

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
NOVEMBER 13, 2023
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 – 6:00 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. Discuss proposed water tank maintenance program
3. Introduction of Mental Health Coordinator Candace Hadnot
4. 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 Rawlinson (lrawlinson@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. Approve minutes from the October 23, 2023 City Council Regular Meeting
- B. Approve Interlocal Agreement with Tarrant County Public Health for food establishment and public swimming pool and spa inspection program services
- C. Approve Resolution 585-23 adopting Texas Department of Transportation (TxDOT) Special Specification 6505 "LED Internally Lighted Street Name Signs" policy and guidelines
- D. Approve renewal of Managed Services Agreement with TodoVerde, LLC for information technology services and authorize City Manager to sign agreement

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. None

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Ordinance 1490-23 appointing the Judge and Associate Judges of the Richland Hills Municipal Court
- B. Consider Resolution 586-23 casting the City of Richland Hills' allocated votes in the election of the Tarrant Appraisal District Board of Directors

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

- A. Consider agreement with Cary Services for HVAC improvements at the Law Enforcement Center and authorize City Manager to sign agreement
- B. Consider insurance benefit renewal with United Healthcare for annual Group Medical Insurance and MetLife for annual Life, Voluntary Life and Disability Insurance and consider new insurance benefits with Guardian for Dental and Vision Insurance for calendar year 2024

6. OTHER ITEMS FOR CONSIDERATION

- A. Accept resignation of Judge Wendy Cooper from the Teen Court Advisory Board and consider appointment of Judge Bonnie Wolf to the Teen Court Advisory Board

7. REPORTS & DISCUSSIONS

A. Trailer parking on public streets

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 8th day of November 2023 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 Rawlinson

Lindsay Rawlinson
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: Kip Dernovich, Director of Public Works and Capital Projects

Date: November 13, 2023

Subject: Water Tank Maintenance

Agenda Item:

Discuss proposed water tank maintenance program

Background Information:

In FY 2023, Public Works (PW) staff were notified of some repairs and maintenance that would be required for the Rena Water Tank. Quotes were requested and an estimate of \$300,000 was established. This amount was placed in the FY 2024 Utility Fund budget for full rehabilitation of the water tank.

In September 2023, Maguire Iron Incorporated (Maguire) presented a proposal to PW staff for a ten (10) year, turn-key water tank maintenance service plan. The plan would provide annual preventive maintenance to all water towers and tanks within the City's water system (paint, protective coatings, chemical washes, inspections, etc.). There is a non-appropriation clause in the proposal that allows the city to stop the plan at any time. Funding for the plan would be allocated on an annual basis during the budget process. Staff will provide a presentation on the proposed plan during work session for Council discussion.

Financial Considerations:

A financial analysis will be provided during the presentation.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Discussion Item Only

Memorandum

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

From: Kimberly Sylvester, Chief of Police

Date: November 13, 2023

Subject: Introduction of Mental Health Coordinator

Agenda Item:

Introduction of Mental Health Coordinator, Candace Hadnot

Background Information:

Candace Hadnot joined the Richland Hills, Haltom City and Watauga team as the Mental Health Coordinator on September 11, 2023.

Ms. Hadnot was employed with the Tarrant County Sheriff's Office as a Forensic Lead for MHMR prior to accepting the position. Through her job, she had daily interaction with inmates in crisis or with mental illness. She had daily goals and requirements for interviewing the clients and she previously worked with probationers and parolees.

Her past jobs include working at Child Protective Services as a conservatorship specialist. In all these roles she had responsibilities for case management, documentation, advocacy, and referral. She has interest in advocating for those with mental illness and has a special interest in educating others about human trafficking. She is passionate about teaching others as well.

We welcome Ms. Hadnot to her new position serving the communities of Richland Hills, Haltom City and Watauga. She will be attending the meeting and will briefly review the programs and services she offers to our community.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Action Requested

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: November 13, 2023

Subject: Minutes from the October 23, 2023 Regular City Council Meeting

Agenda Item:

Approval of minutes from the October 23, 2023 Regular City Council Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

October 23, 2023 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the October 23, 2023 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
OCTOBER 23, 2023
MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor
G.W. Estep, Mayor Pro Tem
Douglas Knowlton, Place 1
Travis Malone, Place 2
Theresa Bledsoe, Place 3
Javier Alvarez, Place 4
Roland Goveas, Place 6

Council absent

Staff present

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

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.

None.

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.**

7A. *Street Improvement Update*

Director of Public Works and Capital Projects Kip Dernovich presented the street improvement update and advised that work on Dover Lane was substantially completed by September 28, 2023. He provided an update on road projects on Magnolia Park and the intersection of Handley Ederville Road and Burns.

7B. *Tricky Treat Trails & Haunted Stacks*

Library Director Chantele Hancock provided an update on the upcoming Haunted Stacks event being held Friday, October 27, 2023, from 6:30 to 8:30 p.m. at The Link Plaza, the Fire Station, and the Library.

7C. 4th Quarter Investment Report

Director of Finance and Administrative Services Lupe Rios provided the 4th Quarter Investment Report for FY2023.

7D. September Department Reports

Director of Finance and Administrative Services Lupe Rios presented the Finance Department update and advised that the City is in a healthy financial position.

Library Director Chantele Hancock provided the Library update and advised of events including Fiesta de Herencia and Richland Middle School's Hispanic Heritage Festival.

Police Chief Kimberly Sylvester presented the Police Department update and advised of issues related to the Animal Shelter.

Mayor Lopez adjourned the work session at 7:03 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:04 p.m.**INVOCATION AND PLEDGES OF ALLEGIANCE – Mayor Lopez****PRESENTATIONS****1A. Employee Service Award**

Mayor Lopez announced the employee service awards and expressed congratulations to the following employee on reaching an employment milestone with the City of Richland Hills:

5 Years of Service

Library Assistant Sarah Patrick

1B. Red Ribbon Week Proclamation

Mayor Lopez read a proclamation declaring October 23-29, 2023 as “Red Ribbon Week” in Richland Hills.

1C. Municipal Court Week Proclamation

Mayor Lopez read a proclamation declaring November 6-10, 2023 as “Municipal Court Week” in Richland Hills and presented it to Director of Finance and Administrative Services Lupe Rios.

1C. Citizen Appearances/Public Comments

None.

CONSENT AGENDA**2A. Approved minutes from the October 9, 2023 City Council Regular Meeting**

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

Motion carried by a vote of 7-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3A. Approved Ordinance 1486-23, a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for certain alcohol related uses to be an authorized use by right or by specific use permit within specified zoning districts, and to establish conditional development standards for certain alcohol related uses, and to amend Article 8 to add definitions for certain alcohol related uses PUBLIC HEARING

Development Services Manager Logan Thatcher presented the item to the City Council and advised that this item was initially considered at the October 9, 2023 City Council meeting where it was tabled for further consideration. He stated that in December 2000, Richland Hills voters approved two local option elections to allow “the legal sale of beer and wine for off-premises consumption only” and “the legal sale of mixed beverages in restaurants by food and beverage certificate holders only”. In October 2000, the Planning and Zoning Commission discussed adding alcohol uses including definitions of brewery, brewpub, tap room, wine bar, and winery to the Comprehensive Zoning Ordinance in correlation with the local options but the uses were never formally approved and codified by the Planning and Zoning Commission and City Council.

Additionally, on November 7, 2023, a local option election will be held to allow “the legal sale of all alcoholic beverages for off-premise consumption only.” The proposed ordinance adds definitions and zoning specifications to the previously approved alcohol uses as well as the definition of a package liquor store.

Discussion ensued regarding the differences between wine bars and traditional bars and Mr. Thatcher advised that traditional bars would not be allowed in Richland Hills as the voters have not approved that alcohol use. The election that will be held on November 7, 2023 will not change that.

Mayor Lopez opened the public hearing at 7:32 p.m. and asked to hear from any proponents followed by opponents.

Mayor Lopez read an email from Shannon Bledsoe, 2716 Spruce Park Drive, Richland Hills, expressing her concern regarding traditional bars and liquor stores along Baker Boulevard.

Joyce Fiaccone, 3800 Labadie, Richland Hills, expressed her opposition to allowing liquor stores along Baker Boulevard.

Mayor Lopez closed the public hearing at 7:34 p.m.

Further discussion ensued regarding allowing different types of alcohol establishments along Baker Boulevard and not limiting a potential tax revenue source.

Motion: Motion was made by Councilmember Goveas and seconded by Mayor Pro Tem Estep to approve Ordinance 1486-23 a zoning text amendment to Chapter 90 of the Comprehensive Zoning Ordinance of the City of Richland Hills by amending Article 3 to allow for certain alcohol related uses to be an authorized use by right or by specific use permit within specified zoning districts, and to establish conditional development standards for certain alcohol related uses, and to amend Article 8 to add definitions for certain alcohol related uses.

Motion carried by a vote of 7-0.

3B. Approved Ordinance 1488-23, a zoning change from Single Family-10 to Mixed Use at the property described as Block 29 Lot 24 N 150' of Lot 24, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard, Richland Hills, Texas 76118 and the property described as Block 29 Lot 24A, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard PUBLIC HEARING

Development Services Manager Logan Thatcher presented the item to the City Council and advised that applicant Kairi Gardner with LE Engineering is seeking to rezone the property at 6831 Baker Boulevard. The property is one lot but has two separate Tarrant Appraisal District (TAD) accounts that are addressed as 6831 Baker Boulevard. The southern portion off Baker Boulevard is zoned Mixed Use, while the property just north is zoned Single Family-10. The applicant has purchased the property which includes both portions of the lot and is requesting that the zoning be congruent by rezoning the back portion to Mixed Use. The Future land use plan references Mixed Use for the south side of the lot and Single Family-10 for the north portion. Additionally, the Planning and Zoning Commission considered the item at their September 26, 2023 meeting and recommended approval of the zoning change by a vote of 3-0.

Mr. Thatcher advised that the property had needed a lot of remediation and the applicant has done significant work already such as removing mold.

Mayor Lopez opened the public hearing at 7:47 p.m. and asked to hear from any proponents followed by opponents.

Hearing none, Mayor Lopez closed the public hearing at 7:47 p.m.

Motion: Motion was made by Mayor Pro Tem Estep and seconded by Councilmember Knowlton to approve Ordinance 1488-23, a zoning change from Single Family-10 to Mixed Use at the property described as Block 29 Lot 24 N 150' of Lot 24, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard, Richland Hills, Texas 76118 and the property described as Block 29 Lot 24A, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard.

Motion carried by a vote of 7-0.

3C. Approved Ordinance 1489-23, a Specific Use Permit to permit the use "Outside Storage, Incidental Use" at the property described as Block 29 Lot 24 N 150' of Lot 24, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard, Richland Hills, Texas 76118 and the property described as Block 29 Lot 24A, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard PUBLIC HEARING

Development Services Manager Logan Thatcher presented the item to the City Council and advised that applicant Kairi Gardner with LE Engineering is seeking a Specific Use Permit (SUP) for his property at 6831 Baker Boulevard for "Outside Storage and Display, incidental use." The applicant will be storing vehicles, and occasionally some equipment. They plan to screen the entire back portion for the outside storage with an eight-foot masonry wall. Additionally, the Planning and Zoning Commission considered the item at their September 26, 2023 meeting and recommended approval of the specific use permit by a vote of 3-0.

Mayor Lopez opened the public hearing at 7:54 p.m. and asked to hear from any proponents of the case followed by opponents.

Hearing none, Mayor Lopez closed the public hearing at 7:55 p.m.

Motion: Motion was made by Councilmember Goveas and seconded by Councilmember Malone approve Ordinance 1489-23, a Specific Use Permit to permit the use "Outside Storage, Incidental Use" at the property described as Block 29 Lot 24 N 150' of Lot 24, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard, Richland Hills, Texas 76118 and the property described as Block 29 Lot 24A, Richland Hills addition, Richland Hills, Texas, otherwise known as 6831 Baker Boulevard

Motion carried by a vote of 7-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS**4. None****CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS****5A. Approved Professional Engineering/Planning Services Agreement with Halff Associates, Inc. for Richland Hills Comprehensive Plan Update**

City Manager Candice Edmondson advised that the City of Richland Hills adopted the current comprehensive plan in May 2014. As market, population and environmental trends change, comprehensive plans should be reviewed and updated. Best practice standards recommend updating comprehensive plans every ten years.

On July 19, 2023, the City issued a Request for Qualifications (RFQ) for a Comprehensive Plan Update. Four firms submitted responses: Dunaway, Freese and Nichols, Halff Associates, Inc. and Olsson Studio. Based on their proposal and staff interview, staff recommends that City Council enter into an agreement with Halff Associates for the comprehensive plan update. Halff provided a proposal that combines a character-based land use plan with a dedicated economic development strategy that aligns with the City's strategic goals. The comprehensive plan update is anticipated to take fourteen months from commencement to adoption.

Director of Planning Brennan Kane, Halff Associates, spoke about the Company's vision for the Comprehensive Plan and the plan to include the citizens in the process by possibly creating an advisory board and requesting citizen input. Additionally, he advised of his experience in helping a city that is built out and a possible zoning ordinance update.

Motion: Motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Estep to approve Professional Engineering/Planning Services Agreement with Halff Associates, Inc. for Richland Hills Comprehensive Plan Update in an amount not to exceed \$225,000.

Motion carried by a vote of 7-0.

OTHER ITEMS FOR CONSIDERATION**6A. Approved canceling the November 27th and December 25th City Council meetings and rescheduling the December 11th City Council meeting**

City Manager Candice Edmondson advised that due to upcoming holiday schedules, staff recommends canceling the November 27th and December 25th City Council meetings. In addition, the Richland Hills City Council was invited to the Tarrant County Mayor's Council Annual Banquet on December 11, 2023, which is a regular City Council meeting date. Staff recommends rescheduling the December 11th City Council meeting to December 18th so that Council Members can attend the Mayor's Council Annual Banquet.

Motion: Motion was made by Councilmember Goveas and seconded by Councilmember Knowlton to cancel the November 27th and December 25th City Council meetings and reschedule the December 11th City Council meeting to December 18th.

Motion carried by a vote of 7-0.

REPORTS & DISCUSSIONS

7A. Street Improvement Update

This item was discussed during the worksession.

7B. Tricky Treat Trails & Haunted Stacks

This item was discussed during the worksession.

Director of Parks and Recreation Jason Brown provided an update on the upcoming Tricky Treat Trail & Haunted Stacks event being held Friday, October 27, 2023, from 6:30 to 8:30 p.m. at The Link Plaza, the Fire Station, and the Library.

7C. 4th Quarter Investment Report

This item was discussed during the worksession.

7D. September Department Reports

This item was discussed during the worksession.

COMMUNITY INTEREST ITEMS

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

- Monday, October 23, 2023 through Friday, November 3, 2023, Early Voting for the Local Option Liquor Election;
- Friday, October 27, 2023, Tricky Treat Trail & Haunted Stack, The Link Plaza, 6:30 to 8:30 p.m.;
- November 1 through 30, Veterans Wall of Honor, The Link;
- Saturday, November 4, 2023, Citywide Clean-up & Green-Up, 9:00 to 11:00 a.m.;
- Tuesday, November 7, 2023, Election Day, The Link, 7:00 a.m. to 7:00 p.m.;
- Thursday, November 9, 2023,
 - 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 to 7:00 p.m.;
- Tuesday, November 14, 2023,
 - o State of the City meeting, The Link, 6:00 p.m.;

- o Richland Hills Literary Club, Public Library, 6:30 p.m.; and
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;

Councilmember Malone advised that Birdville Independent School District schools will be closed for a teacher in-service day on Wednesday, November 1, 2023.

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 Mayor Pro Tem Estep to adjourn.

Motion carried by a vote of 7-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 8:29 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Edward Lopez, Mayor

Memorandum

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

From: Candice Edmondson, City Manager

Date: November 13, 2023

Subject: Interlocal Agreement with Tarrant County Public Health

Agenda Item:

Approve Interlocal Agreement with Tarrant County Public Health for food establishment and public swimming pool and spa inspection program services

Background Information:

The City of Richland Hills contracts with Tarrant County Public Health (TCPH) to perform health inspections for public swimming pools and spas, food service establishments, and childcare facilities. The last TCPH program permit fee increase occurred in 2011, and in 2019 the permit fee cap for counties per the Texas Health & Safety Code 437 was removed.

Since 2019, TCPH has been evaluating and identifying new permit fee price points necessary to accommodate increasing personnel and supply costs. These fees help cover the costs of administering the food establishment and swimming pool permitting and inspection programs. The fees associated with these services are paid directly by the businesses that require the permits and inspections. There is no cost to the City for program administration.

In addition, TCPH has recently adopted new food establishment and swimming pool codes under TAC Chapter 228 and Chapter 265 that are referenced in the Interlocal Agreement. Per the Agreement, the City will need to update City codes, ordinances and fees related to program services.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Tarrant County Interlocal Agreement

Council Action Requested:

Motion to approve an Interlocal Agreement with Tarrant County Public Health for food establishment and public swimming pool and spa inspection program services

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Interlocal Agreement is between **TARRANT COUNTY (“COUNTY”)**, and the **CITY OF RICHLAND HILLS (“CITY”)**.

WHEREAS, **CITY** is requesting the **COUNTY**’s assistance in providing

- ☐ Food establishment inspection program services
- ☐ Public swimming pool and spa inspection program services
- ☒ Both Food establishment and Public swimming pool and spa inspection program services

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the Parties to enter into this Agreement.

WHEREAS, the Commissioners Court of the **COUNTY** finds this Agreement service a public purpose.

NOW, THEREFORE, the **COUNTY** and **CITY** agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The **COUNTY** shall provide

Food establishment inspection program services:

- Provide services, through Tarrant County Public Health, to all public food establishments located within the corporate limits of the **CITY**;
- Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
- Provide certification of establishment for issuance of health permits;
- Notify the **CITY** of violations of the current rules as amended by the Executive Commissioner of Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
- Provide appropriate signs to be posted at public food establishments that do not meet the required standards;
- Document program activities within the **CITY** via periodic reports;
- Collect fees from the inspected establishments;
- Inform **CITY**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner’s Court approval; and
- When required by law, verify food establishment manager training and food handler training and certifications.

For Public swimming pool and spa inspection program services:

- Provide services, through Tarrant County Public Health, to all public and semi-public swimming pools, spas, and interactive water features located within the corporate limits of the **CITY**;
- Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
- Provide certification of establishment for issuance of health permits;
- Notify **CITY** of violations of current rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Provide appropriate signs to be posted at public swimming pool and spa establishments that do not meet the required standards;
- Document program activities within the **CITY** via periodic reports;
- Collect fees from the inspected establishments;
- Inform **CITY**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner's Court approval; and
- When required by law, verify pool operator training certification.

2. CITY RESPONSIBILITY

For Food establishment inspection program services:

- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
- Designate the Medical Director of Tarrant County Public Health Department as the Health Authority for the purposes of this agreement;
- Require all food establishments within the corporate limits of the **CITY** to maintain a valid health permit;
- Agree all health permits fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's Court;
- Revise **CITY** codes/ordinances, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when codes/ordinances are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants; and
- When required by law, require facilities to have certified food mangers and food handlers.

For Public swimming pool and spa inspection program services:

- Adopt the current Texas Health and Safety Code, Title 5, Subtitle A, Chapter(s) 341.064, 341.0645 and 341.0695; Texas Health and Safety Code, Title 1, Chapter 1 Section 1.005, and Texas Health and Safety Code, Title 9, Subtitle A, Chapter 757;
- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Designate the Medical Director of Tarrant County Public Health as the Health Authority for the purposes of this agreement;
- Require all public and semi-public swimming pools/spas within the corporate limits of the **CITY** to maintain a valid health permit;
- Agree all Health permit fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's court;
- Revise **CITY** codes/ordinances, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when codes/ordinances are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants;
- Be responsible for enforcement of the **CITY's** ordinances; and
- When required by law, require facilities to have certified pool/spa operators.

3. CITY ENFORCEMENT

If during an inspection of a food facility, pool or spa, Tarrant County Public Health Department personnel notices a violation of the **CITY's** code, the Tarrant County Public Health Department shall notify the appropriate City official. The **CITY** shall be responsible for the enforcement of the **CITY's** health ordinances. The **COUNTY** shall make available for testimony **COUNTY** personnel whose testimony may be required to support such enforcement action in accordance with the procedures established by CITY MUNICIPAL COURT for the appearance of law enforcement officers.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive **COUNTY** rights under a legal theory of sovereign immunity.

5. THIRD PARTY

This Agreement shall not be interpreted to inure to the benefit of a third party not a party of this Agreement. This Agreement shall not be interpreted to waive any statutory or common law defense, immunity, or any limitation of liability, responsibility or damage of any party to this Agreement, party's agent or party's employee, otherwise provided by law.

