

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
MAY 9, 2022
CITY HALL, 3200 DIANA DRIVE**

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

CITY COUNCIL WORK SESSION – 6:30 PM

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

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Recognition of outgoing Councilmember Stacey L. Morse
- B. National Public Works Week Proclamation
- C. National Police Appreciation Week Proclamation
- D. Emergency Medical Services Week Proclamation
- E. Employee Service Awards
 - Police Sergeant Ronald Miller
- F. Citizen Appearances/Public Comments

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

2. CONSENT AGENDA

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

- A. Approve minutes from the April 25, 2022 City Council Regular Meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1407-20B adopting the 2022 Standards of Care for youth programs provided by The Link Event and Recreation Center **PUBLIC HEARING**
- B. Consider Ordinance 1448-22, a Specific Use Permit for Gymnastics & Dance Studio for the property described as Abstract 30, Tract 1A, Akers, George Survey, Richland Hills, Texas, otherwise known as 3215 Rufe Snow Drive, Richland Hills, Texas 76118 **PUBLIC HEARING**
- C. Consider Ordinance 1449-22, a Specific Use Permit for Outside Storage and Display (Incidental Use) for the property described as Lot 4R, Block 1, Midway Industrial Pk Addition, Richland Hills, Texas, otherwise known as 7431 Dogwood Park 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 purchase of restroom and pavilion buildings for Kate Baker Park and Creek Trail Park from Romtec, Inc. in an amount not to exceed \$550,000

6. OTHER ITEMS FOR CONSIDERATION

- A. Consider approval of reconstruction of the 3100-3200 blocks of Rufe Snow Drive in an amount not to exceed \$550,000

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 5th day of May 2022 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Wells
Lindsay Wells
City Secretary



ACCESSIBILITY STATEMENT

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

Memorandum

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

From: Candice Edmondson, City Manager

Date: May 9, 2022

Subject: Recognition of Stacey L. Morse

Agenda Item:

Recognition of outgoing Councilmember Stacey L. Morse

Background Information:

Mayor Lopez and the Richland Hills City Council will recognize the contributions and service of outgoing Councilmember Stacey L. Morse.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

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

From: Lindsay Wells, City Secretary

Date: May 9, 2022

Subject: National Public Works Week Proclamation

Agenda Item:

National Public Works Week Proclamation

Background Information:

In recognition of “National Public Works Week”, Mayor Lopez will present a Proclamation to Richland Hills Director of Neighborhood Services Scott Mitchell.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

National Public Works Week Proclamation

Council Action Requested:

Presentation of National Public Works Week Proclamation

Proclamation



WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including water, sewer, streets, public buildings, solid waste collection, landfill, wastewater disposal, code enforcement and engineering to provide these essential services to our citizens; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding the importance of the work they perform.

NOW, THEREFORE, BE IT RESOLVED, that I, Edward Lopez, Mayor of the City of Richland Hills, Texas do hereby proclaim May 15 – 21, 2022 as:

NATIONAL PUBLIC WORKS WEEK

in Richland Hills, Texas, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

A handwritten signature in cursive script, appearing to read "Edward Lopez".

Mayor Edward Lopez

Memorandum

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

From: Lindsay Wells, City Secretary

Date: May 9, 2022

Subject: National Police Appreciation Week Proclamation

Agenda Item:

National Police Appreciation Week Proclamation

Background Information:

In recognition of “National Police Appreciation Week”, Mayor Lopez will present a Proclamation to Richland Hills Police Captain Scott Russell.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

National Police Appreciation Week Proclamation

Council Action Requested:

Presentation of National Police Appreciation Week Proclamation

Proclamation



WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Richland Hills Police Department; and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 619 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 472 officers killed in 2021 and 147 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 34th Candlelight Vigil, on the evening of May 13, 2022; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11-17; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT RESOLVED, that I, Edward Lopez, Mayor of the City of Richland Hills, Texas do hereby proclaim May 11 – 17, 2022 as:

NATIONAL POLICE WEEK

in Richland Hills, Texas, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

A handwritten signature in black ink, appearing to read "Edward Lopez", is written over a horizontal line. Below the line, the text "Mayor Edward Lopez" is printed in a black, serif font.

Mayor Edward Lopez

Memorandum

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

From: Lindsay Wells, City Secretary

Date: May 9, 2022

Subject: National Emergency Medical Services Week Proclamation

Agenda Item:

National Emergency Medical Services Week Proclamation

Background Information:

In recognition of “National Emergency Medical Services Week”, Mayor Lopez will present a Proclamation to Richland Hills Fire Chief Russell Shelley.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

National Emergency Medical Services Week Proclamation

Council Action Requested:

Presentation of National Emergency Medical Services Week Proclamation

Proclamation



WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of Richland Hills Fire Rescue provide lifesaving care to those in need 24 hours a day, 7 days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical service system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, dispatchers; and

WHEREAS, the members of the Richland Hills Fire Rescue engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating an Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED, that I, Edward Lopez, Mayor of the City of Richland Hills, Texas do hereby proclaim May 16 – 22, 2022 as:

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

in Richland Hills, Texas, and encourage the community to recognize the extraordinary contributions and heroism of our local emergency medical services providers through taking part in appropriate programs and activities.

A handwritten signature in black ink, appearing to read "Edward Lopez", is written over a horizontal line.

Mayor Edward Lopez

Memorandum

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

From: Lindsay Wells, City Secretary

Date: May 9, 2022

Subject: Employee Service Awards

Agenda Item:

Presentation of 5-year Service Award to Police Sergeant Ronald Miller

Background Information:

Sergeant Miller has been serving with the Richland Hills Police Department for the last five years. His inspiration for wanting to serve his community, he contributes to his father Ron Miller Sr, a retired Polk County Florida Firefighter. As a child, Sergeant Miller dreamed of following in his father's footsteps, but as an adult his ambitions lead him to the path of law enforcement. Although, he contributes his servant heart to his father, he recognizes that his mother, Sandi Martinez is the true back bone of the family and always his biggest supporter.

The Florida native moved to Texas where he met his wife, Sarah Miller in high school. Together they reside in Burleson, Texas with their three children, Londyn (age 12), Kinsler (age 4) and Maddux (2 months old). Sergeant Miller enjoys spending his free time with his immediate and extended family. He is an avid sports fan which led him to play baseball throughout high school and into college. After returning from college, he became the baseball commissioner for his hometown youth association, where he is still lovingly referred to as "Coach Ronnie".

Community and Faith are two things Sergeant Miller says he could not live without. As a member of Pathway Church in Burleson, he looks for opportunities to volunteer not only in his church, but with Richland Hills Trinity Point Church as well.

Sergeant Miller's academic background includes, Lon Morris College, Cedar Valley College Law Enforcement Academy, and is currently enrolled at Tarrant County College.

Professional accolades include: Life Saving award in 2018, Officer of the Year for 2018 and the MADD DWI Enforcement Hero of the Year in 2019. Sergeant Miller is currently a Field Training Officer, Instructor, Firearms Instructor, Rangemaster and in charge of the Richland Hills Police Department Bike Unit.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Presentation of 5-year Service Award to Police Sergeant Ronald Miller

Memorandum

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

From: Lindsay Wells, City Secretary

Date: May 9, 2022

Subject: Minutes from the April 25, 2022 Regular City Council Meeting

Agenda Item:

Approval of minutes from the April 25, 2022 Regular City Council Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

April 25, 2022 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the April 25, 2022 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
APRIL 25, 2022
MINUTES**

Roll Call:

Council present

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

Council absent

None

Staff present

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

CITY COUNCIL WORK SESSION – 6:30 PM

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

None.

2. **Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.**
- 5A. ***Consider award of bid for reconstruction of the 6900 block of Magnolia Park Drive including water, sanitary sewer and storm drain improvements to Peachtree Construction in an amount not to exceed \$818,140.***

Director of Neighborhood Services Scott Mitchell advised that the FY 2022 Budget includes funding for the following street reconstruction projects:

- 6900 block of Magnolia Park Drive (Mimosa Park Dr. to Scruggs Park Dr.)
- 3100-3200 blocks of Rufe Snow Drive (Baker Blvd. to Park Place Dr.)
- Engineering and design of Dover Lane (Scruggs Dr. to Vance Rd.)

Agenda Item 5A is related specifically to the 6900 block of Magnolia Park Drive. Halff Engineering completed design and engineering for the projects and on March 21, 2022, a

Request for Sealed Bids was issued for full pavement reconstruction of Magnolia Park Drive from Mimosa Park Drive to Scruggs Park Drive, as well as water, sanitary sewer and storm drain improvements. The Bid period closed on April 11, 2022. Two responsive bids were received with Peachtree Construction submitting the lowest base bid in the amount of \$818,139.05. Mr. Mitchell advised that Peachtree Construction has completed previous projects in the City and staff has been pleased with their performance.

Discussion ensued regarding project commencement and the funding source.

7A. Street Improvement Projects Update

Director of Neighborhood Services Scott Mitchell provided the Street Improvement Projects update and advised of completed projects including, Rosebud Lane, Vance Road, Dreeben Drive, and the 3600 block of Chaffin Drive. Additionally, he advised of projects in progress including, Magnolia Park Drive, Rufe Snow Drive, and Dover Lane.

7C. March Department Reports

Director of Neighborhood Services Scott Mitchell provided the Public Works update and stated that 518 man hours were utilized for hand reading water meters.

Mayor Lopez adjourned the work session at 6:50 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:00 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE – Council Member Knowlton

PRESENTATIONS

1A. Business Spotlight: Mid-Cities Care Corps

Mid-Cities Care Corps Executive Director Elizabeth Grace gave a brief presentation detailing the mission and services provided by Mid-Cities Care Corps, located at 3401 Booth Calloway Road.

1B. Professional Municipal Clerks Week Proclamation

Mayor Lopez read a proclamation declaring May 1-7, 2022, as “Professional Municipal Clerks Week” in Richland Hills and presented it to City Secretary Lindsay Wells.

1C. Employee Service Awards:

City Manager Candice Edmondson announced the 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

Code Compliance Officer Melissa Scheuttig
Recreation Leader Paige Lutz

1D. Citizen Appearances/Public Comments

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

Jason Butz, 2712 Willow Park Drive, expressed his appreciation for the City Council and City staff for their efforts during the difficult times over the last two years.

CONSENT AGENDA**2A. Approve minutes from the April 1, 2022 City Council Workshop and April 11, 2022 City Council Regular Meeting.**

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Estep to remove the minutes from the April 1, 2022 City Council Workshop and April 11, 2022 City Council Regular Meeting from the consent agenda for discussion.

Motion carried by a vote of 5-0.

Discussion ensued regarding a correction to Agenda Item 3A from the April 11, 2022 City Council meeting.

Motion: Motion was made by Mayor Pro Tem Bergthold and seconded by Councilmember Knowlton to approve the minutes from the April 1, 2022 City Council Workshop and April 11, 2022 City Council Regular Meeting with corrections as discussed.

Motion carried by a vote of 5-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3A. None.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. None.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

- 5A. Consider award of bid for reconstruction of the 6900 block of Magnolia Park Drive including water, sanitary sewer and storm drain improvements to Peachtree Construction in an amount not to exceed \$818,140.**

Item was discussed during the work session.

Motion: Motion was made by Mayor Pro Tem Bergthold and seconded by Councilmember Estep to award the bid for reconstruction of the 6900 block of Magnolia Park Drive including water, sanitary sewer and storm drain improvements to Peachtree Construction in an amount not to exceed \$818,140.

Motion carried by a vote of 5-0.

OTHER ITEMS FOR CONSIDERATION

- 6A. None.**

REPORTS & DISCUSSIONS

- 7A. Street Improvement Projects Update**

Item was discussed during the work session.

- 7B. 2nd Quarter Investment Report**

Finance Director Patricia Albrecht provided a brief overview the 2nd Quarter Investment Report and advised that the City is in a favorable financial position.

- 7C. March Department Reports**

Item was discussed during the work session.

City Manager Candice Edmondson highlighted in the Library's report that, due to updated COVID protocols, patrons with children are enjoying extra playtime in the childrens area now that many toys have been brought back out for use.

Fire Chief Russell Shelley provided a brief overview of Fire Department activities in March 2022 and advised of two firefighters currently in Paramedic School and doing well and Fire Marshal Shelby Brock began his training in the Police Academy.

Police Chief Kimberly Sylvester provided the Police Department and Animal Services update and advised of recently sworn-in recruits as well as an animal vaccination event to be held April 28, 2022.

COMMUNITY INTEREST ITEMS

8. Councilmember Morse advised of several upcoming events:

- April 15 – May 15, 2022, Pick Your Perk Membership Sale at The Link;
- Saturday, April 30, 2022, Five Year Anniversary Celebration, The Link, 10:00 a.m. to 2:00 p.m.;
- Friday, May 6, 2022, DIY Birdhouse Design, Richland Hills Public Library, 5:30 p.m. to 6:00 p.m.;
- Tuesday, May 10, 2022, Richland Hills Literary Club, Richland Hills Public Library, 6:30 p.m.;
- Thursday, May 12, 2022,
 - o Senior Lunch Bunch, The Link, 12:00 to 1:00 p.m.;
 - o Tarrant County Food Pantry, The Link Parking Lot, 5:30 to 7:00 p.m.;
- 1st and 3rd Thursday of the month, Storytime at the library, 6:30 p.m.; and
- 2nd and 4th Thursday of the month, Library Lab, 6:30 p.m.

EXECUTIVE SESSION

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

None.

ADJOURNMENT

10. A motion was made by Councilmember Estep and seconded by Mayor Pro Tem Bergthold to adjourn.

Motion carried by a vote of 5-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 7:55 p.m.

