

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
JANUARY 8, 2024
CITY HALL, 3200 DIANA DRIVE**

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

CITY COUNCIL WORK SESSION – 6:00 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). **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. Presentation of Draft Glenview Corridor Master Plan
3. Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.

REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Introduce Director of Planning & Development Services
- 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 December 18, 2023 City Council Regular Meeting
- B. Excuse the absence of Councilmember Roland Goveas from the January 8, 2024 regular City Council meeting and the January 22, 2024 regular City Council meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. None

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Resolution 592-24 calling the May 4, 2024 General Election for Mayor and Council Member Place 2 and Place 4

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

- A. Consider ten (10) year water tank maintenance service plan with Maguire Iron Incorporated
- B. Consider Work Order Authorization for Professional Engineering Services with Halff Associates for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. Discuss Comprehensive Plan Advisory Committee

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 28th day of December 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: Candice Edmondson, City Manager

Date: January 8, 2024

Subject: Draft Glenview Corridor Master Plan

Agenda Item:

Presentation of Draft Glenview Corridor Master Plan

Background Information:

Jason Claunch, owner and president of Catalyst Commercial, will present the draft Glenview Corridor Master Plan. This will be a public work session and citizens are encouraged to attend to learn more about the master plan concepts and provide feedback on the proposed plan.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

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

From: Candice Edmondson, City Manager

Date: January 8, 2024

Subject: Director of Planning & Development Services

Agenda Item:

Introduce Director of Planning and Development Services

Background Information:

City Manager Candice Edmondson will introduce JP Ducay, the City's new Director of Planning and Development Services.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

No Council Action

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: January 8, 2024

Subject: Minutes from the December 18, 2023 Regular City Council Meeting

Agenda Item:

Approval of minutes from the December 18, 2023 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

December 18, 2023 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the December 18, 2023 City Council Regular Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
DECEMBER 18, 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

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.**

7A. *Special Events Recap*

Director of Parks and Recreation Jason Brown presented a recap of recent City events including Tricky Treat Trails & Haunted Stacks, Veteran's Day, and the Christmas Tree Lighting event. He expressed his appreciation to the City's generous event sponsors and advised that each recent event had been very well attended.

7B. *October and November Department Reports*

Fire Chief Russell Shelley provided the Fire Department update and advised of response times, Medstar statistics, and overall staff training and development.

Director of Public Works and Capital Projects Kip Dernovich presented the Public Works Department update and discussed project timelines, potholes repaired, and staff training.

Police Chief Kimberly Sylvester presented the Police Department update and advised of issues related to the Code Compliance Department.

Mayor Lopez adjourned the work session at 7:06 p.m.

REGULAR SESSION – Mayor Lopez Called to Order – Time 7:06 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE – Mayor Lopez

PRESENTATIONS

1A. Honor former Mayor Bill Agan

Mayor Lopez announced that former Mayor Bill Agan passed away on Monday, November 27, 2023. Mayor Lopez issued and read a proclamation in honor of Mayor Agan's life and service to the community and invited the City Council and those in attendance an opportunity to speak about Mayor Agan.

Several members of the City Council spoke fondly about serving with Mayor Agan and their memories of him.

Diane Barrette, 7123 Dover Lane, Richland Hills, spoke of her memories of Mayor Agan.

1B. Citizen Appearances/Public Comments

City Secretary Lindsay Rawlinson read emails submitted by the following three residents requesting that the City Council discuss and consider adding a stop sign to the intersection of Hovenkamp Avenue and Popplewell Street.

Mike and Mary Witt, 7200 Hovenkamp Avenue, Richland Hills

Louis Stiles, 3437 Popplewell Street, Richland Hills

Melinda Hocker, Richland Hills

CONSENT AGENDA

2A. Approved minutes from the November 13, 2023 City Council Regular Meeting, November 14, 2023 State of the City Meeting, November 20, 2023 City Council Special Called Meeting, and November 30, 2023 City Council Special Called Meeting

2B. Approved purchase of sewer camera from Green Equipment Company in the amount of \$88,996

Agenda Item 2C was removed from the Consent Agenda and given separate discussion.

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Goveas to approve consent agenda items 2A and 2B.

Motion carried by a vote of 7-0.

