

**RICHLAND HILLS CITY COUNCIL  
REGULAR MEETING AGENDA  
APRIL 7, 2025  
CITY HALL, 3200 DIANA DRIVE**

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

**CITY COUNCIL WORK SESSION – 6:30 PM**

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.**
  1. Section 551.072: Deliberation regarding real property  
2721 Handley Ederville Road, Richland Hills, TX  
7056 Dover Lane, Richland Hills, TX
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.

**CITY COUNCIL REGULAR SESSION – 7:00 PM**

**CALL TO ORDER**

**INVOCATION AND PLEDGES OF ALLEGIANCE**

**1. PRESENTATIONS**

- A. Animal Control Appreciation Week Proclamation
- B. National Library Worker Day Proclamation
- C. National Crime Victims Rights Week Proclamation
- D. Telecommunicator Appreciation Week Proclamation
- E. Citizen Appearances/Public Comments

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. Citizens will have three (3) minutes to address City Council. 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 March 22, 2024 City Council Budget Workshop and the March 24, 2025 City Council Regular Meeting
- B. Approve an update to the Authorized Representatives at the Federal Reserve Bank for City deposits at JP Morgan Chase Bank, N.A.
- C. Approve Resolution 611-25 authorizing the change of Authorized Representatives for the Texas Local Government Investment Pool (TexPool)
- D. Approve Resolution 612-25 authorizing the change of Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR)

## **3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS**

- A. Consider Ordinance 1522-25 a Specific Use Permit (2025-0231) to permit a “Fortune Teller/Psychic” use for the property described as Lot 7, Block 2, William Addition, Richland Hills, Texas, otherwise known as 7410 Boulevard 26 (Suite 103), Richland Hills, Texas 76118. **PUBLIC HEARING**
- B. Consider Ordinance 1523-25 a Planned Development (2025-0226) with a base zoning of LC, Light Commercial allowing for a “Manufacturing, Light” use with an outside storage element for the property described as Lot 13R, Block H, Richland Hills Addition, otherwise known as 6525 Baker Blvd, Richland Hills, Texas 76118. **PUBLIC HEARING**
- C. Consider Ordinance 1524-25 amending Ordinance 1463-22 to increase the maximum number of food trucks permitted on the City Market property described as Popplewell, S Survey, Abstract 1241, Tract 2J, otherwise known as 7206 Latham Drive, Richland Hills, Texas 76118. **PUBLIC HEARING**

## **4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS**

- A. None

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

- A. Consider award of bid for the Series 2023 Certificates of Obligation Street Reconstruction Projects to Reliable Paving, Inc. in the amount of \$3,203,201
- B. Consider Emergency Medical Services (EMS) Interlocal Agreement between the City of Fort Worth and the City of Richland Hills and authorize City Manager to sign agreement

## **6. OTHER ITEMS FOR CONSIDERATION**

- A. Consider replacement of concrete curb, gutter and driveway connections for the Oak Park Drive street reconstruction project by Reliable Paving, Inc. in the amount of \$224,714 utilizing the street, curb and gutter repair unit price contract

## **7. REPORTS & DISCUSSIONS**

- A. None

## **8. COMMUNITY INTEREST ITEMS**

This is a standing item on the agenda of every regular meeting of the City Council. (The Texas Open Meetings Act effective September 1, 2009, provides that “*a quorum of the city council may receive from municipal staff, and a member of the governing body may make, a report regarding items of community interest during a council meeting without having given notice of the subject of the report, provided no action is taken or discussed.*” The Open Meetings Act does not allow Council to discuss an item concerning pending City Council business unless it is specifically, appropriately posted on the agenda.) An “item of community interest” includes the following:

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

## **9. EXECUTIVE SESSION**

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

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

## 10. ADJOURNMENT

### CERTIFICATE

I hereby certify that the above agenda was posted on this the 3<sup>rd</sup> day of April 2025 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) 616-3811 and reasonable accommodations will be made to assist you.

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: April 7, 2025

Subject: Presentation of Animal Control Appreciation Week Proclamation

---

## **Agenda Item:**

Presentation of Animal Control Appreciation Week Proclamation

## **Background Information:**

In recognition of “Animal Control Appreciation Week”, Mayor Bergthold will present a Proclamation to Community Compliance Manager Kay Fisk.

## **Financial Considerations:**

N/A

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

Animal Control Appreciation Week Proclamation

## **Council Action Requested:**

Presentation of Animal Control Appreciation Week Proclamation

# Proclamation



**WHEREAS**, the National Animal Care & Control Association has designated the second week of April each year as National Animal Control Officer Appreciation Week; and

**WHEREAS**, Animal Control Officers are dedicated to helping pets and people in the community every day; and

**WHEREAS**, every day, Animal Control Officers put themselves in potentially dangerous situations by protecting people from dangerous animals and seek justice in cases of abused, neglected and abandoned animals by conducting humane investigations and protect the welfare of helpless animals and pets from injury, disease, and starvation; and

**WHEREAS**, Animal Control Officers provide the essential functions of enforcing State Laws pertaining to animal care along with City Animal Regulations, and protecting the public from diseases such as rabies, and educating the public on the proper care of our community's pets; and

**WHEREAS**, Richland Hills recognizes the Animal Control Officers for the many dedicated and long hours of service they perform in providing the highest and most efficient level of customer service to the residents of our community.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Curtis Bergthold, Mayor of the City of Richland Hills, Texas do hereby proclaim April 13 – 19, 2025 as:

## ***NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK***

in Richland Hills, Texas and encourage all citizens to join us in expressing their sincere appreciation for the service and dedication of our Animal Control Officers.

---

Mayor Curtis Bergthold  
City of Richland Hills

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: April 7, 2025

Subject: Presentation of National Library Worker Day Proclamation

---

## **Agenda Item:**

Presentation of National Library Worker Day Proclamation

## **Background Information:**

In recognition of “National Library Worker Day” on Tuesday, April 8, 2025, Mayor Bergthold will present a Proclamation to Richland Hills Library Director, Chantele Hancock.

National Library Worker Day is a day for library staff, users, administrators, and Friends groups to recognize the valuable contributions made by all library workers.

## **Financial Considerations:**

N/A

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

National Library Worker Day Proclamation

## **Council Action Requested:**

Presentation of National Library Worker Day Proclamation

# Proclamation



**WHEREAS**, libraries of all types—including academic, public, school, government, and specialized libraries—play a vital role in fostering literacy, lifelong learning, and community engagement for people of all ages, backgrounds, and socioeconomic statuses; and

**WHEREAS**, library workers are dedicated professionals who create welcoming, inclusive spaces where knowledge is accessible to all, treating every patron with dignity, respect, and a commitment to service; and

**WHEREAS**, librarians and library staff connect individuals with a world of information, offering expert guidance, digital literacy training, and critical access to books, technology, and research materials in person and online; and

**WHEREAS**, recruiting and retaining passionate library workers is crucial to maintaining the vitality and sustainability of library services in an evolving information landscape; and

**WHEREAS**, libraries, library workers, and library advocates across the nation are joining together to celebrate National Library Workers Day, an initiative of the American Library Association-Allied Professional Association (ALA-APA), to highlight the dedication and contributions of library professionals.

**NOW THEREFORE BE IT RESOLVED**, that I, Curtis Berthold, Mayor of the City of Richland Hills, do hereby proclaim Tuesday, April 8, 2025 as

## ***National Library Workers Day***

and encourage all residents to recognize the efforts of library workers, take advantage of the invaluable resources offered by libraries, and express their appreciation for the essential role libraries and their staff play in enriching our communities and our nation.

---

Mayor Curtis Berthold  
City of Richland Hills

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: April 7, 2025

Subject: Presentation of National Crime Victims' Rights Week Proclamation

---

## **Agenda Item:**

Presentation of National Crime Victims' Rights Week Proclamation

## **Background Information:**

In recognition of "National Crime Victims' Rights Week", Mayor Bergthold will present a Proclamation to Victim Assistance Coordinator Teresa Koontz and Victim Assistance Specialist Dennise Espeleta who serve the partner cities of Haltom City, North Richland Hills, Richland Hills and Watauga.

National Crime Victims' Rights Week (NCVRW) will be commemorated April 6 – 12, 2025. The 2025 theme of KINSHIP is a call to action to recognize that shared humanity should be at the center of supporting all survivors and victims of crime. KINSHIP is a state of being with survivors that drives vital connections to services, rights, and healing. KINSHIP is where victim advocacy begins.

## **Financial Considerations:**

N/A

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

National Crime Victims' Rights Week Proclamation

## **Council Action Requested:**

Presentation of National Crime Victims' Rights Week Proclamation

# Proclamation



**WHEREAS**, the term “victim” is more than just a label and has legal standing and protections that go along with it; and

**WHEREAS**, crime victims’ rights acts passed here in Texas and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process; and

**WHEREAS**, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights; and

**WHEREAS**, survivors’ lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice; and

**WHEREAS**, the City of Richland Hills is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Curtis Bergthold, Mayor of the City of Richland Hills, Texas do hereby proclaim April 6 – 12, 2025 as:

## ***CRIME VICTIMS’ RIGHTS WEEK***

In the City of Richland Hills and encourage all citizens to join me in this observance.

---

Mayor Curtis Bergthold  
City of Richland Hills

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: April 7, 2025

Subject: Presentation of Telecommunicator Appreciation Week Proclamation

---

## **Agenda Item:**

Presentation of Telecommunicator Appreciation Week Proclamation

## **Background Information:**

In recognition of "Telecommunicator Appreciation Week", Mayor Bergthold will present a Proclamation to Dispatchers Diane Skaggs, Chelsea Duncan and Rianna Reynolds.

Diane Skaggs began her career in dispatch 18 years ago. Diane holds a Master Telecommunicator certification. She serves as Communications Training Officer and member of the CISM (Critical Incident Stress Management) team. She is an active participant in public education. Diane has been the recipient of the Life Saving Award. Her favorite aspect of dispatching: "The ability to be there for someone in the worst time of their life, to be the voice of reason when the other person believes there is no reason to be had. It does not work for everyone, but to know that we have that ability and time, is satisfying and keeps me coming back to work." Fun fact: Diane drove herself from New Mexico to Washington for travel school at the age of 18, using a paper map and an Atlas, because GPS and cell phones weren't in existence yet. She describes this as "quite the adventure."

Chelsea Duncan began her career in dispatch 4 years ago. Chelsea holds an Intermediate Telecommunicator certification. She is a certified TCOLE instructor and APCO Emergency Medical Dispatch Instructor. She received the Stork Award in May of 2023. Her favorite aspects of being a dispatcher: "Playing a role in keeping the 4 communities we serve safe and being the empathetic ear for callers going through tough times, reminding them they're not alone." Fun fact: Chelsea has been known to plan impromptu trips down to Padre Island to watch hatchling sea turtle releases.

Rianna Reynolds began her career in dispatch in August of 2024; she is one of our newest members but has successfully completed the training program. Rianna has quickly established herself as a valuable teammate. Rianna holds a Basic Telecommunicator certification and has been an active participant in public education. She is eager to help her teammates with a positive attitude. Her favorite aspect of dispatching: "Being able to be the calm in the chaos...for the most part." Fun fact: Rianna is no stranger to stressful

situations and has an adventurous spirit, having once jumped out of a helicopter. Relax, she was skydiving!

**Financial Considerations:**

N/A

**Legal Review:**

N/A

**Board/Citizen Input:**

N/A

**Attachments:**

Telecommunicator Appreciation Week Proclamation

**Council Action Requested:**

Presentation of Telecommunicator Appreciation Week Proclamation

# Proclamation



**WHEREAS**, in an emergency, most Americans depend on 9–1–1 and each day, more than half a million public safety communicators answer desperate calls for help, responding with services that save the lives and property of American citizens in need of assistance; and

**WHEREAS**, Congress and the President of the United States have established the second week of April as National Telecommunicators Week; and

**WHEREAS**, when an emergency occurs, these dedicated men and women are more than anonymous voices on the telephone line, they are local police, fire, and medical professionals who use public safety telecommunications to quickly respond to emergency calls; and

**WHEREAS**, the work of these “unseen first responders” is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation; and

**WHEREAS**, Richland Hills wishes to show its appreciation and recognize that our health, safety, and well-being are often dependent on the commitment and steadfast devotion of public safety telecommunicators.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Curtis Bergthold Mayor of the City of Richland Hills, Texas do hereby proclaim April 13 – 19, 2025 as:

## ***NATIONAL TELECOMMUNICATORS APPRECIATION WEEK***

in Richland Hills, Texas and encourage all citizens to join us in expressing their sincere appreciation for the service and dedication of our Telecommunicators.

---

Mayor Curtis Bergthold  
City of Richland Hills

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: April 7, 2025

Subject: Minutes from the March 22, 2025 City Council Budget Workshop and the March 24, 2025 Regular City Council Meeting

---

## **Agenda Item:**

Approval of minutes from the March 22, 2025 City Council Budget Workshop and the March 24, 2025 City Council Regular Meeting

## **Background Information:**

N/A

## **Financial Considerations:**

N/A

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

March 22, 2025 Draft Minutes

March 24, 2025 Draft Minutes

## **Council Action Requested:**

Motion to approve the minutes from the March 22, 2025 City Council Budget Workshop and the March 24, 2025 City Council Regular Meeting

**RICHLAND HILLS CITY COUNCIL  
BUDGET WORKSHOP  
MARCH 22, 2025  
MINUTES**

Roll Call:

Council present

Curtis A. Bergthold, Mayor  
Douglas Knowlton, Mayor Pro Tem  
Travis Malone, Place 2  
Theresa Bledsoe, Place 3  
John Skier, Place 4  
G.W. Estep, Place 5  
Roland Goveas, Place 6

Council absent

Staff present

Candice Edmondson, City Manager  
Lindsay Rawlinson, City Secretary  
Kimberly Sylvester, Assistant City Manager/Police Chief  
Russell Shelley, Fire Chief  
JP Ducay, Director of Planning and Development Services  
Kip Dernovich, Director of Public Works and Capital Projects  
Eric Valdez, Director of Parks and Recreation  
Erika McComis, Finance Director  
Chantele Hancock, Library Director

**CITY COUNCIL WORKSHOP– 9:00 AM**

**1. Call to order**

Mayor Bergthold called the Workshop to order at 9:04 a.m.

**2. Public Comments**

None.

**3. Discussion: FY 2025 Midyear Review**

Finance Director Erika McComis gave a presentation on the FY 2025 Midyear Review. She provided historical data for governmental funds, including property tax, sales tax, and The Link Recreation Fund, as well as the Water and Wastewater Fund, over the previous 10 years.

#### **4. Discussion: FY 2025 Citizen Survey Results**

City Manager Candice Edmondson introduced Onpointe Insights CEO/Founder Ron Gailey and Marketing and Operations Manager Ryan Young who provided the results of the recently completed 2025 citizens survey. Mr. Gailey advised that this is the second survey conducted following the first one in 2023. The City's goal is to conduct a citizens survey every two years to gauge citizen priorities and satisfaction.

Mr. Gailey stated that 570 surveys were completed and overall, 63 percent of citizens feel the city is moving in the right direction while 37 percent feel the city is moving in the wrong direction. Citizens prioritized maintaining infrastructure and ensuring infrastructure keeps up with growth and attracting new restaurants. Additionally, the three highest rated departments within the city were found to be the Fire Department, the Public Library, and the Link Event and Recreation Center.

#### **5. Discussion: City Strategic Plan**

City Manager Candice Edmondson presented the City's adopted Strategic Plan and discussed the strategic goals including attracting and retaining a quality workforce.

Director of Planning and Development Services JP Ducay discussed the economic development strategic focus and advised of properties available for development, the success of the City's Building Improvement Grants, and the Comprehensive Plan update currently underway.

Discussion ensued regarding the replacement of Link exercise equipment, cleaning and maintaining City parks, volunteer opportunities, and potentially restarting the Historical Society.

#### **6. Discussion: FY 2026 Capital Projects & Strategic Initiatives**

City Manager Candice Edmondson presented the list of the next six streets that have been identified on the City's street improvement plan to begin the process of design and engineering with a proposed construction start date of FY 2027.

Additionally, she advised of legislation moving forward in the state legislature that could impact the City's ability to issue Certificates of Obligation for future street projects.

Discussion ensued regarding the Glenview Drive project specifically and the overall scope of the project to include street resurfacing or a full reconstruction with water and sewer utilities and drainage included.

Director of Parks and Recreation Eric Valdez presented the Parks Department update and discussed the previously approved park priority list. He advised of the status of projects at Kate Baker Park, Rosebud Park, and Windmill Park.

Director of Planning and Development Services JP Ducay provided an overview of economic development opportunities in the City.

## **7. Discussion: FY 2026 Budget Priorities**

City Manager Candice Edmondson requested feedback on Council priorities.

Council discussed items such as drainage and infrastructure needs, flooding at Creek Trail, erosion control along Calloway Creek, additional street sweeping, median maintenance, increased funding for Building Improvement Grants, resident landfill access, and lighting along the hike and bike trail.

Additional discussion ensued regarding transitioning the City's EMS service to the City of Fort Worth and the overall cost and changes from the current EMS service.

## **8. Adjournment**

There being no further business to come before the City Council, Mayor Bergthold declared the meeting adjourned at 2:56 p.m.

**ATTEST:**

**APPROVED:**

---

Lindsay Rawlinson, City Secretary

---

Curtis Bergthold, Mayor

**RICHLAND HILLS CITY COUNCIL  
REGULAR MEETING  
MARCH 24, 2025  
MINUTES**

Roll Call:

Council present

Curtis Bergthold, Mayor  
Douglas Knowlton, Mayor Pro Tem  
Travis Malone, Place 2  
Theresa Bledsoe, Place 3  
John Skier, Place 4  
G.W. Estep, Place 5  
Roland Goveas, Place 6

Council absent

Staff present

Candice Edmondson, City Manager  
Lindsay Rawlinson, City Secretary  
Elizabeth Yelverton, City Attorney

**CITY COUNCIL WORK SESSION – 5:30 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.

1. Section 551.071 Consultation with the City Attorney

**Motion:** Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Skier to adjourn into Executive Session at 5:30 p.m.

Motion carried by a vote of 7-0.

Mayor Bergthold reconvened into open session at 5:54 p.m.

**2. Glenview Drive Project Update**

On March 22, 2021, the City Council approved Resolution No. 536-21, requesting that Tarrant County include "Reconstruction of Glenview Drive from east city limit with Hurst to Boulevard 26 to include pavement reconstruction, new curb and gutter, drainage improvements and new signalization" as part of the 2021 Transportation Bond Program. As a condition of the City's participation in the Transportation Bond Program, the City Council agreed that funds have been designated for the 50 percent local funding

match required from Richland Hills in order to fund the Glenview Drive project. The City Council further confirmed that construction can begin on this project within five years from the date the Transportation Bond Program is approved by the voters. The Transportation Bond Program was approved by Tarrant County voters on November 3, 2021, which provides a \$5.32 million match to improve Glenview Drive and the surrounding infrastructure.

On November 11, 2024, the City Council approved a professional services agreement with Kimley-Horn and Associates, Inc. for preliminary engineering and planning services for the Glenview Drive project. The agreement included completion of a traffic impact study, preparation of conceptual layout options, and feasibility and cost estimates for reconstructing the roadway to meet the City's long-term goals for the corridor.

Prior to beginning the presentation, Mayor Bergthold referenced a letter circulating among residents regarding the Glenview Drive Project and clarified that statements contained in the letter including that the City plans to rezone the area along the Glenview Corridor to allow for an entertainment district and force citizens from their homes are false.

City Manager Candice Edmondson introduced Engineer Misty Christian, Project Manager with Kimley-Horn. Ms. Christian introduced Deputy Project Manager Trenton Tidwell and Transportation Planner Jeff Whitacre. Ms. Christian provided an overview of Glenview Drive Project and advised that Kimley-Horn was tasked with several items including a traffic analysis, receiving public input, deciding on a roadway type, and providing a conceptual layout.

Ms. Christian began by discussing the traffic analysis conducted for both existing road conditions along Glenview Drive as well as an analysis of proposed conditions to gauge how best to redevelop the Glenview Corridor. The Corridor was evaluated from State Highway (SH) 26 to Interstate Highway (IH) 820. In December 2024, a traffic analysis was conducted in several different ways including during peak traffic times, a 24-hour count, and utilizing cell phone data. Their analysis found that traffic volumes have decreased in the period studied from 2009 to 2024. Additionally, they found traffic volumes were far less in the segment between SH 26 and Booth Calloway than the segment between Booth Calloway Road and IH 820. They noted that there have been 52 crashes between 2020 and 2024.

Ms. Christian advised that the following conditions were considered for the proposed analysis:

Although they noted an overall reduction in traffic between 2009 and 2024, the proposed analysis evaluation assumed a two percent growth in traffic which will reflect a redeveloped corridor (20-year planning horizon), a three-lane roadway in the segment between SH 26 to Booth Calloway Road, and a four-lane roadway in the segment between Booth Calloway Road to IH 820. The consultants confirmed that travel times between the three and four-lane options is estimated to be about a one minute difference.

Next, Ms. Christian advised that Kimley-Horn sought public input from the businesses and residents within the corridor. She stated that they received four emailed responses from 39 sent, met with four business owners having stopped at 21 businesses, and spoke to three business owners over the phone. Overall responses were neutral to supportive for reconstruction and enhancements, and they did not favor a 'raised median' concept. Top considerations were safety impacts to businesses during construction and the long-term concerns were limited parking as well as drainage issues.

As a summary of the analysis, Ms. Christian advised that the consultants removed a two-lane option as a consideration due to a raised median and reduction in capacity, a final decision on type of roadway needs to consider the existing and future redevelopment of the corridor, a three-lane option seemed to address priorities for the corridor (safety, redevelopment), and a four-lane option provided more capacity for traffic but limited opportunities in parkway for sidewalks and streetlights without the need to acquire additional rights of way.

Additionally, she provided a feasibility comparison between a paving surface restoration project and a full reconstruction of the corridor and advised that, according to records found, utilities were originally installed in the 1980's, and the road was last rehabilitated in the 1990s. Pavement life for asphalt is generally approximately 20 years and concrete pavement life is generally approximately 30 years. Due to the aging infrastructure, it is recommended to reconstruct the below ground utilities with a roadway reconstruction – especially if the choice is made to utilize concrete in reconstruction.

Ms. Christian also provided probable construction costs and stated that a three-lane option with sidewalks is estimated to cost approximately \$12,900,000, a four-lane option with sidewalks is estimated to cost approximately \$13,400,000, and a mill and overlay option is estimated to cost approximately \$5,000,000. These proposed costs do not include obtaining rights of way, franchise utility relocation costs, special aesthetics, hard scaping, amenities, or major drainage crossing at creek.

Mayor Bergthold advised that citizen comments regarding this agenda item will be heard during the regular session.

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

None.

Mayor Bergthold adjourned the work session at 6:57 p.m.

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

**INVOCATION AND PLEDGES OF ALLEGIANCE – Mayor Pro Tem Douglas Knowlton**

**PRESENTATIONS****1A. Business Spotlight: Holistic Candles**

Director of Planning and Development Services JP Ducay advised that a representative from Holistic Candles was unable to attend the meeting and a business spotlight for Holistic Candles will be rescheduled to a future meeting date.

**1B. Community Newsletter Naming Recognition**

Mayor Bergthold announced that the City of Richland Hills recently held a contest from December 9 through 23, 2024, inviting residents to submit creative ideas for naming the City's official community newsletter. After reviewing numerous thoughtful entries, the City was proud to announce Athena Campbell's entry, Richland Hills Hometown Highlights, as the contest winner. Her winning name will now be featured on the quarterly newsletter, which keeps residents informed about important updates, events and local news.

Mayor Bergthold expressed his appreciation to Athena Campbell for her winning entry.

**1C. Employee Service Awards**

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

**5 Years of Service**

Firefighter/Paramedic Anthony Dryer  
Firefighter/Paramedic Cory Graham

**1D. Fire Department Badge Pinning**

Fire Chief Russell Shelley introduced Fire Captain Ricardo "Rocky" Martinez and provided a brief background.

City Secretary Lindsay Rawlinson administered the Oath of Office to Fire Captain Ricardo "Rocky" Martinez.

**1E. Child Abuse Prevention Month Proclamation**

Mayor Bergthold read a proclamation declaring April 2025, as "Child Abuse Prevention Month" in Richland Hills and presented the proclamation to Emma Garcia and Victoria Davison with Alliance for Children.

**1F. Citizen Appearances/Public Comments**

None.

**2. Glenview Drive Project Update**

Mayor Bergthold reopened worksession agenda item #2 related to the Glenview Drive Project Update and advised that citizen comments will now be heard.

Stephanie Terry, 2910 Spruce Park Drive, Richland Hills, asked several questions regarding the overall project including a bidding process, measures and controls within the project, and upcoming contracts.

City Manager Candice Edmondson advised that there was a bidding process and Kimley-Horn was the winning bidder for this phase of the project. She confirmed that there are contingencies built into the project contract related to the vendors and contracts for all aspects of the project.

Athena Campbell, 2802 Elm Park Drive, Richland Hills, expressed that she felt the overall project was too expensive and disagrees with the use of street improvement sales tax dollars for this project.

Diane Barrette, 7123 Dover Lane, Richland Hills, expressed her appreciation to the Mayor and City Council for addressing misinformation and expressed her desire to beautify the corridor and address flooding and stormwater issues.

Mary Sullivan, 2724 Spruce Park Drive, Richland Hills, expressed concern regarding the traffic at the intersection of Glenview Drive and SH 26 and suggested a double left turn lane.

Joyce Fiaccone, 3800 Labadie Drive, Richland Hills, expressed her preference to fix the surface of the roadway and beautify the corridor.

Robby Sullivan, 7605 Brooks Avenue, Richland Hills, expressed his opposition to the project and would prefer the road only be restriped until flooding is addressed.

Keith Albee, 6908 Danele Court, Richland Hills, acknowledged that there is a financial aspect and emotional aspect to the project and would like to see the financial aspect organized and presented to the public prior to any decisions being made.

Allison Barger, 7241 Richlynn Terrace, Richland Hills, requested information regarding the overall timeline and funding sources. She is in favor of the project due to the matching funds from Tarrant County.

City Manager Candice Edmondson advised that, in order to comply with the requirements of the 2021 Transportation Bond Program, construction must begin by November 2026 and the City Council must make a final determination by July 2025 in order to meet that timeline. She provided additional information regarding funding sources including the street maintenance fund and explained how the City is able to issue Certificates of Obligation to fund other street projects.

Vicki Hamilton, 7905 Leslie Drive, Richland Hills, advised that she has lived in Richland Hills for 48 years and expressed concern regarding the consultant's view of more business and more housing but less traffic. She stated that the road has long had flooding issues.

John Garza, 7900 Leslie Drive, Richland Hills, expressed his support for the project in order to utilize the matching funds from the County and encouraged the City Council to follow the will of the people. He additionally mentioned economic development opportunities in other parts of the city.

Mike Witt, 7200 Hovenkamp Avenue, Richland Hills, expressed his appreciation to the City Council and staff for their efforts in bringing this project to the City. He acknowledged that the recent citizens survey showed that infrastructure needs are the most important issue for residents and asked Council to pause this project until more information is received.

Linda Hines, 7928 Leslie Drive, Richland Hills, inquired if the presentation and information will be available online for review.

City Manager Candice Edmondson advised that there is a page on the City's website dedicated to this project and tonight's presentation will be online tomorrow. Additionally, the City will send out information via Everbridge as well.

Toby Wright, 6901 Glen Hills Drive, Richland Hills, inquired if the City of North Richland Hills is contributing or involved in this project.

Ms. Edmondson stated that no, the City of North Richland Hills is not participating monetarily or otherwise.

Discussion ensued regarding the importance of utilizing money dedicated from Tarrant County, a double left turn lane, and the three-lane option.

### **CONSENT AGENDA**

- 2A. Approved minutes from the March 10, 2025 City Council Regular Meeting**
- 2B. Approved agreement with Texadia Systems for audio-visual upgrades at The Link Event & Recreation Center in the amount of \$83,328 and authorize City Manager to sign agreement**
- 2C. Approved Interlocal Agreement with Tarrant County to resurface Oak Park Drive from Ash Park Drive to Elm Park and authorize City Manager to sign agreement**

**Motion:** Motion was made by Councilmember Goveas 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**

3. None.

### **ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS**

4. None.

### **CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS**

5. None.

### **OTHER ITEMS FOR CONSIDERATION**

#### **6A. Accepted Annual Comprehensive Financial Report for Fiscal Year ended September 30, 2024**

Finance Director Erika McComis introduced Daniel Hungerford, representing the accounting firm, George, Morgan & Sneed, P.C., who advised that the auditors issued an unmodified, or clean, opinion, and the auditor was able to perform the required work on the statements provided by management, and has no reservations with respect to these financial statements.

The City Council thanked Mr. Hungerford and his accounting firm for their work.

**Motion:** Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Estep to approve and accept the Annual Comprehensive Financial Report for Fiscal Year ended September 30, 2024.

Motion carried by a vote of 7-0.

### **REPORTS & DISCUSSIONS**

#### **7A. Street Improvement Projects**

Director of Public Works and Capital Projects Kip Dernovich provided the street improvement projects update and advised of the status of the Magnolia Park project, the FY2025 County Street project, and the illuminated street signs.

**7B. February Department Reports**

Director of Public Works and Capital Projects Kip Dernovich presented the Public Works Department update and advised that in February 2025, 34 potholes were repaired, 72 signs were installed throughout the City, and homeless camps were cleared.

Police Chief Kimberly Sylvester presented the Police Department update and advised of topics including service calls, criminal investigations, and accomplishments.

Fire Chief Russell Shelley presented the Fire Department update and discussed the Community Paramedic position, Medstar response times, and the fire inspection program.

Mayor Pro Tem Knowlton clarified that the ambulance transportation is transitioning to the City of Fort Worth but EMS service will remain in Richland Hills.

**COMMUNITY INTEREST ITEMS**

8. Councilmember Estep advised of several upcoming events:

- Now through August 2025, Summer Camp Connect Registration, The Link;
- Monday, April 7, 2025, City Council meeting normally would be held on April 14, 2025 will be held one week earlier;
- Tuesday, April 8, 2025, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Thursday, April 10, 2025,
  - o Senior Lunch Bunch and Bingo, The Link, 12:00 to 2:00 p.m.;
  - o Tarrant County Food Pantry, Richland Hills Baptist Church, 5:30 to 7:00 p.m.;
- Saturday, April 12, 2025,
  - o Easter Celebration, The Link Plaza, 10:00 a.m. to 12:00 p.m.;
  - o 75<sup>th</sup> Anniversary Community Photo, The Link Plaza, 11:00 a.m.;
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;
- Richland Hills Oral History project, Public Library

**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).

1. Section 551.087: Deliberation regarding Economic Development Negotiations

**Motion:** Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Skier to adjourn into Executive Session at 8:56 p.m.

Motion carried by a vote of 7-0.

Mayor Bergthold reconvened into open session at 9:22 p.m.

**ADJOURNMENT**

- 10.** There being no further business to come before the City Council, Mayor Bergthold declared the meeting adjourned at 9:22 p.m.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Lindsay Rawlinson, City Secretary

\_\_\_\_\_  
Curtis Bergthold, Mayor

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: April 7, 2025

Subject: Update of Authorized Representatives at the Federal Reserve Bank

---

## **Agenda Item:**

Approve an update to the Authorized Representatives at the Federal Reserve Bank for City deposits at JP Morgan Chase Bank, N.A.

## **Background Information:**

The purpose of this item is to add Adam Harris, Senior Accountant, as an Authorized Representative for approving and releasing collateral at the Federal Reserve Bank of Boston. The attached agreement form also retains current Authorized Representative Candice Edmondson, City Manager, and removes Erika McComis, Finance Director, and Terry Leake, Finance Specialist, who are no longer employed by the City.

For City deposits at JP Morgan Chase Bank, N.A. that are greater than the FDIC limit of \$250,000, there are collateral securities held to back the City's deposits by the Federal Reserve at the Boston location. Collateralization of deposits is required by State and is included in the City's investment policy for the safety of the City's deposits.

## **Financial Considerations:**

The proposed update will provide the City with the authorization to ensure that funds held at JP Morgan Chase Bank N.A. are promptly and properly collateralized.

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

Pledgee Agreement Form – Federal Reserve Bank of Boston

**Council Action Requested:**

Motion to approve an update to the Authorized Representatives at the Federal Reserve Bank for City deposits at JP Morgan Chase Bank, N.A.

## Pledgee Agreement Form

**To: Federal Reserve Bank of Boston**  
600 Atlantic Avenue  
Boston, MA 02210  
**Attn: Wholesale Operations/Joint Custody**

**Tel: 800-327-0147, Option #4**  
**Fax: 877-973-8972**

**Date:** 4/07/2025

We, the City of Richland Hills agree to the terms of **Appendix C** of your **Operating Circular 7**, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated B293. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☒

NO (Instructions required for  
each withdrawal)

☐

YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us.  
(See **Operating Circular 7, Appendix C, Section 4.3.**)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☒

Three-party call-back

☐

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: (817) 616-3807  
Fax: (817) 616-3803

Print Name: Candice Edmondson Title: City Manager  
Signature: \_\_\_\_\_ Date: 4/07/2025

Telephone: (817) 616-3817  
Fax: (817) 616-3803

Print Name: Adam Harris Title: Sr Accountant  
Signature: \_\_\_\_\_ Date: 4/07/2025

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

# Pledgee Agreement Form

(page 2 of 2)

2B - Authorized Representatives Federal Reserve Bank

Page 4 of 4

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

## Pledgee

City of Richland Hills

Name of governmental unit

3200 Diana Drive

Street Address or P.O Box Number

Richland Hills, TX 76118

City, State, Zip Code

\_\_\_\_\_  
Official Signature/ **Date**

Candice Edmondson, City Manager

Printed Name and Title

## Notary

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, in the City of \_\_\_\_\_, in the State of \_\_\_\_\_, that he/she is the \_\_\_\_\_ [Title] of \_\_\_\_\_ and that he/she executed this document on behalf of \_\_\_\_\_ before me.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print name of Notary)

My commission expires on \_\_\_\_\_ [Date]

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: April 7, 2025

Subject: Update of Authorized Representatives for TexPool

---

## **Agenda Item:**

Approve Resolution 611-25 authorizing the change of Authorized Representatives for the Texas Local Government Investment Pool (TexPool)

## **Background Information:**

The purpose of this item is to add Adam Harris, Senior Accountant, as an Authorized Representative to invest funds for the City of Richland Hills with TexPool. The attached resolution also retains current Authorized Representative Candice Edmondson, City Manager, and removes Erika McComis, Finance Director, and Terry Leake, Finance Specialist, who are no longer employed by the City. The City utilizes TexPool for investment of funds and TexPool requires formal action by City Council to make changes to Authorized Representatives.

## **Financial Considerations:**

The proposed update will provide the City with the authorization to ensure unimpeded access to funds while allowing for the investment of these local funds.

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

Resolution 611-25  
TexPool Resolution Amending Authorized Representatives

**Council Action Requested:**

Motion to approve Resolution 611-25 authorizing the change of Authorized Representatives for the Texas Local Government Investment Pool (TexPool)

## **RESOLUTION NO. 611-25**

### **A RESOLUTION OF THE RICHLAND HILLS CITY COUNCIL AMENDING THE AUTHORIZED REPRESENTATIVES FOR THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL (TEXPOOL)**

**WHEREAS**, the City of Richland Hills, Location Number 78215, is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS**, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS**, the Texas Local Government Investment Pool ("TexPool / TexPool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS**, this document supersedes all previous Authorized Representative forms.

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

#### **SECTION 1.**

The individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

#### **SECTION 2.**

An Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant.

#### **SECTION 3.**

The Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an

officer, employee, or agent of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

\_\_\_\_\_  
Adam Harris, Senior Accountant  
[aharris@richlandhills.com](mailto:aharris@richlandhills.com)  
817-616-3817 Phone  
817-616-3803 Fax

\_\_\_\_\_  
Candice Edmondson, City Manager  
[cedmondson@richlandhills.com](mailto:cedmondson@richlandhills.com)  
817-616-3807 Phone  
817-616-3803 Fax

#### SECTION 4.

The name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement: **Adam Harris**

#### SECTION 5.

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation.

**APPROVED AND ADOPTED** at a regular called meeting of the Richland Hills City Council on April 7, 2025, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and \_\_\_\_\_ abstentions.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Lindsay Rawlinson, City Secretary

\_\_\_\_\_  
The Honorable Mayor Curtis Bergthold

# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

**\* Required Fields**

## 1. Resolution

**WHEREAS,**

Participant Name\* Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

**WHEREAS**, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

**WHEREAS**, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

**NOW THEREFORE**, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

**1.**

|           |       |
|-----------|-------|
| Name      | Title |
| Phone     | Fax   |
| Email     |       |
| Signature |       |

**2.**

|           |       |
|-----------|-------|
| Name      | Title |
| Phone     | Fax   |
| Email     |       |
| Signature |       |

**3.**

|           |       |
|-----------|-------|
| Name      | Title |
| Phone     | Fax   |
| Email     |       |
| Signature |       |

## 1. Resolution (continued)

**4.**

|           |       |
|-----------|-------|
| Name      | Title |
| Phone     | Fax   |
| Email     |       |
| Signature |       |

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name \_\_\_\_\_

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

|       |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |
|-------|--|--|--|--|--|--|--|--|--|-------|--|--|--|--|--|--|--|--|--|-------|--|--|--|--|--|--|--|--|--|
| Name  |  |  |  |  |  |  |  |  |  | Title |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |
| Phone |  |  |  |  |  |  |  |  |  | Fax   |  |  |  |  |  |  |  |  |  | Email |  |  |  |  |  |  |  |  |  |

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the [ ] day of [ ], 20[ ].

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Name of Participant\*

**SIGNED**

Signature\*

Printed Name\*

Title\*

**ATTEST**

|               |
|---------------|
| Signature*    |
| Printed Name* |
| Title*        |

## 2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services  
1001 Texas Avenue, Suite 1150  
Houston, TX 77002

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: April 7, 2025

Subject: Update of Authorized Representatives for TexSTAR

---

## **Agenda Item:**

Approve Resolution 612-25 authorizing the change of Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR)

## **Background Information:**

The purpose of this item is to add Adam Harris, Senior Accountant, as an Authorized Representative to invest funds for the City of Richland Hills with TexSTAR. The attached resolution also retains current Authorized Representative Candice Edmondson, City Manager, and removes Erika McComis, Finance Director, and Terry Leake, Finance Specialist, who are no longer employed by the City. The City utilizes TexSTAR for investment of funds and TexSTAR requires formal action by City Council to make changes to Authorized Representatives.

## **Financial Considerations:**

The proposed update will provide the City with the authorization to ensure unimpeded access to funds while allowing for the investment of these local funds.

## **Legal Review:**

N/A

## **Board/Citizen Input:**

N/A

## **Attachments:**

Resolution 612-25  
TexSTAR Amending Resolution Form

**Council Action Requested:**

Motion to approve Resolution 612-25 authorizing the change of Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR)

## **RESOLUTION NO. 612-25**

### **A RESOLUTION OF THE RICHLAND HILLS CITY COUNCIL AMENDING THE AUTHORIZED REPRESENTATIVES FOR THE SHORT TERM ASSET RESERVE FUND (TEXSTAR)**

**WHEREAS**, the City of Richland Hills (the “Government Entity”) by authority of the Application for Participation in TexSTAR (the “Application”) has entered into an Interlocal Agreement (the “Agreement”) and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund (“TexSTAR”); and

**WHEREAS**, the Application designated on one or more “Authorized Representatives” within the meaning of the Agreement; and

**WHEREAS**, the Government Entity now wishes to update and designate the following persons as the “Authorized Representatives” within the meaning of the Agreement.

