

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 10, 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 – 6:00 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein. **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 American Rescue Plan Funding Proposal
3. Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Mary Louise Nicholson – Tarrant County Clerk
- B. 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 December 13, 2021 City Council Regular Meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1439-21 a zoning change on the property described as Popplewell, S Survey Abstract 1241 Tract 1E, Tarrant County, Texas otherwise known as 7100 Baker Boulevard, Richland Hills, Texas 76118 and Greenfield Subdivision-RchInd Lots 4, 5, 6 and 7, Tarrant County, Texas otherwise known as 3209 Ash Park Drive, Richland Hills, Texas 76118 from Mixed Use (MX) to Planned Development No. 2021-0639 with MF-2 multiple family residential medium density uses and with certain modifications to the Code of Ordinances **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Resolution 548-22 calling the May 7, 2022 General Election for Mayor and Council Member, Place 2 and Place 4

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

- A. Consider Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118
- B. Consider award of bid for street, curb and gutter repair unit price contract to Reliable Paving, Inc.

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

A. None

8. COMMUNITY INTEREST ITEMS

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

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

9. EXECUTIVE SESSION

Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein. **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 6th day of January 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.

EXECUTIVE SESSION

Section 551.071: Consultation with Attorney

The City Council may conduct a private consultation with its attorney when the City Council seeks the advice of its attorney concerning any item on this agenda, about pending and contemplated litigation, or a settlement offer, or on a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.

Section 551.072: Deliberation regarding real property

The City Council may conduct a closed meeting to deliberate the purchase, exchange, lease or value of real property.

Section 551.073: Deliberation regarding Prospective Gift or Donation

The City Council may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the City.

Section 551.074: Deliberation regarding Personnel Matters

The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public officers, including the City Manager, City Secretary, City Attorney, Municipal Judge, and non-advisory city boards and commission members. A complete list of the city boards and commissions and the membership of those boards and commissions is on file in the City Secretary's Office.

Section 551.076: Deliberation regarding Security Devices

The City Council may deliberate the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.087: Deliberation regarding Economic Development Negotiations

The City Council may discuss or deliberate regarding commercial or financial information received from a business prospect that the city seeks to have locate, stay or expand in or near the city and which the City is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect; particularly, discussion with economic development specialist regarding potential economic incentive agreement for development of real property.

Section 418.183(f): Texas Disaster Act

The City Council may deliberate information: (1) for purposes of preventing, investigating, or responding to an act of terrorism or related criminal activity and involving emergency response providers, their staffing, contact information and tactical plans; (2) that relates to the risk or vulnerability of persons or property, including infrastructure, to an act of terrorism; (3) that relates to the assembly of an explosive weapon, the location of a material that may be used in a chemical, biological or radioactive weapon, or unpublished information pertaining to vaccines or devices to detect biological agents or toxins; (4) that relates to details of the encryption codes or security keys for a public communication system; (5) that relates to a terrorism-related report to an agency of the United States; (6) that relates to technical details of particular vulnerabilities of critical infrastructure to an act of terrorism; (7) that relates to information regarding security measures or security systems intended to protect public and private property from an act of terrorism; or (8) any other topic subject to discussion in closed session pursuant to the Texas Disaster Act.

Section 418.106(d) & (e): Local Meetings to Discuss Emergency Management Plans regarding Pipeline Safety

The City Council may discuss emergency management plans providing for disaster mitigation, preparedness, response and recovery in executive session when those plans contain sensitive information relating to critical infrastructure or facilities, and the safety or security of the infrastructures or facilities could be jeopardized by disclosure of the emergency management plan.

Memorandum

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

From: Candice Edmondson, City Manager

Date: January 10, 2022

Subject: American Rescue Plan Funding Proposal

Agenda Item:

Discuss American Rescue Plan Funding Proposal

Background Information:

As discussed during the September 13, 2021 City Council Work Session, Richland Hills is set to receive \$1,970,642 in fiscal recovery funds as provided in the American Rescue Plan Act of 2021. The funds are intended to help the City combat the COVID-19 pandemic, including ongoing public health and economic impacts. The City received its first payment in the amount of \$985,321 on August 23, 2021, with a second payment set to occur a year later.

As a reminder, the Act allows local government entities to use the funds for the following eligible purposes:

- To respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- For the provision of government services to the extent of the reduction of revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or tribal government prior to the emergency; or

- To make necessary investments in water, sewer, or broadband infrastructure.

Staff has finalized the list of proposed projects, including cost estimates, and is ready to present the proposal to City Council for consideration. Based on Council feedback, staff will prepare a resolution authorizing expenditure of Richland Hill's American Rescue Plan funds for Council approval at the January 24, 2021 meeting.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Discussion Item Only

Memorandum

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

From: Candice Edmonson, City Manager

Date: January 10, 2022

Subject: Presentation of the 2020 Coronavirus Pandemic Book by Tarrant County Clerk Mary Louise Nicholson

Agenda Item:

Presentation of the 2020 Coronavirus Pandemic Book by Tarrant County Clerk Mary Louise Nicholson

Background Information:

Tarrant County Clerk Mary Louise Nicholson will present a book to the City of Richland Hills which serves as a historical record detailing how the Coronavirus Pandemic affected Tarrant County during 2020. Local elected officials, historians, and photographers contributed to the locally printed hardbound book.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Tarrant County Pandemic Book Presentation

Council Action Requested:

N/A

Memorandum

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

From: Lindsay Wells, City Secretary

Date: January 10, 2022

Subject: Minutes from the December 13, 2021 Regular City Council Meeting

Agenda Item:

Approval of minutes from the December 13, 2021 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

December 13, 2021 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the December 13, 2021 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
DECEMBER 13, 2021
DRAFT 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

Staff present

Candice Edmondson, City Manager
Cathy Bourg, City Secretary
James Donovan, City Attorney

CITY COUNCIL WORK SESSION – 6:00 PM

- 1. Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein. **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. Recognize Fire Department Coloring Contest Winners

The Fire Department held a coloring contest as part of its grand opening activities for the new fire station. Fire Chief Russell Shelley presented a certificate and a gift card to Sofia Fuentes and Isabelle Gunter. The following is a list of all contest winners:

3-5 years: Sofia Fuentes, Age 5, International Leadership of Texas - NRH

6-8 years: Lyla Stow, Age 6, Lamar Elementary School – Mineral Wells

11-12 years: Isabelle Gunter, Age 11, Alice Carlson Applied Learning Center – Ft. Worth

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

7A. Street Improvement Projects Update (Presented prior to item 2)

Scott Mitchell, Director of Neighborhood Services presented a Street Improvement Project Update and answered questions from City Council.

7B. October Department Reports

The following October Department Reports were presented:

- Fire Department – Russell Shelley, Fire Chief
- Code Enforcement – Scott Mitchell, Director of Neighborhood Services
- Police Department – Kim Sylvester, Police Chief
- Animal Services – Kim Sylvester, Police Chief
- Parks and Recreation - Jason Brown, Director of Parks and Recreation

7C. November Department Reports

The following November Department Reports were presented:

- Police Department – Kim Sylvester, Police Chief
- Animal Services – Kim Sylvester, Police Chief
- Parks and Recreation - Jason Brown, Director of Parks and Recreation

5C. Consider contract renewal with Yellowstone Landscaping, LLC for citywide landscape services

Jason Brown, Director of Parks and Recreation presented the contract renewal with Yellowstone Landscaping, LLC for citywide landscape services.

In April 2019, the City of Richland Hills sent out a Request for Proposals (RFP) for citywide landscape services. Three companies responded to the RFP and Yellowstone Landscaping, LLC was awarded the contract based on overall best value.

The contract terms were twelve (12) months with the option to extend the contract for up to four (4) additional years in one (1) year intervals. City Council approved the first renewal in December 2020. Staff has been pleased with Yellowstone's performance this year and recommends renewal of the contract for another year. If approved by City Council, this would be the second renewal of the four (4) additional one (1) year options.

The original contract did include a 3% increase for the second additional year. That increase was included in additional landscape maintenance costs approved by City Council in the FY 2022 Budget.

During the FY 2022 Budget process, City Council approved an additional \$34,000 in contract landscape maintenance to cover the 3% escalation and additional mowing services currently being provided by the Public Works Department. The Council also approved an additional \$16,000 for maintenance of the City's new

hike/bike trail. The additional landscape maintenance funding increases the overall contract value with Yellowstone Landscaping, LLC to \$191,597.

Mayor Lopez called for a break at 6:45 p.m.

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

Pledges of Allegiance

Invocation – Councilmember Douglas Knowlton

Motion: Motion was made by Councilmember Estep and seconded by Councilmember Knowlton to move item 3D up in the agenda.

Motion carried by a vote of 5-0.

3D. Consider Resolution 547-21 regarding the City of Richland Hills participation in Tarrant County's Community Development Block Grant program in response to the COVID-19 pandemic PUBLIC HEARING

Kim Sylvester, Police Chief presented Resolution 547-21 regarding the City of Richland Hills participation in Tarrant County's Community Development Block Grant program in response to the COVID-19 pandemic.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) made \$5 billion available in supplemental Community Development Block Grant funding to prevent, prepare for, and respond to COVID-19 (CDBG-CV).

Tarrant County has recently announced the availability of supplemental funds for public facilities and infrastructure projects (minimum \$75K to maximum \$250K) and for public service projects (minimum \$50K to maximum \$400K) that serve low to moderate-income residents for the purposes of preventing, preparing for, and/or responding to COVID-19.

Staff recommends a project proposal under this program that will provide broadband infrastructure for greater internet access to Richland Hills' residents and visitors in the qualifying HUD areas: Rosebud Park, Creek Trail Park and the City Hall Plaza area including surrounding City facilities, as well as incorporating security camera coverage in these same areas to enhance crime awareness and/or prevention. These projects are within the examples of eligible projects provided from Tarrant County, and if approved, will enhance the quality of life for residents in Richland Hills by providing readily available internet accessibility as well as increasing security awareness enhancements for public safety.

Upon completion of the public hearing, staff requests Council approve a resolution for participation in the Tarrant County CDBG-CV program. If approved, staff will move forward with the application and proposal as outlined.

Total costs for the project proposal are estimated to be \$209,035 (\$171,326 for broadband infrastructure and \$37,709 for security cameras). The CDBG-CV grant funding maximum is \$250,000. Any costs not covered by the CDBG-CV program could be paid for with the City's disbursement of American Rescue Plan funds or included in the proposed FY 2023 Budget.

Mayor Lopez opened the Public Hearing: Time: 7:08 p.m.

None

Mayor Lopez closed the Public Hearing: Time: 7:08 p.m.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Estep to approve Resolution 547-21 regarding the City of Richland Hills participation in Tarrant County's Community Development Block Grant program in response to the COVID-19 pandemic.

Motion carried by a vote of 5-0.

PRESENTATIONS

1A. Business Spotlight: Bridal Gallery

Angela Campbell Zier introduced her business, Bridal Gallery located at 7255 Glenview Drive and has been in business for over 50 years.

1B. Fire Department Badge Pinning

Firefighter Michael Stephens received his pin and took the Oath of Office for his promotion to Fire Engineer.

Engineer John Daniel received his pin and took the Oath of Office for his promotion to Fire Captain.

1C. Recognition of outgoing City Secretary

Mayor Lopez and the Richland Hills City Council recognized the service of City Secretary Cathy Bourg who is retiring from the City of Richland Hills at the end of the month.

1D. Citizen Appearances/Public Comments

Citizen comments emailed to Cathy Bourg (cbourg@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.

Stacy Reddy, 7012 Hardisty St. read a letter from Warner Nicholson regarding an animal bite incident on Crites St. resulting in his injuries as well as the death of his dog Opi. Ms. Reddy provided a copy of the letter from Mr. Nicholson as well as a letter from a neighbor who witnessed the incident.

Jason Butz, 2712 Willow Park spoke regarding concerns with his name showing up in various text and email discussions since being in the position of Precinct Chair for 3164.

CONSENT AGENDA

2A. Approve minutes from the November 8, 2021 City Council Regular Meeting

2B. Approve Ordinance 1442-21 reappointing J. Stewart Bass as Municipal Court Judge and Lorraine Irby and Wendy Cooper as Associate Municipal Court Judges for two-year terms to expire December 31, 2023

2C. Approve extension of Bank Depository Contract with JPMorgan Chase Bank, N.A. for a ninety (90) day period

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to approve the consent agenda.

Motion carried by a vote of 5-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3A. Consider Ordinance 1441-21 a zoning change request from MF-1 Two-Family (Duplex) Residential to Planned Development for the properties described as lot 5, Block 3, McCoy Addition to Richland Hills, Tarrant County, Texas otherwise known as 3800 Cagle Drive, Richland Hills, Texas 76118 and 3802 Cagle Drive, Richland Hills, Texas 76118 PUBLIC HEARING

Logan Thatcher, Assistant to the City Manager presented a zoning change request from MF-1 Two-Family (Duplex) Residential to Planned Development for the properties described as lot 5, Block 3, McCoy Addition to Richland Hills, Tarrant County, Texas otherwise known as 3800 Cagle Drive, Richland Hills, Texas 76118 and 3802 Cagle Drive, Richland Hills, Texas 76118.

The applicants for this zoning change are Louisa Magee and Gemma Parrish. Louisa Magee owns 3802 Cagle Drive while Gemma Parrish owns 3800 Cagle Drive. They are requesting a zoning change from MF-1 Two-Family (Duplex) Residential through a planned development to retain MF-1 Two-Family (Duplex) residential use. Louisa Magee would like to sell her property; however, the duplex is currently platted as one lot attached to Gemma Parrish's property. In order to sell the property, she does need to separate her side of the property that she owns.

Lot 5R1 (3802 Cagle Dr.) also does not meet the accessory structure setback of 5 feet from the property line. They are proposing an accessory structure setback of 4.7 feet. Because both accessory structures back up to each other both properties are proposing a zero-lot line setback for their accessory structures. This is the process the applicant can go through in order to get the property conforming to meet the zoning code that will allow them to replat.

Mayor Lopez opened the Public Hearing: Time: 7:52 p.m.

Applicant, Louisa Magee spoke regarding the zoning change request.

Mayor Lopez closed the Public Hearing: Time: 7:55 p.m.

Motion: Motion was made by Councilmember Estep and seconded by Councilmember Bergthold to approve Ordinance 1441-21 a zoning change request from MF-1 Two-Family (Duplex) Residential to Planned Development for the properties described as lot 5, Block 3, McCoy Addition to Richland Hills, Tarrant County, Texas otherwise known as 3800 Cagle Drive, Richland Hills, Texas 76118 and 3802 Cagle Drive, Richland Hills, Texas 76118.

Motion carried by a vote of 4-1. Councilmember Knowlton against.

3B. Consider a replat for the property described as Lot 5, Block 3, McCoy Addition to Richland Hills, Tarrant County, Texas otherwise known as 3800 Cagle Drive, Richland Hills, Texas 76118 and 3802 Cagle Drive, Richland Hills, Texas 76118 PUBLIC HEARING

Logan Thatcher, Assistant to the City Manager presented a replat for the property described as Lot 5, Block 3, McCoy Addition to Richland Hills, Tarrant County, Texas otherwise known as 3800 Cagle Drive, Richland Hills, Texas 76118 and 3802 Cagle Drive, Richland Hills, Texas 76118.

Mayor Lopez opened the Public Hearing: Time: 7:57 p.m.

None

Mayor Lopez closed the Public Hearing: Time: 7:57 p.m.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Estep to approve a replat for the property described as Lot 5, Block 3, McCoy Addition to Richland Hills, Tarrant County, Texas otherwise known as 3800 Cagle Drive, Richland Hills, Texas 76118 and 3802 Cagle Drive, Richland Hills, Texas 76118.

Motion carried by a vote of 4-1. Councilmember Knowlton against.

- 3C. Consider Ordinance 1439-21 a zoning change on the property described as Popplewell, S Survey Abstract 1241 Tract 1E, Tarrant County, Texas otherwise known as 7100 Baker Boulevard, Richland Hills, Texas 76118 and Greenfield Subdivision-Rchlnl Lots 4, 5, 6 and 7, Tarrant County, Texas otherwise known as 3209 Ash Park Drive, Richland Hills, Texas 76118 from Mixed Use (MX) to Planned Development No. 2021-0639 with MF-2 multiple family residential medium density uses and with certain modifications to the Code of Ordinances PUBLIC HEARING (Developer has requested to table item until January 10, 2022)**

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to table item to the January 10, 2022 City Council meeting.

Motion carried by a vote of 5-0.

Candice Edmondson, City Manager answered questions from Council regarding the development.

Logan Thatcher, Assistant to the City Manager provided an update on the development.

- 3D. Consider Resolution 547-21 regarding the City of Richland Hills participation in Tarrant County's Community Development Block Grant program in response to the COVID-19 pandemic PUBLIC HEARING**

Item was moved up in the agenda following the Invocation.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- 4A. Consider Resolution 546-21 authorizing the casting of the City of Richland Hills' allocated votes for appointment on the Tarrant Appraisal District Board of Directors**

Mayor Lopez presented information regarding authorizing the casting of the City of Richland Hills' allocated votes for appointment on the Tarrant Appraisal District Board of Directors.

Mayor and Council discussed the following nominees: Jungus Jordan, Joseph Ralph Martinez and Rich DeOtte.

Motion: Motion was made by Councilmember Morse to cast all 5 of the City of Richland Hills' allocated votes to Mr. Jungus Jordan for appointment on the Tarrant Appraisal District Board of Directors.

Motion died for lack of a second.

Motion: Motion was made by Councilmember Alvarez and seconded by Councilmember Bergthold to cast all 5 of the City of Richland Hills' allocated

votes to Mr. Joseph Ralph (J.R.) Martinez for appointment on the Tarrant Appraisal District Board of Directors.

Motion carried by a vote of 4-1. Councilmember Morse against.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to reconsider the previous motion to cast all 5 of the City of Richland Hills' allocated votes to Mr. Joseph Ralph (J.R.) Martinez for appointment on the Tarrant Appraisal District Board of Directors.

Motion carried by a vote of 3-2. Councilmember Alvarez and Councilmember Estep against.

Motion: Motion was made by Councilmember Alvarez and seconded by Councilmember Estep to cast all 5 of the City of Richland Hills' allocated votes to Mr. Joseph Ralph (J.R.) Martinez for appointment on the Tarrant Appraisal District Board of Directors.

Motion failed by a vote of 2-3. Councilmember Knowlton, Councilmember Morse and Councilmember Bergthold against.

Motion: Motion was made by Councilmember Bergthold and seconded by Councilmember Knowlton to cast all 5 of the City of Richland Hills' allocated votes to Mr. Rich DeOtte for appointment on the Tarrant Appraisal District Board of Directors.

Motion carried by a vote of 3-2. Councilmember Alvarez and Councilmember Estep against.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Bergthold to approve Resolution 546-21 authorizing the casting of the City of Richland Hills' allocated votes for appointment on the Tarrant Appraisal District Board of Directors.

Motion carried by a vote of 3-2. Councilmember Alvarez and Councilmember Estep against.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Consider appointment of City Secretary

Candice Edmondson, City Manager presented information regarding the appointment of the new City Secretary. Current City Secretary Cathy Bourg will be retiring at the end of the month. In October, the City began the recruitment process for a new City Secretary. After reviewing applications from qualified candidates and conducting interviews, the City Council extended a conditional offer to Lindsay Wells. Ms. Wells accepted the conditional offer and will be appointed as City Secretary following formal approval by City Council.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Morse to appoint Lindsay Wells as City Secretary for the City of Richland Hills effective January 3, 2022.

Motion carried by a vote of 5-0.

5B. Consider Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118 (Developer has requested to table item until January 10, 2022)

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Estep to table item to the January 10, 2022 City Council meeting.

Motion carried by a vote of 5-0.

5C. Consider contract renewal with Yellowstone Landscaping, LLC for citywide landscape services

Item was discussed during Work Session under item #3.

Motion: Motion was made by Councilmember Morse and seconded by Councilmember Bergthold to approve contract renewal for a second additional year with Yellowstone Landscaping, LLC for citywide landscape services in the amount of \$191,597.

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 Work Session.

7B. October Department Reports

Item was discussed during Work Session under item #3.

7C. November Department Reports

Item was discussed during Work Session under item #3.

COMMUNITY INTEREST ITEMS

- The Link Membership Sale – December 15th – January 15th; The Link
 - Senior Lunch Bunch – Indoor Seating & To Go Orders - Thursday, January 13th; 12 noon – 1 PM; The Link
 - Tarrant County Food Pantry - Thursday, January 13th; 5:30 PM – 7PM; The Link Parking Lot
 - Richland Hills Literary Society Book Club – Thursday, December 16th, 6:30 PM.; Carol Bergthold's House
 - Evening Storytime – Thursday, December 16th, 6:30 – 7 PM; Children's Area Inside Library
8. **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

9. **A motion was made by Councilmember Bergthold and seconded by Councilmember Alvarez 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 8:31 p.m.

ATTEST

APPROVED

Lindsay Wells, City Secretary

Edward Lopez, Mayor

Memorandum

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

From: Logan Thatcher, Assistant to the City Manager

Date: January 10, 2022

Subject: PUD 2021-0639 Baker Landing Development

Agenda Item:

Consider Ordinance 1439-21 a zoning change on the property described as Popplewell, S Survey Abstract 1241 Tract 1E, Tarrant County, Texas otherwise known as 7100 Baker Boulevard, Richland Hills, Texas 76118 and Greenfield Subdivision-RchInd Lots 4, 5, 6 and 7, Tarrant County, Texas otherwise known as 3209 Ash Park Drive, Richland Hills, Texas 76118 from Mixed Use (MX) to Planned Development No. 2021-0639 with MF-2 multiple family residential medium density uses and with certain modifications to the Code of Ordinances **PUBLIC HEARING**

Background Information:

The Skorburg Company applied for a zoning change on the property known as 7100 Baker Boulevard and 3209 Ash Park Drive from Mixed Use to Planned Development with a base zoning district of MF-2 Multiple Family Residential Medium Density. The developer is proposing to build an 80-unit multi-family townhome community on the site. The proposed name of the development is Baker Landing.

The Skorburg Company has submitted the required Development Standards narrative and Concept Plan for the development. The Development Standards provides information on how the development will compare to the City's current regulations for MF-2 Multiple Family Residential Medium Density districts. Of note, the development proposes reducing lot dimensions and setbacks (as shown in the table below) and includes units with garages facing onto Ash Park Drive which is not permitted by City Ordinance.

The City's Development Review Committee has reviewed the Baker Landing proposal on several occasions. Besides variances in the lot dimensions and setbacks and the request to have units with garages along Ash Park Drive, the proposed development, as presented, meets City codes and regulations.

Standard	MF-2 Current Requirement	Planned Development Standard
Height	3 stories maximum, but not to exceed 45'	40 feet; 2 stories
Front Yard (minimum)	25 feet	20 feet
Side Yard – Interior (minimum)	8 feet	5 feet
Side Yard – Street (minimum)	15 feet	5 feet
Rear Yard (minimum)	25 feet	5 feet
Building Size (minimum)	One-Bedroom 600 SF Two-Bedroom 900 SF Three-Bedroom 1,200 SF	1,200 SF
Lot Width (minimum)	75 feet	24 feet*
Building Width (minimum)	Not Specified	70 feet
Lot Depth (minimum)	120 feet	80 feet
Lot Size (minimum)	1-3 dwelling units 9,000 SF Each additional dwelling unit 1500 SF	5,600 SF
Lot Coverage	50% Maximum	N/A
Density	Up to 16 units per gross acre	Up to 10 units per gross acre

*Lots shall be platted as individual single-family lots.

