, and employment centers. These sites are typically located on highways and major thoroughfares at key intersections.

**CURRENT ZONING:** The property is currently zoned OC (Outdoor Commercial). This district is intended to permit a limited variety of commercial uses that requires an extensive amount of outdoor display use.

**PROPOSED ZONING:** The proposed zoning is NR-PD (Nonresidential Planned Development). The NR-PD zoning district is intended to permit flexibility in the design of nonresidential developments to best utilize the physical features of the site in exchange





for greater public benefits than would otherwise be achieved through development under general code standards. These developments are intended for nonresidential developments of three or more acres in size.

**SURROUNDING ZONING | LAND USE:**

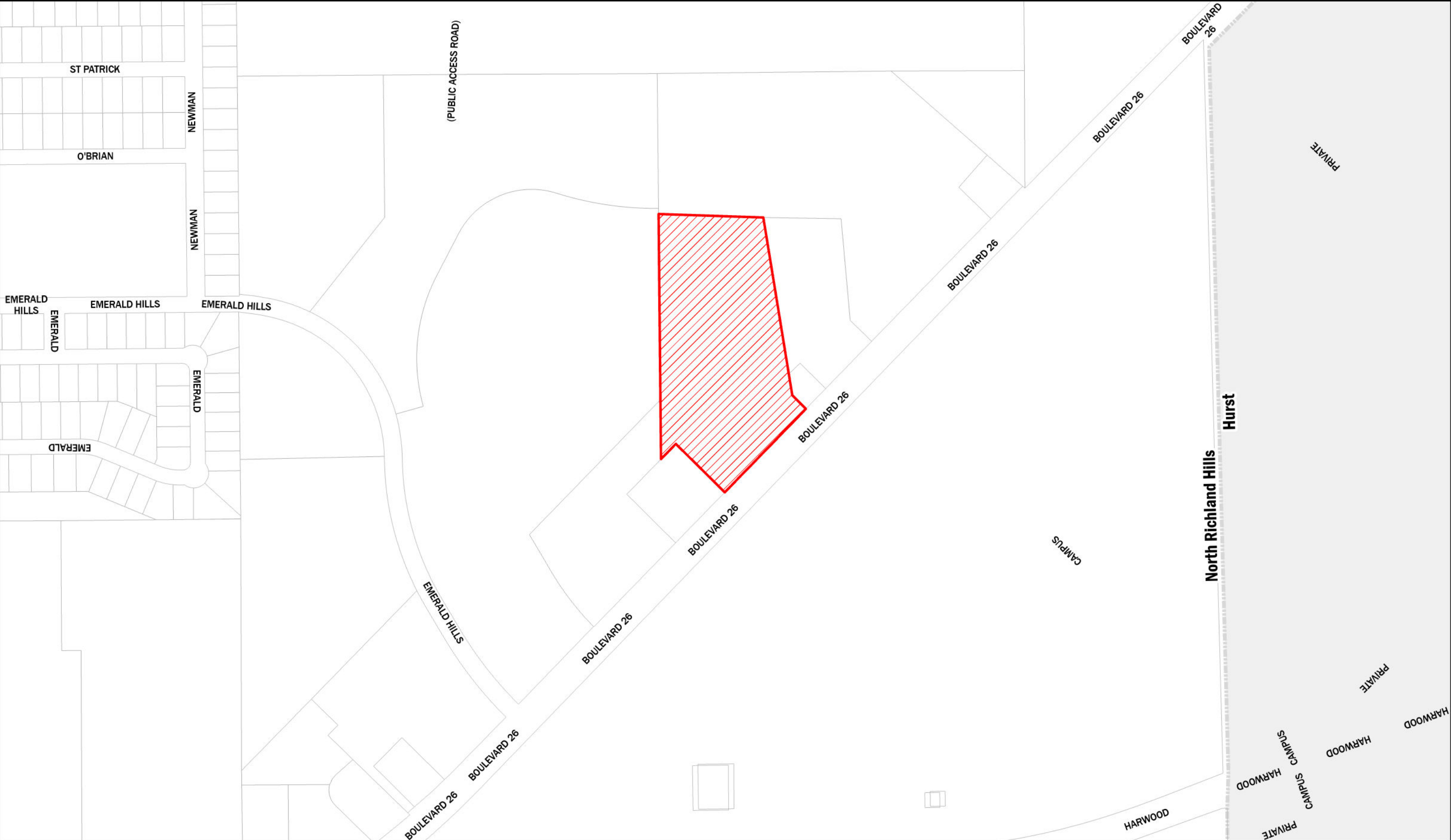
DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
<b>NORTH</b>	OC (Outdoor Commercial)	Retail Commercial	Vacant (Walker Branch creek)
<b>WEST</b>	PD (Planned Development) C-1 (Commercial)	High Density Residential	Apartment community (The Meadows at North Richland Hills)
<b>SOUTH</b>	U (School Church Institutional)	Community Services	Tarrant County College
<b>EAST</b>	OC (Outdoor Commercial) C-2 (Commercial)	Retail Commercial	Vacant Restaurant

**PLAT STATUS:** The property is platted as Lot 3R3R, Block 2, Walker Branch Addition. Approval of a replat of the property is required prior to the issuance of building permits.

**PLANNING AND ZONING COMMISSION:** The Planning and Zoning Commission conducted a public hearing and considered this item at the May 21, 2026, meeting and voted 4-3 to recommend denial, with Commissioners Welborn, Carpenter, Narayana, and Pekurney voting in favor of the motion for denial, and Commissioners Epperley and Stamps, and Alternate Kerby voting against the motion.

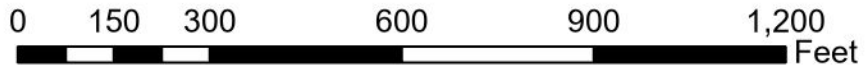
**RECOMMENDATION:**

Deny Ordinance No. 3963.



Prepared by Planning & Zoning Department

DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.







# PUBLIC HEARING NOTICE

## CASE: ZC26-0163

«OWNER»  
«MAILING\_ADDRESS»  
«CITY\_STATE» «ZIP»

You are receiving this notice because you are a property owner of record within 200 feet of the property requesting a **ZONING CHANGE** as shown on the attached map.

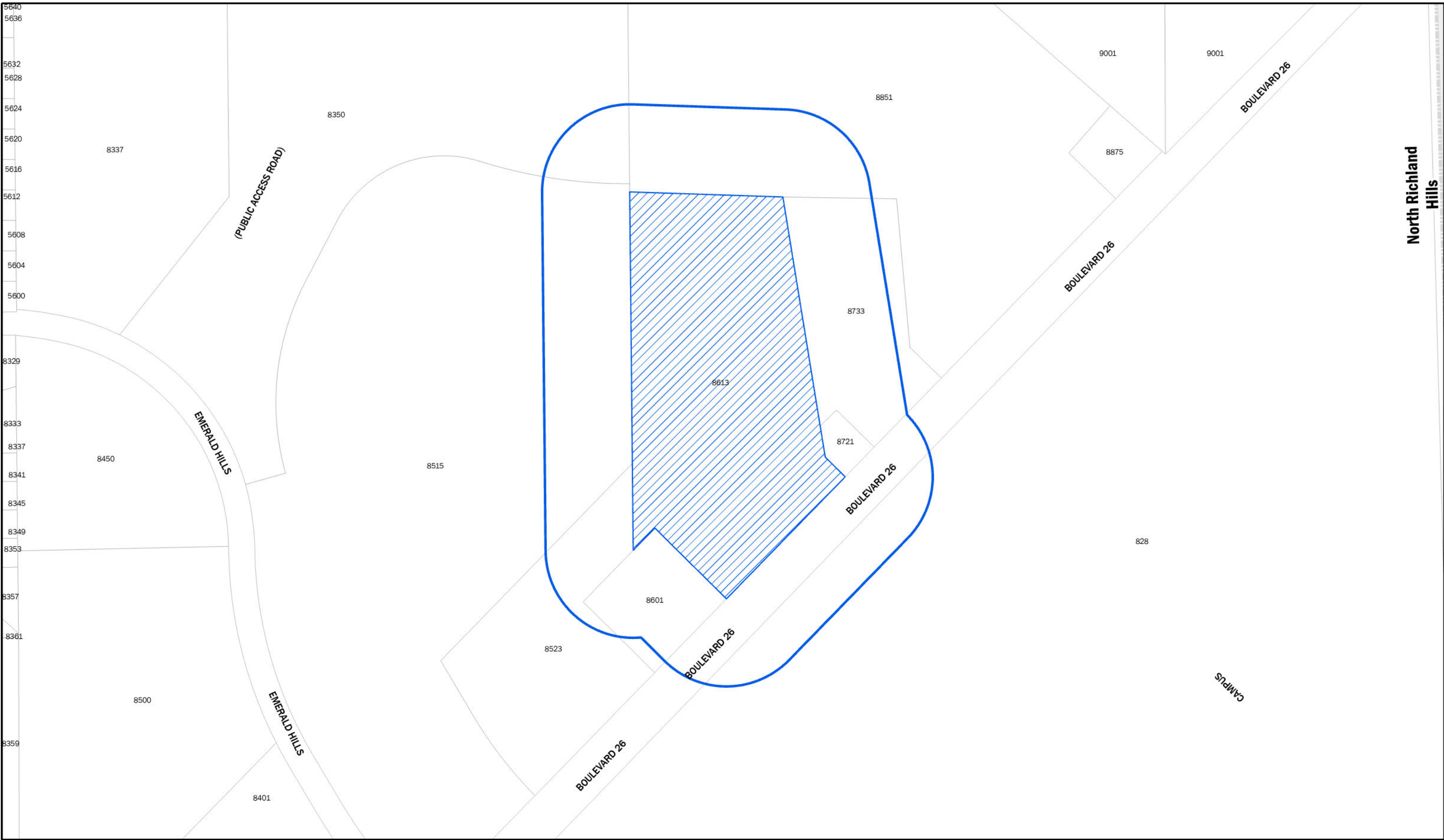
<b>APPLICANT</b>	Westwood Professional Services (agent) and FlexPointe Ventures (applicant)
<b>LOCATION</b>	8613 Boulevard 26
<b>REQUEST</b>	Public hearing and consideration of a request from Westwood Professional Services for a zoning change from OC (Outdoor Commercial) to NR-PD (Nonresidential Planned Development) at 8613 Boulevard 26, being 5.335 acres described as a portion of Lot 3R3R, Block 2, Walker Branch Addition.
<b>DESCRIPTION</b>	Proposed development of ten flex-space buildings totaling about 84,000 square feet. Project is jtargeted to businesses including contractor offices, storage and warehousing, cabinet shops, and other commercial uses.
<b>PUBLIC HEARING DATES</b>	Planning and Zoning Commission 7:00 PM Thursday, May 21, 2026  City Council 7:00 PM Monday, June 22, 2026
<b>MEETING LOCATION</b>	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

People interested in submitting letters of support or opposition are encouraged to contact the Planning & Zoning Department for additional information. Letters must be received by the close of the City Council public hearing. Because changes are made to requests during the public hearing process, you are encouraged to follow the request through to final action by City Council.



