



CITY OF NORTH RICHLAND HILLS  
CITY COUNCIL AGENDA  
4301 CITY POINT DRIVE  
NORTH RICHLAND HILLS, TX 76180  
TUESDAY, JANUARY 27, 2026

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*This meeting is being convened under Texas Government Code Sections 551.0411 and 551.045 due to a catastrophe (inclement weather) that prevented the City Council from convening the meeting as originally posted.*

*This meeting was originally posted for Monday, January 26, 2026 at 5:30pm, as indicated by the agenda that was posted at 5:21 p.m. on Tuesday, January 20, 2026; and, therefore, was properly posted under Section 551.041 of the Texas Government Code*

**WORK SESSION: 3:00 PM**

Held in the Council Workroom

1. [Discuss items from regular City Council meeting.](#)
2. [Welcome and introduction - city employee.](#)
3. [Discuss Purchasing Policy Updates](#)
4. [Discuss potential Town Hall Meetings subjects and dates for 2026](#)

**CALL TO ORDER**

**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:

- efficiency study RFPs
- short term rental registrations
- Spring arts event

## 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 the 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) Travis Scott Gray v. City of North Richland Hills, et al, Civil Action No. 4-25CV1276-09.
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.

## REGULAR MEETING: Immediately following executive session

Held in the City Hall Council Chambers

### A. CALL TO ORDER

#### A.1 INVOCATION - COUNCIL MEMBER ROBERTS

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A.2 PLEDGE - COUNCIL MEMBER ROBERTS

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 January 12, 2026 City Council meeting.

B.2 Consider approval of purchase of books from Brodart through a cooperative purchase through the Texas Comptroller of Public Accounts State Contract No. 715-M2 in the amount not to exceed the budgeted amount of \$170,000, with the option to renew the contract for up to two additional one-year terms.

B.3 Consider Resolution No. 2026-009, authorizing submission of the application and acceptance of allocated funds if awarded by the Texas State Library and Archives Commission Special Projects Grant through the Institute for Museum and Library Services Grants to States Program No. 45.310.

B.4 Consider Resolution No. 2026-011, adopting the 2025 Tarrant County Hazard Mitigation Action Plan.

C. PUBLIC HEARINGS

C.1 Conduct Public Hearing and consider Resolution No. 2026-010, adopting the 52nd Year Community Development Block Grant Program.

C.2 Ordinance No. 3943, Public hearing and consideration to close Colorado Boulevard to through traffic between Harwood Road and Boulevard 26.

D. PLANNING AND DEVELOPMENT

D.1 Consider Ordinance No. 3944 amending Chapter 18, Article XII, "Rental Housing", Sections 18-976 and 18-977 to extend the deadline to obtain

a Short-Term Rental Permit.

E. PUBLIC WORKS

F. CITIZENS PRESENTATION

An opportunity for citizens to address the City Council on matters which are not scheduled for consideration by the City Council or another City Board or Commission at a later date. In order to address the City Council during citizens presentation, a Public Meeting Appearance Form must be completed and presented to the City Secretary prior to the start of the City Council meeting.

G. GENERAL ITEMS

- G.1 Consider authorizing the City Manager to execute a second and final amendment to the City's contract with Republic Waste Services of Texas, LTD for solid waste and recycling services to extend the term of the contract for one year, to expire on January 31, 2029.
- G.2 Consider approving the First Amended NEFDA Interlocal Agreement, making DFW Airport a member to NEFDA, and authorizing the City Manager to execute same.

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

I. INFORMATION AND REPORTS - COUNCIL MEMBER BLAKE

- I.1 Announcements

J. ADJOURNMENT

Certification

This meeting is being convened under Texas Government Code Sections 551.0411 and 551.045 due to a catastrophe (inclement weather) that prevented the City Council from convening the meeting as originally posted.

This meeting was originally posted for Monday, January 26, 2026 at 5:30pm, as indicated by the public notice (agenda) that was posted at 5:21 p.m. on Tuesday, January 20, 2026; and, therefore, was properly posted under Section 551.041 of the Texas Government Code

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 Sections 551.0411 and 551.045 on Monday, January 26, at 12:00 p.m.

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Alicia Richardson  
City Secretary/Chief Governance Officer

**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:** January 26, 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:** January 26, 2026  
**SUBJECT:** Welcome and introduction - public official, public employee, or citizen.  
**PRESENTER:** Paulette A. Hartman, City Manager

**SUMMARY:**

Introduction of public official, public employee or citizen in attendance at the meeting.

**GENERAL DESCRIPTION:**

The purpose of this item is to provide City staff or City Council with the opportunity to recognize and introduce a public official, public employee or citizen in attendance at the meeting.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 26, 2026

**SUBJECT:** Discuss Purchasing Policy Updates

**PRESENTER:** Trudy J. Lewis, Assistant City Manager

**GENERAL DESCRIPTION:**

Staff will provide an overview of Purchasing Policy updates including state law changes.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** 1/26/2026  
**SUBJECT:** Discuss potential Town Hall meeting subjects and dates for 2026  
**PRESENTER:** Paulette Hartman, City Manager

**SUMMARY:**

The purpose of this item is to allow City Council an opportunity to direct city staff regarding town hall meetings for 2026. Members of the City Council can provide suggested topics for future town hall meetings, and we review potential dates for holding town hall meetings this year.

One suggestion that has already been made and will be discussed is to conduct a town hall meeting sometime in April to provide information to the community regarding the FIFA World Cup events, potential impact on our community, and preparations being made for the World Cup. We look forward to discussing other topics and dates with you.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 26, 2026  
**SUBJECT:** Approve minutes of the January 12, 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 the minutes of the January 12, 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**  
**JANUARY 12, 2026**

**WORK SESSION**

The City Council of the City of North Richland Hills, Texas met in work session on the 12th day of January at 5:00 p.m. in the Council Workroom prior to the 7:00 p.m. regular City Council meeting.

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

**CALL TO ORDER**

Mayor McCarty called the meeting to order at 5:00 p.m.

**1. DISCUSS ITEMS FROM REGULAR CITY COUNCIL MEETING.**

Mayor McCarty called on Director of Planning Cori Reaume to comment on item C.2, Ordinance 3941. Ms. Reaume informed City Council the public hearing date was corrected to reflect January 12, 2026.

Council member Blake inquired about item B.9, STEP Grant for FY27. Chief of Police Jeff Garner confirmed the grant authorizes the city to apply for grant funds to subsidize costs associated with overtime to address speeding, impaired drivers and inspection control.

**2. DISCUSS 2024 ICC INTERNATIONAL BUILDING CODES ADOPTION**

City Council received a joint presentation from Managing Director of Community Development Stefanie Martinez, Interim Chief Building Official Cody Payne, Assistant Fire Chief Jase Smith and Assistant Fire Marshall Lance Ludtke.

### **3. 2025 RESIDENT SURVEY RESULTS**

Mr. Ron Gailey with OnPointe Insights provided an overview of the results of the 2026 Resident Survey. The city received 910 responses and the data is provided in a dashboard that will be available on the city's website. The dashboard allows the public, city employees, and elected officials to see results by demographics and sections of the city. The survey had five main question groups (1) city facilities, (2) city benefits, (3) development/growth, (4) safety/security, and (5) leadership. The citizens (75%) agree that the city is headed in the right direction. The survey will help leaders prioritize projects/programs.

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

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

### **CITY MANAGER REPORT PROVIDING UPDATE ON SHORT TERM RENTAL (STR) REGISTRATIONS; FACILITIES AND UTILITY BILLING EFFICIENCY STUDIES; AND UTILITY BILLING STAFFING CHANGES.**

City Manager Paulette Hartman provided an update on the following:

#### **Short-Term Rental (STR) Registrations**

Of the 38 operators registered for the program, three have completed the process, 17 are scheduled for inspection, and the remaining registrations are still in progress. Ms. Hartman noted that the registration deadline may need to be extended to the end of February.

#### **Facilities and Utility Billing Efficiency Studies**

A request for proposals will be issued tomorrow, with responses due by February 17. Staff anticipates presenting the item to City Council at a meeting in March.

#### **Utility Billing Staff Changes**

Angel Holbert will assist the department as Interim Utility Billing Manager until the position is permanently filled.

### **EXECUTIVE SESSION**

1. SECTION 551.071: CONSULTATION WITH THE 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) TRAVIS SCOTT GRAY V. CITY OF NORTH RICHLAND HILLS, ET AL, CIVIL ACTION NO. 4-25CV1276-09; (3) LIABILITY CLAIMS AGAINST THE CITY OF NORTH RICHLAND HILLS; AND (4) EMINENT DOMAIN ACTION FOR THE ACQUISITION OF REAL PROPERTY FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE IMPROVEMENTS FOR THE MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS PROJECT AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW.

Mayor McCarty announced at 5:54 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 the 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) Travis Scott Gray v. City of North Richland Hills, et al, Civil Action No. 4-25CV1276-09; (3) liability claims against the City of North Richland Hills; and (4) eminent domain action for the acquisition of real property for the construction and maintenance of drainage improvements for the Meadow Lakes BFC-7 Drainage Improvements Project and for other public purposes permitted by law. Executive Session began at 6:01 p.m. and concluded at 6:36 p.m.

Mayor McCarty announced at 6:36 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 January 12, 2025 at 7:00 p.m.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Brianne Goetz	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5

Russ Mitchell	Place 6
Kelvin Deupree	Mayor Pro Tem, Place 7
Staff Members:	
Paulette Hartman	City Manager
Alicia Richardson	City Secretary/Chief Governance Officer
Bradley A. Anderle	City Attorney

#### **A.1 INVOCATION**

Council member Goetz gave the invocation.

#### **A.2 PLEDGE**

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

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

##### **A.3.1 CEREMONIAL OATH OF OFFICE - BRIANNE GOETZ, COUNCIL, PLACE 2.**

The oath of office was administered to newly appointed Council member Brianne Goetz.

##### **A.3.2 2025 CHRISTMAS LIGHTING AWARDS**

Keep North Richland Hills Beautiful Commission Chair Kathy Luppy recognized the 2025 Christmas Lighting Awards winners - 4008 Diamond Loch East; 6908 Corona Drive; 4809 Fairway Court; 7717 Bogart Drive; 8101 Emerald Hills Way; 7520 Chapman Road; 8913 Martin Drive; 8313 Oak Court; and 8132 Lost Maple Drive.

#### **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 BLAKE, SECONDED BY COUNCIL MEMBER PARKS TO APPROVE THE CONSENT AGENDA AS PRESENTED.**

**MOTION TO APPROVE CARRIED 7-0.**

- B.1 APPROVE THE MINUTES OF THE DECEMBER 8, 2025 CITY COUNCIL MEETING.**
- B.2 APPROVE THE 2026 CITY COUNCIL MEETING SCHEDULE.**
- B.3 CONSIDER RESOLUTION NO. 2026-001, AUTHORIZING SUBMISSION OF THE GRANT APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE BUREAU OF JUSTICE ASSISTANCE FY2025 BULLETPROOF VEST PARTNERSHIP.**
- B.4 CONSIDER RESOLUTION NO. 2026-002, AUTHORIZING SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE TEXAS PARKS AND WILDLIFE DEPARTMENT RECREATIONAL TRAILS GRANT FOR THE JOHN BARFIELD TRAIL SPRING OAK EXTENSION.**
- B.5 CONSIDER RESOLUTION NO. 2026-003, AUTHORIZING SUBMISSION OF THE GRANT APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE OFFICE OF THE GOVERNOR'S PUBLIC SAFETY OFFICE FY27 GENERAL VICTIM ASSISTANCE GRANT PROGRAM, GRANT #3544408.**
- B.6 CONSIDER RESOLUTION NO. 2026-004, AUTHORIZING SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE TEXAS GOVERNOR'S PUBLIC SAFETY OFFICE FY27 VIOLENCE AGAINST WOMEN JUSTICE AND TRAINING PROGRAM, GRANT #3367210.**
- B.7 CONSIDER RESOLUTION NO. 2026-005, AUTHORIZING SUBMISSION OF THE GRANT APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE TEXAS GOVERNOR'S OFFICE CRIMINAL JUSTICE DIVISION FY2027 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, GRANT #5697401.**
- B.8 CONSIDER RESOLUTION NO. 2026-006, AUTHORIZING SUBMISSION OF THE GRANT APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR THE TEXAS GOVERNOR'S OFFICE FY2027 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM, GRANT #5699401.**
- B.9 CONSIDER RESOLUTION NO. 2026-007, APPROVING THE APPLICATION FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FOR THE FY 2027 PROGRAM GRANT YEAR.**

- B.10 CONSIDER AUTHORIZING THE PURCHASE OF ANNUAL HARDWARE AND SOFTWARE MAINTENANCE UTILIZING THE DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE AGREEMENT WITH RED RIVER TECHNOLOGY, LLC, FOR A CUMULATIVE AMOUNT NOT TO EXCEED \$550,000 THROUGH NOVEMBER 25, 2029.**
- B.11 CONSIDER AMENDMENT NO.1 TO THE COOPERATIVE PURCHASE CUSTOMER AGREEMENT WITH RED RIVER TECHNOLOGY, LLC TO INCREASE SPENDING FOR THE PURCHASES OF HARDWARE AND ANNUAL RENEWAL SOFTWARE MAINTENANCE AND RATIFY PURCHASES UTILIZING THE INTERLOCAL PURCHASING SYSTEMS (TIPS) COOPERATIVE AGREEMENT FOR A CUMULATIVE AMOUNT NOT TO EXCEED \$697,300 THROUGH MAY 31, 2029.**
- B.12 CONSIDER AUTHORIZING CITY MANAGER TO EXECUTE AN AGREEMENT WITH STRACTACT MEDIA GROUP, LLC FOR MEDIA ADVERTISING FOR NRH2O FAMILY WATER PARK IN AN AMOUNT NOT TO EXCEED \$291,500.**

**C. PUBLIC HEARINGS**

- C.1 ZC25-0152, ORDINANCE NO. 3940, PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM BLANCHEDIM LLC FOR A SPECIAL USE PERMIT FOR AN EVENT CENTER AT 7620 NE LOOP 820, BEING 12.98 ACRES DESCRIBED AS LOT 5, BLOCK 1, NORTH HILLS VILLAGE.**

**APPROVED**

Mayor McCarty opened the public hearing for ZC25-0152, Ordinance No. 3940.

Director of Planning Cori Reaume informed City Council the applicant is requesting a special use permit for 12.98-acre property located at 7620 Northeast Loop 820. The area is designated on the Comprehensive Land Use Plan as retail commercial and the current zoning is C-2, commercial. Ms. Reaume provided site photos of the property.

Applicant representative Franck Mukengeshayi, 8316 Comanche Springs Drive, Fort Worth, Texas, provided an overview of The Hill Center's mission and vision and plan for the event center.

City Council and staff discussed the former event center located in the retail strip, current vacancies, and the number of restrooms.

Ms. Reaume presented staff's report. The Planning and Zoning Commission, at their December 11, 2025 meeting, recommended approval of the request with a vote of 5-0.

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 DELANEY TO APPROVE ORDINANCE NO. 3940 WITH NO AMPLIFIED SOUNDS AS STATED IN DEVELOPMENT REVIEW COMMITTEE COMMENTS.**

**MOTION TO APPROVE CARRIED 7-0.**

**C.2 TR25-08, ORDINANCE NO. 3941, PUBLIC HEARING AND CONSIDERATION REGARDING CITY-INITIATED TEXT AMENDMENTS TO CHAPTER 118 (ZONING) FOR THE PURPOSE OF REVISING CERTAIN SINGLE-FAMILY RESIDENTIAL PARKING REQUIREMENTS RELATED TO GARAGE ENCLOSURES.**

**APPROVED**

Mayor McCarty opened the public hearing for TR25-08, Ordinance No. 3941.

Director of Planning Cori Reaume presented staff's proposed text amendments to Chapter 118 (Zoning). The proposed amendments address and increase process improvement and efficiency to address older homes that have non-permitted converted garage enclosures. The revised language allows applicants to move forward with permitting and remove the requirement to seek approval from the Zoning Board of Adjustment.

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.

Thomas Ridl, 6962 Crabtree Lane, spoke in support.

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

**A MOTION WAS MADE BY COUNCIL MEMBER ROBERTS, SECONDED BY COUNCIL MEMBER BLAKE TO APPROVE ORDINANCE NO. 3941.**

**MOTION TO APPROVE CARRIED 7-0.**

**C.3 PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 3942, ADOPTING THE NORTH RICHLAND HILLS YOUTH PROGRAMS STANDARDS OF CARE.**

**APPROVED**

Mayor McCarty opened the public hearing.

City Council received a presentation from Director of Parks and Recreation Adrien Pekurney.

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 DELANEY TO APPROVE ORDINANCE NO. 3942.**

**MOTION TO APPROVE CARRIED 7-0.**

**D. PLANNING AND DEVELOPMENT**

There were no items for this category.

**E. PUBLIC WORKS**

There were no items for this category.

**F. CITIZENS PRESENTATION**

There were no requests to speak from the public.

**G. GENERAL ITEMS**

**G.1 CONSIDER THE USE OF EMINENT DOMAIN TO CONDEMN PROPERTY AND CONSIDER RESOLUTION NO. 2026-008 AUTHORIZING THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF OBTAINING THE NECESSARY REAL PROPERTY FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE IMPROVEMENTS FOR THE MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS PROJECT AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW.**

**APPROVED**

City Council received a presentation from Assistant City Manager Caroline Waggoner.

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER ROBERTS TO AUTHORIZE THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS AUTHORIZE THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE THE REAL PROPERTY DESCRIBED IN RESOLUTION NO. 2026-008, AS PRESENTED, SPECIFICALLY 0.0127 ACRE (555 SQ. FT) PERMANENT DRAINAGE EASEMENT ON PROPERTY DESCRIBED IN DOCUMENT NUMBER D211294110 IN THE OFFICIAL RECORDS, TARRANT COUNTY, TEXAS, BEING MORE SPECIFICALLY DESCRIBED IN EXHIBIT A TO RESOLUTION NO. 2026-008; AND 0.0229 ACRE (997 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT ON PROPERTY DESCRIBED IN DOCUMENT NUMBER D211294110 IN THE OFFICIAL RECORDS, TARRANT COUNTY, TEXAS, BEING MORE SPECIFICALLY DESCRIBED IN EXHIBIT B TO RESOLUTION NO. 2026-008, FOR THE PUBLIC USE IN CONSTRUCTION AND MAINTENANCE OF DRAINAGE IMPROVEMENTS FOR MEADOW LAKES BFC-7 DRAINAGE IMPROVEMENTS PROJECT, AND I FURTHER MOVE TO ADOPT RESOLUTION NO. 2026-008, AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

**G.2 CONSIDER APPOINTMENT OF AD-HOC COUNCIL COMMITTEE TO DRAFT AN ETHICS POLICY AND ORDINANCE FOR FUTURE CITY COUNCIL REVIEW.**

**APPROVED**

City Council received a presentation from City Secretary/Chief Governance Officer Alicia Richardson regarding the formation of an ad-hoc council committee. The purpose of this committee is to draft an ordinance for consideration and discussion by the City Council.

At the recommendation of Mayor McCarty, the committee will be comprised of Council members Delaney, Roberts, and Mitchell. The ad-hoc committee will dissolve upon submission of its final report and recommendation to the City Council.

A MOTION WAS MADE BY COUNCIL MEMBER MITCHELL, SECONDED BY COUNCIL MEMBER GOETZ TO APPOINT COUNCIL MEMBERS CECILLE DELANEY, DANNY ROBERTS, AND RUSS MITCHELL TO SERVE ON AN AD-HOC COUNCIL COMMITTEE TO DRAFT AN ETHICS POLICY AND ORDINANCE FOR FUTURE CITY COUNCIL REVIEW.

MOTION TO APPROVE CARRIED 7-0.

**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 result of executive session.

**I. INFORMATION AND REPORTS**

**I.1 ANNOUNCEMENTS**

Council member Roberts made the following announcements.

City Hall and other non-emergency city offices will be closed next Monday, January 19 for the Martin Luther King, Jr. holiday. The Library and Senior Center will also be closed. The NRH Centre and Iron Horse Golf Course will be open. Garbage and recycling are not impacted and will be collected on your usual days.

A runoff election to fill the vacancy in Texas Senate District 9 will be held on January 31, with early voting taking place January 21 through 27. You can vote early at NRH City Hall or the Northeast Tarrant Courthouse. Visit the Tarrant County Elections website for additional information.

Kudos Korner - Nichole McInnis, Suzy Tucker, Jennifer Owen and Laura Hayes at the Grand Hall for their exceptional work during a recent annual conference. The organizers praised the Grand Hall team for their attention to detail, smooth execution, and warm hospitality. They added that it "feels like home when we are there" and they plan to return next year. Thank you for making the Grand Hall a venue that people love and recommend!

**J. ADJOURNMENT**

Mayor McCarty adjourned the meeting at 7:55 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:** January 26, 2026  
**SUBJECT:** Consider approval of purchase of books from Brodart through a cooperative purchase through the Texas Comptroller of Public Accounts State Contract No. 715-M2 in the amount not to exceed the budgeted amount of \$170,000, with the option to renew the contract for up to two additional one-year terms.  
**PRESENTER:** Cecilia Barham, Director of Library Services

### **SUMMARY:**

This item is to authorize one-time as well as cumulative payments to Brodart for purchases that exceed the \$100,000 purchasing threshold for regularly budgeted maintenance-related items.

### **GENERAL DESCRIPTION:**

The City is requesting authorization to enter into Texas Comptroller of Public Accounts State Contract No. 715-M2 cooperative purchase agreement with Brodart. This authorization allows the ongoing purchase for FY 2026 of materials through Texas SmartBuy Contract No. 715-M2. The agreement may be renewed for two (2) one-year renewal terms, at the City's option. Second- and third-year renewals would not require specific City Council approval provided that the City Council has appropriated sufficient funds to satisfy the City's obligations during the renewal period.

This structure provides cost stability, ensures continuity of service, and allows flexibility should operational needs change. The not-to-exceed amount reflects anticipated usage for the initial contract year.

By participating in the Texas SmartBuy cooperative purchasing program, the City is meeting all state competitive bidding requirements for this purchase. As part of the FY 2026 budget process, City Council approved the funding for the purchase of print books for the library's circulating collection.

The library prepares its materials budget by analyzing prior years' spending and circulation to establish monthly allocations. The library makes monthly purchases from Brodart using circulation-driven monthly spending targets in the amount of \$14,160 per month totaling \$170,000 year.

### **RECOMMENDATION:**

Authorize purchases from Brodart for books in an amount not to exceed the budgeted amount of \$170,000 with the option to renew the contract for up to two additional one-year terms.



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## Contract Details: # 715-M2

<b>Number</b>	715-M2
<b>Description</b>	Publications, Audiovisual Materials, Books, Textbooks and Ancillary Services
<b>Category</b>	Managed
<b>Type</b>	Term
<b>Start Date</b>	11/1/2025
<b>End Date</b>	10/31/2026
<b>Purchase Category Code (Agencies Only)</b>	PCC C
<b>Optional Renewal Terms</b>	November 1, 2026, through October 31, 2027 November 1, 2027, through October 31, 2028 November 1, 2028, through October 31, 2029 November 1, 2029, up to one (1) additional year
<b>Purchase Orders</b>	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member. Note: This contract contains line items that may be available through multiple contractors. Agencies should document its best value determination when selecting other than the lowest-priced contractor.
<b>NIGP Codes(s)</b>	52520 ; 52540 ; 71504 ; 71505 ; 71546 ; 71555 ; 95610

<b>CPA Contract Management</b>	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: <a href="mailto:spd.cmo@cpa.texas.gov">spd.cmo@cpa.texas.gov</a> (mailto: <a href="mailto:spd.cmo@cpa.texas.gov">spd.cmo@cpa.texas.gov</a> )
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<b>Contract Items and Pricing</b>	<p><b>Customers should contact the applicable company representative in order to set up an account.</b></p> <p><b>715-M2 Library Publications Lerner Publishing Group Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2_Library Publications Lerner Publishing Group.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2_Library Publications Lerner Publishing Group.pdf</a>)</p> <p><b>715-M2 Library Publications The Penworthy Company Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications The Penworthy Company.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications The Penworthy Company.pdf</a>)</p> <p><b>715-M2 Library Publications Midwest Tape LLC.</b> (<a href="https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Tape LLC.pdf">https://www.txsmartbuy.gov/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Tape LLC.pdf</a>)</p> <p><b>715-M2 Library Publications Ingram Library Service Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Ingram Library Service.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Ingram Library Service.pdf</a>)</p> <p><b>715-M2 Library Publications H-NM dba Perma-Bound Books Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications H-NM dba Perma-Bound Books.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications H-NM dba Perma-Bound Books.pdf</a>)</p> <p><b>715-M2 Library Publications Brodart Co. Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Broart Co..pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Broart Co..pdf</a>)</p> <p><b>715-M2 Library Publications Barnes&amp;Nobl Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Barnes&amp;Noble.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Barnes&amp;Noble.pdf</a>)</p> <p><b>715-M2 Library Publications Children's Plus, Inc. DBA Libraria Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications</a>)</p>
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	<p>Children's Plus, Inc. DBA Libraria.pdf)</p> <p><b>715-M2 Library Publications Midwest Library Service.pdf Price Sheet</b>  <a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Library Service.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Library Service.pdf</a></p>
<b>Adding New Products to the Contract</b>	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition ( <a href="https://comptroller.texas.gov/purchasing/forms/">https://comptroller.texas.gov/purchasing/forms/</a> ) to the Statewide Contract Development section at <a href="mailto:open.market@cpa.texas.gov">open.market@cpa.texas.gov</a> ( <a href="mailto:open.market@cpa.texas.gov">mailto:open.market@cpa.texas.gov</a> ).
<b>Delivery Delays by Contractor</b>	<p>If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.</p> <p>Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.</p> <p>Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).</p>
<b>Compliant Products by Contractor</b>	<p>Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.</p> <p>Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.</p>
<b>Purchase Order Cancellations</b>	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.

