

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
NOVEMBER 14, 2022
CITY HALL, 3200 DIANA DRIVE**

The Work Session and Regular Session are open to the public. If Executive Session is required, it will be held in the Council Conference Room, and is closed to the public. Please note that although the Council will generally consider the items on the agenda in the order shown below, they may elect to re-order items in order to accommodate the needs of the Council, city staff, presenters, or the public generally. Therefore, members of the public interested in any agenda item are encouraged to be in attendance at the start of the meeting.

CITY COUNCIL WORK SESSION – 6:30 PM

- 1. Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**
2. MedStar Mobile Healthcare Mutual Aid Presentation
3. Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

A. Citizen Appearances/Public Comments

Citizen comments emailed to Lindsay Wells (lwells@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time. Citizens in attendance at the meeting who have signed a card to speak to the City Council will also be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the city staff and City Council members are prevented from discussion of the subject and may respond only with statements of factual information or existing city policy. Public comment will not be taken on items that the Council has previously considered in a public hearing.

2. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of minutes from the October 24, 2022 City Council Regular Meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1463-22, a Specific Use Permit to allow the use "Farmer's Market" for the property described as Abstract 1241 Tract 2J, Popplewell, S Survey, Richland Hills, Texas, otherwise known as 7206 Latham Drive, Richland Hills, Texas 76118 **PUBLIC HEARING**
- B. Consider Ordinance 1464-22, a Specific Use Permit to allow the use "Car Wash, Full Service" for the property described as Block 15 Lot 5R Richland Hills Addition, Richland Hills, Texas, otherwise known as 7024 Boulevard 26, Richland Hills, Texas 76118 **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Resolution 567-22 establishing a Charter Review Committee

5. CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- A. Consider Medical Services Mutual Aid Agreement for ambulance transport with MedStar Mobile Healthcare and authorize the City Manager to execute the agreement

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. None

8. COMMUNITY INTEREST ITEMS

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that "*a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.*")

The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An “item of community interest” includes the following:

- information regarding holiday schedules;
- honorary recognitions of city officials, employees, or other citizens;
- reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or city employee; and
- announcements involving imminent public health and safety threats to the city

9. EXECUTIVE SESSION

Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 9th day of November 2022 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Wells

Lindsay Wells
City Secretary



ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3810 and reasonable accommodations will be made to assist you.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: C. Russell Shelley, Fire Chief

Date: November 14, 2022

Subject: Hybrid EMS Transport Discussion

Agenda Item:

MedStar Mobile Healthcare Mutual Aid Presentation

Background Information:

The Richland Hills Fire Department (RHFD) began providing ambulance transport service to the citizens of Richland Hills in the early 1970's. Since that time, the Department has grown to a staff of 17 full time personnel including five per shift working a rotating 48 hours on, 96 hours off schedule. Two administrative personnel work Monday through Thursday in line with other city departments. There are currently five personnel on each fire shift with a minimum staffing level of four personnel. Absences are augmented by 15 part time firefighters who work as needed to fill vacancies and maintain five personnel on duty. We are successful in filling open shifts with part time personnel about 50-60% of the time.

When staff is unable to find a part time employee to work, the crew is forced to operate with only four personnel for that shift. This means the fire engine is staffed with only two personnel. Aside from rare instances, RHFD is the only fire department remaining in Northeast Tarrant County that staffs its fire engine in this way. Having only two personnel on a fire engine is a very risky staffing model that reduces fire ground effectiveness and increases the risk to those on the fire engine should they encounter a significant fire or other emergency. Of the roughly 230 shifts per year someone is off, there are four personnel and two on the fire engine about 100 – 110 shifts per year or roughly 27% of our total annual shifts due to no part time employees being available to work.

The original proposal brought forward by staff during the FY 2023 budget process was to increase staffing by three personnel (one per fire shift) to allow a minimum of three personnel on the fire engine at all times. As the process progressed, it became apparent that the most pressing need was to increase public safety salaries in order to retain our existing staff before trying to add more staff to our ranks. Staff supported this decision and began assessing other non-traditional ways to augment our staffing on the fire engine.

Staff reached out to personnel with the Watauga Fire Department (WFD) regarding their several year history of mutual aid with MedStar Mobile Healthcare. WFD staff spoke highly of the relationship and the willingness of their leadership to work with neighboring cities who were not historically part of their organization. Following this discussion with WFD

personnel, staff contacted MedStar leadership and arranged a meeting to discuss a mutual aid agreement with a special feature that would be of great benefit to the City of Richland Hills and the RHFD. During this meeting, staff acknowledged the need for a traditional mutual aid agreement and requested an added benefit of MedStar providing all ambulance transport capabilities on days when RHFD staffing drops below five personnel and no part time personnel are available to work. MedStar has agreed to this service enhancement request in exchange for mutual aid coverage in a specified area around Richland Hills. Lastly, MedStar has requested that the RHFD honor any transport from a resident providing a MedStar membership card as a no balance billing account that will be considered paid in full beyond any payments from insurance if applicable. They will reciprocate this action should the City ever establish a similar membership program.

Through this agreement, the only staffed fire engine in Richland Hills will always be able to maintain a minimum of three personnel on board. This staffing enhancement will enable us to be prepared for all emergency situations we encounter during a shift. Furthermore, any lost ambulance transport revenue will be offset by our provision of mutual aid transport services to the agreed upon areas in the agreement. Both agencies will handle all billing for the transports their agency makes in the mutual aid city. Staff believes this agreement to be a great benefit to our organization that enables proper fire engine staffing without the immediate expense of hiring more personnel to achieve the same outcome.

Financial Considerations:

The interlocal mutual aid agreement has no implementation cost to either agency. The transporting agency will bill the patient and/or their insurance for the service provided. Richland Hills will honor MedStar memberships as paid in full beyond insurance billing if applicable.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

None

Council Action Requested:

This item is for discussion only. A separate item in the regular meeting will request approval of the interlocal mutual aid agreement with MedStar.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Lindsay Wells, City Secretary

Date: November 14, 2022

Subject: Minutes from the October 24, 2022 Regular City Council Meeting

Agenda Item:

Approval of minutes from the October 24, 2022 Regular City Council Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

October 24, 2022 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the October 24, 2022 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
OCTOBER 24, 2022
MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor
Curtis A. Bergthold, Mayor Pro Tem
Douglas Knowlton, Place 1
Travis Malone, Place 2
Javier Alvarez, Place 4
G.W. Estep, Place 5

Council absent

Staff present

Candice Edmondson, City Manager
Lindsay Wells, City Secretary
James Donovan, City Attorney

CITY COUNCIL WORK SESSION – 6:02 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.

- Section 551.071: Consultation with Attorney
 - a. Agenda Item 7D. City Charter Review

Motion: Motion was made by Mayor Pro Tem Bergthold to adjourn into Executive Session and seconded by Councilmember Estep at 6:32 p.m.

Motion carried by a vote of 5-0.

Mayor Lopez reconvened the work session at 7:02 p.m.

2. **Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.**

None.

Mayor Lopez adjourned the work session at 7:02 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:02 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE – Councilmember Knowlton

PRESENTATIONS

1A. Recognition of Outgoing Boards and Commissions Members

Mayor Lopez advised that several longtime City volunteers who had served on the City's boards and commissions recently stepped down from their positions after a collective 32 years of service to the City of Richland Hills. He acknowledged the following volunteers for their service:

4 years of service: Bill Agan – Richland Hills Development Corporation

8 years of service: Chris Utchell – Zoning Board of Adjustment

9 years of service: Pam Burney – Animal Shelter Advisory Board

11 years of service: Sanjay Mathew – Zoning Board of Adjustment

1B. Business Spotlight: 2 Abuelos

Assistant to the City Manager Logan Thatcher introduced the business, 2 Abuelos, located at 7017 Baker Boulevard.

