

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: September 23, 2025

Meeting Date: October 14, 2025

Submitted By: Julie Edmiston

Department: Development Services

Signature of Elected Official/Department Head:

*Jennifer VanderLaan*

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>
 <b>10/14/2025</b>

**Description:**

Consideration to Approve and Authorize the County Judge to sign the Second Amendment to an Interlocal Agreement between City of Fort Worth and Johnson County for Participation in the City of Forth Worth's Environmental Collection Center Household Hazardous Waste Program.

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(May attach additional sheets if necessary)

Person to Present: Jennifer VanderLaan

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 10 minutes

Session Requested: (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

Check All Departments That Have Been Notified:

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

**SECOND AMENDMENT TO  
FORT WORTH CITY SECRETARY CONTRACT NO. 49984  
AN INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH  
AND JOHNSON COUNTY FOR PARTICIPATION IN  
THE CITY OF FORT WORTH'S ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This **Second Amendment to Fort Worth City Secretary Contract No. 49984** ("Second Amendment") is made between the City of Fort Worth ("Fort Worth"), a municipal corporation, and Johnson County, ("Participating City") and located in JOHNSON COUNTY, TEXAS acting herein by and through Christopher Boedeker, its duly authorized County Judge.

**WHEREAS**, on November 21, 2017, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49984 (the "Agreement") for participation in the Fort Worth Environmental Collection Center's ("ECC") Household Hazardous Waste Program; and

**WHEREAS**, on August 21, 2023 Fort Worth and Participating City amended the Agreement ("First Amendment") to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$50.00 to \$95.00; and

**WHEREAS**, due to rising costs of the program since the execution of the First Amendment, Fort Worth desires to increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

**WHEREAS**, on September 16, 2025, pursuant to M&C 25-5442 Ordinance 279977 the Fort Worth City Council authorized the increase of the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$95.00 to \$125.00; and

**WHEREAS**, Fort Worth and Participating City agree to amend the Agreement to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event to match the cost authorized by the Fort Worth City Council; and

**WHEREAS**, Fort Worth and Participating City agree to amend the Agreement to clarify that the Agreement shall be subject to termination upon either party providing written notice to the other party or, upon the adoption of a rate increase by the Fort Worth City Council, Fort Worth has the option to amend the Agreement to align the payment terms to the rate increase, subject to agreement by the Participating City; and

**NOW THEREFORE**, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

**I.**  
**AMENDMENT**

1. Section 10 "Compensation", Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:

Participating City agrees to pay Fort Worth the sum of \$125.00 per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated. Fort Worth may, at its option, amend this Agreement to adjust the cost per household visit to the ECC (or per participating household in a Mobile Collection Event) by providing Participating City at least thirty (30) days' written notice prior to the Fort Worth City Council's authorization of an increase to the cost per household visit charge, subject to the Participating City's consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the terms of the Agreement.

## II.

By entering into this Amendment, Participating City agrees that, in addition to the \$95.00 per household per visit to the ECC (or per participating household in a Mobile Collection Event) fee owed to the City for visits and events between October 1, 2025 and the effective date of this Agreement pursuant to the terms of the 49984-A1, it shall pay the City an additional \$30.00 per household per visit to the ECC (or per participating household in a Mobile Collection Event) incurred between October 1, 2025 and the effective date of this Agreement.

## III.

### **ALL OTHER TERMS SHALL REMAIN THE SAME**

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

## IV.

### **ELECTRONIC SIGNATURE**

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

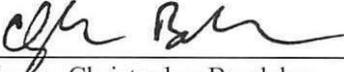
*[Signature Page Follows]*

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

<p>By: <u></u> Name: Valerie Washington Title: Assistant City Manager Date: <u>10/17/2025</u></p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By: <u></u> Name: James Keezell Title: Assistant Environmental Services Director</p> <p><b>ATTEST:</b></p> <p>By: <u></u> Name: Jannette S Goodall Title: City Secretary</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b> 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.</p> <p>By: <u></u> Name: Rex Johnson Title: Environmental Services Supervisor</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By: <u></u> Name: M. Kevin Anders, II Title: Assistant City Attorney</p> <p><b>CONTRACT AUTHORIZATION:</b> M&amp;C: C-28276 6-13-2017 1295: N/A</p>
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**Vendor:**