<b>Restocking Fee</b>	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
<b>Substitutions</b>	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
<b>Contract Performance</b>	<p>The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.</p> <p>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (<a href="https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/">https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/</a>)</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none"> <li>• Identify vendors that have exceptional performance</li> <li>• Aid purchasers in making a best value determination based on vendor past performance</li> <li>• Protect the state from vendors with unethical business practices</li> <li>• Track vendor performance for delegated and exempt purchases</li> </ul>

## Contractors

**Contractor VID:** 11340303897

**Contractor:** Barnes & Noble Booksellers, Inc.

**Contact Name:** Brian Shapuras

**Email:** [businessdevelopmentbids@bn.com](mailto:businessdevelopmentbids@bn.com)

**Phone:** (212) 414-6004

**Alternate Contact Name:** Mary Wilson

**Alternate Email:** mwilson1@bn.com  
**Alternate Phone:** (212) 313-6300  
**Address:** 33 E. 17th Street New York, NY 10003

**Contractor VID:** 12322487583  
**Contractor:** Brodart Co.  
**Contact Name:** Beth Blazina  
**Email:** beth.blazina@brodart.com  
**Phone:** (800) 233-8467  
**Alternate Contact Name:** Brendae Keith  
**Alternate Email:** brendae.keith@brodart.com  
**Alternate Phone:** (800) 233-8467  
**Address:** 500 Arch Street Williamsport PA 17701-7809

**Contractor VID:** 13640789668  
**Contractor:** Children's Plus, Inc. dba Libraria  
**Contact Name:** Ansley R Walsh  
**Email:** Bid@libraria.com  
**Phone:** (800) 230-1279  
**Alternate Contact Name:** Mike Beechin  
**Alternate Email:** mikeb@libraria.com  
**Alternate Phone:** (800) 230-1279  
**Address:** PO Box 847 Beecher, IL 60401

**Contractor VID:** 1371001726300  
**Contractor:** Hertzberg-New Method Inc. dba Perma-Bound Books  
**Contact Name:** Debra Northcutt  
**Email:** books@perma-bound.com  
**Alternate Contact Name:** Alan Johnston  
**Alternate Email:** alanjohnston@perma-bound.com  
**Alternate Phone:** (254) 366-2745  
**Address:** Perma-Bound Hertzberg-New Meth 617 East Vandalia Road Jacksonville IL 62650-3599

**Contractor VID:** 16217466966  
**Contractor:** Ingram Library Services LLC  
**Contact Name:** Karen Peck

**Email:** Karen.Peck@ingramcontent.com

**Phone:** (214) 952-6310

**Alternate Contact Name:** Kate Collingwood

**Alternate Email:** Kate.Collingwood@ingramcontent.com

**Alternate Phone:** (615) 213-5736

**Address:** One Ingram Blvd La Vergne TN 37086-1986

**Contractor VID:** 14108338998

**Contractor:** Lerner Publishing Group, Inc.

**Contact Name:** Brad D. Richason

**Email:** brichason@lernerbooks.com

**Phone:** (800) 328-4929

**Alternate Contact Name:** Mindy Ondich

**Alternate Email:** mondich@lernerbooks.com

**Alternate Phone:** (800) 328-4929

**Address:** 241 1st Ave North Minneapolis, MN 55401

**Contractor VID:** 14308345058

**Contractor:** Midwest Library Service, Inc.

**Contact Name:** Trish Banta

**Email:** banta@midwestls.com

**Phone:** (800) 325-8833

**Address:** 11443 Saint Charles Rock Rd Bridgeton MO 63044-2724

**Contractor VID:** 13714996868

**Contractor:** Midwest Tape, LLC

**Contact Name:** Nate Keeton

**Email:** nkeeton@midwesttape.com

**Phone:** (800) 875-2785

**Alternate Contact Name:** Janet Timm

**Alternate Email:** nkeetin@midwesttape.com

**Alternate Phone:** (800) 875-2785

**Address:** PO Box 820 Holland OH 43528

**Contractor VID:** 18120431426

**Contractor:** The Penworthy Company, LLC

**Contact Name:** Nicolette Finocchiaro  
**Email:** nicolette.finocchiaro@penworthy.com  
**Phone:** (414) 921-1506  
**Alternate Contact Name:** Customer Service  
**Alternate Email:** customerservice@penworthy.com  
**Alternate Phone:** (800) 262-2665 x0  
**Address:** 219 N. Milwaukee Street, Ste. #400 Milwaukee, WI 53202



Texas Comptroller of Public Accounts

[Home](https://comptroller.texas.gov) (<https://comptroller.texas.gov>)  
[Contact Us](https://comptroller.texas.gov/about/contact/) (<https://comptroller.texas.gov/about/contact/>)

## Policies

[Privacy and Security Policy](https://comptroller.texas.gov/about/policies/privacy.php) (<https://comptroller.texas.gov/about/policies/privacy.php>)  
[Accessibility Policy](https://comptroller.texas.gov/about/policies/accessibility.php) (<https://comptroller.texas.gov/about/policies/accessibility.php>)  
[Link Policy](https://comptroller.texas.gov/about/policies/links.php) (<https://comptroller.texas.gov/about/policies/links.php>)  
[Search from the Texas State Library](https://www.tsl.texas.gov/trail/index.html) (<https://www.tsl.texas.gov/trail/index.html>)  
[Texas Homeland Security](https://www.dhs.gov/see-something-say-something/reporting/texas) (<https://www.dhs.gov/see-something-say-something/reporting/texas>)  
[Public Information Act](https://comptroller.texas.gov/about/policies/open-records/public-information-act.php) (<https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>)  
[Texas Secretary of State](https://www.sos.state.tx.us/) (<https://www.sos.state.tx.us/>)  
HB 855

## Other State Sites

[Texas.gov](https://texas.gov) (<https://texas.gov>)  
[Texas Records and Information Locator\(TRAIL\)](https://www.tsl.state.tx.us/trail/) (<https://www.tsl.state.tx.us/trail/>)  
[State Link Policy](https://dir.texas.gov/resource-library-item/state-website-linking-privacy-policy) (<https://dir.texas.gov/resource-library-item/state-website-linking-privacy-policy>)  
[Texas Veterans Portal](https://veterans.portal.texas.gov) (<https://veterans.portal.texas.gov>)

## Contract Item List

**Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services**

Contract ID No. 715M2-3350

RFP No. 304T-26-715M2

<b>Contract Item List</b> <b>Contract Category: 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services</b> <b>Contract ID No. 715M2-3350</b> <b>RFP No. 304T-26-715M2</b>		
<b>Brodart Co.</b>		
<b>Premium Processing - Shelf-Ready</b>		
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$1.99	Brodart's Starter Cataloging & Processing Service, for a description of our cataloging services please see Page 38.
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$2.64	Brodart's Starter Cataloging & Processing Service. The pricing reflects the RFID tag being supplied by the library, Brodart applied and linked.
Flex Cataloging & Processing Service	\$2.50 - \$6.00	Per item pricing is dependant on Cataloging specifications and Processing components
Compleat Cataloging & Processing Service	\$3.50 - \$7.00	Per item pricing is dependant on Cataloging specifications and Processing components
<b>Processing Services</b>		
Brief MARC Record	No Charge	<i>If Respondent offers MARC records, a brief MARC Record shall be free of charge, per the terms of this RFP.</i>
Standard MARC Record	\$0.75	Per item pricing - Starter cataloging record
Mylar Jacket	\$1.15	Per item pricing - supplied and applied by Brodart tape or glued
Barcode Label	\$0.38	Per item pricing - supplied and applied by Brodart
Label (per application-Customer supplied)	\$0.30	Per label pricing - customer supplied
Label (per application-Vendor supplied)	\$0.38	Per label pricing - Brodart supplied
Genre Label	\$0.38	Per label pricing - Brodart supplied
Spine Label	\$0.38	Per label pricing - Brodart supplied
Label Protector	\$0.25	Per label protector pricing - Brodart supplied
Pocket (paper)	\$0.35	Per item pricing - Brodart supplied
Pocket (vinyl)	\$0.45	Per item pricing - Brodart supplied vinyl corner pockets for accompanying material
Property Stamp (per impression)	\$0.32	Per stamp location per item pricing
Spine Tape (inside)	\$0.42	Per item pricing - 1" tape applied to inside cover
Spine Tape (outside)	\$0.95	Per item pricing - 4" tape applied to outside cover
<b>Additional Processing Components</b>		
<i>Opening Day Collection Vendor Selection Service - \$1.25 - \$1.40 per item (depending on complexity of selection)</i> <i>TIPS -Collection Development Services (double click to see additional ancillary information below)</i> <i>Collection Builder (Customized Selection Lists)</i> <i>Collection Builder Custom Selection Lists</i> <i>No Charge</i>		
<i>FASTips (Standing Orders)</i> <i>FASTips Profiles</i> <i>No Charge</i>		
<i>TIPS Profiles (Profiled Selection Lists)</i> <i>Silver TIPS</i> <i>No Charge</i> <i>Diamond TIPS</i> <i>Up to 3 profiles for \$100 monthly; Up to 8 profiles for \$200 monthly; Up to 15 profiles for \$300 monthly</i>		
<b>Audio Visual Processing and Accessories</b>		
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A
<b>Laminated Paperback Covers</b>		
Polypropylene Laminate; Various Thicknesses	\$2.50	BrodartGuard - Paperback reinforced with laminate to increase circulation durability.
Vinyl Laminate; Various Thicknesses	\$9.00	BrodartConvert - Paperbacks transformed into hardcovers for little more than the cost of a paperback.
<b>RFID/Theft Deterrents</b>		
Pre-programmed RFID/Barcode Set (1 Barcode)	\$0.48	<i>This pricing reflects the RFID tag being supplied by the library. Brodart will apply the tag to each book.</i>
RFID ("universal" tag programmed and applied)	\$0.65	This pricing reflects the RFID tag being supplied by the library. Brodart will program a barcode number on the tag and apply the tag to a book.
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape	\$0.70	3M Tattle Tape- machine application between random pages



## TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

**Page 1 of 2**

### NOTICE OF AWARD

Brodart Co.  
Lisa Miosi, Vice President, Customer Care  
500 Arch Street  
Williamsport, PA 17701

Re: Contract Category: 715-M2 Publications, Audiovisual Materials, Books, Textbooks and Ancillary Services  
Contract ID No.: 715M2-3350  
RFP No.: 304T-26-715M2  
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award, or November 1, 2025, whichever is later, through October 31, 2026

Your company, Brodart Co., submitted a Response to the Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the Comptroller accepts your Response for the item(s) listed in the attached Contract Item List.

As referenced in Part A, Section A.15.1, Awards Approach, CPA has awarded categories and ancillary services to multiple vendors to allow Customers to fulfill their needs.

Please review the attached Contract Item List carefully. Notify CPA of any errors requiring correction within five (5) business days of the date the Notice of Award was sent by email from Statewide Contract Development. Such notification and all invitations for any changes to the Contract, including communications regarding the Contract, shall reference the Contract number and RFP number and be submitted to Statewide Contract Management.

The Contract consists of the documents stated in Section B.3.2 of the RFP; however, products or services in your Response for which you sought an award that are not included in the attached Contract Item List are not part of the Contract.

All assumptions or exceptions included in your Response, if any, are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

As stated in the RFP, no minimum compensation under the Contract is guaranteed. You must not process or make delivery for any products or services until receipt of a purchase order by a Customer pursuant to the terms of the Contract.

Any payment due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the state of Texas.

**NOTICE OF AWARD**  
**Page 2 of 2**

The terms and conditions of this Contract may be modified only through a written amendment executed by an authorized representative of the CPA. Customers may not modify the terms and conditions nor amend the Contract.

Statewide Contract Management  
Email: [spd.cmo@cpa.texas.gov](mailto:spd.cmo@cpa.texas.gov)

Texas Comptroller of Public Accounts

DocuSigned by:

  
Lisa Craven

460460D764443C...

Deputy Comptroller

Date: 10/28/2025 | 5:48 PM CDT



**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: TX Smart Buy Contract # 715-M2

Legal Name of Cooperative Contractor: Brodart Co.

Legal Name of Third-Party Contractor (if applicable) (if not applicable enter N/A): N/A

Description of Goods or Services ("Goods or Services"): Collection materials

Cooperative Agreement: TX Smart Buy Contract # 715-M2

Total Contract Price: \$ 170,000.00

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 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:**

**Brodart Co.**

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

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

By:   
Name: Lisa Miosi  
Title: Vice President, Customer Care

Date: 11/13/25

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

## **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:**  
2025-1389263

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Brodart Co.  
Williamsport, PA United States

Date Filed:  
11/14/2025

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 Library

Date Acknowledged:

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.

Texas State Contract 715-M2

Publications, Audiovisual Materials, Books, Textbooks and Ancillary Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coe, George	Williamsport, PA United States	X	
	Gatsche, Denise	Williamsport, PA United States	X	
	Dill, Richard	Williamsport, PA United States	X	
	Hechler, Jonathan	Seattle, WA United States	X	

**5 Check only if there is NO Interested Party.**

1

## 6 UNSWORN DECLARATION

My name is **Lisa Miosi**, and my date of birth is **[REDACTED]**

My address is 500 Arch Street, Williamsport, PA, 17701, USA.  
(city) (state) (zip code) (country)

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

Executed in Lycoming County, State of Pennsylvania, on the 14 day of November, 2025.  
(month) (year)

Leia Mione

Signature of authorized agent of contracting business entity  
(Declarant)



(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 Brodart Co. ("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 TX SMART Buy ("Cooperative Entity") and Vendor, Contract No. 715-M2, as amended, (the "Agreement") with an expiration date of 10/31/2026. 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.txsmartbuy.gov/browsecontracts/2883> or upon request from Vendor, (ii) 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 collection materials 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 \$ 170,000.00 annually ("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 . 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 1 year(s) expiring on 10/31/2026. This Customer Agreement may be renewed for four one-year 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 day of 20 25 .

[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 \$3,000 or less)

By: Charles Benson  
Charles Benson, Purchasing Manager

Department Director:

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

**APPROVED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Paulette Hartman, City Manager

Or Designee:

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

**ATTEST:**

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

By: \_\_\_\_\_  
Crystal Dozier, Assistant City Secretary

NRH City Council Action: Y  N

Date Approved:

Agenda Item No:

Ord/Res No.

**APPROVED TO FORM AND LEGALITY:**

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

**Brodart Co. :**

By: Lisa Miosi  
Name: Lisa Miosi  
Title: Vice President, Customer Care  
Date: 11/13/25



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** January 26, 2026  
**SUBJECT:** Consider Resolution No. 2026-009, authorizing submission of the application and acceptance of allocated funds if awarded by the Texas State Library and Archives Commission Special Projects Grant through the Institute for Museum and Library Services Grants to States Program No. 45.310.  
**PRESENTER:** Cecilia Barham, Director of Library Services

### **SUMMARY:**

The Texas State Library and Archives Commission has announced the FY 2026 Special Projects Grants, made available through the Institute of Museum and Library Services Grants to States Program No. 45.310. The Library will use the grant funds for the purchase of hold lockers. This grant does not require matching funds and will cover all costs for the hold lockers.

### **GENERAL DESCRIPTION:**

The Library is seeking authorization to apply for and utilize grant funds offered through the Texas State Library and Archives Special Projects Grant Program. Funding through the program may be used for programs that expand library services to include all members of the library's community. The Library will use the grant funds for the purchase and installation of commercial holds lockers and for two locations, one on Library property and one at an off-site location

The total grant request will not exceed \$75,000 and there is no match requirement. The specified goals, objectives, and targets for the project have been developed and will be submitted by the February 9, 2026, grant-submission deadline.

### **RECOMMENDATION:**

Approve Resolution No. 2026-009, authorizing submission of the grant application and acceptance of allocated funds if awarded for the Texas State Library and Archives Commission Special Projects Grant through the Institute for Museum and Library Services Grants to States Program No. 45.310.

**RESOLUTION NO. 2026-009**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, TO AUTHORIZE THE APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS IF AWARDED FOR OR THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION SPECIAL PROJECTS GRANT.**

**WHEREAS**, the City of North Richland Hills is committed to providing high-quality library services, resources, and programs that meet the educational, informational, and cultural needs of the community; and

**WHEREAS**, the Texas State Library and Archives Commission (TSLAC) administers the Special Projects Grant Program to support innovative library projects that enhance services and improve access for Texas residents; and

**WHEREAS**, the City Council of North Richland Hills finds it in the best interest of the citizens of North Richland Hills to request the funds available under the program to purchase hold pickup lockers.

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

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

**SECTION 2.** The City Council of the City of North Richland Hills hereby authorizes and approves the submission of the application and acceptance if awarded for the Texas State Library and Archives Special Project Grant.

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

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

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

**PASSED AND APPROVED** on this 26 of January, 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

**APPROVED AS TO CONTENT:**

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Cecilia Barham, Director of Library Services



## COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager                    **DATE:** January 26, 2026

**SUBJECT:** Approve Resolution No. 2026-011, adopting the 2025 Tarrant County Hazard Mitigation Action Plan.

**PRESENTER:** Raelyn Darnell, Emergency Management Coordinator

**SUMMARY:**

Tarrant County and the jurisdictions of Tarrant County, in conjunction with a 3<sup>rd</sup> party, have coordinated the development and submission of the 2025 Tarrant County Hazard Mitigation Action Plan. The plan fulfills the requirements of the Federal Disaster Mitigation Act as administered by the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA), thus resulting in eligibility to apply for federal aid for technical assistance and post-disaster hazard mitigation project funding. This plan is an update to the Hazard Mitigation Action Plan, January 2020 previously adopted by City Council.

**GENERAL DESCRIPTION:**

Tarrant County is susceptible to a number of different hazards that have the potential to cause property loss, loss of life, economic hardship, and threats to public health and safety. The occurrence of these disasters cannot be prevented; however, their impact on people and property can be lessened through hazard mitigation measures and mitigation planning.

This plan is a method by which to organize Tarrant County's mitigation strategies. The implementation of the plan and its components is vital to preparing a community that is resilient to the effects of a disaster. The implementation of this plan can reduce loss of life and property and allow the participating communities to operate with minimal disruption of vital services to citizens. This plan also provides a risk assessment of the hazards Tarrant County is exposed to and puts forth several mitigation goals and objectives that are based on that risk assessment. The plan represents collective efforts of citizens, elected and appointed government officials, business leaders, non-profit organizations, and other stakeholders. An executive summary of the plan is attached to this item.

**RECOMMENDATION:**

Approve Resolution No. 2026-011.

# Executive Summary

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Hazard mitigation helps to reduce or eliminate potential losses from future disasters. Hazard mitigation planning is a process that leads to the implementation of hazard mitigation actions. Tarrant County is familiar with the impact of the hazard on its residents, visitors, infrastructure, environment, and economy. This 2025 update to Tarrant County's Hazard Mitigation Action Plan (HazMAP) reaffirms its commitment to continually improving its countywide mitigation strategy and program.

The 2025 hazard mitigation planning process began when Tarrant County assembled a Planning Committee representing a cross section of stakeholders that supported the County for this plan update. The composition of the group was designed to foster FEMA's Whole Community doctrine, which is based on the premise that both the government and its residents are responsible for implementing mitigation initiatives and activities to support the other phases of emergency management.

The first task of the Planning Committee was to identify the natural, technological, and human-caused hazards of concern that affect the county. In doing so, the committee assessed the following:

- Vulnerability of populations
- Vulnerability of community-owned and leased natural and built assets
- Risks presented by these hazards to the assets

The next step involved thoroughly evaluating the County's current mitigation capabilities and updating the mitigation strategy. The strategy identified five overarching mitigation goals and related objectives that underpin the HazMAP developed to implement hazard mitigation initiatives. The planning team added two goals, one related to High Hazard Potential Dams (HHPDs) and actions to address the Fire Management Assistance Grant for seven goals. These are fully discussed in Section 4: Mitigation Strategy. The goals and objectives provide the framework for the committee to review mitigation actions included in the 2020 Plan and to identify new mitigation actions developed by the county and the jurisdictions to further increase community resilience during the five-year period covered by this plan.

Mitigation should form the foundation of all emergency management agency's plans and procedures. Emergency management agencies should adopt mitigation practices to reduce, minimize, or eliminate hazards in their communities. The Tarrant County HazMAP identifies the hazards faced by participating jurisdictions, vulnerabilities to these hazards, and mitigation strategies for the future. The plan fulfills the requirements of the Federal Disaster Mitigation Act, as administered by the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA).

The planning area for this plan is Tarrant County, Texas (see Figure 1), and it includes the following jurisdictions:

- City of Arlington
- City of Azle
- City of Bedford
- City of Benbrook
- City of Blue Mound\*
- City of Colleyville
- City of Crowley
- City of Dalworthington Gardens\*
- Town of Edgecliff Village
- City of Euless
- City of Everman
- City of Forest Hill\*
- City of Fort Worth
- City of Grapevine
- City of Haltom City
- City of Haslet
- City of Hurst
- City of Keller
- City of Kennedale\*
- City of Lake Worth
- Town of Lakeside
- City of Mansfield
- City of North Richland Hills
- Town of Pantego\*
- City of Richland Hills
- City of River Oaks
- City of Saginaw
- City of Southlake
- Unincorporated Tarrant County
- University of North Texas Health and Science Center
- City of Watauga
- Town of Westlake
- City of Westworth Village
- City of White Settlement

\*Jurisdictions that did not participate in the 2025 Tarrant County HazMAP. Although these jurisdictions were not fully profiled, any available data was incorporated into the Tarrant County analyses.

**RESOLUTION NO. 2026-011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, ADOPTING THE 2025 TARRANT COUNTY HAZARD MITIGATION ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Richland Hills recognizes the threat that various hazards pose to people and property within Tarrant County; and

**WHEREAS**, the County of Tarrant and participating jurisdictions have updated the multi-hazard mitigation plan, hereby known as 2025 Tarrant County Hazard Mitigation Action Plan, in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, the 2025 Tarrant County Hazard Mitigation Action Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of North Richland Hills from the impacts of future hazards and disasters; and

**WHEREAS**, an adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

**WHEREAS**, adoption by the City of North Richland Hills demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the 2025 Tarrant County Hazard Mitigation Action Plan.

**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 hereby adopts the 2025 Tarrant County Hazard Mitigation Action Plan.
- SECTION 3.** The Office of Emergency Management and applicable departments are encouraged to continue to pursue implementation of the recommended actions as feasible and appropriate.
- SECTION 4.** All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.
- SECTION 5.** This Resolution shall take effect and be in full force and effect from and after the date of its adoption, and it is so resolved.

**PASSED AND APPROVED** on this 26th day of January, 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:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Paulette A. Hartman, City Manager



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 26, 2026  
**SUBJECT:** Conduct Public Hearing and consider Resolution No. 2026-010, adopting the 52nd Year Community Development Block Grant Program.  
**PRESENTER:** Nathan Frohman, City Engineer

### **SUMMARY:**

The United States Department of Housing and Urban Development (HUD) requires that a public hearing be held so that the city can receive comments and input from citizens regarding the 52<sup>nd</sup> Year Community Development Block Grant program project.

Following the public hearing it is necessary for City Council to take action regarding the project to include in the 52<sup>nd</sup> Year Community Development Block Grant (CDBG) program. Tarrant County and the City of North Richland Hills have entered into a joint agreement whereby Tarrant County is given the authority to administer the program.

### **GENERAL DESCRIPTION:**

In 1996, HUD designated the City of North Richland Hills as a metropolitan city to receive direct entitlement of Community Development Block Grant funds. On June 24, 1996, the City Council accepted the direct entitlement designation and entered into an agreement with Tarrant County for the administration of the City's CDBG program. As a result of the direct entitlement designation, the city is awarded an annual grant on a formula basis to help provide a wide range of community development activities.

CDBG funds are used in the revitalization of neighborhoods, economic development, and to provide public facilities and services for low- to moderate-income persons. Eligible CDBG projects include construction or rehabilitation of homes, basic infrastructure development such as water/sewer facilities, streets and other programs that target designated areas or persons. The programs/projects selected by the City must fall in the geographic target area identified by the most recent census as being in an area with low-to moderate-income persons.

Each program year, the City must prepare and submit a CDBG program outlining the use of these funds in accordance with HUD guidelines. Staff was informed that the City of North Richland Hills will be awarded approximately \$287,000 for the 52<sup>nd</sup> Year CDBG project. The proposed use for this money is to reconstruct Wendell Court (South) from Willowcrest Drive to the Cul-de-sac, which is in a condition where total reconstruction is



warranted and badly needed. The length of the project is approximately 680 linear feet. The existing 31' wide asphalt road and 40' in diameter cul-de-sac, including curb and gutter, will be removed and replaced with 6" lime stabilized subgrade and then 6" reinforced concrete pavement.

The current estimate for the reconstruction is approximately \$534,828.49, which is over the estimated allocation of CDBG funding by \$247,828.49. The remaining balance will be covered by project savings from the 50<sup>th</sup> Year CDBG in the amount of \$228,721.05 and the Preventive Street Maintenance Program in the amount of \$19,107.44. The project will be managed and paid for directly by Tarrant County.

HUD requires that a public hearing be held so that the city can receive comments and input from citizens regarding the 52<sup>nd</sup> Year CDBG program project.

**RECOMMENDATION:**

Approve Resolution No. 2026-010, adopting the 52<sup>nd</sup> Year Community Development Block Grant Program.

## **RESOLUTION NO. 2026-010**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS APPROVING THE PROJECT FOR THE 52<sup>ND</sup> ANNUAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Richland Hills will receive Community Development Block Grant (CDBG) funds for the 52<sup>nd</sup> CDBG program year; and

**WHEREAS**, CDBG funds are used to assist with revitalization of neighborhoods, economic development, and to provide public facilities and services for low to moderate income areas; and

**WHEREAS**, the City of North Richland Hills is desirous to receive CDBG funds to improve the quality of life in the identified target area of the City.

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

**SECTION 1.** The City requests approximately \$287,000 in CDBG funding for the 52<sup>nd</sup> Year CDBG program.

**SECTION 3.** The North Richland Hills City Council hereby designates the 52<sup>nd</sup> Year CDBG Project as the reconstruction of Wendell Court (South) (the "Project").

**SECTION 3.** The entire amount received in CDBG funds for the 50<sup>th</sup> Year be used for the Project.

**SECTION 4.** All resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

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

**PASSED AND APPROVED** this the 26<sup>th</sup> day of January, 2026.

**CITY OF NORTH RICHLAND HILLS**

---

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

**APPROVED AS TO CONTENT:**

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Boe Blankenship  
Public Works Director

# 52nd YEAR CDBG PROJECT WENDELL COURT S. PAVING RECONSTRUCTION



0 50 100 200 300 400  
Feet





## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 26, 2026  
**SUBJECT:** Ordinance No. 3943, Public hearing and consideration to close Colorado Boulevard to through traffic between Harwood Road and Boulevard 26.  
**PRESENTER:** Caroline Waggoner, Assistant City Manager

### **SUMMARY:**

Council is being asked to consider Ordinance 3943, closing Colorado Boulevard to through traffic.

### **GENERAL DESCRIPTION:**

#### **Background**

Colorado Boulevard was constructed in the late 1950s as part of the Clearview Addition and has always functioned as a local residential street. It was never intended to serve as a collector roadway. However, its straight alignment and direct connection between Harwood Road and Boulevard 26 distinguish it from other neighborhood streets, which generally feature curvilinear layouts or only one major roadway connection. This design makes Colorado Boulevard an attractive route for motorists seeking to bypass the traffic signal at Harwood and Boulevard 26.