1C. Municipal Court Week Proclamation

Mayor Lopez read a proclamation declaring November 7-11, 2022 as "Municipal Court Week" in Richland Hills and presented it to Court Administrator Alicia St. Cyr.

1D. Citizen Appearances/Public Comments

David White, 7008 Hovenkamp, Richland Hills, expressed concern regarding cleaning a creek near his property as well as a plan for the 100-year flood plain.

Joyce Fiaccone, 3800 Labadie Drive, Richland Hills, advised that she is hosting an online Halloween decorating contest and encouraged participation.

CONSENT AGENDA

2A. Approve minutes from the September 26, 2022 City Council Regular Meeting and the October 10, 2022 City Council Special Called Meeting.

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Estep to approve the consent agenda.

Motion carried by a vote of 5-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS**3A. Approved Ordinance 1461-22, amending Section 6.03, “Zoning Text and Map Amendments” of Article 6, “Development Review Procedures” of Chapter 90, Zoning” of the Richland Hills City Code by revising the regulations for posting a sign regarding a zoning map amendment. PUBLIC HEARING**

Assistant to the City Manager Logan Thatcher presented the item to the City Council and advised that Ordinance 1461-22 amends Subsection 6.03.01 (D)(1), of Article VI, “Development Review Procedures,” of Chapter 90, “Zoning,” of the Richland Hills Code to read as follows:

“(1) At least ten days prior to the public hearing by the planning and zoning commission on a proposed amendment to the zoning text and/or map related to particular property, the city shall cause a sign, clearly visible to passersby, to be placed and maintained on such property.”

The way the Ordinance reads currently:

“(1) At least ten days prior to the public hearing by the planning and zoning commission on a proposed amendment to the zoning text and/or map related to particular property, the applicant shall cause a sign, clearly visible to passersby, to be placed and maintained on such property.”

This amendment is cleaning up the language that is being used to show that the city is responsible for posting signs on the property 10 days prior to the public hearing rather than the applicant.

Mayor Lopez opened the public hearing at 7:18 p.m. and asked to hear from any proponents followed by opponents of the budget.

Hearing none, Mayor Lopez closed the public hearing at 7:18 p.m.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Estep to approve Ordinance 1461-22, amending Section 6.03, “Zoning Text and Map Amendments” of Article 6, “Development Review Procedures” of Chapter 90, Zoning” of the Richland Hills City Code by revising the regulations for posting a sign regarding a zoning map amendment.

Motion carried by a vote of 5-0.

3B. Approved Ordinance 1462-22, amending Section 6.08, “Specific Use Permit (SUP)” of Article 6, “Development Review Procedures” of Chapter 90, Zoning” of the Richland Hills City Code by removing references to the zoning map. PUBLIC HEARING

Assistant to the City Manager Logan Thatcher presented the item to the City Council and advised that Ordinance 1462-22 amends Section 6.08.01(H), of Article VI, “Development Review Procedures,” of Chapter 90, “Zoning,” of the Richland Hills Code is hereby amended to read as follows:

“(H) Attached only to property. Specific use permits are attached to the property, not to the owner, the business, or the subtenant.”

The way the Ordinance reads currently:

(H) Zoning Map

- (1) When the city council authorizes granting of a specific use permit, the Zoning Map shall be amended according to its legend to indicate that the affected area has conditional and limited uses, and said amendment is to indicate the appropriate zoning district for the approved use and prefixed by an "S" designation.
- (2) Specific use permits granted shall be indicated by numerical designation on the Zoning District Map, and a record maintained of the numerical designation of each SUP and the conditions of approval.
- (3) Specific use permits are attached to the property, not to the owner, the business, or the subtenant.

This amendment removes sections 1 and 2 of subsection H “Zoning Map”. When Planned Developments are approved, they will be added to the map. City staff recommends removing the Specific Use Permit designation being added to the map.

Mayor Lopez opened the public hearing at 7:20 p.m. and asked to hear from any proponents followed by opponents of the budget.

Hearing none, Mayor Lopez closed the public hearing at 7:21 p.m.

Motion: Motion was made by Councilmember Estep and seconded by Mayor Pro Tem Bergthold to approve Ordinance 1462-22, amending Section 6.08, “Specific Use Permit (SUP)” of Article 6, “Development Review Procedures” of Chapter 90, Zoning” of the Richland Hills City Code by removing references to the zoning map.

Motion carried by a vote of 5-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. None.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Consider insurance renewal with UnitedHealthcare for annual Group Medical Insurance and MetLife for annual Dental, Vision, Life, Voluntary Life and Disability Insurance for 2023

Finance Director Patricia Albrecht presented the item to the City Council and advised that the City received the medical insurance renewal from UnitedHealthcare (UHC) for the plan year beginning January 1, 2023 and bids from Blue Cross Blue Shield and Excel. After the City's benefits broker, Brinson Benefits, engaged in further negotiations, UHC provided a renewal of three percent for the current plan, as well as a premium holiday credit worth one month's premium payment, approximately \$61,000. Based on the employee census at the time of renewal, the estimated cost to the City for group medical insurance is \$636,556.

Motion: Motion was made by Mayor Pro Tem Bergthold and seconded by Councilmember Knowlton to approve the insurance renewal with UnitedHealthcare for annual Group Medical Insurance and MetLife for annual Dental, Vision, Life, Voluntary Life and Disability Insurance for 2023.

Motion carried by a vote of 5-0.

OTHER ITEMS FOR CONSIDERATION

6A. Approved appointments to Boards and Commissions

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Malone to appoint Victoria Southerland as Place 2 to the Animal Shelter Advisory Board for a two-year term.

Motion carried by a vote of 5-0.

REPORTS & DISCUSSIONS

7A. Tricky Treat Trails & Haunted Stacks

Director of Parks and Recreation Jason Brown provided an update on the upcoming Tricky Treat Trail & Haunted Stacks event being held Friday, October 28, 2022, from 6:30 to 8:30 p.m. at The Link Plaza, the Fire Station, and the Library.

7B. Street Improvement Projects.

Director of Neighborhood Services Scott Mitchell provided a brief update regarding recently completed street projects and an update on the Rufe Snow Drive paving project.

He advised of upcoming projects that will be presented for City Council approval in November.

7C. 4th Quarter Investment Report

Finance Director Patricia Albrecht provided the 4th Quarter Investment Report and advised that the numbers are from the end of the FY2022 fiscal year and are unaudited.

7D. City Charter Review

Councilmember Knowlton advised that he requested a review of the City Charter specifically as it relates to the City Council terms and expanding the number of Councilmembers.

Discussion ensued regarding potentially calling a Charter election for the May 2023 ballot, creating a Charter Review Committee, each member of Council nominating a member of the committee, and the timeframe to call an election.

7E. September Department Reports.

Fire Chief Russell Shelley presented the Fire Department update and advised of paramedic education, the department handled 1,600 calls during Fiscal Year 2022, and advised that Fire Marshal Shelby Brock graduated from the police academy as part of his training.

Library Director Chantele Hancock presented the Library update and advised of overall attendance during recent programs and services provided.

Director of Parks and Recreation Jason Brown presented the Parks Department update including Fiesta de Herencia and annual revenues.