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

#### **SECTION 1.**

The following officers, officials or employees of the Government Entity specified in this document are hereby designated as “Authorized Representatives” within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other Authorized Representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

#### **SECTION 2.**

This document supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement.

#### **SECTION 3.**

Terms used in this Resolution have the meanings given to them by the Application.

#### **SECTION 4.**

Each of the following Participant officials is designated as Participant’s Authorized Representative authorized to give notices and instructions to the Board in accordance with

the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

---

Adam Harris, Senior Accountant  
[aharris@richlandhills.com](mailto:aharris@richlandhills.com)  
817-616-3817 Phone  
817-616-3803 Fax

---

Candice Edmondson, City Manager  
[cedmondson@richlandhills.com](mailto:cedmondson@richlandhills.com)  
817-616-3807 Phone  
817-616-3803 Fax

#### **SECTION 5.**

The name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements: **Adam Harris**

#### **SECTION 6.**

Participant may designate other Authorized Representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

#### **SECTION 7.**

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexSTAR Participant Services receives a copy of any such amendment or revocation.

**APPROVED AND ADOPTED** at a regular called meeting of the Richland Hills City Council on April 7, 2025, by a vote of \_\_\_\_ ayes, \_\_\_\_ nays, and \_\_\_\_ abstentions.

**ATTEST:**

**APPROVED:**

---

Lindsay Rawlinson, City Secretary

---

The Honorable Mayor Curtis Bergthold



## AMENDING RESOLUTION

WHEREAS, \_\_\_\_\_

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

**Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_
2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_
3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_
4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**{REQUIRED} PRIMARY CONTACT:** List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

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

**{OPTIONAL} INQUIRY ONLY CONTACT:** In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED \_\_\_\_\_

**\*REQUIRED\***  
**PLACE OFFICIAL SEAL OF ENTITY HERE**

\_\_\_\_\_  
 (NAME OF PARTICIPANT)

SIGNED BY: \_\_\_\_\_  
 (Signature of official)

\_\_\_\_\_  
 (Printed name and title)

ATTESTED BY: \_\_\_\_\_  
 (Signature of official)

\_\_\_\_\_  
 (Printed name and title)

**FOR INTERNAL USE ONLY**

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....  
 AUTHORIZED SIGNER

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: JP Ducay, Director of Planning and Development Services

Date: April 7, 2025

Subject: 7410 Boulevard 26 (Suite 103) – Fortune Teller/Psychic SUP

---

## **Agenda Item:**

Consider Ordinance 1522-25 a Specific Use Permit (2025-0231) to permit a “Fortune Teller/Psychic” use for the property described as Lot 7, Block 2, William Addition, Richland Hills, Texas, otherwise known as 7410 Boulevard 26 (Suite 103), Richland Hills, Texas 76118  
**PUBLIC HEARING**

## **Background Information:**

On March 10, 2025, an application was submitted by Carol Adams (applicant) requesting a SUP, Specific Use Permit, allowing for the use of “Fortune Teller/Psychic” in the MX, Mixed Use Zoning District for 7410 Blvd 26 (Suite 103). The subject 0.7-acre property contains a 13,000 square-foot multi-suite retail strip-center.

The applicant is proposing to occupy the vacant 300 square-foot suite (103) and offer “Fortune Teller/Psychic” services. The applicant received a Certificate of Occupancy for a “Retail, Store and Shop” on March 18, 2025. The predominant element of the business is the sale of candles and crystals. However, the applicant is also requesting to provide “Fortune Teller/Psychic” services as an ancillary element of the business. The use of “Fortune Teller/Psychic” is allowed only by Specific Use Permit (SUP) in the MX, Mixed Use Zoning District.

## **Planning Analysis:**

The City’s 2014 Comprehensive Plan designates the subject area as Mixed Use. This land use type is intended to support a compact mix of office, retail, cultural facilities, and medium-to-high density housing, providing the residents with a vibrant blend of opportunities to live, work, shop, and play within a closely defined area. Staff recommends approval of Ordinance 1522-25 for a Specific Use Permit allowing for the use of “Fortune Teller/Psychic” at 7410 Blvd 26 (Suite 103).

One letter of opposition was submitted by a property owner within 200’ of the subject property.

**Financial Considerations:**

Approval of the Specific Use Permit will require no additional funding from the City.

**Legal Review:**

The City Attorney has reviewed the draft ordinance.

**Board/Citizen Input:**

Planning and Zoning Commission consideration: March 25, 2025

- Recommended approval of this request by a vote of 4-0

City Council consideration: April 7, 2025

**Attachments:**

Application & Submittal Docs  
Property Photos  
Letter of Opposition  
Sections 6.08 Specific Use Permit (SUP)  
Ordinance 1522-25

**Council Action Requested:**

Motion to approve Ordinance 1522-25 a Specific Use Permit (2025-0231) to permit a "Fortune Teller/Psychic" use for the property described as Lot 7, Block 2, William Addition, Richland Hills, Texas, otherwise known as 7410 Boulevard 26 (Suite 103), Richland Hills, Texas 76118



## Richland Hills Development Services

3200 Diana Drive | Richland Hills, TX, 76118

817-616-3800 | richlandhills.com

### Zoning Application

#### Application Type

- ☒ Specific Use Permit (Fee: \$300.00) ☐ Planned Development (Fee: \$300.00)  
☐ Zoning Text Amendment (Fee: \$300.00) ☐ Zoning Map Amendment (Fee: \$300.00)

#### Applicant Information

Applicant's Name: Carol Adams  
Business Name: PSYCHIC  
Phone: 817-559-8518 Email Address: Holisticcandles817@gmail.com

#### Property Information

Property Address: 7410 Blvd 26, Richland Hills, Tx 76180  
Square Feet: 300 sq ft Deed Date: 5-2-2018  
Building Owner: Cityline Capital  
Company: Storage Sense  
Phone: 817-589-7500  
Owner Address: One Presidential Blvd Suite 201, Bala Cynwyd, PA 19004  
Owner Phone Number: 817-589-7500  
Owner Email Address: richlandhills@storagesense.com  
Previous Occupant: Elizabeth Roberts Current Zoning: MX

#### Zoning Request

Please provide a detailed description of your request: PSYCHIC Readings  
RETAIL will be THE PREDOMINANT PART of BUSINESS  
"HOLISTIC CANDLES"

#### Signature

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

Signature: Carol Adams Date: 3-10-2025

## CERTIFICATE OF OCCUPANCY CITY OF RICHLAND HILLS

**C.O. NUMBER 2025-1481**

*Issued pursuant to the requirements of Chapter 14 of the Richland Hills Code of Ordinances and the 2018 International Building Code. The described building or portion thereof has been inspected and is in compliance with group, and division of occupancy requirements and the use for which it is classified. The use is in compliance with the current zoning ordinance.*

### POST IN A CONSPICUOUS LOCATION

*Occupant:* Hollistic Candles

*Use:* Retail, Stores and Shops

*Address:* 7410 Boulevard 26 Ste 103

*Zoning District:* MX Mixed Use

*Building Owner:* The Storage Sense

*C.O. Type:* Commercial

***City of Richland Hills  
Development Services***





# **OCCUPANCY LOAD**

***10 PERSONS***

*(Occupancy Class: Business)*

**7410 Boulevard 26 Suite 103**

**Richland Hills, TX 76118**

**Approved this 18<sup>th</sup> day of March 2025**

**Shelby Brock, Fire Marshal**



## Richland Hills Development Services

3200 Diana Drive | Richland Hills, TX, 76118

817-616-3800 | richlandhills.com

### New Business Certificate of Occupancy Process

Property Address: 7410 Blvd 26 Suite 103 Richland Hills, TX 76180  
Company Name: Holistic Candles

| Checklist                           |                                                                                |                             |
|-------------------------------------|--------------------------------------------------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | Zoning Verification                                                            |                             |
| <input type="checkbox"/>            | Code Compliance Verification                                                   |                             |
| <input checked="" type="checkbox"/> | Certificate of Occupancy Application                                           |                             |
| <input type="checkbox"/>            | Health Department/TABC/TDLR/DSHS licenses (if applicable)                      |                             |
| <input checked="" type="checkbox"/> | Office/Business Layout and Business Description/Plan (site plan if applicable) |                             |
| <input checked="" type="checkbox"/> | Sales Tax Permit                                                               |                             |
| <input checked="" type="checkbox"/> | Driver's License/State ID (copy)                                               |                             |
| <input checked="" type="checkbox"/> | Application Fee: \$100                                                         |                             |
|                                     | Certificate of Occupancy Inspections (Fire and Building - to be scheduled)     |                             |
|                                     | Completed CO                                                                   | Issued: Occupancy load MAX: |

#### Passed Inspections:

Fire: 03/11/2025 Building: 03/14/2025

#### What are these items?

|                           |                                                                                                                                 |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Zoning Verification       | Zoning and Business Plan with Development Manager                                                                               |
| Sales Tax Permit          | Copy of the Sales Tax Permit addressed to Richland Hills address: comptroller.texas.gov (if applicable)                         |
| Site Plan (if applicable) | Drawing of exterior building with parking and entrances                                                                         |
| Office/Business Layout    | Drawn floor plans must show all dimensions, room names, size, showing windows and doors                                         |
| Health Department/TABC    | Copy of Health Inspection Report/Texas Alcohol Beverage Commission License (if applicable)                                      |
| TDLR/DSHS                 | Texas Department of Licensing and Regulations/Texas Department of State Health Services (if applicable)                         |
| Inspections               | City Ordinance requires a Fire and Building Inspection to ensure the building meets all required codes (see attached checklist) |

Please clarify to Permit Technician whether signs will be applicable to your business, as they will require a separate permit application. Certificate of Occupancy will not be issued, and tenant cannot move in, until all documents are received and inspections have been passed.

Business Use: Retail, Stores and Shops Certificate Number: 2025-1481

Permit Fee: \$100 Receipt Number: 431337 cash Date: 03/12/2025

Business/Tenant Information

☒ New Business

☐ Change of Ownership/ Name

☐ Relocation from RH Location

Business Name: Holistic Candies

Business Address: 7410 Blvd 26 Richland Hills, TX 76180

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Tenant Name: Carol Adams

Tenant Home Address: 3315 Denton Hwy Haltom City, TX 76117

Email Address: Holisticcandies817@gmail.com

Phone Number: 817-559-8518 Cell Number: 817-559-8518

Property Information

Company Name: Storage Sense

Building Owner: Cityline Capital

Email Address: richlandhills@storagesense.com

Phone Number: 817-589-7500

Zoning District: MX Square Feet: 300 sq ft Occupancy Load MAX: \_\_\_\_\_

It shall be unlawful to use, occupy, or permit the use or occupancy of any building or premises created, erected, changed, converted, altered, or enlarged in its use or structure until a Certificate of Occupancy shall have been issued by the administrative official.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing that type of work will be complied with whether specified or not. The granting of a Certificate of Occupancy does not presume to give authority to violate or cancel the provisions of any other state or local law.

Signature of Applicant: Carol Adams Date: 3-10-2025

| Department Approvals  |                    |
|-----------------------|--------------------|
| Development Services: | <u>[Signature]</u> |
| Public Works:         | <u>[Signature]</u> |
| Fire Department:      | <u>[Signature]</u> |
| CO Issued By:         | <u>[Signature]</u> |

## Zoning Verification

### Applicant Information

Applicant's Name: Carol Adams  
Business Name: Holistic Candies  
Email Address: HolisticCandies817@gmail.com Phone Number: 817-559-8518

### Property Information

Property Address: 7410 Blvd 26 Suite 103, Richland Hills, TX Zoning District: 76180  
Building Owner: Cityline Capital Phone Number: 817-589-7500  
Owner Address: 7410 Blvd 26 Suite A, Richland Hills, TX 76180  
Company: Storage Sense  
Previous Occupant: Elizabeth Roberts  
How many parking spaces will be available to your business? 21  
What is the square footage of the space you will occupy? 300 sq ft  
Is the property vacant now? ☒ YES / NO  
Does the property have a fire sprinkler system? ☒ YES / NO

### Business Information

Please give a detailed description of your business: I sell Candies & Crystals.  
  
  
  
  
Typical hours of operation: 9-8 M-S  
Approximately how many employees will you hire for this location? 2  
What is the maximum number you expect to be working at one time? 2

Describe any company vehicles you will have parked on site overnight. NONE

Is there any heavy machinery or hazardous materials that may be used or stored at this location? If so, please explain. NONE

Do you plan to sell food and/or alcohol at this location? If so, please explain. NO

Does your business involve the storage, sale or use of the following? Check all that apply.

- ☐ Flammable/combustible liquids (10 gallons or more)
- ☐ Poisonous or hazardous chemicals/acids
- ☐ Alcohol/smoking
- ☐ Explosives/ammunition/fireworks
- ☐ Food and/or beverage processing, storage or sales (other than vending machines)
- ☐ Compressed gas/liquid propane gas
- ☐ High piled stock (over 12 feet in height)
- ☐ Vehicles/car parts in building or vehicle repair garage
- ☐ Outdoor storage of goods, merchandise or raw materials
- ☐ Other (please explain): \_\_\_\_\_

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

Signature of applicant:

Carol Allen

Date:

3-17-2025

### Building Inspection Requirements

- All electrical boxes are to be sealed concealing exposed wiring
- The gas line should be protected and in good condition
- The exterior lighting should be operable
- Siding should be in good shape and no peeling paint or exposed wood on structure
- Address number in six-inch font and suite numbers should be located on front and rear doors and on electrical meter/panel, as applicable
- Doors should operate smoothly for egress
- Accessible parking and accessibility to the structure should be present
- Vacuum breakers should be on all hose bibs and no water leaks present
- GFCI outlets should be located at all wet locations and at exterior outlets
- Glass should be in good condition, free from cracks or shards
- Electric meter and panel should be free from defects and have driven ground rod and address clearly marked
- All electrical signage should be properly grounded
- Fire extinguishers should be visible and readily accessible for emergency use
- Emergency cut-off switches should be clearly labeled and distinguishable
- Emergency lighting and exit signage should be visible from anywhere in the interior
- Trip hazards should be clearly marked
- Elevator inspection certificate should be conspicuously displayed, as applicable
- All switch, outlet and cover panels should be in good condition and damage-free
- Locks on doors are to be in good operable condition; bolt locks are prohibited
- Extension cords are limited to six (6) feet in length maximum
- Breaker spacers are to be in place on interior panel cover
- No loose conduit is permitted on any appliance or electric boxes
- Water heater and connections must be to plumbing code regulations
- Interior walls and ceiling must be maintained in good condition
- In public assembly areas, occupancy load information must be posted in a conspicuous place
- Restrooms must be operational
- Building, electrical and mechanical system installed in a safe, working manner

Please ensure all above listed items have been completed prior to calling for a final Certificate of Occupancy inspection from **Bureau Veritas at 817-335-8111**.

### Fire Inspection Requirements

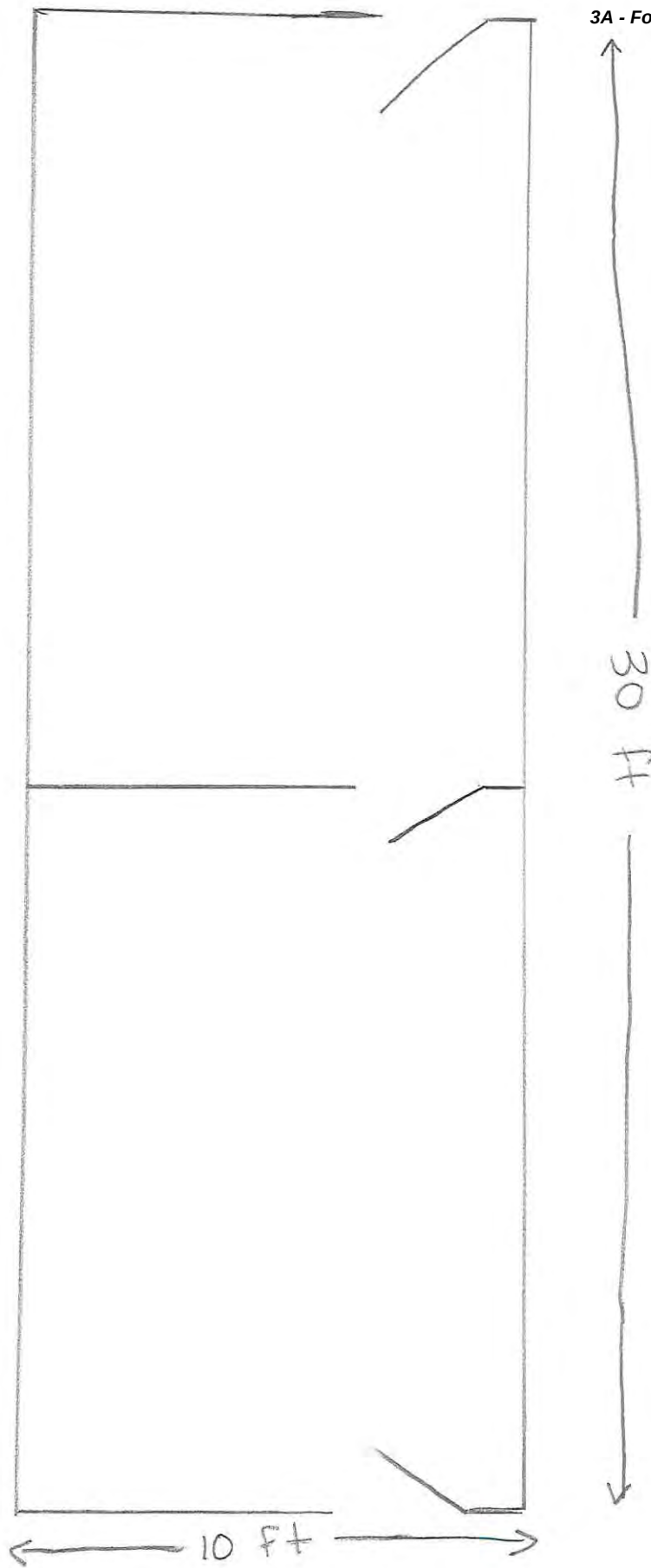
- Minimum of one ten-pound ABC extinguisher hung on the wall three to five feet from the ground in plain view with an inspection tag dated less than one year from the inspection date
- Address for building clearly visible from the roadway using at least six-inch numbers
- Address and suite number on back door as well for multiple occupancy buildings
- All suites numbered accordingly, as applicable
- All breakers clearly labeled, and all blank positions covered properly in the electrical panel
- Electrical panels are accessible to the Fire Department and clear of all obstructions
- Illuminated exit signs over all exits if business is to be open after dark; all exits free from obstructions inside and out
- Appropriate fire alarm and sprinkler system tests completed and inspection tagged, as applicable
- Storz five-inch Fire Department connection caps installed, as applicable
- Knox box must be installed in an acceptable location with building keys inside
- Fire lanes clearly marked around building
- Vent hood system tagged and inspected, as applicable
- All ceiling tiles must be in place with no openings to the attic area
- No storage within three feet of electrical panels or water heater

Please ensure all the above listed items have been completed prior to calling for a Fire Inspection. For questions regarding if certain items affect your facility, please contact the **Fire Marshal at 817-616-3751**.

Failure to ensure all items applicable to your facility are completed prior to calling for an inspection can result in an additional reinspection fee of \$80.

To schedule the Fire Inspection, contact **Development Services at 817-616-3770**.

Tenant may **not** move in until a Certificate of Occupancy has been issued.



Front Entrance

Suite 103  
7410 Blvd 20  
Richland Hills, TX  
76180

# Sales Taxpayer Search

## Taxpayer Locations

 This taxpayer has 1 location.

### Taxpayer

32099101092  
ADAMS, CAROL  
3315 DENTON HWY  
HALTOM CITY, TX 76117

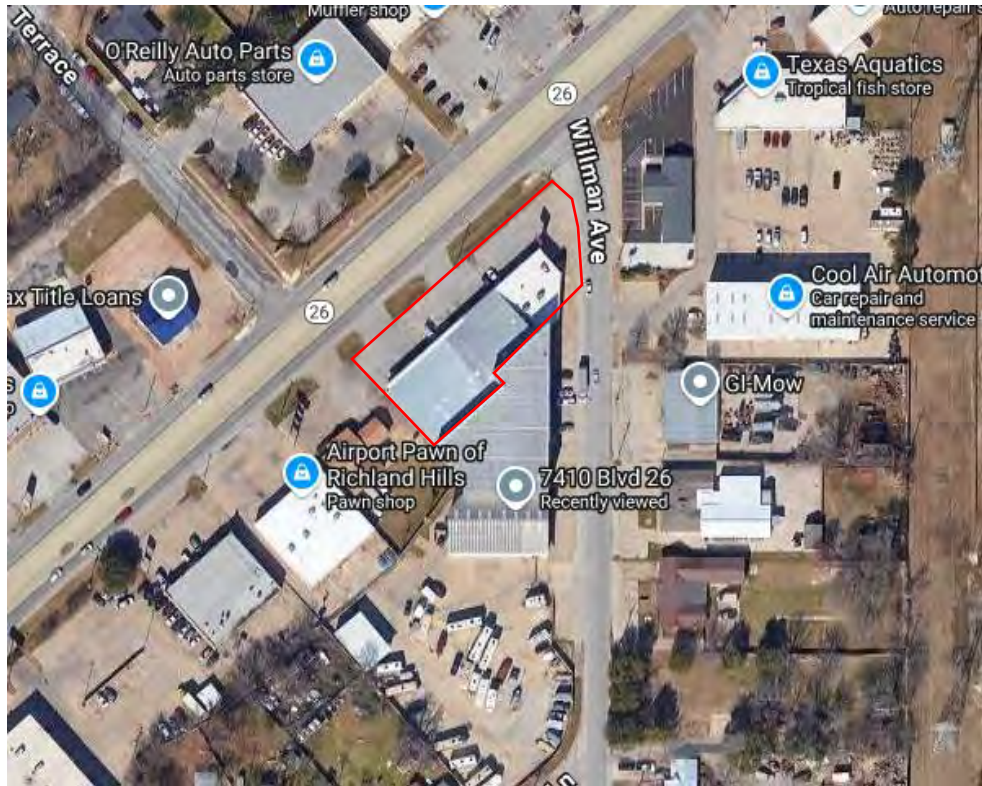
ACTIVE

### Locations

SORT: LOCATION NAME (A-Z) ▾

| Location Name    | Status<br>↑ | Address                                                              | Location Number | Permit Begin Date | Permit End Date |
|------------------|-------------|----------------------------------------------------------------------|-----------------|-------------------|-----------------|
| HOLISTIC CANDLES | ACTIVE      | 7410<br>BOULEVARD<br>26 STE<br>103<br>RICHLAND<br>HILLS, TX<br>76180 | 00001           | 03/15/2025        |                 |

## Property Photos 7410 Blvd 26 (Suite 103)



## Jerald Ducay

---

**From:** JP Paeltz <jpp4632@gmail.com>  
**Sent:** Monday, March 17, 2025 8:53 AM  
**To:** Jerald Ducay  
**Subject:** SUP 2025-0231 - Comment

**Caution:** External (jpp4632@gmail.com)

First-Time Sender [Details](#)

[Report This Email](#)

Good morning,

I am writing as the owner of City Point Chiropractic, LLC, located at 7500 Boulevard 26. I recently received the notice of public hearing regarding case SUP 2025-0231.

I would like to formally express my opposition to the proposed permit for the fortune teller/psychic business. I believe this type of establishment is not in the best interest of our community or the professional environment we strive to maintain in this area.

Thank you for your time and consideration of my perspective. Please feel free to contact me if further discussion is needed.

Sincerely,  
Dr. Justin Paeltz  
City Point Chiropractic, LLC  
817-259-1300

**§ 6.08. Specific Use Permit (SUP).****90-6.08.01 Specific Use Permit Regulations and Procedures.****(A) Procedures for processing a specific use permit.**

- (1) The zoning administrator shall initiate review of the SUP and may request written comments from the development review committee (DRC), if deemed necessary.
- (2) Planning and zoning commission shall review and recommend approval, approval with conditions, or denial of the SUP to the city council.
- (3) After receiving recommendation from planning and zoning commission, city council shall approve, approve with conditions, or deny the SUP. Although the approval of the SUP does not change the zoning classification.
- (4) Both planning and zoning commission and city council shall provide the required public hearing and notice in accordance with section 6.03.02. Public Hearings and Notification Requirements for Zoning Related Applications.

**(B) Compatibility considerations.**

- (1) The city council and the planning and zoning commission in considering any request for specific use permit shall only approve such request after they have determined that the use or uses allowed will not be detrimental to the adjacent properties or to the city as a whole.
- (2) The zoning administrator, city council and the planning and zoning commission may require from the applicant any plans, information, operational data, and expert evaluation concerning the location, function, and characteristics of the proposed use or buildings.
- (3) The city council when granting a specific use permit, and the planning and zoning commission when making a recommendation concerning a specific use permit, shall establish conditions and regulations, in addition to those of the base zoning district, necessary to protect the health, safety, morals, and general welfare of the neighborhood and/or the city. In addition, the use shall be in general conformance with the comprehensive plan and general objectives of the city. These conditions may include but are not limited to:
  - (a) Paving of streets, alleys and sidewalks;
  - (b) Means of ingress and egress to public streets;
  - (c) Provisions for drainage;
  - (d) Adequate off-street parking;
  - (e) Protective screening, landscaping, and open space;
  - (f) Area or security lighting;

## § 6.08

## § 6.08

- (g) The locations and heights of structures;
- (h) Architectural compatibility of buildings;
- (i) Intensity of the use; and
- (j) Adequate traffic circulation required to contain all stacking activity on the site.

(C) Imposed conditions for approval.

- (1) In granting a specific use permit, the city council may impose conditions that shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the building official for use of the building or property.
- (2) Any special conditions shall be set forth in writing in the ordinance granting the SUP.

(D) Compliance mandatory with written requirements. No specific use permit shall be granted unless the applicant, owner and grantee of the specific use permit shall be willing to accept and agree to be bound by and comply with the written requirements of the specific use permit, as attached to the site plan drawing(s) and approved by the planning and zoning commission and city council.

(E) Specific use permit expiration and extension.

- (1) SUP expiration. An SUP shall automatically expire if a building permit is not issued and construction begun within six months of the granting of the SUP.
- (2) SUP extension. The city council may authorize an extension beyond the six months upon recommendation by the zoning administrator.

(F) Enlargement, modification or structural alternation.

- (1) A building, premises, or land used under a specific use permit may be enlarged, modified, structurally altered, or otherwise changed provided the changes do not:
  - (a) Increase the height of structures, including antenna support structures;
  - (b) Increase building square footage from its size at the time the original specific use permit was granted by greater than ten percent;
  - (c) Reduce the distance between a building or noise-generating activity on the property and an adjacent, off-site residential use. This provision shall not apply should the property and the residential use be separated by a major thoroughfare depicted on the city's thoroughfare plan; or
  - (d) Reduce the amount of open space as indicated on the previously approved zoning exhibit.
- (2) All other enlargements, modifications, structural alterations, or changes shall require the approval of a new specific use permit. Antennas may be placed on

## § 6.08

## § 6.08

antenna support structure that is already permitted by an existing specific use permit without approval of a separate specific use permit subject to approval of a final plat and site plan for the property if appropriate.

- (3) An SUP can only be used by the specific use for which it is granted. (For example, a use that obtained an SUP cannot convert to another use that requires an SUP without approval.)
  - (G) Board of adjustment exclusion. The board of adjustment shall not have jurisdiction to hear, review, reverse, or modify any decision, determination, or ruling with respect to the specific land use designated by any specific use permit.
  - (H) Attached only to property Specific use permits are attached to the property, not to the owner, the business, or the subtenant.
  - (I) Amend, change, or rescind a specific use permit. Upon holding a properly noticed public hearing, the city council may amend, change, or rescind a specific use permit after recommendation by the planning and zoning commission if:
    - (1) The building, premises, or land uses under a specific use permit is enlarged, modified, structurally altered, or otherwise significantly changed without approval of a separate specific use permit for such enlargement, modification, structural alteration or change;
    - (2) Violation of any provision of the terms or conditions of a specific use permit;
    - (3) Ad valorem taxes on the property are delinquent by more than six months; or
    - (4) The specific use permit was obtained by fraud or with deception.
- [Ord. No. 1273-14, § 1(Exh. A), 5-6-2014; Ord. No. 1462-22 adopted 10/24/2022]

**ORDINANCE NO. 1522-25**

**AN ORDINANCE AMENDING CHAPTER 90 OF THE RICHLAND HILLS CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY GRANTING A SPECIFIC USE PERMIT PERMITTING A FORTUNE TELLER/PSYCHIC USE ON CERTAIN PROPERTY LOCATED AT 7140 BOULEVARD 26 (SUITE 103), RICHLAND HILLS, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a specific use permit for a Fortune Teller/Psychic use in the Mixed Use (MX) Zoning District; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City on March 25, 2025, and by the City Council of the City on April 7, 2025, with respect to the use changes described herein; and

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

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

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

## **SECTION 1. SPECIAL USE PERMIT GRANTED**

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

Applicant: Carol Adams

Property Owner: CSGBSH RHTX I LLC

Property Address: 7410 Blvd 26 (Suite 103), Richland Hills, Texas 76118

Legal Description: Lot 7, Block 2, William Addition

Zoning Change: The property shall remain located in the Mixed Use (MX) Zoning District, and a Specific Use Permit for a Fortune Teller/Psychic is hereby granted subject to the terms and conditions provided herein.

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

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

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

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

#### **SECTION 4. ORDINANCE CUMULATIVE**

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

#### **SECTION 5. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS**

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90 of the Richland Hills Code, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

#### **SECTION 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. PENALTY CLAUSE**

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1-14 of the Richland Hills Code. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

**SECTION 8.  
PUBLICATION CLAUSE**

The City Secretary of the City of Richland Hills is hereby directed to publish caption, penalty clause, and effective date clause in the official newspaper as/if required by law.

**SECTION 9.  
EFFECTIVE DATE**

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

**PASSED AND APPROVED** at a regular meeting of the Richland Hills City Council on April 7, 2025, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and \_\_\_\_\_ abstentions.

**APPROVED:**

\_\_\_\_\_  
THE HONORABLE MAYOR CURTIS BERGTHOLD

**ATTEST:**

\_\_\_\_\_  
LINDSAY RAWLINSON, CITY SECRETARY

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: JP Ducay, Director of Planning and Development Services

Date: April 7, 2025

Subject: 6525 Baker Blvd PD (2025-0226)

---

## Agenda Item:

Consider Ordinance 1523-25 a Planned Development (2025-0226) with a base zoning of LC, Light Commercial allowing for a “Manufacturing, Light” use with an outside storage element for the property described as Lot 13R, Block H, Richland Hills Addition, otherwise known as 6525 Baker Blvd, Richland Hills, Texas 76118 **PUBLIC HEARING**

## Background Information:

On March 7, 2025, an application was submitted by Brad Chapman (applicant) with Layne Glass Company requesting to rezone the subject property to PD, Planned Development with a base zoning of LC, Light Commercial. The intent of this request is to purchase the property and allow for a glass fabrication company to occupy and operate out of the subject building.

The subject 2.5-acre property addressed as 6525 Baker Blvd is currently zoned MX, Mixed Use. The applicant is requesting to rezone the property to PD, Planned Development with a base zoning of LC, Light Commercial to allow for the use of “Manufacturing, Light” and “Outside Storage, Incidental”. The use of “Manufacturing, Light” and “Outside Storage, Incidental” are only permitted by SUP in the LC, Light Commercial zoning district. Subsequently, the applicant is requesting to add conditions to the PD, Planned Development to allow for the use of “Manufacturing, Light” and Outside Storage, Incidental”.

Layne Glass Company is the business proposing to occupy the subject site. Layne Glass was founded in 1944 and is a well-respected name in the glass and glazing industry. Over the years, the company has expanded its expertise to offer advanced glass solutions, including energy-efficient commercial glass systems, automatic doors and openers, and cutting-edge fabrication technology. Their outside storage needs are primarily for excess aluminum stock lengths (covered) and company trailers. City staff did a tour of their current facility and believes this business operation would be less impactful to the surrounding properties than the previous tenant.

The applicant has also indicated that if they are permitted to occupy this site, they intend to make substantial improvements to the building and property. Additional landscaping

would also be installed throughout the site and between the residential areas to act as a natural noise barrier.

### Planning Analysis:

The City's 2014 Comprehensive Plan designates the subject area as Mixed Use. This land use type is intended to support a compact mix of office, retail, cultural facilities, and medium-to-high density housing, providing the residents with a vibrant blend of opportunities to live, work, shop, and play. Although the proposed light commercial use does not directly reflect the purpose and intent of the mixed-use designation, it is important to consider the history and existing conditions of the property. The last three users of this site included a construction company and a construction equipment supplier. The site has been improved over the years to attract more intensive users with a need for outside storage. When reviewing a proposal that does not directly reflect the purpose and intent of the Comprehensive Plan, the City shall consider the following:

- *Will the proposed change enhance the site and the surrounding area?*
- *Is the necessary infrastructure already in place?*
- *Is the proposed change a better use than that recommended by the Future Land Use Plan?*
- *Will the proposed use impact adjacent residential areas in a negative manner? Or, will the proposed use be compatible with, and/or enhance, adjacent residential areas?*
- *Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility?*
- *Does the proposed use present a significant benefit to the public health, safety and welfare of the community? Would it contribute to the City's long-term economic wellbeing?*

*It is important to recognize that proposals contrary to the 2014 Comprehensive Plan could be an improvement over the uses shown on the map for a particular area. This may be due to changing markets, the quality of proposed developments and/or economic trends that occur at some point in the future after the plan is adopted. If such changes occur, and especially if there is a significant benefit to the City, then these proposals should be approved, and the Future Land Use Map should be amended accordingly.*

|              | <b>Zoning</b>                    | <b>Use</b>             |
|--------------|----------------------------------|------------------------|
| Subject Site | MX, Mixed Use                    | Developed              |
| North        | SF-10, Single-Family Residential | Developed, Residential |
| East         | MX, Mixed Use                    | Developed, Commercial  |
| South        | MX, Mixed Use                    | Developed, Commercial  |
| West         | MX, Mixed Use                    | Developed, Commercial  |

**Financial Considerations:**

No funding or financial participation from the City has been requested by the applicant.

**Legal Review:**

The City Attorney has reviewed the planned development ordinance.

**Board/Citizen Input:**

Planning and Zoning Commission to meet on March 25, 2025.

- Recommended approval by a vote of 4-0
- The commission inquired about the proposed site improvements

City Council to meet on April 7, 2025.

**Attachments:**

Application and Submittal Documents  
Property Photos  
Sec 6.07 – PD Application and Review  
Ordinance 1523-25

**Council Action Requested:**

Motion to approve Ordinance 1523-25 a Planned Development (2025-0226) with a base zoning of LC, Light Commercial allowing for a “Manufacturing, Light” use with an outside storage element for the property described as Lot 13R, Block H, Richland Hills Addition, otherwise known as 6525 Baker Blvd, Richland Hills, Texas 76118

To Whom it May Concern,

Layne Glass, a well-respected name in the commercial glass and glazing industry, was founded in 1944 in Fort Worth, Texas. Established during the post-war industrial boom, Layne Glass initially served the local construction and building needs of the Dallas-Fort Worth area. Over the decades, the company has grown significantly, evolving into a trusted partner for architects, general contractors, building owners, and property managers across North Texas.

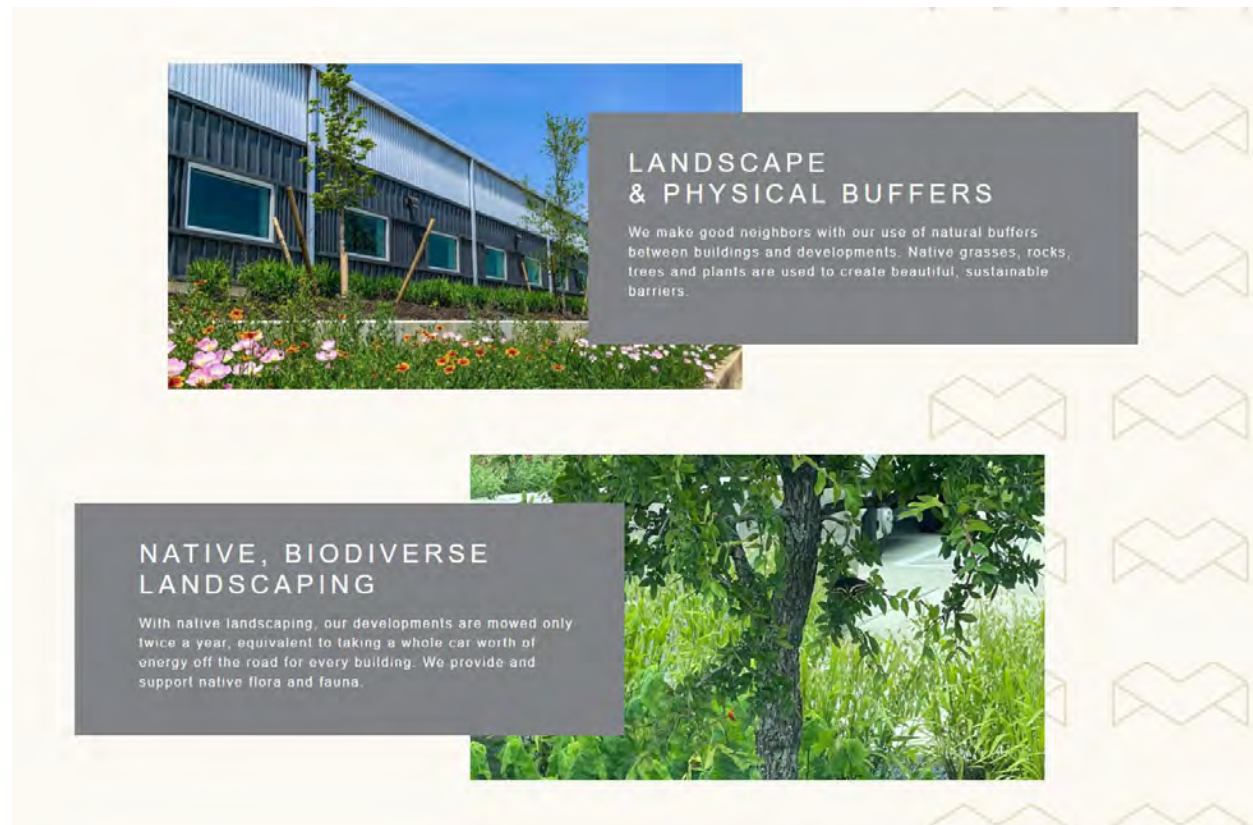
Layne Glass has maintained a commitment to quality, innovation, and community engagement since its inception. Its early projects included landmark buildings in and around Fort Worth, contributing to the city's architectural identity and growth. Over the years, the company has expanded its expertise to offer advanced glass solutions, including energy-efficient commercial glass systems, automatic doors and openers, and cutting-edge fabrication technology. Despite its growth, Layne Glass remains family-oriented and deeply connected to the values of integrity, reliability, and a commitment to local businesses.