6. EXCLUSION OF INCIDENTAL DAMAGES

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY NOR TO ANY PERSON CLAIMING INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, including lost profits, loss of business, or other economic damage and further including injury to property, mental anguish, or emotional distress.

7. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a joint venture between the parties. The Agreement does not appoint any party as agent for the other party.

8. GOVERNING LAW AND VENUE

This Agreement shall be interpreted under the laws of State of Texas. The venue for any lawsuit arising out of this Agreement will be in the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

9. ASSIGNMENT

This Agreement shall not be assigned or transferred and that any attempt to assign or transfer this Agreement or any of its rights or obligations shall be null and void.

10. SEVERABILITY

If any court determines any provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

11. COMPLIANCE WITH LAWS

In providing the services required by the Agreement, CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules and regulations, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

13. TERM

This Agreement shall begin upon the approval of both the City Council and the Tarrant County Commissioner's Court and shall continue until canceled by either party with a minimum of ninety (90) days written notice to the other party.

14. AMENDMENT

No amendment, modification or alternation of the terms of this Agreement shall be binding unless the same is in writing and signed by both parties.

15. TERMINATION

Either party may terminate this Agreement without cause by providing written notice of intent to terminate at least ninety (90) days prior to the intended date of termination. Written notice of intent to terminate shall be sent by certified mail, return receipt requested, to the other party at its address:

Addresses:

Tarrant County Public Health
Attn: Environmental Health Division Manger
1101 S. Main St.
Fort Worth, Texas 76104

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

Executed this _____ day of _____, 20__.

CITY OF RICHLAND HILLS

STATE OF TEXAS
COUNTY OF TARRANT

By: _____
Edward Lopez
Mayor

By: _____
Tim O'Hare
County Judge

Date:

Date:

APPROVED AS TO FORM:

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM:

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Title:
Date:

ATTEST:

By: _____
Name:
Title:
Date:

DESCRIPTION OF SERVICES

EH FEE SCHEDULE

<u>CONSUMER HEALTH</u>	Special Fund: F223
Annual Public Pool & Spa permit fee	\$ 315.00
Pool Plan Review & Opening Inspection**	\$ 200.00
Contractual Inspections - School Districts (avg \$150 per site visit)**	\$ 150.00
Food Service Permit: less than 500 sq. ft.	\$ 400.00
Food Service Permit: >500 =<less than 1500 sq. ft.	\$ 500.00
Food Service Permit: >1500 =<less than 3000 sq. ft.	\$ 600.00
Food Service Permit: >3000=<less than 6000 sq. ft.	\$ 700.00
Food Service Permit: >6000 sq. ft. or above	\$ 800.00
Food Service Permit: Adjunct Food Service	\$ 500.00
Food Service Permit: Adjunct Food Store - <less than 5000 sq. ft.	\$ 500.00
Food Service Permit: Adjunct Food Store - >5000 sq. ft. or above	\$ 600.00
Food Service Permit: Catering Operation	\$ 700.00
Food Service Permit: Child Care Facility	\$ 500.00
Food Service Permit: School Cafeteria w/ Contract	\$ 250.00
Food Service Permit: Commissary (non-prep)	\$ 400.00
Food Service Permit: Commissary (prep.)	\$ 600.00
Food Service Permit: Food Court	\$ 600.00
Food Service Permit: Mobile Unit (prepackaged)	\$ 400.00
Food Service Permit: Mobile Unit (preparation of food)	\$ 600.00
Food Service Permit: Mobile Unit (push cart)	\$ 600.00
Farmers Market	\$ 100.00
Food Store: <less than 5000 sq. ft.	\$ 600.00
Food Store: >5000 sq. ft. or above	\$ 800.00
Food Late Fee: 1-30 days	10% of fee
Food Late Fee: 31-60 days	20% of fee
Food Late Fee: 61-90 days	30% of fee
Plan Review: >1500 sq. ft. or above	\$ 200.00
Plan Review: <1500 sq. ft. or below	\$ 100.00
Temporary Food Establishment 1-5 Days**	\$ 35.00
Temporary Food Establishment 6-14 Days	\$ 70.00
Required/Requested Reinspection	\$ 75.00
<u>MISCELLANEOUS - CONSUMER/ENVIRONMENTAL HEALTH</u>	No Fee Changes, Fund: PH-T04
Duplicate Permits**	\$ 15.00

**indicates no fee increase

Memorandum

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

From: Kip Dernovich, Director of Public Works and Capital Projects

Date: November 13, 2023

Subject: Texas Department of Transportation (TxDOT) Illuminated Street Sign Specifications

Agenda Item:

Approve Resolution 585-23 adopting Texas Department of Transportation (TxDOT) Special Specification 6505 “LED Internally Lighted Street Name Signs” policy and guidelines

Background Information:

In FY 2023, City Council approved the placement of illuminated street signs along each intersection of Baker Boulevard. The project was not completed last fiscal year and funding for the illuminated signs was reallocated in the FY 2024 Budget.

Baker Boulevard (Hwy 183) is a Texas Department of Transportation (TxDOT) managed roadway. As such, TxDOT requires that the City of Richland Hills approve the State’s policy and guidelines on the use of LED Illuminated Street Name Signs prior to any design and construction plan approvals.

Resolution 585-23 establishes the policies and guidelines that the City of Richland Hills needs to adopt for the use of LED Illuminated Street Name Signs on a TxDOT managed roadway. Once these policies and guidelines are adopted, the City can proceed with design and engineering of the illuminated street signs with a TxDOT approved vendor. City Council will need to approve a contract for installation once design is complete.

Financial Considerations:

Funding in the amount of \$90,000 was included in the FY 2024 Tax Increment Financing Fund for design, fabrication and installation of illuminated street name signs along Baker Boulevard.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 585-23
Illuminated Street Name Sign Details

Council Action Requested:

Motion to approve Resolution 585-23 adopting Texas Department of Transportation (TxDOT) Special Specification 6505 "LED Internally Lighted Street Name Signs" policy and guidelines

RESOLUTION NO. 585-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, TO ADOPT THE TEXAS DEPARTMENT OF TRANSPORTATION'S (TXDOT) SPECIAL SPECIFICATION 6505 "LED INTERNALLY LIGHTED STREET NAME SIGNS" POLICY AND GUIDELINES.

WHEREAS, the City Council has expressed interest in the installation of illuminated street signs along Highway 183 (Baker Boulevard); and

WHEREAS, Highway 183, also known as Baker Boulevard, is a Texas Department of Transportation (TxDOT) managed road; and

WHEREAS, TxDOT must approve all design and construction plans along TxDOT managed roads; and

WHEREAS, TxDOT requires that the City of Richland Hills approve the State's Policy and Guidelines on the use of LED Illuminated Street Name Signs (ILSN) prior to any design and construction plan approvals for TxDOT managed roads.

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

SECTION 1.

The City Council approves the use of the State's Policy and Guidelines on the use of LED Illuminated Street Name Signs (ILSN) known as Special Specification 6505 and is attached hereto as **Exhibit A**.

SECTION 2.

It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by law.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on November 13, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

ATTEST:

The Honorable Mayor Edward Lopez

Lindsay Rawlinson, City Secretary

Special Specification 6505

LED Internally Lighted Street Name Signs



1. DESCRIPTION

Furnish, fabricate, and install light emitting diode (LED) internally lighted street name (ILSN) signs attached to traffic signal poles as shown on the plans.

2. MATERIALS

Provide new materials that are in accordance with the details shown on the plans or as the directed, the requirements of this Item, and the pertinent requirements of the following Items:

- Item 445, "Galvanizing"
- Item 446, "Field Cleaning and Painting Steel"
- Item 620, "Electrical Conductors"
- Item 621, "Tray Cable."

Furnish and fabricate LED sign assemblies and associated mounting hardware from new materials that are in accordance with this Specification. Provide single-face message or double-face message signs as shown on the plans or as directed.

Furnish electronic submittals, of the LED and mounting hardware, to the Engineer at the project address. Do not begin work or purchase materials before the submittals are approved.

- 2.1. **General Requirements.** Ensure sign assembly standard lengths are between 4 ft. and 10 ft., and standard viewable heights are between 15 in. and 30 in. Use single- or double-faced signs as shown on the plans. Ensure maximum weight of the sign does not exceed maximum capacity of ILSN support arms.

Construct sign fixture housing from 5000 or 6000 series aluminum. Powder-coat paint all exterior fixture housing glossy black as shown on the plans or as directed. Ensure paint exceeds 1,000-hr. salt-spray test in accordance with ASTM B 117. Provide ILSN housing rated as NEMA type 3R. Use stainless steel screws and hardware.

Ensure sign panels, light sources, light engines, and power supplies can be replaced without sign removal. Provide sign that is capable of continuous operation over a range in temperatures from -10°F to +140°F.

- 2.2. **LED Requirements.** Provide high flux LEDs that are rated to maintain a minimum 70% of their initial lumens after 60,000 hr. at 25°C according to IESNA LM-80-08. Ensure the LED arrays or modules will continue to operate if one LED goes out.

- 2.3. **Sign Panel Requirements.** Ensure the front panel of the sign is ultraviolet, weather, abrasion, and impact-resistant, high-impact strength polycarbonate, acrylic, or glass-fiber reinforced polyester fluoride. Ensure the front panel is replaceable for future maintenance purposes. Provide translucent reflective type D sheeting and colored transparent acrylic film as per [DMS-8300](#), "Sign Face Material."

As per *Texas Manual on Uniform Traffic Control Devices* Section 2D.43, street name signs must have a white legend on green background. A border, if used, must be the same color as the legend. Ensure letter font type and letter height is in accordance with the *Standard Highway Sign Designs for Texas*, D3-1 Overhead Mount.

- 2.4. **Electrical and Illumination Requirements.** Provide ILSN that will operate at 120 VAC. Ensure product meets standard for electric signs UL 48. Provide voltage surge protection to withstand high-repetition noise transients and low-repetition, high-energy transients as stated in Section 2.1.8., NEMA Standard TS 2-2003. Locate the power supply inside the sign enclosure. Provide power supply with UL Class 2 limited output voltage and current plus isolation for safe operation. Provide power supply that is UL rated for outdoor damp locations. Provide power supply with an IP 64 outdoor rating. Ensure the light source evenly illuminates the sign panel and the average luminance over the entire panel surface is uniform.

- 2.5. **Support Requirements.** The sign must be designed and constructed to withstand 110 mph wind loads in accordance with the requirements of the AASHTO publication *Standard Specifications for Structural Supports of Highway Signs, Luminaires and Traffic Signals* (5th Edition 2009).

Supply the sign with mounting brackets from the manufacturer (swinging or rigid mounting) as shown on the plans.

- 2.6. **Color.** The color of the legend, symbols, and background must fall within the International Commission on Illumination (CIE) color coordinates and reflectance values listed in Table 1.

Table 1
CIE Chromaticity Coordinates and Reflectance Values

White			Green		
x	y	Reflectance	x	y	Reflectance
0.300	0.290	40 Min	0.255	0.330	3.5–10
280	0.310		0.255	0.520	
0.360	0.360		0.020	0.540	

- 2.7. **Workmanship.** The panels must exhibit good workmanship and be free from objectionable marks or defects that would adversely affect appearance or serviceability.
- 2.8. **Warranty.** The manufacturer must replace failed ILSNs, when non-operable due to defect in material or workmanship, within five years of installation with a new ILSN that passes all testing, is delivered, and installed at the project location.

3. CONSTRUCTION

Fabricate and install internally lighted street name signs in conformance with the details and dimensions shown on the plans. Install in conformance with the latest electrical detail standards. Install signs, level and plumb, with brackets or clamps. Attach ILSN to traffic signal pole according to manufacturer's instructions, and as shown on the plans.

Use established industry and utility safety practices when installing ILSNs located near overhead or underground utilities. Consult with the appropriate utility company before beginning work.

Prevent scarring or marring of the poles, mast arms, and ILSNs. Replace damaged components. Repair damaged galvanizing in accordance with Section 445.3.5, "Repairs." Repair damaged painted areas of a roadway illumination assembly in accordance with Item 446.

4. MEASUREMENT

This Item will be measured as each LED ILSN sign installed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price for "LED Internally Lighted Street Name Signs" of the

sizes and types specified. This price is full compensation for furnishing, fabricating, and installing the signs; support arm clamp assembly; liquid tight flexible metal conduit; and equipment, labor, tools, and incidentals.

New conduit will be paid for under Item 618, "Conduit." New conductors, except the conductors internal to the pole, will be paid for under Item 620. New tray cable, except the tray cable internal to the pole, will be paid for under Item 621.

Memorandum

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

From: Candice Edmondson, City Manager

Date: November 13, 2023

Subject: TodoVerde Managed Services Agreement

Agenda Item:

Approve renewal of Managed Services Agreement with TodoVerde, LLC for information technology services and authorize City Manager to sign agreement

Background Information:

On September 12, 2022, City Council approved a Managed Services Agreement with TodoVerde, LLC for information technology services. The agreement started on October 1, 2022 and was for an initial twelve (12) month term.

The City has been pleased with TodoVerde's technical expertise and support over the past year and recommends renewing the agreement. There are two (2) minor changes to the original Managed Services Agreement:

- Language and fees related to the initial onboarding process have been removed
- The term will be for twelve (12) months and will automatically renew unless terminated by either party with thirty (30) days written notice

TodoVerde is a member of the TIPS purchasing cooperative and their contract meets all state and local purchasing requirements.

Financial Considerations:

The total cost for TodoVerde's services is \$9,285 per month. Funding in the amount of \$120,000 has been provided in the FY 2024 Budget for information technology services.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

TodoVerde, LLC Managed Services Agreement

Council Action Requested:

Motion to approve renewal of Managed Services Agreement with TodoVerde, LLC for information technology services utilizing TIPS Contract #210602 and authorize City Manager to sign agreement

Richland Hills Managed Services

Submitted to

City of Richland Hills

Client	City of Richland Hills, LLC
Client Contact	
Client Email Address	
TODOVERDE Contact	Jeff Ramey
TODOVERDE Email	jeff@todoverdellc.com
TODOVERDE Phone Number	(214)538-0800
SOW Number	220617
Creation Date	9/1/2022

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1 Project Scope

This Statement of Work (SOW) defines the services that TodoVerde, will deliver to City of Richland Hills (City of Richland Hills or Customer). Each of the parties' responsibilities is defined to provide a clear understanding of the scope of Managed Services for Managed Service.

The pricing submitted with this SOW reflects services and responsibilities described herein.

1.1 Project Description

City of Richland Hills has engaged TODOVERDE to provide a SOW for Managed Services in support of the City of Richland Hills. TODOVERDE is and will remain CJIS certified and compliant and any new employees that are assigned will be required to be compliant. The City of Richland Hills will retain all ownership and property rights to all city data. The City of Richland Hills also recognizes that they are the sole proprietor of all datasets, files, information, content and links uploaded or provided by the City of Richland Hills except that which is required to perform backup duties.

1.2 Project Planning

TODOVERDE follows a project process that begins with planning the project with the key stakeholders. The process begins with planning for all requirements, dependencies, success criteria, as well as challenges and risks to the project will be identified.

The project initiation will consist of the following tasks:

- Define roles and responsibilities of the project core team
- Articulate project objectives, priorities, technologies being deployed, and key deliverables
- Identify the work required to achieve the project goals
- Establish a high-level schedule for the project
- Develop strategies for mitigating major project risks
- Plan the project success criteria
- Understand project dependencies
- TODOVERDE and City of Richland Hills will jointly define the due dates for customer owned prerequisites. TODOVERDE understands these dates are required to achieve the project outcome and may trigger changes to the project scope

1.2.1 Project Sites

Richland Hills services locations that have initially been identified are located across the city of Richland Hills.

2 Project Overview

2.1.1 Scope Considerations



The scope is outlined in the table below. Significant variance from this information may result in a Change Order and may incur a revised SOW. Should the noted scope or scoping details be inaccurate, the proposal can be revised to incorporate required changes.



Details	
Customer detail	City of Richland Hills
Recommended service	TODOVERDE Managed Services
# Of Locations	All City offices
Term	Twelve(12) months beginning Nov. 1, 2023 with automatic renewals

2.1.2 Proposed Architecture

Managed Services will be delivered using the TODOVERDE agents deployed as Virtual Machines on Customer owned infrastructure. The Virtual Machines consist of a Microsoft Window 10 environment with a proprietary Monitoring and Management Agent, and a Linux based network monitoring Virtual Machine. Also Managed Antivirus, , DNS filtering, and SPAM filtering for all managed end points will be included in fee to be part of this service included

3 Project Definition

3.1.1 In Scope

The following equipment and monitored devices are defined as in scope:

- Network Switching / Wireless
- Compute and back up verification
- VMware Virtualization
- Firewalls / Routers
- Workstations various manufactures
- Onsite Visits as defined by TODOVERDE maximum hours per week unless emergency
- Hardware Budgeting
- Microsoft Software Contract management
- Hardware and software recommendations

The service required is to provide a managed service for Richland Hills Managed Services.

It is noted that the customer may expand over time and the managed service for these can be added via Change Order. Additional Services will be quoted on the Change Order dependent on size/scope and are not listed within this SOW. Details of scope are provided in **Exhibit A**.

3.1.2 Out of Scope

Any services outside of the scope identified herein. It is noted that this project may form part of a much larger engagement for SOC Services, and those Services will be quoted in a separate agreement when identified.



3.1.3 Project Change Control

In the process of an engagement, additional work may be required based upon on-site discovery or changes requested by the Customer. If variations from the original SOW are deemed necessary, a mutually agreed-upon Change Order will be created. City of Richland Hills will provide a Change Order for the Customer to review and sign before any work outside the original scope is performed or additional expenses are invoiced.

The Change Order will specifically address the work, software, or other items added to the SOW and the associated costs. A brief explanation of the requirements for the changes will also be included.

4 Service Description

4.1.1 Definitions

Customer: The Company procuring the managed service

Co-Management: Both the Customer and City of Richland Hills have full access to the Device/Asset for any changes or updates

Device/Asset: A combination of hardware, software and licensing that is to be monitored/managed as part of the Service

Event or Incident: An activity that has been identified to represent an interruption in service.

Log: A record of activity written by a network element, computing platform, etc. for such purposes as recording events, errors, status messages, or other operating details

POC: Customer point of contact for managed service

Web Portal: TODOVERDE's web-based managed services platform

NOC: Operations Center located in Dallas, TX (Infomart).

SOW: Statement of Work

Ticket: Comes in various forms such as, but not limited to:

- *Support Ticket* – Used to log and progress Tickets of a support nature (eg., creation of new web portal user accounts).
- *Network Incident Ticket* - An activity positively identified for further investigation that warrants follow up.
- *Change Request Ticket* – Used for creating requests for workload to be implemented (e.g., updating a set of Rules).

4.1.2 Solution Overview

TODOVERDE will provide a managed service for the Customer. The service is based on the following:



TODOVERDE Managed Services	Service
24 x 7 x 365 Support P1 Tickets	Yes
Web Based Customer Portal	Yes
Console Access (Through Customer Portal)	Yes
Performance Reporting (Typically Monthly)	Yes
Root Cause Analysis (RCA) on Major Events	Yes
Ongoing Core Maintenance	Yes
Management of System & Software Updates utilizing Patch and Deploy	Yes
Asset Management Inventory	Yes
Remote Troubleshooting	Yes

Hours of Operation: TODOVERDE's managed services are delivered through the Operations Center which operate 24 hours per day, 7 days per week, and 365 days per year.

Language Support: All Services, Portal and communications are provided in English language only.

Ticketing: Ticket types include but are not limited to the following: Network Incident, Support Ticket and Change Request. The assignee of a Ticket will always be a TODOVERDE representative and if the status of the Ticket is set to "Waiting for Customer", then the progress of the Ticket is the responsibility of the Customer's designated POC(s).

Tickets have 4 severity levels as below:

- *P1 Emergency* – System down or potential security Incident that warrants urgent attention
- *P2 Critical* – Significant impact that could lead into a security Incident or system outage if not addressed
- *P3 Warning* – Moderate loss of functionality or security that should be addressed
- *P4 Informational* – Supporting information and notification of behavior

The TODOVERDE Analyst will work closely with the Customer's designated POC(s) to progress and resolve the Ticket where appropriate. If the Customer does not respond to the Ticket in a timely manner, TODOVERDE reserves the right to close the Ticket and tune out the logs to stop it reoccurring.

Tickets can be updated/progressed within the Web Portal or via email by responding to the Ticket update email that will get sent to all those set as a 'Follower' within the Ticket. 'Followers' can be automatically assigned for all Customer Tickets or individually depending on the actual Ticket. 'Followers' are confirmed and can be adapted throughout the lifetime of the Service.