Below is information from the City's 2014 Comprehensive Plan which may provide some guidance as City Council considers this request:

Since the proposed project is a Planned Unit Development, and not a development by right, the Comprehensive Plan becomes an important part of evaluating whether this proposal fits with the City's long-term vision. Development proposals that are inconsistent with the Future Land Use Plan (or that do not meet its general intent) should be reviewed and evaluated based on the following questions:

- *Will the proposed change enhance the site and the surrounding area?*
- *Is the necessary infrastructure already in place?*
- *Is the proposed change a better use than that recommended by the Future Land Use Plan?*
- *Will the proposed use impact adjacent residential areas in a negative manner? Or, will the proposed use be compatible with, and/or enhance, adjacent residential areas?*
- *Are uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of*

compatibility?

- *Does the proposed use present a significant benefit to the public health, safety and welfare of the community? Would it contribute to the City's long-term economic wellbeing?*

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

Financial Considerations:

The Developer has requested City participation for the project in the amount of \$400,000. The Developer is seeking \$275,000 in reimbursements for public sewer and water improvements and \$125,000 in reimbursements for permit fees. The proposed request will be considered by the Tax Increment Reinvestment Zone (TIRZ) Board and City Council on January 10, 2022.

Legal Review:

The City Attorney has reviewed the planned development ordinance.

Board/Citizen Input:

The Planning and Zoning Commission considered the zoning change request at a public hearing on September 28, 2021 and recommended approval 3-0. Since that time, the developer has prepared a modified plan that decreases the density from 80 units to 69 (11.4 units per acre to 10 units per acre), increases the minimum lot width from 20 feet to 24 feet, decreases the minimum building width from 75 feet to 70 feet and decreases the minimum lot size from 6,000 SF to 5,600 SF. These changes are considered minor modifications per the City's zoning ordinance, and do not require another review by the Planning and Zoning Commission prior to City Council consideration.

The Council Development Review Committee reviewed the proposed development standards and concept plans at meetings on October 20, 2021 and January 6, 2022.

Attachments:

Baker Landing Application
Baker Landing Development Standards
Baker Landing Concept Plan

Baker Landing Landscape Plan
Baker Landing Concept Photo
Property Photo
Multiple-Family Development Regulations
Ordinance 1439-21

Council Action Requested:

Motion to approve Ordinance 1439-21 a zoning change on the property described as Popplewell, S Survey Abstract 1241 Tract 1E, Tarrant County, Texas otherwise known as 7100 Baker Boulevard, Richland Hills, Texas 76118 and Greenfield Subdivision-RchInd Lots 4, 5, 6 and 7, Tarrant County, Texas otherwise known as 3209 Ash Park Drive, Richland Hills, Texas 76118 from Mixed Use (MX) to Planned Development No. 2021-0639 with MF-2 multiple family residential medium density uses and with certain modifications to the Code of Ordinances



City of Richland Hills Zoning Application

Application Type

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

Applicant Information

Applicant's Name: Adam Shiffer

Business Name: Skorburg Company

Phone: (214) 888-8845

Email Ashiffer@skoburgcompany.com

Property Information

Property Address 7100 Baker Blvd

Square Feet 7.044 Acres

Building Owner Lynn Llewellyn Farley and John Carter Llewellyn

Deed Date 4/30/2021

Company Llewellyn Realty

Phone (817) 737-3103

Owner Address 3535 W. 7th St, Fort Worth TX, 76107

Owner's Phone # (817) 737-3103

Owner's Email JCL@LRET.X.com

Previous Occupant Llewellyn Realty, LP, PRD Ash Park, LLC

Current Zoning MX - Mixed Use

Zoning Request

Please describe the nature of your request

PD request for 83 high quality townhomes that will make a beautiful and enduring community that upholds and enhances the quality of the surrounding environment.

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: *Adam Shiffer*

Date: 8/9/2021

Public Hearing Information	
Planning & Zoning Hearing Date _____	City Council Hearing Date _____
This Zoning Case has been:	
☐ Approved ☐ Denied ☐ Approved with amendments	Ordinance # <u>20210639</u> ← Permit
Notes _____ _____ _____	
Processed By <u>VRangel</u>	

receipt # 325012 check

Baker Landing Development Standards

Neighborhood Design

The Baker Landing proposed development is a sustainable neighborhood with the intent to promote: (1) the natural features of the current landscape, (2) sidewalks and open space throughout the neighborhood, and (3) high quality housing product that will make a beautiful and enduring community that upholds and enhances the quality of the surrounding environment. The housing product offered in Baker Landing is in high demand and very desirable for growing suburban areas. The property is currently vacant land that is zoned for mixed use. We are requesting the subject property be rezoned to a Planned Development that will incorporate a mix of 3-unit, 4-unit, and 5-unit front-entry townhome buildings with a minimum building size of 1,200 SF.

In this vicinity, there is a deficiency of smaller high-quality homes, which allow for less yard maintenance and right-sized homes for aging “baby boomers” who want to stay in Richland Hills as well as young professionals who are drawn toward a more suburban lifestyle with convenient access to an elementary school, Interstate 820, and Highway 121. The requested rezoning is compatible in scale with uses on other properties in the vicinity. There is existing single-family development to the south, multifamily along the eastern border and northwest corner of the site as well as light commercial uses directly north and further northwest. The site is bordered by public uses to the southwest in close proximity to Windmill Park and the former Richland Elementary school site owned by Birdville ISD. The proposed rezoning creates a logical, high quality transitional zoning with product variety between detached single family lots to the south, the multifamily use to the east and the light commercial uses along Baker Blvd.



Proposed Development Standards

This Residential Planned Development (R-PD) District shall adhere to all the conditions of the Richland Hills Code of Ordinances, as amended, and adopt a base district of MF-2 Multiple Family Residential Medium Density. The following regulations shall be specific to this R-PD District.

- A. *Permitted Land Uses.* Uses in this R-PD shall be limited to those permitted in the MF-2 Multiple Family Residential Medium Density, as amended, and subject to the following regulations as shown on the PD Concept Design Map.
- B. *Site Development Standards.* Development of the property shall comply with the development standards of the MF-2 zoning district and the standards described below.
 1. Lot dimensions and setbacks shall be as follows

Standard	MF-2 Current Requirement	Planned Development Standard
Height	3 stories maximum, but not to exceed 45'	40 feet; 2 stories
Front Yard (minimum)	25 feet	20 feet
Side Yard – Interior (minimum)	8 feet	5 feet
Side Yard – Street (minimum)	15 feet	5 feet
Rear Yard (minimum)	25 feet	5 feet
Building Size (minimum)	One-Bedroom 600 SF Two-Bedroom 900 SF Three-Bedroom 1,200 SF	1,200 SF
Lot Width (minimum)	75 feet	24 feet*
Building Width (minimum)	Not Specified	70 feet
Lot Depth (minimum)	120 feet	80 feet
Lot Size (minimum)	1-3 dwelling units 9,000 SF Each additional dwelling unit 1500 SF	5,600 SF
Lot Coverage	50% Maximum	N/A
Density	Up to 16 units per gross acre	Up to 10 units per gross acre

*Lots shall be platted as individual single-family lots.

2. The development shall include approximately +/- 99,667 SF of total open space and approximately +/- 54,997 SF of common area open space out of the floodplain. All common open space areas and amenities shall be owned and maintained by a homeowner's association to be established prior to the 1st certificate of occupancy being issued. The common open space areas shall generally comply with what is shown on the site plan (Exhibit A). Developer shall have the flexibility to move or adjust the size of the open space shown on the concept plan at the time of platting to accommodate design needs so long as the total SF of open space shown does not decrease by more than 15%.

3. Unless approved otherwise by the City of Richland Hills, Baker Landing shall be required to have an active and in good standing Homeowners Association in perpetuity that will own and maintain all open spaces, amenities and fencing as prescribed in this zoning ordinance.
 - a. All fencing located within and abutting HOA open spaces shall be maintained by the Homeowners Association.
 - b. The HOA shall also be responsible for maintaining the natural floodplain area along the western boundary of Baker Landing.
 - c. The Homeowners Association shall maintain all sidewalks, landscaping, irrigation and any other amenities located within the boundaries of the HOA common area lots.
4. All units within Lots 13, 14, 15 and 16 as depicted on the concept plan shall be allowed to front on to Ash Park Drive.
5. Fencing shall be designed and installed as shown on the Fencing Plan and depicted on the Landscape Plan (Exhibit B).
6. A five-foot sidewalk shall be constructed adjacent to all internal streets and the lots fronting onto Ash Park Dr.
7. The number of parking spaces provided shall exceed the minimum requirement of 2 spaces per dwelling unit plus 1 additional space per every 4 units for guest parking.
8. The site plan and landscaping shall be in conformance with the site visibility standards set forth in the City ordinance.
9. All designated crosswalks shall be constructed of stamped and stained concrete.
10. The development shall include a cluster mailbox. The location and design shall be approved by the Development Review Committee and US Postal Service.
11. Decorative landscape shall be included in common area open spaces bordering Ash Park Drive and street trees shall be planted along Baker Blvd.
 - a. A landscape plan for the development shall be approved by the Development Review Committee prior to construction.
 - b. All landscaped areas will be maintained as a master irrigation system.

Building Design Standards

12. Exterior wall materials - 75% of each façade (excluding doors and windows) shall consist of masonry construction materials and/or fiber-reinforced cementitious board.
13. Garages shall be front entry with driveways providing street access.
14. A minimum roof pitch of 6:12 (inches of rise per inches of run) from side to side shall apply to the predominant roof, except a tile or slate roof may have a minimum roof pitch of 5:12 (inches of rise per inches of run) from side to side. A variety of roof pitches may be incorporated into the

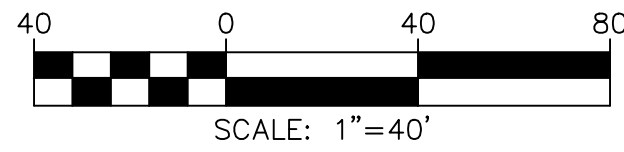
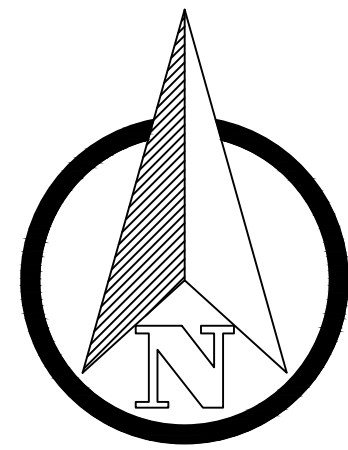
roof design provided that the predominant roof meets the minimum roof pitch requirement. Porches, dormers and shed roofs shall have a minimum 3:12 (inches of rise per inches of run).

15. All multi-tenant buildings will include a monitored fire alarm and a fire sprinkler system that is compliant with NFPA standard 13D. Additionally, buildings will be constructed with fire suppression walls with resistance ratings certified for United States.
16. Each building shall include at least four of the following architectural elements.
 - a. Awnings/canopies;
 - b. Balconies (a minimum of 25 square feet in size);
 - c. Dormers;
 - d. Offsets within each building (minimum 20 feet to receive credit);
 - e. Patio (a minimum of 25 square feet in size);
 - f. Porches (a minimum of 25 square feet in size);
 - g. Stoops (a minimum of two feet tall by four feet wide);
 - h. Varied roof height in building (minimum ten-foot difference);
 - i. Sconce lighting
 - j. Decorative banding or molding
 - k. Decorative overhangs above garage doors
 - l. Eyebrow soldier course over garage doors
 - m. Decorative brackets on garage doors
 - n. Decorative garage doors
- C. *Amendments to Approved Planned Developments.* A major amendment or revision to the Residential Planned Development shall be processed in the same manner as the original approval with the exception that the City Manager or designee may approve minor amendments or revisions to the R-PD standards provided the amendment or revisions does not significantly:
 1. Alter the basic relationship of the proposed uses to adjacent uses;
 2. Change uses approved other than to a less intense use such as single family detached;
 3. Increase approved densities, height, site coverage or floor areas;
 4. Decrease on-site parking requirements;
 5. Reduce minimum yards or setbacks; or
 6. Change traffic patterns.

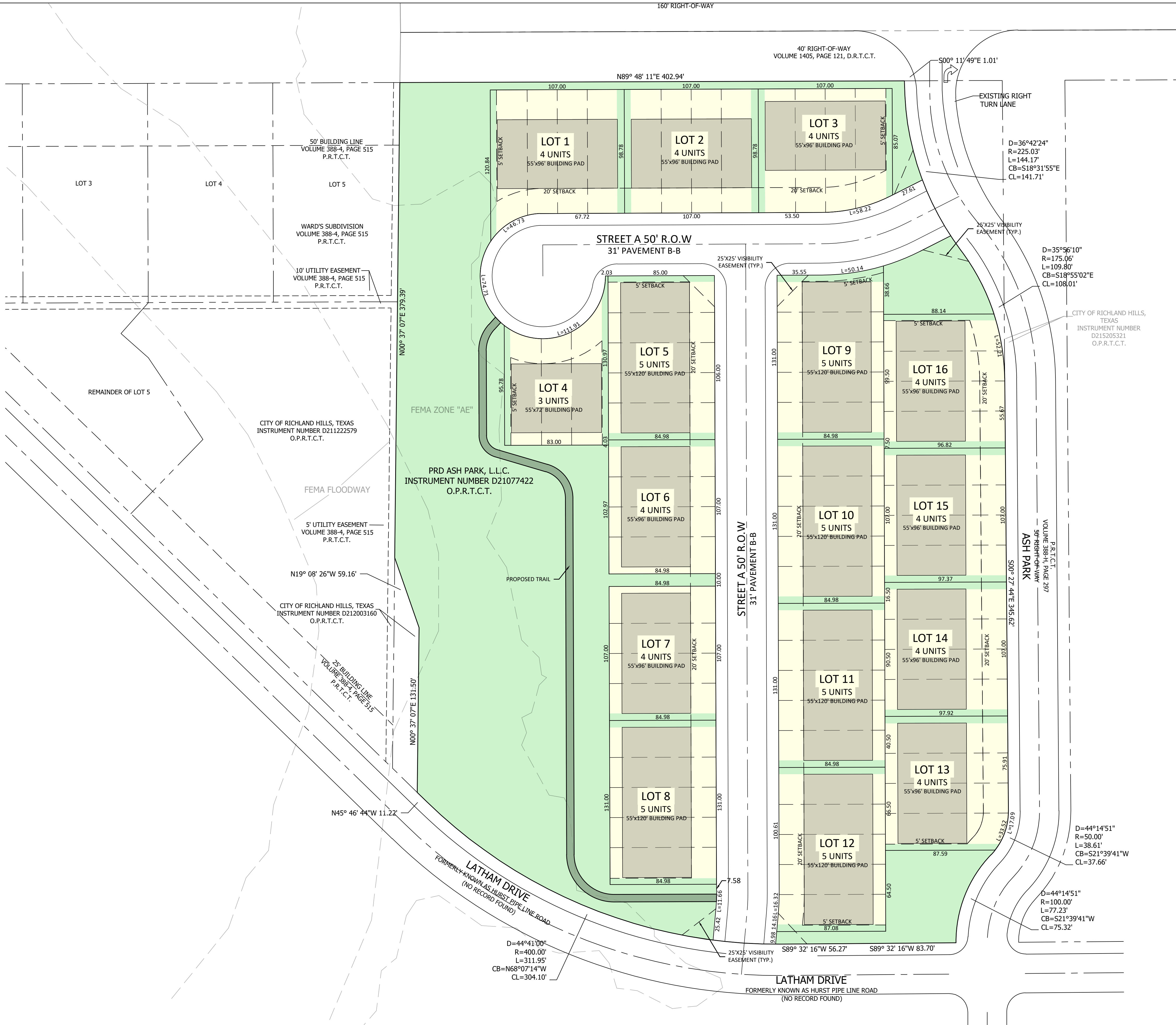
Exhibit A



- Exhibit B**



SITE DATA TABLE	
AREA	7.044 ACRES
EXISTING ZONING	MX - MIXED USE
PROPOSED ZONING	PD - PLANNED DEVELOPMENT
PROPOSED LAND USAGE	TOWNHOMES
LOTS / UNITS	69
MINIMUM LOT WIDTH	20 FT.
MINIMUM LOT DEPTH	80 FT.
FRONT SETBACK	20 FT.
REAR SETBACK	5 FT.
SIDE SETBACK	5 FT.
SIDE SETBACK (ADJACENT TO ROW)	5 FT.



7.044 ACRES LOCATED WITHIN THE
SIMCOE POPPLEWELL SURVEY

RICHLAND HILLS

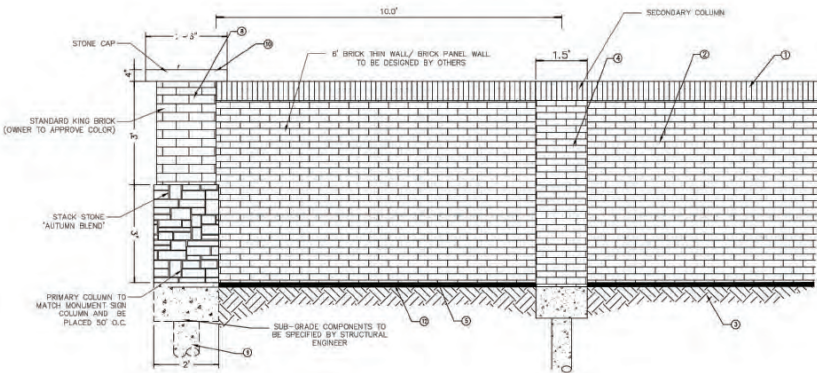
CITY OF RICHLAND HILLS, TARRANT COUNTY, TEXAS
CONCEPT PLAN

PROJECT NO. N/A
DRAWN BY: JLS
CHECKED BY: AW
DATE: 12/13/2021

STRAND

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown are approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

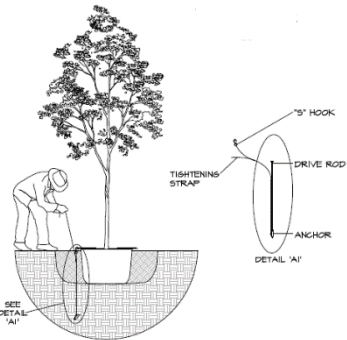
@ 2021 STRAND, ALL RIGHTS RESERVED



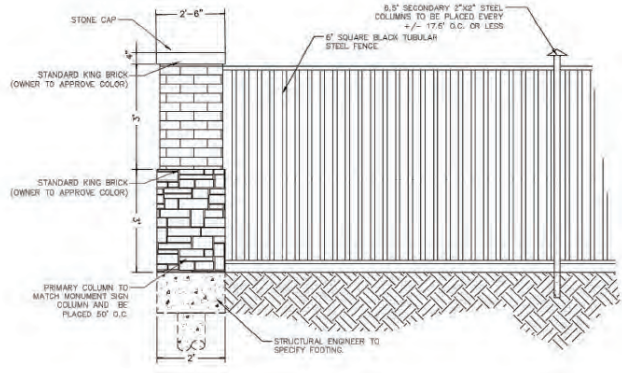
SCREEN WALL AND COLUMN DETAIL
NOT TO SCALE



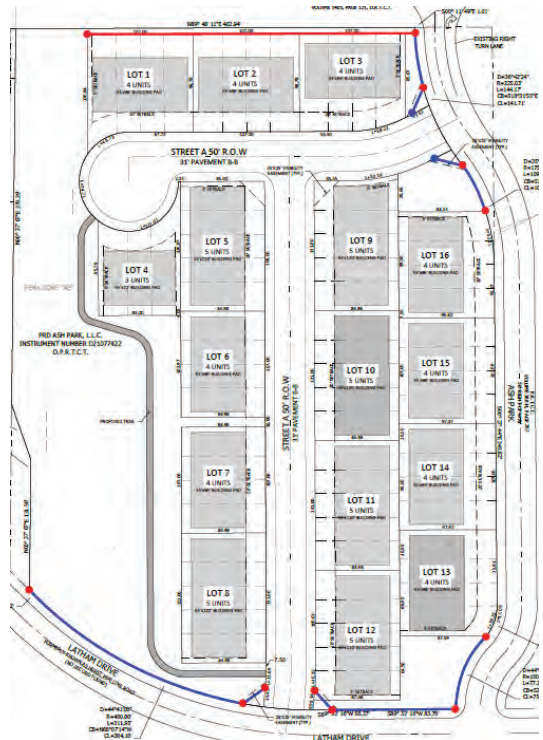
SHRUB PLANTING DETAIL
NOT TO SCALE



All trees and shrubs to be planted in accordance with the City of Richland Hills approved species list. Full Plant Schedule with species to be provided prior to City Council.



DECORATIVE METAL FENCE WITH MASONRY COLUMN
NOT TO SCALE



- Over-sized Masonry Column with name placard
- Standard Masonry Column
- 6' Masonry Wall
- 6' Decorative Metal Fence

PROJECT: 7.044 ACRES
SIMCOE POPPLEWELL SURVEY
CITY OF RICHLAND HILLS
TARRANT COUNTY, TEXAS

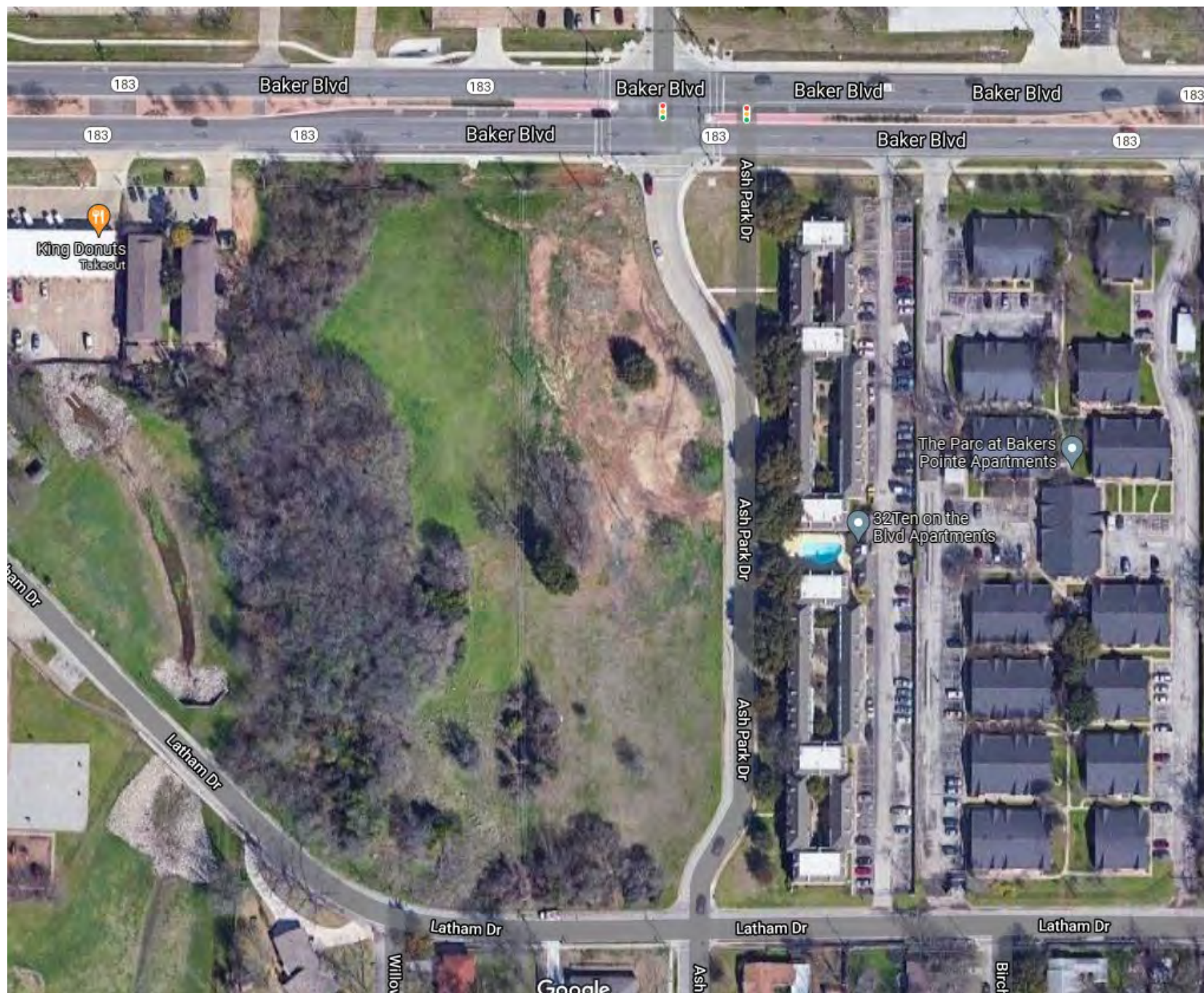
CONCEPT
LANDSCAPE
PLAN

PROJECT NO.:
090-18-005
SCALE: 1" = 40'
DRAWN BY:
CKD BY:
SHEET NUMBER
1 OF 1





Baker Landing Property Photo



Baker Landing Property Photo



Sec. 91-501. Multiple-family development regulations.