ATTEST:

APPROVED:

Lindsay Wells, City Secretary

Edward Lopez, Mayor

Memorandum

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

From: Jason Brown, Director of Parks and Recreation

Date: May 9, 2022

Subject: Adoption of 2022 Standards of Care

Agenda Item:

Consider Ordinance No. 1407-20B adopting the 2022 Standards of Care for youth programs provided by The Link Event and Recreation Center **PUBLIC HEARING**

Background Information:

The Link will be offering youth programs for elementary aged children (5 years old – 12 years old) in the form of day camps and after-school programs. Texas Legislature requires municipal day camp programs for this age group to file for exemption (Section 42.041(b)(14) of the Child Care Standards and Regulations of the Texas Human Resource Code). The code reads, to receive exempt status, a municipality must submit a copy of program standards, a notice of a public hearing for the program and a copy of the ordinance adopting the standards. The public hearing and adoption of the ordinance may occur on the same day.

The Standards of Care will provide basic childcare regulations for day camp and after-school activities that are operated by the City of Richland Hills recreation staff, allowing the department to qualify for an exemption from the requirements of the Texas Child Care Standards and Regulations within the Texas Human Resources Code.

The City of Richland Hills day camp meets, and in some cases exceeds, many of the standards listed in the state's Child Care Standards and Regulations. All of the Standards of Care included in the Richland Hills policies are similar to what other municipalities currently use.

The Standards of Care will be provided to the parents of each participant and shall include, at a minimum:

- Minimum requirements for staffing ratios
- Staff qualifications and essential job functions
- Facility, health and safety standards
- Training and procedures for reporting child abuse/neglect allegations

- Written procedures stating that parents and each staff member will be provided a set of standards
- Contact information of program supervisors for the purpose of issuing a formal complaint and/or resolution regarding any program governed by the Standards of Care
- Written procedures for staff who will be monitoring the programs and enforcing the standards
- Requirement of criminal background checks on prospective day camp employees
- Service standards for communicating with parents and performance expectations of day camp employees
- Behavior management and discipline procedures
- General rules and regulations

The application for exemption determination and the formal adoption of the Standards of Care is an annual requirement, so that the Standards of Care can be revised as needed to reflect current regulations. For 2022, minor changes were made including title and duty changes for staff, as well as language regarding off-site programs like the after-school program offered by The Link at Jack C. Binion Elementary.

Financial Considerations:

Approval of the 2022 Standards of Care will require no additional funding.

Legal Review:

The City Attorney has previously reviewed the Standards of Care.

Board/Citizen Input:

N/A

Attachments:

Ordinance No. 1407-20B

Council Action Requested:

Motion to approve Ordinance No. 1407-20B adopting the 2022 Standards of Care for youth programs provided by The Link Event & Recreation Center

ORDINANCE NO. 1407-20B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, ADOPTING THE 2022 STANDARDS OF CARE FOR YOUTH PROGRAMS PROVIDED AT THE LINK EVENT AND RECREATION CENTER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, The Link Event and Recreation Center will be offering youth programs in the form of day camps and after-school programs for children ages 5 years old to 12 years old; and

WHEREAS, state law requires that the City conduct a public hearing and adopt Standards of Care for the operation of the youth programs; and

WHEREAS, on May 9, 2022 the City properly posted and conducted a public hearing to receive public input on the adoption of the 2022 Standards of Care; and

WHEREAS, the City Council deems it appropriate to adopt Standards of Care which are in full compliance with the requirements of Chapter 42 of the Texas Human Resources Code.

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

SECTION 1.

The Standards of Care attached hereto as **Exhibit A** and incorporated herein for all purposes are hereby adopted as the Standards of Care for The Link as well as all after-school programs operated by The Link during the Birdville Independent School District (BISD), International Leadership of Texas (ILT), and IDEA Public School (IDEA) calendars. Parents of each program participant shall be provided with a copy of the Standards of Care and be informed that the program is not licensed by the state. The City may not advertise The Link as a childcare facility.

SECTION 2.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Richland Hills, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code 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.

That all rights and remedies of the City of Richland Hills are expressly saved as to any and all violations of the provisions of the Code of 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 5.

The City Secretary of the City of Richland Hills is hereby directed to publish this Ordinance to the extent required by law.

SECTION 6.

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 May 9, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY WELLS, CITY SECRETARY

APPROVED AS TO FORM:

JAMES DONOVAN, CITY ATTORNEY

EXHIBIT A

Standards of Care

City of Richland Hills – The Link – Event and Recreation Center

I. General Information / Administration

Purpose: To provide basic childcare regulations for activities operated by The Link – Event and Recreation Center in Richland Hills (The Link). This will allow The Link to qualify as exempt from requirements of the Texas Human Resources Code.

A. Organization:

- 1) The governing body of The Link is the Richland Hills' City Council.
- 2) Implementation of the Standards of Care (SOC) is the responsibility of the The Link Manager and staff.
- 3) The SOC will apply to several day camp programs which are conducted throughout the year by The Link. The SOC will also apply to the After-School programs that The Link will operate during the Birdville Independent School District (BISD), International Leadership of Texas (ILT), and IDEA Public School (IDEA) calendars.
- 4) The SOC will apply at all locations where The Link hosts a childcare program, including city facilities, fulltime off-site facilities, and while on field trips.
- 5) The Link will have available, for public and staff, a current copy of the SOC upon request.

B. Implementation:

The Link Manager, Recreation & Childcare Coordinator, and Summer Camp Director will be responsible for implementing the SOC for all childcare programs run by The Link.

C. Day Camp Objectives:

- 1) To provide children and youth with opportunity to experience a variety of recreational activities which include sports, games, arts and crafts, education, drama, special events, field trips, tournaments, etc.
- 2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth, and self-confidence.
- 3) To provide a safe environment; always promoting good health and welfare for all.
- 4) To teach children and youth how to spend their leisure time wisely; in an effort to meet the emotional, physical, and social needs of the child.

D. Exemption Status:

Once an exempt status is established, the Licensing Division will not monitor the recreational program. The Licensing Division will be responsible for investigating complaints of unlicensed childcare and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local police authorities.

E. Standards of Care Review:

Standards will be reviewed annually and brought before the City Council for approval after a public hearing is held to pass an ordinance regarding section 42.041 (b) (14) of the Texas Human Resources Code. Childcare Licensing will not regulate these programs nor be involved in any complaint investigation related to the program.

Any parent, visitor or staff may register a complaint by contacting The Link Manager at (817) 616-3738 or at The Link during program hours.

II. Staffing

A) Recreation Manager – The Recreation Manager directs the children’s program staff and assists with the planning and execution the activities of participants in the childcare programs.

1) Essential Job Functions:

- a) Direct and supervise all Coordinators, Directors and Counselors including hiring and mandatory training.
- b) Develop and train staff with an age-appropriate camp curriculum (elementary ages) in accordance with the philosophy of the program.
- c) Ensure staff is committed to following established guidelines, procedures and standards.
- d) Complete facility reservations and transportation needs for all camp activities.
- e) Schedule, confirm, obtain, and distribute payment for all field trips.
- f) Maintain supplies, equipment, and all necessary documentation for the operation of the camp.
- g) Conduct on-going program evaluations implementing approved recommendations as needed.
- h) Complete and provide reports to The Link Director on a weekly basis to monitor camp activities throughout the program. Reports include: camp schedules, payroll, incident reports, and attendance.

2) Qualifications:

- a) Bachelor’s Degree in Education, Recreation or a similar area of study is preferred but not required.
- b) A minimum of three years’ experience in Recreation or Education industries.
- c) Requires a valid Texas DL with a good driving record over the last three years.
- d) Must pass city criminal background check prior to working with children. Must pass pre-employment drug screen and/or physical.
- e) Must complete First Aid, CPR and AED training prior to camp.

- 3) Requirements of Work:
 - a) Manager must complete all mandatory staff training prior to the start of camp if possible or within 6 months of hire. This training is to include, but not limited to departmental policies, The Link policy, customer service, sexual harassment, behavioral and discipline, preventative sexual abuse and molestation, and practical skills for games, songs, and crafts.
 - b) Ability to be physically active and involved with children all day.
 - c) Ability to lift 55 pounds.
 - d) Knowledge of child development and age-appropriate activities.
 - e) Advanced organizational and communication skills.
 - f) Varied experience in a variety of activities including sports, arts, nature, drama, and cooperative activities.
- B) Recreation & Childcare Coordinator and Summer Camp Director – responsible for the day-to-day operation of after school and day camp programs.
 - 1) Essential Job Functions:
 - a) Directs and supervises the day camp program for children ages 5-12.
 - b) Develop a weekly schedule of activities.
 - c) Leads and instructs all camp counselors. Plans, coordinates, and supervises programs, field trips, and activities of the day camp.
 - d) Works closely with the Recreation Manager to determine work procedures, help prepare work schedules, follow-up on accident/incident reports, and assist with discipline (staff or campers) and any other necessary assistance.
 - e) Maintain an orderly, clean, and safe environment for the children while promoting a non-competitive program directed toward accentuating positive behaviors, physical development and emotional growth.
 - f) Serves as a resource person for camp counselors. Leads the camp counselors in facilitating appropriate behavior among campers and handling inappropriate behavior promptly. Provides direct supervision to campers at all times.
 - g) Maintains positive interpersonal relations among everyone involved in the summer camp program; including children, parents, Link staff, camp staff, Recreation Manager, and Parks & Recreation Director.
 - h) Acts as a role model for children ages 5-12, displays appropriate behavior, and creates a safe, inclusive environment for all campers and staff.
 - i) Monitors the use of recreation equipment and ensures it is used in a capacity that is used in accordance with its intended use.
 - j) Ensures all equipment is returned to its original location and put back in an organized fashion when done using. Follows and enforces staff rules, policies, and procedures outlined in the Summer Camp staff handbook.
 - k) Maintains positive public relations with parents and the general public at all times. Including updating parents about their children's concerns, growth, and corrections.
 - l) Performs administrative duties such as maintaining records, incident reports, etc.
 - m) Performs all other various duties assigned by Recreation Manager.

- 2) Qualifications:
 - a) Bachelor's Degree in Education, Recreation or a similar area of study is preferred but not required.
 - b) A minimum of three years' experience in Recreation or Education industries.
 - c) Requires a valid Texas DL with a good driving record over the last three years.
 - d) Must pass city criminal background check prior to working with children.
 - e) Must pass pre-employment drug screen and/or physical.
 - f) Must complete First Aid, CPR and AED training prior to camp.
 - 3) Requirements of Work:
 - a) Coordinator and Summer Camp Director must complete all mandatory staff training prior to the start of camp if possible or within 6 months of hire. This training is to include, but not limited to departmental policies, Link policies, customer service, sexual harassment, behavioral and discipline, preventative sexual abuse and molestation, and practical skills for games, songs, and crafts.
 - b) Ability to be physically active and involved with children all day.
 - c) Ability to lift 55 pounds.
 - d) Knowledge of child development and age-appropriate activities.
 - e) Advanced organizational and communication skills.
 - f) Varied experience in a variety of activities including sports, arts, nature, drama, and cooperative activities.
- C) Camp Leader and Attendant – The Camp Leaders and Attendants are responsible for direct leadership of youth 3-12 in a variety of activities including, but not limited to games, sports, crafts, special events and field trips. The Leaders and Attendants assist in planning and organizing camp schedules, activities, supplies, equipment, and is also responsible for cleanliness of the areas used by camp participants. The Leaders and Attendants are also responsible for completing necessary forms relating to attendance, check-in/check-out procedures, accidents, and incidents. Childcare Attendants working in the Bird's Nest could interact with children 6 months to 10 years old.
- 1) Essential Job Functions:
 - a) Promote a non-competitive, positive, self-image enhancing environment for each participant through the direction of well-designed activities.
 - b) Directly lead activities using a method that will provide opportunity for the involvement of all children on an equal level.
 - c) Exhibit enthusiasm for the activity to impart a feeling of excitement to all camp participants.
 - d) Follow procedures for camper check-in/check-out. Reporting accidents, incidents, behavioral modifications, and camp schedules.
 - e) Follow guidelines for safety and storage of equipment, including inventory of supplies.
 - f) Ensure safety of all children and staff during transportation while on field trips.

- g) Provide and adhere to established guidelines set forth for the safety, behavior, communication, and discipline of the camp participants.
 - h) Recognize and reward positive, improved, and outstanding behavior and/or accomplishments of participants.
- 2) Minimum Qualifications:
- a) High School diploma and some college preferred.
 - b) One year of formal experience working with children preferred.
 - c) Requires a valid Texas DL with a good driving record over the last three years.
 - d) Must pass city criminal background check prior to working with children.
 - e) Must pass pre-employment drug screen and/or physical.
 - f) Must complete First Aid, CPR and AED training prior to camp.
- 3) Other Requirements:
- a) Leaders and Attendants must complete all mandatory staff training prior to the start of camp if possible or within a month of hire depending on the availability of each training topic. This training is to include, but not limited to departmental policies, The Link policy, customer service, sexual harassment, behavioral and discipline, preventative sexual abuse and molestation, and practical skills for games, songs, and crafts.
 - b) Staff must exhibit competency, good judgment, and self-control throughout the duration of the camp.
 - c) Staff should relate to the children with courtesy, respect, acceptance, and patience.
 - d) Staff will be evaluated at least once per year by the Link Director and Manager. Evaluations will be reviewed to discuss any areas of improvement or suggestions.
- 4) Staffing Ratios: The state required ratio for number of children (5-13) may not exceed 22:1 children to staff. The Link staff ratio will work to have a ratio no greater than 15:1. For field trips and off-site swimming, the ratio will be closer to 10:1.