4.1.3 Service Agents

Asset	TODOVERDE will use the Asset agent to maintain an accurate report of assets with real-time data: ▪ Online/Offline inventory
-------	--



	▪ SNMP data collection ▪ Inventory reports ▪ Active users
Deploy	TODOVERDE will use the Deploy agent to install, update, and remove software across network targets: ▪ Install, update, and remove applications ▪ Deploy to flexible set of targets ▪ Update existing software to latest version
Patching	TODOVERDE will use the Patch agent to provide automated OS patching by scanning and deploying required patches for Windows endpoints: ▪ Quick and accurate listings of vulnerable systems ▪ Deploy patches by the most efficient means for each endpoint ▪ Confirm patch installations ▪ Mean time to patch reporting on customizable patch lists
Performance	TODOVERDE will use the Performance agent to analyze resource consumption, application health, and system health of endpoints: ▪ Monitor and alert on critical performance metrics ▪ Directly connect to specific endpoints to determine potential root cause ▪ Proactively analyze the health of endpoints and triage problems

4.1.4 Web Portal

TODOVERDE provides a Web Portal for access and visibility to the monitored network. The Web Portal is the interaction between the Help Desk Analysts and the Customer. Through the Web Portal, customers can:

- View Dashboards for summary of Service
- View and search Alert logs and Events
- View and update profile information
- Access Service Reports
- Search, update and manage all types of Tickets

TODOVERDE will provide both standard and configurable reporting to the Customer based on requirements. The reporting will be designed during the implementation Phase and can be updated at any point throughout the contract.

4.1.5 Additional devices or services

Ongoing growth and expansion of the network can be accommodated at a much more assertive pace. This will consist of 2 parallel streams:

- *Technical* – to set up the infrastructure required for the service.



- *Information Gathering* – to provide as much context as possible to enrich the analysis. This involves either completing a document or online tool to gather all the required information to set up the Service.

4.1.6 Service Level Agreement

Ticket SLAs are measured as follows:

- 'Time to Respond' is measured from when the Ticket is created to when it is first touched by a TODOVERDE Engineer.
- 'Target to Address' is the target time to implement a workaround or fix for the Ticket.

Priority	Time to Respond	Target to Address
P1 Critical Impact	1 Hour	TTR + 4 hours
P2 Significant Impact	4 hours	TTR + 8 Hours
P3 Normal/Minor	24 hours	72 hours
P4 Low/Information	48 hours	7 days

SLA Exceptions: The following exclusions are not included in the SLA calculation:

- Scheduled maintenance work required by TODOVERDE
- Change management requirements affecting managed devices
- Circumstances beyond the reasonable control of TODOVERDE
- Network or policy changes to a managed device not performed by TODOVERDE
- Loss of connectivity due to Customer connectivity issues or Customer managed issues

Maintenance Window: The TODOVERDE infrastructure maintenance window is 10pm-12am CST, it is very rare that Maintenance Windows are required that incur an interruption to the Portal or Service. Should there be a requirement for a period of time to conduct any maintenance, TODOVERDE reserves the right to communicate that Maintenance Window in advance through the notification system in the Portal.

4.1.7 Customer Pre-requisites

The following requirements must be confirmed by the Customer for the operation of the Service:

- *Software License/Subscriptions* – Service must have the appropriate full manufacturer's product license and subscriptions for the duration of the Service.



- **Hardware Support** – All Devices/Assets must have the appropriate full manufacturer’s support for the duration of the Service
- **Software limitations** - only the manufacturer’s application(s) and operating system are to be run on the Asset/Device
- **Connectivity** - Customer will ensure Customer-side access and connectivity to all Device/Assets as appropriate.
- **Customer Point of Contact (POC)** – The Customer is responsible for providing TODOVERDE a primary point of contact (POC). The POC will provide access to knowledgeable technical staff, and/or third-party resources, to assist TODOVERDE with any hands-on support or working with third-party vendors.

TODOVERDE supports a Fair Use Policy for the number of Tickets and Change Requests used in the Service. There is no limit on the number of Incident and Support Tickets used but TODOVERDE reserves the right to review the volume of Change Requests per Customer if it is determined that the Change Requests are being improperly used.

5 Customer Responsibilities

All services performed by TODOVERDE will be based on the following assumptions and Customer responsibilities:

- City of Richland Hills will designate a single point of contact to whom all communications may be addressed and who has the authority to act on all aspects of the services throughout the duration of the project; such contact shall be available during normal hours of business (Monday through Friday, 8:00am to 5:00pm local time, excluding holidays)
- City of Richland Hills will provide remote access to all customer sites and facilities as mutually agreed by both parties during the course of the project.
- TODOVERDE and City of Richland Hills will jointly define standard configuration templates by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- TODOVERDE and City of Richland Hills will jointly define the required physical and logical site information by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- City of Richland Hills will supply access information and credentials to the engineer(s) for any tools and all existing equipment that needs to be configured or may need to be modified within five (5) business days of TODOVERDE’s written request for access
- City of Richland Hills will provide Virtual Private Network (VPN) or other remote access and appropriate credentials in order to complete this project

Note: Success of the project is dependent on the responsibilities above. If responsibilities indicated above are not completed prior to the deployment date, the project timelines may need to be rescheduled based on TODOVERDE engineering availability.

6 Assumptions



In preparing this SOW, TODOVERDE made certain assumptions for items not expressly documented during discussions with City of Richland Hills. Changes to these assumptions may affect scope and cost.

- TODOVERDE will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from City of Richland Hills or third party vendors
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. project site local time, Monday through Friday, excluding TODOVERDE-observed holidays, unless otherwise negotiated and noted in this SOW
- TODOVERDE'S holiday schedule is as follows:
 - New Year's Day..... January 1st
 - Memorial Day.....Last Monday in May
 - Independence Day.....July 4th
 - Labor Day.....First Monday in September
 - Thanksgiving Day.....Fourth Thursday in November
 - Day after Thanksgiving Day.....Friday after Thanksgiving Day
 - Christmas Eve.....December 24th
 - Christmas Day.....December 25th
- Changes to the scope of work identified during the project will require a Change Order Form that could affect the schedule, milestone, or cost of the project
- TODOVERDE will assign all staff resources as to best-fit total requirements and no individual employee is being specifically promised or quoted for this project
- TODOVERDE shall rely upon any standard operating procedures or practices of City of Richland Hills and any direction or regulatory or other guidance provided by City of Richland Hills as agreed to during the project kickoff
- TODOVERDE is not providing any warranty regarding, and is not liable for, any third party software, documentation, equipment, tools or other products or materials, even if recommended by TODOVERDE
- Time estimates for the implementation of the solution do not include time required for Customer change control processes. Any change control process delays that impact the time and level of effort to deliver the solution will incur a change order for the time difference
- TODOVERDE may deliver the Services through a combination of employees, contractors, and subcontractors working under TODOVERDE's direction, at TODOVERDE's discretion
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, City of Richland Hills and City of Richland Hills
- All business days worked as part of this project will be consecutive unless agreed to in advance by both TODOVERDE and City of Richland Hills
- Knowledge transfer will not include any courseware or formal lab manuals. It will be hands-on knowledge transfer on the deployed solution within the Richland Hills environment. This is an informal sharing of information between technical peers and is intended to supplement but not replace any manufacturer's formal system implementation or administration classes.



- If at any time, the United States Government or its duly appointed representatives issues a safety, terrorism, tariff, or other legally binding statement that impacts TODOVERDE's ability to transact business in the effected country, TODOVERDE reserves the right to defer or exclude scope obligations for the countries impacted. TODOVERDE will reduce the cost commensurate with the reduced scope
- This SOW has been developed based on the assumption that there are no scheduled cutover/change windows or change control requirements. If change control or scheduled cutovers are required, this will be managed through the Change Order process
- TODOVERDE does not require access to or receipt of any personally identifiable information, protected health information, sensitive Customer information or other structured personal or sensitive information as defined by applicable data protection laws ("Protected Data") in its performance of the Services hereunder.
 - ▽ Access to or receipt of any Protected Data is expressly out of scope under this SOW. As such, Customer will not provide TODOVERDE with Protected Data or access to Protected Data hereunder and any such receipt or access will require prior agreement by both parties to determine applicable controls, processes, security measures, or other requirements.

Some specific training will be provided and will be described through onboarding process.



7 Pricing Summary

This is a Firm Fixed price project as described above on the TIPS Contract # 210602. Costs for hardware and software are not included in TODOVERDE's fees. Work will be performed remotely.

Resource	Qty	Rate (Monthly per MEK)
Managed Workstations		\$80.00 each
Managed Servers		\$85.00 each
Managed Firewall		\$75.00 each
Managed Network Switch		\$40.00 each
Managed WiFi		\$30.00 each
Managed VM Hosts		\$85.00 each

*Note:

- Pricing shown in U.S. dollars
- Taxes are not included in the above pricing
- City of Richland Hills will be billed monthly in advance upon go live date
- Payment Terms are net-30 days from TODOVERDE invoice date

Contract Term and Dates	
Term (months)	Twelve (12) months
Service start date	November 1 st , 2022
Renewal date annually	November 1 st

*Note:

- Either party may terminate the agreement with thirty (30) days written notice



Appendix 1: Approval to Renew

The undersigned parties each understand and agree that this SOW accurately sets forth the services that TodoVerde will provide City of Richland Hills.

City of Richland Hills

(Signature)

(Printed Name)

(Title)

(Date)

TodoVerde, LLC

(Signature)

(Printed Name)

(Title)

(Date)



Richland Hills November 2023

Richland Hills Managed Services

Exhibit A

City of Richland Hills scope details

Workstation Management Plan:

- Unlimited Remote Control Support
- Microsoft Application Support Maintenance
- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Desktop Optimization & Management
- Spyware and Adware Removal
- VPN Client Management
- Windows Patch Management
- Antivirus Software Management & Update
- Includes Antivirus Licensing

Server Management Support Plan:

- Unlimited Phone Support
- Unlimited Remote Control Support
- Service Availability Monitoring Maintenance
- Microsoft Patch Management
- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- Printer Setting Management
- Quarterly On-Site Maintenance Security
- User Account Administration
- File Sharing Permission Administration
- Security Administration
- Virus Definition & Prevention



Richland Hills November 2023

- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Spyware and Adware Removal
- Includes Antivirus licensing

Managed VM Host

Create Rules and monitoring
Patching if necessary staying in same version

Managed Network Firewall

Create Rules and monitoring, software upgrades for supported firewalls

Managed Network Switch

Traffic Flow and statistics along with configuration management

Managed Network WiFi Access Point. Monitored for various settings

Pro Services for onsite support- 8 hours

Onboarding:

Inventory Assets & Perform Maintenance

- Physical Servers
- Virtual Servers
- Disk storage
- Firewall's/Routers
- Network appliances
- Network switches
- Wiring closets cleanup
- UPS battery check/replacement plan
- Clients (Desktops/Laptops/MDC's/Tablets)
- Printers
- Address Microsoft Licensing (Office/Teams/Sharepoint)
- Address standard software needs.
- Create standard image for reproduction
- Check backup system- make recommended changes
- Present internet disaster recovery solution including:
 - Redundant Internet Service Providers
 - Redundant Routers with Load Balancing & Failover capability

Fully configured & tested



Richland Hills November 2023

City of Richland Hills

(Signature)

(Printed Name)

(Title)

(Date)

Memorandum

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

From: Lupe Rios, Director of Finance and Administrative Services

Date: November 13, 2023

Subject: Municipal Court Judge Appointments

Agenda Item:

Consider Ordinance 1490-23 appointing the Judge and Associate Judges of the Richland Hills Municipal Court

Background Information:

The current terms of the Municipal Court Judge and Associate Judges will expire on December 31, 2023. The original appointment dates for all Judges are as follows:

- J. Stewart Bass, Municipal Court Judge - June 13, 2006
- Lorraine Irby, Associate Judge - January 10, 2012
- Wendy Cooper, Associate Judge – June 13, 2006

Staff has spoken to the judges regarding reappointment. Judge Bass and Judge Irby have indicated their desire to be reappointed to their respective positions. Judge Cooper has decided to resign from her position as an Associate Judge. Bonnie Wolf is seeking appointment as Associate Judge to replace Wendy Cooper.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Ordinance 1490-23
Judge Wolf resume

Council Action Requested:

Motion to approve Ordinance 1490-23 reappointing J. Stewart Bass as Municipal Court Judge and Lorraine Irby as Associate Municipal Court Judge for two-year terms to expire December 31, 2025, and to appoint Bonnie Wolf, Associate Municipal Court Judge, for a two-year term to expire December 31, 2025.

ORDINANCE NO. 1490-23

AN ORDINANCE OF THE CITY OF RICHLAND HILLS, TEXAS APPOINTING THE JUDGE AND ASSOCIATE JUDGES OF THE RICHLAND HILLS MUNICIPAL COURT OF RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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, the City Council has created a municipal court of record pursuant to Chapter 30 of the Texas Government Code; and

WHEREAS, pursuant to Chapter 30 of the Texas Government Code, the City Council has the authority to name judges and/or associate judges to preside over the judicial functions for the Richland Hills Municipal Court of Record; and

WHEREAS, Section 574.001, Texas Government Code requires that a finding be made by the governing body to the effect that a person who serves as a officer in more than one appointed position has satisfied Article XVI, Section 40, of the Texas Constitution; and

WHEREAS, the City Council has determined that there is no conflict between the office of municipal judge of the City of Richland Hills and the office of municipal judge or associate municipal judge in any other municipality in the State of Texas.

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

SECTION 1.

It is hereby found that the office of municipal judge and associate judge of the City of Richland Hills is of benefit to the State of Texas and to the City of Richland Hills.

SECTION 2.

J. Stewart Bass is hereby reappointed as municipal judge of the Richland Hills Municipal Court of Record for a two-year term to expire December 31, 2025. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Judge Bass shall continue to serve until his successor shall be duly qualified. The City Council shall have the authority to remove the municipal judge as provided by City Charter.

SECTION 3.

Lorraine Irby is hereby reappointed as associate judge of the Richland Hills Municipal Court of Record for a two-year term to expire December 31, 2025. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Judge Irby shall continue to serve until her successor shall be duly qualified. The City Council shall have the authority to remove the associate judges as provided by City Charter.

SECTION 4.

Bonnie Wolf is hereby appointed as associate judge of the Richland Hills Municipal Court for a two-year term to expire December 31, 2025, effective November 13, 2023. At the expiration of said term, in accordance with Article 16, Section 17 of the Texas Constitution, Judge Wolf shall continue to serve until her successor shall be duly qualified. The City Council shall have the authority to remove the associate judges as provided by City Charter.

SECTION 5. ORDINANCE CUMULATIVE

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Richland Hills, Texas, as amended, except where 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. PROVISIONS SEVERABLE

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 7. 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 13, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

The Honorable Mayor Edward Lopez

ATTEST:

Lindsay Rawlinson, City Secretary

BONNIE WOLF

ATTORNEY AT LAW, PROSECUTOR & JUDGE

GET IN TOUCH:



Website
www.bonniewolfllaw.com



Mobile
(817) -937-2019



Email
Bonnie@BonnieWolfLaw.com

+ EMPLOYMENT

- 2014-Now **CITY PROSECUTOR**
City of Blue Mound (Added 2014)
City of Crowley (Added 2021)
City of Haslet (Added July 2022)
City of NRH (Added March 2023)
- 2010-Now **LAW OFFICE OF BONNIE WOLF**
Owner & Attorney
Maintained a practice managing both staff and client concerns.
- 2007-2010 **LEGAL INTERN – CRIMINAL DEFENSE OFFICE**
Kept attorney on track and managed the calendar, clients, and other staff members.

+ EDUCATION

- 2017-Now **Texas Municipal Courts Education Center**
Continued Education
2017, 2021 & 2023v Legislative Update
2018, 2019, 2021 & 2022 Prosecutor's Conference
- 2006-2009 **JURIS DOCTORATE (JD)**
Texas Wesleyan University (Now A&M)
Specialized in Texas Criminal Procedure and law practice management
- 2002-2006 **BACHELOR OF ARTS**
SOUTHERN METHODIST UNIVERSITY
Double Major: History and Psychology

+ PROFESSIONAL SKILLS

	average	good	skilled
Defendant Management	●●●●●●●●	●●●●●●●●	●●●●●●●●
Court Availability	●●●●●●●●	●●●●●●●●	●●●●●●●●
Trial Management	●●●●●●●●	●●●●●●●●	●●●●●●●●
Microsoft Office	●●●●●●●●	●●●●●●●●	●●●●●●●●
Microsoft Excel	●●●●●●●●	●●●●●●●●	●●●●●●●●
INCODE	●●●●●●●●	●●●●●●●●	●●●●●●●●
QuickBooks	●●●●●●●●	●●●●●●●●	●●●●●●●●

+ PERSONAL SKILLS

	average	good	skilled
Social Commitment	●●●●●●●●	●●●●●●●●	●●●●●●●●
Creativity	●●●●●●●●	●●●●●●●●	●●●●●●●●
Organization	●●●●●●●●	●●●●●●●●	●●●●●●●●
Communication	●●●●●●●●	●●●●●●●●	●●●●●●●●
Team Player	●●●●●●●●	●●●●●●●●	●●●●●●●●

+ WORK/PLAY BALANCE

INTERACTING

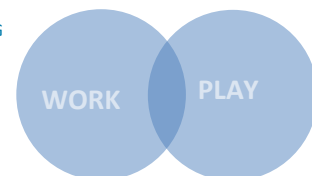
Networker

THINKING

Critical Thinker
& Logical

DEVELOPING

Innovative solutions to save time and money.



SOCIALIZING

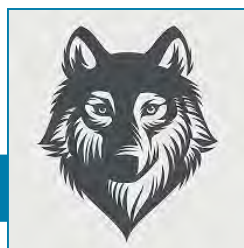
Friendly, but Assertive

HOBBIES

Design and party planning

DOWNTIME

Reading, Netflix Binging & Spending time with family. Mom of a son (age 7) and twin girls (age 3)



Memorandum

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

From: Candice Edmondson, City Manager

Date: November 13, 2023

Subject: Tarrant Appraisal District Board of Directors Appointments

Agenda Item:

Consider Resolution 586-23 casting the City of Richland Hills' allocated votes in the election of the Tarrant Appraisal District Board of Directors

Background Information:

The current two-year terms of the five (5) voting members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2023. All taxing units in the County are allotted a certain number of votes based on the population that they represent. The City of Richland Hills has up to four (4) votes to cast. These votes may be cast in any way the City Council deems appropriate. In the past, the City Council has chosen to allocate all of the City's votes towards one (1) candidate.

Taxing units are not required to vote but, if they chose to do so, they may determine their votes only by a resolution adopted by the governing body. The resolution and completed ballot are due to the Tarrant Appraisal District by December 15, 2023.

The official ballot as well as the bios of the nominees are attached to this memo.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 586-23
Official Ballot
Nominee Bios
Entity Nominations

Council Action Requested:

Motion to approve Resolution 586-23 casting the City of Richland Hills' allocated votes in the election of the Tarrant Appraisal District Board of Directors

RESOLUTION 586-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS CASTING ITS ALLOCATED VOTES IN THE ELECTION OF THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Richland Hills has been advised by the Chief Appraiser of the Tarrant Appraisal District that it is entitled to cast four votes for nominees for the Tarrant Appraisal District Board of Directors; and

WHEREAS, those four votes may be cast for one or more nominees appearing on the official ballot provided by the Tarrant Appraisal District.

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

SECTION 1.

The Mayor of the City of Richland Hills is hereby authorized, on behalf of the City Council of the City of Richland Hills, to cast the City of Richland Hills allocated four votes on the official ballot for the election of members to the Tarrant Appraisal District's Board of Directors.

SECTION 2.

A substantial copy of the official ballot is attached hereto (**EXHIBIT A**) and incorporated herein for all intents and purposes.

SECTION 3.

The City Secretary is hereby directed to forward a certified copy of this Resolution to Mr. William Durham, Interim Chief Appraiser, Tarrant Appraisal District, PO Box 185579, Fort Worth, Texas 76181-0579.

APPROVED AND ADOPTED at a regular called meeting of the Richland Hills City Council on November 13, 2023, by a vote of ____ ayes, ____ nays, and ____ abstentions.

APPROVED:

ATTEST:

The Honorable Mayor Edward Lopez

Lindsay Rawlinson, City Secretary



OFFICIAL BALLOT

**ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS
TARRANT APPRAISAL DISTRICT**

Following are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically with the taxing unit(s) that timely submitted the nominations for each.

Please indicate your taxing unit's vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Alan Blaylock
	Mr. Rich DeOtte
	Mr. Gary Losada
	Mr. Jerald Miller
	Ms. Gloria Pena
	Mr. Vince Puente, Sr.
	Mr. Jacob Wurman

IMPORTANT: This ballot must be returned **before December 15, 2023** to William Durham, Interim Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org.