<p>Johnson County</p> <p>By: <u></u> Name: Christopher Boedeker Title: County Judge</p> <p>Date: <u>10-14-25</u></p>
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**ORDINANCE NO. 27977-09-2025**

**AN ORDINANCE AMENDING IDENTIFIED PROVISIONS OF THE CODE OF THE CITY OF FORT WORTH (2015), AS AMENDED, TO REFLECT CHANGES IN THE FEES STATED IN THOSE CODE SECTIONS; ADDING NEW FEES AND CHANGING CERTAIN FEES AND RATIFYING AND CONTINUING PREVIOUSLY ESTABLISHED UNCODIFIED FEES; ALLOWING FOR CHANGES IN CERTAIN FEES DUE TO MARKET CONDITIONS; DESIGNATING OTHER DEPARTMENTS ACTING ON BEHALF OF THE FINANCIAL MANAGEMENT SERVICES DEPARTMENT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, certain City functions are provided on a fee-for-service basis, with such fees designed to recover some or all of the costs incurred by the City to provide such services;

**WHEREAS**, adoption and revision of the utility rates for water and wastewater and for municipal drainage (stormwater) are subject to specific processes and are therefore handled by separate action in order to ensure compliance with those utility-rate-setting processes, but certain other non-rate miscellaneous fees are simply set by Council;

**WHEREAS**, in limited instances the fees for other non-utility City services are reflected in codified ordinances that can be found in the Code of the City of Fort Worth (2015), as amended;

**WHEREAS**, for a number of other fee-based services, the City Code simply refers to fees being set by City Council, which action may not take the form of an ordinance;

**WHEREAS**, the operations of the City's Public Events Department involve booking business for conventions and other gatherings at the Fort Worth Convention Center months or sometimes years in advance, necessitating the adoption of fees for such facilities beyond just the immediately coming year;

**WHEREAS**, with the City having assumed responsibility for providing emergency medical services (EMS) within Fort Worth and certain other neighboring cities, there is a need to enact certain EMS-related fees, which are generally being set to mirror the amounts most-recently charged by the prior EMS provider (Medstar);

**WHEREAS**, EMS fees within the schedule noted with an asterisk (\*) reflect rates for ambulance transport and related services, as categorized under Healthcare Common Procedure Coding System (HCPCS) codes, and is compliant with applicable federal billing and reimbursement guidelines, including Medicare and Medicaid requirements, with fees subject to periodic review to ensure compliance with regional standards and federal reimbursement

guidelines and with billing and collections managed in accordance with standardized policies through a third-party billing contractor, which policies are available upon request;

**WHEREAS**, the Fire Department will provide standby fire and EMS services for events upon request, and it is recommended to clarify and update the fees for such services in an effort to recover the costs of providing them;

**WHEREAS**, in an effort to improve transparency and facilitate locating the various uncodified fees, staff recommends adopting a single ordinance as part of the annual budget to reflect changes to codified fees *other than* utility rates for water and stormwater and changes to non-codified fees and to ratify all previously established fees that will continue to be charged for the coming fiscal year; and

**WHEREAS**, in connection with the adoption of the Fiscal Year 2026 budget, the City Council deems it appropriate to adopt this instrument to amend certain non-utility fee schedules in the City Code, to update the non-codified fee schedule as reflected herein, and to ratify all previously enacted uncodified fees.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS THAT:**

#### **SECTION 1.**

The following sections of the City Code of the City of Fort Worth are hereby amended in accordance with the attached Exhibit “A” to reflect changes in certain fees and associated language:

- Chapter 12.5, Article VIII, Division 4, Section 12.5-841.1, “Residential Collection Fees”;
- Chapter 12.5, Article VIII, Division 4, Section 12.5-841.2, “Commercial Garbage Collection Fees”;
- Chapter 12.5, Article VIII, Division 4, Section 12.5-843, “Environmental Protection Fee”;
- Chapter 12.5, Article VIII, Division 4, Section 12.5-844, “Non City Waste Landfill Environmental Fee”;
- Chapter 20, Article VII, Division 2, Section 20-271, “Application; Fee; Duration”;