NOTIFIED PROPERTY OWNERS  
ZC26-0163

OWNER	MAILING ADDRESS	CITY STATE	ZIP
2323 INVESTMENTS LLC	PO BOX 172047	ARLINGTON TX	76003
7-ELEVEN INC	3200 HACKBERRY RD	IRVING TX	75063
ERIK & RONDA BAUER	3405 DOWLAND DR	FLOWER MOUND TX	75022
MERLIN ENTERTAINMENTS THEME PARK LLC	12710 RESEARCH BLVD SUITE 305	AUSTIN TX	78759
ORASCAM GROUP LLC	1521 WAGONWHEEL TRL	KELLER TX	76248
STAR MEADOWS LLC	PO BOX 530292	BIRMINGHAM AL	35253
TARRANT COUNTY JUNIOR COLLEGE	5301 CAMPUS DR	FORT WORTH TX	76119



North Richland Hills

Prepared by Planning & Zoning Department

DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



May 2026

City of North Richland Hills  
Development Services, Attn: Clayton Husband, AICP  
4301 City Point Drive  
North Richland Hills, TX 76180

## **Re: Project Narrative for Planned Development Zoning Submittal – Commercial Flex-Tech**

Dear Clayton Husband,

On behalf of the Owner/Developer, Westwood Professional Services is submitting a Planned Development (PD) zoning application for a proposed commercial flex-tech campus located at 8613 State Highway 26 in North Richland Hills, Texas. Our development aims to create a quality employment campus that meets the needs of the surrounding business community while enhancing the surrounding corridor.

The proposed development will consist of ten (10) flex-tech buildings totaling approximately 84,000 square feet on 5.33 acres. Individual buildings range in size from 6,720 square feet to 11,760 square feet, offering a variety of configurations to accommodate a diverse tenant mix. The subject property is currently zoned Outdoor Commercial and has operated as a golf driving range, which has since been abandoned. The proposed PD adopts a base zoning district of C-2 (Commercial) and represents a responsible and compatible reuse of a vacant, underutilized property along the State Highway 26 corridor.

Our primary objectives for this development include:

1. **Providing Quality Employment Space:** The project will offer flexible commercial space for a variety of businesses, including contractor offices, moving and storage companies, warehousing, breweries, cabinet shops, and other uses permitted within the C-2 zoning district, contributing to the employment base and tax base of North Richland Hills.
2. **Compatible and Thoughtful Design:** The development has been designed with careful consideration of adjacent land uses, incorporating appropriate screening and masonry standards to ensure compatibility with neighboring commercial and residential properties.
3. **Sustainable Development Practices:** Our design will prioritize responsible land use, including stormwater management solutions, landscaping consistent with Article III, Chapter 114 of the city's code, and the reactivation of a long-vacant parcel along a prominent city corridor.
4. **Compliance with Local Regulations:** We are committed to working closely with the City of North Richland Hills' planning department to ensure that our development aligns with local zoning ordinances, the adopted PD standards, and the goals of the community.

We are eager to engage with the planning department and the City of North Richland Hills to discuss our proposal further. We believe that this development will not only meet the employment and commercial space demands of the area but also enhance the vitality of the State Highway 26 corridor.

Sincerely,

Timothy Lucas, AICP  
Service Lead, Planning

**ORDINANCE NO. \*\*\*\***  
**ZONING CASE ZC26-0163**

**AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, AND THE ZONING MAP OF THE CITY OF NORTH RICHLAND HILLS, TEXAS BY REZONING 5.335 ACRES OF LAND LOCATED AT 8613 BOULEVARD 26 FROM OC (OUTDOOR COMMERCIAL) TO NR-PD (NONRESIDENTIAL PLANNED DEVELOPMENT); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING FOR SAVINGS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of North Richland Hills, Texas is a home-rule municipality located in Tarrant County, Texas acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

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

**WHEREAS,** the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

**WHEREAS,** the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

**WHEREAS,** the owner of the property containing approximately 5.335 acres of land located at 8613 Boulevard 26 (the "Property") has filed an application to rezone the Property from its present classification of OC (Outdoor Commercial) to NR-PD (Nonresidential Planned Development); and

**WHEREAS,** the Planning and Zoning Commission of the City of North Richland Hills, Texas held a public hearing on May 21, 2026, and the City Council of the City of North Richland Hills, Texas, held a public hearing on June 22, 2026, with respect to the zoning change described herein; and

**WHEREAS**, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

**WHEREAS**, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS:**

**SECTION 1:** That the Zoning Ordinance of the City of North Richland Hills is hereby amended by rezoning from OC (Outdoor Commercial) to NR-PD (Nonresidential Planned Development) 5.335 acres of property described as a portion of Lot 3R3R, Block 2, Walker Branch Addition, commonly referred to as 8613 Boulevard 26, as described and shown on **Exhibit "A,"** attached hereto and incorporated for all purposes.

**SECTION 2:** That the official zoning map of the City of North Richland Hills is amended and the Director of Planning is directed to revise the official zoning map to reflect the approved NR-PD (Nonresidential Planned Development) zoning, as set forth above.

**SECTION 3:** The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all other applicable and pertinent ordinances of the City of North Richland Hills.

**SECTION 4:** The zoning district as herein established has been made in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community.

**SECTION 5:** This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

**SECTION 6:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance

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

**SECTION 7:** Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and is punishable hereunder.

**SECTION 8:** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9:** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

**SECTION 10:** This Ordinance shall be in full force and effect upon publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on this 22nd day of June, 2026.

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

---

Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Cori Reaume  
Director of Planning

**Exhibit A – Property Description – Ordinance No. 3963 – Page 1 of 1**

Zoning Case ZC26-0163

Portion of Lot 3R3R, Block 2, Walker Branch Addition

8613 Boulevard 26, North Richland Hills, Texas

BEING a tract of land situated in the L.C. Walker Survey, Abstract Number 1653, City of North Richland Hills, Tarrant County, Texas, being a portion of Lot 3R3R, Block 2, Walker Branch Addition, an addition to the City of North Richland Hills, Texas, recorded in Cabinet A, Slide 5792, Plat Records, Tarrant County, Texas, and being a portion of Lot 3R1, Block 2, Walker Branch Addition, an addition to the City of North Richland Hills, Texas, recorded in Cabinet A, Slide 3915, Plat Records, Tarrant County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of said Lot 3R3R, Block 2, being the southwest corner of Lot 4R, Block 2, Walker Branch Addition, an addition to the City of North Richland Hills, recorded in Instrument Number D224226107, Plat Records, Tarrant County, Texas, also being in the east line of Lot 2R1, Block 2, Walker Branch Addition, an addition to the City of North Richland Hills, Texas, recorded in Cabinet A, Slide 4001, Plat Records, Tarrant County, Texas;

THENCE South 88 degrees 13 minutes 34 seconds East, with the north line of said Lot 3R3R, Block 2, at 350.94 feet crossing the west line of Lot 3R1, Block 2, in all 365.76 feet;

THENCE South 00 degrees 23 minutes 25 seconds East, 366.38 feet;

THENCE South 45 degrees 37 minutes 48 seconds East, 52.42 feet;

THENCE South 44 degrees 22 minutes 30 seconds West, 503.95 feet, across said Lot 3R3R, Block 2, to the northeast corner of Lot 6, Block 2, Walker Branch Addition, an addition to the City of North Richland Hills, Texas, recorded in Cabinet A, Slide 5792, Plat Records, Tarrant County, Texas;

THENCE South 44 degrees 19 minutes 59 seconds West, 67.98 feet, with the north line of said Lot 6, to the west line of the aforementioned Lot 3R3R, Block 2, being in the east line of Lot 2R2, Block 2, Walker Branch Addition, an addition to the City of North Richland Hills, Texas, recorded in Cabinet A, Slide 5792, Plat Records, Tarrant County, Texas;

THENCE North 00 degrees 23 minutes 25 seconds West, at 199.46 feet passing the northeast corner of said Lot 2R2, Block 2, continuing with the west line of said Lot 3R3R, in all 823.20 feet to the POINT OF BEGINNING and containing 232,374 square feet or 5.335 acres of land, more or less.

**Exhibit B – Land Use and Development Regulations – Ordinance No. 3963 – Page 1 of 2**

Zoning Case ZC26-0163  
Portion of Lot 3R3R, Block 2, Walker Branch Addition  
8613 Boulevard 26, North Richland Hills, Texas

This Nonresidential Planned Development (NR-PD) district must adhere to all the conditions of the North Richland Hills Code of Ordinances, as amended, and adopt a base district of C-2 (Commercial). The following regulations are specific to this PD district. Where these regulations conflict with or overlap another ordinance, easement, covenant or deed restriction, the more stringent restriction will prevail.