COMMUNITY INTEREST ITEMS

8. Mayor Pro Tem Bergthold advised of several upcoming events:

- Early Voting for the November 8, 2022 Election began Monday, October 24, 2022, and runs through Friday, November 4, 2022. The Link will serve as an Election Day polling place;
- Thursday, October 27, 2022, Spooky Cookie Decorating, 6:00 to 6:30 p.m. and 6:45 to 7:15 p.m.;
- Friday, October 28, 2022, Trick Treat Trail & Haunted Stacks, The Link Plaza, 6:30 to 8:30 p.m.;
- Thursday, November 10, 2022,
 - o Senior Lunch Bunch and Bingo, The Link, 12:00 to 2:00 p.m.;
 - o Tarrant County Food Pantry, The Link Parking Lot, 5:30 p.m. to 7:00 p.m.;
- Friday, November 11, 2022, Veterans Day Ceremony and Patriotic Picnic, Veterans Memorial and The Link Plaza, 11:00 a.m. to 1:00 p.m.;
- Tuesday, November 15, 2022, State of the City, The Link, 6:00 p.m.

- Every Thursday, Coffee Talk, Richland Hills Public Library, 10:00 to 11:30 a.m.;
- 1st, 3rd, and 5th Thursday of the month, Storytime at the library, 6:30 p.m.;
- 2nd and 4th Friday of the month, Arts and Crafts, 6:30 p.m.;
- Last Thursday of the month, Library Lab, 6:30 p.m.;
- Home Delivery Service available to anyone unable to get to the library. Call 817-616-3760 for more information;
- Richland Hills Tea Tasters, try a new tea every month at the library; and
- Free pet adoptions and free pet registration continuing at the Animal Shelter.

Additionally, Mayor Pro Tem Bergthold announced that former Mayor and Councilmember Williss “Bill” Vincent, Jr. passed away on September 22, 2022 at the age of 82. He served on the Richland Hills City Council as a Councilmember from 1986-1988 and served as Mayor from 1988-1990.

EXECUTIVE SESSION

9. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec. 551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None.

ADJOURNMENT

10. A motion was made by Councilmember Knowlton and seconded by Councilmember Malone to adjourn.

Motion carried by a vote of 5-0.

There being no further business to come before the City Council, Mayor Pro Tem Bergthold declared the meeting adjourned at 8:18 p.m.

ATTEST:

APPROVED:

Lindsay Wells, City Secretary

Edward Lopez, Mayor

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: November 14, 2022

Subject: Ordinance 1463-22: Specific Use Permit for 7206 Latham Drive

Agenda Item:

Consider Ordinance 1463-22, a Specific Use Permit to allow the use "Farmer's Market" for the property described as Abstract 1241 Tract 2J, Popplewell, S Survey, Richland Hills, Texas, otherwise known as 7206 Latham Drive, Richland Hills, Texas 76118 **PUBLIC HEARING**

Background Information:

The property at 7206 Latham Drive is a 58,763 square foot lot owned by Luther Daniel Boykin. The building area is 2,600 square feet. The lot is currently zoned Light Commercial.

The applicant for this case is Mr. Boykin. The applicant is seeking a Specific Use Permit (SUP) to permit the use "Farmer's Market" in the Light Commercial zone. Light Commercial does require a Specific Use Permit for this use.

Mr. Boykin rezoned the property from Single-Family Residential to Light Commercial for the use of a Sporting Goods store in April of 2021. Mr. Boykin has changed his plan for the property and sees the best use of the property to be a Farmer's Market. With this Specific Use Permit, Mr. Boykin is requesting the following:

- Allow the use of "Farmer's Market"
- Allow two portable restrooms to stay on site
- Allow the chain link fence to remain at the property

Other considerations for the request are traffic flow through the property, especially with the location being at the corner of Latham and Handley, and parking plan. The use "Farmer's Market" requires two parking spaces per booth. Mr. Boykin inquired about parking along the Oncor easement, however Oncor is still in the process of reviewing the request. The property currently has 40 parking spots.

Also, there will be a permanent food truck establishment located at this property that will be open throughout the week. The applicant has been building a deck on the property to surround the food truck that still needs to be inspected and approved. The actual Farmer's Market will be open on Saturday mornings.

Financial Considerations:

Approval of the Specific Use Permit will not require additional funding from the city

Legal Review:

The City Attorney has reviewed the Ordinance

Board/Citizen Input:

Planning and Zoning Commission recommended approval 4-0 on October 25, 2022, with the following stipulations:

- That the chain link fence on the south and the west is properly screened with slats.
- Two portable restrooms are permitted to stay on site, on the condition that screening is provided when the farmer's market is not in operation.

Attachments:

Specific Use Permit Application
Location Map
Property Photo
Proposed Plan
Ordinance 1463-22

Suggested Motion:

Motion to approve Ordinance 1463-22, a Specific Use Permit to allow the use "Farmer's Market" for the property described as Abstract 1241 Tract 2J, Popplewell, S Survey, Richland Hills, Texas, otherwise known as 7206 Latham Drive, Richland Hills, Texas 76118



City of Richland Hills Zoning Application

Application Type

- ☒ Specific Use Permit
- ☐ Planned Development
- ☐ Zoning Text Amendment
- ☐ Zoning Map Amendment

Applicant Information

Applicant's Name: LUTHER Daniel Boykin, JR.
Business Name: CITY MARKET
Phone: 817-808-3939 Email: citymarketplace7206@gmail.com

Property Information

Property Address 7206 Lathan Dr. Square Feet 12,000
Building Owner LUTHER Daniel Boykin, JR. Deed Date 2019
Company CITY MARKET Phone 817-808-3939
Owner Address 11105 Silver Horn Dr., Fort Worth, TX. 76108
Owner's Phone # 817-808-3939 Owner's Email danboykinjr@gmail.com
Previous Occupant AT&T
Current Zoning ~~MIX USE~~ LC

Zoning Request

Please describe the nature of your request

SUP for Farmers Market

Luther Daniel Boykin, Jr.

Signature

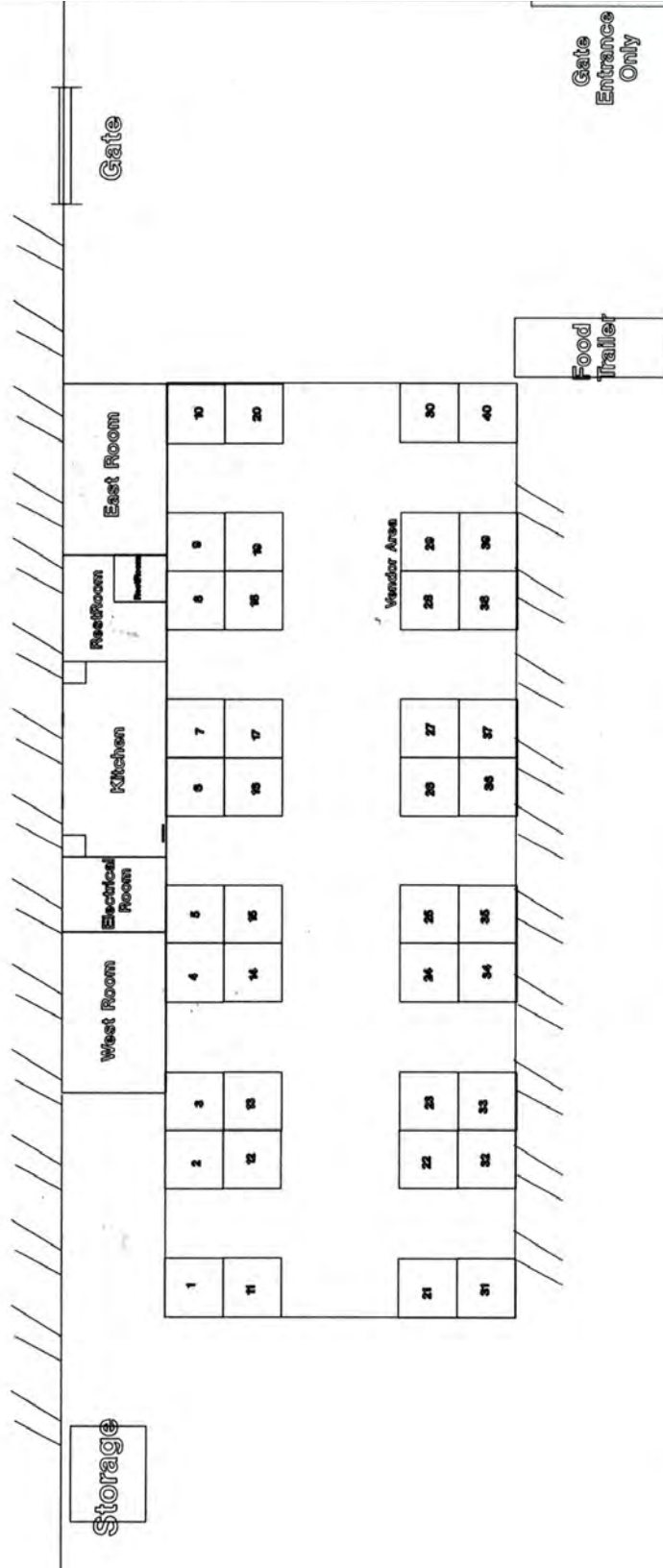
I certify that my answers are true and complete to the best of my knowledge and I understand that false or misleading information in my application may result in zoning violations.