III. Facility Standards

- A. Emergency evacuation and relocation plans will be posted at The Link. Program employees will inspect sites frequently for any sanitation or safety concerns. Those concerns will be passed on the Recreation & Childcare Coordinator or The Link Manager.
- B. Each camp must have a fully stocked first aid kit. This shall be checked and stocked on a weekly basis by the Recreation Coordinator or "Lead" Attendant. It shall include bandages and/or Band-Aids, rubber gloves, alcohol wipes, hot/cold packs, gauze, tweezers and scissors.

- C. In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location. Program sites will be inspected by the Fire Marshal annually. The Link Manager is responsible for compliance with the Fire Marshal's directives. The recommended number of fire extinguishers shall be inspected annually available and "primed" for use. Fire drills should be conducted once a month during the summer camp.
- D. Medication will only be administered with a parent consent form completed in addition to the program registration form. Prescription medications shall be left in the administration's locked cabinet, in their original container, labeled with the child's name, date, directions and the child's physician's name. Two staff members will be present while medication is given. Medication can only be dispensed only as stated on the bottle unless stated in written form.
- E. All medications will be recorded on the parent consent form.
- F. The Link will have adequate indoor toilets and lavatories located such that children can use them independently and program staff can supervise as needed. There shall be one flush toilet per 30 participants. Sinks will also be at 1 sink to 30 children. It is expected that all camp and afterschool participants will be potty trained. Our staff will not be able to help change children that have had an accident.
- G. All participants must wear tennis shoes daily. Sandals, slip-ons, slippers, or flip-flops will not be allowed, except with appropriate field trips, like swimming.

IV. Service Standards – Camp Staff

- A. This information will be provided to each staff member as a part of the program manual:
 - 1. Appropriate clothing will be worn at all times. City or program shirt will be with appropriate shorts, pants, jeans, or leggings. The only exemption will be bathing suits. Any clothing worn should not have any inappropriate logos, pictures, or messages.
 - 2. Staff will be provided at least two city or program shirts to wear as a uniform top. If a staff member needs to go home to change, it will be without pay.
 - 3. Females will wear one-piece suits while working with the camp or other city programs. If wearing a two-piece suit, the employee, must wear a full-length t-shirt and appropriate shorts. Males will wear board shorts that are not form fitting.
 - 4. Name tags/IDs will be worn on the uniform shirt at all times.
 - 5. Participants and parents will be treated with respect at all times.

6. Program staff will take it upon themselves to resolve complaints. Do not refer customer to another staff member outside of camp staff. Elevate to "Lead" attendant, Coordinator or Director if necessary. Beyond that, take a name and phone number for fulltime staff to contact later.
7. Camp staff will keep parents informed of daily activities. General weekly schedule will be available to parents the week before. Daily schedules will be visible each day.
8. Camp staff will monitor the check-in/check-out log at all times.
9. Camp staff will keep each activity area clean and tidy. Cleaning includes floors, walls, furniture, with supplies put away after use.
10. Camp staff will be involved with participants and parents most of the time. Staff will need to check in with the front desk and fulltime staff for updates and messages.

V. Operational Issues

- A. Emergency phone numbers are kept at The Link's front desk, as well as with the camp binder on all field trips.
- B. The Camp Manual is provided to every staff member and outlines the following:
 1. Behavior Management and Discipline Procedures
 2. Rules and Regulations
 3. Forms
 4. Service Standards
 5. Game/Activity Leadership
 6. Guidelines for Communication with children and parents
- C. Check-in/Check-out forms will be used every day. Only adults listed on the camper's release form will be allowed to pick up participants. The authorized adults must enter the building and sign the check-out form in order for staff to release the child.
- D. Emergency evacuation and relocation plans will be posted at The Link.
- E. Transportation Requirements
A Texas state law for child safety seats: specifically, booster seats, went into effect on September 1, 2009. This law applies to children under the age of eight and under four foot and nine inches tall. This law will apply to camp participants between the ages of five and seven years old.

The state law states:

- Once a child reaches eight years old, they are not legally required to be in a child safety seat system.

- If the child is younger than eight, but is already taller than four foot and 9 inches tall, that are not legally required to be in a child safety seat system.
- If the child is eight but shorter than the above height, they are not legally required to be in a child safety seat system.
- The law requires that safety and booster seats be installed and used according to the manufacturer's instructions, including age, height and weight requirements and the placement in the vehicle.

In compliance with this law, parents may be required to supply the appropriate booster seat for their child if they fit into the criteria above.

Camp staff will be trained to identify children that are required to be in a booster seat based on birth date. Additionally, staff will be trained by the Richland Hills Police Department on how to properly install a child safety seat.

- F. Parents will be notified of and given additional permission forms, if needed, for field trips. Enrollment information will be maintained on each vehicle while traveling to and from field trips sites.
- G. Enrollment information will be kept on each participant and shall include: Child's name, birth date, home address, guardian's phone number, back-up day-time phone numbers. The registration form will have the name and number of each individual authorized to check-out the participant. Additionally, the form will have signatures for waivers, field trip release, and travel authorization. Lastly, the medication consent will be kept in The Link's administration office.
- H. Staff will immediately notify parent or guardian when a participant is injured or has been involved in any situation that places the child at risk.
- I. The Recreation Manager or Coordinator will communicate with parents if a communicable disease or possible parasitic infestation as required by the County Department of Health.
- J. The children in camp and the afterschool program will be exposed to G and PG movies as well as E and E10 (specifically Lego games) video games. We will not be able to manage whether an individual child sees or hears any part of one of these forms of entertainment. Movies watched could include those seen at The Link or during a field trip. Parents registering their child for Link programs are agreeing to allow their child(ren) to be a part of these entertainment opportunities.
 - Children 3 – 4 years old will only have access to G rated movies and games with an E rating.
- K. In some cases, it may be necessary to evaluate if our programs are the right choice for your family. Completing a registration form is not a guarantee of admission to our program. In some cases, we will need to determine if our program is

appropriate for your child. Our programs are not designed for therapeutic or one-on-one care or attention.

VI. Behavior Management and Discipline Procedures

- A. Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interests of program participants in mind.
- B. There will be no harsh, cruel, or corporal punishment used as a method of discipline. Discipline will be focused on growth of the individual and encouraging improved behavior management.
- C. Program employees may use brief, supervised separation for the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs, the participant will know there is a consequence for their chosen action.
- D. Incident reports will be filled out on any disciplinary cases and shared with parents when picking up the child (sooner if an extreme case). Parents will be asked to sign the incident report to indicate that they have been advised about specific problems and/or negative behaviors.
- E. A participant could be suspended based on an extreme case or an aggregated concern of poor behavior choices. If that happens, parents will be contacted immediately and asked to pick up their child.
- F. Immediate removal from the program can happen if a child displays physical harm or threatens another participant. If a participant is removed from the program for behavior issues, there will not be a refund for unused time.

VII. Illness or Injury

- A. Participants shall have and maintain immunizations in accordance with those required by the Texas Department of Health for public school attendance according to age.
- B. Parents shall be notified in cases of illness or injury. If the illness includes the threat of a communicable disease, that child will need to be picked up immediately.
- C. Programs are designs for well children. If a child is suspected of having a temperature and/or shows other signs or symptoms, that child will need to be removed from the program until they can be deemed well by physician. In the case that an injury cannot be remedied with basic first aid, staff shall notify paramedics.

- D. When an injury occurs, an incident report shall be filled out immediately after the incident and given to the Recreation Coordinator and/or Link Manager with a copy kept in the Camp files.
- E. In the event of expected abuse, program employees will immediately report a concern in accordance with the Texas Family Code. In the case where a City employee is involved in an incident with a child that could be construed as child abuse, the incident must also be reported to fulltime recreation staff. Staff will then notify the Police Department and any other appropriate agency as soon as possible.
- F. Texas state law requires that staff of children and youth programs to report any suspected abuse or neglect of a child to the Texas Department of Family and Protective Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

VIII. General Guidelines for Children

- A. As a part of the Camp Manual, parents will be given the following information:
 - 1. A child is not allowed to use the phone unless it is deemed an emergency. In this case, staff should make the call for the child.
 - 2. Children must use furniture correctly, only sitting where designed and no standing on any furniture, counter, or game table.
 - 3. Running is only permitted in the gym and on special occasions in the activity rooms, then only with supervision.
 - 4. Bouncing or throwing balls is only permitted in the gym and on special occasions in the activity rooms, then only with supervision.
 - 5. Active games that could damage, furniture, fixtures, and equipment shall only be played in the appropriate areas.
 - 6. Children must always show respect toward staff and other participants.
 - 7. Children must always have on appropriate attire and athletic, non-marking shoes.
 - 8. Children will always be contained and separated from the general public, except for on field trips, park visits and when swimming. Then staff will be more diligent with their oversight, to know where each child is at all times.
- B. The program will provide activities for each group according to the participants' ages, interests, and abilities. The activities should be flexible and promote social and educational advancement.
 - 1. A weekly calendar will be available to parents the week before each camp session starts.
 - 2. While monitoring field trips, staff will;
 - a) Count everyone before leaving The Link and before returning from the destination.
 - b) Carry all pertinent participant information including medical information.

- c) Carry a first aid kit and mobile phone in each vehicle that is transporting participants.
- d) Each participant will wear a Link wrist band on each field trip. The wrist band will have Link information in case a participant gets lost or loses visual contact with the rest of the group.

IX. Monitoring and Enforcement

- A. Standards of Care established by the City of Richland Hills will be monitored and enforced by City Departments responsible for their respective areas. Health and safety standards will be monitored and enforced by the City's Police, Fire, and Code Enforcement departments when applicable.
- B. Staff and program issues will be monitored and enforced by the Recreation Department staff. The Link Manager shall visit the program facilities on a bi-weekly basis. The Recreation Coordinator will be responsible for a visual inspection on a daily basis.
- C. Monthly reporting by The Link Manager will include a comprehensive review of all program details, as well as the operation summaries.

For further information regarding the Standards of Care or any other information about children and youth programs offered by The Link please contact the front desk at 817-616-3738.

Memorandum

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

From: Logan Thatcher, Assistant to the City Manager

Date: May 9, 2022

Subject: 3215 Rufe Snow Drive SUP Request

Agenda Item:

Consider Ordinance 1448-22, a Specific Use Permit for Gymnastics & Dance Studio for the property described as Abstract 30, Tract 1A, Akers, George Survey, Richland Hills, Texas, otherwise known as 3215 Rufe Snow Drive, Richland Hills, Texas 76118 **PUBLIC HEARING**

Background Information:

The property at 3215 Rufe Snow Drive is a 11,200 square foot building that is currently zoned Mixed Use.

The applicant for this case is Dr. Kirk D. Weicht. The applicant represents Dallas-Fort Worth Jeet Kune Do Academy, a local martial arts and self-defense school (<https://www.dfwjeetkunedo.com/>). Mr. Weicht would like to move the academy to 3215 Rufe Snow Drive and is seeking a Specific Use Permit (SUP) to allow for the use Gymnastics & Dance Studio. Martial arts training for children and adults would fall under that use category. Gymnastics & Dance Studio requires a Specific Use Permit in the Mixed Use district.

Financial Considerations:

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

Legal Review:

The City Attorney has reviewed the draft Ordinance

Board/Citizen Input:

The Planning and Zoning Commission considered the Specific Use Permit at their April 26, 2022 meeting and recommended approval 5-0.

City Council consideration May 9, 2022

Attachments:

Specific Use Permit Application
Location Map & Property Photo
Ordinance No. 1448-22

Suggested Motion:

Motion to approve Ordinance 1448-22, a Specific Use Permit for Gymnastics & Dance Studio for the property described as Abstract 30, Tract 1A, Akers, George Survey, Richland Hills, Texas, otherwise known as 3215 Rufe Snow Drive, Richland Hills, Texas 76118



City of Richland Hills Zoning Application

Application Type

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

Applicant Information

Applicant's Name: DR. KIRK D. WEICHT
Business Name: DALLAS - FT-WORTH JEET KUNE DO ACADEMY
Phone: 817-946-1404 Email: pfsdftw@rocketmail.com

Property Information

Property Address: 3215 RUFÉ SNOW Square Feet: 2400
Building Owner: CLARENCE HUFFMAN Deed Date: _____
Company: _____ Phone: 817-312-2500
Owner Address: _____
Owner's Phone #: 817-312-2500 Owner's Email: _____
Previous Occupant: BRIGHT SIGNS
Current Zoning: MX - MIXED USE

Zoning Request

Please describe the nature of your request

CURRENT ZONING IS MIXED USE. SPACE WILL BE USED
FOR MARTIAL ARTS TRAINING - CHILDREN AND
ADULT PROGRAMS AS WELL AS LAW ENFORCEMENT
AND SECURITY PERSONNEL. MARTIAL ARTS SCHOOL FALLS
UNDER DANCE & GYMNASIUM STUDIOS