Please *attach this ballot to the resolution* passed by your taxing unit authorizing this vote.



Alan Blaylock

4801 Cargill Circle, Fort Worth, TX 76244

Personal - Cell: 817-727-3720, Email: ajblaylock@gmail.com

City - Cell: 817-233-2940, Email: Alan.Blaylock@fortworthtexas.gov

City of Fort Worth Councilmember Alan Blaylock is a dedicated community leader who has significantly contributed to his hometown, Fort Worth, Texas. In his short time as council member, he has achieved significant victories that have positively impacted the lives of families and businesses in the area. With an unwavering commitment to serving the public, Alan has personally addressed constituent concerns and continues to be a staunch advocate for the needs and well-being of those he serves.

A strong advocate for public safety, Alan has taken decisive actions to strengthen the Police and Fire departments. Alan voted to fund new positions and provide essential training to ensure the community's safety. Under his leadership, the number of unfilled public safety positions significantly decreased, contributing to a safer environment for residents. The Fort Worth Police Officers Association and the Fort Worth Professional Firefighters Association recognize Alan and endorse his initiatives.

Recognizing the burden of property taxes on Fort Worth taxpayers, Alan emerged as the leading proponent of responsible fiscal policies. As a council member, he has supported the "no new revenue rate," a crucial measure to prevent taxes from rising with appraisal values. His commitment to preserving and improving neighborhoods and infrastructure was evident in his efforts to revise Transportation Impact Fees, secure the establishment of the first H-E-B Grocery in Fort Worth, and pass the Short-Term Rental Ordinance to safeguard the community's residential areas. Alan continues to play an active role in Zoning. He diligently strives to maintain harmony between development projects and neighborhood interests.

Homelessness and city management are equally critical areas of focus for Alan. He secured substantial funding to enhance the city's capabilities and staff in addressing homelessness and its associated challenges, including panhandling. His efforts to implement measures, such as "no panhandling" signs, the Shopping Cart Ordinance, and the purchase of street sweepers, reflect his commitment to maintaining a clean and safe city.

Before being elected into office, Alan served as Senior Product Manager at Nokia for several years, previously holding Lead Software Developer and Project Manager positions at Owen Oil Tools.

As a family man deeply connected to Fort Worth, Alan's love for the city is evident in his actions and decisions as a city council member. He prioritizes delivering tangible results rather than engaging in political grandstanding. His business insight enables him to cut wasteful spending and identify efficiencies, ensuring taxpayer money is utilized effectively without compromising essential city services. Alan is committed to improving the quality of life for his constituents, focusing on infrastructure and roads, public safety, and lowering taxes.

Alan and his wife, Mindy, are proud parents of two daughters and active supporters of The Children's Miracle Network and The Leukemia & Lymphoma Society.

Alan has a record of community service, participating in the following:

- Heritage Homeowners Association Board
- Crime Control and Prevention District Advisory Committee
- Public Improvement District Advisory Committee
- Arts Council of Fort Worth Advisory Committee
- Eagle Ridge Elementary Parent Teacher Board (PTA)
- Foundation of a Regional Youth Swim Team

Currently, he holds positions on several vital committees and boards within the City of Fort Worth:

- CFW – Audit: Chair
- CFW – Mobility: Infrastructure & Transportation: Member
- RTC – Regional Transportation Council: Member
- CFW – Research & Innovation Local Government Corp.: Board of Directors
- CFW – Fort Worth Local Development Corporation: Board of Directors, Vice President
- CFW – Central City Local Government Corporation: Board of Trustees
- CFW – Lone Star Local Government Corporation: Board of Directors, Vice President
- CFW – Fort Worth Housing Finance Corporation: Board of Directors, Director
- CFW – Crime Control & Prevention Board: Board of Directors

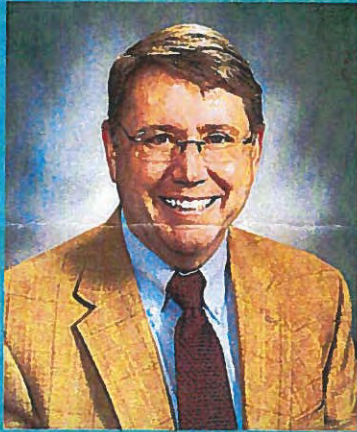
Furthermore, Alan is actively involved in several Tax Increment Financing Districts (TIFs) and continues to lead Public Improvement Districts (PIDs), holding the following positions:

- TIF 2 (The Speedway): Chair
- TIF 10 (Lonestar): Vice Chair
- PID 7 (Heritage): Currently, ex officio member (Advisory Board President) serving in the role in overseeing and supporting the functions of the PID for the benefit of the community.

As a fiscally responsible and community-oriented leader, Councilmember Blaylock leads oversight responsibilities for financial matters, while remaining dedicated to ensuring Fort Worth's improvement and its residents' overall well-being.

RICHARD W. DEOTTE, P.E., CFM

420 Johnson Road; Suite 303
Keller, Texas 76248
Office: 817-337-8899 ~ Cell: 817-946-6088
richdeotte@deotte.com



EDUCATION:

- Texas A&M University, 1985; Bachelor of Science in Civil Engineering

LICENSES:

- Registered Professional Engineer, Texas No. 74232
- Nationally Accredited Certified Floodplain Manager #1586-09N

"As I have in all my public service, I will seek to provide Fairness, Transparency, Service and Quality as a Director on the Board of the Tarrant Appraisal District."

Personal

- Native Texan having lived in Tarrant County for 27 years and in Southlake for the last 14 years.
- Married for 34 years to Yvette.
- Three Children
- 1985 graduate of Texas A&M

Professional

- A Civil Engineer and land development consultant for 34 years.
- Majority owner in DeOtte, Inc. from 2000 to present, a civil engineering and development consulting firm in Keller, Texas serving governmental and private clients on a range of diverse projects but especially providing cost effective and innovative solutions to large scale drainage and erosion control projects, municipal infrastructure and exceptional residential developments in northeast Tarrant county.
- Expert consultant and expert witness on engineering related court cases over the last 20 years.
- Developed familiarity with TAD's operations and services and how those affect land development and infrastructure re-development.

Volunteer

- Served two years as the chairman of the Tarrant County Sheriff's Department Civil Service Commission. Initiated and led a much needed major re-write of the civil service rules which passed and were implemented.
- A regular public speaker on various issues including training on engineering ethics focusing on the aspect of personal happiness and how to achieve responsible professional standards.
- Served as an adult leader in Boy Scouts as Den Leader, Assistant Scout Master and as Scout Master.
- Taught physics for a year on a voluntary basis.
- Ham radio operator, Technician License, KG5FYB.
- Active in church throughout adult life chairing building committees, teaching Sunday school, preaching, leading worship, serving as a deacon, and chairing a deacon board.

I have a professional record solving technically complicated problems with large groups of people with diverse interests and engaging and assisting parties to work together to resolve issues. Throughout my personal, professional and volunteer life, my proficiency in bringing people together to find common ground to collaborate to find the right solution has been crucial.

Gary M. Losada

Southlake, Texas

214-405-1416
glosada@sbcglobal.net

EXPERIENCE:

- Testified before Texas Senate Property Tax Reform Committee Hearing April 27, 2016
- Tarrant County Appraisal Review Board
- President of Office Liquidation Center and Aztec Glass
- Served on Blue Chip Review Committees for Arlington Independent School District
- Director of Human Resources, LTV Kentron International
- Assistant to Superintendent, Santa Rosa City Schools, Santa Rosa, California
- Assistant to City Manager Palo Alto, California

EDUCATION:

- M.A. Degree Education /Organization Administration, Stanford University 1974
- B.A. Degree Sociology/ Business Minor, University of San Francisco 1973

Residences:

- Southlake, Tx 2013 – Present
- Arlington, Tx 1990 – 2013

Tarrant Appraisal District – Board of Directors

2020-2021

Governing body for Central Appraisal District

Tarrant Co. Appraisal Review Board

2009 - 2015

Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes. Opined on various exemptions and valuations of real estate.

President – GMPL Corporation

Purchased raw land for development. Presented various planned developments to city government/council and planning and zoning.

President – Office Liquidation Center/Aztec Glass Company

Purchased and sold new and used office furniture. Purchased and distributed wholesale glass imported from Mexico to florists and grocery chains.

Director of Administration – Dallas Area Rapid Transit

Hired in second year of operation in order to organize and establish various departments such as human resources, purchasing, data processing, building and office management as well as policy development.

Director of Human Resources – LTV Kentron International/Oil States Ind.

Chief Labor negotiator, responsible for corporate wide staffing and training.

Assistant to Superintendent – Santa Rosa City Schools, Santa Rosa, California

Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

Assistant to City Manager – Palo Alto, California

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.

CURRICULUM VITAE

JERALD MILLER

P.O. Box 164
Fort Worth, 76102

Education	1992-1994	New School For Social Research	New York, NY
	Jazz Performance Major ▪ Studied full music, music business and Liberal arts curriculum.		
	1990-1992	University of New Orleans	New Orleans, LA
	Jazz Performance Major ▪ Studied music under Harold Batiste, and Ellis Marsalis, and the basic liberal arts curriculum.		
Teaching/ Consultancy Experience	▪ 2004 International Association of Jazz Educators (IAJE) New Media Panel ▪ 2005 – 2007 Consultant for Dr. Billy Taylor, Artistic Director - Kennedy Center ▪ 2007 – 2010 Consultant for various entertainment companies on launching New Media Initiatives ▪ 2008 International Association of Jazz Educators (IAJE) New Media Panel ▪ 2008 – 2010 Consultant, Jazz at Lincoln Center ▪ 2009 Jazzweek Radio Panel – Digital Initiatives Panel ▪ 2010 Conducted New Media Workshop at the New School For Social Research for group of 20-25 students ▪ 2012 Digital Music Conference Panel Creator & Moderator (How To Develop Jazz, Classical, and Non-Popular Music for Digital Distribution in the 21st Century) ▪ 2012 Chamber Music of America Panelist – Digital Initiatives (US) ▪ 2012 Future of Music Coalition – Featured Speaker (US) ▪ 2013 MIDEM featured Speaker in Classical Music Village (France) ▪ 2013 APAP (International Arts Presenters)- Featured Speaker (US) ▪ 2013 Digital Music Forum – Featured Speaker (US) ▪ 2014 MIDEM featured Speaker in Jazz, Classical World (France) ▪ 2014 JazzAhead featured Speaker (Germany) ▪ 2014 Digital Entertainment World featured Speaker (US) ▪ 2015 DEW featured panelist (US) ▪ 2015 JazzAhead Keynote Speaker (Germany)		

- **2016 Jazz Education Network (JEN) Featured Speaker (US)**
- **2016 Chamber Music America (CMA) Featured Speaker (US)**
- **2016 2014 JazzAhead featured Speaker (Germany)**
- **2017 JazzAhead Keynote Speaker (Germany)**
- **2018 CD Baby DIY Music Conference – Speaker (US)**
- **2018 JazzAhead Keynote Speaker (Germany)**
- **2019 DEW featured panelist (US)**
- **2020 DEW Guest Speaker series (Streamed Worldwide)**
- **2021 JazzAhead Independent Artists' Workshop Leader & Speaker (Germany)**
- **2022 JazzAhead Independent Artists' Breakout Session Leader (Germany)**
- **2023 Arlington Music Industry Conference Keynote Speaker**

**Professional
Recognition &
Affiliations**

- **1997, 1998 Nominee A&R of the Year by Gavin (Jazz)**
- **National Academy of Recording Arts & Sciences - Voting Member.**
- **2000 Nominee Independent Promoter of the Year by Gavin (Jazz)**
- **2008 Certificate of Recognition National Academy of Recording Arts & Sciences (NARAS) for Education**

Employment

September 2019 – Present **Brooklyn Sci-Fi Film Festival (P/T)** Brooklyn, NY

Managing Producer

- Responsible for overall creation and development of a one-week on-line Science Fiction Film Festival with international submissions from a variety of age groups and categories culmination in an awards ceremony in Brooklyn, NY

December 2018 – Present **National Black Symphony** New York, NY

Executive Director/Executive Producer/Artistic Director

- Responsible for overall Artistic Planning, Artistic Administration, Artist & Orchestra Relations, Board Relations, Finance, Marketing & Promotions, Concert Production, External Relations & Development, Orchestra Operations.

March 2019 – December 2020 **Ori-Gen Music Festival** New York, NY

Managing Producer/Curatorial Board Member

- Responsible for Conceiving, Developing, and managing all activities for international multi-day pan-Latino music festival to launch in 2021 in partnership with the Afro Latin Jazz Alliance and Latin Academy of the Recording Arts & Sciences.

February 2019 – June 2019 **Japanese Jazz Festival** New York, NY

Consulting Producer

- Responsible for strategic planning, marketing, and negotiation strategies for multi-day international jazz festival featuring Japanese artists living in the U.S. in partnership with the Japanese consulate and Japanese ambassador.

2016 – February 2020 **Ellis Marsalis International Jazz Piano Competition** West Virginia

Executive Director/Creator/Executive Producer/Artistic Director

- Developed a strategic partnership between Marshall University in Huntington, West Virginia and NEA Jazz Masters Ellis & Jason Marsalis for a “first of kind” international jazz piano competition with over \$200,000 in cash and prizes to launch in 2018.
- Responsible for creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and creating subscribers to programs while exceeding goals.
- Develop and foster relationships between potential patrons and sponsors for the triennial international jazz piano competition with a budget of over \$300,000; responsible for identifying governmental and private grant opportunities and managing the application & reporting processes, as well as stewardship and securing individual and corporate donors.
- Fostered and created partnerships between large scale arts organizations and local community organizations, including but not limited to special events for children and senior citizens.
- Provided consultation and development guidance to state university in support of development of fundraising goals.
- Conceive, develop, implement operational plan & marketing plan for (2) day international jazz piano competition.
- Hire and manage festival staff across (4) states and supervise day-to-day operations, and for all board relations.
- Responsible for developing and maintaining labor relations between various labor partners while leading various efforts including but not limited to contract management, grievance processes, and negotiation process.
- Responsible for financial oversight including creation of budgets, financial reports, auditing, cash flow, accounts payable and receivable, collection and input of data into financial systems, generation of reports, and oversight of all financial controls and procedures for costs, revenues, incomers and inventories.
- Responsible for oversight. Management, and compliance with licenses and agreements with local city and state licensing agencies and governmental and music organizations.
- Curation of art and photo exhibits for month long presentations in public exhibitions.

2016 – December 2020 **Huntington International Jazz Festival** West Virginia

Executive Director/Creator/Executive Producer/Artistic Director

- Developed strategic partnership with the City of Huntington, West Virginia, Marshall University, and NEA Jazz Masters Ellis & Jason Marsalis for the creation of the first International Jazz Festival in the state of West Virginia.
- Responsible for creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and creating subscribers to programs while exceeding goals .
- Execute the community interests and developed varied community activities to engage a wide variety of interests with educational and entertainment activities in a fiscally responsible manner and successful manner while highlighting the unique offerings of the festival and distinguishing it from other neighboring events.

- Vigorously represented the festival to the region and state's artistic, political, business, university, and social communities; develop and maintain active community based constituencies in support of the festival.
- Balance a highly complex set of duties and relationships that blends aggressive entrepreneurship, artistic leadership, community relations and strong financial management.
- Conceive and develop artistic & educational programming while overseeing the planning, , negotiating, and managing of an ambitious schedule of events that attracts a broad level of public interest and support while working to assure programming that is necessary to financially support the costs of operating the festival.
- Lead and motivate a staff of individuals who are responsible for the day-to-day operations of the festival including fundraising, marketing, programming, education. Facility operations, finance, ticketing, community relations, legal and short and long range planning.
- Provide support to the Advisory Committee and Board of the organization in the fulfillment of their duties including but not limited to scheduling meetings; setting agendas; preparing and presenting reports; developing infrastructure and reporting systems; and fostering and ensuring effective communications between divisions of the organization.
- Conceive, developed, and implemented marketing and communications strategies including developing system for inter-partnership communications; d relationships and partnerships with a wide variety of community organizations and higher lev; developing materials for partnership development, marketing, and publicity use; creating and overseeing social media and web strategy; conceiving, developing, and implementing digital & traditional media campaigns across traditional and non-traditional print, digital, radio, and television outlets both domestically and internationally.
- Conceive, development, and implement operational budget fo over \$500,000 per year for the annual festival and related events; booking and programming of the festival in a manner that appealed to broad coalition of the community.
- Responsible for financial oversight including creation of budgets, financial reports, auditing, cash flow, accounts payable and receivable, collection and input of data into financial systems, generation of reports, and oversight of all financial controls and procedures for costs, revenues, incomers and inventories.
- Responsible for oversight. Management, and compliance with licenses and agreements with local city and state licensing agencies and governmental and music organizations.

2010-Present

Nu Jazz Agency

New York, NY

Managing Director

- Provided marketing, management and business support to numerous Grammy nominated and award-winning artists across a wide range of genres including Classical and Jazz for both U.S based and International performing arts organizations.
- Provided support in creating, developing, and implementing strategies to strengthen and increase audience growth, earned income, and to retain subscribers to arts programs while exceeding goals.
- Provided assistance in developing patronage and fostering relationships between potential patrons and arts organizations senior staff.
- Fostered and created partnerships between large scale arts organizations and local community organizations, including but not limited to special events for children and senior citizens.
- Provided consultation and development guidance and support of business initiatives to Classical and Jazz large scale arts presenters on the development of assets for commercial exploitation.
- Developed reputation as leading international expert on the development and exploitation of digital assets for commercial distribution in the genres of Classical music and Jazz music as recognized by Chamber Music America, APAP, MIDEM, and the Digital Music Forum.
- Worked with various Boards of arts organization to harness their strengths to achieve goals set forth by senior executives and to further achieve success in their missions.

- Responsible for programming of concerts, negotiating terms, drafting contracts, arranging artist services, planning travel, and acting as artist services liaison for series of international and domestic musical festivals and international and domestic venues and supervising support staffs.

2008-Present

Nu Jazz Entertainment

New York, NY

President/CEO

- Created the first worldwide virtual jazz label that owned 100% of its assets in both audio and video digital formats for all recordings.
- Launched the first jazz label to secure full digital distribution via major label network, without seed money from a major.
- Pioneered and solidified position of Nu Jazz Records/Nu Jazz Video as first jazz record label to release every recording on iTunes with bonus video content.
- Solidified the position of Nu Jazz Records as an industry leader by having every jazz released featured on the genre homepage of iTunes, and enabling Nu Jazz Records to become the first jazz record label to have an album featured on the iTunes Jazz genre homepage for (6) six months.
- Developed with iTunes the first jazz recording in the new iTunes format, **Ellis Marsalis – *An Open Letter To Thelonious (Platinum Edition)*, with 2011 NEA Jazz Master, Ellis Marsalis.** This album created a completely interactive jazz product merging, for the first time - audio, video, photographic, and literary content into a unique product for commercial release.
- Launched the first jazz record label which allowed their artists to sell recordings at concerts via unique branded "Pre-Paid" digital download cards. Enabling artists, for the first time, to sell digital assets in audio, video, and photographic formats at the gigs via a medium that did not require physical product.
- Created partnerships with Amazon, Rhapsody, eMusic, Napster, and over 340 digital download services world-wide to successfully promote Nu Jazz releases.

1996-2010

V.I.E.W. Video/Arkadia Records

New York, NY

Senior Vice President

Marketing/New Media

- Planned, executed, and product managed multi-phase marketing campaigns for line of Video/Audio products including creating early setup and artist development campaigns for new artist. & major jazz, classical, and contemporary recording artists including Dr. Billy Taylor, Benny Golson, David Liebman, Joanne Brackeen, Herbie Hancock, Dizzy Gillespie, Lara Downes, and countless others.
- Managed co-op budgets and set up advertising budgets.
- Crafted and implemented new marketing initiatives to increase digital revenue across all digital distribution outlets and storefronts.
- Managed all marketing headquarters and field staff including but not limited to marketing & promotions consultants hired on individual project basis including their budgeting and promotion.
- Created alternative cost efficient retail & consumer advertising and promotions for both traditional retail and online environments.
- Cultivated new relationships and maintain existing relationships with prospective and existing marketing partners, including lifestyle marketing companies and in-store play services
- Conceived, developed, and created internal artist DVD production and work closely with production and video departments.
- Researched and updated internal song database with, among other things, historical performance data and product usage.
- Conceived, developed, and implemented marketing promotional materials and mailings for traditional retail accounts, online retail accounts, and all media.
- Developed relationship with print partners to develop sheet music and personality folios and create, develop, and produce other merchandising initiatives.

