

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
JULY 10, 2023
CITY HALL, 3200 DIANA DRIVE**

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

CITY COUNCIL WORK SESSION – 7:00 PM

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

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

2. CONSENT AGENDA

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

- A. Approve minutes from the June 26, 2023 City Council Regular Meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. None

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Ordinance 1475-23 amending the TIRZ Board membership
- B. Consider Resolution 577-23 directing publication of notice of intention to issue certificates of obligation; directing the preparation of a preliminary official statement and related materials; and providing an effective date

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

- A. Consider First Amendment to TIRZ Development Agreement between the City of Richland Hills, Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and RC 51 Townhome Lots, LTD

6. OTHER ITEMS FOR CONSIDERATION

- A. Consider appointments to City Council Committees

7. REPORTS & DISCUSSIONS

- A. Richland Hills 2022 Annual Drinking Water Quality Report

8. COMMUNITY INTEREST ITEMS

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

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

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 6th day of July 2023 by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Rawlinson

Lindsay Rawlinson
City Secretary



ACCESSIBILITY STATEMENT

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

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: July 10, 2023

Subject: Municipal Clerks Office Achievement of Excellence Award

Agenda Item:

Municipal Clerks Office Achievement of Excellence Award

Background Information:

The Richland Hills City Secretary's Office has been awarded the Texas Municipal Clerks Association Clerk's Office Achievement of Excellence Award for 2023-2024. The program recognizes the statutory requirements and demands for the effective management of resources for proper governance by the municipal clerk's office. A municipal clerk's office must have met and demonstrated nine of 12 standards to be eligible to receive the award. The 12 standards considered by a committee include:

- Records Management
- Professional Development/Certifications
- Government Transparency
- Elections
- Awards/Recognitions
- Public Information Act
- Open Meetings Act
- Boards/Commissions
- Municipal Clerk Office Policies/Procedures
- Other Areas of Responsibility
- Innovation/Streamline Projects
- Departmental Training

Of the 595 member cities in the Texas Municipal Clerks Association, only 24 received this award in 2023.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Award Letter

Council Action Requested:

No Council Action



April 17, 2023

Edward Lopez, Mayor
City of Richland Hills
3200 Diana Drive
Richland Hills, TX 76086

Dear Mayor Lopez:

This letter is to inform you that of the 595 cities with members in the Texas Municipal Clerks Association, the Office of the Municipal Clerk in the City of Richland Hills is one of 24 to receive the Texas Municipal Clerk's Office Achievement of Excellence Award.

The program recognizes the statutory requirements and demands for the effective management of resources for proper governance by the municipal clerk's office. The award itself recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk office must have met and demonstrated nine of 12 standards to be eligible to receive the award. The 12 standards considered by a committee includes:

- Records Management
- Professional Development / Certifications
- Government Transparency
- Elections
- Awards/Recognitions
- Public Information Act
- Open Meetings Act
- Boards/Commissions
- Municipal Clerk Office Policies/Procedures
- Other Areas of Responsibility
- Innovation/Stream Line Projects
- Departmental Training

The recipients of this distinguished award will be recognized in the June issue of the TMCA, Inc., newsletter and officially acknowledged in October at the awards banquet held during our annual Advanced Institute. In addition, the Municipal Clerk's Office will receive a framed award certificate, so watch for it in the mail in the next few weeks!

Sincerely,

Tina Stewart, TRMC, CMC
Chair, Achievement of Excellence Award Committee
Texas Municipal Clerks Association, Inc.



C: Achievement of Excellence Award Committee
Jannette Goodall, TRMC, MMC, CRM – TMCA, Inc., President
Crystal Roan, TRMC, CMC – Committee Board Liaison

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: July 10, 2023

Subject: Minutes from the June 26, 2023 Regular City Council Meeting

Agenda Item:

Approval of minutes from the June 26, 2023 Regular City Council Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

June 26, 2023 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the June 26, 2023 Regular City Council Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
JUNE 26, 2023
MINUTES**

Roll Call:

Council present

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

Council absent

Staff present

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

CITY COUNCIL WORK SESSION – 6:30 PM

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

None.

2. **Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.**
- 5A. ***Approved award of bid to C. Green Scaping LP for Latham BFC-5 Channel improvements and Animal Service Center parking and drainage improvements***

Director of Public Works and Capital Projects Kip Dernovich presented the item to the City Council and advised that during the FY 2023 Budget process, City Council allocated funding for drainage and parking lot improvements at the Animal Services Center. Last fall, the BFC-5 drainage channel that runs adjacent to the Arc of Faith Church unexpectedly collapsed and needs to be repaired. In an effort to gain pricing economies of scale, the City Engineer determined that combining both projects into one larger project could produce project savings.

The combined project provides for all labor, material, and equipment to perform work that includes channel improvements along with the installation of a 60 inch reinforced concrete

storm drain pipe and headwall on Latham BFC-5; and grading, parking lot improvements, and installation of a trench drain area inlet at the Animal Services Center.

City Manager Candice Edmondson advised that funding in the amount of \$500,000 was included in the FY 2023 Budget for drainage and parking lot improvements at the Animal Services Center. The Tax Increment Fund (TIF) includes \$285,000 for drainage improvements and the Strategic Initiative Fund (SIF) includes \$215,000 for parking lot improvements. The bid amount received was \$336,586.40 so there is significant cost savings by combining the two projects.

Discussion ensued regarding drainage at the Animal Shelter.

6A. Consider Park and Recreation Facility Naming Policy

City Manager Candice Edmondson advised that the proposed Park and Recreation Facility Naming Policy provides guidelines for the naming of parks and facilities and procedures for how a naming request can be considered.

Discussion ensued regarding the submission process and types of facilities included such as playgrounds and pavilions in addition to parks and buildings.

Mayor Lopez adjourned the work session at 6:47 p.m.

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

INVOCATION AND PLEDGES OF ALLEGIANCE – Councilmember Knowlton

ADMINISTRATION OF OATH OF OFFICE

City Secretary Lindsay Rawlinson administered the Oath of Office to Roland Goveas, Councilmember, Place 6.

PRESENTATIONS

1A. Employee Service Award

City Manager Candice Edmondson announced the employee service award and expressed congratulations to the following employee on reaching an employment milestone with the City of Richland Hills:

10 Years of Service

Lead Animal Control Officer Kay Fisk

1B. Recognize Citizen Fire Academy Graduates

Fire Captain Michael Irizarry provided a brief overview of the Citizen's Fire Academy and advised that the participants completed eight weeks of instruction and demonstration of all facets of fire department operations including the background of the organization, fire

hose and fire streams, vehicle extrication, CPR and EMS operations, and several other topics. 2023 program graduates included.

Peggy Bidwell
Raul Cisneros
Samantha Hall
Rushel Jester
Valeria Rangel

Athena Campbell
Karen Evans
Janice Hill
Michelle Lada
John Skier

Jorge Cisneros
Tarah Graham
Hannah Jester
Albert Navarro
Lisa Skier

1C. Parks and Recreation Month Proclamation

Mayor Lopez read a proclamation declaring July 2023, as “Parks and Recreation Month” in Richland Hills and presented the proclamation to Director of Parks and Recreation Jason Brown.

Mr. Brown provided a brief presentation regarding planned events for the month of July.

1D. Citizen Appearances/Public Comments

Curtis Bergthold, 3641 Scruggs Drive, Richland Hills, requested that presentations pertaining to public works projects include maps to better understand the area of town under construction.

Joyce Fiaccone, 3800 Labadie, Richland Hills, expressed her appreciation to the citizens who have assisted and signed a local option petition currently circulating. She stated that the deadline for the petition is Monday, July 3, 2023.

Donovan Shane Reilly, 2818 Dogwood Park Drive, Richland Hills, expressed frustration at the City’s third-party inspector, Bureau Veritas, and expressed concern regarding an invasive species of plants.

CONSENT AGENDA

2A. Approved minutes from the May 22, 2023 City Council Regular Meeting

2B. Approved a Final Plat for the property described as Block L Lots 7 and 8A Richland Hills Addition, otherwise known as 7145 Baker Boulevard, Richland Hills, Texas 76118 and Block L Lot 6 Richland Hills Addition, otherwise known as 7151 Baker Boulevard, Richland Hills, Texas

2C. Approved Ordinance 1474-23 amending Chapter 42, Article II. Flood Damage Prevention of the Richland Hills Code of Ordinances

2D. Ratified Interlocal Agreement with Tarrant County for roadway striping at the intersection of Handley Ederville Road and Burns Street

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

Motion carried by a vote of 7-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3. None.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4. None.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Approved award of bid to C. Green Scaping LP for Latham BFC-5 Channel improvements and Animal Service Center parking and drainage improvements

This item was discussed during the worksession.

Director of Public Works and Capital Projects Kip Dernovich provided a brief overview of the combined projects and the scope of work.

Motion: Motion was made by Councilmember Bledsoe and seconded by Councilmember Knowlton to approve award of bid to C. Green Scaping LP for Latham BFC-5 Channel improvements and Animal Service Center parking and drainage improvements in the amount of \$336,586.40.

Motion carried by a vote of 7-0.

OTHER ITEMS FOR CONSIDERATION

6A. Consider Park and Recreation Facility Naming Policy

This item was discussed during the worksession.