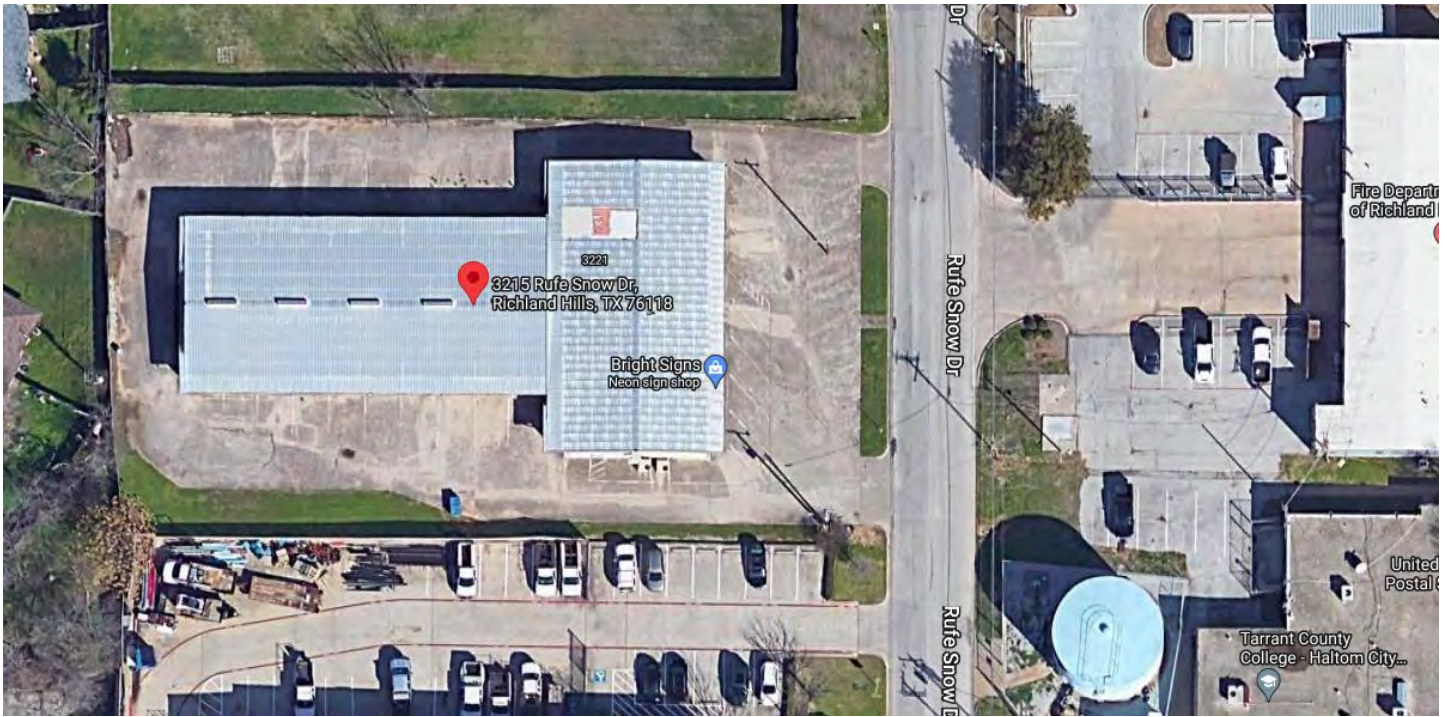
Signature

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: 3/22/2022

3215 Rufe Snow



ORDINANCE NO. 1448-22

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY GRANTING A SPECIFIC USE PERMIT PERMITTING A GYMNASTICS & DANCE STUDIO ON CERTAIN PROPERTY LOCATED AT 3215 RUFÉ SNOW 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 City 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 Gymnastics and Dance Studio 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 April 26, 2022, and by the City Council of the City on May 9, 2022 with respect to the use changes described herein; and

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

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

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

**SECTION 1.
SPECIAL USE PERMIT GRANTED**

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

Applicant: Kirk D. Weicht

Property Address: 3215 Rufe Snow Drive, Richland Hills, Texas

Legal Description: BEING a tract of land situated in the GEORGE AKERS SURVEY, ABSTRACT NO. 30, and the A.S. TRIMBLE SURVEY, in the City of Richland Hills, Tarrant County, Texas, and being more particularly described on Exhibit B attached hereto.

Zoning Change: The property shall remain located in the "Mixed Use" (MX) Zoning District, and a Gymnastics and Dance Studio Specific Use Permit permitting gymnastics, dance, and marital arts uses 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. In addition, use of the property described above shall be subject to all restrictions, terms, and conditions contained in the Site Plan and Conditions attached as Exhibit A, which is incorporated herein by reference.

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, 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, penalty clause, publication 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 May 9, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY WELLS, CITY SECRETARY

APPROVED AS TO FORM:

JAMES DONOVAN, CITY ATTORNEY

EXHIBIT A
Site Plan and Conditions

No additional conditions.

EXHIBIT B

BEING out of the GEORGE AKERS SURVEY, Abstract No. 30, and the A.S. TRIMBLE SURVEY, in the City of Richland Hills, Tarrant County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron pin South 0 degrees 02 minutes 23 seconds East, 350 feet from the South line of Baker Boulevard (State Highway No. 10, previously State Highway No. 183), and said pin being in the West line of Rufe Snow Drive;

THENCE South 0 degrees 02 minutes 23 seconds East, along the West right-of-way line of Rufe Snow Drive, 311.31 feet to an iron pin for a corner;

THENCE South 89 degrees 12 minutes 03 seconds West, 258.81 feet to an iron rod for a corner;

THENCE North 0 degrees 02 minutes 58 seconds West, 314.9 feet to an iron pin for a corner;

THENCE East, 258.83 feet to the POINT OF BEGINNING and containing 81,038 square feet or 1.86 acres of land, more or less.

SAVE AND EXCEPT the following described property:

BEING out of the GEORGE AKERS SURVEY, Abstract No. 30, and the A.S. TRIMBLE SURVEY, in the City of Richland Hills, Tarrant County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron pin South 0 degrees 02 minutes 23 seconds East, 492.99 feet from the South line of Baker Boulevard (State Highway No. 10, previously State Highway No. 183), and said pin being in the West line of Rufe Snow Drive;

THENCE South 0 degrees 02 minutes 23 seconds East, along the West right-of-way line of Rufe Sow Drive, 168.32 feet to an iron pin for a corner;

THENCE South 89 degrees 12 minutes 03 seconds West, 258.81 feet to an iron rod for a corner;

THENCE North 0 degrees 02 minutes 58 seconds West, 168.32 feet to an iron pin for a corner;

THENCE North 89 degrees 12 minutes 03 seconds East, 358.81 feet to the POINT OF BEGINNING and containing 43,560 square feet or 1.00 acres of land more or less.

Memorandum

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

From: Logan Thatcher, Assistant to the City Manager

Date: May 9, 2022

Subject: 7431 Dogwood Park Drive SUP Request

Agenda Item:

Consider Ordinance 1449-22, a Specific Use Permit for Outside Storage and Display (Incidental Use) for the property described as Lot 4R, Block 1, Midway Industrial Pk Addition, Richland Hills, Texas, otherwise known as 7431 Dogwood Park Drive, Richland Hills, Texas 76118 **PUBLIC HEARING**

Background Information:

The property at 7431 Dogwood Park Drive is a 22,500 square foot building that is currently zoned Heavy Commercial.

The applicant for this case is Jenny Rodriguez from Automation-X. Automation-X received their Certificate of Occupancy on January 4, 2022. The applicant is seeking a Specific Use Permit (SUP) for Outside Storage and Display (incidental use). Outside storage requires a Specific Use Permit in the Heavy Commercial zone. Their request for the outside storage is to store metal skids and a delivery trailer. They are requesting to use chain link fencing.

On April 26, 2022 the Planning and Zoning Commission approved the SUP request for outside storage with the use of chain link fencing and requested that only the portion of the fence facing Dogwood Park Drive be screened with slats. The City has previously approved chain link fencing in Heavy Commercial with the entirety of the outside storage area being screened. Attached to this memo is the highlighted area of the proposed outside storage along with the City's current fencing and screening requirements for open storage areas.

Financial Considerations:

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

Legal Review:

The City Attorney has reviewed the draft Ordinance

Board/Citizen Input:

The Planning and Zoning Commission considered the Specific Use Permit at their April 26, 2022 meeting and recommended approval 5-0. The use of chain link fence was approved with slats required for the portion of the fence facing Dogwood Park Drive.

City Council consideration May 9, 2022

Attachments:

Specific Use Permit Application

Location Map & Property Photo

Site Plan

Fencing and Screening Ordinance in Open Storage Areas

Ordinance 1449-22

Suggested Motion:

Motion to approve Ordinance 1449-22, a Specific Use Permit for Outside Storage and Display (Incidental Use) for the property described as Lot 4R, Block 1, Midway Industrial Pk Addition, Richland Hills, Texas, otherwise known as 7431 Dogwood Park Drive, Richland Hills, Texas 76118



City of Richland Hills
Zoning Application

Application Type

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

Applicant Information

Applicant's Name Jenny Rodriguez
Business Name Automation - X Corporation
Phone 505-947-6419 Email jenny.rodriguez@automation-x.com

Property Information

Property Address 7431 Dogwood Park Suite C Square Feet 15,000
Building Owner 356 Midway Venture LLC Build Date November 1, 2021
Company 356 Midway Venture LLC Phone 310-860-0598
Owner Address 1900 Avenue of the Stars Suite 320 Los Angeles, CA 90067
Owner's Phone # 310-860-0598 Owner's Email N/A
Previous Occupant N/A
Current Zoning HC - Heavy commercial

Zoning Request

Please describe the nature of your request

Fencing on the north side of the property to
store metal skids and delivery trailer
Chain link fencing - Commercial: 2 3/8 posts
core drilled.

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 Jenny Rodriguez Date 4-6-2022

7431 Dogwood Park

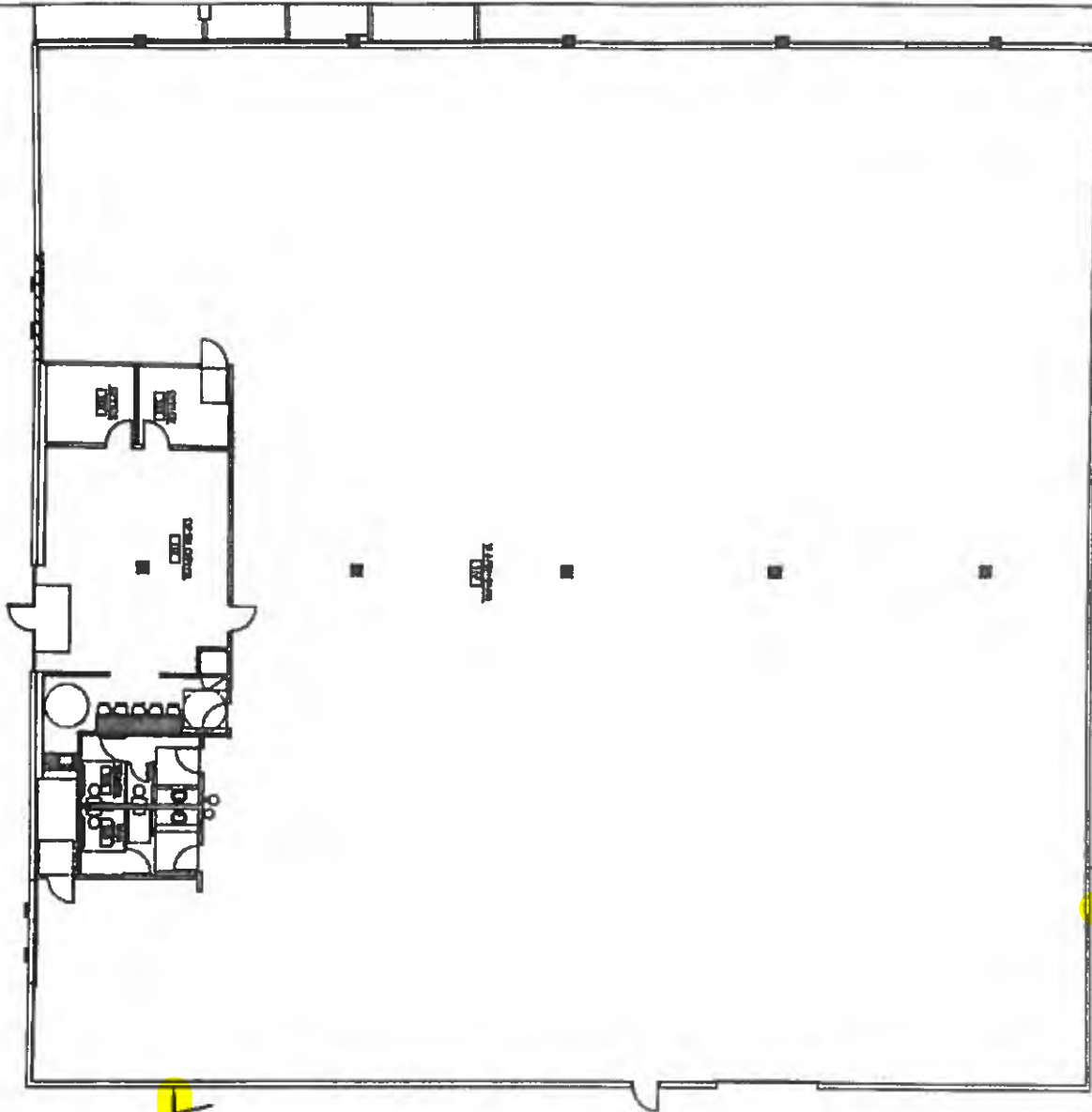


MIDWAY BUSINESS PARK

7431 Dogwood Park
Richland Hills, Texas 76118

15,000 SF Available

**Office/
Warehouse
for
Lease**



The information contained herein was obtained by sources believed reliable, however, Lincoln Property Company makes no guarantees, warranties or representation as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, change of price or conditions prior to sale at lease or withdrawal without notice.