#### **Traffic Analysis**

City staff has collected traffic speed and volume data on Colorado Boulevard multiple times since 2017 using static equipment. In summer 2025, updated data was gathered using connected vehicle technology and geospatial AI, including analysis of cut-through traffic. While overall volumes remain within the normal range for a residential street, a notable portion of daily traffic originates from outside the neighborhood (bounded by Davis Boulevard, Boulevard 26, and Harwood Road) and uses Colorado Boulevard as a shortcut to avoid the Harwood/Boulevard 26 signal.

#### **Neighborhood Feedback**

Staff solicited input from 147 properties across multiple streets in the neighborhood regarding a permanent closure of Colorado Boulevard. A majority of respondents living on Colorado Boulevard supported the closure, while most respondents from other streets opposed it.



## Proposed Action

If Council supports closing Colorado Boulevard to through traffic, staff recommends the following approach:

- **Phase 1:** Install a temporary barricade just north of Standley Street, approximately 270 feet from Boulevard 26.
- **Phase 2:** Within six months, replace the barricade with a permanent emergency access gate at the same location.

## Connectivity Considerations

Closing Colorado Boulevard would remove its direct link between Harwood Road and Boulevard 26. The neighborhood would still have three connections each to Boulevard 26, Davis Boulevard, and Harwood Road—well above minimum standards for connectivity.

If proposed today, staff would not support Colorado's current alignment. Modern planning principles discourage straight residential streets connecting major roads because they:

- Encourage cut-through traffic and higher speeds
- Conflict with functional classification (local streets should not act as collectors)
- Reduce neighborhood safety and cohesion

Current best practices favor curvilinear layouts and limited direct arterial connections to preserve residential character and manage traffic.

## **RECOMMENDATION:**

Approve Ordinance 3943.

**ORDINANCE NO. 3943**

**AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS  
PROVIDING FOR THE CLOSURE OF A PORTION OF COLORADO BOULEVARD TO  
THROUGH TRAFFIC; PROVIDING FOR INSTALLATION OF A TEMPORARY  
BARRICADE AND A PERMANENT EMERGENCY ACCESS GATE; PROVIDING FOR  
SEVERABILITY; 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**, Colorado Boulevard was constructed as a local residential street and was never intended to function as a collector roadway; and

**WHEREAS**, traffic studies and neighborhood feedback indicate that Colorado Boulevard is being used by non-neighborhood motorists as a cut-through route between Harwood Road and Boulevard 26, creating safety and quality-of-life concerns; and

**WHEREAS**, the City Council held a public hearing on January 26, 2026, to receive public comment on the potential closure of Colorado Boulevard to through traffic; and

**WHEREAS**, the City Council finds that closing Colorado Boulevard to through traffic will reduce cut-through traffic, improve neighborhood safety, and align with modern planning principles discouraging direct residential connections between major roadways; and

**WHEREAS**, the City Council has determined that the neighborhood retains adequate connectivity to major roadways and that the proposed closure is in the public interest;

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

**SECTION 1:** Colorado Boulevard is hereby closed to through traffic between Harwood Road and Boulevard 26, and the closure shall be established by a permanent barricade, which shall serve as an emergency access gate, located at a point approximately 270 feet north of Boulevard 26, just to the north of the intersection of Standley Street with Colorado Boulevard.

**SECTION 2:** Implementation of this closure shall be as follows:

- (a) City staff shall install a temporary barricade at the location described in Section 1 within thirty (30) days of the effective date of this Ordinance.
- (b) Within six (6) months of installation of the temporary barricade, City staff shall replace the barricade with a permanent emergency access gate to allow authorized emergency vehicles access while preventing general through traffic.

**SECTION 3:** If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 4:** This Ordinance shall be in full force and effect immediately following its passage.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on this 26th day of January, 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:**

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Bradley A. Anderle, City Attorney

# Colorado Boulevard

Closure Request



# Colorado Blvd. Closure Request

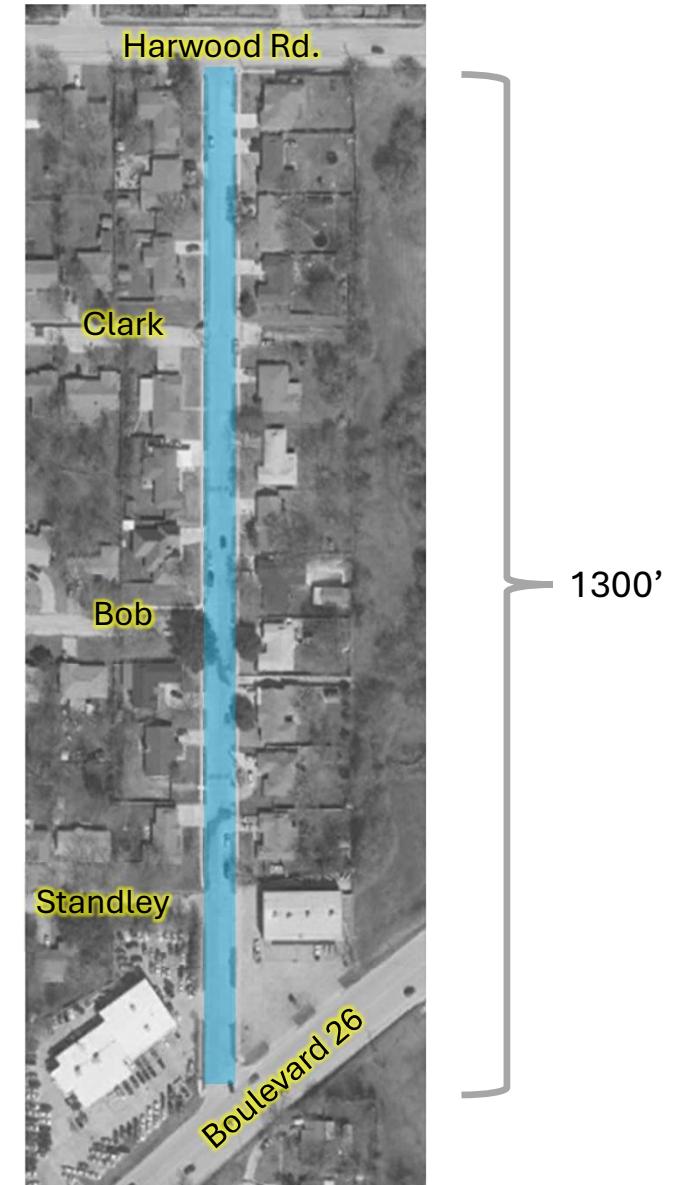
- Overview of Colorado Boulevard
  - Basic Information
  - Development History
  - Citizen Concerns
- Local Street Network
- Traffic Data
- Resident Survey Responses
- Closure Option

# Colorado Boulevard

Overview / Development History / Citizen Input

# Colorado Boulevard

- Classified as a Local or Residential Street
- Directly connects Harwood (Minor Arterial) and Boulevard 26 (Major Arterial)
- Roadway reconstructed with concrete in 2010 as part of the 2003 Bond Program
- 21 homes with Colorado frontage



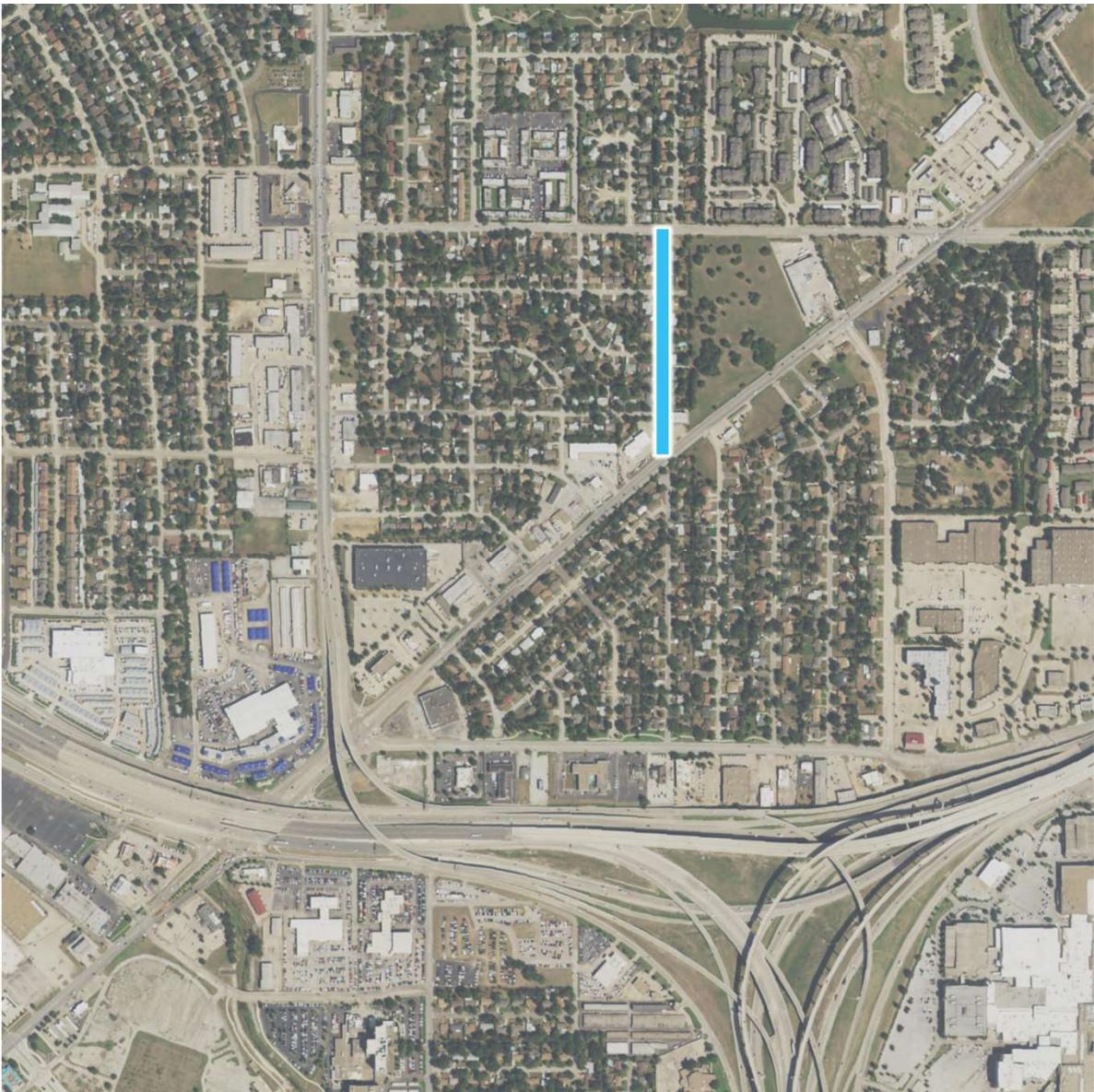
# Neighborhood Background

- Clearview Addition platted in 1958
- Most homes built 1958 – 1960



# Area Growth

- Loop 820
- Boulevard 26 is commercial corridor and regional connection to Grapevine / DFW Airport
- Bedford Euless Road / Strummer commercial development
- Surrounding area >90% developed



# Citizen Input

- 2009 – Speed Hump Request (considered with street reconstruction but did not receive sufficient resident support)
- 2017 – Speed / Volume data collection
- 2017-2025 – Residents reporting:
  - Speeding
  - High traffic volumes
  - Commercial traffic
  - Vehicles with loud exhaust
  - Incidents between residents and motorists

# Colorado Boulevard

Local Street Network

# Local Street Network

- Richland Oaks and Richaven Additions south of Boulevard 26 platted in phases from 1955 – 1959



# Local Street Network

- Five direct connections severed between Bedford Euless and Boulevard 26 in early 1990s
- Birchwood closed in 2017



# Colorado Boulevard

Traffic Data

# Currently Installed Traffic Calming Devices



Speed Cushions installed March 2018

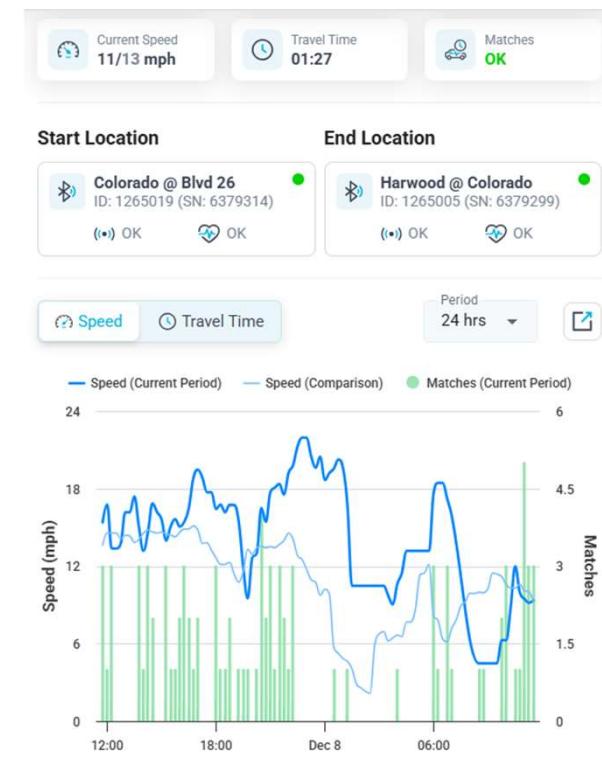
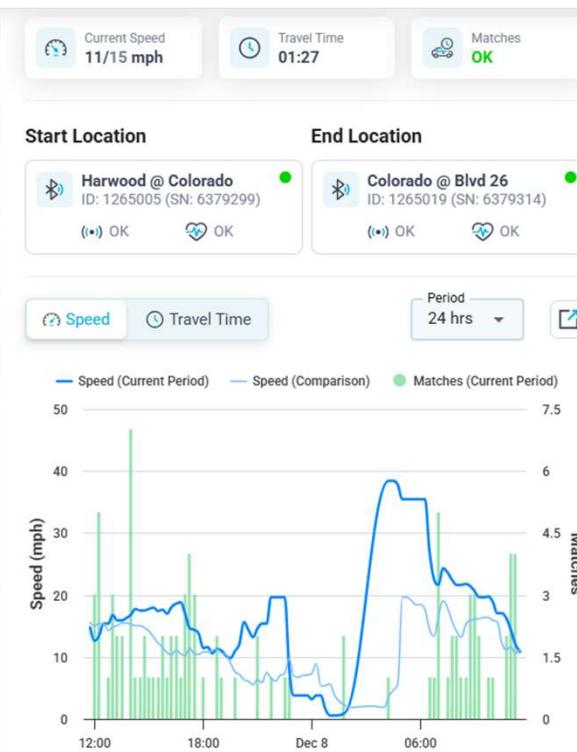
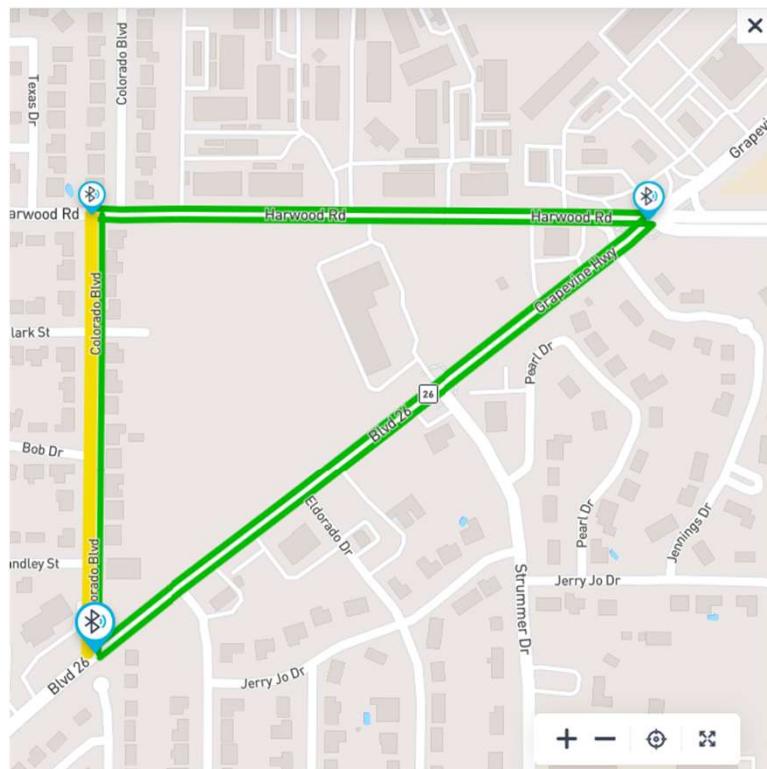


# Traffic Volume

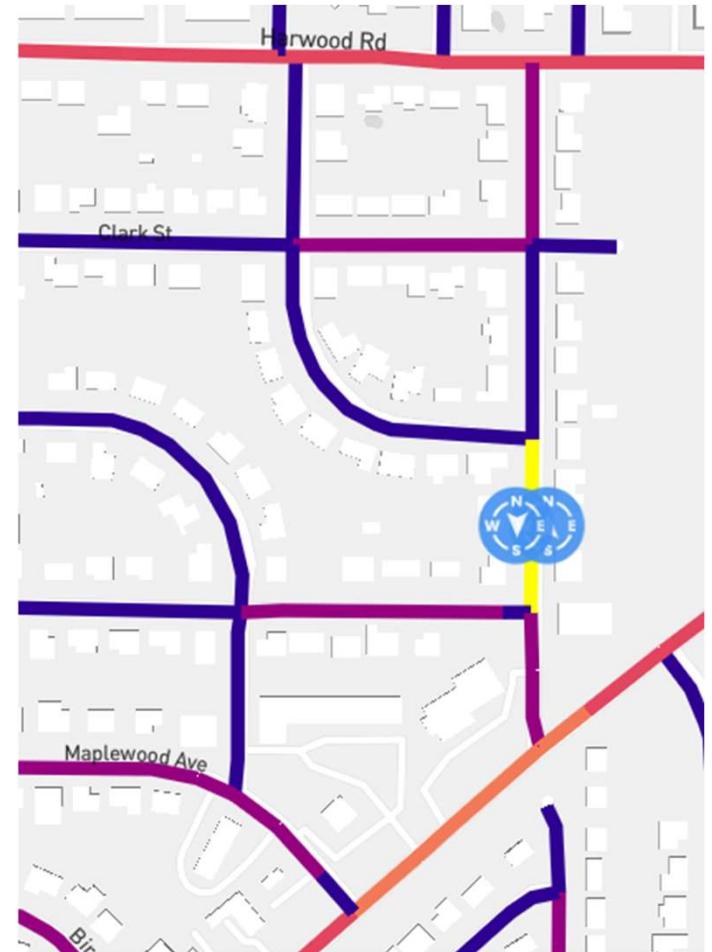
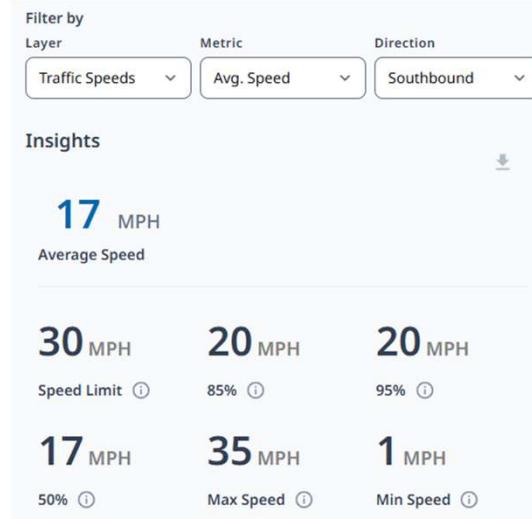
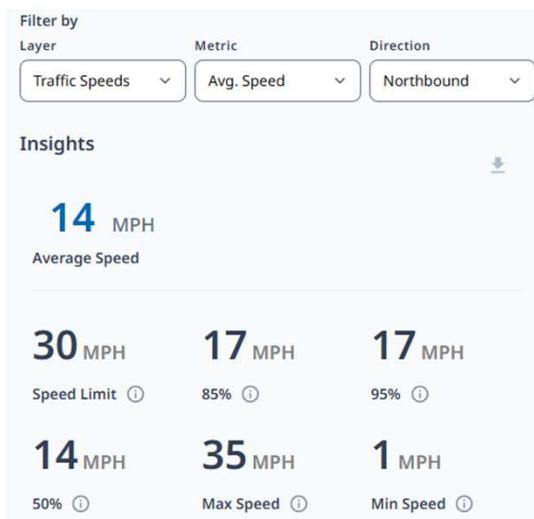
Date	Northbound	Southbound
December 2017	387	231
November 2018	223	137
January 2022	354	233
November 2023	506	431