- Generated copy for sales sheets, P.O.P. materials, album blurbs and liaison with creative services on marketing materials.
- Created both branding and direct marketing campaign, campaign maintenance, developed and implemented multi-industry strategic sales plan, established and maintained relationships with key customer contacts, regularly monitored field activity and field sales activity, monitored return activity for titles and develop strategies to minimize returns.
- Worked with 3rd Party partners to leverage artists and content for positioning on their sites.
- Worked with Urban, Pop, Classical, Gospel, Jazz based website, blogs, publications as well as lifestyle outlets to increase artist/release awareness, increase artist database community, and increase both physical and digital sales.
- Discovered, created, and developed new business opportunities to create and work with new strategic partners.
- Analyzed and researched the marketing initiatives of our competitors, and researching the newest technological advances for new opportunities in marketing.
- Worked directly with artists and managers to encourage active participation in their website and their marketing initiatives in 3rd party sites.
- Developed and maintained advertising budgets, travel to present presentations to key retailers/wholesalers, provide input to production personnel, provide agenda items and attended sales meetings in order to provide both updates and input on sales activity, developed budgets and project timelines.
- Conducted regular weekly calls and meetings with 3rd clients, and weekly reports on marketing campaign effectiveness, along with follow up and completion on contest/giveaway initiatives.
- Secured placement in digital media and publicity outlets (Muze, Gracenote, AMG, etc) as well as digital publications & magazine (album reviews, artist reviews, artist features and tour promotions).

Sales

- Researched and created new music and video sales opportunities with focus on label/artist priorities and client/brand needs.
- Conceived, created, and developed promotional offers that include gift with purchase, mail-in, custom branded CD's & DVD's, digital downloads, MP3 players.
- Pursued and researched new sales outlets for entire roster of artists and products maintained current account base, while aggressively pursuing new business in all business/consumer sectors.
- Worked closely with all personnel to fully utilize all of the companies capabilities including CD/DVD inserts, digital media advertising, sponsorship, and special sales incentives.
- Prepared monthly sales forecast and summaries, and met sales goals.
- Solicited major and independent physical retailers, both domestic and international, on new titles and catalog titles across jazz, classical, world, art, educational, opera, dance, and pbs style documentaries for both audio and video titles.

A&R

- Sought out new songwriters, singers, groups, and publishers in an attempt to enter into exclusive contracts with label for exploitation of product by company.
- Reviewed new songs, critiqued musical selections, provided creative guidance towards the development and/or refinement of new material while working with contemporary music artists in the genres of Classical, Jazz and acoustic based music.
- Acted as a catalyst and coordinator of new recording activities including conceiving, developing, and implementing recording projects of company owned songs and music.
- Conceived, developed, and implemented new recording projects and other special projects utilizing company owned materials and back catalog to generate maximum return on company's investments
- Actively sought out and solicited musical writers, lyricists, producers, and artists for musical production and deals.

A&R Administration

- Prepared detailed artist evaluations, pre-emptive marketing outlines & plans, product status reports, and recording & marketing budget creation/reconciliation, prepared recording project cost summaries and forecasts, supervised label copy preparation, educated all company staff on the nature, goals, and status of new projects.
- Acted as liaison to Business Affairs, Creative Services, Sales, Promotions, and Publicity for contractual payments and other services to ensure unified "team effort" to fulfillment of goals.
- Developed and monitored recording budgets for recordings involving individual, group, small group, and orchestral recordings in the genres of Jazz, Classical, Pop, Rap, R&B, and Children's music and video combined with reconciliation during the recording process.
- Prepared recording project proposals and video production budgets; prepared project cost summaries, along with prepared recording project forecast for multiple genres, and making tour support payments.
- Provided support to Business Affairs department to ensure the prompt and timely payment & processing of AFM contract agreements; completion of all recording session paperwork and tax forms.
- Logged and tracked recording masters; maintain lists of session personnel, songs, song sequencing, gaining sample clearances, monitoring & logging of tour support.
- Negotiated recording artist, sideman, recording studio, engineer, producer, and mastering studio rates and ensuring timely payments for services.
- Met and conferred with Executive staff and all other departments to develop goals, brief on objectives on proposed and current projects, and educate all departments & staff on materials & projects.

Licensing

- Administered, processed, and negotiated incoming license request for use of audio & video master recordings in television, film, radio, and advertising.
- Completed song searches, and analysis for pitching to appropriate clients for usage in television, film, radio, and advertising campaigns.
- Facilitated and followed up on product/press kit requests from clients.
- Marketed Arkadia/VIEW audio and video titles to advertising agencies and corporate brands via showcases, ticket solicitations and mailings.
- Determined rights and restrictions of use for licensing initiatives via research and with consultation from business affairs.
- Acted as liaison with artist management, and studio to create special mixes for licensing activities, as well as interacted with clients, artist management and labels to ensure effective communication.
- Managed constantly shifting music and priorities between product development staff.

National Promotions

- Promoted and tracked assigned records and artists to chart and non-chart reporting stations in assigned formats with goal of securing commitments from radio programmers and music directors.
- Developed and maintained relationships with Music and program directors on national and international stations.
- Created and implemented, and assisted with planning of traditional and internet radio promotions which included: On-Air promotions, giveaway campaigns, radio contest, artist phone-in interviews, radio station appearances, radio station special performance showcases, and artist promotional tours/tour awareness support.
- Tracked and monitored budgets and expenditures of radio promotion endeavors, managed outside radio promoters, and provided input on selection of radio singles.
- Traveled to industry related trade shows to build rapport and strengthened relationships with radio personnel including program directors, music directors, and station managers.

Publicity

- Conceived, developed, and wrote press releases, biographies, and other press materials in relationship to multiple genres of artists and DVD's in Classical, Dance, Jazz, World Music, Health & Fitness, Children's Educational, Pop, and Nostalgia product.
- Solicited reviews and product/artist coverage through a wide range of national and international periodicals and digital media outlets in both trade and consumer publications.
- Scheduled and coordinated artist interviews and product reviews across multi-genre platforms in trade and consumer periodicals for print and digital media.
- Tracked and monitored budgets and expenditures of outside press endeavors, manage outside press agents/representatives, and provided input on press initiatives.

Tour Support

- Worked closely with artists, artist managers, and tour promoters to secure ticket buys for internationally touring recording artists.
- Arranged supplemental ticket buys with promoters for radio/press/retail personnel.
- Arranged for supplemental ticket buys for retail/radio contest winners in areas of artist touring at both national and international venues.
- Provided promoter information, ticket prices, and payment info to business affairs department and obtain approval for all ticket buys.
- Ensured release of tickets from promoters upon payment and those tickets are forwarded on a timely basis.
- Followed up with Regional Staff to ensure all tickets are received, properly distributed, and in sufficient quantities.
- Actively sought out and solicited musical writers, lyricists, producers, and artists for musical production and deals.
- Reconciled monthly payment statements with purchase numbers, and prepare manual payment requests when required.

1995-1998

Refugee Project

New York, NY

Founding Board Member

- Worked with multi-grammy award-winning artist Lauryn Hill to establish, and develop non-profit organization to provide services for disadvantage youth. This non-profit was subsequently funded in part through proceeds from Ms. Hill's grammy winning album "The Miseducation of Lauryn Hill".
- Spearheaded and planned fundraising efforts grossing over \$1,000,000.00 in corporate and private donations.

1995-1996

RCA Records

New York, NY

Independent Marketing/Promotions Consultant

- Hired by black music department to develop marketing, sales, and promotional campaigns for newly signed artists.

1995

Forty Acres & A Mule Productions

Brooklyn, NY

Producer's Assistant

- Hired by Monty Ross & Jon Kilik to act as an on shoot assistant in fulfillment of their activities as major motion picture film producers.

Additional Professional Highlights

- Production Supervisor – David Liebman, New Vista
- Producer – Billy Taylor, Music Keeps Us Young
- Producer – Billy Taylor, Ten Fingers One Voice
- Producer – Jimmy Greene, The Overcomer's Suite
- Video Director – Jimmy Greene in Concert, The Overcomer's Suite
- Video Editor – Jimmy Greene in Concert, The Overcomer's Suite

- Producer – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Video Director – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Video Editor – Wessell “Warmdaddy” Anderson, Warm It Up , Warmdaddy
- Executive Producer – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Producer – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Video Director – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Video Editor – Ellis Marsalis, An Open Letter To Thelonious (Platinum & Gold Edition)
- Producer – Ellis Marsalis, An 80th Birthday Celebration (180g German Vinyl) – 2 Disc set)
- Executive Producer – The Huntington International Jazz Festival presents THE WINNERS of the ELLIS MARSALIS International Jazz Piano Competition (Platinum & Gold Edition)
- Artistic Director – The Huntington International Jazz Festival
- Producer – Arturo O’Farrill, Legacies (Blue Note Records)

**Referenced
Articles**

- Nu Jazz Records and Video to Enter High Definition Market Place, *JazzTimes*
- Nu Jazz Entertainment issues pianist’s An Open Letter to Thelonious, the first jazz LP on iTunes, *JazzTimes*
- The Nu Jazz Virtual Label, *Jazz Note SDP*
- Nu Labels for Nu Jazz Entertainment, *Jazzed Magazine*
- Nu Jazz Launches New Methods of Music Distribution, *Downbeat*
- iTunes Makes Room for Jazz albums from Nu Jazz Entertainment, *Downbeat*
- Professionals of the Year: Top 30 Influencers in the Performing Arts Industry, *Musical America Worldwide*

MUSICAL AMERICA MAGAZINE

Professionals MA 30 of the year

The

Influencers

16 ma

For this year's Musical America Professionals of the Year, we asked our readers to nominate "key influencers." These are the folks who are making a difference in our business, either by virtue of their position, their creativity, and/or their dedication—people about whom you could say, "When they speak, we listen."

JERALD MILLER

Managing Director
Nu Jazz Agency



"Classical, jazz, and world music are perennially behind the times in everything," argues Jerald Miller, founder and managing director of Nu Jazz, a digital and traditional music marketing and distribution company for independent artists and labels. From progressive new artists like Jimmy Greene to legendary icons like Duke Ellington, Nu Jazz discovers new music and refashions classics, connecting the best of both to today's consumers using contemporary recording and distribution tools. Since its inaugural release in 2004, Nu Jazz has become the recording industry's leading digital jazz label with an impressive list of firsts, such as launching the first jazz iTunes "LP" and making all recordings available on pre-paid digital download cards.

Miller says he's helped many organizations transfer catalog material to the digital medium. But it's not been easy to move clients out of their comfort zones and into more contemporary business strategies. One example, Miller said, is that most people who want to bring their music before the public don't have Tumblr or Snapchat accounts. Nor do they make their social media posts in any language other than English.

Miller is also trying to help his clients make better use of music streaming services. He is especially excited about the global possibilities of marketing music and encourages his customers to see that "we really are a global market place." There's no reason, he argues, why a small chamber orchestra in Nevada shouldn't connect with fans in Russia, or a homegrown jazz group in Oregon can't sell albums in Turkey. —Rick Schultz



Key Regions: International; U.S.

February 11, 2015

Los Angeles Times

Independent music labels project promising industry future

By Tre'vell Anderson

Beyonce's surprise digital album got plenty of attention a year ago, as did Taylor Swift's recent decision to pull her entire discography from streaming service Spotify. Both show how the music industry is changing quickly.

And panelists at the Digital Entertainment World Expo on Wednesday believe the future of digital music is bright as more and more artists adapt to it.

"The music business is going to grow and it's going to grow rapidly," said Terry McBride, CEO of Nettwerk Music Group.

John Boyle of Insomniac Events, Jared Gutstadt of Jingle Punks and *Jerald Miller of Nu Jazz Management and Consulting* joined McBride on the panel, moderated by Jeff Pollack of Pollack Music and Media Group, as they focused on the rise of independent artists and labels.

In stark contrast to the behemoth companies of years past, major record labels no longer spend time developing a large roster of artists, Pollack said. But as social media and outlets like iTunes have developed, countless others have the resources to strike it big – and independent labels are going to be the key to independent artist success, McBride said.

Boyle agreed.

"The Internet and all these new technologies were supposed to empower the whole 'do it yourself' movement," he said. "But what it's done is disseminated that. There's now too much product out there and not really enough marketing."

Despite the ubiquity of artists trying to make it, if the artist has talent, success will come, said Miller, who used to manage Lauryn Hill during her career with rap group The Fugees.

"If you have great music, the cream always rises to the top," he said, especially with the advent of the "non genre-specific music lover."

"Now you see people crossing [genre] boundaries and buying things because it's a good song or just good music," Miller said.

Because "there's no such thing as niche," anymore, McBride said, "independent labels today have to run marathons" finding the market, even if only internationally, where their artists' music will thrive.

"Every country is different in its regulatory structure and its culture so every country is a new opportunity for artists," he said.

Conversation may be swirling about the massive shakeups in the music industry, but Miller isn't worried.

"The future just looks good for everybody who loves great music," he said. "There will people to buy everything, people to love everything."

September 2023

A. Gloria Peña

5102 Oak Gate Ct.
Arlington, TX 76016
817-501-9354

Experience:

Retired with 37 years of service, US Army Corps of Engineers, Southwestern Division, 2012.
Began as Student Aide at 16 years of age working at White Sands Missile Range, NM Training & Doctrine Command until 1983, with a 2-year federal break working at the University of Texas at El Paso's Contracts & Grants Office.
Employed with the US Army Corps of Engineers in 1983 in various programs, which include:
Program Analyst, Military and Environmental Programs
Program Analyst, Civil Works Program
Budget Analyst, Resource Management
Financial Analyst, Construction and Operations
Program Specialist, Operations, Water Supply Business Line Manager

Education:

Northwood University, BBA, Management (Magna Cum Laude)

Community Involvement (past):

Secretary, Society of American Military Engineers (Dallas)
President, Vice President, Secretary of Arlington Independent School District Board of Trustees
Director, Texas Association of School Boards
Secretary, Mexican American School Board Association of Texas
Founding and Charter Member, Arlington Hispanic Chamber of Commerce
Charter Member, Arlington Classics Academy
Founder & President, IMAGE de Arlington
Charter Member, MPAC of Arlington
Vice President, United Hispanic Council of Tarrant County
Treasurer, Child Protective Services of Tarrant County Board
Chairman, City of Arlington Youth and Families Board
Vice President, Girls, Inc. of Arlington Board
Member, Boys & Girls Club of Arlington Board
Member, Latino Peace Officers Association
Youth Services Director, Rotary Club of Arlington
Education Chair, Community Relations Commission for the City of Arlington
Arlington Chamber of Commerce, Scholarship Sub-committee & Partners In Education Committee
President, Rotary Club of Arlington Foundation
... and many more

(current):

Rotary Club of Arlington, Webb Scholarship Sub-committee
Director, Water From The Rock
Member, St Vincent de Paul Women's Guild



Vince E. Puente, Sr.

Owner & President – Sales & Marketing

SOS Plaza • PO Box 612248 • D/FW, TX 75261-2248

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Bio – September 2023

Vince Puente is a proud native and resident of Fort Worth, Texas. He is a small business owner, who understands the balance of creating value for his clients, teammates and the community. He understands the importance of making payrolls, timely payments to his vendors and a respectable bottom-line to invest in the future. More importantly he believes the Lord and family come first and foremost.

Mr. Puente received his formal education via the Fort Worth ISD and the University of Texas at Arlington. Early in his career, Mr. Puente immersed himself in education related to his skill set and industry field. It soon became apparent that this pursuit of education would be one of his ongoing, lifetime passions. As he took on additional responsibilities within **SOS**, he pursued personal education in each area. One prime example is that of marketing and advertising. With no formal education in these areas, it is safe to say Mr. Puente has built the **SOS** “brand”, resulting in **SOS** being one of the most recognizable companies in North Texas. In addition, **SOS** has received national recognition within its industry and the business community.

Mr. Puente is one who believes in active participation within his community. Currently he serves on five (5) boards and advisory councils. Those include the **Finance Commission of Texas** (Governor Abbott appointee), **YMCA of Metropolitan Dallas**, **Texas Values**, **Tarrant Appraisal District** (TAD) and **Congresswoman Kay Granger’s** Hispanic Advisory Council. Mr. Puente has been previously named as Businessman of the Year for the Texas Association of Mexican American Chambers of Commerce, an Aflac Civic Leader, an Honoree for The Father of the Year Awards and State of Texas Small Business Champion.

When asked what accomplishments he feels represent his vision for excellence, one he will cite is **SOS Plaza**. This is the home of his companies, Southwest Office Systems, Inc. and Puente Brothers Investments. It is a 39,000 sq. ft., Class A facility on 2.5 acres across from the American Airlines World HQ. The document technology industry considers **SOS Plaza** to be one of the best in the nation. But what is truly amazing is that his companies and **SOS Plaza** are entirely debt-free.

However, Vince is not all business. He will tell you it is his **wife, Mona, and his kids, Vincent, Jr. and Lindsay, of which he is most proud.** His family is far more important to him than any business accomplishment he could ever desire. Vince and Mona are active members of Christ Chapel Bible Church and engaged in multiple organizations that touch our community throughout Tarrant County and the Great State of Texas!

Please see the following page

Vince E. Puente, Sr. – biography continued - updated April 2023

Principal Owner of:

- ☐ Southwest Office Systems, Inc. ☐ Puente Brothers Investments, LLC ☐ Harvison / Puente ETAL

Current Areas of Service:

- ☐ Finance Commission of Texas – *Commissioner, Governor Abbott Appointee*
- ☐ Tarrant Appraisal District (TAD) – *Board of Directors*
- ☐ YMCA of Metropolitan Dallas – *Executive Board of Directors*
- ☐ Texas Values – *Board of Directors*
- ☐ Congresswoman Kay Granger - *Hispanic Advisory Council*

Prior Areas of Service:

- ☐ Dallas Regional Chamber – *Director/Executive Committee; Chair Small Business Initiative*
- ☐ Greater Irving Chamber of Commerce - *Director/Executive Committee, Chair Education Committee*
- ☐ North Dallas Chamber of Commerce – *Board of Directors*
- ☐ Big Brothers Big Sisters Lone Star – *Executive Board of Directors*
- ☐ Tarrant County Christian Prayer Breakfast - *Board of Directors, Secretary*
- ☐ Fort Worth Chamber – *Director/Executive Committee, Chair Local Business Development Committee*
- ☐ Texas Christian University – *Chancellor's Advisory Council*
- ☐ Casa Mañana Theatre – *Board of Directors*
- ☐ Camp Thurman – *Board of Directors and Immediate Past-President*
- ☐ Mercy Med-Flight – *Board of Directors*
- ☐ Congressman Joe Barton – *Hispanic Advisory Council*
- ☐ Fort Worth Hispanic Chamber of Commerce – *Board of Directors and Past Chairman*
- ☐ Greater Dallas Hispanic Chamber of Commerce – *Chair, Entrepreneur Investor Partner Committee*
- ☐ Texas Association of Mexican American Chamber of Commerce (TAMACC) – *Delegate*
- ☐ North Texas Commission – *Board of Directors*

Personal Recognition:

- ☐ Father of the Year Awards - *Honoree*
- ☐ Aflac Civic Leaders Award
- ☐ Texas Association of Mexican American Chambers of Commerce - *"Business Man of the Year"*
- ☐ Jewish Council for Public Affairs – *Israel Institute for Hispanic American Leaders*
- ☐ ESCR Bosslift – *Military Base Tours*

Company Recognition:

- ☐ Plains Capitol - *Well Managed Family Business of the Year Award*
- ☐ US Small Business Administration - *"Director's Choice" Award*
- ☐ Greater Dallas Hispanic Chamber of Commerce - *"Q & E Entrepreneur of the Year" Award (large company)*
- ☐ Fort Worth Chamber of Commerce - *"Small Business of the Year" Award (large company)*
- ☐ North Dallas Chamber of Commerce - *"Small Business of the Year" Award*
- ☐ NCTRCA – *"MBE Business of the Year" Award (Gold Level)*
- ☐ Sharp Electronics - *"Hyakuman Kai Elite" Award – Received four (4) times*
- ☐ OfficeDEALER - *"Elite Dealer" Award – Received two (2) times*
- ☐ TXU/Vistra Energy - *"Gold Star Supplier" Award*

Jake Wurman

Jacob Wurman has lived in Fort Worth since 2007, but is a native Texan. After moving to Fort Worth, Jacob and his wife, Lauren, started up their family. Jacob currently lives in the area commonly referred to as “Far North Fort Worth”. Fort Worth was definitely the right choice for the family to flourish. Once the prospect of a young family became reality, Jacob took to volunteering his time and effort to improve safety for school children walking to their neighborhood schools.

Jacob served on the Saratoga HOA for seven years and was president for five years. During that time, Jacob worked with Fort Worth city staff and Tarrant County officials to improve safety for pedestrians. During his time as HOA president, the community experienced severe hardships due to unpaid assessments and poor vendor performance.