7206 Latham Dr., Richland Hills, Tx 76118

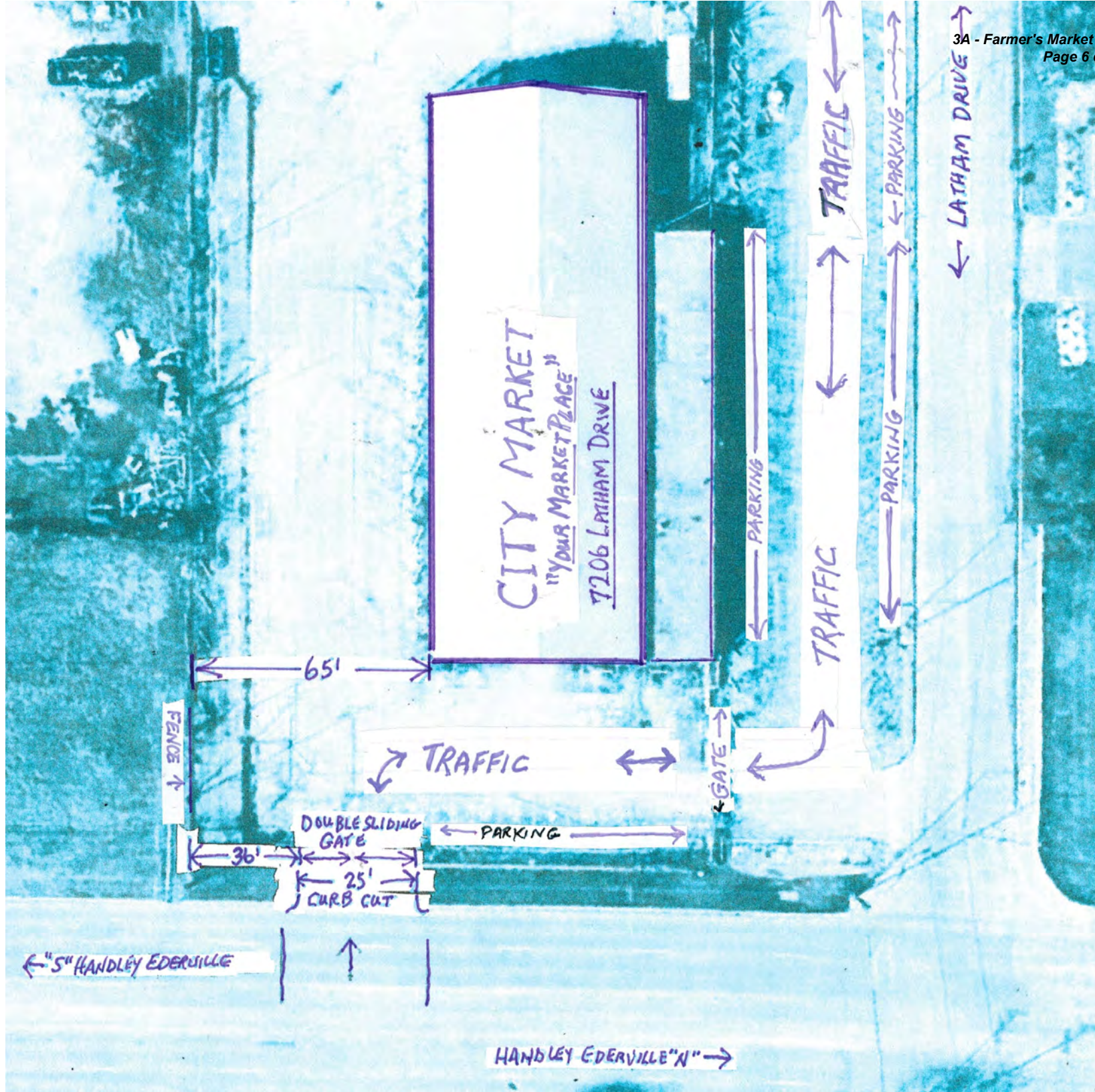
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Parking 50 spots



	Parking/Vendor area 40 Parking spots
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Shop



HANDLEY EDERVILLE "N" →

ORDINANCE NO. 1463-22

AN ORDINANCE AMENDING CHAPTER 90 OF THE RICHLAND HILLS CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY GRANTING A SPECIFIC USE PERMIT PERMITTING A FARMER'S MARKET ON CERTAIN PROPERTY LOCATED AT 7206 LATHAM DRIVE, RICHLAND HILLS, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance, codified as Chapter 90 of the Richland Hills Code, and a comprehensive zoning map, regulating the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a specific use permit for a Farmer's Market use in the "Light Commercial" (LC) Zoning District; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on October 25, 2022, and by the City Council of the City on November 14, 2022 with respect to the use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication, and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to grant such permit on the terms and conditions described herein.

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

**SECTION 1.
SPECIAL USE PERMIT GRANTED**

Chapter 90, "Zoning," of the Richland Hills Code, as amended, is hereby amended so that a specific use permit is granted as shown and described below:

Applicant: Luther Daniel Boykin, Jr.

Property Address: 7206 Latham Drive, Richland Hills, Texas 76118

Legal Description: BEING a tract of land described as Abstract 1241 Tract 2J, Popplewell, S Survey, in the City of Richland Hills, Tarrant County, Texas.

Zoning Change: The property shall remain located in the "Light Commercial" (LC) Zoning District, and a Farmer's Market Specific Use Permit permitting the use of a farmer's market, subject to the conditions outlined on **Exhibit A**, is hereby granted subject to the terms and conditions provided herein.

**SECTION 2.
ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING**

The zoning districts, boundaries, and uses as herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provisions of transportation, water, sewerage, parks, and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

**SECTION 3.
ZONING ORDINANCE AND SPECIAL TERMS AND CONDITIONS APPLICABLE**

The use of the property described herein shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City for the zoning district into which they have been assigned.

