



CITY OF NORTH RICHLAND HILLS
CITY COUNCIL AGENDA
4301 CITY POINT DRIVE
NORTH RICHLAND HILLS, TX 76180
MONDAY, APRIL 13, 2026

WORK SESSION: 5:00 PM

Held in the Council Workroom

CALL TO ORDER

1. [Discuss items from regular City Council meeting.](#)
2. [Welcome and introduction - public official, public employee, or citizen.](#)
3. [Review proposed ethics ordinance and amendments to Council Rules of Procedure.](#)
4. [Charter election update regarding terms and term limits.](#)
5. [2026 Restaurant Rewards Update](#)
6. [Presentation on implementation of permitting efficiency study recommendations.](#)
7. [Short-Term Rental Registration Program Update](#)

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 studies - Facilities and Utility Billing
- * Legislative and Intergovernmental program
- * Capital Program Advisory Committee
- * Top workplace awards

EXECUTIVE SESSION

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

The City Council may confer privately with its attorney to seek legal advice on any matter listed on the agenda or on any matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Texas Government Code.

1. [Section 551.071: Consultation with City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - \(1\) Jessie Goodfellow v. City of North Richland Hills, et al, Cause No. 352-366545-25; \(2\) Travis Scott Gray v. City of North Richland Hills, et al, Civil Action No. 4-25CV1276-09; \(3\) Bank of the West v. G.Q. Enterprises Corp., et al, Cause No. 141-376075-26; \(4\) Short Term Rental Regulations; and \(5\) TxDOT SH 26 Turn Back Project.](#)

2. [Section 551.087: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development or deliberation of the offer of a financial or other incentive to such a business prospect - \(1\) Northeast Corner of Boulevard 26 & Harwood Road and \(2\) EZ Streets Empowerment Zone.](#)
3. [Section 551.074: Personnel Matters to deliberate the employment, evaluation, and duties of public officers or employees - City Manager](#)

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

Held in the City Hall Council Chambers

A. CALL TO ORDER

A.1 INVOCATION - COUNCIL MEMBER DELANEY

A.2 PLEDGE - MAYOR MCCARTY

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

A.3.1 [Presentation by Alliance for Children](#)

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 March 23, 2026 City Council meeting.](#)

- B.2 Consider Resolution No. 2026-021, authorizing the renewal subscriptions for five Flock Safety Gunshot Detection Raven devices from Flock Group Inc. in the amount of \$113,105.02 using FY 2026 North Texas Anti-Gang Center Grant #2848911 funds and \$125,000.00 using FY 2027 North Texas Anti-Gang Center Grant #2848912 funds, if awarded, for a total amount of \$238,105.02 and authorizing the City Manager to execute Regional Asset Transfer Addendums with the City of Fort Worth to transfer the subscriptions approved therein.
- B.3 Consider Resolution No. 2026-022, authorizing submission of the application and acceptance of allocated funds, if awarded, in the amount of \$12,033 for the Office of Justice Programs' Bureau of Justice Assistance (BJA) FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula.
- B.4 TR26-02, Ordinance No. 3950, amending Chapter 54, Article XI Residential Permit Parking Zone.
- B.5 Approve Resolution No.2026-023, approving participation in the Remnant Defendants Settlement with Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).
- C. PUBLIC HEARINGS
- C.1 ZC25-0149, Ordinance No. 3951, Public hearing and consideration of a request from Electrify America LLC for a special use permit for an accessory non-required off-street parking lot for electric vehicle charging at 6421 Precinct Line Road, being 0.975 acres described as Lot 17R, Block 1, Thompson Park Estates.
- C.2 ZC26-0157, Ordinance No. 3952, Public hearing and consideration of a request from Hernandez and Son's LLC for a special use permit for a permanent accessory building at 7228 Bursey Road, being 2.07 acres described as Lot 1, Block 1, Griffin Addition.
- C.3 TR26-01, Ordinance No. 3953, Public hearing and consideration regarding city-initiated text amendments to Section 118-718 for the purpose of revising accessory building and structure regulations.

D. PLANNING AND DEVELOPMENT

E. PUBLIC WORKS

E.1 [Consider Resolution No. 2026-024, recommending the award of a construction contract by Tarrant County to XIT Paving and Construction, Inc. for the David Court Pavement Improvement Project for the 51st Annual Community Development Block Grant Project in the total contract amount of \\$339,060.](#)

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 Resolution No. 2026-025, authorizing the submission of a grant application and acceptance of funds, if awarded, in an amount not to exceed \\$5,000 through the 2026 Walmart Spark Good Local Grant Program.](#)

G.2 [Consider Ordinance No. 3954, amending Chapter 2, Article II, of the Code of Ordinances of the City of North Richland Hills adding Division 4. Code of Ethics.](#)

G.3 [Introduce recommended amendments to the Council Rules of Procedure.](#)

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 GOETZ

I.1 [Announcements](#)

J. ADJOURNMENT

Certification

I do hereby certify that the above notice of meeting of the North Richland Hills City Council was posted at City Hall, City of North Richland Hills, Texas in compliance with Chapter 551, Texas Government Code on Tuesday, April 7, 2026 by 5:00 PM.

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:** April 13, 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:** April 13, 2026

SUBJECT: Review proposed ethics ordinance and amendments to Council Rules of Procedure.

PRESENTER: Ad-Hoc Council Committee

GENERAL DESCRIPTION:

The City Council appointed an Ad-Hoc Committee to review and propose guidelines for ethical conduct by city officials. The committee is comprised of Council members Delaney, Roberts and Mitchell.

The proposed ordinance amends Chapter 2, Article II of the City's Code of Ordinances by adding Division 4: Code of Ethics, establishing comprehensive standards for elected and appointed officials.

Purpose

The ordinance is intended to:

- Promote integrity, impartiality, and transparency in municipal governance.
- Provide clear ethical standards for City Council members and appointed board/commission members.
- Serve as both a guide for conduct and a basis for discipline when violations occur.

Summary of Key Provisions

- **Applicability:** Covers City Council and appointed board/commission members; excludes city employees who already follow ethical standards outlined in the City's Personnel Policies and the City Charter.
- **Standards of Conduct:** Prohibits conflicts of interest, misuse of position, acceptance of improper gifts, disclosure of confidential information, and use of city resources for personal or political purposes.
- **Additional Rules:** Includes voting restrictions on nonprofit funding and land use matters, disclosure requirements, and limitations on political activity.
- **Council Code of Conduct:** Establishes house rules emphasizing respect, transparency, and confidentiality.
- **Complaint Process:** Provides detailed procedures for filing, investigating, and resolving ethics complaints, including penalties for false complaints.
- **Enforcement:** Allows for letters of notification, admonition, reprimand, censure, removal from office, and fines up to \$500.
- **Acknowledgement & Training:** Requires officials to acknowledge receipt of the code and mandates annual ethics training.



The committee presented its findings to the City Council during the February 23, 2026, work session. Following the presentation, the City Council discussed the proposed ordinance and provided feedback. The committee met on March 16, 2026, to revise the proposed ordinance to address the comments and direction provided during the February 23 meeting.

The committee will present its final recommendations during the work session. A companion item, G.2, to consider the ethics ordinance, is on the regular agenda for City Council action.

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ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING CHAPTER 2, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF NORTH RICHLAND HILLS; ADDING DIVISION 4. CODE OF ETHICS; PROVIDING FOR PENALTY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES AND REPEAL OF CONFLICTING PROVISIONS; PROVIDING SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of North Richland Hills, Texas desires to establish guidelines for the conduct of city officials; and

WHEREAS, the Mayor, Council members, and appointed members of the boards, commissions, and committees of the city should be independent and impartial and responsible to the citizens of North Richland Hills; and

WHEREAS, the City Council appointed an Ad-Hoc Council Committee to review and propose guidelines and an ethics ordinance for city officials; and

WHEREAS, the Ad-Hoc Council Committee presented their findings at the February 23, 2026, and April 13, 2026, work session meetings.

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

SECTION 1: The City Council hereby finds the recitals above to be true and correct, and such recitals are hereby incorporated into this Ordinance as if written herein.

SECTION 2: The Code of Ordinances of the City of North Richland Hills, Texas is hereby amended by amending Chapter 2, Article II, adding Division 4. Code of Ethics to read as follows:

42 **“DIVISION 4. CODE OF ETHICS**

43 **Sec. 2-100. Purpose.**

44 It is hereby declared to be the policy of the city that the proper operation of democratic
45 government requires that public officials be independent, impartial and responsible only
46 to the people of the city; that no officer shall permit any interest, financial or otherwise,
47 direct or indirect, or engagement in any business, transaction, or professional activity to
48 conflict with the proper discharge of such person's duties in the public interest; that public
49 office not be used for personal gain; and that the City Council at all times shall be
50 maintained as a nonpartisan body. To implement such a policy, the City Council deems
51 it advisable to enact a code of ethics for officials, as defined in this division, whether
52 elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of
53 the city's public servants, but also as a basis for discipline for those who refuse to abide
54 by its terms, the overriding interest being that such officers of the city shall at all times
55 strive to avoid even the appearance of impropriety.

56 **Sec. 2-101. Title; application.**

- 57 a) This division shall be known as the code of ethics.
- 58 b) This code of ethics shall apply to all officials as defined in this division.
- 59 c) This code of ethics does not apply to employees, including those individuals employed
60 on a full-time, part-time, or internship basis (including those who may serve on a city
61 board, committee, or commission) nor to independent contractors of the city. The
62 standards of conduct for employees are governed by the City of North Richland Hills
63 Personnel Policies and the City Charter.
- 64 d) This code of ethics applies to members of all city boards, commissions, and
65 committees as defined in this division, except when such member is an independent
66 contractor of the city or a city employee, including an individual employed on a full-
67 time, part-time, or internship basis.
- 68 e) This code of ethics applies to the conduct or actions of public officers, as defined in
69 this division, which occurs in whole or in part after the date of adoption of this division.
- 70 f) This code of ethics applies to officers only while such persons hold such position or
71 office.

72 **Sec. 2-102. Definitions.**

73 The following words, terms, and phrases, when used in this division, shall have the
74 meanings ascribed to them in this section, except where the context clearly indicates a
75 different meaning:

76 *Benefit* means anything reasonably regarded as pecuniary or economic gain or pecuniary
77 or economic advantage, including benefit to any other person in whose welfare the
78 beneficiary has a direct and substantial interest.

79 *Business entity* means any person, entity, corporation (whether for-profit or nonprofit),
80 general or limited partnership, sole proprietorship, joint venture, unincorporated

81 association or firm, institution, trust, foundation, holding company, joint-stock company,
82 receivership, or other entity recognized by law, whether or not organized for profit, which
83 has an economic interest, or seeking such, in conducting business with the city. Business
84 entity also includes any business entity that represents a party conducting or seeking to
85 conduct business with the city.

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

87 *City Council / Council* means the governing body (mayor and council members) of the
88 city.

89 *Confidential information* means any information to which an official has access in such
90 person's official capacity which may not be disclosed to the public except pursuant to
91 state and/or federal law and which is not otherwise a matter of public record or public
92 knowledge. Confidential information includes the following information, however
93 transmitted: (i) any information from a meeting closed to the public pursuant to the Texas
94 Open Meetings Act or other law regardless of whether disclosure violates the Texas Open
95 Meetings Act or Texas Public Information Act; (ii) any information protected by attorney
96 client, attorney work product, or other applicable legal privilege; and (iii) any information
97 deemed confidential by law.

98 *Contract* means any lease, claim, account or demand against or agreement with any
99 entity or person, whether express or implied, executed or executory, oral or written.

100 *Corporation* means any corporation that has a board of directors appointed in whole or in
101 part by the City Council that is operating under the direct authority of or subject to the
102 direct control of the City Council.

103 *Council member* means an elected/appointed officer in Places 1-7.

104 *Employee* means any person employed by the city, including those individuals on a part-
105 time or internship basis, but does not include independent contractors.

106 *Gift* means anything of value, regardless of form, offered or given in the absence of
107 adequate and lawful consideration. It does not include the receipt or acceptance of
108 campaign contributions which are regulated by federal, state and/or local laws or
109 ordinances.

110 *Knowingly* means a person acts knowingly, or with knowledge, with respect to the nature
111 of the person's conduct or to circumstances surrounding the conduct when the person is
112 aware of the nature of the conduct or that the circumstances exist. A person acts
113 knowingly, or with knowledge, with respect to a result of the person's conduct whether
114 the person is aware that the conduct is reasonably certain to cause the result.

115 *Officer or official* means any member of the City Council and any appointed member of a
116 city board, commission or committee established by ordinance, Charter, state law or
117 otherwise, on a temporary or permanent basis, operating either under the direct or indirect
118 authority or subject to either the direct or indirect control of the City Council.

119 *Relative* means any person related to an officer within the second degree by
120 consanguinity or affinity. This relationship includes the spouse, parents, children,
121 stepchildren, father and mother-in-law, or son and daughter-in-law, grandparents,
122 grandchildren, sisters and brothers of the officer.

123 *Sergeant at Arms* is a designated officer, the Chief of Police, or his designee assigned to:
124 maintain order during City Council meetings, enforce rules of decorum and procedure,
125 provide security, control access, and remove disruptive individuals, support procedural
126 flow, and aiding the presiding officer.

127 *Special privileges* means a right, advantage or favor of or for a particular person, occasion
128 or purpose not otherwise available to others.

129 *Substantial interest* means: (i) the ownership of ten percent or more of the voting stock or
130 shares of a business entity; (ii) the ownership of ten percent or more, or \$15,000.00 or
131 more of the fair market value of a business entity; or (iii) funds received from the business
132 entity exceed ten percent of the person's gross income for the previous year, and action
133 on the matter involving the business entity will have a special economic effect on the
134 business entity that is distinguishable from the effect on the public. It is expressly provided
135 herein that an investment or ownership in a publicly held company, in an amount less
136 than \$15,000.00 does not constitute a substantial interest. Substantial interest in real
137 property means the person has an interest in the real property that is equitable or legal
138 ownership with a fair market value of \$2,500.00 or more; and it is reasonably foreseeable
139 that an action on a matter involving the real property will have a special economic effect
140 on the value of the real property distinguishable from its effect on the public. (Ownership
141 includes any partnership, joint or corporate ownership or any equitable or beneficial
142 interest as a beneficiary of a trust.) An officer is considered to have a substantial interest
143 under this code of ethics if a person related to the officer in the second degree of
144 consanguinity or affinity has a substantial interest under this code of ethics.

145 **Sec. 2-103. Standards of conduct.**

146 No officer of the city or a relative thereof shall:

147 a) Have a financial interest, direct or indirect, in any contract with the city, nor shall such
148 person be financially interested, directly or indirectly, in the sale to the city of any land,
149 or rights or interest in any land, materials, supplies or service. The "financial interest"
150 contemplated under this section, the City's Code of Ordinances, and under the City
151 Charter, Article XVIII, Section 13 requires that such person receive an actual financial
152 benefit from the transaction with the city. An actual financial benefit from the
153 transaction shall include:

154 1. An ownership in the entity transacting business with the city where the
155 ownership interest is more than ten percent.

156 2. Compensation as an employee, officer or director of the entity transacting
157 business with the city where such compensation is affected by the entity's
158 transaction with the city.

159 b) Participate in a vote or decision on any matter in which the officer has a substantial
160 interest. A city official who is required to abstain from participation in a matter under
161 this section or under state law shall leave the room where the meeting is held during
162 any discussion of, and vote on, the matter.

163 c) Represent or appear on behalf of private interests of others before the City Council,
164 or any agency, board, commission, corporation, or committee of the city, nor shall

165 represent any private interests of others in any action or proceeding involving the city,
166 nor voluntarily participate on behalf of others in any litigation to which the city is, or
167 might be, an adverse party. The restrictions of this subsection 2-4(c) do not prohibit
168 an officer, or relative of an officer, who is the president, vice president, or officer of a
169 homeowner's association from appearing before the City Council, or any agency,
170 board, commission, or committee of the city to represent such homeowner's
171 association, except that no such officer or relative of such officer shall appear before
172 the agency, board, commission, or committee of the city of which such officer is a
173 member.

174 d) Accept any gift from any person that might reasonably tend to influence such officer
175 in the discharge of such person's official duties. The prohibition against gifts **shall not**
176 **apply to:**

- 177 1. A lawful campaign contribution;
- 178 2. An honorarium in consideration for services unless the officer would not have
179 been asked to provide the services but for the officer's position;
- 180 3. Meals, lodging, transportation in connection with services rendered by the
181 officer at a conference, seminar or similar event that is more than merely
182 perfunctory;
- 183 4. Complimentary copies of trade publications and other related materials;
- 184 5. Attendance at hospitality functions at local, regional, state or national
185 association meetings and/or conferences;
- 186 6. Any gift which would have been offered or given to the person if such person
187 was not an officer or employee of the city;
- 188 7. An occasional item with a value less than \$50.00;
- 189 8. Tee shirts, caps and other similar promotional material;
- 190 9. Meals, transportation and lodging in connection with a seminar or conference
191 at which the officer is providing services;
- 192 10. Gifts on account of kinship or a personal, or professional, or business
193 relationship independent of the officer's status;
- 194 11. Complimentary attendance at political or charitable fundraising events; and
- 195 12. Meals, lodging, transportation, or entertainment furnished in connection with
196 public events, appearances or ceremonies related to official city business, if
197 furnished by the sponsor of such public events.

198 e) Use such person's official position to secure special privileges or benefits for such
199 person or others.

200 f) Grant any special consideration, treatment, or advantage to any citizen, individual,
201 business organization or group beyond that which is normally available to every other
202 citizen, individual, business organization, or group.

203 g) Misuse and disclosure of confidential information.

- 204 1. It is a violation of this ethics code for a city official to violate V.T.C.A., Penal
205 Code, § 39.06 (Misuse of Official Information), as amended.
- 206 2. A city official shall not disclose to the public any information that is deemed
207 confidential under any federal, state, local law, or City Council house rules.
- 208 h) Engage in any outside activities which will conflict with or will be incompatible with
209 such person's official position or duties as an officer of the city.
- 210 i) Use city supplies, personnel, property, equipment, or facilities (whether tangible or
211 intangible) for any purpose other than the conduct of official city business, unless
212 otherwise provided for by law, ordinance, or city policy.
- 213 j) Act as a surety on any official bond required for any officer or employee of the city, or
214 for a business that has a contract, work, or business with the city.

215 **Sec. 2-104. Additional standards.**

- 216 a) No member of the City Council who is on the board of a nonprofit organization may
217 vote on any funding request by that nonprofit organization, unless the nonprofit
218 organization has a board of directors or trustees appointed in whole or in part by the
219 City Council.
- 220 b) With the exception of those proceedings allowed under this division, no member of
221 the City Council shall personally appear in such person's own behalf before the City
222 Council, or any city board, commission, corporation, or committee but may designate
223 and be represented by a person of such person's choice in any such personal matter.
- 224 c) No member of the City Council, the planning and zoning commission, zoning board of
225 adjustment, or substandard building board shall participate in, or vote on, any land
226 use matter in which such officer has a substantial interest in any real property within
227 200 feet of the real property, the subject of the land use matter. For purposes of this
228 subsection 2-5(c) "land use matter" shall mean zoning, plat approval, site plan or other
229 development approvals or permits, variances or exceptions. The term "land use
230 matter" does not include studies or similar matters that are for the benefit of the city
231 and which are not unique to real property within 200 feet of the real property, the
232 subject of the land use matter, in which the officer has a substantial interest.
- 233 d) No member of the City Council shall fail or refuse to file a conflicts disclosure
234 statement as required by V.T.C.A. Local Government Code Ch. 176, as amended.

235 **Sec. 2-105. City Council code of conduct – house rules.**

236 As stewards of North Richland Hills, each member of the City Council holds a profound
237 responsibility to conduct public business with integrity, transparency, and respect. These
238 house rules embody that commitment and set the expectations held for City Council in
239 serving the city.

- 240 a) Honor City Council Decisions — Once a final vote has taken place, I will support
241 and uphold the outcome, even if I personally oppose it, recognizing that a unified
242 voice maintains public confidence and effective municipal governance.

- 243 b) Prioritize the City’s Well-Being — Every issue I consider will be evaluated strictly
 244 by what is best for the City of North Richland Hills and its residents, not by
 245 individual preferences, special interests, or personal gain.
- 246 c) Truthfulness and Integrity – Always be honest in words and actions. Communicate
 247 facts accurately and avoid misleading statements.
- 248 d) Vision-Driven Decision Making – Base decisions on the City’s long-term vision,
 249 goals, and priorities—not on personal interests or short-term gains.
- 250 e) Respectful Dialogue and Collaboration – Treat others with courtesy and
 251 professionalism. Be prepared for each meeting. Allow full discussion of items,
 252 listen actively, and avoid interrupting or dismissing differing views.
- 253 f) Transparency and Open Communication – Share relevant information proactively.
 254 Be clear about your reasoning and positions. If you disagree, express it respectfully
 255 and constructively.
- 256 g) Agree to disagree – Recognize that differences of opinion are natural. Debate
 257 issues respectfully and accept final decisions without hostility.
- 258 h) Conduct of Business in Public Forums – Discuss with a quorum of the city council,
 259 public business or public policy over which the City Council has supervision or
 260 control only in official City Council meetings posted in accordance with the Texas
 261 Open Meetings Act (“TOMA”) —not on social media or other informal platforms.
- 262 i) Advance Communication and Fairness – Share questions and concerns ahead of
 263 meetings with the City Manager whenever possible.
- 264 j) Confidentiality – Protect the confidentiality of executive sessions and sensitive
 265 information related to city operations at all times.
- 266 k) Inclusive Citizen Engagement – When seeking input, reach out broadly to all
 267 residents rather than select groups.
- 268 l) Respect for Presiding Officer and Procedures – Elected officials shall respect the
 269 chair and adhere to designated rules of procedure and parliamentary practices, as
 270 outlined in Chapter 2, Article II, of the North Richland Hills Code of Ordinances,
 271 during meetings to ensure orderly and fair deliberation.
- 272 m) Timely Response to the Public – City Council members shall respond promptly and
 273 professionally to inquiries from the public, following established communication
 274 protocols and legal requirements.

275 **Sec. 2-106. Statements by public officials.**

- 276 a) When the City of North Richland Hills is involved in litigation or a legal dispute, council
 277 members shall refrain from commenting on settlements, appeals, or other issues
 278 related to the subject until the matter is resolved. The mayor or city attorney shall be
 279 authorized to provide any public responses or comments, as needed on matters
 280 involving litigation.

281

282 b) When speaking in an “official” capacity on behalf of the city, the following guidelines
283 apply:

- 284 1. The mayor speaks for the city and consensus of the City Council.
- 285 2. The city manager speaks on administration and management issues.
- 286 3. Council members are to refer media contacts to the mayor and city manager.

287 c) Statements made by public officials are conducted in a professional manner.

288 **Sec. 2-107. Restrictions on political activity and political contributions.**

289 a) No city official or candidate for City Council shall meet with any employee or group of
290 employees of the city for political campaign purposes while such employees are on
291 duty unless part of an approved City Council activity or part of a public political forum
292 in which all candidates for City Council are invited to participate.

293 b) No city official shall, directly or indirectly, coerce or attempt to coerce any city
294 employee to:

- 295 1. Participate in an election campaign, contribute to a candidate or political
296 committee, or engage in any other political activity relating to a particular party,
297 candidate, or issue; or
- 298 2. Refrain from engaging in any lawful political activity.

299 c) The following actions by city officials are not prohibited by this section:

- 300 1. The making of a general statement encouraging another person to vote in an
301 election;
- 302 2. A solicitation of contributions or other support that is directed to the general
303 public or to an association or organization; and
- 304 3. The acceptance of a campaign contribution from a city employee.

305 d) No city official shall use, request, or permit the use of city facilities, personnel,
306 equipment, or supplies for the creation or distribution of materials to be used in a
307 political campaign or for any other purpose in support of a political campaign.
308 However, meeting rooms and other city facilities that are made available for use by
309 the public may be used for political purposes by city officials under the same terms
310 and conditions as they are made available for other public uses.

311 **Sec. 2-108. Regulations applicable to former members of City Council and**
312 **appointed board/commission members.**

313 A former member of City Council or an appointed board/commission shall not use or
314 disclose, for any reason or purpose except as herein permitted, confidential government
315 information acquired during the member's service on the City Council or an appointed
316 board/commission. This prohibition shall not apply if:

- 317 a) The information is no longer confidential.
- 318 b) The information involves reports of illegal or unethical conduct and is disclosed to
319 a law enforcement agency or the city as a complaint under this division; or
- 320 c) The disclosure is necessary to further public safety and is not otherwise prohibited
321 by law.

322 **Sec. 2-109. Disclosure of substantial interest.**

323 Any officer, who has a substantial interest in any matter pending before the body, board,
324 commission, corporation, or committee of which the officer is a member, before a vote or
325 decision on such matter, shall file an affidavit stating the nature and extent of the
326 substantial interest, and shall abstain from further participation in such matter. The
327 affidavit shall be on a form provided by the city and must be filed with record keeper for
328 such body, board, commission, corporation, or committee. A city official who is required
329 to abstain from participation in a matter under this section or under state law shall leave
330 the room where the meeting is held during any discussion of, and vote on, the matter.

331 **Sec. 2-110. Complaints against officers.**

- 332 a) All complaints or allegations of a violation of this code of ethics against an officer shall
333 be made in writing on a form provided by the city, sworn to before a notary public, and
334 filed of record with the city secretary. Such complaint shall describe in detail the act or
335 acts complained of and the specific section(s) of this code of ethics alleged to have
336 been violated. A general complaint lacking in detail shall not be sufficient to invoke the
337 investigation procedures contained herein; and anonymous complaints shall not be
338 considered. The city secretary shall provide a copy of the complaint to the affected
339 officer and the City Council, and immediately refer the complaint to the city attorney,
340 who shall initially review the complaint to determine if the complaint contains sufficient
341 detail and alleges a violation of the code of ethics. The affected officer may file a
342 written response to the complaint within seven calendar days after the complaint is
343 filed with the city secretary, who shall forward the response, if any, to the city attorney.
- 344 b) The city attorney shall submit a written report to the City Council as soon as possible
345 but not later than 15 calendar days after the receipt of the complaint, unless an
346 extension is granted by a majority of the non-implicated City Council members. The
347 city attorney may contact the complainant, interview witnesses, and examine any
348 documents necessary for the report. Such report shall be comprehensive and explain
349 in detail all facts, findings, and conclusions in support of the city attorney's opinion as

350 to whether or not a violation of this code of ethics occurred. When the city attorney
351 receives a vague complaint or one lacking in detail, the city attorney shall contact the
352 complainant to request a written clarification. Within seven calendar days, if the
353 complainant fails to provide the city attorney with written clarification, or if after written
354 clarification is provided, it is the opinion of the city attorney that the complaint is
355 insufficient in detail and/or fails to allege a prima facie violation of the code of ethics,
356 a written report to that effect shall be submitted to the City Council. If the city attorney
357 determines that a criminal violation may exist, the city attorney shall refer the matter
358 to the appropriate law enforcement agency.

359 c) If it is determined by the city attorney that the facts as alleged could constitute a
360 violation of this code of ethics, then the city attorney shall, within 30 calendar days
361 after receipt of the complaint, notify the mayor and Council members of the existence
362 and nature of the complaint. The City Council shall cause a meeting to convene,
363 whether regular or special, no sooner than 15 calendar days and no later than 30
364 calendar days after being so notified by the city attorney to further consider said
365 complaint in executive session. In any event, the city attorney shall immediately
366 proceed to fully investigate the alleged improprieties. For purposes of this
367 investigation, the city attorney shall have all of the powers of investigation as are given
368 to the City Council by reason of the City Charter and shall report back to the City
369 Council as soon as possible but in no event more than 30 calendar days from the date
370 City Council met with the city attorney to consider complaint unless an extension is
371 granted by the City Council. Said report shall be comprehensive and explain in detail
372 all facts, findings and conclusions in support of the city attorney's opinion as to whether
373 a violation of this code of ethics occurred. The city attorney has the same power to
374 subpoena witnesses and the production of documents, books, records and other
375 evidence as are given the City Council under the City Charter when acting pursuant
376 to this subsection. It shall be unlawful and an offense for any person to fail to obey a
377 subpoena or to produce books, papers or other evidence as ordered under the
378 provisions of this section and shall constitute a misdemeanor and shall be punishable
379 by fine not to exceed \$500.00.

380 d) The City Council shall consider the complaint and the city attorney's report at an
381 executive session of the City Council. The affected officer may request that the
382 complaint be considered in a public meeting. At such meeting, the city attorney shall
383 present a written report to the City Council describing in detail the nature of the
384 complaint and the city attorney's findings and conclusions as to a possible violation of
385 this code of ethics. The affected officer shall have the right to a full and complete
386 hearing before the City Council with the opportunity and right to attend the hearing,
387 make a statement, call and cross-examine witnesses and present evidence on such
388 person's behalf, and represent themselves or be represented by legal counsel, at such
389 affected officer's own expense. The non-implicated City Council members in
390 attendance shall conduct a hearing and review the complaint. The City Council may
391 reject the complaint or take action authorized under section 2-111, Violations.

392 e) No action or decision with regard to the complaint shall be made except in a meeting
393 which is open to the public.

- 394 f) The City Council may appoint outside legal counsel or may direct the city attorney to
395 appoint outside legal counsel, or the city attorney in the city attorney's discretion, with
396 the City Manager's approval, may appoint outside legal counsel, to perform the duties
397 and responsibilities of the city attorney under subsections (b), (c) and (d) of this
398 section. The outside legal counsel shall have the same power to subpoena witnesses
399 and the production of documents, books, records, and other evidence as the city
400 attorney under section (c) when acting pursuant to this subsection. It shall be unlawful
401 and an offense for any person to failure to obey a subpoena or to produce books,
402 papers or other evidence as ordered under the provisions of this section and shall
403 constitute a misdemeanor and shall be punishable by fine not to exceed \$500.00.
- 404 g) A complaint or allegation of a violation of this division may only be made against an
405 officer while such person holds such position or office. A complaint made against an
406 officer pursuant to this section shall be processed and resolved even if such person
407 resigns from, or ceases to hold such position or office, prior to resolution of the
408 complaint.

409 **Sec. 2-111. Action on complaint.**

410 The City Council may take any one or more of the following actions in an open meeting
411 concerning a complaint:

- 412 a) Issue a statement finding the complaint is totally without merit, brought for the purpose
413 of harassment, or brought in bad faith.
- 414 b) Issue a letter of notification when the violation is unintentional. A letter of notification
415 shall advise the officer of any steps to be taken to avoid future violations.
- 416 c) Issue a letter of admonition when the violation is minor or may have been unintentional
417 but calls for a more substantial response than a letter of notification.
- 418 d) Issue a reprimand when a violation has been committed knowingly or intentionally.
- 419 e) Remove from office an officer, other than a member of the City Council, for a serious
420 or repeated violation of this code of ethics. Removal shall be, to the extent by and
421 allowed, in compliance with the Charter and state law.
- 422 f) Pass a resolution of censure or a recommendation of recall when the City Council
423 finds that a serious or repeated violation of this code of ethics has been committed
424 intentionally by a member of the City Council.

425 **Sec. 2-112. Penalty for filing false complaint or giving false testimony.**

426 It is unlawful for a person to knowingly file a complaint under this division that contains
427 false information or that by making reasonable inquiry should have known that it
428 contained false information. It is unlawful for a person to intentionally give false testimony
429 under oath in any hearing before a review panel held under this division. Any person
430 found guilty of violating this section will be fined not more than \$500.00 for each offense.

431 **Sec. 2-113. Interpretation of content.**

432 Any officer may request, and the city attorney shall issue, a verbal or written opinion (as
433 deemed appropriate) concerning the meaning or effect of any section, word, or
434 requirement of this code of ethics as it affects such person.

435 **Sec. 2-114. Acknowledgement of code of ethics.**

436 The city secretary shall provide each officer with a copy of the Code of Ethics at the time
437 the officer is initially elected or appointed, upon any subsequent reelection or
438 appointment, and each time the Code of Ethics is amended. Each officer shall, within 30
439 days of receiving the Code of Ethics under this section, file with the city secretary an
440 acknowledgment, in a form provided by the city secretary, stating that the officer has
441 received and read the Code of Ethics. If an officer refuses to sign the acknowledgment
442 form, the city secretary shall execute a certification stating that the officer was provided
443 with a copy of the Code of Ethics as required by this section, including the date it was
444 provided. If any officer refuses to sign the acknowledgement form, such omission is
445 eligible for a complaint to be filed against the officer.

446 **Sec. 2-115. Training**

447 The city attorney shall provide annual training and educational materials to city officials
448 on their ethical obligations under state law and this division.

449 **Secs. 2-116 - 2-119. Reserved.”**

450
451 **SECTION 3:** This Ordinance shall be cumulative of all provisions of the Code of
452 Ordinances, City of North Richland Hills, Texas, except where the
453 provisions of this Ordinance are in direct conflict with the provisions of such
454 ordinances and such Code, in which event conflicting provisions of such
455 ordinances and such Code are hereby repealed.
456

457 **SECTION 4:** All rights and remedies of the City of North Richland Hills are expressly
458 saved as to any and all violations of the provisions of any ordinances in
459 the Code of Ordinances, City of North Richland Hills, Texas, that have
460 accrued at the time of the effective date of this Ordinance; and, as to such
461 accrued violations and all pending litigation, both civil and criminal,
462 whether pending in court or not, under such ordinances, same shall not
463 be affected by this Ordinance but may be prosecuted until final disposition
464 by the courts.
465

466 **SECTION 5:** It is hereby declared to be the intention of the City Council that the
467 phrases, clauses, sentences, paragraphs, and sections of this Ordinance
468 are severable, and if any phrase, clause, sentence, paragraph, or section
469 of this Ordinance shall be declared unconstitutional by the valid judgment
470 or decree of any court of competent jurisdiction, such unconstitutionality
471 shall not affect any of the remaining phrases, clauses, sentences,
472 paragraphs, and sections of this Ordinance, since the same would have

473 been enacted by the City Council without the incorporation in this
474 Ordinance of any such unconstitutional phrase, clause, sentence,
475 paragraph, or section.
476

477 **SECTION 6:** The City Secretary is hereby authorized and directed to cause the
478 publication of the descriptive caption and penalty clause of this Ordinance
479 as required by law, if applicable.
480

481 **SECTION 7:** This Ordinance shall be in full force and effect upon publication as
482 required by law.
483

484 **AND IT IS SO ORDAINED.**
485

486 **PASSED AND APPROVED** on this 13th of April, 2026.
487

488
489 **CITY OF NORTH RICHLAND HILLS**
490

491
492 _____
493 Jack McCarty, Mayor

494 **ATTEST:**
495

496 _____
497 Alicia Richardson
498 City Secretary/Chief Governance Officer
499

500 **APPROVED AS TO FORM AND LEGALITY:**
501

502
503 _____
504 Bradley A. Anderle, City Attorney
505
506
507
508
509



CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Charter Election Update
PRESENTER: Bradley A. Anderle, City Attorney

SUMMARY:

City Council asked for an update on the status of the terms for the Mayor and Council members after the Charter Election and the transition to the 3-year terms approved by the voters.

GENERAL DESCRIPTION:

The City Council called a Charter Election for November 4, 2025, for the voters to consider 6 propositions for amendments to the City Charter. All 6 propositions were approved by the voters on November 4, 2025.

The proposed Charter amendments include the following changes:

- Change to a 3-year term for the City Council and a transition to same;
- Define a “Term” for purposes of establishing Term Limits;
- Establish Term Limits for City Council;
- Memorialize Resign-to-Run requirements;
- Allow the Municipal Court Judge’s term to be different from the Mayor’s term;
- Amend the term of the Planning and Zoning Commission members to coincide with the City Council’s terms; and
- Update the competitive bidding language.

This update will focus on the change to a 3-year term for the City Council, along with the transition to same, and the Term Limits for the City Council.

Proposition A amended Article V, Section 3 of the City Charter. This proposition changed the term for the Mayor and all Council members to 3 years. As required by state law when there is a term of 3 or more years, the Mayor and all Council members must be elected by a majority vote.

The transition to 3-year terms will be completed in May 2027, so it will take two election cycles for the Mayor and all of the Council members to be serving a 3-year term.

The following is the schedule for the transition:

- May 2026 – Mayor & Council members Place 2, 4, and 6 will be elected to a 3-year term.
- May 2027 – Council members Place 1, 3, 5, and 7 will be elected to a 3-year term.
- May 2028 – No election.

Proposition B created a new Section 3A to the Charter to create term limits for the Mayor and Council members. The term limits apply prospectively, so the limits begin with terms that start in May 2026 and May 2027. Section 3A, as approved in this proposition, now limits a person to serving at most:

- 3 terms as Mayor (9 years); and
- 3 terms as a Council member (9 years).

Therefore, a person may not serve on the City Council for more than a total of 18 years.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026

SUBJECT: 2026 Restaurant Rewards Program Update

PRESENTER: Craig Hulse, Director of Economic Development

SUMMARY:

As part of the adopted Fiscal Year 2026 Budget, City staff launched year 2 of the Restaurant Rewards Program with the following goals:

- Support local restaurants during a traditionally slow season while rewarding customers for dining locally
- Highlight the vital role restaurants play in our community
- Encourage both residents and visitors to explore and support local dining establishments
- Foster long-term habits and customer loyalty toward local restaurants

The purpose of this item is to provide City Council with an overview of the 2026 Restaurant Rewards Program, which is being implemented from January 1 through April 30, 2026.

CITY COUNCIL MEMORANDUM

FROM: Planning Department **DATE:** April 13, 2026
SUBJECT: Presentation on implementation of permitting efficiency study
recommendations.
PRESENTER: Caroline Waggoner, Assistant City Manager
Cori Reaume, Planning Director
Stefanie Martinez, Managing Director of Community Development

SUMMARY:

The purpose of this item is to inform the City Council on progress made since the conclusion of the permitting efficiency study.

GENERAL DESCRIPTION:

The final report for the efficiency study was presented to the City Council in November, and staff have been making changes in each category of recommendations:

- Management & Administration
- Customer Education & Information
- Processes
- Technology Utilization

This presentation will outline progress to date, key changes in process, and what is still on the horizon for future consideration.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Update on the Short-Term Rental Registration Program.
PRESENTER: Stefanie Martinez, Managing Director of Community Development

SUMMARY:

Staff will provide a brief update on the implementation of the Short-Term Rental Registration Program adopted in October 2025. As a reminder, the deadline for submitting applications was extended from January 31, 2026, to February 28, 2026.

The update will include:

- The total number of applications received to date.
- The number of properties that have been issued licenses to operate.
- The number of applications, if any, that were denied.

Staff will also outline the steps being taken to identify properties that appear to be operating without the required license and describe the actions underway to bring those locations into compliance.



CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026

SUBJECT: Presentation by Alliance for Children

GENERAL DESCRIPTION:

Lisa Mund with Alliance for Children will provide an update on their partnership with the City of North Richland Hills.



CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Approve minutes of the March 23, 2026, City Council meeting.
PRESENTER: Alicia Richardson, City Secretary/Chief Governance Officer

SUMMARY:

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

GENERAL DESCRIPTION:

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

RECOMMENDATION:

Approve minutes of the March 23, 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
MARCH 23, 2026**

WORK SESSION

The City Council of the City of North Richland Hills, Texas met in work session on the 23rd day of March at 5:30 p.m. in the Council Workroom prior to the 7:00 p.m. regular City Council meeting.

Present:	Jack McCarty	Mayor
	Cecille Delaney	Place 1
	Brianne Goetz	Place 2
	Danny Roberts	Place 3
	Matt Blake	Place 4
	Billy Parks	Place 5
	Russ Mitchell	Place 6
	Kelvin Deupree	Mayor Pro Tem, Place 7

Staff Members:	Paulette Hartman	City Manager
	Trudy Lewis	Assistant City Manager
	Caroline Waggoner	Assistant City Manager
	Alicia Richardson	City Secretary/Chief Governance Officer
	Bradley A. Anderle	City Attorney

CALL TO ORDER

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

1. DISCUSS ITEMS FROM REGULAR CITY COUNCIL MEETING.

Council member Mitchell inquired about the price and term for the LinkedIn contract, item B.5.

City Manager Paulette Hartman informed City Council the contract is to advertise job openings through LinkedIn's website and the contract's term is three years.

Human Resources Director Patrick Hills informed City Council the city will receive an annual \$100,000 allotment from United Healthcare, which will offset the cost of the LinkedIn contract

2. PRESENTATION OF FINAL REPORT FOR THE INFORMATION TECHNOLOGY OPERATIONAL EFFICIENCY AUDIT

Ms. Hartman introduced Alan Pennington and Bill Haight from Matrix Consulting Group. Mr. Pennington provided an overview of the audit that included interviews with IT staff and data collection; stakeholder input from city employees regarding services and service levels of the IT department; comparison of current operations compared to industry standards and comparable communities; operational analysis; staffing analysis to address gaps and meet operational needs at appropriate service levels; recommendations based on analysis and findings; and preparation of the final report to include an implementation plan.

The City Council, staff, and Matrix Consulting Group representatives Mr. Pennington and Mr. Haight discussed the IT department operational efficiency audit final report.

Ms. Hartman commented that staff will review and bring forward recommendations for consideration by the City Council.

FUTURE AGENDA ITEM(S)

Mayor McCarty asked staff to place an item on a future agenda to explain the recently approved charter amendments regarding the new term limits. There being no opposition, an item will be placed on a future agenda.

CITY MANAGER REPORT

City Manager Paulette Hartman updated City Council on the following:

Efficiency audit status - the award of contract for the Facilities and Utility Billing audits will come forward in the month of April for City Council's consideration. The efficiency audit recommendations for the Planning and Inspections department will be presented in April or May.

Staff changes - There are two vacancies (purchasing manager and buyer) in the Purchasing Department. In the interim, Public Works Administrative Secretary Athena Pecskovszky is assisting the Purchasing Department. The city's new finance director will be introduced to the City Council at the April 13, 2026 meeting.

EXECUTIVE SESSION

1. **SECTION 551.071: CONSULTATION WITH CITY ATTORNEY TO SEEK ADVICE ABOUT PENDING OR CONTEMPLATED LITIGATION OR ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE OPEN MEETINGS ACT - (1) JESSIE GOODFELLOW V. CITY OF NORTH RICHLAND HILLS, ET AL, CAUSE NO. 352-366545-25; (2) TRAVIS SCOTT GRAY V. CITY OF NORTH RICHLAND HILLS, ET AL, CIVIL ACTION NO. 4-25CV1276-09; (3) CGC GENERAL CONTRACTORS, INC.; AND (4) CITY COUNCIL RULES OF PROCEDURE.**
2. **SECTION 551.087: DELIBERATION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE GOVERNMENTAL BODY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE TERRITORY OF THE GOVERNMENTAL BODY AND WITH WHICH THE GOVERNMENTAL BODY IS CONDUCTING ECONOMIC DEVELOPMENT OR DELIBERATION OF THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO SUCH A BUSINESS PROSPECT - (1) NORTHEAST CORNER OF BOULEVARD 26 & HARWOOD ROAD AND (2) EZ STREETS EMPOWERMENT ZONE.**

Mayor McCarty announced at 6:31 p.m. that the City Council would adjourn into Executive Session as authorized by Chapter 551, Texas Government Code, specifically, Section 551.071: Consultation with City Attorney to seek advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act - (1) Jessie Goodfellow v. City of North Richland Hills, et al, Cause No. 352-366545-25; (2) Travis Scott Gray v. City of North Richland Hills, et al, Civil Action No. 4-25CV1276-09; (3) CGC General Contractors, Inc.; and (4) City Council Rules of Procedure and Section 551.087: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development or deliberation of the offer of a financial or other incentive to such a business prospect - (1) Northeast Corner of Boulevard 26 & Harwood Road and (2) EZ Streets Empowerment Zone. Executive Session began at 6:36 p.m. and concluded at 7:00 p.m.

Mayor McCarty announced at 7:00 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 March 23, 2026 at 7:05 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

Mayor Pro Tem Deupree gave the invocation.

A.2 PLEDGE

Mayor Pro Tem Deupree led the Pledge of Allegiance to the United States and Texas flags.

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

There were no items for this category.

A.4 PUBLIC COMMENTS

There were no requests to speak from the public.

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

No items were removed from the consent agenda.

B. CONSIDER APPROVAL OF CONSENT AGENDA ITEMS

APPROVED

A MOTION WAS MADE BY MAYOR PRO TEM DEUPREE, SECONDED BY COUNCIL MEMBER GOETZ TO APPROVE CONSENT AGENDA ITEMS AS PRESENTED.

MOTION TO APPROVE CARRIED 7-0.

- B.1 APPROVE THE MINUTES OF THE MARCH 9, 2026 CITY COUNCIL MEETING.**
- B.2 APPROVE THE MINUTES OF THE FEBRUARY 18, 2026 CITY COUNCIL MEETING.**
- B.3 AUTHORIZE PURCHASE AGREEMENTS WITH MULTIPLE VENDORS FOR NRH2O FOOD SERVICE PRODUCTS FOR RESALE IN AN AMOUNT NOT TO EXCEED \$300,000.**
- B.4 APPROVE AN AGREEMENT WITH CLEARENT, LLC DBA XPLOR PAY FOR A ONE-YEAR TERM WITH ANNUAL RENEWALS FOR CREDIT CARD PROCESSING SERVICES AS A PART OF THE NRH2O FAMILY WATER PARK GATEMASTER TECHNOLOGY POINT OF SALE SYSTEM.**
- B.5 AUTHORIZE THE CITY MANAGER TO EXECUTE A THREE-YEAR AGREEMENT WITH THE LINKEDIN CORPORATION FOR THEIR JOB POSTING SERVICES FOR AN AMOUNT NOT TO EXCEED \$113,318.50 THROUGH DECEMBER 31, 2028.**

C. PUBLIC HEARINGS

There were no items for this category.

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 APPROVE RESOLUTION NO. 2026-020, ESTABLISHING AN INTERGOVERNMENTAL & LEGISLATIVE AFFAIRS SUBCOMMITTEE OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS AND LEGISLATIVE TASK FORCE.

APPROVED

City Council received a presentation from City Manager Paulette Hartman. The Intergovernmental & Legislative Affairs City Council Subcommittee consists of Mayor McCarty, Council member Roberts and Council member Parks for an initial term of two years beginning May 2026 and ending May 2028. The Legislative Task Force consists of nine (9) North Richland Hills volunteer members recommended by the mayor and appointed by the City Council. The Legislative Task Force is a resident-led advisory board that evaluates the community impact of state and federal legislation. The Legislative Task Force members serve two (2) year terms beginning in May of the year prior to a regular session of the Texas Legislature. The inaugural Legislative Task Force member terms begin May 2026 and end April 2028.

A MOTION WAS MADE BY COUNCIL MEMBER BLAKE, SECONDED BY COUNCIL MEMBER DELANEY TO APPROVE RESOLUTION NO. 2026-020, AS PRESENTED.

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 a result of discussion in executive session.

I. INFORMATION AND REPORTS

I.1 ANNOUNCEMENTS

Council member Delaney made the following announcements.

Kristyn Harris will perform at the NRH Library on Tuesday, March 24, at 6:00 p.m. She has won the International Western Music Association's Entertainer of the Year award six times. Kristyn is known for her mix of western swing, cowboy songs, and classic country, with touches of big band and folk. This free event is part of the Library's Celebrating Culture Series, and everyone is welcome to join us.

Kick off spring with a free family movie night at Green Valley Park on Friday, March 27. We will be showing the movie "The Big Green" on the soccer fields. Seating opens at

6:30 p.m., and the movie will start at dusk. There will be concessions and fun activities for all ages before the movie begins.

Get your Easter baskets ready! NRH Parks & Recreation is hosting pop-up Easter Egg hunts on April 1, 2 and 3. The locations will be announced each morning on our website calendar and the Parks Department social media pages. Follow along to find a pop-up hunt near you.

Kudos Korner - Jocelyn Garcia in Municipal Court - A community member posted a five-star review online about North Richland Hills Municipal Court. He said, "This was the smoothest transaction that I ever had in court or processing tickets. Jocelyne was very kind and helpful, and explained everything for me and my wife, and what we need to do." Thank you, Jocelyn, for providing excellent customer service. Keep up the great work!

J. ADJOURNMENT

Mayor McCarty adjourned the meeting at 7:18 p.m.

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer



CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026

SUBJECT: Consider Resolution No. 2026-021, authorizing the renewal subscriptions for five Flock Safety Gunshot Detection Raven devices from Flock Group Inc. in the amount of \$113,105.02 using FY 2026 North Texas Anti-Gang Center Grant #2848911 funds and \$125,000.00 using FY 2027 North Texas Anti-Gang Center Grant #2848912 funds, if awarded, for a total amount of \$238,105.02 and authorizing the City Manager to execute Regional Asset Transfer Addendums with the City of Fort Worth to transfer the subscriptions approved therein.

PRESENTER: Jeff Garner, Chief of Police

SUMMARY:

The City of North Richland Hills ("NRH") serves as the fiduciary and grant recipient for the FY 2026 North Texas Anti-Gang Center ("TAG") Project Grant #2848911 and has submitted the FY 2027 TAG Grant #2848912 application. TAG Grant award #2848911 includes funding for a subscription renewal for the City of Fort Worth ("Fort Worth"), a TAG Constituent Agency, for five Flock Safety Gunshot Detection Raven devices in the amount of \$113,105.02 for the period of 09/01/2025 – 08/31/2026. The application for TAG Grant #2848912 includes funding for a subscription renewal for Fort Worth for five Flock Safety Gunshot Detection Raven devices in an amount of \$125,000.00 for the period of 09/01/2026 – 08/31/2027. The total amount of the Flock contract for Fort Worth for the period of 09/01/2025 - 08/31/2027 is \$238,105.02. The subscription renewal for the purchase with TAG Grant #2848911 funds will be transferred to Fort Worth with Regional Asset Transfer Addendum B_21. The subscription renewal for the purchase with TAG Grant #2848912 will be transferred to Fort Worth if grant funds are awarded.