- A. *Permitted Land Uses.* Uses in this NR-PD are limited to those permitted in the C-2 (Commercial) zoning district, as amended, with the addition of and subject to the following.
1. In addition to the land uses permitted in the C-2 (Commercial) zoning district, the following land uses are permitted in this NR-PD district:
    - a. Contractor's office with shop and/or garage
    - b. Moving or storage company
      - i. This does not permit a mini-warehouse / self-storage operation on the site
    - c. Warehouse
    - d. Cabinet shop
    - e. Brewery
  2. Any land use that requires a special use permit in the C-2 (Commercial) zoning district, as amended, is only allowed if a special use permit is approved for the use.
  3. Any land use prohibited in the C-2 (Commercial) zoning district, as amended, is also prohibited.
- B. *Site development standards.* Development of the property shall comply with the development standards of the C-1 (Commercial) zoning district and the standards described below.
1. The site improvements must be constructed as shown on the site plan attached as Exhibit "C."
  2. Landscaping must be installed as shown on the site plan attached as Exhibit "C." All trees planted on site must be container-grown trees.
  3. A landscape screening area must be installed on the west property line of the lot abutting Lot 2R1, Block 2, Walker Branch Addition. A six-foot tall masonry screening wall may be constructed on the west property line in lieu of the landscape screening. Either the landscape screening area or masonry screening wall must be installed prior to the issuance of a certificate of occupancy for the first building.
  4. The minimum parking requirement for the property is one space per five hundred (500) square feet of building area.

**Exhibit B – Land Use and Development Regulations – Ordinance No. 3963 – Page 2 of 2**

Zoning Case ZC26-0163

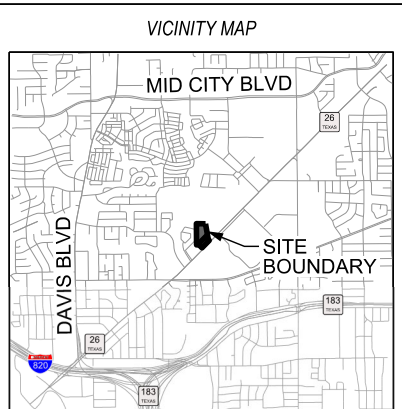
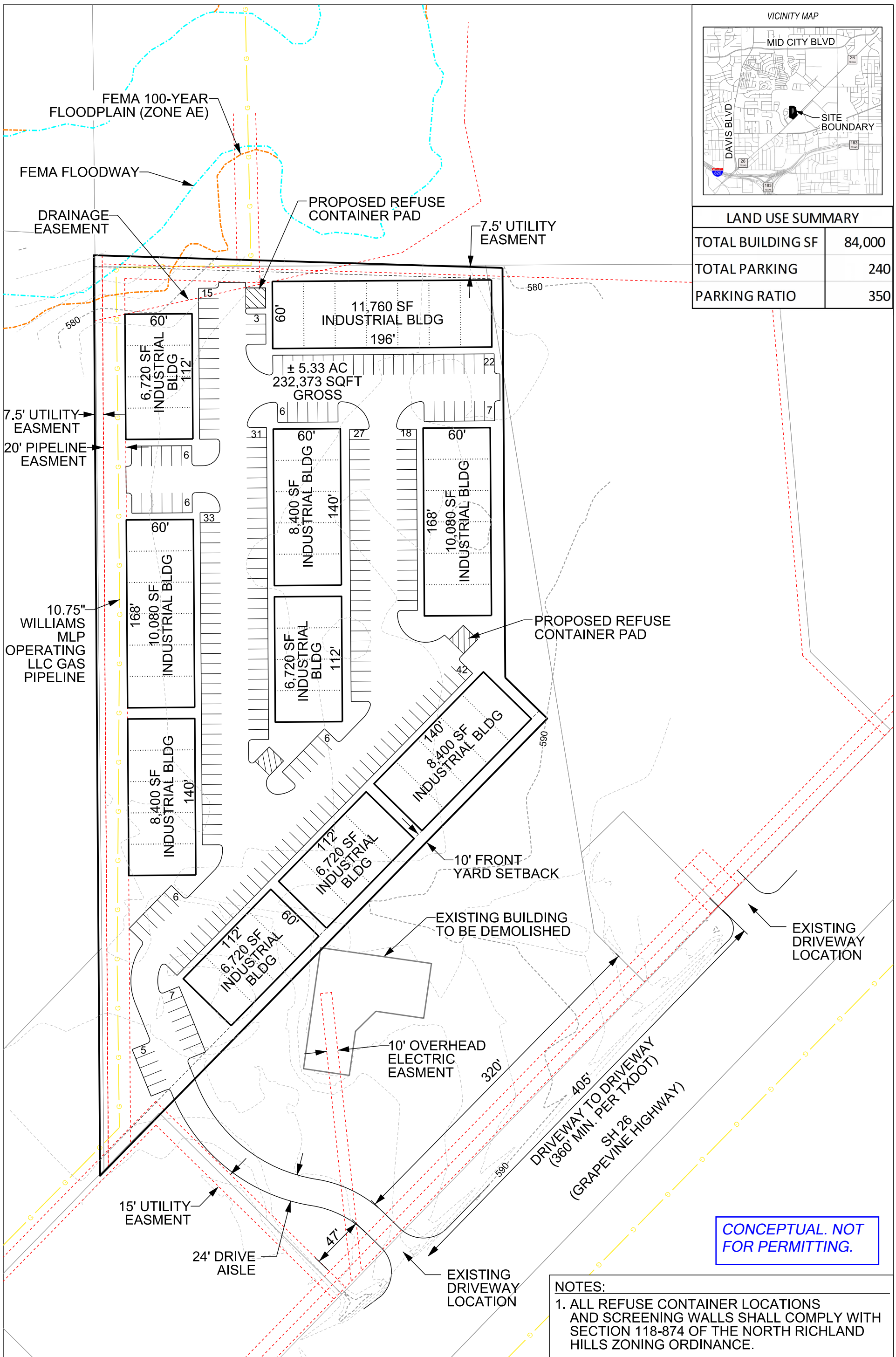
Portion of Lot 3R3R, Block 2, Walker Branch Addition

8613 Boulevard 26, North Richland Hills, Texas

- C. *Building design standards.* Building design and appearance must comply with the building elevations attached as Exhibit “C” and the standards described below.
1. The total square footage of the buildings must not exceed eighty five thousand (85,000) square feet in floor area.
  2. The rear building facades facing Boulevard 26 must incorporate masonry materials on at least thirty percent (30%) of the total wall area.
- D. *Amendments to Approved Planned Developments.* An amendment or revision to the PD district will be processed in the same manner as the original approval. The application for an amendment or revision must include all land described in the original ordinance that approved the PD district.
- E. *Administrative Approval of Site Plans.* The development is subject to final approval of a site plan package by the Development Review Committee. Site plans that comply with all development-related ordinances, and this Ordinance may be administratively approved by the Development Review Committee.

The city manager or designee may approve minor amendments or revisions to the standards provided the amendment or revisions do not significantly:

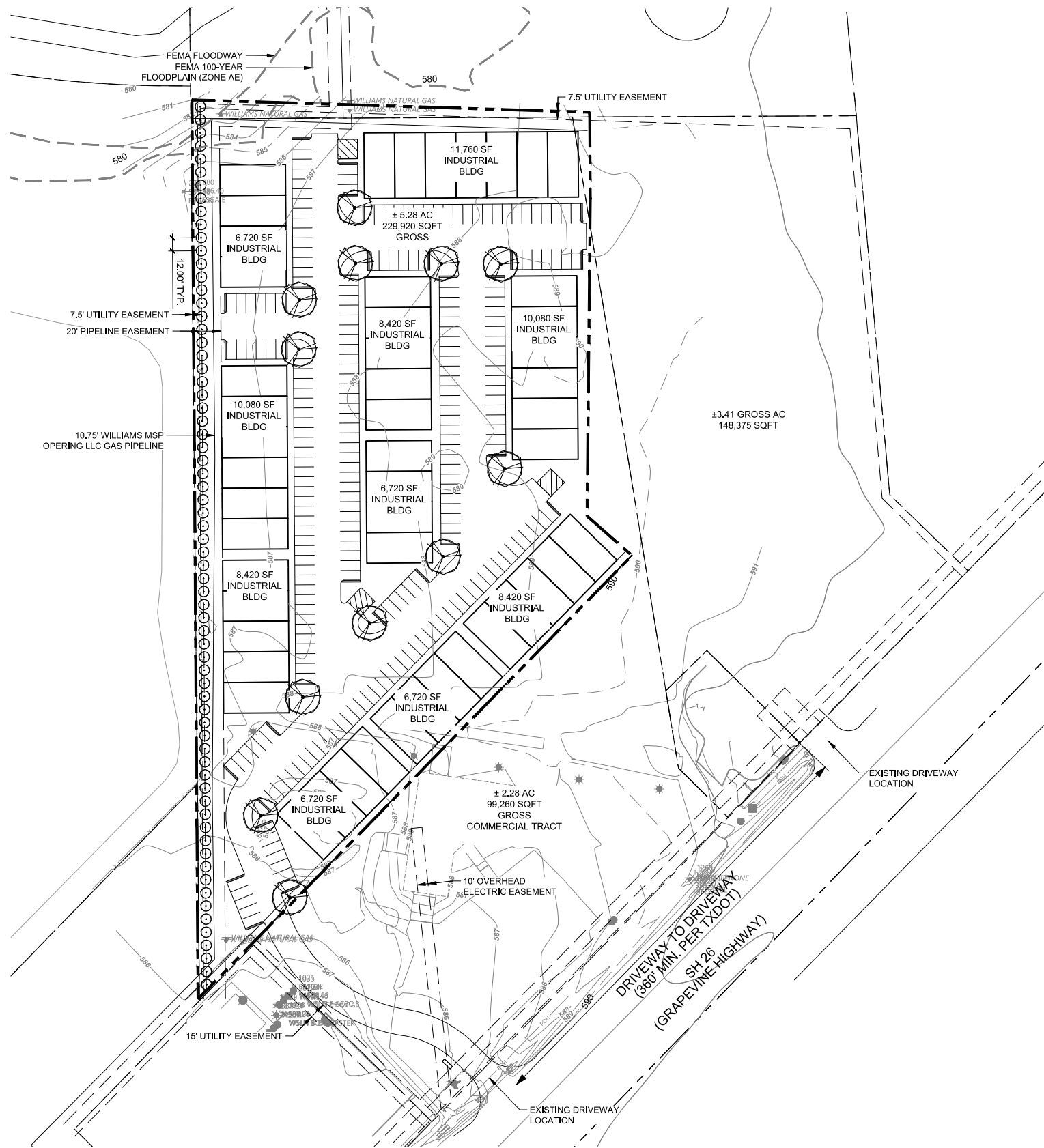
1. Alter the basic relationship of the proposed uses to adjacent uses;
2. Change the uses approved;
3. Increase approved densities, height, site coverage, or floor areas;
4. Decrease on-site parking requirements;
5. Reduce minimum yards or setbacks; or
6. Change traffic patterns.