**LINCOLN
PROPERTY
COMPANY**

Gil Stroube
gstroube@lpc.com
214-740-3427

Doak Dozier
ddozier@lpc.com
214-740-3574



Screening and Fencing Ordinance in Open Storage Areas

(3) *Open storage.* Open storage of materials, commodities, or equipment shall be screened with a minimum six-foot fence or wall.

a. In districts permitting open storage (see [section 3.02](#) Use Chart of the zoning ordinance), screening shall be required only for those areas used for open storage, unless the screening exception in subsection (e)(3)c., Screening exception below, applies. A six-foot screening fence or wall shall be provided and maintained (at the property line adjacent to the area to be screened) by one or a combination of the following methods:

1. Solid masonry (brick, concrete block or concrete panels).
2. Chain link with solid landscape screening; slats or mesh are acceptable within the BP Business Park District; except for properties with screening fences or walls adjacent to Handley Ederville Road which must be constructed of solid masonry.
3. Wrought iron with solid landscape screening.

b. No outside storage may exceed the height of the fence without a waiver from the zoning administrator. No outside storage permitted in the front yard.

1. The following exceptions shall apply to this requirement when located in the BP Business Park District:

- i. Outside storage may exceed the height of the screening fence if it is a single item or structure.
- ii. Stored items can be stacked, but must be setback at least ten feet from the fence and cannot exceed the fence height by more than one foot.

ORDINANCE NO. 1449-22

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY GRANTING A SPECIFIC USE PERMIT PERMITTING OUTSIDE STORAGE AND DISPLAY (INCIDENTAL USE) ON CERTAIN PROPERTY LOCATED AT 7431 DOGWOOD PARK 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 City 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 Outside Storage and Display (Incidental Use) in the "HC Heavy Commercial" (HC) Zoning District; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on April 26, 2022, and by the City Council of the City on May 9, 2022, with respect to the use changes described herein; and

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

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

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

**SECTION 1.
SPECIAL USE PERMIT GRANTED**

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

Applicant: Jenny Rodriguez of Automation-X

Property Address: 7431 Dogwood Park, Richland Hills, Texas

Legal Description: BEING Lot 4R, in Block 1, of MIDWAY INDUSTRIAL PARK, an Addition to the City of Richland Hills, Tarrant County, Texas, according to the Map thereof recorded in Cabinet A, Side 4429, Plat Records, Tarrant County, Texas.

Zoning Change: The property shall remain located in the "HC Heavy Commercial" (HC) Zoning District, and an Outside Storage and Display (Incidental Use) Specific Use Permit permitting Outside Storage and Display as an incidental use 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. In addition, use of the property described above shall be subject to all

restrictions, terms, and conditions contained in the Site Plan and Conditions attached as Exhibit A, which is incorporated herein by reference.

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, 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, penalty clause, publication 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 May 9, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY WELLS, CITY SECRETARY

APPROVED AS TO FORM:

JAMES DONOVAN, CITY ATTORNEY

EXHIBIT A
Site Plan and Conditions

Conditions of Specific Use Permit:

- The property shall conform with the fencing and screening requirements for outside storage as outlined in the Richland Hills Code of Ordinances Section 91-100(e) except that the fencing may be constructed of chain link. All fencing visible from Dogwood Park Drive must be chain link with slats. Fencing not visible from Dogwood Park may be chain link without slats or mesh.

Memorandum

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

From: Jason Brown, Director of Parks and Recreation

Date: May 9, 2022

Subject: Purchase of Park Restroom and Pavilion Buildings

Agenda Item:

Consider purchase of restroom and pavilion buildings for Kate Baker Park and Creek Trail Park from Romtec, Inc. in an amount not to exceed \$550,000

Background Information:

The FY 2022 Richland Hills Development Corporation (RHDC) Budget included funding for the purchase and installation of restrooms and pavilions at Kate Baker Park and Creek Trail Park, expanded parking at Kate Baker Park and the addition of Food Truck stations at Creek Trail Park.

City staff has spent the past few months researching different restroom and pavilion options. After evaluating three different vendors and the various structures that each provides, as well as getting references from other cities that have used one of the three vendors, staff recommends moving forward with Romtec, Inc. Romtec offers the best overall value including building options and customization, security and maintenance and the ability to incorporate the restroom and pavilion into one building.

Romtec designs, manufactures, supplies, and constructs buildings and structures for all types of applications. Since 1979, Romtec has been providing restroom structures, concession buildings, pavilions, storm shelters, urban restrooms and more to public and private organizations across the nation. Romtec also offers clients a turnkey approach where they will design, manufacture and construct a complete building on site.

Romtec is a member of BuyBoard Cooperative Purchasing (Contract 592-19) which complies with State procurement laws as BuyBoard vendors are awarded contracts for products and services through a competitive procurement process.

Romtec has provided preliminary proposals for a one-unit family style restroom and pavilion building at Kate Baker Park and a two-unit family style restroom and pavilion building at Creek Trail Park. Both proposals are attached to this memo for your review.

Financial Considerations:

The FY 2022 RHDC Budget included funding for park improvements in the amount of \$640,000. Romtec has provided a quote for the design, manufacture and construction of two (2) park restrooms in the amount of \$546,782. In addition to the design and construction of the restroom and pavilion buildings, there will also be costs for engineering and installation of the concrete pads and related utility work. Staff estimates those costs to be around \$30,000. In total, the two (2) park restroom and pavilion buildings could cost an estimated \$580,000.

Due to supply chain issues and rising inflation, the cost of the park restroom and pavilion buildings has increased by 21.5% over the original estimate included in the budget. If Council chooses to move forward with the restroom and pavilion buildings, there may not be enough funds allocated in the FY 2022 RHDC Budget to cover both the expanded parking at Kate Baker Park and Food Truck stations at Creek Trail Park.

Legal Review:

N/A

Board/Citizen Input:

The Richland Hills Development Corporation will consider the purchase of restroom and pavilion buildings for Kate Baker Park and Creek Trail Park on May 9, 2022 prior to the City Council meeting.

Attachments:

Romtec BuyBoard Proposal #592-19
Kate Baker Park Proposal
Creek Trail Park Proposal

Council Action Requested:

Motion to approve the purchase of restroom and pavilion buildings for Kate Baker Park and Creek Trail Park from Romtec, Inc. in an amount not to exceed \$550,000



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date

4/21/2022

PROPOSAL/PO**#592-19****Richland Hills Restrooms**

Customer: City of Richland Hills
Jason Brown
3200 Diana Drive
Richland Hills, TX 76118



Quantity	Building Proposal Description	Extended Price
1	Kate Baker Park Restroom (2022 + 3012 w/Options) - "Building Supply ONLY" per attached Kate Baker Park Restroom Proposal dated 4/21/2022	\$ 132,339.78
1	Creek Trail Park Restroom (2024 + 3012 w/Options) - "Building Supply ONLY" per attached Kate Baker Park Restroom Proposal dated 4/21/2022	\$ 163,331.03
BuyBoard DISCOUNT: Available only to members of the BuyBoard Cooperative Purchasing Network.		8.31% \$ (24,570.25)
Estimated Freight to: Richland Hills, TX		\$ 9,612.00
<i>Kate Baker Park Restroom Installation</i>		<i>\$ 125,914.88</i>
<i>Creek Trail Park Restroom Installation</i>		<i>\$ 140,154.00</i>
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 546,781.44

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

*Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping prices are estimates only and are subject to change without notice.

*Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soile Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standad insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverage for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature

Date

Romtec Inc. Authorized Signature

Date

Customer/Owner Printed Name

Romtec Inc. Printed Name

Customer/Owner Company



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Romtec is liable for delivery delays or for risk of loss or damage only while goods are in Romtec's possession. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon (FCA Roseburg, Oregon, for international orders). If goods are at any time shipped by, delivered to, or in the possession of others, the following delivery and handling terms apply:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

ROMTEC
18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541/496-3541
Fax: 541/496-0803

CREDIT APPLICATION

Company/Contractor Information

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Contact Person(s):
Purchasing: _____ Telephone: _____ Email: _____

Accounts Payable: _____ Telephone: _____ Email: _____

Company Structure

Check status that applies: Corporation, since _____ State of Incorporation _____ Sole Proprietorship _____ Partnership _____

Responsible Parties, List all officers if corporation, owner if sole proprietorship or owners if partnership, use second sheet if necessary. Social security numbers are only necessary for Sole Proprietors and partnerships.

1. Name: _____ Title: _____ SSN: _____ DOB: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Name: _____ Title: _____ SSN: _____ DOB: _____

Address: _____ City: _____ State: _____ Zip: _____

Previous Address if at current address less than 2 years: _____

Federal I.D. No: _____ Duns No: _____

Banking Information

Bank: _____ Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____ Fax: _____

Lender Information

Bank: _____ Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____ Fax: _____

Trade References

1. Vendor Name and Contact Person: _____ Telephone: _____ Fax: _____

2. Vendor Name and Contact Person: _____ Telephone: _____ Fax: _____

3. Vendor Name and Contact Person: _____ Telephone: _____ Fax: _____

	YES	NO
▶ Have any of the owners or officers ever declared bankruptcy?	[]	[]
▶ Are there any unsatisfied judgments against the owners or officers?	[]	[]
▶ Has this company ever failed to finish a contract or been removed as a contractor?	[]	[]

Everything that I've stated in this application is true and correct. I understand that Romtec will retain this application whether or not it is approved. Romtec is authorized to check the credit of the officers or owners and business listed on this application and to verify banking information. All information will be kept confidential.

Credit will only be granted from job to job, a new application will need to be filled out completely for each new job. This credit application is good for one year from the date of issue on the job it was applied for and will need to be filled out again after it has expired if I want to retain my credit status. I understand that Romtec does not accept partial payments, any offsets and/or retainage relative to the **stated** payment milestones. Deviation from agreed upon terms will void credit/payment terms granted, and any remaining goods or services not yet delivered will be subject to prepayment terms whereby payment in full is due 10 days prior to delivery.

Upon signing Romtec Notice to Proceed, granting Romtec the ability to produce goods, I am confirming that my Customer and the Owner of the project will accept delivery of the goods when Romtec is ready to ship. At the time Romtec delivers its goods, or is ready to deliver (deliverability), I agree to submit a timely and accurate invoice to my Customer and verify that my Customer has in turn submitted a timely and accurate invoice to the Owner (if applicable) to ensure timely payment. Note: Deliverability is the date that Romtec completes the production of the restroom building kit package and is ready to deliver the goods, and delivery and Romtec's ability to invoice will not be delayed due to project/job site delays.

Signed

Date

For (Contractor Company Name)

ROMTEC
18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541/496-3541
Fax: 541/496-0803

PRELIMINARY INFORMATION

Customer/Contractor Information

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Accounts Payable: _____ Telephone: _____ Email: _____

Project Information

Job: _____ Government Agency: _____

Agency Contract Officer: _____ Telephone: _____

Job Contact: _____ Telephone: _____

Job Site Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Project Prime Contractor

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Project Owner

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

Project Bond Information

Insurance Agency: _____ Address: _____ City: _____ State: _____ Zip: _____

Agents Name: _____ Telephone: _____ Fax: _____

Bonding Company: _____ Address: _____ City: _____ State: _____ Zip: _____

Bond No: _____ Underwriter: _____ Telephone: _____ Fax: _____



Purchasing Made Easy

As easy as 1-2-3...

1. Identify the vendors and/or products you need.
2. If necessary, call the vendor and request a "BuyBoard Quote." The other option is to use the RFQ function to request pricing from multiple vendors.
3. Issue your PO in the name of the vendor, indicate on the PO "Per BuyBoard Contract," and e-mail to the following:
E-mail: info@buyboard.com

Purchase order compliance

When using BuyBoard, your purchase order (PO) must be documented in the BuyBoard system. This is important for several reasons:

Bid Compliance—If you are questioned about a specific purchase, use of the BuyBoard serves as documentation that the purchase was made through the Cooperative. With no documentation, the assumption is that the order was not made using the BuyBoard contracts.

Documented Audit Trail—BuyBoard provides a documented audit trail for auditors to reference when determining if local or state procurement requirements were satisfied.

Additional options for PO compliance

Monthly PO Report—Members can submit a monthly PO report that is uploaded into the BuyBoard to document PO activity. This usually starts with identifying the vendors being used under the BuyBoard contracts and flagging them in the financial/purchasing system. The PO activity is then exported to an Excel spreadsheet template and e-mailed to the BuyBoard. (Contact us if you would like the Excel template.)

BuyBoard Website—Each user has a security role, defined by the entity, which allows the user to shop and/ or transmit a PO to the vendor. Individuals who have this role can attach their organization's actual PO to the BuyBoard header information and transmit the PO to the vendor through the BuyBoard system. This automatically documents the PO in the BuyBoard.

Important reminders

- Always try to mark your PO with "Per BuyBoard" to avoid confusion.
- If the PO was previously sent to the vendor, please mark with "Record Only or Confirming Copy."
- We can accept vendor invoices and credit card or P-card statements as long as each indicates the vendor name, amount spent, and what was purchased.
- If you don't use purchase orders, we can accept a signed letter of authorization or signed proposal or quote.
- We can accept purchase information for orders as old as 90 days.
- Check the PO Status Report frequently to see if any are missing.
- BuyBoard Quarterly Reports, e-mailed each quarter, help you confirm that all purchases for the last 90 days have been reported. If any are missing, send us a copy of the transaction(s).

Compliance is essential when buying through BuyBoard— but the steps are short and simple! Our goal is not only to keep you in compliance with state and local procurement requirements.

BuyMore. SpendLess. BuySmart. WorkLess.



BuyBoard is a FREE program

To establish your membership just follow these three simple steps:

1. Review the interlocal participation agreement on **www.buyboard.com/national/how-to-join**.
2. Complete the online form and submit.
3. Login information will be sent to your coordinator, and your agency may begin to purchase via the National BuyBoard program.

What the BuyBoard can do for you today

By combining the purchase power of local governments, the BuyBoard is able to leverage better pricing on products, equipment, and services that you use every day. With a wide range of contracts available, members will find almost everything needed to support their entity.