#### **SECTION 2.**

With the exception of Water and Wastewater utility rates charged by the Water Department and Municipal Drainage utility rates charged by the Stormwater Division of the Transportation and Public Works Department, all fees for the Aviation, Development Services, Environmental Services, Financial Management Services, Fire, Park and Recreation, Property Management, Public Events, Transportation and Public Works, and Water Departments beginning and effective October 1, 2025 shall be those previously authorized by City Council

action and are ratified and shall continue to be in effect by the adoption of this Ordinance, save and except those fees where a change is being implemented as detailed on Exhibit “B” to this Ordinance, including changes to pre-existing fees and enactment of new fees, and all such fees and changes are hereby approved.

### **SECTION 3.**

The Aviation, Development Services, Environmental Services, Financial Management Services, Fire, Park and Recreation, Property Management, Public Events, Transportation and Public Works, and Water Departments operate facilities and programs that compete with public and private sector facilities for business and periodically need to make adjustments in response to market demands and for promotional and educational purposes. Approval of this Ordinance authorizes the Directors of the departments identified above (or their designees) to adjust or waive fees in response to market demands, including, but not limited to, seasonal, weather-related, and facility condition-driven factors; customer service resolutions; memberships; advertising opportunities; special marketing promotions; and educational purposes. In addition, to the extent any City-owned facility is managed or operated by a non-profit support group, the Director of the department having responsibility for such facility may exercise the discretion to adjust fees by acting in concert with such non-profit organization. The maximum amount of fees will continue to be capped at those amounts previously approved by the City Council.

### **SECTION 4.**

Approval of this Ordinance will also officially designate other personnel and departments as acting on behalf of the Financial Management Services (FMS) Department in collecting fees and issuing licenses, as applicable. The City Charter charges the City's Finance Department “with the administration of the financial affairs of the city, including the keeping and supervision of all accounts and the issuance of licenses and the collection of license fees.” As the City has grown over the years, responsibilities for issuing licenses and collecting fees became decentralized, with various departments and personnel being assigned as reflected in the City's revenue manual. In connection with the adoption of the Fiscal Year 2016 budget, the City Council approved M&C G-18545 (September 15, 2015), which formally designated the assigned personnel and departments to act on behalf of FMS in collecting fees and issuing licenses, where applicable. Adoption of this Ordinance continues that designation through Fiscal Year 2026.

### **SECTION 5.**

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of the City of Fort Worth, Texas (2015), 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 6.**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and, if any 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.**

All rights and remedies of the City of Fort Worth, Texas, are expressly saved as to any and all violations of any previously existing ordinances which 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 8.**

This Ordinance shall take effect on October 1, 2025 and after publication as required by law, if necessary.

**ATTEST:**

By: Jannette S. Goodall  
Jannette S. Goodall, City Secretary

**APPROVED AS TO FORM AND LEGALITY**

By: Denis C. McElroy  
Denis C. McElroy, Assistant City Attorney



ADOPTED: September 16, 2025  
EFFECTIVE: October 1, 2025

<b>Environmental Protection Fund 25005</b>			
<b>Environmental Services</b>			
<b>Fee Title</b>	<b>New Fee Amount</b>	<b>Current Fee Amount</b>	<b>Description of Change</b>
Residential Fee	\$2.25	\$1.50	Residential Fee Increase \$0.75
Commercial Fee	\$37.50	\$30.00	Commercial Fee Increase \$7.50
Industrial Fee	\$117.50	\$105.00	Industrial Fee Increase \$12.50
Non-Profit/Municipal Fee	\$2.50	\$2.25	Non-Profit/Municipal Increase \$0.25
<b>Solid Waste Fund 54001</b>			
<b>Environmental Services</b>			
<b>Fee Title</b>	<b>New Fee Amount</b>	<b>Current Fee Amount</b>	<b>Description of Change</b>
ECC Fee	\$125.00	\$95.00	Increase from 95 to \$125 for ECC



## CITY COUNCIL AGENDA

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### COUNCIL ACTION: Approved on 6/13/2017