- (a) *Applicability.* This section shall apply to the MF-2 Multiple-Family Residential Medium Density, MF-3 Multiple-Family Residential High Density, and MX Mixed Use Districts, and any other districts or development specified in this section.
- (b) *Building orientation and construction.*
 - (1) *Parking.*
 - a. Parking is only allowed between the building and a public street when located at or beyond the required landscape buffer and screened with a headlight screen of earthen berms and/or a row of shrubs.
 - b. Parking between the building and a public street is also subject to tree planting requirements specified in subsection (d)(2) Other Parking and Circulation Requirements, below.
 - c. Buildings with enclosed garages, when adjacent to a public street, must face garage doors internally to the development. Garage doors may not face a public street.
 - (2) *Detached garages.*
 - a. No detached garages may be located between residential buildings and a public street.
 - b. Structured parking garages consisting of more than one level must meet appropriate building setbacks as specified in the zoning ordinance.
 - (3) *Pedestrian connections.* Gated or un-gated pedestrian connections will be provided to adjacent schools, parks, and nonresidential developments.
- (c) *Exterior material requirements and design elements.*
 - (1) *Exterior materials.*
 - a. The exterior facades of a main building or structure shall be constructed of 85 percent Class 1: Masonry Construction on the first and second floors and 50 percent on all other floors.
 - (2) *Design elements.*
 - a. Flat roofs are prohibited.
 - b. All residential windows shall be operable, with the exception of decorative windows, transoms and side lights. The windows in living areas and bedrooms, except for dormer windows, shall be a minimum 15 square feet in size.
 - c. All stairs (except entry stairs and stoops to individual units and shared hallways) and elevated walkways shall be screened with architectural features to avoid a direct view of a stairwell from public streets and open space.
 - d. All multifamily buildings must use four or more of the following architectural features:
 - 1. Awnings/canopies;
 - 2. Balconies (a minimum of 25 square feet in size);
 - 3. Dormers;
 - 4. Offsets within each building (minimum 20 feet to receive credit);
 - 5. Patio (a minimum of 25 square feet in size);
 - 6. Porches (a minimum of 25 square feet in size);

7. Stoops (a minimum of two feet tall by four feet wide);
 8. Varied roof height in building (minimum ten-foot difference);
 9. Others as approved by the zoning administrator.
 - e. Mailrooms or mail kiosks shall be 100 percent masonry and constructed of the same materials as the main structure.
- (3) *Facade articulation.* In order to ensure the aesthetic value and visual appeal of multiple-family land uses and structures, facade articulation shall be required. See definition of articulation in section 8. Definitions of the zoning ordinance.
- a. Facade articulation of at least three feet in depth or offset shall be required for every 30 feet in horizontal surface length.
 - b. Facade offsets shall be shown, along with calculations verifying that the building elevations meet the above requirement, on a building facade (elevation) plan, and shall be submitted for review along with the site plan.
- (d) *Parking and circulation standards.*
- (1) *Garages, when provided.*
- a. Garages shall be 100 percent masonry and be constructed of the same materials as the main structure.
 - b. The garage may be part of the dwelling structure.
 - c. Garages shall be set back a minimum of eight feet from the circulation aisle.
 - d. The garage shall not be used for storage, thereby prohibiting the parking of an operable vehicle.
- (2) *Other parking and circulation requirements.*
- a. Parking located between the building and a public street shall be at or beyond the required landscape buffer and requires a large tree every five parking spaces along the first row of parking and a head light screen in addition to perimeter landscaping requirements.
 - b. Subgrade parking under all or a portion of the building will not count against building height if half or more of subgrade parking is below the average finish grade of the first floor.
 - c. Dead-end drive aisles shall have a maximum of ten parking spaces.
 - d. Mail kiosk shall have a minimum of five of the required parking spaces for the development within 50 feet, unless a drive-through facility is provided.
 - e. Enclosed garage parking spaces shall be a minimum of ten by 20 feet.
 - f. Drive aisles within the apartment complex must be configured to decrease speed and shall have a maximum of 500 feet in a straight length without an offset of a minimum of 30 feet, unless other traffic calming measures are approved by the zoning administrator and fire chief.
 - g. Access to a public street in a single-family neighborhood will be limited access and will not function as a primary access point for the complex.
 - h. Access to single-family alleys is prohibited.
 - i. Direct access to a median opening is required when the property is located on a divided thoroughfare. This shall be one of the minimum two points of access required.

- (e) *Waiver.* The city manager is authorized to grant a waiver to these requirements if necessary to result in a higher quality development and/or to carry out the recommendations of the comprehensive plan.

(Ord. No. 1274-14, § 5(Exh. E), 5-6-2014)

ORDINANCE NO. 1439-21

AN ORDINANCE AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS, BY CHANGING THE ZONING OF CERTAIN PROPERTIES, SPECIFICALLY TRACT 1E, POPPLEWELL, S SURVEY ABSTRACT 1241 AND LOTS 4, 5, 6, AND 7 GREENFIELD SUBDIVISION- RCHLND, RICHLAND HILLS, TARRANT COUNTY, TEXAS, CURRENTLY ZONED AS MX (MIXED USE), TO PD (PLANNED DEVELOPMENT) WITH MF-2 MULTIPLE FAMILY RESIDENTIAL MEDIUM DENSITY USES AND TO ALLOW FOR ADDITIONAL USES AND DESIGN REQUIREMENTS; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A 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 and map regulating the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes, and providing for a method to amend said ordinance and map for the purpose of promoting the public health, safety, morals, and general welfare, all in accordance with a comprehensive plan; and

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

WHEREAS, a public hearing was held at a meeting of the Planning and Zoning Commission on September 28, 2021, and the City Council on January 10, 2022, with respect to the proposed use changes described herein; and

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

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

WHEREAS, the proposed change is consistent with the City's comprehensive land use plan.

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

**SECTION 1.
PROPERTY RE-ZONED**

Chapter 90, as amended, is hereby amended by rezoning the property located at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas, being described as TRACT 1E, POPPLEWELL, S SURVEY ABSRACT 1241 and as Lots 4, 5, 6, and 7, Greenfield Subdivision, an Addition to the City of Richland Hills, Tarrant County, Texas according to the plat recorded in Volume 388-H, Page 297 and 298, Plat Records, Tarrant County, Texas, from MX (Mixed Use) to PD (Planned Development), with uses permitted as set forth in Section 4 of this Ordinance.

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

The City Council finds that the changes to the zoning districts, boundaries, regulations, and uses as herein established have been made in accordance with the City's zoning code and comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to efficiently plan, control, and organize development; lessen congestion in the streets; secure safety from fire, panic, flood, and other dangers; provide adequate light and air; prevent overcrowding of land; avoid undue concentration of population; and facilitate the adequate provision 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.
DIRECTION TO AMEND THE OFFICIAL ZONING MAP**

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

**SECTION 4.
PROPERTY SUBJECT TO ZONING ORDINANCE**

The use of the properties hereinabove described shall be subject to all the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances of the City of Richland Hills, Texas, for the zoning district into which they have been assigned. The Planned Unit Development district created herein affecting above-referenced properties shall be specifically subject to the regulations applicable to the MF-2 Multifamily Medium Density zoning districts with the exception of those standards permitted in the Development Standards, attached hereto as **Exhibit A**.

The Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan, of the proposed Planned Unit Development District 2021-0639 attached hereto as **Exhibits A, B, and C**, each incorporated herein for all purposes allowed by law, are hereby approved as the Development Standards, Conceptual Site Plan, and Conceptual Landscape Plan for this Planned Unit Development District 2021-0639.

SECTION 5. CUMULATIVE CLAUSE

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

SECTION 6. 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 7. SAVINGS CLAUSE

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 8. 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 9.
PUBLICATION CLAUSE**

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

**SECTION 10.
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.

PRESENTED AND PASSED ON FIRST AND FINAL READING at a regular meeting of the Richland Hills City Council on January 10, 2022, by a vote of ____ayes, ____nays, and ____abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY WELLS, CITY SECRETARY

EFFECTIVE DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BETSY ELAM, CITY ATTORNEY

Exhibit A Proposed Development Standards

This Planned Development (PD) District shall adhere to all the conditions of the Richland Hills Code of Ordinances, as amended, and adopt a base district of MF-2 Multiple Family Residential Medium Density. The following regulations shall be specific to this PD District.

- A. *Permitted Land Uses.* Uses in this PD shall be limited to those permitted in the MF-2 Multiple Family Residential Medium Density, as amended, and subject to the following regulations as shown on the PD Concept Design Map.
- B. *Site Development Standards.* Development of the property shall comply with the development standards of the MF-2 zoning district and the standards described below.

1. Lot dimensions and setbacks shall be as follows:

Standard	Standard MF-2 Current Requirement	Planned Development
Height	3 stories maximum, but not to exceed 45'	40 feet; 2 stories
Front Yard (minimum)	25 feet	20 feet
Side Yard– Interior (minimum)	8 feet	5 feet
Side Yard – Street (minimum)	15 feet	5 feet
Rear Yard (minimum)	25 feet	5 feet
Building Size (minimum)	One-Bedroom 600 SF Two-Bedroom 900 SF Three-Bedroom 1,200 SF	1,200 SF
Lot Width (minimum)	75 feet	24 feet*
Building Width (minimum)	Not Specified	70 feet
Lot Depth (minimum)	120 feet	80 feet
Lot Size (minimum)	1-3 dwelling units 9,000 SF Each additional dwelling unit 1500 SF	5,600 SF
Lot Coverage	50% Maximum	N/A
Density	Up to 16 units per gross acre	Up to 10 units per gross acre

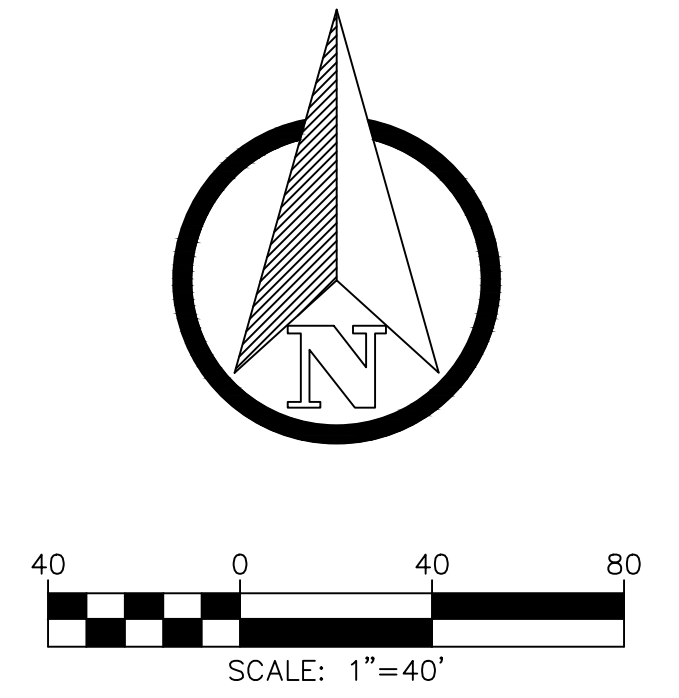
*Lots shall be platted as individual single-family lots.

2. The development shall include approximately +/- 99,667 SF of total open space and approximately +/- 54,997 SF of common area open space out of the floodplain. All common open space areas and amenities shall be owned and maintained by a homeowner's association to be established prior to the 1st certificate of occupancy

being issued. The common open space areas shall generally comply with what is shown on the site plan (Exhibit B). Developer shall have the flexibility to move or adjust the size of the open space shown on the concept plan at the time of platting to accommodate design needs so long as the total SF of open space shown does not decrease by more than 15 percent.

3. Baker Landing shall be required to have an active and in good standing Homeowners Association in perpetuity that will own and maintain all open spaces, amenities and fencing as prescribed in this zoning ordinance.
 - a) All fencing located within and abutting HOA open spaces shall be maintained by the Homeowners Association.
 - b) The HOA shall also be responsible for maintaining the natural floodplain area along the western boundary of Baker Landing.
 - c) The Homeowners Association shall maintain all sidewalks, landscaping, irrigation and any other amenities located within the boundaries of the HOA common area lots.
4. All units within Lots 13, 14, 15, and 16 as depicted on the concept plan shall be allowed to front on to Ash Park Drive.
5. Fencing shall be designed and installed as shown on the Fencing Plan and depicted on the Landscape Plan (Exhibit C).
6. A five-foot sidewalk shall be constructed adjacent to all internal streets and the lots fronting onto Ash Park Dr.
7. The number of parking spaces provided shall exceed the minimum requirement of 2 spaces per dwelling unit plus 1 additional space per every 4 units for guest parking.
8. The site plan and landscaping shall be in conformance with the site visibility standards set forth in the City ordinance.
9. All designated crosswalks shall be constructed of stamped and stained concrete.
10. The development shall include a cluster mailbox. The location and design shall be approved by the Development Review Committee and US Postal Service.
11. Decorative landscape shall be included in common area open spaces bordering Ash Park Drive and street trees shall be planted along Baker Blvd.
 - a) A landscape plan for the development shall be approved by the Development Review Committee prior to construction.
 - b) All landscaped areas will be maintained as a master irrigation system.

EXHIBIT B



SITE DATA TABLE	
AREA	7.044 ACRES
EXISTING ZONING	MX - MIXED USE
PROPOSED ZONING	PD - PLANNED DEVELOPMENT
PROPOSED LAND USAGE	TOWNHOMES
LOTS / UNITS	69
MINIMUM LOT WIDTH	20 FT.
MINIMUM LOT DEPTH	80 FT.
FRONT SETBACK	20 FT.
REAR SETBACK	5 FT.
SIDE SETBACK	5 FT.
SIDE SETBACK (ADJACENT TO ROW)	5 FT.

Ordinance No. 1439-21, Page 7 of 8

STRAND

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown are approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

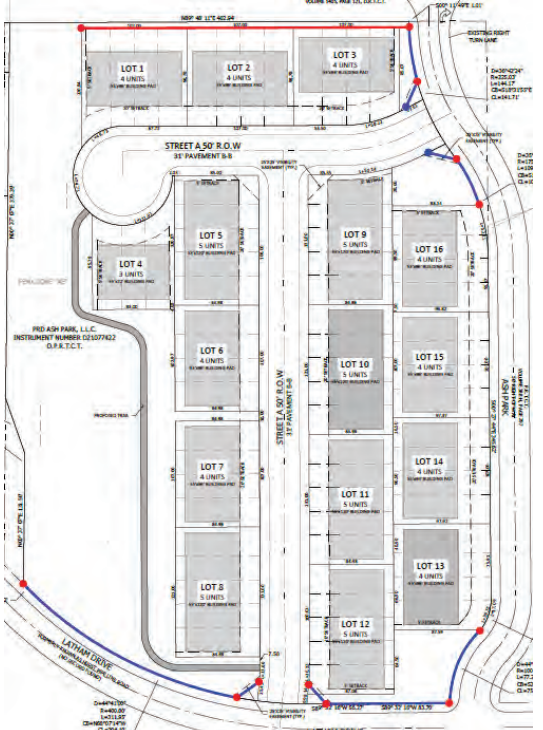
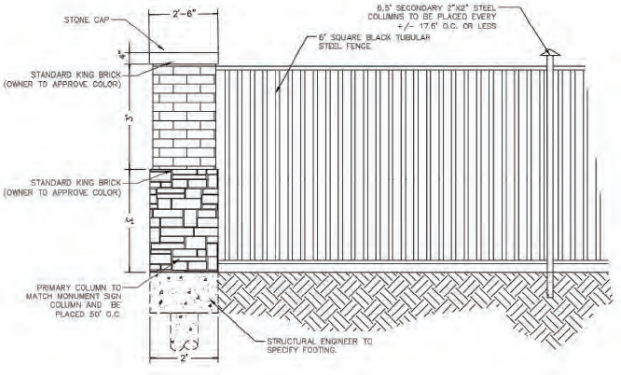
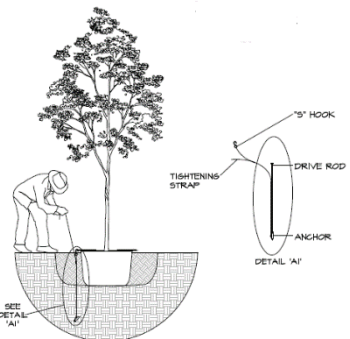
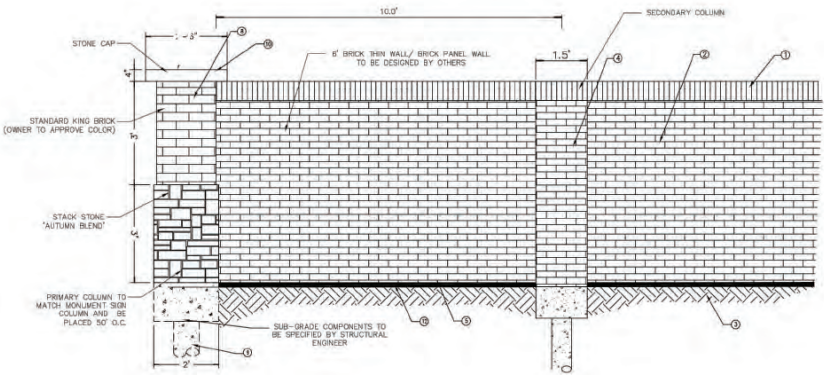
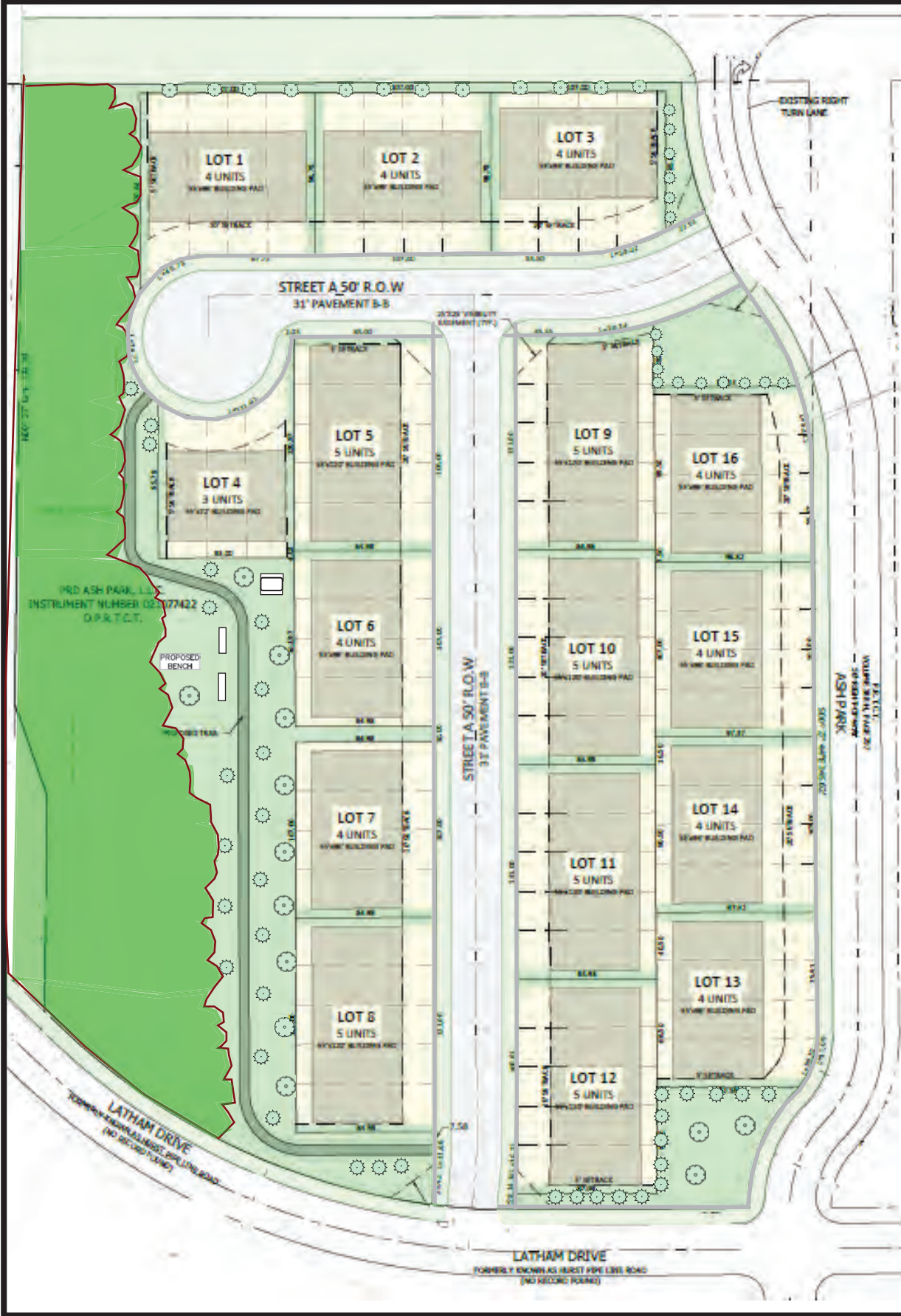
@ 2021 STRAND, ALL RIGHTS RESERVED

10003 TECHNOLOGY BLVD WEST | DALLAS TEXAS 75220 | 972 620 8204

7.044 ACRES LOCATED WITHIN THE
SIMCOE POPPLEWELL SURVEY
RICHLAND HILLS
CITY OF RICHLAND HILLS, TARRANT COUNTY, TEXAS
CONCEPT PLAN

PROJECT NO. N/A
DRAWN BY: JLS
CHECKED BY: AW
DATE: 12/13/2021

EXHIBIT C



- Over-sized Masonry Column with name placard
- Standard Masonry Column
- 6' Masonry Wall
- 6' Decorative Metal Fence

All trees and shrubs to be planted in accordance with the City of Richland Hills approved species list. Full Plant Schedule with species to be provided prior to City Council.

PROJECT: 7.044 ACRES
SIMCOE POPPLEWELL SURVEY
CITY OF RICHLAND HILLS
TARRANT COUNTY, TEXAS

CONCEPT
LANDSCAPE
PLAN

PROJECT NO.: 090-18-005
SCALE: 1" = 40'
DRAWN BY:
CKD BY:
SHEET NUMBER
1 OF 1



Memorandum

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

From: Lindsay Wells, City Secretary

Date: January 10, 2022

Subject: Resolution 548-22 calling the May 7, 2022 General Election for Mayor and Council Member, Place 2 and Place 4

Agenda Item:

Consider Resolution 548-22 calling the May 7, 2022 General Election for Mayor and Council Member, Place 2 and Place 4

Background Information:

The Charter states: "The regular municipal elections of the City of Richland Hills shall be held on the May uniform Election Day of each year or as otherwise provided by state law and shall be conducted in accordance with state law".