SECTION 4. ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all other ordinances of the City of Richland Hills affecting zoning and land use, as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 5. PENALTY CLAUSE

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

SECTION 6. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90 of the Richland Hills Code, as amended, or any other ordinance affecting zoning and land use 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, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 7. SEVERABILITY CLAUSE

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 8.
PUBLICATION CLAUSE**

The City Secretary of the City of Richland Hills is hereby directed to publish in the official newspaper of the City the caption and penalty clause of this Ordinance as required by law.

**SECTION 9.
EFFECTIVE DATE**

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

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on November 14, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY WELLS, CITY SECRETARY

APPROVED AS TO FORM:

JAMES DONOVAN, CITY ATTORNEY

EXHIBIT A

Two portable restrooms are permitted to stay on site, on the condition that screening is provided when the farmer's market is not in operation.

The chain link fence is permitted to remain on the north and east sides of the property, on the condition that the south and west sides of the property are fenced with slatted materials in conformance with the City code.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Logan Thatcher, Assistant to the City Manager

Date: November 14, 2022

Subject: Ordinance 1464-22: Specific Use Permit for 7024 Boulevard 26

Agenda Item:

Consider Ordinance 1464-22, a Specific Use Permit to allow the use “Car Wash, Full Service” for the property described as Block 15 Lot 5R Richland Hills Addition, Richland Hills, Texas, otherwise known as 7024 Boulevard 26, Richland Hills, Texas 76118 **PUBLIC HEARING**

Background Information:

The property at 7024 Boulevard 26 is a 35,327 square foot lot owned by Mr. and Mrs. Chacon. The building area is 4,669 square feet. The lot is currently zoned Retail. The applicant for this case is Mr. Nana. The applicant is seeking a Specific Use Permit (SUP) to permit the use “Car Wash, Full Service” in the Retail zone. Retail does require a Specific Use Permit for this use.

Mr. Nana currently owns and helps operate eleven (11) full-service car wash locations in the Dallas/Fort Worth area. Currently on the lot are two buildings that have been the location for the business Tranquility Spa. The owners are looking to sell to Mr. Nana.

Financial Considerations:

Approval of the Specific Use Permit will not require additional funding from the city

Legal Review:

The City Attorney has reviewed the Ordinance

Board/Citizen Input:

Planning and Zoning Commission recommended approval 4-0 on October 25, 2022 with the stipulation that they meet a 10-foot rear setback from the residential properties.

Attachments:

Specific Use Permit Application
Location Map
Property Photo
Proposed Plan
Ordinance 1464-22

Suggested Motion:

Motion to approve Ordinance 1464-22, a Specific Use Permit to allow the use "Car Wash, Full Service" for the property described as Block 15 Lot 5R Richland Hills Addition, Richland Hills, Texas, otherwise known as 7024 Boulevard 26, Richland Hills, Texas 76118



City of Richland Hills Zoning Application

Application Type

- ☒ Specific Use Permit
- ☐ Planned Development
- ☐ Zoning Text Amendment
- ☐ Zoning Map Amendment

Applicant Information

Applicant's Name: Viran Nana

Business Name: Q Wash Management LLC

Phone: 817-308-1780 Email: viran@Qcompanies.us

Property Information

Property Address 7024 Boulevard 26 Richland Hills 76180 Square Feet 35,327 sqft

Building Owner Frieda Chacon Deed Date _____

Company N/A Phone 817-233-2612

Owner Address 6820 San Fernando Drive, Fort Worth 76131-2868

Owner's Phone # 817-233-2612 Owner's Email Chacon227@yahoo.com

Previous Occupant _____

Current Zoning R - Retail

Zoning Request

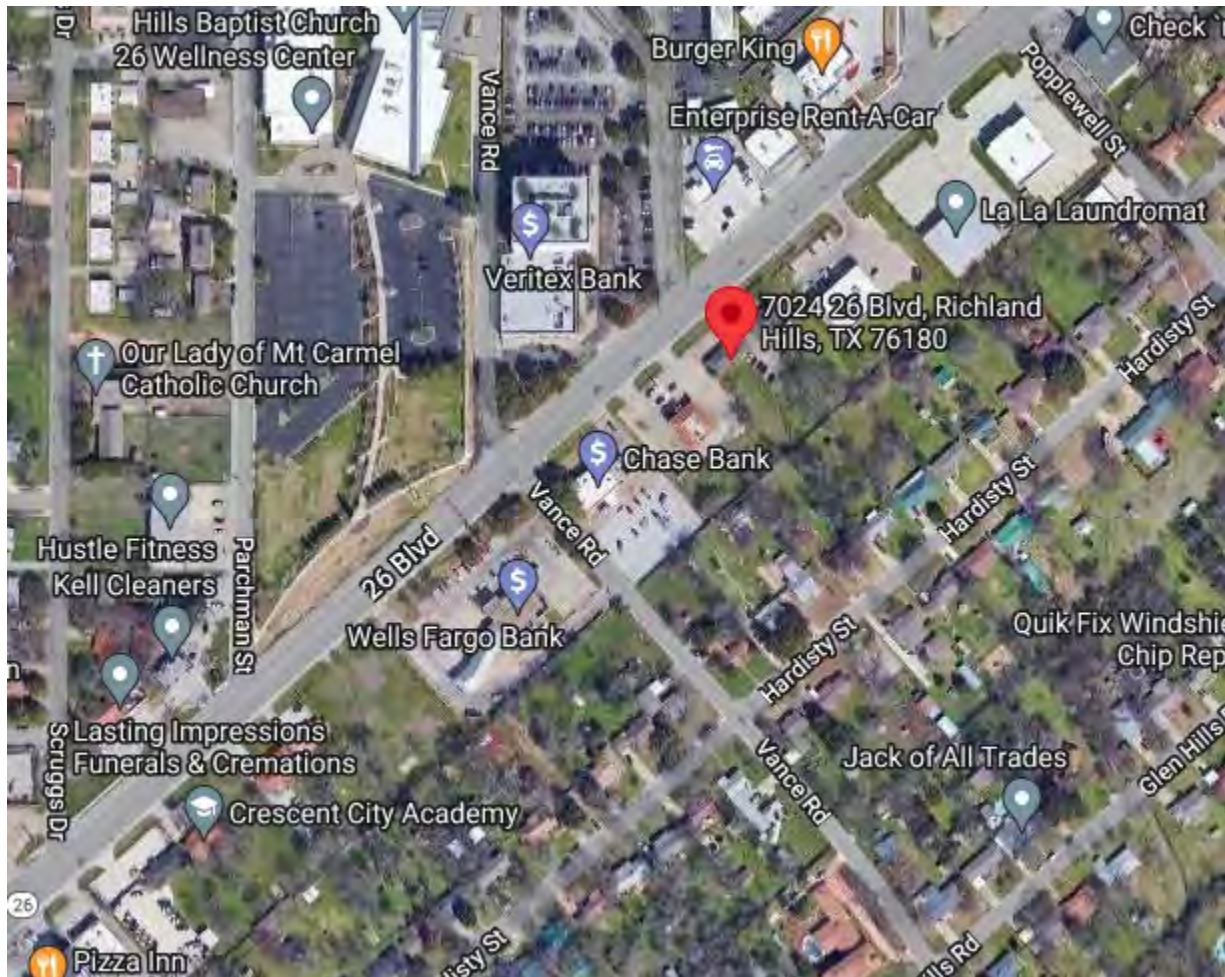
Please describe the nature of your request