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Goveas to approve Park and Recreation Facility Naming Policy.

Motion carried by a vote of 7-0.

REPORTS & DISCUSSIONS

7A. Street Improvement Projects

Director of Public Works and Capital Projects Kip Dernovich presented the Street Improvement Projects update and provided details regarding Dover Lane, Magnolia Park, and Norton Drive.

7B. Red, White & YOU!

Director of Parks and Recreation Jason Brown provided an overview of the City's annual 4th of July event, Red, White & YOU! He advised that the celebration will be held Tuesday, July 4, 2023, from 9:00 a.m. to noon at The Link Plaza including a parade that will begin at 9:00 a.m. He advised of the parade route and road closures as well as celebration activities.

7C. Richland Hills 75th Anniversary

City Manager Candice Edmondson advised that the City of Richland Hills will be celebrating its 75th anniversary in September 2025 and staff has already begun initial discussions about the celebration including plans for community-wide involvement from residents and businesses.

Director of Parks and Recreation Jason Brown advised of plans for the 70th anniversary in 2020 that were abandoned when the COVID-19 pandemic struck.

Discussion ensued regarding a proposed anniversary committee as well as providing information on the City's website with history, pictures, interviews, and public art.

Diane Barrette, 7123 Dover Lane, Richland Hills, President of the Richland Hills Historical Society, advised that she has newsletters, pictures, details from the 50th anniversary celebration in 2000 as well as a time capsule.

Additional discussion ensued regarding guest speakers and creating an exhibit space for City artifacts.

7D. May Department Reports

Assistant to the City Manager Logan Thatcher presented the Development Services update including permits issued and development updates.

Police Chief Kimberly Sylvester presented the Police Department and Animal Services update and advised of trainings and education completed as well as recognizing Officer Olga Russell for her work in the Traffic Unit Pilot Program.

Fire Chief Russell Shelley presented the Fire Department update and advised of call volume, overall response times and mutual aid and Medstar information.

COMMUNITY INTEREST ITEMS

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

- Thursday, June 29, 2023, The Duelists, The Link, 4:00 p.m.;
- Monday, July 3, 2023, Northeast Family Fourth (on the Third), Wiley G. Thomas Coliseum, Haltom City, 5:00 to 10:00 p.m.;
- Tuesday, July 4, 2023, Red, White & YOU Parade, Baker Boulevard, 9:00 a.m.;

- Thursday, July 6, 2023, Strike, Scrape & Shake Show, The Link, 4:00 p.m.;
- Thursday, July 13, 2023,
 - o Senior Lunch Bunch and Bingo, The Link, 12:00 to 2:00 p.m.;
 - o Tarrant County Food Pantry, The Link parking lot, 5:30 to 7:00 p.m.;
- Tuesday, July 11, 2023, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;
- 1st, 3rd, and 5th Thursday of the month, Storytime at the library, 6:30 p.m.; and
- 2nd and 4th Friday of the month, Arts and Crafts, 6:30 p.m.

EXECUTIVE SESSION

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

None.

ADJOURNMENT

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

Motion carried by a vote of 7-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 8:42 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Edward Lopez, Mayor

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: July 10, 2023

Subject: Amending the TIRZ board membership

Agenda Item:

Consider Ordinance 1475-23 amending the TIRZ board membership

Background Information:

When Tax Increment Reinvestment Zone #1 was created in 2009, the board was made up of the five taxing entities within the Zone (City of Richland Hills, Tarrant County, the Hospital District, Birdville ISD, and Tarrant County College) totaling 11 members: six from the City (Council), one each from the other taxing entities, and a citizen member. In 2019, the rules were amended to remove the Hospital District, Birdville ISD, and TCC from being voting members as they did not contribute to the fund. The current board makeup is six members of Council and one Tarrant County representative.

With the recent addition of Council, Place 6, the makeup of the TIRZ board needs to be amended to include the entire Council. Additionally, the proposed ordinance will again allow for a citizen member so the board will have an odd number of members. Consideration for the new citizen member position will be considered during the boards and commissions appointment process in September.

Financial Considerations:

N/A

Legal Review:

City Attorney has reviewed and approved the proposed ordinance.

Board/Citizen Input:

N/A

Attachments:

Ordinance 1475-23

Council Action Requested:

Motion to approve Ordinance 1475-23, amending the Tax Increment Reinvestment Zone #1 board of directors.

ORDINANCE NO. 1475-23

AN ORDINANCE OF THE CITY OF RICHLAND HILLS, TEXAS AMENDING 1136-09 BY AMENDING SECTION 3 "ZONE BOARD OF DIRECTORS" BY REVISING THE NUMBER OF DIRECTORS, PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds that this ordinance is in the best interests of the citizens of the City of Richland Hills and the businesses within the Tax Increment Reinvestment Zone Number One.

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

SECTION 1.

Ordinance 1136-09 of the City of Richland Hills is hereby amended by amending Section 3 "Zone Board of Directors" as follows:

A board of directors for the Zone ("Board") is hereby created. The Board shall consist of nine (9) members who shall serve for terms of two (2) years each. These nine (9) members shall consist of one (1) County representative and eight (8) City representatives. The governing body of the County shall provide the name and address of their designated representative to the City Council for appointment to the TIF Board. The City Council of the City shall appoint their designated representatives to the TIF Board. Failure to appoint a member by the county within forty-five (45) days of the effective date of this ordinance shall entitle the City Council shall appoint whatever number of members are necessary to fill the vacant position(s) on the Board. Such members may be members of the City Council.

The initial board of directors shall be appointed by resolution of the governing bodies of the City and the taxing units as provided herein within sixty (60) days of the effective date of this Ordinance. All members appointed to the board shall meet eligibility requirements as set forth in the Act.

The terms of the board members shall be for two years. The governing body of the City shall designate a member of the board to serve as chairman of the board of directors, and the board shall elect from its members a vice chairman and other officers as it sees fit.

The board of directors shall make recommendations to the City concerning the administration of the Zone. It shall prepare and adopt a project plan and a reinvestment

zone financing plan for the Zone and must submit such plans to the City Council for its approval.

**SECTION 2.
PROVISIONS CUMULATIVE**

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

**SECTION 3.
PROVISIONS SEVERABLE**

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

**SECTION 4.
EFFECTIVE DATE**

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

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on July 10, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

The Honorable Mayor Edward Lopez

ATTEST:

Lindsay Rawlinson, City Secretary

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 10, 2023

Subject: Series 2023 CO Issuance for Street Reconstruction

Agenda Item:

Consider Resolution 577-23 directing publication of notice of intention to issue certificates of obligation; directing the preparation of a preliminary official statement and related materials; and providing an effective date

Background Information:

During the April 10, 2023 City Council Budget Workshop, staff provided a presentation on the City's current debt obligations and capacity. In particular, staff looked at how the City could complete the next sixteen (16) street reconstruction projects by issuing Certificates of Obligation. The City's financial advisors, Hilltop Securities, suggested a three-cent, three-year tax rate increase to finance the sixteen (16) street projects with City Council authorizing debt issues in Summer 2023, Summer 2024 and Summer 2025. The three-cent tax rate increase could be less each year depending on property valuations and the general fund's capacity to cover the additional debt.

Resolution 577-23 provides notice that the City of Richland Hills is preparing to issue Certificates of Obligation in the amount of \$7,000,000 in September 2023 for the following purposes: designing, equipping, and constructing streets, roads, sidewalks, including related drainage, utility relocation, signalization, landscaping, lighting and signage, and acquisition of land and rights of way therefor; (ii) designing, equipping, and constructing improvements to the City's water and wastewater system; and (iii) the payment of fiscal, engineering and legal fees associated with the projects.

The Series 2023 Certificates of Obligation are intended to fund the following six (6) street improvement projects:

Street Name	Begin	End	Notes
Jameson St.	Gereome St.	Faye Dr.	Paving, Water, Sewer
Joanne Ct.	Mathews Dr.	Cul-de-sac	Paving, Water
Mary Boaz Dr.	Lavon Dr.	Marceille Ct.	Paving, Water, Sewer
Mary Boaz Dr.	Marceille Ct.	Jameson St.	Paving, Water, Sewer
Brooks Ave.	Rufe Snow Dr.	Holder St.	Paving, Water, Sewer
Oxley Dr	Evergreen Rd.	Booth Calloway Rd.	Paving, Water, Sewer

Financial Considerations:

The City's current combined principal and interest required to pay all outstanding debt obligations is \$30,764,837. The Series 2023 Certificates of Obligation will increase the City's total debt obligation by \$8,992,938 for a total of \$39,757,775.

Paving and engineering costs associated with the projects will be paid for by the General Fund while the Drainage Fund and Utility Fund will pay for improvements to the drainage and water/wastewater systems. A breakdown of estimated costs for the proposed six (6) projects is listed below.