GENERAL DESCRIPTION:

The Flock Safety Gunshot Detection Raven device recognizes gunshots, logs the location and alerts law enforcement to the scene. Working in tandem with the Flock Safety Falcon™ Automatic License Plate Reader ("ALPR") camera system, suspect vehicle leads at the perimeter are identified and delivered in a simple, map-based view providing the objective evidence officers need to respond to gunshots quickly

Staff is requesting authorization to renew the service subscription for five Flock Safety Gunshot Detection Raven devices from Flock Group Inc. in the amount of \$113,105.02 for the period of 09/01/2025 – 08/31/2026 with TAG Grant #2848911 funds and for the period



of 09/01/2026 - 08/31/2027 with TAG Grant #2848912 funds, if awarded, in the amount of \$125,000.00. Flock Safety is the manufacturer and developer of the Raven Audio Detection Device and is the sole provider of the monitoring and processing services which integrate with Fort Worth's existing Flock Safety ALPR Camera system. Staff has provided sufficient sole source documentation for this purchase.

Upon execution of Regional Asset Transfer Addendum B_21, NRH will transfer ownership and responsibility of the subscription for the period of 09/01/2025 – 08/31/2026 to Fort Worth. The subscription renewal for the purchase with TAG Grant #2848912 for the period of 09/01/2026 – 08/31/2027 will be transferred to Fort Worth if grant funds are awarded. As the receiving jurisdiction, Fort Worth agrees to maintain compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements as outlined in the Addendum. Following this contract term, Fort Worth shall be the billing entity for this Project and responsible for payment of any subscription fees or Renewal fees.

RECOMMENDATION:

Approve Resolution No. 2026-021.

RESOLUTION NO. 2026-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING THE RENEWAL SUBSCRIPTIONS FOR FIVE FLOCK SAFETY GUNSHOT DETECTION RAVEN DEVICES FROM FLOCK GROUP INC. IN THE AMOUNT OF \$113,105.02 USING FY 2026 NORTH TEXAS ANTI-GANG CENTER GRANT #2848911 FUNDS AND \$125,000.00 USING FY 2027 NORTH TEXAS ANTI-GANG CENTER GRANT #2848912 FUNDS, IF AWARDED, FOR A TOTAL AMOUNT OF \$238,105.02 AND AUTHORIZING THE CITY MANAGER TO EXECUTE REGIONAL ASSET TRANSFER ADDENDUMS WITH THE CITY OF FORT WORTH TO TRANSFER THE SUBSCRIPTIONS APPROVED THEREIN.

WHEREAS, the City of North Richland Hills, Texas possesses legal authority to approve the purchase of and enter into Regional Asset Transfer Addendums (“Addendums”) with the City of Fort Worth (“Fort Worth”) to facilitate the transfer of ownership and responsibility for subscription renewals for five Flock Safety Raven gunshot detection devices (“Asset(s)”) purchased with allocated funds awarded under the FY 2026 North Texas Anti-Gang Center Project Grant #2848911 and the FY 2027 North Texas Anti-Gang Center Project Grant #2848912, if awarded; and

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

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

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

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

SECTION 2. The City Council of the City of North Richland Hills hereby authorizes the purchase of a renewal subscription for the Assets from Flock Safety Group Inc. in the amount of \$113,105.02 using allocated funds awarded under FY 2026 North Texas Anti-Gang Center Project Grant #2848911 and \$125,000 using FY 2027 North Texas Anti-Gang Center Project Grant #2848912 funds, if awarded, for a total amount of \$238,105.02.

SECTION 3. The City Council of the City of North Richland Hills hereby authorizes and approves the Addendums to facilitate the transfer of ownership and responsibility for the Assets.

SECTION 4. The City Council of the City of North Richland Hills hereby authorizes and approves the City Manager to execute the Regional Asset Transfer Addendums with Fort Worth.

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

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

PASSED AND APPROVED on this 13th day of April 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Jeff Garner, Chief of Police

**Flock Safety + TX - City of North
Richland Hills/NTX Anti-Gang Center**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Turner
kyle.turner@flocksafety.com
+19499334145

Quote Number: Q-180746
Expiration Date: 04/30/2026

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ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	TX - City of North Richland Hills/NTX Anti-Gang Center	Initial Term:	12 Months
Legal Entity Name:	TX - City of North Richland Hills/NTX Anti-Gang Center	Renewal Term:	12 Months
Accounts Payable Email:	tbounds@nrhtx.com	Payment Terms:	Net 60
Address:	4301 City Point Dr. North Richland Hills, TX 76180	Billing Frequency:	Annual
		Retention Period:	30 Days

ATTN: Terri Bounds

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$113,105.02
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety Audio Products			
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	1	Included
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$113,105.02
Annual Recurring Subtotal:	\$125,000.00
Discounts:	\$40,000.00
Estimated Tax:	\$0.00
Contract Total:	\$113,105.02

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- This term shall be effective 9/1/2025 - 8/31/2026.

- This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and

any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

- Cameras to be installed and owned by the City of, TX - Fort Worth PD, TAG grant will fund 12 months of Flock Services through the City of North Richland Hills and is the billing entity for the project for the first 12 months of Flock Services. Following the 12 months of Flock Services, the City of, TX - Fort Worth PD, shall be the billing entity for this project and responsible for any subscription fees or Renewal fees.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
Flock Safety Gunshot Detection - 1mi, fka Raven <i>(4/17/2026 - 8/31/2026)</i>	\$13,105.02
Flock Safety Gunshot Detection - 1mi, fka Raven <i>(9/1/2025 - 8/31/2026)</i>	\$100,000.00
At Contract Signing	\$113,105.02
Annual Recurring after Year 1	\$125,000.00
Contract Total	\$113,105.02

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$40,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Gunshot Detection - lmi, fka Raven	Gunshot detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.

FlockOS Features & Description


FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera


By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.


FLOCK GROUP, INC.

Customer: TX - Fort Worth PD

By:  Signed by:
1024FAF1F68A40F...
Name: Dan Haley
Title: Chief Legal Officer
Date: 2/2/2026

By: 
Dianna Giordano (Feb 9, 2026 13:55:26 CST)
Name: Dianna Giordano
Title: Assistant City Manager
Date: 02/09/2026
PO Number: _____

Customer: TX - City of North Richland Hills/NTX Anti-Gang Center

By:  Digitally signed by Jeff
Garner
Date: 2026.02.24
16:33:35 -06'00'
Name: Jeff Garner
Title: Chief of Police
Date: 2/24/26

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GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

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1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web

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Interface which the Flock Services makes available to Agency and Authorized End Users WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service

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Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc.), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

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2.7.4 *Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 **Changes to Platform.** Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to

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perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing due to Agency's actions, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) that is deemed public in accordance with the Texas Public Information Act.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order, law, rule, regulation, or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal

process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "*Aggregated Data*"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of invoice, after successful validation of the Units. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be

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calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("*No Fee Term*") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Initial Term*"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "*Renewal Term*"), and together with the Initial Term, the "*Service Term*") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do

flock safety

business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

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7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock shall maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of its business risk. Certificates of Insurance will be provided upon request. Agency is a self-insured government entity as authorized under applicable law and shall provide a letter of self-insurance indicating such status to Flock upon request.

7.6 Force Majeure. Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, epidemics, pandemics, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of the other party.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL ACTS, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL ACTS, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

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DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

8.4 Indemnity. To the extent permitted by applicable law, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement. Notwithstanding any of the foregoing, nothing herein shall require Agency to create a sinking fund to satisfy any obligation to indemnify under this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees upon thirty (30) days written notice from Flock, if possible, to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency in accordance with the applicable law set forth in Section 10.6.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, to any affiliate company in which it owns a majority share or is under common ownership or control under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party shall have any authority of any kind to bind the other party in any respect whatsoever.

flock safety

OPTIONAL
FORM NO. 101

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement attorney's fees shall be awarded as authorized by the law of the state set forth in Section 10.6.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The federal and state courts sitting in the State of Texas will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Tarrant County, Texas by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, on Flock's website. Flock shall not use Agency's name or trademarks in any negative, false, misleading, or demeaning manner, in Agency's sole discretion.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Sole Source/Sole Brand Justification Form

Complete this form when only one source is available for goods or services requested or when only one product will meet your needs. Respond to all questions that apply. Please complete and forward it to the Purchasing Department, along with Sole Source letter provided by vendor. If more space is needed, please attach additional page(s).

PURCHASE INFORMATION

1. Provide Estimated Price.

\$113,105.02

2. Provide name, manufacturer, and model number of item being purchased or the services to be purchased.

Subscription renewal for 5 Flock Safety Gunshot Detection (Raven) devices with a 1 mile radius for the City of Fort Worth. Subscription renewal is for time period of 09/01/2025 - 08/31/2026 and will be purchased with TAG Grant #2848911 funds.

3. Provide Description of requested items or services and their purpose(s). Add additional sheet if needed.

The Raven detects gunshots, locates the source, and works in tandem with the Flock Safety Falcon Automatic License Plate Reader (ALPR) camera to deliver the objective evidence officers need to respond to gunshots quickly, preserve critical evidence, and clear more cases. Raven recognizes gunshots, logs the location, and alerts law enforcement to the scene. Flock Safety Falcon cameras collect suspect vehicle leads at the perimeter and delivers them in a simple,

4. Reason(s) for requesting a sole source purchase:

- Original manufacturer or provider.
- Only local distributor for the original manufacturer or provider.
- Only known item or service matching the requested needs or performing the intended task.
- Sole provider of a licensed or patented good or service.
- Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
- Sole provider or factory-authorized warranty service.
- None of the above applies (Please attach a detailed explanation and justification for this sole source request.)

5. Explain why the product or service requested is the only one that can satisfy your requirements.

Flock Safety is the sole manufacturer, developer, and distributor of the Flock Safety ALPR cameras as well as the sole provider of the comprehensive monitoring, processing, and machine vision services that integrate with the Flock Safety ALPR Camera. Subscription is being renewed for the City of Fort Worth's existing 5 Raven devices.

6. Identify other sources reviewed and why they are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for a sole-source or proprietary purchase.

Terri Bounds

Print/Type Name
Jeff Garner
Digitally signed by Jeff Garner
Date: 2026.02.24 15:55:47 -06'00'

Department Director's Signature

Grant Specialist

Print/Type Title
2/24/26

Date

Police

Department
817/427-7078

Telephone Number

PURCHASING USE ONLY

Approved by: _____

Date: _____

Purchasing Manager (or designee)



Sole Source Letter for Flock Safety® ALPR Cameras and Solution

Flock Safety® is the sole manufacturer, developer, and distributor of the Flock Safety® ALPR Camera. Flock Safety® is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety® ALPR Camera.

The Flock Safety® ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology®:
 - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
 - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
 - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
 - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
 - Flock Safety Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Flock Safety Falcon Flex™ ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:
 - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection

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- Utilizes motion capture to start and stop recording without the need for a reflective plate
 - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock Safety® system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Flock Safety Wing® LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon® ALPR cameras
 - Flock Safety Wing® Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety Wing® Suite
 - Ability to access live and recorded video using Flock Safety Condor™, a subscription video solution which allows officers to remotely view instant replay of downloadable live on-scene video with PTZ controls and 25X optical zoom without the need for additional camera network set-up, installation, or up-keep.
6. Partnerships:
- Flock Safety® is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com

flock safety

- Flock Safety® is the only LPR provider to be fully integrated into a dynamic network of AXON's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety Falcon® cameras
- Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety® is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety®



CITY OF NORTH RICHLAND HILLS

February 26, 2026

City of Fort Worth
505 W Felix St
Fort Worth TX 76115

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

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

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

Subscription renewal for 5 Flock Safety Gunshot Detection (Raven) devices for the period of September 1, 2025 – August 31, 2026 - \$113,105.02

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

AGREED BY:
City of Fort Worth
505 W Felix St
Fort Worth TX 76115

By: William Johnson
Signature

William Johnson, Assistant City Manager
Printed Name and Title

Date Mar 14, 2026

Texas Anti-Gang Center - Letter of Intent

CA-CONTRACT NO. PD0016_20221213

REGIONAL ASSET TRANSFER ADDENDUM B_21
TO LOCAL ADMINISTRATIVE AGREEMENT
BETWEEN THE CONSTITUENT AGENCIES OF THE
TEXAS ANTI-GANG CENTER – NORTH TEXAS

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

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

1.

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

Name of Receiving Jurisdiction/Agency: City of Fort Worth

Jurisdiction/Agency Principal Address: 505 W Felix St Fort Worth TX 76115

Brief description of the Asset(s): Subscription renewal for 5 Flock Raven Gunshot Detection Devices for the period of 09/01/2025 - 08/31/2026.

Amount of Expenditure: \$113,105.02

Authorized Jurisdiction/Agency Contact: Carlos Banda, Asset Management Specialist

Jurisdiction/Agency Contact Email Address: Carlos.Banda@fortworthtexas.gov

Jurisdiction/Agency Contact Phone Number: 817-392-4292

Grant Number: #2848911 Grant Funding Period: September 1, 2025 - August 31, 2026

Any Asset(s) purchased after this date shall not be eligible for transfer to Receiving Jurisdiction/Agency.

2.

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

3.

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

4.

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

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

5.

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

6.

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

7.

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

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

purchases):

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

16. X Special Provision - Governing Documents:

The purchase of the Asset(s) under this Addendum is governed by the Flock Group Inc. Services Agreement Order Form and the Government Agency Customer Agreement executed by Recipient, which is attached hereto and incorporated into this Addendum as Attachment E.

8.

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

9.

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

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

10.

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

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

11.

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

12.

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

13.

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

CERTIFIED AND AGREED BY:

CITY OF NORTH RICHLAND HILLS:

RECIPIENT

4301 City Point Drive
North Richland Hills, Texas 76180

By: _____
Paulette Hartman, City Manager

Date: _____

APPROVED TO FORM AND LEGALITY:

By: _____
Bradley A. Anderle, City Attorney

ATTEST:

By: _____

Alicia Richardson, City Secretary
Chief Governance Officer

Date: _____

**CERTIFIED AND AGREED BY:
NAME OF RECEIVING JURISDICTION/AGENCY:**

Street Address, City, State, Zip

By: _____
Signature

Printed Name and Title

Date _____

RESOLUTION NO. 2025-020

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

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

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

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

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

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

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

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

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

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

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

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


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

CITY OF NORTH RICHLAND HILLS



Jack McCarty, Mayor

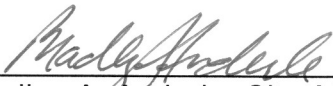
ATTEST:



Alicia Richardson
City Secretary/Chief Governance Officer



APPROVED AS TO FORM AND LEGALITY:



Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:



Jeff Garner, Chief of Police



Office of the Governor

Public Safety Office

Criminal Justice Division &
Homeland Security Grants Division

Grantee Standard Conditions and Responsibilities

September 2025

About This Document

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

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

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

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

Table of Contents

About This Document.....	1
1 Grant Agreement Requirements and Conditions.....	6
1.1 Applicability of Grant Agreement and Provisions	6
1.2 Legal Authority to Apply	6
1.3 Amendments and Changes to the Grant Agreement	6
1.4 General Responsibility	7
1.5 Terms and Conditions	7
1.6 Special Conditions.....	7
1.7 Public Information.....	7
1.8 Remedies for Non-Compliance.....	8
1.9 False Statements by Grantee	9
1.10 Conflict of Interest Safeguards.....	9
1.11 Fraud, Waste, and Abuse	10
1.12 Dispute Resolution.....	11
1.13 Funds Limited by Agreement and Subject to Availability.....	12
1.14 Termination of the Agreement.....	12
1.15 Communication with Grantee	13
1.16 Limitation of Liability	13
1.17 Liability for Taxes	13
1.18 Force Majeure.....	14
1.19 Debt to State.....	14
1.20 Grantee an Independent Contractor.....	14
1.21 No Assignment of Rights or Obligations	14
1.22 Funds Are for Sole Benefit of Grantee.....	15
1.23 Permission for Use of OOG Name and Labeling.....	15
1.24 Acknowledgement of Funding and Disclaimer.....	15
1.25 Royalty-Free License.....	15
1.26 Project Period.....	16
1.27 Project Commencement	16
1.28 Project Close Out.....	16
1.29 Federal Program Laws, Rules, and Guidelines.....	16
1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards	17
1.31 Required State Assurances	17
2 Organizational Eligibility.....	17

- 2.1 Good Standing for Eligible Grantees..... 17
- 2.2 System for Award Management (SAM) Requirements 18
- 2.3 Criminal History Reporting 19
- 2.4 Uniform Crime Reporting 19
- 2.5 Immigration Related Matters 19
- 2.6 E-Verify 20
- 2.7 Deceptive Trade Practices Violations..... 20
- 2.8 Hurricane Contract Violations 20
- 2.9 Terminated Contracts..... 20
- 2.10 Special Requirements for Units of Local Government..... 21
- 2.11 Special Requirements for Non-Profit Grantees..... 21
- 2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses..... 22
- 2.13 Special Requirements for County Sexual Assault Response Teams and County Commissioners' Courts 22
- 2.14 Firearm Suppressor Regulation 22
- 2.15 Enforcement of Public Camping Bans..... 22
- 2.16 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure 23
- 2.17 Prohibition on Out-of-Scope Activities 23
- 3 Civil Rights..... 24
 - 3.1 Compliance with Civil Rights and Nondiscrimination Requirements..... 24
 - 3.2 Limited English Proficiency 25
 - 3.3 Equal Employment Opportunity Plan 25
- 4 Personnel 26
 - 4.1 Overtime 26
 - 4.2 Notification of Grant-Contingent Employees..... 26
- 5 Travel 26
 - 5.1 Travel Policies 26
- 6 Contracts and Procurement..... 26
 - 6.1 Procurement Practices and Policies..... 26
 - 6.2 Subcontracting 27
 - 6.3 Buy Texas..... 27
 - 6.4 Contract Provisions Under Federal Awards 27
- 7 Equipment Requirements 27
 - 7.1 Property Management and Inventory..... 27
 - 7.2 Maintenance and Repair 28

7.3 Automated License Plate Readers 28

8 Information Technology 29

8.1 Accessibility Requirements 29

8.2 Criminal Intelligence System Operating Procedures..... 29

8.3 Blocking Pornographic Material..... 29

8.4 Cybersecurity Training 29

9 Indirect Costs 30

9.1 Approved Indirect Cost Rate 30

9.2 De Minimis Rate 30

10 Audit and Records Requirements 30

10.1 Grantee Subject to Audits 30

10.2 Single Audit Requirements..... 30

10.3 Cooperation with Monitoring, Audits, and Records Requirements..... 31

10.4 Requirement to Address Audit Findings 33

10.5 Records Retention 33

11 Prohibited and Regulated Activities and Expenditures..... 34

11.1 Inherently Religious Activities 34

11.2 Political Activities..... 34

11.3 Generally Prohibited Expenditures 35

11.4 Acorn..... 36

11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment..... 36

12 Financial Requirements..... 36

12.1 Financial Status Reports 36

12.2 Approval of Financial Status Report 37

12.3 Reimbursements..... 37

12.4 Generally Accepted Accounting Principles 37

12.5 Program Income..... 37

12.6 Refunds and Deductions..... 38

12.7 Liquidation Period 38

12.8 Duplication of Funding..... 38

12.9 Supplanting 38

13 Required Reports 38

13.1 Measuring, Reporting, and Evaluating Performance 38

13.2 Report Formats, Submissions, and Timelines..... 39

13.3 Failure to File Required Reports..... 39

1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

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

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

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

1.2 *Legal Authority to Apply*

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

1.3 *Amendments and Changes to the Grant Agreement*

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

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

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

1.4 General Responsibility

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

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

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

1.5 Terms and Conditions

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

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

1.6 Special Conditions

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

1.7 Public Information

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

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

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

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

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

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

1.8 Remedies for Non-Compliance

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

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

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

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

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

1.9 False Statements by Grantee

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

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

1.10 Conflict of Interest Safeguards

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

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

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

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

1.11 Fraud, Waste, and Abuse

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

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

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

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

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

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

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

These provisions apply to all grantees and subgrantees or subcontractors.

1.12 Dispute Resolution

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

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

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

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

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

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

1.13 Funds Limited by Agreement and Subject to Availability

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

1.14 Termination of the Agreement

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

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

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

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

1.15 Communication with Grantee

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

1.16 Limitation of Liability

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

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

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

1.17 Liability for Taxes

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

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

1.18 Force Majeure

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

1.19 Debt to State

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

1.20 Grantee an Independent Contractor

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

1.21 No Assignment of Rights or Obligations

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

1.22 Funds Are for Sole Benefit of Grantee

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

1.23 Permission for Use of OOG Name and Labeling

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

1.24 Acknowledgement of Funding and Disclaimer

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

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

1.25 Royalty-Free License

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

- A. Any work subject to copyright developed under an award or subaward; and
- B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

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

- A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
- B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-general).

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

1.26 Project Period

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

1.27 Project Commencement

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

1.28 Project Close Out

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

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

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

1.29 Federal Program Laws, Rules, and Guidelines

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

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

- B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;
- C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at <http://www.justice.gov/ovw/grantees> (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
- D. The provisions of the current edition of the Department of Justice Grants Financial Guide;
- E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;
- F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);
- G. If grantee receives a grant award in excess of \$150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of \$150,000 must contain this provision.
- H. All other applicable Federal laws, orders, circulars, or regulations.

1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards

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

1.31 Required State Assurances

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

2 Organizational Eligibility

2.1 Good Standing for Eligible Grantees

- A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
- B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

- C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
- D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.
- E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
- F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
- G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
- H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
- I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

2.2 *System for Award Management (SAM) Requirements*

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

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

2.3 Criminal History Reporting

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

2.4 Uniform Crime Reporting

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

2.5 Immigration Related Matters

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2A.060, Code of Criminal Procedure.

2.6 *E-Verify*

- A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 (“IRCA”) regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA”) enacted on September 30, 1996.
- B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:
 1. All persons employed to perform duties within Texas, during the term of the Grant; and
 2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

If this certification is falsely made, the Grant Agreement may be terminated.

- C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security’s E-Verify system.

2.7 *Deceptive Trade Practices Violations*

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.8 *Hurricane Contract Violations*

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.9 *Terminated Contracts*

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.10 Special Requirements for Units of Local Government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;
- B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
- C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

2.11 Special Requirements for Non-Profit Grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

- A. A copy of the recipient's 501(c)(3) designation letter;
- B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
- C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

2.13 Special Requirements for County Sexual Assault Response Teams and County Commissioners' Courts

Texas Government Code, Chapter 351, Subchapter J, requires counties in Texas to establish a sexual assault response team. The commissioners court of each county that receives a county adult sexual assault response team's biennial report during the preceding year must submit the response team's report to the Sexual Assault Survivors' Task Force not later than February 1 of each even-numbered year. Failure to comply with this requirement and the biennial response team reporting requirement may be used to determine ongoing eligibility for receiving OOG grant funds.

2.14 Firearm Suppressor Regulation

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

2.15 Enforcement of Public Camping Bans

Local Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Local Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Local Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban. The Comptroller of Public Accounts has adopted rules at Title 34, Part 1, Rule §20.600 applicable to implementation of Local Government Code, Section 364.004 requiring that in the event that a local entity receiving state grant funds is sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

2.16 *Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure*

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

2.17 *Prohibition on Out-of-Scope Activities*

Grant funds, including any associated cash or in-kind match, may not be used for the following out-of-scope activities:

1. Promoting or facilitating the violation of federal immigration law (e.g., training community members to evade immigration enforcement authorities).
2. Inculcating or promoting gender ideology as defined in Executive Order 14168, [*Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*](#).
3. Promoting or facilitating discriminatory programs or ideology, including illegal DEI and “diversity, equity, inclusion, and accessibility” programs that do not advance the policy of equal dignity and respect, as described in Executive Order 14173, [*Ending Illegal Discrimination and Restoring Merit-Based Opportunity*](#) and in Executive Order GA 55, [*Relating to State Agencies Complying with the Color-blind Guarantee of our State and Federal Constitutions by Prohibiting All Forms of Government Race Discrimination*](#). This prohibition is not intended to interfere with any federal or state statutory obligations, such as funding for Historically Black Colleges and Universities (HBCUs), culturally specific services, and disability programs;
4. Activities that frame domestic violence, sexual assault, or other violent crimes as systemic social justice issues rather than criminal offenses (e.g., prioritizing criminal justice reform or social justice theories over victim safety and offender accountability);
5. Generic community engagement or economic development without a clear link to violence prevention, victim safety, or offender accountability;
6. Programs that discourage collaboration with law enforcement or oppose or limit the role of police, prosecutors, or immigration enforcement in addressing violence against women and/or other aspects of public safety;
7. Awareness campaigns or media that do not lead to tangible improvements in prevention, victim safety, or offender accountability;
8. Initiatives that prioritize illegal aliens over U.S. citizens and legal residents in receiving program services and support;
9. Excessive funding for consulting fees, training, administrative costs, or other expenses not related to measurable violence prevention, victim support, and offender accountability.
10. Research projects; or
11. Any activity or program that unlawfully violates a state and/or federal Executive Order.

Failure to comply with this condition may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification.

3 Civil Rights

3.1 *Compliance with Civil Rights and Nondiscrimination Requirements*

- A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:
1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
 4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
 10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
 - i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
 - ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
 - iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))

- C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4>.
- D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.
- E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
- F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at <https://ojp.gov/about/ocr/statutes.htm>.

3.2 Limited English Proficiency

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at <http://www.LEP.gov>.

3.3 Equal Employment Opportunity Plan

All recipients of Department of Justice grants must submit the Equal Employment Opportunity Plan (EEO) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line [EEO Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEO certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

The grantee acknowledges that failure to submit an acceptable EEO (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

4 Personnel

4.1 Overtime

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

4.2 Notification of Grant-Contingent Employees

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5 Travel

5.1 Travel Policies

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

6 Contracts and Procurement

6.1 Procurement Practices and Policies

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
- B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire <https://eGrants.gov.texas.gov/updates.aspx> to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- C. When contractual or equipment procurement is anticipated to be in excess of \$10,000, grantees must address termination for cause and for convenience by the grantee including the manner by

which it will be affected and the basis for settlement.

6.2 *Subcontracting*

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

6.3 *Buy Texas*

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

6.4 *Contract Provisions Under Federal Awards*

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

7 **Equipment Requirements**

7.1 *Property Management and Inventory*

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between \$500 and \$4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
- B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
- C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

7.2 Maintenance and Repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, the grantee shall use the proceeds to repair or replace said equipment.

7.3 Automated License Plate Readers

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all

participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

8 Information Technology

8.1 Accessibility Requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

8.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

8.3 Blocking Pornographic Material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8.4 Cybersecurity Training

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

9 Indirect Costs

9.1 *Approved Indirect Cost Rate*

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

9.2 *De Minimis Rate*

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

10 Audit and Records Requirements

10.1 *Grantee Subject to Audits*

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

10.2 *Single Audit Requirements*

Any grantee expending more than \$750,000 in state or \$750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer

or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

10.3 Cooperation with Monitoring, Audits, and Records Requirements

- A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.
- B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.
- C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
- D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
- E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and

- compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
- F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
 - G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.
 - H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.
 - I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
 - J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

10.4 Requirement to Address Audit Findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

10.5 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.
 1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.
 2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
 3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of

training completion for the time period specified in this Section.

4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.
5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

- C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

11 Prohibited and Regulated Activities and Expenditures

11.1 Inherently Religious Activities

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

11.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political

activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.
- E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution’s academic mission that is not conducted for the benefit of a particular candidate or party.
- G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

11.3 Generally Prohibited Expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

- A. Costs of advertising and public relations designed solely to promote the governmental unit;
- B. Costs of international travel¹;
- C. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging,

¹ In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

- rentals, transportation, and gratuities);
- D. Fundraising;
- E. Lobbying;
- F. Alcoholic beverages;
- G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
- H. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.4 *Acorn*

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

11.5 *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at <https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt>.

12 Financial Requirements

12.1 *Financial Status Reports*

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

12.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

12.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

12.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

12.5 Program Income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

12.6 Refunds and Deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

12.7 Liquidation Period

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

12.8 Duplication of Funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

12.9 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at <https://eGrants.gov.texas.gov/updates.aspx>.

13 Required Reports

13.1 Measuring, Reporting, and Evaluating Performance

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance

against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

13.2 Report Formats, Submissions, and Timelines

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

13.3 Failure to File Required Reports

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2848911	Award Amount:	\$4,519,976.00
Date Awarded:	10/31/2025	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2025 - 08/31/2026	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2026	Grantee GPI:	\$0.00
Program Fund:	TG-Texas Anti-Gang (TAG) Program	Total Project Cost:	\$4,519,976.00
Grantee Name:	North Richland Hills, City of		
Project Title:	North Texas Anti-Gang Center		
Grant Manager:	Darryl Sanders		
Unique Entity Identifier (UEI):	G3D6UCVKR963		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-TG-ST-0019
Total Federal Award/State Funds Appropriated:	\$34,500,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the TAG Program is to support strategic partnerships and targeted, regional, multidisciplinary approaches to successfully combat gang violence through the coordination of

gang prevention, intervention, and suppression activities. (NOTE: This funds source was also known as AG when administered by CJD.)

ATTACHMENT C

Agency Name: North Richland Hills, City of
Grant/App: 2848911 Start Date: 9/1/2025 End Date: 8/31/2026

Project Title: North Texas Anti-Gang Center
Status: Active Grant

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17560051942002

Application Eligibility Certify:

Created on: 2/3/2025 10:23:58 AM By: Michael Shelley

Profile Information

Applicant Agency Name: North Richland Hills, City of
Project Title: North Texas Anti-Gang Center
Division or Unit to Administer the Project: North Richland Hills Police Department
Address Line 1: 4301 City Point Drive
Address Line 2:
City/State/Zip: North Richland Hills Texas 76180-6949
Start Date: 9/1/2025
End Date: 8/31/2026

Regional Council of Governments(COG) within the Project's Impact Area: North Central Texas Council of Governments

Headquarter County: Dallas

Counties within Project's Impact Area:

Anderson, Angelina, Archer, Baylor, Bowie, Brown, Camp, Carson, Cass, Cherokee, Clay, Coke, Coleman, Collin, Comanche, Concho, Cooke, Dallas, Delta, Denton, Eastland, Ellis, Era

Grant Officials:

Authorized Official

Name: Jeff Garner
Email: jgarner@nrhtx.com
Address 1: 4301 City Point
Address 1:
City: North Richland Hills, Texas 76180
Phone: 817-427-4006 Other Phone: 817-427-7008
Fax:
Title: Mr.
Salutation: Chief
Position: Chief of Police

Financial Official

Name: Rachel Clements
Email: rclements@nrhtx.com
Address 1: PO Box 820609
Address 1: ATTN: Finance
City: North Richland Hills, Texas 76182
Phone: 817-427-6155 Other Phone:
Fax: 817-427-6151
Title: Ms.
Salutation: Ms.
Position: Finance Grant Specialist

Project Director

Name: Michael Shelley
Email: mshelley@nrhtx.com
Address 1: 4301 City Point Drive
Address 1:
City: North Richland Hills, Texas 76182
Phone: 817-427-7003 Other Phone:
Fax:
Title: Mr.
Salutation: Captain
Position: Captain

Grant Writer

Name: Scott McRory
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Address 1:
City: Irving, Texas 75063
Phone: 972-915-9504 Other Phone: 214-724-3458
Fax:
Title: Mr.
Salutation: Mr.
Position: North Texas TAG Administrator

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide homeland security services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17560051942002

Unique Entity Identifier (UEI): G3D6UCVKR963

Narrative Information

Introduction

The purpose of the Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

TXGANG Criminal Gang Database Reporting

Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

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

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

SAFECOM

All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants ([SAFECOM Guidance](#)). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration certification requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

I certify to all of the application content & requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The North Texas Anti-Gang Center (TAG) is a physical environment funded by the Texas Office of the Governor (OOG) Homeland Security Grants Division (HSGD). It was established to support strategic law enforcement partnership within the North Texas region to combat gang violence and organized crime associated with these criminal enterprises. The multi-disciplinary approach of the TAG concentrates efforts through the coordination of prevention, intervention, and suppression of criminal street gang and security threat group activities. The combined law enforcement resources and strategies are designed to effectively decrease the threat created by gang activities. The mission is to disrupt and dismantle the command and control of these criminal organizations, which affect public safety in our communities. The objective remains to build and expand the TAG partnership with the 20 participating agencies and effectively leverage valuable resources such as intelligence, personnel, and equipment. In addition, the TAG explores opportunities to partner with local agencies for gang prevention measures addressing the growing problem, as well as participate in intervention measures to stem the activities of current gang members. The TAG building fosters an environment that bolsters open communication, deconfliction, and intelligence sharing between multi agency law enforcement operations. Furthermore, the TAG facilitates law enforcement training sessions, conferences, and monthly area intelligence meetings. The TAG implemented the StopNorthTexasGangs.org website, which allows the public to submit anonymous tips on wanted gang fugitives and tips on gang activities in our Area of Responsibility (AOR). The TAG includes Region 1 for the Texas Department of Public Safety (DPS), which is located within the northeast portion of Texas. Region 1 contains five Metropolitan Statistical Areas, including Dallas-Fort Worth-Arlington, and Sherman-Denison. [NOTE: Region 1 covers s2 counties.] With an estimated 9.6 million residents covering approximately 8,676 square miles, Region 1 is home to approximately 23,000 assessed gang members. The TAG began operations on May 1, 2016, and is open to law enforcement agencies with responsibilities to oversee, enforce, and/or prosecute gangs and gang related activity. Four anchor agencies relocated their gang units to the TAG. The Dallas County District Attorney's Office (DCDAO) has assigned a full-time Border Prosecution Unit attorney at the TAG. Through these partnerships, personnel from the following agencies are also represented in some form at the TAG - Dallas Police Department (PD), Fort Worth PD, Irving PD, Arlington PD, Mesquite PD, Irving PD, Forney PD, Richardson PD, Decatur PD, Bridgeport PD, Hickory Creek PD, Lancaster PD, Fannin County SO, Grayson County SO, Kaufman County SO, Lewisville PD, Garland PD, Parker County Sheriff's Office (SO), Collin County SO, Denton County SO, Wise County SO, Hood County SO, Johnson County SO, Cooke County SO, Texas DPS Criminal Investigation Division, Kaufman County Constables Office (Precinct 2), Texas Alcohol and Beverage Commission, Texas Juvenile Justice Department, Texas Department of Corrections-OIG, Federal Bureau of Investigation, Bureau of Alcohol, Tobacco, Firearms and Explosives, Homeland Security Investigations, ICE Enforcement Removal Operations, Drug Enforcement Administration, Balch Springs City Marshal's Office, DCDAO, and the Kaufman County District Attorney's Office. The TAG has established an on-going partnership with the Oklahoma Bureau of Narcotics to facilitate seamless intelligence sharing as it relates to offenses associated with interstate nexus. Through the collaborative and cooperative efforts of these agencies, the TAG's purpose is to enhance the investigative efforts of law enforcement in the North Texas area combating gangs and violent crime committed by gangs. The TAG and the Texoma HIDTA share a state-of-the-art training center, which provides training to agencies across the North Texas area. Such training includes, but is not limited to, anti-gang enforcement tactics ranging from street stop encounters by law enforcement with violent gang members to long-term investigations of complex criminal investigations of organized/violent gang organizations.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Several factors affect the propensity of gang and organized criminal activity in the DFW metroplex. These include the presence of several major interstate corridors as well as being home to four of the largest counties in Texas (Dallas, Tarrant, Collin, Denton), with over 8 million residents as of 2023. Current demographics demonstrate a 15%-24% increase in population in outlying counties in the metroplex, to include Parker, Wise, Hunt, Rockwall, Kaufman, Ellis, and Johnson Counties. These counties generate over one million additional residents in the metroplex. The rapid population growth across these counties continues to be a contributing factor. The metroplex is a primary hub for gangs and organizations engaged in serious and violent criminal activities, including but not limited to human, drug and gun trafficking, assaults, and homicides. The presence of transnational gangs such as MS-13, Tren de Aragua (TdA), and 18th Street have increased their footprint across North Texas. As a result, the area has experienced an increase in violence related to such groups relocating to the DFW area. TdA, a Venezuelan criminal organization, has expanded their presence in Central and South America. Reporting estimates between 2,500 to 7,000 TdA members, with networks progressively expanding operations throughout Latin America, the U.S. and Canada. Law enforcement intelligence reported their presence in Florida, Nevada, Texas, Illinois, and New York. Canada issued a TdA threat assessment stating that "members have made their way to Canada and are operating in multiple Canadian provinces. Most known members are operating in areas where there is a high Venezuelan diaspora. The suspected members have been known to exploit the Canada/ US border by crossing between the two countries undetected." These reports suggests members are involved in human smuggling and drug trafficking and exploits migratory movements destined for the U.S. Law enforcement seeks to identify the extent of their criminal activity and presence in the U.S. Previously established behavior in South America indicates an ability to assimilate with other criminal actors and local gangs in new regions suggesting the possibility to recruit and/or align with other U.S. based gangs, transnational gangs, and transnational criminal organizations so facilitate expansion and role in illicit activities. Texas DPS (U//LES) reports they are a traditionally violent transnational gang with thousands of members and their presence in Texas poses a potential public safety threat. There is limited reporting on the extent of their presence and criminal operations in the state. North Texas law enforcement partners have developed areas of interest as it relates to TdA and investigations continue to identify and confirm associates of the organization. Federal agencies along the Texas-Mexico border documented encounters where individuals are identified by tattoos commonly associated with TdA membership; however, new intelligence suggests leadership is directing a more discreet posture limiting outward identifiers. Members indicated intended destinations in New York; Florida; Houston, Texas; Dallas, Texas; and Austin, Texas. Gang presence and activity within Fort Worth is robust and active. Local street gangs and hybrids have perpetuated violence in the city to a new level. Hybrid gangs have been at the center of a surge of opportunistic violent robberies and shootings. Individuals are typically in their late teens to early twenties. Their youth and ever-evolving nature have spawned hundreds of active cliques. Previous reports indicated Tango Blast maintains the largest overall gang membership in the area; once released from incarceration, many members tend to drop their affiliation in favor of the smaller street gang which they were previously aligned. Other significant gangs are the Bandidos Outlaw Motorcycle Gang, MS-13, Surenos, various sets of Crips & Bloods, and Aryan Circle. Others include the Texas Syndicate, 18th Street and Gangster Disciples. The largest and most active street gangs in Region 1 include Crips (all sets), Surenos (all sets), Bloods (all sets), and Latin Kings. The largest and most active prison gangs are the metroplex cliques of Tango Blast, Aryan Brotherhood of Texas (ABT), and Aryan Circle. The ABT and Aryan Circle maintain a strong presence east of Dallas, while the Latin Kings are active in north Fort Worth and Denton. Agencies in the region report a significant presence of Gangster Disciples, Nortenos, 18th Street, MS-13 and Texas Syndicate. In summation, North Texas law enforcement agencies bear the responsibility to investigate and prosecute related criminal activities and organizations. Enhanced cooperation and participation among these agencies further their ability to fulfill the mission, to protect public safety, as gangs remain a significant threat to the commerce and residents of Texas.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The existing capabilities of the TAG consist of the Participant Agencies which include: the FBI, DEA, ATF, HSI, Texas DPS, Dallas PD, Arlington PD, Fort Worth PD, Irving PD, North Richland Hills PD, Plano PD, Denton PD, Forney PD, Dallas County District Attorney's (DA) Office, Tarrant County DA's Office, Tarrant County SO, Kaufman County DA's Office, Ellis County SO, and Texas Alcohol and Beverage Control. The Texas Juvenile Justice Department has been added our first non-constituent, non-voting agency. Current capabilities include individual agencies' IT network systems, law enforcement and intelligence support personnel and equipment, state and federal prosecutors, fiscal operational support, electronic surveillance equipment and numerous software platform capabilities.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The overall goal is to enhance coordinated law enforcement activity targeting gangs and other criminal organizations operating in or affecting the region. This is achieved in part by co-locating representatives from federal, state and local law enforcement agencies in a "dedicated facility" (TAG). While this remains true today, a new approach for the TAG needs to be evaluated. There are three federal agencies, and one state agency seated in the TAG. While there are several task force officers associated with the federal agencies there remains a gap in local street level intelligence. Gangs are primarily a local law enforcement issue. There are international gangs operating within the state; however, most of the gang activity occurs at the local level affecting these communities. This TAG is unique among all other TAG's due to the size of area of responsibility. As stated earlier, the DFW metroplex's combined population was approximately 8.1 million individuals and

covered approximately 8,676 square miles, which forms the largest combined population region in the state. Additionally, there are approximately 200 law enforcement agencies in this area. Most agencies that could benefit from participation in the TAG cannot travel daily to the TAG for office space and co-location only to return to their communities to conduct gang and violent crime investigations. The geographic footprint of the DFW metroplex does not lend itself to a "one-size fits all" TAG. Although gangs are operating throughout the DFW metroplex, the gang problem is unique to its own geographic boundaries and is not the same throughout the area. Kaufman County, Texas is the fastest growing county in the U.S. Due to their population growth, there has been an increase in population, schools, businesses, and, unfortunately, crime. With the support of the TAG, and subsequently joining as a member, a Kaufman County Street Crimes Unit was established. The TAG has supported this effort by funding four positions, flock cameras throughout the county, associated equipment, and training. Since the establishment, enforcement activity has increased resulting in combating their gang related activities.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The goal for this project remains to provide a "centralized point" of coordination for law enforcement operations and intelligence gathering to curb gang activity and violence via multi-agency partnerships with key federal, state, and local law enforcement agencies. The TAG allows for deconfliction of investigations by centralizing planned events and helps prevent the compromising of investigations by reducing conflicting events and targets. By partnering with regional law enforcement agencies, the TAG will promote the development of intelligence and tactics to better combat violent criminal gangs in and around the North Texas area. Multiple agencies working together ensures the coordination of efforts to focus on gang activities that threaten the safety of our neighborhoods. The TAG project provides relief to high crime areas affected by gang violence by disrupting gang-related crime. The effectiveness of the TAG project is based on achieving progress towards the identified project-specific measures. The measurable goals (outputs and outcomes) include number of gang contacts, number of gang members arrested, number of gangs targeted/investigated, number of weapons seized, drug and currency seizures, number of participating agencies, number of multi-agency operations, number of gangs disrupted, and number of TAG-hosted training sessions. The baseline information for the measures and goals are determined by gathering statistical data from TAG participating agencies. All data required for statistical and evaluative purposes of the project is coordinated and collected by the TAG Administrator and maintained on an on-site TAG server. Collected data and subsequent analysis and assessments will be made available to the Homeland Security Grants Division and all TAG partnering agencies. Data and analysis will also serve as a viable tool for local law enforcement that will allow efforts to be tailored to the specific needs of the community according to trends.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

1.2.2 Establish and enhance multi-agency anti-gang centers in regions throughout the state to integrate and enhance the efforts of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

Target Group :

Identify the target group and population expected to benefit from this project.

The DFW metroplex and outlying jurisdictions within the North Texas TAG area of responsibility.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The TAG continues to work to develop several "smart policing" strategies that focus on offender based and/or location-based intelligence gathering and enforcement methodologies. TAG agencies develop intelligence associated with gang violence and shootings by coordinating intelligence developed through crime gun analysis throughout the greater North Texas/DFW areas and statewide. Additionally, the TAG strategically targets violent gang offenders engaged in serial shooting activity utilizing this intelligence. This is a developing approach to aid TAG partner agencies in current investigations and initiate new investigations across the area. In addition, the usage of the "Stop North Texas Gangs" website will enhance and expand upon established intelligence sharing capabilities as it pertains to law enforcement's efforts against violent gangs and violent crime. This application is evolving to include tip-line capabilities as well as law enforcement agency access. Efforts to develop additional capabilities are ongoing.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Gangs - Multijurisdictional	100.00	Agencies housed within the North Texas TAG have a primary focus on the investigation of criminal street gangs and organizations operating in and around the greater North Texas area that are responsible for violent crime within that region. The TAG serves to enhance the cooperation/collaboration between these agencies and those located within the area by providing the resources that create and allow for a greater sharing and collaboration effort among agencies.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	615
Number of gang members arrested for misdemeanor offenses.	185
Number of gangs targeted.	100
Number of participating agencies.	90
Number of weapons seized by officers supporting the TAG initiative.	415

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Dollar value of cash forfeitures donated to the project.	0
Number of convictions.	95

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

All contracts for services will be generated through the City of North Richland Hills Purchasing Department and will comply with all federal and state purchasing requirements. The primary project compliance manager is in the North Richland Hills Police Department Community Resources Division. The North Richland Hills Police Department Community Resources Division Captain shall oversee approval of all payments for service and the City of North Richland Hills Finance Department shall execute payments in accordance with existing written procedures.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2025

Enter the End Date [mm/dd/yyyy]:

9/30/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

6789209

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

6048951

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

Yes

No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

4/15/2024

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

I Certify

Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$3,011,545.50	\$0.00	\$0.00	\$0.00	\$3,011,545.50
Equipment	\$510,933.41	\$0.00	\$0.00	\$0.00	\$510,933.41
Indirect Costs	\$152,775.60	\$0.00	\$0.00	\$0.00	\$152,775.60
Personnel	\$60,881.04	\$0.00	\$0.00	\$0.00	\$60,881.04
Supplies and Direct Operating Expenses	\$739,038.00	\$0.00	\$0.00	\$0.00	\$739,038.00
Travel and Training	\$44,802.45	\$0.00	\$0.00	\$0.00	\$44,802.45

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$4,519,976.00	\$0.00	\$0.00	\$0.00	\$4,519,976.00

ASSET INVENTORY FORM

GRANT NAME: NORTH TEXAS ANTI-GANG CENTER
 GRANT YEAR: 2025-2026
 CFDA NUMBER: NONE
 FEDERAL/STATE AWARD ID: 2026-TG-ST-0019
 EGRANTS NUMBER: 2848911

DESCRIPTION	SERIAL NUMBER OR ID #	WHO HOLDS THE TITLE	ACQUISITION DATE	COST	% of FEDERAL PARTICIPATION	LOCATION	USE	CONDITION	DISPOSITION
Subscription renewal for 5 Flock Safety Gunshot Detection Raven devices for service between 09/01/2025 - 08/31/2026	N/A	City of North Richland Hills		\$113,105.02	0%	TAG-6303 Commerce Dr Irvng TX 75063	Gang-related criminal investigations	New	Transfer ownership to Ft Worth

\$113,105.02

DATE AND SIGNATURE OF TRANSFER

RECIPIENT
 CITY OF NORTH RICHLAND HILLS / N. TEXAS ANTI-GANG CENTER

 (to be signed at time of actual transfer)

 Signature

 Printed Name and Title

 Date

RECEIVING JURISDICTION/AGENCY
 CITY OF FORT WORTH

 Name
 (to be signed at time of actual transfer)

 Signature

 Printed Name and Title

 Date

**Flock Safety + TX - City of North
Richland Hills/NTX Anti-Gang Center**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Kyle Turner
kyle.turner@flocksafety.com
+19499334145

Quote Number: Q-180746
Expiration Date: 04/30/2026

flock safety

ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	TX - City of North Richland Hills/NTX Anti-Gang Center	Initial Term:	12 Months
Legal Entity Name:	TX - City of North Richland Hills/NTX Anti-Gang Center	Renewal Term:	12 Months
Accounts Payable Email:	tbounds@nrhtx.com	Payment Terms:	Net 60
Address:	4301 City Point Dr. North Richland Hills, TX 76180	Billing Frequency:	Annual
		Retention Period:	30 Days

ATTN: Terri Bounds

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$113,105.02
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety Audio Products			
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	1	Included
Flock Safety Gunshot Detection - 1mi, fka Raven	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$113,105.02
Annual Recurring Subtotal:	\$125,000.00
Discounts:	\$40,000.00
Estimated Tax:	\$0.00
Contract Total:	\$113,105.02

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- This term shall be effective 9/1/2025 - 8/31/2026.
- This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and

any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

- Cameras to be installed and owned by the City of, TX - Fort Worth PD, TAG grant will fund 12 months of Flock Services through the City of North Richland Hills and is the billing entity for the project for the first 12 months of Flock Services. Following the 12 months of Flock Services, the City of, TX - Fort Worth PD, shall be the billing entity for this project and responsible for any subscription fees or Renewal fees.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
Flock Safety Gunshot Detection - 1mi, fka Raven <i>(4/17/2026 - 8/31/2026)</i>	\$13,105.02
Flock Safety Gunshot Detection - 1mi, fka Raven <i>(9/1/2025 - 8/31/2026)</i>	\$100,000.00
At Contract Signing	\$113,105.02
Annual Recurring after Year 1	\$125,000.00
Contract Total	\$113,105.02

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$40,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Gunshot Detection - lmi, fka Raven	Gunshot detection - 1 square mile of coverage. Number of units deployed depends on geography and density of area. Gunshot detection is license by coverage area, not number of units.

FlockOS Features & Description


FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera


By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.


FLOCK GROUP, INC.

Customer: TX - Fort Worth PD

By:  Signed by:
1024FAF1F68A40F...
Name: Dan Haley
Title: Chief Legal Officer
Date: 2/2/2026

By: 
Dianna Giordano (Feb 9, 2026 13:55:26 CST)
Name: Dianna Giordano
Title: Assistant City Manager
Date: 02/09/2026
PO Number: _____

Customer: TX - City of North Richland Hills/NTX Anti-Gang Center

By:  Digitally signed by Jeff
Garner
Date: 2026.02.24
16:33:35 -06'00'
Name: Jeff Garner
Title: Chief of Police
Date: 2/24/26

flock safety

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Flock Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.
- 1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Flock Services. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.
- 1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
- 1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

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1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Flock Services.