**Our Partnership with Richland Hills Brings:**

1. **Economic Growth:** Layne Glass is a well-established company that creates jobs for skilled tradespeople, sales and estimating personnel, project managers, and office staff. As the business continues to grow, it will provide opportunities for both experienced professionals and those just entering the workforce, contributing to the local economy.
2. **Environmental Responsibility:** Layne Glass is dedicated to investing in more energy efficient ways to produce our products, offering energy-efficient glass solutions and using the latest metal cutting CNC machines that reduce the carbon footprint of our fabrication process. We would hope that our innovations in glass technologies align with the community's desire for sustainable development and green initiatives.
3. **Community Engagement:** Layne Glass values its relationships with the local community. As part of their relocation to Richland Hills, they plan to engage in local partnerships, support small businesses, and participate in civic activities, reflecting their deep commitment to the areas where they operate.
4. **Long-Term Stability:** With over 80 years of experience in the industry, Layne Glass has built a reputation for stability and trustworthiness. Their presence in Richland Hills would provide a strong, reliable business partner for the city, contributing to its commercial infrastructure for years to come.

### **Landscaping + Exterior Façade Upgrade**

Due to the location of our proposed campus, our intention would be to enhance the visual and functional aesthetics of this property, very similar to the development recently completed at Sun Valley Industrial Park. The idea would be to incorporate native landscaping in an effort to reduce the water usage, and also to act as a noise barrier to ensure that we are great neighbors for many years to come. More information can be found at [Properties - Sun Valley Industrial Park - Empire Holdings](#).



### **Growth Plans + Workforce**

The existing plan is to continue to grow at 18-20% per year, which allows this particular site to serve as our home for a very long time. In addition to this existing campus, we will continue to look for supporting real estate along Baker Boulevard to aid in our growth as well as our commitment to Richland Hills.

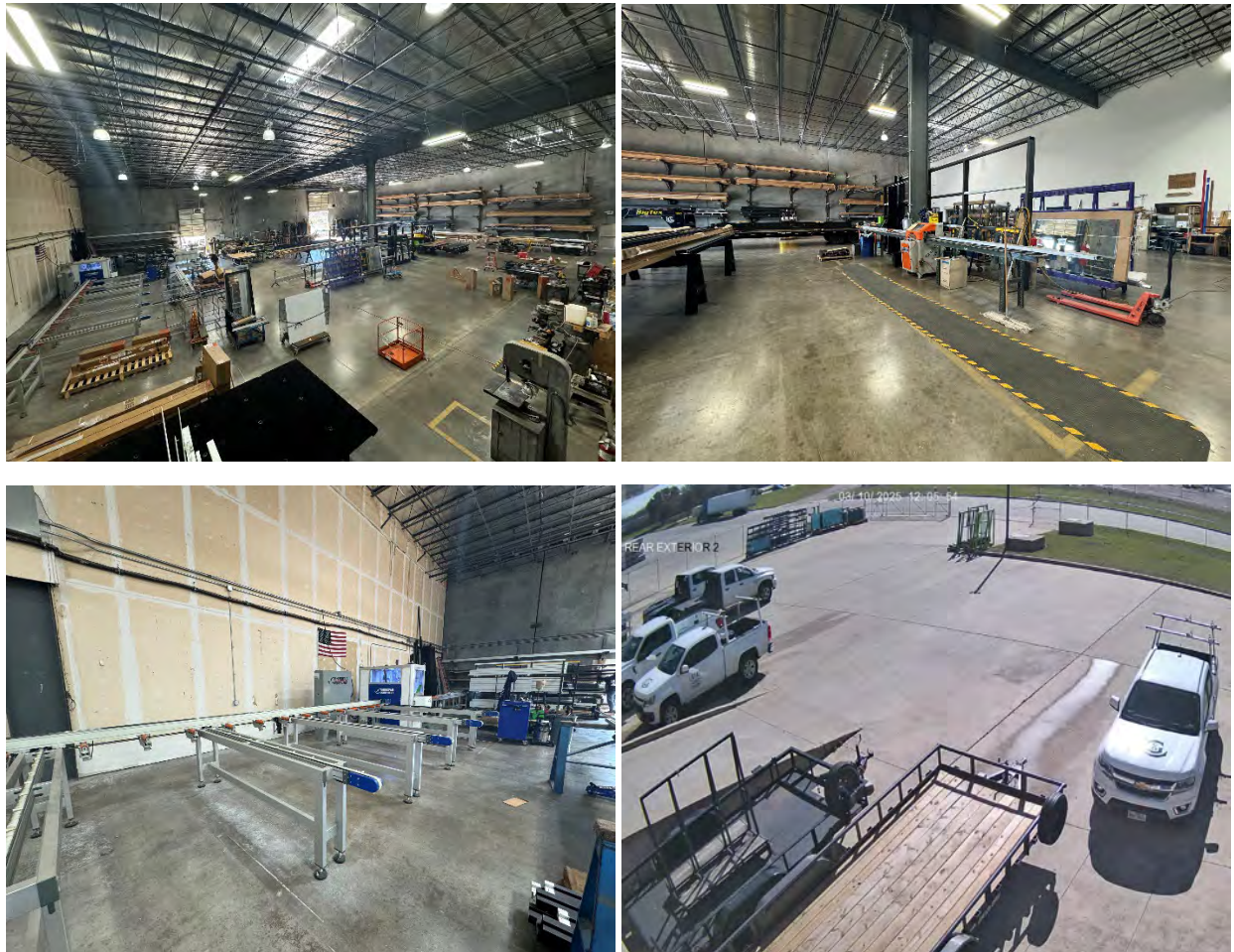
Our current outside storage needs are primarily for excess aluminum stock lengths (covered) and for trailers. Because we provide a finished product to our customers, the majority of our storage is inside.

We currently have approximately 50 employees, and operate M-F from 6:30a-4:30p. In rare instances, we may prepare for upcoming jobs on a Saturday during the day.

### **Traffic + Noise**

Based on our previous conversations with the existing tenant, our belief is that we will additionally cut down on the semi-truck and delivery truck schedule. Both times we toured this property the large truck activity was significant. Our intention would be to continue to schedule these deliveries within our business hours.

We are a fabricator of aluminum storefront, window wall, and curtain wall applications. We have invested in high-tech CNC machines and upcut saws that aid in our production and reduce the noise from more antiquated methods.



In summary, Layne Glass's rich history, commitment to sustainable practices, and dedication to community involvement make it a positive and forward-thinking addition to the Richland Hills community. The company's long-standing presence in North Texas positions it as an asset for local economic growth, employment, and development.

FOR SALE

3B - 6525 Baker Boulevard PD  
Page 7 of 23

41,286 SF

6525 Baker Boulevard  
Richland Hills, Texas



STREAM

# EXECUTIVE SUMMARY

Stream Realty Partners – DFW, as exclusive advisor, is pleased to present the opportunity to acquire 6525 Baker Boulevard in Richland Hills, Texas, a single tenant facility totaling 41,286 square feet leased to DPR Construction through the end of February 2025 with the tenant being a known vacate. Originally built in 1982, the building was fully renovated in 2019 by the current tenant, DPR Construction, including all new mechanical, electrical and plumbing, a new exterior wall associated with an SUP for outside storage and all new Class AA finish office space. A near-term expiration allows an owner / user the opportunity to acquire a turnkey office / warehouse facility.



Front Entrance



Office



Break Room

|                        |                                                                                         |
|------------------------|-----------------------------------------------------------------------------------------|
| Location               | 6525 Baker Blvd,<br>Richland Hills, TX 76118                                            |
| Square Footage         | 41,286                                                                                  |
| Office Square Feet     | +/- 15,061 (Class A finish<br>built in 2019)                                            |
| Building Configuration | Side-Load                                                                               |
| Year Built             | 1982; Completely<br>renovated in 2019                                                   |
| Land Size              | 2.561 Acres                                                                             |
| Loading                | 4 dock high doors (10' x 10')<br>6 Grade-Level                                          |
| Car Parks              | +/- 64 spaces                                                                           |
| Warehouse Clear Height | 14' - 18'                                                                               |
| Sprinklered            | Yes - 100%                                                                              |
| Outside Storage        | +/- 0.50 acres                                                                          |
| Roof Age / Type        | Standing Seem Metal -<br>Elastomeric coating applied<br>8/2021 with 10-year<br>warranty |
| Lease Expiration       | February 2025                                                                           |
| Asking Price           | \$7,000,000                                                                             |

**Available for Occupancy  
March 1, 2025**



183  
TEXAS

820

121  
TEXAS

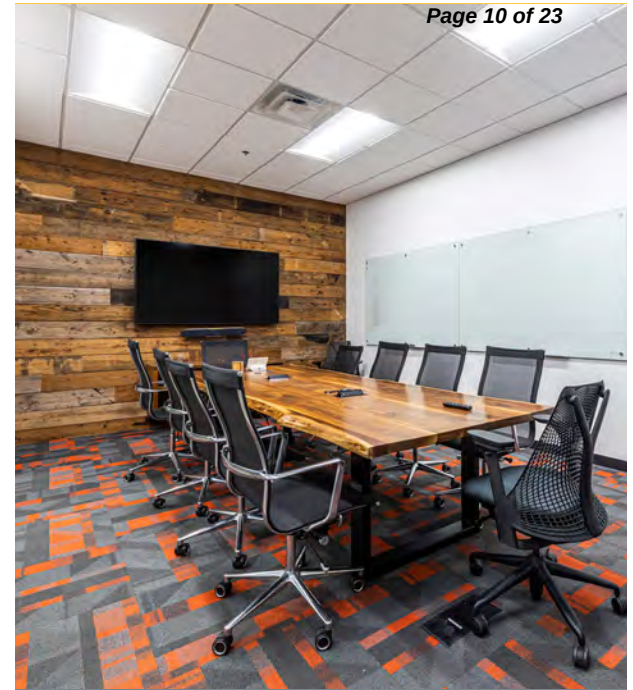
26 BOULEVARD (GRAPEVINE HIGHWAY)

RUFE SNOW DRIVE

BAKER BLVD



Frontage on Baker Road



Large Conference Room



Primary Warehouse Area



West Side Truck Court - Dock High



Secured Outside Storage

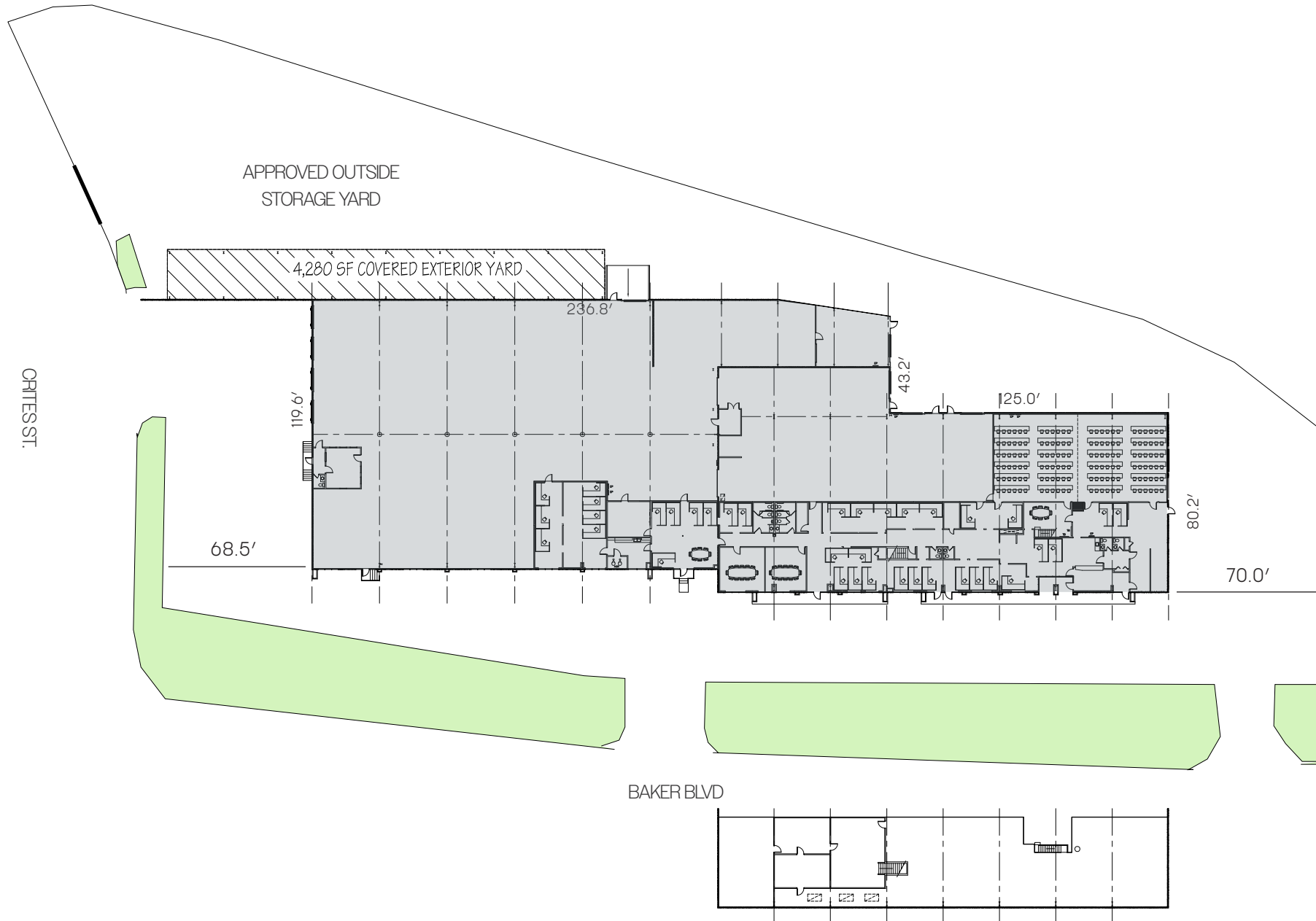


Bathrooms with Showers



Kitchen

# FLOOR PLAN



**§ 6.07. PD Application and Review.****90-6.07.01 General.**

- (A) PD Planned Development Zoning District establishment. An application for a PD Planned Development Zoning District shall be made to the planning and zoning commission and city council in the same manner that an application for any zoning map amendment (rezoning) is made.
- (B) Submission of PD related plats and site plans shall occur after PD establishment. The subsequent applications for plats and site plans within an established PD Planned Development District shall be reviewed and approved separately and independently in accordance with established procedures.
- (C) Land area requirement for PD planned developments. A PD District requires a minimum of two contiguous acres. Acreage may be less than two acres when carrying out the recommendations of the comprehensive plan.

**90-6.07.02 Planned Development (PD) Submission Requirements.**

- (A) The developer of a PD shall follow a 5-step procedure.
  - (1) Pre-application conference.
  - (2) Zoning map amendment (rezoning) application with the submission of planned development master plan, which includes the:
    - (a) PD design statement; and
    - (b) PD Concept Design Map.
  - (3) Preliminary plat, if subdivision occurs and where required by the subdivision ordinance.
  - (4) Final plat, if subdivision occurs and where required by the subdivision ordinance.
  - (5) Application for building permit and site plan reviewed by the DRC.
- (B) Approvals needed before proceeding.
  - (1) Each required step shall be completed and approved before the following step is reviewed.
  - (2) Where appropriate, other methods authorized in the Subdivision Ordinance may be substituted in Step 3. Preliminary Plat, and Step 4. Final Plat, such as an amending plat or minor plat, etc.
  - (3) The planning and zoning commission and city council may, however, review more than one step at the same public hearing.
- (C) Public hearings (rezonings and plats).

## § 6.07

## § 6.07

- (1) Public hearings shall be held on the zoning map amendment (rezoning) application and the planned development master plan in accordance with regular procedures for zoning applications.
- (2) Public hearings on required plats shall be held in accordance with regular procedures established in the subdivision ordinance.

90-6.07.03 Planned Development (PD) Steps for Creation and Development.(A) Step 1. Pre-Application Conference Review.

- (1) At least ten business days prior to submission of an application for zoning map amendment (rezoning) to a PD planned development, the applicant shall submit to the zoning administrator a sketch plan drawn to approximate scale showing streets, lots, public areas, and other significant features. The applicant shall execute an acknowledgement that the pre-application conference does not initiate a vested right.
- (2) The applicant should discuss with the zoning administrator the procedure for adopting a PD planned development and the requirements for the general layout of streets and utilities, access to arterials, or general design and narrative, the availability of existing services, and similar matters.
- (3) The zoning administrator shall also advise the applicant, where appropriate, to discuss the proposed PD planned development with those officials charged with responsibility to review the various aspects of the proposal coming within their jurisdiction.
- (4) The intent of Step 1. Pre-Application Conference Review, is to expedite and facilitate the approval of a planned development master plan.

(B) Step 2. PD Application for Rezoning and Planned Development Master Plan.(1) Procedures and requirements.

- (a) The PD zoning map amendment (rezoning) application shall be filed in accordance with regular procedures and on application forms of the city.
- (b) The planned development master plan, which is submitted with the application for rezoning, shall consist of a PD design statement and a PD Concept Design Map.
- (c) The applicant shall also provide other supporting maps as necessary to meet the submission requirements of this Zoning Ordinance.

- (2) PD design statement. The PD design statement shall be a written report submitted as a part of the planned development master plan containing a minimum of the following elements:

- (a) Title of PD;
- (b) List of the owners and/or developers;

## § 6.07

## § 6.07

- (c) Statement of the general location and relationship to adjoining land uses, both existing and proposed;
  - (d) Description of the PD concept, including an acreage or square foot breakdown of land use areas and densities proposed, a general description proposed, a general description of building use types, proposed restrictions, and typical site layouts;
  - (e) The existing PD zoning districts in the development area and surrounding it;
  - (f) Selection of one conventional zoning district as a base zoning district to regulate all uses and development regulations not identified as being modified (multiple base zoning districts may be selected to accommodate a mixture of land uses in different geographic areas);
  - (g) A list of all applicable special development regulations or modified regulations to the base zoning district; plus a list of requested subdivision waivers to the Subdivision Ordinance or other applicable development regulations;
  - (h) A statement identifying the existing and proposed streets, including right-of-way standards and street design concepts;
  - (i) The following physical characteristics: elevation, slope analysis, soil characteristics, tree cover, and drainage information;
  - (j) A topographic map with minimum five-foot contour intervals;
  - (k) Drainage information, including number of acres in the drainage area and delineation of applicable flood levels;
  - (l) A statement of utility lines and services to be installed, including lines to be dedicated to the city and which will remain private;
  - (m) The proposed densities, and the use types and sizes of structures; and
  - (n) A description of the proposed sequence of development.
- (3) PD Concept Design Map.
- (a) The PD Concept Design Map shall be a graphic representation of the development plan for the area of a PD planned development.
  - (b) The zoning administrator shall establish an application form outlining all requirements of the PD Concept Design Map and shall be responsible for maintaining and revising the application form.
- (4) Approval of the planned development master plan.
- (a) Upon final approval by the city council of the planned development master plan and the appropriate ordinance of rezoning, these elements

## § 6.07

## § 6.07

shall become a part of the Official Zoning District Map.

- (b) The rezoning ordinance shall adopt the planned development master plan by reference, and it shall be attached to said ordinance and become a part of the official records of the city.

(5) Expiration of planned development master plan.

- (a) If, after two years from the date of approval of a planned development master plan, no substantial development progress has been made within the PD, then the planned development master plan shall expire.
- (b) If a planned development master plan expires, a new planned development master plan must be submitted and approved according to the procedures within this section.
  - 1. An extension to the two-year expiration shall be granted if a development application for the PD has been submitted and is undergoing the development review process or if the zoning administrator determines development progress is occurring.

(6) Use and development of the property.

- (a) The planned development master plan shall control the use and development of the property, and all building permits and development requests shall be in accordance with the plan until it is amended by the city council.
- (b) The developer shall furnish a reproducible copy of the approved PD Concept Design Map for signature by the mayor and acknowledgement by the city secretary.
- (c) The planned development master plan, including the signed map and all supporting data, shall be made a part of the permanent file and maintained by the city secretary.

(C) Step 3. Preliminary Plat.

- (1) If the subdivision of land is to occur, then after city council approval of the zoning map amendment (rezoning) with the associated planned development master plan, the developer shall prepare a preliminary plat for the entire development area.
- (2) Where a recorded plat exists and where there will be no extensive easements, no homeowners or property owners associations, no plat restrictions, and no sale of lots that do not conform to the platted lot lines, the city council may waive the platting requirement.

(D) Step 4. Final Plat.

- (1) Where a subdivision plat is required, the developer shall prepare a final plat for

## § 6.07

## § 6.07

review, approval, and filing of record according to procedures established by the city council. In addition to these procedures, the final plat shall include:

- (a) Provisions for the ownership and maintenance of common open space and detention/retention ponds. Said open space shall be dedicated to a private association or dedicated to the public provided that a dedication to the public shall not be accepted without the approval of the city council.
- (b) A homeowners and property owners association shall be created if other satisfactory arrangements have not been made for improving, operating, and maintaining common facilities, including private street drives, fire lanes, service and parking areas and recreation areas.
- (2) If no plat is required, then proof of the items identified in subsections (D)(1)(a) and (D)(1)(b) above, shall be submitted and approved as a part of the planned development master plan at the time the zoning map amendment (rezoning) is considered for approval.
- (E) Step 5. Site Plan. A site plan shall be submitted upon the application for a building permit and reviewed in accordance with procedures established in section 6.06 Site Plan Requirements.

90-6.07.04 Planned Development (PD) Modifications.

- (A) Minor PD amendment and adjustment. The zoning administrator may approve or defer for city council consideration a minor PD amendment and adjustment to the planned development master plan provided all of the following conditions are satisfied:
  - (1) The project boundaries are not altered.
  - (2) Uses other than those specifically approved in the planned development master plan are not added. Uses may be deleted but not to the extent that the character of the project is substantially altered from the character described within the PD design statement.
  - (3) The allocation of land to particular uses or the relationship of uses within the project are not substantially altered.
  - (4) The density of housing is not increased more than ten percent or decreased by more than 30 percent.
  - (5) The land area allocated to nonresidential uses is not increased or decreased by more than ten percent.
  - (6) Floor area, if prescribed, is not increased or decreased by more than ten percent.
  - (7) Floor area ratios, if prescribed, are not increased.
  - (8) Open space ratios, if prescribed, are not decreased.

§ 6.07

§ 6.07

(B) Zoning administrator approval.

- (1) The zoning administrator shall determine if proposed amendments to an approved planned development master plan satisfy the above criteria.
- (2) If the zoning administrator finds that these criteria are not satisfied, an amended planned development master plan shall be submitted for full review and approval according to the procedures set forth in these regulations.

90-6.07.05 Reversion.

(A) Property owner request.

- (1) If the property owner decides to abandon the PD concept and nullify the planned development master plan, he shall make application for rezoning either to the original status or to a new classification.
- (2) Said application shall be heard according to regular rezoning procedures utilized by the planning and zoning commission and city council.

[ Ord. No. 1273-14, § 1(Exh. A), 5-6-2014 ]

**ORDINANCE NO. 1523-25**

**AN ORDINANCE AMENDING CHAPTER 90 OF THE RICHLAND HILLS CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY CHANGING THE ZONING OF CERTAIN PROPERTIES, SPECIFICALLY LOT 13R, BLOCK H, RICHLAND HILLS ADDITION, OTHERWISE KNOWN AS 6525 BAKER BLVD, RICHLAND HILLS, TEXAS 76118, CURRENTLY ZONED AS MIXED USE (MX), TO PLANNED DEVELOPMENT (PD) WITH A BASE ZONING OF LIGHT COMMERCIAL (LC) TO ALLOW FOR THE REGULATION OF LIGHT MANUFACTURING USES; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, a change in the zoning of the properties listed below was requested by persons or entities having a proprietary interest in those properties; and

**WHEREAS**, a public hearing was held at a meeting of the Planning and Zoning Commission on March 25, 2025, and of the City Council on April 7, 2025, with respect to the proposed use changes described herein; and

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

**WHEREAS**, the City Council of the City of Richland Hills does hereby deem it advisable and in the public interest to amend Chapter 90 of the City Code, as amended, as described herein.

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

**SECTION 1.  
PROPERTY RE-ZONED**

Chapter 90, as amended, is hereby amended by rezoning the property located at Lot 13R, Block H, Richland Hills Addition, otherwise known as 6525 Baker Blvd, Richland Hills, Texas 76118, and being more particularly described on the attached **Exhibit A**, from Mixed Use (MX) to Planned Development (PD) with a base zoning of LC (Light Commercial), with additional regulations as set forth in Section 3 of this Ordinance.

**SECTION 2.  
DIRECTION TO AMEND THE OFFICIAL ZONING MAP**

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in uses approved herein.

**SECTION 3.  
PROPERTY SUBJECT TO ZONING ORDINANCE**

The use of the properties hereinabove described shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Richland Hills, Texas, for the zoning district into which they have been assigned. The Planned Unit Development district created herein affecting above-referenced properties shall be specifically subject to the regulations applicable to the Light Commercial zoning district:

1. All Permitted (P) uses, according to the most current adopted Land Use Chart for the Light Commercial zoning district are hereby permitted and shall include the uses listed in 2(A) of this Section.
2. If a proposed land use is allowed by Specific Use Permit (S), according to the most current adopted Land Use Chart for Light Commercial districts, then the requirements set forth by Chapter 90 of the City Code for Specific Use Permits shall remain in full effect. This Planned Development does not amend any requirements set for by the City Code except for the following:
  - A. The following land uses are permitted by right within the PD District shown on **Exhibit A**:
    1. Manufacturing, Light
    2. Outside Storage, Incidental

#### **SECTION 4. ORDINANCE CUMULATIVE**

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

#### **SECTION 5. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS**

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

#### **SECTION 6. SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

#### **SECTION 7. PENALTY CLAUSE**

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

#### **SECTION 8. PUBLICATION CLAUSE**

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

**SECTION 9.  
EFFECTIVE DATE**

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

**APPROVED AND ADOPTED** at a regular meeting of the Richland Hills City Council on April 7, 2025, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and \_\_\_\_\_ abstentions.

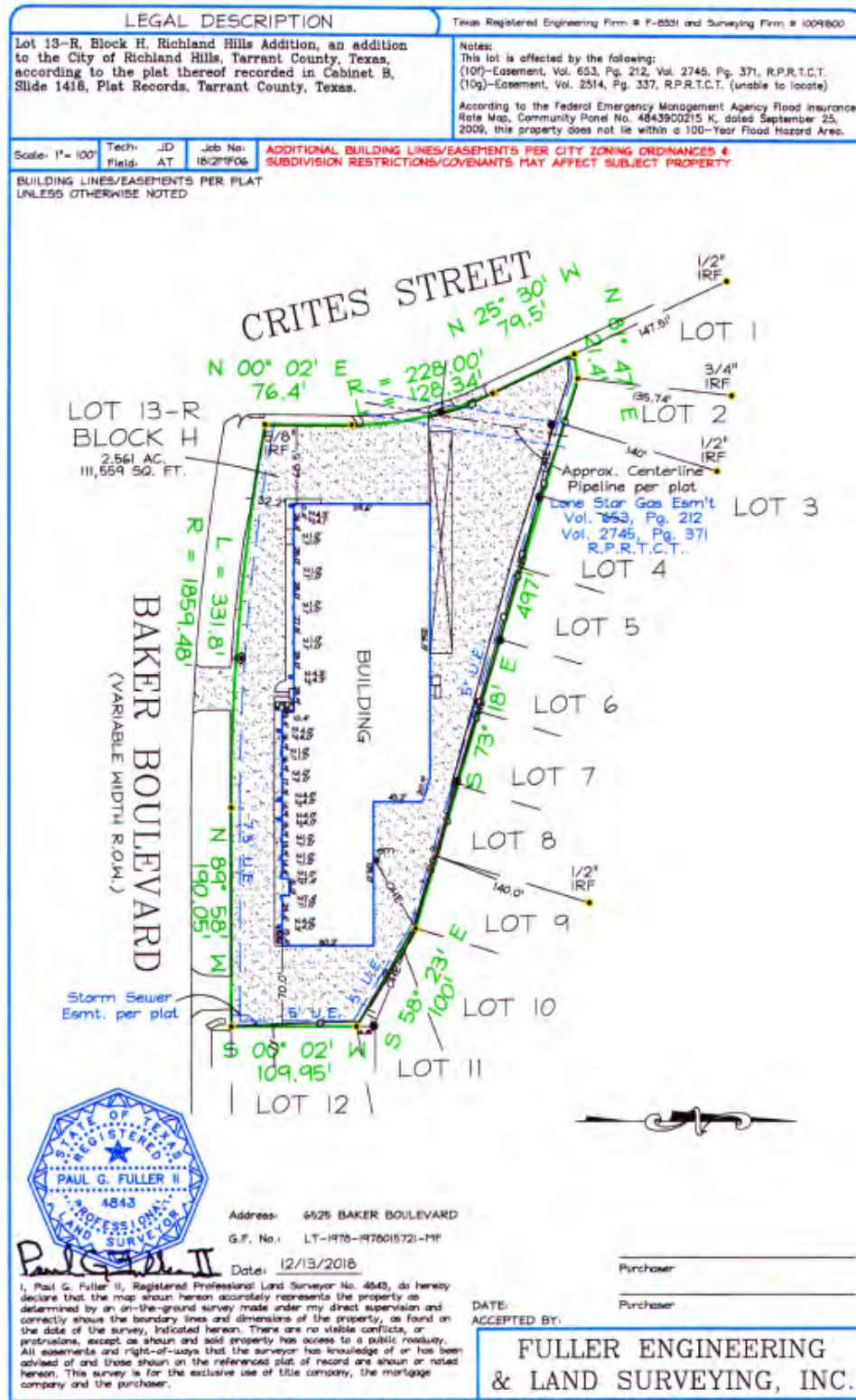
**APPROVED:**

\_\_\_\_\_  
THE HONORABLE CURTIS BERGTHOLD, MAYOR

**ATTEST:**

\_\_\_\_\_  
LINDSAY RAWLINSON, CITY SECRETARY

# EXHIBIT A Legal Description



# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: JP Ducay, Director of Planning and Development Services

Date: April 7, 2025

Subject: 7206 Latham Drive – New SUP

---

## Agenda Item:

Consider Ordinance 1524-25 amending Ordinance 1463-22 to increase the maximum number of food trucks permitted on the City Market property described as Popplewell, S Survey, Abstract 1241, Tract 2J, otherwise known as 7206 Latham Drive, Richland Hills, Texas 76118  
**PUBLIC HEARING**

## Background Information:

In October of 2022, Dan Boykin (owner/applicant) requested a Specific Use Permit (SUP) to allow for the operation of a “Farmers Market” at 7206 Latham. This SUP request was approved with the following conditions applied to the ordinance:

1. Two portable restrooms are permitted to stay on site for a period of one (1) year from the effective date of this SUP ordinance, on the condition that screening is provided when the farmer’s market is not in operation. Following the one (1) year term, portable restrooms are prohibited one site.
2. No more than three (3) food trucks shall be permitted to operate on site at any one time. One main food truck, depicted as “Café” on the site plan attached hereto as Exhibit B, that is to be permanently located on site shall be allowed to be connected to City utilities (water, sewer, and electric). No other food trucks shall be allowed to be connected to City utilities.
3. Within one (1) year from the effective date of this SUP ordinance, the North Storage building, as depicted on the site plan attached hereto as Exhibit B, shall be converted to restrooms.
4. The dumpster on site shall be screened per City ordinances.

On February 19, 2025, an application was submitted by Luther Boykin (applicant) requesting to amend the original SUP ordinance to increase the maximum number of food trucks permitted at the City Market. According to the applicant, an increased number of food trucks will draw more foot traffic to their venue, and in turn, draw more attention to the City of Richland Hills.

**Planning Analysis:**

The primary considerations should include whether the subject site can accommodate an increase in food trucks while maintaining compliance with the Food Truck Park and Mobile Food Vender Ordinances.

**Financial Considerations:**

Approval of the Specific Use Permit will require no additional funding from the City.

**Legal Review:**

The City Attorney has reviewed the draft ordinance.

**Board/Citizen Input:**

The Planning and Zoning Commission on March 25, 2025.

- Recommended approval by a vote of 4-0

City Council on April 7, 2025.

**Attachments:**

Application & Submittal Docs  
Property Photos  
Food Truck Park Ordinance  
Ordinance 1524-25

**Council Action Requested:**

Motion to approve Ordinance 1524-25 amending Ordinance 1463-22 to increase the maximum number of food trucks permitted on the City Market property described as Popplewell, S Survey, Abstract 1241, Tract 2J, otherwise known as 7206 Latham Dr, Richland Hills, Texas 76118.



## Richland Hills Development Services

3200 Diana Drive | Richland Hills, TX, 76118

817-616-3800 | richlandhills.com

### Zoning Application

#### Application Type

- |                                                                         |                                                               |
|-------------------------------------------------------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> Specific Use Permit (Fee: \$300.00) | <input type="checkbox"/> Planned Development (Fee: \$300.00)  |
| <input type="checkbox"/> Zoning Text Amendment (Fee: \$300.00)          | <input type="checkbox"/> Zoning Map Amendment (Fee: \$300.00) |

#### Applicant Information

Applicant's Name: Luther Boykin

Business Name: City Marketplace 7206

Phone: 817-808-3939 Email Address: citymarketplace7206@gmail.com

#### Property Information

Property Address: 7206 Latham Drive, Richland Hills TX 76118

Square Feet: 58,000 Deed Date: August 2019

Building Owner: Luther Boykin

Company: City Marketplace 7206

Phone: 817-808-3939

Owner Address: 7206 Latham Drive, Richland Hills TX 76118

Owner Phone Number: 817-808-3939

Owner Email Address: citymarketplace7206@gmail.com

Previous Occupant: AT&T Current Zoning: Commercial

#### Zoning Request

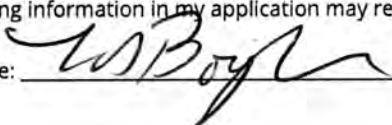
Please provide a detailed description of your request: Increase permit for Food Trucks allowed on site from 3 to 6.

\_\_\_\_\_

\_\_\_\_\_

#### Signature

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

Signature:  Date: 02.19.2025

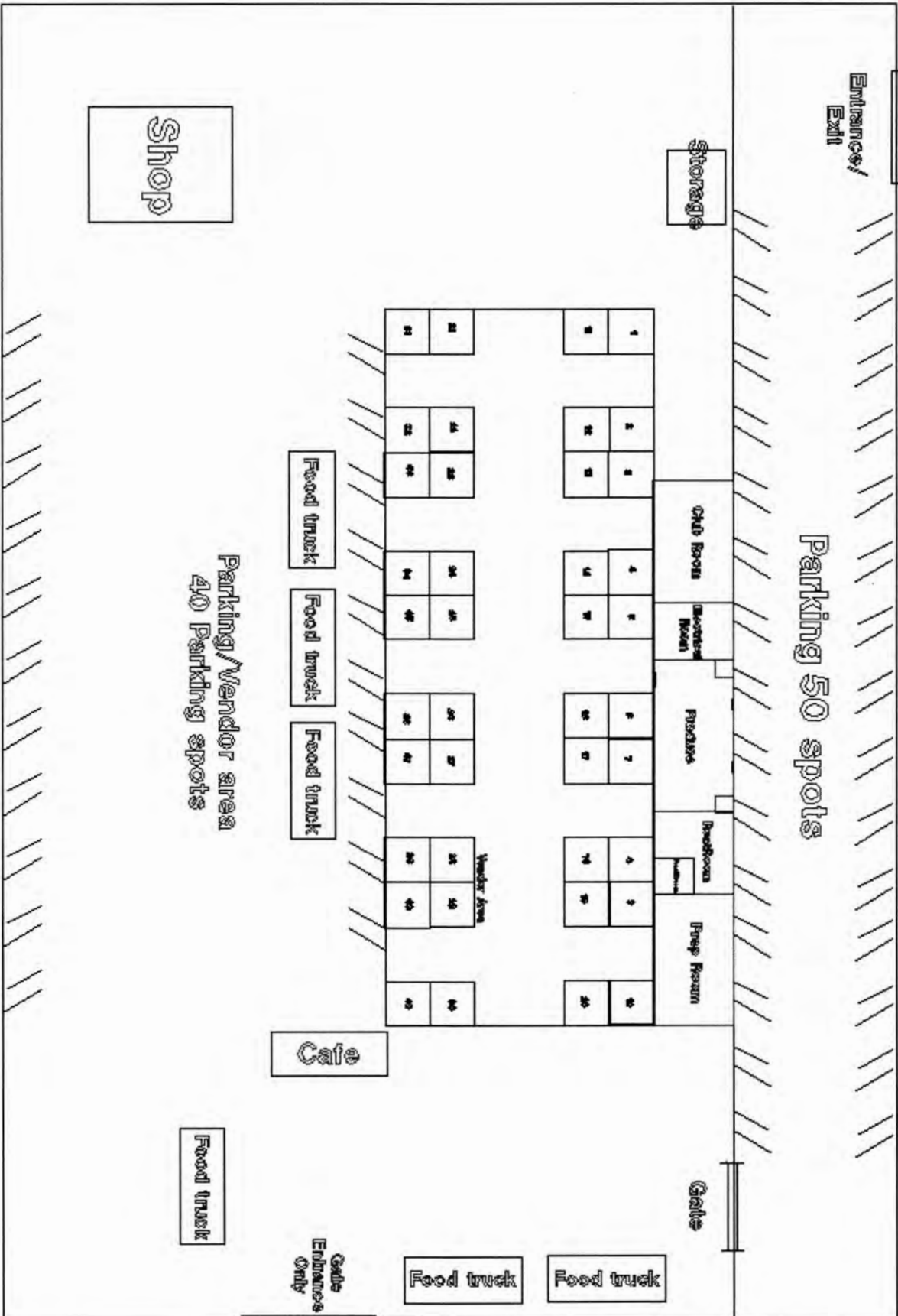
| Public Hearing Information            |                                  |             |
|---------------------------------------|----------------------------------|-------------|
| Planning & Zoning Hearing Date: _____ | City Council Hearing Date: _____ |             |
| Permit Number: _____                  | Receipt Number: _____            | Date: _____ |
| Notes: _____                          |                                  |             |
| _____                                 |                                  |             |
| _____                                 |                                  |             |
| Received by: _____                    |                                  |             |

#### 3.4.25

##### City Market SUP Request

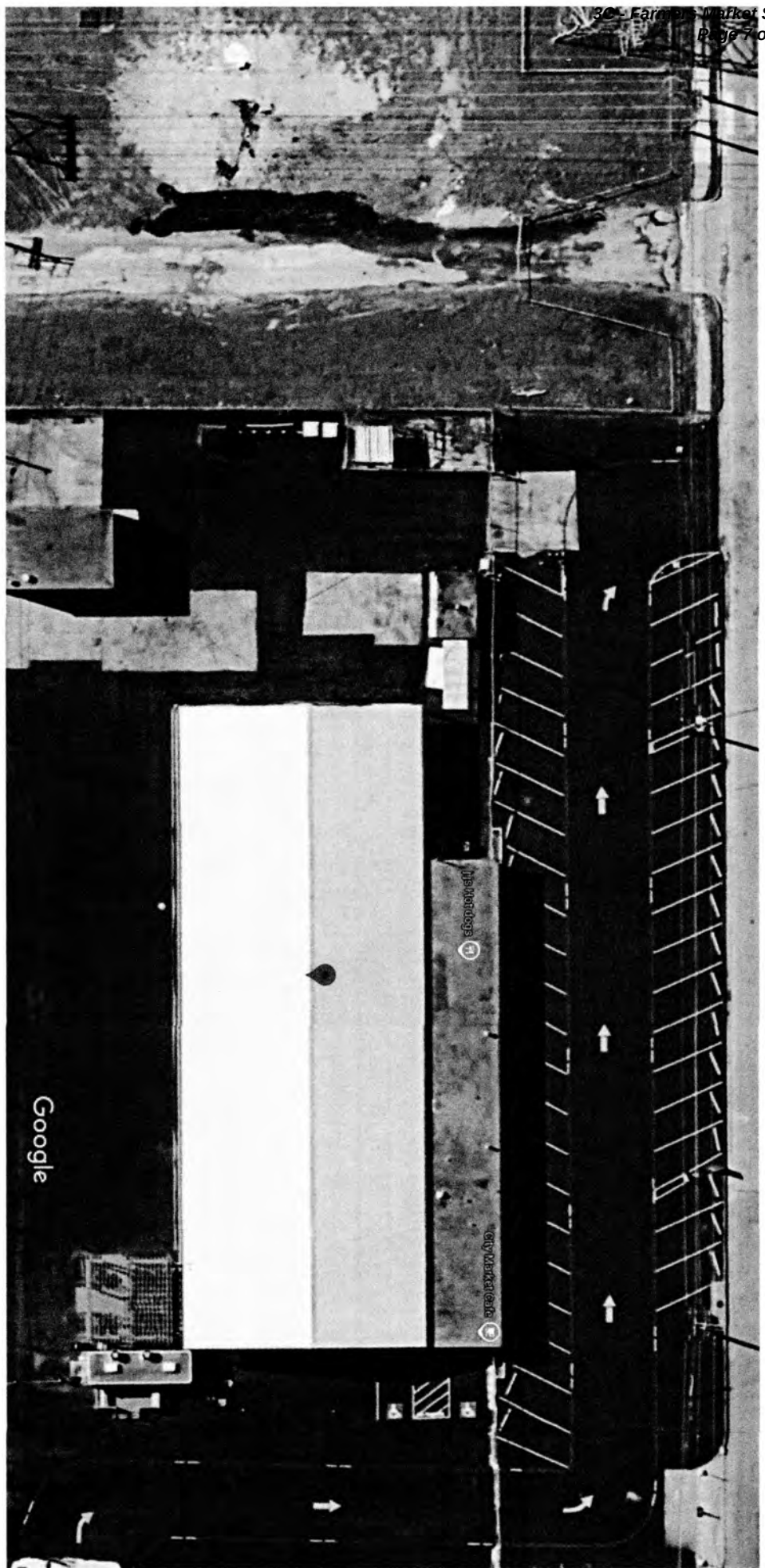
The purpose of City Marketplace 7206 is to have a local place in Richland Hills to foster community and relationships. As our events grow and our venue draws more attention, we want to increase Food Trucks on site in order to better accommodate the community's needs. We would like to increase the space allocated for Food Trucks from 3 to 6. We believe this will draw more foot traffic to our venue, and in turn, draw more attention to the city of Richland Hills. We would like City Marketplace 7206 to be a place where people can gather for all their needs, food included.