Street Name	Paving	Drainage	Water/Sewer	Engineering	Total Cost
Jameson St	640,000	-	320,000	120,000	1,080,000
Joanne Ct	400,000	-	70,000	60,000	530,000
Mary Boaz Dr-1	650,000	-	176,000	100,000	926,000
Mary Boaz Dr-2	575,000	-	130,000	90,000	795,000
Brooks Ave	780,000	-	240,000	130,000	1,150,000
Oxley Dr	1,170,000	-	320,000	190,000	1,680,000
TOTALS	4,215,000	-	1,256,000	690,000	6,161,000

Legal Review:

Bond Counsel has reviewed the Resolution and Notice of Intention to issue Certificates of Obligation

Board/Citizen Input:

N/A

Attachments:

Resolution 577-23

Council Action Requested:

Motion to approve Resolution 577-23 directing publication of notice of intention to issue certificates of obligation; directing the preparation of a preliminary official statement and related materials; and providing an effective date

RESOLUTION NO. 577-23

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; DIRECTING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND RELATED MATERIALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richland Hills, Texas (the "City") expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in **Exhibit A** to this Resolution prior to the issuance of the Certificates hereinafter described; and

WHEREAS, the City's City Manager, Director of Finance and Administrative Services, Financial Advisor and Bond Counsel are prepared to draft and distribute necessary documents for the sale on a competitive bid basis of the Certificates; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1.

Attached hereto and marked Exhibit A is a form of notice (the "Notice"), the form and substance of which are hereby passed and approved.

SECTION 2.

The City Secretary shall cause the Notice to be published, in substantially the form attached hereto, in a newspaper of general circulation in the City of Richland Hills, Texas, for two (2) consecutive weeks, the date of the first publication to be before the forty-fifth (45th) day before the date tentatively set for the adoption of the ordinance authorizing the issuance of the Certificates as shown in the Notice.

SECTION 3.

The City Secretary shall cause the Notice to be posted, in substantially the form attached hereto, continuously on the City's internet website for at least forty-five (45) days before the date tentatively set for the adoption of the ordinance authorizing the issuance of the Certificates as shown in the Notice.

SECTION 4.

The facilities and improvements to be financed with proceeds from the proposed Certificates are to be used for the purposes described in the attached Notice of Intention. No bond proposition to authorize the issuance of bonds for the same purpose as any of the projects described in Exhibit A to be financed with the proceeds of the proposed Certificates was submitted to the voters of the City during the preceding three (3) years and failed to be approved.

SECTION 5.

All costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates shall be issued within eighteen (18) months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 6.

The City Manager and Director of Finance and Administrative Services are hereby directed to cause the preparation of a Preliminary Official Statement for the Certificates, together with related materials, and the Director of Finance and Administrative Services and the Financial Advisor are authorized to distribute same among entities which would be interested in bidding on the Certificates and other interested persons.

SECTION 7.

The Director of Finance and Administrative Services and the Financial Advisor are authorized to apply to rating agencies for ratings on the Certificates and to make presentations to them and provide to such entities the information reasonably requested by them.

SECTION 8.

The Council hereby authorizes its advisors, the City Manager and the Director of Finance and Administrative Services of the City, and its members to do all things necessary to prepare for the sale of the Certificates.

SECTION 9.

This Resolution shall be effective immediately upon passage and adoption.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on July 10, 2023, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Richland Hills, Texas, to issue one or more series of the interest bearing certificates of obligation of the City to be entitled "City of Richland Hills, Texas Combination Tax and Revenue Certificates of Obligation", for the purpose of paying contractual obligations to be incurred by the City, to-wit: (i) designing, equipping, and constructing streets, roads, sidewalks, including related drainage, utility relocation, signalization, landscaping, lighting and signage, and acquisition of land and rights of way therefor; (ii) designing, equipping, and constructing improvements to the City's water and wastewater system; and (iii) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City Council tentatively proposes to authorize the issuance of said series (one or more) of Certificates of Obligation at its regular meeting place in the City Hall at a meeting to commence at 7:00 p.m., on September 11, 2023. The maximum amount of Certificates that may be authorized to be sold on said date for such purposes described above is \$7,000,000. The City Council presently proposes to provide for payment of said series (one or more) of Certificates of Obligation from the levy of taxes and from a limited surplus revenue pledge (not to exceed \$1,000) derived from the operation of the City's water and wastewater systems.

In accordance with the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended ("Chapter 271"), the following information has been provided by the City: (i) the principal amount of all outstanding debt obligations of the City is \$23,755,000; (ii) the current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$30,764,837; (iii) the maximum principal amount of the certificates of obligation to be authorized is \$7,000,000; (iv) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$8,992,938; (v) the maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate; and (vi) the maximum maturity date of the certificates of obligation to be authorized shall not exceed forty (40) years from the date thereof.

CITY OF RICHLAND HILLS, TEXAS

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF RICHLAND HILLS §

We, the undersigned officers of the City Council of the City, hereby certify as follows:

1. The City Council of the City convened in a REGULAR MEETING ON THE 10th DAY OF JULY, 2023, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Edward Lopez, Mayor
G.W. Estep, Mayor Pro-Tem
Douglas Knowlton, Member
Travis Malone, Member
Theresa Bledsoe, Member
Javier Alvarez, Member
Roland Goveas, Member

Lindsay Rawlinson, City Secretary

and all of the persons were present except, _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; DIRECTING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND RELATED MATERIALS; AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, the motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: —

NAYS: —

ABSTENTIONS: —

2. That a true, full and correct copy of the aforesaid Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose; that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting as given, all as required by Chapter 551, Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED the 10th day of July, 2023.

Lindsay Rawlinson, City Secretary

Edward Lopez, Mayor

(SEAL)

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 10, 2023

Subject: Amendment to Richland Crossing TIRZ Development Agreement

Agenda Item:

Consider First Amendment to TIRZ Development Agreement between the City of Richland Hills, Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and RC 51 Townhome Lots, LTD

Background Information:

On July 25, 2022, the Tax Increment Reinvestment Zone (TIRZ) Board and City Council approved a Development Agreement for the Richland Crossing Planned Development located at the northwest corner of Baker Boulevard and Popplewell Street. The Agreement was fully executed by all parties on September 20, 2022.

The developer, RC 51 Townhome Lots, has recently engaged DR Horton to build the homes. RC 51 Townhome Lots and DR Horton have both indicated that, under the new partnership, they do not plan to seek the annual reimbursement grant from project generated TIRZ revenue as outlined in the original agreement. This would reduce the City's contribution to the project by \$324,619. RC 51 Townhome Lots is still requesting the \$400,000 infrastructure grant to be paid once the City has approved and accepted all public infrastructure within the project.

The proposed amendment to the TIRZ Development Agreement for Richland Crossing is attached to this memo. The amendment allows for the \$400,000 infrastructure grant but does not include the \$324,619 annual reimbursement grant. Section 3.5 of the amendment includes language on the automatic termination and reversion back to the original agreement should RC 51 Townhome Lots and DR Horton terminate their contract. This section allows the developer to seek the annual reimbursement grant as originally approved if the partnership with DR Horton is terminated.

Financial Considerations:

City participation for the project had previously been approved in the amount of \$724,619. Under the First Amendment to the TIRZ Development Agreement, the developer is only seeking the \$400,000 infrastructure grant, therefore reducing the City's contribution to the project by \$324,619.

Legal Review:

The City Attorney has reviewed the First Amendment to the TIRZ Development Agreement and made suggested revisions regarding presenting notice and proof of termination to the City and TIRZ Board.

Board/Citizen Input:

The Tax Increment Reinvestment Zone Board will consider the First Amendment to the TIRZ Development Agreement on July 10, 2023 prior to the City Council meeting.

Attachments:

First Amendment to TIRZ Development Agreement between the City of Richland Hills, Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and RC 51 Townhome Lots, LTD

Council Action Requested:

Motion to approve First Amendment to TIRZ Development Agreement between the City of Richland Hills, Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and RC 51 Townhome Lots, LTD subject to the City Attorney's recommended revisions

FIRST AMENDMENT TO
TIRZ DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RICHLAND HILLS,
TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF
RICHLAND HILLS, TEXAS AND RC 51 TOWNHOME LOTS, LTD

This First Amendment to TIRZ Development Agreement is entered into by and among the City of Richland Hills, Texas (the "City"), the Board of Directors (the "Board") of the Tax Increment Reinvestment Zone Number One, City of Richland Hills (the "Zone"), and RC 51 Townhome Lots, LTD, a Texas limited partnership (the "Developer") (this "First Amendment"). The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

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ARTICLE I
RECITALS

~~WHEREAS, the on September 14, 2022, the City, the Board, and the Developer executed that certain TIRZ Development Agreement entered into among Between, the City of Richland Hills, Texas, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas and RC 51 Townhome Lots, LTD (the "Original Agreement") was entered into on September 14, 2022 and")~~; and

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WHEREAS, the Original Agreement is attached hereto as Exhibit A; and

WHEREAS, the Parties find it in the best interest of the Parties to amend the Original Agreement; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II
AMENDMENTS

2.1 Article IV "Grants and Other Consideration" is hereby amended in its entirety with the following:

"ARTICLE IV
GRANTS AND OTHER CONSIDERATIONS

4.1 Developer Reimbursement of Project Costs. Subject to the continued satisfaction of all the terms and conditions of this Agreement by the Developer, the Public Parties agree to reimburse the Developer for Project Costs from the TIRZ Fund as provided in this Agreement. Only those Project Costs approved by the City Manager or their designee as being in compliance with this Agreement will be considered for reimbursement. The TIRZ Fund shall only be used to pay Project Costs in accordance with this Agreement and the Act.