1.7 “**Hardware**” shall mean the Flock cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.9 below.

1.9 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.10 “**Flock Services or Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.11 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock system.

1.12 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or notifications of a Non-Agency End User.

1.13 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Flock Services and Hardware.

1.15 “**Support Services**” shall mean On-site Services and Monitoring Services, as defined in Section 2.9 below.

1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

2. FLOCK SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term (as defined in Section 6.1) and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web

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Interface which the Flock Services makes available to Agency and Authorized End Users WARRANTIES PROVIDED BY SUCH THIRD PARTIES, ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term in connection with its use of the Flock Services as contemplated herein, and under Section 2.4, below.

2.4 Usage Restrictions. The purpose for usage of the Hardware, Documentation, Services, support, and the Flock IP is solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Services or Flock IP; (vi) use the Services, support, Hardware, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Flock Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Flock Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service

flock safety

Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "**Designated Location**"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Agency's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc.), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock's access to Footage after the initial installation which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

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2.7.4 *Security Interest.* The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 **Changes to Platform.** Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its customers, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to

flock safety

perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Georgia, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing due to Agency's actions, Agency's Installation Obligations, or otherwise from Agency's use of the Services, Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) that is deemed public in accordance with the Texas Public Information Act.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order, law, rule, regulation, or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal

process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the "*Aggregated Data*"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of invoice, after successful validation of the Units. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card. The first month of Flock Services corresponding to the first Usage Fee payment will begin upon the first installation of Hardware. For Agencies who purchase ten (10) or more Units, in the event that only a portion of the Units are installed at the first installation with additional Units to be installed at a later date, Usage Fees shall be

flock safety

calculated on a pro rata basis corresponding to the then-installed Units. Agencies will be invoiced for the additional Units immediately upon installation of the remaining Units.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. To the extent allowable by law or Agency regulations pertaining to tax-exempt entities, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for thirty (30) days ("*No Fee Term*") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. Agency agrees to pay the Initial Fees and Usage Fees according to Section 5.1 and will receive Flock's complimentary access to the Flock Service and Footage for no additional cost. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. The complimentary No-Fee Term access to Flock Services shall survive the expiration or termination of this Agreement for five (5) years unless Agency provides written notice of the intent to cancel access to Flock Services.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "*Initial Term*"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "*Renewal Term*"), and together with the Initial Term, the "*Service Term*") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, an Agency not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal and labor, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the Agency will be effective immediately. Flock will remove all equipment at Flock's own convenience, within a commercially reasonable period upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do

flock safety

business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for thirty (30) days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

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7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock shall maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of its business risk. Certificates of Insurance will be provided upon request. Agency is a self-insured government entity as authorized under applicable law and shall provide a letter of self-insurance indicating such status to Flock upon request.

7.6 Force Majeure. Neither party shall be responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, epidemics, pandemics, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of the other party.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL ACTS, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL ACTS, IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

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DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

8.4 Indemnity. To the extent permitted by applicable law, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement. Notwithstanding any of the foregoing, nothing herein shall require Agency to create a sinking fund to satisfy any obligation to indemnify under this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees upon thirty (30) days written notice from Flock, if possible, to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency in accordance with the applicable law set forth in Section 10.6.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, to any affiliate company in which it owns a majority share or is under common ownership or control under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party shall have any authority of any kind to bind the other party in any respect whatsoever.

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OPTIONAL
FORM NO. 101

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement attorney's fees shall be awarded as authorized by the law of the state set forth in Section 10.6.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The federal and state courts sitting in the State of Texas will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Tarrant County, Texas by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 Publicity. Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, on Flock's website. Flock shall not use Agency's name or trademarks in any negative, false, misleading, or demeaning manner, in Agency's sole discretion.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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

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

Flock Group Inc.
Atlanta, GA United States

Certificate Number:
2026-1432667

Date Filed:
03/12/2026

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 - Flock purchase to be transferred to City of Fort Worth

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.

00033046/00029069
Audio Detection System
April 13, 2026 Council - File ID 7453

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ulevitch, David	New York, NY United States	X	
	Herendeen, Julie	San Francisco, CA United States	X	
	Ceran, Jennifer	San Francisco, CA United States	X	
	Lang, Garrett	Atlanta, GA United States	X	
	Feury, Matt	Atlanta, GA United States	X	
	Sukhar, Ilya	San Francisco, CA United States	X	
	Clayton, Alex	San Francisco, CA United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Alyssa Bolick, and my date of birth is [REDACTED].

My address is 4724 Magnetite Lp, Mount Dora, FL, 32757, USA
(city) (state) (zip code) (country)

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

Executed in Orange County, State of Florida, on the 12 day of March, 2026
(month) (year)

Alyssa Bolick
Signature of authorized agent of contracting business entity
(Declarant)

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Consider Resolution No. 2026-022, authorizing submission of the application and acceptance of allocated funds, if awarded, in the amount of \$12,033 for the Office of Justice Programs' Bureau of Justice Assistance (BJA) FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula.

PRESENTER: Jeff Garner, Chief of Police

SUMMARY:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the leading source of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement. Specifically, the funds from this grant may be used to purchase equipment. The Police Department intends to purchase an unmanned aircraft system with the grant funds. North Richland Hills has been allocated \$12,033 with the FY 2025 grant. There is no match required.

GENERAL DESCRIPTION:

The Police Department proposes to use JAG funds for law enforcement related activities. The Department intends to purchase an unmanned aircraft system with the awarded grant funds.

Unmanned aircraft systems, commonly referred to as drones, have become an increasingly valuable tool for public safety agencies nationwide. These systems provide real time aerial intelligence that can improve situational awareness, enhance officer safety, and increase operational efficiency across a variety of law enforcement activities.

Vendors and the number of drones to be purchased are still in the process of being researched and will be completed before the April 28, 2026 grant submission deadline.

RECOMMENDATION:

Approve Resolution No. 2026-022.

RESOLUTION NO. 2026-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING SUBMISSION OF THE APPLICATION AND ACCEPTANCE OF ALLOCATED FUNDS, IF AWARDED, IN THE AMOUNT OF \$12,033 FOR THE OFFICE OF JUSTICE PROGRAMS' BUREAU OF JUSTICE ASSISTANCE (BJA) FY 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM – LOCAL FORMULA.

WHEREAS, the City of North Richland Hills, Texas, possesses legal authority to apply for and to make appointments for the conduct of business relative to the Bureau of Justice Assistance (BJA) FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula; and

WHEREAS, the City Council of North Richland Hills, Texas, finds it is in the best interest of the citizens of North Richland Hills to request the funds available under this program to purchase an unmanned aircraft system.

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 Office of Justice Programs' Bureau of Justice Assistance FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula.

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

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

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

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

PASSED AND APPROVED on this 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Jeff Garner, Chief of Police

CITY COUNCIL MEMORANDUM

FROM: Planning Department **DATE:** April 13, 2026
SUBJECT: TR26-02, Ordinance No. 3950, amending Chapter 54, Article XI
Residential Permit Parking Zone
PRESENTER: Cori Reaume, Planning Director

SUMMARY:

The intent of this ordinance is to provide modifications to the Residential Permit Parking Zone ordinance to streamline the administration of the permit parking program in Hometown.

GENERAL DESCRIPTION:

The City adopted “Residential Permit Parking Zone” regulations in 2019. The intent was to establish a process by which certain HOAs could enter into an agreement with the City for issuance of on-street parking permits. This stemmed from a recommendation in the Vision2030 Plan, and applies only to “urban village” environments where there is an intentional mix of residential and commercial uses. It is intended to ensure commercial and multifamily property users are not causing a negative impact by utilizing all on-street parking in adjacent residential areas.

The Home Town East NRH Owners’ Association then entered into an agreement with the City in July of 2019 consistent with the adopted ordinance.

As the Home Town area has continued to develop, and as the entities (City and HOA) have been able to evaluate the current processes, it has been determined that an update to the Agreement would be beneficial to all parties. This would be the first revision to the agreement since its original adoption.

Staff have worked extensively with the HOA board and management company to review existing practices, opportunities to streamline processes, and provide clarity for interpretation within the agreement. Prior to renewing the agreement between Home Town East and the City, there are some modifications recommended to Chapter 54, which are outlined in the attached redlined draft and incorporated into the proposed Ordinance.

A summary of this ordinance ‘clean-up’ effort is provided below:

- Modifications to align with current practice of the HOA issuing permit stickers, placards, etc. rather than City staff issuing the permits.
 - Rather than providing applicant information to the City for review and approval, the HOA would provide notification of issued or denied permits. The City would then have authority to request a revocation of a permit, if

necessary, but would not become a bottleneck within the permit approval process.

- Allowance for other forms of proof of residence than a Driver's License, as we have some residents who maintain a permanent residence elsewhere, but do reside within the zone. (College students, military service members, etc.)
- Requirement for applicable signs to be placed prior to any enforcement into expanded areas.

There are no significant changes recommended to the way the current program is operating at this time. These proposed changes are simply to incorporate changes deemed necessary since the implementation of the permit parking zone program.

If approved by the City Council, an Agreement renewal (including these changes) may be executed by the City Manager.

RECOMMENDATION:

Approve Ordinance No. 3953.

§ 54-409. Definitions.

In this article:

Agreement means the Residential Permitting Parking Agreement between the City of North Richland Hills and the Home Owner's Association.

City means the City of North Richland Hills, Texas.

CC&Rs mean the Covenants, Conditions and Restrictions on homes that govern all properties within a designated area.

Department means the city department designated by the city manager to enforce this article.

Home owner's association or the HOA means the association or management company authorized to enforce the CC&Rs in a designated neighborhood in the Town Center District, the TOD, or other area designated as Urban Village on the Vision2030 Land Use Plan.

Parking signage plan means the plan for signage designating location, size, type, and wording for all parking signs within the residential permit parking zone.

Permit means a residential parking permit approved by the City and issued by the Association (HOA) pursuant to an active Residential Permitting Parking Agreement.

Resident means a homeowner or other person who resides within the boundary of the residential permit parking zone.

Residential permit parking zone or zone means the boundaries of the designated areas within the Town Center or transit oriented development district (TOD), or other urban village where only resident motor vehicles displaying a valid permit may park.

Town Center District means the area in the City of North Richland Hills designated on the city's comprehensive zoning map as the Town Center Zoning District.

Transit Oriented Development District or TOD means the area in the City of North Richland Hills designated on the city's comprehensive zoning map as the Transit Oriented Development Zoning District.

Urban Village means an area in the City of North Richland Hills designated on the city's comprehensive land use plan map as Urban Village.

§ 54-410. Designation of a residential permit parking zone.

A residential permit parking zone may be established in any neighborhood in the Town Center or the TOD zoning districts or other Urban Village that meets the following criteria:

- (a) Presence of an established home owner's association and/or HOA management company authorized to enforce the CC&Rs of the community, whose governing body meets at least once a quarter, and whose majority of home owners meet at least once annually;
- (b) Presence of an agreement between the city and the HOA and/or management company to administer a residential permit parking program;
- (c) Presence of a non-single family residential use or park/open space on the same block or within three hundred feet (300') as measured from the front property line of single family

residence to the property line of the non-residential use along a public sidewalk;

- (d) Presence of on-street parking.

§ 54-411. Residential parking permit required.

- (a) Permit required. It shall be unlawful to stop, stand or park a motor vehicle in a residential permit parking zone without a valid residential parking permit properly displayed on the rearview mirror, windshield or the dashboard of the vehicle. Any person who meets the eligibility requirements may apply for a residential parking permit. Such application shall be submitted in accordance with section 54-413 of this article.
- (b) Authority. The Association shall, pursuant to a Residential Permitting Parking Agreement approved by the City, have authority to issue permits for residential parking within the zone.
- (c) Eligibility. A person is eligible to apply for a residential parking permit if he or she:
- (1) Owns or leases a motor vehicle;
 - (2) Possesses a valid drivers' license;
 - (3) Resides within the residential permit parking zone; and
 - (4) Pays the applicable fee for the permit.
- The city shall have the discretion to deny any application for a permit that does not meet the eligibility criteria, is not in compliance with the agreement or that poses a potential threat to the public, health or safety of the citizens of the city.
- (d) Number of permits issued. A maximum of three (3) permits may be issued per residence within the residential permit parking zone. A permit may be replaced in the event the permit is lost, stolen or the vehicle is sold.
- (e) Expiration. The time for expiration of a permit shall be agreed upon by the city and the home owner's association and set forth in the residential permitting parking agreement.
- (f) Display. The permit shall be conspicuously displayed in the vehicle for easy visibility in a manner and location approved by the city and the association.
- (g) Parking authorized. A permit shall authorize the holder to stop, stand, or park a motor vehicle in the residential permit parking zone with a valid, properly displayed permit, as authorized by the permit, unless such stopping, standing or parking is prohibited or restricted by laws or regulations other than as established in this article.
- (h) Registered owner. The registered owner of the motor vehicle is presumed to be the person who left the vehicle stopped, standing or parked at the time and place the offense occurred.
- (i) Fees. Fees for residential parking permits shall be set forth in Appendix A, Fee Schedule,

and are subject to annual modifications as determined by the city.

§ 54-412. No residential parking permit required.

No residential parking permit shall be required for any of the following:

- (1) Vehicles parking in the zone for the sole purpose of drop off and/or pick up of students attending any public or private school within the Zone between the hours of 7:30 a.m. and 8:30 a.m. and 2:45 p.m. and 3:45 p.m.
- (2) Visibly marked business vehicles, while within the course and scope of business, and the vehicle is:
 - (a) A service vehicle;
 - (b) A delivery vehicle;
 - (c) Driven by a sales representative of the business;
 - (d) A construction vehicle; or
 - (e) A trade vehicle (builders, plumbers, etc.)
- (3) Individuals sharing religious messages; or
- (4) Vehicles parked in spaces designated for business parking.
- (5) Visibly marked City of North Richland Hills vehicles, while in the course and scope of city business; or
- (6) Emergency vehicles, while in the course and scope of providing emergency services.

§ 54-413. Residential permitting parking agreement.

- (a) The home owner's association shall be required to enter into a residential permitting parking agreement with the city to manage an approved residential permit parking zone program.
- (b) The agreement shall be in the form designated and approved by the city.
- (c) The HOA must be authorized to enforce the CC&Rs and the residential permitting parking agreement by the residents of the zone.
- (d) The agreement shall designate the types of residential parking permits that may be issued for the designated zone, including but not limited to, resident parking, temporary parking, guest parking, or special event parking.
- (e) The agreement shall designate and describe the boundary of the zone, including the names of all streets within the zone, the total number of parking spaces designated on each street within the zone, a map depicting the boundary of zone, and any additional

information required by the city to fully describe the zone. As an example "the west side of Bridge street between Ice House Drive and Madrid Street (35 spaces)."

- (f) The city manager shall be authorized to enter into a residential permitting parking agreement in accordance with this article.
- (g) The agreement shall be filed with the city secretary, and a memorandum of the agreement shall be filed in the real property records of Tarrant County by the Association.

§ 54-414. Responsibilities of the home owner's association.

- (a) After approval of the zone by the city, the HOA shall be responsible for administering the residential permit parking zone program in accordance with the residential permitting parking agreement between the city and the HOA and this article.
- (b) The HOA shall collect all applications and fees for permits and submit the applications and fees to the city for review. If responsible for issuing permits, as delegated in an active Agreement, the HOA will be responsible for issuing said permits.
- (c) The HOA shall submit a parking signage plan to the City for approval by the City Manager or designee. No enforcement by the HOA may take place prior to installation of all applicable signage within the zone.
- (d) The HOA shall enter into a separate agreement with the city's then contracted towing service for immobilization of vehicles in violation of this article, including booting and towing.

§ 54-415. Enforcement; revocation.

- (a) The city's planning department and police department shall have enforcement authority for this article.
- (b) The city may issue citations or revoke the permit of any person who is found to be in violation of the laws regulating parking in a residential permit parking zone. If the HOA issues permits, the City reserves the right to provide notice to the HOA to revoke any issued permit, pursuant to an active Agreement.
- (c) Immobilization is hereby authorized of any vehicle parked in a residential permit parking zone without a valid residential parking permit, including booting and towing, at the sole cost and expense of the owner of the vehicle.

**ORDINANCE NO. 3950
ZONING CASE TR26-02**

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS AMENDING CHAPTER 54, MOTOR VEHICLES AND TRAFFIC, ARTICLE XI, RESIDENTIAL PERMIT PARKING ZONE, OF THE CODE OF ORDINANCES, NORTH RICHLAND HILLS, TEXAS, TO REVISE RESIDENTIAL PERMIT PARKING ZONE REGULATIONS; 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, areas designated as Urban Village on the Land Use Plan, such as the Town Center and Transit Oriented Development Zoning Districts contain relatively high density mixed use development, including single family and multi-family living units, schools, sports/entertainment, venues, office, retail, and other commercial and civic uses in a more compact, walkable environment; and

WHEREAS, the Vision2030 Transportation Plan, a component of the City's comprehensive plan adopted by Ordinance 3592 on July 22, 2019, specifically recommends the creation of parking management districts for TODs and Urban Villages; and

WHEREAS, the City Council desires to amend certain portions of the Residential Permit Parking zone regulations to align with current practices; 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: That Chapter 54, Motor Vehicles and Traffic, Article XI, Residential Permit Parking Zone, in the Code of Ordinances, City of North Richland Hills, Texas, be amended in part by revising Section 54-409 – “Definitions” to read :

“ ...

In this article:

Agreement means the Residential Permitting Parking Agreement between the City of North Richland Hills and the Home Owner's Association.

City means the City of North Richland Hills, Texas.

CC&Rs mean the Covenants, Conditions and Restrictions on homes that govern all properties within a designated area.

Department means the city department designated by the city manager to enforce this article.

Home owner's association or the HOA means the association or management company authorized to enforce the CC&Rs in a designated neighborhood in the Town Center District, the TOD, or other area designated as Urban Village on the Vision2030 Land Use Plan.

Parking signage plan means the plan for signage designating location, size, type, and wording for all parking signs within the residential permit parking zone.

Permit means a residential parking permit approved by the City and issued by the Association (HOA) pursuant to an active Residential Permitting Parking Agreement.

Resident means a homeowner or other person who resides within the boundary of the residential permit parking zone.

Residential permit parking zone or zone means the boundaries of the designated areas within the Town Center or transit oriented development district (TOD), or other urban village where only resident motor vehicles displaying a valid permit may park.

Town Center District means the area in the City of North Richland Hills designated on the city's comprehensive zoning map as the Town Center Zoning District.

Transit Oriented Development District or TOD means the area in the City of North Richland Hills designated on the city's comprehensive zoning map as the Transit Oriented Development Zoning District.

Urban Village means an area in the City of North Richland Hills designated on the city's comprehensive land use plan map as Urban Village.

...”

SECTION 2: That Chapter 54, Motor Vehicles and Traffic, Article XI, Residential Permit Parking Zone, in the Code of Ordinances, City of North Richland Hills, Texas, be amended in part by revising Section 54-411 – “Residential parking permit required” be amended to read :

“ ...

- (a) Permit required. It shall be unlawful to stop, stand or park a motor vehicle in a residential permit parking zone without a valid residential parking permit properly displayed on the rearview mirror, windshield or the dashboard of the vehicle. Any person who meets the eligibility requirements may apply for a residential parking permit. Such application shall be submitted in accordance with section 54-413 of this article.
- (b) Authority. The Association shall, pursuant to a Residential Permitting Parking Agreement approved by the City, have authority to issue permits for residential parking within the zone.
- (c) Eligibility. A person is eligible to apply for a residential parking permit if he or she:
 - (1) Owns or leases a motor vehicle;
 - (2) Possesses a valid drivers' license;
 - (3) Resides within the residential permit parking zone; and
 - (4) Pays the applicable fee for the permit.The city shall have the discretion to deny any application for a permit that does not meet the eligibility criteria, is not in compliance with the agreement or that poses a potential threat to the public, health or safety of the citizens of the city.
- (d) Number of permits issued. A maximum of three (3) permits may be issued per residence within the residential permit parking zone. A permit may be replaced in the event the permit is lost, stolen or the vehicle is sold.

- (e) Expiration. The time for expiration of a permit shall be agreed upon by the city and the home owner's association and set forth in the residential permitting parking agreement.
- (f) Display. The permit shall be conspicuously displayed in the vehicle for easy visibility in a manner and location approved by the city and the association.
- (g) Parking authorized. A permit shall authorize the holder to stop, stand, or park a motor vehicle in the residential permit parking zone with a valid, properly displayed permit, as authorized by the permit, unless such stopping, standing or parking is prohibited or restricted by laws or regulations other than as established in this article.
- (h) Registered owner. The registered owner of the motor vehicle is presumed to be the person who left the vehicle stopped, standing or parked at the time and place the offense occurred.
- (i) Fees. Fees for residential parking permits shall be set forth in Appendix A, Fee Schedule, and are subject to annual modifications as determined by the city.
 ...”

SECTION 3: That Chapter 54, Motor Vehicles and Traffic, Article XI, Residential Permit Parking Zone, in the Code of Ordinances, City of North Richland Hills, Texas, be amended in part by revising Section 54-414 – “Responsibilities of the homeowner’s association” be amended to read :

“ ...

- (a) After approval of the zone by the city, the HOA shall be responsible for administering the residential permit parking zone program in accordance with the residential permitting parking agreement between the city and the HOA and this article.
- (b) The HOA shall collect all applications and fees for permits and submit the applications and fees to the city for review. If responsible for issuing permits, as delegated in an active Agreement, the HOA will be responsible for issuing said permits.
- (c) The HOA shall submit a parking signage plan to the City for approval by the City Manager or designee. No enforcement by the HOA may take place prior to installation of all applicable signage within the zone.

(d) The HOA shall enter into a separate agreement with the city's then contracted towing service for immobilization of vehicles in violation of this article, including booting and towing.

..."

SECTION 4: That Chapter 54, Motor Vehicles and Traffic, Article XI, Residential Permit Parking Zone, in the Code of Ordinances, City of North Richland Hills, Texas, be amended in part by revising Section 54-415 – “Enforcement; revocation” be amended to read :

“...

(a) The city's planning department and police department shall have enforcement authority for this article.

(b) The city may issue citations or revoke the permit of any person who is found to be in violation of the laws regulating parking in a residential permit parking zone. If the HOA issues permits, the City reserves the right to provide notice to the HOA to revoke any issued permit, pursuant to an active Agreement.

(c) Immobilization is hereby authorized of any vehicle parked in a residential permit parking zone without a valid residential parking permit, including booting and towing, at the sole cost and expense of the owner of the vehicle.

...”

SECTION 5: This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 6: It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 7: Any person, firm, or corporation violating any provision of the Sign Regulations of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Five Hundred Dollars (\$500.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.

SECTION 8: All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing the sign regulations that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 9: The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.

SECTION 10: This Ordinance shall be in full force and effect upon publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Cori Reaume
Planning Director

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Approve Resolution No.2026-023, approving participation in the Remnant Defendants Settlement with Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).
PRESENTER: Trudy J. Lewis, Assistant City Manager

SUMMARY:

City Council is being asked to consider a resolution approving participation in the Remnant Defendants Settlement Agreement with Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (“Six Remnant Defendants”). The purpose of the settlement is to help abate and alleviate the impacts of the opioid epidemic throughout the United States.

GENERAL DESCRIPTION:

The City has received official notice regarding participation eligibility in the proposed Remnant Defendants Settlement involving the Six Remnant Defendants. This settlement is being entered into to resolve ongoing litigation between states and the Six Remnant Defendants.

The Remnant Defendants Settlement provides for the combined payment of \$97,625,000.00 in cash for purposes of abating the opioid epidemic. The settlement will result in a one-time settlement payment to each eligible entity participating in the settlement. The City of North Richland Hills estimated anticipated payment is approximately \$697,846.30, based upon the allocation percentage in the Plan of Allocation included in the Settlement Agreement.

The Settlement funds must be used for the Core Strategies and Approved Uses set forth in the Remnant Defendants Settlement Agreement. The approved uses include a wide variety of strategies for prevention and treatment used to fight the opioid crisis, including expansion of training for first responders, coverage for uninsured individuals, preventative



education for school-based and youth-focused programs, and treatment and recovery support services for the use of opioids and other illicit drugs.

In order to participate, an eligible entity, including the City of North Richland Hills, must opt-in to the Settlement and sign and return the *Combined Subdivision Participation and Release Form* to the Claims Administrator no later than May 4, 2026.

RECOMMENDATION:

Approve Resolution No. 2026-023.

RESOLUTION NO. 2026-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, APPROVING PARTICIPATION IN THE REMNANT DEFENDANTS SETTLEMENT AGREEMENT WITH ASSOCIATED PHARMACIES, INC. (AND AMERICAN ASSOCIATED PHARMACIES), J M SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, INC., MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC., AND UNITED NATURAL FOODS, INC. (INCLUDING ITS SUBSIDIARIES SUPERVALU AND ADVANTAGE LOGISTICS); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there has been a plethora of national litigation against certain pharmaceutical companies and retail pharmacies to abate and alleviate the impacts of the opioid epidemic throughout the nation and the State of Texas; and

WHEREAS, the City of North Richland Hills (the “City”) has obtained information indicating that Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) have reached a national settlement agreement (“Remnant Defendants Settlement Agreement”); and

WHEREAS, the City Council of the City of North Richland Hills finds that it is in the best interest of the health, safety, and welfare of the citizens of the City for the City to participate in the Remnant Defendants Settlement Agreement and the Manufacturers Settlement Agreements.

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

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

SECTION 2. The City Council supports the Remnant Defendants Settlement Agreement and hereby approves the City’s participation in the Remnant Defendants Settlement Agreement.

SECTION 3. The City Council finds the following:

- a) There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about North Richland Hills, Texas.
- b) The City Council also understands there is a need to create an effective means of allocating any potential settlement funds obtained under the Remnant Defendants Settlement Agreement in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City.

SECTION 4. The City Council hereby authorizes the City Manager or her designee to execute all necessary and related documents on behalf of the City to participate in the Remnant Defendants Settlement Agreement.

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

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

PASSED AND APPROVED on this 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Trudy J. Lewis
Assistant City Manager

National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: North Richland Hills city, TX
Reference Number: CL-2027290

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026**.

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:

<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: *dse_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: ZC25-0149, Ordinance No. 3951, Public hearing and consideration of a request from Electrify America LLC for a special use permit for an accessory non-required off-street parking lot for electric vehicle charging at 6421 Precinct Line Road, being 0.975 acres described as Lot 17R, Block 1, Thompson Park Estates.

PRESENTER: Clayton Husband, Principal Planner

SUMMARY:

On behalf of Asset Lending Partners (owner) and Electrify America LLC (developer), Black & Veatch is requesting a special use permit for an accessory non-required off-street parking lot for electric vehicle charging on a 0.975-acre property located at 6421 Precinct Line Road.

GENERAL DESCRIPTION:

The property is in the southwest quadrant of Precinct Line Road and Martin Drive. The vacant site is located behind (to the west of) the Starbucks and Shipley Do-Nut restaurant sites and is bordered on the south by the Home Depot parking lot and on the north/northwest by two existing single-family residences. The developer, [Electrify America LLC](#), proposes to construct an electric vehicle charging parking lot on the property.

A site plan for the property is attached. The applicant proposes to develop the site as a stand-alone parking lot for electric vehicle charging. The design includes 24 parking spaces with charging dispensers and associated site landscaping and improvements. Since portions of the site are adjacent to existing residences on Martin Drive, a buffer yard and masonry screening wall would be constructed. Parking lot lighting is proposed to be constructed, with light fixtures at 18-foot mounting height.

The site does not have direct access to Precinct Line Road or Martin Drive. The entrance into the property is on a driving aisle contained in an access easement located behind the adjacent restaurants. This driving aisle connects the Home Depot parking lot to Martin Drive and provides access to the restaurant sites. A sidewalk would be constructed on the property adjacent to the access drive. There are not any buildings proposed for the property.

The property is zoned C-2 (Commercial). An electric vehicle charging lot is not a specifically listed land use but is similar in nature to an accessory non-required off-street

parking lot in terms of operational characteristics and service demands. Since this parking lot use requires approval of a special use permit (SUP) in this zoning district, the application is being processed in a similar manner to provide an opportunity to review the suitability of the proposed development use at this location.

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

VISION 2030 COMPREHENSIVE PLAN: This area is designated on the Land Use Plan as Retail Commercial. The Retail Commercial land use category provides sites for community and regional shopping centers, commercial establishments, and employment centers. These sites are typically located on highways and major thoroughfares at key intersections.

CURRENT ZONING: The property is zoned C-1 (Commercial). This district is intended to provide for development of retail service, and office uses principally serving community and regional needs. This C-1 (Commercial) district should be located on the periphery of residential neighborhoods and be confined to intersections of major arterial streets. It is also appropriate for major retail corridors as shown on the comprehensive plan.

SURROUNDING ZONING | LAND USE:

DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
NORTH	R-1 (Single-Family Residential) PD (Planned Development)	Low Density Residential Retail Commercial	Single-family residence Restaurant use (Andy’s Frozen Custard)
WEST	R-1 (Single-Family Residential) PD (Planned Development)	Low Density Residential Retail Commercial	Single-family residence Retail use (Home Depot)
SOUTH	PD (Planned Development)	Retail Commercial	Retail use parking lot (Home Depot)
EAST	PD (Planned Development) C-1 (Commercial)	Retail Commercial	Restaurant uses (Starbucks / Shipley Do-Nuts)

PLAT STATUS: The property is platted as Lot 17R, Block 1, Thompson Park Estates.

PUBLIC INPUT: The Planning & Zoning Division received input regarding the zoning change request. A copy of all correspondence is included in the Public Input attachment. Any additional correspondence received after the publication of this report will be distributed to the City Council prior to the public hearing.



PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission conducted a public hearing and considered this item at the March 19, 2026, meeting and voted 4-0 to recommend approval.

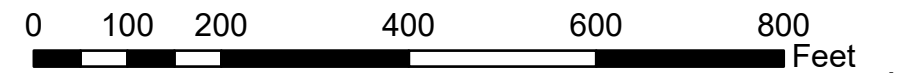
RECOMMENDATION:

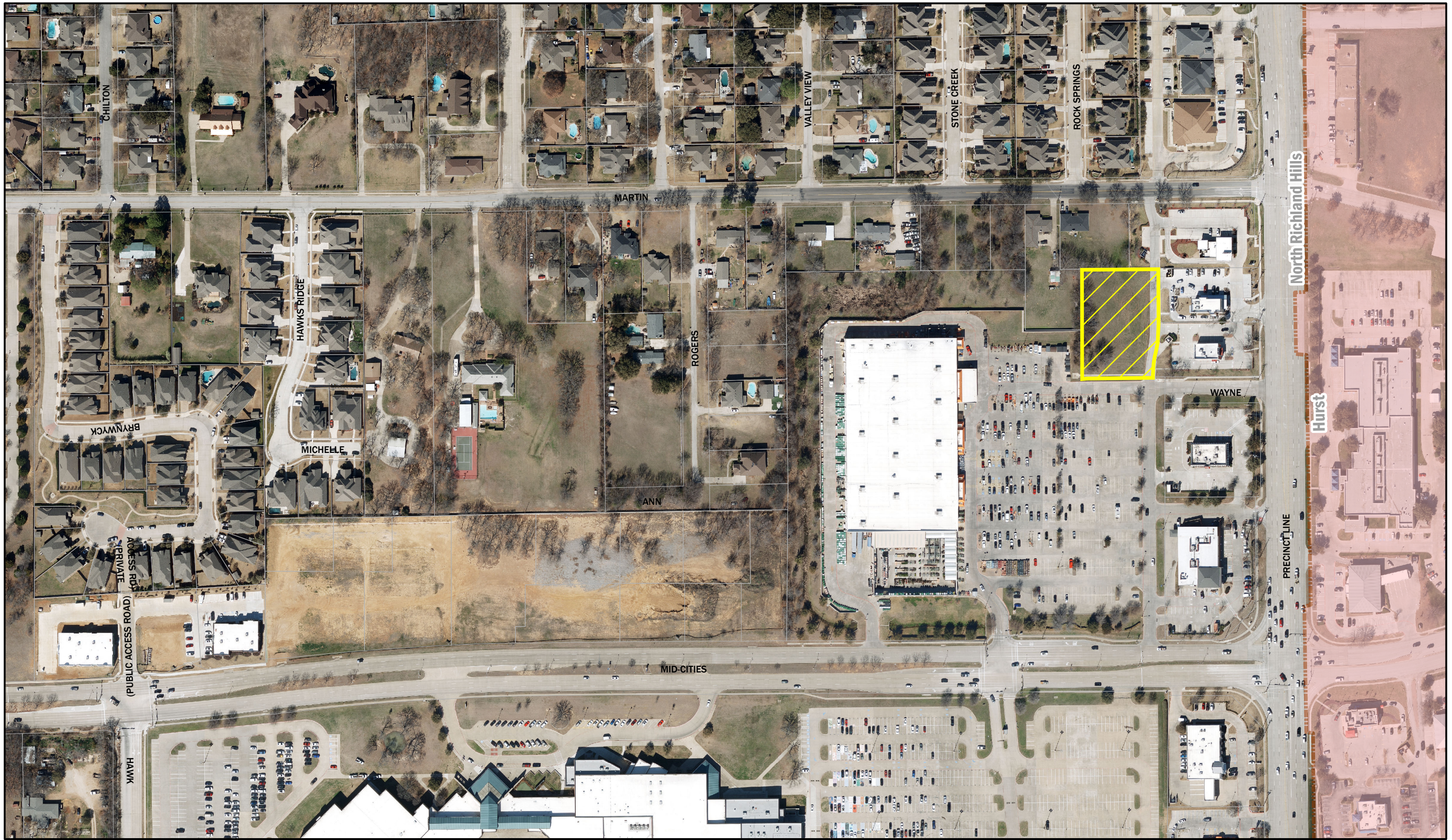
Approve Ordinance No. 3951.



Prepared by Planning & Zoning Department

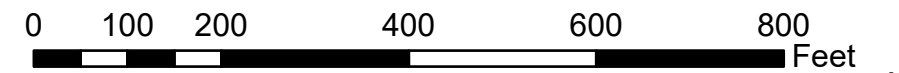
DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





Prepared by Planning & Zoning Department

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PUBLIC HEARING NOTICE

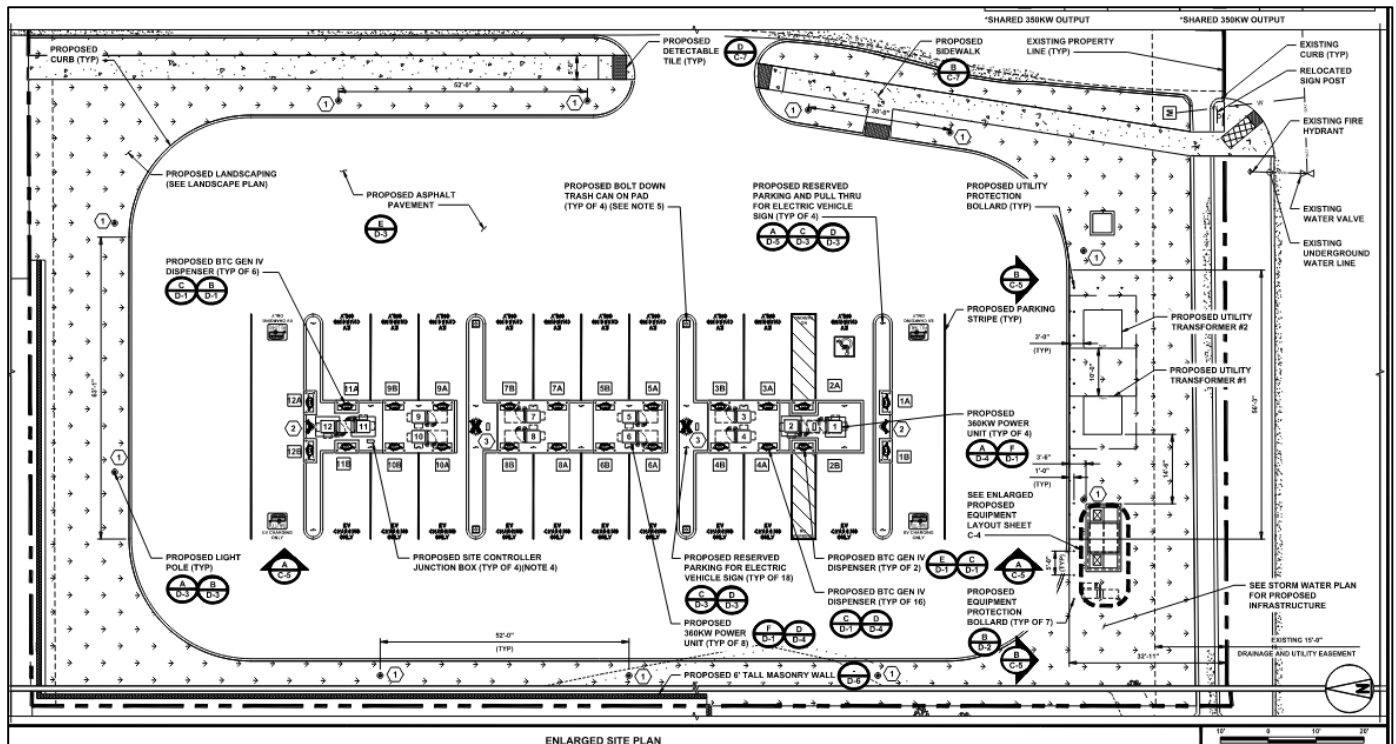
CASE: ZC25-0149

«OWNER»
«MAILING_ADDRESS»
«CITY_STATE» «ZIP»

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

APPLICANT	Electrify America LLC
LOCATION	6421 Precinct Line Road
REQUEST	Public hearing and consideration of a request from Electrify America LLC for a special use permit for an accessory non-required off-street parking lot for electric vehicle charging at 6421 Precinct Line Road, being 0.975 acres described as Lot 17R, Block 1, Thompson Park Estates.
DESCRIPTION	Proposed development of a stand-alone electric vehicle charging lot. The lot includes 24 parking spaces and associated dispensers for the charging of electric vehicles. Site is located behind Starbucks and Shipley Do-Nuts on Precinct Line Road.
PUBLIC HEARING DATES	Planning and Zoning Commission 7:00 PM Thursday, March 19, 2026 City Council 7:00 PM Monday, April 13, 2026
MEETING LOCATION	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

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



**NOTIFIED PROPERTY OWNERS
ZC25-0149**

OWNER	MAILING ADDRESS	CITY STATE	ZIP
ASSET LENDING PARTNERS LLC	4201 W CAMP WISDOM RD	DALLAS TX	75237
BIGLARI REAL ESTATE CORPORATION	19100 RIDGEWOOD PKWY STE 1200	SAN ANTONIO TX	78259
BUI, QUY	9216 MARTIN DR	NORTH RICHLAND HILLS TX	76182
HD DEVELOPMENT PROPERTIES LP	PO BOX 105842	ATLANTA GA	30348
SCF RC FUNDING IV LLC	902 CARNEGIE CTR STE 520	PRINCETON NJ	08540
SDNRH LP	WYCON DR STE 201	WACO TX	76712
TAGGART, SUSAN K	9212 MARTIN DR	NORTH RICHLAND HILLS TX	76182
TEXAS RESERVE PROPERTIES II LP	2500 MILFOIL COVE	AUSTIN TX	78704

PROPOSAL SUMMARY INFORMATION

DATE: 1/13/2026

APPLICANT: Electrify America
c/o Brian Powers
Black & Veatch
45 Eisenhower Drive, Suite 210
Paramus, NJ 07652
Telephone: 201-977-1534
Email: powersbe@bv.com

PROPERTY OWNER: Asset Lending Partners

REQUEST: Electric Vehicle Charging Facility Permit

LOCATION: 6421 Precinct Line Road, North Richland Hills, TX
76182

ZONING: C1- Commercial

PROPOSAL DESCRIPTION

Electrify America proposes to develop a flagship 24 dispenser electric vehicle ultra fast charging station at 6421 Precinct Line Road, adjacent to the Home Depot, Shipley Donuts, Starbucks and Andy's Frozen Custard.

Electrify America, a subsidiary of Volkswagen, is the best-in-class electric vehicle charging operator with over 5,000 charging ports across the country. Attached is information on Electrify America's network which is the fastest (350 kW) and most reliable (98% uptime) open network in the US.

Following are some benefits our project will bring to North Richland Hills:

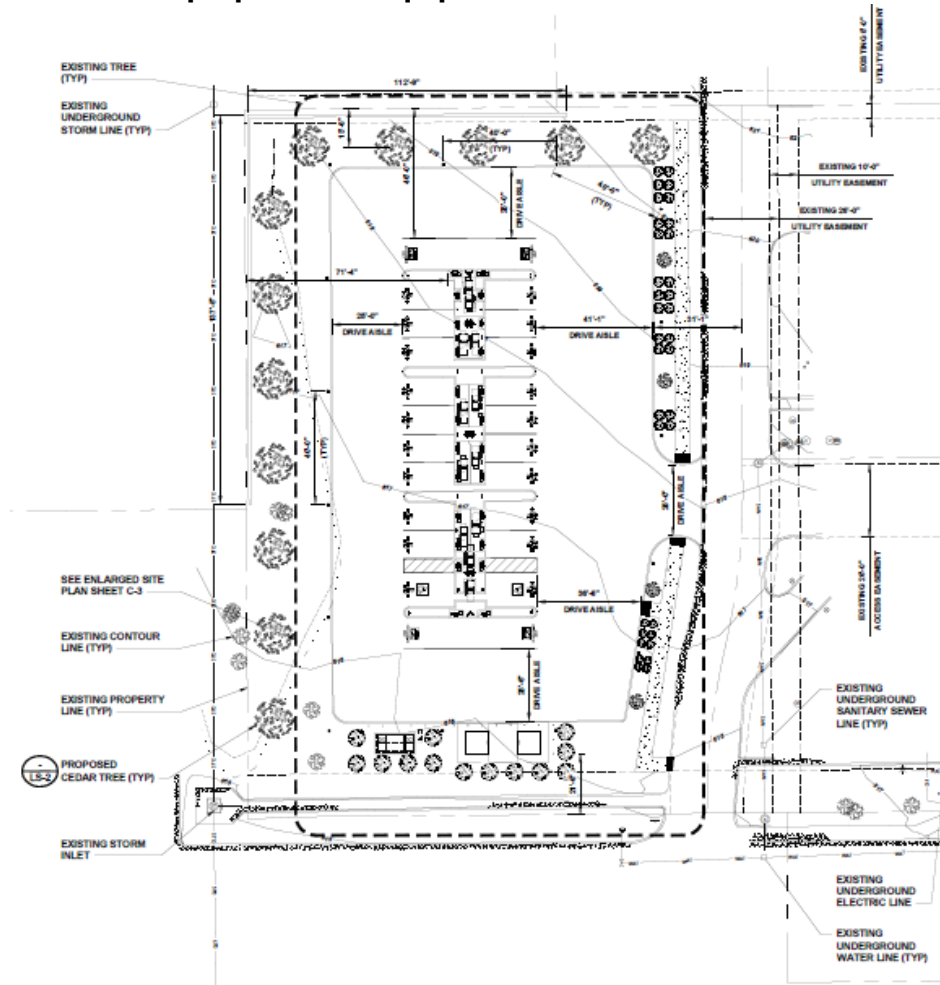
- Financial benefits include sales tax generation, real estate property tax, and personal property tax (on equipment).
- With very few EV fast chargers currently in North Richland Hills our project will capture sales tax is currently going to the surrounding areas.
- EV fast charging is an amenity to the tenants, guests, and businesses along Precinct Line Road.
- Studies from MIT and numerous other universities and organizations show EV charging stations increase sales at area retailers and restaurants.

This property is well connected to Precinct Line Road and Mid-Cities Boulevard allowing

for convenient access to serve residents, commuters and visitors to North Richland Hills.

For this project, Electrify America is looking to install this EV charging station adjacent to the northeast side of the existing Home Depot parking lot, just west of the Starbucks and Shipley Do-Nuts. The proposed development will not impact the footprint, parking, lighting, or landscaping of the adjacent sites. Also, there will be no impact to vehicle or pedestrian access, handicapped parking or truck loading and unloading facilities. The project will provide BTC Gen IV Dispensers and Signet Power Units on a new utility/conduit platform. The attached site plan shows the proposed layout and equipment dimensions, and the attached representative imagery of a flagship large format charging station. Electrify America has confirmed power availability with Oncor.

Plan for the proposed EV equipment:



Proposed Equipment Elevation:

Proposed Dispenser and Power Unit:





Build the Future, Today



20 CHARGERS
Downtown building lease,
San Francisco, CA



20 CHARGERS
Simon Property Group retail
parcel, San Diego, CA



26 CHARGERS
Santa Monica Blvd ground
lease Santa Monica, CA

Network Size & Customer Base

Attract New & Repeat Customers To Your Location

10.9 M

customer charging sessions
in North America in 2023

5,000+

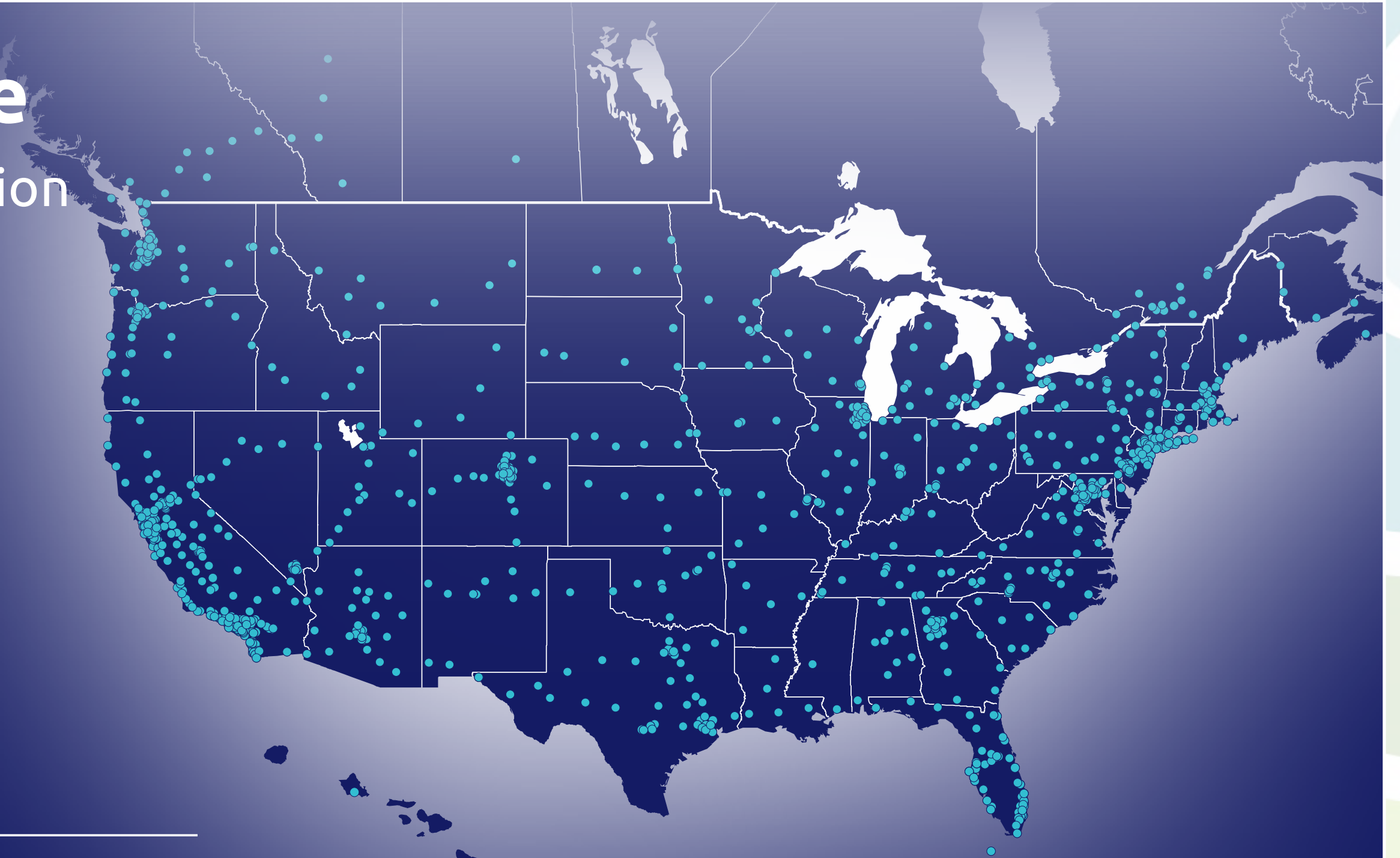
chargers today at
over **1,000+** locations

106%

charging session YoY growth*

15

global automotive companies
in charging agreements



Technology

Our Infrastructure is Unmatched



Open network;
integrate with
almost all EVs



Charging speeds
up to **350kW**



Best-in-class
App



Flexible
payment
options



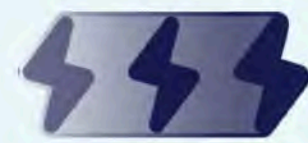
Plug & Charge
capability

A Seamless Experience Doesn't Just Happen

WE MAKE IT HAPPEN

350_{kw}

The largest installment of chargers with speeds up to 350 kW



Opened New Technology Campus With Two Labs:



The expanded **Center of Excellence** to test hardware, software, and interoperability with automakers



The new **Technology Development Lab** to enhance validation and product qualification testing



COMPLETED 45,000+ HOURS OF TESTING



Reducing Wait Times: 85% State of Charge limit pilot program and idle fees help reduce wait times by keeping chargers open for more drivers



Increasing Transparency: The Network Status page provides real-time updates on charger availability



47 STATES,
plus the District
of Columbia, and
**SEVEN
PROVINCES**



81% of EV owners are more loyal to a business with EV charging stations.¹

Committed to the Future of EV Charging

As the EV community continues to mature, we're committed to adapting and implementing solutions that meet the changing needs of EV drivers.