Jacob worked with the other members of the HOA Board of Directors to improve communication and establish methods to help homeowners overcome their unpaid/overdue assessments. Jacob also directly oversaw all vendors and their contracts. After two years of significant changes, the neighborhood was able to operate on a leaner budget with higher performing vendors. Jacob engaged any and all questions about the neighborhood and the HOA board on public forums to ensure transparency.

At the urging of city staff, Jacob joined the North Fort Worth Alliance, which is the largest neighborhood alliance in all of Tarrant County. After serving as NFWA Chairman of Parks and Recreation, Jacob was asked to serve as NFWA Chairman of Transportation. It was during these years that Jacob discovered his love of public service and just how much was really possible when the community comes together to achieve their goals.

Jacob was as appointed to the City of Fort Worth Zoning Commission and Alliance Airport Zoning Commission by District 7 Councilman Leonard Firestone in 2021. Following the results of the 2020 US Census, Jacob was asked by Councilman Alan Blaylock to serve as the zoning commissioner for the newly created District 10. Jacob has made it his mission to promote communication and transparency at all levels of government — from the HOAs to the school boards to city councils, our citizens deserve to know what happening with their tax dollars.

Jacob is a licensed Texas real estate agent with Compass RE, Texas LLC and has been licensed since 2011. Jacob has helped thousands of homeowners reduce their property tax values over the last 10 years.

Saratoga HOA Board

- Director at Large: 2015-2016, 2021-22
- President - 2016-2021

Northwest Independent School District

- Northwest ISD Leadership 2016
- Attendance Boundary Committee 2017-18
- Long Range Planning Committee 2018-present

City of Fort Worth

- District 7 Zoning Commissioner 2021-2023
- District 10 Zoning Commissioner 2023-present

2023 Nominations for Board of Directors

Alan Blaylock	City of Fort Worth
Rich DeOtte	City of Bedford City of Colleyville City of Haslet City of Keller City of Lakeside City of Mansfield City of North Richland Hills City of Southlake Carroll ISD Grapevine-Colleyville ISD Keller ISD Mansfield ISD
Gary Losada	City of Bedford City of Burleson City of Colleyville Haltom City City of Haslet City of Hurst City of Keller City of Lakeside City of Southlake City of Watauga City of White Settlement Carroll ISD Grapevine-Colleyville ISD HEB ISD Keller ISD Mansfield ISD Tarrant County College
Gloria Pena	Arlington ISD
Vince E. Puente, Sr.	City of Bedford City of Colleyville Haltom City City of Haslet City of Keller City of Lakeside City of Mansfield City of North Richland Hills City of Southlake Carroll ISD Grapevine-Colleyville ISD Keller ISD Tarrant County College
Jerald Miller	City of Lakeside
Jacob Wurman	Northwest ISD

*There is still the possibility that we could receive timely resolutions this week by USPS mail postmarked by October 16th.

Memorandum

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

From: Jason Brown, Director of Parks and Recreation

Date: November 13, 2023

Subject: Cary Services – Law Enforcement Center HVAC Improvements

Agenda Item:

Consider agreement with Cary Services for HVAC improvements at the Law Enforcement Center and authorize City Manager to sign agreement

Background Information:

During the recent renovation at the Law Enforcement Center, changes were made to the existing HVAC system as a part of general improvements to the building. Some of the changes included removing one RTU and replacing another RTU. It also included new duct work designed to move air to different parts of the building.

Unfortunately, the new HVAC system design has not performed as intended. Soon after the grand re-opening of the Law Enforcement Center, there were concerns about the effectiveness of the changes. Staff noticed significant condensation on the ceiling tiles and an extreme imbalance in temperatures throughout the building. Some rooms were too cold, while others were warm and humid.

Staff met several times with GSBS, the architect, and Steel and Freeman, the contractor, as well as the City's HVAC maintenance vendor Cary Services, to discuss the issues. In addition, engineers at Halff Associates and two other HVAC consultants were brought in to review the plans and offer solutions to reconfigure the system. Small changes were made to try to correct the issues, but condensation continued to stain ceiling tiles and wide temperature ranges remain.

This summer, staff asked Cary Services to submit a proposal to reconfigure the HVAC system as discussed in previous meetings. The proposal includes adding a Daikin VRV system to control temperatures room by room. This will take some of the load off of RTU #2 with a new condenser and nine (9) cassettes that will help to establish a balanced internal environment in the Law Enforcement Center.

Financial Considerations:

Cary Services provided a cost estimate of \$87,465 to complete the proposed HVAC improvements. Funding in the amount of \$81,288 was included in the FY 2024 CCPD

Budget for the project. There is also \$6,272 remaining in tax notes used for the Law Enforcement Center renovation that will be put towards the HVAC improvements.

Legal Review:

The City Attorney has reviewed the agreement.

Board/Citizen Input:

N/A

Attachments:

Cary Service's Proposal and Agreement

Council Action Requested:

Motion to approve agreement with Cary Services for HVAC improvements at the Law Enforcement Center in the amount of \$87,465 and authorize City Manager to sign agreement



*Facility & Product Temperature Management
Proactive Budget Control & Preventative Maintenance Specialists*

City of Richland Hills Richland Hills Police Department

Proposed Project Agreement

Date:

11/8/2023

Proposal Number:

P01557

Prepared for:

City of Richland Hills
Richland Hills Police Department
6700 Baker Blvd.
Richland Hills, TX 76118

Prepared by:

Caleb Olibas

888-229-1757

C.Olibas@caryservices.com



PROJECT PROPOSAL

Company

Cary Services, Inc.
PO Box 5101
Abilene, Texas 79608

Proposal Date: 11/8/2023

Proposal Number: P01557

Bill To Customer

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

Agreement Location

Richland Hills Police Department
6700 Baker Blvd.
Richland Hills, TX 76118

WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

CITY OF RICHLAND HILLS / RICHLAND HILLS POLICE DEPARTMENT / CARY SERVICES, INC.
PHYSICAL LOCATION: 6700 BAKER BOULEVARD RICHLAND HILLS, TX 76118
REDESIGN AND UPGRADE TO DAIKIN VRV

1. OVERVIEW

DUE TO THE CURRENT DESIGN OF A/C SYSTEMS CONTINUAL PROBLEMS, CARY SERVICES HAS RECOMMENDED ONE DAIKIN UNIT VRV (V) SYSTEM BE INSTALLED. THE CURRENT LAYOUT OF THE FLOORPLAN HAD CHANGES TO THE SYSTEM DURING THE MOST RECENT REMODEL AND DOES NOT PERFORM AS DESIGNED. ONE PACKAGE UNIT WAS REMOVED AND SOME IF NOT ALL OF BUILDING LOAD SERVED BY THAT UNIT WAS ADDED TO RTU 2. THIS CHANGE NOW CAUSES HOT AND COLD SPOTS THROUGHOUT THE BUILDING ALONG WITH HUMIDITY ISSUES.

2. CURRENT PROBLEMS

RTU 2 HAS HAD EXTENDED DUCTWORK TO IT, WHICH NOW SERVES THE ENTIRE WEST AND SOUTH EXTERIOR ROOMS. THIS EXTRA LENGTH IN DUCT WORK CAUSES UNEVEN AIRFLOW, AND ROOM TEMP PROBLEMS. THE THERMOSTAT FOR THIS UNIT IS LOCATED IN THE REPORT ROOM. BEING IN THAT ROOM WITH SEVERAL SOURCES OF HEAT IN IT (PATROL OFFICERS, ELECTRONIC EQUIPMENT, AND BEING CLOSE TO A HIGH TRAFFIC AREA WITH AN EXTERIOR DOOR) RUNS AT A WARMER TEMP THEN THE OFFICES CLOSER TO THE RTU THAT SERVES THAT AREA. OUR COMPANY HAS SEEN THIS UNIT RUN CONTINUALLY DUE TO REPORT ROOM BEING 73 AND THE PATROL INTERVIEW ROOM BE BELOW 70 DEGREES. THESE WIDE TEMPERATURE RANGES CAUSE SEVERAL PROBLEMS LIKE HUMIDITY AND SWEATING OF GRILLES AND DUCTWORK. NOT TO MENTION SOME OFFICES WILL BE FREEZING AND OTHERS HOT. WE BELIEVE THIS IS THE AREA AFFECTED MOST BY DESIGN PROBLEMS WHICH IS SERVED BY RTU 2.

3. NEW TECHNOLOGY

WE PROPOSE TO INSTALL A NEW **DAIKIN VRV** SYSTEM WHICH WILL HAVE HEAT RECOVERY TECHNOLOGY. HEAT RECOVERY TAKES HEAT PUMP TO THE NEXT LEVEL. WITH THIS DESIGN EACH ROOM IS NOW CONTROLLED BY ITS OWN SPACE TEMP LIKE ANY OTHER HEAT PUMP SYSTEM, BUT **DAIKIN'S** HEAT RECOVERY ALLOWS ONE THERMOSTAT TO RUN IN HEATING MODE AND ANY OTHER THERMOSTAT TO RUN COOLING AT THE SAME TIME. SO INSTEAD OF BEING ABLE TO RUN HEAT OR COOL AT ONE TIME, ONE OR MORE PERSON(S) WHO ARE ALWAYS POLAR OPPOSITE WITH THEIR COMFORT CAN NOW TAKE EVERYONE'S NEEDS SIMULTANEOUSLY RUN BOTH MODES AND TOTALLY ENCOMPASS ENERGY SAVINGS AT THE SAME TIME.

4. PLAN

AFTER A THIRD PARTY SUB-CONTRACTOR REMOVES THE CEILING TILES IN THE SOUTH HALL CONSISTING OF THE WOMEN'S/MEN'S RESTROOM, REPORT ROOM, SERGEANT 1 AND 2, EVIDENCE TECH, AND EVIDENCE PROCESS ROOM, CARY SERVICES WILL REMOVE THE GRILLES THAT SERVE THESE AREAS AND TAKE THE DUCTWORK OFF OF THE SYSTEM COMING FROM RTU 2 THAT SERVE THESE AREAS. SET NEW OUTDOOR UNIT ON THE ROOF AND SET THE BRANCH BOX BELOW THE OUTDOOR UNIT IN THE ATTIC SPACE. INSTALL 9 CASSETTES IN THE AREA. RUN ALL NEW REFRIGERANT PIPING AND CONDENSATE DRAINS. ALL REFRIGERANT LINES AND INSTALLATION TO BE DONE BY QUALIFIED, TRAINED CARY SERVICES INSTALLERS.

5. EXCLUSIONS

- ANY AND ALL FURNITURE THAT IS REQUIRED TO BE MOVED FOR THIS SYSTEM WILL NOT BE INCLUDED.
- ANY CEILING REMOVAL, INSTALLATION, OR MODIFICATION NEEDED FOR THIS UPGRADE. (USUALLY REQUIRED TEE BAR MODIFICATION ON CASSETTES BIGGER THAN 24 INCHES). NONE NEEDED ON THIS PROJECT.
- ALL ELECTRICAL WORK.
- ANY FIRE CONTROL CHANGES/ADJUSTMENTS.

6. WARRANTY AND PAYMENTS

- THIS DAIKIN VRV SYSTEM WILL HAVE A TEN-YEAR TOTAL PARTS WARRANTY.
- ALL LABOR DONE ON THIS PROJECT WILL HAVE 90 DAY WARRANTY.
- TO BEGIN ORDERING MATERIALS A 50% DEPOSIT IS REQUIRED. 25% DRAW WILL BE REQUIRED AFTER EQUIPMENT IS HUNG IN PLACE, AND A FINAL 25% FINAL DRAW DUE UPON COMPLETION.
- EQUIPMENT LEAD TIMES ARE EXTENDED RIGHT NOW DUE TO NEW GOVERNMENT GUIDELINES AND TOTAL TIMELINE OF WORK BEYOND LEADTIME IS TWO TO THREE WEEKS OR MORE. THIS CAN CHANGE ON A DAILY BASIS DUE TO STOCK OF EQUIPMENT, ETC.

OUR PRICE FOR THIS PROPOSAL IS EIGHTY-SEVEN THOUSAND, FOUR HUNDRED, SIXTY-FOUR DOLLARS AND 38/100 (\$87,464.38)
(TAX EXEMPT)

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. City of Richland Hills, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Cary Services, Inc**City of Richland Hills**

Signature (Authorized Representative)
Caleb Olibas

Name (Print/ Type)

Name (Print/ Type)

888-229-1757

Phone

11/14/2023

Date

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

The following terms and conditions are incorporated into and a part of the agreement between Cary Services, Inc. and City of Richland Hills (the "Agreement"):

1. City of Richland Hills shall permit Cary Services, Inc. free and timely access to areas and equipment and allow Cary Services, Inc. to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Cary Services, Inc. normal working hours.
2. Cary Services, Inc. warrants that the workmanship hereunder shall be free from defects for thirty (90) days from date of installation, unless otherwise written in this proposal. If any replacement part or item of equipment proves defective, Cary Services, Inc. will extend to City of Richland Hills the benefits of any warranty Cary Services, Inc. has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at City of Richland Hills expense and at the rates in effect. **CARY SERVICES, INC. MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. Cary Services, Inc. may invoice on a monthly basis. City of Richland Hills will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Cary Services, Inc. may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. NOTICE: By signing this document, you are agreeing to the payment of a finance charge for amounts that become more than 30 days delinquent. All amounts are due and payable in FULL upon completion of the work and/or receipt of an invoice or statement. After 30 days from the date of any work order, invoice or statement, any unpaid balances will be considered delinquent and shall be subject to a FINANCE CHARGE equal to One and one-half percent (1.50%) of the principal balance owed calculated each month until paid in full which is an ANNUAL PERCENTAGE RATE of interest equal to Eighteen percent (18%).
4. INTENTIONALLY OMITTED.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Cary Services, Inc. rates then in effect) over the sum stated in this Agreement.
6. In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover its attorney's fees and other costs in addition to any other relief to which it may be entitled.
7. INTENTIONALLY OMITTED.
8. Cary Services, Inc. shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Cary Services, Inc. employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.
9. **TO THE FULLEST EXTENT PERMITTED BY LAW, City of Richland Hills SHALL INDEMNIFY AND HOLD HARMLESS CARY SERVICES, INC., ITS AGENT AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF WORK HEREUNDER OR ANY ACT OR OMISSION ARISING OUT OF OR RELATED TO THIS AGREEMENT, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN ACTIVE OR PASSIVE ACT OR OMISSION OF CUSTOMER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY City of Richland Hills, OR ANYONE FOR WHOSE ACTS City of Richland Hills MAY BE LIABLE, REGARDLESS OF WHETHER IT IS CAUSED IN PART BY THE NEGLIGENCE OF CARY SERVICES, INC.. FURTHER, AND NOTWITHSTANDING THE PRECEDING SENTENCE, CARY SERVICES, INC. SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE TO City of Richland Hills FOR ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES RELATED TO MOLD OR TO THE CREATION OF MOLD AT City of Richland Hills LOCATION(S) AND SHALL HAVE NO OBLIGATION TO TREAT, IDENTIFY, OR REMOVE SUCH MOLD.**
10. City of Richland Hills shall make available to Cary Services, Inc. personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Cary Services, Inc. obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Cary Services, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Cary Services, Inc. shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify City of Richland Hills of such substances, wastes and materials.
12. This Agreement is between Cary Services, Inc. and City of Richland Hills alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on City of Richland Hills' behalf, Cary Services, Inc. is not assuming any duty or obligation to any of City of Richland Hills employees, vendors, clients, subcontractors, agents, shareholders, partners or members. **TO THE FULLEST EXTENT PERMITTED BY LAW** City of Richland Hills agrees to indemnify and hold Cary Services, Inc. harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Cary Services, Inc. by reason of a claim brought against Cary Services, Inc. by any of City of Richland Hills' employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Cary Services, Inc. on City of Richland Hills' behalf.
13. Each of the parties hereto is an independent Cary Services, Inc. and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Cary Services, Inc. may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Cary Services, Inc. agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Cary Services, Inc. This Agreement shall be governed by and construed in accordance with the laws of the State where Cary Services, Inc. headquarters are located, without giving effect to that State's conflicts of laws principles.

15. **Forum Selection; Jurisdiction; Venue; Choice of Law.** City of Richland Hills **ACKNOWLEDGES THAT THIS AGREEMENT WAS SUBSTANTIALLY NEGOTIATED IN THE STATE OF TEXAS, THE AGREEMENT WAS SIGNED BY CARY SERVICES, INC., IN THE STATE OF TEXAS AND DELIVERED BY** City of Richland Hills **IN THE STATE OF TEXAS, ALL PAYMENTS WILL BE DELIVERED IN THE STATE OF TEXAS AND THERE ARE SUBSTANTIAL CONTACTS BETWEEN THE PARTIES AND THE TRANSACTIONS CONTEMPLATED HEREIN AND THE STATE OF TEXAS. FOR PURPOSES OF ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT, THE PARTIES HERETO HEREBY EXPRESSELY SUBMIT TO THE JURISDICTION AND VENUE OF ALL FEDERAL AND STATE COURTS LOCATED IN TAYLOR COUNTY TEXAS. FURTHERMORE, City of Richland Hills WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH ACTION, SUIT OR PROCEEDING THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT VENUE OF THE ACTION, SUIT OR PROCEEDING IN TARRANT COUNTY, TEXAS, IS IMPROPER.**

16. INTENTIONALLY OMITTED.

17. INTENTIONALLY OMITTED.

18. City of Richland Hills recognizes that it may come into possession of information relating to the business of Cary Services, Inc., that is not available to the general public or that reasonably or logically may be considered to be confidential or proprietary ("Confidential Information"). City of Richland Hills shall hold confidential and not use (except as necessary to perform its obligations under this Agreement) or disclose and will cause its employees, agents, directors and other representatives (collectively, the "representatives") to hold confidential all confidential information upon Cary Services, Inc.'s request, all such information will be returned to Cary Services, Inc., if in any physical medium.

Notwithstanding the above, Cary Services, Inc. understands that Richland Hills is a municipality and subject to the requirements of the Texas Public Information Act ("the Act"). Prior to any disclosure of Confidential Information under the Act, Richland Hills shall give Cary Services, Inc. prompt written notice of such request, Cary Services, Inc. shall have seven (7) days from the date it receives such notice to provide evidence of a statutory exemption under applicable law sufficient to protect the information or obtain a protective order or equivalent from a court of competent jurisdiction. If Confidential Information is disclosed pursuant to a request under the Act, Richland Hills will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Cary Services, Inc. to timely respond to the notice provided by Richland Hills may result in the disclosure of the requested information pursuant to the Act.

19. City of Richland Hills and Cary Services, Inc., shall be excused for the period of any delay in the performance of any obligations when prevented from so doing by causes beyond their control, including civil commotion, governmental regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God.

20. City of Richland Hills hereby waives any and all existing and future claims and offsets against any payments or other amounts due under this Agreement and agrees to pay such payments and other amounts due regardless of any offset or claim which may be asserted by City of Richland Hills on its behalf, including, but not limited to, claims for repairs, maintenance or warranty.

21. No provisions of this Agreement shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

22. Each party further agrees that it shall take any and all necessary steps, sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this Agreement. Each party shall refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement. This Agreement and any exhibits attached hereto and incorporated herein contain the entire agreement of the parties. There are no representations, inducements, promises, agreements, arrangements, undertakings, oral or written, between the parties other than those expressly set forth in this agreement and duly executed in writing. No amendment of any kind shall be binding upon either party until the same had been made in writing and duly executed by both parties. On execution of this Agreement by all parties, all previous agreements, contracts, arrangements or undertakings of any kind relative to the matters contained in this Agreement are hereby canceled and all claims and demands not contained in this Agreement are deemed fully completed and satisfied.

Memorandum

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

From: Candice Edmondson, City Manager

Date: November 13, 2023

Subject: Insurance Benefits Renewal

Agenda Item:

Consider insurance benefit renewal with United Healthcare for annual group medical insurance and MetLife for annual life, voluntary life and disability insurance and consider new insurance benefits with Guardian for dental and vision insurance for calendar year 2024

Background Information:

Group Medical Insurance

On October 26, 2023, the City received the medical insurance renewal from United Healthcare (UHC) for the plan year beginning January 1, 2024 and bids from Allstate, Blue Cross Blue Shield and Gravia. Our current provider, UHC, presented a 22% increase in premiums to renew our current plans. Allstate and Gravia were not competitive in rates, but Blue Cross Blue Shield (BCBS) did present a competitive bid. With the BCBS rate in mind, staff requested Brinson, our benefits broker, go back to UHC and negotiate a more competitive rate and/or provide alternative plan options.

After renegotiating, UHC provided a renewal of 15% for our current plans and several alternative plans for consideration. After thorough analysis of both the UHC and BCBS plan options, staff selected an alternative plan with UHC.