(a) Infrastructure Grant. Within thirty (30) days of the Completion of Infrastructure Construction, and upon submission of evidence satisfactory to the City showing construction costs expended by Developer for the public infrastructure, the City shall make a one-time payment in the amount of four hundred thousand dollars (\$400,000.00) to Developer (the "Infrastructure Grant").

(b) Notwithstanding any other provision to the contrary, in no event shall the monies on deposit in the TIRZ Fund be used to reimburse the Developer for the Project Costs under this Agreement in excess of the Infrastructure Grant. The obligation of the City to pay the Developer the Project Costs is limited to the extent that there are funds in the TIRZ Fund available during the term of this Agreement in an amount not to exceed the Infrastructure Grant.

(c) The Developer agrees to look solely to the TIRZ Fund, not the City's general fund or other funds, for payment of Project Costs. Nothing in this Agreement shall be construed to obligate the City to provide reimbursement of Project Costs from any other source of funds or to otherwise require the City to pay the Developer for Project Costs in the event there are insufficient funds in the TIRZ Fund to pay Project Costs or in the event the Zone terminates prior to payment in full of the accrued Project Costs (provided the City shall not adopt an ordinance providing for termination of the Zone on a date earlier than provided in the ordinance that established the Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the expiration of the Zone, any Project Costs that remain un-reimbursed or that remain unpaid, due to lack of availability of funds in the TIRZ Fund, or due to the failure of the Developer to satisfy any precondition of reimbursement under this Agreement, shall no longer be considered Project Costs or obligations of the Zone, and any obligation of the Public Parties to provide reimbursement payments to the Developer for Project Costs shall automatically expire and terminate on such date.

4.2 Deferral of Public Works Inspection Fee. Subject to the terms and conditions of this Agreement, the City agrees to defer the payment of its public works inspection fee associated with the Project and that are required for the Project, and instead are due upon Completion of Infrastructure Construction. ("Deferral of Public Works Inspection Fee").

4.3 Tax Increment Fund Priorities. The funds deposited in the TIRZ Fund shall be applied in the following order of priority: (i) amounts pledged or required for payment of outstanding bonds or debt issued for Zone projects, if any (and provided that bond proceeds are used or reserved to pay City and Board obligations pursuant to this Agreement); (ii) allocation of the maintenance of a minimum balance of \$50,000 in the TIRZ Fund; and (iii) Reimbursement Payments to the Developer for the Project Costs."

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 Other Terms of the Agreement. Upon execution of this First Amendment, any terms of the Original Agreement not altered herein shall remain in full force and effect.

3.2 Authority and Enforceability. The Public Parties represent and warrant that the individuals executing this First Amendment on behalf of the Public Parties have been duly authorized to do so. The Developer represents and warrants that this First Amendment has been approved by appropriate action of the Developer, and that the individual executing this First Amendment on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this First Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.3 Entire Agreement; Severability. This First Amendment constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this First Amendment. This First Amendment shall not be modified or amended except in writing signed by the Parties. If any provision of this First Amendment is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this First Amendment; (ii) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this First Amendment shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.4 Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.5 Automatic Termination and Reversion. Notwithstanding anything to the contrary in this First Amendment, this First Amendment shall automatically terminate, be void ab initio and shall be of no further force or effect if Developer notifies the Public Parties that Developer has terminated that certain Contract of Sale by and between Developer and DRHI, Inc. (the "Builder Contract Termination"). For the avoidance of doubt, upon Developer's notification of the Builder Contract Termination, the Agreement shall revert to the terms outlined in the Original Agreement as of September 14, 2022. Specifically, Developer shall be entitled to seek the Annual Reimbursement Grant as identified in Section 4.1(b) of the Agreement.

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IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date the final Party executes this First Amendment.

CITY OF RICHLAND HILLS, TEXAS

By: _____
Name: Candice Edmondson

Title: City Manager

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Candice Edmondson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of the City of Richland Hills, Texas, and that she 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 _____, 2023.

[Notary Seal]

Notary Public, State of Texas

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

By: _____
Name: Edward Lopez

Title: Board President

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Edward Lopez, 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 _____, 2023.

[Notary Seal]

Notary Public, State of Texas

RC 51 TOWNHOME LOTS, LTD

a Texas limited partnership

By: _____
_____ RC 51 Townhome Lots Management, LLC,
a Texas limited liability company
its general partner

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By: _____
Name: Robert Maxey

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Title: Managing Member

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Date: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME on this day personally appeared Robert Maxey, known to me to be the person and managing member whose name is subscribed to the foregoing instrument and acknowledged to me that he is the managing member of RC 51 Townhome Lots Management, LLC, general partner for RC 51 Townhome Lots, LTD, 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 _____, 2023.

[Notary Seal]

Notary Public, State of Texas

EXHIBIT A

[ATTACH EXECUTED COPY OF ORIGINAL ~~DEVELOPMENT~~ AGREEMENT]

**TIRZ DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RICHLAND HILLS,
TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF
RICHLAND HILLS, TEXAS AND RC 51 TOWNHOME LOTS, LTD**

This TIRZ Development Agreement (this "Agreement") is entered into among the City of Richland Hills, Texas (the "City"), the Board of Directors (the "Board") of the Tax Increment Reinvestment Zone Number One, City of Richland Hills (the "Zone"), and RC 51 Townhome Lots, LTD (the "Developer"). The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

ARTICLE I
RECITALS

WHEREAS, unless otherwise specified, all references to "Section" mean a section of this Agreement, and all references to "Exhibit" mean the exhibits attached to and made a part of this Agreement for all purposes; and

WHEREAS, RC 51 Townhome Lots, LTD is a Texas Limited Liability Partnership; and

WHEREAS, the City is a home rule municipality of the State of Texas; and

WHEREAS, the Zone (hereinafter defined) is a tax increment reinvestment zone created by the governing body of the City (the "City Council") in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), by Ordinance No. 1136-01-2009 adopted January 27, 2009; and

WHEREAS, on September 22, 2009, the City Council adopted the Project and Finance Plan (the "Project and Finance Plan") for the Zone; and

WHEREAS, on April 27, 2010 the Tarrant County Commissioners Court approved participation in the City of Richland Hills Tax Increment Reinvestment Zone Number One and payment into the tax increment fund of seventy-five percent (75%) of its collected incremental tax revenue; and

WHEREAS, an amended Project and Finance Plan for the Zone was approved by the Tax Increment Reinvestment Zone Board of Directors on August 24, 2020, the Richland Hills City Council on September 14, 2020 and the Tarrant County Commissioners Court on March 9, 2021; and

WHEREAS, the Act authorizes agreements to implement the Project and Finance Plan; and

WHEREAS, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the TIRZ Fund, as defined in the Project and Finance Plan; and

WHEREAS, in accordance with Section 311.010(h) of the Act, the City Council and the Board, as necessary or convenient to implement the Project and Finance Plan, and achieve its

purposes, may establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants and loans from the TIRZ Fund of the Zone; and

WHEREAS, by approval of the City Council, the Board has all the powers of a City under Chapter 380, Texas Local Government Code; and

WHEREAS, in accordance with the Project and Finance Plan, the Public Parties find that reimbursements to Developer will be made in furtherance of economic development programs authorized under Chapter 380, Texas Local Government Code, and the Project to be built by Developer is one that will result in investments that support the placemaking goals of the Project and Finance Plan, and is a project that offers a high likelihood of repayment to encourage the regeneration of public funds; and

WHEREAS, the Public Parties find that the reimbursements provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the Zone and the state; (ii) eliminating unemployment and underemployment in the state and Zone; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the Zone; and (v) promoting development and redevelopment within the Zone; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose; and

WHEREAS, the Public Parties have ensured that the public will receive benefits for the reimbursements provided imposing on the Developer performance standards and penalties for any failure to meet the standards.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Words and phrases used in this Agreement that have their initial letters capitalized shall have the meanings given to them in the introductory paragraph above, in the recitals, and in this Article II unless the context in which a word or phrase is used clearly requires a different meaning.

“Act” is defined in the Recitals.

“Agreement” is defined in the introductory paragraph of this Agreement.

“Annual Payment Date” shall mean October 1 of each calendar year during the term of this Agreement, except the first Annual Payment Date shall be October 1 of the calendar year following the Commencement Date.

“Approved Plans” shall mean construction plans for the residential buildings and public infrastructure that conform to all City regulations, as certified by Developer’s engineer of record and approved by the City Engineer.

“Board” is defined in the introductory paragraph of this Agreement.

“Capital Investment” means the actual cost incurred by Developer related to the design and construction of the Project, including all labor and materials for construction of the total development, architectural fees, engineering costs, surveying costs, fees of other consultants, permit and inspection fees, development fees, and financing fees.

“Captured Appraised Value” means the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the calendar year less the Tax Increment Base.

“City” is defined in the introductory paragraph of this Agreement.

“City Code” shall mean the City of Richland Hills Code of Ordinances.

“City Council” is defined in the Recitals.

“Commencement of Construction” shall mean that (i) the plans for the Project have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project on the Property; (ii) all necessary permits for the construction of the Project on the Property pursuant to the respective plans have been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the Project has commenced.