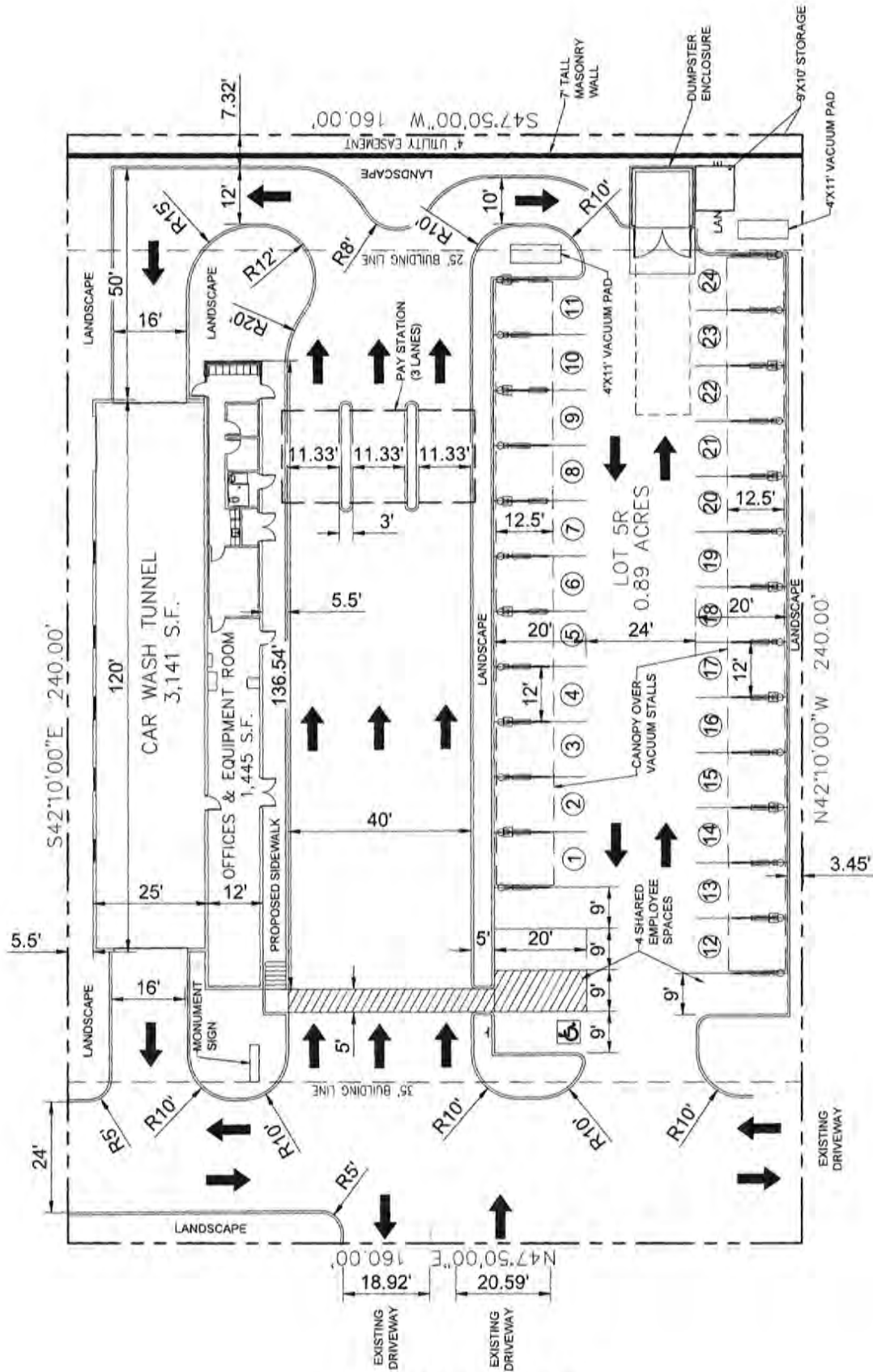
To develop a modern environmentally conscious express tunnel car wash. We will have attractive
Landscaping, building design & finishes. We will recycle 70%-80% of water used, Professional
operations with team members in good uniforms providing outstanding service and keeping all
areas clean and attractive. Free Turbo Vacuums, High Pressure Air, mat cleaners & towels.

Signature

I certify that my answers are true and complete to the best of my knowledge and I understand that false or misleading information in my application may result in zoning violations.

Signature:  Date: September 29th 2022





GRAPEVINE HWY.
(BOULEVARD 26)

ORDINANCE NO. 1464-22

AN ORDINANCE AMENDING CHAPTER 90 OF THE RICHLAND HILLS CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY GRANTING A SPECIFIC USE PERMIT PERMITTING A CAR WASH, FULL SERVICE, ON CERTAIN PROPERTY LOCATED AT 7024 BOULEVARD 26, RICHLAND HILLS, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance, codified as Chapter 90 of the Richland Hills Code, and a comprehensive zoning map, regulating the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a specific use permit for a Car Wash, Full Service use in the "Retail" (R) Zoning District; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on October 25, 2022, and by the City Council of the City on November 14, 2022 with respect to the use changes described herein; and

WHEREAS, all requirements of law dealing with notice to other property owners, publication, and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to grant such permit on the terms and conditions described herein.

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

**SECTION 1.
SPECIAL USE PERMIT GRANTED**

Chapter 90, "Zoning," of the Richland Hills Code, as amended, is hereby amended so that a specific use permit is granted as shown and described below:

Applicant: Viran Nana

Property Address: 7024 Boulevard 26, Richland Hills, Texas 76118

Legal Description: BEING a tract of land described as Block 15, Lot 5R, Richland Hills Addition, in the City of Richland Hills, Tarrant County, Texas.

Zoning Change: The property shall remain located in the "Retail" (R) Zoning District, and a Car Wash, Full Service, Specific Use Permit permitting the use of a full-service car wash, subject to the conditions outlined on **Exhibit A**, is hereby granted subject to the terms and conditions provided herein.

**SECTION 2.
ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING**

The zoning districts, boundaries, and uses as herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets; to secure safety from fire, panic, flood, and other dangers; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; and to facilitate the adequate provisions of transportation, water, sewerage, parks, and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

**SECTION 3.
ZONING ORDINANCE AND SPECIAL TERMS AND CONDITIONS APPLICABLE**

The use of the property described herein shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City for the zoning district into which they have been assigned.

SECTION 4. ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all other ordinances of the City of Richland Hills affecting zoning and land use, as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 5. PENALTY CLAUSE

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

SECTION 6. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90 of the Richland Hills Code, as amended, or any other ordinance affecting zoning and land use 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, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 7. SEVERABILITY CLAUSE

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 8.
PUBLICATION CLAUSE**

The City Secretary of the City of Richland Hills is hereby directed to publish in the official newspaper of the City the caption and penalty clause of this Ordinance as required by law.

**SECTION 9.
EFFECTIVE DATE**

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

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on November 14, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY WELLS, CITY SECRETARY

APPROVED AS TO FORM:

JAMES DONOVAN, CITY ATTORNEY

EXHIBIT A

Landscape buffer to be extended to a total of ten (10) feet on the southeast (rear) property line.

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: November 14, 2022

Subject: Charter Review Committee

Agenda Item:

Consider Resolution 567-22 establishing a Charter Review Committee

Background Information:

On October 24, 2022 City Council discussed the need to conduct a formal review of the City Charter. During discussion, Council determined it would be best to establish a Charter Review Committee to work with City staff and the City Attorney on proposed amendments. A draft resolution establishing the Charter Review Committee and its duties has been prepared by the City Attorney. Council may propose changes to the Resolution during the meeting. City Council should plan to nominate members to the Charter Review Committee on Monday evening so work can begin the week after Thanksgiving.