7208 Latham Dr., Richland Hills, TX 76118



Google Maps

7206 Latham Dr



Google

## Property Photos 7206 Latham



Food truck park.

**(a)** Certificate of Occupancy Required. A Certificate of Occupancy is required for the operation of a Food Truck Park. A Certificate of Occupancy must be sought after the approval of a Specific Use Permit and corresponding commercial site plan.

**(b)** Food Truck Parks shall only be permitted on private platted property.

**(c)** Permanent restroom(s) located within a permitted building/structure must be provided on-site within the Food Truck Park for the use of the owners, operators, and customers of the Mobile Food Vendors and Food Truck Park. Such restroom(s) must remain open and available for use at all times during which the Food Truck Park is being operated. No portable or temporary restroom(s) shall be allowed.

**(d)** Food Truck Parks are required to provide electricity access for the individual Mobile Food Vendors that operate at the site. Individual Mobile Food Vendors are not allowed to operate a generator at a Food Truck Park unless emergency circumstances necessitate the use of a generator.

**(e)** There must be a designated manager of the Food Truck Park that is responsible for the orderly organization of the Mobile Food Vendors, the cleanliness of the site, and the site's compliance with all rules and regulations during the hours of operation.

**(f)** Food Truck Parks must provide an area of sufficient size that is made with compacted gravel base, concrete, decomposed granite, or asphaltic surface materials on which the Mobile Food Vendors may park and operate. Mobile Food Vendors shall not be parked on an unimproved surface. Customer parking must be finished with concrete or asphaltic surface materials.

**(g)** Food Truck Parks shall only be allowed to engage in sales operations between the hours of 7:00 a.m. and 12:00 a.m.

**(h)** Garbage/Recycling.

**1.** Food Truck Parks shall provide containers of sufficient size and number for disposal of refuse and recyclables resulting from the operation and sales of the Food Truck Park.

**2.** Any refuse, recyclable, and/or litter on the ground at the Food Truck Park shall be immediately picked up and discarded appropriately by the Mobile Food Vendor or the Food Truck Park's designated manager. Refuse and/or recyclables must be removed from the Food Truck Park at least daily or more frequently as needed to remove excess refuse and/or recyclables for the property thereby avoiding the creation of unsanitary or unhealthy conditions or nuisances.

**3.** Grease, oils, vapors and other similar food preparation byproducts shall be kept in the Mobile Food Vendor at all times. Dumping, or the improper disposal, of food preparation byproducts on to the ground, pavement or other surface or into a storm water collection system or other system not designed for the specific use is strictly prohibited and may result in the immediate revocation of all permits and licenses of the Food Truck Park in addition to the performance of any necessary remediation and the issuance of citations and fines.

**4.** Sewage, liquid wastes and food preparation byproducts shall be removed from the Mobile Food Vendor at an approved waste servicing area in such a way that public health hazard or nuisances are not created.

18-101 Mobile food vendors.

(a) Permit required.

Except as part of a food truck park, a mobile food vendor must have written permission from the owner or the owner's authorized representative of a property containing a mobile food vendor operation where a mobile food vendor may be located from time to time. A mobile food vendor must apply for a mobile food vendor operation permit from the community development department prior to operating a mobile food vendor on said property. The permit application shall include information that details where the mobile food vendor will be located on the property along with the location of any refuse receptacle(s), restroom(s), vehicle parking, dining area(s), and any other pertinent information regarding the operation of the mobile food vendor on and about the mobile food vendor operation site. Additional information requested by the city, as may be deemed necessary by the city manager, or his/her designee, to thoroughly review the application in unique circumstances shall also be submitted as part of the permit application.

(b) All applications must be accompanied by payment of the permit fee listed in appendix A, Fee Schedule, Richland Hills Code.

(c) Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the electrical code as adopted by the city.

(d) Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m., seven days a week.

(e) All signage pertaining to or advertising a mobile food vendor and/or its menu shall be attached to the mobile food vendor. There shall be no limit to the amount of signage that is allowed on a mobile food vendor. The only temporary sign allowed is one sandwich board sign per mobile food vendor and shall be displayed within ten feet of the mobile food vendor.

(f) A drive-through is not permitted in conjunction with the mobile food vendor.

(g) Mobile food vendors shall not operate in required parking spaces, driveways, fire lanes, or public roads.

(h) Sales of food from a stationary vehicle excludes catering trucks.

(i) Mobile food vendors are prohibited in a temporary building.

(j) A waste receptacle is required for every mobile food vendor and waste shall be removed daily.

(k) No more than two active mobile food vendors may be permitted and operating on any single property at the same time.

(l) Seasonal mobile food vendors, including, but not limited to, snow cone trailers, must be currently operating to remain on the authorized property. No mobile food vendors can be left on property if closed for the season.

(m) A permit issued in accordance with this division is only valid for one calendar year.

[\(n\)](#) The regulations contained in this division do not apply to a mobile food vendor operating at a city organized event.

[\(o\)](#) A mobile food vendor operating under a permit issued under this division must also comply with all Tarrant County Health Department regulations applicable to mobile food vendors, including but not limited to, when applicable, a mobile food vendor must report to a commissary as required.

**ORDINANCE NO. 1524-25**

**AN ORDINANCE AMENDING ORDINANCE 1463-22, BY AMENDING THE CONDITIONS GRANTED AS A PART OF THE SPECIFIC USE PERMIT PERMITTING A FARMER'S MARKET ON CERTAIN PROPERTY LOCATED AT 7206 LATHAM DRIVE, RICHLAND HILLS, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**WHEREAS**, in accordance with the Comprehensive Zoning Ordinance, the owner of the property referenced below has filed an application for a specific use permit amending the previously approved conditions; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City on March 25, 2025, and by the City Council of the City on April 7, 2025 with respect to the use changes described herein; and

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

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

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

**SECTION 1.  
SPECIAL USE PERMIT GRANTED**

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

Applicant: Luther Daniel Boykin, Jr.

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

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

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

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

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

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

The use of the property described herein shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable

and pertinent ordinances of the City for the zoning district into which they have been assigned.

#### **SECTION 4. ORDINANCE CUMULATIVE**

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

#### **SECTION 5. PENALTY CLAUSE**

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

#### **SECTION 6. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS**

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90 of the Richland Hills Code, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

#### **SECTION 7. SEVERABILITY CLAUSE**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 8.  
PUBLICATION CLAUSE**

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

**SECTION 9.  
EFFECTIVE DATE**

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

**APPROVED AND ADOPTED** at a regular meeting of the Richland Hills City Council on April 7, 2025, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, and \_\_\_\_\_ abstentions.

**APPROVED:**

\_\_\_\_\_  
THE HONORABLE MAYOR CURTIS BERGTHOLD

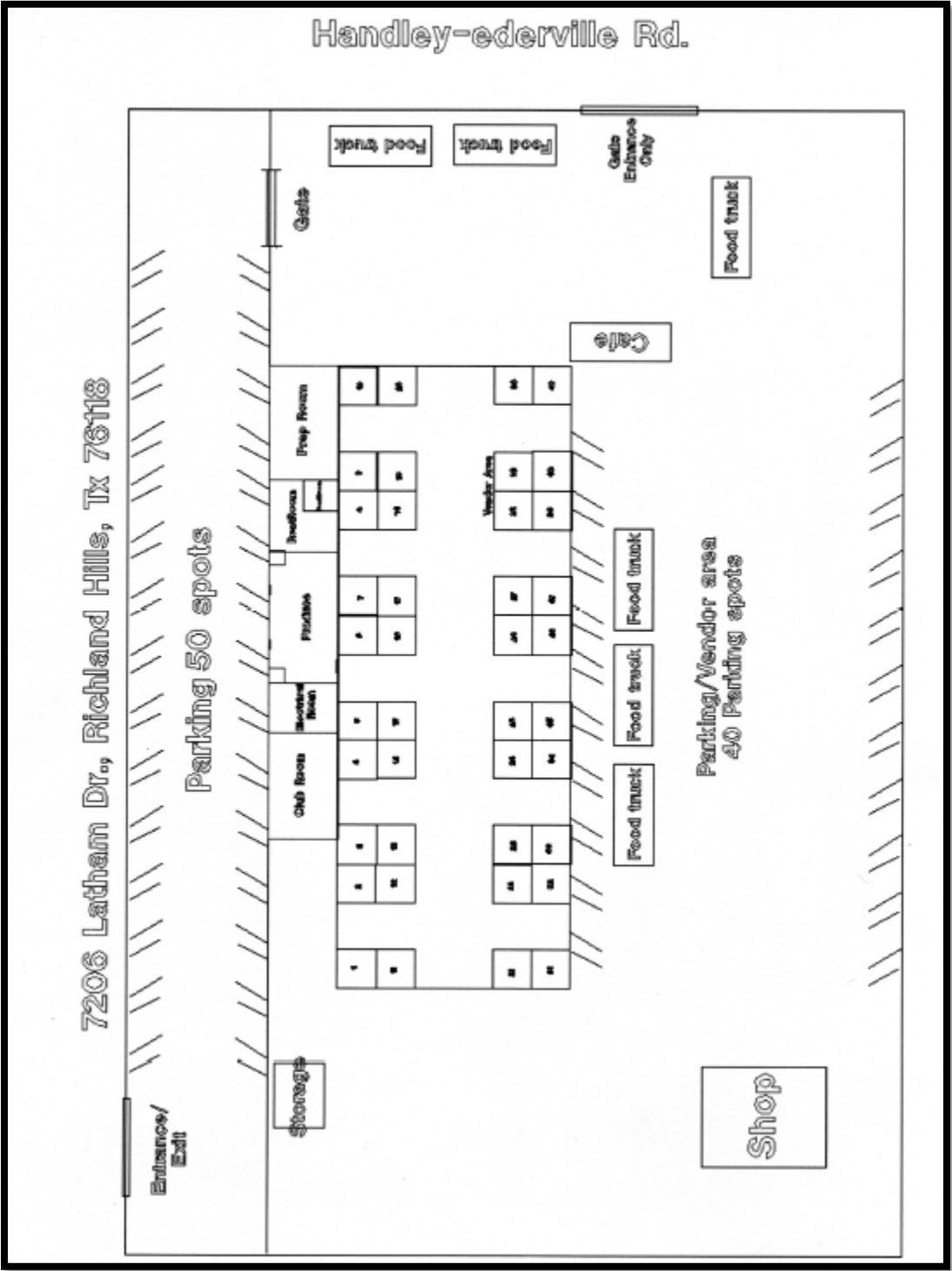
**ATTEST:**

\_\_\_\_\_  
LINDSAY RAWLINSON, CITY SECRETARY

## **EXHIBIT A**

- 1) Two portable restrooms are permitted to stay on site for a period of one (1) year from the effective date of this SUP ordinance, on the condition that screening is provided when the farmer's market is not in operation. Following the one (1) year term, portable restrooms are prohibited one site.**
- 2) No more than six (6) food trucks shall be permitted to operate on site at any one time. One main food truck, depicted as the "Café" on the site plan attached hereto as Exhibit "B", that is to be permanently located on site shall be allowed to be connected to City utilities (water, sewer, and electric). No other food trucks shall be allowed to be connected City utilities.**
- 3) Within one (1) year from the effective date of this SUP ordinance, the North Storage building, as depicted on the site plan attached hereto as Exhibit "B", shall be converted to restrooms.**
- 4) The dumpster on site shall be screened per City ordinances.**

EXHIBIT B



# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

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

Date: April 7, 2025

Subject: Series 2023 Street Projects Bid Award

---

## **Agenda Item:**

Consider award of bid for the Series 2023 Certificates of Obligation Street Reconstruction Projects to Reliable Paving, Inc. in the amount of \$3,203,201

## **Background Information:**

In September 2023, the Richland Hills City Council issued Certificates of Obligation for the design and reconstruction of six (6) street segments. Original planning stated that all street segments would include paving, water, and / or sewer reconstruction. After further research and in-field analysis, it was determined that the six (6) street segments within the project would include the following:

- Jameson Street – Gerome to Faye (sewer and paving)
- Joanne Court - Mathews to Cul-de-sac (water, storm drain, and paving)
- Mary Boaz Drive – Lavon to Marceille (paving)
- Mary Boaz Drive – Marceille to Jameson (paving)
- Brooks Avenue – Rufe-Snow to Holder (water and paving)
- Oxley Drive Evergreen to Booth-Calloway (water and paving)

Halff Associates completed the design and engineering portion of the project in Fiscal Year 2024, and at the request of staff, waited to bid the construction of the project until Atmos started work on all subsurface utility engineering (SUE). All related SUE was started in January 2025, and the project was put out to bid later that month. Bids were opened on March 13, 2025, and five (5) responsive bids were received. The bids ranged from a high bid of \$3,881,602 to a low bid of \$3,203,200.90. Reliable Paving, Inc. submitted the lowest responsive bid.

Halff Associates conducted three (3) reference checks on Reliable Paving for similar work completed in the recent past. All three references provided positive feedback and recommendations. Reliable Paving holds the unit price contract for street, curb and gutter repair with the City of Richland Hills and recently completed roadway patching projects throughout the city. The Public Works Department's experience with Reliable Paving has always been positive.

City staff and Halff Associates met with Reliable Paving on March 31, 2025 to ensure that all parties understood the desired outcomes and service expectations. Staff believes that Reliable Paving will be able to meet expectations and successfully complete the project within budget and on time.

**Financial Considerations:**

On September 11, 2023, the City Council approved Ordinance 1482-23 providing for the sale and issuance of the City of Richland Hills, Texas, Combination Tax and Waterworks and Sewer System Revenue Certificates of Obligation (CO) in the amount of \$8,992,938.

Halff Associates serves as the City's Engineer of Record and was asked to provide professional engineering services for the Series 2023 CO Street Reconstruction Projects. In January 2024, City Council approved for Halff Associates to provide the following engineering services at a cost of \$421,600:

- Surveying
- Subsurface Utility Engineering
- Utility Coordination
- Project Plan & Spec Development
- Floodplain Development Permit

Funding for the construction of the Series 2023 CO Street Reconstruction Projects was originally budgeted at approximately \$5.5 million and included paving, water, and / or sewer for all road segments within the project. After further research and in-field analysis, it was determined that some utilities had recently been replaced or did not need to be replaced, lowering the estimated cost of the project to \$4.2 million. Reliable Paving's bid came in at \$3,203,200.90. The total approximate cost of the project is \$3,624,801.

**Legal Review:**

N/A

**Board/Citizen Input:**

N/A

**Attachments:**

Halff Associates Letter of Recommendation  
Bid Tabulation Sheet  
Reliable Paving, Incorporated, Bid Proposal

**Council Action Requested:**

Motion to award bid for the Series 2023 Certificate of Obligation Street Reconstruction Projects to Reliable Paving in the amount of \$3,203,201



March 17, 2025  
AVO 31515.WO35

Mr. Kip Dernovich  
Director of Neighborhood Services  
City of Richland Hills  
3200 Diana Drive  
Richland Hills, Texas 76118

Re: Certificates of Obligation 2023 Series Streets Projects.

Dear Mr. Dernovich:

Bids were opened on the above-referenced project on Thursday, March 13, 2025, at the City of Richland Hills. Five (5) bids were received, and they ranged from a high bid of \$3,881,602.00 to a **low bid of \$3,203,200.90. Reliable Paving** was the low bidder.

We have reviewed the references provided by the low bidder, Reliable Paving, and contacted the City of Seagoville, the City of White Settlement, and the City of Coppell.

In a conversation with Mr. Chris Ryan with the City of Seagoville concerning Reliable Paving's performance on their Hall Road project, Chris spoke very highly of Reliable's performance. This project was approximately 800 ft of concrete roadway with residential driveways. Mr. Ryan detailed that this was a very complex job because the entire street had to be hand poured and poured in sections to maintain access to the residents. He also stated that with the City's inspection services, any sort of cracking in the concrete no matter how minor, it is required to tear out that concrete and repour the section and Reliable Paving had absolutely zero cracking in their pavement. This project was completed on time and on budget. Overall Mr. Ryan believes that Reliable Paving has been a very good company to work with and handled this project very well and would recommend working with them again.

We also spoke with Mr. Larry Hoover with the City of White Settlement about Reliable Paving's performance on the ongoing Kimbrough Street Project. This is a residential full asphalt reconstruction that included water, sanitary sewer, and storm drain. Mr. Hoover stated that the utility work is complete, and the paving is about a third of the way completed. He believes this job will still be completed on time. Reliable Paving subbed out the utility work to Tejas Commercial and Mr. Hoover stated that the job was done very well on the utilities. Larry had stated that they had encountered some issues in the field with Reliable, one being an issue with the grading being incorrect creating reverse flow in the drainage patterns. He stated that this was caught and



corrected in time before any paving operations had begun. Reliable Paving had completed four or five projects in the past for the City of White Settlement, but under different management from Reliable. Mr. Hoover stated that the Contractor staff has been much better to work with during this project than in the past and would work again with Reliable Paving so long as he is in partnership with this new management. The point of contacts from Reliable Paving that he has listed are Gilbert Garcia – Superintendent, Jesus Tovar – 24 hour point of contact.

Lastly, Darryl Zbranek of the City of Coppell was contacted to discuss the ongoing Woodhurst Drive Project. This project is a complete street reconstruction with Concrete Paving, water, sewer, and minimal storm drain. Mr. Zbranek stated that the utility work was subbed out to 2R construction, and they completed the job in a timely manner and provided quality work with minimal change orders due to inaccuracies from the As-Builts, but nothing was of fault to the contractor. Mr. Zbranek had no complaints of the quality of work provided from Reliable Paving and was pleased with the product. Overall he stated that they were good to work with and he would recommend them again.

Reliable Paving has also successfully completed the Paving Improvements Phase I project on the 6400 block of Landy Lane as well as the 6400 and 6500 blocks of Lavon Drive as well as the Unit Price Contract for the City of Richland Hills Utilizing Mr. Steven Lancaster as the primary point of contact. Steven is listed as the principal contact for this contract and has listed Alusster Mathews as the Superintendent and Noel Saldierna as the backup superintendent for this project.

All required documents have been submitted along with the bid proposal. It is the opinion of Halff, that Reliable Paving Inc. is qualified to perform the work associated with this contract for the bid amount of **\$3,203,200.90**.

Sincerely,

**HALFF**

A handwritten signature in black ink that reads "David A. Burkett".

David A. Burkett, P.E.

NOTE: LIST BIDS LOWEST TO HIGHEST:

Certificates of Obligation 2023 Series Streets Projects

City of Richland Hills

Date: Thursday, March 13, 2025 2:00 PM

| Date: Thursday, March 13, 2025 2:00 PM |                                                                                            |      |          | Bidder 1        |              | Bidder 2     |              | Bidder 3               |              | Bidder 4        |              | Bidder 5           |              |
|----------------------------------------|--------------------------------------------------------------------------------------------|------|----------|-----------------|--------------|--------------|--------------|------------------------|--------------|-----------------|--------------|--------------------|--------------|
|                                        |                                                                                            |      |          | RELIABLE PAVING |              | PAVECON      |              | PEACHTREE CONSTRUCTION |              | TEXAS MATERIALS |              | QUALITY EXCAVATION |              |
| NO.                                    | DESCRIPTION                                                                                | UNIT | QUANTITY | UNIT PRICE      | TOTAL PRICE  | UNIT PRICE   | TOTAL PRICE  | UNIT PRICE             | TOTAL PRICE  | UNIT PRICE      | TOTAL PRICE  | UNIT PRICE         | TOTAL PRICE  |
| Base Bid: Section 1                    |                                                                                            |      |          |                 |              |              |              |                        |              |                 |              |                    |              |
| 1                                      | Barricades, Warning and Detour Signs                                                       | LS   | 1        | \$20,000.00     | \$20,000.00  | \$27,952.35  | \$27,952.35  | \$27,500.00            | \$27,500.00  | \$15,100.00     | \$15,100.00  | \$56,241.00        | \$56,241.00  |
| 2                                      | SWPPP, Erosion and Sedimentation Control                                                   | LS   | 1        | \$6,500.00      | \$6,500.00   | \$4,855.77   | \$4,855.77   | \$6,500.00             | \$6,500.00   | \$8,340.00      | \$8,340.00   | \$12,100.00        | \$12,100.00  |
| 3                                      | Mobilization and General Site Preparation                                                  | LS   | 1        | \$192,000.00    | \$192,000.00 | \$462,498.89 | \$462,498.89 | \$150,000.00           | \$150,000.00 | \$139,950.00    | \$139,950.00 | \$155,940.00       | \$155,940.00 |
| 4                                      | Miscellaneous Construction Contingency                                                     | AL   | 1        | \$250,000.00    | \$250,000.00 | \$250,000.00 | \$250,000.00 | \$250,000.00           | \$250,000.00 | \$250,000.00    | \$250,000.00 | \$250,000.00       | \$250,000.00 |
| 5                                      | Preconstruction Video                                                                      | LS   | 1        | \$860.00        | \$860.00     | \$1,428.52   | \$1,428.52   | \$3,250.00             | \$3,250.00   | \$5,400.00      | \$5,400.00   | \$564.00           | \$564.00     |
| 6                                      | Cleanup                                                                                    | LS   | 1        | \$7,000.00      | \$7,000.00   | \$44,955.28  | \$44,955.28  | \$15,000.00            | \$15,000.00  | \$42,150.00     | \$42,150.00  | \$20,682.00        | \$20,682.00  |
| 7                                      | Construction Staking                                                                       | LS   | 1        | \$17,250.00     | \$17,250.00  | \$30,951.25  | \$30,951.25  | \$36,500.00            | \$36,500.00  | \$53,600.00     | \$53,600.00  | \$28,852.00        | \$28,852.00  |
| 8                                      | Project Signs                                                                              | EA   | 6        | \$460.00        | \$2,760.00   | \$595.22     | \$3,571.32   | \$550.00               | \$3,300.00   | \$485.00        | \$2,910.00   | \$627.00           | \$3,762.00   |
| 9                                      | Block Sodding & 4-inch Topsoil                                                             | SY   | 7,880    | \$13.50         | \$106,380.00 | \$17.52      | \$138,057.60 | \$18.50                | \$145,780.00 | \$20.45         | \$161,146.00 | \$32.00            | \$252,160.00 |
| 10                                     | Inlet Protection                                                                           | EA   | 6        | \$180.00        | \$1,080.00   | \$107.14     | \$642.84     | \$200.00               | \$1,200.00   | \$98.00         | \$588.00     | \$222.00           | \$1,332.00   |
| 11                                     | Sawcut and Remove Existing Asphalt Pavement                                                | SY   | 13,070   | \$7.00          | \$91,490.00  | \$7.86       | \$102,730.20 | \$8.50                 | \$111,095.00 | \$12.70         | \$165,989.00 | \$15.00            | \$196,050.00 |
| 12                                     | Sawcut and Remove Existing Concrete Pavement                                               | SY   | 452      | \$23.00         | \$10,396.00  | \$53.57      | \$24,213.64  | \$8.50                 | \$3,842.00   | \$12.25         | \$5,537.00   | \$18.00            | \$8,136.00   |
| 13                                     | Sawcut and Remove Existing Concrete Flatwork                                               | SY   | 168      | \$28.00         | \$4,704.00   | \$53.57      | \$8,999.76   | \$9.75                 | \$1,638.00   | \$11.00         | \$1,848.00   | \$61.00            | \$10,248.00  |
| 14                                     | Sawcut and Remove Existing Driveway Pavement                                               | SY   | 1,898    | \$27.00         | \$51,246.00  | \$53.57      | \$101,675.86 | \$9.75                 | \$18,505.50  | \$11.00         | \$20,878.00  | \$23.00            | \$43,654.00  |
| 15                                     | Sawcut and Remove Concrete Curb and Gutter                                                 | LF   | 6,353    | \$7.00          | \$44,471.00  | \$9.52       | \$60,480.56  | \$4.30                 | \$27,317.90  | \$9.80          | \$62,259.40  | \$10.00            | \$63,530.00  |
| 16                                     | Remove and Replace Asphalt Pavement                                                        | SY   | 22       | \$200.00        | \$4,400.00   | \$234.17     | \$5,151.74   | \$275.00               | \$6,050.00   | \$677.00        | \$14,894.00  | \$282.00           | \$6,204.00   |
| 17                                     | Remove and Replace Concrete Pavement                                                       | SY   | 7        | \$220.00        | \$1,540.00   | \$331.26     | \$2,318.82   | \$215.00               | \$1,505.00   | \$104.15        | \$729.05     | \$491.00           | \$3,437.00   |
| 18                                     | Remove and Replace Concrete Sidewalk                                                       | SY   | 4        | \$260.00        | \$1,040.00   | \$132.48     | \$529.92     | \$128.00               | \$512.00     | \$121.30        | \$485.20     | \$807.00           | \$3,228.00   |
| 19                                     | Unclassified Street Excavation                                                             | CY   | 4,747    | \$26.50         | \$125,795.50 | \$7.14       | \$33,893.58  | \$38.20                | \$181,335.40 | \$59.60         | \$282,921.20 | \$41.00            | \$194,627.00 |
| 20                                     | 6-inch Thick Grade 1 or 2 Type A Flex Base                                                 | SY   | 16,259   | \$16.60         | \$269,899.40 | \$21.86      | \$355,421.74 | \$27.80                | \$452,000.20 | \$16.85         | \$273,964.15 | \$26.00            | \$422,734.00 |
| 21                                     | 4-inch HMAC Type "B" Base Course PG 64-28                                                  | SY   | 13,016   | \$29.00         | \$377,464.00 | \$29.91      | \$389,308.56 | \$34.50                | \$449,052.00 | \$43.11         | \$561,119.76 | \$32.00            | \$416,512.00 |
| 22                                     | 2-inch HMAC Type "D" Surface Course PG 64-28                                               | SY   | 13,016   | \$16.50         | \$214,764.00 | \$15.81      | \$205,782.96 | \$20.70                | \$269,431.20 | \$24.42         | \$317,850.72 | \$20.00            | \$260,320.00 |
| 23                                     | 6-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Driveway and Approach Pavement | SY   | 2,009    | \$136.00        | \$273,224.00 | \$113.30     | \$227,619.70 | \$125.00               | \$251,125.00 | \$90.70         | \$182,216.30 | \$110.00           | \$220,990.00 |
| 24                                     | 6-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Pavement                       | SY   | 375      | \$150.00        | \$56,250.00  | \$128.90     | \$48,337.50  | \$205.00               | \$76,875.00  | \$99.25         | \$37,218.75  | \$97.00            | \$36,375.00  |
| 25                                     | 6-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Valley Gutter                  | SY   | 88       | \$146.00        | \$12,848.00  | \$107.01     | \$9,416.88   | \$236.00               | \$20,768.00  | \$85.80         | \$7,550.40   | \$91.00            | \$8,008.00   |
| 26                                     | Anchorage Joint                                                                            | LF   | 62       | \$14.00         | \$868.00     | \$32.53      | \$2,016.86   | \$8.50                 | \$527.00     | \$6.15          | \$381.30     | \$133.00           | \$8,246.00   |
| 27                                     | Concrete Header                                                                            | LF   | 472      | \$41.00         | \$19,352.00  | \$6.24       | \$2,945.28   | \$12.80                | \$6,041.60   | \$7.35          | \$3,469.20   | \$16.00            | \$7,552.00   |
| 28                                     | 6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Ty 7 Pedestrian Curb Ramp      | EA   | 6        | \$2,700.00      | \$16,200.00  | \$2,886.38   | \$17,318.28  | \$2,150.00             | \$12,900.00  | \$3,675.00      | \$22,050.00  | \$3,983.00         | \$23,898.00  |
| 29                                     | 6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Sidewalk                       | SY   | 94       | \$180.00        | \$16,920.00  | \$79.19      | \$7,443.86   | \$119.00               | \$11,186.00  | \$119.50        | \$11,233.00  | \$119.00           | \$11,186.00  |
| 30                                     | 6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Sidewalk With Stone Overlay    | SY   | 4        | \$550.00        | \$2,200.00   | \$416.08     | \$1,664.32   | \$218.00               | \$872.00     | \$121.30        | \$485.20     | \$809.00           | \$3,236.00   |
| 31                                     | Concrete Curb and Gutter                                                                   | LF   | 6,380    | \$35.50         | \$226,490.00 | \$49.19      | \$313,832.20 | \$46.30                | \$295,394.00 | \$46.60         | \$297,308.00 | \$33.00            | \$210,540.00 |
| 32                                     | TY II 24-inch White Pavement Marking                                                       | LF   | 84       | \$8.00          | \$672.00     | \$17.26      | \$1,449.84   | \$12.50                | \$1,050.00   | \$6.15          | \$516.60     | \$19.00            | \$1,596.00   |
| 33                                     | TY II 12-inch White Pavement Marking                                                       | LF   | 351      | \$4.00          | \$1,404.00   | \$12.50      | \$4,387.50   | \$6.50                 | \$2,281.50   | \$3.05          | \$1,070.55   | \$11.00            | \$3,861.00   |
| 34                                     | TY II 4-inch Yellow Pavement Marking                                                       | LF   | 80       | \$2.00          | \$160.00     | \$3.57       | \$285.60     | \$3.00                 | \$240.00     | \$0.80          | \$64.00      | \$3.00             | \$240.00     |
| 35                                     | Remove Existing Fire Hydrant                                                               | EA   | 5        | \$1,150.00      | \$5,750.00   | \$2,499.91   | \$12,499.55  | \$540.00               | \$2,700.00   | \$1,255.00      | \$6,275.00   | \$1,642.00         | \$8,210.00   |
| 36                                     | Remove and Salvage Existing Water Valve                                                    | EA   | 7        | \$345.00        | \$2,415.00   | \$1,607.08   | \$11,249.56  | \$270.00               | \$1,890.00   | \$625.00        | \$4,375.00   | \$676.00           | \$4,732.00   |
| 37                                     | Abandon Existing Water Line                                                                | LF   | 3,025    | \$7.00          | \$21,175.00  | \$9.52       | \$28,798.00  | \$19.40                | \$58,685.00  | \$5.50          | \$16,637.50  | \$16.00            | \$48,400.00  |
| 38                                     | Trench Safety for Water Lines                                                              | LF   | 2,407    | \$1.00          | \$2,407.00   | \$1.19       | \$2,864.33   | \$1.00                 | \$2,407.00   | \$2.45          | \$5,897.15   | \$3.00             | \$7,221.00   |
| 39                                     | 8-inch AWAA C900 PVC DR 18 (Class 150) Water Line (open cut)                               | LF   | 2,407    | \$110.00        | \$264,770.00 | \$83.33      | \$200,575.31 | \$124.20               | \$298,949.40 | \$142.15        | \$342,155.05 | \$138.00           | \$332,166.00 |
| 40                                     | 6-inch Tapping Sleeve                                                                      | EA   | 2        | \$5,175.00      | \$10,350.00  | \$6,547.38   | \$13,094.76  | \$4,860.00             | \$9,720.00   | \$4,150.00      | \$8,300.00   | \$6,206.00         | \$12,412.00  |
| 41                                     | 6-inch Gate Valve                                                                          | EA   | 4        | \$2,875.00      | \$11,500.00  | \$2,470.15   | \$9,880.60   | \$2,370.00             | \$9,480.00   | \$1,960.00      | \$7,840.00   | \$3,755.00         | \$15,020.00  |
| 42                                     | 8-inch Gate Valve                                                                          | EA   | 5        | \$3,450.00      | \$17,250.00  | \$3,392.73   | \$16,963.65  | \$3,025.00             | \$15,125.00  | \$2,915.00      | \$14,575.00  | \$4,017.00         | \$20,085.00  |
| 43                                     | Connect to Existing Water Line                                                             | EA   | 7        | \$4,025.00      | \$28,175.00  | \$3,273.69   | \$22,915.83  | \$4,860.00             | \$34,020.00  | \$6,700.00      | \$46,900.00  | \$2,744.00         | \$19,208.00  |
| 44                                     | 3/4-inch SDR 9 Polyethylene Water Service Line (Short)                                     | EA   | 21       | \$1,725.00      | \$36,225.00  | \$1,369.00   | \$28,749.00  | \$2,370.00             | \$49,770.00  | \$2,100.00      | \$44,100.00  | \$2,000.00         | \$42,000.00  |
| 45                                     | 3/4-inch SDR 9 Polyethylene Water Service Line (Long)                                      | EA   | 20       | \$2,070.00      | \$41,400.00  | \$1,702.32   | \$34,046.40  | \$2,700.00             | \$54,000.00  | \$2,780.00      | \$55,600.00  | \$2,017.00         | \$40,340.00  |
| 46                                     | Fire Hydrant Assembly                                                                      | EA   | 13       | \$9,775.00      | \$127,075.00 | \$9,017.53   | \$117,227.89 | \$9,180.00             | \$119,340.00 | \$7,500.00      | \$97,500.00  | \$8,655.00         | \$112,515.00 |

NOTE: LIST BIDS LOWEST TO HIGHEST:

Certificates of Obligation 2023 Series Streets Projects

City of Richland Hills

Date: Thursday, March 13, 2025 2:00 PM

|                                 |                                                                                       |      |          | Bidder 1        |                | Bidder 2    |                | Bidder 3               |                | Bidder 4        |                | Bidder 5           |                |
|---------------------------------|---------------------------------------------------------------------------------------|------|----------|-----------------|----------------|-------------|----------------|------------------------|----------------|-----------------|----------------|--------------------|----------------|
|                                 |                                                                                       |      |          | RELIABLE PAVING |                | PAVECON     |                | PEACHTREE CONSTRUCTION |                | TEXAS MATERIALS |                | QUALITY EXCAVATION |                |
| NO.                             | DESCRIPTION                                                                           | UNIT | QUANTITY | UNIT PRICE      | TOTAL PRICE    | UNIT PRICE  | TOTAL PRICE    | UNIT PRICE             | TOTAL PRICE    | UNIT PRICE      | TOTAL PRICE    | UNIT PRICE         | TOTAL PRICE    |
| 47                              | Trench Safety for Sanitary Sewer Lines                                                | LF   | 298      | \$3.50          | \$1,043.00     | \$1.19      | \$354.62       | \$1.00                 | \$298.00       | \$18.40         | \$5,483.20     | \$3.00             | \$894.00       |
| 48                              | Remove Existing Sanitary Sewer Manhole                                                | EA   | 2        | \$1,150.00      | \$2,300.00     | \$3,273.69  | \$6,547.38     | \$810.00               | \$1,620.00     | \$2,630.00      | \$5,260.00     | \$4,276.00         | \$8,552.00     |
| 49                              | Remove Existing Sanitary Sewer Lines (various sizes)                                  | LF   | 90       | \$30.00         | \$2,700.00     | \$29.76     | \$2,678.40     | \$59.40                | \$5,346.00     | \$24.50         | \$2,205.00     | \$80.00            | \$7,200.00     |
| 50                              | 4-foot Diameter Sanitary Sewer Drop Manhole (0 to 6 feet deep) with Concrete Blockout | EA   | 2        | \$9,200.00      | \$18,400.00    | \$8,511.60  | \$17,023.20    | \$11,350.00            | \$22,700.00    | \$7,855.00      | \$15,710.00    | \$12,124.00        | \$24,248.00    |
| 51                              | 5-foot Diameter Sanitary Sewer Drop Manhole (0 to 6 feet deep) with Concrete Blockout | EA   | 2        | \$12,300.00     | \$24,600.00    | \$18,094.58 | \$36,189.16    | \$13,500.00            | \$27,000.00    | \$10,845.00     | \$21,690.00    | \$13,612.00        | \$27,224.00    |
| 52                              | 5-foot Diameter Sanitary Sewer Drop Manhole Extra Depth                               | VF   | 12       | \$1,200.00      | \$14,400.00    | \$589.26    | \$7,071.12     | \$486.00               | \$5,832.00     | \$700.00        | \$8,400.00     | \$668.00           | \$8,016.00     |
| 53                              | Adjust Sanitary Sewer Manhole to Grade with Concrete Apron                            | EA   | 1        | \$1,150.00      | \$1,150.00     | \$2,708.24  | \$2,708.24     | \$2,160.00             | \$2,160.00     | \$2,575.00      | \$2,575.00     | \$3,748.00         | \$3,748.00     |
| 54                              | 6-inch PVC SDR 26 Sanitary Sewer (open cut)                                           | LF   | 25       | \$125.00        | \$3,125.00     | \$130.95    | \$3,273.75     | \$124.20               | \$3,105.00     | \$169.00        | \$4,225.00     | \$189.00           | \$4,725.00     |
| 55                              | 8-inch PVC SDR 26 Sanitary Sewer (open cut)                                           | LF   | 223      | \$150.00        | \$33,450.00    | \$89.28     | \$19,909.44    | \$140.40               | \$31,309.20    | \$143.35        | \$31,967.05    | \$279.00           | \$62,217.00    |
| 56                              | 10-inch PVC SDR 26 Sanitary Sewer (open cut)                                          | LF   | 32       | \$190.00        | \$6,080.00     | \$202.37    | \$6,475.84     | \$156.60               | \$5,011.20     | \$365.15        | \$11,684.80    | \$214.00           | \$6,848.00     |
| 57                              | 10-inch PVC SDR 26 Sanitary Sewer (in casing)                                         | LF   | 18       | \$210.00        | \$3,780.00     | \$267.85    | \$4,821.30     | \$172.58               | \$3,106.44     | \$470.00        | \$8,460.00     | \$247.00           | \$4,446.00     |
| 58                              | 12-inch PVC SDR 26 Sanitary Sewer (open cut)                                          | LF   | 10       | \$207.00        | \$2,070.00     | \$238.09    | \$2,380.90     | \$183.60               | \$1,836.00     | \$375.00        | \$3,750.00     | \$412.00           | \$4,120.00     |
| 59                              | 20-inch O.D. x 3/8" Thick Wall Steel Casing .                                         | LF   | 18       | \$330.00        | \$5,940.00     | \$446.41    | \$8,035.38     | \$378.00               | \$6,804.00     | \$790.00        | \$14,220.00    | \$180.00           | \$3,240.00     |
| 60                              | Sanitary Sewer Pre-Construction Television Inspection                                 | LF   | 298      | \$6.00          | \$1,788.00     | \$3.57      | \$1,063.86     | \$7.50                 | \$2,235.00     | \$4.90          | \$1,460.20     | \$3.00             | \$894.00       |
| 61                              | Sanitary Sewer Post-Construction Television Inspection                                | LF   | 298      | \$3.50          | \$1,043.00     | \$3.57      | \$1,063.86     | \$7.50                 | \$2,235.00     | \$4.90          | \$1,460.20     | \$3.00             | \$894.00       |
| 62                              | Trench Safety for Storm Drain Lines                                                   | LF   | 147      | \$5.00          | \$735.00       | \$4.76      | \$699.72       | \$1.00                 | \$147.00       | \$9.80          | \$1,440.60     | \$3.00             | \$441.00       |
| 63                              | 24-inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut)                     | LF   | 147      | \$166.00        | \$24,402.00    | \$4.76      | \$699.72       | \$183.60               | \$26,989.20    | \$225.00        | \$33,075.00    | \$345.00           | \$50,715.00    |
| 64                              | 4x4 Square Storm Water Junction Box & Manhole                                         | EA   | 1        | \$9,775.00      | \$9,775.00     | \$4,106.99  | \$4,106.99     | \$21,600.00            | \$21,600.00    | \$7,600.00      | \$7,600.00     | \$10,040.00        | \$10,040.00    |
| 65                              | 15-Foot Standard Curb Inlet                                                           | EA   | 2        | \$12,650.00     | \$25,300.00    | \$9,279.42  | \$18,558.84    | \$17,550.00            | \$35,100.00    | \$7,940.00      | \$15,880.00    | \$9,895.00         | \$19,790.00    |
| 66                              | Reimbursable Irrigation Repairs                                                       | AL   | 1        | \$25,000.00     | \$25,000.00    | \$25,000.00 | \$25,000.00    | \$25,000.00            | \$25,000.00    | \$25,000.00     | \$25,000.00    | \$25,000.00        | \$25,000.00    |
| Total Bid Amount (Section 1)    |                                                                                       |      |          |                 | \$3,203,200.90 |             | \$3,559,665.58 |                        | \$3,726,094.74 |                 | \$3,822,923.53 |                    | \$3,881,602.00 |
| Indicates a corrected bid price |                                                                                       |      |          |                 |                |             |                |                        |                |                 |                |                    |                |
| TOTAL BID AMOUNT - BASE BID     |                                                                                       |      |          |                 | \$3,203,200.90 |             | \$3,559,665.58 |                        | \$3,726,094.74 |                 | \$3,822,923.53 |                    | \$3,881,602.00 |

Bid certified by: David A. Burkett  
  
David A. Burkett, PE

## THE CITY OF RICHLAND HILLS, TEXAS



### CONTRACT DOCUMENTS AND SPECIFICATIONS

#### Certificates of Obligation 2023 Series Streets Projects

Prepared by:  
Halff Associates, Inc.  
2601 Meacham Blvd. Suite 600  
Fort Worth, Texas  
TBPELS Firm No. 312

**MAYOR**

Curtis Bergthold

**CITY COUNCIL**

PLACE 1: Douglas Knowlton, Mayor Pro Temp

PLACE 2: Travis Malone

PLACE 3: Theresa Bledsoe

PLACE 4: John Skier

PLACE 5: G.W. Estep,

PLACE 6: Roland Goveas

**CITY MANAGER**

Candice Edmondson

**CITY ENGINEER**

David A. Burkett, P.E.