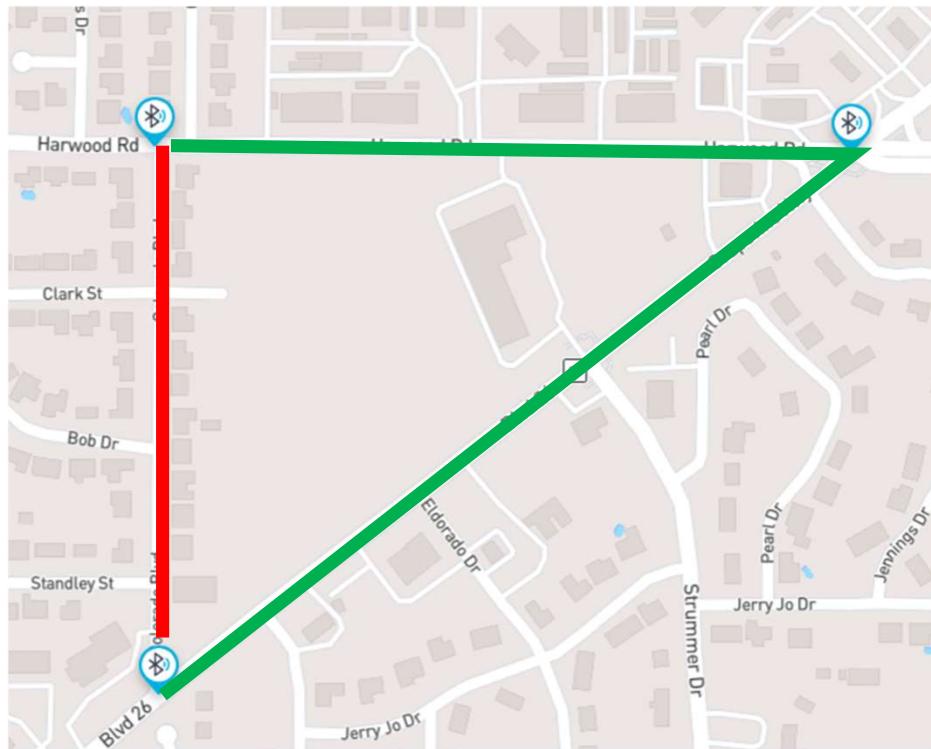
# Traffic Speed



# Traffic Speed



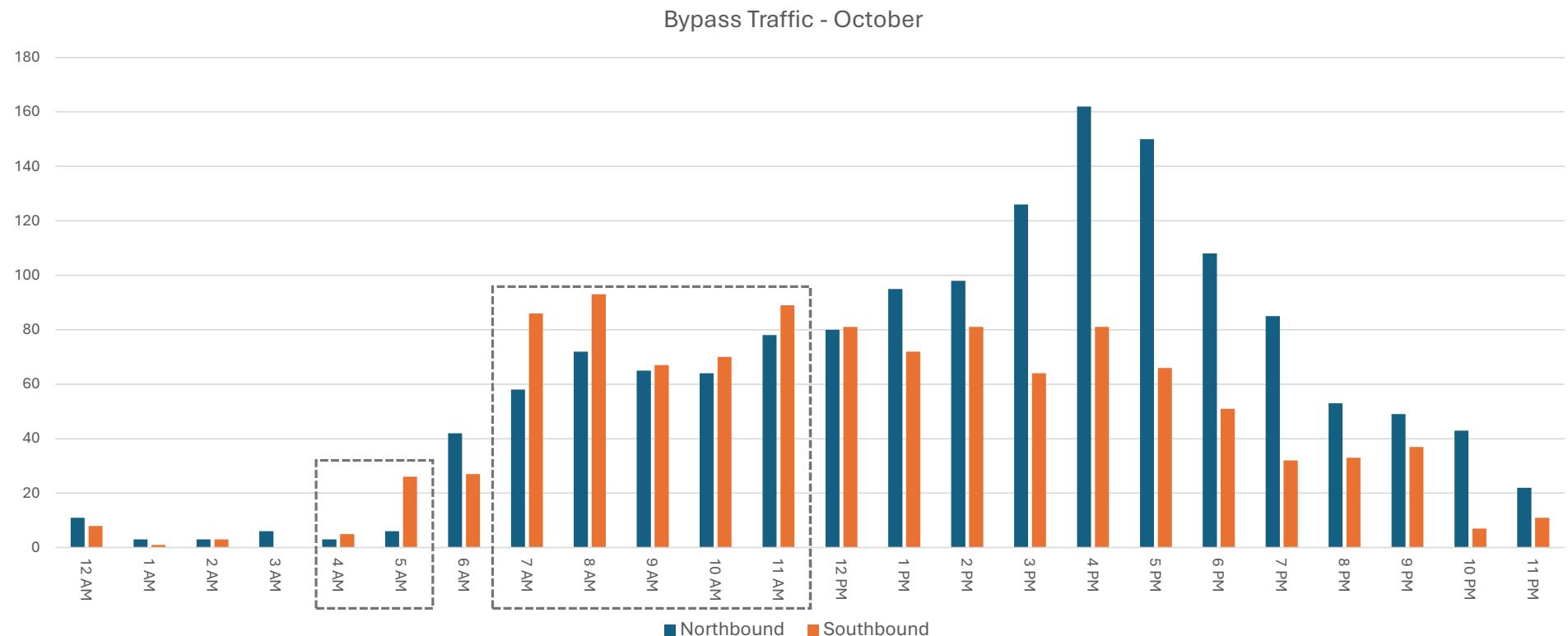
# Traffic Data – Bypass Traffic



October 2025  
Average trips per day

Via Signal		Bypass	
Northbound	Southbound	Northbound	Southbound
16	14	48	35

# Traffic Data – Bypass Traffic

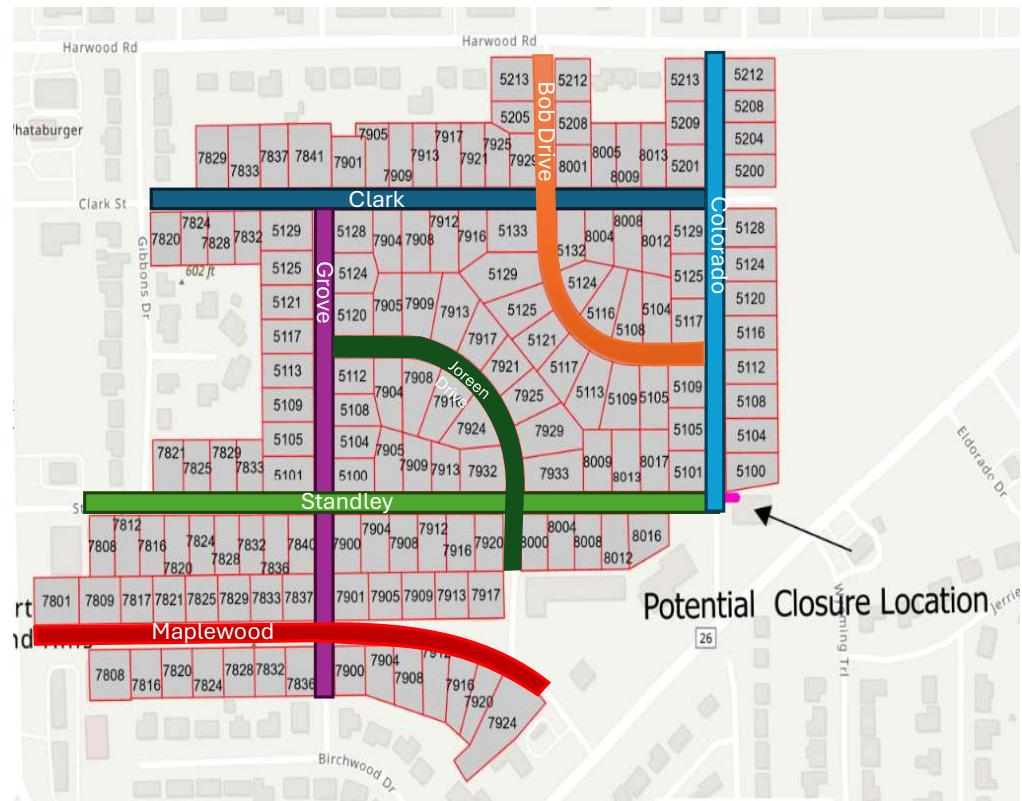


# Colorado Boulevard

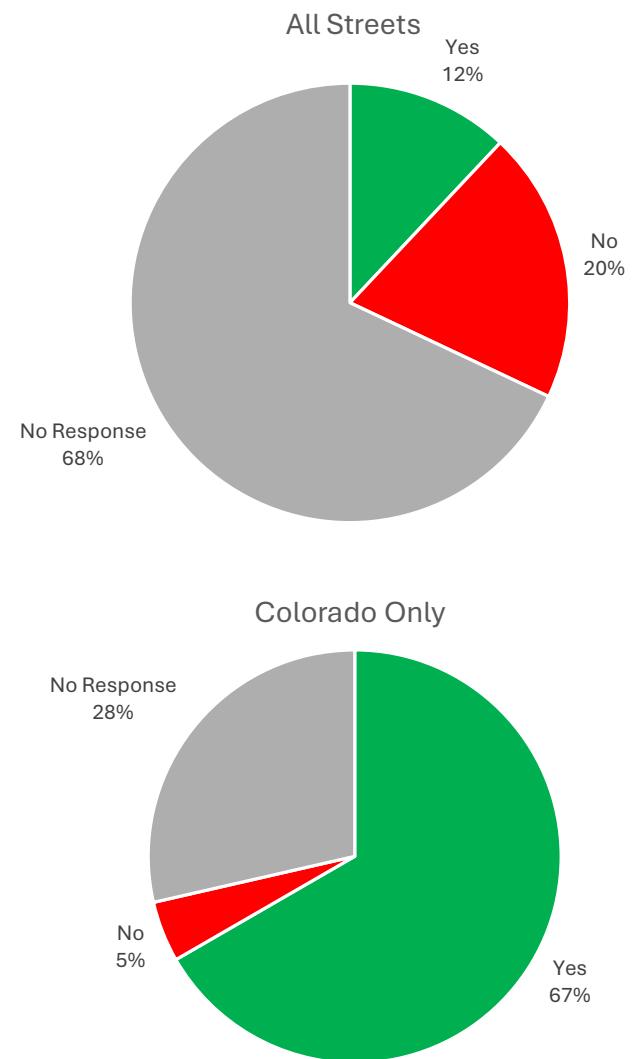
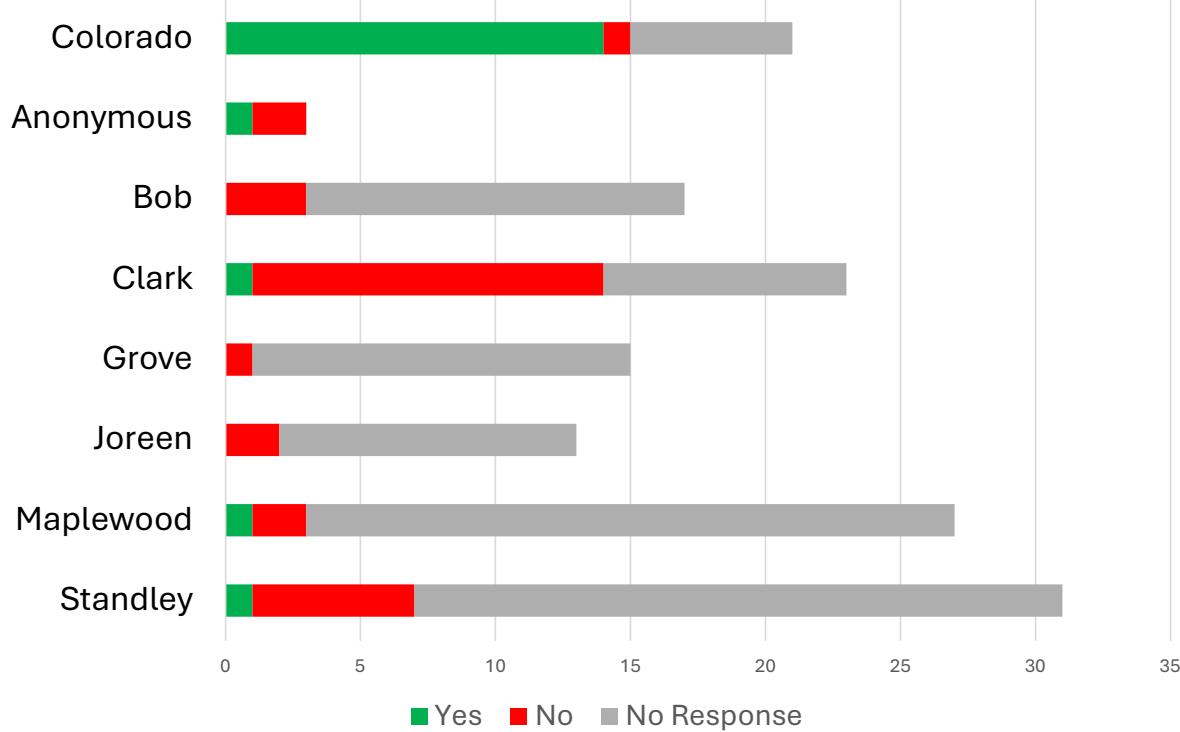
Resident Survey Responses

# Neighborhood Survey

Street	Sent	Yes	No	Response Rate
Colorado	21	14	1	71%
Bob	17	0	3	18%
Clark	23	1	13	61%
Grove	15	0	1	7%
Joreen	13	0	2	15%
Maplewood	27	1	2	11%
Standley	31	1	6	23%



# Survey Results



# Survey Results

Reasons property owners **SUPPORT** the closure of Colorado Blvd:

1. *"Safer and more quiet on the street my daughter got hit by a car while crossing the street."*
2. *"People drive very fast down our street, sometimes ignoring the speed bumps."*
3. *"To prevent unnecessary neighborhood traffic cutting through and increase safety for children."*

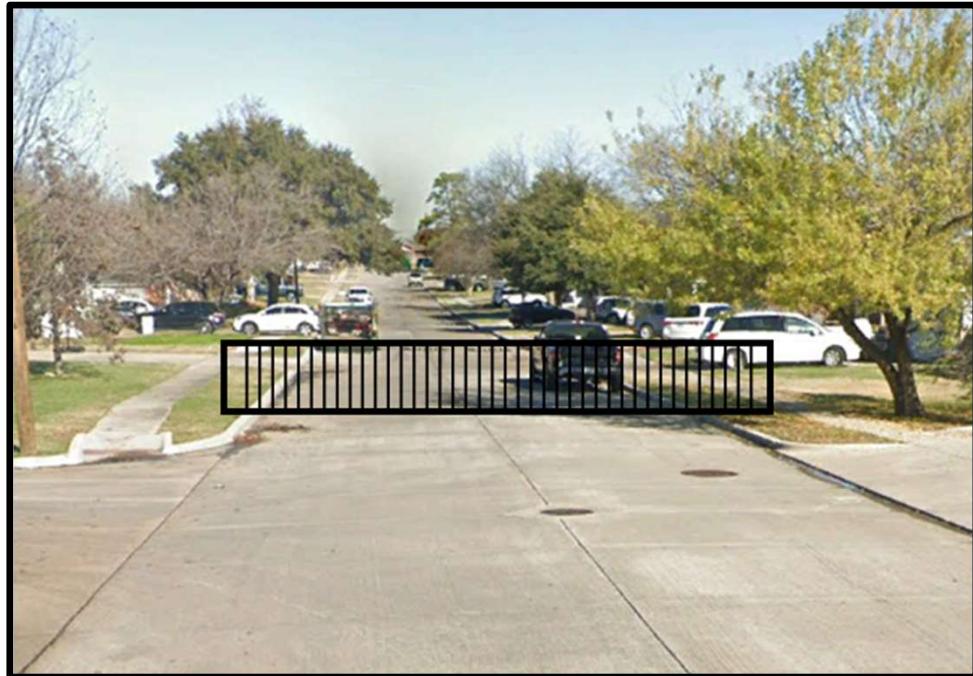
Reasons property owners **OPPOSE** the closure of Colorado Blvd:

1. *"Emergency access for Fire, Police, and Ambulance."*
2. *"Easier access to Blvd 26."*
3. *"It was extremely inconvenient when the road was closed for months when they were doing work. I had to drive around the long way to get to Harwood."*

# Colorado Boulevard

Closure Option

# Closure Option



# Questions & Council Feedback



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 26, 2026  
**SUBJECT:** Consider Ordinance No. 3944 amending Chapter 18, Article XII, "Rental Housing", Sections 18-976 and 18-977 to extend the deadline to obtain a Short-Term Rental Permit.  
**PRESENTER:** Stefanie Martinez, Managing Director

### **SUMMARY:**

Consider extending the Short-Term Rental property registration deadline from January 31, 2026, to February 28, 2026.

### **GENERAL DESCRIPTION:**

On October 13, 2025, the City Council adopted Ordinance No. 3925, establishing regulations for short-term rentals. The ordinance set a deadline of January 31, 2026, for properties operating as short-term rentals to obtain a permit in order to continue operations within the City.

Due to delays in the issuance of notices regarding the City's registration requirements by the third-party registration platform, staff recommends extending the deadline to February 28, 2026. This extension will provide operators with a reasonable timeframe to complete the registration process. The extension applies only to this initial registration year and will not extend beyond February 28, 2026.

### **RECOMMENDATION:**

Approve Ordinance No. XXXX to extend the initial registration deadline for short-term rentals from January 31, 2026, to February 28, 2026.

## ORDINANCE NO. 3944

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF NORTH RICHLAND HILLS, TEXAS, BY AMENDING ARTICLE XII, "RENTAL HOUSING," IN CHAPTER 18, "BUSINESSES," BY AMENDING SECTION 18-976, "DISCONTINUANCE OF OPERATION," TO AMEND THE DEADLINE FOR A SHORT-TERM RENTAL TO CEASE OPERATIONS WITHIN THE CITY IF THEY FAIL TO TIMELY OBTAIN A PERMIT; BY AMENDING SECTION 18-977, "CONTINUANCE OF OPERATIONS," TO EXTEND THE DEADLINE FOR A SHORT-TERM RENTAL TO OBTAIN A PERMIT IN ORDER TO CONTINUE TO OPERATE WITHIN THE CITY; 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**, Chapter 18 of the Code of Ordinances, City of North Richland Hills, Texas, regulates businesses in operation in the City; and

**WHEREAS**, Article XII in Chapter 18 of the Code of Ordinances, City of North Richland Hills, Texas, regulates rental housing in the City; and

**WHEREAS**, in an effort to understand the impact of short-term rentals operating within the City, the City has collected extensive community input through an electronic survey, physical surveys distributed at a dedicated town hall meeting, comments made during such town hall meetings, email communications submitted, and comments made during public hearings specifically regarding short-term rentals and the regulation of same; and

**WHEREAS**, the City also obtained input and comments from the operators of short-term rentals through the same methods mentioned for community input, as well as through two meetings held specifically for operators to attend and provide feedback and input on short-term rentals and the regulation of same; and

**WHEREAS**, residents have reported adverse impacts from increased traffic, reckless driving, on-street parking congestion, loud noise, and public nuisances associated with short-term rental activity; and

**WHEREAS**, short-term rentals have, in certain instances, been the source of large gatherings, parties, and events incompatible with the residential character of single-family districts; and

**WHEREAS**, the operation of unauthorized short-term rentals in single-family neighborhoods has generated complaints regarding excessive noise, late-night disturbances, and the disruption of quiet enjoyment; and

**WHEREAS**, many residents stated that they did not anticipate transient lodging operations when they purchased their homes, and view such uses as incompatible with their expectations of neighborhood stability and residential character; and

**WHEREAS**, the frequent turnover of short-term rental occupants undermines long-term neighbor-to-neighbor relationships and erodes the fabric of the community by reducing communication, familiarity, and trust among residents; and

**WHEREAS**, neighborhoods have expressed concern that the continual turnover of transient occupants diminishes the sense of safety, predictability, and accountability that is characteristic of stable residential communities; and

**WHEREAS**, mapping and analysis of the input from residents demonstrates that the negative impacts associated with short-term rentals are widespread and concentrated in single-family neighborhoods across the City; and

**WHEREAS**, unregulated short-term rental activity contributes to congestion, on-street parking conflicts, and increased demand on public services; and

**WHEREAS**, in addition to this input, the City has reviewed data and information from other cities' experiences with short-term rentals and used all of this data and information to develop a regulatory structure; and

**WHEREAS**, further the American Planning Association has acknowledged that there are many reasons for regulating short-term rentals, including the potential for the transformation of peaceful residential communities into "communities of transients" where people are less interested in investing in one another's lives, the potential for knowing or unknowing violation of local rules resulting in public safety risks, noise issues, trash problems and parking problems, the so-called "party house" issues, less availability of affordable housing options and higher rents, negative impact on local service jobs, lost tax revenue, and to alleviate tension between operators and neighbors; and

**WHEREAS**, the City Council is also aware of many articles, stories, and examples related to the public perception of the negative impacts of short-term rentals; and

**WHEREAS**, the use of single-family residences by individuals for short periods of time may negatively impact the residential character of many neighborhoods by reducing communication and accountability between permanent residents by partially substituting permanent residents with transient visitors; and

**WHEREAS**, the regulation of the use and operation of such short-term rental property is intended to prevent the further erosion of pre-existing and stable single-family neighborhoods, and further advance the City Council's goal of creating an exceptional quality of life for the community; and

**WHEREAS**, the rise of substitute land uses for residential property contributes to the shortage of affordable housing, both ownership and long-term rental; and

**WHEREAS**, the City Council finds that regulation of short-term rentals is necessary to protect the health, safety, and welfare of residents and to prevent the public nuisances created by the operation of short-term rentals within the City; and

**WHEREAS**, the City Council finds that regulation of short-term rentals is necessary to safeguard the life, safety, welfare, and property of short-term rental occupants, neighborhoods, and the general public; and

**WHEREAS**, the City Council finds that regulation of short-term rentals is necessary to minimize the adverse impacts resulting from increased transient rental uses in neighborhoods that were planned, approved, and constructed for single-family residences; and

**WHEREAS**, based upon the review of community feedback and data analysis, the City Council concluded that adoption of an ordinance regulating short-term rentals in the City is in the best interest of the City and its citizens; and

**WHEREAS**, the City Council concluded that the adoption of such an ordinance is in the best interest of maintaining the stability, quiet, and repose of lower-density residential districts for single-family owners; and

**WHEREAS**, on October 13, 2025, the City Council adopted Ordinance No. 3925 establishing regulations related to short-term rentals; and

**WHEREAS**, Ordinance No. 3925 established a deadline of January 31, 2026, for a short-term rental to obtain a permit in order to continue operations within the City; and

**WHEREAS**, the City now desires to extend that deadline to February 28, 2026, to ensure that short-term rentals have reasonable notice of the deadline and an opportunity to register by the deadline; and

**WHEREAS**, the City Council has determined that the proposed ordinance amendment promotes the health, safety, morals, and the general welfare within the City of North Richland Hills and is in the best interest of the City of North Richland Hills.

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

**SECTION 1:** Section 18-976, “Discontinuance of Operations,” in Article XII, “Rental Housing,” in Chapter 18, “Businesses,” in the Code of Ordinances, City of North Richland Hills, Texas, be amended by amending subsection (a) to extend the deadline for a short-term rental to cease operations within the city if they fail to timely obtain a permit from January 31, 2026, to February 28, 2026, to read as follows:

“(a) The owner or operator of a short-term rental who is unable, fails, or refuses to obtain a permit for operation as a short-term rental following the effective date of this division, shall discontinue the short-term rental use on or before February 28, 2026, or thirty (30) days from the notice of permit denial, whichever is later.”

**SECTION 2:** Section 18-977, “Continuance of Operations,” in Article XII, “Rental Housing,” in Chapter 18, “Businesses,” in the Code of Ordinances, City of North Richland Hills, Texas, be amended by amending subsection (a) to extend the deadline for a short-term rental to obtain a permit in order to continue to operate within the city from January 31, 2026, to February 28, 2026, to read as follows:

“(a) For properties located in zoning districts where short-term rental uses are not permitted by right, the owner or operator of a property used as a short-term rental prior to October 13, 2025, that comes into compliance with the requirements of this division, including obtaining a permit and paying all hotel occupancy taxes owed for the property or otherwise entering into a payment arrangement for said taxes with City, on or before February 28, 2026, may continue to operate so long as the owner or operator maintains compliance with all the requirements of this division.”

**SECTION 3:** 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 4:** 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 5:** Any person, firm, or corporation violating any provision of the Code of Ordinances, City of North Richland Hills, Texas, 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 6:** 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 short-term rentals or other single family rentals 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 7:** 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 8:** This Ordinance shall be in full force and effect upon publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** on the 26th day of January, 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:**

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Bradley A. Anderle, City Attorney

**APPROVED AS TO CONTENT:**

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Cori Reaume, Director of Planning



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager    **DATE:** January 26, 2026

**SUBJECT:** Consider authorizing the City Manager to execute a second and final amendment to the City's contract with Republic Waste Services of Texas, LTD for solid waste and recycling services to extend the term of the contract for one year, to expire on January 31, 2029.

**PRESENTER:** Trudy Lewis, Assistant City Manager

**SUMMARY:**

The City's contract for solid waste and recycling collection services with Republic Waste Services of Texas, Ltd., will expire January 31, 2028. The contract includes an original term of five years with the option to extend the contract term for two additional one-year terms. The first extension was approved on August 11, 2025, and this agenda item is a request to authorize the second and final one-year extension to the original contract.

**GENERAL DESCRIPTION:**

On December 13, 2021, City Council approved a contract with Republic Waste Services of Texas, Ltd., to provide solid waste and recycling collection services to the City of North Richland Hills. The contract was for a five-year period beginning February 1, 2022 and ending January 31, 2027. Included in the contract is an option to extend the contract for two additional one-year terms. All conditions included in the original contract would remain in place with the extension. Contract terms include:

- Two times a week "take all" service on Monday/Thursday or Tuesday/Friday
- Once a week Brush & Bulk collection, limited to (4) cubic yards per collection
- Once a week curbside recycling using 65-gallon carts on one of the regularly scheduled trash days
- Up to ½ cubic yard of flattened cardboard that does not fit in the recycling cart, can be placed next to the recycling cart for collection
- Curbside Christmas tree collection plus drop-off locations
- Monthly free entry into landfill for NRH residents (once a month per resident)
- All city facilities receive free collection
- 84 free hauls of roll off containers for the city
- \$15,000 donation each year to Keep NRH Beautiful
- \$10,000 donation per year for senior programming
- Dedicated route supervisor



- Five holidays per year with make-up days
- Annual rate adjustment beginning in year two equal to the same percentage as the Consumer Price Index for All Urban Consumers, Garbage and Trash Collection, with a drop in CPI equaling a zero percent adjustment and a 5% maximum adjustment in any given year.

Overall satisfaction with Republic's performance has been good.

**RECOMMENDATION:**

Authorize the City Manager to execute a second and final amendment to the City's contract with Republic Waste Services of Texas, LTD for solid waste and recycling services to extend the term of the contract for one year, to expire on January 31, 2029.

**AMENDMENT OF SOLID WASTE  
AND RECYCLING COLLECTION CONTRACT  
REPUBLIC WASTE SERVICES OF TEXAS, LTD**

This **AMENDMENT OF SOLID WASTE AND RECYCLING COLLECTION CONTRACT** ("Amendment") is made and entered into by and between **Republic Waste Services of Texas, LTD**, ("CONTRACTOR") and the **City of North Richland Hills** ("CITY") collectively referred to as the "parties" individually referred to as a "party."

**RECITALS:**

**WHEREAS**, on or about December 13, 2021, the parties entered into the **SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION, DISPOSAL, AND PROCESSING CONTRACT** (the "Contract") for solid waste collection, transport, disposal, and recycling services for residential and commercial customers of the CITY; and

**WHEREAS**, the Initial Term of the Contract was for five (5) years commencing on February 1, 2022, and terminating on January 31, 2027, with options to extend the Contract for two (2) additional one (1) year terms; and

**WHEREAS**, the first renewal option for 1 year was authorized on August, 11, 2025; and

**WHEREAS**, the parties desire to extend the Initial Term of the Contract for the second and final optional extension under the Contract.

**NOW THEREFORE**, in consideration of the mutual agreements hereinafter contained and in order to preserve and protect the public health of the citizens of the CITY, the parties hereby agree as follows:

**CONTRACT:**

**I.**

**SECTION 2. TERM** of the Contract is hereby amended to read:

**Initial Term.** The Initial Term of the Contract shall commence on February 1, 2022 (the "Commencement Date") and shall end on January 31, 2029 ("Expiration Date"), unless otherwise extended or terminated earlier.

**Extension Terms.** All contract extensions for this agreement have been exercised with no remaining extensions available.

II.

All other terms of the Contract not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have agreed to the foregoing and caused this Amendment to be executed as of the date set forth below.

**CITY OF NORTH RICHLAND HILLS:**

By: \_\_\_\_\_

Paulette Hartman, City Manager

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

**REPUBLIC WASTE SERVICES OF TEXAS, LTD:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
Alicia Richardson  
City Secretary/Chief Governance Officer

**APPROVED AS TO FORM AND LEGALITY:**

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

**AMENDMENT OF SOLID WASTE  
AND RECYCLING COLLECTION CONTRACT  
REPUBLIC WASTE SERVICES OF TEXAS, LTD**

This **AMENDMENT OF SOLID WASTE AND RECYCLING COLLECTION CONTRACT** ("Amendment") is made and entered into by and between **Republic Waste Services of Texas, LTD**, ("CONTRACTOR") and the **City of North Richland Hills** ("CITY") collectively referred to as the "parties" individually referred to as a "party."

**RECITALS:**

**WHEREAS**, on or about December 13, 2021, the parties entered into the **SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION, DISPOSAL, AND PROCESSING CONTRACT** (the "Contract") for solid waste collection, transport, disposal, and recycling services for residential and commercial customers of the CITY; and

**WHEREAS**, the Initial Term of the Contract was for five (5) years commencing on February 1, 2022, and terminating on January 31, 2027, with options to extend the Contract for two (2) additional one (1) year terms; and

**WHEREAS**, the parties desire to extend the Initial Term of the Contract for the first of two optional extensions under the Contract.

**NOW THEREFORE**, in consideration of the mutual agreements hereinafter contained and in order to preserve and protect the public health of the citizens of the CITY, the parties hereby agree as follows:

**CONTRACT:**

**I.**

**SECTION 2. TERM** of the Contract is hereby amended to read:

**Initial Term.** The Initial Term of the Contract shall commence on February 1, 2022 (the "Commencement Date") and shall end on January 31, 2028 ("Expiration Date"), unless otherwise extended or terminated earlier.

**Extension Terms.** Contractor shall notify the City of a request to extend the Initial Term on or before eighteen (18) months before the Expiration Date. Upon approval by the City Council of the City, the Initial Term may be extended by a contract of the Parties for one (1) additional one (1) year period upon the same terms and conditions as stated in the Contract.

II.

All other terms of the Contract not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties have agreed to the foregoing and caused this Amendment to be executed as of the date set forth below.

**CITY OF NORTH RICHLAND HILLS:**

By: \_\_\_\_\_

Paulette Hartman, City Manager

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

**REPUBLIC WASTE SERVICES OF TEXAS, LTD:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**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



## **SOLID WASTE AND RECYCLABLES COLLECTION, TRANSPORTATION, DISPOSAL, AND PROCESSING CONTRACT**

This Solid Waste and Recyclables Collection, Transportation, Disposal, and Processing Contract ("Contract"), is entered as of the Effective Date by and between the **City of North Richland Hills, Texas**, a Texas home rule municipality (hereinafter called "City"), and **Republic Waste Services of Texas, Ltd**, a Texas Limited Partnership qualified to do and doing business in the State of Texas (hereinafter called "Contractor" or "Republic"), acting by and through their duly qualified representatives. (City and Contractor collectively referred to herein as "Parties" and individually as "Party.")

### **RECITALS**

**WHEREAS**, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of solid waste and recyclables kept and accumulated by residential and multi-family neighborhoods; and

**WHEREAS**, Contractor is engaged in the business of collection and recycling of solid waste and is familiar with the requirements of the City and its solid waste services; and

**WHEREAS**, the City has determined Contractor to be qualified to carry out the terms of this Contract upon the terms and conditions and for the consideration hereinafter provided; and

**WHEREAS**, through a competitive process, the City Council has determined that Contractor provides the best value for solid waste services for City residents; and

**WHEREAS**, the City, therefore, desires to grant to Contractor the right to operate as the sole provider, to the limits allowed by State law and by City ordinance(s), for City-provided services of collection, transportation, and disposal of residential and multi-family residential garbage and trash, and recycling, subject to the terms of this Contract; and

**WHEREAS**, Contractor desires to operate and maintain the service of collection and transportation of residential garbage and trash, residential recycling, commercial and industrial wastes subject to the terms of this Contract.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

**INCORPORATION OF RECITALS:** The above recitals are accepted as part of this Contract for all purposes.

### **CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between City and Contractor for the performance of and payment for the Services contemplated herein, consist of the following:

- (1) This Contract and all attachments hereto
- (2) Request for Proposal 21-013 Solid Waste and Recycling Services (RFP)
- (3) Any Addendum(s) to the RFP



- (4) Contractor's Proposal in Response to the RFP (Contractor's RFP Response)
- (5) Applicable Performance, Payment and Maintenance Bonds
- (6) Certificate(s) of Insurance

If there is any conflict between the Contract documents, the order of precedence shall be the order in which the documents appear in this section.