2C. Tabled designation of one-way streets around Cheney Hills Elementary School and Richland Middle School

Police Captain Scott Russell introduced the item and advised that the Police Department is seeking to change traffic patterns around Cheney Hills Elementary and Richland Middle School. Cheney Hills Elementary opened in August 2021. Since the opening of the school, the Richland Hills Police Department has observed the impacts of current traffic patterns during school hours and met with concerned residents impacted by daily traffic congestion.

During the 2021 and 2022 school years, Police Department staff worked with Cheney Hills administration to make improvements to the traffic congestion. The intersection of Allena Lane and Dreeben Drive continued to be dangerous for vehicular, pedestrian, and cyclist traffic due to congestion limiting views, restricting vehicular movement, and preventing access for first responders. An additional designated walkway was installed by the city utilizing linear dividers and a crosswalk was installed by the school district to assist in eliminating pedestrian traffic at this intersection.

Prior to the start of the 2023 school year, Police Department staff met with school district officials to reevaluate the traffic patterns. After several meetings, school staff redesigned the student drop-off and pick-up procedures to allow more traffic to queue inside the school parking lot and relieve some of the congestion on Dreeben Drive.

To assist in the new pattern, Police Department staff determined that creating a one-way traffic flow on southbound Dreeben Drive from Baker Boulevard would best accommodate the entrance and exit points of the school parking lot. To prevent additional congestion and maximize traffic and pedestrian safety, Crites Street from Baker Boulevard to Allena Lane was designated as a southbound one-way only, and Allena Lane from Dreeben Drive to Gerome Street was designated as an eastbound one-way only. This pattern encourages traffic to disperse further away from the school and use Rufe Snow Drive where there is a traffic control signal.

Additionally, due to the redesign and construction of Richland Middle School, the traffic flow pattern also changed during drop-off and pick-up times. Currently, the ordinance has the following one-way designations for Richland Middle School during school zone hours:

- Norton Drive from its intersection with Evergreen Road to Glenview Drive, and its intersection with the 7400 block of Bridges Avenue to Hovenkamp Avenue, traffic to move in a northerly direction.

- Hardisty Street from its intersection with Labadie Street to its intersection of Norton Drive, traffic to move in a westerly direction.
- Labadie Drive from its intersection with Evergreen Road to Hardisty Street, traffic to move in a northerly direction.
- Hovenkamp Avenue from its intersection with Norton Drive to Labadie Drive, traffic to move in an easterly direction.

The following one-way designations need to be added due to the relocation of the school:

- Bridges Avenue from its intersection with Labadie Drive to Norton Drive traffic to move in a westerly direction.
- Labadie Drive from its intersection with Hovenkamp Avenue to Bridges Avenue, traffic to move in a southerly direction.

Edward Mitchell, 3116 Dreeben Drive, Richland Hills, expressed concern regarding the Police Department's proposed changes to traffic patterns. He advised that he would prefer the streets remain two-way streets for traffic.

Sherry Winkler, 3004 Dreeben Drive, Richland Hills, advised that she was unhappy with traffic going one way as it creates an undue burden on residents and many times she is unable to leave her house during school pick up times.

Chris Keating, 3216 Dreeben Drive, Richland Hills, expressed concern regarding traffic patterns as well as the amount of traffic on residential streets near Cheney Hills Elementary. He advised that the lack of available parking for the quad area is a problem as well.

Discussion ensued regarding the need for additional discussion and resident involvement.

Motion: Motion was made by Councilmember Bledsoe and seconded by Councilmember Knowlton to table item 2C, designation of one-way streets around Cheney Hills Elementary School and Richland Middle School.

Motion carried by a vote of 7-0.

City Manager Candice Edmondson recommended bringing the item back for Council consideration at the January 22, 2024 meeting to allow adequate time for review and to receive citizen input.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3A. Approved Resolution 591-23 to participate in the 50th Year Community Development Block Grant (CDBG) Program PUBLIC HEARING

Director of Public Works and Capital Projects Kip Dernovich presented the item to the City Council and advised that the Department of Housing and Urban Development (HUD)

appropriates funds to entitlement communities through the Community Development Block Grant (CDBG) program. These funds are targeted to benefit low to moderate income persons. Funds are to be used for the development of viable urban communities by providing decent housing and a suitable living environment.