This year's election will be held on May 7, 2022 for the purpose of electing persons for Mayor and Council Member, Place 2 and Place 4. By approving Resolution No. 548-22, the City Council will call the May 2022 General Election as required by the City Charter and state law, designate a polling place for the election, and establish and set forth procedures for conducting the election.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 548-22

Council Action Requested:

Motion to approve Resolution 548-22 calling the May 7, 2022 General Election for Mayor and Council Member, Place 2 and Place 4

RESOLUTION NO. 548-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, ORDERING A GENERAL ELECTION FOR THE OFFICES OF MAYOR AND CITY COUNCIL PLACES 2 AND 4; ESTABLISHING THE DATES AND TIMES OF EARLY VOTING FOR SUCH ELECTION; ESTABLISHING A DATE FOR A RUNOFF ELECTION, IF REQUIRED; AND AUTHORIZING A CONTRACT WITH TARRANT COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT

WHEREAS, pursuant to the Election Code of the State of Texas and the Richland Hills City Charter, it is provided that there shall be held in each municipality in the State of Texas, a general election for the purpose of electing officials of said municipality; and

WHEREAS, the Richland Hills City Council has determined that a contract with Tarrant County Election Administration for election services and equipment is in the best interest of the City of Richland Hills.

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

Section 1. Election Order for General Election

The City Council of the City of Richland Hills, Texas, at a regular meeting held this date, does hereby order an election of officers for the City of Richland Hills, Texas, to be held on the first Saturday in May, that being May 7, 2022, for the purpose of electing the Mayor, one Council Member for Place 2 and one Council Member for Place 4, who shall each serve for a period of two years or until their successors have been duly qualified. The candidate receiving the majority of votes cast for Mayor, the candidate receiving the majority of votes cast for Council Member Place 2, and the candidate receiving the majority of votes cast for Council Member Place 4 shall be declared elected to such offices.

Section 2. Joint Election Administration Contract

The Mayor is hereby authorized to execute a contract with Tarrant County Elections Administrator for the purpose of having Tarrant County furnish all or any portion of the election services and equipment needed by the City Secretary to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and other applicable statutes and laws.

Section 3. Voting Equipment

The election services contract shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment

terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures to conduct the election.

Section 4. Combined Ballots

Combined ballots may be utilized containing all of the offices and propositions to be voted on at each polling place, provided that no voter shall be given a ballot or permitted to vote for any office or proposition on which the voter is ineligible to vote. Returns may be made on forms, which are individual or combined, and the Tarrant County Elections Administrator shall be designated as the custodian of the combined records. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary pursuant to state law. Notice of the time and place for such drawing shall be given in accordance with the Code

Section 5. Early Voting Clerk

Heider Garcia, Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas, 76111, or his successor, is hereby appointed as Early Voting Clerk and Lindsay Wells, City Secretary, 3200 Diana Drive, Richland Hills, Texas, 76118, shall serve as Deputy Early Voting Clerk. Applications for ballot by mail must be received by 12 noon or close of business, whichever is later, by Tuesday, April 26, 2022.

Mailing Address:
Tarrant County Elections
Attention: Early Voting Clerk
PO Box 961011
Fort Worth, Texas 76161-0011
www.tarrantcounty.com
817-831-8683
Fax: 817-831-6118
electionsinfo@tarrantcounty.com

Section 6. Early Voting

Early voting by personal appearance shall be conducted at the main early voting location at the Tarrant County Elections Center, 2700 Premier Street, Fort Worth, Texas 76111. Branch offices for early voting shall also be established as outlined in the joint election agreement with Tarrant County.

Early voting by personal appearance begins on Monday, April 25, 2022, and ends on Tuesday, May 3, 2022, during the hours listed below:

April 25 – 29	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 30	Saturday	7:00 a.m. – 7:00 p.m.
May 1	Sunday	11:00 a.m. – 4:00 p.m.
May 2 – 3	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

Applications for early voting by mail shall be delivered to the Early Voting Clerk at the address set forth in Section 5 not later than 12 noon or close of business, whichever is later, by Tuesday, April 26, 2022.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with Tarrant County.

Section 7. Election Day

All resident, qualified voters, determined by the laws of the State of Texas, the Charter, and ordinances of the City of Richland Hills shall be qualified to vote at such election. For the purpose of said election, the entire City is constituted into one voting precinct. Voting on Election Day, May 7, 2022, shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the polling places are designated pursuant to the Texas Election Code as those precincts designated by Tarrant County. This election shall be held and conducted in accordance with the aforesaid election agreement, election laws of the Texas Election Code, the Federal Voting Rights Act of 1965, as amended, the Charter of the City of Richland Hills, and as may be required by law. All election materials and proceedings shall be printed in English, Spanish and Vietnamese.

Section 8. Candidate Applications

Applications for candidacy to the offices of Mayor, Council Member Place 2 and Council Member Place 4 shall be made to the City Secretary of the City of Richland Hills beginning at 8:00 a.m., January 19, 2022, and not later than 5:00 p.m., February 18, 2022, in manner and form as prescribed by law, and the charter and ordinances of the City of Richland Hills, Texas. The names of eligible and qualified candidates for such office shall be placed on the ballots for such election by the City Secretary at the time and in the manner prescribed by law, and the charter and ordinances of the City of Richland Hills.

Section 9. Election Results

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by the laws of the State of Texas and the charter and ordinances of the City of Richland Hills.

Section 10. Election Notice

The notice of the election hereby ordered and called shall be promulgated, published and posted in keeping with the laws of the State of Texas, and the charter and ordinances of the City of Richland Hills.

Section 11. Election Officials

The election judge, alternate election judge, and ballot board will be appointed by the Tarrant County Elections Administrator, as permitted by law. The presiding judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The election judge, or the alternate election judge in the absence of the election judge, and the election clerks shall constitute the Early Voting Ballot Board. The election judge, and alternate election judge, and election clerks shall be qualified voters of the City.

Section 12. Runoff Election

Any runoff election required for the election of members of the City Council of the City of Richland Hills, Texas, following the regular election of May 7, 2022, shall be held in accordance with Section 2.025 (a) Election Code of the State of Texas, and on a date as agreed to between the City of Richland Hills and Tarrant County Elections.

Section 13. Necessary Actions

The City Manager and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on January 10, 2022, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE EDWARD LOPEZ, MAYOR

ATTEST:

LINDSAY WELLS, CITY SECRETARY

Memorandum

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

From: Candice Edmondson, City Manager

Date: January 10, 2022

Subject: Baker Landing Development Agreement

Agenda Item:

Consider Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

Background Information:

The Skorburg Company has applied for a zoning change on the property known as 7100 Baker Boulevard and 3209 Ash Park Drive from Mixed Use to Planned Development with a base zoning district of MF-2 Multiple Family Residential Medium Density. The developer is proposing to build a 69-unit multi-family townhome community on the site. The proposed name of the development is Baker Landing.

As part of the proposal, the Skorburg Company is requesting City participation for the project in the amount of \$400,000. The Developer is seeking \$275,000 in reimbursements for public sewer and water improvements and \$125,000 in reimbursements for permit fees.

Financial Considerations:

The Skorburg Company has requested City participation for the project in the amount of \$400,000. Funding for the project is currently available in the TIF Fund.

Legal Review:

The City Attorney has reviewed the Development Agreement

Board/Citizen Input:

The Tax Increment Reinvestment Zone Board will consider the Development Agreement on January 10, 2022 prior to the City Council meeting

Attachments:

Baker Landing Proposal Summary
Proposed Development Agreement for Baker Landing

Council Action Requested:

Motion to approve Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

Baker Landing TIRZ Proposal Summary

As part of the Baker Landing PD proposal, Skorburg Company will be requesting city participation for the project in the way of cash reimbursements and fee waivers. The total requested amount of financial participation is \$400,000. Skorburg Company is requesting a maximum of \$275,000 in reimbursements for public infrastructure improvements (ie. sewer and water installation) and a maximum of \$125,000 in permit fee waivers.

The Skorburg Company intends to expend a minimum of One Million Dollars (\$1,000,000.00) in constructing the Public Improvements for Baker Landing; with the final Private Improvements constructed by the builder to have an expected ad valorem tax value of approximately Twenty Million Dollars (\$20,000,000.00). The breakdown of the public infrastructure and improvement cost is included with this proposal as Exhibit A.

69 lots

x \$300,000 (average home price)

= \$20,700,000

x .00558 (City of Richland Hills Property Tax Rate)

= **\$115,506** annual tax revenue at build out

x 20 years

= **\$2,310,120** in tax revenue over 20 years after buildout

Baker Landing will be constructed in one phase. It is anticipated that the construction of the public improvements necessary to serve the development will commence by May 31, 2021, and such construction shall be completed within approximately twelve (12) months after commencement.

After substantial completion of public improvements and acceptance by the City, the TIRZ will reimburse the owner in an amount not to exceed Two Hundred Seventy-Five Dollars (\$275,000.00). In addition, as consideration for constructing the private improvements, the City of Richland Hills will pay Owner an amount equal to the permit fees (building permit fees, mechanical and electrical permit fees, and inspection fees) at the time of which a sufficient number of permits have been requested to equal the amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000).

Exhibit A

Public Infrastructure Construction and Improvement Cost Breakdown

On-Site Water

Project Cost Item	Quantity	Unit	Unit Price	Total
8" PVC	1,201	LF	\$ 39.00	\$ 46,839.00
8" Valves and & Box	9	EA	\$ 1,750.00	\$ 15,750.00
8" x 6" Tapping Sleeve and Valve	2	EA	\$ 5,500.00	\$ 11,000.00
Fire Hydrants	3	EA	\$ 5,000.00	\$ 15,000.00
1" Domestic service	68	EA	\$ 800.00	\$ 54,400.00
1" Domestic service - Bullhead	8	EA	\$ 3,000.00	\$ 24,000.00
Remove and Replace existing concrete 6" services	225	SY	\$ 115.00	\$ 25,875.00
2" Irrigation service & meter box	2	EA	\$ 3,000.00	\$ 6,000.00
Connect to existing main 6"	2	EA	\$ 3,500.00	\$ 7,000.00
Bond	1	EA	\$ 4,117.00	\$ 4,117.00
Density testing - water	1,201	LF	\$ 2.00	\$ 2,402.00
Testing (chlorination & pressure)	1,201	LF	\$ 1.00	\$ 1,201.00
Trench Safety	1,201	LF	\$ 1.00	\$ 1,201.00

Total Cost of Proposed Water Infrastructure \$ 214,785.00

On-Site Sanitary Sewer

Project Cost Item	Quantity	Unit	Unit Price	Total
8" PVC pipe	1,651	LF	\$ 35.00	\$ 57,785.00
4" Diameter manhole	9	EA	\$ 5,400.00	\$ 48,600.00
4" Diameter manhole (Over Existing Line)	2	EA	\$ 7,500.00	\$ 15,000.00
4" Service lines	83	EA	\$ 750.00	\$ 62,250.00
Remove and Replace 6" Asphalt	50	SY	\$ 115.00	\$ 5,750.00
Connect to existing 6"	2	EA	\$ 2,000.00	\$ 4,000.00
Trench safety	1,651	LF	\$ 1.00	\$ 1,651.00
Testing (air and mandrel)	1,651	LF	\$ 2.00	\$ 3,302.00
Density Testing	1,651	LF	\$ 2.00	\$ 3,302.00
Bond	1	EA	\$ 3,024.00	\$ 3,024.00

Total Cost of Proposed Sewer Infrastructure \$ 204,664.00

Drainage Improvements

Project Cost Item	Quantity	Unit	Unit Price	Total
30" RCP	310	LF	\$ 95.00	\$ 29,450.00
21" RCP	170	LF	\$ 95.00	\$ 16,150.00
18" RCP	70	LF	\$ 75.00	\$ 5,250.00
4 x 4 Joint Box	2	EA	\$ 4,500.00	\$ 9,000.00
20' Inlet	4	EA	\$ 7,200.00	\$ 28,800.00
15' Inlet	2	EA	\$ 6,000.00	\$ 12,000.00
30" Headwall	1	EA	\$ 4,000.00	\$ 4,000.00
21" Headwall	2	EA	\$ 2,400.00	\$ 4,800.00
Rip Rap	75	SY	\$ 110.00	\$ 8,250.00
Density Testing - Storm	550	LF	\$ 2.00	\$ 1,100.00
Trench Safety	550	LF	\$ 2.00	\$ 1,100.00
Existing Drainage Redirection	1	EA	\$ 7,500.00	\$ 7,500.00

Total Cost of Proposed Drainage Improvements \$ 127,400.00

On-Site Paving

Project Cost Item	Quantity	Unit	Unit Price	Total
6" 3,600 - onsite residential reinforced concrete	4,144	SY	\$ 55.00	\$ 227,920.00
3' Sidewalk	4,765	SY	\$ 6.00	\$ 28,590.00
6" Lime Stabilized Subgrade	4,476	SY	\$ 2.75	\$ 12,309.00
Hydrated lime (38lbs/SY)	86	TN	\$ 165.00	\$ 14,190.00
Barrier Free Ramps	8	EA	\$ 1,550.00	\$ 12,400.00
Street Sign Poles	4	EA	\$ 100.00	\$ 400.00
Stop Signs	4	EA	\$ 500.00	\$ 2,000.00
Street Signs	4	EA	\$ 500.00	\$ 2,000.00
Connect to existing	2	EA	\$ 1,350.00	\$ 2,700.00
Sawcut & remove existing ST for connection	182	LF	\$ 15.00	\$ 2,730.00
Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
Mailbox Kiosk	83	EA	\$ 195.00	\$ 16,185.00
Density Testing - Paving	4,476	SY	\$ 1.00	\$ 4,476.00
Concrete Testing	4,144	SY	\$ 1.00	\$ 4,144.00
Maintenance Bond	1	EA	\$ 5,025.00	\$ 5,025.00

Total Cost of Proposed Paving Infrastructure \$ 340,069.00

Overhead Powerline Relocation

Project Cost Item	Quantity	Unit	Unit Price	Total
Underground Relocation and Civil Design from Oncor	1	EA	\$ 110,000.00	\$ 110,000.00

Total Cost of Overhead Powerline Relocation \$ 110,000.00

Contingency (10%)

\$ 99,691.80

Total	Acres	Effective Cost Per Acre
	7.0	\$ 155,768.44
		\$ 1,096,609.80

**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
IN REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS
BETWEEN THE CITY OF RICHLAND HILLS, TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS AND
SKORBURG RETAIL CORPORATION**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and among the City of Richland Hills, a Texas municipal corporation of Tarrant County, Texas (hereinafter called "City"); acting by and through its City Manager, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas (hereinafter called "Board"), acting by and through its Board President; and Skorbург Retail Corporation, a Texas corporation (hereinafter called "Developer"), acting by and through its corporate office.

WITNESSETH:

WHEREAS, the City recognizes the importance of its continued role in local economic development; and

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the "Act"), on January 27, 2009, the Richland Hills City Council approved Ordinance No. 1136-01-2009, creating, establishing and designating "Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills"; and

WHEREAS, Developer seeks to develop a high quality, sustainable townhome development located on 7.044 acres at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118; and

WHEREAS, Developer intends to expend a minimum of One Million Dollars (\$1,000,000.00) in constructing the Public Improvements; with final Private Improvements constructed by the builder to have an expected ad valorem tax value of Twenty Million Dollars (\$20,000,000) upon completion; and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the Project Plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

WHEREAS, approval of the Board, the Richland Hills City Council approved the Tax Increment Reinvestment Zone Financing and Project Plan ("Project Plan"), and the Financing Plan (herein so called); and

WHEREAS, the Board authorized the execution of this Agreement, for the construction of Public Improvements in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to the Developer from the TIF Fund for the construction of Public Improvements under the conditions set forth herein; and

WHEREAS, the City Council authorized the execution of this Agreement, authorizing reimbursement to Developer from the TIF Fund for the construction of the Public Improvements and the Development under the conditions set forth herein; and

WHEREAS, the Public Improvements constructed within the TIRZ boundaries, as set forth in this Agreement, are consistent with encouraging development of the TIRZ in accordance with the purposes for its creation and are in compliance with the ordinance creating the TIRZ adopted by the City and all applicable laws; and

WHEREAS, the City and the Board agree to reimburse funds advanced by the Developer for the cost of making certain Public Improvements as contemplated herein and as contemplated by the Act and as is consistent with the Project Plan and Financing Plan.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. AUTHORIZATION

The City Council finds and determines that this Agreement is authorized by the Act.

SECTION 2. DEFINITIONS

In this Agreement, the following words shall have the meanings ascribed to them:

ACT, AGREEMENT, BOARD, DEVELOPER and CITY have the meanings set forth in the recitals.

APPROVED PLANS means construction plans for the Private and Public Improvements that conform to all City regulations, as certified by Developer's engineer of record and approved by the City Engineer.

CERTIFICATE OF OCCUPANCY means the certificate issued by the City evidencing that the Development is in compliance with applicable development regulations and in satisfactory condition to be occupied by private residential users.

CONSTRUCTION COSTS means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public

Improvements. Construction Costs does not include any acquisition costs of the Property, marketing, or Permit Fees, related to the development of the Public Improvements or Private Improvements.

DEVELOPMENT or PRIVATE IMPROVEMENTS means the construction of a high quality, sustainable townhome residential community with landscaped open space, as depicted on the site plan, attached as Exhibit B, with a Tarrant Appraisal Value the first January after Substantial Completion of the Private Improvements of no less than Sixteen Million Dollars (\$16,000,000.00).

INCENTIVES means the payments to the Developer as set forth in Section 4.

PERMIT FEES means City building permit fees, mechanical and electrical permit fees and inspection fees.

PERSON means any natural person, governmental agency or instrumentality, estate, nominee, custodian, or any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, unincorporated organization, cooperative or association, or any foreign trust or foreign business organization.

PROPERTY means the approximately 7.044-acre tract upon which the Private Improvements will be constructed, as described in Exhibit A, attached hereto and incorporated herein.

PUBLIC IMPROVEMENTS means the onsite and offsite Public Improvements (water, sewer, and utilities) necessary to serve the Development as depicted on Exhibit C.

SUBSTANTIAL COMPLETION or SUBSTANTIALLY COMPLETE means, with regard to the Public Improvements, the date the City issues a Certificate of Completion (herein so called) and accepts the maintenance obligation for such Public Improvements, and with regard to the Private Improvements, the date the Certificate of Occupancy is issued for the Development .

TIF FUND means the fund established to receive the investment monies generated and attributable to the TIRZ.

TIRZ means Tax Increment Reinvestment Zone Number One, City of Richland Hills, Texas.

SECTION 3. DEVELOPER'S OBLIGATIONS

A. In General. The Developer agrees to design and construct the Public and Private Improvements. The Public Improvements are to be located entirely within the limits of the City, and all Public Improvements shall be constructed (or dedicated to the City prior to acceptance by the City) within public property, public rights-of-way or easements.

B. Public Improvements.

1. Infrastructure. The Developer shall design and construct all Public Improvements in accordance with the Approved Plans.
2. Time Frame for Public Improvements. Construction of the Public Improvements necessary to serve the Development shall commence by May 31, 2022, and such construction shall be completed within fifteen (15) months after commencement, subject to events of force majeure.
3. Capital Investment. The Developer shall provide proof satisfactory to the City of Construction Costs in an amount no less than One Million Dollars (\$1,000,000.00) upon Substantial Completion of the Public Improvements.
4. Construction Plans; Surveying. Developer shall submit to the City for approval complete construction plans for the Public Improvements, which when approved shall be the Approved Plans for the Public Improvements. The construction plans shall be prepared by a professional engineer licensed to practice in the State of Texas, at Developer's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. Developer shall pay all costs of engineering design and surveying for the Public Improvements directly to the provider.
5. Public Improvement Conveyance. Any Public Improvements constructed onsite or offsite shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement upon Substantial Completion. At the time of conveyance, Developer shall deliver to the City releases from the contractors, subcontractors, and suppliers of material who have provided labor and materials for the Public Improvements showing they have paid for such labor and materials.
6. Easement Acquisition. Developer agrees to dedicate to the City all land within the Property necessary for the construction of the Public Improvements. All public rights-of-way and easements necessary for the Public Improvements shall be dedicated to the City prior to commencement of construction of the Public Improvements.
7. Bond Requirement. Prior to initiating any construction of the Public Improvements, the Developer shall provide or cause to be provided to the City by contractors constructing the Public Improvements one original and one quality copy of the following construction bonds:
 - a. Performance Bond. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the

Public Improvements, guaranteeing the full and faithful execution of the work and performance of this Agreement and for the protection of the City against any improper execution of the work or the use of inferior materials.

- b. Payment Bond. A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing payment of all labor, materials and equipment used in the construction of the Public Improvements.
- c. Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing the maintenance in good condition of the Public Improvements for a period of two (2) years from and after the date that a certificate of completion is issued from the City indicating that the Public Improvements have been completed by the Developer and accepted by the City.

Each of the above bonds shall be in a form acceptable to the City. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, and the City, through its City Manager, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas.

C. Private Improvements.

1. Commencement and Completion. Subject to the City's issuance of building permits, the Developer shall commence construction of the Private Improvements no later than sixty (60) days after Substantial Completion of the Public Improvements, with the Development being Substantially Complete by no later than twenty-four (24) months thereafter.
2. Design Standards. The Private Improvements shall be constructed in full compliance with the site plan attached as Exhibit B, approved with the adoption of PD Zoning Ordinance No. 1439-21 and development regulations of the City (the Approved Plans for the Private Development).
3. Capital Investment. The Developer shall provide proof satisfactory to the City of Construction Cost expenditures for the Private Improvements in an amount no less than Fifteen Million Dollars (\$15,000,000.00) upon Substantial Completion of the Development.

D. Compliance with Law. All aspects of the construction and development of the Development shall be in conformance with applicable state, federal and local laws.

E. Ad Valorem Taxes. For all portions of the Property owned by Developer, the Developer shall remain current on all ad valorem taxes owed to the City or other jurisdiction for the Property.

F. Evidence of Expenditure of Cost of Construction for Public Improvements. Prior to receiving any payment from the TIRZ pursuant to Section 4 of this Agreement, Developer shall provide documentation satisfactory to the City Manager to substantiate the Construction Costs for the Public Improvements subject to reimbursement.

G. Inspection. The City shall have access at all times to inspect construction of the Public Improvements.

H. No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations or other law.

SECTION 4. TIRZ PARTICIPATION

In consideration of Developer's agreement to construct the Public and Private Improvements in conformance with the requirements of this Agreement and subject to Developer's compliance with their duties and obligations in this Agreement, the TIRZ and the City agree to participate in the construction of certain Public Improvements as set forth in this section by providing the following incentives:

1. After Substantial Completion of the Public Improvements and upon submission of the evidence satisfactory to the City showing Construction Costs expended by Developer for the Public Improvements (to include sewer and water installation) and acceptance by the City, the TIRZ will reimburse the Developer in an amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).
2. As consideration for constructing the Private Improvements in conformance with the requirements of this Agreement, the TIRZ will reimburse the Developer an amount equal to the Permit Fees not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000), upon Substantial Completion of the Private Improvements.
3. The Incentives set forth herein shall be paid only from the TIF Fund.

SECTION 5. TERM

The term of this Agreement shall begin on the Effective Date and shall terminate upon the earlier of: (i) the complete performance of all obligations and conditions precedent by parties to this Agreement; or (ii) three (3) years after the Effective Date, whether or not the Incentives have been made in full; or (iii) upon the City's termination of this Agreement pursuant to Section 7 hereof.

SECTION 6. AUTHORITY; COMPLIANCE WITH LAW

A. Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

B. Notwithstanding any other provision of this Agreement, Developer shall comply with all federal and state laws, and City ordinances in the development, construction and operation of the Public and Private Improvements.