The alternative plan was a 0.06% decrease compared to our current medical benefits. The alternative plan reduces the number of medical plan options from three (3) to two (2) but offers the lowest increase on monthly premiums. Employees will be able to choose between the Nexus ACO Tiered EPO plan or the Choice Primary Advantage EPO plan. While both plan options are EPOs, United Healthcare has one of the largest provider networks in the country and 97% of employees used in-network providers last year.

As a reminder, the City pays 100% of employee only medical benefits and contributes 50% to dependent medical coverage. Based on our employee census at the time of renewal, the estimated cost to the city for group medical insurance is \$665,819.

Dental, Vision, Basic Life, Voluntary Life and Disability Insurance

On October 26, 2023, the City also received the insurance renewal from MetLife for the plan year beginning January 1, 2024, and bids from BCBS/Dearborn, Cigna, Guardian, Sun Life, UHC and UNUM. MetLife offered a one (1) year renewal with no cost increase. The renewal was packaged with vision, basic life and disability insurance, so the City would be committing to renewing those benefits with MetLife as well.

City employees have experienced some issues with MetLife dental benefits over the past year. Guardian offered a plan with a two (2) year rate guarantee that was a 6.15% decrease compared to the current MetLife plan. It also included a rollover benefit not currently offered by MetLife. After thorough analysis of both the MetLife and Guardian plan options, staff selected the Guardian plan. Vision insurance was bundled with dental insurance under both the MetLife and Guardian options so the City will be changing to Guardian for vision insurance also.

Based on our employee census at the time of renewal, the estimated dental plan cost to the City is \$21,128. The City would continue to offer two (2) dental plans, a DHMO and MAC plan, and pay the employee only portion of the benefit. Employees would pay the premium to enroll their family members. The vision benefit will continue to be a voluntary benefit paid by the employee.

There was no increase to the basic life and disability insurance provided by MetLife so the City will remain with MetLife for those benefits. The estimated cost for basic life and disability coverage is \$22,817. In addition, the City will continue to offer voluntary life insurance through MetLife as an option to employees. This voluntary benefit is in addition to the current basic life insurance coverage offered and paid by the City, and if elected, would be paid 100% by the employee.

Summary

In summary, staff recommends remaining with UHC as the City's group medical insurance provider offering two (2) medical plan options. Staff recommends moving to Guardian for dental insurance coverage offering two (2) dental plan options and vision insurance coverage. In addition, staff recommends the City stay with MetLife as our basic life, voluntary life and disability insurance provider.

Financial Considerations:

Based on employee census at the time of renewal, the total estimated cost to the City for providing the UHC group medical insurance, Guardian dental and MetLife life and disability insurance is \$709,764. This includes paying the employee only portion for medical and dental benefits and contributing 50% towards dependent medical coverage. Vision insurance would continue to be a voluntary benefit paid by the employee.

The FY 2024 Budget includes funding in the amount of \$797,675 for employee insurance benefits, including the 50% contribution towards dependent medical coverage.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Insurance Renewal Plans

Council Action Requested:

Motion to approve insurance benefit renewal with United Healthcare for annual Group Medical Insurance and MetLife for annual Life, Voluntary Life and Disability Insurance and approve new insurance benefits with Guardian for Dental and Vision Insurance for calendar year 2024

CITY OF RICHLAND HILLS / 1.1.2024					CURRENT			RENEWAL - FORCED PLAN CHANGE			RENEWAL - FORCED PLAN CHANGE - NEGOTIATED			
CARRIER					UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	
PRODUCT FAMILY					Premier PROformance	Premier PROformance	Primary Advantage	Premier PROformance	Premier PROformance	Primary Advantage	Premier PROformance	Premier PROformance	Primary Advantage	
PLAN NAME					BM-DP	AX-KT	AN-DI	BM-DP	CZ-WZ	AN-DI	BM-DP	CZ-WZ	AN-DI	
NETWORK					Choice	Choice	Choice Plus	Choice	Choice	Choice Plus	Choice	Choice	Choice Plus	
TYPE					EPO	EPO	PPO	EPO	EPO	PPO	EPO	EPO	PPO	
CALENDAR YEAR OR PLAN YEAR?					Calendar	Calendar	Calendar	Calendar	Calendar	Calendar	Calendar	Calendar	Calendar	
MUST CHOOSE PCP? REFERRAL TO SEE SPECIALIST?					No / No	No / No	No	No / No	No / No	No	No / No	No / No	No	
IN-NETWORK DEDUCTIBLE, COINSURANCE AND OPX														
DEDUCTIBLE INDIVIDUAL / FAMILY					\$6,000 / \$12,000	\$3,000 / \$6,000	\$1,000 / \$2,000	\$6,000 / \$12,000	\$3,000 / \$6,000	\$1,000 / \$2,000	\$6,000 / \$12,000	\$3,000 / \$6,000	\$1,000 / \$2,000	
COINSURANCE					80%	80%	80%	80%	80%	80%	80%	80%	80%	
OUT OF POCKET MAXIMUM (OPX) INDIVIDUAL/FAMILY					\$7,150 / \$14,300	\$7,150 / \$14,300	\$6,500 / \$13,000	\$7,150 / \$14,300	\$7,150 / \$14,300	\$6,500 / \$13,000	\$7,150 / \$14,300	\$7,150 / \$14,300	\$6,500 / \$13,000	
EMBEDDED OR AGGREGATE DEDUCTIBLE					Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	Embedded	
IN-NETWORK COPAYMENTS														
PRIMARY CARE VISIT					\$15 copay DW	\$10 copay DW	\$0 copay DW	\$15 copay DW	\$10 copay DW	\$0 copay DW	\$15 copay DW	\$10 copay DW	\$0 copay DW	
SPECIALIST OFFICE VISIT					\$50 / \$100 copay DW	\$40 / \$80 copay DW	\$100 copay DW	\$50 / \$100 copay DW	\$40 / \$80 copay DW	\$100 copay DW	\$50 / \$100 copay DW	\$40 / \$80 copay DW	\$100 copay DW	
URGENT CARE (FAC / PHY)					\$25 copay DW	\$25 copay DW	\$50 copay DW	\$25 copay DW	\$25 copay DW	\$50 copay DW	\$25 copay DW	\$25 copay DW	\$50 copay DW	
LAB & XRAY					D & C	\$40 copay DW	D & C	D & C	\$40 copay DW	D & C	D & C	\$40 copay DW	D & C	
IMAGING					D & C	\$500 copay DW	D & C	D & C	\$500 copay DW	D & C	D & C	\$500 copay DW	D & C	
COPAYMENTS - UNIQUE ELEMENT					10	10		10	10		10	10		
EMERGENCY ROOM (FAC / PHY)					\$300 copay + D & C	\$300 copay + D & C	\$250 copay + D & C	\$300 copay + D & C	\$300 copay + D & C	\$250 copay + D & C	\$300 copay + D & C	\$300 copay + D & C	\$250 copay + D & C	
INPATIENT (FAC / PHY)					D & C	D & C	D & C	D & C	D & C	D & C	D & C	D & C	D & C	
OUTPATIENT SURGERY (FAC / PHY)					D & C	D & C	D & C	D & C	D & C	D & C	D & C	D & C	D & C	
IN-NETWORK PHARMACY BENEFITS					2V	010Y	010Y	2V	010Y	010Y	2V	010Y	010Y	
RX SUBJECT TO PLAN DEDUCTIBLE / SEPARATE DEDUCTIBLE					No / No	No / No	No / No	No / No	No / No	No / No	No / No	No / No	No / No	
RX TIER 1					\$10	\$10 / \$10	\$10 / \$10	\$10	\$10 / \$10	\$10 / \$10	\$10	\$10 / \$10	\$10 / \$10	
RX TIER 2					\$35	\$35 / \$150	\$35 / \$150	\$35	\$35 / \$150	\$35 / \$150	\$35	\$35 / \$150	\$35 / \$150	
RX TIER 3					\$60	\$70 / \$500	\$70 / \$500	\$60	\$70 / \$500	\$70 / \$500	\$60	\$70 / \$500	\$70 / \$500	
RX TIER 4					No Tier 4	No Tier 4	No Tier 4	No Tier 4	No Tier 4	No Tier 4	No Tier 4	No Tier 4	No Tier 4	
PHARMACY UNIQUE ELEMENT					4	4, 9	4, 9	4	4, 9	4, 9	4	4, 9	4, 9	
OUT OF NETWORK BENEFITS														
DEDUCTIBLE INDIVIDUAL / FAMILY					No Benefit	No Benefit	\$5,000 / \$10,000	No Benefit	No Benefit	\$5,000 / \$10,000	No Benefit	No Benefit	\$5,000 / \$10,000	
COINSURANCE					No Benefit	No Benefit	50%	No Benefit	No Benefit	50%	No Benefit	No Benefit	50%	
OUT OF POCKET MAXIMUM (OPX) INDIVIDUAL/FAMILY					No Benefit	No Benefit	\$10,000 / \$20,000	No Benefit	No Benefit	\$10,000 / \$20,000	No Benefit	No Benefit	\$10,000 / \$20,000	
UNDERWRITING NOTES					2	2		2	2		2	2		
Rates are subject to change and are based on final enrollment														
PREMIUM					CORE	MID	BUY-UP	TOTAL						
EMPLOYEE ONLY					3	22	32	57	\$499.28	\$560.05	\$627.84	\$609.12	\$683.26	\$765.96
EMPLOYEE + SPOUSE					0	1	0	1	\$1,102.11	\$1,236.26	\$1,385.89	\$1,344.57	\$1,508.23	\$1,690.78
EMPLOYEE + CHILDREN					0	7	5	12	\$878.74	\$985.70	\$1,105.00	\$1,072.06	\$1,202.55	\$1,348.09
EMPLOYEE + FAMILY					0	4	5	9	\$1,541.92	\$1,729.60	\$1,938.93	\$1,881.14	\$2,110.11	\$2,365.48
					3	34	42	79				22.00%	22.00%	22.00%
MONTHLY TOTAL									\$64,184					
ANNUAL TOTAL									\$770,208					
CHANGE FROM CURRENT												\$169,442		\$115,536
% CHANGE FROM CURRENT												22.00%		15.00%
Annual Employer Funding														
EE					100%				\$562,905			\$686,742		\$647,345
Dependent					50%				\$103,651			\$126,454		\$119,200
Level Funded PCORI Fee					131				Included			Included		Included
Total									\$666,557			\$813,196		\$766,544
Change from Current												\$146,640		\$99,988
% Change from Current												22.00%		15.00%

CITY OF RICHLAND HILLS / 1.1.2024			CURRENT			RENEWAL - FORCED PLAN CHANGE			RENEWAL - FORCED PLAN CHANGE - NEGOTIATED		
PREMIUM			BM-DP	AX-KT	AN-DI	BM-DP	CZ-WZ	AN-DI	BM-DP	CZ-WZ	AN-DI
EMPLOYEE ONLY			\$499.28	\$560.05	\$627.84	\$609.12	\$683.26	\$765.96	\$574.17	\$644.06	\$722.02
EMPLOYEE + SPOUSE			\$1,102.11	\$1,236.26	\$1,385.89	\$1,344.57	\$1,508.23	\$1,690.78	\$1,267.42	\$1,421.70	\$1,593.78
EMPLOYEE + CHILDREN			\$878.74	\$985.70	\$1,105.00	\$1,072.06	\$1,202.55	\$1,348.09	\$1,010.55	\$1,133.56	\$1,270.76
EMPLOYEE + FAMILY			\$1,541.92	\$1,729.60	\$1,938.93	\$1,881.14	\$2,110.11	\$2,365.48	\$1,773.20	\$1,989.05	\$2,229.78
EMPLOYER CONTRIBUTION- MONTHLY \$											
EMPLOYEE ONLY			\$499.28	\$560.05	\$627.84	\$609.12	\$683.26	\$765.96	\$574.17	\$644.06	\$722.02
EMPLOYEE + SPOUSE			\$800.70	\$898.15	\$1,006.86	\$976.85	\$1,095.75	\$1,228.37	\$920.80	\$1,032.88	\$1,157.90
EMPLOYEE + CHILDREN			\$689.01	\$772.88	\$866.42	\$840.59	\$942.91	\$1,057.03	\$792.36	\$888.81	\$996.39
EMPLOYEE + FAMILY			\$1,020.60	\$1,144.82	\$1,283.39	\$1,245.13	\$1,396.69	\$1,565.72	\$1,173.69	\$1,316.56	\$1,475.90
EMPLOYER CONTRIBUTION- MONTHLY %											
EMPLOYEE ONLY			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
EMPLOYEE + SPOUSE			50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
EMPLOYEE + CHILDREN			50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
EMPLOYEE + FAMILY			50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
	ACA 2024	Lowest Monthly Salary \$12/hour									
SAFE HARBOR(not for commission pay)	8.39%	\$1,560	\$130.88								
EMPLOYEE CONTRIBUTION - MONTHLY											
EMPLOYEE ONLY			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE			\$301.41	\$338.10	\$379.02	\$367.73	\$412.49	\$462.41	\$346.63	\$388.82	\$435.88
EMPLOYEE + CHILDREN			\$189.73	\$212.82	\$238.58	\$231.47	\$259.65	\$291.07	\$218.19	\$244.75	\$274.37
EMPLOYEE + FAMILY			\$521.32	\$584.77	\$655.55	\$636.01	\$713.43	\$799.76	\$599.52	\$672.50	\$753.88
EMPLOYEE CONTRIBUTION - PER PAY PERIOD (26)											
EMPLOYEE ONLY			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE			\$139.11	\$156.05	\$174.93	\$169.72	\$190.38	\$213.42	\$159.98	\$179.46	\$201.18
EMPLOYEE + CHILDREN			\$87.57	\$98.23	\$110.12	\$106.83	\$119.84	\$134.34	\$100.70	\$112.96	\$126.63
EMPLOYEE + FAMILY			\$240.61	\$269.89	\$302.56	\$293.54	\$329.27	\$369.12	\$276.70	\$310.38	\$347.94

CITY OF RICHLAND HILLS / 1.1.2024					CURRENT			ALTERNATE 6- NEGOTIATED	
CARRIER					UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE
PRODUCT FAMILY					Premier PROformance	Premier PROformance	Primary Advantage	NexusACO OA	Primary Advantage EPO
PLAN NAME					BM-DP	AX-KT	AN-DI	CZ-XG	CG-FV
NETWORK					Choice	Choice	Choice Plus	Tier I: Nexus Tier II: Choice Plus	Choice
TYPE					EPO	EPO	PPO	EPO	EPO
CALENDAR YEAR OR PLAN YEAR?					Calendar	Calendar	Calendar	Calendar	Calendar
MUST CHOOSE PCP? REFERRAL TO SEE SPECIALIST?					No / No	No / No	No	Yes / No	No / No
IN-NETWORK DEDUCTIBLE, COINSURANCE AND OPX									
DEDUCTIBLE INDIVIDUAL / FAMILY					\$6,000 / \$12,000	\$3,000 / \$6,000	\$1,000 / \$2,000	\$6,000 / \$12,000	\$3,000 / \$6,000
COINSURANCE					80%	80%	80%	Tier I: 80% Tier II: 60%	70%
OUT OF POCKET MAXIMUM (OPX) INDIVIDUAL/FAMILY					\$7,150 / \$14,300	\$7,150 / \$14,300	\$6,500 / \$13,000	\$8,150 / \$16,300	\$7,950 / \$15,900
EMBEDDED OR AGGREGATE DEDUCTIBLE					Embedded	Embedded	Embedded	Embedded	Embedded
IN-NETWORK COPAYMENTS									
PRIMARY CARE VISIT					\$15 copay DW	\$10 copay DW	\$0 copay DW	Tier I: \$15 copay DW Tier II: \$45 copay DW	\$0 copay DW
SPECIALIST OFFICE VISIT					\$50 / \$100 copay DW	\$40 / \$80 copay DW	\$100 copay DW	Tier I: \$50 copay DW Tier II: \$125 copay DW	\$70 copay DW
URGENT CARE (FAC / PHY)					\$25 copay DW	\$25 copay DW	\$50 copay DW	\$50 copay DW	\$50 copay DW
LAB & XRAY					D & C	\$40 copay DW	D & C	Tier I: 100% DW Tier II: D & C	D & C
IMAGING					D & C	\$500 copay DW	D & C	Tier I: 100% DW Tier II: D & C	D & C
COPAYMENTS - UNIQUE ELEMENT					10	10		10;45	
EMERGENCY ROOM (FAC / PHY)					\$300 copay + D & C	\$300 copay + D & C	\$250 copay + D & C	\$300 copay + D & C	\$250 copay + D & C
INPATIENT (FAC / PHY)					D & C	D & C	D & C	Tier I: D & C Tier II: \$500 copay + D & C	D & C
OUTPATIENT SURGERY (FAC / PHY)					D & C	D & C	D & C	Tier I: D & C Tier II: \$250 copay + D & C	D & C
IN-NETWORK PHARMACY BENEFITS					2Y	010Y	010Y	010Y	010Y
RX SUBJECT TO PLAN DEDUCTIBLE / SEPARATE DEDUCTIBLE					No / No	No / No	No / No	No / No	No / No
RX TIER 1					\$10	\$10 / \$10	\$10 / \$10	\$10 / \$10	\$10 / \$10
RX TIER 2					\$35	\$35 / \$150	\$35 / \$150	\$35 / \$150	\$35 / \$150
RX TIER 3					\$60	\$70 / \$500	\$70 / \$500	\$70 / \$500	\$70 / \$500
RX TIER 4					No Tier 4	No Tier 4	No Tier 4	No Tier 4	No Tier 4
PHARMACY UNIQUE ELEMENT					4	4, 9	4, 9	4, 9	4, 9
OUT OF NETWORK BENEFITS									
DEDUCTIBLE INDIVIDUAL / FAMILY					No Benefit	No Benefit	\$5,000 / \$10,000	No Benefit	No Benefit
COINSURANCE					No Benefit	No Benefit	50%	No Benefit	No Benefit
OUT OF POCKET MAXIMUM (OPX) INDIVIDUAL/FAMILY					No Benefit	No Benefit	\$10,000 / \$20,000	No Benefit	No Benefit
UNDERWRITING NOTES					2	2			
Rates are subject to change and are based on final enrollment									
PREMIUM	CORE	MID	BUY-UP	TOTAL					
EMPLOYEE ONLY	3	22	32	57	\$499.28	\$560.05	\$627.84	\$539.72	\$594.80
EMPLOYEE + SPOUSE	0	1	0	1	\$1,102.11	\$1,236.26	\$1,385.89	\$1,191.38	\$1,312.96
EMPLOYEE + CHILDREN	0	7	5	12	\$878.74	\$985.70	\$1,105.00	\$949.91	\$1,046.86
EMPLOYEE + FAMILY	0	4	5	9	\$1,541.92	\$1,729.60	\$1,938.93	\$1,666.81	\$1,836.91
	3	34	42	79					
MONTHLY TOTAL					\$64,184			\$64,146	
ANNUAL TOTAL					\$770,208			\$769,750	
CHANGE FROM CURRENT								-\$458	
% CHANGE FROM CURRENT								-0.06%	
Annual Employer Funding									
EE				100%	\$562,905			\$561,888	
Dependent				50%	\$103,651			\$103,931	
Level Funded PCORI Fee				131	Included			Included	
Total					\$666,557			\$665,819	
Change from Current								-\$738	
% Change from Current								-0.11%	

CITY OF RICHLAND HILLS / 1.1.2024			CURRENT			ALTERNATE 6 - NEGOTIATED	
PREMIUM			BMI-DP	AX-KT	AN-DI	CZ-XG	CG-FV
EMPLOYEE ONLY			\$499.28	\$560.05	\$627.84	\$539.72	\$594.80
EMPLOYEE + SPOUSE			\$1,102.11	\$1,236.26	\$1,385.89	\$1,191.38	\$1,312.96
EMPLOYEE + CHILDREN			\$878.74	\$985.70	\$1,105.00	\$949.91	\$1,046.86
EMPLOYEE + FAMILY			\$1,541.92	\$1,729.60	\$1,938.93	\$1,666.81	\$1,836.91
EMPLOYER CONTRIBUTION- MONTHLY \$							
EMPLOYEE ONLY			\$499.28	\$560.05	\$627.84	\$539.72	\$594.80
EMPLOYEE + SPOUSE			\$800.70	\$898.15	\$1,006.86	\$865.55	\$953.88
EMPLOYEE + CHILDREN			\$689.01	\$772.88	\$866.42	\$744.82	\$820.83
EMPLOYEE + FAMILY			\$1,020.60	\$1,144.82	\$1,283.39	\$1,103.27	\$1,215.86
EMPLOYER CONTRIBUTION- MONTHLY %							
EMPLOYEE ONLY			100.00%	100.00%	100.00%	100.00%	100.00%
EMPLOYEE + SPOUSE			50.00%	50.00%	50.00%	50.00%	50.00%
EMPLOYEE + CHILDREN			50.00%	50.00%	50.00%	50.00%	50.00%
EMPLOYEE + FAMILY			50.00%	50.00%	50.00%	50.00%	50.00%
	ACA	Lowest Monthly Salary					
	2024	\$12/hour					
SAFE HARBOR(not for commission pay)	8.39%	\$1,560	\$130.88				
EMPLOYEE CONTRIBUTION - MONTHLY							
EMPLOYEE ONLY			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE			\$301.41	\$338.10	\$379.02	\$325.83	\$359.08
EMPLOYEE + CHILDREN			\$189.73	\$212.82	\$238.58	\$205.10	\$226.03
EMPLOYEE + FAMILY			\$521.32	\$584.77	\$655.55	\$563.55	\$621.06
EMPLOYEE CONTRIBUTION - PER PAY PERIOD (26)							
EMPLOYEE ONLY			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE			\$139.11	\$156.05	\$174.93	\$150.38	\$165.73
EMPLOYEE + CHILDREN			\$87.57	\$98.23	\$110.12	\$94.66	\$104.32
EMPLOYEE + FAMILY			\$240.61	\$269.89	\$302.56	\$260.10	\$286.64