LAND USE SUMMARY	
TOTAL BUILDING SF	84,000
TOTAL PARKING	240
PARKING RATIO	350

**CONCEPTUAL. NOT FOR PERMITTING.**

- NOTES:**
1. ALL REFUSE CONTAINER LOCATIONS AND SCREENING WALLS SHALL COMPLY WITH SECTION 118-874 OF THE NORTH RICHLAND HILLS ZONING ORDINANCE.



**LANDSCAPE REQUIREMENTS TABLE - NORTH RICHLAND HILLS**

**SITE AREA: 229,919 SF (5.28 ACRES)**  
**ZONING: PD (Industrial-1)**

LANDSCAPE AREA	REQUIRED	PROVIDED
LANDSCAPE AREA MUST MEET MINIMUM 15% OF TOTAL SITE AREA : (229,919 SF X 15% = 34,488 SF)	34,488 SF (15%)	43,150 SF (18.7%)
<b>BUFFER REQUIREMENTS</b>	<b>REQUIRED</b>	<b>PROVIDED</b>
WESTERN BORDER WITH MULTIFAMILY COMPLEX (PD-24) :		
1 LARGE TREE / 30 LF (823 LF / 30 = 28 TREES)	28 TREES	8' EVERGREEN HEDGE
40% EVERGREEN (28 TREES X 40%)	12 EVERGREENS	100% EVERGREENS
6'-8" MASONRY FENCE CONTINUOUS ALONG 823 LF BORDER	YES	EXISTING FENCE
<b>PARKING REQUIREMENTS</b>	<b>REQUIRED</b>	<b>PROVIDED</b>
PARKING LOT TREES :		
1 LARGE TREE / 20 SPACES (240 SPACES / 20) = 12 TREES	12 TREES	12 TREES
PARKING LANDSCAPE AREA :		
5% OF PARKING AREA (80,515 SF X 5%) =	4,026 SF (5%)	6,800 SF (8.4%)

**PLANT SCHEDULE**

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE
<b>TREES</b>			
	CT	CANOPY TREE	3" CAL/ CONT.
<b>SHRUBS</b>			
	S	45 GALLON SCREENING SHRUB	45 GAL.

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:  
 TEXAS 811 1-800-344-8377  
 ATMOS GAS 972-881-4161  
 TXU ELECTRIC DELIVERY 1-800-711-9112  
 CITY OF \_\_\_\_\_ XXXX-XXX-XXXX  
 WATER DEPT. XXX-XXX-XXXX

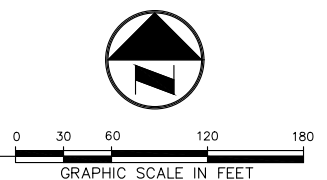
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.

**BENCHMARKS**

BM #1 -  
 ELEVATION = XXX.XX'  
 BM #2 -  
 ELEVATION = XXX.XX'



**1 PLANTING EXHIBIT**  
 1" = 60'-0"



**CONCEPTUAL. NOT FOR PERMITTING.**

NO.		DATE	REVISION			
<b>Westwood</b>		4060 BRYANT IRVIN ROAD FORT WORTH, TX 76109 T: 817.412.7155		westwoodps.com		
<b>NRH FLEXTech</b>						
FLEXTech, NRH, INDUSTRIAL PD (I-1)						
<b>LANDSCAPE EXHIBIT</b>						
NORTH RICHLAND HILLS, TARRANT COUNTY, TEXAS						
DESIGN	DRAWN	REVIEWER	SCALE	DATE	FILE	SHEET No.
CJT	PEW	CJT		MAY 2026		<b>EX-1</b>

204

NRH FLEXTech

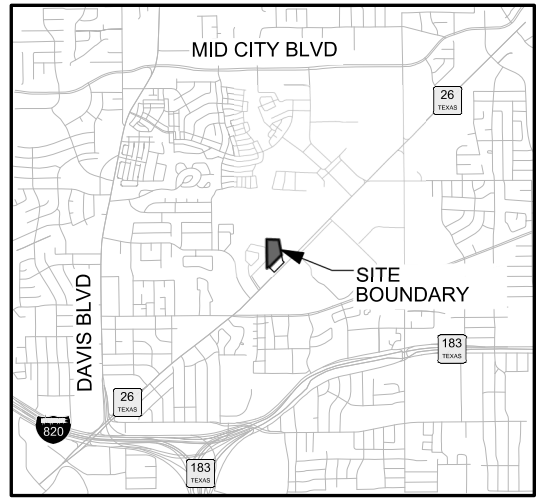
TBPELS. ENGINEERING FIRM NO. 11756  
 TBPELS. SURVEYING FIRM NO. 10074301



CONCEPTUAL. NOT  
FOR PERMITTING.



VICINITY MAP



LAND USE SUMMARY	
TOTAL BUILDING SF	84,000
TOTAL PARKING	242
PARKING RATIO	347.1

NOTES: ALL BUILDINGS TO BE SERVED WITH 2" DOMESTIC WATER, 6" FIRE SPRINKLER WATER SERVICE AND 6" SANITARY SEWER SERVICE.

FEMA 100-YEAR FLOODPLAIN (ZONE AE)

FEMA FLOODWAY

DRAINAGE EASEMENT

7.5' UTILITY EASMENT

7.5' UTILITY EASMENT  
20' PIPELINE EASMENT

10.75" WILLIAMS MLP OPERATING LLC GAS PIPELINE

11,760 SF INDUSTRIAL BLDG  
196'

6,720 SF INDUSTRIAL BLDG  
112'

8,400 SF INDUSTRIAL BLDG  
140'

10,080 SF INDUSTRIAL BLDG  
168'

10,080 SF INDUSTRIAL BLDG  
168'

8,400 SF INDUSTRIAL BLDG  
140'

6,720 SF INDUSTRIAL BLDG  
112'

8,400 SF INDUSTRIAL BLDG  
140'

6,720 SF INDUSTRIAL BLDG  
112'

10' OVERHEAD ELECTRIC EASMENT

10' FRONT YARD SETBACK

EXISTING DRIVEWAY LOCATION

EXISTING SANITARY SEWER  
EXISTING WATER MAIN

15' UTILITY EASMENT

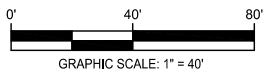
24' DRIVE AISLE

EXISTING DRIVEWAY LOCATION

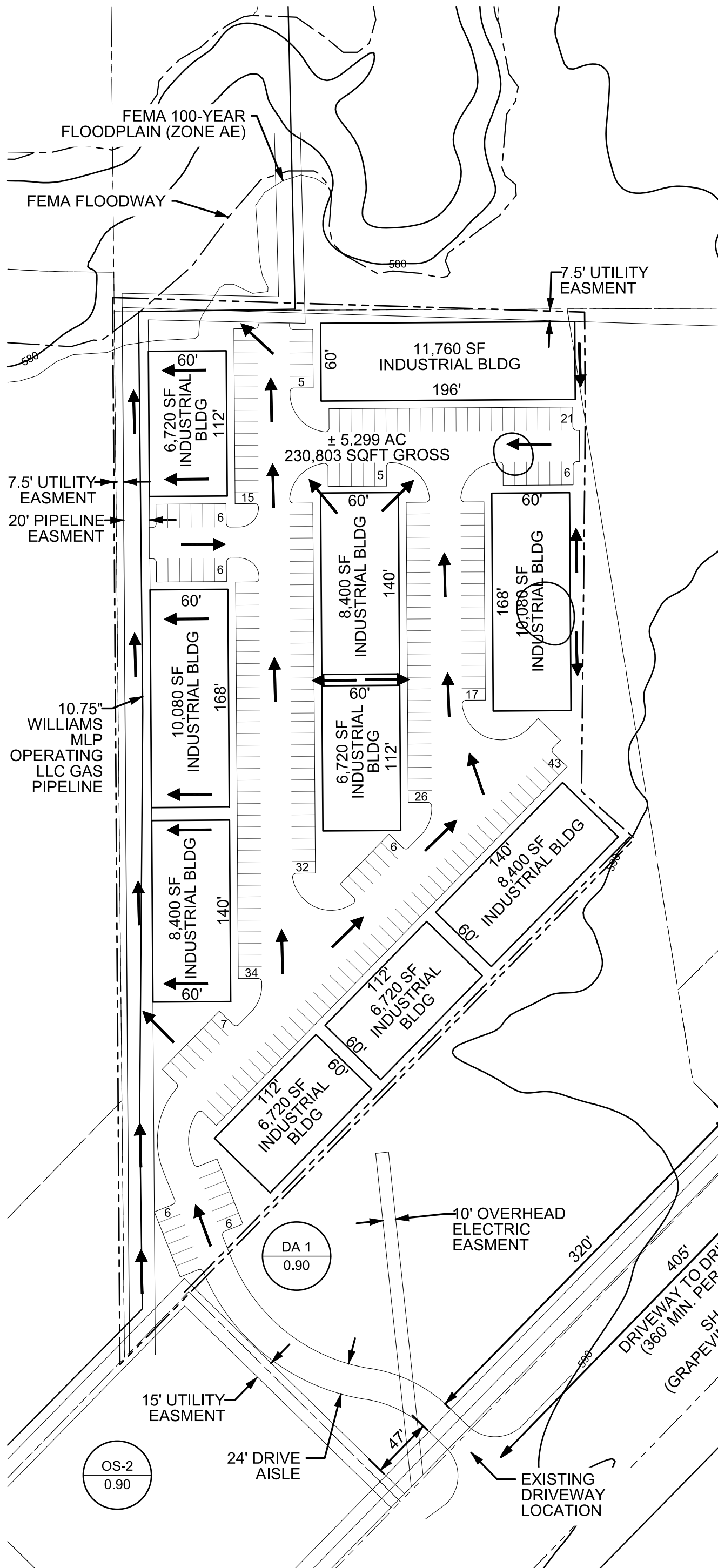
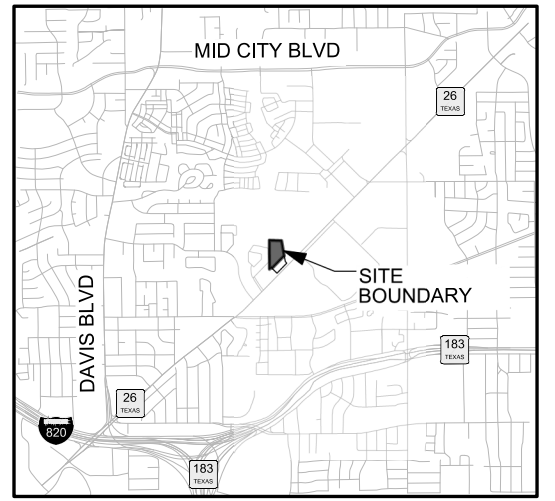
PROP MONUMENT SIGN

DRIVEWAY TO DRIVEWAY (360' MIN. PER TxDOT)  
SH 26 (GRAPEVINE HIGHWAY)

CONCEPTUAL. NOT FOR PERMITTING.