#### **DEFINITIONS**

The words and phrases used in this Contract shall have the following meanings unless the context indicates a different definition. If the definitions provided herein differ from those in the most current version of the City of North Richland Hills's Solid Waste Ordinance now or in the future, the Ordinance shall prevail.

**"Acceptable Fencing"** means fence panels cut into four-foot (4') by six-foot (6") sections. Loose pickets must be tied and in bundles.

**"Acceptable Waste"** means any non-hazardous waste that is Solid Waste, including Yard Waste, Trash, Bundles, and Bulky Waste, Acceptable Brush, and Acceptable Fencing, except for "Unacceptable Waste", as defined herein.

**"Backdoor Garbage Service (Elective Carry-Out Service)"** means the collection of Acceptable Waste from behind the building line. The waste shall be placed in front of the building facing the street in such a manner visible from the street as to be accessible without entering a gate. Backdoor Garbage Service shall be provided at an additional charge for all households who request this service.

**"Bag"** means a plastic sack no more than 33 gallons in size designed to store waste with sufficient wall strength to maintain physical integrity when lifted by the top and placed curbside for Waste collection.

**"Brush Bundles"** means any cuttings or trimmings from trees, shrubs, or lawns, including green waste. Limbs should not exceed four (4) feet in length and not exceed four (4") in diameter. All Brush must be tied in bundles that are stacked in such a way as to allow safe lifting by the employee into the collection vehicle. No stacks, bags, bundles, or containers shall exceed fifty (50) pounds in total weight.

The term "Brush Bundles" specifically excludes debris resulting from the services of a Commercial Service Provider.

**"Bulky Waste"** means large rubbish items including but not limited to White Goods, bicycles, furniture, rugs, mattresses, televisions, fence material, auto parts, and other similar oversized items which are customary to ordinary housekeeping operations of a Residential Unit.

**"Cart"** means 95-gallon plastic receptacles issued by Contractor to Residents, equipped with wheels, handles, and a tight-fitting cover, designed for automated or semi-automated waste collection vehicles. The weight of a Cart and its contents shall not exceed approximately 170 lbs.

**"City"** means the City of North Richland Hills, Texas.

**"Collection"** means the act of removing Refuse and Bulky Waste for transport to a Disposal Facility, the act of removing recyclables for transport to a Materials Recovery Facility (MRF).

**"Collection Area"** means that portion of the City in which Contractor provides collection services as described in this RFP.

**"Commercial Unit"** means all commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other nonmanufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City.



**“Commercial Waste”** means all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

**“Commercial Service Provider”** means a commercial business enterprise that provides tree limb cutting and removal, or complete tree and stump removal services.

**“Compactor Unit”** means a mechanical unit that receives, compacts, and reduces the volume of municipal waste, refuse, or garbage, whether stationary or mobile.

**“Construction and Demolition Debris”** means waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from the demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

**“Container”** means a receptacle with a capacity of at least 18 gallons but not greater than 96 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting, the mouth of which has a diameter greater than or equal to that of the base.

**“Contract Administrator”** means the City Manager or his designee responsible for actively interacting with Contractor to achieve the Contract’s objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; mediating and expediting timely resolution customer /Contractor issues, and other duties necessary to implement the Contract.

**“Contractor”** means the person or business entity that enters into the Contract with the City to perform the services described in this RFP and/or the accepted proposal.

**“Curbside”** means within 3 feet of the curb that provides primary access to the Unit as designated by the City unless such placement interferes with or endangers movement of vehicles or pedestrians.

**“Customer”** means the owner or tenant of a Residential Unit, Commercial Unit, and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by Contractor under the Contract.

**“Dead Animals”** means animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

**“Detachable Container”** (also referred to as “dumpster”) means a watertight, all-metal Container, equipped with a tight-fitting metal or plastic cover, and plugged to prevent drainage of leachate. The term shall also apply to Containers of larger sizes (i.e., “roll-offs”).

**“Disposal Facility”** means a duly permitted sanitary landfill selected by Contractor for the disposal of the Waste and Bulky Waste collected by Contractor from the City during the Contract Term.

**“Front End Loader (FEL)”** means a Container intended for high-volume refuse generation by Multi-Family Residence facilities, and capable of pickup and transport to a Landfill by loading of the container onto the front of transporting vehicle.

**“Garbage”** means Municipal Solid Waste (MSW) consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.



**“Generator”** means a person or municipality that produces or creates municipal waste.

**“Green Waste”** means leaves, grass, brush, and other vegetative matter.

**“Hazardous Waste”** means any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. S6901, et, seq., as amended.

**“Industrial Unit”** means all industrial businesses and establishments, including manufacturing facilities, premises, locations, or entities, public or private, within the corporate limits of the City.

**“Industrial Waste”** means solid waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

**“Medical Waste”** means Waste generated by healthcare-related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from healthcare-related facilities which are comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).

**“Municipal Solid Waste (MSW)”** means wastes consisting of everyday items such as product packaging, grass clippings, furniture, clothing, bottles and cans, food scraps, newspapers, appliances, consumer electronics, and batteries. These wastes come from homes; institutions such as schools and hospitals; and commercial sources such as restaurants and small businesses. Municipal Solid Waste does not include municipal wastewater treatment sludges, industrial process wastes, automobile bodies, combustion ash, or construction and demolition debris or Unacceptable Waste. The term does not include source-separated recyclable materials.

**“Multi-Family Dwellings”** means structures for residential living consisting of attached units in which three or more families reside and claim as their permanent address.

**“Non-Recyclables”** means any materials in the Single Stream Materials or Recyclables that are not Recyclables.

**“Performance Bond”** means a corporate surety bond that guarantees compensation to the City if it must assume the obligations and/or duties of Contractor to continue the service as defined by the Contract’s Specifications.

**“Permanent Containers”** means any closed, waterproof, plastic or metal container or can with a capacity or volume of thirty-three (33) gallons or less and which is capable of containing solid waste or trash without leaking or emitting odors, and which weighs, when loaded, less than fifty (50) pounds.

**“Permit”** means a permit issued by the State of Texas or other governmental entity to operate a municipal solid waste landfill or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit issuance, and permit renewal.

**“Processing”** means any technology used to reduce the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

**“Proposal Bond”** means the corporate surety bond or a certified check drawn on a national bank, in the



amount specified in the Instruction to Proposers, submitted with the Proposal as a guarantee that the Proposer will, if called upon to do so, accept and enter in the Contract.

**"Recyclable Material"** means a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be Solid Waste, concerning the party abandoning or disposing of such material. Residential Recyclables include juice boxes, glass containers (clear, brown, green), tin-steel cans, paper board, cardboard, magazines, aluminum cans, newspapers, junk mail, phone books, office paper, and plastics all codes (#1 through #7, except for # 6, which is Styrofoam products).

**"Recycle" or "Recycling"** means the collection, separation, recovery, and sale or reuse of metals, glass, paper, leaf waste, plastics, and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than fuel for the operation of energy.

**"Recycling Container"** means a plastic receptacle with a capacity of 65 or 95 gallons designed for the Curbside Collection of Recyclable Materials.

**"Recycling Facility"** means a facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "Recycling Facility" shall not mean transfer stations, or municipal solid waste landfills, composting facilities, or resource recovery facilities.

**"Refuse"** means all putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid commercial and industrial wastes.

**"Residential Construction Debris"** means waste building materials generated by the homeowner at their residence resulting from construction, remodeling, repair, or demolition operations. The term Residential Construction Debris does not include dirt, concrete, rocks, bricks, or roofing shingles, or waste generated as a result of contractor services used for the activities herein described.

**"Residential Curbside Recycling"** means the collection of Recyclable Materials placed by Customers residing in Single-Family Structures at Curbside for collection, the delivery of such materials to a Recycling Facility, and the subsequent recycling of the collected materials.

**"Residential Unit"** means a residential dwelling occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit.

**"Residence"** means any house, dwelling, multi-unit residence, apartment house, or any building put to residential use except Multi-Family Dwellings.

**"Residential Waste"** means all Refuse, Garbage, and Rubbish, and other Solid Waste generated by a Customer at a Residential Unit.

**"Roll-off Container"** means a Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transporting to a Municipal Solid Waste Landfill by loading of the Container onto the rear of transporting vehicle, but excluding a Stationary Compactor.

**"Small Businesses Garbage Generator"** means a commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.



**"Rubbish"** means nonputrescible solid wastes (excluding ashes), consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, and similar materials.

**"Solid Waste"** means Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or re-pressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

**"Special Waste"** means Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in a bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of a chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste".

**"Source-separated Recyclable Materials"** means Recyclable Materials that are separated from MSW at the point of origin for Recycling.

**"Third Party Provider"**: A commercial business enterprise or commercial service provider providing services to Residential Units.

**"Trash"** means non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; non-combustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

**"Unacceptable Waste"** means any Waste, the acceptance, and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing more than ten pounds (10 lbs.), solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

**"Unusual Accumulations"** Any Residential Unit Waste placed curbside for collection which does not meet the specifications defined by this Agreement for regular garbage, bulky waste, and yard waste including any Waste placed in a bag or other container. Contractor has the right to take photographic evidence of



Unusual Accumulations, and the option to provide for the collection of Unusual Accumulations for a fee after inspection and pricing by Contractor supervision.

**“Waste” or “Waste Materials”** means all Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor according to the Contract. The term "Waste" specifically excludes Unacceptable Waste.

**“White Goods”** means refrigerators that have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

**“Yard Waste”** means accumulations of lawn, grass, or shrubbery cuttings or clippings, and dry leaf raking, small tree branches (not to exceed 4 feet in length, nor 4 inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created by refuse in the care of lawns and yards, except large branches, trees, bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Notwithstanding the foregoing, all trees, shrubs, and brush trimmings must be stacked, or tied together in a manner to allow an employee to reasonably lift the bundle into the truck, and no such bundle or stack shall exceed fifty (50) pounds in weight.

### **GRANT OF CONTRACT**

**Grant of Contract and Franchise.** To the extent allowed by law, City hereby grants to Contractor:

- (a) the sole and exclusive franchise, license and privilege within City's Limits to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Residential, Commercial and Industrial Customers located within City's incorporated limits; with the exceptions listed below; and
  - 1) A person may haul garbage, refuse, or recyclables, originating within his family dwelling unit to an approved disposal facility, providing his means of conveyance is approved by the department of environmental health as being sanitary and of a type that will prevent the spilling or leakage of its contents, littering and the emanation of disagreeable odors
  - 2) The City may authorize the collection, removal, and disposal of all solid waste under such terms, conditions, and limitations deemed necessary in the event of a Force Majeure event or in the interest of preserving the immediate public health, safety, and welfare
- (b) The sole and exclusive franchise, license, and privilege to collect Waste Materials and Recyclable Materials during the Term of this Contract from all Municipal Facilities.

### **TERM**

#### **CONTRACT TERM**

**Initial Term.** The Initial Term of the Contract shall commence on February 1, 2022 (the “Commencement Date”) and shall end on January 31, 2027 (“Expiration Date”), unless otherwise extended or terminated earlier.



**Extension Terms.** Contractor shall notify the City of a request to extend the first term on or before eighteen (18) months before the Expiration Date. Upon approval by City's City Council, the Initial Term may be extended by a contract of the Parties for up to two (2) additional one (1) year terms upon the same terms and conditions as stated in the final contract.

### RATES

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Exhibit "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section "Modification of Rates" below.

### SCOPE OF WORK

**General/ Service Contracts.** The work to be performed by Contractor pursuant to this Contract shall consist of:

**Residential Solid Waste Collection:** Contractor shall provide twice per week take-all collection of Acceptable Waste from customer-provided permanent containers or temporary containers (bags). No container or bag shall exceed 50 pounds.

The Acceptable Waste will be collected on Monday-Thursday or Tuesday-Friday.

The amount of Acceptable Waste to be collected will be unlimited per service day, excluding Brush and Bulk Materials. The amount of residential Bulk and Brush that will be collected is identified below under the Residential Bulk Collection heading.

Collections shall be made from Residences on a regular schedule on the same day and approximately the same time each week.

Contractor shall provide once per week collection, on one of the regular MSW collection days, of Recyclables placed in the Residential Unit's designated 65-gallon Recyclables Cart. The Recycling Cart shall be provided by the Contractor.

Boxes outside of the cart, not to exceed ½ cubic yard, will be collected on recycling collection day.

**RECYCLABLES** must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing, and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts, and pamphlets
Plastics not listed above including but not limited to those with symbols #3*, #4*, #7*	Cartons, Aseptic Containers



**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups, and pizza boxes	
Expanded polystyrene and #6 plastics	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags, or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

**Delivery Specifications.** Single Stream Material collected within The City and delivered by Contractor to the Recycling Facility may not contain more than 20 % Non-Recyclables or Unacceptable Waste. For Recyclables not meeting the specifications, above the allowable percentage, the City may pay a contamination charge for additional handling, processing, transporting, and/or disposing of Non-Recyclables.

A report of each non-conforming load detailing the composition of the load and including photographic evidence of the load will be provided to the City within 24 hours of the load being transported to the Disposal Facility.

**Residential Bulk Collection:** Contractor will collect Brush & Bulk materials one time per week, limited to four (4) cubic yards of combined Acceptable Brush and/or Bulk material per collection. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner, and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician before their placement for collection.

Construction debris must be Residential Construction Debris

**Residential Unusual Accumulation Collection** When a Customer desires collection of more material than the weekly limit, the resident can request an Unusual Accumulation Collection for a fee. The fee will reflect a cost per hour for the vehicle, plus applicable disposal. Any additional fees that might be charged to a Customer for services that will be rendered over and above the requirements of the Contract will be determined after visual inspection by Contractor's supervisor, and such fees will be approved by the Customer before commencing work.

**Residential Recycle Carts** Contractor shall supply, maintain, and replace all Recycling Carts as necessary to ensure good appearance and proper function. Contractor shall retain ownership of the Carts provided.



Upon notice from the City, Contractor shall deliver Recycle Carts to new Customers who move into the Collection Area. Contractor will be responsible for responding to requests from and delivering Carts to, Customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used Carts must be cleaned before reentry into the system and delivery to Customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered.

The Carts shall be provided with instructions for proper use, including any Customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Should a Cart be lost or stolen from a Residential Unit, the Resident is to obtain a replacement Cart by contacting Contractor directly. Where a replacement Cart is purchased by the Contractor to replace an existing Cart, Contractor shall be allowed to assess a fee as stated in Exhibit A (for the same size cart) to the Resident, which the Resident is obligated to pay. If a Cart is damaged while at a Residential Unit, the Resident shall contact Contractor directly to request a replacement Cart. Contractor shall replace a damaged Cart with a reconditioned Cart at no additional charge. Contractor shall deliver a reconditioned Cart within (2) business days after notice by the Resident. Reconditioned Carts must be cleaned before re-entry into the system and delivery to Residents. Damaged Carts shall be removed at the same time a reconditioned or replacement Cart is delivered.

In the case of an existing service address whose previous resident has left a Recycling Cart; no formal notification will be given to Contractor. In the case of newly-constructed homes or existing homes that do not have a Cart, the City will provide the Contractor with a formal request for new service after the utility department sets up the new home, or new homeowner, as a new account. New service Carts will be provided within the second business day following the request with pick up available on the next scheduled day following delivery.

**Small Business Collection** Collections from all Small Business Garbage Generators shall be performed at least weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by the City. The collection will be performed using plastic bags or customer supplied containers, which shall not exceed 33 gallon in capacity and weigh no more than fifty (50) pounds per bag or container. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Contractor shall be responsible for providing notice first to the customer and then to City staff if it believes garbage is not prepared and/or located in an area accessible to the collection vehicle. However, the City shall be the sole and final judge as to such conditions and locations.

**Front End Loader Container Collection** Contractor shall make at least two (2) weekly collections at all commercial establishments subject to the terms of the Contract and at sufficient additional intervals necessary to perform adequate services and to protect the environment, unless otherwise approved in advance by the City, provided however, where the refuse is exclusively non-putrescible in nature, one weekly collection is permitted.

Contractor shall not be required to perform during emergencies resulting from Acts of God or where proper payment has not been received.

Within the Collection Area, the collection shall be performed Monday through Saturday between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Contractor shall adjust schedules and times of collection to avoid disturbance of residential premises



adjacent to a commercial, industrial and institutional premises when picking up from commercial, industrial and institutional customers prior to 7:00 a.m.

Dumpsters will be located at a place convenient and safely serviceable to the Contractor and the Commercial Customer.

Contractor or City shall not be responsible for damage which is not negligently or willfully caused by the Contractor to any private pavement or accompanying sub-surface, or any drive approach connecting said private pavement to public street or alley, of any route reasonable necessary to perform the services in the Contract.

No commercial container, dumpster or roll-off container should be overloaded to the point where the lid or covers will not close, or the tarp will not properly cover the load. The Contractor may decline to empty an overloaded container until the Customer unloads the dumpster or roll-off container to the point where the lid(s) will close, or where the load may be safely tarpred prior to transport.

**Roll-Off Container Collection For Construction And Demolition Debris, Remodeling & Construction**  
To the extent allowed by law, the Contract will provide exclusive rights to Contractor for the collection of Construction and Demolition Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling and construction activities, which are generated in quantities requiring a Roll-Off Container for on-site storage, collection, and transport.

**Stationary Compactor Units** For those businesses that utilize Stationary Compactor Units, the Contract shall provide for the collection and transport of the Compactor Unit's Detachable Container. The purchase, lease, installation, maintenance and repair of the Stationary Compactor Unit or any related parts or accessories, as well as the Detachable Container are between Contractor and the property owner/manager. If a business wishes to rent a Detachable Container, Contractor shall provide such Container(s) at the rental rates in the Roll-Off rate schedule in Exhibit A.

Contractor shall be allowed to utilize existing Detachable Containers. Contractor shall maintain and replace Detachable Containers as necessary to ensure good appearance and proper function. Contractor shall replace Detachable Containers with graffiti within three business days after notification of same.

Detachable Containers will be standard Containers capable of being serviced by front load, collection vehicles and/or roll-off vehicles compatible with compactor and open-top containers.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by Contractor. The City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

Contractor is not required to collect from Detachable Containers if access across the Customer's private property is blocked.

Detachable Containers supplied by Contractor shall be painted a uniform color, bear the name of the Contractor, and bear a serial number coded for Container size. Republic shall, at its own expense, annually for all customers or within five (5) business days for new customers, provide customers with a mailer, via either water bill insert, or direct letter to commercial customers, which shall include Republic's company contact information. Detachable Containers (Dumpsters) placed for the collection of wet or odorous wastes shall be painted, or changed out, at least once every 2-1/2 years.

Roll-Off Compactor containers shall be steam cleaned at least once each year or as directed by the City. Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti.



Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted if necessary, before being supplied to a City facility that has not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days of delivery of a written request by the City.

If appropriate to serve the City's needs and/or locations, the City may require Contractor to install and service a front-end load Detachable Container. The City may also require Contractor to equip a Detachable Container with plastic lids.

Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

Damage to Detachable Containers on Customers' premises is at Contractor's risk, as between those parties and without affecting the risk or liability of others.

Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

#### **COLLECTION OPERATIONS – GENERAL PROVISIONS**

**Operations.** Contractor shall provide operations in accordance with "Proposal Tab 6 Operational Plan and Safety Record Report ('Tab 6')," beginning on page 95 of Contractor's RFP Response. This provision included herein in this Contract is only intended to be a summary of the Operations Collections set forth in Contractor's RFP Response, Tab 6. This provision is not intended to modify or replace the language set forth in Tab 6. In accordance with Tab 6, Contractor specifically agrees to the following:

- (a) Generally, Contractor shall provide 12 residential trash routes for service Mon/Tues and 10 residential routes for service Thu/Fri.
- (b) Contract shall utilize a mini rear load collection truck to serve as a roving route to assist with missed collections, late set outs, delayed collections on other routes and to assist in tighter alley collections areas of the City.
- (c) Residential Recycle – Contractor shall utilize three (3) new low hopper style automated/manual side load collection vehicles to allow manual collection of excess flattened cardboard boxes outside the cart.
- (d) Contractor shall provide an additional, full time Operations Clerk dedicated to the City with the responsibility for monitoring all communications from the City and Contractor's call representatives. This position will relay appropriate information to the operations team, provide daily updates to the City regarding time and nature of resolutions, and be responsible for all daily, monthly, and annual reporting requirements.
- (e) Contractor shall establish a dedicated e-mail inbox to receive communications from city staff and any online submissions related to the services under this Contract, including date and time of call,



date and time of disposition of resolution, and allow for real time access and extraction of reports by both the City and Contractor.

- (f) Contractor shall establish a dedicated local phone number exclusively for the North Richland Hills community. Calls to that number shall be managed by local agents with unique knowledge of the specific service details and contractual requirements in North Richland Hills. The Operations Clerk shall be responsible for providing a daily report with specific details and resolution of each issue in accordance with Tab 6 and the RPF.
- (g) Contractor shall provide two (2) customer service representatives to assist the local agents and Operations Clerk in the performance of their duties under this provision.

**Hours of Collection.** Collection of Waste Material from Residential Customers shall not start before 7:00 A.M. or continue after 7:00 P.M. on the same day in any area of City's Limits which is located in a residentially zoned area or otherwise within 500 feet of a Residence, unless otherwise agreed by City and Contractor, or when Contractor reasonably determines that an exception is necessary to complete collection on an existing collection route due to unusual circumstances. Residential collections, under any selected Option, will be performed between Monday and Friday, except when a Contract Holiday falls on a normal collection day, in which case the collection schedule will be as described below.

Within the collection area, Commercial and Industrial collection shall be performed between the hours of 5:00 am. and 7:00 pm. within the confines of the current ordinances of the City. Commercial collections shall be made on a regular schedule on the same day and approximately the same time each week. Commercial and Industrial collections will be performed between Monday through Saturday.

Notwithstanding the foregoing to the contrary, collection on all routes will be completed no later than 7:00 P.M. each service day unless:

- (a) The City has been contacted by the Contractor with a description and justification of the unusual circumstances that justifies a later collection, and City approves the request before the collection; and.
- (b) The City determines that the collection will not result in a violation of the City's ordinances regarding excessive noise outlined in the Code of Ordinances, as amended.

**Collection Routes.** Contractor shall work with City staff to develop routes before the Commencement Date. Contractor may request changes to collection routes that are determined to be more efficient than those in effect on the Commencement Date or to which the Parties later agree; provided, however, no change in collection routes shall be made unless:

- (a) such change has been approved in writing by the City Manager or their designee, which shall not be unreasonably withheld or delayed; and
- (b) if the change will require a change in the days Waste Materials and/or Recyclable Materials are collected from a Residential Customer, Contractor has provided written notice to each Residential Customer whose collection dates will change not later than fifteen (15) days before the date of the new collection dates become effective.

**Holidays.** Contractor shall perform collection on all days except for New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. The Contractor must provide a make-up day the next working day following the holiday, so that each customer receives the same number of collection days as



would normally be received in a non-holiday week. For a Monday holiday, Monday and Tuesday pickup will be delayed by one day. For a Tuesday holiday, Tuesday pick-up will be on Wednesday. For a Thursday holiday, Thursday and Friday pick-up will be delayed by one day. For a Friday holiday, Friday pick-up will be on Saturday.

**Complaints.** Customer complaints shall be directed to the Contractor.

Contractor agrees to provide two (2) full-time employees designated to receive complaint calls from customers within North Richland Hills and said employees will at no time receive incoming calls from cities other than those emanating from the North Richland Hills contract.

Contractor will provide one full-time operations clerk dedicated to the North Richland Hills contract that will have the responsibility of monitoring all communications from the City and Republic's call representatives.

Contractor shall notify the City weekly, in writing by email, of all complaints received from Residential, Commercial, or Industrial Customers. The email shall contain the address of the Customer about which the complaint is made, the time of the call, and a summary of the follow-up action taken to resolve the issue.

The process for handling incoming complaint calls is specified in Exhibit C.

Contractor shall arrange for collection on the next business day, before noon, after receipt of a missed collection complaint (Saturday shall be considered a business day for the resolution of missed Friday pickups).

If the missed pickup is a result of Customer related acts or omissions, Contractor shall take appropriate action to cause such Customer to subsequently properly set out the Container, and shall notify the City of such action.

As requested by the City, Contractor shall make available GPS tracking reports for residential collection vehicles.

**Collection Equipment** All vehicles, facilities, equipment, and property used in the performance of this Contract shall be provided by Contractor. At the start of this Contract, all vehicles used in collection shall be in good operating order and not older than four (4) years (i.e., year model 2018 or newer). If such vehicle is not model year 2018 or newer at the start of this Contract, Contractor shall replace such vehicle with a vehicle that is model year 2018 or newer no later than September 1, 2022. At no time during the Term of this Contract, or any Renewal Term, shall a vehicle be used for collection that is older than 10 years. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards. Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in the Contractor's color schemes. The vehicles shall have the number of the vehicle painted on each side of each vehicle and on the rear of the vehicle in a contrasting color from the body color, the letters to be at least six inches high. No advertising shall be permitted other than the name and address of Contractor. Contractor shall place the appropriate customer service telephone number on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified in the Contract. Collection vehicles shall be capable of handling, in the safest and efficient method available, the Carts or Containers and material specified for each structure on its route. All such vehicles shall be operated in conformity with the laws of the State of Texas.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and the driver may communicate during the route



collection.

Contractor shall furnish to City an inventory of all equipment and vehicles to be used according to this Contract. Contractor shall provide City an updated list not later than ten (10) business days after Contractor adds and/or deletes a vehicle or piece of equipment that is being used in the City unless the addition or deletion is only for a temporary period to allow for the repair of a vehicle or piece of equipment that is on the inventory that has been temporarily removed from service.

Contractor acknowledges that it has represented in the Proposal that Contractor can access temporary replacement equipment and vehicles to be able to maintain a consistent level of collection services as required by this Contract.

**Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Facility operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

**Spillage:** The Contractor shall not be responsible for all scattered Waste categories as defined in this Contract unless the same has been caused by Contractor, in which case all scattered Waste shall be collected by Contractor on the same day such spillage occurs.