C. As required by Subchapter B of Chapter 2264 of the Texas Government Code, Developer certifies that to Developer's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving the Incentives set forth in this Agreement Developer is convicted under 8 USC Section 1324(a)(6), it shall repay the amount of the Incentives (or portion that it has received) plus ten percent (10%) interest not later than the 120th day after the date the City notifies Developer of the violation.

SECTION 7. DEFAULT AND REMEDIES

A. In the event: (i) Developer fails to comply with the terms of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City or other taxing jurisdiction (provided that Developer retains the right to timely and properly protest and/or contest any such taxes); or (iii) Developer materially breaches any of the material terms and conditions of this Agreement, then Developer, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to Developer, and the City shall have no further obligation to Developer. Notwithstanding the immediately preceding sentence, if the nature of the default is such that it cannot reasonably be cured within such 30-day period and Developer has commenced the cure and is diligently pursuing action to cure the default, the cure period shall be extended for another thirty (30) days with the consent of the City Manager.

B. If a default shall occur and continue after thirty (30) days written notice to cure the default (as such cure period may be extended pursuant to the immediately preceding paragraph), the party not in default shall have the right to exercise any and all rights available to such party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting party may be entitled.

C. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of

this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Richland Hills.

SECTION 8. RIGHT OF OFFSET

The City may, at its option, offset any amounts due and payable to Developer under this Agreement against any debt (including taxes) lawfully due to the City from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

SECTION 9. DETERMINATION OF ROUGH PROPORTIONALITY

As additional consideration for the Incentives received by Developer under this Agreement, Developer hereby agrees to donate to the City the land within the Property necessary to construct the Public Improvements; and Developer further agrees that such land is roughly proportional to the need for such land, and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Public Improvements. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Public Improvements.

SECTION 10. BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the Property constitutes an area of architectural important and significance and the City Council of the City, hereby designates it as an area of architectural important and significance for purposes of Chapter 3000 of the Texas Gov't Code ("Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, provisions, ordinances, orders, building codes, and other governing regulations existing as of the Effective Date hereof, ("Regulations") that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Regulations. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation,

maintenance, or other alteration of the building. The parties agree that: (i) the City will not issue any permits for the Property in violation of this section; (ii) the covenants contained within this section constitute a material term of this Agreement; (iii) Developers' voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City to authorize the Incentives; (iv) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (v) this section shall survive termination or expiration of this Agreement.

SECTION 11. VENUE AND GOVERNING LAW

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the ordinances, and resolutions of the City of Richland Hills, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Richland Hills, Tarrant County, Texas.

SECTION 12. FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

SECTION 13. GIFT TO PUBLIC SERVANT OR TO DEVELOPERS REPRESENTATIVE

A. No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other Person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

B. Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 14. BINDING AGREEMENT; ASSIGNMENT

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on and inure to the benefit of Developer and each and every subsequent owner of all or any portion of the Property and shall be binding on and inure to the benefit of all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. This Agreement shall be filed in the deed records of Tarrant County.

B. Except as hereinafter expressly provided, any assignment of Developer's obligations or its rights to receive the benefits provided under this Agreement must be in writing executed by the assignor and assignee and shall not be permitted without the express written consent of the City. Notwithstanding the immediately preceding sentence, without the City's consent, Developer may assign this Agreement as may be necessary to a lender providing financing to Developer to develop the Subdivision. Any consent of the City required by this Section 14.B shall be evidenced by the consent of the City Manager.

SECTION 15. INDEMNIFICATION

A. DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS OR EMPLOYEES, ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT WILL DEVELOPER HAVE ANY SUCH INDEMNIFICATION OBLIGATION FOR ANY CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ITS EMPLOYEES. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other Person.

B. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, their past, present and future officers, elected officials, directors, employees and agents of the City does not assume any responsibility to any third party in connection with Developer's construction of the Public Improvements.

SECTION 16. MISCELLANEOUS MATTERS

- A. Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- B. Agreement Subject to Law. This Agreement is made subject to the provisions of the ordinances of the City, as amended, and all applicable state and federal laws.
- C. Interpretation. This Agreement shall not be construed against the drafting party.
- D. Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- E. Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- F. Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- G. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

If intended for City, to:

City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118
Attn: City Manager
Facsimile: (817) 616-3803

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Betsy Elam
Facsimile: (817) 332-4740

If intended for Developer, to:

Skorburg Retail Corporation
8214 Westchester Dr. Ste. 900
Dallas, TX 75225
Attn: Bryan Holland
Facsimile: (214) 888-8854

H. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

I. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

SECTION 17. EFFECTIVE DATE.

This Agreement shall become effective upon the last to occur of the execution of the Agreement by all parties.

**TAX INCREMENT FINANCING REINVESTMENT ZONE
NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS**

By: _____

Name: _____
Board President

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Board President of Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

SKORBURG RETAIL CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of Skorburg Retail Corporation, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

SCHEDULE OF EXHIBITS:

Exhibit A – Description of Property

Exhibit B – Site Plan

Exhibit C – Public Improvements

Memorandum

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

From: Scott Mitchell, Director of Neighborhood Services

Date: January 10, 2022

Subject: Street, Curb and Gutter Repair Unit Price Contract

Agenda Item:

Consider award of bid for street, curb and gutter repair unit price contract to Reliable Paving, Inc.

Background Information:

With workforce challenges affecting the Public Works Department, staff has been utilizing private vendors to complete some projects traditionally done by Public Works staff. In order to help expediate the completion of projects, staff created a unit price contract for routine pavement work such as permanent street patching, curb and gutter replacement and small area pavement repairs. The unit price contract also standardizes the costs for these projects vs. quoting each individual project as it comes up. The City utilizes similar contracts from other government entities and, as the primary contract holder, would allow other agencies to utilize this contract as well.

The unit price contract was bid on November 17, 2021. Unit prices were based on industry standard units: linear feet, square feet, cubic yards, etc. depending on the work to be performed. The bid also required vendors utilize NCTCOG standards for all pavement work. Four (4) bids were received, and they ranged from a high bid of \$2,188,552.00 to a low bid of \$675,645.00. Reliable Paving, Inc. was the low bidder. The bid totals received are for determining bid rankings only and do not reflect a contract amount to be awarded. The total contract amount will vary depending on the various task order assignments requested.

Based on the bids received, references provided and previous experience with the City, staff recommends awarding the contract to Reliable Paving, Inc. as the best value bid. The unit price contract will extend through the remainder of FY 2022 (September 30, 2022), with the intent to bid a new unit price contract for FY 2023 should the program prove to be successful.

The services covered by this contract are not intended to replace the normal maintenance activities of the Public Works' crews (crack sealing, small pothole repair, water line cleaning, small water main break/leak repair, sewer line back-ups and spot repairs, etc.). Although the City is currently utilizing contractors for many of these activities, we will resume providing these services internally when staffing levels are recovered.

Financial Considerations:

The unit price contract is based on task order assignments. Assignments could be in the range of \$1,000 for small simple repairs and up to \$50,000 or \$100,000 for complex projects. The contract is written with a "not to exceed" limit of \$500,000 combined total of all task order assignments. Funding for street, curb and gutter repairs is approved through the annual budget process and expenditures would be based on annual allocations.

Legal Review:

The bid document was reviewed by the City Attorney

Board/Citizen Input:

N/A

Attachments:

Bid Document
Bid Tabulations
Recommendation Letter from Halff Engineering

Council Action Requested:

Motion to award street, curb and gutter repair unit price contract to Reliable Paving, Inc.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Reliable Paving, Inc.
1903 Peyco Dr.
Arlington, TX 76001

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Casualty Company
PO Box 145496
Cincinnati, OH 45250

OWNER:

(Name, legal status and address)
City of Richland Hills

BOND AMOUNT: \$ Five (5%) of Bid Amount

PROJECT:

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

FY 2022 Street Unit Price Contract

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

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

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

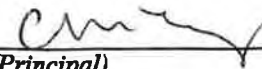
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Signed and sealed this 8th day of December, 2021


(Witness)


(Witness) Secretary


(Principal)


(Title)


(Surety)

David S. Salavitch, Attorney in Fact
(Title)



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Salavitch; Luke P. Sealer; Robert L. Cox, II and/or Samuel J. Sealer

Of Lees Summit, Missouri their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to

One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Senior Vice President this 19th day of December, 2018.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY



Stephen A. Vestre

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 8th day of December, 2021



Ed H.

BID PROPOSAL FOR
FY 2022 STREETS UNIT PRICE CONTRACT
FOR THE
CITY OF RICHLAND HILLS, TEXAS

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

Date: 12/8/2021

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

FOR: FY 2022 STREETS UNIT PRICE CONTRACT

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

RH2022STREET Richland Hill 2022 Streets Steven 12/08/2021 12:14 PM

BID PROPOSAL

BidItem	Description	Quantity	Units	Unit Price	Bid Total
11	Mob & Site Prep (\$0 - \$ 10,000 work order)	1.000	LS	775.00	775.00
12	Mob & Site Prep (\$10,001 - \$ 25,000 work order)	1.000	LS	1,550.00	1,550.00
13	Mob & Site Prep (\$25,001 - \$ 50,000 work order)	1.000	LS	5,500.00	5,500.00
14	Mob & Site Prep (\$50,001 - \$ 100,000 work order)	1.000	LS	9,100.00	9,100.00
15	Mob & Site Prep (\$100,001 - \$ 500,000 work order)	1.000	LS	28,200.00	28,200.00
21	Construction Staking (\$0 - \$ 10,000 work order)	1.000	LS	600.00	600.00
22	Construction Staki (\$10,001 - \$ 25,000 work order)	1.000	LS	1,800.00	1,800.00
23	Construction Staki (\$25,001 - \$ 50,000 work order)	1.000	LS	2,400.00	2,400.00
24	Construction Staki (\$50,001 - \$100,000 work order)	1.000	LS	3,600.00	3,600.00
25	Construction Staki (\$10,001 - \$500,000 work order)	1.000	LS	7,200.00	7,200.00
31	Traffic Control 0 to 5 days	5.000	DAYS	180.00	900.00
32	Traffic Control 6 to 10 Days	10.000	DAYS	150.00	1,500.00
33	Traffic Control 11 - 20 days	20.000	DAYS	150.00	3,000.00
34	Traffic Control 21 - 40 days	40.000	DAYS	150.00	6,000.00
41	Rem Exist Asphalt 0 - 40 SF	1.000	LS	1,500.00	1,500.00
42	Rem Exis Asphalt 41 - 150 SF	150.000	SF	15.00	2,250.00
43	Rem Exist Asphalt 151 - 500 SF	500.000	SF	5.00	2,500.00
51	Rem Conc Paving 0 - 40 SF	1.000	LS	1,100.00	1,100.00
52	Rem Conc Paving 41 - 150 SF	150.000	SF	13.00	1,950.00
53	Rem Conc Paving 151 - 500 SF	500.000	SF	7.00	3,500.00
61	Rem Conc Driveways 0 - 40 SF	1.000	LS	980.00	980.00
62	Rem Conc Driveways 41 - 150 SF	150.000	SF	13.00	1,950.00
63	Rem Conc Driveways 151 - 500 SF	500.000	SF	6.00	3,000.00
71	Rem C & G 0 - 40 LF	1.000	LS	1,300.00	1,300.00
72	Rem C & g 41 - 200 LF	200.000	LF	13.00	2,600.00
73	Rem C & G 201 - 500 LF	500.000	LF	10.00	5,000.00
74	Rem C & G 501 - 1000 LF	1,000.000	LF	9.00	9,000.00
81	Unclass Street Exc 0 200 CY	1.000	LS	6,000.00	6,000.00
82	Unclass Street Exc 201 - 500 CY	500.000	CY	25.00	12,500.00
83	Unclass Street Exc 501 - 2000 CY	2,000.000	CY	22.00	44,000.00
84	Unclass Street Exc 2001 - 5000 CY	5,000.000	CY	21.00	105,000.00
91	Block Sod 0 - 100 SY	1.000	LS	1,800.00	1,800.00
92	Block Sod 101 - 250 SY	250.000	SY	15.00	3,750.00
93	Block So 251 - 1000 SY	1,000.000	SY	12.00	12,000.00

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
101	Hydromulch Seeding 0 - 100 sy	1.000	LS	1,800.00	1,800.00
102	Hydromulch Seeding 101 - 250 SY	250.000	SY	6.00	1,500.00
103	Hydromulch Seeding 251 - 1000 SY	1,000.000	SY	5.00	5,000.00
111	6" Grade A Flexbase 0 - 40 SY	1.000	LS	4,200.00	4,200.00
112	6" Grade A Flexbase 41 - 150 SY	150.000	SY	55.00	8,250.00
113	6" Grade A Flexbase 151 - 500 SY	500.000	SY	27.00	13,500.00
121	4" HMAC type B 0 - 40 SY	1.000	LS	2,900.00	2,900.00
122	4" HMAC Type B 41 - 150 SY	150.000	SY	38.00	5,700.00
123	4" HMAC Type B 151 - 500 SY	500.000	SY	30.00	15,000.00
131	2" HMAC Type D 0 - 40 SY	1.000	LS	2,000.00	2,000.00
132	2" HMAC Type D 41 - 150 SY	150.000	SY	28.00	4,200.00
133	2" HMAC Type D 151 - 500 SY	500.000	SY	18.00	9,000.00
141	6" 4000 Psi Conc Paving 0 - 40 sy	1.000	LS	5,000.00	5,000.00
142	6" 4000 Psi Conc Paving 41 - 150 SY	150.000	SY	94.00	14,100.00
143	6" 4000 Psi Conc Paving 151 - 500 SY	500.000	SY	74.00	37,000.00
151	6" 4000 Psi Conc D/way 0 - 40 sy	1.000	LS	3,000.00	3,000.00
152	6" 4000 Psi Conc D/way 41 - 150 SY	150.000	SY	75.00	11,250.00
153	6" 4000 Psi Conc D/way 151 - 500 SY	500.000	SY	74.00	37,000.00
161	6" V/G 0- 40 SY	1.000	LS	4,000.00	4,000.00
162	6" V/G 41 - 150 SY	150.000	SY	86.00	12,900.00
163	6" V/G 151 - 500 SY	500.000	SY	80.00	40,000.00
171	C & G 0 - 40 LF	1.000	LS	3,900.00	3,900.00
172	C & G 41 - 200 LF	200.000	LF	57.00	11,400.00
173	C & G 201 - 500 LF	500.000	LF	47.00	23,500.00
174	c & G 501 - 1000 LF	1,000.000	LF	45.00	45,000.00
181	Water Valve Pad 1 - 2	2.000	EA	600.00	1,200.00
182	Water Valve Pads 3 - 5	5.000	EA	480.00	2,400.00
183	Water Valve Pads 7 - 10	10.000	EA	420.00	4,200.00
191	MH Pad 1 - 2	2.000	EA	960.00	1,920.00
192	MH Pad 3 - 5	5.000	EA	840.00	4,200.00
193	MH Pad 7 - 10	10.000	EA	720.00	7,200.00
201	Ajust Valve Stacks 1 - 2	2.000	EA	600.00	1,200.00
202	Adjust Valve Stacks 3 - 5	5.000	EA	480.00	2,400.00
203	Adjust Valve Stacks 7 - 10	10.000	EA	360.00	3,600.00

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
211	Ajust MH 1 - 2	2.000	EA	1,500.00	3,000.00
212	Adust MH 3 - 5	5.000	EA	1,320.00	6,600.00
213	Adjust MH 7 - 10	10.000	EA	1,200.00	12,000.00
221	Silt Fence 0 - 40'	40.000	LF	14.00	560.00
222	Silt Fence 41 - 100'	100.000	LF	10.00	1,000.00
223	Silt Fence 101 - 500'	500.000	LF	5.00	2,500.00
224	Silt Fence 501 - 1000'	1,000.000	LF	4.00	4,000.00
231	Inlet Protection 1 - 2	2.000	EA	480.00	960.00
232	Inlet Protection 3 - 5	5.000	EA	360.00	1,800.00
Bid Total					\$675,645.00

**PROPOSAL FOR
FY 2022 STREETS UNIT PRICE CONTRACT**

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

Addendum No. 1 Date Received 12/2/ 2021
Addendum No. 2 Date Received _____ 2021

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

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him. Work will be completed as assigned. Total time allowed for each task order will vary depending the project. This contract is good through the duration of Richland Hills FY 2022, September 30, 2022.

Enclosed with this proposal is a certified check or cashier's check or bid bond payable to the CITY OF RICHLAND HILLS in the amount of five percent (5%) of the maximum contract amount of \$500,000.00, which is to become the property of the CITY OF RICHLAND HILLS, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: CH
Company: RELIABLE PAVING, Inc
Address: 1903 N. Psycho
Artesian, Tx. 76001
Email: steven@reliablepaving.com
Phone: 817 467 0779
Mobile: 817 988 6926
Fax: 817 467 9148

**SEAL
If Bidder is
Corporation**

Submitted By RELIABLE PAVING, Inc
(Corporation) (Co-Partnership) (Individual)
Doing Business As RELIABLE PAVING, INC

STANDARD FORM OF AGREEMENT

BIDDERS QUALIFICATION STATEMENT

Project: FY 2022 STREETS UNIT PRICE CONTRACT

Contractor: RELIABLE PAVING, INC

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

Name: CHARLES M. LONG Partner: _____

Title: PRESIDENT Title: _____

Address: 1903 Payco Address: _____

City: ARLINGTON City: _____

State & Zip: TX 76001 State & Zip: _____

Phone: 817 467 0779 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. TEXAS - May 1995

Location of Principal Office: 1903 N. Payco Dr, ARLINGTON, TX. 76001

Contact and Phone at Principal Office: STEVEN LANCASTER

Liability Insurance Provider and Limits of Coverage: ATTACHED COPY OF COI

Workers Compensation Insurance Provider: ATTACHED COPY OF COI

Surety (Performance and Payment): THE CINCINNATI CASUALTY COMPANY

Address: P.O. Box 145496 CINCINNATI, OH. 45250

Contact and Phone: DAVID S. SALAVITCH 816 674 8067

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

Superintendent Name

Backup Superintendent Name

To Be Determined Based on Size of Project

SEE ORGANISATIONAL CHART

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

Superintendent

Backup Superintendent

Total Number of Employees to be Associated with this Job: _____

Managerial _____ Administrative _____ Professional _____

Skilled _____ Semi-Skilled _____ Other _____

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

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

All Demo, Disturbance, Asphalt + Concrete work

Access to Tools and Equipment: Percent Owned 95 Percent Rented 5%.

Number of Years in Business as a Contractor on Above Types of Works: 27

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

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

Use additional sheets if needed.

Type of Work

Sub-Contractor

TRAFFIC CONTROL

CROSSROADS L.P.

SOS

VARIOUS

EROSION CONTROL

PRO-TEX

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

Type of Equipment

Make

Model

Age (years)

SEE ATTACHMENT

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

1. Project: See Attached
- Current Status: _____
- Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____
- Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____
- Project Description: _____
- Owner/Agency: _____
- Year Built: _____ Contract Price: _____
- Contact Person: _____ Phone: _____
2. Project: _____
- Current Status: _____
- Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____
- _____
- _____
- _____

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

6. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

7. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

8. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

9. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

10. Project: _____

Current Status: _____

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

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

Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

Trade references (List Company, Address, Contact Person, and Phone):

BARNSCO - MITCH LEWIS 214 677 8881
COWTOWN RADI MIX - MAX ULRICH 817 454 2371
RENTAL ONE - GILAS ALVAREZ 817 684 5831

Bank References (List Institution, Address, Contact Person, and Phone)

WORTHINGTON NATIONAL BANK
MICHAEL SARRETTA 200 W. MAIN ST.
817 303 1235 ARLINGTON, TX. 76010

Claims and Suits (if the answer to any of the following questions is yes, please attached details):

1. Has your organization ever failed to complete any work awarded to it? No
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? No
3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? No
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

I, being duly sworn deposes and says that the information

Provided herein is true and sufficiently complete so as not to be misleading.

Date this 8th day of December, 20 21.

Name of
Organization: RELIABLE PAVING, Inc

By: [Signature]

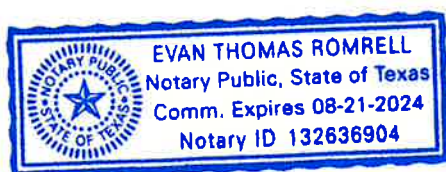
Title: CHARLES M. LONG - PRESIDENT

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME the undersigned authority, on this day personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of DEC., 20 21.



[Signature]
Notary Public in and for TARRANT County, Texas



1903 N. Peyco • Arlington, Texas 76001
Phone (817) 467-0779 • FAX (817) 467-9148

Reliable Paving Resume

I have attached various references and prequalification for the City of Fort Worth and City of Arlington

We are a construction company that has been in business as a corporation since 1990

We are a multi-purpose Construction company with four major divisions

Paving and City Street reconstruction - Performing both asphalt and concrete street and Parking paving with our own forces. Turn over around \$20,000,000.00 per year

We are also involved in commercial foundation, paving and tilt wall construction, about 80% with our own forces. Turn Over around \$ 10,000,000.00 per year

Minor Concrete & asphalt Repairs, ADA improvements, Seal Coats and Striping with our own forces. Turn Over around \$ 5,000,000.00 per year

We also Design Build Mini Storage Projects Turn Key for a Client out of California, about 70% with our own forces. Turn Over anticipated around \$ 50,000,000.00 this year

- 1 We have never failed to complete work awarded to us.
- 2 We do not have any judgements, claims or arbitration proceedings or suits pending or outstanding
- 3 See attached Reference Sheets of both Asphalt and Concrete street projects

Yours Truly,

A handwritten signature in blue ink, appearing to read 'SL', is written over a horizontal line.

Steven Lancaster
Project Engineer
For Reliable Paving, Inc.



COMPLETED PROJECTS WITH REFERENCES

PROJECTS EXPERIENCE RECORD

Listed below are projects of similar scope and of equal or greater dollar amount that have been installed and are in operation within the past five (5) years.

NO.	OWNER / LOCATION	DESCRIPTION OF PROJECT	DATE OF CONTRACT	CONTRACT AMOUNT	CONTACT
1	City of Flowermound - Peters Colony Rd Roundabout	Street reconstruction and re-alignment of concrete Round-a-bouts, Turn lanes, Medians, Sidewalks, Curbs, Barrier Free Ramps, Signing, Striping and Landscaping.	Completed July 2020	\$1,205,174.00	Sabrina Zadow sabrina.zadow@flower-mound.com 972-874-6007
2	Collin County - Reconstruction of CR 317, 318, 324 & 325	Street reconstruction and Chipseal, Removal, Excavation and Grading of of existing subgrade with installation of Flexbase.	Completed October 2020	\$1,931,933.00	Gina Zimmer 972-548-4694
3	City of Mansfield - Misc Concrete Roadway Rebuilds 2019	Street reconstruction and Paving, Sidewalks, Curbs, Barrier Free Ramps, Signing and Striping.	Completed August 2020	\$966,620.00	David Boske 817-276-4208
4	City of Westworth Village - Alley Improvements	Street reconstruction and Paving, Sidewalks, Curbs, Barrier Free Ramps, Signing and Striping.	Completed October 2018	\$1,555,059.00	David Curwen/Brandy Barrett 817-710-2526
5	City of Aledo - 2019 Street Improvements	Asphalt Street Pavement Stabilization and resurfacing	Completed November 2019	\$472,510.00	Gretchen Vasquez 817-441-7016
6	City of White Settlement - Dale Lane Asphalt Street Improvements	Asphalt Paving and Street Reclamation	Completed November 2019	\$1,130,500.00	Eric Worley 817-247-5900

January 10, 2022

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Department of Public Works and Transportation

September 3, 2020

Reliable Paving, Inc.
Attn: Charles Long, President
1903 Peyco Drive North
Arlington, TX 76001

RE: Change in Prequalification Status

Dear Charles,

The Department of Public Works and Transportation has received your reapplication to be prequalified to perform additional work types in the City of Arlington. Our records indicate that your company is currently prequalified to perform the following type(s) of work:

- Asphalt Paving
- Auxiliary Lanes
- Channel Lining
- Concrete Structures
- Earthwork
- Miscellaneous Asphalt
- Miscellaneous Concrete
- Sidewalks
- Subgrade Preparation

Prequalified means you will not be required to resubmit a new application for the approved type(s) of work prior to performing any future work or projects. However, based on your work performance and quality of work, a re-evaluation of your prequalification status may be required at our discretion. You will be notified of any change in status.