Speed

Leading the industry as the **largest open Hyper-Fast network**, supporting 800V architecture across North America to provide up to 350 kW for high-voltage vehicles



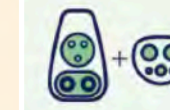
Implementation

Prioritizing **larger station formats** with 10+ chargers in key locations



Expansion

Growing our network by **30% in 2025**



Compatibility

Supporting the future of **NACS/J3400 connector**



Efficiency

170 stations with **Battery Energy Storage Systems (BESS)** to manage the demand load

More stations, more chargers, and a more seamless experience.

OUR EV CHARGING GROWTH



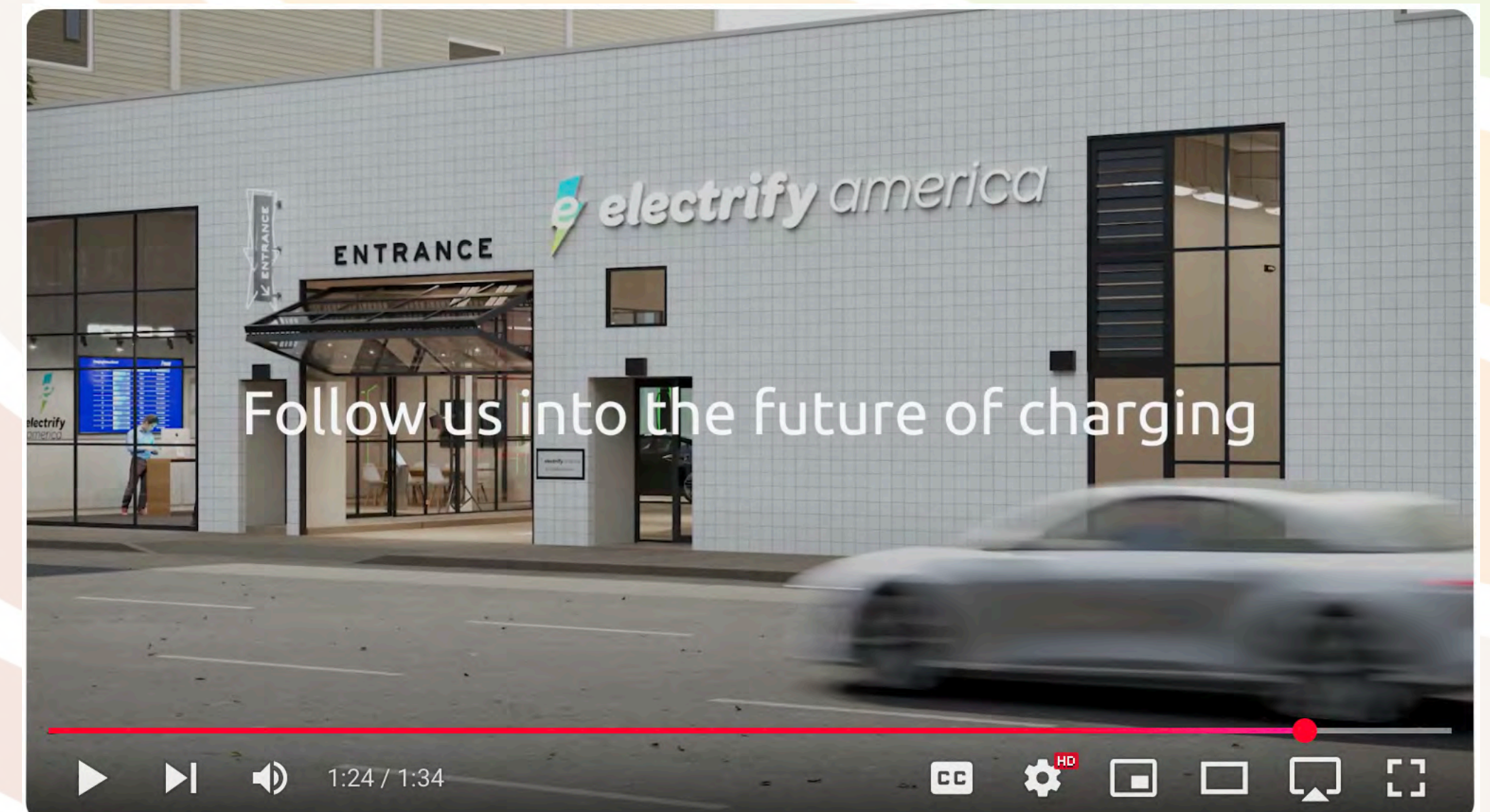
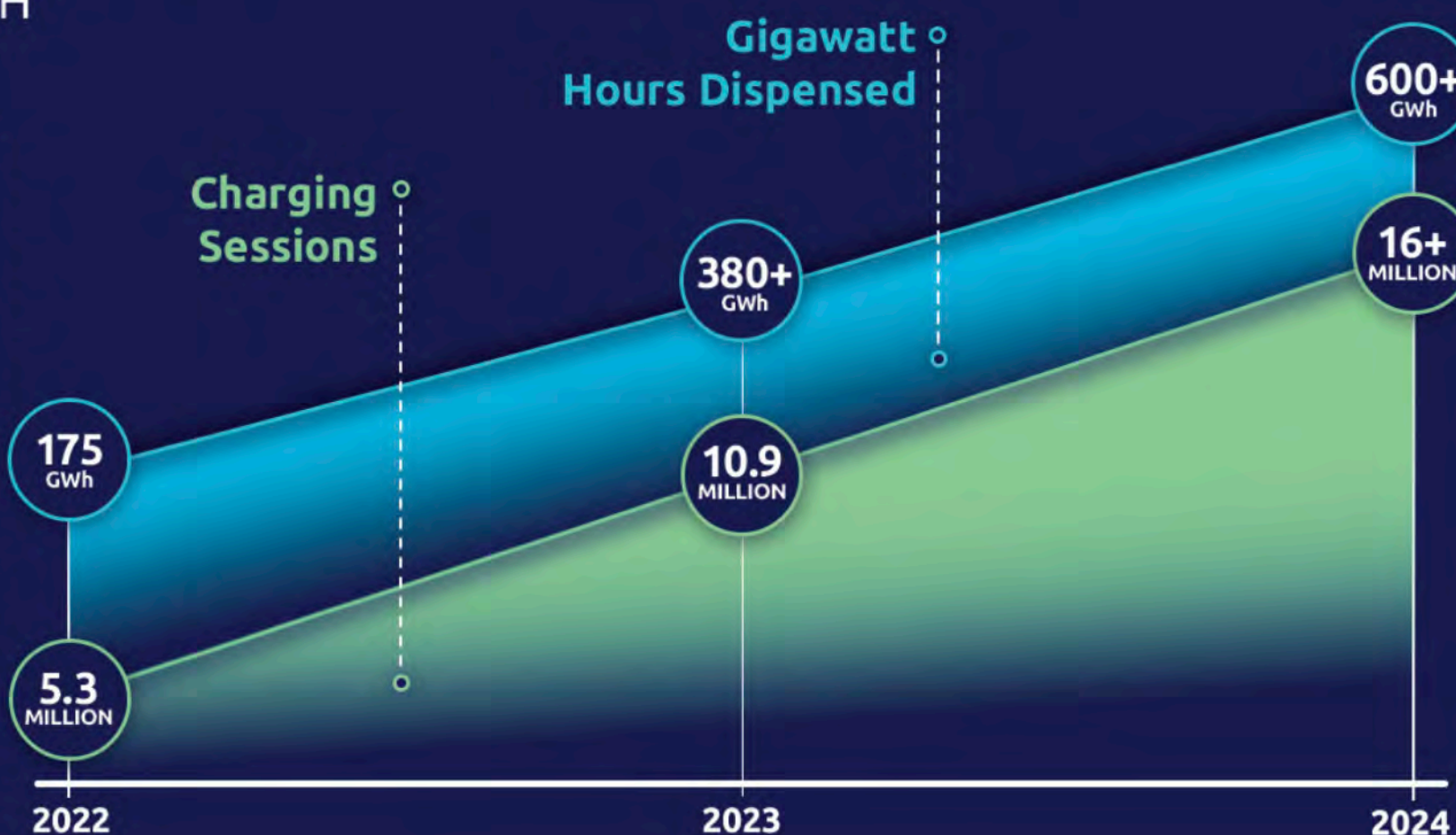
600+ GIGAWATT HOURS

65%+ increase in Gigawatt Hours (GWh) dispensed YoY



16+ MILLION

50%+ increase in charging sessions YoY



**ORDINANCE NO. 3951
ZONING CASE ZC25-0149**

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE COMPREHENSIVE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT TO ALLOW AN ACCESSORY NON-REQUIRED OFF-STREET PARKING LOT FOR ELECTRIC VEHICLE CHARGING TO BE LOCATED AT 6421 PRECINCT LINE ROAD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Zoning Ordinance of the City of North Richland Hills regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

WHEREAS, the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

WHEREAS, the owner of the property located at 6421 Precinct Line Road (the "Property") has filed an application for a special use permit for an accessory non-required off-street parking lot for electric vehicle charging; and

WHEREAS, the Planning and Zoning Commission of the City of North Richland Hills, Texas, held a public hearing on March 19, 2026, and the City Council of the City of North Richland Hills, Texas, held a public hearing on April 13, 2026, with respect to the special use permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein.

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

SECTION 1: The Zoning Ordinance of the City of North Richland Hills is hereby amended by approving a special use permit to authorize an accessory non-required off-street parking lot for electric vehicle charging on 0.975 acres of property described as Lot 17R, Block 1, Thompson Park Estates, commonly referred to as 6421 Precinct Line Road, as described and shown on **Exhibit "A,"** attached hereto and incorporated for all purposes.

SECTION 2: The City Council finds that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the special use permit in accordance with the Land Use and Development Regulations, set forth in **Exhibit "B,"** and the Site Plan Exhibits, set forth in **Exhibit "C,"** both of which are attached hereto and incorporated for all purposes.

SECTION 3: That the official map of the City of North Richland Hills is amended and the Managing Director of Development Services is directed to revise the official zoning map to reflect the approved special use permit, as set forth above.

SECTION 4: The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all other applicable and pertinent ordinances of the City of North Richland Hills.

- SECTION 5:** This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.
- SECTION 6:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.
- SECTION 7:** Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.
- SECTION 8:** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.
- SECTION 9:** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.
- SECTION 10:** This Ordinance shall be in full force and effect upon publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Cori Reaume, Director of Planning

Exhibit A – Property Description – Ordinance No. 3951 – Page 1 of 1

Special Use Permit Case ZC25-0149
Lot 17R, Block 1, Thompson Park Estates
6421 Precinct Line Road, North Richland Hills, Texas

BEING Lot 17R, Block 1, Thompson Park Estates, an addition in Tarrant County, Texas, according to the map or plat thereof recorded in Document Number D215041220, Plat Records, Tarrant County, Texas.

Exhibit B – Land Use and Development Regulations – Ordinance No. 3951 Page 1 of 1

Special Use Permit Case ZC25-0149
Lot 17R, Block 1, Thompson Park Estates
6421 Precinct Line Road, North Richland Hills, Texas

This Special Use Permit (SUP) must adhere to all the conditions of the North Richland Hills Code of Ordinances, as amended, and the base zoning district of C-1 (Commercial). The following regulations shall be specific to this special use permit. Where these regulations conflict with or overlap another ordinance, easement, covenant, or deed restriction, the more stringent restriction shall prevail.

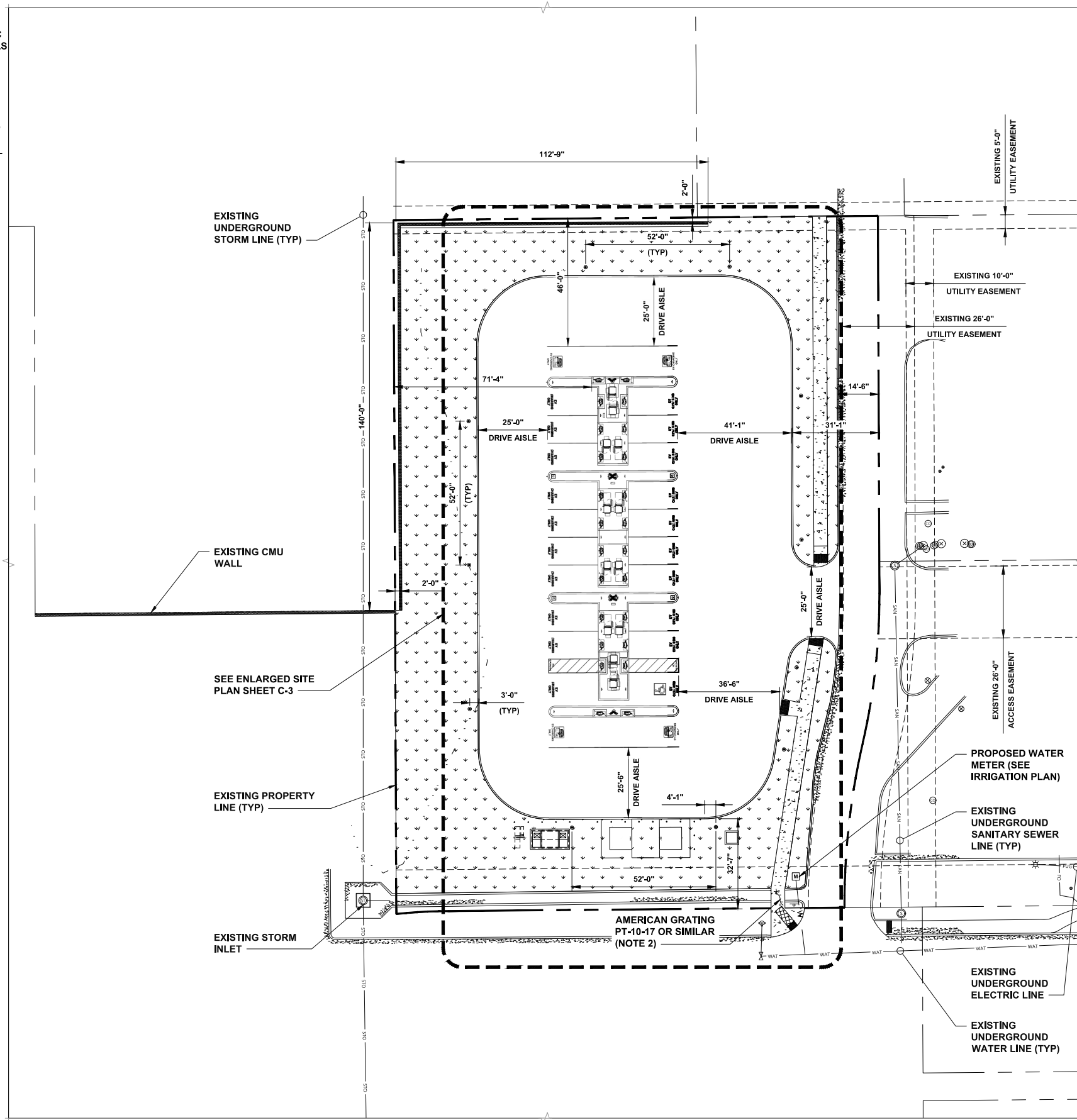
- A. *Permitted land uses.* A special use permit is authorized for an accessory non-required off-street parking lot for electric vehicle charging on the property.
- B. *Site development standards.* Development of the property shall comply with the development standards of the C-1 (Commercial) zoning district and the standards described below.
 - 1. The site and landscape improvements must be constructed as shown on the site plan attached as Exhibit "C."
- C. *Expiration.* The special use permit will expire three (3) years from the effective date of this ordinance. If the electric vehicle charging lot is still in operation at the time of expiration, the business shall be considered a legal non-conforming use and may continue operation subject to the standards described in Section 118-153 of the zoning ordinance.
- D. *Amendments to Approved Special Use Permits.* An amendment or revision to the special use permit will be processed in the same manner as the original approval. The application for an amendment or revision must include all land described in the original ordinance that approved the special use permit.
- E. *Administrative Approval of Site Plans.* The development is subject to final approval of a site plan package. Site plans that comply with all development-related ordinances, and this Ordinance may be administratively approved by the Development Review Committee.

The city manager or designee may approve minor amendments or revisions to the standards provided the amendment or revisions does not significantly:

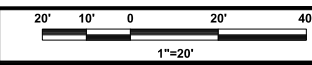
- 1. Alter the basic relationship of the proposed uses to adjacent uses;
- 2. Change the uses approved;
- 3. Increase approved densities, height, site coverage, or floor areas;
- 4. Decrease on-site parking requirements;
- 5. Reduce minimum yards or setbacks; or
- 6. Change traffic patterns.

NOTES

1. NORTH RICHLAND HILLS PUBLIC WORKS CONSTRUCTION DETAILS TO BE USED FOR PROPOSED CURB RAMPS AND DRIVEWAY. SEE FIGURES 10P-1 THROUGH 12P.
2. CROSSING OVER EXISTING STORM DRAINAGE CHANNEL TO BE ADA COMPLIANT. MAINTAIN 4" MINIMUM BETWEEN CHANNEL GRADE AND BASE OF GRATING.



OVERALL SITE PLAN



ELECTRIFY AMERICA, LLC.
1950 OPPORTUNITY WAY
SUITE 1500
RESTON, VA 20190

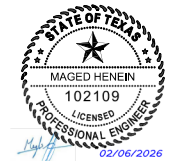


BLACK & VEATCH

11401 LAMAR AVENUE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	411370
DRAWN BY:	GJS
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
0	02/06/26	ISSUED FOR CONSTRUCTION



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TX219019 NORTH RICHLAND HILLS
COMMON GROUND
6421 PRECINCT LINE ROAD
NORTH RICHLAND HILLS, TX 76182

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

NOTES

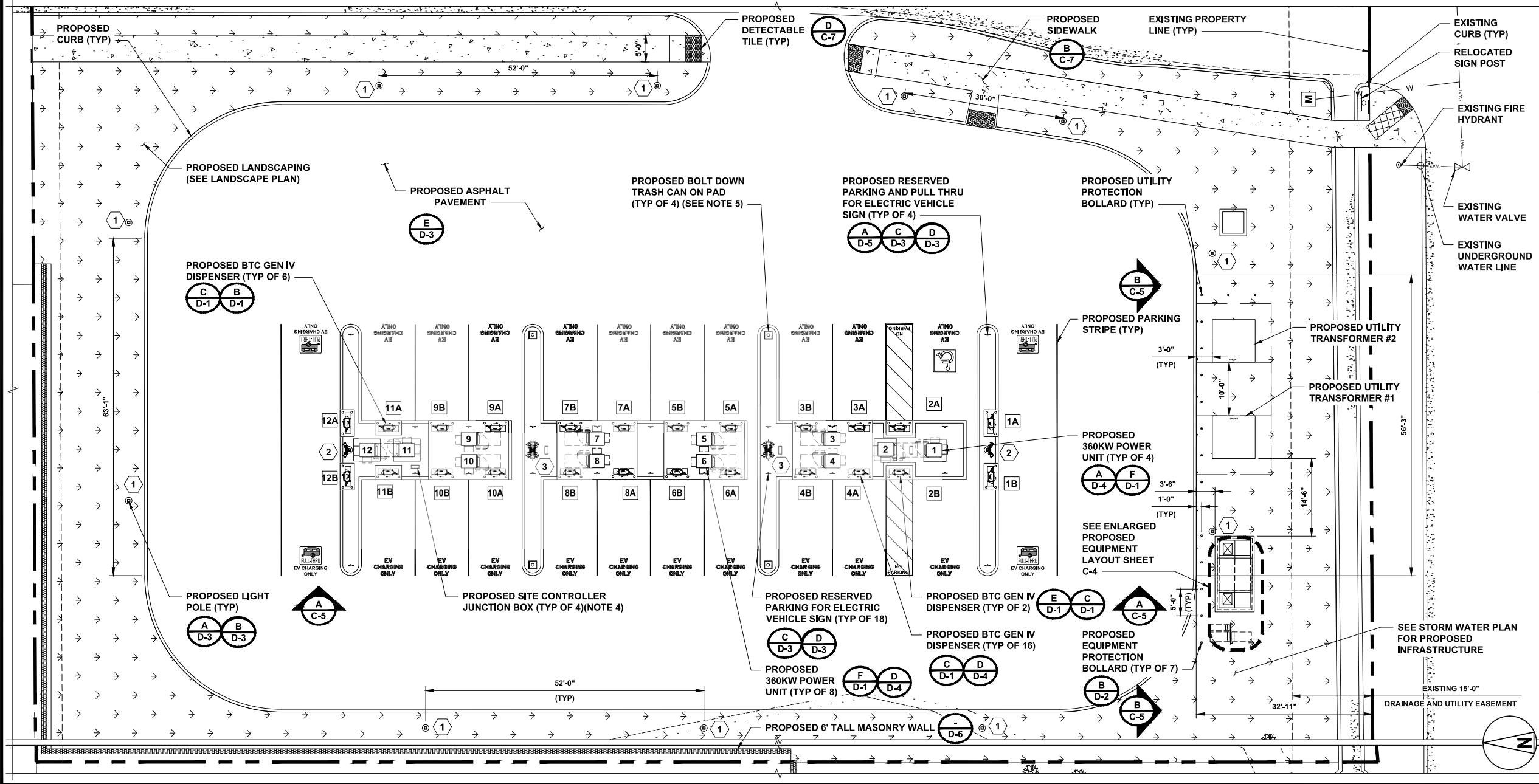
- SOD PLANTED IN THE FALL MUST ESTABLISH ITS ROOTS BEFORE THE FIRST WINTER FROST. DETERMINE WHEN THE FIRST FROST USUALLY OCCURS, AND PLANT THE SOD NO LATER THAN ONE MONTH BEFORE THE FIRST FROST. IF THE CONSTRUCTION IS FINISHED LATER THAN ONE MONTH BEFORE THE FIRST FROST, USE STRAW UNTIL SOD CAN BE INSTALLED.
- THE CONTRACTOR SHALL RETURN SIDEWALKS, LANDSCAPING, PLANTERS, IRRIGATION SYSTEMS, AND ANY OTHER FACILITIES DISTURBED BY THE WORK TO THE SAME OR BETTER CONDITION THAN EXISTED PRIOR TO THE COMMENCEMENT OF THE WORK.
- PROPOSED ACCESSIBLE STALL AND ACCESS AISLE SHALL NOT EXCEED 2% MAX SLOPE IN ANY DIRECTION. ACCESS AISLE SHALL BE PAINTED WHITE WITH HATCH LINES SPACED A MAXIMUM OF 36" (INCHES). PROPOSED ACCESSIBLE ROUTE NOT TO EXCEED 5% MAX RUNNING SLOPE AND 2% MAX CROSS SLOPE. PAINTED LETTERING SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT.
- PROPOSED JUNCTION BOX TO BE MINIMUM TIER 8 RATED WHEN IN LANDSCAPING OR TIER 22 RATED WHEN INSTALLED IN PAVEMENT. CONTRACTOR TO SIZE TO MEET LOCAL CODE.
- CONTRACTOR TO PROCURE BLACK MIN 30 GAL CAPACITY TRASH CAN WITH RAIN LID AND THE ABILITY TO BE BOLTED DOWN. SUGGESTED TRASH CAN: GLOBAL INDUSTRIAL MODEL #WB261944BK OR EQUIVALENT. MOUNT TO SURFACE COMPATIBLE WITH MANUFACTURER RECOMMENDATION.

PROJECT AREA STALL COUNT	
EXISTING STALL COUNT	-
PROPOSED STALL COUNT	24
HOST APPROVED STALL COUNT	24

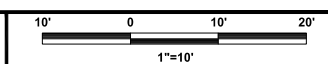
LIGHT POLE SCHEDULE			
SYMBOL	TYPE	QUANTITY	ORDER #
①	SINGLE HEAD NO CAMERAS	11	SEE DETAIL
②	SINGLE HEAD W/ CAMERAS	2	SEE DETAIL
③	DUAL HEAD W/ CAMERAS	2	SEE DETAIL

PROPOSED DISPENSER			PROPOSED DISPENSER		
DISPENSER NUMBER	350 KW	CONNECTOR TYPE	DISPENSER NUMBER	350 KW	CONNECTOR TYPE
1A	1*	CCS	7A	1*	CCS
1B	1*	CCS	7B	1*	CCS
2A	1*	CCS	8A	1*	CCS
2B	1*	CCS	8B	1*	CCS
3A	1*	CCS	9A	1*	CCS
3B	1*	CCS	9B	1*	CCS
4A	1*	CCS	10A	1*	CCS
4B	1*	CCS	10B	1*	CCS
5A	1*	CCS	11A	1*	CCS
5B	1*	CCS	11B	1*	CCS
6A	1*	CCS	12A	1*	CCS
6B	1*	CCS	12B	1*	CCS

*SHARED 350KW OUTPUT



ENLARGED SITE PLAN



ELECTRIFY AMERICA, LLC.
1950 OPPORTUNITY WAY
SUITE 1500
RESTON, VA 20190

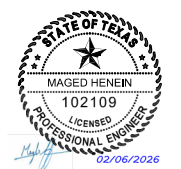


BLACK & VEATCH

11401 LAMAR AVENUE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	411370
DRAWN BY:	GJS
CHECKED BY:	NMB

REV	DATE	DESCRIPTION
0	02/06/26	ISSUED FOR CONSTRUCTION



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TX219019 NORTH RICHLAND HILLS
COMMON GROUND
6421 PRECINCT LINE ROAD
NORTH RICHLAND HILLS, TX 76182

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-3



ELECTRIFY AMERICA, LLC.
1950 OPPORTUNITY WAY
SUITE 1500
RESTON, VA 20190



BLACK & VEATCH

11401 LAMAR AVENUE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO: 411370
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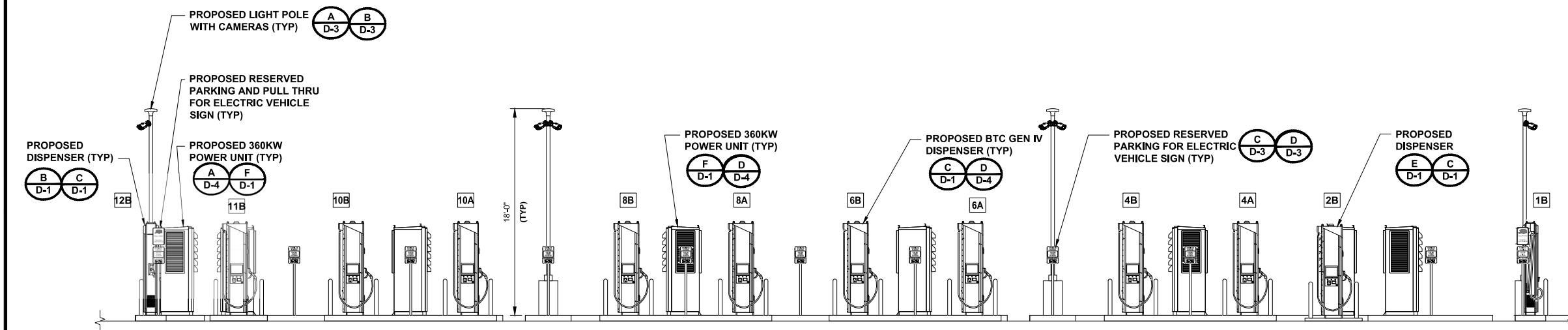


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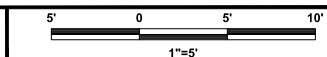
TX219019 NORTH RICHLAND HILLS
COMMON GROUND
6421 PRECINCT LINE ROAD
NORTH RICHLAND HILLS, TX 76182

SHEET TITLE
SITE ELEVATIONS

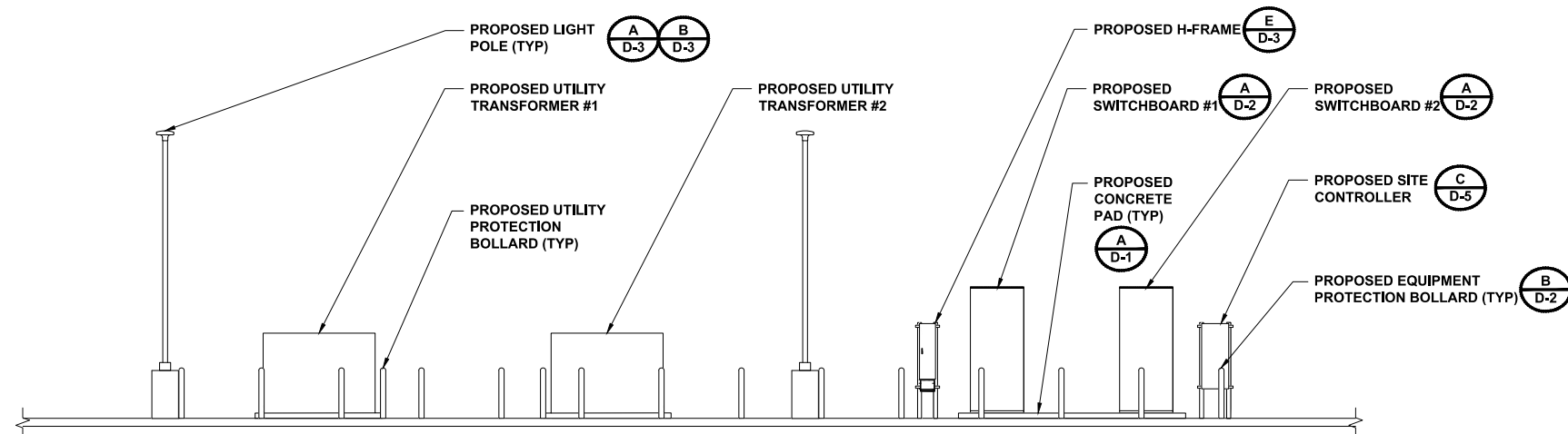
SHEET NUMBER
C-5



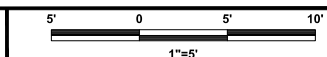
SITE ELEVATION



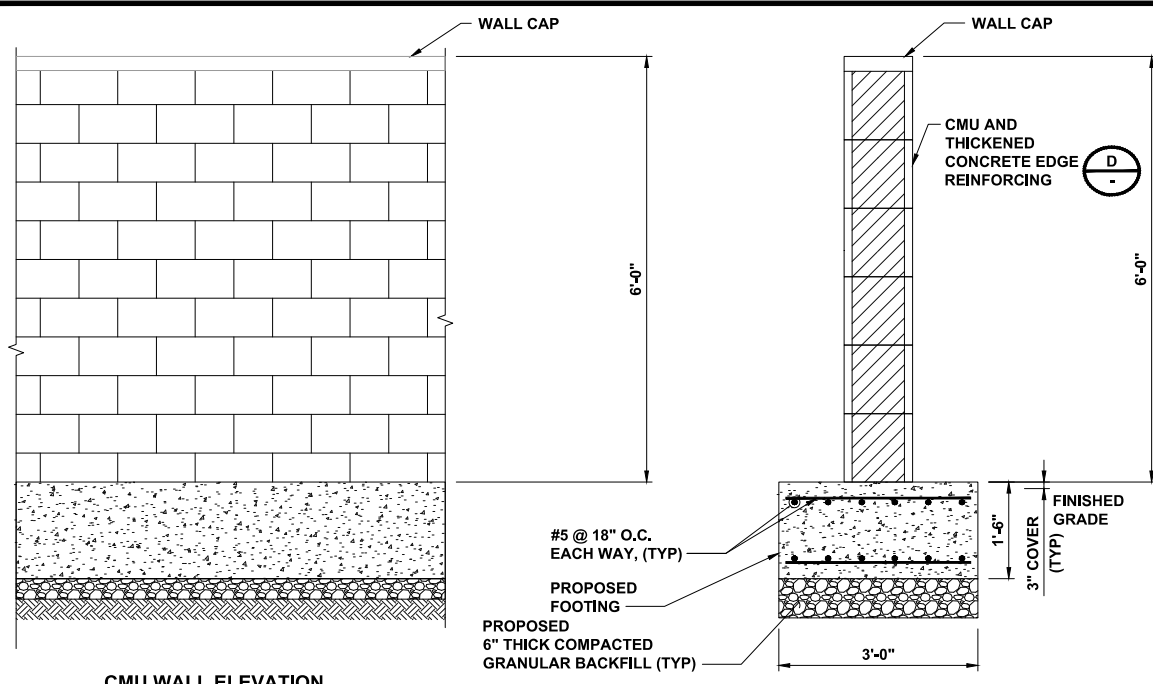
A



SITE ELEVATION

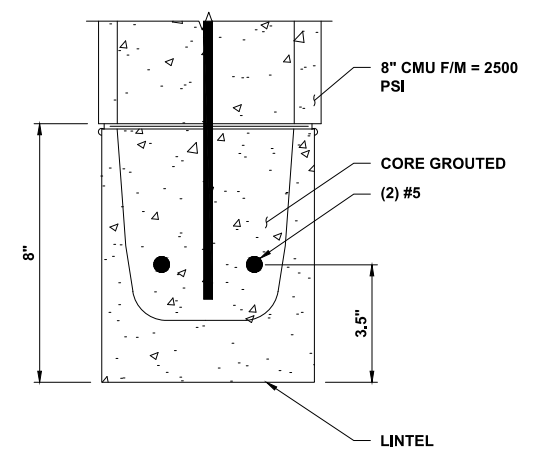


B



CMU WALL ELEVATION

TYPICAL CMU WALL SECTION



LINTEL DETAIL OF CMU WALL

- NOTE**
1. STEEL AND FASTENERS TO BE HOT DIPPED GALVANIZED.
 2. CMU BLOCK TO HAVE SPLIT-FACE FINISH WITH INTEGRAL COLOR.
 3. CONTRACTOR TO MATCH BLOCKS AND FACADE COLOR TO EXISTING WALL ON SOUTHWEST OF PROPERTY.
 4. CONTRACTOR TO REMOVE 1 BLOCK AT THE BASE APPROXIMATELY EVERY 20 FEET TO ALLOW FOR WATER FLOW.



ELECTRIFY AMERICA, LLC.
1950 OPPORTUNITY WAY
SUITE 1500
RESTON, VA 20190

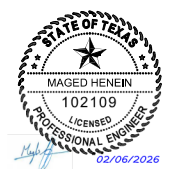


BLACK & VEATCH

11401 LAMAR AVENUE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	411370
DRAWN BY:	GJS
CHECKED BY:	NMB

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TX219019 NORTH RICHLAND HILLS
COMMON GROUND
6421 PRECINCT LINE ROAD
NORTH RICHLAND HILLS, TX 76182

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
D-6

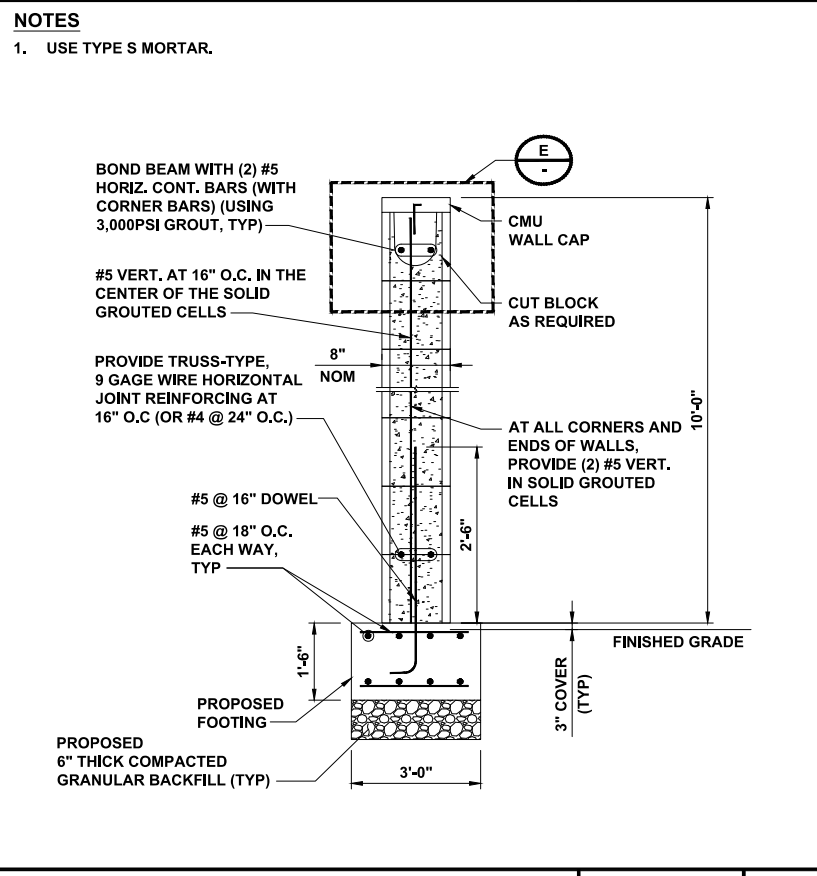
TYPICAL CMU WALL DETAIL

NO SCALE

A

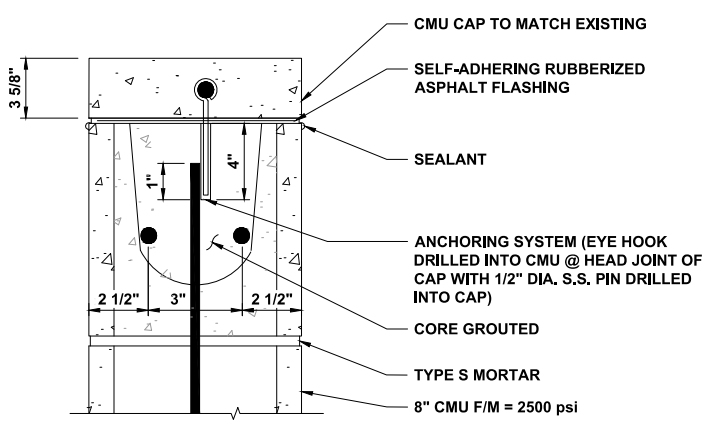
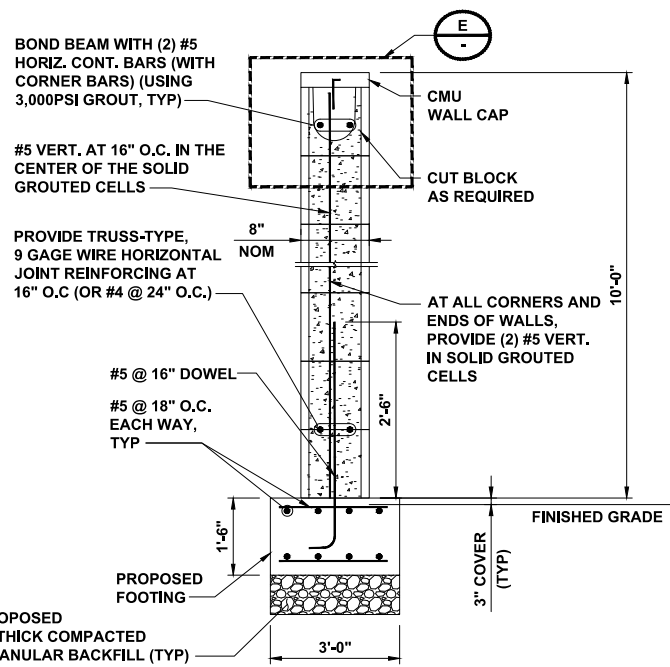
NO SCALE

B



NOTES

1. USE TYPE S MORTAR.



DETAIL NOT USED

NO SCALE

C

CMU WALL REINFORCEMENT DETAIL

NO SCALE

D

CMU WALL PRECAST CAP DETAIL

NO SCALE

E



ELECTRIFY AMERICA, LLC.
1950 OPPORTUNITY WAY
SUITE 1500
RESTON, VA 20190

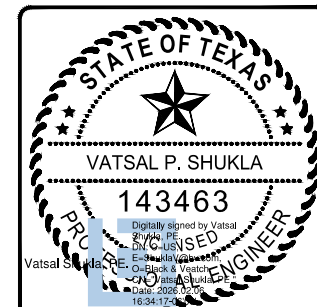


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OVERLAND PARK, KS 66211
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PROJECT NO: 411370
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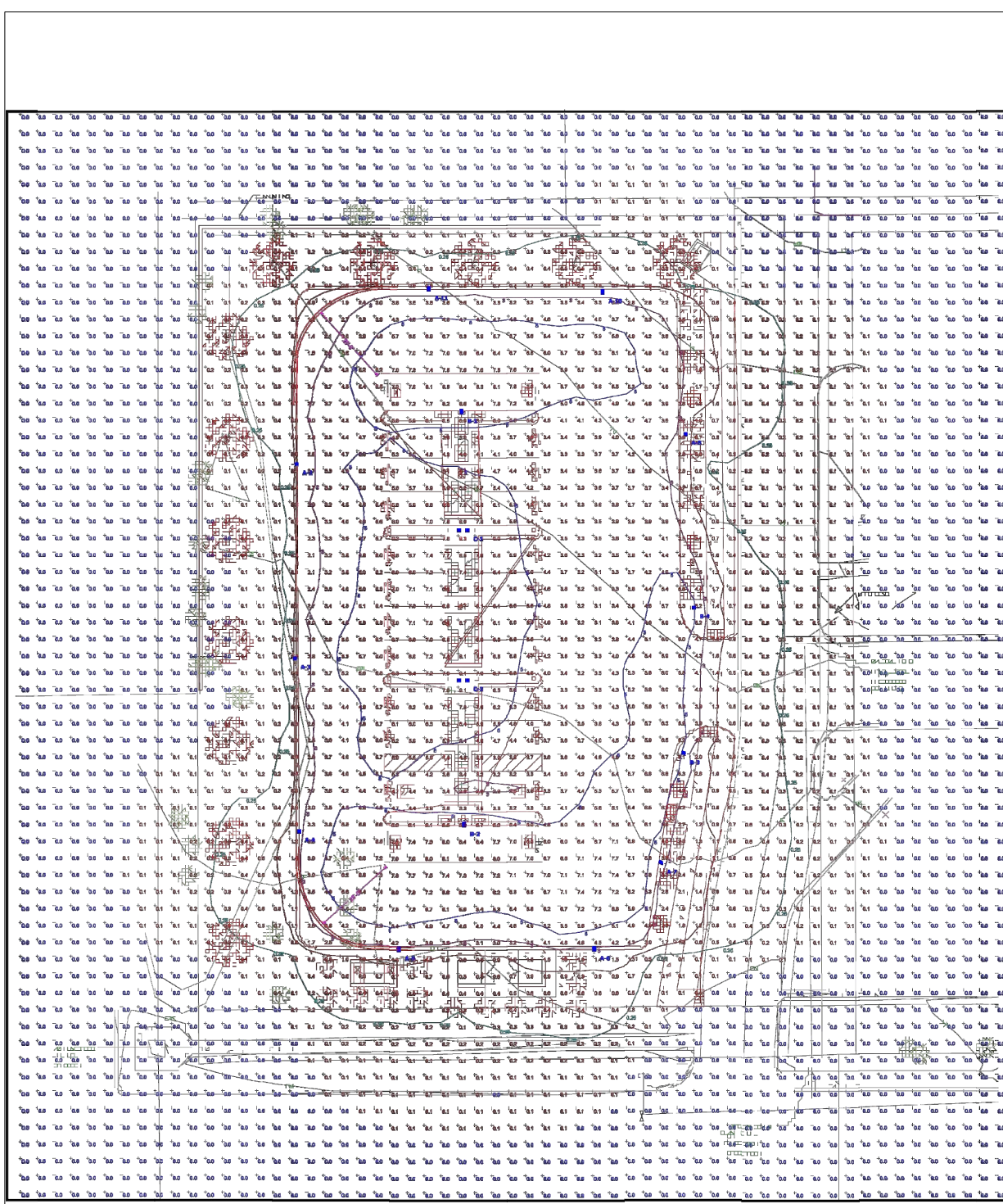


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TX219019 NORTH RICHLAND HILLS
COMMON GROUND
6421 PRECINCT LINE ROAD
NORTH RICHLAND HILLS, TX 76182

SHEET TITLE
PHOTOMETRIC ANALYSIS

SHEET NUMBER
PM-1



- NOTES**
1. ABSOLUTE 0 FC AMBIENT LIGHTING USED IN PHOTOMETRIC ANALYSIS.
 2. EXISTING LIGHTING HAS NOT BEEN MODIFIED.
 3. PHOTOMETRIC CALCS ARE SHOWN IN A 5'X5' POINT GRID IN CARDINAL DIRECTIONS.
 4. PROPOSED LIGHT FIXTURES ARE AT 18' MOUNTING HEIGHT.
 5. PROPOSED LIGHT FIXTURES ARE FULL CUTOFF.
 6. ADJACENT RESIDENTIAL PROPERTIES ARE SHIELDED VIA THE PROPOSED 6' HIGH CMU WALL.
 7. EXTERIOR LIGHTING SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF NORTH RICHLAND HILLS ORDINANCES SECTION 118-728 AFTER INSTALLATION.

D-Series Size 1 LED Area Luminaire

Specifications:

- Color Temperature: 5000K
- Color Rendering Index: 80
- Beam Spread: 120°
- Mounting Height: 18'

Ordering Information:

Series	LED	Color Temperature	Color Rendering Index	Beam Spread	Mounting Height	Notes
P2	P2	5000K	80CRI	120°	18'	Full Cutoff
P2	P2	5000K	80CRI	120°	18'	Backlight Control

Shipped installed:

- DSX1 LED P2 50K 80CRI BLC3
- DSX1 LED P2 50K 80CRI T3LG

Schedule

Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Lumens per Lamp	Distribution
□	A	9	Lithonia Lighting	DSX1 LED P2 50K 80CRI BLC3	D-Series Size 1 Area Luminaire P2 Performance Package 5000K CCT 80 CRI Type 3 Extreme Backlight Control	6548	TYPE III, SHORT, BUG RATING: B0 - U0 - G2
□	B	4	Lithonia Lighting	DSX1 LED P2 50K 80CRI T3LG	D-Series Size 1 Area Luminaire P2 Performance Package 5000K CCT 80 CRI Type 3 Low G Rating	8041	TYPE III, SHORT, BUG RATING: B1 - U0 - G2
□	C	2	Lithonia Lighting	DSX1 LED P2 50K 80CRI T3LG	D-Series Size 1 Area Luminaire P2 Performance Package 5000K CCT 80 CRI Type 3 Low G Rating	8041	TYPE III, SHORT, BUG RATING: B1 - U0 - G2

Statistics

Description	Avg	Max	Min	Max/Min	Avg/Min
Proposed Lighting	5.2 fc	9.6 fc	1.8 fc	5.3:1	2.9:1

NOTES

SCOPE OF WORK NOTES

- CONTRACTOR SHALL COMPLY WITH THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO COMPLETE SCOPE OF WORK AS INDICATED IN THE CONSTRUCTION DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS, APPROVALS, AND INSPECTIONS RELATED TO SCOPE OF WORK.
- ALL WORK SHALL BE EXECUTED IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS, AND SHALL COMPLY WITH PREVAILING ACCESSIBILITY REQUIREMENTS.
- CONTRACTOR TO VERIFY EXISTING CONDITIONS AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN DOCUMENTS AND ACTUAL SITE CONDITIONS PRIOR TO CONSTRUCTION. DO NOT PROCEED WITH ANY PORTION OF WORK AS INDICATED IN DOCUMENTS IF OBSTRUCTIONS, DISCREPANCIES, OR UNKNOWN CONDITIONS ARE ENCOUNTERED.
- THE CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LINES PRIOR TO PLANTING, DIGGING, OR CONSTRUCTION.
- LIMITS OF WORK INDICATED ON THE DRAWINGS ARE GENERAL IN NATURE AND ARE INTENDED TO DEFINE THE GENERAL VICINITY IN WHICH THE SCOPE OF WORK EXISTS. ACTUAL LIMITS OF WORK SHALL INCLUDE ALL AREAS NECESSARY TO COMPLETE SCOPE OF DESIGN INTENT AND REESTABLISH ALL DISTURBED AREAS.
- UNLESS OTHERWISE NOTED, ALL EXISTING TREES SHALL BE PROTECTED.