**NOTICE TO BIDDERS  
(Advertisement)**

**Sealed** Proposals on forms prepared by the Engineer will be received by the CITY OF RICHLAND HILLS at the OFFICE OF THE CITY SECRETARY, 3200 DIANA DR., RICHLAND HILLS, TX. 76118 until **2:00 P.M.** (local time) on **THURSDAY, MARCH 13, 2025** for the **CERTIFICATES OF OBLIGATION 2023 SERIES STREET PROJECTS** in accordance with drawings, specifications and other Contract Documents prepared by HALFF.

Proposals will be publicly opened at **2:00 P.M.**, at the CITY HALL COUNCIL CHAMBERS, 3200 DIANA DR., RICHLAND HILLS, TX 76118.

Complete Contract Documents & Specifications, as needed for bidding on the project, may be examined without charge or deposit at the office of the CITY OF RICHLAND HILLS. Digital bid documents can be obtained, at no cost, by contacting Connor Cranford of Halff Associates, Inc. at ccranford@halff.com. It is the responsibility of the interested party to print the bidding documents or they may be obtained from HALFF ASSOCIATES, INC. at 2601 Meacham Blvd Suite 600, Fort Worth, TX 76137, at a non-refundable cost of \$100.00 for each set of documents so obtained.

Proposal Guaranty consisting of either a cashier's check or a Bid Bond on the form included or similar form of Surety Company (FACSIMILES WILL NOT BE CONSIDERED RESPONSIVE) made payable to the CITY OF RICHLAND HILLS, and in the amount equal to at least five percent (5%) of the total amount of the proposal (including additive alternate), must accompany each bid as a guaranty that if the proposal is accepted, the bidder will execute the Contract and furnish the required Bonds within the time provided in the "INSTRUCTIONS TO BIDDERS".

Minimum rates of pay to all laborers and mechanics on the project must not be less than as provided in the Wage Rate Schedule and wage provisions must particularly comply with all other applicable wage laws of the State of Texas.

The Owner reserves the right to award the Contract at any time within sixty (60) days after date of receiving bids, or to reject any or all bids and waive any or all informalities.

**Contractors MAY** attend an optional pre-bid meeting with the Engineer at CITY HALL COUNCIL CHAMBERS, 3200 DIANA DR., RICHLAND HILLS, TX 76118, at **2:00 P.M.** (local time) on **THURSDAY, FEBRUARY 27, 2025** for **CERTIFICATES OF OBLIGATION 2023 SERIES STREET PROJECTS**.

**OFFICIAL ADVERTISEMENT:**

**First Publication:** February 18, 2025

**Signed:**   
David A. Burkett, P.E.

**Second Publication:** February 25, 2025

**Title:** City Engineer

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

RELIABLE PAVING, INC.  
1903 North Peyco Drive  
Arlington, TX 76001

**SURETY:**

(Name, legal status and principal place  
of business)

MERCHANTS BONDING COMPANY (MUTUAL)  
6700 Westown Parkway  
West Des Moines, IA 50266

**OWNER:**

(Name, legal status and address)

CITY OF RICHLAND HILLS, TEXAS  
3200 Diana Drive, Richland Hills, TX 76118

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Certificates of Obligation 2023 Series Street Projects  
5 Streets in Richland Hills, Texas

Project Number, if any:

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of February, 2025

  
(Witness) Erica Larson, President of Administration

  
(Witness) Sophie Hunter

RELIABLE PAVING, INC.

(Principal)

(Seal)

(Title)

MERCHANTS BONDING COMPANY (MUTUAL)

(Surety)

(Seal)

(Title) Mikaela Peppers, Attorney in Fact

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Don E Cornell; Josh Saunders; Kelly A Westbrook; Mikaela Peppers; Ricardo J Reyna; Robbi Morales; Sophinie Hunter; Tina McEwan; Tonie Petranek

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

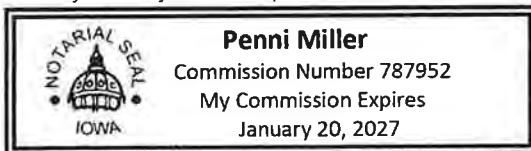
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Penni Miller*

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of February, 2025.



*Elisabeth Sandersfeld*

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

**1-800-678-8171**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM AND CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

## **Addendum No. 1**

### **Certificates of Obligation 2023 Series Streets Projects**

Bids Received Until: 2:00 p.m. Thursday, March 13, 2025  
City of Richland Hills  
3200 Diana Dr.  
Richland Hills, Texas 76118

---

This addendum modifies the plans and bid documents for the subject project and shall become a part of the contract documents. Bidders shall acknowledge receipt of this addendum in the space provided on page I-18 of the Bidding Documents, and also on the outside of your bid envelope. Failure to include this addendum in the bid proposal will subject bidder to disqualification.

---

Please note the following corrections, revisions and clarifications to the subject project bidding documents.

1. **CLARIFICATION:**

1. Included in the addendum is a breakdown of the project quantities for each street.
2. It is the contractor's responsibility to field verify all elevations before starting work to ensure there will be no issues during construction.
3. Included in the addendum is the Pre-Bid Meeting Minutes
4. Q&A from the pre-bid meeting as well as CivCast Q&A are included in the addendum in section 2.

2. **CONTRACTOR QUESTIONS**

Q: What is the Engineer's Estimate for this project?

A: The Engineer's Estimate for this project is \$4.2 Million

Q: Is there a Geotech for the project? If not, is rock expected to be encountered?

A: There is no Geotech for the project. City staff has mentioned that it is possible that shallow rock could be encountered on both Oxley Drive and Brooks Avenue.

Q: For the TCP, is half-width work expected to keep traffic flowing, or will full road closures be acceptable?

A: Full width work is acceptable, so long as access is maintained, this can be done by keeping traffic on the base material, with the only exception being at the intersection of Mary Boaz Street and Allena. Allena is a heavily traveled roadway for the schools in the area. A detailed intersection construction plan can be discussed later at the pre-construction meeting.

Q: Are any permits expected or required for the Traffic Control Plan?

A: No Permits are expected, just a sign and sealed traffic control plan from a Texas Licensed Engineer.

Q: What items can be expected to be covered by the miscellaneous construction contingency?

A: Items that could be covered by this bid item could be anything. This bid item is a general contingency fund set up to cover any change order, but the intent is not to use these funds.

Q: Is there on-street parking on this project?

A: Yes, coordination with residents is expected from the contractor during all phases of construction to provide and maintain access for the residents.

Q: Can the breakdown of item quantities for each individual street be provided?

A: Yes, this will be issued in the addendum.

Q: What are the public relation expectations? Is the contractor expected to pass out flyers to the residents or will the City handle this?

A: Contractors are expected to hand out flyers and provide a 48-hour notice of any water shutdown to the residents. This will be discussed further in the Pre-Construction meeting.

---

Please acknowledge the receipt of Addendum No. 1 on **the outside of your Bid Envelope** and in the **Bid Proposal**.

Prepared By:  
David Burkett, P.E.

*David A. Burkett*

03/06/2025

Project Manager Halff Associates, Inc.

Date

Receipt of This Addendum is Hereby Acknowledged:

*RELIABLE PAVING, INC.*

Company

*CHARLES M. LONG*

Printed Name

*C. Long*

Signature

*3/12/25*

Date

## **TABLE OF CONTENTS**

### **SECTION I**

### **CONTRACTUAL DOCUMENTS**

Notice to Bidders  
Instructions to Bidders  
Qualifications Statement  
Bid Proposal  
Standard Form of Agreement  
Performance Bond  
Payment Bond  
Maintenance Bond  
Certificate of Insurance (Sample Form)  
Verification of Compliance with Government Code  
Chapters 2552 and 2270  
Contractor's Affidavit of Final Payment

### **SECTION II**

### **GENERAL CONDITIONS OF AGREEMENT**

### **SECTION III**

### **SPECIAL CONDITIONS AND FEDERAL LABOR STANDARDS**

### **SECTION IV**

### **TECHNICAL SPECIFICATIONS**

### **ATTACHMENTS**

### **ATTACHMENT "1" – CITY OF RICHLAND HILLS PROJECT SIGN DETAIL**

## **SECTION I**

### **CONTRACTUAL DOCUMENTS**

## **INSTRUCTIONS TO BIDDERS**

### **PREPARATION OF BID**

Each bid must be submitted in a **sealed** envelope bearing the name and address of the bidder, name of project and bid number for which the bid is submitted.

### **QUALIFICATION OF BIDDER**

The Owner will make such investigations as he deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as described. Conditional bids will not be accepted.

The Contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (such as: fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts, etc.) which will require the Contractor to plan his work efforts and equipment needs with these limitations in mind. The Contractor shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

As shown on the following qualification statement, please include a list of all sub-contractors that the contractor anticipates using on this project.

### **BID SECURITY**

Each bid must be accompanied by a certified check or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within thirty (30) days after the opening of bids. The remaining checks or bid bonds will be returned promptly after the Owner and the successful bidder have executed the contract. The contract will be executed only after City Council approval of submitted bid.

The successful bidder shall forfeit to the Owner, as liquidated damages, the security deposited upon his failure or refusal to execute and deliver the contract, performance and payment bonds, if required, within ten (10) days after he has received notice of the acceptance of his bid.

### **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

## **PERFORMANCE AND PAYMENT BONDS**

It is agreed by the parties that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred percent (100%) of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the Owner. No exceptions to this provision allowed. Unless otherwise approved in writing by the Owner, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. The cost of the premium for the performance and payment bonds shall be included in the Contractor's proposal.

## **TIME OF COMPLETION**

Bidder must agree to commence on or before the date stated in Contract, and to fully complete the project within the specified time as stated in the proposal.

## **CONDITIONS OF WORK**

At the time of the bid opening it is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work and has fully informed himself of the general and local conditions relating to the completion of the project and any and all other matters which can in any way effect the work under this contract. Contractor has read and is thoroughly familiar with the construction documents and contract documents (including all addenda). Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. No verbal agreement or conservation with any officer, agent or employee of the Owner or Engineer, either before or after the execution of this contract, shall effect or modify any of the terms or obligations herein contained.

## **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract. All of the above will be deemed to be included in the contract the same as though herein written out in full.

## **METHOD OF AWARD**

This contract shall be awarded for the *best* bid submitted by a responsible bidder meeting the requirements of the City of RICHLAND HILLS. In submitting a bid, Contractors verify their bid will be valid for sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the bidder. If such bid exceeds budget amount, the Owner may reject all bids or may award the contract on the base bid without additive alternates

so as to produce an amount which is within the available funds. No combined or conditional bids will be accepted.

### **WORK ORDER CHANGES**

It is agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated. All work is to be performed as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done by any amount not to exceed twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Engineer for approval.

All change orders shall be approved by the RICHLAND HILLS' designated representative prior to work being started on said change. The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

### **STATE AND CITY SALES TAX**

The Contractor's attention is directed to Section 15.311 of the Tax Code of the State of Texas. Recent legislation has removed the sales tax exemption previously provided by Section 15.311 of the Tax Code covering tangible personal property purchased by a Contractor for use in the performance of a contract for the improvement of City owned realty.

It is still possible, however, for a Contractor to make tax-free purchases of tangible personal property, which will be incorporated into and become a part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one which separates charges for materials from charges for labor. Under such a contract, the Contractor becomes a "seller" of those materials, which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The Contractor issues a resale certificate in lieu of paying sales tax at the time such items are purchased. The Contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials that do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

### **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS**

No officer or employee shall have a direct or indirect interest, in any proposed or existing contract, purchase, work, sale or service to or by the City or shall vote or render a decision, or use his position, authority, influence in a manner that would result in his financial betterment to any degree (RICHLAND HILLS City Charter, Section 13, Item 1).

### **TEXAS ETHICS COMMISSION FORM 1295**

Pursuant to Texas Government Code § 2252.908, the City may not award this contract to a bidder unless the bidder has provided to the City a completed, signed and notarized Form 1295 that has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to

rules adopted by the TEC, the Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. **The Apparent Low Bidder shall complete Form 1295 and submit it to The City of Richland Hills, 3200 Diana Dr., Richland Hills, Texas, 76118, no later than April 1st, 2025.**

For purposes of completing the Form 1295, the entity's name is "The City of Richland Hills"; the contract ID number is 2024-001; and the description of goods and services is "Certificates of Obligation 2023 Series Streets Project"

Neither the City nor any of its consultants has the obligation or ability to verify the information included in a Form 1295; and neither the I-5iCity nor any of its consultants has any obligation, nor does it undertake any responsibility, to advise any bidder as to the proper completion of a Form 1295.

#### **SENATE BILL 252 AND HOUSE BILL 89 VERIFICATION FORM**

In compliance with Section 2270.002, Texas Government Code, and Chapter 2252, Subchapter F, Texas Government Code, the City may not award this contract to a bidder unless the bidder has provided to the City a completed, signed, and notarized "Verification of Compliance with Government Code Chapters 2252 and 2270" Form. The City shall provide said form to the apparent low bidder. **The Apparent Low Bidder shall complete the verification and submit it to The City of Richland Hills, 3200 Diana Dr., Richland Hills, Texas, 76118, no later than April 1<sup>st</sup>, 2025.**

Neither the City nor any of its consultants has the obligation or ability to verify the certifications contained in the aforementioned Verification Form.

**BID PROPOSAL FOR**  
**CERTIFICATES OF OBLIGATION 2023 SERIES**  
**STREET PROJECTS**

**FOR THE**  
**CITY OF RICHLAND HILLS, TEXAS**

**(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT  
DOCUMENTS)**

Date: 3/13/2025

TO: CITY OF RICHLAND HILLS  
3200 DIANA DR.  
RICHLAND HILLS, TX 76118

FOR: CERTIFICATES OF OBLIGATION 2023 SERIES STREET PROJECTS

Pursuant to the foregoing "NOTICE TO BIDDERS", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the construction documents and Contract Documents and binds himself/herself upon acceptance of this proposal to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

| PROPOSAL / UNIT PRICE BID SCHEDULE<br>Certificates of Obligation 2023 Series Street Projects |                                                                                            |      |          |              |              |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------|----------|--------------|--------------|
| Item No.                                                                                     | Description                                                                                | Unit | Quantity | Unit Price   | Amount       |
| Base Bid: Certificates of Obligation 2023 Series Street Projects                             |                                                                                            |      |          |              |              |
| 1                                                                                            | Barricades, Warning and Detour Signs                                                       | LS   | 1        | 20000.00     | 20000.00     |
| 2                                                                                            | SWPPP, Erosion and Sedimentation Control                                                   | LS   | 1        | 6500.00      | 6500.00      |
| 3                                                                                            | Mobilization and General Site Preparation                                                  | LS   | 1        | 192000.00    | 192000.00    |
| 4                                                                                            | Miscellaneous Construction Contingency                                                     | AL   | 1        | \$250,000.00 | \$250,000.00 |
| 5                                                                                            | Preconstruction Video                                                                      | LS   | 1        | 860.00       | 860.00       |
| 6                                                                                            | Cleanup                                                                                    | LS   | 1        | 7000.00      | 7000.00      |
| 7                                                                                            | Construction Staking                                                                       | LS   | 1        | 17250.00     | 17250.00     |
| 8                                                                                            | Project Signs                                                                              | EA   | 6        | 460.00       | 2760.00      |
| 9                                                                                            | Block Sodding & 4-inch Topsoil                                                             | SY   | 7,880    | 13.50        | 106380.00    |
| 10                                                                                           | Inlet Protection                                                                           | EA   | 6        | 180.00       | 1080.00      |
| 11                                                                                           | Sawcut and Remove Existing Asphalt Pavement                                                | SY   | 13,070   | 7.00         | 91490.00     |
| 12                                                                                           | Sawcut and Remove Existing Concrete Pavement                                               | SY   | 452      | 23.00        | 10396.00     |
| 13                                                                                           | Sawcut and Remove Existing Concrete Flatwork                                               | SY   | 168      | 28.00        | 4704.00      |
| 14                                                                                           | Sawcut and Remove Existing Driveway Pavement                                               | SY   | 1,898    | 27.00        | 51246.00     |
| 15                                                                                           | Sawcut and Remove Concrete Curb and Gutter                                                 | LF   | 6,353    | 7.00         | 44471.00     |
| 16                                                                                           | Remove and Replace Asphalt Pavement                                                        | SY   | 22       | 200.00       | 4400.00      |
| 17                                                                                           | Remove and Replace Concrete Pavement                                                       | SY   | 7        | 220.00       | 1540.00      |
| 18                                                                                           | Remove and Replace Concrete Sidewalk                                                       | SY   | 4        | 260.00       | 1040.00      |
| 19                                                                                           | Unclassified Street Excavation                                                             | CY   | 4,747    | 26.50        | 125795.50    |
| 20                                                                                           | 6-inch Thick Grade 1 or 2 Type A Flex Base                                                 | SY   | 16,259   | 16.60        | 269899.40    |
| 21                                                                                           | 4-inch HMA Type "B" Base Course PG 64-28                                                   | SY   | 13,016   | 29.00        | 377464.00    |
| 22                                                                                           | 2-inch HMA Type "D" Surface Course PG 64-28                                                | SY   | 13,016   | 16.50        | 214764.00    |
| 23                                                                                           | 6-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Driveway and Approach Pavement | SY   | 2,009    | 136.00       | 273224.00    |
| 24                                                                                           | 6-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Pavement                       | SY   | 375      | 150.00       | 56250.00     |
| 25                                                                                           | 6-inch Thick, 4,000 psi Portland Cement Reinforced Concrete Valley Gutter                  | SY   | 88       | 146.00       | 12848.00     |
| 26                                                                                           | Anchorage Joint                                                                            | LF   | 62       | 14.00        | 868.00       |
| 27                                                                                           | Concrete Header                                                                            | LF   | 472      | 41.00        | 19352.00     |
| 28                                                                                           | 6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Ty 7 Pedestrian Curb Ramp      | EA   | 6        | 2700.00      | 16200.00     |
| 29                                                                                           | 6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Sidewalk                       | SY   | 94       | 180.00       | 16920.00     |
| 30                                                                                           | 6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Sidewalk With Stone Overlay    | SY   | 4        | 550.00       | 2200.00      |

|    |                                                                                       |    |       |          |            |
|----|---------------------------------------------------------------------------------------|----|-------|----------|------------|
| 31 | Concrete Curb and Gutter                                                              | LF | 6,380 | 35.50    | 226,490.00 |
| 32 | TY II 24-inch White Pavement Marking                                                  | LF | 84    | 8.00     | 672.00     |
| 33 | TY II 12-inch White Pavement Marking                                                  | LF | 351   | 4.00     | 1,404.00   |
| 34 | TY II 4-inch Yellow Pavement Marking                                                  | LF | 80    | 2.00     | 160.00     |
| 35 | Remove Existing Fire Hydrant                                                          | EA | 5     | 1150.00  | 5,750.00   |
| 36 | Remove and Salvage Existing Water Valve                                               | EA | 7     | 345.00   | 2,415.00   |
| 37 | Abandon Existing Water Line                                                           | LF | 3,025 | 7.00     | 21,175.00  |
| 38 | Trench Safety for Water Lines                                                         | LF | 2,407 | 1.00     | 2,407.00   |
| 39 | 8-inch AWAA C900 PVC DR 18 (Class 150) Water Line (open cut)                          | LF | 2,407 | 110.00   | 264,770.00 |
| 40 | 6-inch Tapping Sleeve                                                                 | EA | 2     | 5175.00  | 10,350.00  |
| 41 | 6-inch Gate Valve                                                                     | EA | 4     | 2875.00  | 11,500.00  |
| 42 | 8-inch Gate Valve                                                                     | EA | 5     | 3450.00  | 17,250.00  |
| 43 | Connect to Existing Water Line                                                        | EA | 7     | 4025.00  | 28,175.00  |
| 44 | 3/4-inch SDR 9 Polyethylene Water Service Line (Short)                                | EA | 21    | 1725.00  | 36,225.00  |
| 45 | 3/4-inch SDR 9 Polyethylene Water Service Line (Long)                                 | EA | 20    | 2070.00  | 41,400.00  |
| 46 | Fire Hydrant Assembly                                                                 | EA | 13    | 9775.00  | 127,075.00 |
| 47 | Trench Safety for Sanitary Sewer Lines                                                | LF | 298   | 3.50     | 1,043.00   |
| 48 | Remove Existing Sanitary Sewer Manhole                                                | EA | 2     | 1150.00  | 2,300.00   |
| 49 | Remove Existing Sanitary Sewer Lines (various sizes)                                  | LF | 90    | 30.00    | 2,700.00   |
| 50 | 4-foot Diameter Sanitary Sewer Drop Manhole (0 to 6 feet deep) with Concrete Blockout | EA | 2     | 9200.00  | 18,400.00  |
| 51 | 5-foot Diameter Sanitary Sewer Drop Manhole (0 to 6 feet deep) with Concrete Blockout | EA | 2     | 12300.00 | 24,600.00  |
| 52 | 5-foot Diameter Sanitary Sewer Drop Manhole Extra Depth                               | VF | 12    | 1200.00  | 14,400.00  |
| 53 | Adjust Sanitary Sewer Manhole to Grade with Concrete Apron                            | EA | 1     | 1150.00  | 1,150.00   |
| 54 | 6-inch PVC SDR 26 Sanitary Sewer (open cut)                                           | LF | 25    | 125.00   | 3,125.00   |
| 55 | 8-inch PVC SDR 26 Sanitary Sewer (open cut)                                           | LF | 223   | 150.00   | 33,450.00  |
| 56 | 10-inch PVC SDR 26 Sanitary Sewer (open cut)                                          | LF | 32    | 190.00   | 6,080.00   |
| 57 | 10-inch PVC SDR 26 Sanitary Sewer (in casing)                                         | LF | 18    | 210.00   | 3,780.00   |
| 58 | 12-inch PVC SDR 26 Sanitary Sewer (open cut)                                          | LF | 10    | 207.00   | 2,070.00   |
| 59 | 20-inch O.D. x 3/8" Thick Wall Steel Casing                                           | LF | 18    | 330.00   | 5,940.00   |
| 60 | Sanitary Sewer Pre-Construction Television Inspection                                 | LF | 298   | 6.00     | 1,788.00   |

|                       |                                                                   |    |     |               |             |
|-----------------------|-------------------------------------------------------------------|----|-----|---------------|-------------|
| 61                    | Sanitary Sewer Post-Construction Television Inspection            | LF | 298 | 3.50          | 1043.00     |
| 62                    | Trench Safety for Storm Drain Lines                               | LF | 147 | 5.00          | 735.00      |
| 63                    | 24-inch Class III Reinforced Concrete Storm Drain Pipe (Open Cut) | LF | 147 | 166.00        | 24402.00    |
| 64                    | 4x4 Square Storm Water Junction Box & Manhole                     | EA | 1   | 9775.00       | 9775.00     |
| 65                    | 15-Foot Standard Curb Inlet                                       | EA | 2   | 12650.00      | 25300.00    |
| 66                    | Reimbursable Irrigation Repairs                                   | AL | 1   | \$25,000.00   | \$25,000.00 |
| TOTAL BASE BID AMOUNT |                                                                   |    |     | \$ 3203200.90 |             |

**SUMMARY**

A. Materials Incorporated into Work \$ 1156000.00

B. Materials Not Incorporated into Work \$ 55700.00

C. Other, Labor, Etc. \$ 1991500.90

NOT TO EXCEED TOTAL WRITTEN AMOUNT OF BID (A+B+C)  
\$ 3203200.90

**PROPOSAL FOR  
CERTIFICATES OF OBLIGATION 2023 SERIES STREET PROJECTS**

The undersigned bidder acknowledges receipt of the following Addenda (*if none received then write NONE of N/A across the blanks*):

Addendum No. 1 Date Received 3/7/2025 2024

Addendum No. 2 Date Received \_\_\_\_\_ 2024

Contractor shall also acknowledge receipt of Addenda on the outside of your Bid Envelope.

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within fifteen (15) days after written authorization to begin work (Work Order) and to complete the work in full within **365 Consecutive Calendar Days** after the date specified in the "Notice to Proceed / Work Order".

Enclosed with this proposal is a certified check or cashier's check or bid bond payable to the CITY OF RICHLAND HILLS in the amount of five percent (5%) of the total bid, which is to become the property of the CITY OF RICHLAND HILLS, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: 

Company: RELIABLE PAVING, INC

Address: 1903 N. Peyco Dr.  
ARLINGTON, TX. 76001

Email: STEVEN@RELIABLEPAVING.COM

Phone: 817 467 0779

Mobile: 817 999 8054

Fax: —

**SEAL  
If Bidder is  
Corporation**

Submitted By RELIABLE PAVING INC.  
(Corporation) (Co-Partnership) (Individual)

Doing Business As RELIABLE PAVING

## BIDDERS QUALIFICATION STATEMENT

Project: CERTIFICATES OF OBLIGATION 2023 SERIES STREET PROJECTS

Contractor: RELIABLE PAVING, INC.

Indicate One: ☐ Sole Proprietor ☐ Partnership ☐ Other  
☒ Corporation ☐ Joint Venture

Name: CHARLES M. HOWE Partner: \_\_\_\_\_

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

Address: 1903 N. PEYCO DR. Address: \_\_\_\_\_

City: ARLINGTON City: \_\_\_\_\_

State & Zip: TX, 76001 State & Zip: \_\_\_\_\_

Phone: 817 467 0779 Phone: \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. TEXAS, May 1990

Location of Principal Office: 1903 N. PEYCO DR. ARLINGTON, TX 76001

Contact and Phone at Principal Office: STEVEN LANCASTER - 817 467 0779

Liability Insurance Provider and Limits of Coverage: SEE ATTACHED EXAMPLE

Workers Compensation Insurance Provider: " " "

Surety (Performance and Payment): MERCHANTS BONDING COMPANY  
AON RISK SERVICES SOUTHWEST INC

Address: 5005 LBS Fwy #1500, DALLAS, TX 75244

Contact and Phone: DON CORNELL 214-989-2604



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
INSURICA  
500 West 7th Street, Suite 1800  
Fort Worth, TX 76102

CONTACT NAME: Kim Taylor

PHONE (A/C, No, Ext): (817) 471-1805

FAX (A/C, No):

E-MAIL ADDRESS: Kim.Taylor@INSURICA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Continental Casualty Company

20443

INSURER B : Continental Insurance Company

35289

INSURER C : Valley Forge Insurance Company

20508

INSURER D : Pacific Insurance Company, Limited

10046

INSURER E :

INSURER F :

INSURED  
RELIABLE PAVING, INC., DBA: RELIABLE COMMERCIAL  
CONSTRUCTION AND RELIABLE PAVING MANAGEMENT  
1903 N Peyco Dr  
Arlington, TX 76001

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 7039382018    | 7/2/2024                | 7/2/2025                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                |           |          | 7039381998    | 7/2/2024                | 7/2/2025                | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                                     |           |          | 7039382004    | 7/2/2024                | 7/2/2025                | EACH OCCURRENCE \$ 8,000,000<br>AGGREGATE \$ 8,000,000                                                                                                                                                                                    |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                 |           | N/A      | WC 7 39382021 | 7/2/2024                | 7/2/2025                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| A        | <input checked="" type="checkbox"/> Inland Marine                                                                                                                                                                                                                                                                  |           |          | 7039369334    | 7/2/2024                | 7/2/2025                | Per item 485,000                                                                                                                                                                                                                          |
| D        | <input checked="" type="checkbox"/> Pollution Liability                                                                                                                                                                                                                                                            |           |          | CPI EK 6940   | 2/15/2024               | 2/15/2025               | \$1M/Incident& Agg is 2,000,000                                                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Inspiring Temple of Praise Church and CPN# 105621

Certificate Holder is an Additional Insured with respect to General Liability and Auto Liability policies, if required in a written contract, subject to all conditions, provisions, and limitations in the policy.

A Waiver of Subrogation is included with respects to the General Liability, Auto Liability and Work Comp policies in favor of Certificate Holder, but only if required in a written contract, and is subject to all conditions, provisions, and limitation in the policy

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

EXAMPLE FROM CURRENT  
PROJECT IN FORT WORTH

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Superintendent and Backup Superintendent: (Work Resume - attach additional sheets.) (Safety Record – attached additional sheets; if needed show all verified safety violations.) The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

ALUSSTER MATHEWS

Backup Superintendent Name

NOEL SALDIERNA

Phone: 817 876 0030

Phone: 469-279 8444

Email: AMATHEWS@RELIABLEPAVING.COM

Email: NOEL@RELIABLEPAVING.COM

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Backup Superintendent

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of Employees to be Associated with this Job: \_\_\_\_\_

Managerial 2

Administrative 2

Professional 1

Skilled 8

Semi-Skilled 12

Other \_\_\_\_\_

Percentage of work to be done by Bidder's Employees (Based on Dollars Bid): 71 %

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

DEMO, CONCRETE PAVING, FLATWORK AND CURB + GUTTER  
FLEXBASE, ASPHALT PAVING, GRADING + BACKFILL

Access to Tools and Equipment: Percent Owned 99% Percent Rented 1%

Number of Years in Business as a Contractor on Above Types of Works: 35

Type(s) of Work to be done by Sub-Contractors

Include Name, Address, and Phone Number of Sub-Contractor.

Use additional sheets if needed.