**Point of Contact:** All dealings and contacts between Contractor and The City shall be directed between the Public Sector representative of Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by The City.

#### **REPORTING REQUIREMENTS**

The Contractor shall be required to provide the following reports or notifications to the City Manager or his designee in addition to any daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City.

**Monthly Reports** Complete and accurate Monthly Reports must be submitted to the City Manager or his designee in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract. Monthly reports shall include resident-by-resident (address) and route-by-route information regarding Participation Rates, Recycling Rates, and Tonnage Collected. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain at least the following information:

- 1) Number of Households served
- 2) Number of Commercial facilities served
- 3) Monthly tonnages by each category of service
  - Residential MSW
  - Residential Recycling
  - Residential Bulk
  - Commercial
  - Roll Off
- 4) Residential Recycling Participation Rate
- 5) Customer complaints received by Contractor arranged and listed by category, including date,



address, complainant, nature of complaint, and resolution.

- 6) As requested by the City, Contractor shall make available GPS tracking reports for residential collection.

**Annual Reports** No later than thirty (30) calendar days after the end of each calendar year, Contractor shall submit to the City an annual report covering the immediate preceding Contract year and include the following information:

- 1) A collated summary of the information contained in the monthly reports, including reconciliation of any and/or adjustments from prior reports.
- 2) A discussion of highlights and other noteworthy experiences, along with measures to resolve problems, increase efficiency, and increase participation.
- 3) A description of all public information programs undertaken with audiences reached and media used.
- 4) A summary of all roll-off compactor maintenance or replacements provided through the year.

The obligation to submit an annual report shall survive the termination or expiration of this agreement. Contractor shall submit an annual report for the final Contract year of this agreement no later than thirty (30) calendar days after the end of each year of the agreement. The City may withhold payment of balances due to the Contractor at the end of the Contract until such final report is received and accepted by the City. Contractor shall cooperate fully with providing information relevant to reporting requirements. The reporting requirements are part of the material consideration and failure to comply with reporting requirements shall constitute a material default and shall be subject to penalties and/or termination of the contract.

All reports shall be submitted in an approved format to the addresses as the City may designate in writing. If report information is transmitted electronically, Contractor shall provide information in a format that is compatible with the existing computer system at the City.

#### **CHARACTER AND CONDUCT OF EMPLOYEES**

Contractor's employees who normally and regularly come in direct contact with the public shall bear some means of individual identification such as uniform with name badges, name-tags, or identification cards. These employees shall be attired at all times in a professional-type manner and Contractor shall undertake all service rendered under the Contract Documents in a neat, orderly, and efficient manner and to use care and diligence in the performance of this Contract. Contractor shall assure that employees serve the public in a neat, orderly, courteous, helpful, and impartial manner. All employees of Contractor in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of Contractor. Contractor agrees to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which may impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under the Contract Documents. Contractor shall also ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is driving.



In the event Contractor receives a report alleging an employee(s) of Contractor was wanton, discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, in its performance under this Contract, Contractor shall submit a written report to the City outlining the complete details of the incident not later than three (3) business days following the incident. Said report shall include the nature of the incident, time, date and location, and name address, and telephone number of the person alleging the violation. If in the City's sole discretion, an employee of Contractor has exhibited behavior that is wanton, discourteous, belligerent, or profane, or in any way intimidating, either physically or verbally, or if an employee of Contractor is the subject of repeated or egregious allegations of the type described above, the City shall have the right to request that the employee be immediately barred from further work for Contractor in connection with the Contract. Contractor shall comply with the City's request for the duration of the Contract Time. Contractor's employees shall make collection with as little noise and as little disturbance to the Resident as reasonably possible. No Contractor employee shall disturb or otherwise interfere with property that is appurtenant to the proper execution of his duties. Care shall be taken by Contractor to prevent damage to property, including lawns, shrubs, flowers, and other plants.

### **PUBLIC EDUCATION ACTIVITIES**

To inform and educate Residential Customers regarding Contractor's commencement of services under this Contract, Contractor shall, at Contractor's cost:

- (a) Distribute a professionally prepared brochure to each Residence at least one (1) time approximately four (4) weeks before the commencement of the new Contract. The brochure shall describe any changes in service days for MSW Material, Recycling, Bulk and Brush services to Residential Customers, Contractor's contact information to be used by Residential Customers wishing to ask questions or lodge complaints, and any other relevant information necessary to enhance community education;
- (b) Provide to City a sufficient number of additional copies of the above-described brochure to allow City to provide to people requesting such information, and
- (c) Coordinate with and supply all information reasonably requested to facilitate the City's efforts to notify Residential Customers of this transition.
- (d) To support the City's environmental education efforts, the Contractor shall pay the City the amount of Fifteen Thousand Dollars (\$15,000) per year to be used by the North Richland Hills Beautification Committee, and the sum of Ten Thousand Dollars (\$10,000) for the North Richland Hills Senior Citizen Programming.

**Special Event and Other Services.** The Contractor agrees to provide Dumpster(s) and/or Roll-Offs for the Special Events and at the City facilities and pools outlined in Exhibit C. The type of equipment and frequency of collection is set out in Schedule A and may be adjusted as agreed to by the City and Contractor. Necessary increases in service as agreed to between the City and Contractor to existing City facilities will be added to the schedule and serviced at no charge. Any additional events not listed in Schedule A, or necessary increases in service to events listed in Schedule A, will be serviced by Contractor at a charge.

**Christmas Tree Recycling:** Trees placed at curbside with plastic or other contaminants shall be collected and disposed of as part of regular trash collection and not as part of recycling collections. Contractor shall collect Christmas trees without plastic or other contaminants at curbside on two dates as agreed to by City and Contractor. Contractor agrees to deliver such trees to a site of Contractor's choosing where the trees will be ground into mulch. Additionally, contractor will deliver 30 yard open top containers to up to three locations of City's choosing where residents may bring their Christmas trees for the purpose of recycling



such trees. At the conclusion of the drop-off sites, Contractor shall return containers to those sites containing mulched materials for resident's use.

**Residential Access to Contractor's Landfill.** Contractor shall provide North Richland Hills residents free access to the Arlington Landfill to dispose of Acceptable Waste once per month, subject to the terms set forth in Exhibit B, the "Landfill Rate Schedule." Additional entries into the Arlington Landfill shall be subject to the terms and rates as set forth in Exhibit B. Residents must present a valid driver's license or photo ID and a voucher obtained from the City to gain free access to the landfill.

### **PAYMENTS TO THE CONTRACTOR**

City agrees to bill all customers served by Contractor.

The city further agrees to collect and remit all sales taxes to the appropriate governmental authority.

City agrees to pay to Contractor on or before the 25<sup>th</sup> day of each month the appropriate charges as hereinafter provided.

Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of acceptable waste and for collection of recycling within the corporate limits of the City together with a billing and collection fee of 8% of the gross billing (excluding all appropriate sales taxes) for a total of 12%. The city shall remit to the Contractor its check in the amount of 88% of all amounts billed for residential solid waste and recycling service collection service. The 12% not remitted for residential billings shall become the property of the City.

The city shall ensure that at all times during the term of this Contract that the City will charge, according to an ordinance duly passed by the City's governing body, a sufficient rate from the City's residential customers to pay the amounts due under the Contract and to otherwise operate the City's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. It is expressly understood by the Parties hereto that all payments due by the City hereunder are to be made from revenues received by the City from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system.

City agrees to bill for all commercial, multi-family, institutional and Permanent roll-off service serviced by the Contractor. Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of Commercial, Multi-Family, and Industrial (Permanent and Temporary) services within the corporate limits of the City together with a billing and collection fee of 6% of the gross billing (excluding all appropriate sales taxes) for a total of 10%. Contractor agrees to submit to the City within two days following the end of each calendar month a detailed and summary report for all permanent, temporary, and regularly scheduled customers for billing purposes. The report will include the name, address, service and type, and charges for each customer. The city agrees to collect and remit all sales taxes to the appropriate governmental authorities. City agrees to pay the Contractor on or before the 25<sup>th</sup> day of each month the appropriate charges as hereinafter provided.



The service charge for Commercial, Multi-Family, and Institutional Recycling shall be negotiated between the Contractor and the customer and such charges shall be submitted to the City for billing. Contractor agrees to pay a franchise fee to the City in an amount equal to 4% of the gross billing (excluding all appropriate sales taxes) from the collection of Commercial, Multi-Family, and Institutional Recycling services within the corporate limits of the City together with a billing and collection fee of 6% of the gross billing (excluding all appropriate sales taxes) for a total of 10%. Contractor agrees to submit to the City within two days following the end of each calendar month a detailed and summary report for all permanent, temporary, and regularly scheduled customers for billing purposes. The report will include the name, address, service and type, and charges for each customer. The city agrees to collect and remit all sales taxes to the appropriate governmental authorities. City agrees to pay the Contractor on or before the 25<sup>th</sup> day of each month the appropriate charges as hereinafter provided.

Contractor shall remain liable for the payment of Franchise Fees according to this Section after the termination of this Contract for any and all services provided before termination of this Contract. The City may, at its sole option, deduct from the amount due and payable to Contractor any Franchise Fee amounts if Contractor fails to pay the Franchise Fee on or before the 15<sup>th</sup> day after such payment is due. Franchise Fees shall be due and payable on all services provided by Contractor within the City according to this Contract regardless of Contractor's failure to elect to pass through the cost of the Franchise Fee to Customers.

**Non-Paying Commercial Customers.** Contractor shall have the right to assess interest at the highest rate permitted by law and/late fees on Commercial or Industrial Customers who fail to timely pay Contractor's invoices. Contractor shall have the right to suspend service to any Commercial or Industrial Customer that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee to that Customer.

### **MODIFICATION OF RATES**

Base Rates charged by Contractor for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (hereinafter defined) until February 1, 2023. Commencing on February 1, 2023, continuing annually on each anniversary date of the Commencement Date of this Agreement, the Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted. Base Period December 1983=100) (the C.P.I.) shall have increased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I, the parties hereto agree to substitute another equally authoritative measure of the change in the purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision. In any year where the adjustment would result in a downward adjustment, the adjustment shall be zero percent (0%). In any year where the adjustment would result in an increase that would exceed five (5%) percent, the rate adjustment shall be capped at 5%.

The Contractor will provide written notice to the City no later than 90-days in advance of the increase.

### **REGULATORY RATE ADJUSTMENT**

The City will consider as a provision of the Contract the right for Contractor to petition the City at any time for additional payment rate adjustments based on certain unusual and unanticipated changes in the cost of operations, including, but not limited to new or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by the City. If the City shall fail to



approve such requested increase within thirty (30) days after receipt of such request, Contractor shall have the right to terminate the Contract with 180 days' notice to the City.

### **CONTRACTOR RESPONSIBILITIES**

In providing the services required by this Contract, Contractor shall be responsible for:

- (a) Furnishing all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Contract;
- (b) All actions and activities of its subcontractors;
- (c) Supplying all records and information required by this Contract;
- (d) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals, including those required by City ordinances;
- (e) Paying all applicable taxes and Franchise fees;
- (f) Complying with applicable laws and regulations;
- (g) Performing all work in a timely, thorough, and professional manner;
- (h) Disposing of all collected MSW at a permitted MSW Landfill;
- (i) Processing and marketing Recyclables collected by Contractor from the Residences;
- (j) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws, and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract; and
- (k) Collecting all missed pickups for any service provided within 24 hours after being notified of the missed pickup, including picking up on Saturday if notified of a missed pickup on a Friday; provided, however, missed pick-ups for which Contractor receives a notification on a Sunday will be collected on the immediately following Monday.

**Special Needs Waste Placement for Collection Assistance:** If the City deems all residents of a Single-Family Residence are handicapped or due to age or verified physical limitations cannot safely move their Waste whether to the curb, Contractor personnel will collect the Waste at the side yard or garage door. All requests for collection assistance will be approved by the City and then relayed by the City to Contractor.

**Right to Reject Unacceptable Waste.** City agrees that if Unacceptable Waste is set out by a Customer for collection, Contractor may, in its sole discretion, reject such Unacceptable Waste. Neither title to, nor liability for, Unacceptable Waste shall pass to Contractor.

**Adding Residential Customers.** Contractor will establish New Residential Customer Service upon City request not later than the next collection day for the subject Residence following receipt of the written request for such commencement of service from the City.

**Office.** Contractor shall maintain an office or such other facilities through which it can be contacted by



direct visit or by local (toll-free) call from anywhere in the City on regular collection days, as follows: (i) Monday through Friday between 7:30 A.M. and 5:30 P.M. Central Time; and (ii) Saturday between 8:00 A.M. and 2:00 P.M. Central Time.

**Phone Contact Number.** Contractor shall maintain telephones with either a Dallas/Fort Worth area local phone number or toll-free number that is answered at Contractor's local office by a responsible person in charge as well as adequate employee's available to answer such phone between 7:30 a.m. and 5:30 p.m. Central Time on regular collection days. Contractor shall provide an informative recording answering frequently asked questions for incoming customer callers which shall be available during all hours. City agrees to maintain the telephone number being used as of the Effective Date by City for calls related to residential solid waste collection services and, if necessary, have the phone automatically forwarded to the Contractor's customer phone number.

**Litter or Spillage.** Contractor shall not litter premises in the process of making collections. In the event of spillage by Contractor, Contractor will be responsible for cleanup of any spills including, but not limited to, garbage, fuel, oil, and other fluids from Contractor's vehicles or resulting from the collection of Waste Material.

**Street Damages.** Contractor shall be responsible for the repair of damage to paved surfaces on public streets, alleys, thoroughfares, bridges, or easements when such damage is caused by Contractor's negligent or inappropriate operation of its collection equipment or intentional misconduct. Contractor shall not be responsible for normal wear and tear of public rights of way or regular maintenance of such rights of way. Substantiation of cause shall be determined by the reasonable mutual agreement of the City and Contractor. At no time shall Contractor operate a vehicle in the City's Limits that:

- (a) is loaded to the extent that the load exceeds the weight allowed by law for the rating of said vehicle; or
- (b) is loaded to the extent that the combined weight of the load and vehicle exceeds the weight allowed on the public streets, alleys, thoroughfares, bridges, or easements on which the vehicle is traveling, if such street, alley, or bridge has received a weight limitation rating.

Contractor shall, not later than forty-five (45) days following written demand, reimburse City for all costs related to City's repair of damages determined by mutual contract to be Contractor's responsibility according to this Section 11.02.

**City Facilities.** Contractor shall not charge City for collection services from City Facilities as described in Exhibit "C" or from any additional City Facilities that City may add.

**Enforcement:** Contractor has the right to seek an injunction against any third party which is believed to be infringing upon the rights of Contractor to this Agreement, including Contractor's right to be the sole provider of Waste and Recyclables collection within the City per this Agreement.

#### **COMPLIANCE WITH LAWS AND ORDINANCES**

Contractor shall conduct operations under this Contract in compliance with all applicable local, state, and federal ordinances, statutes, laws, rules and regulations, as well as any restrictive covenants of the City (collectively "Applicable Law(s)"). Contractor expressly understands and agrees that nothing in this Contract shall be construed in any manner as limiting the right of the City to pass or enforce necessary police and health or code enforcement regulations for the



protection of its residents and businesses. Contractor further understands and agrees that if City notifies Contractor that Contractor or one of its officers, agents, employees, Contractors, or subcontractors is in violation of any Applicable Laws, Contractor shall immediately cease, or direct the cessation of, such activity and correct such violation. If Contractor discovers any provisions in the specifications or Contract which are contrary to or inconsistent with any Applicable Law, Contractor shall immediately report it in writing to the City. Except where otherwise expressly required by Applicable Laws, the City shall not be responsible for monitoring Contractor's compliance with any Applicable Laws.

**Compliance with Federal Immigration Laws.** Contractor agrees at all times to comply with Federal Immigration laws with respect to employment and to make available during Contractor's regular business hours on request of City employee documentation verifying an employee's status to be employed by an employee in the United States. Contractor agrees to verify current and future employee's status by utilizing the E-Verify internet-based system as operated by the United States Department of Homeland Security, or I-9 verification.

#### **NON-DISCRIMINATION**

In the provision of services hereunder or the performance of this Contract, Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

#### **ASSIGNMENT OF CONTRACT**

Neither Party shall assign this Contract in whole or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract upon written notice, but without the City's consent, to a parent company or any of its subsidiaries or to any person or entity who purchases any operations from Contractor, but only so long as such person or entity agrees to assume all of Contractor's obligations and liabilities regarding the performance of this Contract. In addition, Contractor may make a collateral assignment of this Contract to any lender as security for a loan made by the lender to Contractor without the consent of the City.

#### **TITLE TO WASTE MATERIAL**

Title to Waste, Waste Materials, Single Stream Materials, Recycling Materials, Recyclable Materials, Yard Waste, and Bulky Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to and liability for any Unacceptable Waste shall remain with the Customer, generator, or depositor of such waste and shall at no time pass to Contractor or City.

#### **CONTRACTOR'S PROPERTY**

All containers, trucks, and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property.

#### **RECORD KEEPING / RIGHT TO INSPECT**

Contractor shall maintain records generated according to services rendered in accordance with the Contract for at least four (4) years after submission of the last accounting report date on which services were rendered. The City retains the right to examine, inspect, audit, and copy, regardless of location, all documents, records, files, data, and information generated or utilized by Contractor in the performance of this Contract. The City may request periodic reports according to services rendered. Such reports must be



provided in a reasonable and timely manner, but in no case later than five (5) business days following receipt of the request unless the request specifies a later deadline. The city may withhold making payments due to Contractor according to this Contract if any report required to be made according to this Contract has not been delivered to City on or before the fifth (5<sup>th</sup>) day following the date that such report is required to be delivered to City according to this Contract and may continue to be withheld until the second business day after such report is delivered.

#### **MISCELLANEOUS TERMS**

**Confidentiality Regarding Waste Material.** Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected according to this Contract.

**Binding Effect.** This Contract shall be binding upon and inure solely to the benefit of the Parties and their permitted assigns.

**No Waiver for Delay.** The failure or delay on the part of either Party to exercise any right, power, privilege, or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing. Any waiver by a Party for one or more similar events shall not be construed to apply to any other events whether similar or not.

**Governing Law; Venue.** This Contract shall be interpreted and governed by the laws of the State of Texas. Venue for any suit between City and Contractor arising from or related to this Contract shall be in a state district court in Tarrant County, Texas.

**Incorporation of Proposal and RFP.** Contractor expressly acknowledges and agrees that the services to be provided pursuant to this Contract shall be performed substantially to the extent and in the manner set forth in the Proposal except as otherwise altered by this Contract. To the extent of any conflict between or among the language and provisions of this Contract, the Proposal, and the RFP, the priority of documents with respect to resolving such conflict shall be this Contract, then the RFP, then the Proposal.

**Proposal Representations.** Contractor expressly acknowledges that City has entered this Contract in express reliance on the truth of the statements and representations outlined in the Proposal and agrees that the representations made by Contractor in the Proposal are true and correct as of the Effective Date.

**Prohibition of Boycott Israel.** Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

**Prohibition of working with terrorist organizations.** Per Chapter 2252 of the Texas Government Code, the (a) Contractor does not engage in business with Iran, Sudan, or any foreign terrorist organization and (b) Contractor is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code.

#### **CITY'S OBLIGATIONS**

City hereby makes the following representations and warranties to, and for the benefit of, Contractor:



- (a) The City is a home rule municipality duly organized and validly existing under the Constitution and laws of the State of Texas, with full legal right, power, and authority to enter into and perform its obligations under this Contract
- (b) The City has duly authorized the execution and delivery of this Contract and this Contract constitutes a legal, valid, and binding obligation of City that is enforceable against City according to its terms.
- (c) To the best of City's knowledge, information, investigation or belief, no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, commission, Council, agency or instrumentality is pending against City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or in connection with the obligations, undertakings, and transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract or any other contract or instrument entered into by City in connection with the obligations, undertakings, transactions contemplated hereby.
- (d) To the best of City's knowledge, information, investigation or belief, as of the Effective Date, City has the legal right and authority to grant this exclusive franchise and shall defend, and use reasonable efforts to uphold this Contract, and the City's right to adopt and/or enforce this exclusive franchise if the City's right to adopt and/or enforce this exclusive franchise or enter into this Contract is ever challenged, litigated or disputed during the term of the Contract. The City acknowledges that this is an essential term of the Contract that Contractor is relying upon in entering into the Contract.

### **LIQUIDATED DAMAGES**

Acceptable performance standards include the provision of daily services on a timely basis with minimal interruptions, the Contractor being environmentally responsible while providing the daily services, and the Contractor responding promptly to both residential and commercial customers.

In no event will the Contractor be liable for Liquidated Damages unless such failure is caused by the Contractor, as determined by the City at its sole discretion. The City shall have the right to charge Liquidated Damages to the Contractor per the Summary of Liquidated Damages monthly in connection with the Contract and shall, at the end of each month during the term of the Contract, notify the Contractor in writing of the amount of Liquidated Damages assessed for such month, if any. In the event the Contractor wishes to contest any Liquidated Damages assessment, Contractor will be authorized to request in writing a meeting with the City's Finance Director or his designee to attempt to resolve the issue. In the event the Contractor wishes to contest a decision by the Finance Director or his designee, it shall, within ten (10) days after receiving such notice, request in writing a hearing date before the City Manager or his designee to present its defense to such assessment. The City Manager, after consultation with the City Attorney, will notify the Contractor in writing of any action taken concerning the Contractor's claims. The decision of the City Manager shall be final.

### **SUMMARY OF LIQUIDATED DAMAGES**

The Contract shall provide that the City may assess liquidated damages to the Contractor as follows:

1. **Missed collection:** \$25 per missed collection over two (2) missed collections per day. A missed collection occurs when a customer reports a missed collection, the address was not reported by Contractor



as an unacceptable set-out, and Contractor cannot provide data demonstrating collection vehicle traveled on street and collections occurred on street during the day of the complaint.

2. **Missed residential unit block:** \$500 per incident for Contractor failing to pick up material on a block containing residential units. A missed residential unit block is where three (3) residential units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed residential unit block occurs when the addresses reporting missed collections were not reported by Contractor as unacceptable set-outs and Contractor cannot provide data demonstrating collection vehicle traveled on the block during the day of the complaint.
3. **Commencement of residential collection before 7:00 a.m.**, or operating within the City after 7:00 p.m. except as expressly permitted: \$250 per route for each day that each route began collection before 7:00 A.M.
4. **Failure to complete a majority** (50%) of the city-wide Residential collections on a given day: \$2,500 for each incident
5. **Failure to maintain a vehicle** in a manner consistent with the Contract: \$100 for each incident
6. **Failure to clean up spilled Solid waste**, resulting from loading and/or transporting within two (2) hours of notification: \$250 each incident.
7. **Failure to address complaints** within one business day: \$100 for each incident.
8. **Failure to submit an accurate Monthly or Annual report** in the specified format, as required by the contract: \$250 per report per calendar day delinquent.
9. **Failure to return carts** and containers to approximately original collection location: \$25 for each incident.
10. **Failure to leave a public education notice** when material that is inappropriately prepared is not collected: \$100 for each incident.
11. **Failure to be prepared to perform services** on or after the commencement date: \$ 3,000 per calendar day.

#### **TERMINATION OF CONTRACT**

**Termination by Default.** If either party notifies the other Party of a failure to perform a material provision of this Contract and that Party has failed to cure such failure on or before the thirtieth (30<sup>th</sup>) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than ninety (90) days after delivery of the notice from the other Party, the Party not in default may terminate this Contract by delivery of a written notice to the defaulting Party. Upon such termination, in the event City terminates this Contract during the Initial Term, or any Extension Term, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, if applicable, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the Initial Term or any Extension Term. Following any such termination, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date. The City shall have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all actual, consequential and incidental damages or losses, including attorneys' fees, suffered as a result of such termination. Except for indemnification obligations, in no event shall



consequential or incidental damages and losses, or attorney's fees exceed, or be in addition to, the amount of the performance bond, which is equal to the total value of the performance bond in the amount of \$2,000,000. In the event either Party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

The following, by way of example, not of limitation, may be considered grounds for the declaration of default of the Contractor:

- (i) Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
- (ii) Failure of the Contractor to commence work operations within the time specified in the Contract;
- (iii) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
- (iv) Evidence that the Contractor has abandoned the work;
- (v) Evidence the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
- (vi) Failure on the part of the Contractor to comply with the terms of this Contract or any requirements given by the City provided for in this Contract document; or
- (vii) An indication that the Contractor has made an unauthorized assignment of the Contract or any funds due therefrom for the benefit of any creditor or any other purpose.

Upon the effective date of termination, as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.

Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the services performed under this Contract up to the date of termination. Within thirty (30) days following receipt of documentation detailing the service to be performed up to the date of termination, the City agrees to compensate the Contractor for that portion of the undisputed prescribed charges for which the services were actually performed under this Contract and not previously paid. The City and Contractor agree to use good faith efforts to resolve any disputed charges.

In addition to, or instead of, the termination procedure set forth above, if the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or to cause to be performed all or part of the work necessary to cure such default. If the City performs such work or caused it to be performed, the Contractor shall, within thirty (30) days of receipt of written notice, compensate the City for the reasonable costs incurred by the City, including attorneys' fees, fines, and penalties. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor.

**Dispute Resolution.** The Parties hereto agree that before filing suit concerning any dispute between the Parties arising from or related to this Contract, to submit the dispute to non-binding mediation in Tarrant County, Texas, with the cost of said mediation to be split evenly by the Parties; however, each party shall



be responsible for its own attorney's fees. The City shall have the sole right to select the professional Mediator.

### **FORCE MAJEURE**

Any failure or delay in performance under this Contract due to events beyond a Party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemics, pandemics, compliance with applicable laws or governmental orders, fires, inclement weather and acts of God ("Force Majeure Event"), shall not constitute a breach of this Contract, but shall entitle the affected Party to be relieved of performance under this Contract during the term of such event and for a reasonable time thereafter.

Contractor shall notify City by 6:00 a.m. on the day of service or the day before if known if service will not be provided due to a "Force Majeure" event. If Contractor begins service and then decides to stop service mid-day due to Force Majeure, then Contractor will provide notification to the City as soon as possible. As soon as practical after such Force Majeure Event, the Contractor shall advise the City when it is anticipated that normal routes and schedules can be resumed.

### **INSURANCE**

Contractors performing work on City property or public right-of-way for the City of North Richland Hills shall provide the City a certificate of insurance that meets industry standards evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Upon reasonable request, the City shall have the right to receive a copy of Contractor's insurance policy, excluding any information deemed proprietary by Contractor.

**All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of North Richland Hills.**

The following guidelines are designed to show the most common minimum insurance requirements for standard contracts and agreements with the City. Non-standard agreements may require additional coverage and/or higher limits. Coverage Amounts required for non-standard agreements to be determined by the department and the City Manager.