SOIL PREPARATION AND TOPSOIL NOTES

- GENERAL CONTRACTOR TO PERFORM A SOIL TEST PRIOR TO LANDSCAPE WORK COMMENCING AND SHALL PROVIDE THE PROJECT LANDSCAPE ARCHITECT WITH THE RESULTS. REFERENCE THE SPECIFICATIONS FOR DETAILED REQUIREMENTS.
- GENERAL CONTRACTOR SHALL ESTABLISH A TOPSOIL MANAGEMENT PLAN/OPERATION THROUGHOUT THE CONSTRUCTION PROCESS. ON-SITE EXCESS EXCAVATIONS AND UTILITY SPOILS THAT ARE FREE OF ROCKS LARGER THAN 3/4", TRASH, DEBRIS, ROOTS, OR OTHER DELETERIOUS MATTER MAY BE USED AS GENERAL EARTH FILL BUT SHALL NOT BE USED AS TOPSOIL.
- GENERAL CONTRACTOR TO BRING ALL FUTURE PLANTING BED AREAS TO NINE (9) INCHES BELOW FINAL GRADE. ALL AREAS TO RECEIVE TURF GRASS SHALL BE BROUGHT TO SIX (6) INCHES BELOW FINAL GRADE. GENERAL CONTRACTOR TO INSTALL AND/OR COORDINATE THE INSTALLATION OF REQUIRED FERTILE TOPSOIL PER THE TOPSOIL MANAGEMENT PLAN, SOIL TEST RESULTS, AND THESE SPECIFICATIONS AND DETAILS, AND COORDINATE THE TIMING OF ROUGH GRADING, FINE GRADING, AND THE INSTALLATION OF IRRIGATION AND LANDSCAPE IMPROVEMENTS.
- THE CONTRACTOR'S BID SHALL INCLUDE ALL NECESSARY TOPSOIL (IMPORT MAY BE REQUIRED) TO BACKFILL ALL DISTURBED AREAS.
- AFTER SCARIFICATION OF THE SOIL, FIVE (5) INCHES OF FERTILE TOPSOIL SHALL BE USED TO BRING DISTURBED, FUTURE SOD TURF AREAS TO ONE (1) INCH BELOW FINAL GRADE.
- FOR FUTURE PLANTING BED PREPARATION, TILL SOIL AN ADDITIONAL SIX (6) INCHES (FIFTEEN (15) INCHES TOTAL DEPTH BELOW FINAL GRADE), APPLY FERTILIZER PER SOIL TEST RESULTS AND MANUFACTURER'S RECOMMENDATIONS, THEN ADD SIX (6) INCHES OF COMPOST AND TILL INTO A DEPTH OF TWELVE (12) INCHES (SETTLED THICKNESS), BRINGING THE TOP OF BED TO THREE (3) INCHES BELOW FINAL GRADE.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. PROVIDE UNIFORM ROUNDING AT THE TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE.

JOB CONDITION NOTES

- GENERAL CONTRACTOR TO COMPLETE WORK PRIOR TO LANDSCAPE CONTRACTOR COMMENCING WORK.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE IRRIGATED WITH A PERMANENT BELOW-GROUND, AUTOMATIC IRRIGATION SYSTEM THAT IS DESIGNED BY A LICENSED IRRIGATOR.
 - ALL IRRIGATION SYSTEMS SHALL BE INSTALLED WITH RAIN AND FROST SENSORS AND SHALL MEET ALL APPLICABLE STATE AND LOCAL REGULATIONS.
 - ALL AREAS OTHER THAN TURF SHALL BE IRRIGATED USING NETAFIN™ OR APPROVED EQUAL SUBTERRANEAN DRIP. DRIP IRRIGATION IS REQUIRED FOR ALL TURF AREAS NARROWER THAN 48" IN WIDTH.
 - ANY EXISTING IRRIGATION SYSTEMS UTILIZED FOR THE WATERING OF NEWLY INSTALLED LANDSCAPING ARE TO BE INSPECTED FOR FUNCTIONALITY AND REPAIRED AS NECESSARY. CONTRACTOR TO ENSURE THAT THE EXISTING SYSTEM HAS ADEQUATE CAPACITY.
 - IRRIGATION SYSTEM TO BE INSTALLED PRIOR TO PLANTING INSTALLATION. LOCATE, PROTECT, AND MAINTAIN THE IRRIGATION SYSTEM DURING PLANTING OPERATIONS.

SUBMITTALS AND QUALITY ASSURANCE NOTES

- THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES TO THE LANDSCAPE ARCHITECT AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES. REFERENCE THE SPECIFICATIONS FOR DETAILED REQUIREMENTS.
- DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS WITHOUT WRITTEN CONSENT FROM THE LANDSCAPE ARCHITECT.
- OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL PRIOR TO INSTALLATION.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED TO THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
- CONTRACTOR TO PROVIDE A MINIMUM OF TWO (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK.
- PROVIDE MINIMUM 5% SLOPES AWAY FROM ALL STRUCTURES AND ENSURE POSITIVE DRAINAGE IS ACHIEVED THROUGHOUT.

GENERAL LANDSCAPE NOTES

- ALL NEW PLANT MATERIAL SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN, INC., SHALL BE OF SPECIMEN QUALITY, AND SHALL MEET THE MINIMUM REQUIREMENTS AS STATED IN THE PLANT SCHEDULE AND SPECIFICATIONS.
- QUANTITIES ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY AND ARE NOT GUARANTEED TO BE ACCURATE. QUANTITIES SHOWN ON THE PLAN (INDIVIDUAL SYMBOLS) SHALL TAKE PRECEDENCE OVER LISTED QUANTITIES.
- THE GENERAL CONTRACTOR SHALL SUPPLY ALL NEW PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTINGS SHOWN IN THE DRAWINGS.
- TAKE ALL PRECAUTIONS CUSTOMARY IN GOOD TRADE PRACTICE IN PREPARING PLANTS FOR MOVING AND IN PROPER CARE ONCE DELIVERED TO THE PROJECT SITE.
- STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR.
- SPACE PLANTINGS IN ACCORDANCE WITH THE INDICATED DIMENSIONS. MINIMALLY ADJUST SPACING AS NECESSARY TO EVENLY FILL PLANTING BEDS WITH INDICATED QUANTITY OF PLANTS. PLANT SHRUBS TO WITHIN EIGHTEEN (18) INCHES OF TREE TRUNKS, AS SHOWN AND/OR AS NECESSARY.
- ALL NON-DIMENSIONED PLANT SYMBOLS, EDGING, AND BED LINES SHALL BE SCALED FROM DRAWINGS. CURVILINEAR BED LINES ARE TO BE SMOOTH AND CONTINUOUS PER PLAN, WITHOUT ABRUPT CHANGES IN DIRECTION.
- PAINT OR STRING ALL EDGING AND BED LINE LOCATIONS ON FINAL GRADE AND STAKE THE LOCATION OF ALL PROPOSED TREES FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF PLANTING.

- PLACE PLANTINGS UPRIGHT AND PLUMB IN THE CENTER OF HOLES AND ORIENT FOR BEST APPEARANCE. PLANTS TO BE PERFECTLY UPRIGHT, REGARDLESS OF SURROUNDING GRADE; SEE DETAILS FOR PLANTING ON SLOPES.
- STAKE TREES AND LARGE SHRUBS AS SITE CONDITIONS REQUIRE. POSITION STAKES TO SECURE TREES AGAINST SEASONAL PREVAILING WINDS AND GRADE CHANGE (TWO STAKES UPWIND/UPHILL).
- NO TREES OR SHRUBS SHALL BE PLANTED BEFORE ACCEPTANCE OF FINE GRADING. TREE SHALL BEAR SAME RELATIONSHIP TO FINAL GRADE AS THEY BORE TO PREVIOUS GRADE.
- SEE SPECIFICATIONS AND DETAILS FOR PLANTING BED PREPARATION AND MULCHING REQUIREMENTS.
- SEE SPECIFICATIONS AND DETAILS FOR TREE PIT DIMENSIONS AND BACKFILL REQUIREMENTS.
- ALL PLANT VARIETIES MUST COME FROM A SINGLE SOURCE FOR MAINTAINING A CONSISTENT APPEARANCE.
- ALL NEW PLANTS SHALL BE CONTAINER-GROWN, UNLESS OTHERWISE NOTED IN THE PLANT SCHEDULE. MATERIAL MUST HAVE A WELL-ESTABLISHED ROOT SYSTEM THAT REACHES THE SIDES OF THE CONTAINER. THE ROOT SYSTEM MUST MAINTAIN A FIRM BALL WHEN THE CONTAINER IS REMOVED BUT SHALL NOT HAVE EXCESSIVE ROOT GROWTH ENCIRCLING THE INSIDE OF THE CONTAINER.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINAL GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- ALL SHRUB PLANTING BEDS AND LAWN AREAS ARE TO BE SEPARATED BY STEEL EDGING UNLESS OTHERWISE NOTED. NO STEEL EDGING IS TO BE INSTALLED ADJACENT TO SIDEWALKS, CURBS, FENCES, OR OTHER HARDSCAPE ELEMENTS, UNLESS SPECIFIED OTHERWISE IN THE PLANS, SPECIFICATIONS OR DETAILS.
- ROOT BARRIER TO BE INSTALLED ADJACENT TO ALL CURBS, PAVING, UTILITIES, AND STRUCTURES WHEN PROPOSED TREES ARE WITHIN 20 FEET OF THESE ELEMENTS; SEE DETAIL. NO TREE SHALL BE PLANTED CLOSER THAN FIVE (5) FEET TO ANY UTILITY LINE. PLACE PANELS ADJACENT APPLICABLE HARDSCAPE AND UTILITIES AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS; SEE PLAN FOR EXTENTS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIER THAT COMPLETELY ENCIRCLES THE ROOT BALL.

SOLID SOD TURF NOTES

- DO NOT PLACE SOD UNTIL FINE GRADING IS APPROVED.
- DO NOT INSTALL SOD ON FROZEN GROUND OR IF FORECAST CALLS FOR FREEZING CONDITIONS.
- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE THAT EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS ARE TO BE OVER-SEEDED WITH WINTER RYE GRASS.
- SOD SHALL BE CLEAN AND REASONABLY FREE OF WEEDS AND NOXIOUS PESTS AND INSECTS.

MAINTENANCE AND GUARANTEE NOTES

- CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL NINETY (90) DAYS AFTER FINAL ACCEPTANCE BY THE OWNER.
- CONTRACTOR SHALL PROVIDE A SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE. CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED, AND EXISTING PLANTS WITHIN OR NEAR THE LIMITS OF CONSTRUCTION, SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK.
- THE OWNER, TENANT, AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING AND IRRIGATION.
- ALL REQUIRED LANDSCAPING AREAS SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. REFERENCE SPECIFICATIONS FOR MAINTENANCE REQUIREMENTS.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREAS AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY AS NECESSARY.
- PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY OF THE COMPARABLE MATERIAL ON SITE WITHIN TEN (10) DAYS.
- REGULARLY INSPECT AND COORDINATE THE OPERATION OF THE IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED.
- ALL IRRIGATION HEADS OR LINES WHICH ARE BROKEN SHALL BE REPLACED OR REPAIRED IN A TIMELY MANNER TO PREVENT THE WASTE OF WATER AND LOSS OF PLANT LIFE.
- UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
- THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS ACCEPTED BY THE OWNER. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME	BOTANICAL NAME	QTY	SIZE	HEIGHT	SPREAD	REMARKS
SHADE TREES								
	UC	CEDAR ELM	ULMUS CRASSIFOLIA	5	3" CAL.	12' - 14'	4' - 6'	NURSERY GROWN, 6' BRANCHING HEIGHT, UPRIGHT GROWTH, STRONG CENTRAL LEADER, AND ROUNDED CANOPY.
	QS	SHUMARD OAK	QUERCUS SHUMARDII	5	3" CAL.	12' - 14'	4' - 6'	NURSERY GROWN, 6' BRANCHING HEIGHT, UPRIGHT GROWTH, STRONG CENTRAL LEADER, AND ROUNDED CANOPY.
	QV	SOUTHERN LIVE OAK	QUERCUS VIRGINIANA	8	3" CAL.	12' - 14'	4' - 6'	NURSERY GROWN, 6' BRANCHING HEIGHT, UPRIGHT GROWTH, STRONG CENTRAL LEADER, AND ROUNDED CANOPY.
SHRUBS								
	DB	DWARF BURFORD HOLLY	ILEX CORNUTA BURFORDII 'PYGMY'	18	7 GAL.	36"	24" - 36"	CONTAINER FULL, ROUND SHAPE.
	LA	MICROBURST DWARF TEXAS SAGE	LEUCOPHYLLUM X 'MICROBURST'	35	5 GAL.	24"	24" - 36"	CONTAINER FULL, ROUND SHAPE.
	IS	STOKES DWARF YAUPON HOLLY	ILEX VOMITORIA 'STOKES DWARF'	38	5 GAL.	24"	36" - 48"	CONTAINER FULL, ROUND SHAPE.
GROUND COVERS								
	CD	TIF 419 BERMUDAGRASS	CYNODON DACTYLON 'TIF 419'	11,552 SF	SOD			SOLID SOD, REFER TO NOTES AND SPECIFICATIONS

NOTE:

- ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES.
- ALL TREES SHALL HAVE A FULL AND UNIFORM CANOPY.
- ROOT BALLS SHOULD BE WELL-FORMED, INTACT, WITH TRUNK FIRMLY ATTACHED. MINIMUM ROOT BALL SIZE FOR A 3" CALIPER TREE IS 32".
- PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
- ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.
- DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS, CURBS, OR INSIDE PLANT BEDS.

North Richland Hills Landscape Requirements	
Landscape Area	
An area not less than 15 percent of the total lot area shall be landscaped.	
Total Lot Area: ±42,979 SF	
Minimum Required Landscape Area: ±6,447 SF (15%)	
Provided Landscape Area: ±13,768 SF (32%)	
Bufferyard	
A 15-foot bufferyard of live plant material for the entire width and distance along which the development abuts the residential district.	
Required:	Provided:
15' Bufferyard	15' Bufferyard
Masonry screening wall	Masonry Screening Wall
1 Large Tree / 30LF: 250LF/30 = 9 Trees	10 Trees
40% of Large Trees shall be evrgreen: 4 x 9 = 4 Trees	4 Trees



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682.268.2200

PROJECT NO:	197479
DRAWN BY:	TRD
CHECKED BY:	CMK

REV	DATE	DESCRIPTION

Chelsea Kuykendall



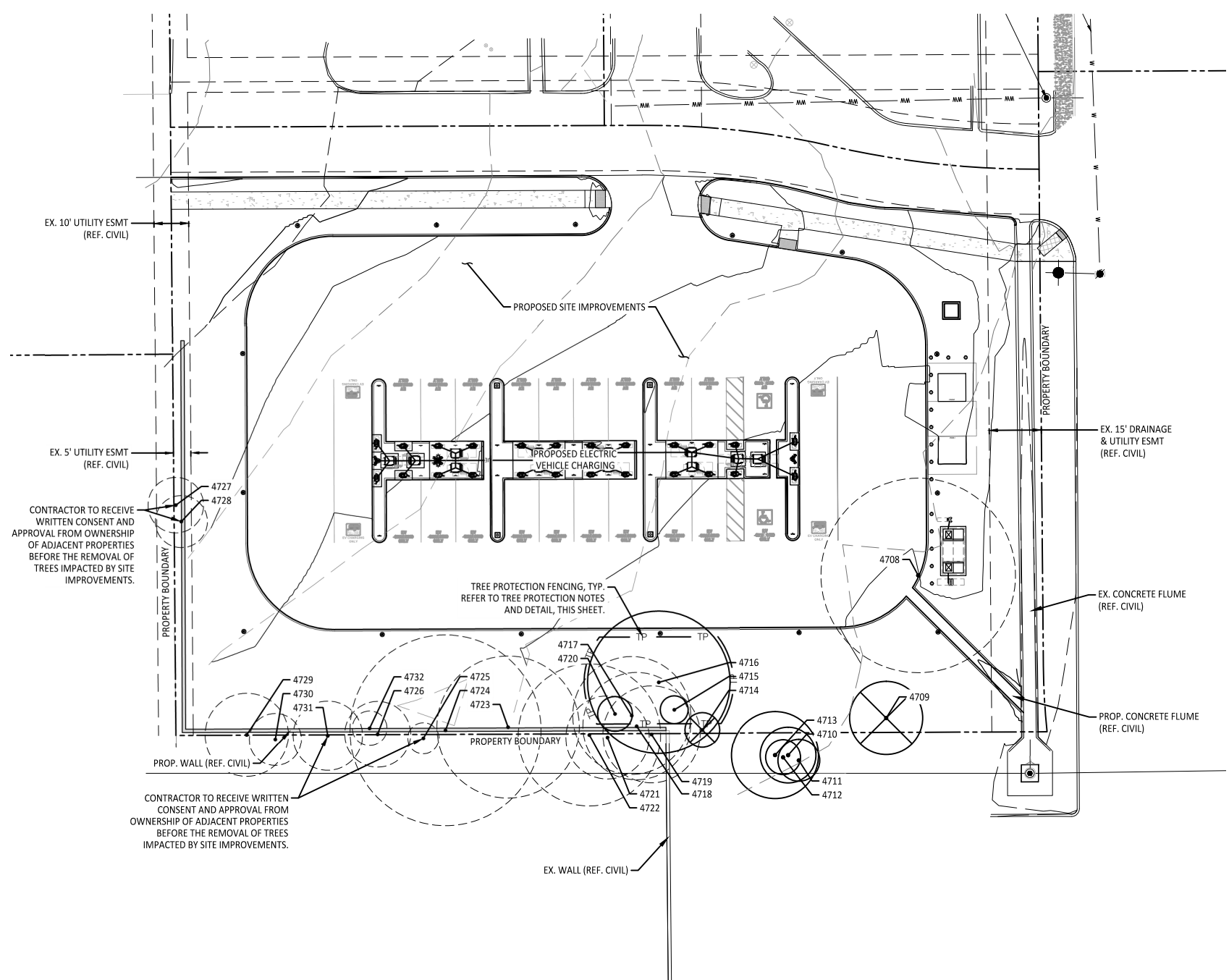
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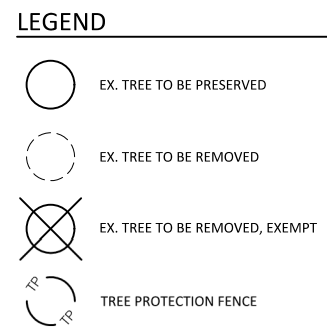
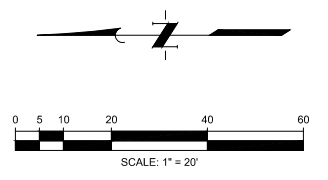
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**LANDSCAPE GENERAL
NOTES & SCHEDULE**

SHEET NUMBER
LS-1



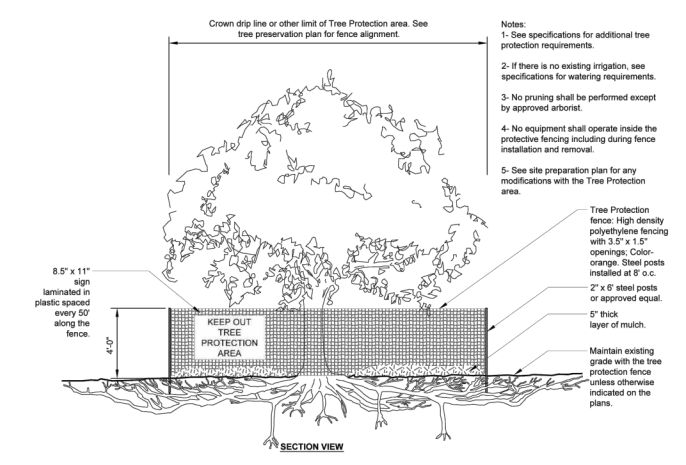
EXISTING TREE INVENTORY

CODE	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
TREES TO BE PRESERVED				
4720	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	5"	
4713	PYRUS CALLERYANA	BRADFORD PEAR	12.5"	
4712	PYRUS CALLERYANA	BRADFORD PEAR	5"	
4711	PYRUS CALLERYANA	BRADFORD PEAR	6"	
4716	ULMUS AMERICANA	AMERICAN ELM	20.5"	
4715	ULMUS AMERICANA	AMERICAN ELM	4"	
4710	ULMUS AMERICANA	AMERICAN ELM	8"	
TREES TO BE REMOVED				
4714	SIDEROXYLON LANUGINOSUM	GUM BUMELIA	5"	EXEMPT FROM MITIGATION. VERY POOR CONDITION.
4727	SIDEROXYLON LANUGINOSUM	GUM BUMELIA	8"	
4726	SIDEROXYLON LANUGINOSUM	GUM BUMELIA	9.5"	
4709	ULMUS AMERICANA	AMERICAN ELM	10.5"	EXEMPT FROM MITIGATION. VERY POOR CONDITION.
4731	ULMUS AMERICANA	AMERICAN ELM	10"	
4729	ULMUS AMERICANA	AMERICAN ELM	12"	
4721	ULMUS AMERICANA	AMERICAN ELM	12"	
4723	ULMUS AMERICANA	AMERICAN ELM	13.5"	
4719	ULMUS AMERICANA	AMERICAN ELM	14"	
4718	ULMUS AMERICANA	AMERICAN ELM	15.5"	
4722	ULMUS AMERICANA	AMERICAN ELM	15.5"	
4717	ULMUS AMERICANA	AMERICAN ELM	17"	
4724	ULMUS AMERICANA	AMERICAN ELM	27.5"	
4708	ULMUS AMERICANA	AMERICAN ELM	28"	
4725	ULMUS AMERICANA	AMERICAN ELM	4.5"	
4732	ULMUS AMERICANA	AMERICAN ELM	5"	
4728	ULMUS AMERICANA	AMERICAN ELM	7.5"	
4730	ULMUS AMERICANA	AMERICAN ELM	7.5"	



TREE MITIGATION

Total inches:	283.5
Total inches exempt:	15.5
Total inches preserved:	61
Total inches removed:	207
Total inches to be mitigated:	207
Mitigation Method	
Total inches mitigated by planting:	54
Total inches mitigated by either:	
Offsite planting:	
Tree fund:	



TREE PROTECTION NOTES:

- CONTRACTOR TO ENSURE THAT TREE PROTECTION FENCING IS INSTALLED BEFORE GRADING COMMENCES AND MAINTAINED THROUGHOUT THE DURATION OF ANY AND ALL CONSTRUCTION ACTIVITIES.
- CONTRACTOR TO ENSURE TREE PROTECTION FENCING IS INSTALLED OUTSIDE THE DRIP LINE OF EXISTING TREES SHOWN TO REMAIN WHERE POSSIBLE.
- TREE PROTECTION FENCING LOCATED IN CLOSE PROXIMITY TO STREET INTERSECTIONS AND / OR DRIVES SHALL ADHERE TO THE APPLICABLE JURISDICTION'S SIGHT DESIGN CRITERIA.
- CONTRACTOR TO MARK ALL TREES TO BE PRESERVED IN A MANNER TO ALLOW FOR QUICK FIELD AND PLAN COORDINATION AND SHALL NOTIFY THE CITY OF THE MARKING. THIS IS TO TAKE PLACES PRIOR TO GRADING AND ALL CONSTRUCTION ACTIVITIES. CONTRACTOR TO COMPLY WITH ALL CITY REQUIREMENTS FOR TREE PROTECTION.
- ALL EXISTING TREES SHOWN TO REMAIN WITHIN THE PROXIMITY OF THE CONSTRUCTION SITE SHALL BE PROTECTED PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND SHALL REMAIN PROTECTED DURING CONSTRUCTION.
- ORANGE SAFETY FENCING SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES OR TREE GROUPS TO REMAIN. THE TREE PROTECTION SHALL REMAIN DURING CONSTRUCTION.
- CONTRACTOR SHALL NOT DISTURB ROOTS 1 1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES TO REMAIN AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES.
- TREES DAMAGED OR KILLED DUE TO CONTRACTOR'S NEGLIGENCE DURING CONSTRUCTION SHALL BE MITIGATED AT THE CONTRACTOR'S EXPENSE AND TO LOCAL JURISDICTION'S SATISFACTION.
- ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS.
- NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
- WATER ALL TREES IMPACTED BY CONSTRUCTION ACTIVITIES DEEPLY, ONCE PER WEEK DURING PERIODS OF HOT AND DRY WEATHER. SPRAY TREE CANOPY PERIODICALLY WITH WATER TO REDUCE DUST ACCUMULATION ON THE LEAVES.
- CLOSE ALL TRENCHES WITHIN EXISTING TREE CANOPY DRIP LINES WITHIN 24 HOURS OF DIGGING.
- CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL TREE PROTECTION FENCING WHEN ALL THREATS TO THE EXISTING TREES FROM CONSTRUCTION-RELATED ACTIVITIES HAVE BEEN REMOVED AND CONCLUDED, AND AFTER THE JURISDICTION PERMITS THEIR REMOVAL.

1 TREE PROTECTION DETAIL
N.T.S.



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QUIDDITY

Texas Board of Professional Engineers
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682.268.2200

PROJECT NO:	197479
DRAWN BY:	TRD
CHECKED BY:	CMK

REV	DATE	DESCRIPTION



01/30/2026

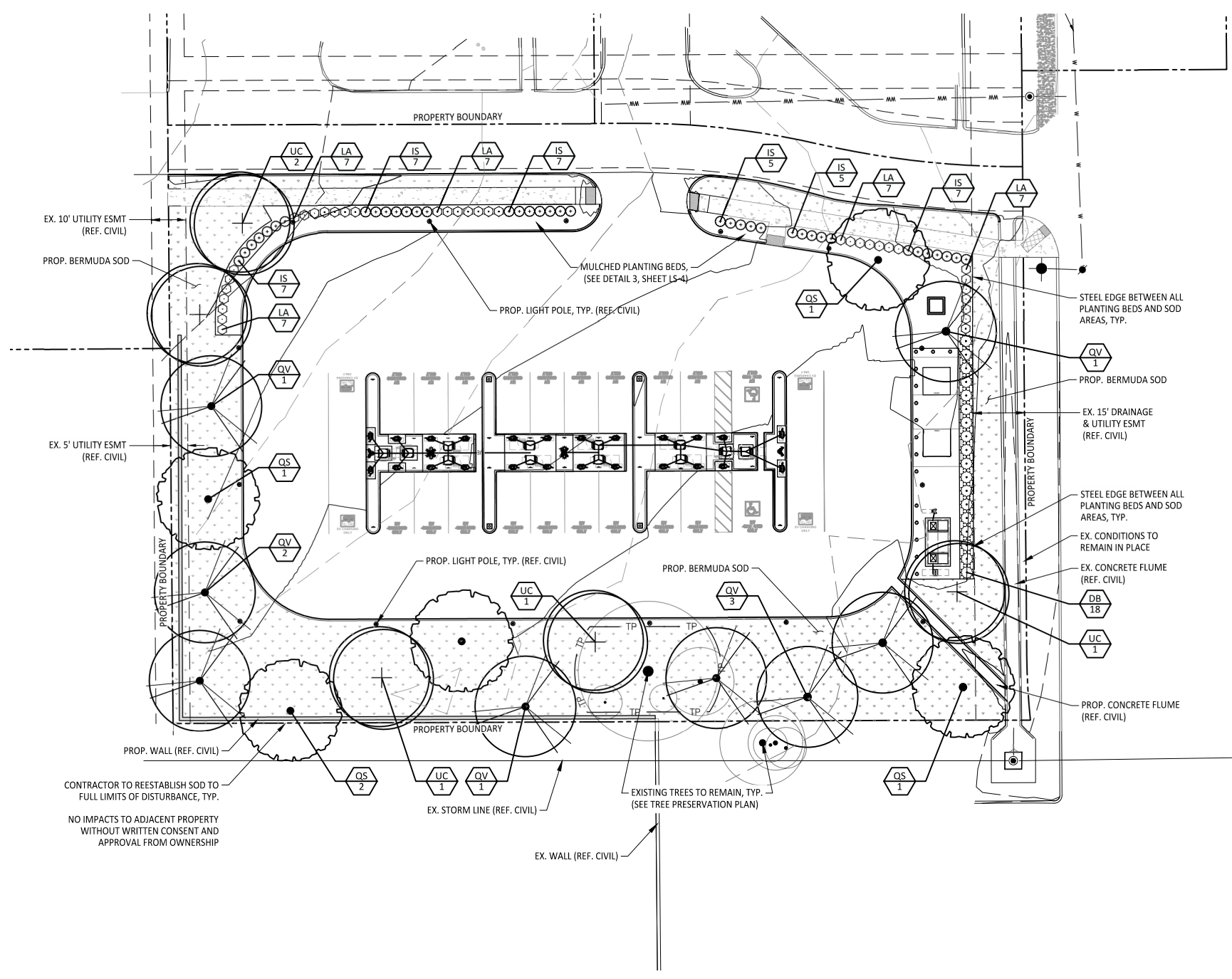
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TEXAS 76182

SHEET TITLE
**LANDSCAPE TREE
PRESERVATION PLAN**

SHEET NUMBER







LS-2



PLANT SCHEDULE

SYMBOL CODE COMMON NAME

SHADE TREES

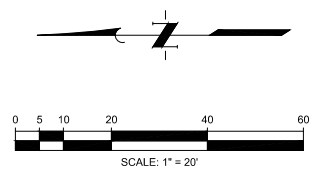
-  UC CEDAR ELM
 -  QS SHUMARD OAK
 -  QV SOUTHERN LIVE OAK
- SHRUBS**
-  DB DWARF BURFORD HOLLY
 -  LA MICROBURST DWARF TEXAS SAGE
 -  IS STOKES DWARF YAUPON HOLLY

GROUND COVERS

-  CD TIF 419 BERMUDAGRASS

EXISTING TREES

-  EXISTING TREE TO REMAIN



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SHEET TITLE
LANDSCAPE PLANTING PLAN

SHEET NUMBER
LS-3

LANDSCAPE - PLANTING SPECIFICATIONS

PART 1 - GENERAL
1.1 LANDSCAPE CONTRACTOR QUALIFICATIONS

- A. ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY QUALIFIED AND CERTIFIED PROFESSIONALS SPECIALIZING IN THEIR RESPECTIVE FIELD.
- 1.2 REFERENCE DOCUMENTS
 - A. REFER TO THE LANDSCAPE PLAN, SCHEDULE, NOTES, AND DETAILS FOR ADDITIONAL REQUIREMENTS.
 - B. REFER TO THE TREE PRESERVATION PLAN, AS APPLICABLE.
 - C. REFER TO THE IRRIGATION PLAN, AS APPLICABLE.
- 1.3 REFERENCE STANDARDS
 - A. AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY AMERICAN ASSOCIATION OF NURSERYMEN; 27 OCTOBER 1980, EDITION; BY AMERICAN NATIONAL STANDARDS INSTITUTE (Z60.1) - PLANT MATERIAL.
 - B. HORTUS THIRD, 1976 - CORNELL UNIVERSITY - PLANT NOMENCLATURE.
 - C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS.
 - D. TEXAS SEED LAW & REGULATION, LATEST EDITION.

- 1.4 SCOPE OF WORK
 - A. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS NECESSARY FOR THE EXECUTION, INSTALLATION, AND COMPLETION OF ALL WORK, AS SPECIFIED HEREIN AND/OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 - B. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE OR SHE HAS READ AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
 - C. BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL HAVE INVESTIGATED THE SOURCES OF SUPPLY AND BE SATISFIED THAT THEY CAN SUPPLY THE LISTED PLANTS IN SIZE, VARIETY, AND QUALITY AS SPECIFIED. FAILURE TO TAKE THIS PRECAUTION WILL RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITY FOR FURNISHING AND INSTALLING ALL PLANT AND LANDSCAPE MATERIALS IN STRICT ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS WITHOUT ADDITIONAL COSTS TO THE OWNER. THE LANDSCAPE ARCHITECT SHALL APPROVE ANY SUBSTITUTIONS OF PLANT MATERIAL, OR CHANGES IN PLANT MATERIAL SIZE, PRIOR TO THE LANDSCAPE CONTRACTOR SUBMITTING A BID.
 - D. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES, AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE, AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION, AND INSTALLATION OF MATERIALS.
 - E. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO THE START OF ANY WORK. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES; ALL UTILITIES ARE TO BE PROTECTED DURING CONSTRUCTION.
 - F. DRAWINGS ARE BASED ON SURVEY DATA AND DESIGN DRAWINGS BY OTHERS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING CONDITIONS AND NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN DOCUMENTS AND ACTUAL SITE CONDITIONS PRIOR TO CONSTRUCTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER'S REPRESENTATIVE WILL RESULT IN THE CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS AS DIRECTED.
 - G. THE GENERAL CONTRACTOR SHALL ESTABLISH A TOPSOIL MANAGEMENT PLAN/OPERATION THROUGHOUT THE CONSTRUCTION PROCESS. ALL TOPSOIL MAY BECOME STERILE OR NON-FERTILE OVER TIME. THE CONTRACTOR SHALL AMEND AND SUPPLEMENT THE STOCKPILED TOPSOIL AS NECESSARY TO YIELD A FERTILE TOPSOIL SUPPLY. THE CONTRACTOR'S BID SHALL INCLUDE ALL NECESSARY TOPSOIL (IMPORT MAY BE REQUIRED) TO BACKFILL ALL DISTURBED AREAS. THE LACK OF AVAILABLE TOPSOIL ON SITE WILL NOT BE GROUNDS FOR A CHANGE ORDER OR ADDITIONAL PAY.

- H. LIMITS OF WORK INDICATED ON THE DRAWINGS ARE GENERAL IN NATURE AND ARE INTENDED TO DEFINE THE GENERAL VICINITY IN WHICH THE SCOPE OF WORK EXISTS. ACTUAL LIMITS OF WORK SHALL INCLUDE ALL AREAS NECESSARY TO COMPLETE SCOPE OF DESIGN INTENT AND REESTABLISH ALL DISTURBED AREAS DUE TO CONSTRUCTION, STAGING, OR ANY OTHER ACTIVITY RELATED TO THE OVERALL PROJECT SCOPE OF WORK.
- I. UNLESS OTHERWISE NOTED, ALL EXISTING TREES SHALL BE PROTECTED. DO NOT PARK, DRIVE, OPERATE MACHINERY OR STORE MATERIALS WITHIN THE DRIFTS OF EXISTING TREES. ALL TREE PROTECTION DEVICES TO BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE AND MAINTAINED UNTIL FINAL LANDSCAPE ACCEPTANCE.
- J. CONTRACTOR SHALL PROVIDE A SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE. CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED, AND EXISTING PLANTS WITHIN OR NEAR THE LIMITS OF CONSTRUCTION, SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK.

- K. REFERENCES TO "OWNER'S REPRESENTATIVE" ARE MADE IN THESE DOCUMENTS AND REFER TO THE PROJECT OWNER OR DESIGNATED REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE FOR DESIGN CLARIFICATIONS OR ADDITIONAL INFORMATION RELATED TO THE SCOPE OF WORK, AS NEEDED.
- 1.5 SUBMITTALS
 - A. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES TO THE LANDSCAPE ARCHITECT AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
 - B. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, ROCKS, GRAVELS, AND/OR SHEDDING SOIL, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR LANDSCAPING AREAS AS MAY BE APPROPRIATE).
 - C. CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREA TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SHALL CONTAIN NO LESS THAN ONE QUANT OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
 - D. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
 - E. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
 - F. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE):
 - 1. SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIS PLANTS, TURF, AND BARE SEED.
 - 2. PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES.
 - 3. FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - 4. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS, ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.

- G. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, LANDSCAPE FABRICS, ETC.
- H. CONTRACTOR TO CLEARLY INDICATE THE EXACT PROPOSED ITEMS WITH SPECIFICATIONS ON ALL SUBMITTALS.

1.6 JOB CONDITIONS, DELIVERY, HANDLING, AND STORAGE

- A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE.
- B. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK.
- C. GENERAL CONTRACTOR TO BRING ALL FUTURE PLANTING BED AREAS TO NINE (9) INCHES BELOW FINAL GRADE WITH GENERAL FERTIL FILL. ALL AREAS TO RECEIVE TURF GRASS SHALL BE BROUGHT TO SIX (6) INCHES BELOW FINAL GRADE WITH GENERAL EARTH FILL. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO INSTALL AND/OR COORDINATE THE INSTALLATION OF REQUIRED FERTILIZER TOPSOIL PER THE TOPSOIL MANAGEMENT PLAN, SOIL TEST RESULTS, SPECIFICATIONS, AND DETAILS, AND COORDINATE THE TIMING OF ROUGH GRADING, FINE GRADING, AND THE INSTALLATION OF IRRIGATION AND LANDSCAPE IMPROVEMENTS.
- D. IRRIGATION SYSTEM TO BE INSTALLED PRIOR TO PLANTING INSTALLATION. LOCATE, PROTECT AND MAINTAIN THE IRRIGATION SYSTEM DURING PLANTING OPERATIONS. COORDINATE WITH OWNER FOR ANY IRRIGATION SYSTEM REPAIRS NECESSARY DUE TO COMPONENTS BEING DAMAGED DURING PLANTING OPERATIONS, AT THE CONTRACTOR'S EXPENSE.
- E. NOTIFY OWNER'S REPRESENTATIVE OF DELIVERY 72 HOURS PRIOR TO DELIVERY OF PLANT MATERIAL AT THE JOB SITE.
- F. TAKE ALL PRECAUTIONS CUSTOMARY IN GOOD TRADE PRACTICE IN PREPARING PLANTS FOR MOVING AND IN PROPER CARE ONCE DELIVERED TO THE PROJECT SITE. PREVENT PLANTS FROM DRYING OUT, PLANT IMMEDIATELY UPON ARRIVAL AT THE PROJECT SITE. IF IMMEDIATE PLANTING IS NOT POSSIBLE, UTILIZE BEST PRACTICES FOR PROTECTING PLANTINGS UNTIL INSTALLATION.
- G. DELIVER PACKAGED MATERIALS IN SEALED CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. PROTECT MATERIALS FROM DETERIORATION DURING DELIVERY AND WHILE STORED ON SITE.
- H. REMOVE REJECTED PLANT MATERIAL IMMEDIATELY FROM JOB SITE.
- I. TO AVOID DAMAGE OR STRESS, DO NOT LIFT, MOVE, ADJUST TO PLUMB, OR OTHERWISE MANIPULATE PLANTS BY TRUNK OR STEMS.
- J. STORAGE OF MATERIALS AND EQUIPMENT AT THE JOB SITE WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. THE OWNER CANNOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 INSTALLATION SEQUENCING

- A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/SOLID SOD.

1.8 MAINTENANCE AND GUARANTEE

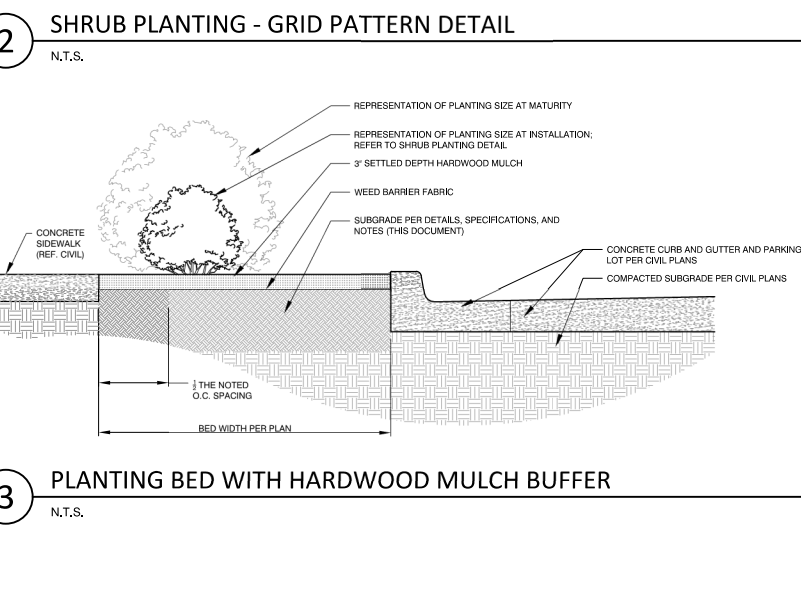
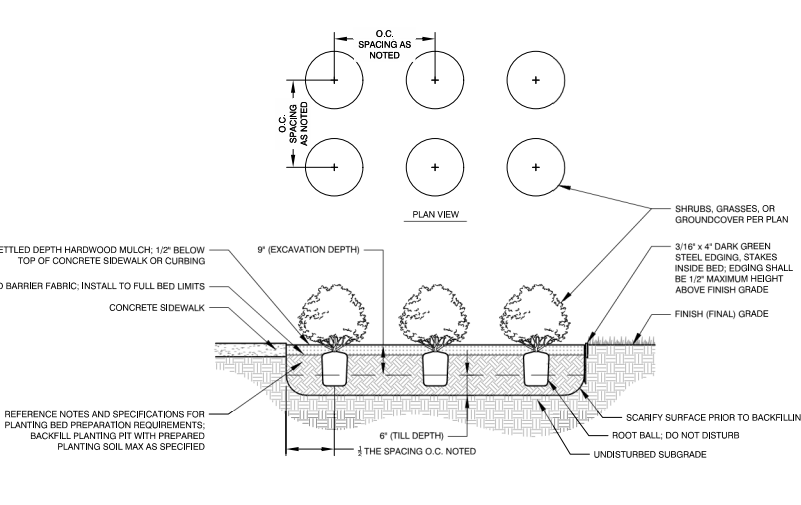
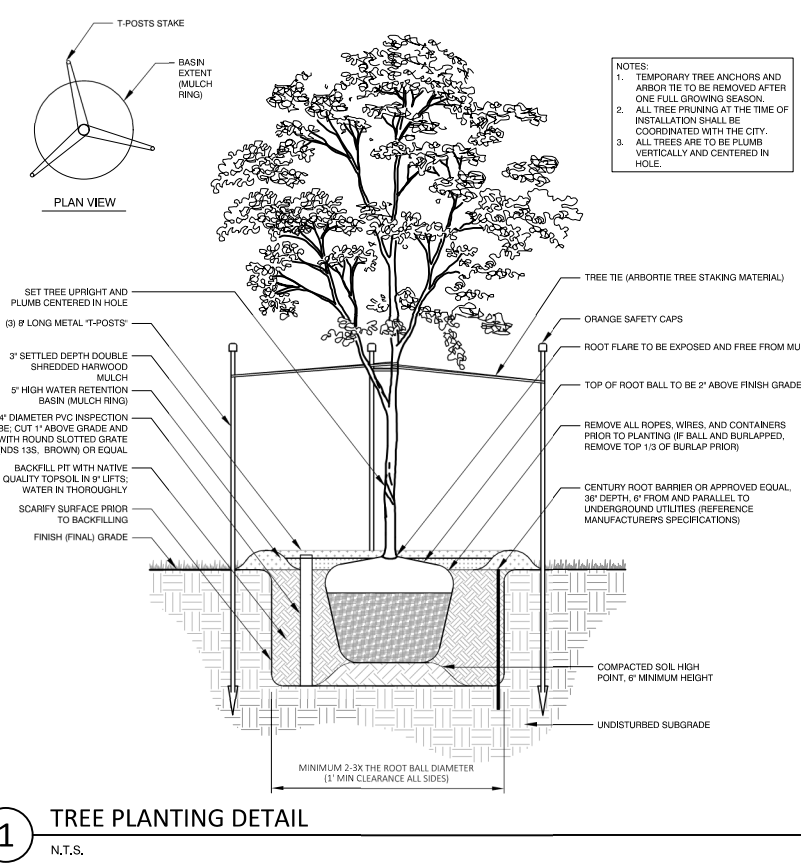
- A. MAINTENANCE:
 - 1. THE LANDSCAPE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK FROM THE TIME OF PLANTING UNTIL 90 DAYS AFTER FINAL ACCEPTANCE BY THE OWNER.
 - 2. ALL WORK SHALL BE PERFORMED IN A MANNER THAT MAINTAINS THE ORIGINAL INTENT OF THE LANDSCAPE DESIGN.
 - 3. ALL LANDSCAPE MAINTENANCE SERVICES SHALL BE PERFORMED BY TRAINED PERSONNEL USING CURRENT, ACCEPTABLE HORTICULTURAL PRACTICES.
 - 4. ALL CHEMICAL APPLICATIONS SHALL BE PERFORMED USING EPA REGISTERED MATERIALS AND METHODS OF APPLICATION. THESE APPLICATIONS SHALL BE PERFORMED UNDER THE SUPERVISION OF A LICENSED CERTIFIED APPLICATOR.
 - 5. MAINTENANCE SHALL INCLUDE WATERING OF TREES AND PLANTS, CULTIVATION, WEED SPRAYING, FERTILIZING, EDGING, PRUNING OF TREES, MOVING OF GRASS, RESTORING OF TREES, RESETTING OF SETTLED PLANTS, AERATION OF TURF AREAS, RESEEDING AND/OR RESEEDING TURF AREAS THAT DID NOT ESTABLISH, TREATING FOR INSECTS AND DISEASES, MULCH REPLACEMENT, CLEANING UP, AND ALL OTHER WORK NECESSARY FOR MAINTENANCE.
 - 6. CONTRACTOR TO SUBMIT PROPOSED MAINTENANCE SCHEDULE TO THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
 - 7. REPLACE DEAD, UNHEALTHY, AND UNSIGHTLY PLANTS DURING WARRANTY PERIOD.
 - 8. REMOVE TREE GUYING AND STAKING MATERIALS AFTER ONE YEAR. REPAIR GUYING AND STAKING MATERIALS AS NEEDED UNTIL ONE YEAR AFTER INSTALLATION.
 - 9. REGULARLY INSPECT AND COORDINATE THE OPERATION OF THE IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. THE IRRIGATION SYSTEM BEING TURNED OFF OR ALTERED BY OTHERS, RESULTING IN PLANT LOSS, SHALL BE AT THE CONTRACTOR'S EXPENSE FOR REPLACING DEAD PLANT MATERIAL, AS APPLICABLE.
 - 10. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE WITH THE MAINTENANCE SERVICE TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION AND PLANT HEALTH.
 - 11. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - I. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.

PART 2 - MATERIALS

- 1.1 SOIL PREPARATION MATERIALS
 - A. TOPSOIL (SANDY LOAM):
 - 1. FRIABLE, FERTILE, DARK, LOAMY SOIL, FREE OF CLAY LUMPS, WEEDS, STONES AND OTHER EXTRANEOUS MATERIAL AND REASONABLY FREE OF SEEDS AND FOREIGN GRASSES. LOAM CONTAINING DALLAS GRASS OR NOT GRASS SHALL BE REJECTED.
 - 2. PHYSICAL PROPERTIES SHALL BE AS FOLLOWS:
 - I. CLAY - BETWEEN 7-27%
 - II. SILT - BETWEEN 15-25%
 - III. SAND - LESS THAN 52%
 - 3. ORGANIC MATTER SHALL BE 3-10% OF TOTAL DRY WEIGHT.
 - 4. LANDSCAPE CONTRACTOR SHALL PROVIDE A CERTIFIED SOIL ANALYSIS, CONDUCTED BY AN APPROVED SOIL TESTING LABORATORY, VERIFYING THAT SOIL IS A SANDY LOAM MEETING THE ABOVE REQUIREMENTS.
 - B. ORGANIC MATTER: COMPOST WITH A MIXTURE OF 80% VEGETATIVE MATTER AND 20% ANIMAL WASTE. INGREDIENTS SHOULD BE A MIX OF COURSE AND FINE TEXTURED MATERIALS.
 - C. BEDDING SOIL: PREPARED BEDDING AS SUPPLIED BY VITAL EARTH RESOURCES; PROFESSIONAL BEDDING SOIL AS SUPPLIED BY LIVING EARTH TECHNOLOGY, OR APPROVED EQUIVALENT.
 - D. SHARP SAND: SHARP SAND MUST BE FREE OF SEEDS, SOIL PARTICLES AND WEEDS.
 - E. MULCH: SHEDDING HARDWOOD MULCH, PARTIALLY DECOMPOSED, DARK BROWN, IF RIVER ROCK (1.5" IN SIZE) IS SPECIFIED IN LUSI OF HARDWOOD MULCH, CONTRACTOR TO EXERCISE CAUTION TO NOT DAMAGE PLANT MATERIAL DURING INSTALLATION.
 - F. ORGANIC FERTILIZER: FERTILIZANT, SUSTAIN, GREEN SENSE, OR EQUAL, AS RECOMMENDED FOR REQUIRED APPLICATIONS. FERTILIZER SHALL BE DELIVERED TO THE SITE IN ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.
 - G. COMMERCIAL FERTILIZER: 10-20-10 OR SIMILAR ANALYSIS. NITROGEN SOURCE TO BE A MINIMUM 50% SLOW-RELEASE ORGANIC NITROGEN (SCU OR UF) WITH A MINIMUM 8% SULFUR AND 4% PHOS, PLUS MICRONUTRIENTS.
 - H. PEAT: COMMERCIAL SPHAGNUM PEAT MOSS OR PARTIALLY DECOMPOSED SHEDDED PINE BARK OR OTHER APPROVED ORGANIC MATERIAL.
- 2.2 PLANT MATERIALS
 - A. GENERAL: WELL-FORMED NO. 1 GRADE, OR BETTER, NURSERY GROWN STOCK IS REQUIRED. LISTED PLANT HEIGHTS ARE FROM TOPS OF ROOT BALLS TO NOMINAL TOPS OF PLANTS. PLANT SPREAD REFERS TO THE NOMINAL OUTER WIDTH OF THE PLANT, NOT THE OUTER LEAF TIPS. PLANTS SHALL BE INDIVIDUALLY APPROVED BY THE OWNER'S REPRESENTATIVE AND THEIR DECISION AS TO THEIR ACCEPTABILITY SHALL BE FINAL.
 - B. QUALITY AND SIZE: PLANTS SHALL MEET OR EXCEED THE MINIMUM SIZES GIVEN ON THE PLAN AND SHALL BE HEALTHY, WELL-SHAPED, FULL-BRANCHED, SYMMETRICAL IN APPEARANCE, AND WELL-WATERED. PLANTS SHALL BE FREE FROM INJURY, DISEASE, BROKEN BRANCHES, DISFIGUREMENTS, INSECTS AND/OR INSECT EGGS/LARVAE, AND ARE TO BE OF SPECIMEN QUALITY. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, IN LOCATIONS WITH SIMILAR CLIMATIC CONDITIONS.
 - 1. ANY USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.
 - 2. RESPECTIVE TO PLANTS OF THE SAME SPECIES AND VARIETY, PLANTS ARE TO BE OF UNIFORM SIZE.
 - 3. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS, NON-POT-BOUND, FREE FROM ENCRUING AND/OR GIRDLING, AND FREE FROM ANY OTHER ROOT DEFECTS.
 - 4. ALL TREES SHALL BE STANDARD IN FORM UNLESS OTHERWISE SPECIFIED. TREES MUST HAVE STRONG AND UNDAUNTED CENTRAL LEADERS.
 - 5. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
 - 6. ROOT BALLS ARE TO BE WELL-FORMED, INTACT, AND WITH THE TRUNK FIRMLY ATTACHED. MINIMUM ROOT BALL SIZES FOR CANOPY TREES ARE 32" DIAMETER FOR 3" CALIPER, 40" DIAMETER FOR 4" CALIPER, 55" DIAMETER FOR 5" CALIPER, AND 60" DIAMETER FOR 6" CALIPER.
 - C. QUANTITIES: QUANTITIES SHOWN ON THE PLAN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY AND ARE NOT GUARANTEED TO BE ACCURATE. IN THE EVENT OF A DISCREPANCY BETWEEN QUANTITIES SHOWN ON THE PLAN AND QUANTITIES SHOWN ON THE SCHEDULE/LIST, THE QUANTITIES SHOWN ON THE PLAN (INDIVIDUAL SYMBOLS) SHALL TAKE PRECEDENCE. CONTRACTOR TO VERIFY NUMBER OF PLANT SYMBOLS SHOWN AND SHALL MEASURE HATCHED BEDS FOR CHECKING LISTED PLANT QUANTITIES IN THE ALLOTTED AREAS AT THE GIVEN SPACING.
 - D. SOD: PROVIDE WELL-WOODED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM THE SUPPLIER STATING THE COMPOSITION OF THE SOD. DO NOT STACK FOR MORE THAN FORTY-EIGHT (48) HOURS BETWEEN TIME OF CUTTING AND PLANTING; ANY SOD NOT PLANTED WITHIN TWENTY-FOUR (24) HOURS AFTER RECEIPT ON SITE SHALL BE REMOVED AND NOT PLANTED.
 - E. SEED: EXTRA FANCY, HULLED AND TREATED LAWN TYPE SEED WITH PURITY OF 95% OR BETTER AND GERMINATION OF 85% OR BETTER, AND PER REQUIREMENTS OF TEXAS SEED LAW. WEED CONTENT LESS THAN 1/2% WITH NO NOXIOUS WEEDS.
 - F. APPROVAL: ALL PLANTS WHICH ARE FOUND UNSUITABLE BY THE OWNER'S REPRESENTATIVE, EITHER BEFORE OR AFTER INSTALLATION, SHALL BE REMOVED AND REPLACED AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR.
 - 2.3 MISCELLANEOUS MATERIALS
 - A. STEEL EDGING: SHALL BE 3/16" X 4" X 16" DARK GREEN LANDSCAPE EDGING. DURABLE STEEL OR APPROVED EQUAL.
 - B. TREE STAKING: REFER TO DETAILS.
 - C. FILTER FABRIC: MIRAFIL 1405 BY MIRAFILINC, OR APPROVED SUBSTITUTION.
 - D. SAND: UNIFORMLY GRADED, WASHED, CLEAN, BANK RUN SAND.
 - E. GRAVEL: WASHED NATIVE PEA GRAVEL, GRADE 1" TO 1.5". REFER TO DETAILS.
 - F. DECOMPOSED GRANITE: BASE MATERIAL OF NATURAL MATERIAL MIX OF GRANITE AGGREGATE, NOT TO EXCEED 1/8" IN DIAMETER, COMPOSED OF VARIOUS SIZES OF DECOMPOSED EARTH BASE; REFER TO DETAILS AND SCHEDULE.
 - G. RIVER ROCK: LOCALLY AVAILABLE NATIVE RIVER ROCK; REFER TO DETAILS AND SCHEDULE.
 - H. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.
 - I. ROOT BARRIER: CENTURY ROOT BARRIER PANEL, OR APPROVED EQUAL, FORTY-EIGHT (48) INCHES IN DEPTH.