Because the competitive procurement process has been completed, this provides members compliance with local and state procurement requirements and a documented audit trail. BuyBoard members save time and resources that would have been spent preparing and conducting a formal RFP. Cost savings are achieved through the competitive price of the product and the reduction of internal administrative time and effort.

With no cost and no obligation, BuyBoard is a great option to supplement your current purchasing activities.

BuyBoard was created to support and serve public schools, municipalities, counties, universities, and all types of local government agencies. That support is evidenced in the organizations that sponsor BuyBoard and in turn support their respective membership. Purchasing through BuyBoard means your agency is helping to support the statewide organizations that support you.



For more information, contact:
David Ricketts
david.ricketts@buyboard.com
913.424.5758



Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Richland Hills Restroom - Kate Baker Park
Location: Richland Hills, TX
Date: 4/21/2022



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the **Kate Baker Park Restroom Building** as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is 3 months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by 9/1/2022. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than 5/20/2022
 - b. Any relevant Romtec submittal document(s) approved no later than 7/5/2022
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than 8/19/2022
 - d. Romtec site delivery/mobilization to begin no later than 9/1/2022*Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.*
2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage not required
 2. Compliance with Davis Bacon Act not required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU

- a. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **tan**.
2. Exterior and interior block finish to have anti-graffiti coating.
3. Interior wall finish will be latex epoxy paint.
4. Interior floor finish will be sealed concrete.
5. Sanitary tile cove base on interior restroom walls in **White 0100 (1)**.
6. Wire weave gable vents for natural ventilation.
 - a. Vents are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*
7. Polycarbonate gable windows located on the mechanical room.
 - a. Steel frames are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*
8. Doors, frames and hardware.
 - a. Doors and frames are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Doors to have stainless steel kick plates.
 - e. Doors to include thresholds and sweeps.
 - f. Grade 2, lever locks with latch guard.
 - g. Restroom door to have magnetic locking system.
9. Roofing materials
 - a. Glulam beams.
 - b. 2x6 tongue and groove decking.
 - c. Deck mount, skylights.
 - d. Roofing shall be Fabral, 26-gauge, Horizon 16 standing seam roof panels.
*Note: Roofing color shall be selected by the **owner** from the manufacturer's standard color chart.*
10. Timber truss and post roof extension.
 - a. Steel components are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*

2. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Floor mount, stainless steel toilets with concealed, hydraulic flush valves.
2. Wall mount, stainless steel sinks with single push button faucets.
3. Surface mount, 18" x 36" mirrors.
4. Wall mount, stainless steel 3-roll toilet paper dispensers.
5. Wall mount, stainless steel soap dispensers.
6. Stainless steel, non-refrigerated stainless steel drinking fountains with stainless steel grab bars.
7. Mop sink with faucet located in the mechanical room.

3. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall mount, vandal resistant LED light fixtures controlled by photocell.
2. Interior lighting
 - a. Wall mount, vandal resistant LED light fixtures located in the restrooms.
 - b. Ceiling mount, 48" LED light fixture located in the mechanical room.
 - c. Restroom light controlled by motion sensor and mechanical room light controlled by wall switch.
3. Surface mount, wall heater located in the mechanical room for freeze protection only.

Note: The current building design does not include insulation. If required, it will result in a price increase and design change.

4. Thru-wall, FastAir hand dryers.
5. Main breaker panel sized for the building components.
 - a. 200 amp, single-phase, indoor.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
- ii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iv. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile (if applicable)
 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 1. Installation of drain and vent lines
 2. Installation of water lines
 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 1. Installation of plumbing fixtures
 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. **Soil Disposal**

Romtec is not disposing of any soils from the site.

3. **Surveying and Staking**

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. **Site Utilities**

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. **Electrical Transformers**

Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of the electrical junction box associated with the Romtec building(s). The junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions / Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:

1. All Permits related to construction and installation of Romtec Building
 2. Bonding (unless otherwise stated)
 3. Storm water and/or pollution prevention plans
 4. Erosion control plans
 5. Site specific safety plans
 6. Site specific protection plans
 7. Tree protection plans
 8. Site preparation per geotechnical report
 9. Backfill required for all structures
 10. Licensees except for the City Business License
 11. Special inspection services
 12. Rock excavation
 13. Demolition of existing structures
 14. Removal of excavated materials
 15. Site grading or asphalt paving
 16. Masonry pavers
 17. Booster pumps &/or pressure reducing valves
 18. Backflow check valves
 19. Fire alarm & fire suppression equipment
 20. Irrigation Equipment
 21. Gutters and downspouts
 22. Lighting equipment not attached to the building
 23. Electrical transformer(s)
 24. Electrical junction box(es)
 25. Landscaping
 26. Plumbing freeze protection
 27. Site plans
 28. Sidewalks
 29. Construction mock-ups
 30. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
 4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

1. Romtec guarantees that the building will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of the completed building kit is delayed for any reason, the materials warranty begins on the date that the building kit was ready to deliver.
2. Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for completion of installation. In this case, the 1-year warranty will begin on the installation completion date.
3. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.
4. Romtec passes along individual product manufacturers' warranties to the customer and/or end owner. Some of these individual products may include warranty terms that vary from the Romtec warranty and may be shorter or longer than the overall building package warranty. For example, metal roofing includes special warranty terms noted in the disclaimers below.

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to

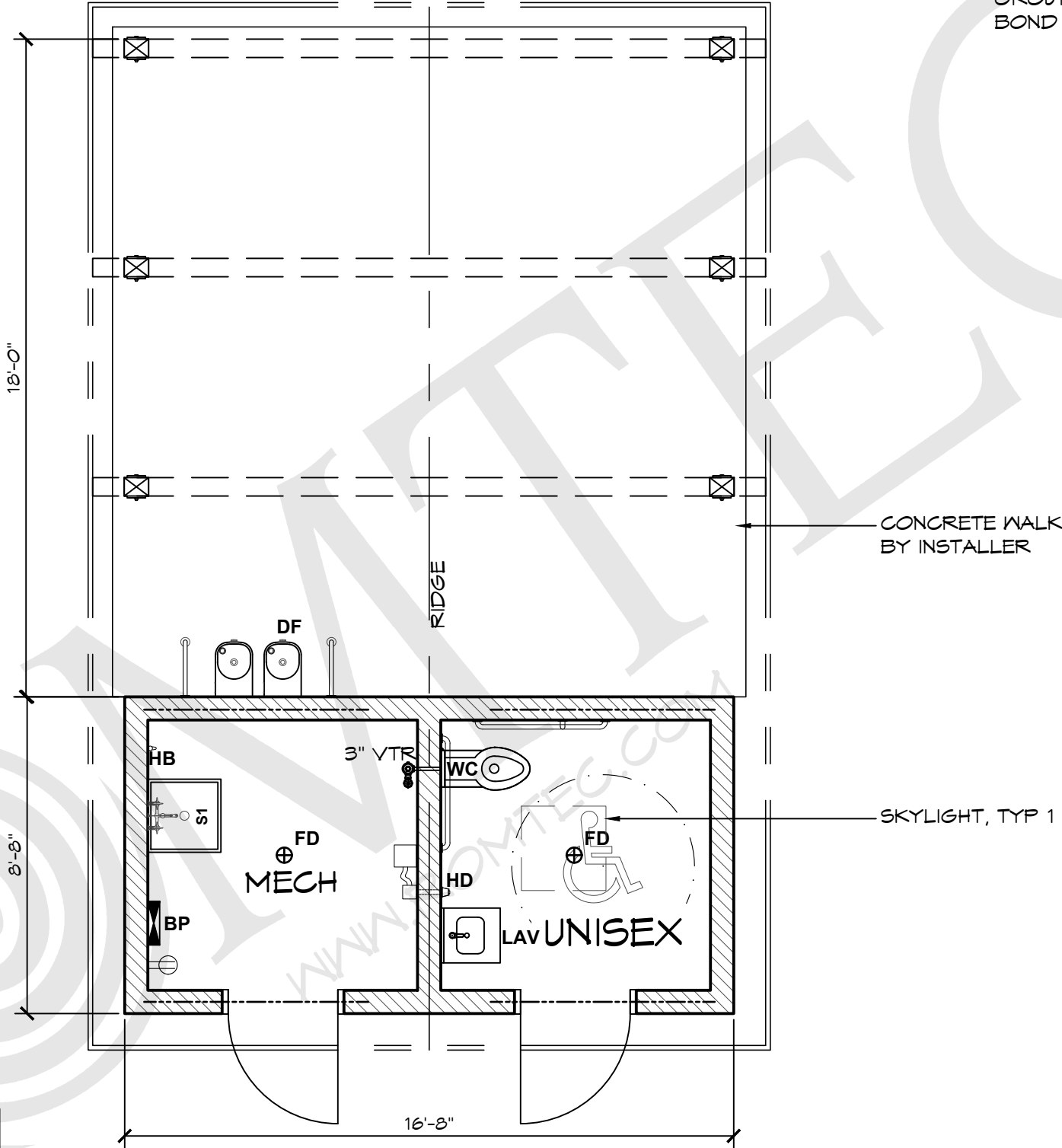
validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
-----	GABLE VENT	2
-----	GABLE WINDOW	2
	EXTERIOR WALL LIGHTS	2
	INTERIOR CEILING LIGHTS	2
⊗	FLOOR DRAIN	2
TP	THREE ROLL TP DISPENSER	1
HD	FAST AIR HAND DRYER	1
SD	SOAP DISPENSER	1
HB	WALL HYDRANT	1
HB-1	WALL FAUCET	1
⊕	ELECTRICAL OUTLET	1

WALL TYPE SCHEDULE

8" REINFORCED CONCRETE MASONRY
BLOCK WALL WITH MORTAR JOINTS,
GROUTED SOLID ALL CELLS RUNNING
BOND PATTERN.



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

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ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PRELIMINARY

PROJECT:
CITY OF RICHLAND HILLS
KATE BAKER PARK
RICHLAND HILLS, TEXAS

SHEET TITLE: FLOOR PLAN

PROJECT#: 1787

DATE: 4/18/22

REVISIONS

REV. DATE BY

DRAWN BY: JS

SHEET NO.

1

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PRELIMINARY

© 2019 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, ADAPTED OR FURTHER DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.

PROJECT:
CITY OF RICHLAND HILLS
KATE BAKER PARK
RICHLAND HILLS, TEXAS
SHEET TITLE: ELEVATIONS (CMU)

PROJECT#:
1787

DATE:
4/18/22

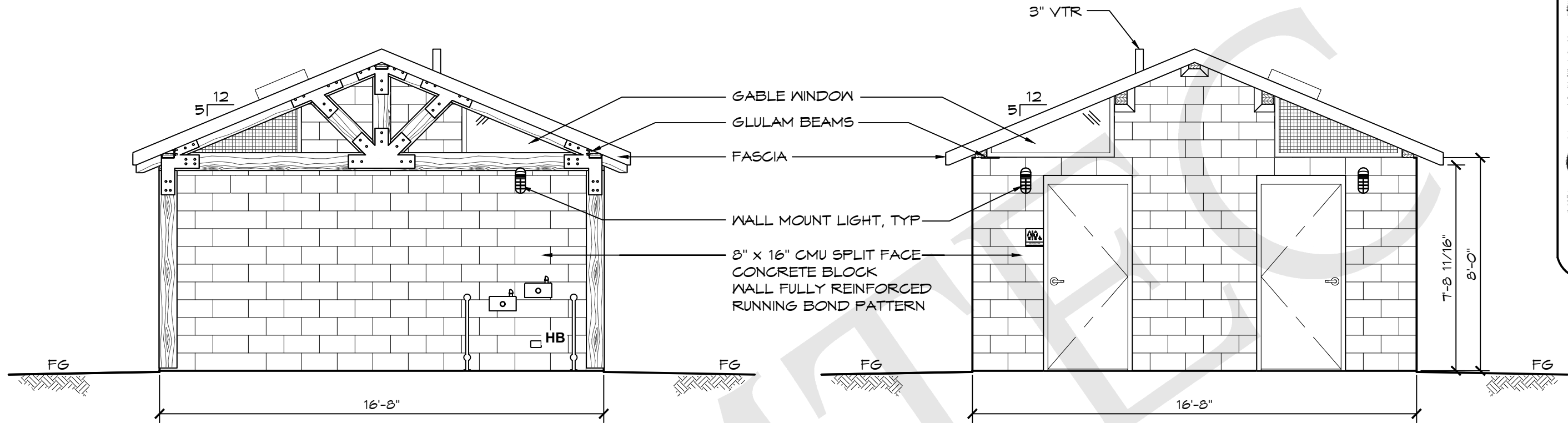
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REV.	DATE:	BY