“Commencement Date” shall mean the date (i) there is at least \$40,000 on deposit in the TIRZ Fund; (ii) and Developer has achieved Completion of Infrastructure Construction of the Project.

“Completion of Infrastructure Construction” means the City has approved and accepted all public infrastructure within the Project.

“Developer” is defined in the introductory paragraph of this Agreement.

“Effective Date” means the last date of execution of this Agreement by the Parties.

“Expiration Date” means the earlier of: (i) the date of termination of the Zone; and (ii) the date on which Maximum Reimbursement Amount has been paid in full to the Developer.

“Maximum Reimbursement Amount” means \$724,618.38

“Party” and “Parties” are defined in the introductory paragraph of this Agreement.

“Participation Agreement” shall mean an Agreement between the City and a Taxing Unit for the Taxing Unit to contribute Tax Increment to the TIRZ Fund.

“Payment Request” shall mean a written request from the Developer to the City for a Reimbursement Payment accompanied by: (i) copies of invoices, bills, receipts and such other

information as may be reasonably requested by City to document Project Costs; and (ii) satisfactory written proof that all amounts owing to contractors and subcontractors for the Project Costs have been paid in full evidenced by the customary affidavits executed by Developer and/or its contractors. Once the Developer has submitted copies of invoices, bills, and receipts for eligible Project Costs equal to the Maximum Reimbursement Amount, the Developer is not required to include such materials in any subsequent Payment Request.

“Project” means a residential development consisting of a 51 single-family townhome units; 1.07 acres of open space; infrastructure, driveways, parking, landscaping and other improvements reasonably required to be constructed by Developer on the Property, all of the foregoing of which are shown on the site plan and renderings attached hereto as **Exhibit B**.

“Project and Finance Plan” is defined in the Recitals.

“Project Costs” mean the following costs attributable to the construction of the Project: all development cost, including, without limitation, all hard cost of construction; the costs of construction materials, building systems installation; contractor fees; architectural, engineering, design, and planning costs; development fees; insurance; financing costs; permit fees; and testing fees.

“Property” means the real property more particularly described on the attached **Exhibit A**.

“Reimbursement Payment” means the annual payment to the Developer for the Project Costs as set forth herein.

“Residential Buildings” means the 51 single-family townhome units.

“Public Parties” are defined in the introductory paragraph to this Agreement.

“Tax Increment” means the total amount of property taxes levied and collected by the City and a Taxing Unit for a calendar year on the Captured Appraised Value of real property taxable by the City and a Taxing Unit and located in the Zone. The amount of Tax Increment contributed by the City or any other Taxing Unit shall be limited to any maximum amount or other terms set forth in the respective Participation Agreement of such Taxing Unit or, in the case of the City, the participation amount established by ordinance.

“Tax Increment Base” means the total appraised value of all real property taxable by the City and a Taxing Unit and located in the Zone for the calendar year in which the Zone was designated by the City.

“Taxing Unit” shall mean Tarrant County, Texas.

“TIRZ Fund” means the funds deposited by the City and any Taxing Unit in the Tax Increment fund for the Zone.

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

ARTICLE III **DEVELOPER OBLIGATIONS**

3.1 Construction of Infrastructure. Developer agrees to achieve Commencement of Construction of the Project no later than one hundred eighty (180) days after the Effective Date.

- (a) If, in the reasonable opinion of the City Manager, the Developer has made substantial progress toward Commencement of Construction or in the event of Force Majeure, the City Manager may extend the date for Commencement of Construction in her reasonable discretion upon written request from the Developer.

3.2 Completion of Infrastructure Construction. Developer shall complete construction of public infrastructure within twelve (12) months of Commencement of Construction, subject to events of Force Majeure.

3.3 Capital Investment. On or before Completion of Infrastructure Construction, Developer must make a Capital Investment in the Project in an amount of no less than \$1,500,000. Developer must provide sufficient evidence to the City for the Capital Investment in a manner acceptable to the City within sixty (60) days of Completion of Infrastructure Construction.

3.4 Construction Plans; Surveying. Developer shall submit to the City for approval complete construction plans for the public infrastructure, which when approved shall be the Approved Plans. 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 directly to the provider.

3.5. Public Infrastructure Conveyance. Any public infrastructure 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 Completion of Infrastructure Construction. 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 infrastructure showing they have paid for such labor and materials.

3.6 Easement Acquisition. Developer agrees to dedicate to the City all land within the Property necessary for the construction of the public infrastructure. All public rights-of-way and easements necessary for the construction of public infrastructure shall be dedicated to the City upon final acceptance.

3.7 Bond Requirement. Prior to initiating any construction of the public infrastructure, the Developer shall provide or cause to be provided to the City by contractors constructing the public infrastructure 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 infrastructure, guaranteeing payment of all labor, materials and equipment used in the construction of the public infrastructure.
- 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 infrastructure, guaranteeing the maintenance in good condition of the public infrastructure for a period of two (2) years from and after the date that a certificate of completion is issued from 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.

3.8 Construction of Residential Buildings. Subject to the City's issuance of building permits, the Developer shall commence construction of the Residential Buildings no later than sixty (60) days after Completion of Infrastructure Construction, with the Project being substantially complete by no later than forty-eight (48) months thereafter, subject to events of Force Majeure, and with an expected ad valorem tax value of \$16,000,000 upon completion.

3.9. Compliance with Laws. Developer agrees to construct the Project in accordance with the site plan and renderings attached hereto as **Exhibit B**, and all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof). The construction of the Project may not deviate from the site plan and renderings on the attached **Exhibit B** without the prior approval of the City Council.

ARTICLE IV **GRANTS AND OTHER CONSIDERATIONS**

4.1 Developer Reimbursement of Project Costs. Subject to the continued satisfaction of all the terms and conditions of this Agreement by the Developer, the Public Parties agree to reimburse the Developer for Project Costs from the TIRZ Fund as provided in this Agreement. Only those Project Costs approved by the City's City Manager or their designee as being in compliance with this Agreement will be considered for reimbursement. The TIRZ Fund shall only be used to pay Project Costs in accordance with this Agreement and the Act., and as illustrated and further described below:

Anticipated Developer Revenue/Reimbursement Schedule - Flow of Funds			
Year	Infrastructure Grant (from TIRZ Cash)	Annual Reimbursement Grant (from Project generated TIRZ Revenue)	Reimbursement Payments
2022			
2023	\$400,000.00		\$400,000.00
2024		\$16,783.05	\$16,783.05
2025		\$33,733.93	\$33,733.93
2026		\$51,613.37	\$51,613.37
2027		\$53,169.44	\$53,169.44
2028		\$54,772.19	\$54,772.19
2029		\$56,423.02	\$56,423.02
2030		\$58,123.38	\$58,123.38
		\$324,618.38	\$724,618.38

(a) Infrastructure Grant. Within thirty (30) days of the Completion of Infrastructure Construction, and upon submission of evidence satisfactory to the City showing construction costs expended by Developer for the public infrastructure, the City shall make a one-time payment in the amount of four hundred thousand dollars (\$400,000.00) to Developer (the “Infrastructure Grant”).

(b) Annual Reimbursement Grant. The City shall make Reimbursement Payments to the Developer on an annual basis within thirty (30) days after receipt of a Payment Request following the first Annual Payment Date that follows the Commencement Date (the “Annual Reimbursement Grant”).

(c) The amount of each annual Reimbursement Payment shall be the lesser of: (i) the amount of the Project Costs then eligible for payment pursuant to paragraph (a) of this Section 4.1 that have not been paid to the Developer; and (ii) the amount of available TIRZ Funds after consideration of the priorities set forth in Section 4.2, below. If there are insufficient funds in the TIRZ Fund for an annual Reimbursement Payment, the unreimbursed Project Costs shall be carried forward to succeeding Annual Payment Dates until payment has been made in full or termination of this Agreement, whichever occurs first.

(d) Notwithstanding any other provision to the contrary, in no event shall the monies on deposit in the TIRZ Fund be used to reimburse the Developer for the Project Costs under this Agreement in excess of the Maximum Reimbursement Amount. The obligation of the City to pay the Developer the Project Costs is limited to the extent that there are funds in the TIRZ Fund available during the term of this Agreement in an amount not to exceed the Maximum Reimbursement Amount.

(e) The Developer agrees to look solely to the TIRZ Fund, not the City's general fund or other funds, for payment of Project Costs. Nothing in this Agreement shall be construed to obligate the City to provide reimbursement of Project Costs from any other source of funds or to otherwise require the City to pay the Developer for Project Costs in the event there are insufficient funds in the TIRZ Fund to pay Project Costs or in the event the Zone terminates prior to payment in full of the accrued Project Costs (provided the City shall not adopt an ordinance providing for termination of the Zone on a date earlier than provided in the ordinance that established the Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the expiration of the Zone, any Project Costs that remain un-reimbursed or that remain unpaid, due to lack of availability of funds in the TIRZ Fund, or due to the failure of the Developer to satisfy any precondition of reimbursement under this Agreement, shall no longer be considered Project Costs or obligations of the Zone, and any obligation of the Public Parties to provide reimbursement payments to the Developer for Project Costs shall automatically expire and terminate on such date.