Since 2013, Tarrant County has divided the consortium cities into two groups to provide for greater funding on a project for all cities in alternating years. For 2024, Group B cities will be eligible for funding, which includes the City of Richland Hills.

For the 50th Year CDBG program, staff is recommending replacement of the water main along the 2600 block of Mimosa Park Drive, between Magnolia Park Drive and Airport Freeway. The project will consist of removing and replacing approximately 850 linear feet of two inch water main pipe with eight inch pipe, approximately 625 square yards of asphalt, and approximately 17 service connections.

The Tarrant County funding allotment for the 50th Year CDBG program is estimated to be between \$160,000 to \$180,000. Any additional funds would come from the FY 2025 Utility Fund Budget for water system improvements. The City's contribution will provide for a balanced project and is estimated to be \$85,000. The City would also be accountable for any construction overrun costs above the allocated grant amount.

Mayor Lopez opened the public hearing at 8:18 p.m. and asked to hear from any proponents followed by opponents.

Hearing none, Mayor Lopez closed the public hearing at 8:18 p.m.

Motion: Motion was made by Councilmember Goveas and seconded by Mayor Pro Tem Estep to approve Resolution 591-23 to participate in the 50th Year Community Development Block Grant (CDBG) Program.

Motion carried by a vote of 7-0.

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4. None

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Approved agreement with RPGA Architects for the development of design, engineering, and construction documents for the former Fire Administration and Public Works buildings and authorize City Manager to sign

Fire Chief Russell Shelley advised that during FY 2023, staff worked with RPGA Design Group on site analysis and concept plans to redesign the former Fire Administration and Public Works buildings. A final concept plan was presented to City Council during the FY 2024 Budget process and funds were allocated to develop design, engineering and

construction documents. The document development process is estimated to take 180 days and will provide a complete set of construction documents that can be bid once the City is ready to proceed with the project.

RPGA provided a proposal in the amount of \$169,000 for the proposed architectural services. Funding in the amount of \$175,000 was approved in the FY 2024 Strategic Initiative Fund Budget.

Motion: Motion was made by Councilmember Knowlton and seconded by Councilmember Malone to approve proposal with RPGA Design Group, Inc. for the development of design, engineering, and construction documents for the former Fire Administration and Public Works buildings and authorize City Manager to sign proposal.

Motion carried by a vote of 7-0.

OTHER ITEMS FOR CONSIDERATION

6. None

REPORTS & DISCUSSIONS

7A. Special Events Recap

This item was discussed during the worksession.

7B. October and November Department Reports

This item was discussed during the worksession.

Director of Parks and Recreation Jason Brown presented the Parks Department update and advised of the status of the indoor playground construction, the HVAC system at the Police Department, and The Link flooring issues.

COMMUNITY INTEREST ITEMS

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

- City Offices closed Monday, December 25, 2023, Tuesday, December 26, 2023, and Monday, January 1, 2024;
- Through January 15, 2024, Membership Sale, The Link;
- Tuesday, January 9, 2024, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Thursday, January 11, 2024,
 - 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.; and
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;

Councilmember Knowlton wished everyone a Merry Christmas and a Happy New Year.

Councilmember Goveas advised that he will be absent from the January 8, 2024 and the January 22, 2024 City Council meetings.

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 Councilmember Bledsoe 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 8:40 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: January 8, 2024

Subject: Councilmember Goveas Absence

Agenda Item:

Excuse the absence of Councilmember Roland Goveas from the January 8, 2024 regular City Council meeting and the January 22, 2024 regular City Council meeting

Background Information:

As outlined in the City Charter and Council Rules of Procedure, City Council may, by majority vote, excuse the absence or absences of a member. Councilmember Goveas provided the appropriate notifications prior to his absence.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Motion to excuse the absence of Councilmember Roland Goveas from the January 8, 2024 regular City Council meeting and the January 22, 2024 regular City Council meeting

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: January 8, 2024

Subject: Resolution 592-24 calling the May 4, 2024 General Election for Mayor and Council Member Place 2 and Place 4

Agenda Item:

Consider Resolution 592-24 calling the May 4, 2024 General Election for Mayor and Council Member Place 2 and Place 4

Background Information:

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

This year's election will be held on May 4, 2024 for the purpose of electing persons for Mayor and Council Member Place 2 and Place 4. By approving Resolution 592-24, the City Council will call the May 4, 2024 General Election as required by the City Charter and state law, designate a polling place for the election, and establish and set forth procedures for conducting the election.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 592-24

Council Action Requested:

Motion to approve Resolution 592-24 calling the May 4, 2024 General Election for Mayor, and Council Member Place 2 and Place 4

RESOLUTION NO. 592-24

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

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

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

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

SECTION 1.