PART 3 - EXECUTION

- 3.1 PREPARATION
 - A. NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF COMMENCING WORK TO COORDINATE PROJECT INSPECTION SCHEDULE.
 - B. CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS AND REPORT ANY DEFICIENCIES TO THE OWNER.
 - C. PREPARE NEW PLANTING BEDS BY SCRAPING AWAY EXISTING GRASS AND WEEDS, AND CHEMICALLY TREAT FOR MINIMIZING TURF REGROWTH IN THE FUTURE. GENERAL CONTRACTOR TO HAVE LEFT ALL TURF GRASS AREAS SIX (6) INCHES BELOW FINAL GRADE. SCARIFY THE SURFACE OF THE SOIL AND USE FIVE (5) INCHES OF QUALITY TOPSOIL TO BRING ALL DISTURBED, FUTURE SOD TURF GRASS AREAS TO ONE (1) INCH BELOW FINAL GRADE. ALL TOPSOIL SHALL BE FERTILE (BASED ON THE RESULTS OF A SOIL TEST PROVIDED TO THE LANDSCAPE ARCHITECT) AND SHALL NOT CONTAIN ROCKS LARGER THAN 3/4", TRASH, DEBRIS, ROOTS, OR OTHER DELETERIOUS MATTER.
 - D. BACKFILL FOR TREE PITS SHALL BE AS FOLLOWS: USE EXISTING QUALITY TOPSOIL ON SPECIFIED IMPORTED TOPSOIL (AS NEEDED) FREE FROM LARGE CLUMPS, ROCKS, DEBRIS, CALICHE, SUBSOILS, ETC., PLACED IN NINE (9) INCH LAYERS AND WATERED TO THE DESIRED CONSTRUCTION DETAILS.
 - E. ALL SOD TURF GRASS AREAS SHALL BE CONDITIONED AS FOLLOWS:
 - 1. PREPARE SOIL BY SCRAPING AWAY EXISTING GRASS AND WEEDS, AND CHEMICALLY TREAT FOR MINIMIZING TURF REGROWTH IN THE FUTURE. GENERAL CONTRACTOR TO HAVE LEFT ALL TURF GRASS AREAS SIX (6) INCHES BELOW FINAL GRADE. SCARIFY THE SURFACE OF THE SOIL AND USE SIX (6) INCHES OF QUALITY TOPSOIL TO BRING ALL DISTURBED, FUTURE SEED/HYDROMULCH TURF GRASS AREAS SIX (6) INCHES BELOW FINAL GRADE. SCARIFY THE SURFACE OF THE SOIL AND USE FIVE (5) INCHES OF QUALITY TOPSOIL TO BRING ALL DISTURBED, FUTURE SOD TURF GRASS AREAS TO ONE (1) INCH BELOW FINAL GRADE. ALL TOPSOIL SHALL BE FERTILE (BASED ON THE RESULTS OF A SOIL TEST PROVIDED TO THE LANDSCAPE ARCHITECT) AND SHALL NOT CONTAIN ROCKS LARGER THAN 3/4", TRASH, DEBRIS, ROOTS, OR OTHER DELETERIOUS MATTER.
 - 2. REFER TO GENERAL NOTES, DETAILS, AND SPECIFICATIONS FOR OTHER REQUIREMENTS, FOLLOW MANUFACTURER'S SPECIFICATIONS. FINAL TERNAM TO BE A SMOOTH AND EVEN SURFACE.
 - F. TRENCHING NEAR EXISTING TREES:
 - 1. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CURB OR EXISTING TREES AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES.
 - 2. ALL EXCAVATION WITHIN THE CURB SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE OR POWER EQUIPMENT TO BE USED WITHIN THE CURB.
 - 3. CLOSE ALL TRENCHES WITHIN EXISTING TREE CANOPY DRIP LINES WITHIN 24 HOURS OF DIGGING.
 - 4. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
 - 5. REFER TO TREE PRESERVATION PLAN, AS APPLICABLE, FOR ADDITIONAL DETAILS AND SPECIFICATIONS.
- 3.2 INSTALLATION
 - A. MAINTENANCE OF PLANT MATERIALS SHALL BEGIN IMMEDIATELY AFTER EACH PLANT IS DELIVERED TO THE SITE AND SHALL CONTINUE UNTIL ALL CONSTRUCTION HAS BEEN SATISFACTORILY COMPLETED.
 - B. PLANT MATERIALS SHALL BE DELIVERED TO THE SITE ONLY AFTER THE BEDS ARE PREPARED AND AREAS ARE READY FOR PLANTING. ALL SHIPMENTS OF NURSERY MATERIALS SHALL BE THOROUGHLY PROTECTED FROM THE WINDS DURING TRANSIT. ALL PLANTS WHICH CANNOT BE PLANTED AT ONCE, AFTER DELIVERY TO THE SITE, SHALL BE WELL PROTECTED AGAINST THE POSSIBILITY OF DRIVING BY WIND AND BALLS OF EARTH OF B & B PLANTS SHALL BE KEPT COVERED WITH SOIL OR OTHER ACCEPTABLE MATERIAL. ALL PLANTS REMAIN THE PROPERTY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.
 - C. POSITION THE TREES AND SHRUBS IN THEIR INTENDED LOCATION AS PER PLAN. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL POSITIONING OF PLANT MATERIALS.
 - D. EXCAVATE WITH VERTICAL SIDES AND HORIZONTAL BOTTOM. TREE PITS SHALL BE LARGE ENOUGH PERMIT HANDLING AND PLANTING WITHOUT INJURY TO BALLS OF EARTH OR ROOTS AND SHALL BE OF SUCH DEPTH THAT, WHEN PLANTED AND SETTLED, THE CROWN OF THE PLANT SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE AS IT DID TO SOIL SURFACE IN ORIGINAL PLACE OF GROWTH. THE SIDES OF THE HOLE SHOULD BE ROUGH AND JAGGED, NEVER SMOOTH OR GLAZED.
 - E. IF ROCK UNDERGROUND CONSTRUCTION WORK OR OBSTRUCTIONS ARE ENCOUNTERED IN ANY PLANT PIT EXCAVATION WORK TO BE DONE UNDER THIS SECTION, ALTERNATE LOCATIONS MAY BE SELECTED BY THE CONTRACTOR. WHERE LOCATIONS CANNOT BE CHANGED, THE OBSTRUCTIONS SHALL BE REMOVED TO A DEPTH OF NOT LESS THAN THREE (3) FEET BELOW GRADE AND NO LESS THAN SIX (6) INCHES BELOW THE BOTTOM OF BALL WHEN PLANT IS PROPERLY SET AT THE REQUIRED GRADE. THE WORK OF THIS SECTION SHALL INCLUDE THE REMOVAL FROM THE SITE OF SUCH ROCK OR UNDERGROUND OBSTRUCTIONS ENCOUNTERED AT THE COST OF THE LANDSCAPE CONTRACTOR.
 - F. SHRUB AND TREE PITS SHALL BE NO LESS THAN TWENTY-FOUR (24) INCHES WIDER THAN THE LATERAL DIMENSION OF THE EARTH BALL AND SIX (6) INCHES DEEPER THAN ITS VERTICAL DIMENSION. REMOVE AND HAUL FROM SITE ALL ROCKS AND STONES OVER THREE-QUARTER (3/4") INCH IN DIAMETER. PLANTS SHOULD BE THOROUGHLY MOIST BEFORE REMOVING CONTAINERS.
 - G. PERFORM A PERCOLATION TEST BY FILLING EXCAVATED TREE HOLES WITH WATER; IF THE WATER LEVEL DOES NOT PERCOLATE WITHIN TWENTY-FOUR (24) HOURS, THE TREE NEEDS TO MOVE TO ANOTHER LOCATION OR HAVE DRAINAGE ADDED. CONTRACTOR TO REQUEST AN ORDER/PROPOSE A DRAINAGE SOLUTION IF THE PERCOLATION TEST FAILS.
 - H. BACKFILL ONLY WITH 5 PARTS EXISTING SOIL OR SANDY LOAM AND 1 PART BED PREPARATION. WHEN THE HOLE IS DEEP IN SOLID ROCK, TOPSOIL FROM THE SAME AREA SHOULD NOT BE USED. CAREFULLY SETTLE BY WATERING TO PREVENT AIR POCKETS; REMOVE THE BURLAP FROM THE TOP 1/3 OF THE BALL, AS WELL AS ALL NYLON, PLASTIC STRING AND WIRE. CONTAINER TREES WILL USUALLY BE ROOT BOUND, AND IF SO, FOLLOW STANDARD NURSERY PRACTICE OF "ROOT SCORING".
 - I. DO NOT OVER-PRUNE.
 - J. REMOVE NURSERY TAGS AND STAKES FROM ALL PLANTS.
 - K. REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLANTING. REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING.
 - L. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. ORIENT PLANTS FOR BEST APPEARANCE. PLANTS TO BE PERFECTLY UPRIGHT, REGARDLESS OF SURROUNDING GRADE; SEE DETAILS FOR PLANTING INSTRUCTIONS.
 - M. MULCH THE TOP OF THE BALL, DO NOT PLANT GRASS ALL THE WAY TO THE TRUNK OF THE TREE. LEAVE THE AREA ABOVE THE TOP OF THE BALL AND MULCH WITH AT LEAST THREE (3) INCHES OF SPECIFIED MULCH.
 - N. ALL PLANT BEDS AND TREES TO BE MULCHED WITH A MINIMUM SETTLED THICKNESS OF THREE (3) INCHES OVER THE ENTIRE BED OR PIT.
 - O. TREES AND LARGE SHRUBS SHALL BE STAKED AS SITE CONDITIONS REQUIRE. POSITION STAKES TO RESIST WINDS AGAINST SEASONAL PREVALENT WINDS AND GRADE CHANGE (TWO STAKES UPWIND/UPHILL).
 - P. PRUNING SHALL BE DIRECTED BY THE LANDSCAPE ARCHITECT AND SHALL BE PRUNED IN ACCORDANCE WITH THE FOLLOWING: FOLLOWS THE GENERAL FINISH PRUNING CLASS I PRUNING STANDARDS PROVIDED BY THE NATIONAL ARBORIST ASSOCIATION.
 - 1. DEAD WOOD, SUCKERS, BROKEN AND BADLY BRUSHED BRANCHES SHALL BE REMOVED. GENERAL TIPPING OF THE BRANCHES IS NOT PERMITTED. DO NOT CUT TERMINAL BRANCHES.
 - 2. BRANCHES SHALL BE DONE WITH CLEAN, SHARP TOOLS.
 - Q. STEEL EDGE INSTALLATION: EDGE SHALL BE ALIGNED AS INDICATED ON PLANS. STAKE OUT THE LIMITS OF STEEL CURBING AND OBTAIN OWNERS APPROVAL PRIOR TO INSTALLATION.
 - 1. ALL STEEL EDGING SHALL BE FREE OF KINKS AND BURRY PIT BENDS.
 - 2. TOP OF EDGING SHALL BE 3/4" MAXIMUM HEIGHT ABOVE FINAL FINISHED GRADE.
 - 3. STAKES ARE TO BE INSTALLED ON THE PLANTING BED SIDE OF EDGING, AS OPPOSED TO THE TURF SOIL.
 - 4. DO NOT INSTALL STEEL EDGING ALONG SIDEWALKS, CURBS, OR OTHER HARDSCAPE ELEMENTS.
 - 5. CUT STEEL EDGING AT 45-DEGREE ANGLE, WHERE EDGING MEETS SIDEWALKS OR CURBS, BY CHAMFERING TOP 3/4" TO BE FLUSH WITH TOP OF PAVEMENT.
 - R. BLOCKS OF SOD SHOULD BE LAID JOINT TO JOINT (STAGGERED JOINTS) AFTER FERTILIZING THE GROUND FIRST. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE. THE JOINTS BETWEEN THE BLOCKS OF SOD SHOULD BE FILLED WITH TOPSOIL WHERE THEY ARE GAPPED OPEN. THEN WATERED THOROUGHLY.
 - S. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED ALL TURF (SOD) AREAS WITH WINTER RYE GRASS AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET.
 - T. BERMUDA SEED TO BE ESTABLISHED BY THE CONTRACTOR IN THE FOLLOWING GROWING SEASON.
 - U. REFERENCE NOTES AND DETAILS FOR HYDROMULCH AND/OR SEED INSTALLATION.
 - 1. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, SEED ALL TURF AREAS WITH WINTER RYE GRASS AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET.
 - 2. BERMUDA SEED TO BE ESTABLISHED BY THE CONTRACTOR IN THE FOLLOWING GROWING SEASON.
- 3.3 CLEANUP AND ACCEPTANCE
 - A. DURING WORK, THE PREMISES SHALL BE KEPT NEAT AND ORDERLY AT ALL TIMES. STORAGE AREAS FOR ALL MATERIALS SHALL BE ORGANIZED SO THAT THEY ARE NEAT AND ORDERLY. ALL TRASH AND DEBRIS SHALL BE REMOVED FROM THE SITE AS WORK PROGRESSES. KEEP PAVED AREAS CLEAN BY SWEEPING OR HOSEING THEM AT THE END OF EACH WORKDAY.
 - B. REPAIR RUTS, HOLES, AND SCARS IN GROUND SURFACES.
 - C. ENSURE THAT WORK IS COMPLETE, AND PLANT MATERIALS ARE IN VIGOROUS AND HEALTHY GROWING CONDITION.
 - D. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR WHEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY. A WRITTEN NOTICE REQUESTING FINAL INSPECTION AND ACCEPTANCE SHOULD BE SUBMITTED TO THE OWNER AT LEAST 7 DAYS PRIOR TO COMPLETION, AN ON-SITE INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE WILL BE COMPLETED PRIOR TO WRITTEN ACCEPTANCE.
 - E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS, OR WITHIN A TIMEFRAME AGREED UPON BY THE OWNER.
 - F. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.



ELECTRIFY AMERICA, L.L.C.
 1950 OPPORTUNITY WAY
 SUITE 1500
 RESTON, VIRGINIA 20190



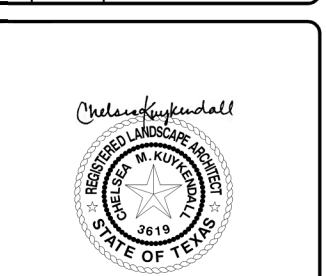
11401 LAMAR AVENUE
 OVERLAND PARK, KS 66211
 (913) 458-2000



Texas Board of Professional Engineers
 and Land Surveyors Reg. No. F-2369
 4500 Mercantile Plaza Drive, Suite 2200 Fort Worth, Texas 76137
 682.268.2200

PROJECT NO:	197479
DRAWN BY:	TRD
CHECKED BY:	CMK

REV	DATE	DESCRIPTION

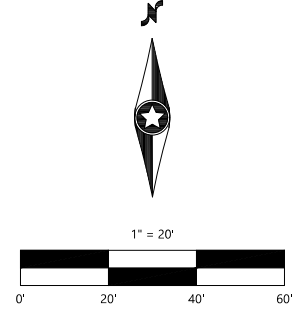
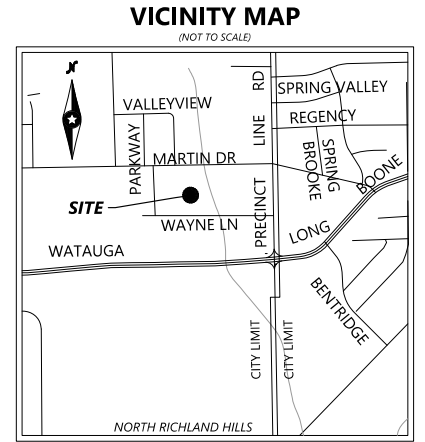
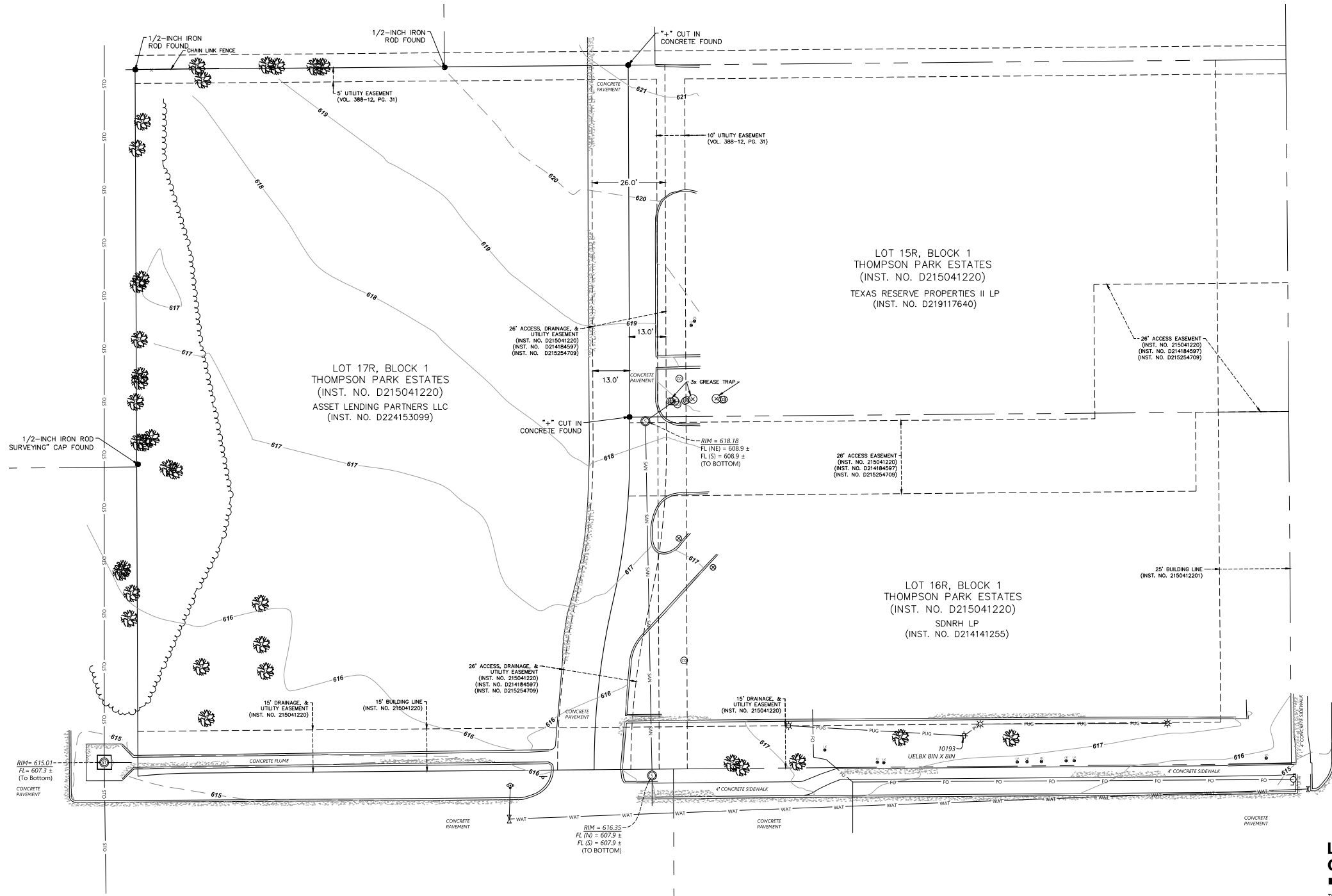


01/30/2026

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL LANDSCAPE ARCHITECT, TO ALTER THIS DOCUMENT.

6421 PRECINCT LINE RD,
 NORTH RICHLAND HILLS,
 TEXAS 76182

SHEET TITLE
LANDSCAPE SPECIFICATIONS & DETAILS
 SHEET NUMBER
LS-4



LEGEND

	SANITARY MANHOLE		POWER UNDERGROUND
	SEWER CLEANOUT		SANITARY SEWER
	STORM MANHOLE		STORM SEWER
	HYDRANT		WATERMAIN
	GATE VALVE		FIBER OPTIC
	STREET LIGHT		FENCE LINE
	POWER POLE		CURB & GUTTER
	STEEL/WOOD POST		CONCRETE SURFACE
	SIGN		TREE LINE
	IRRIGATION VALVE		BOUNDARY LINE
	DECIDUOUS TREE		RIGHT-OF-WAY LINE
	FOUND MONUMENT (SEE LABEL)		LOT LINE
			EASEMENT LINE

GENERAL NOTES

- Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, US Survey Foot, based on observations made on May 8, 2025 with a combined scale factor of 1.000000.
- Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Parker County, Texas and Incorporated Areas, Map No. 48439C0050K, Community-Panel No. 480600 0060 K, Revised Date: September 25, 2009. All of the subject property is shown to be located in Zone "X" on said map. Relevant zones are defined on said map as follows:
Zone "X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.
- This is a topographic exhibit only. All boundary and title exception lines displayed are approximate and shown for graphical reference. The approximate boundary line was placed using found monumentation, but a full boundary survey was not performed on the subject property and this survey does not meet Texas Minimum Standards for Boundary Surveys. This survey is only intended to depict observed features and improvements shown.
- Elevations are based on NAVD88 Datum.
- The subject property is zoned "GC" General Commercial per the City of Haslet zoning map. No zoning information was provided by the client. For zoning code, contact the City of Austin planning department.
- No underground utilities have been located and/or shown on this survey. Only visible and apparent above ground utility appurtenances are shown. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

**ITEMS OF RECORD PER TITLE REPORT
ORD-3703137-C0S3C0 & ORD-370465-W7Z7Y8**

1) Deed	10/22/1993	Book 11290 Page 1814	Does Not Affect
2) Reciprocal Easement Agreement	08/25/2014	Instrument No. D214184597	Affects as shown heron
3) First Amendment Reciprocal Easement Agreement	11/11/2015	Instrument No. D215254709	Affects as shown heron
4) Easement Agreement	06/08/2016	Instrument No. D216123360	Does not Affect
5) Affidavit and Memorandum of Contract	06/04/2024	Instrument No. D224097407	Blanket in nature
6) Lots 15 thru 27, Block 1 & All of Block 2 Thompson Park Estates		Plat Book 388 Page 12	Affects as shown heron
7) Lots 15 r, 16R and 17R, Block 1 Thompson Park Estates	03/02/2015	Instrument No. D215041220	Affects; same as subject property

**LEGAL DESCRIPTION PER TITLE REPORT
ORD-3703137-C0S3C0 & ORD-370465-W7Z7Y8**

TRACT 1 (including any improvements):
 Lot 17R, Block 1 of THOMPSON PARK ESTATES, an addition to the City of North Richland Hills, Tarrant County, Texas, according to the Replat thereof recorded under Clerk's File No. D215041220, Plat Records, Tarrant County, Texas.

TRACT 2 (Easement Estate):
 Non-exclusive Easement Estate as created by Reciprocal Easement Agreement dated June 30, 2014, executed by H. Keith Bertelson, an individual and SDNRH LP, a Texas limited Partnership filed August 25, 2014, recorded under Clerk's File No. D214184597, Real Property Records, Tarrant Count, Texas, as affected by First Amended recorded under Clerk's File No. D21554709, Real Property Records, Tarrant County, Texas.

SURVEYOR'S STATEMENT

I hereby certify that this plan was prepared by me and under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Texas. The field work was completed on 05/08/2025.

Dustin C. Pustejovsky 2025-05-14
 Dustin C. Pustejovsky, PLS
 Texas License No. 6690, Expiration 12/31/2025
 dustin.pustejovsky@westwoodsps.com



FOR REFERENCE ONLY

DRAWN: MMJ
 CHECKED: DCP
 SCALE: 1" = 20'

INITIAL ISSUE: 05/08/25
 REVISIONS:

PREPARED FOR:
ELECTRIFY AMERICA, LLC
 RESTON, VIRGINIA 20190

**LOT 17R, BLOCK 1
 THOMPSON PARK ESTATES**
 BEING OUT OF THE
 TANDY K. MARTIN SURVEY, ABSTRACT NO. 1055,
 TARRANT COUNTY, TEXAS

Westwood
 Phone (817) 562-3350 9800 HILLWOOD PKWY., STE 250
 FORT WORTH, TX 76177
 westwoodps.com
 Westwood Professional Services, Inc.
 TSPS ENGINEERING FIRM REGISTRATION NO. 11756
 TSPS SURVEYING FIRM REGISTRATION NO. 10074501

TOPOGRAPHIC
 EXHIBIT

PROJECT NUMBER: R0034170.0215 DATE: 05/08/2025

SHEET NUMBER:
 1 OF 1

**Reid Peevey Commercial
2420 Wycon Drive, Suite 301
Waco, TX 76712**

January 16, 2026

Clayton Husband
Principal Planner
City of North Richland Hills
4301 City Point Drive
North Richland Hills, TX 76180


Dear Mr. Husband,

I am the managing member of the LLC that owns property located at 6417 Precinct Line Road in North Richland Hills, and am writing you to voice our support for the proposed electric vehicle fast charging station proposed to be built on the vacant lot behind our property with an address of 6421 Precinct Line Road.

This will be a complementary use and benefit the business located at our property, Shipley Do-Nuts, and surrounding businesses, by providing a boost in sales from the customers of the EV charging station and by providing an amenity to the customers. Additionally, this is an environmentally friendly use which will be operated by a corporation with national presence and first class operations, which will complement the surroundings and increase the value of the tax parcel.

I am available to discuss further at your convenience.

Sincerely,

DocuSigned by:

5780D588E116486...
Randy Reid

1/19/2026

**Texas Reserve Properties
2500 Milfoil Cove
Austin, Texas 78704**

January 15, 2026

Mr. Clayton Husband
Principal Planner
City of North Richland Hills
4301 City Point Dr.
North Richland Hills, TX 76180

RE: Proposed EV Charging Station - 6421 Precinct Line Rd

Dear Mr. Husband:

I am the owner of the Starbucks property at 6425 Precinct Line Rd in North Richland Hills, and wanted to communicate thoughts regarding the EV charging station proposed to be built behind my property at 6421 Precinct Line Rd.

By way of background and experience, I have been in the commercial retail property business for over forty years as an owner, investor, and developer.

My experience tells me that the proposed EV charging station use - is, in fact, an excellent use for this tract of land, for the following reasons:

- It is an environmentally clean use.
- It will bring benefits and additional traffic to support the nearby food service businesses, including that of my tenant, Starbucks.
- The corporate user / operator is an established national scale business, that will bring quality to the operation.
- The subject property does not have frontage, direct access, visibility, or signage on Precinct Line Rd, which are all major considerations for virtually every retail business, and will inherently limit the commercial potential of this site.
- The proposed use will increase the valuation and property tax revenue potential of the tract, to the benefit of the City of North Richland Hills.

In summary, in my experience, it would be a mistake to deny this use based on a desire for another pure retail operator, or a theoretical "higher and better" use, as it seems to me this may very well be the highest and best use of this landlocked tract.

I would be happy to discuss any aspect of this further with you at your convenience.

Best regards,

Texas Reserve Properties
James McCurry
James E. McCurry Jr., CEO

Signature: 
James McCurry (Jan 16, 2026 11:42:48 CST)

Email: jamesmccurry@earthlink.net

**MINUTES OF THE WORK SESSION AND REGULAR MEETING
OF THE PLANNING AND ZONING COMMISSION OF THE
CITY OF NORTH RICHLAND HILLS, TEXAS
HELD IN THE CITY HALL, 4301 CITY POINT DRIVE
MARCH 19, 2026**

C.1 ZC25-0149 PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM ELECTRIFY AMERICA LLC FOR A SPECIAL USE PERMIT FOR AN ACCESSORY NON-REQUIRED OFF-STREET PARKING LOT FOR ELECTRIC VEHICLE CHARGING AT 6421 PRECINCT LINE ROAD, BEING 0.975 ACRES DESCRIBED AS LOT 17R, BLOCK 1, THOMPSON PARK ESTATES.

APPROVED

Vice Chair Carpenter introduced the item, opened the public hearing, and called for Principal Planning Clayton Husband to present the request. Mr. Husband presented the request.

Vice Chair Carpenter called for the applicant to present the request.

Nathan Nickerson, representing Common Ground, 612 Rocky Ledge Road, Westlake Hills, Texas, presented the request.

Breanne Mocaby, representing Black & Veatch, 11401 Lamar Avenue, Overland Park, Kansas, presented the request.

Commissioner McMahon and applicants discussed landscaping and signage for the project.

Commissioner Narayana and applicant discussed the potential use of the adjacent parking lot at Home Depot.

Vice Chair Carpenter and applicant discussed customer demand and typical length of stay for charging vehicles.

Vice Chair Carpenter called for Mr. Husband to present the staff report. Mr. Husband presented the staff report.

Commissioner McMahon and Mr. Husband discussed outdoor lighting for the site.

Commissioner Narayana and Mr. Husband discussed the power supply to the site and whether generators would be used for the project.

Vice Chair Carpenter called for anyone wishing to speak for or against the request to come forward.

Quy Bui, 9216 Martin Drive, North Richland Hills, Texas, spoke in opposition to the request and discussed concerns about noise.

Steve Taggart, 9212 Martin Drive, North Richland Hills, Texas, spoke in opposition to the request and discussed concerns about noise and traffic.

Vice Chair Carpenter called for anyone wishing to speak for or against the request to come forward. There being no one else wishing to speak, Chair Stamps closed the public hearing.

Vice Chair Carpenter and Mr. Husband discussed other development proposals considered on the property.

Commissioner Narayana and Mr. Husband discussed the potential uses for the property allowed by the current zoning.

Commissioner McMahon and the applicants discussed electrical power supply to the site, the applicant's discussions with Oncor, and the height of the screening wall.

Vice Chair Carpenter and Mr. Husband discussed other locations for electric vehicle charging in North Richland Hills.

A MOTION WAS MADE BY COMMISSIONER MCMAHON, SECONDED BY ALTERNATE KERBY TO APPROVE ZC25-0149. MOTION TO APPROVE CARRIED 4-0.

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: ZC26-0157, Ordinance No. 3952, Public hearing and consideration of a request from Hernandez and Son's LLC for a special use permit for a permanent accessory building at 7228 Bursey Road, being 2.07 acres described as Lot 1, Block 1, Griffin Addition.

PRESENTER: Clayton Husband, Principal Planner

SUMMARY:

On behalf of Robert and Tosha Robson (owners), Hernandez and Son's LLC is requesting a special use permit for a permanent accessory building on 2.07 acres at 7228 Bursey Road.

GENERAL DESCRIPTION:

The property under consideration is a two-acre lot located on the south side of Bursey Road between Douglas Lane and Londonderry Drive. The property has 143 feet of frontage on Bursey Road and is approximately 616 feet deep. The property is developed with a single-family residence constructed in 1997 and a swimming pool and detached garage.

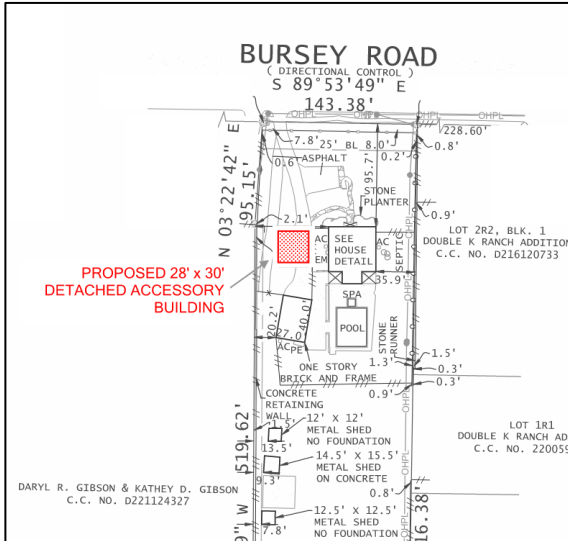
The owner intends to construct a 1,232-square-foot permanent accessory building on the lot. This type of building is permitted by right on the property. However, the building exceeds the maximum allowed size and other standards required by the zoning ordinance. As a result, the owner is requesting a special use permit for the building to address proposed modifications to these standards. A description of the request is attached, as well as a plot plan and building plans for the proposed structure.

Permanent accessory building

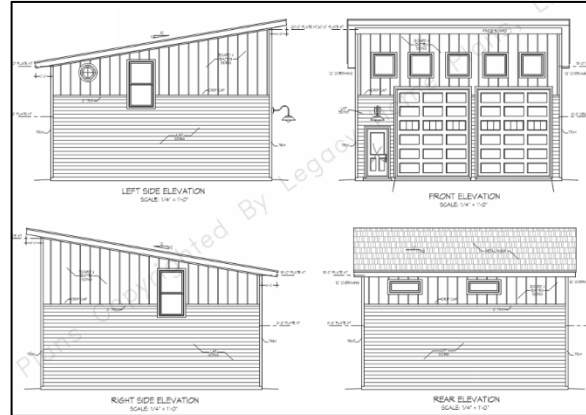
The building is intended to be used as a detached garage. The building would be located west of the house on the property. The building has a total size of 1,232 square feet, including a ground floor of 840 square feet and an upper floor loft of 392 square feet. The owner indicates the upper floor would be used for storage. The overall building height is 21 feet, and wall heights range from 20 feet on the front to 15 feet on the rear. The shed-style roof design has a 2:12 roof pitch. The exterior walls are finished with siding. The plot plan and conceptual elevations of the building are shown below.

The existing detached garage exceeds 200 square feet in size, which counts as a separate permanent accessory building. Since the zoning ordinance permits only one permanent accessory building on a lot, the special use permit request also includes the

allowance for two buildings on the property, given the existing conditions of the site. The owner indicates the existing building would be converted into a pool house.



PLOT PLAN (PARTIAL)



CONCEPTUAL ELEVATIONS

[Section 118-718\(c\)](#) of the zoning ordinance establishes the requirements and standards for permanent accessory buildings and structures. For lots greater than 40,000 square feet in area, the zoning ordinance allows for consideration of a special use permit for varying from specific development standards. The applicant is requesting modifications to the design standards described in the table below.

DEVELOPMENT STANDARD	PROPOSED BUILDING
<u>Maximum floor area</u> <ul style="list-style-type: none"> 2,254 square feet (2.5% of lot area) 	<ul style="list-style-type: none"> Proposed building: 1,232 square feet (including loft) Existing building: 1,080 square feet Combined buildings: 2,321 square feet (2.56%)
<u>Wall height</u> <ul style="list-style-type: none"> 12 feet (buildings 501 square feet or larger) 	<ul style="list-style-type: none"> 20 feet (front) 15 feet (rear)
<u>Roof pitch</u> <ul style="list-style-type: none"> 4:12 roof pitch required 	<ul style="list-style-type: none"> 2:12 roof pitch proposed
<u>Number of buildings</u> <ul style="list-style-type: none"> One building allowed per lot 	<ul style="list-style-type: none"> Two buildings (one new, one existing)

VISION 2030 COMPREHENSIVE PLAN: This area is designated on the Vision 2030 Land Use Plan as Low Density Residential. This designation promotes quality neighborhoods of conventional suburban single-family detached homes. General



characteristics of these neighborhoods include a density of two to six dwelling units per acre and houses of one- and two-stories.

CURRENT ZONING: The property is zoned RE-1 (Residential Estate). This district is intended to provide areas for very low density development of single-family detached dwelling units that are constructed at an approximate density of one unit per acre in a quasi-rural setting. The district is specifically planned to allow for the keeping of livestock in a residential setting.

SURROUNDING ZONING | LAND USE:

DIRECTION	ZONING	LAND USE PLAN	EXISTING LAND USE
NORTH	<i>SF-8.4 Single-Family Residential (City of Keller)</i>	<i>High Density Single Family (City of Keller)</i>	Single-family residences
WEST	AG (Agricultural)	Low Density Residential	Single-family residence
SOUTH	R-2 (Single-Family Residential)	Low Density Residential	Single-family residence
EAST	R-1 (Single-Family Residential) RE-1 (Residential Estate)	Low Density Residential	Single-family residences

PLAT STATUS: The property is platted as Lot 1, Block 1, Griffin Addition.

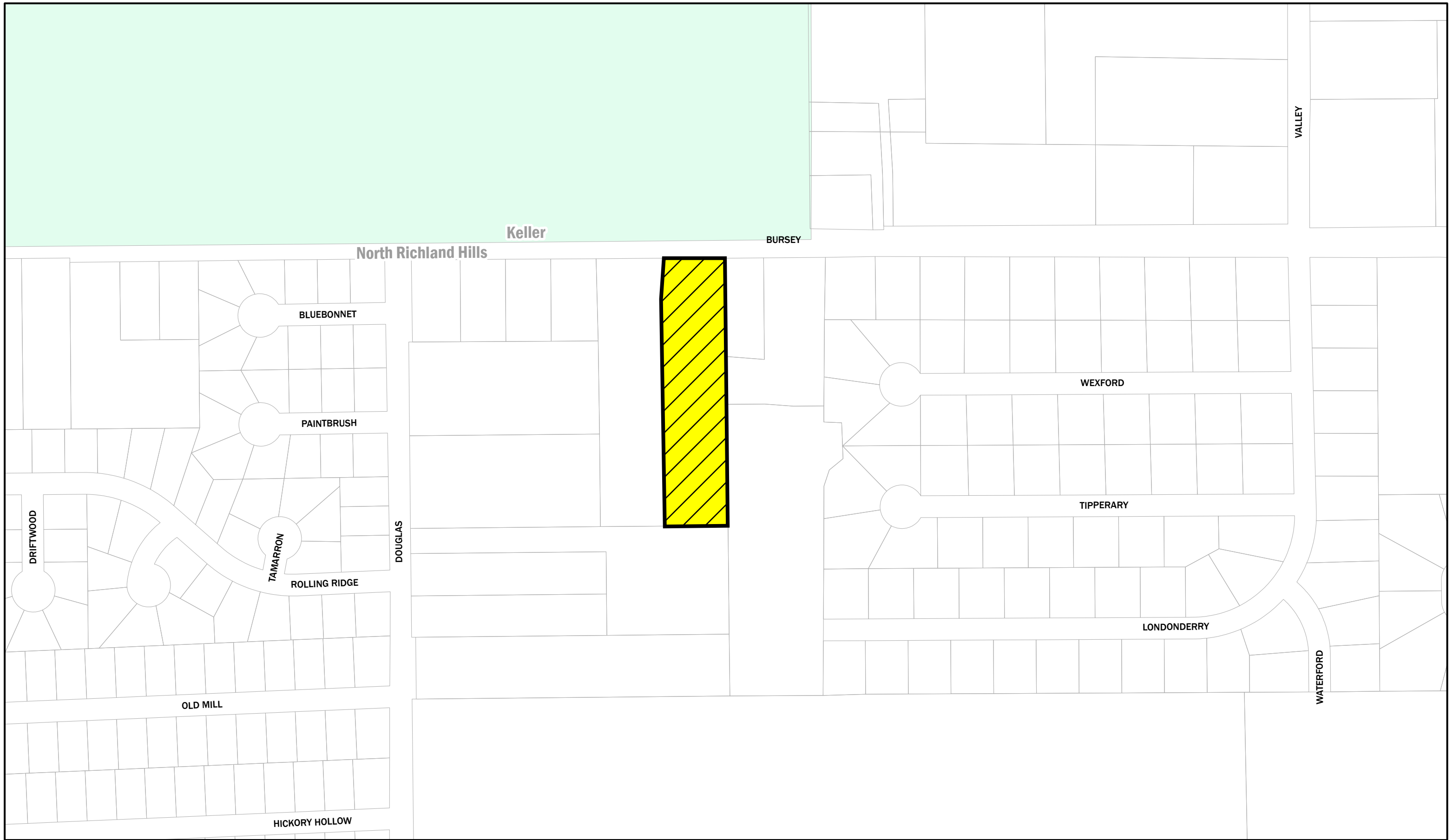
PLANNING AND ZONING COMMISSION: The Planning and Zoning Commission conducted a public hearing and considered this item at the March 19, 2026, meeting and voted 4-0 to recommend approval.

DRC RECOMMENDATION. Modifications to design standards for permanent accessory buildings are subject to approval of a special use permit or other zoning action.

The DRC recommendation for approval of the special use permit for the permanent accessory building is based on previous approvals of buildings in similar contexts.

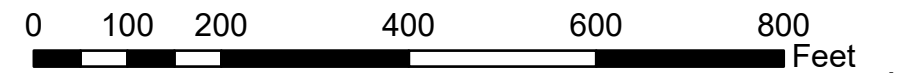
RECOMMENDATION:

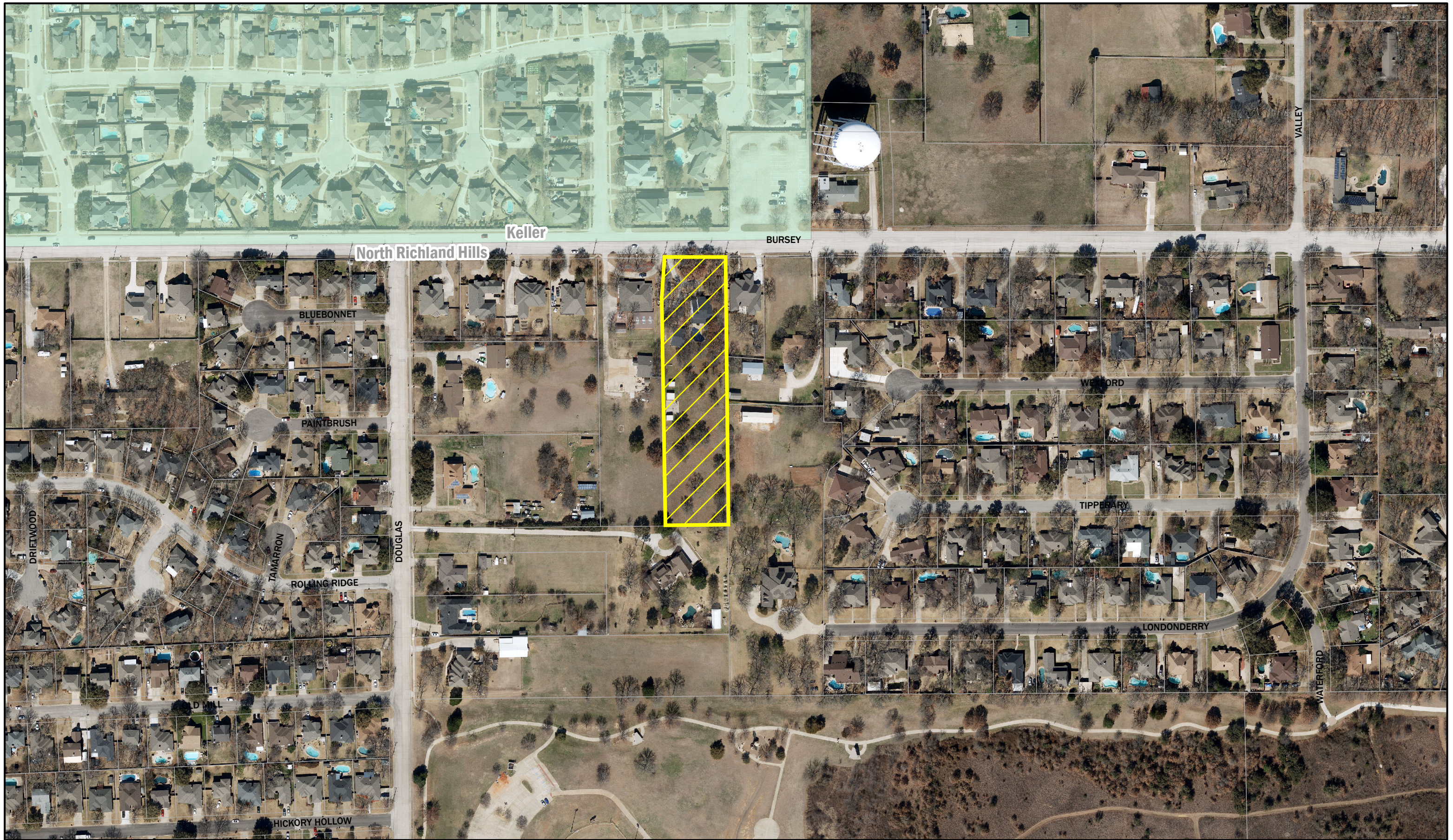
Approve Ordinance No. 3952.