Based on your recent reapplication, we have re-evaluated your status and your company is now temporarily prequalified to perform the additional type(s) of work indicated below.

- Concrete Paving – 2020 CDBG Hanover & Vanderbilt Rebuild, Project #PWST20002

The temporary status means you are prequalified to perform this work type on this project only. Your ability to work on this work type for future projects will be contingent on your performance, and the re-submittal and approval of a new prequalification status.

At this time, we are unable to prequalify your company for Gabions that you applied for. However, if you would like to resubmit your application upon acquisition of more experience in those areas, we will be glad to re-evaluate your status at that time.

If you have any questions concerning this matter, please call me at 817-459-6550.

Sincerely,

Josh Majors
Inspections Supervisor

c: Prequalification File



January 12, 2021

Reliable Paving
1903 Peyco Drive North
Arlington, Texas 76001
Attn: John A. Morris

RE: PREQUALIFICATION RENEWAL FOR PAVING PROJECTS
City of Fort Worth

Dear Mr. Morris

The City of Fort Worth Department of Transportation and Public Works has reviewed the material that you submitted for prequalification renewal to perform street paving in the City of Fort Worth. This letter is to advise you that Reliable Paving has been deemed qualified to bid upon and perform the following type(s) of street paving improvements:

Concrete Paving Construction/Reconstruction (Unlimited SY)

Asphalt/Concrete and Asphalt Maintenance (Unlimited

This prequalification is effective January 1, 2021 and your project bid limit is \$116,996,529.10 based upon the submitted financial statement. It shall remain in place for two (2) years as long as you remain in good standing with the City of Fort Worth. Prior to the end of the two years, you will be required to submit an updated financial statement for prequalification renewal consideration in accordance with the City specifications.

In the interim, if you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Lewis Gregory
Construction Manager
Transportation & Public Works Dept.

Cc: file

A Sample of Street Projects – Completed

- 1 City of White Settlement - Dale Lane Asphalt Street - 2019 \$909,935.00
 Also Cherry Lane Concrete Street Reconstruction – 2016 \$998,550.00
 Contact .Eric Worley 817 247 5900 April 2019

- 2 Haltom City Annual Contract
 Miscellaneous Concrete Repairs, Completed 2018 \$ 108,856.00
 Renewed for 2019 Completed in 2019 \$229,440.00
 Renewed for 2020
 Contact Brock Coleman 817 538 0159

- 3 City of Aledo – 2019 Street Improvements \$ 472,510.00
 Asphalt Streets Pavement Stabilization and surfacing
 Contact Gretchen Vasquez 817 441 7016 Completed November 2019

- 4 City of Pantego - Mistletoe Lane \$ 322,917.00
 Concrete Street Paving and Storm drains
 Contact Kyle Sugg 817 617 3726 December, 2019

- 5 Tarrant County Bedford Court Bedford \$ 441,193.00
 Street Reconstruction
 Contact Brad Hearn 817 850 7940 Sept, 2018
 In addition to this project we have carried out Street and Utility Improvement
 Projects under The Counties CDBG programs in the following Cities
 Bedford, Hurst, Richland Hills, Haltom City, Blue Mound, North Richland Hills,
 Watauga, Crowley, Benbrook and Forest Hills

- 6 City of Westworth Village – Alleyway Improvements - 2018/9 \$1,555,059.00
 Paving & Water Impr. Lyle, Strayley, Triff & KCP - 2018 \$1,827,716.00
 Casstevens Drive, Sidewalk and Sewer Line Impr. – 2017 \$\$ 269,290.00
 Paving, Drainage & Water on Aton, Tracyne & Seymore – 2013 \$816,016.00
 Contact David Curwen or Brandy Barrett, City Secretary 817 710 2526



January 10, 2022

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1903 N. Peyco • Arlington, Texas 76001
Phone (817) 467-0779 • FAX (817) 467-9148

References - Asphalt Projects

- 1 City of White Settlement
Contact: Eric Worley 817 247 5900
Dale Lane Reconstruction \$ 909,935.00
Asphalt Paving and Base Reclamation Completed April 2019
- 2 City of Aledo
Contact: Gretchen Vazquez 817 441 7016
2019 Paving Improvement Project \$ 453,400.00
Pulverize, Stabilize base & Asphalt Overlay Completed November 2019
- 3 City of White Settlement
Contact Brian Darby 817 307 1228
Clifford Street Reconstruction \$ 2,420,937.00
Sanitary Sewer, Base Stabilized & Asphalt Paving Completed January 2021
- 4 City Alvarado
Contact Billy Bob Slater 817 933 1105
Jessup Street Rehabilitation \$ 652,360.00
Replace Water Main, Mill Stabilize & Overlay Completed March 2020
- 5 City of Waxahachie
401 S. Rogers Street
Waxahachie, TX. 75165 Waxahachie Sports Complex. Parking Lots
Phase I Parking lots \$ 442,238.00 Completed May 2018
Phase II Parking Lots \$ 317,675.00 Completed October 2019
Contact Misty Christian P.E. misty.christian@kimley-horn.com 817 335 6511



1903 N. Peyco Drive • Arlington, Texas 76001
Phone (817) 467-0779 • Fax (817) 467-9148

Personnel

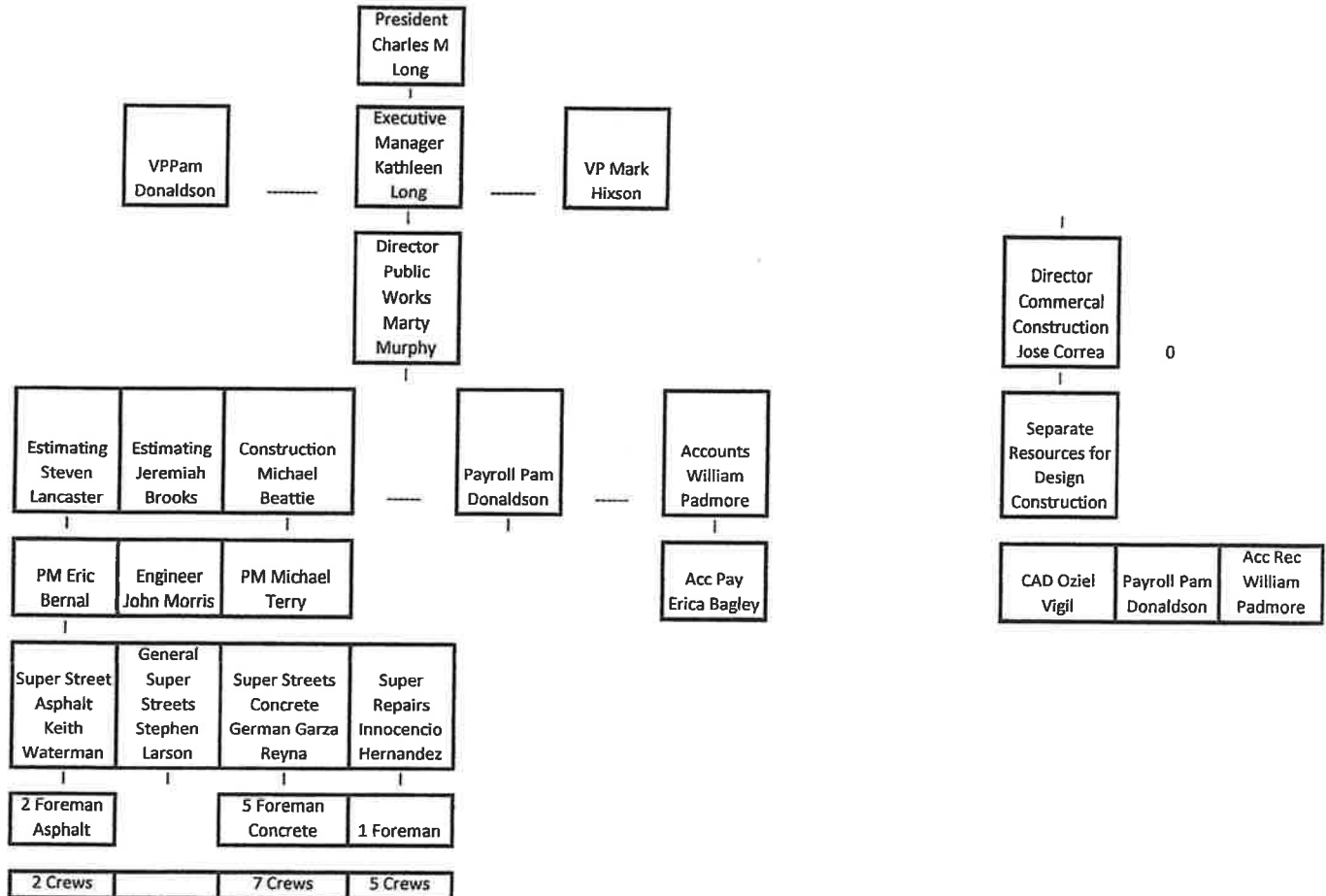
Charles M Long	President	Started construction company in 1983
Kathleen Long	Executive Manager	Started the company with husband
Pamela Donaldson	VP	Payroll and legal
Mark Hixson	VP	Financial officer, Part time
William Padmore	Accounts Receivable	Previously US Army
Erica Larson	Accounts Payable	Property management and accounts
John Morris, PE	Engineer	Certified Engineer, since 1985
Marty Murphy	Director	Public Works Division, PM since 2005
Michael Beattie	Senior Construction PM	Public Works Division, PM since 2008
Jeremiah Brooks	Estimator / PM	Public Works Division
Steven Lancaster	Estimator / PM	Construction Management since 1979
Stephen Larson	PM/Superintendent	Street Construction since 1998
Michael Terry	Superintendent	14 Years Street Construction Experience
Keith Waterman	Asphalt Superintendent	22 years Construction Experience
German Garza Reyna	Concrete Superintendent	12 years construction Experience
Al Mathews	Asphalt Super	19 years Asphalt Experience
Gerardo Cortez Jnr.	Forman, Concrete	Trained as finisher, operator, foreman
Inocencio Hernandez	Superintendent	Started as Concrete hand in 1996 and promoted
Eric Bernal	PM	Streets Construction Superintendent

Repairs and Maintenance Division, Operators, Artisans and labor force of 35+



1903 N. Peyco Drive • Arlington, Texas 76001
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Organisational Chart





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Subcontractors List for Street Projects

Utilities

- 1 Tejas Commercial Construction
- 2 GM Utilities and Concrete

Traffic Control

- 1 Crossroads

Erosion Control

- 1 ProTex Environmental

Road Signs and Striping

- 1 Crossroads
- 2 Metroplex Pavement Marking

Street Lights

- 1 Bean Electric
- 2 Durable Specialties

Master Equipment List



	Code	Description	Serial #	Group
1	104	104 [1991 C&S Double Ramp]	44ZFM2021MT055469	8LWBYTRLR
2	1226	1226 [1997 International 4900	1HTSHAAR8VH441536	8TNDTRUCK
3	123	123 [2000 Leeboy Tack Tank]	L2505001796	8CRKFLPOT
4	1239	1239 [2008 Chevrolet 3500HD]	1GBJC39K38E169739	8HDPICKUP
5	1240	1240 [2008 Chevrolet 3500HD]	1GBJC39K18E157203	8HDPICKUP
6	1242	1242 [2008 Chevrolet 3500HD]	1GBJC33K48F179389	8HDPICKUP
7	1247	1247 [1997 International 4900	1HTSHAAR1VH401380	8TNDTRUCK
8	1253	1253 [2012 Chevrolet 1500]	1GCRCREA5CZ155017	8LDPICKUP
9	1257	1257 [2013 Chevrolet 3500HD]	1GC4C0C8XDF172288	8HDPICKUP
10	1260	1260 [2014 Chevrolet 3500HD]	1GB4CZCG2EF146947	8HDPICKUP
11	1263	1263 [2014 Chevrolet 1500]	1GCNCREH8EZ287963	8LDPICKUP
12	1264	1264 [2000 Ford F750 Dump Tru	3FEXF75N2YMA00110	8TNDTRUCK
13	1265	1265 [1994 International 4900	1HTSHAAR8RH58476	8TNDTRUCK
14	1266	1266 [1994 International 4900	1HTSHN2R4RH547994	8TNDTRUCK
15	1267	1267 [1991 International 8200	1HSHGADR7MH333100	8TTTRUCK
16	1268	1268 [2005 Ford F750 Water Tr	3FRXF75E95V202427	8SMWTRTRK
17	1269	1269 [2015 Chevrolet 3500HD]	1GB4CYC86FF586576	8HDPICKUP
18	1270	1270 [2015 Chevrolet 3500HD]	1GB4CYCG6FF573740	8HDPICKUP
19	1271	1271 [2015 Chevrolet 3500HD]	1GB4CYCG7FF537832	8HDPICKUP
20	1272	1272 [2015 Chevrolet 3500HD]	1GC4CYCG7FF553489	8HDPICKUP
21	1273	1273 [2014 Chevrolet 1500]	1GCRCREC2FZ359277	8LDPICKUP
22	1274	1274 [2016 International 7000	3HAWGSTR7GL277278	8TNDTRUCK
23	1275	1275 [2015 Chevrolet 1500]	1GCRCREC5FZ363100	8LDPICKUP
24	1276	1276 [2010 JLG 449 Drop Deck	5DYAA41L6AC004842	8LWBYTRLR
25	1279	1279 [2016 Chevrolet 3500HD]	1GC4CYCG8GF107742	8HDPICKUP
26	1280	1280 [2016 Chevrolet 3500HD]	1GC4CYCG1GF107873	8HDPICKUP
27	1281	1281 [2016 Chevrolet 3500HD]	1GC4CYCG7GF115301	8HDPICKUP
28	1282	1282 [2016 Chevrolet 3500HD]	1GC4CYCG2GF157245	8HDPICKUP
29	1283	1283 [2016 Chevrolet Colorado	1GCGSCE32G1229443	8LDPICKUP
30	1284	1284 [2016 Chevrolet 3500HD]	1GC4CYCG0GF156692	8HDPICKUP
31	1285	1285 [2016 Chevrolet 1500]	1GCRCREC3GZ180053	8LDPICKUP
32	1286	1286 [2007 Ford F750 Water Tr	3FRXF75E67V515602	8SMWTRTRK
33	1287	1287 [2016 Chevrolet Colorado	1GCGSCE36G1288849	8LDPICKUP
34	1288	1288 [2016 Chevrolet Colorado	1GCGSCE35G1308010	8LDPICKUP
35	1289	1289 [2016 Chevrolet Colorado	1GCGSCE37G1317422	8LDPICKUP
36	1290	1290 [2016 Freightliner 122SD	3AKJGND62GDHE4672	8TTTRUCK
37	1291	1291 [2016 Freightliner 114SD	1FVHG3DV9GHHF5586	8TNDTRUCK
38	1292	1292 [2016 Freightliner 114SD	1FVHG3DVXGHHV2412	8TNDTRUCK
39	1293	1293 [2006 Freightliner M2 Wa	1FVACXCS96HV81983	8SMWTRTRK
40	1294	1294 [2017 Chevrolet Tahoe]	1GNSKBKC9HR151438	
41	130	130 [2001 Belshe Utility Trai	16JF0162511035806	816FTTRLR
42	1302	1302 [2005 Mack CV533 Mixer]	1M2AG05CX5M001039	8MIXERTRK
43	1303	1303 [2016 Mack GU813 Cement	1M2AX13C7GM0314966	8MIXERTRK
44	1306	1306 [2017 Chevrolet 1500]	1GCNCNEH2HZ136419	8LDPICKUP
45	1307	1307 [2017 Chevrolet 1500]	3GCPSEC6HG308074	8LDPICKUP
46	1308	1308 [2017 Chevrolet 1500]	3GCPSEC7HG301750	8LDPICKUP
47	131	131 [2001 Belshe Utility Trai	16JF0162921036703	816FTTRLR

Master Equipment List

48	1311	1311 [2013 Ford F450 W/ Servi	1FDUF4HY9DEA24657	8SERVTRK
49	1314	1314 [2017 Chevrolet Colorado	1GCGSBENXH1233477	8LDPICKUP
50	1315	1315 [2017 Chevrolet Colorado	1GCGSBEN5H1237341	8LDPICKUP
51	1318	1318 [2017 Chevrolet 2500HD]	1GC2CUEG3HZ364076	8HDPICKUP
52	1319	1319 [2017 Chevrolet 2500HD]	1GC2CUEG3HZ374316	8HDPICKUP
53	132	132 [2001 Belshe Utility Trai	16JF0162621036707	816FTTRLR
54	1320	1320 [2017 Chevrolet 2500HD]	1GC2CUEG6HZ378473	8HDPICKUP
55	1321	1321 [2018 Chevrolet 3500HD]	1GC4CYCG7JF142781	8HDPICKUP
56	1322	1322 [2018 Chevrolet 3500HD]	1GC4CYCG8JF141834	8HDPICKUP
57	1323	1323 [2018 Chevrolet 3500HD]	1GC4CYCG1JF143988	8HDPICKUP
58	1326	1326 [1999 Sterling Water Tru	2FZHRJAA4XAB40756	8SMWTRTRK
59	1327	1327 [2018 Chevrolet 2500HD]	1GC2CUEG9JZ220442	8HDPICKUP
60	1328	1328 [2018 Chevrolet 2500HD]	1GC2KUEG1JZ237108	8HDPICKUP
61	1329	1329 [2018 Chevrolet 2500HD]	1GC2KUEG0JZ238203	8HDPICKUP
62	133	133 [2001 Belshe Utility Trai	16JF0162821036711	816FTTRLR
63	1330	1330 [2018 Chevrolet 2500HD]	1GC2KUEG1JZ237903	8HDPICKUP
64	1331	1331 [2018 Chevrolet Colorado	1GCGSBEN3J1185911	8LDPICKUP
65	1332	1332 [2018 Chevrolet Tahoe]	1GNSKBKC3JR300299	
66	1333	1333 [2018 Chevrolet Silverad	1GCRCECXJZ351585	8LDPICKUP
67	1334	1334 [2019 Chevrolet Tahoe]	1GNSKBKC3KR107605	
68	1335	1335 [2019 Chevrolet Colorado	1GCGSBEN7K1107617	8LDPICKUP
69	1336	1336 [2019 Chevrolet Silverad	1GCPYFED6KZ113505	8LDPICKUP
70	1337	1337 [2019 Chevrolet Silverad	1GCPYFED1KZ138702	8LDPICKUP
71	1338	1338 [2019 Freightliner M2-10	1FVACWFC7KHKG5549	8LGWTRTRK
72	1339	1339 [2019 Ford F-550 Service	1FD0X5HT4KEC63536	8SERVTRK
73	1340	1340 [2018 Chevrolet Silverad	3GCPCREC6JG572474	8LDPICKUP
74	1341	1341 [2019 Chevrolet 3500 HD	1GB4KVCY2KF170942	8HDPICKUP
75	1342	1342 [2019 Chevrolet 3500 HD	1GB4KVCY0KF208877	8HDPICKUP
76	1343	1343 [2019 Chevrolet 1500]	3GCPWDEDXKG168372	8LDPICKUP
77	1344	1344 [2019 Chevrolet 3500 HD]	1GB4CVCY9KF204422	8HDPICKUP
78	1346	1346 2006 Ford F750 Water Trk	3FRXF75F36V232582	8MWTRTRK
79	1347	1347 2012 Peterbuilt Tractor	1XPHD4CD135203	8TTTRUCK
80	1348	1348 2012 Mack Tractor	1M1AW09YXCM019244	8TTTRUCK
81	1349	1349 2019 Chevy 2500HD	2GC2CREG6K1238713	8HDPICKUP
82	1350	1350 2019 Chevy 2500HD	2GC2CREG6K1241174	8HDPICKUP
83	139	139 [2004 Lonestar Utility Tr	1L9UR202X4V199095	816FTTRLR
84	140	140 [2004 Interstate Tilt Tra	1JKAPC3064M005525	8DUMPTRLR
85	142	142 [2004 Wylie Water Trailer	1W9TD13204P342696	8WATERTANK
86	144	144 [2005 Magnum 500 Gal. Wat	035114	8WATERTANK
87	146	146 [2005 Trailblazer Utility	5PKUTB6285W050093	816FTTRLR
88	147	147 [2005 Lonestar Utility Tr	1L9US18255V199123	816FTTRLR
89	148	148 [2005 Lonestar Utility Tr	1L9US20295V199109	816FTTRLR
90	150	150 [2005 Lonestar Utility Tr	1L9UR18205V199350	816FTTRLR
91	1505	1505 [2004 Wirtgen WR2000 Mil	03.WR.14014469.0023	8MIXERSM
92	1507	1507 [2006 John Deere 320 Ski	TOO320A132238	8SKIDSTEER
93	1510	1510 [KUBOTA L2800F-F Mower]	11419/7N0609	
94	1511	1511 [TEREX PT6000 Power Bugg	EX09HD368	8POWERBUGY
95	1514	1514 [2006 CAT 416E Back Hoe]	0416EP SHA00969	8BACKHOE
96	1516	1516 [2007 John Deere 27D Min	XFF027DX224821	8MINIEXCAVAT
97	1518	1518 [2008 John Deere 328 Ski	TOO328B126142	8SKIDSTEER
98	1522	1522 [Laymor 8HC Sweeper]	31782	8BROOM
99	1523	1523 [2007 John Deere 310SG B	TO310SG963108	8BACKHOE