Election Order for General Election

The City Council of the City of Richland Hills, Texas, at a regular meeting held this date, does hereby order an election of officers for the City of Richland Hills, Texas, to be held on the first Saturday in May, that being May 4, 2024, for the purpose of electing the Mayor, one Council Member for Place 2, and one Council Member for Place 4, who shall each serve for a period of three years or until their successors have been duly qualified. The Council candidate receiving the greatest number of votes for Mayor, Place 2, and Place 4 shall be declared elected.

SECTION 2.

Joint Election Administration Contract

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

SECTION 3.

Voting Equipment

The election services contract shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b)

notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures to conduct the election.

SECTION 4. Combined Ballots

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

SECTION 5. Early Voting Clerk

Clint Ludwig, Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas, 76111, or his successor, is hereby appointed as Early Voting Clerk and Lindsay Rawlinson, City Secretary, 3200 Diana Drive, Richland Hills, Texas, 76118, shall serve as Deputy Early Voting Clerk. Applications for ballot by mail must be received by 12 noon or close of business, whichever is later, by Tuesday, April 23, 2024.

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

SECTION 6. Early Voting

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

Early voting by personal appearance begins on Monday, April 22, 2024, and ends on Tuesday, April 30, 2024, during the hours listed below:

April 22 – 26	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 27	Saturday	7:00 a.m. – 7:00 p.m.
April 28	Sunday	11:00 a.m. – 4:00 p.m.
April 29 – 30	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

Applications for early voting by mail shall be delivered to the Early Voting Clerk at the address set forth in Section 5 not later than 12 noon or close of business, whichever is later, by Tuesday, April 23, 2024.

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

SECTION 7. Election Day

All resident, qualified voters, determined by the laws of the State of Texas, the Charter, and ordinances of the City of Richland Hills shall be qualified to vote at such election. For the purpose of said election, the entire City is constituted into one voting precinct. Voting on Election Day, May 4, 2024, shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the polling places are designated pursuant to the Texas Election Code as those precincts designated by Tarrant County. This election shall be held and conducted in accordance with the aforesaid election agreement, election laws of the Texas Election Code, the Federal Voting Rights Act of 1965, as amended, the Charter of the City of Richland Hills, and as may be required by law. All election materials and proceedings shall be printed in English, Spanish and Vietnamese.

SECTION 8. Candidate Applications

Applications for candidacy to the offices of Mayor, Council Member Place 2, and Council Member Place 4 shall be made to the City Secretary of the City of Richland Hills beginning at 8:00 a.m., January 17, 2024, and not later than 5:00 p.m., February 16, 2024, in manner and form as prescribed by law, and the charter and ordinances of the City of Richland Hills, Texas. The names of eligible and qualified candidates for such office shall be placed on the ballots for such election by the City Secretary at the time and in the manner prescribed by law, and the charter and ordinances of the City of Richland Hills.

SECTION 9. Election Results

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

**SECTION 10.
Election Notice**

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

**SECTION 11.
Election Officials**

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

**SECTION 12.
Runoff Election**

Any runoff election required for the election of members of the City Council of the City of Richland Hills, Texas, following the regular election of May 4, 2024, shall be held in accordance with Section 2.025 (a) Election Code of the State of Texas, and on a date as agreed to between the City of Richland Hills and Tarrant County Elections.

**SECTION 13.
Necessary Actions**

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

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on January 8, 2024, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

ATTEST:

The Honorable Edward Lopez, Mayor

Lindsay Rawlinson, City Secretary

Memorandum

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

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

Date: January 8, 2024

Subject: Water Tank Maintenance Plan

Agenda Item:

Consider ten (10) year water tank maintenance service plan with Maguire Iron Incorporated

Background Information:

In FY 2023, Public Works (PW) staff were notified of repairs and maintenance that would be required for the Rena Water Tank. Quotes were requested and an estimate of \$300,000 was established. This amount was placed in the FY 2024 Utility Fund budget for full rehabilitation of the water tank.