Prepared by Planning & Zoning Department

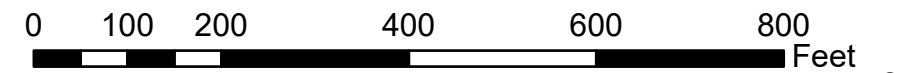
DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





Prepared by Planning & Zoning Department

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200



PUBLIC HEARING NOTICE

CASE: ZC26-0157

«OWNER»
«MAILING_ADDRESS»
«CITY_STATE» «ZIP»

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

APPLICANT	Hernandez and Son’s LLC (on behalf of Robert Robson)
LOCATION	7228 Bursey Road
REQUEST	Public hearing and consideration of a request from Hernandez and Son’s LLC for a special use permit for a permanent accessory building at 7228 Bursey Road, being 2.07 acres described as Lot 1, Block 1, Griffin Addition.
DESCRIPTION	Request for a special use permit for a detached permanent accessory building. Proposed building is 1,232 square feet in size and to be used as a detached garage and storage.
PUBLIC HEARING DATES	Planning and Zoning Commission 7:00 PM Thursday, March 19, 2026 City Council 7:00 PM Monday, April 13, 2026
MEETING LOCATION	City Council Chamber - Third Floor 4301 City Point Drive North Richland Hills, Texas

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

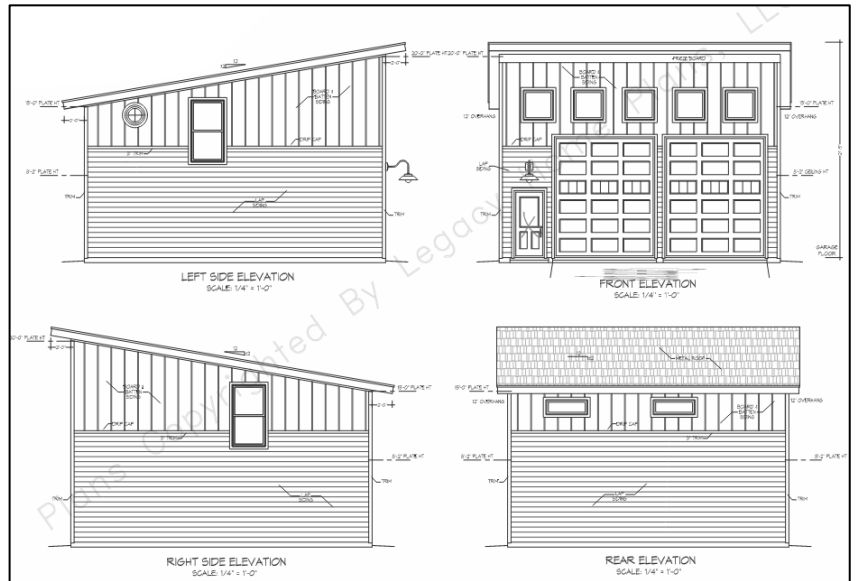
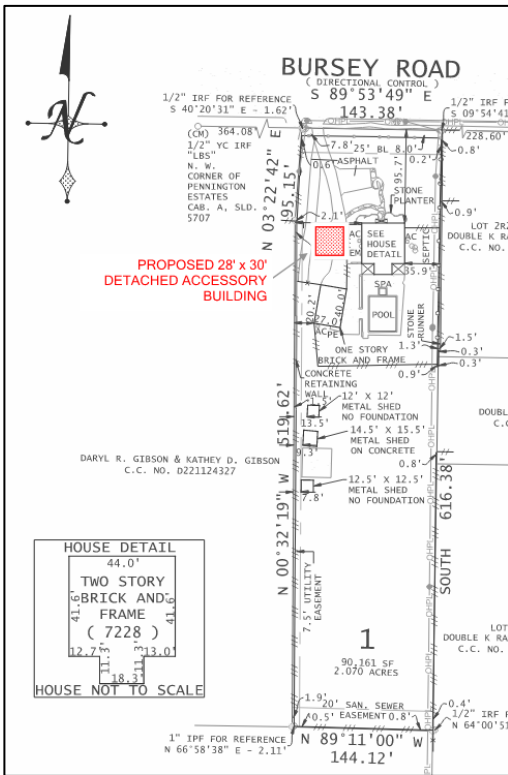


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0 100 200 400 600 800 Feet



**NOTIFIED PROPERTY OWNERS
ZC26-0157**

OWNER	MAILING ADDRESS	CITY STATE	ZIP
ATKINSON, TRENTON CLAY	7218 BURSEY RD	NORTH RICHLAND HILLS TX	76182
CITY OF KELLER COMMUNITY DEVELOPMENT DEPT	1100 BEAR CREEK PWY	KELLER TX	76248
DAVIS, GARY & AMANDA	7936 DOUGLAS LN	NORTH RICHLAND HILLS TX	76182
DUONG, TRANG	7224 BURSEY RD	NORTH RICHLAND HILLS TX	76182
GRIGGS, BOB E & SUSAN A	7729 LONDONDERRY DR	NORTH RICHLAND HILLS TX	76182
LATHAM, MATT & BARBARA	7236 BURSEY RD	NORTH RICHLAND HILLS TX	76182
NELSON, ARNOLD LEE	7936 DOUGLAS LN	NORTH RICHLAND HILLS TX	76182
PICKNEY, EDWARD LEE	7300 BURSEY RD	NORTH RICHLAND HILLS TX	76182
ROSON, ROBERT J	7228 BURSEY RD	NORTH RICHLAND HILLS TX	76182
SANDOVAL, TRICIA	7820 DOUGLAS LN	NORTH RICHLAND HILLS TX	76182
WEST, CURTIS A & ANDRA	7900 DOUGLAS LN	NORTH RICHLAND HILLS TX	76182

APPLICATION INFORMATION

Zoning Case ZC25-0157
7228 Bursley Road
, North Richland Hills, Texas

The following information was submitted with the application on the NRH E-SERVICES PORTAL on February 10, 2026.

DESCRIPTION

A new detached garage will be built in front of the already existing garage. The new garage will be used as a car storage and an office space or storage with half a bath. The garage measures 28' x 30' totaling 840 sqft. The already existing garage will be used as a pool house and entertainment. The building height max will be 21' 5" at the top plate and shingles. The rear elevation reaches a height of 15'. The wall height is 20' open concept in the front elevation, with a 15' wall height at the rear elevation. Roof pitch is at 2/12 with a 12" eave and 24" overhang. Two glass see through garage doors measuring 10'x12' and one passenger door. Please let me know if there are any other questions. The shingles are to match the main home and existing garage. Exterior facade will be siding and barn & batten to match the main house with black window frames. Paint to match the main house. The new garage will not be used as an accessory dwelling, it is car storage and possibly an office use only.

**ORDINANCE NO. 3952
ZONING CASE ZC26-0157**

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING THE COMPREHENSIVE PLAN AND THE COMPREHENSIVE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT TO ALLOW A PERMANENT ACCESSORY BUILDING TO BE LOCATED AT 7228 BURSEY ROAD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Zoning Ordinance of the City of North Richland Hills regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, the City Council has previously passed an ordinance adopting the Vision2030 Land Use Plan as the primary document on which to base all zoning, platting, and other land use decisions; and

WHEREAS, the Vision2030 Land Use Plan map provides guidance for future development in conformance with the adopted Vision2030 Land Use Plan; and

WHEREAS, the Zoning Ordinance of the City of North Richland Hills requires the issuance of a special use permit for an accessory building for the purpose of varying from specific development standards on lots 40,000 square feet or greater in area; and

WHEREAS, the owner of the property located at 7228 Bursey Road (the "Property") has filed an application for a special use permit for a permanent accessory building; and

WHEREAS, the Planning and Zoning Commission of the City of North Richland Hills, Texas, held a public hearing on March 19, 2026, and the City Council of the City of North Richland Hills, Texas, held a public hearing on April 13, 2026, with respect to the special use permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for rezoning the Property; and

WHEREAS, upon review of the application, and after such public hearing, the City Council finds that granting the request herein furthers the purpose of zoning as set forth in the Zoning Ordinance of the City of North Richland Hills and that the zoning change should be granted, subject to the conditions imposed herein.

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

SECTION 1: The Zoning Ordinance of the City of North Richland Hills is hereby amended by approving a special use permit to authorize a permanent accessory building on Lot 1, Block 1, Griffin Addition, commonly referred to as 7228 Bursey Road, as described and shown on **Exhibit "A,"** attached hereto and incorporated for all purposes.

SECTION 2: The City Council finds that the information submitted by the applicant pursuant to the requirements of the Zoning Ordinance is sufficient to approve the special use permit in accordance with the Land Use and Development Regulations, set forth in **Exhibit "B,"** and the Site Plan Exhibits, set forth in **Exhibit "C,"** both of which are attached hereto and incorporated for all purposes.

SECTION 3: That the official map of the City of North Richland Hills is amended and the Director of Planning is directed to revise the official zoning map to reflect the approved special use permit, as set forth above.

SECTION 4: The use of the property described above shall be subject to all applicable regulations contained in the Building and Land Use Regulations and all other applicable and pertinent ordinances of the City of North Richland Hills.

- SECTION 5:** This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, City of North Richland Hills, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.
- SECTION 6:** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.
- SECTION 7:** Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.
- SECTION 8:** All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.
- SECTION 9:** The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this Ordinance as required by law, if applicable.
- SECTION 10:** This Ordinance shall be in full force and effect upon publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

By: _____
Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Cori Reaume, Director of Planning

Exhibit A – Property Description – Ordinance No. 3952 – Page 1 of 1

Special Use Permit Case ZC26-0157

Lot 1, Block 1, Griffin Addition

7228 Bursey Road, North Richland Hills, Texas

BEING Lot 1, Block 1, Griffin Addition, an addition in Tarrant County, Texas, according to the map or plat thereof recorded in Cabinet A, Slide 3904, Plat Records, Tarrant County, Texas.

Exhibit B – Land Use and Development Regulations – Ordinance No. 3952 – Page 1 of 1

Special Use Permit Case ZC26-0157
Lot 1, Block 1, Griffin Addition
7228 Bursey Road, North Richland Hills, Texas

This Special Use Permit (SUP) must adhere to all the conditions of the North Richland Hills Code of Ordinances, as amended, and the base zoning district of RE-1 (Residential Estate). The following regulations are specific to this Special Use Permit. Where these regulations conflict with or overlap another ordinance, easement, covenant or deed restriction, the more stringent restriction prevails.

- A. *Permitted use.* A special use permit is authorized for one (1) new permanent accessory building on the property. The existing permanent accessory building may remain on the property.
- B. *Permanent accessory building.* The permanent accessory building must comply with Section 118-718(c) of the zoning ordinance and the standards described below.
 - 1. The site improvements must be constructed as shown on the site plan attached as Exhibit “C.”
 - 2. The accessory building must not exceed one thousand two hundred thirty-two (1,232) square feet in floor area, including loft space on the upper floor.
 - 3. The height of the walls of the building must not exceed twenty (20) feet.
 - 4. The roof pitch must be a minimum of 2:12 pitch.
 - 5. A maximum of two (2) permanent accessory buildings may be permitted on the property.
- C. *Amendments to Approved Special Use Permits.* An amendment or revision to the special use permit will be processed in the same manner as the original approval. The application for an amendment or revision must include all land described in the original ordinance that approved the special use permit.

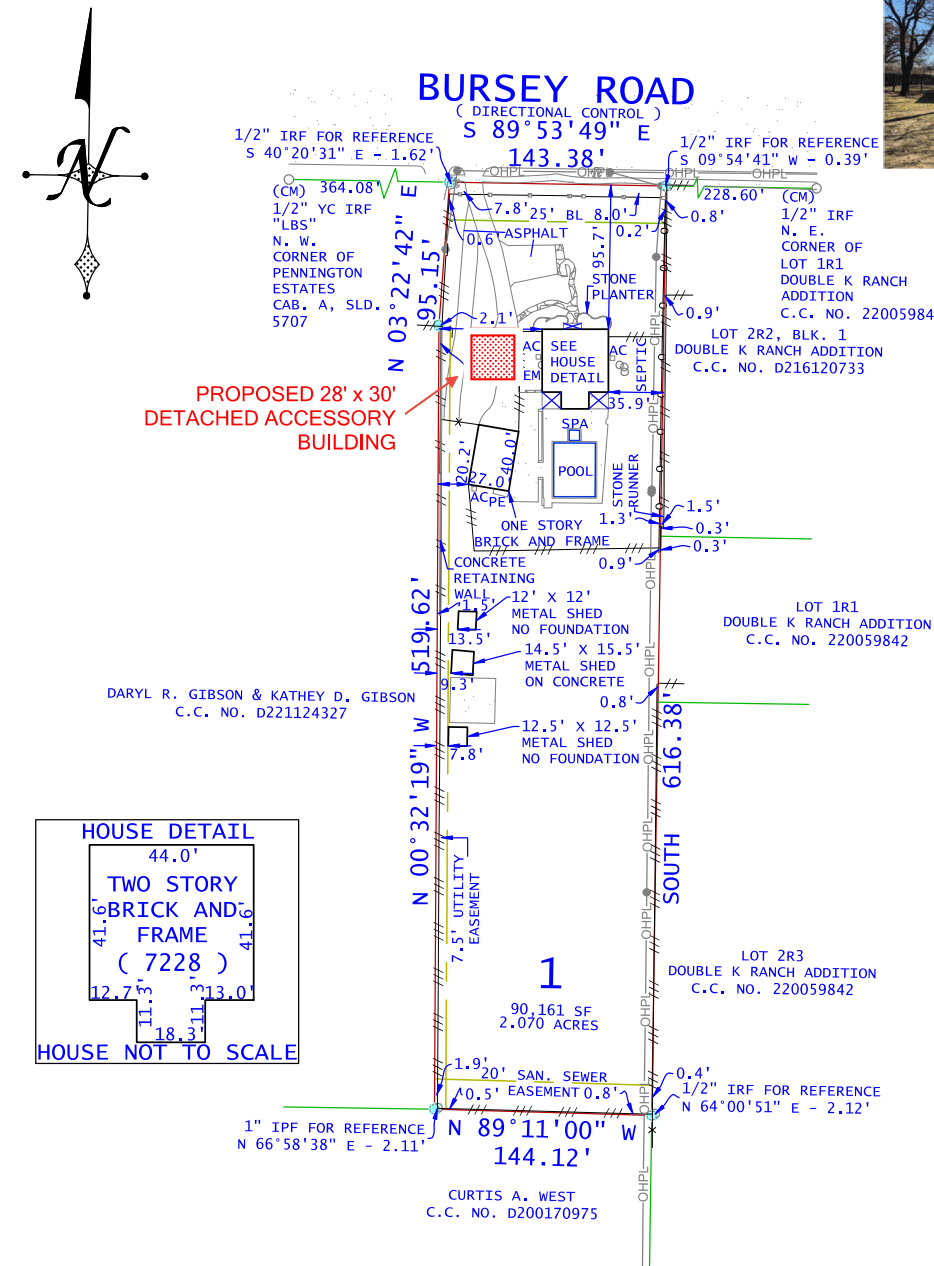
2701 SUNSET RIDGE DRIVE, STE 303
 ROCKWALL, TEXAS 75032
 FIRM REGISTRATION NO. 10194366

FINAL SURVEY



BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090
 This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 7228 BURSEY ROAD, in the City of NORTH RICHLAND HILLS, TARRANT County, Texas.

BEING Lot 1, Block 1, GRIFFIN ADDITION, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 3904, Plat Records, Tarrant County, Texas.



THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE.

This parcel depicted hereon is a true, correct, and accurate representation of the property as determined by survey; The lines and dimensions of said property being as indicated by the plat; The size, location, and type(s) of building(s) are as shown, all improvements being within the boundaries of the property setback from the property lines the distance indicated.

TITLE AND ABSTRACTING WORK FURNISHED BY HERNANDEZ AND SONS LLC. THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.

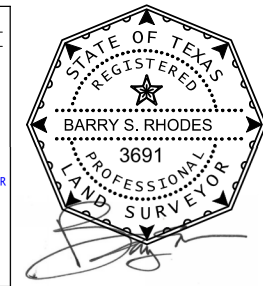
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 Date: 02/05/2026
 G. F. No.: N/A
 Job no.: 202600838
 Drawn by: JSR

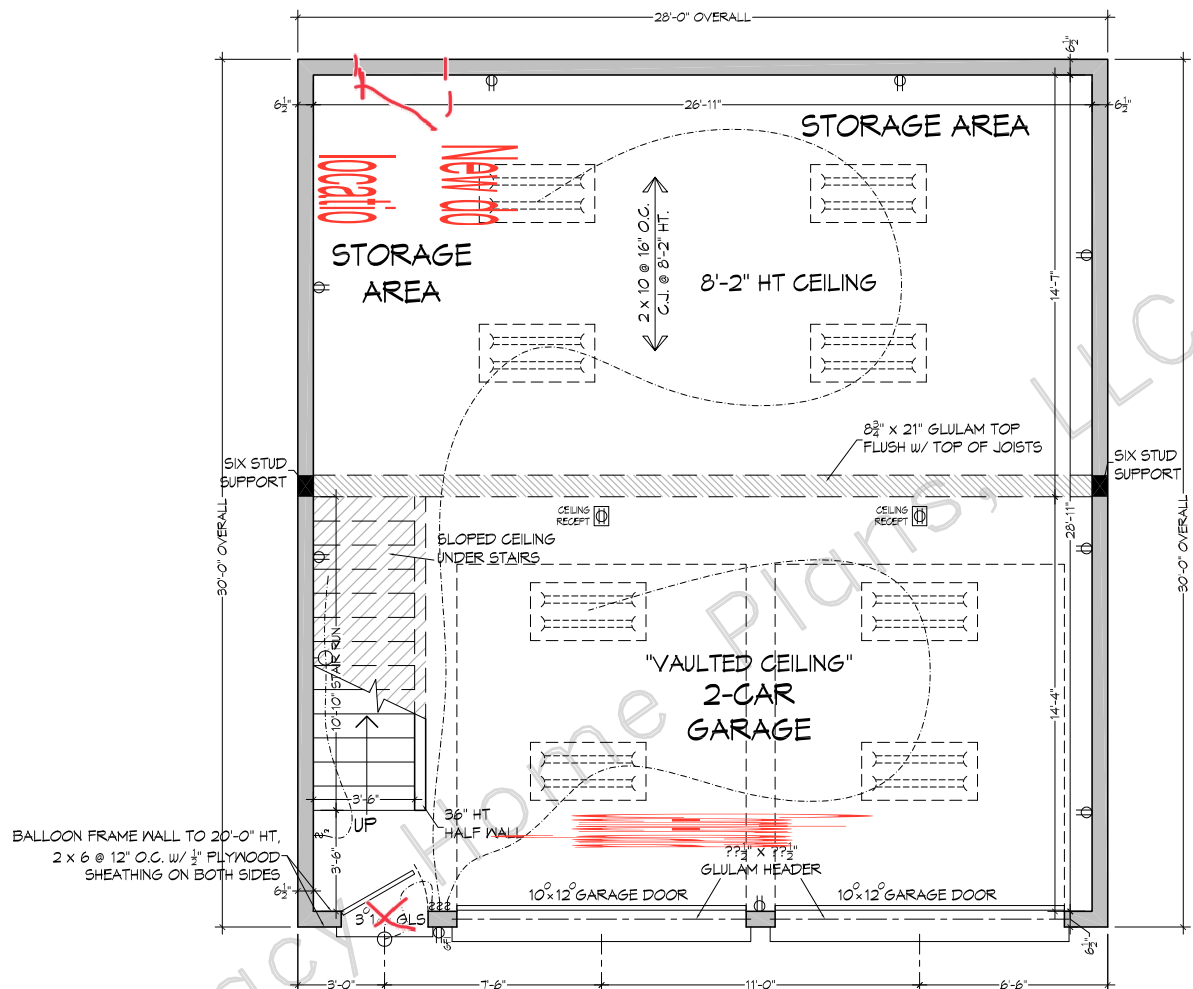
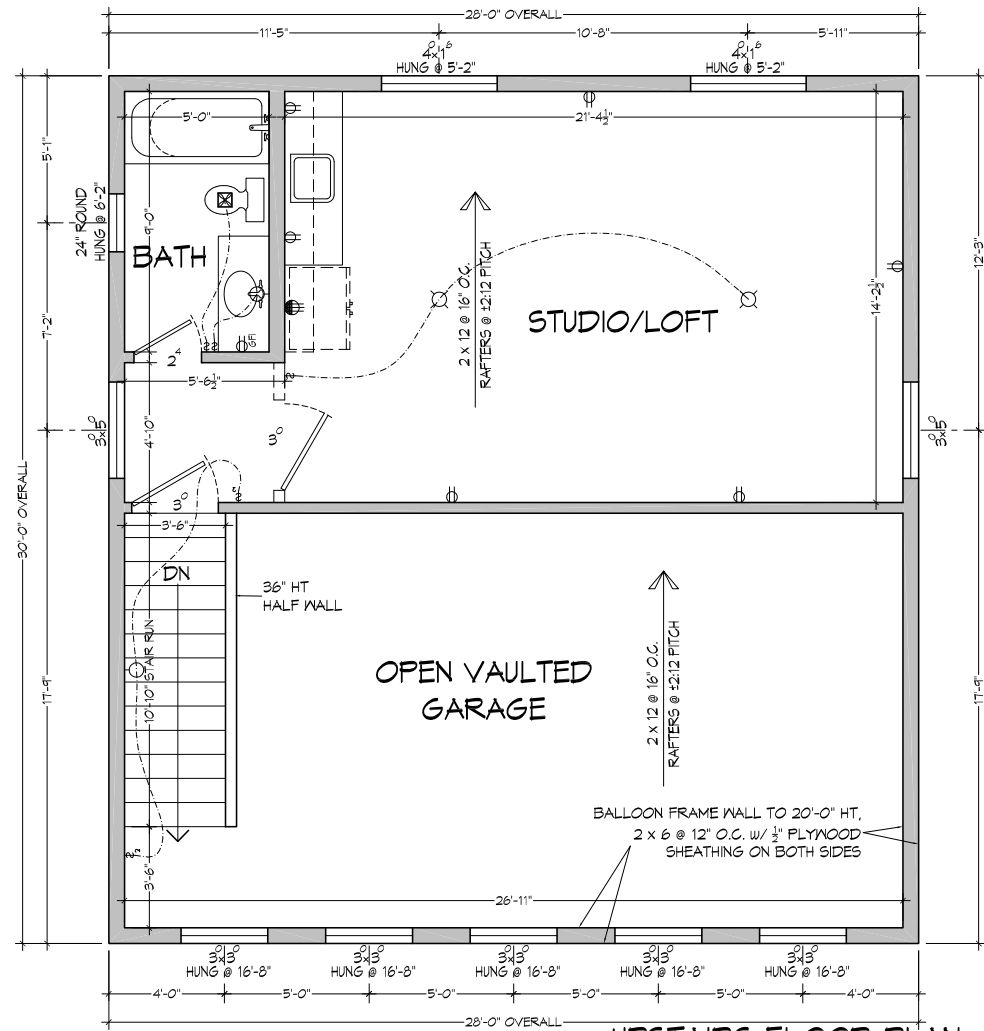
USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR HERNANDEZ AND SONS LLC.

LEGEND

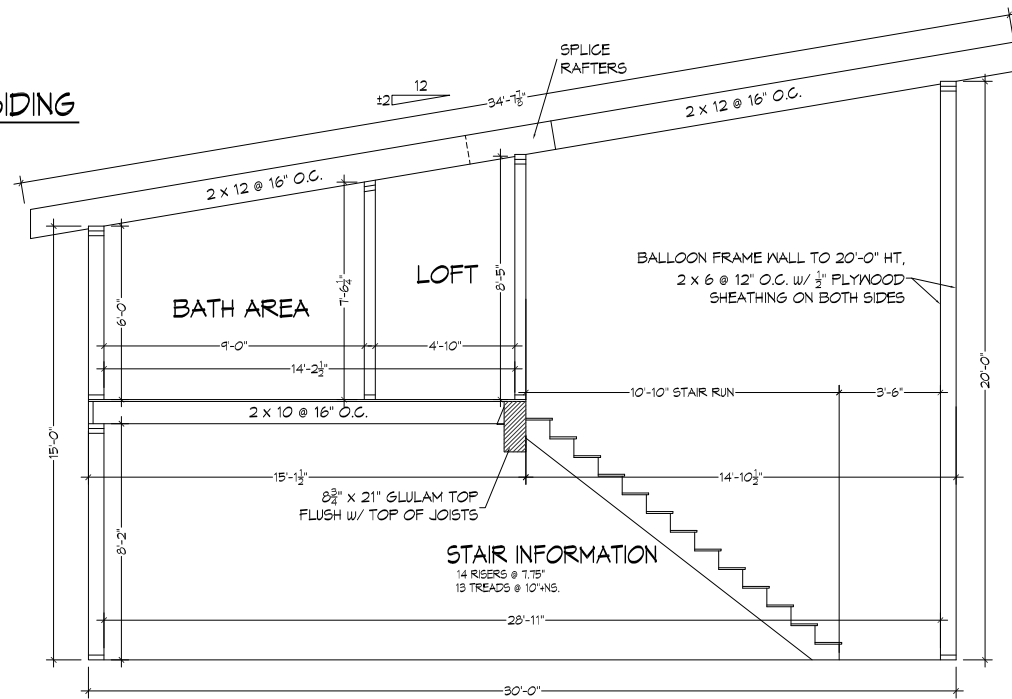
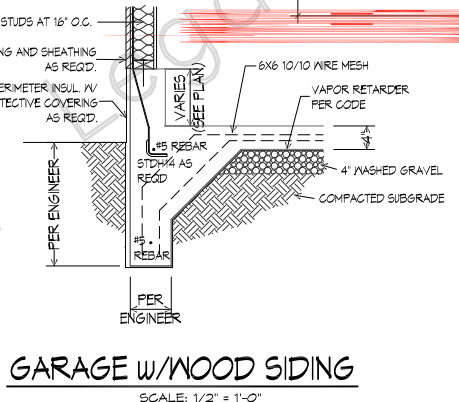
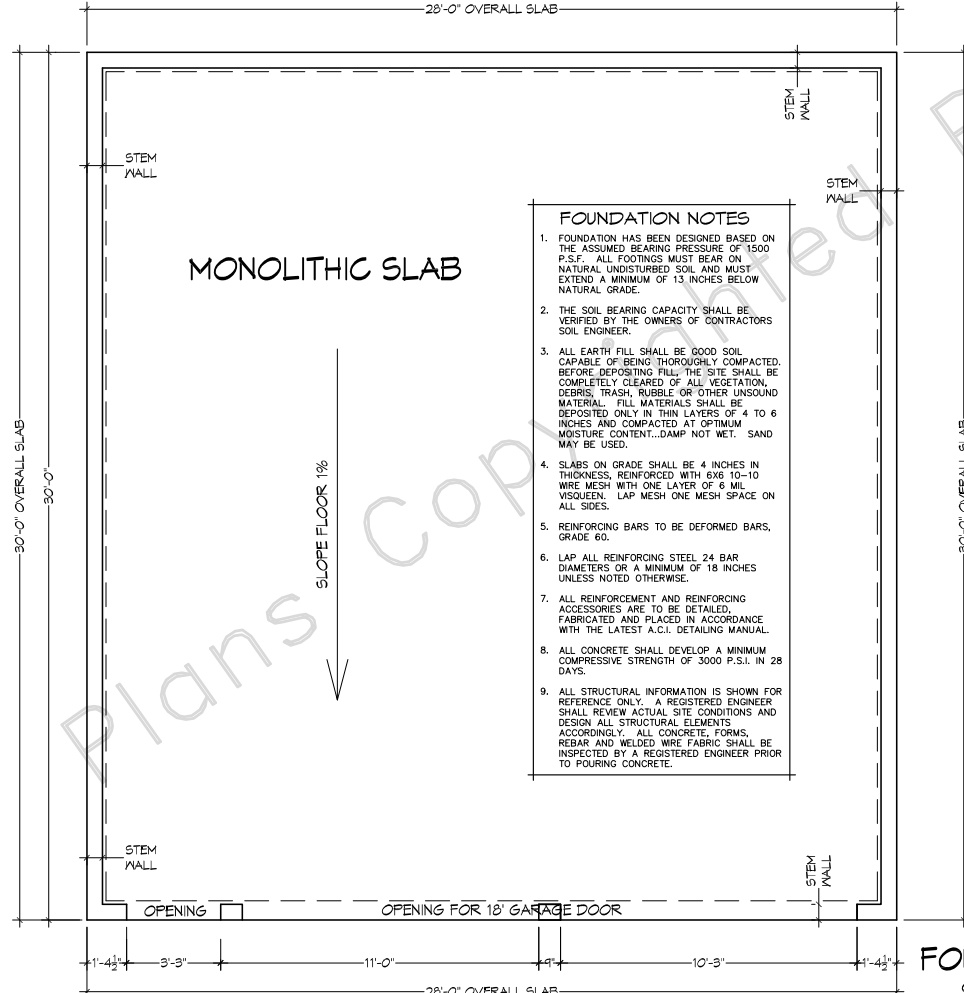
WOOD FENCE	---	IRON FENCE	---
CHAIN LINK	---	WIRE FENCE	---
BOUNDARY LINE	---	EASEMENT SETBACK	---
CM - CONTROLLING MONUMENT	○	MRD - MONUMENT OF RECORD DIGNITY	○
POINT FOR CORNER	○	1/2" YELLOW-CAPPED IRON ROD SET	○
STAMPED "BURNS SURVEYING"	○	X-CUT FOUND OR SET (AS NOTED)	○
FENCE POST FOR CORNER	○	MONUMENT FOUND	○
CABLE	—	ELECTRIC	—
CLEAN OUT	—	POOL EQUIP	—
GAS METER	—	POWER POLE	—
FIRE HYDRANT	—	TELEPHONE	—
LIGHT POLE	—	WATER METER	—
MANHOLE	—	WATER VALVE	—

(UNLESS OTHERWISE NOTED)





SQUARE FOOTAGE
424 HEATED UPSTAIRS
840 GARAGE & STORAGE
1264 TOTAL



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

MAIN BODY SECTION AND STAIR
SCALE: 1/4" = 1'-0"

FILE	DATE	SCALE	DRAWN BY	PLAN NAME	1 OF 2
	07-08-24	As Shown	STEVE V/LEVI W.		
0424-840-G Garage (RRR)					

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Legacy HOME PLANS

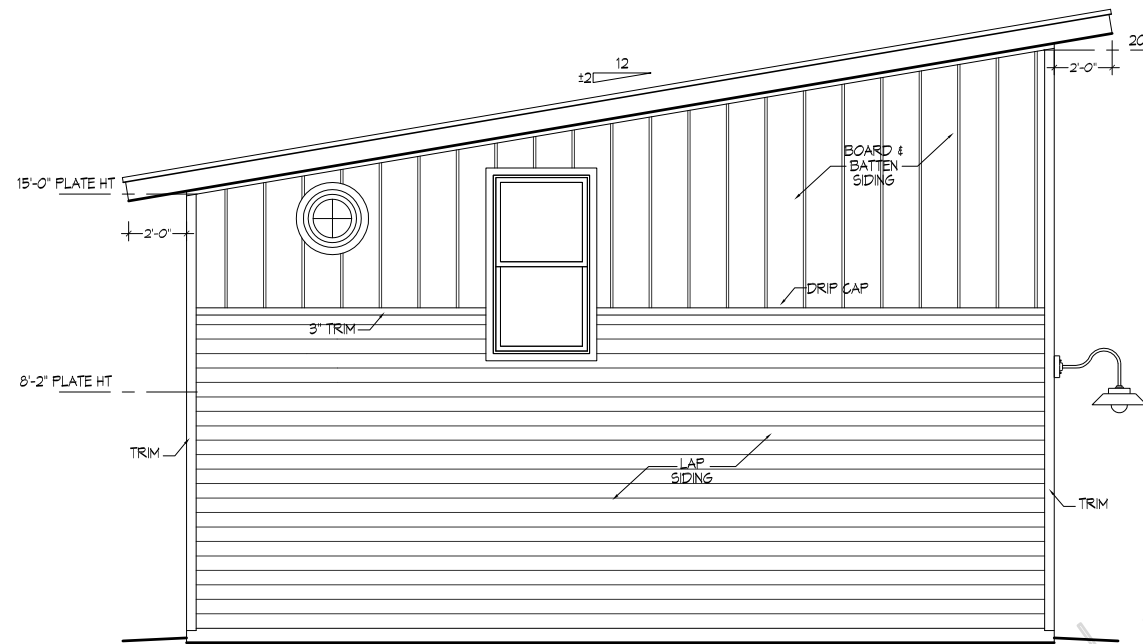
PLANS YOU CAN BUILD YOUR LEGACY ON

5800 SUMMER AVENUE - MEMPHIS, TENNESSEE (901)754-4874

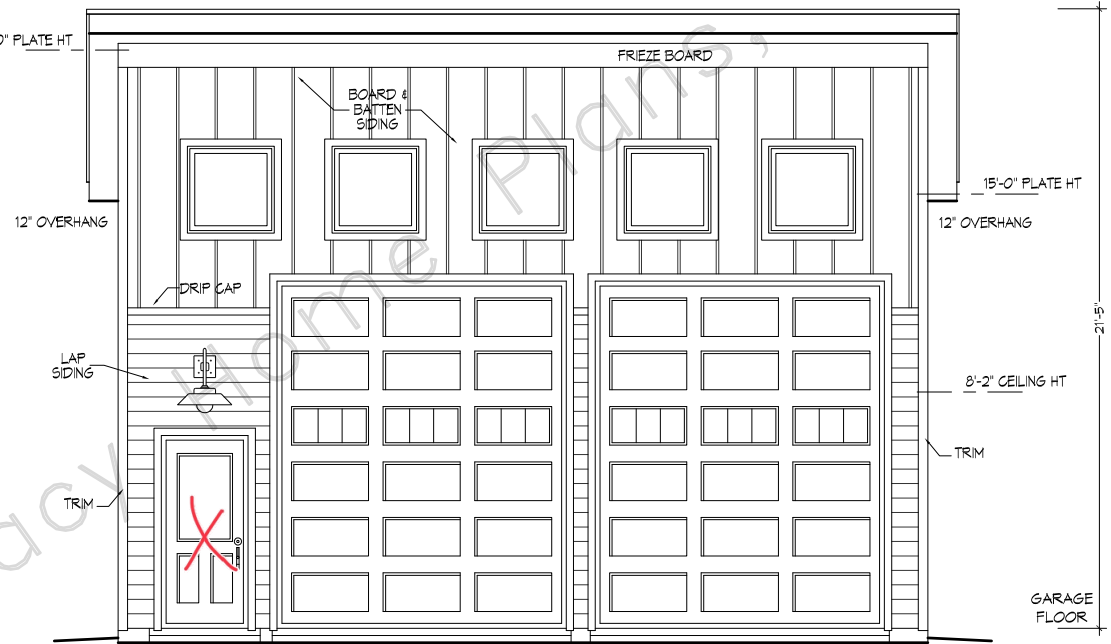
MEMBER

A B D

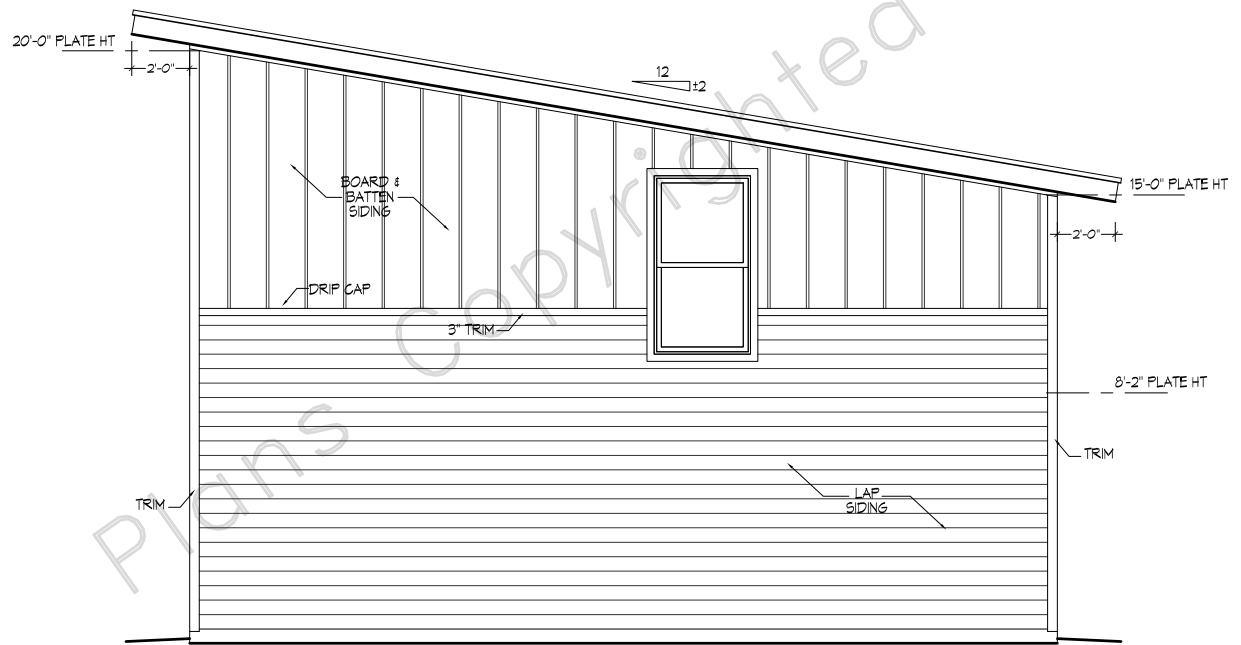
AMERICAN INSTITUTE OF BUILDING DESIGN



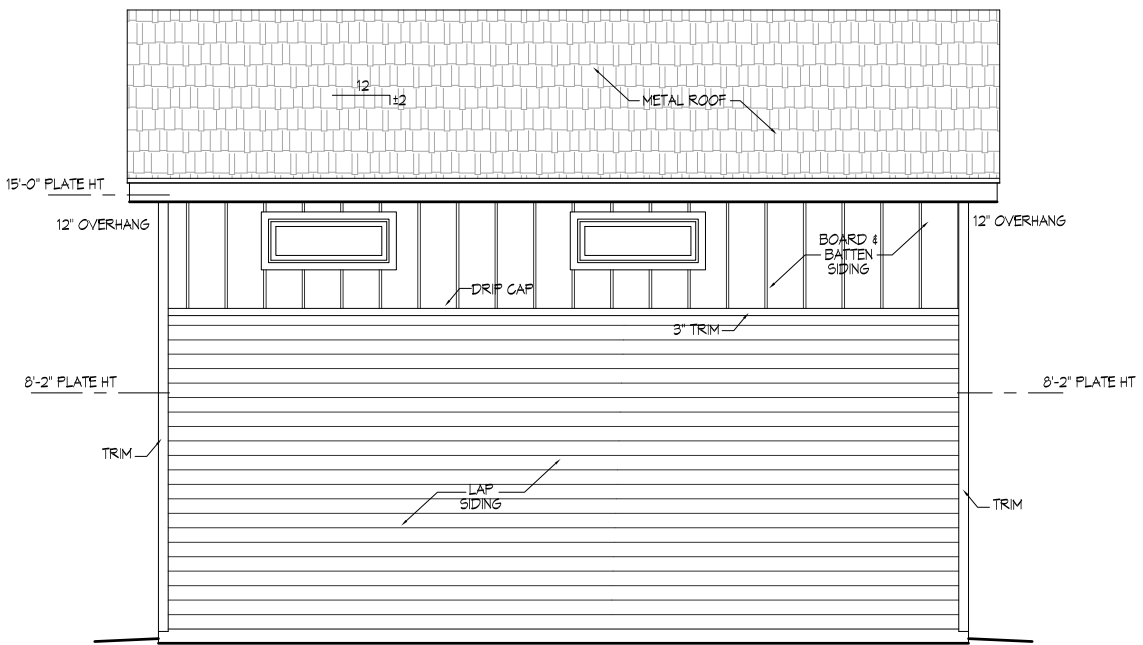
LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

SCALE	DATE	FILE
As Shown	07-08-24	
DRAWN BY	SHEET #	
STEVE V/LEVINA	2 OF 2	
PLAN NAME		
0424-840-G Garage (RRR)		
EPLAN NO.		

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 5800 SUMMER AVENUE - MEMPHIS, TENNESSEE (901) 254-0974

MEMBER
A B D
 AMERICAN INSTITUTE OF BUILDING DESIGN

**MINUTES OF THE WORK SESSION AND REGULAR MEETING
OF THE PLANNING AND ZONING COMMISSION OF THE
CITY OF NORTH RICHLAND HILLS, TEXAS
HELD IN THE CITY HALL, 4301 CITY POINT DRIVE
MARCH 19, 2026**

C.2 ZC26-0157 PUBLIC HEARING AND CONSIDERATION OF A REQUEST FROM HERNANDEZ AND SON'S LLC FOR A SPECIAL USE PERMIT FOR A PERMANENT ACCESSORY BUILDING AT 7228 BURSEY ROAD, BEING 2.07 ACRES DESCRIBED AS LOT 1, BLOCK 1, GRIFFIN ADDITION.

APPROVED

Vice Chair Carpenter introduced the item, opened the public hearing, and called for Principal Planning Clayton Husband to present the request. Mr. Husband presented the request.

Vice Chair Carpenter called for the applicant to present the request.

Christian Hernandez, representing Hernandez and Sons LLC, 2700 McKinley Avenue, Fort Worth, Texas, presented the request.

Commissioner Narayana and the applicant discussed the other buildings on property.

Vice Chair Carpenter called for Mr. Husband to present the staff report. Mr. Husband presented the staff report.

Vice Chair Carpenter called for anyone wishing to speak for or against the request to come forward.

Thomas Ridl, 6962 Crabtree Lane, North Richland Hills, Texas, spoke in favor of the request.

Vice Chair Carpenter called for anyone wishing to speak for or against the request to come forward. There being no one else wishing to speak, Chair Stamps closed the public hearing.

A MOTION WAS MADE BY COMMISSIONER MCMAHON, SECONDED BY COMMISSIONER NARAYANA TO APPROVE ZC26-0157. MOTION TO APPROVE CARRIED 4-0.

CITY COUNCIL MEMORANDUM

FROM: Planning Department **DATE:** April 13, 2026
SUBJECT: TR26-01, Ordinance No. 3953, Public hearing and consideration regarding city-initiated text amendments to Section 118-718 for the purpose of revising accessory building and structure regulations.
PRESENTER: Cori Reaume, Planning Director

SUMMARY:

The intent of this ordinance is to provide modifications to the city's accessory structure regulations to reduce the number of properties required to seek a special use permit for construction of permanent accessory buildings.

GENERAL DESCRIPTION:

In an effort to streamline processes in permitting and development activities, staff have been reviewing cases which required some level of external approval, beyond a standard staff review. The efficiency study for Permitting & Development Review specifically identified the need to evaluate cases related to special use permits, which the City currently uses to consider deviations from the accessory building regulations.

A review of cases (excluding accessory dwelling requests, as no modifications are currently proposed to that section) since 2021 identified the following key components:

- Most applications involved a deviation from the maximum floor area
- Almost all applications involved deviations from more than one regulation
- Other common requests included deviations from wall height and roof pitch
- Applications to deviate from the aforementioned regulations were consistently approved

After several opportunities to discuss the historical cases and possible modifications with the Commission, staff have drafted the attached modifications to our code of ordinances. These modifications, had they been in effect, would have allowed for the majority of the SUPs submitted since 2021 to be approved by staff. Some of the applications would have still had to seek special approval for things such as deviating from the paved driveway requirement, exceeding the home size, building height, or roof pitch below the proposed 2:12.

An overview of changes are outlined below:

- **Removal of maximum wall height.** *Maximum building heights are not proposed for modification.*

- **Increased flexibility for lots under 40,000 sf.** *Under 20,000 sf previously limited to 500 sf. Between 20,000- 40,000 sf previously limited to 2.5% of lot area. Now permitted up to 3% of lot area, for all properties under 40,000 sf if calculated maximum is greater than 500 sf.*
- **Threshold for ability to apply for special use permit reduced from 40,000 to 20,000 sf.**
- **Maximum number of permanent accessory buildings increased from one to two.** *Some properties seeking an SUP would be under total floor area requirement, but required to seek approval for secondary building. Established maximums will apply to a cumulative floor area when multiple permanent structures exist.*
- **Roof pitch requirement reduced from 4:12 to 2:12.** *This will accommodate some accessory building providers' standard options/kits. All IRC codes related to roof pitch will still apply.*

While there will certainly still be cases where an owner may seek a special approval for a proposed accessory structure (especially with the reduced thresholds for making application), the assumption is that many more structures will be permitted at a staff level without any special approvals needed.

PUBLIC INPUT:

No public input was received in advance of or during the initial public hearing. Any correspondence received after the completion of this report will be presented to the City Council at the meeting.

PLANNING & ZONING COMMISSION:

This item was considered following a public hearing on March 13, 2026, and was recommended for approval by a vote of 4-0.

RECOMMENDATION:

Approve Ordinance No. 3953.

**ORDINANCE NO. 3953
ZONING CASE TR26-01**

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS BY AMENDING SECTIONS 118-718, "ACCESSORY BUILDINGS AND STRUCTURES" TO MODIFY ACCESSORY BUILDING REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING FOR SAVINGS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Zoning Ordinance of the City of North Richland Hills regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and

WHEREAS, the Planning and Zoning Commission of the City of North Richland Hills, Texas, held a public hearing on March 19, 2026, and the City Council of the City of North Richland Hills, Texas, held a public hearing on April 13, 2026, with respect to the zoning amendment described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, the Zoning Ordinance of the City of North Richland Hills, and all other laws dealing with notice, publication, and procedural requirements for zoning code revisions; 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 118-718, “Accessory buildings and structures,” subsection (c) “Permanent Accessory Buildings and Structures” of Chapter 118 of the Comprehensive Zoning Ordinance and the Code of Ordinances, City of North Richland Hills, Texas, shall be amended to read:

“ ...

(c) Permanent accessory buildings and structures. Permanent accessory buildings and structures include detached garages, storage sheds, gazebos, and similar structures that are constructed as an integral part of a concrete slab, concrete beam, or with concrete piers. All permanent accessory buildings shall comply with the following standards:

- (1) Property location criteria: A permanent accessory building or structure shall be located on the same tract or lot as the primary building.
- (2) Applicable zoning districts: Permanent accessory buildings and structures shall be allowed in any zoning district.
- (3) Front building line: A permanent accessory building or structure shall not be located in the front yard.
- (4) Side building line: The side yard setback shall be the same as for the primary building structure.

Exception: In the R-1, RE-1, RE-2, R-2, R-3, R-4-D, and R-8 districts, the side yard setback shall be as follows:

Building size	Side building line (interior)	Side building line (corner)
500 square feet or smaller	6 feet	20 feet adjacent to street
501 square feet or larger	10 feet	20 feet adjacent to street

- (5) Rear building line: Ten feet or as required by the base zoning district, whichever is greater.
- (6) Maximum height: Permanent accessory buildings shall be limited to one story in height. The height is measured from ground level to the highest point of the roof surface.

Building size	Maximum building height
500 square feet or smaller	15 feet
501 square feet or larger	25 feet

- (7) Maximum floor area: The building may include an attic or loft provided the attic or loft does not contain heated or air conditioned space. Square footage within an attic or loft shall be excluded from the calculation of the maximum floor area. Permanent accessory structures may not exceed the square footage of the primary residence.

Lot size	Maximum floor area
40,000 square foot lot or smaller	Greater of 500 square feet or 3% of lot area
40,001 square foot lot or larger	Equivalent of 5 percent of the lot area

- (8) Maximum number allowed: Two
- (9) Effect on rear yard open space: Permanent accessory buildings and structures shall have no effect in calculating the rear yard open space requirement.
- (10) Use: An accessory building shall not be used for business or dwelling purposes in any residential zoning district.
- (11) Easements: A permanent accessory building or structure shall not be located within a utility, access, or drainage easement.
- (12) Design criteria:
- a. Roof pitch: Roofs shall have a minimum pitch of 2:12 on each side of the ridge.
 - b. Masonry requirement: The structure shall conform to the masonry requirement of the base zoning district.
 - c. Detached garages: Buildings used as detached garages or for the parking of vehicles shall include a concrete driveway that connects to the street. The minimum distance between a garage entry and a side or rear property shall be 22 feet.
- (13) Special use permit provision for lots of 20,000 square feet or more. Accessory buildings located on lots of 20,000 square feet or more may request a special use permit for the purpose of varying from the standards outlined in this section.

...

SECTION 2: 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 3: 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 4: Any person, firm, or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.

SECTION 5: All rights and remedies of the City of North Richland Hills are expressly saved as to any and all violations of the provisions of any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6: 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 7: This Ordinance shall be in full force and effect upon publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Cori Reaume, Director of Planning



CITY COUNCIL MEMORANDUM

From: The Office of the City Manager

Date: April 13, 2026

Subject: Consider Resolution No. 2026-024, recommending the award of a construction contract by Tarrant County to XIT Paving and Construction, Inc., for the David Court Pavement Improvement Project for the 51st Annual Community Development Block Grant Project in the total contract amount of \$339,060.

Presenter: Nathan Frohman, City Engineer

Summary:

The City Council is being asked to recommend an award of a construction contract by Tarrant County to XIT Paving and Construction, Inc., for the David Court Pavement Improvement Project for the Community Development Block Grant (CDBG) Project.

General Description:

The David Court Pavement Improvement Project CDBG26 (the "Project") represents the City's 51st Year Community Development Block Grant (CDBG) project. Although the City of North Richland Hills is an entitlement City, and therefore receives CDBG funds directly, the City has contracted with Tarrant County's CDBG Department to administer the City's CDBG funds. The City determines the projects and the County administers the projects. However, the City reviews all bids and consultant contracts and makes recommendations to the County for approval. Tarrant County therefore awards both the design consultant and construction contracts. Tarrant County's administration of the City's CDBG Projects does not include construction inspection; the City will provide these services.

The project consists of reconstructing approximately 330 linear feet of David Court. The project includes a base bid which consists of street construction and any minor utility adjustments. A City project recently replaced the existing sanitary sewer main and services in preparation for this project.

Tarrant County staff reviewed and approved the project's contract documents prior to bidding and scheduled a bid opening for March 11, 2026. Bids were received by Tarrant County at their offices on this date. A total of eight (8) contractors submitted bids. The bids are summarized in the table below:

Bidders	XIT Paving and Construction, Inc.	Dallas Harmony Construction	JWC Excavation, LLC	JESKE Construction Company	Don Smith Concrete, LLC	Coronado Roadway Construction	Cam-Crete Contracting, Inc.	3D Paving & Contracting, LLC **
Base Bid Amount	\$339,060.00	\$345,370.06	\$363,798.00	\$389,460.00	\$396,780.00	\$416,790.00	\$425,100.00	\$297,625.00

** - Unresponsive.

The design engineer and City staff recommend awarding the base bid to the lowest responsible bidder: XIT Paving and Construction, Inc. They were the contractor for the successful Iron Horse Boulevard West Project, which was part of the 2020 Bond Program, and have successfully completed similar roadway projects for other DFW municipalities in the past five years. Additionally, XIT is the current contractor for the Main Street Project.