4.2 Deferral of Public Works Inspection Fee. Subject to the terms and conditions of this Agreement, the City agrees to defer the payment of its public works inspection fee associated with the Project and that are required for the Project, and instead are due upon Completion of Infrastructure Construction. ("Deferral of Public Works Inspection Fee").

4.3 Tax Increment Fund Priorities. The funds deposited in the TIRZ Fund shall be applied in the following order of priority: (i) amounts pledged or required for payment of outstanding bonds or debt issued for Zone projects, if any (and provided that bond proceeds are used or reserved to pay City and Board obligations pursuant to this Agreement); (ii) allocation of the maintenance of a minimum balance of \$50,000 in the TIRZ Fund; and (iii); and Reimbursement Payments to the Developer for the Project Costs.

4.4 Records. The Developer shall at all times keep complete and accurate books and records in accordance with generally accepted accounting principles and shall allow any representative of the Public Parties, at all reasonable times and with at least three (3) business days' prior written notice, to examine and copy the books and records of the Developer that relate to this Agreement.

ARTICLE V **ADDITIONAL PROVISIONS**

5.1 Zone Duration. If upon expiration of the term of the Zone, Project Costs have not been paid to the Developer or its assignees, neither the City nor a Taxing Unit shall have any obligation to pay the shortfall.

5.2 Assignment. The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to the following (an “Assignee”): (i) any person or entity that is or will become an owner of or who leases any portion of the Property; or (ii) any entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within forty-five (45) days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within forty-five (45) days after execution, the Developer shall not be released until the City receives such assignment. An Assignee shall be considered the “Developer” and a “Party” for the purposes of this Agreement.

5.3 Collateral Assignment. The Developer shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Zone, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

5.4 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council, and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

5.5 Defaults; Remedies.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given thirty (30) days to perform. If the default cannot reasonably be cured within such thirty (30) day period, and the Party in default has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting Party may, at its sole option, extend the period in which the default must be cured.

(b) Notwithstanding Section 5.5(a), upon written notice, this Agreement may be terminated by the City in the event Developer fails to achieve Commencement of Construction.

5.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

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

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: James Donovan
6000 Western Place, Suite 200
Fort Worth, Texas 76107

To the Developer: RC 51 Townhome Lots, LTD
Attn: Robert Maxey
611 S. Main Street, Suite #400
Grapevine, Texas 76051 _____

To the Board: City of Richland Hills
Attn: Board President
TIRZ No. 1
3200 Diana Drive
Richland Hills, TX 76118

With a copy to: Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: James Donovan
6000 Western Place, Suite 200
Fort Worth, Texas 76107

5.7 Authority and Enforceability. The Public Parties represent and warrant that the individuals executing this Agreement on behalf of the Public Parties have been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.8 Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

5.9 Applicable Law; Venue. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Tarrant County, Texas. Exclusive venue for any action to enforce or construe this Agreement shall be in Tarrant County, Texas.

5.10 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. No force majeure event shall suspend a Party's obligation to perform for longer than thirty (30) days.

5.12 Counterparts. 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.

5.13 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date.

5.14 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay to the City the funds received by the Developer under this Agreement within one hundred twenty (120) days after the date the Developer is notified by the City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.15 Right of Offset. The City may offset any amount owed to the Developer for reimbursement of Project Costs against any amount which is lawfully due to the City from the Developer.

5.16 Rough Proportionality. As additional consideration for the reimbursements received by the Developer under this Agreement, the Developer agrees that all dedications, construction costs and other payments made by the Developer related to any public improvements are roughly proportional to the need for such public improvements created by the development of the Property and the Developer hereby waives any claim therefore that it may have. The 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 the dedication, construction costs, and other payments for any public improvements are related both in nature and extent to the impact of the Project. The Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. Constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

5.17 Attorney's Fees. In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

5.18 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

5.19 Iran, Sudan, and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

5.20 No Discrimination Against Fossil Fuel Companies. The Developer hereby verifies that for the purpose of the requirements under Section 2274.002 of the Texas Government Code, as amended, that the Developer does not employ ten (10) or more full-time employees; therefore, Section 2274.002 of the Texas Government Code, as amended, does not apply to this Agreement.

5.21 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that for the purpose of the requirements under Section 2274.002 of the Texas Government Code, as amended, that the Developer does not employ ten (10) or more full-time employees; therefore, Section 2274.002 of the Texas Government Code, as amended, does not apply to this Agreement.

5.22 Affiliate. As used in Sections 5.14, 5.18, and 5.192, the Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

5.23 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

5.24 Conditions Precedent. This Agreement is subject to and conditioned on: (i) the Parties entering into the Contract of Sale; (ii) the Developer closing its purchase of the Property from the City.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF RICHLAND HILLS, TEXAS

By: Candice Edmondson

Name: Candice Edmondson

Title: City Manager

Date: 9-14-2022

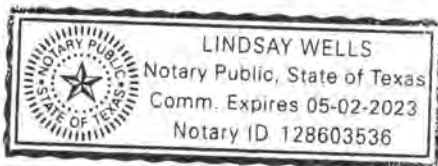
STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Candice Edmondson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of the City of Richland Hills, Texas and that she 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 14 day of September, 2022.

[Notary Seal]

Lindsay Wells
Notary Public, State of Texas



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

By:

Name: Edward Lopez

Title: Board President

Date:

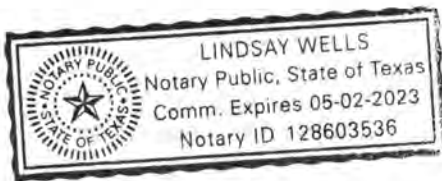
9.15.2022

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Edward Lopez, 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 15 day of September, 2022.

[Notary Seal]



Lindsay Wells
Notary Public, State of Texas

RC 51 TOWNHOME LOTS, LTD

By: 

Name: RC 51 Townhome Lots Management, LLC, general partner

Name: Robert Maxey

Title: Managing Member

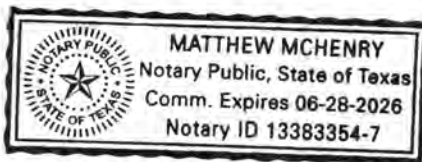
Date: 9/20/22

STATE OF TEXAS §
COUNTY OF Denton §

BEFORE ME on this day personally appeared Robert Maxey, known to me to be the person and managing member whose name is subscribed to the foregoing instrument and acknowledged to me that he is the managing member of RC 51 Townhome Lots Management, LLC, general partner for RC 51 Townhome Lots, LTD 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 20 day of September, 2022.

[Notary Seal]



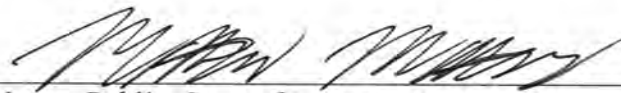

Notary Public, State of Texas

EXHIBIT A

The Property

BEING all of Lots 6 and 7, and the east 170.00 feet of Lot 8 of Block L of RICHLAND HILLS, an addition to the City of Richland Hills, Tarrant County, Texas, according to the plat recorded in Volume 388-C at Page 168 of the Plat Records of Tarrant County, Texas. And being more particularly described by metes and bounds as follows:

BEGINNING at a 1 1/2" iron rod set for corner at the intersection of the north right-of-way line of Baker Boulevard (State Highway 183) (having a 160-foot-wide right-of-way) with the west right-of-way line of Popplewell Street (having a 50-foot-wide right-of-way); the same point being the southwest corner of the above mentioned Lot 6;

THENCE West along the said north right-of-way line of Baker Boulevard (State Highway No. 183) and along the south line of Lots 6, 7, and 8 for a distance of 641.50 feet to a 5/8" iron rod found for corner;

THENCE North 00 degrees 05 minutes 00 seconds East departing the said north right-of-way line of Baker Boulevard (State Highway No. 183) for a distance of 337.50 feet to a capped Iron rod found for corner in the north line of the above mentioned Lot 8;

THENCE East along the north line of Lots 8, 7, and 6 for a distance of 641.50 feet to a capped iron rod found for corner in the west right-of-way line of Popplewell Street, the same point being the northeast corner of Lot 6;

THENCE South 00 degrees 05 minutes 00 seconds West along the said west right-of-way line of Popplewell Street and along the east line of Lot 6 for a distance of 337.50 feet to the POINT OF BEGINNING;

CONTAINING 4.9703 acres of land, more or less,

RESIDENTIAL SITE DATA

GROSS ACREAGE: 4.97 ACRES
RESIDENTIAL LOTS: 51
RESIDENTIAL LOT AREA: 2.56 ACRES (51.5%)
OPEN SPACE TOTALS:
- OPEN SPACE: 1.07 ACRES (21.5%)
- 10' LANDSCAPE BUFFER: 0.21 ACRES (4.2%)
- TOTAL: 1.28 ACRES (25.8%)

POPPLEWELL STREET
R.O.W. DEDICATION: 0.04 ACRES (0.8%)
STREET PAVEMENT AREA: 0.53 ACRES (10.7%)
ALLEY PAVEMENT AREA: 0.56 ACRES (11.3%)

LOT SUMMARY AND DENSITY

RESIDENTIAL LOTS: 51
MINIMUM LOT AREA: 1,980 SF
COMMON AREAS: 8
GROSS ACREAGE: 4.97 ACRES
DENSITY (LOTS PER ACRE): 10.3 LOTS PER ACRE

PARKING SUMMARY

ONSITE GARAGE PARKING SPACES: 102
ONSITE DRIVEWAY PARKING SPACES: 97
INSET PARKING SPACES: 34
TOTAL PARKING SPACES: 233
PARKING SPACES PER UNIT: 4.57

ZONING

EXISTING ZONING: PD MF-2 AND SF-7
PROPOSED ZONING:
PD (MF-2) MULTI-FAMILY RESIDENTIAL

ZONING REGULATIONS

FRONT YARD:
SIDE YARD:
REAR YARD:
LOT WIDTH:
LOT DEPTH:
LOT SIZE:
LOT COVERAGE:
DENSITY:

NOTE: ALL PARKING OFF OF BLUE JAY WAY IS TO BE GUEST PARKING ONLY. ALL RESIDENTS MUST USE THEIR REQUIRED PARKING FOR THEIR HOME.