Type of Work

Sub-Contractor

UNDERGROUND UTILITIES

TEXAS COMMERCIAL

SWAPP

PROTECH

TRAFFIC CONTROL

BUYERS BARRICADES

TESTING

ALLIANCE GEOTECH

List Equipment to be used on this project (Make/Model/Age of Major Equipment) Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment

Make

Model

Age (years)

ATTACHED LIST OF OWNED EQUIPMENT

| equipment_no | description                    | eq_category_desc     |
|--------------|--------------------------------|----------------------|
| E04          | VXMT locator system            | Miscellaneous Equip  |
| E05          | VXMT locator system            | Miscellaneous Equip  |
| E06          | AM 1300 gallon fuel tank       | Fuel Tanks           |
| E07          | 2022 4F 1100 gallon fuel tank  | Fuel Tanks           |
| E09          | 2022 Karacher floor scrubber   | Miscellaneous Equip  |
| E10          | Greatbear winch                | Miscellaneous Equip  |
| E104         | 1991 C&S trailer               | TRAILER              |
| E1226        | 1997 International 4900        | Dumptruck            |
| E123         | 2000 LeeBoy tack trailer       | TRAILER              |
| E1239        | 2008 Chevrolet Silverado3500HD | Truck,Non DOT        |
| E1247        | 1997 International 4900        | Truck,Non DOT        |
| E1253        | 2012 Chevrolet Silverado 1500  | Truck,Non DOT        |
| E1257        | 2013 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1260        | 2014 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1263        | 2014 Chevrolet Silverado 1500  | Truck,Non DOT        |
| E1267        | 1991 International 8200        | Haul Truck           |
| E1268        | 2005 Ford 750                  | Truck,Non DOT        |
| E1269        | 2015 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1270        | 2015 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1271        | 2015 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1272        | 2015 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1273        | 2014 Chevrolet Silverado 1500  | Truck,Non DOT        |
| E1274        | 2016 International 7000        | Dumptruck            |
| E1275        | 2015 Chevrolet Silverado 1500  | Truck,Non DOT        |
| E1276        | 2010 JLG drop deck             | TRAILER              |
| E1279        | 2016 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1280        | 2016 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1281        | 2016 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1282        | 2016 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1283        | 2016 Chevrolet Colorado        | Truck,Non DOT        |
| E1284        | 2016 Chevrolet Silverado 3500  | Truck,Non DOT        |
| E1285        | 2016 Chevrolet 1500            | Truck,Non DOT        |
| E1286        | 2007 Ford 750 water truck      | Water Truck          |
| E1287        | 2016 Chevrolet Colorado        | Truck,Non DOT        |
| E1288        | 2016 Chevrolet Colorado        | Truck,Non DOT        |
| E1289        | 2016 Chevrolet Colorado        | Truck,Non DOT        |
| E1290        | 2016 Freightliner 122SD        | Haul Truck           |
| E1291        | 2016 Freightliner 114SD        | Dumptruck            |
| E1292        | 2006 Freightliner 114SD        | Dumptruck            |
| E1293        | 2006 Freightliner M2 water tru | Water Truck          |
| E1294        | 2017 Chevrolet Tahoe           | Truck,Non DOT        |
| E130         | 2001 Belshe trailer            | TRAILER              |
| E1302        | 2005 Mack CV533 mixer truck    | Concrete Mixer Truck |
| E1303        | 2016 Mack GU813 mixer truck    | Concrete Mixer Truck |
| E1306        | 2017 Chevrolet Silverado 1500  | Truck,Non DOT        |
| E1307        | 2017 Chevrolet Silverado 1500  | Truck,Non DOT        |
| E1308        | 2017 Chevrolet Silverado 1500  | Truck,Non DOT        |
| E1311        | 2013 Ford 450                  | Service Truck        |
| E1314        | 2017 Chevrolet Colorado        | Truck,Non DOT        |
| E1315        | 2017 Chevrolet Colorado        | Truck,Non DOT        |
| E1319        | 2017 Chevrolet Silverado 2500  | Truck,Non DOT        |
| E132         | 2001 Belshe trailer            | TRAILER              |
| E1320        | 2017 Chevrolet Silverado 2500  | Truck,Non DOT        |
| E1321        | 2018 Chevrolet Silverado 3500  | Truck,Non DOT        |

|       |                                |                     |
|-------|--------------------------------|---------------------|
| E1322 | 2018 Chevrolet Silverado 3500  | Truck, Non DOT      |
| E1323 | 2018 Chevrolet Silverado 3500  | Truck, Non DOT      |
| E1326 | 1999 Sterling L7501 water truc | Water Truck         |
| E1327 | 2018 Chevrolet Silverado 2500  | Truck, Non DOT      |
| E1328 | 2018 Chevrolet Silverado 2500  | Truck, Non DOT      |
| E1329 | 2018 Chevrolet Silverado 2500  | Truck, Non DOT      |
| E133  | 2001 Belshe trailer            | TRAILER             |
| E1330 | 2018 Chevrolet Silverado 2500  | Truck, Non DOT      |
| E1331 | 2018 Chevrolet Colorado        | Truck, Non DOT      |
| E1333 | 2018 Chevrolet Silverado 1500  | Truck, Non DOT      |
| E1335 | 2019 Chevrolet Colorado        | Truck, Non DOT      |
| E1338 | 2019 Freightliner M2-10        | Truck, Non DOT      |
| E1339 | 2019 Ford 550                  | Service Truck       |
| E1340 | 2018 Chevrolet Silverado 1500  | Truck, Non DOT      |
| E1341 | 2019 Chevrolet Silverado 3500  | Truck, Non DOT      |
| E1342 | 2019 Chevrolet Silverado 3500  | Truck, Non DOT      |
| E1343 | 2019 Chevrolet Silverado 1500  | Truck, Non DOT      |
| E1344 | 2019 Chevrolet 3500            | Truck, Non DOT      |
| E1345 | Cadillac Eldorado              | Miscellaneous Equip |
| E1346 | 2006 Ford 750 water truck      | Water Truck         |
| E1347 | 2012 Peterbilt                 | Haul Truck          |
| E1348 | 2012 Mack                      | Haul Truck          |
| E1349 | 2019 Chevrolet 2500            | Truck, Non DOT      |
| E1350 | 2019 Chevrolet 2500            | Truck, Non DOT      |
| E1355 | 2019 Ford 250                  | Truck, Non DOT      |
| E1356 | 2019 Ford 250                  | Truck, Non DOT      |
| E1357 | 2017 Freightliner M2106        | Truck, Non DOT      |
| E1358 | 2020 Chevrolet 3500            | Truck, Non DOT      |
| E1360 | 2021 Chevrolet Tahoe           | Truck, Non DOT      |
| E1361 | 2020 Ford 150                  | Truck, Non DOT      |
| E1362 | 2020 Ford 150                  | Truck, Non DOT      |
| E1363 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1364 | 2020 Freightliner 114SD        | Dumptruck           |
| E1365 | 2020 Freightliner 114SD        | Dumptruck           |
| E1366 | 2020 Ford 350                  | Truck, Non DOT      |
| E1367 | 2020 Ford 350                  | Truck, Non DOT      |
| E1368 | 2020 Chevrolet 1500            | Truck, Non DOT      |
| E1369 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1371 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1372 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1373 | 2021 Chevrolet 3500            | Truck, Non DOT      |
| E1374 | 2021 Chevrolet 3500            | Truck, Non DOT      |
| E1375 | 2021 Chevrolet 3500            | Truck, Non DOT      |
| E1376 | 2021 Chevrolet 3500            | Truck, Non DOT      |
| E1377 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1378 | 2013 Ford 750                  | Truck, Non DOT      |
| E1379 | 2021 Chevrolet 2500            | Truck, Non DOT      |
| E1380 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1381 | 2021 Chevrolet 2500            | Truck, Non DOT      |
| E1382 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1383 | 2019 Ford 150                  | Truck, Non DOT      |
| E1384 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1385 | 2021 Chevrolet 1500            | Truck, Non DOT      |
| E1386 | 2011 Ford 550                  | Truck, Non DOT      |
| E1388 | 2021 Chevrolet 1500            | Truck, Non DOT      |

|       |                                |                      |
|-------|--------------------------------|----------------------|
| E1389 | 2021 Chevrolet 1500            | Truck,Non DOT        |
| E139  | 2004 Lonestar trailer          | TRAILER              |
| E1390 | 2015 Ford 750 water truck      | Water Truck          |
| E1391 | 2003 Sterling vacuum truck     | Vac Truck            |
| E1392 | 2019 Ford 350                  | Truck,Non DOT        |
| E1393 | 2022 Ford 550                  | Truck,Non DOT        |
| E1394 | 2022 Ford 550                  | Truck,Non DOT        |
| E1395 | 2021 Chevrolet 1500            | Truck,Non DOT        |
| E1396 | 2022 Chevrolet 1500            | Truck,Non DOT        |
| E1397 | 2022 Chevrolet 1500            | Truck,Non DOT        |
| E1399 | 2003 Sterling vacuum truck     | Vac Truck            |
| E140  | 2004 Interstate trailer        | TRAILER              |
| E1400 | 2023 Kenworth T880             | Haul Truck           |
| E1401 | Car                            | Miscellaneous Equip  |
| E1402 | 2022 Chevrolet Tahoe           | Truck,Non DOT        |
| E1403 | Rolls Royce Dawn               | Miscellaneous Equip  |
| E1404 | 2022 Chevrolet Colorado        | Truck,Non DOT        |
| E1406 | Blue 1969 Camaro               | Truck,Non DOT        |
| E1407 | 2013 Ford 650 water truck      | Water Truck          |
| E1408 | 2008 Sterling vacuum truck     | Vac Truck            |
| E1409 | 2012 Ford 750 water truck      | Water Truck          |
| E1410 | 2005 Ford 750 water truck      | Water Truck          |
| E1411 | 2005 Freightliner rollback     | Service Truck        |
| E1412 | 1970 fire truck                | Miscellaneous Equip  |
| E1415 | 2001 International distributor | Distributor Truck    |
| E1416 | 2022 Freightliner step van     | Truck,Non DOT        |
| E1417 | 2023 Chevrolet 2500            | Truck,Non DOT        |
| E1418 | 2012 Mack pump truck           | Pump Truck           |
| E1419 | 2009 Volvo mixer truck         | Concrete Mixer Truck |
| E142  | 2004 Wylie water trailer       | TRAILER              |
| E1420 | 2003 International fuel/lube   | Truck,Non DOT        |
| E1421 | 2005 International mixer       | Concrete Mixer Truck |
| E1422 | 2022 Ford 250                  | Truck,Non DOT        |
| E1423 | 2022 Ford 250                  | Truck,Non DOT        |
| E1424 | 2022 Ford 250                  | Truck,Non DOT        |
| E1425 | 2022 Ford 250                  | Truck,Non DOT        |
| E1426 | 2009 Peterbilt                 | Haul Truck           |
| E1427 | 2023 Cadillac Escalade         | Truck,Non DOT        |
| E1428 | 2022 Dodge Ram                 | Truck,Non DOT        |
| E1429 | 2023 Camaro/Chevelle           | Truck,Non DOT        |
| E1430 | 2012 Freightliner mixer truck  | Concrete Mixer Truck |
| E1431 | 1962 Chevrolet Impala          | Miscellaneous Equip  |
| E1432 | International 7300 distributor | Distributor Truck    |
| E1433 | Mack crane truck               | Haul Truck           |
| E1434 | Kenworth T800 mixer            | Concrete Mixer Truck |
| E1435 | Kenworth fuel/lube truck       | Service Truck        |
| E1436 | 2018 Cadillac                  | Miscellaneous Equip  |
| E1437 | 1973 Plymouth Cuda             | Miscellaneous Equip  |
| E1438 | 2021 Camaro                    | Truck,Non DOT        |
| E1439 | 2023 Colorado                  | Truck,Non DOT        |
| E144  | 2005 Magnum water tank         | Water Tanks          |
| E1440 | 2024 GMC Sierra 2500           | Truck,Non DOT        |
| E1441 | 2024 GMC SIERRA 2500           | Truck,Non DOT        |
| E1442 | 2024 GMC SIERRA 2500           | Truck,Non DOT        |
| E1443 | 2024 GMC SIERRA 2500           | Truck,Non DOT        |

|       |                                 |                     |
|-------|---------------------------------|---------------------|
| E1444 | 2023 Chevrolet Silverado        | Truck, Non DOT      |
| E1445 | 2023 Chevrolet Colorado         | Truck, Non DOT      |
| E1446 | 2023 Chevrolet Silverado        | Truck, Non DOT      |
| E146  | 2005 Trailblazer trailer        | TRAILER             |
| E147  | 2005 Lonestar trailer           | TRAILER             |
| E148  | 2005 Lonestar trailer           | TRAILER             |
| E150  | 2005 Lonestar trailer           | TRAILER             |
| E1511 | Terex PT6000 buggy              | Power Buggy         |
| E1514 | 2006 Cat 416E backhoe           | Backhoe             |
| E1516 | 2007 John Deere 27D mini excav  | Mini Excavator      |
| E1518 | 2008 John Deere 328 skidsteer   | Skidsteer           |
| E1522 | Laymor 8HC sweeper              | Sweepers            |
| E1523 | 2007 John Deere 310SG skidsteer | Skidsteer           |
| E1524 | John Deere 35D mini excavator   | Mini Excavator      |
| E1530 | 2012 LeeBoy 8510 paver          | Asphalt Paver       |
| E1531 | 2015 Cat 262D skidsteer         | Skidsteer           |
| E1532 | 2015 Cat 262D skidsteer         | Skidsteer           |
| E1533 | 2015 Cat 262D skidsteer         | Skidsteer           |
| E1534 | 2015 Cat 262D skidsteer         | Skidsteer           |
| E1538 | Terex RS350 reclaimer           | Reclaimer           |
| E1539 | 2011 John Deere 326D skidsteer  | Skidsteer           |
| E154  | 2006 Lonestar trailer           | TRAILER             |
| E1542 | 2006 Genie GTH644 scissorlift   | Scissor Lifts       |
| E1543 | 2006 Skytrack 6042-6K           | Skytrack            |
| E1544 | 2005 Laymor 8HC sweeper         | Sweepers            |
| E1547 | 2002 Genie GS2668 scissorlift   | Scissor Lifts       |
| E1548 | 2007 Genie GS3384 scissorlift   | Scissor Lifts       |
| E1551 | Bomag MPH364R-2                 | Reclaimer           |
| E1554 | Shark power washer              | Power Washer        |
| E1556 | Wacker R-12A roller             | Roller              |
| E1564 | Cat 303CR mini excavator        | Mini Excavator      |
| E1565 | Cat 312C excavator              | Excavator           |
| E1566 | Cat 303C mini excavator         | Mini Excavator      |
| E1569 | 2006 Genie GS1530 scissorlift   | Scissor Lifts       |
| E1571 | 2006 Genie GTH-644 scissorlift  | Scissor Lifts       |
| E1573 | 2006 Terex TH644C               | Boom Lifts          |
| E1575 | 2007 Genie S40 boom lift        | Boom Lifts          |
| E1576 | 2007 Genie GS3246 scissorlift   | Scissor Lifts       |
| E1578 | Genie S40 boom lift             | Boom Lifts          |
| E1579 | 2011 John Deere 323D skidsteer  | Skidsteer           |
| E1580 | 2016 Doosan DL200 loader        | Rubber Tire Loaders |
| E1581 | Cat 12M2 grader                 | Motorgrader         |
| E1584 | 2010 Ditch Witch trencher       | Miscellaneous Equip |
| E1585 | 2015 Terramite TSSB sweeper     | Sweepers            |
| E1586 | 2016 Tennant 5680 sweeper       | Sweepers            |
| E159  | 2007 Lonestar trailer           | TRAILER             |
| E1590 | 2012 Cat TL943C skytrack        | Skytrack            |
| E1591 | 2013 Cat D4K dozer              | Dozer               |
| E1592 | Terex TA3 buggy                 | Power Buggy         |
| E1593 | Cat 414E box blade              | Box Blade           |
| E1594 | 2012 Cat D6T dozer              | Dozer               |
| E1595 | 2014 Cat D4K2 XL dozer          | Dozer               |
| E1598 | 2007 JLG G6042A lift            | Boom Lifts          |
| E1600 | 2011 JLG 6042 lift              | Boom Lifts          |
| E1601 | Cat 320FL excavator             | Excavator           |

|       |                                |                      |
|-------|--------------------------------|----------------------|
| E1602 | Cat D4K dozer                  | Dozer                |
| E1604 | 2008 Cat D4K XL dozer          | Dozer                |
| E1606 | 2017 Cat 262D skidsteer        | Skidsteer            |
| E1607 | 2017 Cat 262D skidsteer        | Skidsteer            |
| E1608 | 2017 Cat 262D skidsteer        | Skidsteer            |
| E1609 | 2017 Cat 262D skidsteer        | Skidsteer            |
| E161  | 2007 Ranger trailer            | TRAILER              |
| E1610 | 2004 HEM paver                 | Concrete Paver       |
| E1611 | 2014 HEM TC1200 power bridge   | Miscellaneous Equip  |
| E1612 | Genie GR20 scissorlift         | Scissor Lifts        |
| E1613 | Genie S80 lift                 | Boom Lifts           |
| E1616 | 2018 John Deere 35G mini excav | Mini Excavator       |
| E1617 | John Deere 35G mini excavator  | Mini Excavator       |
| E1618 | John Deere 35G mini excavator  | Mini Excavator       |
| E1619 | 2018 Cat D5K dozer             | Dozer                |
| E162  | 2007 Lonestar trailer          | TRAILER              |
| E1620 | 2014 Cat 259D skidsteer        | Skidsteer            |
| E1621 | 2014 Cat 279D skidsteer        | Skidsteer            |
| E1624 | 2018 John Deere 325G skidsteer | Skidsteer            |
| E1625 | 2018 John Deere 325G skidsteer | Skidsteer            |
| E1626 | 2018 John Deere 325G skidsteer | Skidsteer            |
| E1627 | 2018 John Deere 325G skidsteer | Skidsteer            |
| E1628 | 2018 Doosan DL220-5 loader     | Rubber Tire Loaders  |
| E163  | 2008 Pace box trailer          | TRAILER              |
| E1630 | Cat P8000 forklift             | Forklift             |
| E1631 | 2008 Terex RS-425C mixer truck | Concrete Mixer Truck |
| E1632 | 2011 Bobcat mini excavator     | Mini Excavator       |
| E1633 | 2014 Bobcat T590 skidsteer     | Skidsteer            |
| E1635 | John Deere 325G skidsteer      | Skidsteer            |
| E1636 | John Deere 325G skidsteer      | Skidsteer            |
| E1637 | John Deere 331G skidsteer      | Skidsteer            |
| E1638 | John Deere 331G skidsteer      | Skidsteer            |
| E1639 | Cat 926ML excavator            | Excavator            |
| E1640 | John Deere 325G skidsteer      | Skidsteer            |
| E1641 | John Deere 325G skidsteer      | Skidsteer            |
| E1642 | Cat 320 excavator              | Excavator            |
| E1643 | Volvo 7170 paver               | Asphalt Paver        |
| E1644 | Laymor 8HC sweeper             | Sweepers             |
| E1645 | Laymor 8HC sweeper             | Sweepers             |
| E1646 | Bobcat T590 skidsteer          | Skidsteer            |
| E1647 | Laymor SM300 sweeper           | Sweepers             |
| E1648 | Genie GTH1056 lift             | Boom Lifts           |
| E1649 | MEC 2684RT lift                | Scissor Lifts        |
| E1651 | Laymor SM300 sweeper           | Sweepers             |
| E1652 | Genie Z80/60 lift              | Boom Lifts           |
| E1653 | JLG skytrack                   | Skytrack             |
| E1654 | Laymor SM300 sweeper           | Sweepers             |
| E1655 | Wanco arrow board              | Miscellaneous Equip  |
| E1656 | Kubota SVL95 skidsteer         | Skidsteer            |
| E1657 | Kubota SVL95                   | Skidsteer            |
| E1658 | Case 580N backhoe              | Backhoe              |
| E1659 | Gomaco 9500 grade trimmer      | Asphalt Paver        |
| E166  | 2007 Lonestar trailer          | TRAILER              |
| E1660 | Mitsubishi forklift            | Forklift             |
| E1661 | Komatsu forklift               | Forklift             |

|       |                               |                     |
|-------|-------------------------------|---------------------|
| E1662 | Bobcat T550 track loader      | Track Loader        |
| E1663 | Bobcat T590 track loader      | Track Loader        |
| E1664 | Bobcat T750 track loader      | Track Loader        |
| E1665 | Gomaco GHP2800 paver          | Asphalt Paver       |
| E1667 | Gomaco GHP2800 paver          | Asphalt Paver       |
| E1668 | Roadtec cold planer           | Planer              |
| E1669 | Mitsubishi forklift           | Forklift            |
| E167  | 1992 Dorsey box trailer       | TRAILER             |
| E1670 | Volvo EC220DL excavator       | Excavator           |
| E1671 | 2019 Volvo G930B grader       | Motorgrader         |
| E1672 | Genie S125 lift               | Boom Lifts          |
| E1673 | John Deere 35G mini excavator | Mini Excavator      |
| E1674 | John Deere 35G mini excavator | Mini Excavator      |
| E1677 | Gomaco C550 texture machine   | Asphalt Paver       |
| E1678 | Cat 963K track loader         | Track Loader        |
| E1679 | Cat D5K2 dozer                | Dozer               |
| E1680 | 2005 Terex TA30 6x6           | Dumptruck           |
| E1682 | Wirtgen cold planer           | Planer              |
| E1683 | Toyota forklift               | Forklift            |
| E1684 | Cat P5000 forklift            | Forklift            |
| E1686 | Mobile office                 | Miscellaneous Equip |
| E1687 | Volvo P7170 paver             | Asphalt Paver       |
| E1688 | Volvo G930B grader            | Motorgrader         |
| E1689 | Volvo EW160E excavator        | Excavator           |
| E1690 | Bomag RS446 recycler          | Reclaimer           |
| E1691 | Broce RJT350 sweeper          | Sweepers            |
| E1694 | John Deere 672G grader        | Motorgrader         |
| E1695 | 2020 Cat 320 excavator        | Excavator           |
| E1696 | Gomaco trimmer/placer         | Concrete Paver      |
| E1697 | 2019 Cat 299D2 track loader   | Track Loader        |
| E1698 | Gomaco curber                 | Concrete Paver      |
| E1699 | Faresin forklift              | Forklift            |
| E1700 | 2020 Sinoboom TB910           | Boom Lifts          |
| E1701 | Skytrac 10054 lift            | Skytrack            |
| E1702 | John Deere 672G grader        | Motorgrader         |
| E1703 | John Deere 331G skidsteer     | Skidsteer           |
| E1704 | John Deere 331G skidsteer     | Skidsteer           |
| E1705 | John Deere 333G skidsteer     | Skidsteer           |
| E1706 | John Deere 333G skidsteer     | Skidsteer           |
| E1707 | Genie GTH844 lift             | Boom Lifts          |
| E1708 | Dieci 12.56-C lift            | Skytrack            |
| E1709 | Solar Technology arrow board  | Miscellaneous Equip |
| E1710 | Solar Technology arrow board  | Miscellaneous Equip |
| E1711 | John Deere 35G mini excavator | Mini Excavator      |
| E1712 | John Deere 35G mini excavator | Mini Excavator      |
| E1713 | Volvo P7170B paver            | Asphalt Paver       |
| E1714 | 2018 Cat 326 excavator        | Excavator           |
| E1715 | John Deere 130G excavator     | Excavator           |
| E1716 | Terex RS446C stabilizer       | Reclaimer           |
| E1717 | Terex RS446C stabilizer       | Reclaimer           |
| E1718 | Roadtec cold planer           | Planer              |
| E1719 | Cat PM622 cold planer         | Planer              |
| E172  | 2006 Ranger trailer           | TRAILER             |
| E1720 | Cat PM622 cold planer         | Planer              |
| E1721 | 2014 Broce RJ350 sweeper      | Sweepers            |

|       |                                |                       |
|-------|--------------------------------|-----------------------|
| E1722 | 2014 Broce RJT350 sweeper      | Sweepers              |
| E1723 | 2005 Broce RJT350 sweeper      | Sweepers              |
| E1724 | Paladin belt feeder            | Miscellaneous Equip   |
| E1725 | John Deere 310 L backhoe       | Backhoe               |
| E1726 | John Deere 310L backhoe        | Backhoe               |
| E1727 | Kubota SVL97 skidsteer         | Skidsteer             |
| E1728 | Kubota SVL97-2 skidsteer       | Skidsteer             |
| E1729 | Kubota SVL97-2 skidsteer       | Skidsteer             |
| E173  | Northstar power washer         | Power Washer          |
| E1730 | Kubota SVL75-2 skidsteer       | Skidsteer             |
| E1731 | Tennsmith folding machine      | Miscellaneous Equip   |
| E1732 | Sinoboom 1330SE lift           | Boom Lifts            |
| E1733 | Sinoboom 1330SE lift           | Boom Lifts            |
| E1734 | Sinoboom 1330SE lift           | Boom Lifts            |
| E1735 | Sinoboom 1330SE lift           | Boom Lifts            |
| E1736 | John Deere 300G excavator      | Excavator             |
| E1737 | 2021 Doosan DX62R mini excavat | Mini Excavator        |
| E1738 | 2020 Cat 312F excavator        | Excavator             |
| E1739 | Laymor sweeper                 | Sweepers              |
| E174  | 2010 Crack Pro CP260           | Crackseal Machine     |
| E1740 | Laymor SM300 sweeper           | Sweepers              |
| E1741 | JCB boom lift                  | Boom Lifts            |
| E1742 | JCB forklift                   | Forklift              |
| E1743 | Roadtec 190E asphalt paver     | Asphalt Paver         |
| E1744 | 2015 JCB 145LC track loader    | Track Loader          |
| E1745 | 2012 Volvo G940B grader        | Motorgrader           |
| E1747 | 2016 Roadtec RP190E paver      | Asphalt Paver         |
| E1748 | 1991 Komatsu PC28 excavator    | Excavator             |
| E1750 | Rhino RAP60W paver             | Asphalt Paver         |
| E1751 | 2012 JLG lift                  | Boom Lifts            |
| E1752 | 2014 Genie scissorlift         | Scissor Lifts         |
| E1753 | 2014 Genie scissorlift         | Scissor Lifts         |
| E1754 | 2014 Genie scissorlift         | Scissor Lifts         |
| E1755 | 2019 Cat D4 dozer              | Dozer                 |
| E1756 | 2012 Genie scissorlift         | Scissor Lifts         |
| E1757 | 2014 Genie scissorlift         | Scissor Lifts         |
| E1758 | 2002 Cat D6 dozer              | Dozer                 |
| E1759 | Laymor SM300 sweeper           | Sweepers              |
| E176  | 2006 LeeBoy L250 distributor   | Miscellaneous Equip   |
| E1760 | 2015 Cat 12M3 grader           | Motorgrader           |
| E1761 | Bobcat L28 skidsteer           | Skidsteer             |
| E1762 | 2000 Argo ATV                  | Miscellaneous Equip   |
| E1763 | Batch plant                    | Concrete Batch Plants |
| E1764 | Sealcoat squeegee              | Miscellaneous Equip   |
| E1766 | John Deere 310K backhoe        | Backhoe               |
| E1767 | John Deere 325G track loader   | Track Loader          |
| E1768 | 2020 Cat 259D3 track loader    | Track Loader          |
| E1769 | 2018 Cat 249D track loader     | Track Loader          |
| E177  | Ingersoll Rand light tower     | Light Tower           |
| E1770 | 2020 Agrotk mini excavator     | Mini Excavator        |
| E1771 | 2022 Agrotk mini excavator     | Mini Excavator        |
| E1772 | 2018 Wirtgen slip form paver   | Concrete Paver        |
| E1773 | Power curber 5700 B            | Concrete Paver        |
| E1775 | 2022 Tensik concrete plant     | Concrete Paver        |
| E1776 | 2018 Kubota MX5400HST          | Rubber Tire Loaders   |

|       |                                |                     |
|-------|--------------------------------|---------------------|
| E1777 | 2018 ASV RT75 skidsteer        | Skidsteer           |
| E1778 | Allen 1800 power work bridge   | Miscellaneous Equip |
| E1779 | 2004 CMI reclaimer             | Reclaimer           |
| E178  | 2015 Anderson trailer          | TRAILER             |
| E1780 | 2016 Kubota SVL75 skidsteer    | Skidsteer           |
| E1781 | Wabco 440 grader               | Motorgrader         |
| E1782 | 2004 Gomaco GP2600 slip form p | Concrete Paver      |
| E1783 | CMI concrete paver             | Concrete Paver      |
| E1784 | 2015 Genie scissorlift         | Scissor Lifts       |
| E1785 | 2015 Genie scissorlift         | Scissor Lifts       |
| E1786 | 2015 Genie scissorlift         | Scissor Lifts       |
| E1787 | Genie scissorlift              | Scissor Lifts       |
| E1788 | Genie scissorlift              | Scissor Lifts       |
| E1789 | Genie scissorlift              | Scissor Lifts       |
| E179  | 2008 Allmand light tower       | Light Tower         |
| E1790 | Genie scissorlift              | Scissor Lifts       |
| E1791 | 2018 Gehl RT165 skidsteer      | Skidsteer           |
| E1792 | 2019 Wacker Neuson skidsteer   | Skidsteer           |
| E1793 | New Holland tractor            | Rubber Tire Loaders |
| E1794 | Hitachi mini excavator         | Mini Excavator      |
| E1795 | 2001 Cat AP1055B paver         | Asphalt Paver       |
| E1796 | Miller Formless M-8100 paver   | Concrete Paver      |
| E1797 | 2009 Wirtgen tracked planer    | Planer              |
| E1798 | Hyundai HX480L excavator       | Excavator           |
| E1799 | Hyundai HX480L excavator       | Excavator           |
| E180  | 2011 Felling trailer           | TRAILER             |
| E1800 | Genie 40 scissorlift           | Scissor Lifts       |
| E1801 | Genie 32' scissorlift          | Scissor Lifts       |
| E1802 | Genie 32' scissorlift          | Scissor Lifts       |
| E1803 | Genie 32' scissorlift          | Scissor Lifts       |
| E1804 | Genie 32' scissorlift          | Scissor Lifts       |
| E1805 | Genie 32' scissorlift          | Scissor Lifts       |
| E1806 | Genie 26' scissorlift          | Scissor Lifts       |
| E1807 | Genie 26' scissorlift          | Scissor Lifts       |
| E1808 | Genie 26' scissorlift          | Scissor Lifts       |
| E1809 | Genie 26' scissorlift          | Scissor Lifts       |
| E181  | Wylie water tank               | Water Tanks         |
| E1810 | Genie 26' scissorlift          | Scissor Lifts       |
| E1811 | JLG 25' scissorlift            | Scissor Lifts       |
| E1812 | JLG 25' scissorlift            | Scissor Lifts       |
| E1813 | Skyjack lift                   | Scissor Lifts       |
| E1814 | Skyjack lift                   | Scissor Lifts       |
| E1815 | Skyjack lift                   | Scissor Lifts       |
| E1816 | Skyjack lift                   | Scissor Lifts       |
| E1817 | Skyjack lift                   | Scissor Lifts       |
| E1818 | Skyjack lift                   | Scissor Lifts       |
| E1819 | JLG scissorlift                | Scissor Lifts       |
| E1820 | JLG 19' scissorlift            | Scissor Lifts       |
| E1821 | Genie scissorlift              | Scissor Lifts       |
| E1822 | 2006 Gomaco paver              | Concrete Paver      |
| E1823 | JCB 4x4 dumper                 | Miscellaneous Equip |
| E1824 | 2016 Bomag BW135AD roller      | Roller              |
| E1825 | 2017 Bomag roller              | Roller              |
| E1826 | 2019 Polaris utility cart      | Miscellaneous Equip |
| E1827 | 2016 Cushman hauler            | Miscellaneous Equip |

|       |                                |                     |
|-------|--------------------------------|---------------------|
| E1828 | Screening plant                | Miscellaneous Equip |
| E1829 | Chip spreader                  | Asphalt Paver       |
| E1830 | 2016 Allen ride on trowel      | Miscellaneous Equip |
| E1831 | 2018 Allen ride on trowel      | Miscellaneous Equip |
| E1832 | Allen ride on trowel           | Miscellaneous Equip |
| E1833 | 2019 Allen ride on trowel      | Miscellaneous Equip |
| E1834 | 2020 John Deere 325 G skid ste | Skidsteer           |
| E1835 | Komatsu WA270-8 wheel loader   | Rubber Tire Loaders |
| E1836 | Cat 963D crawler loader        | Rubber Tire Loaders |
| E1837 | Somero SXP laser concrete scre | Concrete Screed     |
| E1838 | Morrison 16' concrete screed   | Concrete Screed     |
| E1839 | Morrison 16' concrete screed   | Concrete Screed     |
| E184  | 2010 Best trailer              | TRAILER             |
| E1840 | Sany motorgrader               | Motorgrader         |
| E1841 | Toyota forklift                | Forklift            |
| E1842 | Blaw Knox RW195C               | Asphalt Paver       |
| E1843 | Arrow Master drop hammer       | Miscellaneous Equip |
| E1844 | Broce broom                    | Sweepers            |
| E1845 | Lay Mor broom                  | Sweepers            |
| E1846 | Roadtec transfer machine       | Asphalt Paver       |
| E1847 | Kubota skidsteer               | Skidsteer           |
| E1848 | Hitachi wheel loader           | Rubber Tire Loaders |
| E1849 | Kubota SVL95-2S skid steer     | Skidsteer           |
| E185  | 2011 Allmand light tower       | Light Tower         |
| E1851 | JCB excavator                  | Excavator           |
| E1852 | Kubota skid steer              | Skidsteer           |
| E1853 | John Deere dozer               | Dozer               |
| E1854 | Cat water wagon                | Water Truck         |
| E1855 | John Deere 333G track loader   | Track Loader        |
| E1856 | Terex articulated dump truck   | Dumptruck           |
| E1857 | Cat 725 articulated dump truck | Dumptruck           |
| E1858 | Laymor broom                   | Sweepers            |
| E1859 | JCB telehandler                | Boom Lifts          |
| E186  | Terex light tower              | Light Tower         |
| E1860 | Cat TL932 D telehandler        | Boom Lifts          |
| E1861 | Cat 310 excavator              | Excavator           |
| E1862 | Wirtgen texture cure machine   | Concrete Paver      |
| E1863 | LeeBoy asphalt paver           | Asphalt Paver       |
| E1864 | Genie S-65 boom lift           | Boom Lifts          |
| E1865 | Genie S-65 boom lift           | Boom Lifts          |
| E1866 | JLG boom lift                  | Boom Lifts          |
| E1867 | STL golf cart                  | Miscellaneous Equip |
| E1868 | STL golf cart                  | Miscellaneous Equip |
| E1869 | STL golf cart                  | Miscellaneous Equip |
| E187  | 2004 Wabash dry van            | TRAILER             |
| E1870 | Gomaco 9500 trimmer/placer     | Asphalt Paver       |
| E1871 | Gomaco concrete placer         | Concrete Paver      |
| E1872 | 5'6" speed screed              | Concrete Screed     |
| E1873 | Multi panel roofing machine    | Miscellaneous Equip |
| E188  | 2004 Wabash dry van            | TRAILER             |
| E189  | 2004 Wabash dry van            | TRAILER             |
| E191  | 2002 Stoughton dry van         | TRAILER             |
| E192  | 1999 Stoughton dry van         | TRAILER             |
| E193  | 2001 Stoughton dry van         | TRAILER             |
| E194  | 2017 Gallegos end dump         | TRAILER             |

|      |                              |                     |
|------|------------------------------|---------------------|
| E195 | 2017 C&S trailer             | TRAILER             |
| E196 | 2017 C&S trailer             | TRAILER             |
| E197 | 2017 Load King trailer       | TRAILER             |
| E198 | 2017 Interstate trailer      | TRAILER             |
| E199 | 2006 Multiquip generator     | Generators          |
| E200 | 2011 Anderson trailer        | TRAILER             |
| E201 | 2013 Magnum water trailer    | Water Tanks         |
| E23  | Lincoln 225 welder           | Welders             |
| E24  | Miller Bobcat 250            | Welders             |
| E25  | Miller Bobcat 225 welder     | Welders             |
| E26  | Lincoln Vantage 400 welder   | Welders             |
| E27  | Miller Bobcat 225 welder     | Welders             |
| E319 | Sullair 185 compressor       | Miscellaneous Equip |
| E320 | Magnum light tower           | Light Tower         |
| E324 | Multiquip generator          | Generators          |
| E325 | John Deere brush hog         | Miscellaneous Equip |
| E326 | Bradco trench saw            | Miscellaneous Equip |
| E327 | Titan sweeper                | Sweepers            |
| E328 | Bilt Tuff brush hog          | Miscellaneous Equip |
| E329 | 2006 Great Dane dry van      | TRAILER             |
| E330 | 2006 Great Dane dry van      | TRAILER             |
| E331 | 2018 Big Tex trailer         | TRAILER             |
| E332 | 2018 Big Tex trailer         | TRAILER             |
| E333 | 2018 Big Tex trailer         | TRAILER             |
| E334 | 2018 Big Tex trailer         | TRAILER             |
| E336 | 2019 C&S trailer             | TRAILER             |
| E337 | 2019 C&S trailer             | TRAILER             |
| E338 | 2019 C&S trailer             | TRAILER             |
| E339 | 2018 Belshe trailer          | TRAILER             |
| E340 | 2018 Belshe trailer          | TRAILER             |
| E341 | 2018 Belshe trailer          | TRAILER             |
| E342 | 2018 Belshe trailer          | TRAILER             |
| E343 | 2018 Belshe trailer          | TRAILER             |
| E344 | 2014 Allmand light tower     | Light Tower         |
| E345 | Northstar power washer       | Power Washer        |
| E351 | 2019 Belshe trailer          | TRAILER             |
| E352 | 2019 Belshe trailer          | TRAILER             |
| E353 | 2019 Belshe trailer          | TRAILER             |
| E354 | 2014 Towmaster trailer       | TRAILER             |
| E355 | 2020 Felling trailer         | TRAILER             |
| E356 | Crack Pro crackfill machine  | Crackseal Machine   |
| E357 | 2015 Shark trailer           | TRAILER             |
| E359 | 2015 Doosan air compressor   | Miscellaneous Equip |
| E360 | 2012 JLG trailer             | TRAILER             |
| E361 | 2013 Best trailer            | TRAILER             |
| E362 | 2011 Best trailer            | TRAILER             |
| E364 | 2012 JLG trailer             | TRAILER             |
| E365 | 2020 Brazos end dump trailer | TRAILER             |
| E366 | Belshe trailer               | TRAILER             |
| E367 | Poweray asphalt heater       | Miscellaneous Equip |
| E368 | Powerscreen                  | Concrete Paver      |
| E369 | Bagela trailer               | TRAILER             |
| E370 | 2021 Belshe trailer          | TRAILER             |
| E371 | 2021 Belshe trailer          | TRAILER             |
| E372 | 2020 Brazos low boy trailer  | TRAILER             |

|      |                                |                       |
|------|--------------------------------|-----------------------|
| E373 | 1979 Aztec trailer             | Miscellaneous Equip   |
| E374 | Mobile office                  | TRAILER               |
| E375 | 2019 Armour Lite dump trailer  | TRAILER               |
| E376 | 2019 Durahaul dump trailer     | TRAILER               |
| E378 | Honda power washer             | Power Washer          |
| E379 | 2015 Exa trailer               | TRAILER               |
| E38  | Lincoln welder                 | Welders               |
| E380 | Container                      | Miscellaneous Equip   |
| E381 | 2013 Vermeer vacuum trailer    | TRAILER               |
| E382 | Blue Viper power washer        | Power Washer          |
| E383 | 2022 Delta trailer             | TRAILER               |
| E384 | 2023 Interstate trailer        | TRAILER               |
| E385 | 2019 Kaufman trailer           | TRAILER               |
| E386 | 20123 Multiquip water trailer  | TRAILER               |
| E387 | Atlas light tower              | Light Tower           |
| E388 | 2022 Aspen trailer             | TRAILER               |
| E389 | Genie light tower              | Light Tower           |
| E390 | 2011 Ledwell trailer           | TRAILER               |
| E391 | Suihe power washer             | Power Washer          |
| E392 | 2010 Texas Bragg trailer       | TRAILER               |
| E393 | 2018 Circle M trailer          | TRAILER               |
| E394 | Generac light tower            | Light Tower           |
| E395 | Vince Hagen batch plant        | Concrete Batch Plants |
| E396 | Blue Viper power washer        | Power Washer          |
| E397 | 2008 Mega water tower          | Miscellaneous Equip   |
| E398 | 2014 Cimline asphalt trailer   | TRAILER               |
| E399 | 2011 LeeBoy distributor traile | TRAILER               |
| E400 | 2008 Cargo Mate enclosed trail | TRAILER               |
| E401 | 2022 LeeBoy tack trailer       | TRAILER               |
| E402 | 2013 LeeBoy asphalt trailer    | TRAILER               |
| E403 | 2022 Ranco end dump trailer    | TRAILER               |
| E404 | Multiquip generator            | Generators            |
| E405 | Industrias 990 gal fuel tank   | Fuel Tanks            |
| E406 | Industrias 990 gal fuel tank   | Fuel Tanks            |
| E407 | Multiquip generator            | Generators            |
| E408 | Doodler conveyor               | Miscellaneous Equip   |
| E410 | Triton generator               | Generators            |
| E411 | Mobile office                  | Miscellaneous Equip   |
| E412 | Mobile office                  | Miscellaneous Equip   |
| E416 | 1999 Bomag BW11RH roller       | Roller                |
| E417 | Terex TV1300 roller            | Roller                |
| E418 | Ingersoll Rand roller          | Roller                |
| E420 | Ingersoll Rand SD100D roller   | Roller                |
| E423 | Ingersoll Rand SD40D roller    | Roller                |
| E425 | Hamm 3307P roller              | Roller                |
| E426 | Ingersoll Rand SD70F roller    | Roller                |
| E427 | Ingersoll Rand SD45D roller    | Roller                |
| E428 | Hamm HD090V roller             | Roller                |
| E429 | Bomag BW120AD-4 roller         | Roller                |
| E430 | Bomag BW120AD-4 roller         | Roller                |
| E432 | Hamm H1720584 roller           | Roller                |
| E435 | Cat CS-323C roller             | Roller                |
| E438 | Hamm 3307 roller               | Roller                |
| E439 | Hamm 3307 roller               | Roller                |
| E440 | Cat PS150B roller              | Roller                |

|      |                                |                     |
|------|--------------------------------|---------------------|
| E442 | Cat PS150B roller              | Roller              |
| E443 | Volvo SD100D roller            | Roller              |
| E445 | Cat CP44B roller               | Roller              |
| E450 | Hamm H111XP roller             | Roller              |
| E451 | DynaPac CA150PD roller         | Roller              |
| E452 | Hamm HD12VV roller             | Roller              |
| E453 | Hamm HD12 roller               | Roller              |
| E454 | DynaPac CP142 roller           | Roller              |
| E456 | Hamm 3410 roller               | Roller              |
| E457 | Hamm HD12V roller              | Roller              |
| E459 | Hamm 3412P roller              | Roller              |
| E460 | Hamm HD140i roller             | Roller              |
| E461 | Volvo PT240 roller             | Roller              |
| E462 | Hamm HD12 roller               | Roller              |
| E463 | Volvo PTR240 roller            | Roller              |
| E464 | Volvo PTR240 roller            | Miscellaneous Equip |
| E465 | Hamm 3410 roller               | Roller              |
| E466 | JCB VM75 roller                | Roller              |
| E467 | JCB CV83PD roller              | Roller              |
| E468 | Volvo DD112HF roller           | Roller              |
| E469 | XCMG roller                    | Roller              |
| E470 | XCMG CV122PD roller            | Roller              |
| E471 | XCMG CV122PD roller            | Roller              |
| E472 | XCMG CV83PD roller             | Roller              |
| E473 | XCMG CV122PD roller            | Roller              |
| E474 | Hamm HD12VV roller             | Roller              |
| E475 | Hamm 140VV roller              | Roller              |
| E476 | Cat CB24 roller                | Roller              |
| E477 | Volvo DD25B roller             | Roller              |
| E478 | Volvo DD25B roller             | Roller              |
| E479 | Hamm HD90iVV roller            | Roller              |
| E480 | Wacker RTSC2 roller            | Roller              |
| E481 | Baileigh box & pan brake       | Miscellaneous Equip |
| E482 | Kakaiind metal brake           | Miscellaneous Equip |
| E483 | Kakaiind metal brake           | Miscellaneous Equip |
| E485 | XCMG CV122PD roller            | Roller              |
| E486 | Multiquip double drum walk beh | Roller              |
| E49  | Lincoln Vantage 400 welder     | Welders             |
| E50  | Power curber                   | Concrete Paver      |
| E528 | LeeBoy 685 grader              | Motorgrader         |
| E53  | Miller Bobcat 225 welder       | Welders             |
| E533 | Cat TH63                       | Boom Lifts          |
| E534 | Cat TH63 lift                  | Boom Lifts          |
| E54  | Miller Bobcat 225 welder       | Welders             |
| E548 | Cat 963C track loader          | Track Loader        |
| E55  | Sakai plate compactor          | Miscellaneous Equip |
| E566 | Cat 963 track loader           | Track Loader        |
| E57  | Miller Big Blue 400 welder     | Welders             |
| E574 | Genie scissorlift              | Scissor Lifts       |
| E575 | John Deere 325 skidsteer       | Skidsteer           |
| E582 | Genie scissorlift              | Scissor Lifts       |
| E587 | Cedar Rapids paver             | Asphalt Paver       |
| E602 | Sweepster sweeper              | Sweepers            |
| E605 | Bobact E351 mini excavator     | Mini Excavator      |
| E607 | Bobcat S150 mini excavator     | Mini Excavator      |