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the Resolution

Board/Citizen Input:

N/A

Attachments:

Resolution 567-22

Council Action Requested:

Motion to approve Resolution 567-22 establishing a Charter Review Committee

RESOLUTION NO. 567-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, ESTABLISHING A CHARTER REVIEW COMMITTEE; ESTABLISHING THE DUTIES OF THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Richland Hills ("City") was originally approved by the electorate on August 11, 1986; and

WHEREAS, the Charter of the City has not been reviewed for State law conflicts and other possible amendments since a Charter amendment vote by the electorate on November 5, 2013.

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

SECTION 1.

A City of Richland Hills Charter Review Committee is hereby created to review proposed amendments to the Charter of the City that are recommended by City Staff or the City Attorney's office, and to report to the City Council with recommendations for the amendment of the Charter, if any. The Charter Review Committee is not being asked to consider amendments to any Charter section not recommended by City Staff or the City Attorney's office.

SECTION 2.

The Charter Review Committee shall be composed of six (6) members, to be appointed by the Mayor and City Council.

(Council, Place 1)	Place 1: _____
(Council, Place 2)	Place 2: _____
(Council, Place 3)	Place 3: _____
(Council, Place 4)	Place 4: _____
(Council, Place 5)	Place 5: _____
(Mayor)	Place 6: _____

All members must be residents of the City and must have resided within the City for twelve (12) consecutive months preceding their appointment. All members must be registered voters. Preference in appointment shall be given to new volunteers who have never served on any other board or commission in the City. No former council member, or spouse of a former council member, may sit on this Committee. A senior staff liaison designated by the City Manager will attend all meetings.

SECTION 3.

The Charter Review Committee shall have five (5) meetings beginning the week of November 28, 2022 and concluding the week of January 9, 2023.

SECTION 4.

A final report approved by the affirmative vote of a majority of the total membership of the Committee shall be presented to the City Council on all recommendations for amendment of the Charter.

SECTION 5.

Committee members shall serve until the final report of the Committee is accepted by the City Council, or the Committee is discontinued by action of the City Council. The Committee shall appoint one member to serve as Chairperson to the Committee. The Chairperson will vote only in case of a tie. The Committee may adopt such rules as are necessary for the conduct of the Committee meetings. Minutes shall be kept of each meeting by the Committee and shall detail the action taken at each meeting. Such minutes shall be filed with the City Secretary as official City records. All Committee meetings shall be open to the public and notice of such meetings shall be posted in accordance with the Texas Government Code, Chapter 551.

SECTION 6.

This Resolution shall become effective immediately upon its passage.

APPROVED AND ADOPTED at a regular called meeting of the Richland Hills City Council on November 14, 2022, by a vote of ____ ayes, ____ nays, and ____ abstentions.

APPROVED:

The Honorable Mayor Edward Lopez

ATTEST:

Lindsay Wells, City Secretary

Memorandum

To: Honorable Mayor Edward Lopez and Richland Hills City Council Members

From: C. Russell Shelley, Fire Chief

Date: November 14, 2022

Subject: MedStar Mutual Aid Agreement

Agenda Item:

Consider Medical Services Mutual Aid Agreement for ambulance transport with MedStar Mobile Healthcare and authorize the City Manager to execute the agreement

Background Information:

The original proposal brought forward by staff during the FY 2023 budget process was to increase staffing by three personnel (one per fire shift) to allow a minimum of three personnel on the fire engine at all times. As the process progressed, it became apparent that the most pressing need was to increase public safety salaries in order to retain our existing staff before trying to add more staff to our ranks. Staff supported this decision and began assessing other non-traditional ways to augment our staffing on the fire engine.

Staff reached out to personnel with the Watauga Fire Department (WFD) regarding their several year history of mutual aid with MedStar Mobile Healthcare. WFD staff spoke highly of the relationship and the willingness of their leadership to work with neighboring cities who were not historically part of their organization. Following this discussion with WFD personnel, staff contacted MedStar leadership and arranged a meeting to discuss a mutual aid agreement with a special feature that would be of great benefit to the City of Richland Hills and the RHFD. During this meeting, staff acknowledged the need for a traditional mutual aid agreement and requested an added benefit of MedStar providing all ambulance transport capabilities on days when RHFD staffing drops below five personnel and no part time personnel are available to work. MedStar has agreed to this service enhancement request in exchange for mutual aid coverage in a specified area around Richland Hills. Lastly, MedStar has requested that the RHFD honor any transport from a resident providing a MedStar membership card as a no balance billing account that will be considered paid in full beyond any payments from insurance if applicable. They will reciprocate this action should the City ever establish a similar membership program.

Through this agreement, the only staffed fire engine in Richland Hills will always be able to maintain a minimum of three personnel on board. This staffing enhancement will enable us to be prepared for all emergency situations we encounter during a shift. Furthermore, any lost ambulance transport revenue will be offset by our provision of mutual aid transport services to the agreed upon areas in the agreement. Both agencies will handle all billing for the transports their agency makes in the mutual aid city. Staff believes this agreement

to be a great benefit to our organization that enables proper fire engine staffing without the immediate expense of hiring more personnel to achieve the same outcome.

Financial Considerations:

The interlocal mutual aid agreement has no implementation cost to either agency. The transporting agency will bill the patient and/or their insurance for the service provided. Richland Hills will honor MedStar memberships as paid in full beyond insurance billing if applicable.

Legal Review:

The City Attorney has reviewed the agreement and suggested one change that MedStar has agreed to make in the document.

Board/Citizen Input:

N/A

Attachments:

Interlocal Mutual Aid Agreement;

Council Action Requested:

Motion to approve Medical Services Mutual Aid Agreement for ambulance transport with MedStar Mobile Healthcare and authorize the City Manager to execute the agreement



MEDICAL SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT is made between the City of Richland Hills (“Agency”) and the Metropolitan Area EMS Authority dba MedStar Mobile Healthcare (“MedStar”). The parties may be mutually referred to as the "Contracting Agencies" or singularly as "Agency".

WHEREAS, the Contracting Agencies maintain paid and/or volunteer emergency medical services, together with personnel and equipment used to provide such services;

WHEREAS, more than one medical emergency may arise contemporaneously in one or the other of the jurisdictions of the Contracting Agencies resulting in greater demands than the manpower and/or equipment of that Agency can handle or an emergency may arise that is of such intensity that it cannot be handled solely by the equipment and manpower of the Agency in whose jurisdiction the emergency occurs or an emergency may arise which transcends jurisdictional boundaries;

WHEREAS, non-emergency or scheduled requests for medical transportation may arise that cannot be performed with the manpower of the Agency in whose jurisdiction the non-emergency occurs or a non-emergency may arise which transcends jurisdictional boundaries;

NOW, THEREFORE, in consideration of the mutual covenants, performances and agreements hereafter set forth, it is mutually understood and agreed between the Contracting Agencies as follows:

Article 1 Definitions. The “Answering Agency” is the Agency that responds to the request for emergency medical services or non-emergency medical services. The “Requesting Agency” is the Agency requesting medical transportation services assistance under this Agreement.

Article 2 Mutual Assistance and Aid. Subject to the exceptions stated below, the Contracting Agencies agree to respond when possible to requests for medical transportation services assistance. These requests by the Requesting Agency may or may not originate within jurisdictional boundaries of the Answering Agency. The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Answering Agency, subject, however, to the terms of this Agreement. Included in such Answering Agency's discretion shall be a determination of whether or not such a request for assistance may be answered without jeopardizing the safety and protection of the citizens and property of the Answering Agency. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting Agency.