POPPLEWELL STREET

BAKER BOULEVARD

RICHLAND CROSSING
51 - 90' x 22' TOWN HOME LOTS
ZONING EXHIBIT
FROM PD MF-2 AND SF-7
TO PD MF-2

RICHLAND HILLS, TARRANT COUNTY, TEXAS
DATE OF PREPARATION
JUNE 17, 2022

OWNER:

185 Popplewell, LLC
185 Popplewell, LLC
1805 SPRACUSE DRIVE
RICHARDSON, TEXAS 75081

DEVELOPER:

AdriaCom Properties, Inc.
ROBERT MAXEY
611 SOUTH MAIN STREET, SUITE 400
GRAPEVINE, TEXAS 76051
214-556-6545
richmaxey@adriacom.net

PREPARED BY:

B=B
BAIRD, HAMPTON & BROWN
engineering and surveying
949 Hilbros Drive, Waukegan, IL 60086
mail@bhb.com • 815.298.2375 • bhb.com
10/15/13 Rev 04.1 #0101416

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 10, 2023

Subject: City Council Committees

Agenda Item:

Consider appointments to City Council Committees

Background Information:

On May 22, City Council made the following appointments to the City Council Committees:

Development Committee

- Theresa Bledsoe
- Javier Alvarez

Infrastructure Committee

- Doug Knowlton
- G.W. Estep

Finance Committee

- G.W. Estep
- Travis Malone

With Roland Goveas' appointment to Council, Place 6, City Council will need to consider his appointment to a Council Committee. Council may also use this time to make changes to previous committee appointments.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

None

Council Action Requested:

Motion to appoint members to City Council Committees

Memorandum

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

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

Date: July 10, 2023

Subject: 2022 Drinking Water Quality Report

Agenda Item:

Richland Hills 2022 Annual Drinking Water Quality Report

Background Information:

Staff will review the 2022 Annual Drinking Water Quality Report. A copy of the report is attached to this memo and is also available on the City's website at

<https://www.richlandhills.com/218/Annual-Water-Quality-Report>

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Richland Hills 2022 Annual Drinking Water Quality Report

Council Action Requested:

No Council Action

TAP VS. BOTTLED, RETHINKING WHAT YOU ARE DRINKING

When choosing the water you want to drink, it is often easy to be convinced that bottled water is healthier for you than tap water, but in truth is it? The answer, thanks to a study by the Natural Resources Defense Council (NRDC) is not always. First, approximately 25 percent of bottled water is – in reality – bottled tap water. Additionally, the Food and Drug Administration (FDA) regulates bottled water; however, their testing standards are not as rigorous as the ones required by the US Environmental Protection Agency (EPA) for tap water. Moreover, FDA oversight does not apply to water that is packaged and sold within the same state. According to the NRDC's report, this leaves approximately 60 -70 percent of bottled water, including the contents of watercooler jugs, free of FDA regulation.

It is estimated that people spend almost 5,000 times more per gallon of bottled water than they would for tap water. For those who get their recommended eight glasses of water a day, you could be saving over \$1,000 annually if you switched to tap water!



WATER CONSERVATION

Educating and informing the citizens of Richland Hills is the most readily available and lowest cost method of promoting water conservation. Practices of water conservation will be accomplished through a program of direct mailings or distributions, information packets for new water customers, articles in the city newsletter, school programs or flyers, and reports at Council meetings and Town Hall meetings. Specific actions to be performed are as follows:

- Water conservation material will be included in an information packet for new water customers
- A water conservation "tip" will be included in every issue of the city newsletter which is distributed to every residence and business in Richland Hills
- The City will be an active participant in National Drinking Water Week each year
- Periodic reports will be made to the City Council regarding water conservation efforts

Richland Hills water conservation programs serve as models of sustainable water strategies that can decrease our water consumption considerably. These programs make it simple and accessible for everyone to reduce water usage. To learn more about these programs and how you can save water, please visit richlandhills.com. Let us work together to safeguard our valuable water resources for future generations.



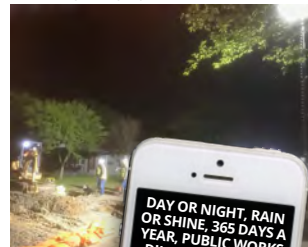
Be on the lookout for monthly water conservation tips in your City of Richland Hills newsletter!

PUBLIC WORKS

6700 Rena Drive
Richland Hills TX 76118
(817) 616-3830
publicworks@richlandhills.com
www.richlandhills.com

UTILITY BILLING

3200 Diana Drive
Richland Hills TX 76118
(817) 616-3820
utilitybilling@richlandhills.com
www.richlandhillsip.com/stw_php/stwub/ubtipact.php



AFTER-HOURS WATER RELATED EMERGENCIES

Dial (817) 281-1000 to reach non-emergency Dispatch for assistance.



@RichlandHillsCityHall



www.RichlandHills.com

ADDITIONAL DRINKING WATER RESOURCES

Environmental Protection Agency

www.epa.gov

Texas Commission on Environmental Quality

www.tceq.texas.gov

Texas Water Development Board

www.twdb.texas.gov

American Water Works Association

www.awwa.org

Drink Tap Other Resources

www.drinktap.org



Public
Works

City of Richland Hills, Texas

2022 Annual Drinking Water Quality Report

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MESSAGE FROM PUBLIC WORKS

The City of Richland Hills Public Works Department is committed to performing in a way that demonstrates our mission and values as we conduct business each day.

The mission of the Public Works Department is to improve, maintain, and preserve the infrastructure and environment within the City of Richland Hills. We strive to protect the health, safety, and welfare of its residents, business community, and visitors by providing quality services in a reliable, responsible, and effective manner that enhances public trust and pride within the community.

WHAT IS A WATER QUALITY REPORT?

A Water Quality Report, or more commonly known as a Consumer Confidence Report (CCR) is a document that provides consumers information about the quality of drinking water in an easy to read format. The CCR summarizes information that your water system already collects to comply with Federal and State (TCEQ) regulations. It includes information about the source(s) of water used (i.e., rivers, lakes, reservoirs, or aquifers), chemical contaminants, bacteriological contaminants, compliance with drinking water rules, educational health information, water system contact information, and public participation opportunities.

COMPROMISED IMMUNE SYSTEMS

You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; those who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care provider. Additional guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the Safe Drinking Water Hotline at (800) 426-4791.

OUR DRINKING WATER IS REGULATED

This report is a summary of the quality of the water we provide our customers. The analysis was made by using the data from the most recent U.S. Environmental Protection Agency (EPA) required tests and is presented in the attached pages. We hope this information helps you become more knowledgeable about what's in your drinking water.

SOURCE OF DRINKING WATER

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells.

As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff, and residential uses.
- Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.
- Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

WHERE DO WE GET OUR DRINKING WATER?

Our drinking water is obtained from GROUND AND SURFACE water sources. The surface water is purchased from The City of Fort Worth. Fort Worth uses water from Lake Worth, Eagle Mountain Lake, Lake Bridgeport, Richland Chambers Reservoir, Cedar Creek Reservoir, Lake Benbrook and the Clear Fork Trinity River. Fort Worth owns Lake Worth. The U.S. Army Corp of Engineers is responsible for Lake Benbrook. The other four lakes are owned and operated by Tarrant Regional Water District. The groundwater supply is from the Trinity and Paluxy aquifers and operated by Richland Hills. The average daily water consumption for Richland Hills is approximately one million gallons.

ALL DRINKING WATER MAY CONTAIN CONTAMINANTS

When drinking water meets federal standards there may not be any health benefits to purchasing bottled water or point of use devices. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (1-800-426-4791).

SECONDARY CONSTITUENTS

Many constituents (such as calcium, sodium, or iron) which are often found in drinking water, can cause taste, color, and odor problems. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas, not the EPA. These constituents are not causes for health concern. Therefore, secondaries are not required to be reported in this document but they may greatly affect the appearance and taste of your water.

REQUIRED ADDITIONAL HEALTH INFORMATION FOR LEAD

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. This water supply is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking.

If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

TCEQ ACCESSES RAW WATER SUPPLIES

The Texas Commission on Environmental Quality (TCEQ) completed an assessment of our source waters. TCEQ classified the risk to Fort Worth and Richland Hills source waters as high for most contaminants. High susceptibility means there are activities near the source water or watershed making it very likely that chemical constituents may come into contact with the source water. It does not mean that there are any health risks present.