|      |                               |                     |
|------|-------------------------------|---------------------|
| E608 | Bobcat S185 skidsteer         | Skidsteer           |
| E61  | Miller Bobcat 225 welder      | Welders             |
| E610 | Bobcat S650 skidsteer         | Skidsteer           |
| E611 | Cat 242B skidsteer            | Skidsteer           |
| E613 | JLG lift                      | Scissor Lifts       |
| E614 | Genie scissorlift             | Scissor Lifts       |
| E615 | Genie scissorlift             | Scissor Lifts       |
| E617 | Terex light tower             | Light Tower         |
| E618 | Magnum water tank             | Water Tanks         |
| E619 | Magnum water tank             | Water Tanks         |
| E62  | Miller Bobcat 225 welder      | Welders             |
| E620 | Genie scissorlift             | Scissor Lifts       |
| E621 | JLG lift                      | Scissor Lifts       |
| E622 | Allmand light tower           | Light Tower         |
| E623 | Allmand light tower           | Light Tower         |
| E625 | 1999 Cement Tech trailer      | TRAILER             |
| E626 | Atlas air compressor          | Air Compressors     |
| E627 | Power sprayer power washer    | Power Washer        |
| E628 | Sullair 185 compressor        | Miscellaneous Equip |
| E629 | Mud Buggy concrete buggy      | Power Buggy         |
| E63  | Miller Bobcat 225 welder      | Welders             |
| E630 | Mud Buggy concrete buggy      | Power Buggy         |
| E631 | Allen concrete buggy          | Power Buggy         |
| E632 | Whisperwatt generator         | Generators          |
| E633 | Whisperwatt generator         | Generators          |
| E634 | storage container             | Miscellaneous Equip |
| E635 | storage container             | Miscellaneous Equip |
| E636 | storage container             | Miscellaneous Equip |
| E637 | office container              | Miscellaneous Equip |
| E638 | office container              | Miscellaneous Equip |
| E64  | Miller Bobcat 225 welder      | Welders             |
| E640 | Atlas generator               | Generators          |
| E641 | Klein water tower             | Water Tanks         |
| E642 | Wanco WTSP arrow board        | Miscellaneous Equip |
| E643 | Magnum light tower            | Light Tower         |
| E644 | Husqvarna S7000D concrete saw | Miscellaneous Equip |
| E645 | Husqvarna 5000 concrete saw   | Miscellaneous Equip |
| E646 | Wacker light tower            | Light Tower         |
| E647 | Wacker light tower            | Light Tower         |
| E648 | 40' container                 | Miscellaneous Equip |
| E649 | Jisan container               | Miscellaneous Equip |
| E650 | Emiliana fuel tank            | Fuel Tanks          |
| E651 | 4-Fuel tank                   | Fuel Tanks          |
| E652 | 40' CONTAINER                 | Miscellaneous Equip |
| E653 | Suihe mini container          | Miscellaneous Equip |
| E654 | Utility flatbed trailer       | TRAILER             |
| E655 | Garper container              | Miscellaneous Equip |
| E656 | Kaijian foldable container    | Miscellaneous Equip |
| E657 | Cummins generator             | Generators          |
| E658 | Mi-T pressure washer          | Power Washer        |
| E659 | 2011 Hydrotherm plasma cutter | Miscellaneous Equip |
| E660 | 2008 Hyd-Mech scissorlift     | Scissor Lifts       |
| E661 | Wanco message board           | Miscellaneous Equip |
| E662 | Slab rider                    | Miscellaneous Equip |
| E663 | Vermeer LP855SDT vacuum       | Vac Truck           |

|      |                                |                     |
|------|--------------------------------|---------------------|
| E664 | X-Star screen                  | Concrete Screed     |
| E665 | Generac light tower            | Light Tower         |
| E666 | HOS foldable storage           | Miscellaneous Equip |
| E667 | HOS storage                    | Miscellaneous Equip |
| E668 | Kaijian storage                | Miscellaneous Equip |
| E669 | Kaijian storage                | Miscellaneous Equip |
| E670 | Agrotk storage                 | Miscellaneous Equip |
| E671 | Suihe storage                  | Miscellaneous Equip |
| E672 | CTN storage                    | Miscellaneous Equip |
| E673 | Trail King lowboy trailer      | TRAILER             |
| E674 | Office container               | Miscellaneous Equip |
| E675 | MMDI 14' trailer               | TRAILER             |
| E676 | Forest River travel trailer    | TRAILER             |
| E688 | Mower King forks               | Fork Attachments    |
| E689 | Mower King forks               | Fork Attachments    |
| E690 | Argotk tamper                  | Miscellaneous Equip |
| E691 | Argotk breaker                 | Hammer Attachments  |
| E692 | Mower King auger               | Auger Attachments   |
| E693 | Great Bear post driver         | Miscellaneous Equip |
| E694 | Double leg chain sling         | Miscellaneous Equip |
| E695 | Great Bear20' binder and chain | Miscellaneous Equip |
| E696 | Great Bear hammer              | Hammer Attachments  |
| E697 | Argotk hammer                  | Hammer Attachments  |
| E698 | Argotk hammer                  | Hammer Attachments  |
| E699 | Fuel tank                      | Fuel Tanks          |
| E700 | Argotk hammer                  | Hammer Attachments  |
| E701 | Argotk hammer                  | Hammer Attachments  |
| E702 | Argotk hammer                  | Hammer Attachments  |
| E703 | Argotk mower                   | Miscellaneous Equip |
| E704 | Argotk hammer                  | Hammer Attachments  |
| E705 | Argotk hammer                  | Hammer Attachments  |
| E706 | Argotk hammer                  | Hammer Attachments  |
| E707 | AGT shop lift                  | Miscellaneous Equip |
| E708 | Argotk hammer                  | Hammer Attachments  |
| E709 | Argotk hammer                  | Hammer Attachments  |
| E710 | Argotk hammer                  | Hammer Attachments  |
| E711 | Argotk hammer                  | Hammer Attachments  |
| E712 | Argotk mower                   | Miscellaneous Equip |
| E713 | Argotk hammer                  | Hammer Attachments  |
| E714 | Argotk hammer                  | Hammer Attachments  |
| E715 | Argotk hammer                  | Hammer Attachments  |
| E716 | Argotk hammer                  | Hammer Attachments  |
| E717 | Argotk hammer                  | Hammer Attachments  |
| E718 | Ramp                           | Miscellaneous Equip |
| E719 | Argotk hammer                  | Hammer Attachments  |
| E720 | Argotk hammer                  | Hammer Attachments  |
| E721 | Argotk hammer                  | Hammer Attachments  |
| E722 | Argotk hammer                  | Hammer Attachments  |
| E723 | Argotk hammer                  | Hammer Attachments  |
| E724 | Rhino hammer                   | Hammer Attachments  |
| E725 | CID mulcher                    | Miscellaneous Equip |
| E753 | Miller Bobcat 225 welder       | Welders             |
| E754 | Miller Bobcat 225 welder       | Welders             |
| E755 | Miller Bobcat 225 welder       | Welders             |
| E756 | Miller Bobcat 225 welder       | Welders             |

|      |                                |                     |
|------|--------------------------------|---------------------|
| E757 | Miller Bobcat 250 welder       | Welders             |
| E758 | Miller Bobcat 250 welder       | Welders             |
| E759 | Miller Trailblazer welder      | Welders             |
| E760 | Miller Trailblazer welder      | Welders             |
| E762 | Wulftec shrink wrapper         | Miscellaneous Equip |
| E767 | Minnich concrete drill         | Miscellaneous Equip |
| E769 | ICE floor scrubber             | Miscellaneous Equip |
| E770 | ICE floor scrubber             | Vibratory Plate     |
| E771 | Honda vibratory plate          | Vibratory Plate     |
| E772 | Xtreme vibratory plate         | Vibratory Plate     |
| E773 | Xtreme vibratory plate         | Miscellaneous Equip |
| E774 | Ridgid drain camera            | Miscellaneous Equip |
| E775 | Ridgid drain camera            | Miscellaneous Equip |
| E777 | Lincoln Vantage 300 welder     | Welders             |
| E778 | Double roll former U-panel & P | Miscellaneous Equip |
| E780 | Libby generator                | Generators          |
| E781 | Libby generator                | Generators          |
| E782 | Lincoln Power Wave welder      | Welders             |
| E783 | Allterra surveying equipment   | Miscellaneous Equip |
| E784 | 2016 Indeco IHC-75 attachment  | Miscellaneous Equip |
| E813 | Whiteman power buggy           | Power Buggy         |
| E814 | Multiquip power buggy          | Power Buggy         |
| E816 | Whiteman power buggy           | Power Buggy         |
| E817 | Whiteman power buggy           | Power Buggy         |
| E835 | John Deere hammer              | Hammer Attachments  |
| E837 | John Deere hammer              | Hammer Attachments  |
| E838 | John Deere hammer              | Hammer Attachments  |
| E839 | John Deere planer              | Planer              |
| E841 | Cat hammer                     | Hammer Attachments  |
| E842 | Cat hammer                     | Hammer Attachments  |
| E843 | Cat hammer                     | Hammer Attachments  |
| E844 | Cat hammer                     | Hammer Attachments  |
| E846 | Cat hammer                     | Hammer Attachments  |
| E847 | Cat hammer                     | Hammer Attachments  |
| E848 | Furukawa hammer                | Hammer Attachments  |
| E849 | Cat hammer                     | Hammer Attachments  |
| E850 | Cat hammer                     | Hammer Attachments  |
| E851 | Danuser concrete breaker       | Miscellaneous Equip |
| E852 | Mower King tiller              | Miscellaneous Equip |
| E853 | Sulhe hammer                   | Hammer Attachments  |
| E854 | Wolverine hammer               | Hammer Attachments  |
| E855 | Mustang hammer                 | Hammer Attachments  |
| E856 | Mower King roller attachment   | Miscellaneous Equip |
| E857 | JRB 84" blade                  | Miscellaneous Equip |
| E858 | Ramp                           | Miscellaneous Equip |
| E859 | Bradco cold planer             | Planer              |
| E860 | John Deere auger               | Auger Attachments   |
| E861 | John Deere auger               | Auger Attachments   |
| E862 | Paladin auger                  | Auger Attachments   |
| E863 | Paladin auger                  | Auger Attachments   |
| E864 | Argotk auger                   | Auger Attachments   |
| E865 | Argotk post driver             | Miscellaneous Equip |
| E866 | Argotk hammer                  | Hammer Attachments  |
| E867 | Landhonor grinder              | Miscellaneous Equip |
| E869 | Argotk hammer                  | Hammer Attachments  |

|      |               |                    |
|------|---------------|--------------------|
| E870 | Argotk hammer | Hammer Attachments |
| E871 | Argotk hammer | Hammer Attachments |

SEE ATTACHED SHEETS

List of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years. (Use additional sheets if necessary.)

18 RECENT PROJECTS

1. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

| Completed Projects                              |                                                                   |                                                                                                                                       |               |        |                  |
|-------------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|------------------|
| Name of Project                                 | Description of Project                                            | Owner                                                                                                                                 | Contract Date | Status | Cost of Work     |
| Town of Flower Mound<br>Garden Ridge            | Concrete Street Reconstruction with<br>Flatwork and Wet Utilities | Town of Flower Mound<br>Name: Blake Hummel<br>Address: 2121 Cross Timbers Rd,<br>Flower Mound, TX 75028<br>Phone Number: 972-874-6301 | 10/5/2020     | 100%   | \$ 1,205,174.00  |
| City of Denton<br>Rehabilitation Bundle         | Asphalt Roads Reconstruction with<br>Concrete Flatwork            | City of Denton<br>Name: Dustin Draper<br>Address: 401 N. Elm St, Denton, TX<br>76201<br>Phone Number: 940-349-7104                    | 2/2/2021      | 100%   | \$ 10,879,684.95 |
| City of Waxahachie North<br>College Street      | Asphalt Road Reconstruction with<br>Wet Utilities                 | City of Waxahachie<br>Name: Jim Lockhart<br>Address: 401 S. Rogers St,<br>Waxahachie, TX 75165<br>Phone Number: 469-309-4317          | 5/21/2021     | 100%   | \$ 2,450,300.00  |
| City of McKinney Virginia<br>Pkwy               | Concrete Street Reconstruction with<br>Flatwork and Wet Utilities | City of McKinney<br>Name: Paul Grimes<br>Address: 222 N Tennessee St,<br>McKinney, TX 75069<br>Phone Number: 972-547-7500             | 8/5/2021      | 100%   | \$ 2,910,956.25  |
| Town of Sunnyvale 2021<br>Street Reconstruction | Mill and Overlay Various Asphalt<br>Streets                       | Town of Sunnyvale<br>Name: Mark Rauscher<br>Address: 127 N Collins Rd, Sunnyvale,<br>TX 75182<br>Phone Number: 972-203-4165           | 3/28/2022     | 100%   | \$ 2,431,602.00  |

|                                                   |                                                                          |                                                                                                                                     |           |      |                 |
|---------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------|------|-----------------|
| City of Balch Springs 2020<br>Street Improvements | Asphalt Road Reconstruction With<br>Concrete Flatwork                    | City of Balch Springs<br>Name: Kevin Leach<br>Address: 13503 Alexander Rd, Balch<br>Springs, TX 75181<br>Phone Number: 972-286-4477 | 6/14/2022 | 100% | \$ 1,557,530.70 |
| City of Burleson Cindy<br>Court                   | Asphalt Road Recsonstruction with<br>Concrete Flatwork and Wet Utilities | City of Burleson<br>Name: Travis Rosenbaum<br>Address: 141 W. Renfro St, Burleson,<br>TX 76028<br>Phone Number: 817-426-9620        | 2/17/2023 | 100% | \$ 791,108.80   |
| Town of Sunnyvale Phase<br>2B                     | Mill and Overlay Asphalt Streets With<br>Cement Stabilization            | Town of Sunnyvale<br>Name: Mark Rauscher<br>Address: 127 N Collins Rd, Sunnyvale,<br>TX 75182<br>Phone Number: 972-203-4172         | 8/28/2023 | 100% | \$ 8,107,341.35 |
| Town of Sunnyvale Phase<br>2C                     | Mill and Overlay Asphalt Streets With<br>Cement Stabilization            | Town of Sunnyvale<br>Name: Mark Rauscher<br>Address: 127 N Collins Rd, Sunnyvale,<br>TX 75182<br>Phone Number: 972-203-4173         | 8/28/2023 | 100% | \$ 7,049,796.80 |
| City of Seagoville Hall<br>Road                   | Concrete Street Reconstruction, Lime<br>Stabilization with Flatwork      | City of Seagoville<br>Name: Chris Ryan<br>Address: 702 US 175 FR, Seagoville,<br>TX 75159<br>Phone Number: 469-396-8892             | 3/18/2024 | 100% | \$ 604,501.25   |

Current Projects

| Name of Project                                                  | Description of Project                                                                     | Owner                                                                                                                                                | Contract Date | Status | Cost of Work    |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|-----------------|
| City of DeSoto 2021<br>Street Reconstruction                     | Asphalt Street Reconstruction with<br>Subgrade Work                                        | City of DeSoto<br>Name: MD Hossain<br>Address: 211 E Pleasant Run Rd,<br>DeSoto, TX 75115<br>Phone Number: 972-230-7325                              | 11/1/2022     | 99%    | \$ 4,985,643.00 |
| City of Coppell<br>Woodhurst Drive                               | Concrete Street Reconstruction, Lime<br>Stabilization With Wet Utilities                   | City of Coppell<br>Name: Darryl Zbranek<br>Address: 255 Parkway Blvd, Coppell,<br>TX 75019<br>Phone Number: 972-304-7090                             | 9/12/2023     | 90%    | \$ 4,843,494.15 |
| City of North Richland<br>Hills Glenview Drive East              | Concrete Street Reconstruction, Lime<br>Stabilization and Flatwork with Wet<br>Utilities   | City of North Richland Hills<br>Name: Nathan Frohman<br>Address: 4301 City Point Dr, North<br>Richland Hills, TX 76180<br>Phone Number: 972-304-7091 | 10/3/2023     | 45%    | \$ 5,147,806.20 |
| City of Mansfield Gertie<br>Barrett Paving<br>Improvements       | Asphalt Road Reconstruction, Lime<br>Stabilization with Wet Utilities                      | City of Mansfield<br>Name: James Rogge<br>Address: 1200 E Broad St, Mansfield,<br>TX 76063<br>Phone Number: 817-276-4233                             | 3/28/2024     | 25%    | \$ 1,527,456.15 |
| City of White Settlement<br>CIP Improvements<br>Kimbrough Street | Asphalt Road Replacement, Flexbase<br>Subgrade and Concrete Flatwork<br>with Wet Utilities | City of White Settlement<br>Name: Larry Hoover<br>Address: 214 Meadow Park Dr, White<br>Settlement, TX 76108<br>Phone Number: 817-246-4971           | 4/2/2024      | 65%    | \$ 6,957,781.70 |

|                                                               |                                                                                         |                                                                                                                              |           |     |                 |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-----------------|
| City of Burleson<br>Neighborhood Street<br>Reconstruction     | Asphalt Road Reconstruction,<br>Cement Stabilization and Flatwork<br>with Wet Utilities | City of Burleson<br>Name: Travis Attanasio<br>Address: 141 W. Renfro St, Burleson,<br>TX 76028<br>Phone Number: 817-426-9620 | 6/17/2024 | 95% | \$ 3,218,144.85 |
| City of Euless Street<br>Reconstruction West<br>Pipeline Road | Concrete Street Reconstruction with<br>Lime Stabilization and Miscellaneous<br>Finishes | City of Euless<br>Name: Major Jones<br>Address: 203 N Ector Drive, Euless,<br>TX 76039<br>Phone Number: 817-685-1877         | 7/23/2024 | 25% | \$ 6,699,000.00 |

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

---

---

---

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

---

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

---

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

6. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

7. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain:

---

---

---

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

8. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

---

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

---

---

---

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

9. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

10. Project: \_\_\_\_\_

Current Status: \_\_\_\_\_

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: \_\_\_\_\_

\_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Year Built: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade references (List Company, Address, Contact Person, and Phone):

|                    |             |                             |
|--------------------|-------------|-----------------------------|
| Countdown Redi Mix | MAX ULRICH  | 817 454 2371                |
| BARNSCO            | MITCH LEWIS | 214 352 9091 / 214 677 8881 |
| AUSTIN ASPHALT     | SEAN RUFF   | 945 250 7731                |

Bank References (List Institution, Address, Contact Person, and Phone)

|                           |              |
|---------------------------|--------------|
| WORTHINGTON NATIONAL BANK | 817 303 5900 |
| 200 W. MAIN ST.           |              |
| ARLINGTON, TX 76010       |              |

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it? No
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? No
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

I, being duly sworn deposes and says that the information

Provided herein is true and sufficiently complete so as not to be misleading.

Date this 12<sup>th</sup> day of MARCH, 2025.

Name of  
Organization: RELIABLE PAVING, INC

By: [Signature]

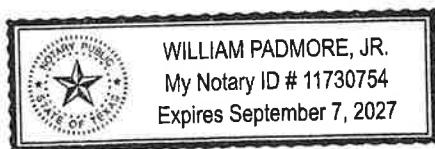
Title: CHARLES M LONG - CEO

STATE OF TEXAS

COUNTY OF TARRANT

[Signature] BEFORE ME the undersigned authority, on this day personally appeared Charles  
Long, known to me to be the person whose name subscribed to the  
foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of Mar 2025.



[Signature]  
Notary Public in and for Tarrant County, Texas

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Russell Shelley, Fire Chief

Date: April 7, 2025

Subject: City of Fort Worth Interlocal Agreement for Ambulance Transport

---

## **Agenda Item:**

Consider Emergency Medical Services (EMS) Interlocal Agreement between the City of Fort Worth and the City of Richland Hills and authorize City Manager to sign agreement

## **Background Information:**

The City of Richland Hills began a mutual aid partnership with MedStar Mobile Healthcare in December 2022. MedStar would provide ambulance transport any time Richland Hills Fire Department staffing dropped below five (5) personnel. That partnership continued through the end of fiscal year 2024 when the City was notified that Fort Worth would be taking over ambulance transport services for MedStar Mobile Healthcare.

During the September 23, 2024 City Council meeting, the Richland Hills City Council approved a motion to begin the process of transitioning ambulance transport services to the MedStar and Fort Worth EMS systems. The City of Richland Hills transitioned full-time ambulance transport services to MedStar Mobile Healthcare on an interim basis beginning November 1, 2024. Staff is now bringing forward the Interlocal Agreement with the City of Fort Worth to assume ambulance transport operations on July 1, 2025, when MedStar Mobile Healthcare will cease its operations.

The proposed interlocal agreement provides the terms and conditions for first responder (Richland Hills Fire Department) and EMS transport (City of Fort Worth) services, including all state requirements for first responder licensing. Specifically, the Agreement includes the annual timeline for subsidy development and submission, outlines a 10-year agreement period, and details that the City of Richland Hills can leave the Agreement for cause with 90 days' written notice to the City of Fort Worth. The Agreement also includes Medical Director and continuing education services for all Fire Department personnel.

If approved, staff will bring forward the Uniform EMS Ordinance for consideration at the April 28, 2025 City Council meeting.

**Financial Considerations:**

By making the transition to Fort Worth EMS, the City will avoid the initial and recurring expense of hiring four (4) additional full-time personnel and the on-going costs of maintenance and replacement of ambulances and associated equipment.

The cost of transition to the City of Fort Worth EMS System is \$32,673.93, which will cover the fourth quarter of FY 2025 (July 1, 2025 – September 30, 2025). Funding is available in the FY 2025 General Fund Budget for ambulance transport services.

Fees for FY 2026 will be provided at a later date for consideration in the FY 2026 budget process.

**Legal Review:**

The City Attorney has reviewed and approved the agreement with no recommended changes.

**Board/Citizen Input:**

N/A

**Attachments:**

City of Fort Worth – City of Richland Hills Emergency Medical Services (EMS) Interlocal Agreement

**Council Action Requested:**

Motion to approve Emergency Medical Services (EMS) Interlocal Agreement between the City of Fort Worth and the City of Richland Hills and authorize City Manager to sign the agreement.

## **CITY OF FORT WORTH – CITY OF RICHLAND HILLS EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT**

This EMS Interlocal Agreement (the “Agreement”) is entered into by and between the City of Fort Worth, Texas, hereafter referred to as “Fort Worth”, acting by and through its duly authorized assistant city manager, and the City of Richland Hills, a unit of local government, hereafter referred to as the “Client.” Fort Worth and the Client may collectively be referred to herein as the “Parties” or individually as a “Party.”

**WHEREAS**, Fort Worth, and other units of government, were parties to an interlocal agreement that created a governmental administrative agency for the provision of out of hospital emergency medical services (“EMS”), non-emergency medical services, unscheduled medical transportation and ambulance service, mobile integrated healthcare (“MIH”)(collectively the “EMS System”), and scheduled interfacility medical transportation (“IFT”);

**WHEREAS**, that governmental agency and interlocal agreement have been dissolved and Fort Worth has elected to establish an EMS division through the City of Fort Worth Fire Department (“FWFD”) to operate a new EMS System and provide services to the people of the Parties’ jurisdictions;

**WHEREAS**, the Parties agree that it is in the best interests of the public health and welfare of the people of the Parties’ jurisdictions to have available to them a regulated EMS System with an exclusively contracted EMS Provider;

**WHEREAS**, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

**WHEREAS**, pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and section 774.003 of the Texas Health and Safety Code, the Parties may agree to regulate and provide governmental services for the public health and welfare, and such services include those provided by the EMS System;

**WHEREAS**, the Client wishes to engage with Fort Worth so that Fort Worth may provide EMS System services to the Client and the public within their corporate limits through the FWFD and its EMS division (“FW EMS”); and

**WHEREAS**, the Parties will pay for services to be provided pursuant to this Agreement from current revenues available to the paying Party.

**NOW, THEREFORE**, the Parties agree to the following:

### **Section 1: DEFINITIONS**

The following index of definitions includes terms that may not appear in this Agreement but are used in the Uniform EMS Ordinance or in the ordinary course of describing the services of the

EMS System. Therefore, the full index is included herein for ease of reference by the Parties.

1. **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
2. **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and Patient transportation that originates within the Service Area.
3. **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
4. **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.
5. **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Agreement, Ambulance Service does not include IFT services as defined herein.
6. **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under the EMS Interlocal Agreements, the Uniform EMS Ordinance, and any Medical Director's agreement with Fort Worth.
7. **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
8. **Emergency Care Attendant (ECA).** A person certified as an "emergency care attendant" under § 773.046 of the Tex. Health and Safety Code.
9. **Emergency Medical Services (EMS).** Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
10. **Emergency Medical Technician (EMT).** A person certified as an "emergency medical technician" under § 773.047 or an "advanced emergency medical technician" under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
11. **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
12. **EMS Interlocal Agreement.** The service level interlocal agreements executed by Fort Worth and Clients to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
13. **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this Agreement, the EMS Provider is Fort Worth.
14. **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile

integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services Client chooses to provide itself as a First Responder.

15. **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
16. **FW EMS.** The EMS division of the Fort Worth Fire Department responsible for providing the EMS System services.
17. **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
18. **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under the terms of their engagement with Fort Worth, the Uniform EMS Ordinance, and the EMS Interlocal Agreements and for directing the Office of the Medical Director.
19. **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
20. **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by Client, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the participating individual's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled individuals.
21. **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director's functions.
22. **Paramedic.** A person qualified as a certified or licensed "paramedic" as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
23. **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
24. **Service Area.** That geographical area which is contained within the corporate limits of the Parties and other local jurisdictions who have entered into an EMS Interlocal Agreement with Fort Worth and adopted the Uniform EMS Ordinance.
25. **Specialty Care Transport.** The transportation of a critically injured or ill patient requiring a level of service beyond the scope of an EMT or Paramedic due to the patient's condition requiring ongoing specialized care that must be furnished by one or more health professionals, such as emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.

26. **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
27. **Uniform EMS Ordinance.** The ordinance adopted by the Parties and other units of local government to establish standards for the provision of the EMS System services and designate Fort Worth as the EMS Provider for the EMS System.
28. **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

## **Section 2: ELECTION TO BE CLIENT**

2.1 As evidenced by the execution of this Agreement and the concurrent adoption of the Uniform EMS Ordinance (which is attached hereto as Exhibit A and incorporated herein by reference), the Client has elected to designate Fort Worth as the EMS Provider and the exclusively contracted provider of the EMS System services for the Client's jurisdiction, other than those first response services the Client chooses to provide itself as a First Responder, and to receive EMS System services from Fort Worth pursuant to the terms of this Agreement.

## **Section 3: RESPONSIBILITIES OF CLIENT**

3.1 The Client agrees to:

3.1.1 Properly adopt and enforce the Uniform EMS Ordinance and this Agreement;

3.1.2 Establish, operate, and fund a First Responder Program, as provided by Texas Administrative Code 157.14, to represent the interests and needs of Fort Worth and the Client, which may range from an Emergency Care Attendant Program up to an Advanced Life Support Program adopted by Fort Worth and the Medical Director and as approved in collaboration between Client, Fort Worth, and the Medical Director;

3.1.3 Participate, via the EMS Advisory Board ("EAB"), in the development of and abide by the medical protocols, credentialing requirements, and medical policies for the EMS System and First Responders, as established by the Medical Director;

3.1.4 Provide a mechanism for transferring 911 calls requesting medical assistance from the Client's 911 center to Fort Worth's designated EMS Communications Center and transfer 911 callers in accordance with system performance standards adopted by Fort Worth;

3.1.5 Designate a representative of Client to serve as a member of the EAB, who shall then be appointed by the Fort Worth City Council in accordance with the conditions of this Agreement. The designated EAB representative of the Client shall not be removed from the EAB without Client's consent. The Client retains the exclusive right to remove and name a replacement

for its designated EAB representative at any time, and Fort Worth shall appoint the representative as so designated by the Client;

3.1.6 Provide funding for the provision of the EMS System as required by this Agreement; and

3.1.7 Provide additional information, as may reasonably be needed by Fort Worth, to assure the success of Fort Worth's EMS System such as, but not limited to: updated jurisdictional boundaries or response plans that are unique to the Client.

3.2 Pursuant to Texas Administrative Code 157.11(m), Client authorizes Fort Worth to operate subscription ambulance services within the Client's corporate limits.

#### **Section 4: RESPONSIBILITIES OF FORT WORTH**

4.1 Fort Worth agrees to use the personnel and equipment of Fort Worth for the purpose of providing the EMS System services for Client's jurisdiction including coordinating with Client to create a mechanism for dispatch services and transferring 911 calls requesting medical assistance from the Client's 911 center to Fort Worth's EMS Communication Center. The equipment and personnel of Fort Worth shall be under the control and supervision of Fort Worth employees during an emergency medical response pursuant to this Agreement.

4.2 Fort Worth will serve as the EMS Provider for the Client and provide the EMS System services within the Service Area. It is recognized and understood that Fort Worth does not assume responsibility for the provision of the EMS System services in Client's extraterritorial jurisdiction or other areas outside of the Service Area.

4.3 Fort Worth's EMS System services will be provided in accordance with the procedures and protocols of Fort Worth, the Fort Worth Fire Chief, and the Medical Director for the EMS System and under the direction of the Fort Worth Fire Chief.

4.4 Fort Worth agrees to:

4.4.1 Set System Performance standards for the Service Area in compliance with the clinical and medical protocols and standards established by the Medical Director and adopted by Fort Worth and the Client.

4.4.2 Provide the Client with EMS System services including: out-of-hospital emergency medical services, non-emergency medical services, life, or limb, threatening emergency, low acuity emergency, and Advanced Life Support ("ALS") and Basic Life Support ("BLS") Unscheduled Medical Transportation and Ambulance Service, and MIH with such service to comply with all applicable laws, rules, and regulations, and with the clinical standards, credentialing requirements and medical policies that may be promulgated from time to time by the Medical Director, including the following commitments:

4.4.2.1: To Provide, on a 24-hour daily basis, a mobile intensive care unit

(“MICU”)-capable EMS response and medical transportation service with a minimum staffing as required by relevant state law, which may be amended from time to time, for a BLS Ambulance and an ALS ambulance;

4.4.2.2: Fort Worth’s EMS System resources shall respond to incidents in the Service Area through FW EMS dispatch, using the same algorithms in place for responses within Fort Worth. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 8:00 total travel time 90% of the time for high acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. FW EMS will respond to calls for EMS System services throughout the entire Service Area in less than or equal to 11:00 total travel time 90% of the time for low acuity incidents, as defined by the Medical Director, measured from the time EMS System resources are en route until the time a unit arrives on scene. Fort Worth will calculate the total travel time, and the relevant factors to be considered, in accordance with the information in the attached Exhibit B;

4.4.2.3: FW EMS will transport patients to the closest or most appropriate receiving health care facility as determined by FW EMS. If the patient is incapacitated, otherwise unable to make a choice known, or unable to go to the chosen facility due to diversion status, FW EMS will transport the patient to the facility best able to meet the patient’s needs;

4.4.2.4: FW EMS will keep the EMS System resources stocked at all times in accordance with normal FW EMS operating procedures and local, state, and federal requirements, as applicable;

4.4.2.5: FW EMS will maintain third-party or self-insured vehicle liability insurance on its ambulances and its drivers;

4.4.2.6: FW EMS will provide all maintenance for the ambulances and assume all operational costs of the ambulances, including fuel;

4.4.2.7: FW EMS shall equip the ambulances at all times with current technological advancements in emergency equipment, whether portable or fixed in place on or about the vehicle, as are adopted throughout the FW EMS ambulance fleet.

4.4.3 Obtain the services of a Medical Director that are sufficient to fulfill the Medical Director’s powers and duties as identified in the engagement between Fort Worth and the Medical Director, the terms of which will be provided to the Client upon request.

4.4.4 Provide the Client the opportunity to participate in Fort Worth’s EMS, or first responder, related continuing education training without charge to the Client to obtain or maintain certifications as agreed upon.

4.4.5 Provide, at least quarterly, written reports of the operational performance of the EMS System to the Fort Worth City Council, EAB, the Medical Control Advisory Board (“MCAB”) and by email to the City Manager, or their designee, of the Client, and as reasonably determined to be necessary by Fort Worth.

4.4.6 Prepare and provide to the Client, at least quarterly, a comprehensive review and summary of the financial budget, and clinical and operational performance of the EMS System.

4.4.7 Manage accounts, subscriptions, payments, and billing practices related to the EMS System. Fort Worth may, in its sole discretion and at the EMS System’s expense, elect to engage one or more contractors to provide these services.

4.4.8 Create and maintain the EAB and MCAB to ensure coordination and communication between first responder agencies in the Service Area and independent medical oversight related to patient care protocols for Fort Worth’s EMS System.

4.4.9 Engage participating organizations on best practices in service delivery, as determined to be necessary or prudent by Fort Worth.

4.4.10 Implement an ambulance subscription program (unless otherwise prohibited by law) and offer memberships in the program to all residents of the Client’s corporate limits.

## **Section 5: TERM AND TERMINATION**

5.1 This Agreement will be effective beginning July 1, 2025 and will continue for a term of 10 years, unless earlier terminated in accordance with the terms of this Agreement. Thereafter, the Agreement will renew automatically for successive 10-year terms unless earlier terminated in accordance with the terms of this Agreement.

5.2 Termination by Client: The Client may terminate this Agreement and withdraw from the EMS System by providing ninety (90) days’ written notice to Fort Worth.

5.4 Termination by Fort Worth: Fort Worth may terminate this Agreement for Repeated Uncured Events of Default by the Client, as defined herein.

5.4.1 Event of Default: An Event of Default includes a material breach of this Agreement. A material breach includes any failure by the Client to perform a significant obligation under this Agreement that unreasonably interferes with Fort Worth's ability to provide EMS System services. For example, a material breach includes, but is not limited to: Client’s failure to make payments to Fort Worth, as required under Section 6, within 30 days of its due date; Client's failure to enforce any provision of the Uniform EMS Ordinance; Client's failure to abide by the directives, credentialing, and policies of the Medical Director; Client's failure to fund and operate a First Responder Program; and Client's failure to transfer 911 calls to Fort Worth. Fort Worth shall provide the Client with written notice of any Event of Default and allow the Client 60 days to cure it. If the Client fails to cure the Event of Default within the 60-day period, it will be

considered an Uncured Event of Default.

5.4.2 If two or more Uncured Events of Default occur in a single fiscal year, or five or more occur over any single term of this Agreement, the Uncured Events of Default will be considered Repeated Uncured Events of Default. In such case, Fort Worth may terminate this Agreement, without penalty, after providing Client with 6 months' written notice of Fort Worth's intent to terminate the Agreement pursuant to this provision.

5.5 Upon the effective date of termination of this Agreement, Fort Worth will cease being the EMS Provider to the Client and the Client will be responsible for all EMS System services within its jurisdiction from the effective date of termination.

## **Section 6: PAYMENT**

6.1 The Parties agree that the long-term sustainability of the EMS System requires public funding. The Parties agree to fund the EMS System using the fully loaded unit hour cost (UHC) allocation strategy as its annual cost allocation method. This method will require Fort Worth to: (1) determine the total number of consumed unit hours in the EMS System; (2) determine the public funding needed by calculating the total expenditures less total revenues; (3) determine the residual consumed UHC by dividing the total public funding required for the EMS System (step 2) by the total consumed hours in the entire EMS System; (4) determine the consumed units hours by each jurisdiction; and (5) determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (step 4) by the residual consumed UHC (step 3).

For purposes of this Section, the actual unit hours consumed on a 911 call will be based on the number of minutes spent on the call, not including time spent posting or stationed, in a particular jurisdiction. The total time for calls within Client's jurisdiction will be aggregated on a fiscal year basis (October 1 through September 30) and for purposes of calculating the annual UHC for Client, the annual hours consumed by the Client will be rounded up or down to the nearest one (1) hour increment. As detailed below, payment for each fiscal year shall initially be based on a projected budget and projected utilization with a true-up process in the subsequent fiscal year to ensure final payment for each year ultimately reflects actual costs and utilization.

6.2 Beginning in Fiscal Year 2026, on or before March 15<sup>th</sup> of each year, Fort Worth will communicate to the Client: (1) the projected budget for total public funding for the EMS System for the coming fiscal year (based on Fort Worth's projected costs and projected third-party-payment offset), expressed as a UHC; (2) Client's projected utilization rate for the coming year, which will be the same as the actual utilization rate (number of UHC hours consumed) for the most recently completed fiscal year; and (3) the total budgeted payment for the Client for the coming fiscal year (product of (1) multiplied by (2)). Unless otherwise agreed in writing by the Parties, payment of budgeted costs shall be divided into semi-annual payments with the first payment of fifty percent due on or before October 15<sup>th</sup> and the remaining payment due on or before June 1<sup>st</sup>, which payment will reflect any true-up adjustment determined in accordance with Sections 6.3 and 6.4.

For purposes of determining costs for Fiscal Year 2025, Client's projected unit hours consumed are 1,270, and Client's projected annual funding obligation is \$130,695.70. For Fiscal Year 2025, Client's payment obligation has been prorated to \$32,673.93 and is due no later than July 1, 2025.

6.3 Beginning in Fiscal Year 2027, on or before December 15<sup>th</sup> of each year, Fort Worth will conduct a true up of actual costs and utilization for the preceding fiscal year. As part of this process, Fort Worth will communicate to the Client: (1) the actual total public funding for the EMS System for the preceding fiscal year (based on actual costs and actual third-party-payment offset, expressed as a UHC; (2) the Client's actual utilization rate (number of UHC hours consumed) for the preceding fiscal year; and (3) the total actual cost for the Client for the preceding fiscal year (product of (1) multiplied by (2)).

6.4 The notice provided to Client by Fort Worth on or before March 15<sup>th</sup> each fiscal year will account for the results of the true up process described by section 6.3 above. Any adjustment that may be required to Client's payment obligations as a result of that true up will be reconciled in the fiscal year immediately following the fiscal year in which the March 15<sup>th</sup> notice is provided. For the sake of clarity, if the true up reveals the budgeted payment exceeded the actual costs attributable to the Client, then the overpayment amount will be deducted from the first annual payment of the next fiscal year. If the budgeted payment obligation was less than the actual costs attributable to the Client, then the extra costs will be added to the first annual payment of the next fiscal year. Should the Parties seek to terminate this Agreement before the costs may be reconciled the next fiscal year, the Parties agree to reconcile that obligation, subject to approval and appropriation by their respective governing bodies, before either Party may terminate this Agreement.

6.5 Fort Worth shall be responsible for billing patients and third parties for services and shall have the right to retain all funds received from such billing for services rendered as long as this Agreement is in place. The actual costs for operating the EMS System will be offset by revenues received to ensure the public subsidy accurately reflects unreimbursed costs only.

## **Section 7: EMS SYSTEM GOVERNANCE**

7.1 Fort Worth will have direct oversight and budgetary authority over the EMS System. The Fort Worth City Council, by and through the Fort Worth City Manager or Assistant City Managers, will assume control and responsibility of all operations, oversight, revenues, and expenditures to ensure long-term fiscal sustainability that is publicly accountable.