The current project budget includes a city pledge of \$97,989, as the CDBG funds will be administered by Tarrant County and will never actually be handled by the City. The City's allocation of funds located within the capital projects budget under project CDBG26 was included in the budget in the event that the bids for the project came in over the CDBG funding amount. CDBG funds available for the construction of David Court are \$241,071. Therefore, funds from the City pledge will be included in order to award the project. Historically, CDBG funds have covered the bid amount without utilizing the City's pledge. However, due to rising construction prices, the bids came in over CDBG funding amounts.

Bid Amount:	\$339,060.00
Tarrant County:	\$241,071.00
North Richland Hills:	\$ 97,989.00
Total:	<u>\$339,060.00</u>

Construction is anticipated to begin in Spring 2026 and take 70 calendar days to complete.

Recommendation:

Approve Resolution No. 2026-024.

RESOLUTION NO. 2026-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS RECOMMENDING AWARD OF A CONSTRUCTION CONTRACT BY TARRANT COUNTY TO XIT PAVING AND CONSTRUCTION, INC., FOR THE 51ST ANNUAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROJECT IDENTIFIED AS DAVID COURT PAVEMENT IMPROVEMENT PROJECT WITHIN THE CITY OF NORTH RICHLAND HILLS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the David Court Street Improvement Project was bid by Tarrant County as a Community Development Block Grant (CDBG) Project on March 11, 2026; and

WHEREAS, CDBG funds available for the construction of David Court Street Improvement Project total \$241,071.00; and

WHEREAS, the City of North Richland Hills has allocated an additional \$97,989.00 in funds to compliment the City's CDBG funding allocation for the construction of the David Court Street Improvement Project; and

WHEREAS, Tarrant County's consultant and City staff have recommended award of the Project's bid to XIT Paving and Construction, Inc.; and

WHEREAS, Tarrant County desires a recommendation by the City Council of the City of North Richland Hills to award the contract.

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

SECTION 1. The City of North Richland Hills hereby recommends that Tarrant County award the contract for the David Court Street Improvement Project (CDBG) to XIT Paving and Construction, Inc., in the amount of \$339,060.00, which includes City funding of \$97,989.00.

SECTION 2. All Resolutions of the City Council of the City in conflict herewith are hereby amended or repealed to the extent of such conflict.

SECTION 3. 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 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Office

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Paulette Hartman, City Manager



March 17, 2026

Wren Davis
Community Development Program Manager
Tarrant County
2501 Parkview Drive, Suite 420
Fort Worth, TX 76102

RE: North Richland Hills 51st Year CDBG David Court Recommendation Letter

Dear Wren,

The bid opening of the North Richland Hills 51st Year CDBG Paving Improvements Project for David Court was held at the Tarrant County Community Development office on Wednesday, March 11th, 2026, at 2:00 PM. Eight formal bids were received and verified for accuracy and omissions. The apparent low bidder is XIT Paving and Construction Inc. with a base bid of \$339,060.00.

After analysis of the full project and following up with the contractor's references, Shield Engineering recommends XIT Paving and Construction Inc. as the contractor. The base bid includes the construction of 1560 SY of Concrete Paving and 130 SY of Driveway Replacement. This project will

1. Rehab the existing road and Cul de sac at David Court due to its failing/poor quality and,
2. Reduce overall street maintenance costs to the city.

Please let us know if you have any further questions.

Sincerely,

Colton Sizemore, P.E.
Shield Engineering Group, LLC

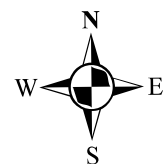
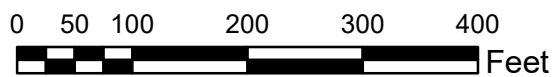
Shield Engineering Group, LLC

1600 West 7th Street, Suite 400, Fort Worth, TX 76102 | 817.810.0696

info@shield-engineering.com | www.shield-engineering.com

TBPELS | Engineering #F-11039 | Surveying #10193890

51st YEAR CDBG PROJECT DAVID COURT PAVING RECONSTRUCTION





CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Consider Resolution No. 2026-025, authorizing the submission of a grant application and acceptance of funds, if awarded, in an amount not to exceed \$5,000 through the 2026 Walmart Spark Good Local Grant Program.
PRESENTER: Jeff Garner, Chief of Police

SUMMARY:

The Walmart Spark Good Local Grant Program provides local cash grants ranging from \$250 to \$5,000 to support organizations that serve their communities. This initiative reflects Walmart's commitment to strengthening both its business and the communities in which it operates through local investment. The program is intended to support organizations that address unique community needs, foster pride among associates, and build stronger relationships with customers. The Police Department is requesting authorization to apply for grant funding in an amount up to \$5,000 to help offset costs associated with the annual Hanging with the Heat Police and Fire Summer Camp.

GENERAL DESCRIPTION:

The Walmart Spark Good Local Grant Program is awarded through an open application process and provides funding directly from Walmart and Sam's Club facilities to local organizations in the U.S. A recognized government entity that has been verified by Deed, Walmart's third-party verification service provider, such as a state, county or city agency, including law enforcement, may request funds exclusively for public purposes. Applications for 2026 are accepted from February 1 – November 30.

The Police Department is seeking authorization to apply for grant funding up to \$5,000 within the Youth Services category. Each year the North Richland Hills Police and Fire Departments host the Hanging with the Heat Police and Fire Summer Camp. The camp provides a free, weeklong experience for up to thirty-five incoming 6th, 7th & 8th graders within our community. Participants engage in a fun and enriching environment focusing on developing leadership, teamwork, communication, and decision-making skills. Throughout the week, campers gain insight into the duties and responsibilities of police officers and firefighters, including day-to-day operations, through live demonstrations and hands-on activities. This program also serves as an important opportunity to build



positive, lasting relationships between youth and first responders. If awarded, grant funds will be used to support camp operations, including the purchase of food and essential supplies.

There is no cash match requirement.

RECOMMENDATION:

Approve Resolution No. 2026-025.

RESOLUTION NO. 2026-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION AND ACCEPTANCE OF FUNDS, IF AWARDED, IN AN AMOUNT NOT TO EXCEED \$5,000 THROUGH THE 2026 WALMART SPARK GOOD LOCAL GRANT PROGRAM

WHEREAS, the City of North Richland Hills, Texas, possesses legal authority to apply for and to make appointments for the conduct of business relative to the 2026 Walmart Spark Good Local Grant Program which provides funding to law enforcement agencies for purposes that address the unique needs of the local community; and

WHEREAS, the City Council of North Richland Hills finds it is in the best interest of the citizens of North Richland Hills to request the funds available under this program to purchase items to assist with the annual Hanging with the Heat Police and Fire Summer Camp.

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 for the 2026 Walmart Spark Good Local Grant Program and acceptance of the funds, if awarded.

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

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

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

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

PASSED AND APPROVED on this 13th day of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

APPROVED AS TO CONTENT:

Jeff Garner, Chief of Police

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026

SUBJECT: Consider Ordinance No. 3954, amending Chapter 2, Article II, of the Code of Ordinances of the City of North Richland Hills adding Division 4. Code of Ethics.

PRESENTER: Ad-Hoc Council Committee

GENERAL DESCRIPTION:

The City Council appointed an Ad-Hoc Committee to review and propose guidelines for ethical conduct by city officials. The committee is comprised of Council members Delaney, Roberts and Mitchell.

The committee presented its findings during work session on February 23, 2026, and April 13, 2026. The proposed ordinance amends Chapter 2, Article II of the City's Code of Ordinances by adding Division 4: Code of Ethics, establishing comprehensive standards for elected and appointed officials.

Purpose

The ordinance is intended to:

- Promote integrity, impartiality, and transparency in municipal governance.
- Provide clear ethical standards for City Council members and appointed board/commission members.
- Serve as both a guide for conduct and a basis for discipline when violations occur.

Summary of Key Provisions

- **Applicability:** Covers City Council and appointed board/commission members; excludes city employees who already follow ethical standards outlined in the City's Personnel Policies and the City Charter.
- **Standards of Conduct:** Prohibits conflicts of interest, misuse of position, acceptance of improper gifts, disclosure of confidential information, and use of city resources for personal or political purposes.
- **Additional Rules:** Includes voting restrictions on nonprofit funding and land use matters, disclosure requirements, and limitations on political activity.
- **Council Code of Conduct:** Establishes house rules emphasizing respect, transparency, and confidentiality.
- **Complaint Process:** Provides detailed procedures for filing, investigating, and resolving ethics complaints, including penalties for false complaints.



- Enforcement: Allows for letters of notification, admonition, reprimand, censure, removal from office, and fines up to \$500.
- Acknowledgement & Training: Requires officials to acknowledge receipt of the code and mandates annual ethics training.

RECOMMENDATION:

Approve Ordinance No. 3954.

ORDINANCE NO. 3954

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING CHAPTER 2, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF NORTH RICHLAND HILLS; ADDING DIVISION 4. CODE OF ETHICS; PROVIDING FOR PENALTY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES AND REPEAL OF CONFLICTING PROVISIONS; PROVIDING SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of North Richland Hills, Texas desires to establish guidelines for the conduct of city officials; and

WHEREAS, the Mayor, Council members, and appointed members of the boards, commissions, and committees of the city should be independent and impartial and responsible to the citizens of North Richland Hills; and

WHEREAS, the City Council appointed an Ad-Hoc Council Committee to review and propose guidelines and an ethics ordinance for city officials; and

WHEREAS, the Ad-Hoc Council Committee presented their findings at the February 23, 2026, and April 13, 2026, work session meetings.

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

SECTION 1: The City Council hereby finds the recitals above to be true and correct, and such recitals are hereby incorporated into this Ordinance as if written herein.

SECTION 2: The Code of Ordinances, City of North Richland Hills, Texas, is hereby amended by amending Chapter 2, Article II, adding Division 4. Code of Ethics to read as follows:

“DIVISION 4. CODE OF ETHICS

Sec. 2-100. Purpose.

It is hereby declared to be the policy of the city that the proper operation of democratic government requires that public officials be independent, impartial and responsible only to the people of the city; that no officer shall permit any interest, financial or otherwise, direct or indirect, or engagement in any business, transaction or professional activity to conflict with the proper discharge of such person's duties in the public interest; that public office not be used for personal gain; and that the City Council at all times shall be maintained as a nonpartisan body. To implement such a policy, the City Council deems it advisable to enact a code of ethics for officials, as defined in this division, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to abide by its terms, the overriding interest being that such officers of the city shall at all times strive to avoid even the appearance of impropriety.

Sec. 2-101. Title; application.

- a) This division shall be known as the code of ethics.
- b) This code of ethics shall apply to all officials as defined in this division.
- c) This code of ethics does not apply to employees, including those individuals employed on a full-time, part-time, or internship basis (including those who may serve on a city board, committee, or commission) nor to independent contractors of the city. The standards of conduct for employees are governed by the City of North Richland Hills Personnel Policies and the City Charter.
- d) This code of ethics applies to members of all city boards, commissions, and committees as defined in this division, except when such member is an independent contractor of the city or a city employee, including an individual employed on a full-time, part-time, or internship basis.
- e) This code of ethics applies to the conduct or actions of public officers, as defined in this division which occurs in whole or in part after the date of adoption of this division.
- f) This code of ethics applies to officers only while such persons hold such position or office.

Sec. 2-102. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Benefit means anything reasonably regarded as pecuniary or economic gain or pecuniary or economic advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Business entity means any person, entity, corporation (whether for-profit or nonprofit), general or limited partnership, sole proprietorship, joint venture, unincorporated

association or firm, institution, trust, foundation, holding company, joint-stock company, receivership, or other entity recognized by law, whether or not organized for profit, which has an economic interest, or seeking such, in conducting business with the city. Business entity also includes any business entity that represents a party conducting or seeking to conduct business with the city.

City means the City of North Richland Hills, Texas.

City Council / Council means the governing body (mayor and council members) of the city.

Confidential information means any information to which an official has access in such person's official capacity which may not be disclosed to the public except pursuant to state and/or federal law and which is not otherwise a matter of public record or public knowledge. Confidential information includes the following information, however transmitted: (i) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act or other law regardless of whether disclosure violates the Texas Open Meetings Act or Texas Public Information Act; (ii) any information protected by attorney client, attorney work product, or other applicable legal privilege; and (iii) any information deemed confidential by law.

Contract means any lease, claim, account or demand against or agreement with any entity or person, whether express or implied, executed or executory, oral or written.

Corporation means any corporation that has a board of directors appointed in whole or in part by the City Council that is operating under the direct authority of or subject to the direct control of the City Council.

Council member means an elected/appointed officer in Places 1-7.

Employee means any person employed by the city, including those individuals on a part-time or internship basis, but does not include independent contractors.

Gift means anything of value, regardless of form, offered or given in the absence of adequate and lawful consideration. It does not include the receipt or acceptance of campaign contributions which are regulated by federal, state and/or local laws or ordinances.

Knowingly means a person acts knowingly, or with knowledge, with respect to the nature of the person's conduct or to circumstances surrounding the conduct when the person is aware of the nature of the conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of the person's conduct whether the person is aware that the conduct is reasonably certain to cause the result.

Officer or official means any member of the City Council and any appointed member of a city board, commission or committee established by ordinance, Charter, state law or otherwise, on a temporary or permanent basis, operating either under the direct or indirect authority or subject to either the direct or indirect control of the City Council.

Relative means any person related to an officer within the second degree by consanguinity or affinity. This relationship includes the spouse, parents, children, stepchildren, father and mother-in-law, or son and daughter-in-law, grandparents, grandchildren, sisters and brothers of the officer.

Sergeant at Arms is a designated officer, the Chief of Police, or his designee assigned to: maintain order during City Council meetings, enforce rules of decorum and procedure, provide security, control access, and remove disruptive individuals, support procedural flow, and aiding the presiding officer.

Special privileges means a right, advantage or favor of or for a particular person, occasion or purpose not otherwise available to others.

Substantial interest means: (i) the ownership of ten percent or more of the voting stock or shares of a business entity; (ii) the ownership of ten percent or more, or \$15,000.00 or more of the fair market value of a business entity; or (iii) funds received from the business entity exceed ten percent of the person's gross income for the previous year, and action on the matter involving the business entity will have a special economic effect on the business entity that is distinguishable from the effect on the public. It is expressly provided herein that an investment or ownership in a publicly held company, in an amount less than \$15,000.00 does not constitute a substantial interest. Substantial interest in real property means the person has an interest in the real property that is equitable or legal ownership with a fair market value of \$2,500.00 or more; and it is reasonably foreseeable that an action on a matter involving the real property will have a special economic effect on the value of the real property distinguishable from its effect on the public. (Ownership includes any partnership, joint or corporate ownership or any equitable or beneficial interest as a beneficiary of a trust.) An officer is considered to have a substantial interest under this code of ethics if a person related to the officer in the second degree of consanguinity or affinity has a substantial interest under this code of ethics.

Sec. 2-103. Standards of conduct.

No officer of the city or a relative thereof shall:

- a) Have a financial interest, direct or indirect, in any contract with the city, nor shall such person be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The "financial interest" contemplated under this section, the City's Code of Ordinances, and under the City Charter, Article XVIII, Section 13 requires that such person receive an actual financial benefit from the transaction with the city. An actual financial benefit from the transaction shall include:
 1. An ownership in the entity transacting business with the city where the ownership interest is more than ten percent.
 2. Compensation as an employee, officer or director of the entity transacting business with the city where such compensation is affected by the entity's transaction with the city.
- b) Participate in a vote or decision on any matter in which the officer has a substantial interest. A city official who is required to abstain from participation in a matter under this section or under state law shall leave the room where the meeting is held during any discussion of, and vote on, the matter.
- c) Represent or appear on behalf of private interests of others before the City Council, or any agency, board, commission, corporation, or committee of the city, nor shall

represent any private interests of others in any action or proceeding involving the city, nor voluntarily participate on behalf of others in any litigation to which the city is, or might be, an adverse party. The restrictions of this subsection 2-4(c) do not prohibit an officer, or relative of an officer, who is the president, vice president, or officer of a homeowner's association from appearing before the City Council, or any agency, board, commission, or committee of the city to represent such homeowner's association, except that no such officer or relative of such officer shall appear before the agency, board, commission, or committee of the city of which such officer is a member.

- d) Accept any gift from any person that might reasonably tend to influence such officer in the discharge of such person's official duties. The prohibition against gifts **shall not apply to:**
1. A lawful campaign contribution;
 2. An honorarium in consideration for services unless the officer would not have been asked to provide the services but for the officer's position;
 3. Meals, lodging, transportation in connection with services rendered by the officer at a conference, seminar or similar event that is more than merely perfunctory;
 4. Complimentary copies of trade publications and other related materials;
 5. Attendance at hospitality functions at local, regional, state or national association meetings and/or conferences;
 6. Any gift which would have been offered or given to the person if such person was not an officer or employee of the city;
 7. An occasional item with a value less than \$50.00;
 8. Tee shirts, caps and other similar promotional material;
 9. Meals, transportation and lodging in connection with a seminar or conference at which the officer is providing services;
 10. Gifts on account of kinship or a personal, or professional, or business relationship independent of the officer's status;
 11. Complimentary attendance at political or charitable fundraising events; and
 12. Meals, lodging, transportation, or entertainment furnished in connection with public events, appearances or ceremonies related to official city business, if furnished by the sponsor of such public events.
- e) Use such person's official position to secure special privileges or benefits for such person or others.
- f) Grant any special consideration, treatment, or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization, or group.
- g) Misuse and disclosure of confidential information.

1. It is a violation of this ethics code for a city official to violate V.T.C.A., Penal Code, § 39.06 (Misuse of Official Information), as amended.
 2. A city official shall not disclose to the public any information that is deemed confidential under any federal, state, local law, or City Council house rules.
- h) Engage in any outside activities which will conflict with or will be incompatible with such person's official position or duties as an officer of the city.
 - i) Use city supplies, personnel, property, equipment, or facilities (whether tangible or intangible) for any purpose other than the conduct of official city business, unless otherwise provided for by law, ordinance, or city policy.
 - j) Act as a surety on any official bond required for any officer or employee of the city, or for a business that has a contract, work, or business with the city.

Sec. 2-104. Additional standards.

- a) No member of the City Council who is on the board of a nonprofit organization may vote on any funding request by that nonprofit organization, unless the nonprofit organization has a board of directors or trustees appointed in whole or in part by the City Council.
- b) With the exception of those proceedings allowed under this division, no member of the City Council shall personally appear in such person's own behalf before the City Council, or any city board, commission, corporation, or committee but may designate and be represented by a person of such person's choice in any such personal matter.
- c) No member of the City Council, the planning and zoning commission, zoning board of adjustment, or substandard building board shall participate in, or vote on, any land use matter in which such officer has a substantial interest in any real property within 200 feet of the real property, the subject of the land use matter. For purposes of this subsection 2-5(c) "land use matter" shall mean zoning, plat approval, site plan or other development approvals or permits, variances or exceptions. The term "land use matter" does not include studies or similar matters that are for the benefit of the city and which are not unique to real property within 200 feet of the real property, the subject of the land use matter, in which the officer has a substantial interest.
- d) No member of the City Council shall fail or refuse to file a conflicts disclosure statement as required by V.T.C.A. Local Government Code Ch. 176, as amended.

Sec. 2-105. City Council code of conduct – house rules.

As stewards of North Richland Hills, each member of the City Council holds a profound responsibility to conduct public business with integrity, transparency, and respect. These house rules embody that commitment and set the expectations held for City Council in serving the city.

- a) Honor City Council Decisions — Once a final vote has taken place, I will support and uphold the outcome, even if I personally oppose it, recognizing that a unified voice maintains public confidence and effective municipal governance.

- b) Prioritize the City’s Well-Being — Every issue I consider will be evaluated strictly by what is best for the City of North Richland Hills and its residents, not by individual preferences, special interests, or personal gain.
- c) Truthfulness and Integrity – Always be honest in words and actions. Communicate facts accurately and avoid misleading statements.
- d) Vision-Driven Decision Making – Base decisions on the City’s long-term vision, goals, and priorities—not on personal interests or short-term gains.
- e) Respectful Dialogue and Collaboration – Treat others with courtesy and professionalism. Be prepared for each meeting. Allow full discussion of items, listen actively, and avoid interrupting or dismissing differing views.
- f) Transparency and Open Communication – Share relevant information proactively. Be clear about your reasoning and positions. If you disagree, express it respectfully and constructively.
- g) Agree to disagree – Recognize that differences of opinion are natural. Debate issues respectfully and accept final decisions without hostility.
- h) Conduct of Business in Public Forums – Discuss with a quorum of the city council, public business or public policy over which the City Council has supervision or control only in official City Council meetings posted in accordance with the Texas Open Meetings Act (“TOMA”) —not on social media or other informal platforms.
- i) Advance Communication and Fairness – Share questions and concerns ahead of meetings with the City Manager whenever possible.
- j) Confidentiality – Protect the confidentiality of executive sessions and sensitive information related to city operations at all times.
- k) Inclusive Citizen Engagement – When seeking input, reach out broadly to all residents rather than select groups.
- l) Respect for Presiding Officer and Procedures – Elected officials shall respect the chair and adhere to designated rules of procedure and parliamentary practices, as outlined in Chapter 2, Article II, of the North Richland Hills Code of Ordinances, during meetings to ensure orderly and fair deliberation.
- m) Timely Response to the Public – City Council members shall respond promptly and professionally to inquiries from the public, following established communication protocols and legal requirements.

Sec. 2-106. Statements by public officials.

- a) When the City of North Richland Hills is involved in litigation or a legal dispute, council members shall refrain from commenting on settlements, appeals, or other issues related to the subject until the matter is resolved. The mayor or city attorney shall be authorized to provide any public responses or comments, as needed on matters involving litigation.

- b) When speaking in an “official” capacity on behalf of the city, the following guidelines apply:
 - 1. The mayor speaks for the city and consensus of the City Council.
 - 2. The city manager speaks on administration and management issues.
 - 3. Council members are to refer media contacts to the mayor and city manager.
- c) Statements made by public officials are conducted in a professional manner.

Sec. 2-107. Restrictions on political activity and political contributions.

- a) No city official or candidate for City Council shall meet with any employee or group of employees of the city for political campaign purposes while such employees are on duty unless part of an approved City Council activity or part of a public political forum in which all candidates for City Council are invited to participate.
- b) No city official shall, directly or indirectly, coerce or attempt to coerce any city employee to:
 - 1. Participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or
 - 2. Refrain from engaging in any lawful political activity.
- c) The following actions by city officials are not prohibited by this section:
 - 1. The making of a general statement encouraging another person to vote in an election;
 - 2. A solicitation of contributions or other support that is directed to the general public or to an association or organization; and
 - 3. The acceptance of a campaign contribution from a city employee.
- d) No city official shall use, request, or permit the use of city facilities, personnel, equipment, or supplies for the creation or distribution of materials to be used in a political campaign or for any other purpose in support of a political campaign. However, meeting rooms and other city facilities that are made available for use by the public may be used for political purposes by city officials under the same terms and conditions as they are made available for other public uses.

Sec. 2-108. Regulations applicable to former members of City Council and appointed board/commission members.

A former member of City Council or an appointed board/commission shall not use or disclose, for any reason or purpose except as herein permitted, confidential government information acquired during the member's service on the City Council or an appointed board/commission. This prohibition shall not apply if:

- a) The information is no longer confidential.
- b) The information involves reports of illegal or unethical conduct and is disclosed to a law enforcement agency or the city as a complaint under this division; or
- c) The disclosure is necessary to further public safety and is not otherwise prohibited by law.

Sec. 2-109. Disclosure of substantial interest.

Any officer, who has a substantial interest in any matter pending before the body, board, commission, corporation, or committee of which the officer is a member, before a vote or decision on such matter, shall file an affidavit stating the nature and extent of the substantial interest, and shall abstain from further participation in such matter. The affidavit shall be on a form provided by the city and must be filed with record keeper for such body, board, commission, corporation, or committee. A city official who is required to abstain from participation in a matter under this section or under state law shall leave the room where the meeting is held during any discussion of, and vote on, the matter.

Sec. 2-110. Complaints against officers.

- a) All complaints or allegations of a violation of this code of ethics against an officer shall be made in writing on a form provided by the city, sworn to before a notary public, and filed of record with the city secretary. Such complaint shall describe in detail the act or acts complained of and the specific section(s) of this code of ethics alleged to have been violated. A general complaint lacking in detail shall not be sufficient to invoke the investigation procedures contained herein; and anonymous complaints shall not be considered. The city secretary shall provide a copy of the complaint to the affected officer and the City Council, and immediately refer the complaint to the city attorney, who shall initially review the complaint to determine if the complaint contains sufficient detail and alleges a violation of the code of ethics. The affected officer may file a written response to the complaint within seven calendar days after the complaint is filed with the city secretary, who shall forward the response, if any, to the city attorney.
- b) The city attorney shall submit a written report to the City Council as soon as possible but not later than 15 calendar days after the receipt of the complaint, unless an extension is granted by a majority of the non-implicated City Council members. The city attorney may contact the complainant, interview witnesses, and examine any documents necessary for the report. Such report shall be comprehensive and explain in detail all facts, findings, and conclusions in support of the city attorney's opinion as

to whether or not a violation of this code of ethics occurred. When the city attorney receives a vague complaint or one lacking in detail, the city attorney shall contact the complainant to request a written clarification. Within seven calendar days, if the complainant fails to provide the city attorney with written clarification, or if after written clarification is provided, it is the opinion of the city attorney that the complaint is insufficient in detail and/or fails to allege a prima facie violation of the code of ethics, a written report to that effect shall be submitted to the City Council. If the city attorney determines that a criminal violation may exist, the city attorney shall refer the matter to the appropriate law enforcement agency.

- c) If it is determined by the city attorney that the facts as alleged could constitute a violation of this code of ethics, then the city attorney shall, within 30 calendar days after receipt of the complaint, notify the mayor and Council members of the existence and nature of the complaint. The City Council shall cause a meeting to convene, whether regular or special, no sooner than 15 calendar days and no later than 30 calendar days after being so notified by the city attorney to further consider said complaint in executive session. In any event, the city attorney shall immediately proceed to fully investigate the alleged improprieties. For purposes of this investigation, the city attorney shall have all of the powers of investigation as are given to the City Council by reason of the City Charter and shall report back to the City Council as soon as possible but in no event more than 30 calendar days from the date City Council met with the city attorney to consider complaint unless an extension is granted by the City Council. Said report shall be comprehensive and explain in detail all facts, findings and conclusions in support of the city attorney's opinion as to whether a violation of this code of ethics occurred. The city attorney has the same power to subpoena witnesses and the production of documents, books, records and other evidence as are given the City Council under the City Charter when acting pursuant to this subsection. It shall be unlawful and an offense for any person to fail to obey a subpoena or to produce books, papers or other evidence as ordered under the provisions of this section and shall constitute a misdemeanor and shall be punishable by fine not to exceed \$500.00.
- d) The City Council shall consider the complaint and the city attorney's report at an executive session of the City Council. The affected officer may request that the complaint be considered in a public meeting. At such meeting, the city attorney shall present a written report to the City Council describing in detail the nature of the complaint and the city attorney's findings and conclusions as to a possible violation of this code of ethics. The affected officer shall have the right to a full and complete hearing before the City Council with the opportunity and right to attend the hearing, make a statement, call and cross-examine witnesses and present evidence on such person's behalf, and represent themselves or be represented by legal counsel, at such affected officer's own expense. The non-implicated City Council members in attendance shall conduct a hearing and review the complaint. The City Council may reject the complaint or take action authorized under section 2-111, Violations.
- e) No action or decision with regard to the complaint shall be made except in a meeting which is open to the public.

- f) The City Council may appoint outside legal counsel or may direct the city attorney to appoint outside legal counsel, or the city attorney in the city attorney's discretion, with the City Manager's approval, may appoint outside legal counsel, to perform the duties and responsibilities of the city attorney under subsections (b), (c) and (d) of this section. The outside legal counsel shall have the same power to subpoena witnesses and the production of documents, books, records, and other evidence as the city attorney under section (c) when acting pursuant to this subsection. It shall be unlawful and an offense for any person to failure to obey a subpoena or to produce books, papers or other evidence as ordered under the provisions of this section and shall constitute a misdemeanor and shall be punishable by fine not to exceed \$500.00.
- g) A complaint or allegation of a violation of this division may only be made against an officer while such person holds such position or office. A complaint made against an officer pursuant to this section shall be processed and resolved even if such person resigns from, or ceases to hold such position or office, prior to resolution of the complaint.

Sec. 2-111. Action on complaint.

The City Council may take any one or more of the following actions in an open meeting concerning a complaint:

- a) Issue a statement finding the complaint is totally without merit, brought for the purpose of harassment, or brought in bad faith.
- b) Issue a letter of notification when the violation is unintentional. A letter of notification shall advise the officer of any steps to be taken to avoid future violations.
- c) Issue a letter of admonition when the violation is minor or may have been unintentional but calls for a more substantial response than a letter of notification.
- d) Issue a reprimand when a violation has been committed knowingly or intentionally.
- e) Remove from office an officer, other than a member of the City Council, for a serious or repeated violation of this code of ethics. Removal shall be, to the extent by and allowed, in compliance with the Charter and state law.
- f) Pass a resolution of censure or a recommendation of recall when the City Council finds that a serious or repeated violation of this code of ethics has been committed intentionally by a member of the City Council.

Sec. 2-112. Penalty for filing false complaint or giving false testimony.

It is unlawful for a person to knowingly file a complaint under this division that contains false information or that by making reasonable inquiry should have known that it contained false information. It is unlawful for a person to intentionally give false testimony under oath in any hearing before a review panel held under this division. Any person found guilty of violating this section will be fined not more than \$500.00 for each offense.

Sec. 2-113. Interpretation of content.

Any officer may request, and the city attorney shall issue, a verbal or written opinion (as deemed appropriate) concerning the meaning or effect of any section, word, or requirement of this code of ethics as it affects such person.

Sec. 2-114. Acknowledgement of code of ethics.

The city secretary shall provide each officer with a copy of the Code of Ethics at the time the officer is initially elected or appointed, upon any subsequent reelection or appointment, and each time the Code of Ethics is amended. Each officer shall, within 30 days of receiving the Code of Ethics under this section, file with the city secretary an acknowledgment, in a form provided by the city secretary, stating that the officer has received and read the Code of Ethics. If an officer refuses to sign the acknowledgment form, the city secretary shall execute a certification stating that the officer was provided with a copy of the Code of Ethics as required by this section, including the date it was provided. If any officer refuses to sign the acknowledgement form, such omission is eligible for a complaint to be filed against the officer.

Sec. 2-115. Training

The city attorney shall provide annual training and educational materials to city officials on their ethical obligations under state law and this division.

Secs. 2-116 - 2-119. Reserved.”

SECTION 3: This Ordinance shall be cumulative of all provisions of the Code of Ordinances, City of North Richland Hills, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4: 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 in the Code of Ordinances, City of North Richland Hills, Texas, that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have

been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6: 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 7: This Ordinance shall be in full force and effect upon publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this 13th of April, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Introduce recommended amendments to the Council Rules of Procedure.
PRESENTER: Ad-Hoc Council Committee

SUMMARY:

The Ad-Hoc Council Committee will introduce proposed amendments to the current Council Rules of Procedure.

GENERAL DESCRIPTION:

The City Council Rules of Procedure (“Rules”) were originally adopted in May 1965 and have been amended several times over the years. The Rules govern the City Council’s meetings and include, but are not limited to facilitation of meetings, duties of appointed officers (city manager, city secretary, and city attorney), rules of order, agenda preparation, chair and duties, and presentations by the public.

Prior to acting on proposed amendments, such proposed amendments or new rules shall be introduced into record at a previous meeting. At a subsequent meeting, City Council can act, by a majority vote, to approve the amendments.

- August 28, 2025, goals and planning work session meeting – City Council discussed and directed staff to codify the City Council’s “House Rules” and review the current Rules of Procedure.
- December 8, 2025, work session meeting – staff presented research conducted among Texas cities with ethics ordinances. City Council directed staff to work with an Ad-Hoc Council Committee to draft an ethics ordinance and to amend the Rules of Procedure to align with North Richland Hills governance and values.
- January 12, 2026 – City Council approved Mayor McCarty’s recommendation to appoint Council members Delaney, Roberts, and Mitchell to serve on an Ad-Hoc Council Committee.
- February 23, 2026, work session meeting – Ad-Hoc Council Committee presented findings for City Council’s review and discussion.

The Ad-Hoc Council Committee recommends Chapter 2, Article II, Division 2: Rules of Procedure, be modified to simplify language for better understanding and clarity for elected officials and the public.



NEXT STEPS:

The proposed ordinance will be considered by the City Council at its April 27, 2026, meeting.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS, AMENDING AND RESTATING CHAPTER 2, ARTICLE II, DIVISION 2, RULES OF PROCEDURE OF THE CODE OF ORDINANCES OF THE CITY OF NORTH RICHLAND HILLS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES AND REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Rules of Procedure governing city council meetings set forth in Chapter 2, Article II, Division 2 of the Code of Ordinances was first adopted in 1975, and has subsequently been amended; and

WHEREAS, the City Council of North Richland Hills finds that the Rules of Procedure should be amended and restated to update the rules to comply with state law and current city council policies and practices.

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

SECTION 1: The City Council hereby finds the recitals above to be true and correct, and such recitals are hereby incorporated into this Ordinance as if written herein.

SECTION 2: That Chapter 2, Article II, Division 2, of the Code of Ordinances of the City of North Richland Hills is hereby amended and restated in its entirety to read as follows:

DIVISION 2. - RULES OF PROCEDURE

§ 2-51. Meetings to be public.

All city council meetings shall be open to the public in accordance with Article XVIII, Section 4 of the City Charter and the Texas Open Meetings Act (Texas Government Code, Chapter 551).

§ 2-52. Quorum.

Five members of the city council, as defined in Section 2-102 of the City Code, shall

constitute a quorum.

§ 2-53. Minutes of meetings.

The city secretary shall keep an account of all proceedings of the city council which, upon approval by the city council, shall constitute the official record.

§ 2-54. Questions to contain one subject.

Questions submitted for a vote shall contain only one subject. If two or more points are involved, any member may require a division when the question reasonably admits of division.

§ 2-55. Right of floor.

Members wishing to speak must first be recognized by the chair and shall confine remarks to the subject under discussion. No member may speak more than once on a subject until every member wishing to speak has spoken. Members may not speak more than twice to the subject under discussion.

§ 2-56. City manager.

The city manager shall attend all city council meetings unless expressly excused, may make recommendations, and may take part in discussions, but shall have no vote.

§ 2-57. City attorney.

The city attorney shall attend all city council meetings unless expressly excused, shall provide oral or written opinions upon request on questions of law, and shall act as parliamentarian.

§ 2-58. City secretary.

The city secretary shall attend all city council meetings unless expressly excused, keep the official minutes, and perform other duties as requested by the council.

§ 2-59. Officers and employees.

Any officer or employee, when requested by the city manager shall attend meetings of the city council and may present information related to matters before the city council.

§ 2-60. Procedural Rules for City Governance.

These rules shall govern the proceedings of the city council to establish clear, consistent, and transparent processes for council governance and public meetings. The Rules provide a framework for conducting City business efficiently, safeguarding deliberative decision-making, and ensuring the fair and orderly consideration of matters before the city council.

§ 2-61. Suspension of rules.

Provisions of section 2-67 shall not be suspended. Any other provisions of these rules not governed by state law, the City Charter, or City Code may be temporarily suspended by a unanimous vote of all members of the city council present and voting.

§ 2-62. Amendment of rules.

These rules may be amended, or new rules adopted by a majority vote of all members of the city council, provided that the proposed amendments or new rules shall have been introduced into the record at a previous meeting of the city council.

§ 2-63. Types of meetings.

- (a) **Regular meetings.** Regular meetings of the city council are held in the council chamber at city hall on the second and fourth Monday of each month at 7:00 p.m., unless otherwise scheduled by the city council. The call and conduct of all meetings shall comply with the Texas Open Meetings Act, Government Code Chapter 551.
- (b) **Special meetings.** Special meetings may be called by the mayor or any four council members. The call for a special meeting shall be filed with the city secretary in writing, and any notice of such meeting shall be posted by the city secretary in accordance with the Texas Open Meetings Act.
- (c) **Recessed meetings.** Any meeting of the city council may be recessed to a later time, provided a recess may not extend beyond the next regular business day unless notice is reposted in accordance with the Texas Open Meetings Act.
- (d) **Emergency meetings.** An emergency meeting of the city council may be called by the mayor or any three council members if an emergency or urgent public necessity exists as defined by the Texas Open Meetings Act and requires immediate council action. Notice shall meet the Act's requirements and be posted at least one hour before the meeting is convened.

§ 2-64. Meeting agendas.

- (a) **Generally.** The city manager is responsible for creating the agenda and agenda packet materials for city council meetings in accordance with this Code and applicable state law, including items requested by city council pursuant to section 2-64(c).
- (b) **Work sessions.** Work sessions, when needed, are held prior to the regular city council meeting and shall be conducted in public pursuant to a posted agenda approved by the city manager. The city council shall be free to fully discuss each item on the work session meeting agenda, to question each other and to question the staff, inquire into reasons for recommendations and to inquire as to the opinion of other council members. Each council member shall be entitled to state his or her position on each work session meeting agenda item.
- (c) **Placing items on the agenda.** A standing item on each work session agenda allows the mayor and council members to propose items for a future agenda. In accordance with the Texas Open Meetings Act, discussion is limited to whether the item should be placed on a future agenda. The city council may direct the city manager to place the item on a future work session or regular meeting agenda. No vote or action may be taken during the work session. The city council may request informational reports from staff for the work session.
- (d) **Discussion of regular agenda items during work session.** During the work session meeting, the mayor or any council member may ask staff clarifying questions and request staff evaluation of any item listed on the upcoming regular city council meeting agenda.
- (e) **Procedural votes in work session.** The city council shall be entitled to vote on items of procedure pertaining to the work session meeting.

§ 2-65. Chair and duties.

- (a) **Chair.** The mayor presides at all city council meetings. In the mayor's absence or disability, the mayor pro tem presides. The mayor pro tem shall be selected from among the council members: (1) at the first regular meeting following the general city election; (2) following the swearing-in of members of the city council upon declaration of members elected; or (3) upon action of the city council in the event of a vacancy. If both the mayor and mayor pro tem are absent or disabled, the council shall elect a chair to preside for the meeting or event.
- (b) **Call to order.** Meetings shall be called to order by the mayor or, in the mayor's absence or disability, by the mayor pro tem. If both are absent or disabled, the city secretary shall call the meeting to order.
- (c) **Preservation of order.** The chair shall preserve order and decorum, prevent personal clashes or impugning of motives, and confine debate to the question under discussion

- (d) **Points of order.** The chair shall determine all points of order, subject to the right of any member to appeal to the council. If any appeal is taken, the question shall be, "Shall the decision of the chair be sustained?"
- (e) **Questions stated; results announced.** The chair shall state all questions submitted for a vote and announce the result.
- (f) **Substitution for chair.** The chair may call any other member to preside; such substitution shall not continue beyond adjournment.

§ 2-66. Appeal of rulings of the chair.

A council member may appeal a ruling of the chair by stating: "I appeal the ruling of the chair to the council," and briefly stating the grounds. The chair shall immediately call for a vote on the appeal. The appeal prevails if approved by a majority of those voting, and the objecting member's position prevails. If the chair fails to call the vote, the mayor pro tem shall do so and may vote on the appeal; if the appeal carries, the mayor pro tem shall preside for that portion of the meeting and may vote on any substantive or procedural motion made. These rules apply to all city council meetings

§ 2-67. Order of business.

- (a) **Agenda.** The order of business for each regular or special meeting shall be as contained in the agenda prepared by the city manager. The agenda lists subjects to be considered by the council. The mayor or any council member may request items be added by using the agenda-setting process in § 2-64. The agenda and agenda packet shall be delivered to the city council prior to the meeting.
- (b) **Consent agenda.** Items anticipated to be routine and requiring little or no discussion may be placed on a consent agenda to conserve meeting time. Before considering the consent agenda, the mayor shall determine if any item should be removed for individual discussion. Any member of the city council may remove any consent item. Remaining consent items may be approved by a single motion.
- (c) **Council communications.** The city manager shall provide written analyses and recommendations for items to be acted upon, delivered with the agenda packet prior to the meeting unless an emergency condition necessitates later delivery.
- (d) **Oral presentations by city manager.** Matters requiring the city council's attention or action which may have developed since the deadline for delivery of the written council communication (subsection (c) of this section) may, upon approval of the city council, and after satisfying the requirements of the Open Meetings Act, be presented orally by the city manager.

(e) Public participation

- (1) Citizens presentation.** Members of the public may address the city council on items not listed on the agenda and not scheduled as a public hearing, by completing a public meeting appearance form and presenting it to the city secretary before the item is heard. The form shall state the rules for citizens presentations and include an acknowledgment by the speaker that they understand and will adhere to the rules when addressing the city council.
- (2) Public comments (agenda items not set for public hearing).** Speakers must complete and submit a public meeting appearance form to the city secretary prior to the item being reached. Public comments are generally heard at the beginning of the regular meeting after ceremonial items, as specified on the agenda, and must relate to matters within the city's subject-matter jurisdiction.
- (3) Public hearings.** Speakers on items scheduled for public hearing may submit a public meeting appearance form prior to the item being reached. Comments shall be made at the time set for that public hearing.
- (4) Recognition and time limits.** No person may speak without first being recognized by the mayor. Speakers are limited to three (3) minutes each, with a cumulative limit of thirty (30) minutes for those speaking in favor of an item and a like limit for those speaking in opposition. The city council may extend time limits by majority vote. The mayor may, with council concurrence, adjust time allocations based on item complexity and the number of speakers.
- (5) Spokesperson for groups.** To expedite matters and avoid repetition, groups are encouraged to designate a spokesperson. A spokesperson speaking for ten (10) or more individuals present in the council chamber may speak for up to ten minutes; other group members may not speak. The mayor or city secretary must be advised prior to the start, and the mayor may ask members to stand to confirm attendance.
- (6) Relevance.** During public hearings, comments must be germane to the matter being considered. The mayor shall determine relevance, subject to appeal to the council.
- (7) Written comments.** A public meeting appearance form may be used by persons, present at the meeting, who do not wish to or cannot speak. The mayor or city secretary will announce receipt of written comments during testimony, and the minutes will reflect receipt of written comments for and against the item.
- (8) Avoiding repetition; speaking twice.** Speakers shall not present the same or substantially similar comments repeatedly. No person may speak

twice to the same item until all wishing to speak have been recognized. A second opportunity to speak may be allowed only to present new evidence and upon the mayor's ruling, with council concurrence, of good cause.

- (9) **Non-agenda inquiries.** In compliance with the Texas Open Meetings Act, if a member of the public or a member of the city council inquires about a subject for which notice has not been given and is not listed on the meeting agenda, the mayor or the city manager, or his designee, may provide a statement of factual information or reference an existing policy in response to the inquiry. The city council shall not discuss, deliberate or vote on any matter not listed on the agenda, including those matters raised in citizens' presentation, public comments or public hearings. Any requests or proposals for future agenda items resulting from presentations by the public shall be made by the mayor or a council member in accordance with Section 2-64 of these rules of procedure for placing items on meeting agendas.
- (10) **Decorum.** At the beginning or during a meeting, the mayor may announce the need to maintain proper decorum to hear all viewpoints and to refrain from speaking, clapping, or other demonstrations, etc., while others are speaking,
- (11) **Personal attacks prohibited.** No member of the public shall be permitted to conduct any verbal personal attack on the mayor, any member of the council, city staff, or member of any city board or commission. Any such attack or attempted attack may be challenged with a point of order, or the mayor may interrupt an offending speaker to enforce this rule.

§ 2-68. Consideration of ordinances, resolutions, and motions.

- (a) **Form and legality.** All ordinances and resolutions shall be presented only in writing and approved as to form and legality by the city attorney (see Charter Article VI, § 6).
- (b) **Effective date.** Unless otherwise provided by applicable law, all ordinances—except those prescribing a fine or penalty—are effective from and after the date of passage, which may be upon one reading only; ordinances prescribing a fine or penalty are effective after publication in the city's officially designated newspaper.
- (c) **Distribution.** Proposed ordinances are provided in the agenda packet pursuant to section 2-67(a).
- (d) **Recording of votes.** The vote of each council member shall be taken upon passage of all ordinances, resolutions, and motions and entered upon the official record.
- (e) **Vote requirements.** Approval of any ordinance, resolution, or motion requires

the affirmative vote of a majority of the council members present, except as otherwise provided by these rules or by state law. In the event of a tie vote, the mayor shall vote to break the tie. No member shall be excused from voting except on matters involving the member's own official conduct, where the member's financial interests are involved, or when excused by the mayor for other valid reasons.

(f) Order of precedence of motions.

Privileged Motions

1. *Adjourn to a fixed time.* Requires second; not debatable; amendable; majority vote.
2. *Recess meeting.* Requires second; not debatable; not amendable; majority vote. Chair may declare a recess without a vote.
3. *Point of Privilege.* No second; not debatable; no vote; chair rules on admissibility.

Subsidiary Motions (apply to a pending main motion)

4. *Table a motion.* Requires second; not debatable; majority vote.
5. *Call for the question.* Requires second; not debatable; two-thirds vote.
6. *Limit or extend debate.* Requires second; not debatable; amendable; two-thirds vote.
7. *Postpone to a certain time.* Requires second; debatable; amendable; majority vote.
8. *Refer to a committee.* Requires second; debatable; majority vote.
9. *Amend a motion.* Requires second; debatable; amendable; majority vote for most amendments.
10. *Main Motion.* Requires second; debatable; amendable; majority vote.

Motions not amendable: adjourn meeting, table a motion, take from the table, objection to the consideration of the question, postpone indefinitely, call for the question, point of information, point of order, point of privilege, suspend the rules, appeal decision of the chair, and reconsider a motion.

Incidental Motions (no set order of precedence)

- *Appeal decision of chair.* Requires second, not amendable; majority vote.
- *Object to consideration of a question.* No second; not debatable; two-thirds vote sustains the objection.
- *Point of order.* No second; not debatable; not amendable; chair rules.
- *Withdraw a motion.* May be withdrawn by the maker with consent of the seconder; if objection is made, majority vote required to withdraw.
- *Point of Information.* Request to the chair for relevant facts; not for opinion or debate; chair may rule out of order.

Motions Quick Reference				
Motion	Second?	Debatable?	Amendable	Vote
Adjourn to a fixed time	Yes	No	Yes	Majority
Recess	Yes	No	No	Majority
Point of privilege	No	No	No	Chair rules
Table a motion	Yes	No	No	Majority
Call for the question	Yes	No	No	Two-thirds
Limit/extend debate	Yes	No	Yes	Two-thirds
Postpone to certain time	Yes	Yes	Yes	Majority
Refer to committee	Yes	Yes	—	Majority
Amend a motion	Yes	Yes	Yes	Majority
Main motion	Yes	Yes	Yes	Majority
Appeal decision of chair	Yes	—	No	Majority
Object to consideration	No	No	No	Two-thirds to sustain objection
Point of order	No	No	No	Chair rules
Point of information	No	No	No	Chair rules
Withdraw a motion	Consent, if objected majority			Majority

(g) Reconsideration. A motion to reconsider council action may be made no later than the next official council meeting. Items to be reconsidered shall be submitted to the city manager for listing on the formal meeting agenda (not the work session agenda). A motion to reconsider may be made only by a member who voted with the majority and may be seconded by any member; it passes by majority vote. If the motion carries, the council shall reconsider and take action on the corresponding item. No question shall be reconsidered twice except by unanimous consent of the council; actions related to any contract may be reconsidered at any time before final execution.

(h) Appropriation of money. Before formally approving motions that appropriate money, information must be presented showing the purpose of the

appropriation and the account to be credited; the city council shall obtain a report from the city manager as to availability prior to final action.

- (i) **Transfer of appropriations.** Upon written recommendation of the city manager, the city council may transfer at any time an unencumbered balance of an appropriation from one department or division to another

§ 2-69. through § 2-90. (Reserved)

SECTION 3: This Ordinance shall be cumulative of all provisions of the Code of Ordinances of the City of North Richland Hills, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4: 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 in the Code of Ordinances of the City of North Richland Hills that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this ____ day of _____, 2026.

CITY OF NORTH RICHLAND HILLS

Jack McCarty, Mayor

ATTEST:

Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Bradley A. Anderle, City Attorney

INTRODUCTION



CITY COUNCIL MEMORANDUM

FROM: The Office of the City Manager **DATE:** April 13, 2026
SUBJECT: Announcements
PRESENTER:

GENERAL DESCRIPTION:

Announcements

The Sounds of Spring Concert Series kicks off on Friday, April 17 at 7 p.m. on the plaza in front of City Hall. Admission is free. Seating is on the lawn, so don't forget to bring a blanket or lawn chair. A variety of food trucks will be on-site for each concert. Please visit the city's website for more details.

Early voting for the May 2 election will take place April 20 through 28. Registered voters can cast their ballot at NRH City Hall, the BISD Fine Arts Athletics Complex, North Richland Middle School, Smithfield Middle School or any other Tarrant County polling location. The NRH Library is not an early voting location for this election. You can view the early voting schedule and your sample ballot on the Tarrant County Elections website.

Kudos Korner

Every Council Meeting, we spotlight our employees for the great things they do. Tonight we recognize:

Lathan Tolbert in the Planning Department – A real estate management company recently called to share the following: "I wanted you to know what an outstanding job Lathan is doing and how well he is representing the NRH Planning Department. I have had the opportunity to work with Lathan on a couple of projects where I requested supporting documentation for a plat and survey. He was very prompt in his response and accurate with the information he provided. I also observed him interact with another NRH citizen in your office and he was extremely professional, courteous, and knowledgeable. He is an exceptional employee in your department." Thank you, Lathan. Keep up the great work!