Tarrant Regional Water District, from which Fort Worth purchases its water, received the assessment reports. For more information on Fort Worth source water assessments and protection efforts, contact Stacy Walters at 817-392-8203 or email Stacy.Walters@FortWorthTexas.gov. The sampling requirements for our water system are based on this susceptibility and previous sample data. Detection of these contaminants will be found in this report. For more information on source water protection efforts at our system, contact Public Works at 817-616-3830 or email publicworks@richlandhills.com. Further details about the source water assessments are available at the following URL: www.epa.gov/sourcewaterprotection/source-water-assessments.

MICROORGANISM TESTING SHOW LOW DETECTIONS IN FORT WORTH WATER SOURCES

Tarrant Regional Water District monitors the raw water at all intake sites for *Cryptosporidium*, *Giardia Lamblia* and viruses. The source is human and animal fecal waste in the watershed.

The 2022 sampling showed occasional low level detections of *Cryptosporidium*, *Giardia lamblia* and viruses in some but not all of the water supply sources. These are either deactivated or removed through disinfection and/or filtration.

In the water loss audit submitted to the Texas Water Development Board for the time period of January 2022 to December 2022, our system lost an estimated 36,696,648 gallons. If you have any questions about the water loss audit, please call (817) 616-3830.

Corrosion control reduces the risk of lead breaking off or dissolving into drinking water. To meet the requirements of the Lead and Copper Rule, Fort Worth achieves corrosion control through pH adjustment.

EN ESPAÑOL

Este reporte incluye importante información sobre el agua potable. Si tiene preguntas ó comentarios sobre este reporte, puede comunicarse con una representante bilingüe al teléfono (817) 616-3830.



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We routinely monitor for constituents in our drinking water according to federal and state laws. The test results table shows the results of our monitoring for the period of January 1, 2022 to December 31, 2022. In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Contaminants may be found in drinking water that may cause taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on taste, odor, or color of drinking water, please contact the Richland Hills Public Works Department at (817) 616-3830.

In addition, because Richland Hills purchases much of its water from the City of Fort Worth, the levels are a compilation of both entities annual sampling results with the highest detected levels shown.

Inorganic Contaminants							
Substance	Measure	Year	MCL	Amount Detected (High)	Range Low - High	Violation	Typical Source
Arsenic *	ppb	2022	10	1.7	0 to 1.7	No	Erosion of natural deposits; runoff from orchards, glass, and electronics production wastes
Atrazine *	ppb	2022	3	0.1	0 to 0.1	No	Runoff from herbicide used on row crops
Barium *	ppm	2022	2	0.08	0.04 to 0.08	No	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Barium	ppm	2022	2	0.021	0.018 to 0.021	No	
Chromium *	ppb	2022	100	2.8	0 to 2.8	No	Erosion of natural deposits; discharge from steel and pulp mills
Cyanide *	ppb	2022	200	51	0 to 51	No	Discharge from plastic and fertilizer factories; discharge from steel and metal factories
Cyanide	ppb	2022	200	52.3	0 to 52.3	No	
Fluoride *	ppm	2022	4	0.64	0.18 to 0.64	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Fluoride	ppm	2020	4	1.79	1.63 to 1.79	No	
Nitrate [As Nitrogen] *	ppm	2022	10	0.57	0.13 to 0.57	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Nitrate [As Nitrogen]	ppm	2022	10	0.26	0.02 to 0.26	No	
Turbidity *	NTU	2022	TT=1	0.7	N/A	No	Soil runoff
Turbidity (Lowest Monthly % Of Samples Meeting Limit *)	NTU	2022	≤ 0.3	99.9%	N/A	No	

Turbidity is a measure of the cloudiness of water. It is monitored because it is a good indicator of the effectiveness of the filtration system

Radioactive Contaminants							
Substance	Measure	Year	MCL [MRDL]	Amount Detected (High)	Range Low - High	Violation	Typical Source
Beta/Photon Emitters	pCi/L	2021	0	7	7 to 7	No	Decay of natural and man-made deposits
Uranium	ppb	2021	N/A	1.1	1.1 to 1.1	No	Erosion of natural deposits

^ Because Fort Worth historically has had low levels of radionuclides in its water, TCEQ requires this monitoring occur only once every six years. The test results shown above are from 2017. The next monitoring will occur in 2023

ABBREVIATIONS USED IN TABLES

In the table you might find terms and abbreviations you are not familiar with. To help you better understand these terms we've provided the following definitions:

- **MCL:** Maximum Contaminant Level – the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **MCLG:** Maximum Contaminant Level Goal – the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety
- **MRDL:** Maximum Residual Disinfectant Level – the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **MRDLG:** Maximum Residual Disinfectant Level Goal – the level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **N/A:** not applicable/does not apply
- **NTU:** Nephelometric Turbidity Unit; a measure of water turbidity or clarity
- **pCi/L:** Picocuries per liter; a measure of radioactivity ppm – Parts per million or milligrams per liter (mg/L)
- **ppb:** Parts per billion or micrograms per liter (µg/L)
- **ppt:** Parts per trillion or nanograms per liter (ng/L)
- **TT:** Treatment Technique – a required process intended to reduce the level of a contaminant in drinking water

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Coliform Bacteria

Substance	Measure	Year	MCL [MRDL]	Amount Detected (High)	Range Low - High	Violation	Typical Source
Total Coliforms (including fecal coliform and E. coli) *	N/A	2022	TT=5% of monthly samples are positive	2.4%	0 to 2.4%	No	Coliforms are naturally present in the environment as well as feces; fecal coliforms and E. coli only come from human and animal fecal waste.

Lead and Copper

Substance	Measure	Year	MCLG [MRDLG]	Amount Detected (High)	Range Low - High	Violation	Typical Source
Lead	ppb	2022	0	15	0	No	Lead service lines, corrosion of household plumbing systems, including fittings and fixtures; Erosion of natural deposits
Copper	ppm	2022	1.3	1.3	0	No	Corrosion of household plumbing systems; Erosion of natural deposits

Regulated Substances

Substance	Measure	Year	MCLG [MRDLG]	Amount Detected (High)	Range Low - High	Violation	Typical Source
Haloacetic Acids [HAA5] *	ppb	2022	60	7.98	2.2 to 7.4	No	By-product of drinking water disinfection
Haloacetic Acids [HAA5]	ppb	2022	60	13.9	0 to 17.3	No	
TTHMs [Total Trihalomethanes] *	ppb	2022	80	6	0 to 8.6	No	
TTHMs [Total Trihalomethanes]	ppb	2022	80	10	0 to 12.4	No	
Chloramines *	ppm	2022	4	3.4	1.4 to 4.3	No	
Bromate *	ppb	2022	10	5.81	0 to 137	No	

Unregulated Contaminant Monitoring Rule 4 (UCMR4)

Substance	Year	Amount Detected (High)	Range Low - High	Typical Source
Bromoform *	2022	0.62	0 to 3.24	By-products of drinking water disinfection; regulated as a group called Total Trihalomethanes
Bromodichloromethane *	2022	2.93	3.41 to 5.43	
Chloroform *	2022	2.45	3.74 to 5.71	
Dibromochloromethane *	2022	2.14	1.96 to 5.90	
Dibromoacetic Acid *	2022	1.24	1.40 to 2.90	By-products of drinking water disinfection; regulated as a group called Haloacetic Acids
Monobromoacetic Acid *	2022	0	0 to 0	
Trichloroacetic Acid *	2022	0	0 to 0	

Unregulated Contaminants are those for which EPA has not established drinking water standards. The purpose of unregulated contaminant monitoring is to assist EPA in determining the occurrence of unregulated contaminants in drinking water and whether future regulation is warranted

Unregulated Contaminant - Other Parameters

Substance	Year	Measure	Range Low - High
Bicarbonate *	2021	ppm	87.6 to 144
Calcium *	2021	ppm	33.6 to 51.9
Chloride *	2021	ppm	20.9 to 47.0
Conductivity *	2021	mhqs/cm	310 to 475
pH *	2021	units	8.1 to 8.5
Magnesium *	2021	ppm	3.95 to 10
Sodium *	2021	ppm	25 to 35
Sulfate *	2021	ppm	26.0 to 41.6
Total Alkalinity [As CaCo3] *	2021	ppm	90.4 to 144
Total Dissolved Solids *	2021	ppm	161 to 278
Total Hardness [As CaCo3] *	2021	ppm	100 to 171
Total Hardness In Grains *	2021	grains/gallons	6 to 10

To meet the requirements of the Lead and Copper Rule, Fort Worth achieves corrosion control through pH adjustment. Richland Hills monitors the pH levels on a regularly scheduled basis. To obtain more information on Richland Hills Lead and Copper Rule compliance efforts, please contact Kelly Morris at (817) 616-3830

Total Organic Carbon (TOC)*

The percentage of TOC removal was measured each month, and the system met all TOC removal requirements.

In 2022, your tap water met all U.S. Environmental Protection Agency (EPA) and state drinking water health standards. The Texas Commission on Environmental Quality (TCEQ) has established public water system ratings, and Richland Hills's water supply system received the highest achievable rating.

Superior!