In September 2023, Maguire Iron Incorporated (Maguire) presented a proposal to PW staff for a ten (10) year, turn-key water tank maintenance service plan. The proposed plan would provide annual preventive maintenance to all water towers and tanks within the City's water system (paint, protective coatings, chemical washes, inspections, etc.).

The ten-year proposed plan is broken down into seven (7) separate contracts. One contract for each of the City's five (5) water tanks and two (2) elevated water towers. By approving year one of the proposed plan, pricing is locked in for year two through ten of the contracts. There is a non-appropriation clause in the contracts that allows the City to terminate the proposed plan at any time. Funding for the proposed plan would be allocated on an annual basis during the budget process.

A schedule of the proposed ten (10) year water tank maintenance service plan is attached to this memo. Some costs have been spread over multiple years to keep expenses within the City's available funds each fiscal year. The schedule can also be revised annually depending on current maintenance needs and available funding.

Financial Considerations:

The FY 2024 Utility Fund budget includes \$300,000.00 for rehabilitation of the Rena Water Tank. Year one of the proposed water tank maintenance service plan is for \$225,775. This cost covers service and maintenance at all five (5) water tanks as well as both elevated towers. The total cost for the proposed ten-year water tank maintenance service plan is \$1,750,716.

The current available cash reserves in the Utility Fund is \$3,403,225. Recently, the annual revenue versus expense for the Utility Fund has been netting approximately \$400,000. This amount alone would cover the anticipated expenditures under the proposed water tank maintenance service plan.

Legal Review:

The City Attorney has reviewed the attached contracts.

Board/Citizen Input:

N/A

Attachments:

- Proposed water tank maintenance service schedule.
- Contracts for year one covering maintenance at all five (5) water tanks and two (2) elevated water towers

Council Action Requested:

Motion to approve the ten (10) year water tank maintenance service plan with Maguire Iron Incorporated and year one contracts pending final approval by the City Attorney

10 Year Limited Maintenance Plan - City of Richland Hills, TX

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Rena-210MG-GST	Exterior and Interior Renovation + Repairs	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Washout or ROV inspection
M Price	\$70,400	\$70,400	\$1,200	\$2,650	\$1,200	\$1,200	\$2,650	\$1,200	\$1,200	\$2,650
Scruggs-500MG-MLT	Visual Inspection	Exterior and Interior Renovation + Repairs	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection
M Price	\$1,200	\$174,475	\$174,475	\$1,200	\$3,000	\$1,200	\$1,200	\$3,000	\$1,200	\$1,200
London-100MG-MLT	Washout or ROV inspection	Visual Inspection	Visual Inspection	Visual Inspection	Exterior and Interior Renovation + Repairs	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection
M Price	\$2,175	\$1,200	\$1,200	\$1,200	\$174,420	\$174,420	\$1,200	\$2,175	\$1,200	\$1,200
Evergreen-140MG-GST	Chemical Clean	Visual Inspection	Exterior Renovation + Repairs	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Interior Renovation	Visual Inspection	Visual Inspection
M Price	\$6,725	\$1,200	\$34,000	\$1,200	\$2,175	\$1,200	\$1,200	\$95,900	\$1,200	\$1,200
Booth-210MG-GST	Exterior and Interior Renovation + Repairs	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Washout or ROV inspection
M Price	\$140,175	\$1,200	\$1,200	\$2,650	\$1,200	\$1,200	\$2,650	\$1,200	\$1,200	\$2,650
Wesley-1MMG-GST	Washout or ROV inspection	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Exterior and Interior Renovation + Repairs	Visual Inspection	Visual Inspection	Washout or ROV inspection
M Price	\$3,900	\$1,775	\$1,775	\$3,900	\$1,775	\$1,775	\$215,388	\$215,388	\$1,775	\$3,900
Spruce-150MG-STP	Visual Inspection	Visual Inspection	Exterior Renovation + Repairs + Washout Inspection	Visual Inspection	Visual Inspection	Washout or ROV inspection	Visual Inspection	Visual Inspection	Interior Renovation	Visual Inspection
M Price	\$1,200	\$1,200	\$33,175	\$1,200	\$1,200	\$2,175	\$1,200	\$1,200	\$77,000	\$1,200
MI Totals	\$225,775	\$251,450	\$247,025	\$14,000	\$184,970	\$183,170	\$225,488	\$320,063	\$84,775	\$14,000

\$1,750,716

CONTRACT FOR SERVICES

This Contract made and entered into this 8th day of January, 2024, by and between Richland Hills, TX- City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

GST - 1000MG Wesley Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner. All work as specified in the attached Schedule A shall be completed by September 30th of the specified year.