VICINITY MAP



LAND USE SUMMARY	
TOTAL BUILDING SF	84,000
TOTAL PARKING	242
PARKING RATIO	347.1

NOTES:

1. DRAINAGE TO BE ROUTED THROUGH A DISSIPATOR DEVICE PRIOR TO ENTERING THE FLOODPLAIN AND/OR FLOODWAY
2. SITE TO SHEET FLOW AS FAR AS POSSIBLE AND BE COLLECTED INTO INLET SYSTEM DISCHARGING INTO THE FLOODPLAIN ONSITE.

EXISTING DRIVEWAY LOCATION

10' OVERHEAD ELECTRIC EASEMENT

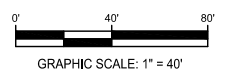
405'  
DRIVEWAY TO DRIVEWAY  
(360' MIN. PER TXDOT)  
SH 26  
(GRAPEVINE HIGHWAY)

15' UTILITY EASEMENT

24' DRIVE AISLE

EXISTING DRIVEWAY LOCATION

CONCEPTUAL. NOT FOR PERMITTING.



**MINUTES OF THE WORK SESSION AND REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION OF THE  
CITY OF NORTH RICHLAND HILLS, TEXAS  
HELD IN THE CITY HALL, 4301 CITY POINT DRIVE  
MAY 21, 2026**

**C.3 ZC26-0163 PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM WESTWOOD PROFESSIONAL SERVICES FOR A ZONING CHANGE FROM OC (OUTDOOR COMMERCIAL) TO NR-PD (NONRESIDENTIAL PLANNED DEVELOPMENT) AT 8613 BOULEVARD 26, BEING 5.335 ACRES DESCRIBED AS A PORTION OF LOT 3R3R, BLOCK 2, WALKER BRANCH ADDITION.**

**DENIED**

*Commissioner Pekurney returned to the dais at 8:19 PM.*

Chair Stamps introduced the item, opened the public hearing, and called for Planning Director Cori Reaume to introduce the request. Ms. Reaume introduced the request.

Chair Stamps called for the applicant to present the request.

Timothy Lucas, representing Westwood Professional Services, 12332 Dogwood Springs Drive, Fort Worth; and Jason Fox, 13417 Meadow Cross Drive, Aledo; and Seth Mullins, representing FlexPointe Ventures, 8321 Saddlebrook Drive, North Richland Hills, presented the request.

Chair Stamps and the applicants discussed the project plan and property boundaries.

Commissioner Welborn and the applicants discussed other projects completed by the company.

Chair Stamps called for Ms. Reaume to present the staff report. Ms. Reaume presented the staff report.

Chair Stamps called for anyone wishing to speak for or against the request to come forward.

The following individuals spoke during the public hearing: Robert Gomez, 7714 Sable Lane, North Richland Hills.

Chair Stamps called for anyone wishing to speak for or against the request to come forward. There being no one else wishing to speak, Chair Stamps closed the public hearing.

Commissioner Narayana and Ms. Reaume discussed the requested parking requirements for the project.

Vice Chair Carpenter and Ms. Reaume discussed the intent of the nonresidential planned development.

Chair Stamps and Ms. Reaume discussed the existing development around the site and letter of opposition received from an adjacent property owner.

Commissioner Welborn and Ms. Reaume discussed prior interest in developing the site.

Commissioner Narayana and Ms. Reaume discussed flex-industrial occupancy rates.

Chair Stamps and applicants discussed the anticipated tenants for the buildings, the project scope, and architectural design of the buildings.

Commissioner Narayana and the applicants discussed the architectural design of the buildings, and the lack of other industrial and commercial land uses in the area.

Alternate Kerby and the applicants discussed the scope of moving and storage companies proposed for the project.

Chair Stamps and the applicants discussed the fragmented nature of the adjacent properties and likely tenants for the project.

Vice Chair Carpenter and the applicants discussed the proposed business types for the project.

Alternate Kerby and the applicants discussed similar development concepts in the metro area.

Commissioner Welborn stated the proposed development and types of uses are not compatible with existing uses in the area.

Alternate Whittaker stated the proposed development is not the highest and best use

for the property.

Commissioner Pekurney stated the timing of the project and proposed type of development is not compatible with the surrounding area.

Vice Chair Carpenter stated the proposed development does not align with the land use plan.

Commissioner Narayana stated that the proposed development is inconsistent with the land use plan and incompatible with the area.

Commissioner Epperley stated the land has been vacant for decades and the timing of the project is appropriate.

Alternate Kerby stated the proposed use and timing of the project is appropriate.

**A MOTION WAS MADE BY COMMISSIONER WELBORN, SECONDED BY COMMISSIONER CARPENTER TO DENY ZC26-0163. MOTION TO DENY CARRIED 4-3, WITH COMMISSIONERS WELBORN, CARPENTER, NARAYANA, AND PEKURNEY VOTING FOR THE MOTION, AND COMMISSIONERS EPPERLEY AND STAMPS, AND ALTERNATE KERBY VOTING AGAINST THE MOTION.**

# CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Presentation by the 2025 Capital Program Advisory Committee (CPAC) on Recommendations for the 2026 Bond Election  
**PRESENTER:** Tito Rodriguez, CPAC Chair; Richard Davis, CPAC Vice Chair

## **SUMMARY**

This memo provides an overview of the 2025 Capital Program Advisory Committee's upcoming presentation to the City Council regarding the committee's recommended projects for inclusion in the 2026 Bond Election. The Chair and Vice Chair will outline the committee's process, review their findings, and present their recommendations for four proposed bond propositions for Council consideration.

## **GENERAL DESCRIPTION**

During the June 22, 2026, formal City Council meeting, the Chair and Vice Chair of the 2025 Capital Program Advisory Committee (CPAC) will present the committee's formal recommendations for proposed projects to be included in the 2026 Bond Election. CPAC Chair Tito Rodriguez and Vice Chair Richard Davis will present the recommendations directly to the City Council, reflecting the City Council's commitment to transparency and a resident-driven planning process.

The CPAC was appointed by the City Council on June 23, 2025, and consisted of 31 community members representing a broad range of neighborhoods, industries, and civic interests. Between August 2025 and May 2026, the committee held 15 publicly posted meetings across multiple city facilities, all recorded and available to the public. These meetings were designed to provide committee members with detailed operational insights, data analysis, long-range financial forecasts, and hands-on facility tours.

Throughout their work, the committee engaged in a comprehensive and transparent evaluation process that included reviewing pavement condition data, facility assessments, and surveys. They also devoted significant time to financial and debt planning by studying tax rate impacts, projected inflation, soft costs, long-term debt schedules, and alternative funding strategies to understand how each project would affect the city's financial position over the next decade. Their meetings encouraged open discussion among committee members and included opportunities for public participation

during posted sessions. The committee also used periodic surveys of its members to help refine project priorities and ensure alignment with community expectations.

This extensive, data-driven approach allowed the committee to evaluate both operational needs and long-term service impacts while ensuring that recommendations were grounded in community values and fiscal responsibility.

## **CPAC PROJECT RECOMMENDATIONS**

The 2025 Capital Program Advisory Committee's recommended projects for inclusion in the 2026 Bond Election and for Council consideration are summarized below.

- **Proposition A Summary**– Fire Station Rebuilds (\$26,300,000). Reconstruction of Fire Stations 2 and 3 to replace aging facilities and modernize firefighter health, safety, and operational capabilities.
- **Proposition B Summary** – Street Improvements (\$84,260,000). Rehabilitation and reconstruction of up to 50 identified residential and major streets based on pavement condition and infrastructure needs.
- **Proposition C Summary** – NRH City Services Complex (\$24,700,000). Rebuild and expansion of the City Services Complex to consolidate Parks, Public Works, and Fleet operations into a more efficient and functional centralized facility.
- **Proposition D Summary** – Library Improvements (\$10,710,000). Expansion of the Library's community room and interior modifications to accommodate growing program attendance and community use.

## **FINANCIAL OVERVIEW**

The recommended bond program is structured over a 10-year timeline, with debt issuances planned annually from FY2028 through FY2037. Modeling provided to the committee anticipates an approximate 2.5-cent increase to the Interest and Sinking (I&S) tax rate. The rate is projected to remain stable through FY2037 before gradually decreasing.

## **ALTERNATIVELY FUNDED PROJECTS**

In addition to the bond-funded propositions, the committee also identified several Library projects suitable for funding through alternative funding sources such as existing City reserves or Certificates of Obligation rather than a bond election. These include the Library Circulation Room Expansion, the separation of the adult and children's collections, and needed elevator improvements, at a combined estimated cost of \$3,775,000.