CITY OF RICHLAND HILLS / 1.1.2024	CURRENT			ALTERNATE 6 - NEGOTIATED	
CARRIER	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE	UNITED HEALTHCARE
PRODUCT FAMILY	Premier PROformance	Premier PROformance	Primary Advantage	NexusACO OA	Primary Advantage EPO
PLAN NAME	BM-DP	AX-KT	AN-DI	CZ-XG	CG-FV
NETWORK	Choice	Choice	Choice Plus	Tier I: Nexus	Choice
				Tier II: Choice Plus	
TYPE	EPO	EPO	PPO	EPO	EPO
CALENDAR YEAR OR PLAN YEAR?	Calendar	Calendar	Calendar	Calendar	Calendar
MUST CHOOSE PCP? REFERRAL TO SEE SPECIALIST?	No / No	No / No	No	Yes / No	No / No
IN-NETWORK DEDUCTIBLE, COINSURANCE AND OPX					
DEDUCTIBLE INDIVIDUAL / FAMILY	\$6,000 / \$12,000	\$3,000 / \$6,000	\$1,000 / \$2,000	\$6,000 / \$12,000	\$3,000 / \$6,000
COINSURANCE	80%	80%	80%	Tier I: 80%	70%
				Tier II: 60%	

FOOTNOTES

UNIQUE COPAY ELEMENT

UHC / UHC Level Funded

10 PCP under age 19 - \$0 copay

UNIQUE PHARMACY ELEMENT

UHC / UHC Level Funded

4 Mandatory Generic

9 Advanced Specialty Meds Cost Share PDL - NO CVS Pharmacy. Walgreens is primary pharmacy. Non-Specialty Rx / Preferred Specialty R

Rates are subject to change and are based on final enrollment									
CITY OF RICHLAND HILLS / 1.1.2024									
Carrier				CURRENT		RENEWAL		PROPOSED 2	
Website				MetLife		MetLife		Guardian	
				www.metlife.com		www.metlife.com		guardianlife.com	
Network				SafeGuard MetLife PPO		SafeGuard MetLife PPO		Managed Dental Guard	
								Dental Guard	
Type of Plan				DHMO	MAC	DHMO	MAC	DHMO	MAC
Plan Name				SGX245-TX	None	SGX245-TX	None	N400	VZ
Copay				\$5	None	\$5	None	\$5	None
Deductible				None	\$50	None	\$50	None	\$50
Waived for Preventive?				Fee Schedule	Yes	Fee Schedule	Yes	Fee Schedule	Yes
Preventive Care				Fee Schedule	100%	Fee Schedule	100%	Fee Schedule	100%
Basic Care				Fee Schedule	80%	Fee Schedule	80%	Fee Schedule	80%
Basic Waiting Period				None	None	None	None	None	None
Periodontics in Basic / Major?				Fee Schedule	Major	Fee Schedule	Major	Fee Schedule	Major
Endodontics in Basic / Major?				Fee Schedule	Major	Fee Schedule	Major	Fee Schedule	Major
Major Care				Fee Schedule	50%	Fee Schedule	50%	Fee Schedule	50%
Major Waiting Period Initial / New Hire				None	None	None	None	None	None
Annual Maximums				Unlimited	\$1,500	Unlimited	\$1,500	Unlimited	\$1,500
Maximum Rollover				None	None	None	None	None	\$350
Rollover Threshold				N/A	N/A	N/A	N/A	N/A	\$700
Rollover Account Maximum				N/A	N/A	N/A	N/A	N/A	\$1,250
Orthodontia				Fee Schedule	50%	Fee Schedule	50%	Fee Schedule	50%
Orthodontia Maximum				Fee Schedule	\$1,000	Fee Schedule	\$1,000	Child: \$1,895; Age 18+: \$2,195	\$1,000
Orthodontia Waiting Period				None	None	None	None	None	None
Adult Orthodontia?				Included	Not Covered	Included	Not Covered	Not Covered	Not Covered
Implants				Included	Included	Included	Included	Not Covered	Included
Out of Network Reimbursement				Fee Schedule	Fee Schedule	Fee Schedule	Fee Schedule	Fee schedule	Fee Schedule
UCR Data Source				N/A	MetLife	N/A	MetLife	FairHealth	FairHealth
Preventive Care Applies to Max				Yes	Yes	Yes	Yes	Yes	Yes
Annual Open Enrollment				Yes	Yes	Yes	Yes	Yes	Yes
								Plan available to members in CA, CO, FL, IL, IN, MI, MO, NY, NJ, OH, TX	
PREMIUM				CENSUS					
				DHMO	PPO	TOTAL			
Employee				8	45	53	\$18.65	\$25.25	\$14.95 \$24.24
Employee + Spouse				1	1	2	\$35.46	\$51.06	\$29.93 \$49.02
Employee + Child(ren)				1	5	6	\$37.34	\$58.61	\$31.47 \$56.27
Employee + Family				4	13	17	\$57.86	\$90.20	\$46.88 \$86.59
Total				14	64	78		0.00% 0.00%	-18.73% -4.00%
Monthly Total						\$3,106		\$3,106	\$2,915
Annual Total						\$37,277		\$37,277	\$34,984
Change from Current								\$0	(\$2,292)
% Change from Current								0.00%	-6.15%
Annual Employer Funding									
EE Contribution						100%	\$22,525	\$22,525	\$21,128
Dependent Contribution						0%	\$0	\$0	\$0
Annual Employer Premium							\$22,525	\$22,525	\$21,128
Change from Current								\$0	(\$1,397)
% Change from Current								0.00%	-6.20%
Rate Guarantee							1 year		2 years
Contingencies / Packaging							Packaged w/ Vision, Basic Life, LTD		Packaged with Vision

CITY OF RICHLAND HILLS / 1.1.2024	CURRENT		RENEWAL		PROPOSED 2	
PREMIUM	MetLife		MetLife		Guardian	
PLAN NAME	SGX245-TX	None	SGX245-TX	None	N400	VZ
EMPLOYEE ONLY	\$18.65	\$25.25	\$18.65	\$25.25	\$14.95	\$24.24
EMPLOYEE + SPOUSE	\$35.46	\$51.06	\$35.46	\$51.06	\$29.93	\$49.02
EMPLOYEE + CHILDREN	\$37.34	\$58.61	\$37.34	\$58.61	\$31.47	\$56.27
EMPLOYEE + FAMILY	\$57.86	\$90.20	\$57.86	\$90.20	\$46.88	\$86.59
EMPLOYER CONTRIBUTION- MONTHLY \$						
EMPLOYEE ONLY	\$18.65	\$25.25	\$18.65	\$25.25	\$14.95	\$24.24
EMPLOYEE + SPOUSE	\$18.65	\$25.25	\$18.65	\$25.25	\$14.95	\$24.24
EMPLOYEE + CHILDREN	\$18.65	\$25.25	\$18.65	\$25.25	\$14.95	\$24.24
EMPLOYEE + FAMILY	\$18.65	\$25.25	\$18.65	\$25.25	\$14.95	\$24.24
EMPLOYER CONTRIBUTION- MONTHLY %						
EMPLOYEE ONLY	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
EMPLOYEE + SPOUSE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
EMPLOYEE + CHILDREN	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
EMPLOYEE + FAMILY	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
EMPLOYEE CONTRIBUTION - MONTHLY						
EMPLOYEE ONLY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE	\$16.81	\$25.81	\$16.81	\$25.81	\$14.98	\$24.78
EMPLOYEE + CHILDREN	\$18.69	\$33.36	\$18.69	\$33.36	\$16.52	\$32.03
EMPLOYEE + FAMILY	\$39.21	\$64.95	\$39.21	\$64.95	\$31.93	\$62.35
EMPLOYEE CONTRIBUTION - PER PAY PERIOD (26)						
EMPLOYEE ONLY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMPLOYEE + SPOUSE	\$7.76	\$11.91	\$7.76	\$11.91	\$6.91	\$11.44
EMPLOYEE + CHILDREN	\$8.63	\$15.40	\$8.63	\$15.40	\$7.62	\$14.78
EMPLOYEE + FAMILY	\$18.10	\$29.98	\$18.10	\$29.98	\$14.74	\$28.78

**deductions are subject to change and Brinson is not held liable for those adjustments

Rates are subject to change and are based on final enrollment		
CITY OF RICHLAND HILLS / 1.1.2024	CURRENT - RENEWS 2025	PROPOSED 2
Carrier	MetLife	Guardian
Website	www.metlife.com	guardianlife.com
Network	VSP Choice	VSP - Choice
Plan Name	M130D 10/25	Full Feature - B
Frequencies	12/12/12/24	12/12/12/24
Exam/Lenses/Contacts/Frames		
Eye Exam Benefit (In/Out)	\$10 / Reimb up to \$45	\$10 / Reimb up to \$39
Lenses -Single (In/Out)	\$25 / Reimb up to \$30	\$25 / Reimb up to \$23
Lenses - Bifocal (In/Out)	\$25 / Reimb up to \$50	\$25 / Reimb up to \$37
Lenses - Trifocal (In/Out)	\$25 / Reimb up to \$65	\$25 / Reimb up to \$49
Lenses - Lenticular (In/Out)	\$25 / Reimb up to \$100	\$25 / Reimb up to \$64
Contacts - Medically Nec. (In/Out)	\$25 / Reimb up to \$210	\$25 / Reimb up to \$210
Contacts - Elective (In/Out)	\$130 Allowance / Reimb up to \$105	\$130 Allowance / Reimb up to \$100
Frames Benefit (In/Out)		
	\$130 Allowance + 20% off balance / Reimb up to \$70	\$25; \$130 allowance +20% off balance / Reimb up to \$46
Network Providers	VSP Providers + Additional MetLife Providers. Costco, Walmart and Sam's Club. Allowance may differ at Costco, Sam's Club and Walmart, but is of equivalent value.	Private Practice*, Visionworks*, Switalski Eye Care*, MyEyeDr, Pearle Vision, Texas State Optical (TSO), Walmart Vision Center, Sam's Club, Costco, SVS Vision, Cohen's Fashion Optical, RX Optical, eyeconic.com* *Benefits go further at certain Preferred (Premier Edge) Providers at no extra cost to members. Costco, Sam's Club, Walmart allowance is wholesale equivalent.
PREMIUM		CENSUS
EMPLOYEE ONLY	41	\$8.04
EMPLOYEE + SPOUSE	3	\$16.11
EMPLOYEE + CHILDREN	3	\$13.64
EMPLOYEE + FAMILY	11	\$22.50
	58	
MONTHLY TOTAL	\$666	\$607
ANNUAL TOTAL	\$7,997	\$7,279
CHANGE FROM CURRENT		-\$718
% CHANGE FROM CURRENT		-8.98%
Participation Requirement		72%
Rate Guarantee		2 years
Contingencies / Packaging	Packaged w/ Dental, Basic Life, LTD	Packaged with Dental

CITY OF RICHLAND HILLS / 1.1.2024	CURRENT - RENEWS 2025	PROPOSED 2
PREMIUM	MetLife	Guardian
EMPLOYEE ONLY	\$8.04	\$7.05
EMPLOYEE + SPOUSE	\$16.11	\$13.34
EMPLOYEE + CHILDREN	\$13.64	\$13.59
EMPLOYEE + FAMILY	\$22.50	\$21.52
EMPLOYER CONTRIBUTION- MONTHLY \$		
EMPLOYEE ONLY	\$0.00	\$0.00
EMPLOYEE + SPOUSE	\$0.00	\$0.00
EMPLOYEE + CHILDREN	\$0.00	\$0.00
EMPLOYEE + FAMILY	\$0.00	\$0.00
EMPLOYER CONTRIBUTION- MONTHLY %		
EMPLOYEE ONLY	0.00%	0.00%
EMPLOYEE + SPOUSE	0.00%	0.00%
EMPLOYEE + CHILDREN	0.00%	0.00%
EMPLOYEE + FAMILY	0.00%	0.00%
EMPLOYEE CONTRIBUTION - MONTHLY		
EMPLOYEE ONLY	\$8.04	\$7.05
EMPLOYEE + SPOUSE	\$16.11	\$13.34
EMPLOYEE + CHILDREN	\$13.64	\$13.59
EMPLOYEE + FAMILY	\$22.50	\$21.52
EMPLOYEE CONTRIBUTION - PER PAY PERIOD (26)		
EMPLOYEE ONLY	\$3.71	\$3.25
EMPLOYEE + SPOUSE	\$7.44	\$6.16
EMPLOYEE + CHILDREN	\$6.30	\$6.27
EMPLOYEE + FAMILY	\$10.38	\$9.93

**deductions are subject to change and Brinson is not held liable for those adjustments



Rates are subject to change and are based on final enrollment

CITY OF RICHLAND HILLS / 1.1.2024	CURRENT	RENEWAL
Class 1: All eligible excluding: Public Safety Officers - 40		
Class 2: Public Safety Officers - 41		
Carrier	MetLife	MetLife
Life and AD&D	Class 1: \$30,000 Class 2: \$90,000	Class 1: \$30,000 Class 2: \$90,000
Guarantee Issue	Class 1: \$30,000 Class 2: \$90,000	Class 1: \$30,000 Class 2: \$90,000
Benefit Reduction	35% age 65 50% age 70 Term at retirement	35% age 65 50% age 70 Term at retirement
Conversion/Portability	Yes / No	Yes / No
Accelerated Life Benefit	80% of Benefit	80% of Benefit
PREMIUM		
Covered Employees	81	81
Volume	\$4,830,000	\$4,830,000
Life Rate	\$0.134	\$0.134
AD&D Rate	\$0.033	\$0.033
Monthly Premium	\$807	\$807
Annual Premium	\$9,679	\$9,679
Change from Current		\$0
% Change from Current		0.00%
Rate Guarantee		Packaged with
Contingencies / Packaging		Voluntary Life & LTD

Rates are subject to change and are based on final enrollment

CITY OF RICHLAND HILLS / 1.1.2024		CURRENT - RENEWS 2025	
Carrier		MetLife	
Employee Increments of		\$10,000	
Employee Maximum		5x Salary to \$500,000	
Employee Guarantee Issue		\$100,000	
Spouse			
Spouse Increments of		\$5,000	
Spouse Maximum		50% of EE Benefit to \$100,000	
Spouse Guarantee Issue		\$25,000	
Child(ren)			
Birth to 14 Days Maximum		\$0	
15 Days to 6 Months Maximum		\$1,000	
6 Months to 26 Years Maximum		100% of EE Benefit not to exceed the Spouse benefit in options of \$1,000, \$2,000, \$4,000, \$5,000 or	
Age Reduction		None	
Conversion/Portability		Yes/Yes	
Living Benefit Maximum		80% of Benefit	
AD&D Mandatory/Add-On/Standalone		Mandatory	
Dependent AD&D included		Yes	
Annual Open Enrollment		Annual increase option EOI required for late enrollees	
Covered Employees: 45			
PREMIUM			
Age Banded rates / \$1,000		Employee	Spouse
		16-19	\$0.080
		20-24	\$0.080
		25-29	\$0.080
		30-34	\$0.107
		35-39	\$0.132
		40-44	\$0.174
		45-49	\$0.240
		50-54	\$0.449
		55-59	\$0.757
		60-64	\$1.143
		65-69	\$1.840
		70-74	\$3.483
		75-79	\$3.483
		80-84	\$3.483
		85-89	\$3.483
		90-93	\$3.483
		95+	\$3.483
Child Cost		\$0.240	
Vol AD&D Rates per \$1,000		EE/SP \$0.021 / CH \$0.051	
Contingencies / Packaging		Packaged with Basic Life & LTD	

Rates are subject to change and are based on final enrollment

CITY OF RICHLAND HILLS / 1.1.2024	CURRENT	RENEWAL
Carrier	MetLife	MetLife
Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Minimum Monthly Benefit	\$100	\$100
Guarantee Issue		
Benefits taxed or tax free	Taxed	Taxed
Elimination Period	180 days	180 days
Maximum Benefit Duration	SSNRA / to age 65	SSNRA / to age 65
Residual	Zero Day	Zero Day
Definition of Disability (3 parts)		
Loss of: (And/Or)	Inability to Earn	Inability to Earn
Own Occ/Any Occ/Own Specialty	24 months Own Occ / Any	24 months Own Occ / Any
% of Income lost	Occupation	Occupation
Definition of Earnings	40%	40%
Preexisting Condition limit	Salary	Salary
	3/12	3/12
Mental Illness/Drug & Alcohol limit	24/24	24/24
Per Lifetime or Per Occurrence	Lifetime	Lifetime
Combined or separate	Separate	Separate
Self Reported limit	24 months	24 months
Rehab Benefit	Mandatory	Mandatory
Return to work offset	50% direct	50% direct
PREMIUM		
Covered Employees	81	74
Volume	\$427,657	\$427,657
Rate/\$100	\$0.256	\$0.256
Monthly Premium	\$1,095	\$1,095
Annual Premium	\$13,138	\$13,138
Change from Current		\$0
% Change from Current		0.00%
Rate Guarantee		Packaged with Basic Life &
Contingencies / Packaging		Voluntary Life

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: November 13, 2023

Subject: Teen Court Advisory Board Appointment

Agenda Item:

Accept resignation of Judge Wendy Cooper from the Teen Court Advisory Board and consider appointment of Judge Bonnie Wolf to the Teen Court Advisory Board

Background Information:

The City of Richland Hills is a member of the Northeast Tarrant Teen Court (NETTC) along with the cities of North Richland Hills and Watauga. Richland Hills dissolved the City's Teen Court Advisory Board in October 2013 and joined the regional Teen Court program administered through North Richland Hills. An Interlocal Agreement to formally join the NETTC was entered into on October 1, 2017, and part of the Agreement requires Richland Hills to provide a Teen Court Board Member and Teen Court Judge to serve.

Judge Wendy Cooper has served as a Teen Court Advisory Board Member and Teen Court Judge continually since June 14, 2005, first as a member of the Richland Hills Teen Court Advisory Board and later for the Northeast Tarrant Teen Court as the City's representative. Judge Cooper submitted her letter of resignation on August 31, 2023.

Judge Bonnie Wolf has agreed to serve on the Northeast Tarrant Teen Court Board as the City's representative and Teen Court Judge.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Judge Cooper resignation letter

Council Action Requested:

Motion to accept the resignation of Judge Wendy Cooper from the Teen Court Advisory Board and appointment Judge Bonnie Wolf to the Teen Court Advisory Board

Wendy Cooper
7201 Brooks Ave.
Richland Hills, Texas 76118

August 31, 2023

City of Richland Hills
City Council
3200 Diana Dr.
Richland Hills, Texas 76118

Re: Teen Court Board Resignation

To the City of Richland Hills City Council:

Please accept my resignation as the City of Richland Hills ("the City") representative on the Northeast Tarrant County Teen Court Board. I have served the City for the past fifteen years as a Teen Court Board Member starting with the City's Teen Court Board and then moving to the Northeast Tarrant County Teen Court Board as the City's representative. I have thoroughly enjoyed this opportunity to serve the City. Unfortunately, due to an increasingly busy work and family schedule, it has become more difficult to serve the City in this capacity. I have decided it is time to step down and let someone else serve in this position.

I appreciate you allowing me to serve in this position and look forward to serving the city in the future at a more appropriate time. Thank you for everything you do to enrich our community.

Sincerely,



Wendy Cooper

Memorandum

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

From: Candice Edmondson, City Manager

Date: November 13, 2023

Subject: Trailer Parking

Agenda Item:

Trailer parking on public streets

Background Information:

This item was added to the agenda at the request of Councilmember Knowlton and Councilmember Bledsoe. The Councilmembers are concerned about trailers parking on public streets and would like to review current regulations and discuss possible ordinance revisions with the other City Councilmembers.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Discussion Item Only