Master Equipment List

100	1524	1524 [John Deere 35D Mini Exc	1FF035DXHBG266940	8MINIEXCAVAT
101	1526	1526 [Bomag BW202ADH-2 Smooth	101640620104	860SWROLLER
102	1529	1529 [GENIE S60 Boom Lift]	2314	8BOOMLIFT80
103	1530	1530 [2012 Lee Boy 8510B Asph	89890	8LGASPPAVER
104	1531	1531 [2015 CAT 262D Skid Stee	CAT0262DEDTB02655	8SKIDSTEER
105	1532	1532 [2015 CAT 262D Skid Stee	CAT0262DHDTB02718	8SKIDSTEER
106	1533	1533 [2015 CAT 262D Skid Stee	CAT0262DJDTB02050	8SKIDSTEER
107	1534	1534 [2015 CAT 262D Skid Stee	CAT0262DPDTB02644	8SKIDSTEER
108	1538	1538 [TEREX RS350 Mixer]	560191	8MIXERLG
109	1539	1539 [2011 John Deere 326D Sk	TO326DEKBG2085634	8SKIDSTEER
110	154	154 [2006 Lonestar Utility Tr	1L9UR18266V199046	816FTTRLR
111	1540	1540 [2011 John Deere 320D Sk	T0320DEHBG205543	8SKIDSTEER
112	1542	1542 [2006 Genie GTH-644]	GTH0606B-6491	8SKYTRAC10K
113	1543	1543 [2006 Skytrak 6042-6K]	160019155	8SKYTRAC6K
114	1544	1544 [2005 Laymor 8HC Sweeper	30525	8BROOM
115	1547	1547 [2002 Genie GS2668 Sciss	GS6841500	8SCSSRLIFT
116	1548	1548 [GENIE GS3384 Rough Terr	GS8407-41593	8SCSSRLIFT
117	1549	1549 [CAT D3GXL Dozer]	JMH01034	8D4DOZER
118	1550	1550 [Laymor 8HC Sweeper]	32655-012	8BROOM
119	1551	1551 [BOMAG MPH364R-2 Mixer]	901B23001619	8MIXERLG
120	1552	1552 [2006 SkyJack Scissor Li	262586	8SCSSRLIFT
121	1554	1554 [Shark 3500 PSI Power Wa	11038280-100027	8POWRWASHR
122	1556	1556 [Wacker R-12A Smooth Dru	5737299	860SWROLLER
123	1564	1564 [Mini Excavator 303CR Mi	BXT01490	8MINIEXCAVAT
124	1565	1565 [312C Excavator]	CAT0312CCDBN01190	832KEXCAVAT
125	1566	1566 [CAT 303C Mini Excavator	DMA01317	8MINIEXCAVAT
126	1568	1568 [2006 Genie GS1530 Sciss	GS3006A-86148	8SCSSRLIFT
127	1569	1569 [2006 Genie GS1530 Sciss	CS3006B-81956	8SCSSRLIFT
128	1570	1570 [John Deere 319D Skid St	1T0319DJKA0194191	8SKIDSTEER
129	1571	1571 [2006 Genie GTH-644 6K B	GTH0606B-6490	8SKYTRAC10K
130	1573	1573 [2006 TEREX TH644C Teleh	TH0606A-8239	8TELEHAND
131	1574	1574 [2006 TEREX TH842C teleh	TH0806A-8225	8TELEHAND
132	1575	1575 [2007 Genie S40 Boom Lif	S4007-12477	8BOOMLIFT40
133	1576	1576 [2007 GENIE GS3246 Sciss	GS4607-82990	8SCSSRLIFT
134	1578	1578 [Genie S-40 Boom Lift]	S4007-14013	8BOOMLIFT40
135	1579	1579 [2011 John Deere 323D Sk	1T0323DALB0201837	8SKIDSTEER
136	1580	1580 [2016 Doosan DL200 Load	DWGCWLBPRPF1010013	8LGRTLDR
137	1581	1581 [CAT 12M2 Motor Grader]	OR9S00122	8LGMTRGRDR
138	1585	1585 [Terramite 8' Ride on Br	15025BD01	8BROOM
139	159	159 [2007 Lonestar Utility Tr	1L9UR18257V199010	816FTTRLR
140	1590	1590 [2012 CAT TL943C Telehan	THH00163	8TELEHAND
141	1591	1591 [2013 CAT D4K Dozer]	KMM00258	8D4DOZER
142	1592	1592 [TEREX TA3 Power Buggy]	SLBDNNKOE94NJ1397	8POWERBUGY
143	1593	1593 [CAT 414E Box Blade]	G4D15740	8BOXBLADE
144	1594	1594 [2012 D6T Dozer]	CAT00D6THZJB00451	8D6DOZER
145	1595	1595 [2014 CAT D4K2 XL Dozer	CAT0D4K2CKMM00438	8D4DOZER
146	1598	1598 [2007 JLG G6-42A Telehan	0160025611	8TELEHAND
147	1599	1599 [CAT TH580B Telehandler]	CATTH580CSLH00471	8TELEHAND
148	160	160 [2007 Lonestar Utility Tr	1L9UR20277V199026	816FTTRLR
149	1600	1600 [2011 JLG 6042 Telehandl	0160041114	8TELEHAND
150	1601	1601 [Caterpillar320FL Excava	YBM00412	872KEXCAVAT
151	1602	1602 [CAT D4K Dozer]	OKM202341	8D4DOZER

Master Equipment List

152	1604	1604 [2008 CAT D4K XL Dozer]	CAT00D4KAMMM00244	8D4DOZER
153	1606	1606 [2017 CAT 262D Skid Stee	ODTB07390	8SKIDSTEER
154	1607	1607 [2017 CAT 262D Skid Stee	ODTB07361	8SKIDSTEER
155	1608	1608 [2017 CAT 262D Skid Stee	ODTB07399	8SKIDSTEER
156	1609	1609 [2017 CAT 262D Skid Stee	ODTB07392	8SKIDSTEER
157	161	161 [2007 Ranger Utility Trai	46UFU121771109433	816FTTRLR
158	1610	1610 [2004 HEM 12_27 Concrete	808103	8SLIPFORMLG
159	1611	1611 [2014 HEM TC1200 Paver B		8SLIPFORMSM
160	1612	1612 [Genie GR20 Man Lift]	GR10-16305	8SCSSRLIFT
161	1613	1613 [Genie S80 Boom Lift]	S80-2543	8BOOMLIFT80
162	1614	1614 [2012 Bobcat 324M Mini E	AKY522556	8MINIEXCAVAT
163	1616	1616 [2018 John Deere 35G Min	1FF035GXCHK281507	8MINIEXCAVAT
164	1617	1617 [2018 John Deere 35G Min	1FF035GXEHK280727	8MINIEXCAVAT
165	1618	1618 [2018 John Deere 35G Min	1FF035GXVHK281502	8MINIEXCAVAT
166	1619	1619 [2018 CAT D5K Dozer]	OKW203146	8D6DOZER
167	162	162 [2007 Lonestar Utility Tr	1L9UR18296V199378	816FTTRLR
168	1620	1620 [2014 CAT 259D Skid Stee	CAT0259DVFTL01800	8SKIDSTEER
169	1621	1621 [2014 CAT 279D Skid Stee	CAT0279DCGTL02790	8SKIDSTEER
170	1622	1622 [2006 CAT TH360B Telehan	CATTH360KSLE04774	8TELEHAND
171	1624	1624 [2018 John Deere 325G Sk	1T0325GKCJJ331131	8SKIDSTEER
172	1625	1625 [2018 John Deere 325G Sk	1T0325GKHJJ331420	8SKIDSTEER
173	1626	1626 [2018 John Deere 325G Sk	1T0325GKVJJ330666	8SKIDSTEER
174	1627	1627 [2018 John Deere 325G Sk	1T0325GKCJJ330982	8SKIDSTEER
175	1628	1628 [2018 Doosan DL220-5 Loa	DWGCWLCXCH1010199	8LGRTLDR
176	163	163 [2008 Pace Box Trailer]	47ZFB122X8X054793	8BOXTRLR
177	1630	1630 [CAT P8000 Forklift]	AT4000424	8FORKLIFT
178	1631	1631 [2008 Terex RS-425C Recl	526333	8MIXERLG
179	1632	1632 [2011 Bobcat E42M Mini	AG3412017	8MINIEXCAVAT
180	1633	1633 [2014 bobcat T590 Skid S	ALJU12514	8SKIDSTEER
181	1634	1634 [2003 Grove RT530E Crane	223560	8CRANE
182	1635	1635 [2019 John Deere 325G Sk	1T0325GKHJJ342904	8SKIDSTEER
183	1636	1636 [2019 John Deere 325G Sk	1T0325GKEJJ343097	8SKIDSTEER
184	1637	1637 [2019 John Deere 331G Sk	1T0331GKJJF337932	8SKIDSTEER
185	1638	1638 [2019 John Deere 331G Sk	1T0331GKJJF338112	8SKIDSTEER
186	1639	1639 [2019 Caterpillar 926M L	0LTE05954	8LGRTLDR
187	1640	1640 [2019 John Deere 325G Sk	1T0325GKTKJ345923	8SKIDSTEER
188	1641	1641 [2019 John Deere 325G Sk	1T0325GKCKJ345930	8SKIDSTEER
189	1642	1642 [2019 CAT 320 Excavator]	CAT00320EHEX10703	872KEXCAVAT
190	1643	1643 [2015 Volvo 7170 Asphalt	387048	8LGASPPAVER
191	1644	1644 [Laymor 8HC Sweeper]	33705	8BROOM
192	1645	1645 [Laymor 8HC Sweeper]	34311	8BROOM
193	1646	1646 [2014 Bobcat T590 Skid S	ALJU12979	8SKIDSTEER
194	1647	1647 [Laymor SM300 Sweeper]	34314	8BROOM
195	1648	1648 [2013 Genie GTH-1056 Tel	GTH1013-17759	8TELEHAND
196	1649	1649 [2013 MEC 1684RT Scissor	12800043	8SCSSRLIFT
197	1651	1651 [Laymor SM300 Sweeper]	35087	8BROOM
198	1653	1653 [2015 Skytrak/ JLG 10042	160067667	8TELEHAND
199	1654	1654 [Laymor SM300 Sweeper]	34545	8BROOM
200	166	166 [2007 Lonestar Utility Tr	1L9UR18287V199244	816FTTRLR
201	1660	2012 Mitsubishi Forklift	VINAF17D3200	8FORKLIFT
202	1661	1661 2011 Komatsu FG25T-16	A224494	8FORKLIFT
203	1662	1662 2014 BOBCAT T550	AJZV11459	8SKIDSTEER

Master Equipment List

204	1663	1663 2015 BOBCAT T590	ALJU15553	8SKIDSTEER
205	1664	1664 2015 BOBCAT T750	ATF614431	8SKIDSTEER
206	167	167 [1992 Dorsey 28 FT. Box T	1DTV94C10NA205513	8BOXTRLR
207	172	172 [2006 Ranger Utility Trai	46UFU121761107454	816FTTRLR
208	173	173 [North Star Power Washer]	4K1PT4C14EK003960	8POWRWASHR
209	174	174 [2010 Crack Pro CP260 Cra	1S9P31722A0420001	8CRKFLPOT
210	176	176 [Leeboy L250 Crack Sealer	189AA111981309566	8CRKFLPOT
211	177	177 [Ingersoll Rand light Tow	394071UK RC13	8LIGHTTWR
212	178	178 [2016 Anderson Drop Deck	4YNBN1223GC077350	8LWBYYTRLR
213	179	179 [2008 Allmand Light Tower	0248RR008	8LIGHTTWR
214	180	180 [2011 Felling Utility Tra	5FTTH1829B1037097	816FTTRLR
215	181	181 [2008 Wylie 500 Gal. Wate	5VUTW13248L000137	8WATERTANK
216	184	184 [2010 Best Tilt Trailer]	1B9TB2121B1245574	8DUMPTRLR
217	185	185 [2011 Allmand light Tower	0492MXL11	8LIGHTTWR
218	186	186 [Terex RL4 Light Tower]	4ZJSA1411F1000376	8LIGHTTWR
219	187	187 [2004 Wabash 48ft Box Tra	1JJV482W84L877194	8BOXTRLR
220	188	188 [2004 Wabash 48ft Box Tra	1JJV482WX4L877195	8BOXTRLR
221	189	189 [2004 Wabash 48ft Box Tra	1JJV482W54L877203	8BOXTRLR
222	190	190 [2000 Reed C50HP Concrete	30011818	
223	191	191 [2002 Stoughton 53 ft. Bo	1UYVS25342C852305	8BOXTRLR
224	192	192 [1999 Stoughton 53ft. Box	1DW1A5321XS253834	8BOXTRLR
225	193	193 [2001 Stoughton 53ft. Box	1DW1A53231S405927	8BOXTRLR
226	194	194 [2017 Brazos End Dump Tra	4B9BKDG20HH054502	8DUMPTRLR
227	195	195 [2017 C&S Utility Trailer	44ZTK1623GT016588	816FTTRLR
228	196	196 [2017 C&S Utility Trailer	44ZTK1629GT016594	816FTTRLR
229	197	197 [2017 Load King Haul trai	5LKL53359H1029723	8LWBYYTRLR
230	198	198 [2017 Interstate Haul Tra	1JKDLA401HM015557	8LWBYYTRLR
231	199	199 [Whisperwatt DCA-180SSV]	5SLBG19226R000692	8GENMEDIUM
232	200	200 [2011 Anderson Tilt Trail	4YNBN1825BC065250	8DUMPTRLR
233	201	201 [2013 Magnum 500 Gal. Wat	5AJWS1428DB305066	8WATERTANK
234	23	23 Lincoln 225 Welder	U1080506520	8WELDER
235	24	24 Miller Bobcat 250 Welder	LE266098	8WELDER
236	25	25 Miller Bobcat 225 Welder	LC367083	8WELDER
237	26	26 Lincoln Vantage 400 Welder	U1051017329	8WELDER
238	27	27 Miller Bobcat 225 Welder	LE412366	8WELDER
239	320	320 [Magnum MLT3060MMH Light	065922	8LIGHTTWR
240	324	324 [Whisperwatt DCA-45SSIU3]	7203952	8GENLARGE
241	329	329 [2006 Great Dane Box Trai	1GRAA962X6J615615	8BOXTRLR
242	330	330 [2006 Great Dane Box Trai	1GRAA96286J615628	8BOXTRLR
243	331	331 [2018 Big Tex 16ET Utilit	16VEX1725J2009544	816FTTRLR
244	332	332 [2018 Big Tex 16ET Utilit	16VEX1725J2007874	816FTTRLR
245	333	333 [2018 Big Tex 16ET Utilit	16VEX1729J2024936	816FTTRLR
246	334	334 [2018 Big Tex 16ET Utilit	16VEX1720J2024937	816FTTRLR
247	336	336 [2019 C&S Utility Trailer	44ZCH1626KT016737	816FTTRLR
248	337	337 [2019 C&S Utility Trailer	44ZCH1624KT016736	816FTTRLR
249	338	338 [2019 C&S Utility Trailer	44ZCH1622KT016735	816FTTRLR
250	339	339 [2018 Belshe 16' Utility	16JF0162XJ1049796	816FTTRLR
251	340	340 [2018 Belshe 16' Utility	16JF01621J1049797	816FTTRLR
252	341	341 [2018 Belshe 16' Utility	16JF01628J1049800	816FTTRLR
253	342	342 [2018 Belshe 16' Utility	16JF01623J1049803	816FTTRLR
254	343	343 [2018 Belshe 16' Utility	16JF01621J1049802	816FTTRLR
255	344	344 [2014 Allmand Light Tower	0269RS14	8LIGHTTWR

Master Equipment List

256	345	345 [2019 North Star Power Wa	4K1PT4C13KK007333	8POWRWASHR
257	351	351 [2019 Belshe 16' Utility	16JF01621K1050059	816FTTRLR
258	352	352 [2019 Belshe 16' Utility	16JF0162XK1050061	816FTTRLR
259	353	353 [2019 Belshe 16' Utility	16JF01622K1050068	816FTTRLR
260	354	354 [2014 Towmaster T-12 TD T	4KNTT1829EL161623	8LWBYTRLR
261	355	355 [2020 Felling FT-14 Tilt	5FTCE2520L2001880	8LWBYTRLR
262	364	2012 JLG 103 Dropdeck	5DYAA51L7XX005779	8LWBYTRLR
263	365	365 2020 Brazos End Dump	4B9BKDG21LH054033	8TNDTRUCK
264	38	38 Lincoln Electric Wire Welde	M3150909212	8WELDER
265	413	413 [1990 BOMAG BW142PD Pad F	1015-10210202	848SFROLLER
266	416	416 [1999 Bomag BW11RH Pneuma	A222C1618V	8PNEUMATRLLR
267	417	417 [Terex TV1300 Smooth Drum	SLBTOPSOEY09CG043	860SWROLLER
268	418	418 [Ingersol Rand SD-70F Pad	150863	848SFROLLER
269	420	420 [Ingersol Rand SD100D Smo	7272S	860SWROLLER
270	423	423 [Ingersol Rand SD40D Smoo	152898	860SWROLLER
271	425	425 [Hamm 3307P Pad foot Roll	46600/590602	848SFROLLER
272	426	426 [Ingersol Rand SD70F Pad	167217	848SFROLLER
273	427	427 [Ingersol Rand SD45D Smoo	179944	860SWROLLER
274	428	428 [Hamm HD090V Smooth Drum	H1531336	860SWROLLER
275	429	429 [Bomag BW120AD-4 Smooth D	861880121252	860SWROLLER
276	430	430 [Bomag BW120AD-4 Smooth D	861880182265	860SWROLLER
277	431	431 [Hamm HD-14 Smooth Drum R	H1720584	860SWROLLER
278	432	432 [HAMM Big Roller]		860SWROLLER
279	433	433 [Hamm HD-10 Smooth Drum R	H1396574	860SWROLLER
280	435	435 [CAT CS-323C Compactor /	DAR00125	848SWROLLER
281	436	436 [Hamm HD-10 Smooth Drum R	H1396573	860SWROLLER
282	438	438 [Hamm 3307 Smooth Drum Ro	H159088	860SWROLLER
283	439	439 [Hamm 3307 Smooth Drum Ro	H1590745	860SWROLLER
284	440	440 [CAT PS150B Pneumatic Rol	CATPS150T3XR00588	8PNEUMATRLLR
285	442	442 [2001 CAT PS150B Pneumati	3XR00586	8PNEUMATRLLR
286	443	443 [Volvo SD100D Smooth Drum	VCE0S100J0S225882	860SWROLLER
287	444	444 [Hamm HD12VV Smooth Drum	H2002325	860SWROLLER
288	445	445 [Cat CP44B Pad Foot Rolle	4P400261	848SFROLLER
289	450	450 [2014 Hamm H11IXP Vibe Ro	H2100416	8PNEUMATRLLR
290	451	451 2008 Dynapac Roller		8PNEUMATRLLR
291	49	49 Lincoln Vantage 400 Welder	U1120400630	8WELDER
292	50	50 [Power Curber 5700]	570688178	
293	51	51 [CMI MTP-400 CONCRETE PLAC	537110	8PLACER
294	521	521 [1985 Bomag MPH100R Mill]	85565	8MIXERSM
295	528	528 [Lee Boy 685 Motorgrader]	685-239	8LGMTRGRDR
296	53	53 Miller Bobcat 225 Welder	MH100212R	8WELDER
297	533	533 [1998 CAT TH63 Telehandle	5WM01970	8TELEHAND
298	534	534 [1998 CAT TH63 Telehandle	5WM02588	8TELEHAND
299	537	537 [1998 John Deere 670CH Mo	DW670CH569379	8LGMTRGRDR
300	54	54 Miller Bobcat 225 Welder	MH100176R	8WELDER
301	548	548 [1988 CAT 963C Track Load	21Z2206	8TRACKLDR
302	549	549 [1998 CAT TH63 Telehandle	5WM02224	8TELEHAND
303	564	564 [1987 John Deere 670B Mot	DW670BX515299	8LGMTRGRDR
304	566	566 [1994 CAT 963 Track Load	21Z05057	8TRACKLDR
305	57	57 Miller Big Blue 400D Welder	MC030121E	8WELDER
306	572	572 [TERRAMITE TSS38K Sweeper	20TS0422	8BROOM
307	575	575 [2005 John Deere 325 Skid	TOO325A106221	8SKIDSTEER

Master Equipment List

308	576	576 [2005 John Deere 325 Skid	TOO325A102981	8SKIDSTEER
309	587	587 [CEDAR RAPIDS CR461 Aspha	43153	8LGASPPAVER
310	589	589 [TOYOTA 7FGU20 Forklift]	64158	8FORKLIFT
311	600	600 [2006 Genie GS2632 Scisso	GS3206-82774	8SCSSRLIFT
312	604	604 [2014 John Deere 318E Ski	1T0318EJLEJ259718	8SKIDSTEER
313	605	605 [2015 Bobcat E35I Mini Ex	AUYM11890	8MINIEXCAVAT
314	607	607 [2010 Bobcat S150 Skid St	A3L135682	8SKIDSTEER
315	608	608 [2012 Bobcat S185 Skid St	A3L945973	8SKIDSTEER
316	61	61 Miller Bobcat 225 Welder	MH400176R	8WELDER
317	610	610 [2013 BOBCAT S650 SKID ST	A3NV22702	8SKIDSTEER
318	611	611 [CAT 242B Skid Steer]	CAT0242BCBX00671	8SKIDSTEER
319	613	613 [2011 JLG 20' Man Lift]	0130016166	8SCSSRLIFT
320	614	614 [2011 GENIE GR20 Man Lift	GR11-20197	8SCSSRLIFT
321	615	615 [2011 GENIE GR15 Man Lift	GR11-17073	8SCSSRLIFT
322	618	618 [2011 Magnum 500 Gal. Wat	5AJWS161XBB004705	8WATERTANK
323	619	619 [2011 Magnum 500 Gal. Wat	1107170	8WATERTANK
324	62	62 Miller Bobcat 225 Welder	MJ220968R	8WELDER
325	620	620 [2007 GENIE GR15 Man Lift	GR07-9593	8SCSSRLIFT
326	621	621 [2008 JLG 20MVL Man Lift]	130012342	8SCSSRLIFT
327	622	622 [2012 Allmand Light Tower	1347PRO2V12	8LIGHTTWR
328	623	623 [2012 Allmand Light Tower	1346PRO2V12	8LIGHTTWR
329	63	63 Miller Bobcat 225 Welder	MJ220970R	8WELDER
330	64	64 Miller Bobcat 225 Welder	MJ220845R	8WELDER
331	753	753 Miller Bobcat 225 Welder	MJ220971R	8WELDER
332	754	754 Miller Bobcat 225 Welder	MJ220858R	8WELDER
333	755	755 Miller Bobcat 225 Welder	MJ220859R	8WELDER
334	756	756 Miller Bobcat 225 Welder	MJ211488R	8WELDER
335	757	757 Miller Bobcat 250 Welder	MK151275R	8WELDER
336	758	758 Miller Bobcat 250 Welder	MK151273R	8WELDER
337	759	759 Miller Tblazer 325 Welder	MK150946R	8WELDER
338	760	760 Miller Tblazer 325 Welder	MK150947R	8WELDER
339	813	813 [WHITEMAN MQ WPB-16 Power	211204	8POWERBUGY
340	816	816 [WHITEMAN MQ WPB-16 Power	220824	8POWERBUGY
341	817	817 [WHITEMAN MQ WPB-16 Power	220821	8POWERBUGY
342	819	819 [John Deere HB75 Hyd. Ham	KVHB75X400109	8BACKHOEWBRK
343	822	822 [John Deere HB75 Hyd. Ham	KVHB75X400117	8BACKHOEWBRK
344	826	826 [John Deere HB75 Hyd. Ham	TOHB75X600158	8BACKHOEWBRK
345	832	832 [John Deere HB75 Hyd. Ham	TOHB75X800102	8BACKHOEWBRK
346	835	835 [John Deere HH75 Hyd. Ham	TOHH75X110139	8BACKHOEWBRK
347	837	837 [John Deere HH80 Hyd. Ham	TOHH80XKB0000055	8BACKHOEWBRK
348	838	838 [John Deere HH75 Hyd. Ham	TOHH75X900162	8BACKHOEWBRK
349	841	841 [CAT H65E S Hyd. Hammer]	HGA035377	8BACKHOEWBRK
350	842	842 [CAT H65E S Hyd. Hammer]	HGA035373	8BACKHOEWBRK
351	843	843 [CAT H65E S Hyd. Hammer]	HGA0345374	8BACKHOEWBRK
352	844	844 [CAT H65E S Hyd. Hammer]	HGA035376	8BACKHOEWBRK
353	845	845 [CAT H65E S Hyd. Hammer]	HGA035375	8BACKHOEWBRK
354	846	846 [CAT H65E S Hyd. Hammer]	3X802387	8BACKHOEWBRK
355	847	847 [CAT H65E S Hyd. Hammer]	HGA035372	8BACKHOEWBRK
356	848	848 [Furukawa FX55ME Hydro Ha	FX55-1480	8BACKHOEWBRK
357	849	849 [CAT H65E S Hyd. Hammer]	03X803806	8BACKHOEWBRK
358	850	850 [CAT H65E S Hyd. Hammer]	03X803800	8BACKHOEWBRK
359	E1352	E1352 2000 Sterling Asphalt Tr	2FZHRJAA2YAB33435	8TACKTRUCK