Contractor shall provide the following minimum types and amounts of insurance for this Contract:

**General Contracts for Services:**

Service work, and general maintenance agreements, etc.

- Commercial General Liability
- Automobile Liability
- Workers' Compensation or other alternative program provided by Contractor, in lieu of workers' compensation coverage
- Employer's Liability
- Payment and Maintenance Bond (if applicable)



**Standard Minimum Required Insurance Coverage**

Insurance Type	Limit	Provision
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage via blanket form endorsement
	For Construction Projects: \$2,000,000 Each Occurrence \$4,000,000 Aggregate	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation	Texas Statutory Requirements, or other alternative program provided by CONTRACTOR, in lieu of workers' compensation coverage	Waiver of subrogation in favor of City (not applicable to this Contract)
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit	
Professional Liability (or equivalent Errors & Omissions coverage appropriate to the Contractor's profession)	\$1,000,000 Each Occurrence	(Not applicable to this Contract)
Builder's Risk (required for new or existing property under construction)	100% Value	(Not applicable to this Contract)
Cyber Liability	\$1,000,000 Each Occurrence	(Not applicable to this Contract)
Payment/Maintenance Bonds	In accordance with Chapter 2253 of the Texas Government Code	

**GENERAL CONTRACTS FOR SERVICES**

For the duration of this Agreement, CONTRACTOR shall maintain the following minimum insurance which shall protect CONTRACTOR, its subcontractors, its sub-consultants and CITY from claims for injuries, including accidental death, as well as from claims for property damage which may arise from the performance of work under this Agreement.

**A. Workers' Compensation and Employer's Liability Insurance:**

Workers' Compensation	Texas Statutory, or other alternative program provided by CONTRACTOR in lieu of workers' compensation coverage
Employer's Liability	\$500,000 injury - each accident \$500,000 disease - each employee \$500,000 disease - policy limit

**B. Commercial General Liability:**

On an "occurrence" basis, including, property damage, bodily injury, products and completed operations and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.



**C. Automobile Liability:**

Covering any auto, or if CONTRACTOR has no owned autos, covering hired and non-owned autos with a Combined Single Limit no less than \$1,000,000 per accident for bodily injury and property damage.

Insurance limits can be met with a combination of primary and excess/umbrella coverage.

The CITY, its officers, officials and employees are to be covered as "Additional Insured" on the commercial general liability and automobile liability policies, via blanket form endorsement, as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

A waiver of subrogation in favor of the CITY, its officers, officials and employees shall be contained in the Workers' Compensation insurance policy. In the event workers' compensation coverage is not provided by Contractor, the parties agree this provision shall not apply to this Contract.

Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to CITY, via blanket form endorsement.

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

CONTRACTOR shall furnish the CITY certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance.

Payment and Maintenance Bonds (if applicable): CONTRACTOR shall procure Payment and Maintenance Bonds as applicable and in accordance with Chapter 2253 of the Texas Government Code.

**A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.**

**INDEMNITY**

**Contractor shall indemnify, defend, and hold harmless city, its city council, officers, agents, and employees (collectively, "the Indemnitees"), from and against any and all claims for personal injuries or death, or the loss of or property damage, in each case, to the extent caused by the intentional misconduct or negligent acts or omissions, of the contractor, its officers, employees, agents, representatives, and/or subcontractors, but only to the extent such claims are not the result of the negligent or intentional acts or omissions of one or more of the indemnitees. City, for itself and its elected and appointed officials, employees, agents, and representatives does not by this contract waive its sovereign immunity, nor does the city or contractor grant any third party any beneficial rights hereto. The indemnification provided in this section shall survive the termination or expiration of the Contract.**

**Notwithstanding any of the foregoing, in the event Contractor does not provide workers' compensation coverage for its employees, and instead chooses to provide an alternative program in lieu of workers' compensation coverage, Contractor shall be liable for any**



**injuries, loss, or damages sustained by its employees, or employees of its subcontractors if its subcontractor does not provide workers' compensation coverage for its employees, while such employees are in the course and scope of their employment and providing services under this Contract (collectively referred to in this section as an "employee injury claim"). Further, Contractor shall indemnify, defend and hold the City, its officers, employees, agents, and representatives, harmless against any third party claims or action, including claims or action by a third party insurer, brought against the City on the basis of an employee injury claim, unless such loss or injury is due to negligence or willful misconduct by the City.**

### **PERFORMANCE BOND**

Upon Contract execution, Contractor shall furnish to the City a Performance Bond from a reputable banking institution, reasonably acceptable to the City, with a corporate surety to guarantee the faithful performance of the obligations under the Contract in the amount equal to one hundred percent (100%) of the estimated annual value of the Contract. The Performance Bond will not suffice for purposes of the Contract until the terms, conditions, and provisions of the Bond are approved by legal counsel for the City. The Contractor shall pay all premiums chargeable for the Performance Bond. The Performance Bond shall be valid and non-cancelable for the Initial Term of the Contract (or shall be annual but renewed each year before its expiration) and shall be renewed for the period of any Renewal Term (or shall be annual, but renewed each year before its expiration).

### **INDEPENDENT CONTRACTOR**

Contractor shall at all times be and hold itself out to the public as an Independent Contractor working on behalf of The City. Contractor is not an agent, employee, or servant of The City and shall not represent itself as such.

### **SUCCESSORS AND ASSIGNS**

The Contract shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto: provided, however, this provision shall not be deemed to authorize the assignment or other transfer of the Contract which may only be accomplished as expressly provided in the Contract.

### **DEVICES CONTAINING CHLOROFLOURO-CARBONS**

Contractor shall not be obligated by the Contract to accept refrigerators or other devices known to contain chloroflouro-carbons (CFC's) unless Resident establishes that the item is free of CFC's by providing a written certification of CFC removal and may be lawfully disposed or recycled at Disposal Facilities. In the event the owner of a refrigerator or other device known to contain CFC's cannot be located and Contractor is asked to dispose of such by the City, Contractor agrees to collect such item, evacuate the CFC's and dispose of it, and charge the City for said service at the agreed-upon rate as cited in the Contract Cost Forms.

**Severability.** If any provision of this Contract shall be invalid, illegal, or unenforceable, it shall be modified so as to be valid, legal, and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality, and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.



**Prior Agreements:** This Contract sets forth the entire contract of the Parties and supersedes all prior contracts, whether written or oral, that exist between the Parties regarding the subject matter of this Contract. All provisions of this Contract shall be substantially complied with and conformed to by the Parties, and no amendment to this Contract shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any obligation under this Contract except as specifically provided for in such written amendment executed by the Parties.

**Attorneys Fees.** If any litigation is commenced under this Contract, attorney fees shall be awarded by a court of competent jurisdiction in accordance with Local Government Code Section 271.153(3).

### NOTICES

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, or (iii) by delivery to an independent third party commercial delivery service for the same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If intended for City, to:

City of North Richland Hills, Texas  
Mark Hindman, City Manager  
4301 City Point Drive  
North Richland Hills, Texas 76180  
Email: [mhindman@nrhtx.com](mailto:mhindman@nrhtx.com)

With copy to:

Maleshia McGinnis, City Attorney  
At same address (such copy shall not  
constitute Notice)  
Email: [mmcginnis@nrhtx.com](mailto:mmcginnis@nrhtx.com)

If intended for Contractor:

Republic Waste Services of Texas, Ltd.  
Nick Babcock, General Manager  
1212 Harrison Avenue  
Arlington, Texas 76011  
Email: [nbabcock@republicservices.com](mailto:nbabcock@republicservices.com)

With copy to:

Vince Hrabal, Manager of Municipal Services  
1212 Harrison Avenue  
Arlington, Texas 76011  
Email: [vhrabal@republicservices.com](mailto:vhrabal@republicservices.com)

[SIGNATURE PAGE FOLLOWS]



**ACCEPTED, AGREED AND EXECUTED** by the authorized representatives of the Parties hereto on the dates indicated below:

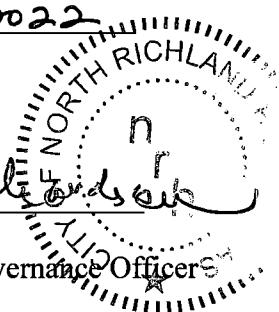
**CITY OF NORTH RICHLAND HILLS:**

By: Mark Hindman  
Mark Hindman  
City Manager

Date: January 3, 2022

**ATTEST:**

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



**REPUBLIC WASTE SERVICES OF TEXAS,  
LTD:**

By: Nick Babcock  
Nick Babcock  
General Manager

Date: 12/23/2021

**APPROVED AS TO FORM AND LEGALITY:**

By: Maleshia B. McGinnis  
Maleshia B. McGinnis  
City Attorney

**RECOMMENDED:**

By: Karen Manila  
Karen Manila  
Assistant City Manager

NRCH Council Action Y/N

Date Approved 12-13-2021

Agenda No. F.2

Ord/Res No. 3716



**Commercial Front Load Rates**

**FEL – includes all disposal costs**

Size p/up	1x	2x	3x	4x	5x	6x	extra
2 yard	71.69	134.96	179.70	262.21	317.56	358.51	31.81
3 yard	101.74	177.95	235.03	313.39	386.38	453.38	40.36
4 yard	122.91	215.28	297.06	387.54	467.85	559.60	51.22
6 yard	155.70	295.02	417.95	544.96	674.01	796.94	72.16
8 yard	180.30	362.60	506.05	641.22	805.13	969.04	86.93
4 yd compactor*	298.25	536.56	774.36	991.83	1,341.41	1,731.63	89.88
6 yd compactor*	490.40	980.80	1,471.20	1,961.58	2,451.99	2,942.39	122.56
8 yd compactor*	596.52	1,193.02	1,789.57	2,386.12	3,050.08	3660.09	152.48

\* FEL compactor rental per month \$368.62

Casters (fee per month per container) \$23.28

Locks (fee per collection per container) \$2.04

Enclosures (fee per collection per container) \$2.04

Front Load Delivery Fee \$90.81

Additional Yardage Fee (-overloaded container) \$15.13

**Roll-Off Containers**

**Roll-Off – Temp – EXCLUSIVE TO CONTRACTOR**

Size	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard	\$155.21	\$8.52	\$339.33	\$30.00
30 yard	\$155.21	\$8.52	\$431.25	\$30.00
40 yard	\$155.21	\$8.52	\$513.39	\$30.00

**Roll-Off – Permanent – EXCLUSIVE TO CONTRACTOR**

Size	Delivery	Daily Rental	Haul Rate	Disposal per Ton*
20 yard	\$155.21	\$8.52	\$339.33	\$30.00
30 yard	\$155.21	\$8.52	\$431.25	\$30.00
40 yard	\$155.21	\$8.52	\$513.39	\$30.00



**EXHIBIT A**

**Base Rates**

**Residential – MSW**

***MSW collection twice time per week***

Price per home per month	\$10.93
Price per home per month for Senior Citizens	\$10.93

***MSW collection twice time per week Backdoor Service***

Price per home per month	\$27.35
--------------------------	---------

**Residential – Recycling**

***Recycling collection one time per week with 65-gallon cart***

Price per home per month	\$6.67
Price per home per month for Senior Citizens	\$5.92

***Rate for each additional Recycling cart per residence***

Price per home per month	\$1.53
--------------------------	--------

***Rate for Replacement Cart (either size Recycling cart)***

Price per replacement	\$60.97
-----------------------	---------

***Collection Rates for Unusual Accumulation Waste Collection***

Rate per hour for Vehicle (any type) and Crew	\$194.36
Disposal fee per yard collected	\$15.38

**Small Commercial with bags**

Commercial Hand Load Rate for 2 x week, 4 bags per collection	\$43.09
Commercial Recycling Cart	\$6.15
Each Additional Recycling Cart	\$3.69



**Roll-Off – Compactor – EXCLUSIVE TO CONTRACTOR**

Size	Haul Rate	Disposal per Ton*
<b>30 Yard Compactor</b>	<b>\$480.14</b>	<b>\$30.00</b>
<b>34 Yard Compactor</b>	<b>\$546.64</b>	<b>\$30.00</b>
<b>35 Yard Compactor</b>	<b>\$546.64</b>	<b>\$30.00</b>
<b>40 Yard Compactor</b>	<b>\$612.16</b>	<b>\$30.00</b>
<b>42 Yard Compactor</b>	<b>\$639.54</b>	<b>\$30.00</b>



**EXHIBIT B**

**ARLINGTON LANDFILL**  
**(Leased and Operated by Republic Waste Services of Texas. Ltd.)**  
**City of North Richland Hills "Landfill Rate Schedule"**

ORIGIN 03	North Richland Hills Residents
<b>VEHICLE SIZE</b>	<b>VALID DRIVER'S LICENSE OR PHOTO ID &amp; A VOUCHER PROVIDED BY THE CITY</b>
AUTOMOBILES, STATION WAGONS, PICKUPS	\$12/vehicle
PICKUPS OR AUTOMOBILES WITH TRAILERS ATTACHED - 8 FEET IN LENGTH OR LESS	\$12 for p/u load and \$12 for trailer load
PICKUP TRUCKS AND TRAILERS - 8 FEET IN LENGTH OR LESS WITH AFTER MARKET SIDEBOARDS ATTACHED TO TRUCK OR TRAILER	\$45/ton \$45 Minimum (Deposit Required)
PICKUPS OR AUTOMOBILES WITH TRAILERS ATTACHED GREATER THAN 8 FEET IN LENGTH	\$45/ton \$45 Minimum
SEMI-TRAILERS, DUMP TRUCKS AND TRUCKS LARGER THAN PICKUPS	\$45/ton \$45 Minimum (Deposit Required)
<b>SPECIAL ITEMS</b>	
TARP CHARGE FOR IMPROPERLY TARPED VEHICLES - STATE REGULATION	\$14.00/Vehicle
AUTOMOBILE / PICKUP TIRES (NO Rims)	\$9.00/tire – Limit of 4
LARGE TRUCK TIRES (NO RIMS)	\$18.00/tire – Limit of 4
LARGE TRUCK TIRES with RIMS	Not Accepted
AGRICULTURE TIRES (NO Rims)	\$200.00/tire – Limit of 2
AGRICULTURE TIRES with RIMS	Not Accepted
LIVESTOCK	\$12.00/animal
Earth and inert materials that may be used for cover - CLEAN DIRT	No Charge
Contaminated earthen materials acceptable for disposal in accordance with TCEQ Regulations	\$6.00/cy \$30/drum (lids removed)
SPECIAL HANDLING CHARGE (rootballs, etc.)	\$70 per load + disposal
100% RECYCLING - METAL, COMPUTERS, APPLIANCES	No Charge
<b>BRUSH</b>	
GRASS & LEAVES ONLY (Customer to de-bag on site)	No Charge
BRUSH & UNPAINTED/UNTREATED CLEAN WOOD	\$6.00/cy \$24 Minimum
<b>City of North Richland Hills Residents Only (Does not apply to contractors)</b>	
North Richland Hills residents are allowed free access to the Arlington Landfill once per month. Residents must present a valid driver's license or photo ID and a voucher, which must be obtained from the City, to gain their free access. Residents presenting loads are restricted to a standard pick-up bed with no side-boards or a standard trailer of 8 feet in length or less.	



<b>NOTE: RATES DEPICTED ABOVE ARE FOR NORTH RICHLAND HILLS RESIDENTS ONLY. RATES DO NOT APPLY FOR COMMERCIAL CUSTOMERS.</b>
---

<b>THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL:</b>
---

<b>Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated Hazardous Waste</b>
---



**EXHIBIT C**

Service for City Facilities and Special Events to be collected at no charge:

- 1) Appropriately sized recycling containers to be collected once per week at each City facility
- 2) Provide commercial containers, to be determined by the Contractor, for the following annual events:

Texas Recycles Day  
Trinity Trash Bash  
Spring and Fall Community Clean Ups  
Great American Clean-Up events

Facility	Address	Quantity	Size	Frequency
Fire Admin	7202 Dick Fisher	1	8	4
Richfield Park	7250 Chapman	1	8	3
Fire Station #2	4001 Rufe Snow	1	8	2
Iron Horse Golf-Trash	6200 Skylark Cir	1	8	3
Iron Horse Golf-Recycle	6201 Skylark Cir	1	8	1
Animal Control	7200 Dick Fisher	1	4	6
Public Works-Trash	7201 Dick Fisher	1	8	1
Public Works-Trash	7201 Dick Fisher	1	8	2
Public Works-Recycling	7201 Dick Fisher	1	8	1
Fire Station #3	5328 Davis Blvd	1	8	1
Fire Station #1	8001 Shadywood	1	8	1
Walker Creek Park-Trash	8403 Emerald Hills	1	8	2
Walker Creek Park-Recycling	8403 Emerald Hills	1	8	1
Public Works Utility Center	5140 Davis Blvd	1	8	3
Public Works	4000 Rita Beth	1	6	1
Library-Trash	9015 Grand Ave	1	8	3
Library-Recycling	9015 Grand Ave	1	6	1
NRH Centre-Trash	6000 Hawk Ave	1	8	3
NRH Centre-Recycling	6000 Hawk Ave	1	8	1
NRH2O-Trash	9001 Blvd 26	4	8	6
NRH2O-Recycling	9001 Blvd 26	2	8	5
North Field Park	7804 Davis Blvd	1	8	1
Green Valley Park	7701 Smithfield	1	8	2
Cross Timbers Park	7680 Douglas	1	8	2
Dan Echols Senior Center	6801 Glenview	1	6	1
Fire Station #4	7245 Hightower	1	6	3
Annual Free Roll Off Hauls		84		

## APPENDIX C: Performance Bond Form

STATE OF TEXAS §  
COUNTY OF TARRANT§

Bond Number: 023219056  
Effective Date: 2/1/2022

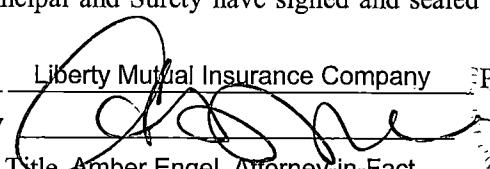
KNOW ALL MEN BY THESE PRESENTS: that Republic Waste Services of Texas, Ltd. ("Contractor"), as principal, and Liberty Mutual Insurance Company ("Surety") authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of North Richland Hills, Texas (City), in the sum of Two Million and 00/100 dollars (\$2,000,000.00) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the City, dated the 3rd day of January, 20212 for Solid Waste and Recyclables Collection, Transportation, Disposal and Processing, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the specifications, and contract documents and shall fully indemnify and save harmless City from all costs and damages which City may suffer by reason of Principals default, and reimburse and repay City all outlay and expense which City may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, an extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of January, 2022.

Republic Waste Services of Texas, Ltd. Liberty Mutual Insurance Company Principal Surety  
By  By   
Title Kathleen M. Mitchell, Attorney-in-Fact Title Amber Engel, Attorney-in-Fact  
Address 601 Union St, Seattle, WA 98101 Address 175 Berkeley St, Boston, MA 02116

The name and address of the Resident Agent of Surety is:

Scott D. Chapman  
25025 N. I-45 Frwy., Ste. 525, The Woodlands, TX 77380



## POWER OF ATTORNEY

REPUBLIC SERVICES, INC., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST, acting through and by any one of Debbie Lindstrom, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Amber Engel, Jamie Armsfield, Holly E. Ulfers, or Roxana Palacios, its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public, sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds, bid bonds, performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

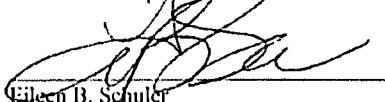
REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever KIBBLE & PRENTICE HOLDING COMPANY dba USI INSURANCE SERVICES NORTHWEST shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 8<sup>th</sup> day of November, 2021, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.



Matthew Nordquist  
Notary Public  
Maricopa County, Arizona  
My Comm. Expires 05-31-23  
Commission No. 563802

REPUBLIC SERVICES, INC.,  
a Delaware corporation

  
Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 8<sup>th</sup> day of November, 2021 by Eileen B. Schuler, Assistant Secretary.

  
Notary Public

## CERTIFICATE

I, the undersigned, Eileen B. Schuler, Assistant Secretary of Republic Services, Inc., a Delaware corporation, do hereby certify that the foregoing Power of Attorney is true, correct, remains in full force and effect, and has not been revoked.

IN WITNESS WHEREOF, this Certification has been signed this 11<sup>th</sup> day of January, 2022, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary, Eileen B. Schuler.

  
Eileen B. Schuler

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**Liberty  
Mutual.**

**SURETY**

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Amber Engel of the city of Seattle, state of WA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Republic Waste Services of Texas, Ltd.

Obligee Name: The City of North Richland Hills

Surety Bond Number: 023219056

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12<sup>th</sup> day of March, 2021.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 12<sup>th</sup> day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Kind of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-Laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11<sup>th</sup> day of January, 2022.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

## **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:**  
**2021-761635**

Date Filed:  
06/03/2021

**Date Acknowledged:**

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

Republic Waste Services of Texas, Ltd.  
Arlington, TX United States

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

## City of North Richland Hills

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

## 21-013 Solid Waste Recycling

## **Solid waste and recycling collection, disposal and recycle processing services.**

**5 Check only if there is NO Interested Party.**

1

**6. UNSWORN DECLARATION**

My name is VINCE HRABA and my date of birth is

My address is 1212 HARRISON, ARLINGTON, TX 76001, USA  
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TEXAS on the 14<sup>th</sup> day of Jacy, 2021  
(month) (year)

**Signature of authorized agent of contracting business entity  
(Declarant)**

# **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.

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

Republic Waste Services of Texas, Ltd.  
Arlington, TX United States

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

## City of North Richland Hills

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

## 21-013 Solid Waste Recycling

Solid waste and recycling collection, disposal and recycle processing services.

**5 Check only if there is NO Interested Party.**



---

## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
(street) \_\_\_\_\_, (city) \_\_\_\_\_, (state) \_\_\_\_\_, (zip code) \_\_\_\_\_, (country) \_\_\_\_\_

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

Beaufort Gazette	The Herald - Rock Hill	el Nuevo Herald - Miami	Sun News - Myrtle Beach
Belleville News-Democrat	Herald Sun - Durham	Modesto Bee	The News Tribune-Tacoma
Bellingham Herald	Idaho Statesman	Raleigh News & Observer	The Telegraph - Macon
Bradenton Herald	Island Packet	The Olympian	San Luis Obispo Tribune
Centre Daily Times	Kansas City Star	Sacramento Bee	Tri-City Herald
Charlotte Observer	Lexington Herald-Leader	Fort Worth Star-Telegram	Wichita Eagle
Columbus Ledger-Enquirer	Merced Sun-Star	The State - Columbia	
Fresno Bee	Miami Herald	Sun Herald - Biloxi	

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19363	57208	Print Legal Ad - IPL0021883		\$76.94	1	3.21

**Attention:** Traci Henderson  
**CITY OF NORTH RICHLAND HILLS**  
PO BOX 820609  
NORTH RICHLAND HILLS, TX 761820609

**CITY OF  
NORTH RICHLAND HILLS  
NOTICE OF REQUEST FOR RFP  
RESPONSES**

The City of North Richland Hills is accepting responses for:  
RFP 21-013 SOLID WASTE AND RECYCLING SERVICES  
A mandatory pre-bid conference is scheduled for 10:00 A.M. (CST) Monday May 10, 2021 North Richland Hills City Hall Community Room, 4301 City Point Dr, North Richland Hills TX 76180.

RFP responses must be submitted by: 2:00:00 PM Wednesday, June 16, 2021

Those interested in participating in this competitive process may download the specifications from [www.publicpurchase.com](http://www.publicpurchase.com) or bid forms may be obtained from the Purchasing Department at 4301 City Point Drive, North Richland Hills, TX 76180 Monday through Friday (8:00 a.m. to 5:00). The City of North Richland Hills reserves the right to reject any and all RFP responses and act in the best interest of the City of North Richland Hills.

IPL0021883  
May 3,9 2021

**CITY OF  
NORTH RICHLAND HILLS  
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IPL0021883  
May 3,9 2021

**THE STATE OF TEXAS  
COUNTY OF TARRANT**

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

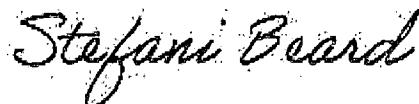
No. of Insertions: 2

Beginning Issue of: 05/03/2021

Ending Issue of: 05/09/2021



Sworn to and subscribed before me this 10th day of May in the year of 2021



Notary Public in and for the state of Texas, residing in Dallas County



STEFANI SCOTT BEARD  
My Notary ID # 131768951  
Expired October 23, 2022

Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager **DATE:** January 26, 2026  
**SUBJECT:** Consider approving the First Amended NEFDA Interlocal Agreement, making DFW Airport a member of NEFDA, and authorizing the City Manager to execute same.  
**PRESENTER:** Stan Tinney, Fire Chief

### **SUMMARY:**

DFW Airport has requested to become a member of the Northeast Fire Department Association (NEFDA).

### **GENERAL DESCRIPTION:**

North Richland Hills has been part of the Northeast Fire Department Association (NEFDA) since its inception in the mid-1960s. NEFDA has grown today to include 14 total communities. DFW Airport has requested to become a member and has received approval from NEFDA's Executive Board. Upon approval of each City Council (or governing bodies) of the First Amended NEFDA Interlocal Agreement, DFW will become the 15<sup>th</sup> member.

DFW Airport will bring a multitude of resources and will enhance NEFDA's overall response capabilities and services. The last executed interlocal agreement was in August of 2014. This attached First Amended NEFDA Interlocal Agreement includes additional language to add DFW Airport as a member.

### **RECOMMENDATION:**

Approve the First Amended NEFDA Interlocal Agreement, making DFW Airport a member of NEFDA, and authorize the City Manager to execute same.

**First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement  
(Amended May 28, 2025)**

**The State of Texas**

**Tarrant County**

This First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement (this "Agreement") is made and entered into by and between the Cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club, Watauga, Westlake, and Dallas Fort Worth International Airport Board ("DFW Airport"), herein referred to collectively as "Parties" and individually as a "Party". The Parties to this Agreement are also known as the Northeast Fire Department Association ("NEFDA").