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#### Create New From This M&C

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<b>DATE:</b>	6/13/2017	<b>REFERENCE NO.:</b>	C-28276	<b>LOG NAME:</b>	23ENVIR COLLECTION CENTER ILA FY2018 PARTICIPATING ENTITIES
<b>CODE:</b>	C	<b>TYPE:</b>	NON- CONSENT	<b>PUBLIC HEARING:</b>	NO
<b>SUBJECT:</b>	Authorize Execution of Interlocal Agreements with Various Municipalities and Other Governmental Entities for Participation in the Environmental Collection Center Household Hazardous Waste Program (ALL COUNCIL DISTRICTS)				

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#### RECOMMENDATION:

It is recommended that the City Council authorize the execution of Interlocal Agreements with various local municipalities and other governmental entities for their participation in the Environmental Collection Center Household Hazardous Waste Program.

#### DISCUSSION:

The City's Environmental Collection Center is now in its 20th year of operation collecting household hazardous waste from the residents of Fort Worth and surrounding communities on a year round basis. In order for non-Fort Worth residents to participate at the center, each entity is required to enter into an Interlocal Agreement with the City of Fort Worth.

The term for these Agreements will be for Fiscal Year 2018 (October 1, 2017 through September 30, 2018) with continuous one-year options to renew in future fiscal years. Renewal may be effected by written notification by the City Manager or his designated representative to the participating entity within 30 days of the expiration of the prior term and does not require specific City Council approval. For Fiscal Year 2018, the rate per household for the period covered by these Agreements is \$50.00 per household; this rate may be increased or decreased to meet program costs in future fiscal years. It is anticipated that approximately \$800,000.00 will be collected annually under these agreements. During Fiscal Year 2017, over 50 entities signed participation Agreements with the City of Fort Worth. For Fiscal Year 2018, it is expected that all of these entities will participate in this program.

The Agreement outlines the responsibilities of each party, establishes the rate for participation, details procedures for loan of mobile collection unit, and delineates the usage of service marked public education materials. The City of Fort Worth is responsible for the overall operation of the Environmental Collection Center; including contracting with a hazardous waste disposal companies for transportation and disposal of hazardous waste materials collected. The following entities may execute an Agreement for continued participation in Fiscal Year 2018:

Alvarado	Glenn Heights
Arlington	Godley
Azle	Grand Prairie
Bedford	Grapevine
Benbrook	Haltom City
Burleson	Haslet
Cedar Hill	Hood County

- |  |                                       |
|--|---------------------------------------|
| Cleburne                               | Hurst                                 |
| Colleyville                            | Johnson County                        |
| Crowley                                | Joshua                                |
| Dalworthington Gardens                 | Justin                                |
| Decatur                                | Keller                                |
| Eules                                  | Kennedale                             |
| Forest Hill                            | Lake Worth                            |
| Fort Worth                             | Lakeside                              |
| Midlothian                             | Unincorporated Tarrant County         |
| North Richland Hills                   | Upper Trinity Regional Water District |
| Oak Leaf                               | Watauga                               |
| Pantego                                | Waxahachie                            |
| Parker County                          | Weatherford                           |
| Richland Hills                         | Westlake                              |
| River Oaks                             | Westover Hills                        |
| Roanoke                                | Westworth Village                     |
| Saginaw                                | White Settlement                      |
| Sansom Park                            |                                       |
| Sherman                                |                                       |
| Southlake                              |                                       |
| Stephenville                           |                                       |
| Tarrant Regional Water District (TRWD) |                                       |
| Trophy Club                            |                                       |

This contract will be with a governmental entity, state agency or public institution of higher education: (see list above).

**FISCAL INFORMATION/CERTIFICATION:**

The Director of Finance certifies that the Code Compliance Department is responsible for collection and deposit of the funds due to the City.

**TO**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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**FROM**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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**Submitted for City Manager's Office by:**

Fernando Costa (6122)

**Originating Department Head:**

Brandon Bennett (6322)

**Additional Information Contact:**

Cody Whbittenburg (5455)  
Robert Smouse (5153)

**ATTACHMENTS**