**RECOMMENDATION:**

Receive the recommendations of the Capital Program Advisory Committee (CPAC) for the 2026 Bond Election as presented.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026

**SUBJECT:** Consider Resolution No. 2026-039, approving and authorizing publication of Notice of Intention to Issue Certificates of Obligation in an amount not to exceed \$3,000,000; and providing an effective date.

**PRESENTER:** Stephen Barnes, Director of Finance

**SUMMARY:**

City Council is requested to consider Resolution No. 2026-039, approving and authorizing the publication of notice of intention to issue certificates of obligation in an amount not to exceed \$3,000,000 for a Fire Engine and an Ambulance Replacement. This debt issuance does not require an increase to the tax rate.

**GENERAL DESCRIPTION:**

As part of the legal requirements for the planned issuance of certificates of obligation, the City Council must authorize the City Secretary to publish, in a newspaper of general circulation and continuously on the City’s website, the notice of intent of the City to issue Certificates of Obligation in an amount not to exceed \$3,000,000. The proposed sale will occur on August 24, 2026.

The notice of intent to issue certificates of obligation must be published once a week for two consecutive weeks. The first publication date must be at least forty-six (46) days prior to the date set for Council’s vote on the ordinance authorizing the issuance of the certificates of obligation. The notice must also be posted continuously on the City’s website for at least forty-five (45) days prior to Council’s vote. The notice is attached to the resolution and labeled Exhibit A.

A copy of the projected schedule of events has been attached to this item as Attachment 1. Highlights of the proposed calendar for the sale is as follows:

- June 29 (or earlier)                      City to publish 1<sup>st</sup> Notice of Intent in Commercial Recorder
- July 6 (exactly 7 days later)            City to publish 2<sup>nd</sup> Notice of Intent in Commercial Recorder
- July 20 (week of)                          Rating Agency Calls
- August 5                                      Receive Credit Ratings
- August 24                                    City Council Adopts Ordinance and Approves Sale
- September 22                              Closing and Delivery of Funds to the City



The bond principal amount that will be used to fund the recommended projects will not exceed \$3,000,000. Current market conditions indicate that the bond will sell at a premium and that enough proceeds will be received to cover the projects and an estimated \$75,000 in issuance cost. The premium does not increase the principal amount the City must repay. The City will still only repay a principal amount not to exceed \$3,000,000.

The 2026 CO funded projects and estimated issuance cost are as follows:

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
<b>Sub-Total</b>				<b>\$3,000,000</b>
Est. Issuance Cost				\$75,000
<b>Total</b>				<b>\$3,075,000</b>

Based on current market conditions, staff is also recommending the refinancing of certain outstanding General Obligation bonds to generate savings and increase future debt capacity. Subject to prevailing market conditions, the refunding bonds will be sold on August 24 and City Council will approve the final terms during the August 24 City Council meeting.

**RECOMMENDATION:**

Approve Resolution No. 2026-039, approving and authorizing publication of Notice of Intention to Issue Certificates of Obligation in an amount not to exceed \$3,000,000.

**RESOLUTION NO. 2026-039**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of North Richland Hills, Texas (the "City"), has determined that certificates of obligation should be issued, in one or more series, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended (the "Act"), 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 (collectively such purposes are referred to herein as the "Project"); and

**WHEREAS,** prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act;

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

**SECTION 1.** The City Secretary or the Assistant City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue certificates of obligation, in one or more series, in a principal amount not to exceed \$3,000,000, for the purpose of paying contractual obligations to be incurred for the Project; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this Resolution for all purposes.

**SECTION 2.** The City Secretary or the Assistant City Secretary shall cause the aforesaid notice to be published (i) in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

**SECTION 3.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 4.** 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.

*[Remainder of page intentionally left blank]*

**PASSED AND APPROVED** on this 22<sup>nd</sup> day of June, 2026.

**CITY OF NORTH RICHLAND HILLS**

By: \_\_\_\_\_  
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:**

\_\_\_\_\_  
Stephen Barnes, Finance Director

## EXHIBIT A

### NOTICE OF INTENTION TO ISSUE CITY OF NORTH RICHLAND HILLS, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2026

TAKE NOTICE that the City Council of the City of North Richland Hills, Texas, shall convene at 7:00 o'clock P.M. on the 24<sup>th</sup> day of August, 2026, at the City Hall, 4301 City Point Drive, North Richland Hills, Texas, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation, in one or more series, in an 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; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$109,200,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$135,944,134; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$3,624,396; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is February 15, 2036. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Alicia Richardson, City Secretary  
City of North Richland Hills, Texas



## City of North Richland Hills, Texas

### Combination Tax & Revenue Certificates of Obligation, Series 2026 General Obligation Refunding Bonds, Series 2026

#### Projected Schedule of Events

Jun-26						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Jul-26						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Aug-26						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Sep-26						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Complete By	Day	Event
22-Jun-26	Monday	<b>City Council authorizes publication of Notice of Intent for COs</b>
29-Jun-26	Monday	First publication of Notice of Intent no later than July 9th Initial Draft of Preliminary Official Statement distributed to City and to Bond Counsel for review
TBD	TBD	2nd Notice of Intent published (exactly 7 days after publication of first notice)
6-Jul-26	Monday	Receive initial comments to Preliminary Official Statement
8-Jul-26	Wednesday	Distribute revised draft Preliminary Official Statement and Notices of Sale to City and Bond Counsel Distribute draft Preliminary Official Statement to Rating Agencies
20-Jul-26	Week of	Rating Agency Conference Calls
24-Jul-26	Friday	Receive 2nd Round of comments on Preliminary Official Statement and Notices of Sale
29-Jul-26	Wednesday	Distribute revised draft Preliminary Official Statement and Notices of Sale for additional comments
5-Aug-26	Wednesday	Receive ratings, information and comments to Preliminary Official Statement and Notices of Sale from City and Bond Counsel
10-Aug-26	Monday	Distribute updated Preliminary Official Statement and Notices of Sale for sign off
13-Aug-26	Thursday	Receive sign off on Preliminary Official Statement and Distribute Official Statement and Notices of Sale Electronically through i-Deal Prospectus
24-Aug-26	Monday	<b>Sale of Obligations: City Council adopts Ordinances and approves sales</b>
22-Sep-26	Tuesday	Closing and Delivery of Funds to the City



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Approve Resolution No. 2026-040, continuing participation in Tarrant County's HOME Investment Partnership Program.  
**PRESENTER:** Kristin James, Assistant Director of Neighborhood Services

### **SUMMARY:**

The HOME Program was established under the National Affordable Housing Act of 1990 (NAHA) to provide decent, affordable housing for low-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to address housing needs, and leverage private-sector participation.

The City participates in the program through Tarrant County, which administers HOME Program funds for North Richland Hills. Participation requires the City to provide a 25% local match each year. Staff recommend allocating \$36,000 to satisfy the City's match requirement for FY 2027.

### **GENERAL DESCRIPTION:**

The HOME Program was established under the National Affordable Housing Act of 1990 (NAHA) to provide decent, affordable housing for low-income households, expand the capacity of nonprofit housing providers, strengthen the ability of state and local governments to address housing needs, and encourage private-sector participation.

The HOME Investment Partnerships Program requires participating municipalities to provide matching funds equal to 25% of the federal grant amount, a reduction from the previous 30% match requirement. To participate in the program, the City must adopt a resolution specifying the amount of matching funds to be allocated.

The reduction in the match requirement allows the City to leverage additional federal funding while maintaining the same local match commitment of \$36,000 that has been budgeted in previous years. As a result, the City can request \$144,000 in HOME funds for Program Year 2026-27, an increase from the \$120,000 requested in prior years.

The HOME Program for North Richland Hills is administered by Tarrant County. According to Tarrant County, the average cost of a HOME-funded project is approximately \$35,000. Approval of this resolution will authorize the City to apply for \$144,000 in HOME funds and allocate the required \$36,000 local match, providing a total



of \$180,000 for housing rehabilitation projects. Based on current project costs, this funding could support improvements to approximately five homes within the city.

Matching funds in an amount of \$36,000 were included in the FY 2026 Adopted Budget and will be included in the proposed budget for FY 2027.

**RECOMMENDATION:**

Approve Resolution No. 2026-040.

**RESOLUTION NO. 2026-040**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING CONTINUED PARTICIPATION AND AGREEING TO MEET ALL MATCH CONTRIBUTION REQUIREMENTS FOR THE EXPENDITURES UNDER THE TARRANT COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM FOR PROGRAM YEAR 2026-2027.**

**WHEREAS**, the HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) and is intended to provide decent affordable housing to lower-income households; expand the capacity of nonprofit housing providers; strengthen the ability of state and local government to provide housing, and leverage private-sector participation; and

**WHEREAS**, Tarrant County is a Participating Jurisdiction under the HOME Investment Partnerships Program in accordance with Code of Federal Regulations 24 CFR §92.105; and

**WHEREAS**, the City of North Richland Hills is a member of the Tarrant County Urban County Community Development/HOME Consortium and is eligible to participate in the HOME program; and

**WHEREAS**, the City of North Richland Hills has requested \$144,000 in HOME funding to be expended on HOME eligible activities within the city's jurisdiction and has agreed to provide a 25% matching contribution for all HOME funds expended within the City of North Richland Hills, in accordance with the Code of Federal Regulations 24 CFR §92.218; 24 CFR §92.219; and 24 CFR §92.220.

**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 of North Richland Hills does hereby agree to commit \$36,000 in matching contribution to affordable housing for all activities undertaken in North Richland Hills through the HOME program for the 2026-2027 program year.

**SECTION 3.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 4.** 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** this the 22nd day of June, 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

## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Consider Resolution No. 2026-041, authorizing the submission of the application and acceptance of allocated funds if awarded for the United States Tennis Association 2026 Tennis Venue Services Grant for Richland Tennis Center.

**PRESENTER:** Adrien Pekurney, Director of Parks and Recreation

**SUMMARY:**

The 2026 Tennis Venue Services Grant program, supported by the United States Tennis Association, provides funding to support public tennis facilities. This funding is offered for improvements, upgrades, and maintenance. The USTA application would be submitted for Category III, Lighting Installation of new or upgrades to existing tennis court lighting systems and fixtures. USTA grant consideration requires a certain category of lighting. If awarded, grant funds would provide up to 50% of the project total cost with a maximum of \$60,000. Staff will also be seeking additional donation funding up to \$25,000 from the Greater Fort Worth Tennis Association which has expressed interest in assisting with the project. This resolution represents the formal application process for the USTA 2026 Tennis Venue Services Grant.