**WHEREAS**, the Parties previously entered into that Northeast Fire Department Association (NEFDA) Interlocal Agreement dated August 14, 2014, setting forth the duties and obligations of the Parties with respect to the use and replacement of jointly-used emergency response equipment (the "Original Agreement"); and

**WHEREAS**, the Original Agreement was amended by the Amendments to the Interlocal Agreement Between the Northeast Fire Department Association (NEFDA) and the Cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD #1, Watauga, and Westlake for the Efficient Use of Fire Equipment Which was entered into on August 14, 2014, these amendments being approved on July 11, 2019; and

**WHEREAS**, the Parties now desire to enter into this First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement to supersede and take the place of the Original Agreement; and

**WHEREAS**, the Parties desire to continue to contribute and particular in a capital replacement program for the use and replacement of jointly-used emergency response equipment and to provide other operational and training resources; and

**WHEREAS**, Dallas Fort Worth International Airport Board intends to participate as a full member in the operations and training resources without participate in the capital replacement program in any manner; and

**WHEREAS**, the Fire Chief for each of the Parties shall be a member for purposes of the operation of NEFDA (the "Members"); and

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to all Parties under the terms of this Agreement, it is hereby agreed as follows:

## I. **Capital Replacement Funding Procedures**

NEFDA has purchased over \$2.8 million in capital equipment through grant programs and its operating budget since its inception. In order to assure that major equipment can be replaced in future years, a Capital Replacement Fund will be established. Each Party, with exception of DFW Airport, will be responsible for making contributions to the Capital Replacement Fund. The contributions will be based on a schedule approved by the NEFDA Board. The funds will be placed in a depository account managed by the NEFDA Board. The NEFDA Board and the Members, with the exception of DFW Airport, will complete an annual report detailing the status of the Fund and the plan for the purchase and replacement of the jointly-used emergency response equipment. The replacement and funding schedules will be reviewed by the NEFDA Board and the Members, with the exception of DFW Airport, at an Annual Meeting. Disbursements from the Fund will be approved by the NEFDA Board and the Members, with the exception of DFW Airport, and as determined by the funding plan.

The Capital Replacement Program will be updated annually by the NEFDA Board and the Members, with the exception of DFW Airport. The NEFDA Board will meet annually, in March, prior to the budget year to approve the Capital Replacement Program and to determine the Capital Replacement funding schedule. The Capital Replacement Schedule may be adjusted as new equipment is received or as old equipment is retired. The replacement and funding schedules will be reviewed by the Members at an annual meeting that will be held in April, prior to the plan's implementation of the new fiscal year on October 1<sup>st</sup>. All operational funds will be governed by the NEFDA Board. At any time if a Federal Audit is required of Grant Funds designated for NEFDA assets, NEFDA will reimburse the Parties for any audit expenses.

The decision as to what equipment needs replacement will be made by the NEFDA Board and the Members, with the exception of DFW Airport. The decision to purchase equipment will be approved by the NEFDA Board and the Members. The purchase of the equipment will be made by the NEFDA Board and the Members. Once the equipment is purchased, it will be transferred to the appropriate Party via a transfer. This transfer will allow the equipment to be housed by the Party, and titled in the Party's name. The Party will provide loss or damage insurance for the full replacement value of the equipment and properly maintain the equipment. The Party will assume all liability of the operation of the equipment. The Party and the NEFDA Board and the Members will determine when the equipment has reached end of useful life and is ready to be retired. The Party will return the equipment to the NEFDA. The NEFDA will dispose of the equipment in the most efficient manner while ensuring fair market value is received. In the event the Party in possession of the transferred equipment chooses to discontinue participation in the Agreement, the Party will return the equipment to NEFDA. The NEFDA Board and the Members are responsible for determining the best course of action for the equipment.

## II. Training Activities

The Parties desire to conduct training activities. Each Party agrees that all training activities will be conducted as follows:

- (1) In accordance with a training agreement as deemed necessary by the host department and executed by each participating Party;
- (2) Training costs will be billed in accordance with the executed agreement;
- (3) Each individual participating in training will be required to sign a waiver of liability document, as deemed necessary by the host department;
- (4) These requirements do not apply to mutual aid training under this Agreement.

## III. Term of Agreement / Consideration

**2.01 Term.** The terms of this Agreement shall become effective upon approval by the governing body for each respective Party hereto and shall remain in effect for an initial term of one (1) year commencing upon the date of each Party's signature below, which term shall renew automatically annually upon the anniversary date of this Agreement unless earlier terminated by a Party as provided herein. If a Party desires to opt out, the Party must give a 90-day written notice of such intent to the NEFDA Board. If a Party opts out, this Agreement remains intact for the remaining Parties. Adding Parties to this Agreement will not affect the terms of this Agreement.

**2.02 Consideration.** The Parties agree that sufficient consideration for this Agreement exists and is found in the cross promises set forth above and other good and valuable consideration. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement. Each Party's payment is identified in Exhibit A of this Agreement as of the effective date of this Agreement. Payment schedules may be amended by the NEFDA Board with notification of changes to annual capital and operations dues provided to the Members by March 15<sup>th</sup> of each year.

## IV. Amendments

This Agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. Any amendment to this Agreement will not be effective as to any Party that does not agree to the amendment.

**V.**  
**Compliance with All Applicable Laws**

The Parties shall observe and comply with all Federal, State, local laws, rules, ordinances, and regulations affecting the conduct or services provided and their performance of all obligations undertaken by this Agreement.

**VI.**  
**Legal Considerations**

All local, State, and Federal Laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of this Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement is performable in Tarrant County, Texas, and venue for any proceeding under this Agreement shall be in Tarrant County, Texas. This Agreement shall become binding and effective as to each individual Party upon signature by an authorized representative of such individual Party.

**VII.**  
**Liability / Governmental Immunity**

All civil liability arising from the furnishing of fire/EMS protection services under this Agreement shall be assigned to the Party actually providing the equipment, services, and manpower pursuant to Texas Government Code, Section 791.006 (a-1) and the assignment of liability is intended to be different than liability otherwise assigned under Texas Government Code, Section 791.006 (a). Notwithstanding the foregoing, the fact that Parties hereto accept certain responsibilities relating to the rendering of Fire Protection and Emergency Medical Services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. No Party hereto waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

**VIII.**  
**Insurance**

Each Party shall provide liability insurance to cover the operation of the equipment housed by that Party, and the acts and omissions or of its respective officers, employees, and agents' obligations under this Agreement. A Party may use a program of self-insurance to provide all or part of such liability insurance, but if so, such Party shall provide the details of such insurance to the other Parties upon request.

**IX.**  
**Non-Waiver**

All rights, remedies, and privileges permitted or available to any Party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy, or privilege shall not constitute a waiver or exclusive election of rights, remedies, or privileges with respect to any other permitted or available right, remedy, or privilege. Additionally, one instance of forbearance by any Party in the enforcement of any such right, remedy, or privilege against any other Party, shall not constitute a waiver of such right, remedy, or privilege by the forbearing Party. A default by any Party under this Agreement shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by such defaulting Party.

**X.**  
**Signature Authority**

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**XI.**  
**No Third-Party Beneficiaries**

By entering into this Agreement, the Parties do not create any obligations express or implied, other than those set forth herein. This Agreement shall not create any rights in any Parties not signatory hereto.

**CITY OF BEDFORD**

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**CITY OF COLLEYVILLE**

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**DALLAS FORT WORTH International Airport**

CEO

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

Attorney

**CITY OF EULESS**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF GRAPEVINE**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF HALTOM CITY**

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**CITY OF HURST**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF KELLER**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF NORTH RICHLAND HILLS**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF RICHLAND HILLS**

City Manager

Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**CITY OF ROANOKE**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF SOUTHLAKE**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**TOWN OF TROPHY CLUB**

Town Manager

Date

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

**CITY OF WATAUGA**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CITY OF WESTLAKE**

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Exhibit A – Effective 5/28/2025**

**Membership Dues – Operations**

<b>City</b>	<b>Population (COG 2024 estimates)</b>	<b>Base Dues</b>	<b>Additional Dues (Based on 1.097 per capita)</b>	<b>Total Dues</b>
Bedford	49,941	\$9,359.00	\$5,478.53	14,837.53
Colleyville	26,639	\$9,359.00	\$2,922.30	12,281.30
DFW	60,000	\$9,359.00	\$6,582.00	15,941.00
Euless	61,555	\$9,359.00	\$6,752.58	16,111.58
Grapevine	52,283	\$9,359.00	\$5,735.45	15,094.45
Haltom City	46,505	\$9,359.00	\$5,101.60	14,460.60
Hurst	40,454	\$9,359.00	\$4,437.80	13,796.80
Keller	47,476	\$9,359.00	\$5,208.12	14,567.12
North Richland Hills	73,062	\$9,359.00	\$8,014.90	17,373.90
Richland Hills	8,678	\$9,359.00	\$951.98	10,310.98
Roanoke	10,127	\$9,359.00	\$1,110.93	10,469.93
Southlake	32,195	\$9,359.00	\$3,531.79	12,890.79
Trophy Club	14,401	\$9,359.00	\$1,579.79	10,938.79
Watauga	23,775	\$9,359.00	\$2,608.12	11,967.12
Westlake	2,006	\$9,359.00	\$220.06	9,579.06
	549,097	\$140,385	\$60,235.94	200,620.94

**Membership Dues – Capital**

<b>City</b>	<b>Population (COG 2024 estimates)</b>	<b>Base Dues</b>	<b>Additional Dues (Based on .4297 per capita)</b>	<b>Total Dues</b>
Bedford	49,941	\$10,398.00	\$21,459.65	31,857.65
Colleyville	26,639	\$10,398.00	\$11,446.78	21,844.78
Euless	61,555	\$10,398.00	\$26,450.18	36,848.18
Grapevine	52,283	\$10,398.00	\$22,466.01	32,864.01
Haltom City	46,505	\$10,398.00	\$19,983.20	30,381.20
Hurst	40,454	\$10,398.00	\$17,383.08	27,781.08
Keller	47,476	\$10,398.00	\$20,400.44	30,798.44
North Richland Hills	73,062	\$10,398.00	\$31,394.74	41,792.74
Richland Hills	8,678	\$10,398.00	\$3,728.94	14,126.94
Roanoke	10,127	\$10,398.00	\$4,351.57	14,749.57
Southlake	32,195	\$10,398.00	\$13,834.19	24,232.19
Trophy Club	14,401	\$10,398.00	\$6,188.11	16,586.11
Watauga	23,775	\$10,398.00	\$10,216.12	20,614.12
Westlake	2,006	\$10,398.00	\$861.98	11,259.98
	489,097	\$145,572	\$210,164.98	355,736.98

**Northeast Fire Department Association (NEFDA) Interlocal Agreement**

**The State of Texas**

**Tarrant County**

This agreement is made and entered into by and between the cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD#1, Watauga, and Westlake, herein referred to as "Parties". This group of cities is also known as the Northeast Fire Department Association.

The Parties desire to enter into an agreement for the replacement of jointly-used emergency response equipment.

Now therefore, that it is agreed that in consideration of the mutual covenants, agreements and benefits to all Parties it is hereby agreed as follows:

**I.**  
**Capital Replacement Funding Procedures**

The Northeast Fire Department Association (NEFDA) has purchased over \$2.8 million in capital equipment through grant programs and its operating budget since its inception. In order to assure that major equipment can be replaced in future years, a Capital Replacement Fund will be established, and all funds will be deposited in a depository account managed by the City of Hurst. Each participating entity will be responsible for making annual contributions to the Capital Replacement Fund based on a schedule approved by the NEFDA Board and participating cities/agencies. The administration of the Capital Replacement Fund will be the responsibility of the NEFDA Board of Directors and the City Managers of Hurst, Euless and North Richland Hills and Haltom City (representing the participating cities/agencies). A listing of all Major Capital purchases over \$15,000 will be detailed in a replacement schedule showing the replacement amount and the year that the equipment is scheduled for replacement.

The Capital Replacement Program will be updated annually by the NEFDA Board and its members. The NEFDA Board and City Manager/District Manager representatives will meet annually, in March, prior to the budget year to approve the Capital Replacement Program and to determine the Capital Replacement funding schedule. The Capital Replacement Schedule may be adjusted as new equipment is received or as old equipment is retired. The replacement and funding schedules will be reviewed by all participating cities/agencies at an annual meeting that will be held in April, prior to the plans implementation on October 1<sup>st</sup> of the new fiscal year. All operational funds will be governed by the NEFDA Board of Directors. All year-end undesignated operational budget surpluses will be transferred to the Capital Fund by October 1<sup>st</sup>. At any time if a Federal Audit is required of Grant Funds, NEFDA will reimburse the cities/agencies for any audit expenses. Disbursements from the fund will be approved by the NEFDA Board and the City Manager/District Manager representatives as determined by the approved funding plan.

Each participating city/agency may house and operate specific equipment. If equipment is housed by a participating city/agency they will hold the title to that equipment. Each city/agency that holds title to equipment will be fully responsible for the equipment and will insure the equipment for loss or damage at full replacement value. Any retired equipment will be auctioned with the proceeds being deposited into the Capital Replacement Fund as permitted through grant funding procedures. Auctioned equipment will go through the public auction process as determined by State Law and by the entity that has responsibility for the equipment.

## II. Term of Agreement / Consideration

**2.01 Term.** The terms of the agreement shall become effective upon approval by the governing body for each respective Party hereto and shall remain in effect for an initial term of one (1) year commencing upon the date of each Party's signature below, which term shall renew automatically annually upon the anniversary date of this agreement unless earlier terminated by a Party as provided herein. If a Party desires to opt out, the Party must give a 90 day notice of such intent. If a Party opts out, the agreement remains intact for the rest of the Parties. Adding Parties to the agreement will not affect the terms of the agreement.

**2.02 Consideration.** The Parties agree that sufficient consideration for this agreement exists and is found in the cross promises set forth above and other good and valuable consideration. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this agreement. Each cities/agencies payment is identified in Exhibit A of this agreement.

## III. Amendments

This agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. The Amendment will not be effective to any Party that does not agree.

## VI. Compliance with All Applicable Laws

The Parties shall observe and comply with all Federal, State, local laws, rules, ordinances, and regulations affecting the conduct or services provided and their performance of all obligations undertaken by this Agreement.

## V. Legal Considerations

All local, State and Federal Laws shall supersede any provisions made in this agreement. Any provision so effected will not negate the rest of the agreement. In case any one or more of the

provisions contained in this agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein. This agreement is performable in Tarrant County, Texas, and venue for any proceeding under this agreement shall be in Tarrant County, Texas. This agreement shall become binding and effective as to each individual Party upon signature by an authorized representative of such individual Party.

#### **VI. Liability / Governmental Immunity**

All civil liability arising from the furnishing of fire/EMS protection services under this agreement shall be assigned to the party actually providing the equipment, services, and manpower pursuant to Texas Government Code, Section 791.006 (a-1) and the assignment of liability is intended to be different than liability otherwise assigned under Texas Government Code, Section 791.006 (a). Notwithstanding the foregoing, the fact that parties hereto accept certain responsibilities relating to the rendering of Fire Protection and Emergency Medical Services under this agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. No Party hereto waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

#### **VII. Insurance**

Each Party shall provide liability insurance to cover the operation of the equipment housed by that Party, and the acts and omissions or of its respective officers, employees, and agents' obligations under this agreement. A Party may use a program of self-insurance to provide all or part of such liability insurance, but if so, such party shall provide the details of such insurance to the other Parties upon request.

#### **VIII. Non-Waiver**

All rights, remedies and privileges permitted or available to any Party under this agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by any party in the enforcement of any such right, remedy or privilege against any other Party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by any party under this agreement shall not result in a forfeiture of any rights, remedies, or privileges under this agreement by such defaulting Party.

Exhibit A

City	City Population	Operation Dues			Capital Replacement Dues			Total NEFDA Fee
		Base Fee	Pop. Fee	Total	Base Fee	Pop. Fee	Total	
Bedford	47,310	\$4,500	\$3,321	\$7,821	\$5,000	\$13,010	\$18,010	\$25,831
Colleyville	23,270	\$4,500	\$1,634	\$6,134	\$5,000	\$6,399	\$11,399	\$17,533
Euless	51,570	\$4,500	\$3,620	\$8,120	\$5,000	\$14,182	\$19,182	\$27,302
Grapevine	47,070	\$4,500	\$3,304	\$7,804	\$5,000	\$12,944	\$17,944	\$25,749
Haltom City	42,190	\$4,500	\$2,962	\$7,462	\$5,000	\$11,602	\$16,602	\$24,064
Hurst	37,460	\$4,500	\$2,630	\$7,130	\$5,000	\$10,302	\$15,302	\$22,431
Keller	41,090	\$4,500	\$2,885	\$7,385	\$5,000	\$11,300	\$16,300	\$23,684
NRH	64,240	\$4,500	\$4,510	\$9,010	\$5,000	\$17,666	\$22,666	\$31,676
Richland Hills	7,870	\$4,500	\$552	\$5,052	\$5,000	\$2,164	\$7,164	\$12,217
Roanoke	6,470	\$4,500	\$454	\$4,954	\$5,000	\$1,779	\$6,779	\$11,733
Southlake	27,080	\$4,500	\$1,901	\$6,401	\$5,000	\$7,447	\$12,447	\$18,848
Trophy Club	9,400	\$4,500	\$660	\$5,160	\$5,000	\$2,585	\$7,585	\$12,745
Watauga	23,500	\$4,500	\$1,650	\$6,150	\$5,000	\$6,463	\$11,463	\$17,612
Westlake	1,040	\$4,500	\$73	\$4,573	\$5,000	\$286	\$5,286	\$9,859
<b>Total</b>	<b>429,560</b>	<b>\$63,00</b>	<b>\$30,15</b>	<b>\$93,15</b>		<b>\$118,12</b>		
		<b>0</b>	<b>5</b>	<b>5</b>	<b>\$70,000</b>	<b>9</b>	<b>\$188,129</b>	<b>\$281,284</b>

Base Fee	Pop Fee	Base Fee	Pop fee
\$0.070			
\$4,500	2	\$5,000	\$0.2750

IX.  
Signature Authority

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto and each Party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

X.  
No Third-Party Beneficiaries

By entering into this agreement, the Parties do not create any obligations express or implied, other than those set forth herein. This agreement shall not create any rights in any Parties not signatory hereto.

CITY OF BEDFORD

Bruce Griffith  
City Manager

ATTEST:

Michael Weil  
City Secretary

APPROVED AS TO FORM:

Mt R  
City Attorney

CITY OF COLLEYVILLE

James P. Kelly  
City Manager

ATTEST:

Cliff Sudley  
City Secretary

APPROVED AS TO FORM:

Mt R  
City Attorney

CITY OF GRAPEVINE

T. R. R.  
City Manager

ATTEST:

Jodi Brown  
City Secretary

APPROVED AS TO FORM:

Mt R  
City Attorney

CITY OF HALTOM CITY

Debra  
City Manager

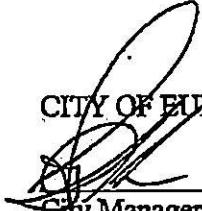
ATTEST:

Art Combs  
City Secretary

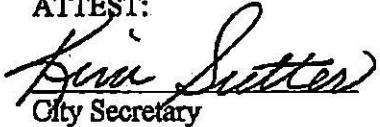
APPROVED AS TO FORM:

W. K. O.  
City Attorney

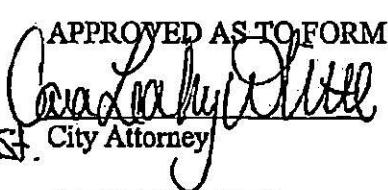
CITY OF EULESS

  
\_\_\_\_\_  
City Manager

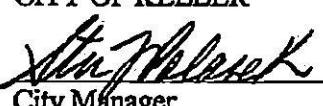
ATTEST:

  
\_\_\_\_\_  
Kris Sutter  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

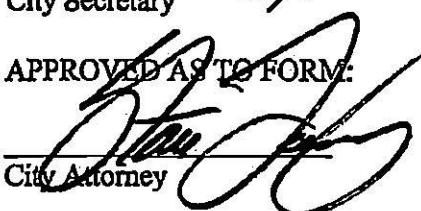
CITY OF KELLER

  
\_\_\_\_\_  
City Manager

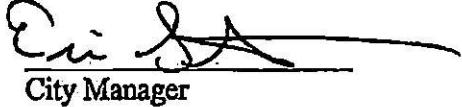
ATTEST:

  
\_\_\_\_\_  
Sally Stephens  
City Secretary

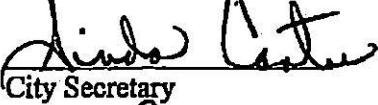
APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

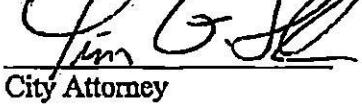
CITY OF RICHLAND HILLS

  
\_\_\_\_\_  
Eric S.  
City Manager

ATTEST:

  
\_\_\_\_\_  
Dinda Carter  
City Secretary

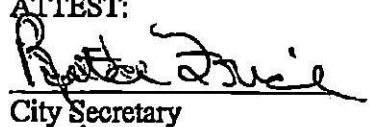
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jim G.  
City Attorney

CITY OF HURST

  
\_\_\_\_\_  
W. Al. Wey  
City Manager

ATTEST:

  
\_\_\_\_\_  
Ruthie Drue  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Z. H. Boyce  
City Attorney

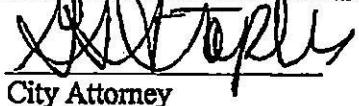
CITY OF NORTH RICHLAND HILLS

  
\_\_\_\_\_  
Mark Hindman  
City Manager

ATTEST:

  
\_\_\_\_\_  
Monica Duke  
Asst. City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John D. Phillips  
City Attorney

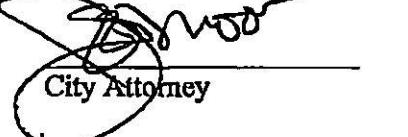
CITY OF ROANOKE

  
\_\_\_\_\_  
City Manager

ATTEST:

  
\_\_\_\_\_  
Christie C.  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John W. Wood  
City Attorney

CITY OF SOUTHLAKE

*Chana Appleton*  
City Manager

ATTEST:

*Alice Kilbuck*  
City Secretary

APPROVED AS TO FORM:

*John Taylor*  
City Attorney



CITY OF WATAUGA

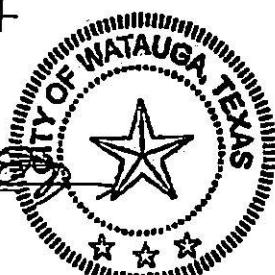
*Mark D. Sanders*  
City Mayor

ATTEST:

*R. R.*  
City Secretary

APPROVED AS TO FORM:

*Mark B. Davis*  
City Attorney



TROPHY CLUB MUD#1

*James L. Wright*  
District Manager

ATTEST:

*R. K. C.*  
District Secretary

APPROVED AS TO FORM:

*R. P. L.*  
MUD#1 Attorney

CITY OF WESTLAKE

*Thomas R. Bynum*  
City Manager

ATTEST:

*Kelly Dunn*  
City Secretary

APPROVED AS TO FORM:

*City Cunningham*  
City Attorney



**AMENDMENTS TO THE INTERLOCAL AGREEMENT  
BETWEEN THE NORTHEAST FIRE DEPARTMENT ASSOCIATION (NEFDA)  
AND THE CITIES OF BEDFORD, COLLEYVILLE, EULESS, GRAPEVINE, HALTOM CITY, HURST, KELLER,  
NORTH RICHLAND HILLS, RICHLAND HILLS, ROANOKE, SOUTHLAKE, TROPHY CLUB MUD #1,  
WATAUGA, AND WESTLAKE FOR THE EFFICIENT USE OF FIRE EQUIPMENT WHICH WAS ENTERED INTO  
ON AUGUST 14, 2014**

**Proposed Amendments**

The below two Amendments to the original interlocal Agreement are being recommended to improve the efficiency of replacing jointly-used emergency response equipment. The NEFDA Board and Members recommend adopting these Amendments. The Section on Amendments in the original Agreement reads, "This agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. The Amendment will not be effective to any party that does not agree."

**Capital Replacement Fund Procedures**

Each participating city/agency will be responsible for making contributions to the Capital Replacement Fund. The contributions will be based on a schedule approved by the NEFDA Board. The funds will be placed in a depository account managed by the NEFDA Board. The NEFDA Board and Members will complete an annual report detailing the status of the Fund and the plan for the purchase and replacement of the jointly-used emergency response equipment. The replacement and funding schedules will be reviewed by the NEFDA Board and its Members at an Annual Meeting. Disbursements from the Fund will be approved by the NEFDA Board and its Members and as determined by the funding plan.

**Transfer**

The decision as to what equipment is in need of replacement will be made by the NEFDA and its Members. The decision to purchase equipment will be approved by the NEFDA board and its Members. The purchase of the equipment will be made by the NEFDA Board and its Members. Once the equipment is purchased it will be transferred to the appropriate participating city/agency via a transfer. This transfer will allow the equipment to be housed by the city/agency, and titled in the city/agency name. The city/agency will provide loss or damage insurance for the full replacement value of the equipment and properly maintain the equipment. The city/agency will assume all liability of the operation of the equipment. The city/agency and the NEFDA Board and Members will determine when the equipment has reached end of useful life and is ready to be retired. The city/agency will return the equipment to the NEFDA. The NEFDA will dispose of the equipment in the most efficient manner while ensuring fair market value is received. In the event the city/agency in possession of the transferred equipment chooses to discontinue participation in the Agreement, the city/agency will return the equipment to the NEFDA. The NEFDA Board and Members will determine the best course of action for the equipment.

Adopted Amendments June 13, 2019 by NEFDA Board in regular monthly meeting.



## CITY COUNCIL MEMORANDUM

**FROM:** The Office of the City Manager   **DATE:** January 26, 2026  
**SUBJECT:** Announcements  
**PRESENTER:**

### **GENERAL DESCRIPTION:**

At each Council meeting a member of the governing body announces upcoming events in the City and recognizes an employee that exemplifies the City's core values.

#### **Announcements:**

The NRH Police Department and NRH2O Family Water Park are teaming up for the Polar Plunge on Saturday, February 7. Are you brave enough to join them? This annual event benefits Special Olympics Texas. You can find more details and the link to sign up in the calendar section of the NRHTX website or app.

Tuesday, January 27 is the last day to vote early in the Texas Senate District 9 runoff election. Election Day is Saturday, Jan. 31. Voting will take place from 7 a.m. to 7 p.m. at City Hall, the Northeast Tarrant Courthouse and other locations. Please visit the Tarrant County Elections website for more information.

The annual Daddy/Daughter Valentine's Dance is coming up on Saturday, February 21 in the Grand Hall at the NRH Centre. The dance does sell out, so get your tickets early. They can be purchased online through the NRH Centre's website.

#### **Kudos Korner:**

Every Council Meeting, we spotlight our employees for the great things they do. Tonight we recognize:

**Julie Adkins and Jennifer Mills at the NRH Senior Center** – A resident recently shared praise for Julie and Jennifer and the incredible work they do at the NRH Senior Center. He emphasized how vital the center is to our community and commended their outstanding leadership and dedication to creating so many wonderful activities for residents. “Every time I see them, they both have a smile on their face, so much energy, and a genuine happiness. They do an incredible job,” he said. Thank you, Julie and Jennifer, for your enthusiasm and commitment. Keep up the great work!