Master Equipment List

360	E1353	E1353 2013 INTL 2K WTR (PARTS)	3HAMMAAL9DL175999	8MWTRTRK
361	E1354	E1354 F450 MECH TRK (PARTS)	1FD0X4GY3CEB89860	8SERVTRK
362	E1355	E1355 f250 SERVICE TRUCK	1FT7W2B66KEC81351	8SERVTRK
363	E1356	E1356 F250 SERV TRUCK	1FT7W2B64KEC81350	8SERVTRK
364	E1665	E1665 Gomaco GHP2800 C Pav	9052000-18	8SLIPFORMLG
365	E1666	E1666 Arrow HJ1250R Breaker	3995	8BREAKER
366	E1667	E1667 Gomaco GHP2800 C Pav	MC19656-52	8SLIPFORMLG
367	E1668	E1668 ROADTEC RX-60B CldPlaner	RX60B-499	8COLDPLANER
368	E1669	E1669 2913 MITSU 5K FORKLIFT	AF17D33409	8FORKLIFT
369	E1670	E1670 VolvoEC220DL Excavator	VCEC220DP00210359	848EXCAVAT
370	E1671	E1671 VOLVO 2019 G930B GRADER	VCEG930BL0S576045	8LGMTRGRDR
371	E1672	E1672 GENIE S-125 TELE MANLIFT	S12508-2244	8TMANLIFT
372	E1673	E1673 2018 JD35 MINI EXCAVAT	1FF035GXCKJ283738	8MINIEXCAVAT
373	E1674	E1674 2012 JD35 MINI EXCAVATOR	1FF035DXABG268121	8MINIEXCAVAT
374	E1677	E1677 GOMACO C-550 TEXTURECURE	MC12134-19	8TEXTCURE
375	E1678	E1678 2017 CAT963K TRACLOADER	0LBL00479	8TRACKLDR
376	E1679	E1679 CAT D5	CAT00D5KPKW200487	8D5DOZER
377	E1680	E1680 TEREX 6X6 DUMP (PARTS)	A8591141	8HVYDUMP
378	E1681	E1681 FD25P 5K FLIFT (PARTS)	307208B	8FORKLIFT
379	E1682	E1682 WIRTGEN 2000 COLDPLNR	08.21.12031668.0115	8COLDPLANER
380	E1683	E1683 TOYOTA 7FGU25 5K FRKLIFT	68089	8FORKLIFT
381	E1684	E1684 CAT P5000 FORKLIFT	AT3506151	8FORKLIFT
382	E1685	E1685 M548A1 AMTRACK	N/A	8AMTRACK
383	E1686	E1686 Mobile Office	N/A	8MOBILEOFFICE
384	E366	E366 Belshe 16ft UTIL TRLR	16JF01626L1050396	816FTTRLR
385	E452	E452 HAMM 2013 HD12VV VIB RLR	H2003295	8PNEUMATRLLR
386	E453	E453 HAMM HD12 TAND VIB ROLLER	WGH0H230HHAA03489	848SFROLLER
387	E454	E454 DYNAPAC CP142 9WH PNROLLE	216BR2088	860SWROLLER
388	E455	E455 SPAC 8410 PADFT COMPTNR	101982	848SFROLLER
389	E456	E456 Hamm 2012 3410 Vib Roller	H1791802	848SFROLLER
390	E457	E457 2020HAMM HD12V TANDVIBRLR	WGH0H230CHAA03429	8PNEUMATRLLR
391	E459	E459 HAMM3412P PADFT COMPACTOR	46525	848SFROLLER
392	E460	E460 HAMM HD140i VIB DRUM RLR	H2430029	8PNEUMATRLLR
393	E762	E762 WULFTEC MHP150 SWRAP	04983153	8SHRINKWRAP
394	E767	E767 MINNICA2C DOWEL DRILL	104-5234-2U	8DOWELDRILL
395	E852	E852 MOWKING 72IN TILLER	SSTR07220042401	8HYDTILLER

Addendum No. 1

FY 22 Streets Unit Price Contract

Bids Received Until: 2:00 p.m. Wednesday, December 8, 2021
City of Richland Hills
3200 Diana Dr.
Richland Hills, Texas 76118

This addendum modifies the plans and bid documents for the subject project and shall become a part of the contract documents. Bidders shall acknowledge receipt of this addendum in the space provided on page I-17 of the Bidding Documents, and also on the outside of your bid envelope. Failure to include this addendum in the bid proposal will subject bidder to disqualification.

Please note the following summary of corrections, revisions and clarifications to the subject project bidding documents. A complete revised bid document dated December 2, 2021 is being issued with this addendum to cover the changes discussed below.

1A. Modified the contract to remove drainage. It is no longer "Streets & Drainage" and is now "Streets" Unit Price Contract. This update has been made throughout the bid documents.

1B. Modified many bid items 'low quantity' amount to reflect lump sum cost as opposed to unit price. Other minor changes in quantity ranges have been made. Refer to modified Contract Bid Proposal Sheets 1-2.

1C. Modified technical specification for Mobilization and General Site Preparation to remove maximum percentage mobilization can be related to the task order amount. Refer to modified technical specifications in bid documents.

1D. Added bid items for Construction Staking as well as Barricades, Warning and Detour Signs, and Traffic Handling. See bid items 2a-3. In addition, technical specifications for these items have been added. Refer to technical specifications in bid documents.

1E. Added bid items for concrete pads around sanitary sewer manholes and water valves. Bid items for adjusting sanitary sewer manholes and water valves have been added. See bid items 18-21. In addition, technical specifications for these items have been added. Refer to technical specifications in bid documents.

1F. Changes to clarify that bonding for performance, payment and maintenance bonds are required **ONLY** for task orders **EXCEEDING** \$25,000. This change has been made throughout the bid documents.

1G. Clarifications that time to complete task orders will be determined and agreed upon by the City and Contractor at the time of each task order assignment. Timing for beginning work prior to liquidated damages being applied has been moved to 22 days instead of 15 days. Refer to Page III-1.

1H. Contractor Questions

Q: Request for consideration in moving the drainage bid items out of the Streets contract and into the utility contract.

A: Drainage items have been removed from the Streets Unit Price Contract. See Item 1A above.

Q: How should 'low quantity' items be priced? It is dangerous for the contractor to unit price smaller quantities. Suggest bidding these amounts as lump sum.

A: "Low quantity" items have been modified to be priced as a lump sum. See item 1B above.

Q: Request for consideration in not requiring bonding for any task order under \$25,000.

A: Performance, Payment, and Maintenance bonds have been clarified to reflect that a minimum \$25,000 task order is required in order to require these bonds. See item 1F above.

Q: How will liquidated damages be determined?

A: Liquidated damages will be assessed per each task order assignment based on the agreed upon timing for a given task order. See Item 1G above.

Q: Will lab testing be required for small patch fixes?

A: Small patches will not require lab testing; however, larger quantities where it is physically possible will require testing.

Q: On bid items 2 and 3 it is stating to sawcut and remove 14" of concrete or asphalt pavement but only replacing with 12" of asphalt or concrete pavement and flexbase.

A: Full-depth sawcut and removal of existing pavement may be up to 14", it is not an exact depth of 14" of sawcut and removal.

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

Prepared By:
David Burkett, P.E.



12-02-2021

Project Manager Halff Associates, Inc.

Date

Receipt of This Addendum is Hereby Acknowledged:



Company



Printed Name



Signature

12/8/21

Date

NOTE: LIST BIDS LOWEST TO HIGHEST:

Richland Hills FY 22 Streets Unit Price Contract

City of Richland Hills

Date: Wednesday, December 8, 2021, 2:00 P.M.

					Bidder 1		Bidder 2		Bidder 3		Bidder 4	
					RELIABLE PAVING		WESTHILL CONSTRUCTION		EXCEL 4 CONSTRUCTION		ATKINS BROS. EQUIPMENT	
NO.	DESCRIPTION	UNIT	QUANTITY RANGE	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Consecutive Calendar Days to Complete Work											
Base Bid: Section 1												
1a	Mobilization and General Site Preparation (\$0-\$10,000 Task Order Amount)	LS	1	1	\$775.00	\$775.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
1b	Mobilization and General Site Preparation (\$10,001-\$25,000 Task Order Amount)	LS	1	1	\$1,550.00	\$1,550.00	\$1,000.00	\$1,000.00	\$6,100.00	\$6,100.00	\$7,000.00	\$7,000.00
1c	Mobilization and General Site Preparation (\$25,001-\$50,000 Task Order Amount)	LS	1	1	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
1d	Mobilization and General Site Preparation (\$50,001-\$100,000 Task Order Amount)	LS	1	1	\$9,100.00	\$9,100.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00
1e	Mobilization and General Site Preparation (\$100,001-\$500,000 Task Order Amount)	LS	1	1	\$28,200.00	\$28,200.00	\$1,000.00	\$1,000.00	\$75,000.00	\$75,000.00	\$3,000.00	\$3,000.00
2a	Construction Staking (\$0-\$10,000 Task Order Amount)	LS	1	1	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00
2b	Construction Staking (\$10,001-\$25,000 Task Order Amount)	LS	1	1	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$2,000.00	\$2,000.00
2c	Construction Staking (\$25,001-\$50,000 Task Order Amount)	LS	1	1	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00	\$60,000.00	\$60,000.00	\$3,000.00	\$3,000.00
2d	Construction Staking (\$50,001-\$100,000 Task Order Amount)	LS	1	1	\$3,600.00	\$3,600.00	\$1,000.00	\$1,000.00	\$120,000.00	\$120,000.00	\$4,000.00	\$4,000.00
2e	Construction Staking (\$100,001-\$500,000 Task Order Amount)	LS	1	1	\$7,200.00	\$7,200.00	\$1,000.00	\$1,000.00	\$200,000.00	\$200,000.00	\$5,000.00	\$5,000.00
3	Barricades, Warning and Detour Signs, and Traffic Handling	Working Days	0-5	5	\$180.00	\$900.00	\$200.00	\$1,000.00	\$400.00	\$2,000.00	\$100.00	\$500.00
			6-10	10	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$400.00	\$4,000.00	\$100.00	\$1,000.00
			11-20	20	\$150.00	\$3,000.00	\$200.00	\$4,000.00	\$400.00	\$8,000.00	\$100.00	\$2,000.00
			21-40	40	\$150.00	\$6,000.00	\$200.00	\$8,000.00	\$400.00	\$16,000.00	\$100.00	\$4,000.00
4	Sawcut and Remove Existing Asphalt Pavement	LS	UP TO 40 SF	1	\$1,500.00	\$1,500.00	\$80.00	\$80.00	\$1,000.00	\$1,000.00	\$67.00	\$67.00
		SF	41-150	150	\$15.00	\$2,250.00	\$2.00	\$300.00	\$7.00	\$1,050.00	\$67.00	\$10,050.00
			151-500	500	\$5.00	\$2,500.00	\$2.00	\$1,000.00	\$5.00	\$2,500.00	\$67.00	\$33,500.00
5	Sawcut and Remove Existing Concrete Pavement	LS	UP TO 40 SF	1	\$1,100.00	\$1,100.00	\$80.00	\$80.00	\$2,500.00	\$2,500.00	\$75.00	\$75.00
		SF	41-150	150	\$13.00	\$1,950.00	\$2.00	\$300.00	\$10.00	\$1,500.00	\$75.00	\$11,250.00
			151-500	500	\$7.00	\$3,500.00	\$2.00	\$1,000.00	\$7.00	\$3,500.00	\$75.00	\$37,500.00
6	Sawcut and Remove Existing Concrete Driveway	LS	UP TO 40 SF	1	\$980.00	\$980.00	\$80.00	\$80.00	\$300.00	\$300.00	\$75.00	\$75.00
		SF	41-150	150	\$13.00	\$1,950.00	\$2.00	\$300.00	\$12.00	\$1,800.00	\$75.00	\$11,250.00
			151-500	500	\$6.00	\$3,000.00	\$2.00	\$1,000.00	\$8.00	\$4,000.00	\$75.00	\$37,500.00
7	Sawcut and Remove Existing Concrete Curb and Gutter	LS	UP TO 40'	1	\$1,300.00	\$1,300.00	\$80.00	\$80.00	\$2,000.00	\$2,000.00	\$80.00	\$80.00
		LF	41-200	200	\$13.00	\$2,600.00	\$2.00	\$400.00	\$8.00	\$1,600.00	\$80.00	\$16,000.00
			201-500	500	\$10.00	\$5,000.00	\$2.00	\$1,000.00	\$5.00	\$2,500.00	\$80.00	\$40,000.00
			501-1000	1000	\$9.00	\$9,000.00	\$2.00	\$2,000.00	\$5.00	\$5,000.00	\$80.00	\$80,000.00
8	Unclassified Street Excavation	LS	UP TO 200 CY	1	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$120.00	\$120.00
		CY	201-500	500	\$25.00	\$12,500.00	\$50.00	\$25,000.00	\$60.00	\$30,000.00	\$120.00	\$60,000.00
			501-2000	2000	\$22.00	\$44,000.00	\$50.00	\$100,000.00	\$53.00	\$106,000.00	\$120.00	\$240,000.00
			2001-5000	5000	\$21.00	\$105,000.00	\$50.00	\$250,000.00	\$50.00	\$250,000.00	\$120.00	\$600,000.00
9	Block Sodding	LS	UP TO 100 SY	1	\$1,800.00	\$1,800.00	\$3,900.00	\$3,900.00	\$4,500.00	\$4,500.00	\$50.00	\$50.00
		SY	101-250	250	\$15.00	\$3,750.00	\$36.00	\$9,000.00	\$16.00	\$4,000.00	\$40.00	\$10,000.00
			251-1000	1000	\$12.00	\$12,000.00	\$20.00	\$20,000.00	\$10.00	\$10,000.00	\$30.00	\$30,000.00
10	Hydromulch Seeding	LS	UP TO 100 SY	1	\$1,800.00	\$1,800.00	\$2,490.00	\$2,490.00	\$1,500.00	\$1,500.00	\$3.00	\$3.00
		SY	101-250	250	\$6.00	\$1,500.00	\$15.00	\$3,750.00	\$5.00	\$1,250.00	\$3.00	\$750.00
			251-1000	1000	\$5.00	\$5,000.00	\$7.00	\$7,000.00	\$4.00	\$4,000.00	\$3.00	\$3,000.00
11	6-Inch Thick Grade A, Type 1 or 2 Flex Base	LS	UP TO 40 SY	1	\$4,200.00	\$4,200.00	\$1,440.00	\$1,440.00	\$4,500.00	\$4,500.00	\$140.00	\$140.00
		SY	41-150	150	\$55.00	\$8,250.00	\$36.00	\$5,400.00	\$26.00	\$3,900.00	\$140.00	\$21,000.00
			151-500	500	\$27.00	\$13,500.00	\$36.00	\$18,000.00	\$23.00	\$11,500.00	\$140.00	\$70,000.00
12	4-Inch Thick HMAc Type "B" Base Course	LS	UP TO 40 SY	1	\$2,900.00	\$2,900.00	\$3,600.00	\$3,600.00	\$9,575.00	\$9,575.00	\$160.00	\$160.00
		SY	41-150	150	\$38.00	\$5,700.00	\$90.00	\$13,500.00	\$60.00	\$9,000.00	\$160.00	\$24,000.00
			151-500	500	\$30.00	\$15,000.00	\$90.00	\$45,000.00	\$56.00	\$28,000.00	\$160.00	\$80,000.00

NOTE: LIST BIDS LOWEST TO HIGHEST:

Richland Hills FY 22 Streets Unit Price Contract

City of Richland Hills

Date: Wednesday, December 8, 2021, 2:00 P.M.

Date: Wednesday, December 8, 2021, 2:00 P.M.					Bidder 1		Bidder 2		Bidder 3		Bidder 4	
					RELIABLE PAVING		WESTHILL CONSTRUCTION		EXCEL 4 CONSTRUCTION		ATKINS BROS. EQUIPMENT	
NO.	DESCRIPTION	UNIT	QUANTITY RANGE	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
13	2-Inch Thick HMAc Type "D" Surface Course	LS	UP TO 40 SY	1	\$2,000.00	\$2,000.00	\$3,060.00	\$3,060.00	\$8,500.00	\$8,500.00	\$100.00	\$100.00
		SY	41-150	150	\$28.00	\$4,200.00	\$76.50	\$11,475.00	\$39.00	\$5,850.00	\$100.00	\$15,000.00
			151-500	500	\$18.00	\$9,000.00	\$76.50	\$38,250.00	\$37.00	\$18,500.00	\$100.00	\$50,000.00
14	6-Inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Pavement	LS	UP TO 40 SY	1	\$5,000.00	\$5,000.00	\$4,320.00	\$4,320.00	\$15,000.00	\$15,000.00	\$200.00	\$200.00
		SY	41-150	150	\$94.00	\$14,100.00	\$108.00	\$16,200.00	\$84.00	\$12,600.00	\$200.00	\$30,000.00
			151-500	500	\$74.00	\$37,000.00	\$108.00	\$54,000.00	\$83.00	\$41,500.00	\$200.00	\$100,000.00
15	6-Inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Driveway and Approach	LS	UP TO 40 SY	1	\$3,000.00	\$3,000.00	\$4,320.00	\$4,320.00	\$6,400.00	\$6,400.00	\$300.00	\$300.00
		SY	41-150	150	\$75.00	\$11,250.00	\$108.00	\$16,200.00	\$80.00	\$12,000.00	\$300.00	\$45,000.00
			151-500	500	\$74.00	\$37,000.00	\$108.00	\$54,000.00	\$78.00	\$39,000.00	\$300.00	\$150,000.00
16	6-Inch Thick, 4,000 PSI Portland Cement Reinforced Concrete Valley Gutter	LS	UP TO 40 SY	1	\$4,000.00	\$4,000.00	\$4,320.00	\$4,320.00	\$9,400.00	\$9,400.00	\$250.00	\$250.00
		SY	41-150	150	\$86.00	\$12,900.00	\$108.00	\$16,200.00	\$135.00	\$20,250.00	\$250.00	\$37,500.00
			151-500	500	\$80.00	\$40,000.00	\$108.00	\$54,000.00	\$105.00	\$52,500.00	\$250.00	\$125,000.00
17	6-Inch Concrete Curb and Gutter	LS	UP TO 40'	1	\$3,900.00	\$3,900.00	\$1,600.00	\$1,600.00	\$2,400.00	\$2,400.00	\$80.00	\$80.00
		LF	41-200	200	\$57.00	\$11,400.00	\$40.00	\$8,000.00	\$30.00	\$6,000.00	\$80.00	\$16,000.00
			201-500	500	\$47.00	\$23,500.00	\$40.00	\$20,000.00	\$25.00	\$12,500.00	\$80.00	\$40,000.00
			501-1000	1000	\$45.00	\$45,000.00	\$40.00	\$40,000.00	\$25.00	\$25,000.00	\$80.00	\$80,000.00
18	Concrete Pad for Existing Water Valves	EA	1-2	2	\$600.00	\$1,200.00	\$500.00	\$1,000.00	\$350.00	\$700.00	\$100.00	\$200.00
			3-5	5	\$480.00	\$2,400.00	\$500.00	\$2,500.00	\$350.00	\$1,750.00	\$70.00	\$350.00
			7-10	10	\$420.00	\$4,200.00	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$50.00	\$500.00
19	Concrete Pad for Existing Sanitary Sewer Manholes	EA	1-2	2	\$960.00	\$1,920.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$500.00	\$1,000.00
			3-5	5	\$840.00	\$4,200.00	\$1,000.00	\$5,000.00	\$800.00	\$4,000.00	\$500.00	\$2,500.00
			7-10	10	\$720.00	\$7,200.00	\$1,000.00	\$10,000.00	\$800.00	\$8,000.00	\$500.00	\$5,000.00
20	Adjust Water Valve Stack to Grade	EA	1-2	2	\$600.00	\$1,200.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$200.00	\$400.00
			3-5	5	\$480.00	\$2,400.00	\$750.00	\$3,750.00	\$500.00	\$2,500.00	\$200.00	\$1,000.00
			7-10	10	\$360.00	\$3,600.00	\$750.00	\$7,500.00	\$500.00	\$5,000.00	\$200.00	\$2,000.00
21	Adjust Sanitary Sewer Manhole to Grade	EA	1-2	2	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00
			3-5	5	\$1,320.00	\$6,600.00	\$2,000.00	\$10,000.00	\$2,500.00	\$12,500.00	\$900.00	\$4,500.00
			7-10	10	\$1,200.00	\$12,000.00	\$2,000.00	\$20,000.00	\$2,500.00	\$25,000.00	\$700.00	\$7,000.00
22	Silt Fence	LS	UP TO 40'	1	\$560.00	\$560.00	\$200.00	\$200.00	\$800.00	\$800.00	\$2.00	\$2.00
		LF	41-100	100	\$10.00	\$1,000.00	\$4.00	\$400.00	\$10.00	\$1,000.00	\$2.00	\$200.00
			101-500	500	\$5.00	\$2,500.00	\$4.00	\$2,000.00	\$7.00	\$3,500.00	\$2.00	\$1,000.00
			501-1000	1000	\$4.00	\$4,000.00	\$4.00	\$4,000.00	\$5.00	\$5,000.00	\$2.00	\$2,000.00
23	Inlet Protection	EA	1-2	2	\$480.00	\$960.00	\$100.00	\$200.00	\$2,500.00	\$5,000.00	\$200.00	\$400.00
			3-5	5	\$360.00	\$1,800.00	\$100.00	\$500.00	\$2,500.00	\$12,500.00	\$200.00	\$1,000.00
Total Bid Amount						\$675,645.00		\$976,195.00		\$1,491,325.00		\$2,188,552.00
	Highlighted Cells indicates corrections made to contractor bids.											
TOTAL BID AMOUNT						\$675,645.00		\$976,195.00		\$1,491,325.00		\$2,188,552.00



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

January 3, 2022
AVO 31515

Mr. Scott Mitchell
Director of Neighborhood Services
City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

Re: FY 22 Streets Unit Price Contract

Dear Mr. Mitchell:

Bids were opened on the above-referenced project on Wednesday, December 8, 2021, at the City of Richland Hills. Four (4) bids were received, and they ranged from a high bid of \$2,188,552.00 to a **low bid of \$675,645.00**. Reliable Paving, Inc. was the low bidder. The bid totals received are for determining bid rankings only and do not reflect a contract amount to be awarded. The total contract amount will vary depending on the various task order assignments throughout the remainder of Fiscal Year 2022 (September 30, 2022).

We have reviewed the references provided by the low bidder, Reliable Paving, Inc., and contacted the City of White Settlement as well as the City of River Oaks.

In a conversation with Mr. Eric Worley with the City of White Settlement concerning Reliable Paving's performance on their Dale Lane Asphalt Street Reconstruction project, Eric stated that the project went very smoothly and that he had no complaints. He said that only one issue came up with one of their manufacturers, but the problem was noticed and fixed very quickly. They are currently working on a contract for another project. He also stated that he has been working with Reliable Paving for the past 17 years.

We also spoke with Mr. Mickey Thomas with the City of River Oaks about Reliable Paving's performance on their Byrd Drive Curb & Gutter and Approaches Reconstruction project, Mickey stated that Reliable Paving did an excellent job. He said that they finished the job under the time frame and on budget. No major issues came up on the project and he mentioned how Reliable Paving went through the trouble to switch out a section of Bermuda grass for St. Augustine at the request of a resident.

Reliable Paving has been in business since 1990 and is a multi-purpose company with four major divisions, including paving and city street reconstruction which is relevant to this contract.



4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422
Fax (817) 232-9784

Reliable Paving has also successfully completed many projects for the City of Richland Hills utilizing Steven Lancaster as the primary point of contact. Steven is listed as the principal contact for this contract and he has stated that he will determine the superintendent depending on the size of each task order assignment.

Steven submitted all required documents along with their bid proposal. It is the opinion of Halff Associates, Inc. that Reliable Paving, Inc. is qualified to perform the work associated with this contract.

Sincerely,

HALFF ASSOCIATES, INC.

David A. Burkett, P.E.