Article 3 Requests for Assistance and Aid. An authorized official representing a Requesting Agency shall make all requests for aid. Each request for aid is subject to approval by an official of the Answering Agency, without charge to the Requesting Agency, and with the understanding that personnel and equipment of the Answering Agency shall be subject only to the liability, workers' compensation, and/or other insurance of that Answering Agency.

- 3.1 Any request for assistance hereunder should include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and response personnel are to be dispatched. However, an official of the Answering Agency shall determine the type and quantity of equipment and personnel to be furnished.



- 3.2 The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the official(s) of that Answering Agency. If the Answering Agency accepts a request for aid hereunder, the Answering Agency agrees to respond promptly and shall assume full responsibility for the medical transportation service from that point forward.

Article 4 Emergency Medical Services. When emergency medical services are requested, the Answering Agency shall have its personnel report to the Incident Commander ("IC") or other scene commander at the location to which the equipment and personnel are dispatched.

- 4.1 All activities shall be coordinated with the IC. Though coordination of activities occurs by the IC, the equipment and personnel of the Answering Agency shall be under the ultimate supervision of the designated personnel of the Answering Agency. The personnel of the Answering Agency shall coordinate the Answering Agency's efforts with the IC. At no time shall the Answering Agency be expected to operate contrary to standing orders or protocols of its physician advisor.
- 4.2 Agency policies, operating licenses, or federal or state regulations, except as specifically provided for in writing by local, state or federal authority and/or except when destination policies are otherwise modified as necessary. If at any time the Answering Agency responds to a mutual aid call for emergency medical services where the Requesting Agency is not at the scene, the Answering Agency will follow the treatment protocols and procedures of its physician advisor or other medical control, pursuant to the applicable Incident Command System.
- 4.3 Response personnel shall contact the medical base of their own Agency for further orders and designation sites. It is agreed that the Answering Agency shall not be responsible for any response time compliance or penalties under this Agreement.

Article 5 Release of Answering Agency. For emergency medical services, an Answering Agency shall be released from service by the Requesting Agency/Incident Commander when the services of the Answering Agency are no longer required, or when the Answering Agency determines, in its discretion, that its services are needed in another jurisdiction.

- 5.1 For non-emergency medical services, an Answering Agency shall be released from service when the services are complete or the Requesting Agency notifies the Answering Agency that the services are no longer required or when the Answering Agency determines, in its discretion, that its services are needed in another jurisdiction.

Article 6 Rights and Privileges Retained. The personnel of each Agency, while engaged in performing any mutual aid service, activity, or undertaking under provisions of this Agreement, shall have and retain all rights and privileges notwithstanding that mutual aid service is being performed in or for the other Agency. Additionally, the Answering Agency's physician advisor and appropriate medical protocols shall govern the Answering Agency's actions.

Article 7 Compensation and Billing. The Answering Agency shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws, provided, however, that the Answering Agency agrees to honor the terms of any membership or subscription programs in force in the Requesting Agency's jurisdiction with regards to ground ambulance service performed for a member subscriber pursuant to this Agreement.



Article 8 Indemnification. To the extent permitted by law each Agency will indemnify and hold the other Agency harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying Agency related to the performance of this Agreement. Such indemnification for acts occurring or alleged to have occurred during the Term of this Agreement shall survive the termination of the Agreement for any reason. Nothing in this provision shall otherwise limit or waive any other immunity or defense available to either Agency or its agents, and employees.

Article 9 Insurance. Each Agency represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

9.1 The coverage shall extend to each Agency hereto, including its officers, agents, and employees.

9.2 Each Agency shall provide a certificate of insurance to the other which will provide that the policy or coverage thereunder cannot be altered or terminated without thirty (30) days written notice to the other party to this Agreement.

Article 10 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to MedStar:

MAEMSA
Attn: General Counsel
2900 Alta Mere Dr.
Fort Worth, TX 76116

If to Agency:

City of Richland Hills
Attn: City Manager
3200 Diana Dr.
Richland Hills, TX 76118

Article 11 Term. The initial term of this Agreement shall be one year, commencing on the commencement date hereof, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

Article 12 Termination. Either Agency may terminate this Agreement:

- 12.1 at any time without cause and at its sole discretion upon fifteen (15) days written notice to the other Agency; or
- 12.2 immediately upon the material breach of this Agreement by the other Agency.

Article 13 Referrals. It is not the intent of either Agency that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Agency of patients to the other Agency or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent



with what the parties reasonably believe to be a fair market value for the services provided.

Article 14 Relationship. In the performance of this Agreement, each Agency hereto shall be, as to the other, an independent contractor and neither Agency shall have the right or authority, express or implied, to bind or otherwise legally obligate the other.

- 14.1 Nothing contained in this Agreement shall be construed to constitute either Agency assuming or undertaking control or direction of the operations, activities or medical care rendered by the other.
- 14.2 The parties' administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of aid and the parties' respective rights and obligations hereunder.
- 14.3 It is agreed that the parties shall not be liable for payment of any salary, wages, or other compensation for any of the other Agency's personnel performing services under this Agreement.

Article 15 Force Majeure. Neither Agency shall be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

Article 16 Compliance. The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. Each Agencies ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

Article 17 Medically Equivalent Services. Agency agrees that the level of services provided pursuant to this Agreement shall be substantially medically equivalent to the level of services provided by MedStar.

- 17.1 In this regard, this Agreement is expressly conditioned upon prior certification of Agency as "substantially medically equivalent" by the Emergency Physicians Advisory Board ("EPAB") created pursuant to the Uniform EMS ordinance adopted by all MedStar member cities, as may be amended from time to time. Provided, however, that EPAB shall, in its sole discretion, determine whether Agency's level of service shall be deemed to be "substantially medically equivalent".
- 17.2 The same determination can be made by Agency towards MedStar's medical equivalence. Provided further, that "substantial medical equivalence" shall not necessarily require on-board equipment, training requirements, or medical protocols identical to those employed by EPAB.
- 17.3 Notwithstanding any other provisions regarding termination of this Agreement, EPAB, at any time and in its sole discretion may revoke its certification of "substantial medical equivalence" by notice to Agency, upon which event this Agreement shall immediately terminate.

Article 18 Medical Oversight. The parties agree that they will cooperate fully with and participate in any medical audit requested or conducted by either Agencies medical control authority, or either Agencies medical director or designee, involving ambulance runs provided under this Agreement with which Contracting Agencies were medically involved.

- 18.1 The parties hereto agree that the dispatch center for the Answering Agency shall accurately document the response times for any calls referred and shall report those times to the Requesting Agency for the purpose of monitoring overall response time performance.

Article 19 Non-Exclusion. Each Agency represents and certifies that neither it nor any practitioner who orders or



provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a).

- 19.1 Each Agency further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program.
- 19.2 Each Agency agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the Agency must notify the other Agency within five (5) days of knowledge of such fact, and the other Agency may immediately terminate this Agreement, unless the excluded Agency is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

Article 20 Miscellaneous. This Agreement (including the Schedules hereto):

- 20.1 constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto;
- 20.2 may be amended only by written instrument executed by both parties;
- 20.3 may not be assigned by either Agency without the written consent of the other Agency, such consent not to be unreasonably withheld;
- 20.4 shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns;
- 20.5 shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein;
- 20.6 may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and
- 20.7 shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.



IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of January 1, 2023 (“Commencement Date”).

MedStar Mobile Healthcare

By: _____
Kenneth J. Simpson
Chief Executive Officer

Date: _____

By: _____
Veer D. Vithalani, M.D.
Medical Director
Chief Medical Officer

Date: _____

City of Richland Hills

By: _____
Candice Edmondson
City Manager

Date: _____