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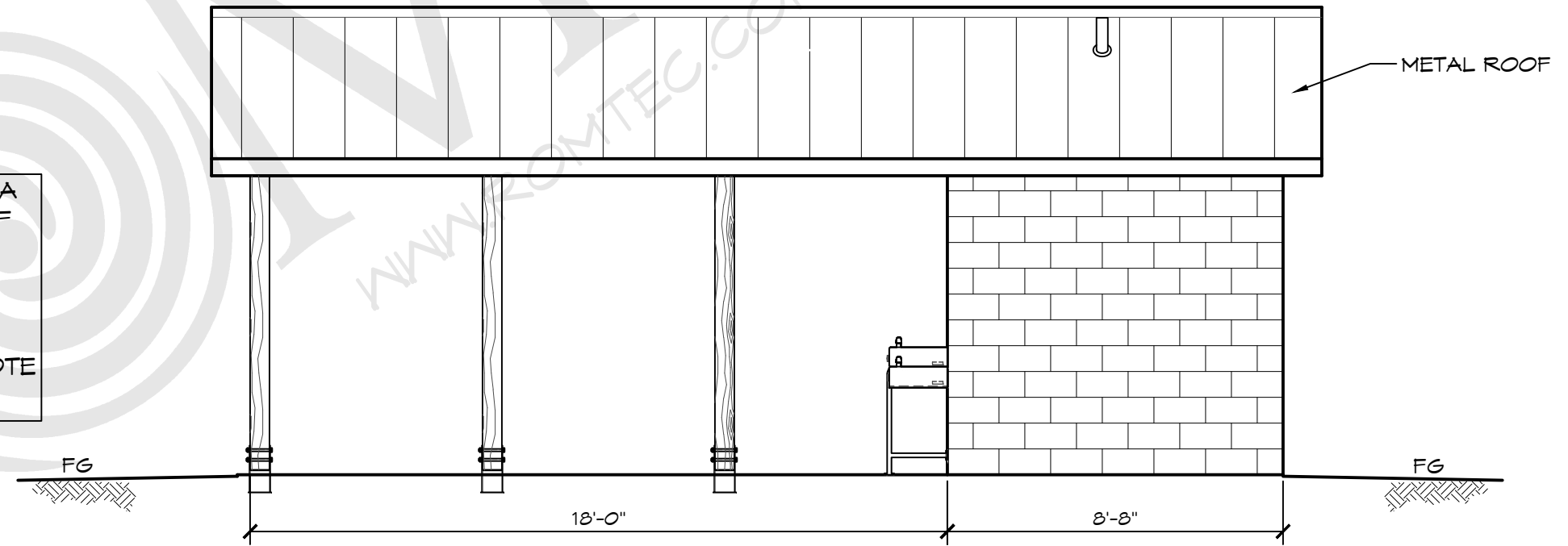
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A ELEVATION VIEW
SCALE: 1/4" = 1'-0"

C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



D ELEVATION VIEW
SCALE: 1/4" = 1'-0"



Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Richland Hills Restroom – Creek Trail Park
Location: Richland Hills, TX
Date: 4/21/2022



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the **Creek Trail Park Restroom Building** as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is 3 months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by 9/1/2022. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than 5/20/2022
 - b. Any relevant Romtec submittal document(s) approved no later than 7/5/2022
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than 8/19/2022
 - d. Romtec site delivery/mobilization to begin no later than 9/1/2022*Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.*
2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage not required
 2. Compliance with Davis Bacon Act not required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU

- a. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **tan**.
2. Exterior and interior block finish to have anti-graffiti coating.
3. Interior wall finish will be latex epoxy paint.
4. Interior floor finish will be sealed concrete.
5. Sanitary tile cove base on interior restroom walls in **White 0100 (1)**.
6. Wire weave gable vents for natural ventilation.
 - a. Vents are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*
7. Polycarbonate gable windows located on the mechanical room.
 - a. Steel frames are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*
8. Doors, frames and hardware.
 - a. Doors and frames are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Doors to have stainless steel kick plates.
 - e. Doors to include thresholds and sweeps.
 - f. Grade 2, lever locks with latch guard.
 - g. Restroom door to have magnetic locking system.
9. Roll-up utility door on mechanical room.
10. Roofing materials
 - a. Glulam beams.
 - b. 2x6 tongue and groove decking.
 - c. Deck mount, skylights.
 - d. Roofing shall be Fabral, 26-gauge, Horizon 16 standing seam roof panels.
*Note: Roofing color shall be selected by the **owner** from the manufacturer's standard color chart.*
11. Timber truss and post roof extension.
 - a. Steel components are powder coated.
*Note: Powder coat color to be selected by the **owner** from the RAL standard color chart.*

2. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Floor mount, stainless steel toilets with concealed, hydraulic flush valves.
2. Wall mount, stainless steel sinks with single push button faucets.
3. Surface mount, 18" x 36" mirrors.
4. Wall mount, stainless steel 3-roll toilet paper dispensers.
5. Wall mount, stainless steel soap dispensers.
6. Stainless steel, non-refrigerated stainless steel drinking fountains with stainless steel grab bars.
7. Mop sink with faucet located in the mechanical room.

3. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall mount, vandal resistant LED light fixtures controlled by photocell.
2. Interior lighting
 - a. Wall mount, vandal resistant LED light fixtures located in the restrooms.
 - b. Ceiling mount, 48" LED light fixture located in the mechanical room.
 - c. Restroom light controlled by motion sensor and mechanical room light controlled by wall switch.

3. Surface mount, wall heater located in the mechanical room for freeze protection only.
Note: The current building design does not include insulation. If required, it will result in a price increase and design change.
4. Thru-wall, FastAir hand dryers.
5. Main breaker panel sized for the building components.
 - a. 200 amp, single-phase, indoor.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
- ii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iv. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile (if applicable)
 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 1. Installation of drain and vent lines
 2. Installation of water lines
 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 1. Installation of plumbing fixtures
 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. **Soil Disposal**

Romtec is not disposing of any soils from the site.

3. **Surveying and Staking**

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. **Site Utilities**

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. **Electrical Transformers**

Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of the electrical junction box associated with the Romtec building(s). The junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions / Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:

1. All Permits related to construction and installation of Romtec Building
 2. Bonding (unless otherwise stated)
 3. Storm water and/or pollution prevention plans
 4. Erosion control plans
 5. Site specific safety plans
 6. Site specific protection plans
 7. Tree protection plans
 8. Site preparation per geotechnical report
 9. Backfill required for all structures
 10. Licensees except for the City Business License
 11. Special inspection services
 12. Rock excavation
 13. Demolition of existing structures
 14. Removal of excavated materials
 15. Site grading or asphalt paving
 16. Masonry pavers
 17. Booster pumps &/or pressure reducing valves
 18. Backflow check valves
 19. Fire alarm & fire suppression equipment
 20. Irrigation Equipment
 21. Gutters and downspouts
 22. Lighting equipment not attached to the building
 23. Electrical transformer(s)
 24. Electrical junction box(es)
 25. Landscaping
 26. Plumbing freeze protection
 27. Site plans
 28. Sidewalks
 29. Construction mock-ups
 30. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
 4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

1. Romtec guarantees that the building will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of the completed building kit is delayed for any reason, the materials warranty begins on the date that the building kit was ready to deliver.
2. Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for completion of installation. In this case, the 1-year warranty will begin on the installation completion date.
3. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.
4. Romtec passes along individual product manufacturers' warranties to the customer and/or end owner. Some of these individual products may include warranty terms that vary from the Romtec warranty and may be shorter or longer than the overall building package warranty. For example, metal roofing includes special warranty terms noted in the disclaimers below.

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to

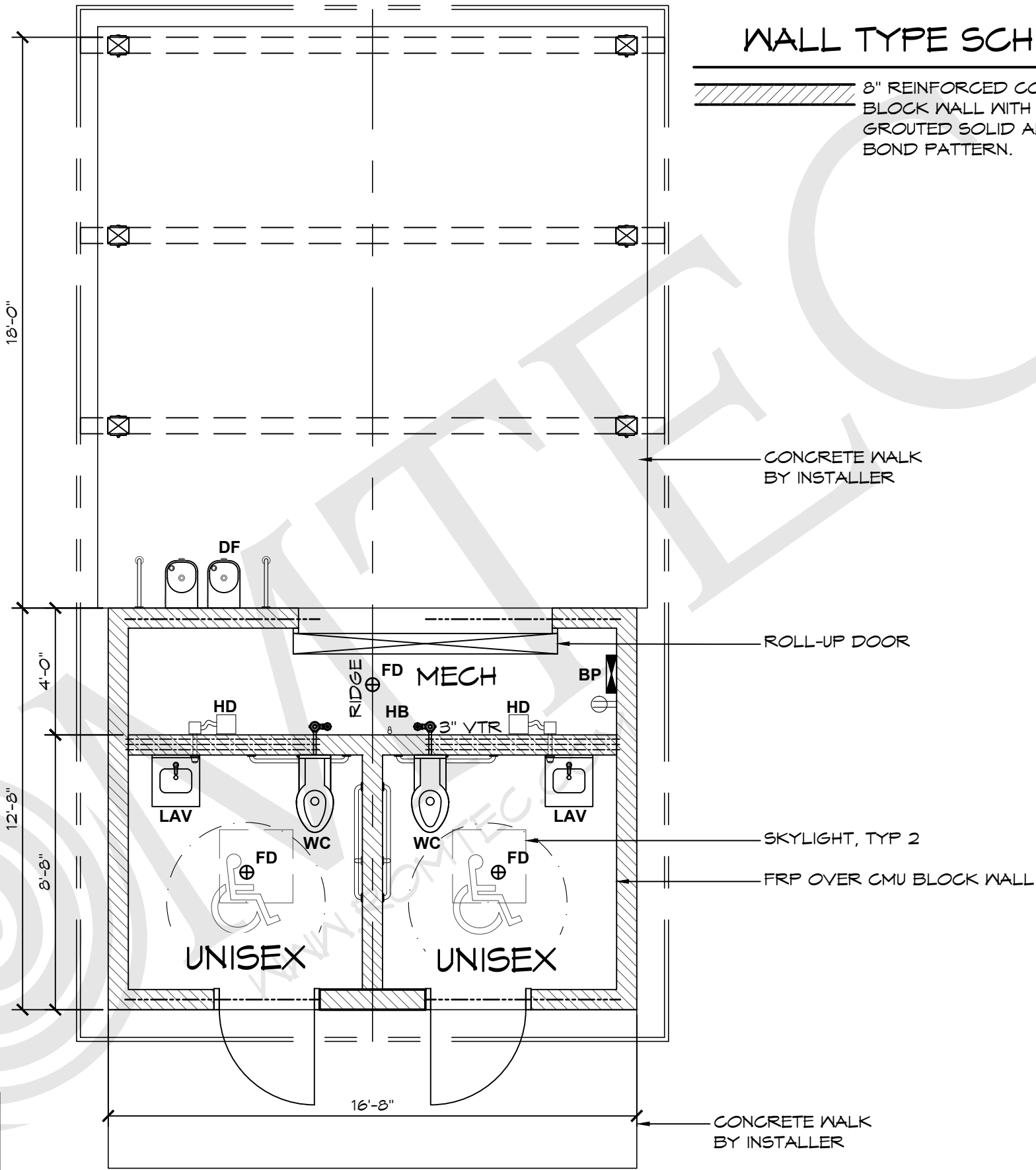
validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
-----	GABLE VENT	4
	2X8 WOOD FILLER WALL	2
	EXTERIOR WALL LIGHTS	4
	INTERIOR WALL LIGHTS	2
	INTERIOR CEILING LIGHTS	1
⊗	FLOOR DRAIN	3
TP	THREE ROLL TP DISPENSER	2
HD	FAST AIR HAND DRYER	2
SD	SOAP DISPENSER	2
HB	WALL HYDRANT	1
HB-1	WALL FAUCET	1
Φ	ELECTRICAL OUTLET	1

WALL TYPE SCHEDULE

8" REINFORCED CONCRETE MASONRY
BLOCK WALL WITH MORTAR JOINTS,
GROUTED SOLID ALL CELLS RUNNING
BOND PATTERN.



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

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PROJECT: 2022 SIERRA II COMPACT 16'-8" W/ 3'-6" STORAGE/MECH RM
CITY OF RICHLAND HILLS
RICHLAND HILLS RESTROOM
RICHLAND HILLS, TEXAS

PROJECT#: 1167
MODEL#: 2022
DATE: 08/21/2019
REVISIONS
REV. DATE BY
DRAWN BY: TH
SHEET NO. 1

SHEET TITLE: FLOOR PLAN

ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803
PRELIMINARY

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PRELIMINARY

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PROJECT: 2022 SIERRA II COMPACT 16'-8" W/ 3'-6" STORAGE/MECH RM
CITY OF RICHLAND HILLS
RICHLAND HILLS RESTROOM
RICHLAND HILLS, TEXAS
SHEET TITLE: ELEVATIONS (CMU)

PROJECT#:

1167

MODEL#:

2022

DATE:

08/21/2019

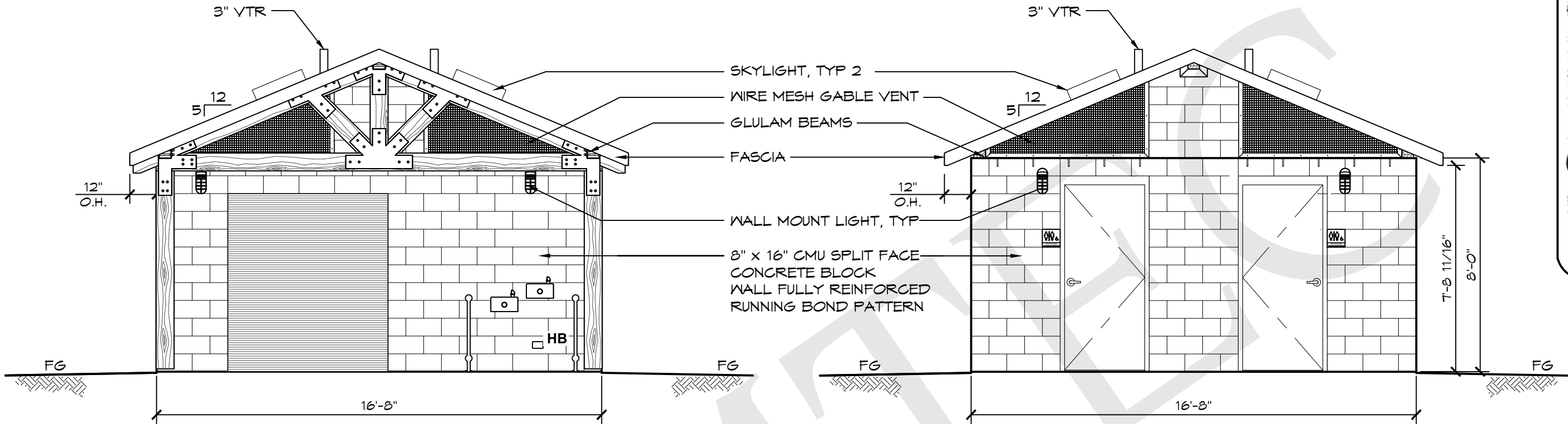
REVISIONS

REV. DATE: BY

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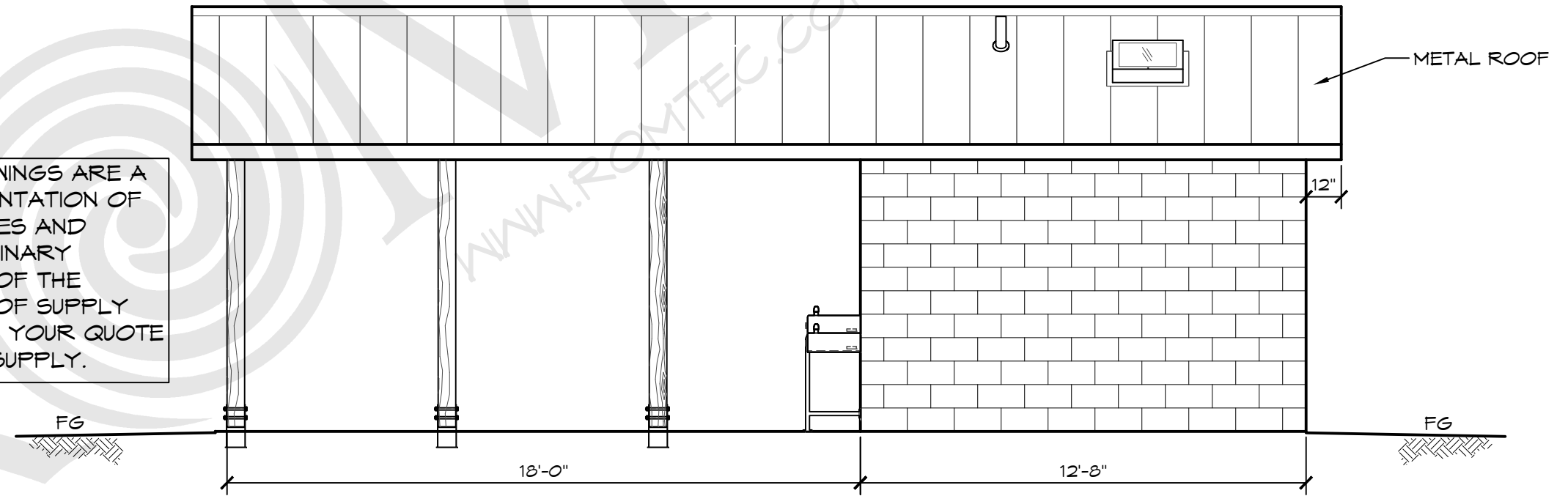
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A ELEVATION VIEW
SCALE: 1/4" = 1'-0"

C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

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D ELEVATION VIEW
SCALE: 1/4" = 1'-0"

Memorandum

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

From: Scott Mitchell, Director of Neighborhood Services

Date: May 9, 2022

Subject: Rufe Snow Drive Reconstruction Project

Agenda Item:

Consider approval of reconstruction of the 3100-3200 blocks of Rufe Snow Drive in an amount not to exceed \$550,000

Background Information:

The FY 2022 Budget includes funding for the following street reconstruction projects:

- 6900 block of Magnolia Park Drive (Mimosa Park Dr. to Scruggs Park Dr.)
- 3100-3200 blocks of Rufe Snow Drive (Baker Blvd. to Park Place Dr.)
- Engineering and design of Dover Lane (Scruggs Dr. to Vance Rd.)

Half Engineering completed design and engineering for the projects. Utilizing the unit price contracts recently approved by City Council, the projected costs to reconstruct the 3100-3200 blocks of Rufe Snow Drive are listed below:

- Relocation of underground water main from center of street to behind the curb in the right of way by Excel 4 Construction - \$101,018.50
- Reconstruction of curb, gutter, and concrete pavement by Reliable Paving - \$370,182
- Alternate quote utilizing lime stabilization if required by engineer after testing - \$56,480

The original project as proposed during the FY 2022 Budget included replacement of the current asphalt surface with asphalt (estimated project cost of \$276,260). This was also going to be a collaborative project with Tarrant County in which county crews would be reconstructing the asphalt paving.

As previously discussed with City Council, replacing the current asphalt surface with concrete would be a good alternative for this section of Rufe Snow Drive considering both the Fire Station and Public Works facility are located on this road. Concrete would create

a stronger road surface that is better able to withstand the frequent heavy truck traffic associated with both of those departments.

The cost difference between asphalt and concrete is an additional \$251,480. Since the Fire Station came under budget by roughly \$300,000 there is funding available in the Fire Station project fund that can be used towards the concrete enhancement. Staff has confirmed with the City's bond attorney that this is an allowable use of the project bond funds since it is a direct benefit to Fire Station operations.

Financial Considerations:

The total cost estimate for reconstruction of Rufe Snow Drive including lime stabilization (if required) and the use of concrete instead of asphalt is \$527,680.50 Funding for the project will come from the following funds:

Street Improvements Fund	\$276,200.50
<u>Fire Station Project Fund</u>	<u>\$251,480.00</u>
Total	\$527,680.50

Funding in the amount of \$1,950,000 was included in the adopted FY 2022 Budget for street reconstruction projects. Council approved reconstruction of the 6900 block of Magnolia Park Drive in the amount of \$818,140 on April 25, 2022 leaving \$1,131,860 remaining in the fund for FY 2022 projects.

Legal Review:

N/A

Board/Citizen Input:

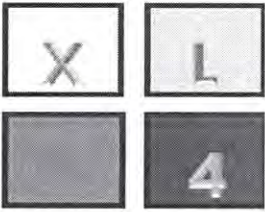
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Attachments:

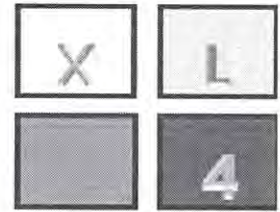
Excel 4 Construction LLC Quote
Reliable Public Works Quote

Council Action Requested:

Motion to approve reconstruction of the 3100-3200 blocks of Rufe Snow Drive in an amount not to exceed \$550,000



Excel 4 Construction LLC
PO Box 4739 * Fort Worth, TX * 76164
(817)457-3399 / (817)457-3379 fax



PROPOSAL FOR
Baker Blvd & Rufe snow
Richland Hills, Texas
4/27/2022

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	ls	1.00	Mobilization & General Site Preparartion	\$ 9,183.50	\$ 9,183.50
3	wd	15.00	Barricades, Warning and Detour Signs and Traffic Handling	\$ 400.00	\$ 6,000.00
4	sf	100.00	Sawcut & remove existing asphalt pavement	\$ 7.00	\$ 700.00
6	sf	270.00	sawcut & remove existing concrete driveway	\$ 8.00	\$ 2,160.00
10	ls	1.00	Block Sodding (100 sy)	\$ 4,500.00	\$ 4,500.00
12	ls	1.00	6" Thick Grade A, Type 1 or 2 Flex Base (11 sy)	\$ 4,500.00	\$ 4,500.00
14	ls	1.00	2" Thick HMAC Type "D" Surface Course (11 sy)	\$ 8,500.00	\$ 8,500.00
16	ls	1.00	6" Thick, 4,000 psi Portland Cement Reinforced Concrete Driveway	\$ 6,400.00	\$ 6,400.00
28	lf	325.00	Trench Safety for Water Lines	\$ 3.00	\$ 975.00
33	lf	325.00	6" AWWA C900 PVC DR-18 (Class 150) water line (open cut)	\$ 112.00	\$ 36,400.00
46	ea	1.00	6" Gate Valve	\$ 1,200.00	\$ 1,200.00
51	ea	3.00	Connect to water line (Existing or proposed up to 10")	\$ 6,000.00	\$ 18,000.00
54	ea	1.00	2" water service (short)(copper) w/ meter box	\$ 2,500.00	\$ 2,500.00

\$101,018.50

Submitted By:
Excel 4 Construction, LLC

Luis Conchas / President
Name/Title

Sign Date

Accepted By:
City of Richland Hills

Name / Title

Sign Date



PROPOSAL

6A - Rufe Snow Drive Reconstruction

Page 4 of 5

1903 N. Peyco · Arlington, Texas 76001

Phone (817) 467-0779 · FAX (817) 467-9148

Proposal Number: 81174

Proposal Date: Jan 28, 2022

Page: 1

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

City of Roichland Hills
Concrete Reconstruction
Rufe Snow
Richland Hills, TX 76118

Description	Amount
Pricing per attached Bid Proposal based on FY 2022 Streets Unit Price Contract	370,182.00
Add Alternate if Lime Stabilization is required by Engineer	56,480.00
Quantities Based on Removal of Asphalt Paving, concrete Curb & Gutter and Drive approaches Measured from North Curb Line on Park Place to TxDot ROW line at HWY 10 estimated to be in line with wooden Power Poles No Change is anticipated to Alignment or Grade	
Subtotal	426,662.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	426,662.00

I. GENERAL TERMS

Unless Reliable and the customer have expressly agreed that a lump sum fixed price is to be paid, the customer understands that the above quoted sum and quantities are estimated only. If Reliable and the customer have not agreed to such a lump sum, the customer agrees to pay Reliable based upon stated prices and actual work performed.

Payment is due immediately upon receipt of Reliable's invoice. If Reliable has agreed to the payment of progress draws, then these payments shall be made weekly based on the percentage of work completed by Reliable the previous week. If the work performed by Reliable continues for more than one month, then the customer agrees to make payments on or before the 10th day of the month, based on the work performed in the prior month. Such payments shall be based on the estimate. All payments to Reliable shall be made to 1903 N. Peyco Drive Arlington, TX 76001.

If the customer fails to remit payment by the due date, interest at the maximum rate allowed by law will accrue on the unpaid balance until the outstanding balance and interest are received by Reliable.

If Reliable is required to engage an attorney to collect amounts due hereunder, the customer shall be responsible for reasonable attorney's fees and the cost of collection.

The cost of City Permits (if applicable) are not included in the total cost and will be paid by the customer.

II. RESPONSIBILITIES

Reliable is dedicated to serving you, the customer. Accordingly, all work is to be completed in a workmanlike manner according to standard practices. However, there are certain situations for which Reliable will not be responsible.

Reliable will not be responsible for any delays in the completion of work due to labor strikes, inclement weather, acts of God, or any other events beyond the control of Reliable. Reliable is not responsible for the consequences of soil expansion or subsidence. Informing Reliable of any conditions which might affect the work and Reliable shall not be liable for the consequences of undisclosed and/or unknown conditions.

The customer is responsible for the provision and maintenance of any necessary insurance.

The customer shall be responsible for locating, clearly identifying, and marking all buried utility lines and structures prior to Reliable beginning work. If the customer does clearly mark and identify all utility lines and structures, and Reliable damages any utility line or structure not clearly marked by the customer, Reliable shall be responsible for the cost of repair. Through the acceptance of this proposal, the customer agrees to indemnify and to hold Reliable harmless for all claims, including reasonable attorney's fees incurred, damages to any utility line or structure not clearly marked by the customer. Please note that the State of Texas provides free line location services. This is available by calling 1-877-778-8111 or visiting www.texas811.org or <http://www.texas811.com> at least 72 hours prior to any excavation.

Waiver of Consumer Rights: By executing this contract, the customer agrees to waive his or her rights under the Deceptive Trade Practices/Consumer Protection Act, Section 4.04 et seq., of the Texas Business & Commerce Code.

III. COMPLETE AGREEMENT

Upon acceptance of this contract, Reliable and the customer agree and understand that this contract represents the full and complete agreement between the parties, including all terms and conditions set forth herein, and that no oral agreement supplements this contract in any way.

ACCEPTED, and made a part of this agreement, on this date, the _____ day of _____, 20____.

Reliable Public Works, LLC

Steven Lancaster, agent

Note: This proposal may be withdrawn by us if not accepted within 15 days.

BID PROPOSAL

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
10	Mobilization \$100001 - \$500000 Task	1.000	LS	28,200.00	28,200.00
20	Construction Staking \$100001 - \$500000 Task	1.000	LS	7,200.00	7,200.00
30	Barricades and Warning devices	60.000	WD	150.00	9,000.00
40	Unclassified Excavation	500.000	CY	25.00	12,500.00
50	Sawcut & Remove Exist Driveways	2,260.000	SF	6.00	13,560.00
60	Remove Existing Curb & Gutter	1,324.000	LF	9.00	11,916.00
70	Block Sodding	300.000	SY	12.00	3,600.00
80	6" 4000 Psi concrete Street Paving	3,360.000	SY	74.00	248,640.00
90	6" 4000 Psi concrete Drive Approaches	251.000	SY	74.00	18,574.00
100	6" 4000 Psi concrete Valley Gutter	72.000	SY	86.00	6,192.00
110	Adjust Valve Stacks to Grade	5.000	EA	480.00	2,400.00
120	Adjust Sewer manholes to Grade	5.000	EA	1,320.00	6,600.00
130	Inlet Protection	5.000	EA	360.00	1,800.00
	Sub-Total Roadworks				\$370,182.00
150	6" Lime stabilization of Subgrade	3,760.000	SY	10.50	39,480.00
160	Lime Slurry applied at 36# / SY	68.000	TON	250.00	17,000.00
	Alternate Add				\$56,480.00
	Bid Total				\$426,662.00