7.2 The Fort Worth Fire Chief, acting under the direction of the City Manager or their designee, shall be responsible for providing direct management and day-to-day oversight of FW EMS and the EMS System and will have the powers and duties afforded and required of fire chiefs under state law.

7.3 The Parties agree that both an EMS advisory board and a medical control advisory board composed of relevant stakeholders and medical experts are necessary to ensure medical best practices and Client representation and to facilitate community engagement. Therefore, an EMS Advisory Board and a Medical Control Advisory Board will be created by Fort Worth. Such

advisory boards are subject to the following conditions at all times:

7.3.1 The EMS Advisory Board (EAB):

7.3.1.1: The EAB shall be created by Fort Worth for the purpose of performing review of and providing advice to Fort Worth on matters related to the EMS System, budget, and service to the Client's jurisdiction.

7.3.1.2: The EAB's membership will consist of the following voting members: one representative designated by the Client and by each of the other units of government that is a party to an EMS Interlocal Agreement; and the Fort Worth Fire Chief, or their designee, who shall serve as the Board Chair. The Medical Director, or their designee, shall serve as a non-voting member.

7.3.1.3: The EAB shall review and advise on matters related to the performance of the EMS System and advise Fort Worth regarding issues related to the EMS System's goals and standards, including medical direction and clinical oversight and selection of the Medical Director.

7.3.1.4: The EAB will recommend performance standards for the EMS System, including response travel times, call processing time, and data collection and reporting standards.

7.3.1.5: The EAB may, as determined by a majority vote of its members, establish various subcommittees for purposes that the EAB deems necessary and that are consistent with its general role as provided by this Agreement, the resolution creating the EAB, and the EAB's governing documents.

7.3.1.6: To ensure long-term fiscal sustainability of the EMS System, the EAB will review the EMS System budget and conduct an annual budget workshop to advise Fort Worth concerning revenue and expenditures for the EMS System.

7.3.2 The Medical Control Advisory Board (MCAB):

7.3.2.1: The MCAB will serve as an advisory body to Fort Worth. The MCAB's tasks consist of:

- advising Fort Worth about the clinical performance of the EMS System;
- reviewing medical protocols and clinical policies and procedures for the EMS System and making recommendations to the Medical Director;
- representing the interests of the medical community and First Responders, Medical Transportation Providers and ambulance standby providers by making recommendations for improvements to the EMS System as needed;
- recommending and reviewing research conducted within the Service Area; and
- participating in the selection of the Medical Director and review of the Medical Director's clinical performance through processes established by Fort Worth, provided, however, that the then-current Medical Director will not participate

in matters related to his current duties and performance.

7.3.2.2: The MCAB's membership shall be composed of the following voting members: (1) the Medical Director (or a designated associate medical director), who shall serve as the Board Chair; (2) the Emergency Department physician medical director, or designee, from each full-service Emergency Department located in the Service Area; and (3) at least four physician members to represent relevant specialties or sub-specialties of benefit in developing standards for emergency out-of-hospital care, with broad representation from different hospital systems, with such members to be recommended by a majority of the then-existing members of MCAB and to be appointed by Fort Worth. The Fort Worth Fire Chief, or their designee, shall serve as a non-voting member. A majority of the voting members of the MCAB must be physicians who are board certified in Emergency Medicine or Pediatric Emergency Medicine, or a related medical field.

7.3.2.3: The MCAB may, by an affirmative vote of two-thirds of its voting members, elect to add other non-voting members as it deems appropriate.

### **Section 8: MEDICAL DIRECTOR**

8.1 The Medical Director for the EMS System will be retained by Fort Worth. The Medical Director must be a licensed physician in the state of Texas who is board-certified in EMS and emergency medicine and meets all state requirements.

8.2 When necessary, Fort Worth shall conduct a hiring and selection process for an EMS System Medical Director and/or Associate Medical Director(s) that will be inclusive, and the EAB and MCAB shall advise Fort Worth and make recommendations concerning selection of a Medical Director for the EMS System.

8.3 The Medical Director is the Chief Medical Officer of the EMS System, will report to the City Manager of Fort Worth or their designee, and will have the powers and duties afforded and required of EMS medical directors under state law. The Medical Director will provide all independent medical direction and clinical oversight for the EMS System. The Medical Director's powers and duties concerning the EMS System will be established by agreement between Fort Worth and the Medical Director, which shall include those afforded and required under state law with the resources necessary to fulfill such requirements.

8.4 Fort Worth, by resolution or ordinance, will establish a new department or division for the Office of the Medical Director ("OMD"). The OMD will serve as the clinical office of Fort Worth through which the Medical Director will carry out their rights and duties.

### **Section 9: FORCE MAJEURE**

9.1 It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; epidemics or pandemics; governmental restrictions, regulations, or

interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a "Force Majeure Event"), the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed. To invoke this section, a Party must provide written notice of the alleged Force Majeure Event to the impacted Parties within a reasonable time after the occurrence of a Force Majeure Event, explaining the Force Majeure Event and the extent to which the Party's performance of obligations are hindered.

#### **Section 10: RIGHT TO AUDIT**

10.1 The Parties will have the right to audit each other's financial and business records that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, each Party shall make all relevant records available following reasonable advance notice by the other and shall otherwise cooperate fully with each other during any audit. Notwithstanding anything to the contrary herein, this Section 10 shall survive expiration or earlier termination of this Agreement.

#### **Section 11: STANDBY EMS, INTERFACILITY TRANSPORT (IFT), AND MUTUAL AID AGREEMENTS**

11.1 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of standby EMS for the Client. Nothing herein prohibits the Client from contracting for, regulating, managing, and governing standby EMS and the provider(s) thereof in its own jurisdiction.

11.2 This Agreement is not intended to designate Fort Worth as the exclusive, sole, or single provider of IFT services for any hospital or medical facility. Nothing herein prohibits any hospital or medical facility from privately contracting for interfacility transport services as deemed necessary by that facility. Provided, however, each IFT provider must meet the requirements provided by the Uniform EMS Ordinance.

11.3 This Agreement is not intended to prevent the Client from participating in mutual aid agreements as is typical and ordinary for the Client.

#### **Section 12: GOVERNMENTAL POWERS**

12.1 It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

#### **Section 13: ELECTRONIC SIGNATURES**

13.1 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

#### **Section 14: COUNTERPARTS**

14.1 This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same instrument.

#### **Section 15: LIABILITY**

15.1 Each party agrees to be solely liable for the actions, omissions, and negligent acts of its own employees, agents, and representatives engaged in the provision of services through the EMS System under this Agreement. Except as expressly provided herein, neither party shall be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, even if advised of the possibility of such damages.

15.2 The Client assumes no responsibility or liability for payments, wages, income, and employment tax payments, pensions, benefits, or other payments accrued by or owed to Fort Worth employees who provide services pursuant to this Agreement.

#### **Section 16: INSURANCE**

16.1 Each party shall maintain adequate insurance coverage to protect against claims arising from the provision of EMS provided by its own employees and contractors, including but not limited to general liability, professional liability, including malpractice insurance, and worker’s compensation insurance.

16.2 Each party may, at its discretion, elect to self-insure against claims arising from the provision of EMS, provided that such self-insurance meets the applicable statutory requirements and guidelines set forth by state law, including but not limited to chapter 2259 of the Texas Government Code.

16.3 Regardless of whether a party chooses to self-insure or obtain commercial insurance coverage, each party shall provide proof of insurance or self-insurance to the other party upon request. Such proof shall include details of coverage limits, deductibles, and any relevant policy exclusions. Each party shall maintain continuous insurance coverage or self-insurance throughout the term of this Agreement and any extensions thereof. Any substantive changes to insurance coverage or self-insurance arrangements shall be promptly communicated to the other Party in writing.

16.4 In the event of any claim, lawsuit, or demand arising under this Agreement, each party

shall be responsible for managing and defending its own claims, whether through its insurance provider or self-insurance program. However, parties may collaborate as necessary to resolve claims efficiently and fairly.

### **Section 17: GOVERNING LAW AND VENUE**

17.1 This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

### **Section 18: NOTICES**

18.1 Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

|                                                    |                                              |
|----------------------------------------------------|----------------------------------------------|
| TO FORT WORTH:                                     | TO CLIENT                                    |
| City of Fort Worth<br>Attn: Assistant City Manager | City of Richland Hills<br>Attn: City Manager |
| 100 Fort Worth Trail<br>Fort Worth TX 76102        | 3200 Diana Drive<br>Richland Hills TX 76118  |
| With Copy to the City Attorney<br>at same address  |                                              |

Any notices given pursuant to this section shall be confirmed by email sent to the following addresses:

|                                   |                            |
|-----------------------------------|----------------------------|
| IF TO FORT WORTH:                 | IF TO CLIENT               |
| Ashley.Clement@fortworthtexas.gov | rshelley@richlandhills.com |

### **Section 19: CONFIDENTIALITY**

19.1 Fort Worth shall comply with all applicable federal and state laws and regulations regarding the privacy and confidentiality of patient records, including the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Upon request, Fort Worth will provide the Client with utilization reviews, but all patient information shall be de-identified. Fort Worth, and the FWFD, in providing the EMS System services, and directly related activity such as billing,

will be considered a “covered entity” under the HIPAA Privacy Rule and the Texas Medical Privacy Act. 45 C.F.R. §160.103; Tex. Health & Safety Code § 181.001(b)(2). The Parties agree to execute business associate agreements, and any other additional agreements concerning protected health information (“PHI”), as may be necessary, to ensure compliance with the relevant data privacy rules.

## **Section 20: ACCESS TO RECORDS**

20.1 The parties agree that until the expiration of six years after the last date of furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services (“the Secretary”) and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve-month period, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General and their representatives to the related organization’s books and records.

## **Section 21: NO WAIVER**

21.1 No course of conduct or verbal waiver or consent shall be deemed a waiver by a Party of its rights under this Agreement. The waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement

## **Section 22: ASSIGNMENT AND DELEGATION**

22.1 The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No party may assign or transfer any of its rights or obligations under this Agreement without prior written consent of the other Party.

## **Section 23: ENTIRE AGREEMENT**

23.1 This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

*(signature page follows)*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement in multiples.

[Executed effective as of the date signed by the Deputy City Manager below.] / [ACCEPTED  
AND AGREED:]

**City of Fort Worth:**

By: \_\_\_\_\_  
Name: Valerie Washington  
Title: Assistant City Manager  
  
Date: \_\_\_\_\_

**CITY OF FORT WORTH INTERNAL ROUTING PROCESS:**

**Approved as to Form and Legality:**

By: \_\_\_\_\_  
Name: Taylor C. Paris  
Title: Assistant City Attorney

**Contract Authorization:**  
**M&C No. 25-0172**

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: \_\_\_\_\_  
Name: Ashley Clement  
Title: Deputy Fire Director

**City Secretary:**

By: \_\_\_\_\_  
Name: Jannette S. Goodall  
Title: City Secretary

|                                                             |                                                               |
|-------------------------------------------------------------|---------------------------------------------------------------|
| <b>City of Richland Hills:</b>                              | Attest                                                        |
| By: _____<br>Name: Candice Edmondson<br>Title: City Manager | By: _____<br>Name: Lindsay Rawlinson<br>Title: City Secretary |
| Date: _____                                                 | Date: _____                                                   |

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER [INSERT NUMBER] “AMBULANCES/EMERGENCY MEDICAL SERVICES,” OF THE CODE OF THE CITY OF [NAME], TEXAS (YEAR), AS AMENDED, BY REPEALING ARTICLE I “IN GENERAL,” ARTICLE II “BOARDS; THE AUTHORITY,” AND ARTICLE III “VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION;” AND ENACTING A NEW ARTICLE I “IN GENERAL,” ARTICLE II “FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION,” AND ARTICLE III “VIOLATIONS, PENALTIES, TRAFFIC LAW EXEMPTION;” PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES AND REPEAL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of [NAME] ("City Council") seeks to protect the public safety, preserve the quality of life, and promote efficiency within the City of [NAME] (the “City”);

**WHEREAS**, it is in the best interests of the public health and welfare of the people of the City to have available to them a regulated system for the provision of out of hospital emergency and non-emergency medical services, unscheduled medical transportation and ambulance service mobile integrated healthcare (“MIH”)(collectively the “EMS System”) and scheduled interfacility medical transportation services among and between hospitals and other medical facilities in non-emergency situations (“interfacility transports or IFT”) with the intent of providing quality clinical care with performance measures and standards and a goal of facilitating the best possible outcomes for each patient;

**WHEREAS**, in 1988 through the adoption of a Uniform EMS Ordinance and Interlocal Cooperative Agreement between local governments, including the City of Fort Worth (“Fort Worth”), the Area Metropolitan Ambulance Authority (the “Authority” a/k/a “MedStar”) was created as a governmental administrative agency to administer and operate an EMS System and exclusively provide interfacility transports in a service area comprised of the member jurisdictions, with Fort Worth constituting more than eighty-five percent of the land mass and call volume of the Authority;

**WHEREAS**, the Authority has sustained rising operational and capital costs and flat net revenues, leading to a dynamic that requires future public funding to ensure the long-term sustainability of those services;

**WHEREAS**, the Fort Worth City Council has elected to establish an EMS division through the Fort Worth Fire Department to operate an EMS System and provide services to the people within its jurisdiction and people in other jurisdictions, provided each such jurisdiction adopts this Uniform EMS Ordinance and enters into an EMS Interlocal Agreement with Fort Worth (each a “Client City”);

**WHEREAS**, Fort Worth is engaging a physician who is licensed in Texas and board certified in emergency medicine to serve as the Chief Medical Officer and Medical Director for the EMS System (the “Medical Director”);

**WHEREAS**, the member jurisdictions of the Authority have agreed to dissolve the Authority, and with those adopting this ordinance and executing an EMS Interlocal Agreement opting to become Client Cities;

**WHEREAS**, due to the relatively low population and low population density of some areas at issue and the extremely high, start-up and fixed operating costs of a state-of-the-art EMS System, it is necessary to designate Fort Worth as the exclusively contracted EMS Provider of EMS System services within the City in order to maximize clinical proficiency, enhance operational effectiveness, and maximize economies of scale for providing such services;

**WHEREAS**, although Fort Worth will not be assuming the Authority’s role as exclusive provider of interfacility transports, there remains a need to ensure such transports within the City are only conducted by properly qualified and authorized providers in order to ensure clinical standards are met and public safety is preserved; and

**WHEREAS**, the City Council finds this Ordinance to be reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF [NAME] TEXAS, THAT:**

## **SECTION 1.**

Chapter [NUMBER] “Ambulances/Emergency Medical Services” of the Code of the City of [NAME] is hereby amended by repealing Article I “In General,” Article II “Boards; The Authority,” and Article III “Violations; Penalties; Traffic Law Exemption,” and enacting a new

Article I “In General,” Article II “Fort Worth EMS System and Interfacility Transportation” and Article III “Violations; Penalties; Traffic Law Exemption,” the text of which shall read as follows:

## **“ARTICLE I: GENERAL**

### **§ 5-1 STATUTORY AUTHORITY.**

This chapter is enacted by the City pursuant to Tex. Health and Safety Code § 773.051, which provides that local governments may establish standards for ambulances, and pursuant to Tex. Government Code Chapter 791, which authorizes combinations of local governmental units to contract for the provision of governmental services.

### **§ 5-2 GENERAL PURPOSES AND INTENT OF ORDINANCE.**

It is the purpose of this Ordinance:

To establish a regulated out-of-hospital emergency medical services, non-emergency medical services, unscheduled medical transportation and ambulance service, and mobile integrated healthcare system (collectively the “EMS System”) which can provide quality clinical care with performance measures and standards, with the goal of facilitating the best possible outcomes for each Patient.

To designate Fort Worth as the EMS Provider of the EMS System within the corporate limits of City as provided by the terms of the EMS Interlocal Agreement between Fort Worth and the City to maintain consistent, high-quality service while controlling costs through efficiencies and economies of scale;

### **§ 5-3 DEFINITIONS.**

For the purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- (a) **Advanced Life Support (ALS).** Out-of-hospital care that uses invasive medical acts (as defined in Tex. Health and Safety Code § 773.003(1)).
- (b) **Aeromedical Transportation Unit.** Any rotary or fixed wing aircraft providing basic or advanced life support services and patient transportation that originates within the Service Area.
- (c) **Ambulance.** A vehicle for transportation of sick or injured person to, from, or between places of treatment for an illness or injury, and provide out of hospital medical care to the Patient.
- (d) **Ambulance Mutual Aid Agreement.** A written contract between Fort Worth and one or more entities whereby the signing parties agree to provide backup ambulance service to one another under the terms and conditions specified therein.

- (e) **Ambulance Service.** The transportation of Patients by emergency or non-emergency ambulance; for purposes of this Ordinance, Ambulance Service does not include IFT services as defined herein.
- (f) **Associate Medical Director.** A licensed physician who assists the Medical Director in carrying out his or her duties under this Ordinance, Fort Worth's EMS Interlocal Agreements, and the Medical Director's agreement with Fort Worth.
- (g) **Basic Life Support (BLS).** Out-of-hospital care that uses noninvasive medical acts (as defined in § 773.003(2), Tex. Health and Safety Code).
- (h) **Emergency Care Attendant (ECA).** A person certified as an "emergency care attendant" under § 773.046 of the Tex. Health and Safety Code.
- (i) **Emergency Medical Services (EMS).** Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
- (j) **Emergency Medical Technician (EMT).** A person certified as an "emergency medical technician" under § 773.047 or an "advanced emergency medical technician" under § 773.048 of the Tex. Health and Safety Code, and any other class of EMT recognized by state law or regulation.
- (k) **EMS Communications Center.** The facility designated by Fort Worth as the central communications center from which all EMS System services offered by Fort Worth shall be dispatched and coordinated.
- (l) **EMS Interlocal Agreements.** The service level interlocal agreements executed by Fort Worth and Client Cities to designate Fort Worth as the exclusively contracted EMS Provider of the EMS System within the Service Area.
- (m) **EMS Provider.** The entity that has received a Texas EMS Provider License, as required by relevant state law, to provide the EMS System services and is the exclusively contracted provider of the EMS System services within the Service Area. For purposes of this ordinance, the EMS Provider is Fort Worth.
- (n) **EMS System.** The regulated out-of-hospital EMS, non-emergency medical services, unscheduled medical transportation and ambulance services, and mobile integrated healthcare system provided by Fort Worth within the Service Area, not including those first response services City chooses to provide itself as a First Responder.
- (o) **First Responder.** Any agency that, in cooperation with the EMS Provider, provides initial response to requests for EMS and, on its own or in cooperation with the EMS Provider, provides immediate on-scene care to ill or injured persons but does not transport those persons to healthcare facilities.
- (p) **FW EMS.** The emergency medical services division of the City of Fort Worth Fire Department responsible for providing the EMS System services.

- (q) **Interfacility Transportation (IFT).** The provision of scheduled, or by appointment, medical transportation services by a person or entity between hospitals or medical facilities originating within the Service Area.
- (r) **Medical Director.** The licensed physician employed or contracted by Fort Worth who is responsible for carrying out his or her duties under their engagement with Fort Worth, this Ordinance, and Fort Worth's EMS Interlocal Agreements with Client Cities and for directing the Office of the Medical Director.
- (s) **Medical Transportation.** The transportation of Patients by ambulance, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area.
- (t) **Mobile Integrated Healthcare (MIH).** Services provided by Fort Worth, as requested by City, that are designed to enhance, coordinate, effectively manage, and integrate out of hospital care, in order to improve outcomes, enhance the client's experience of care, and improve the efficiency and effectiveness of healthcare services provided to the enrolled clients.
- (u) **Office of Medical Director.** The department or division through which the Medical Director carries out his or her functions. The Office of the Medical Director is comprised of the Medical Director, any Associate Medical Director(s), and other individuals assigned to the Office to assist the Medical Director in carrying out the Medical Director's functions.
- (v) **Paramedic.** A person qualified as a certified or licensed "paramedic" as defined by Tex. Health and Safety Code Sections 773.049 and 773.0495.
- (w) **Patient.** A person: who requests EMS, or for whom EMS has been requested; and who has any medical or psychological complaint, obvious injury/distress, or has a significant mechanism of injury.
- (x) **Service Area.** That geographical area which is contained within the corporate limits of the City and other local jurisdictions who have elected to become Client Cities by entering into an EMS Interlocal Agreement with Fort Worth and adopting this ordinance.
- (y) **Specialty Care Transport.** The transportation of a critically injured or ill patient at a level of service beyond the scope of the EMT-Paramedic when the Patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area; for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training.
- (z) **Specialized Mobile Intensive Care Unit.** A vehicle which is specially constructed, equipped, staffed, and employed in the inter-facility transport of patients whose requirements for en route medical support are likely to exceed the clinical capabilities of an Advanced Life Support ambulance.
- (aa) **Uniform EMS Ordinance.** This ordinance.

- (bb) **Unscheduled Medical Transportation.** The transportation of Patients by ambulance service, Specialized Mobile Intensive Care Unit, Specialty Care Transport, or Aeromedical Transportation Unit, including both emergency and low-acuity emergency transports, where such transportation originates within the Service Area and is not previously scheduled or made by appointment.

**§ 5-4-5-15 Reserved**

## **ARTICLE II: FORT WORTH EMS SYSTEM AND INTERFACILITY TRANSPORTATION**

### **§ 5-16 POWERS AND DUTIES OF FW EMS**

- (a) Fort Worth, by and through FW EMS, is hereby designated as the exclusively contracted EMS Provider of the EMS System within the City's corporate limits as provided by the terms, conditions and provisions of the City's EMS Interlocal Agreement with Fort Worth and for so long as Fort Worth is a party to the City's EMS Interlocal Agreement.
- (c) Fort Worth shall comply with all terms of the EMS Interlocal Agreement and have all the powers and duties enumerated therein.

### **§ 5-17 INTERFACILITY TRANSPORTATION**

- (a) This ordinance is not intended to designate Fort Worth as the sole provider of interfacility transportation services between hospitals and other medical facilities within the Service Area.
- (b) Notwithstanding the above, any person or entity who wishes to provide such IFT services within the Service Area must be registered with Fort Worth as an IFT provider and permitted by Fort Worth and the Medical Director to provide such services.
- (c) Any IFT provider who obtains a permit to provide IFT services from Fort Worth must comply with the provisions of this ordinance and the directives of the Medical Director.

**§ 5-18-5-30 Reserved**

## **ARTICLE III: VIOLATIONS; PENALTIES; TRAFFIC LAW EXEMPTION**

### **§ 5-31 VIOLATIONS.**

- (a) So long as Fort Worth is a party to the City's EMS Interlocal Agreement, it shall be unlawful:

- (1) To knowingly give false information to induce the dispatch of an ambulance or Aeromedical Transportation Unit.
  - (2) To perform duties as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
  - (3) To permit a person to work as an ECA, EMT, Paramedic or emergency ambulance dispatcher without current credentials issued by the Office of the Medical Director, unless participating in a training program approved by Office of the Medical Director or performing duties as a First Responder of the City;
  - (4) To use, or cause to be used, any Ambulance Service other than FW EMS, except as permitted in subsection (b) below;
  - (5) For any person or entity other than Fort Worth and FW EMS to provide EMS System services within the Service Area, not including those first response services which City provides itself as a First Responder and except as permitted by subsection (b) below;
  - (6) For any person to provide Medical Transportation originating in the Service Area without a permit issued by Fort Worth;
  - (7) For any agency to provide First Responder services without a First Responder Agreement with Fort Worth or a written automatic aid or mutual aid agreement with the City;
  - (8) To use an ambulance for the transportation of persons other than in connection with the transportation of a Patient.
- (b) It shall be a defense to any alleged violation of this section that a vehicle is being used or service is provided solely in any of the following manners:
- (1) As a privately-owned vehicle not ordinarily used in the business of transporting persons who are sick, injured, wounded, incapacitated or helpless;
  - (2) Rendering service as an ambulance at the request of the EMS Communications Center upon the declaration of a disaster by Fort Worth, the City, another unit of local government, the State of Texas, or the United States; or a declaration of a major catastrophe or extreme system overload by the City Fire Chief, or the Fort Worth Fire Chief;
  - (3) Any ambulance owned or operated by the federal or state government;
  - (4) Ambulance mutual aid calls when rendered pursuant to an Ambulance Mutual Aid agreement approved by the City or Fort Worth;
  - (5) Wheelchair transport services for persons other than Patients, when the service is not provided by ambulance; and

- (6) Medical Transportation of a Patient where the transport originates outside the Service Area.
- (7) IFT between hospitals or medical facilities within the Service Area if the provider has first obtained a permit from Fort Worth.

**§ 5-32 PENALTIES.**

- (a) Any person convicted of violating the provisions of Section 5-31 shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §12.23).
- (b) This Section does not serve to limit any other remedies available to the City in law or equity.
- (c) Each violation of this Ordinance shall constitute a separate offense.

**§ 5-33 TRAFFIC LAWS; EXEMPTION.**

When the driver of an emergency medical response vehicle has reasonable grounds to believe that an emergency exists, as determined by the EMS Communication Center, the vehicle shall be treated as an “authorized emergency vehicle” within the meaning of Chapter 546 of the Tex. Transp. Code and shall be exempt from traffic laws as provided therein.

**§ 5-34-5-39 Reserved”**

**SECTION 2.**

This ordinance shall be cumulative of all provisions of ordinances of the Code of the City of [NAME], Texas (YEAR), 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 conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 3.**

It is hereby declared to be the intention of the City Council that the 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 4.**

All rights and remedies of the City of [NAME], Texas, are expressly saved as to any and all violations of the provisions of the Code of the City of [NAME], or any other ordinances of the City, that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

#### **SECTION 5.**

Any person convicted of violating the provisions of the Code of the City of [NAME] Section 5-31 as enacted by this Ordinance shall be guilty of a Class C misdemeanor and shall be punished by a fine not to exceed \$500 (Tex. Penal Code §.12.23). This Section does not serve to limit any other remedies available to the Jurisdiction in law or equity. Each violation of this Ordinance shall constitute a separate offense.

#### **SECTION 6.**

The City Secretary of the City of [NAME], Texas is hereby directed to publish the caption, penalty clause and effective date of this ordinance for two (2) days in the official newspaper of the City of [NAME], Texas, as authorized by Texas Local Government Code, Section 52.013.

#### **SECTION 7.**

All other provisions of Chapter 5 of the Code of the City of [Name], as amended, shall remain in full force and effect, save and except as amended by this ordinance.

#### **SECTION 8.**

This ordinance shall take effect upon adoption and publication as required by law, and it is so ordained.

**APPROVED AS TO FORM AND LEGALITY:**

**ATTEST:**

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

\_\_\_\_\_  
[NAME], City Secretary

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

Ordinance No. \_\_\_\_\_

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

### Exhibit B – Travel Time Calculation Worksheet

Every 911 request for service involves a cascade of events from the onset of the incident until the ambulance and personnel are available for another request for service. The figure below is a visual representation of the cascade of events in a 911 incident.



The following Elements of Time are key performance indicators that are measured as part of overall EMS System performance.

**Call Processing Time** – The element of time that is measured from the time that 911 answers the call and receives adequate information to identify the call location and priority level (call back number, location, chief complaint, and MPDS determinant) to dispatch the call and the time the Emergency Dispatch Center dispatches an ambulance.

**Turnout Time** – The element of time that is measured from the time that the ambulance is notified of a call until the ambulance establishes a continuous state of travel (en-route) to the location of the emergency incident.

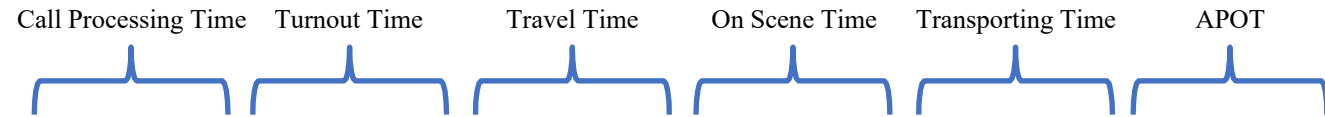
**Travel time** – The element of time that is measured from the time that the ambulance goes en route to the location of the emergency incident until the ambulance arrives at the location.

**On-Scene Time** – The element of time that is measured from the time that the ambulance arrives at the location of the emergency incident, designated staging location, or nearest public road access point to the scene to the time the ambulance clears the scene location or begins to transport.

**Transport time** – The element of time measured from the time that the ambulance begins transporting the patient from the scene to the time the ambulance arrives at the health care receiving facility.

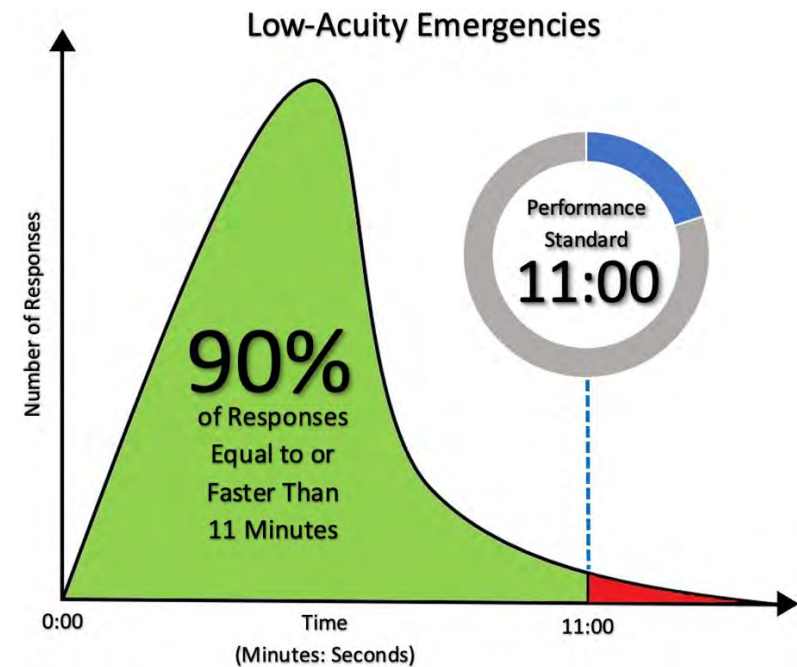
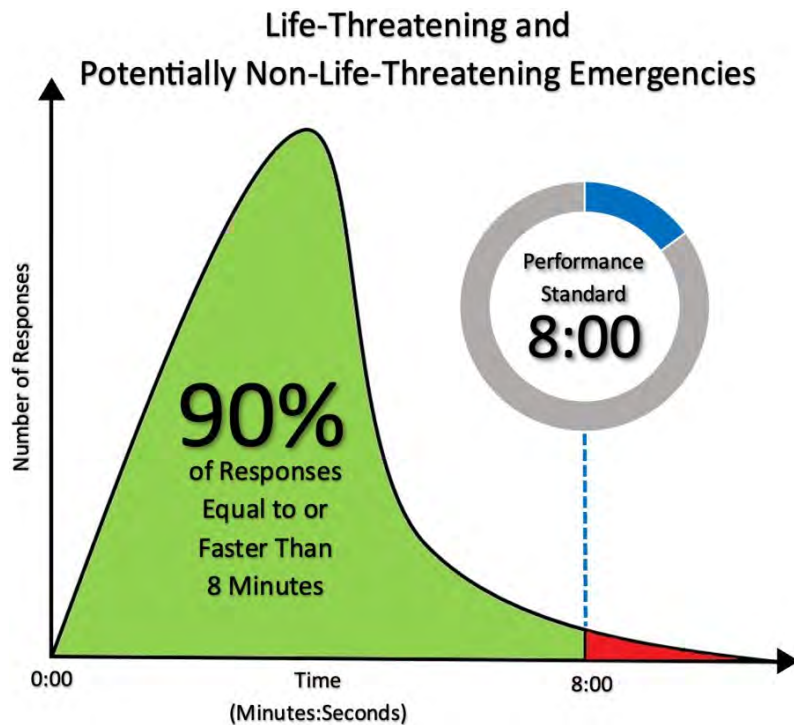
**Ambulance Patient Off-load Time (APOT)** – The element of time is measured from the time that the ambulance arrives at the health care receiving facility until the time it is available for another assignment.

The figure below visually represents each of the intervals where these elements of time are calculated.



| CAD Incident # | Case Number | Unit | Call Received  | Dispatched     | Enroute        | On Scene       | Enroute to Hospital | Arrived at Hospital | Call Cleared   |
|----------------|-------------|------|----------------|----------------|----------------|----------------|---------------------|---------------------|----------------|
| 22000005       | 2-000019    | M77  | 1/1/22 0:12:35 | 1/1/22 0:13:17 | 1/1/22 0:13:31 | 1/1/22 0:22:04 | 1/1/22 0:33:36      | 1/1/22 0:58:58      | 1/1/22 1:38:11 |

The figure below visually represents the travel time performance objectives for life-threatening, potentially non-life-threatening, and low-acuity emergencies.





## **Exhibit C – UHC and Payment Calculation Information**

1. Define the total number of consumed unit hours in the entire system.
2. Define the needed public funding for the system calculated as total revenues less total expenses. This residual value is the public funding needed.
3. Determine the residual consumed unit hour cost (UHC) by dividing the total needed public funding (Step 2) by the total consumed hours in the entire system (Step 1)
4. Determine the consumed unit hours by each jurisdiction.
5. Determine the cost allocation for each jurisdiction by multiplying the total consumed unit hours in the jurisdiction (Step 4) by the residual consumed unit hour cost (UHC) (Step 3).

For Client:

1. There have been 168,718 consumed unit hours in the EMS System inclusive of all participating agencies, as determined by the Fiscal Year 2024 MedStar CAD system data;
2. The needed residual public funding for the EMS System is \$17,363,565, determined as follows:
  - a. This number was determined by taking revenues (\$61,332,602) minus expenses (\$70,696,166), including dispatch and medical director's fees (\$8,000,000).
3. Accordingly, the UHC is \$102.91 ( $\$17,363,565 / 168,718$  consumed hours)
4. Client utilized 1,270-unit hours in its boundaries according to data provided by Client concerning total calls;
5. The annual cost allocation for Client is \$130,695.70 (1,270-unit hours x \$102.91 UHC) to be paid in two semi-annual payments. For Fiscal Year 2025, Client will owe only one payment which has been prorated to \$32,673.93 and is due July 1, 2025.

# Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

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

Date: April 7, 2025

Subject: Oak Park Drive Curb, Gutter and Driveway Replacement

---

## **Agenda Item:**

Consider replacement of concrete curb, gutter and driveway connections for the Oak Park Drive street reconstruction project by Reliable Paving, Inc. in the amount of \$224,714 utilizing the street, curb and gutter repair unit price contract

## **Background Information:**

The City Council approved an interlocal agreement with Tarrant County for the reconstruction of Oak Park Drive from Elm Park to Ash Park on March 24, 2025. The agreement stipulates that the County will provide labor and equipment needed to assist the City in completing the project. Richland Hills will furnish and pay for actual cost of materials, as well as half of the fuel used by Tarrant County during the construction process. The City also agrees to adjust all utilities, manholes and valve boxes at the project site. Engineering, surveying, and any laboratory testing necessary for the project is also the City's responsibility.

In addition, the City is responsible for replacement of the concrete curb, gutter and driveway connections associated with the project. This authorization will allow the Public Works Department to utilize the City's unit price contract with Reliable Paving, Inc. to complete all concrete curb, gutter, and driveway improvements prior to Tarrant County beginning road reconstruction work on May 12, 2025.

## **Financial Considerations:**

The City Engineer, Public Works staff and Reliable Paving agree that the unit price contract estimates the cost of the project to be approximately \$230,000 including a twenty percent (20%) contingency. Funding in the amount of \$450,000 was approved for the project in the FY 2025 Budget.

On March 24, 2025, the City Council approved an Interlocal Agreement with Tarrant County in the amount of \$36,476. The City will provide milling services through a third-party vendor (TEXOP) in the amount of \$11,782. This brings the total approximate cost of the project to \$272,972.

**Legal Review:**

N/A

**Board/Citizen Input:**

N/A

**Attachments:**

Reliable Paving, Inc. Cost Estimate

**Council Action Requested:**

Motion to approve replacement of concrete curb, gutter and driveway connections for the Oak Park Drive street reconstruction project by Reliable Paving, Inc. in the amount of \$224,714 utilizing the street, curb and gutter repair unit price contract

2601 Meacham Boulevard Suite 600  
Fort Worth, Texas 76137  
(817) 847-1422

**CLIENT:** City of Richland Hills  
**PROJECT:** Oak Park Drive Curb & Gutter and Driveway Approaches

**Date:** 01-Mar-25  
**By:** CTC

**ESTIMATE OF PROBABLE COST - OAK PARK DRIVE**

| Item No.                                                    | Description                                                                                                                    | Unit | Total Quantity | Unit Cost  | Total Amount        |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------|----------------|------------|---------------------|
| <b>Oak Park Drive (From Ash Park Dr to Cedar Park Blvd)</b> |                                                                                                                                |      |                |            |                     |
| 1                                                           | <b>Mobilization and General Site Preparation</b> , work fully performed, complete in place.                                    | LS   | 1              | \$4,500.00 | <b>\$4,500.00</b>   |
| 2                                                           | <b>Construction Staking</b> , work fully performed, constructed complete in place                                              | LS   | 1              | \$3,000.00 | <b>\$3,000.00</b>   |
| 3                                                           | <b>Sawcut and Remove and Replace Existing Concrete Driveway Pavement</b> , work fully performed, constructed complete in place | SY   | 198            | \$148.80   | <b>\$29,462.40</b>  |
| 4                                                           | <b>Sawcut and Remove and Replace Concrete Curb and Gutter</b> , work fully performed, constructed complete in place            | LF   | 843            | \$66.00    | <b>\$55,638.00</b>  |
| <b>Subtotal (Ash Park Dr to Cedar Park Blvd)</b>            |                                                                                                                                |      |                |            | <b>\$92,600.40</b>  |
| <b>20% Contingency</b>                                      |                                                                                                                                |      |                |            | <b>\$18,520.08</b>  |
| <b>Total (Ash Park Dr to Cedar Park Blvd)</b>               |                                                                                                                                |      |                |            | <b>\$111,120.48</b> |
| <b>Oak Park Drive (From Cedar Park Blvd to Elm Park St)</b> |                                                                                                                                |      |                |            |                     |
| 5                                                           | <b>Mobilization and General Site Preparation</b> , work fully performed, complete in place.                                    | LS   | 1              | \$4,500.00 | <b>\$4,500.00</b>   |
| 6                                                           | <b>Construction Staking</b> , work fully performed, constructed complete in place                                              | LS   | 1              | \$3,000.00 | <b>\$3,000.00</b>   |
| 7                                                           | <b>Sawcut and Remove and Replace Existing Concrete Driveway Pavement</b> , work fully performed, constructed complete in place | SY   | 246            | \$148.80   | <b>\$36,604.80</b>  |
| 8                                                           | <b>Sawcut and Remove and Replace Concrete Curb and Gutter</b> , work fully performed, constructed complete in place            | LF   | 766            | \$66.00    | <b>\$50,556.00</b>  |
| <b>Subtotal (Cedar Park Blvd to Elm Park St)</b>            |                                                                                                                                |      |                |            | <b>\$94,660.80</b>  |
| <b>20% Contingency</b>                                      |                                                                                                                                |      |                |            | <b>\$18,932.16</b>  |
| <b>Total (Cedar Park Blvd to Elm Park St)</b>               |                                                                                                                                |      |                |            | <b>113,592.96</b>   |
| <b>Project Grand Total</b>                                  |                                                                                                                                |      |                |            | <b>\$224,713.44</b> |