**GENERAL DESCRIPTION:**

The Parks and Recreation Department is seeking authorization to apply for and utilize grant funds, if awarded by the United States Tennis Association. The grant would offer partial funding for an upgrade from metal halide fixtures to LED fixtures on 15 of the 16 courts at the Richland Tennis Center. This project will offer more uniform lighting without degradation throughout the playing surface. In addition, LED lighting offers low maintenance and a more energy-efficient solution.

The City's FY26 budget already includes \$189,000 allocated for the Richland Tennis Center lighting conversion. Because the current 1997 system has reached the end of its lifespan and parts are no longer available, the project will move forward regardless of whether we receive the grant. Depending on the outcome of our applications, we will proceed with one of two scenarios:

- Scenario A (Grants Approved): If we secure the \$60,000 USTA grant and the \$25,000 Greater Fort Worth Tennis Association donation, we will install premium, tournament-grade Class III lighting. The total project value will be \$189,000, but reimbursements will drop the City's actual out-of-pocket obligation to \$104,000.

- Scenario B (Grants Denied): If external funding is not approved, we will immediately pivot to a modified project. We will still replace the aging system, but we will downgrade the fixtures to standard Class 4 lighting to save money. The total cost will be \$125,000, funded entirely by the City.

Applying for the grant gives the City a win-win scenario. If successful, we get a superior, higher-tier lighting system while saving taxpayers \$21,000 compared to the modified backup plan. If unsuccessful, the project is still fully budgeted and will proceed in a modified format to ensure facility safety and continuity.

**RECOMMENDATION:**

Approve Resolution No. 2026-041, authorizing the submission of the application and acceptance of allocated funds if awarded for the United States Tennis Association 2026 Tennis Venue Services Grant for Richland Tennis Center.

**RESOLUTION NO. 2026-041**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE UNITED STATES TENNIS ASSOCIATION 2026 TENNIS VENUE SERVICES GRANT FOR THE RICHLAND TENNIS CENTER FOR LED COURT LIGHT CONVERSION EFFECTIVE JUNE 23, 2026.**

**WHEREAS,** the City of North Richland Hills, Texas possesses legal authority to apply and make appointments for the conduct of business relative to the United States Tennis Association 2026 Tennis Venue Services Grant for the Richland Tennis Center; and

**WHEREAS,** the City of North Richland Hills, Texas finds it in the best interest of the citizens of North Richland Hills that we request the funds available under this Program to support in the Richland Tennis Center court lighting conversion to LED fixtures and bulbs within 15 of 16 courts located at the Richland Tennis Center, 7111 NE Loop 820, North Richland Hills, TX 76180.

**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 United States Tennis Association 2025 Tennis Venue Services Grant for the Richland Tennis Center LED Court Light fixture and bulb conversion effective June 23, 2026.

**SECTION 3.** If awarded, USTA grant funds would provide up to 50% of the project total cost up to \$60,000 and the city agrees to provide the remaining costs of the total project for the required match funding. The potential grant would come in the form of reimbursements from the USTA Grant in the amount of up to \$60,000.

**SECTION 4.** The City Council of the City of North Richland Hills designates Adrien Pekurney, Director of Parks and Recreation, 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 5.** The City Council of the City of North Richland Hills agrees that the loss or misuse of USTA funds or failure to comply with all USTA award requirements may result in suspension or termination of award funds, the repayment of award funds, and/or other remedies available by law.

**SECTION 6.** All resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

**SECTION 7.** That 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 22th day of June, 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:**

\_\_\_\_\_  
Adrien Pekurney, Director of Parks and Recreation



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** June 22, 2026

**SUBJECT:** Approve Resolution No. 2026-042, appointing members to various boards, commissions, and committees.

**PRESENTER:** Alicia Richardson, City Secretary/Chief Governance Officer

### **SUMMARY:**

To consider the recommendations of Mayor McCarty and Council members Goetz, Blake, Mitchell, Parks, and Deupree to serve on various boards, commissions, and committees (the “Boards”).

### **GENERAL DESCRIPTION:**

In accordance with city charter and city ordinances, Council members nominate a member of the public to serve in their corresponding place on each Board. The nominations are subject to majority approval of City Council.

Prior to November 2025, appointments were made annually and coincided with elected officials’ term of office (two years). Places 1, 3, 5, and 7 were appointed in odd-numbered years and Places 2, 4, 6 and mayoral appointments in even-numbered years.

A charter amendment election was held on November 4, 2025, and North Richland Hills voters approved a proposition extending the term of office for elected officials from two to three years. The North Richland Hills voters also approved a proposition that aligned the terms of office for Planning and Zoning Commission members with elected officials.

Subsequently, City Council approved Ordinance No. 3957, aligning the following Board members’ term of office with elected officials.

Keep NRH Beautiful Commission	Library Board
Teen Court Advisory Board	Parks and Recreation Board
Construction Code Appeals Board	



The term of office for the remaining NRH Boards are either governed by state law, charter, or ordinance.

Animal Adoption and Rescue Center Advisory Committee	Civil Service Commission
Economic Development Advisory Committee	Park and Recreation Facilities Development Corporation
Substandard Building Board	Zoning Board of Adjustment

There are several Boards with unique membership requirements. These Boards include the Animal Adoption and Rescue Center Advisory Committee, Civil Service Commission, Construction Code of Appeals Board, Economic Development Advisory Committee, Gas Board of Appeals, Park and Recreation Facilities Development Corporation, and Youth Advisory Committee.

City Council was provided with a listing of their current appointees, attendance report, and applications on file with the city. Mayor McCarty and Council members Goetz, Blake, and Mitchell submitted the nominees below for consideration by City Council.

The recommendations also include those submitted by Council members Parks and Deupree for vacancies and city staff. In addition to the names provided below, City Council may present nominees at the meeting.

**KEEP NORTH RICHLAND HILLS BEAUTIFUL COMMISSION**

Name	Place	Term Expires	Nominated by
Kathleen Kaiser	Place 2	June 30, 2029	Council member Goetz
Mark Seay	Place 4	June 30, 2029	Council member Blake
Kathy Luppy	Place 6	June 30, 2029	Council member Mitchell
Nancy Cardone (unexpired term)	Place 7	June 30, 2027	Council member Deupree
(name provided at the meeting)	Alternate	June 30, 2029	Mayor McCarty

**LIBRARY BOARD**

Name	Place	Term Expires	Nominated by
Robert Breneman	Place 2	June 30, 2029	Council member Goetz
Tyler Chambers	Place 4	June 30, 2029	Council member Blake
William "Bill" Whitsett (unexpired term)	Place 5	June 30, 2027	Council member Parks

Deborah Smith	Place 6	June 30, 2029	Council member Mitchell
Laura “Lo” Linford	Alternate	June 30, 2029	Mayor McCarty

**PARK AND RECREATION BOARD**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Terry Proffer	Place 2	June 30, 2029	Council member Goetz
Beth Hughes	Place 4	June 30, 2029	Council member Blake
Mel Delaney	Place 6	June 30, 2029	Council member Mitchell
Tom Dipaolo	Alternate	June 30, 2029	Mayor McCarty

**PLANNING & ZONING COMMISSION**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Thomas Kerby	Place 2	June 30, 2029	Council member Goetz
Cheryl Lyman	Place 4	June 30, 2029	Council member Blake
Suzy Compton	Place 6	June 30, 2029	Council member Mitchell
Aaron Harris	Alternate A	June 30, 2029	Mayor McCarty
Jacob Whittaker	Alternate B	June 30, 2029	Mayor McCarty

**SUBSTANDARD BUILDING BOARD**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Cheryl Emery	Place 2	June 30, 2028	Council member Goetz
Sarah Olvey	Place 4	June 30, 2028	Council member Blake
Brian Crowson	Place 6	June 30, 2028	Council member Mitchell
Kristian Chanin (unexpired term)	Place 7	June 30, 2027	Council member Deupree

**TEEN COURT ADVISORY BOARD**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Phyllis Scott	Place 2	June 30, 2029	Council member Goetz



Bambi Bach	Place 4	June 30, 2029	Council member Blake
Karen Russell	Place 6	June 30, 2029	Council member Mitchell

**ZONING BOARD OF ADJUSTMENT**

Name	Place	Term Expires	Nominated by
Tito Rodriguez	Alternate 2A	June 30, 2028	Council member Goetz
Clayton Comstock	Place 4	June 30, 2028	Council member Blake
Michelle Foster	Place 6	June 30, 2028	Council member Mitchell

The following Boards have unique membership requirements. As such, they do not coincide with City Council places.

**ANIMAL ADOPTION AND RESCUE CENTER ADVISORY COMMITTEE**

Chapter 14, Article II, North Richland Hills Code of Ordinances establishes the membership requirements as Licensed Veterinarian (Place 1), City Official (Place 2), Animal Control Shelter employee (Place 3), and Animal Welfare Organization representative (Place 4). Places 1 and 3 expire in odd-numbered years, and Places 2 and 4 expire in even-numbered years.

City staff recommends the reappointment of Mr. Cruz for a two-year term, expiring June 30, 2028.

The City Council will discuss and consider appointing a member from their membership to serve in Place 2. The position is currently held by Council member Delaney.

Name	Position	Term Expires
	City Council	June 30, 2028
Edward Cruz	Animal Welfare Organization	June 30, 2028



**CIVIL SERVICE COMMISSION**

City Charter, Article XVII establishes the membership of the Civil Service Commission. Members are appointed by the mayor and confirmed by a two-thirds (2/3) vote of the City Council.

Positions 2 and 4 shall be appointed from a list or lists of nominees provided to the mayor by employee associations. The terms for the commission are as follows: Positions 1 and 2, one year term; Positions 3 and 4; two-year term; and Position 5, three-year term. The positions of Alternate A and B are a two-year term.

Mayor McCarty recommends the following for appointment.

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Sally Bustamante	Position 1	June 30, 2027
September Daniel	Position 2 - Fire Association	June 30, 2027
Marvin Smith	Position 4 - Police Association	June 30, 2028
Renee Shiflet	Alternate A	June 30, 2028
Patrick Blauser	Alternate B	June 30, 2028

**ECONOMIC DEVELOPMENT ADVISORY COMMITTEE**

In 1998, City Council created the Economic Development Advisory Committee to provide business and employee input on policies, plans and strategies that promote quality of life and economic health in the city. Members consist of 10 leaders serving staggered two-year terms representing different spectrums of business.

There are five positions whose terms expire June 30, 2026. Staff recommends City Council appoint the following people.

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Darlisa Diltz	Business Development	June 30, 2028
Jay Redford	Office/Service	June 30, 2028
Mark Wood	Real Estate	June 30, 2028
Christina Mailloux	Retail	June 30, 2028
Stefanie Seybert	Manufacturing	June 30, 2028



**PARK AND RECREATION FACILITIES DEVELOPMENT CORPORATION**

The Articles of Incorporation and Bylaws establish membership for the Board of Directors, which includes the number, term, and classification. Places 1-4 shall be a member of the City Council and Places 5-7 are citizens who are not employees of the City or a member of City Council. Typically, City Council appoints members of the Parks and Recreation Board to Places 5-7. The Articles of Incorporation identify Places 1, 5, and 7 as being appointed in even-numbered years and Places 2, 3, 4 and 6 being appointed in odd-numbered years with a term of two years.

Pursuant to the Bylaws, the Mayor or Mayor Pro Tem shall be the Chairman of the Board.

The current Board of Directors includes:

- Place 1 – Russ Mitchell
- Place 2 – Cecille Delaney
- Place 3 – Danny Roberts
- Place 4 – Jack McCarty
- Place 5 – Tracye Lewis
- Place 6 – Thomas Osen
- Place 7 – Sean Nutt

City Council will discuss and recommend appointments of members to Places 1, 5, and 7.

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
	Place 1	June 30, 2028
	Place 5	June 30, 2028
	Place 7	June 30, 2028

**CAPITAL IMPROVEMENT PROJECTS COMMITTEE**

The North Richland Hills City Code of Ordinances provides for appointments to City Council committees. Pursuant to Article III, Division 1, Section 2-120, as amended by Ordinance No. 3840, the mayor shall appoint members to City Council committees, subject to final approval.

The current membership includes Council members Mitchell, Deupree and Mayor McCarty. There is one vacancy that was previously held by former Council member Suzy Compton.

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
	Member	June 30, 2028



	Member	June 30, 2028
	Member	June 30, 2028
	Alternate	June 30, 2028

**NAMING BOARD**

The Naming Board was established by Ordinance No. 2517, for the purpose of submitting recommendations to the City Council for the naming of city facilities to include parks, buildings, streets, and other publicly owned facilities. The membership of the board consists of three council members that serve a one-year term. The ordinance provides that the appointments are the recommendation of the mayor, subject to approval of the City Council.

Mayor McCarty recommends the following for appointment to the Naming Board.

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Cecille Delaney	Council	June 30, 2027
Billy Parks	Council	June 30, 2027
Russ Mitchell	Council	June 30, 2027

**RECOMMENDATION:**

Approve Resolution No. 2026-042, as presented and discussed.

**RESOLUTION NO. 2026-042**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES; ESTABLISHING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Council appoints members of the public to serve on various boards, commissions, and committees; and

**WHEREAS**, appointed members serve a three-year term, unless appointed to fulfill an unexpired term or where the terms of office for the respective board is either governed by state law, charter, or ordinance; and

**WHEREAS**, each member serves until their successor has been duly appointed and qualified; and

**WHEREAS**, the terms of office for the Construction Code Appeals Board, Keep North Richland Hills Beautiful Commission, Library Board, Parks and Recreation Board, and Teen Court Advisory Board align with the terms of elected officials; and

**WHEREAS**, the Mayor and Council members in Places 2, 4, and 6 have submitted their nominations for consideration by the City Council; and

**WHEREAS**, the below names include recommendations from Council members Parks and Deupree to fill various vacancies.

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

**SECTION 1.** The following members are hereby appointed by approval of a majority of the City Council to various boards, commission, and committees.

**ANIMAL ADOPTION AND RESCUE CENTER ADVISORY COMMITTEE**

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
	City Council	June 30, 2028
Edward Cruz	Animal Welfare Organization	June 30, 2028

**CAPITAL IMPROVEMENT PROJECTS COMMITTEE**

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
	Member	June 30, 2028
	Member	June 30, 2028
	Member	June 30, 2028
	Alternate	June 30, 2028

**CIVIL SERVICE COMMISSION**

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Sally Bustamante	Position 1	June 30, 2027
September Daniel	Position 2 - Fire Association	June 30, 2027
Marvin Smith	Position 4 - Police Association	June 30, 2028
Renee Shiflet	Alternate A	June 30, 2028
Patrick Blausner	Alternate B	June 30, 2028

**ECONOMIC DEVELOPMENT ADVISORY COMMITTEE**

<b>Name</b>	<b>Position</b>	<b>Term Expires</b>
Darlisa Diltz	Business Development	June 30, 2028
Jay Redford	Office/Service	June 30, 2028
Mark Wood	Real Estate	June 30, 2028
Christina Mailloux	Retail	June 30, 2028
Stefanie Seybert	Manufacturing	June 30, 2028

**KEEP NORTH RICHLAND HILLS BEAUTIFUL COMMISSION**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Kathleen Kaiser	Place 2	June 30, 2029	Council member Goetz
Mark Seay	Place 4	June 30, 2029	Council member Blake
Kathy Luppy	Place 6	June 30, 2029	Council member Mitchell
Nancy Cardone (unexpired term)	Place 7	June 30, 2027	Council member Deupree
	Alternate	June 30, 2029	Mayor McCarty

## LIBRARY BOARD

Name	Place	Term Expires	Nominated by
Robert Breneman	Place 2	June 30, 2029	Council member Goetz
Tyler Chambers	Place 4	June 30, 2029	Council member Blake
William "Bill" Whitsett (unexpired term)	Place 5	June 30, 2027	Council member Parks
Deborah Smith	Place 6	June 30, 2029	Council member Mitchell
Laura "Lo" Linford	Alternate	June 30, 2029	Mayor McCarty

## NAMING BOARD

Name	Position	Term Expires
Cecille Delaney	Council	June 30, 2027
Billy Parks	Council	June 30, 2027
Russ Mitchell	Council	June 30, 2027

## PARKS AND RECREATION BOARD

Name	Place	Term Expires	Nominated by
Terry Proffer	Place 2	June 30, 2029	Council member Goetz
Beth Hughes	Place 4	June 30, 2029	Council member Blake
Mel Delaney	Place 6	June 30, 2029	Council member Mitchell
Tom Dipaolo	Alternate	June 30, 2029	Mayor McCarty

## PARK AND RECREATION FACILITIES DEVELOPMENT CORPORATION

Name	Position	Term Expires
	Place 1	June 30, 2028
	Place 5	June 30, 2028
	Place 7	June 30, 2028

**PLANNING & ZONING COMMISSION**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Thomas Kerby	Place 2	June 30, 2029	Council member Goetz
Cheryl Lyman	Place 4	June 30, 2029	Council member Blake
Suzy Compton	Place 6	June 30, 2029	Council member Mitchell
Aaron Harris	Alternate A	June 30, 2029	Mayor McCarty
Jacob Whittaker	Alternate B	June 30, 2029	Mayor McCarty

**SUBSTANDARD BUILDING BOARD**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Cheryl Emery	Place 2	June 30, 2028	Council member Goetz
Sarah Olvey	Place 4	June 30, 2028	Council member Blake
Brian Crowson	Place 6	June 30, 2028	Council member Mitchell
Kristian Chanin (unexpired term)	Place 7	June 30, 2027	Council member Deupree

**TEEN COURT ADVISORY BOARD**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Phyllis Scott	Place 2	June 30, 2029	Council member Goetz
Bambi Bach	Place 4	June 30, 2029	Council member Blake
Karen Russell	Place 6	June 30, 2029	Council member Mitchell

**ZONING BOARD OF ADJUSTMENT**

<b>Name</b>	<b>Place</b>	<b>Term Expires</b>	<b>Nominated by</b>
Tito Rodriguez	Alternate 2A	June 30, 2028	Council member Goetz
Clayton Comstock	Place 4	June 30, 2028	Council member Blake
Michelle Foster	Place 6	June 30, 2028	Council member Mitchell

**PASSED AND APPROVED** this the 22nd day of June, 2026.

**CITY OF NORTH RICHLAND HILLS**

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Jack McCarty, Mayor

**ATTEST:**

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Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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Bradley A. Anderle, City Attorney



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** June 22, 2026  
**SUBJECT:** Announcements  
**PRESENTER:**

### **GENERAL DESCRIPTION:**

#### Announcements:

We'll be kicking off July and celebrating America's 250th Anniversary at the North Tarrant Chamber Family Fireworks on Wednesday, July 1. Make plans to join us! Festivities will begin at 5 p.m. with food trucks and entertainment, followed by a fantastic fireworks and drone show at 9:30 p.m. The event will be held in the BISD Plaza parking lot at 6351 Boulevard 26, with additional parking available at the Wiley G. Thomas Coliseum. Admission and parking are free. For more details, please visit our website.

City Hall and other non-emergency city offices will be closed on Friday, July 3rd. NRH2O Family Water Park, Iron Horse Golf Course and the NRH Centre will be open. Garbage and recycling schedules will not be impacted by the holiday.

A quick reminder that we've canceled our first meeting in July. The next City Council meeting will be on Monday, July 27.

#### Kudos Korner:

Every Council Meeting, we spotlight our employees for the great things they do. Tonight we recognize:

**Boe Blankenship in Public Works** – A resident emailed the city to commend Boe for addressing his concerns about a street construction project near his neighborhood. He said, "I would like to recognize Boe for outstanding service and let you know that he is representing the city in an exceptional way. He took time to meet with me at the site and listen to my concerns. His responsiveness and commitment to service are greatly appreciated."