Work:

1) Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

2) Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

3) Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



4) Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

5) Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms:

- 1) Payments will be due net thirty (30) days from Owner receiving invoicing the cost of work performed, plus any applicable sales, use, excise, transfer or similar taxes required by law. Payments due and unpaid under the Contract shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code. Payment by the Owner shall not constitute acceptance of Work not in accordance with this Contract.
- 2) During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.
- 3) Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.



- 4) Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods.
- 5) Owner and the authorized agents signing this Contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this Contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.
- 6) Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the Contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the Contract amount.**
- 7) The obligations of the Owner, Richland Hills, TX – City of, to make payments to the Contractor, Maguire, pursuant to this Agreement are subject to appropriation by Owner of funds that are lawfully available to be applied for such purpose. If Owner fails to make an appropriation for payments prior to the beginning of a fiscal period of Owner, Owner may terminate this Agreement. Owner may terminate this Agreement by providing written notice of such termination to Contractor not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled, however failure of Owner to give timely notice does not impact its ability to terminate this Agreement under this provision.
- 8) The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.
- 9) **HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*
- 10) This constitutes the entire Contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.
- 11) Entire Agreement. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Contract.
- 12) Governing Law & Exclusive Venue. This Contract shall be governed by the laws of the State of Texas and, if any proceeding whatsoever, in law or in equity, should arise out of this Contract, the venue for such proceedings must be in Tarrant County, Texas.
- 13) Immunity. Notwithstanding any provision of this Contract to the contrary, nothing contained in this Contract shall be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees.





Schedule A: Cost and Work Schedule

Richland Hills, TX-City of GST/STP/PT 1203		
Year	Service	Annual Spend
2024	Clean Out / ROV	\$3,900.00
2025	Visual Inspection	\$1,775.00
2026	Visual Inspection	\$1,775.00
2027	Clean Out / ROV	\$3,900.00
2028	Visual Inspection	\$1,775.00
2029	Visual Inspection	\$1,775.00
2030	Paint - Exterior Paint - Interior Wet	\$215,388.00
2031	Visual Inspection	\$215,388.00
2032	Visual Inspection	\$1,775.00
2033	Clean Out / ROV	\$3,900.00

CONTRACT FOR SERVICES

This Contract made and entered into this 8th day of January, 2024, by and between Richland Hills, TX- City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Multi-Leg - 100MG London Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner. All work as specified in the attached Schedule A shall be completed by September 30th of the specified year.

Work:

1) Exterior Renovation with Class 1A (Lead) Containment

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC – SP No. 6 "Commercial Blast." After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete exterior (100%). Coatings shall be applied to manufacturer's recommended film thickness (2.5 – 3.5 mils DFT).
- Contractor will apply one (1) intermediate coat of epoxy to the complete exterior (100%). Coatings shall be applied to manufacturer's recommended film thickness (3.0 – 5.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 5.0 mils DFT).

2) Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

3) Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



4) Install Mid-Rail to Handrail

- Contractor agrees to install a mid-rail in the existing balcony handrail.

5) Walk-Through

- Contractor will install a walk-through with uprights and protective chains at the top of the ladder to access the catwalk.

6) Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

7) Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms:

1) Payments will be due net thirty (30) days from Owner receiving invoicing the cost of work performed, plus any applicable sales, use, excise, transfer or similar taxes required by law. Payments due and unpaid under the Contract shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code. Payment by the Owner shall not constitute acceptance of Work not in accordance with this Contract.



- 2) During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.
- 3) Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.
- 4) Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods.
- 5) Owner and the authorized agents signing this Contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this Contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.
- 6) Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the Contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the Contract amount.**
- 7) The obligations of the Owner, Richland Hills, TX – City of, to make payments to the Contractor, Maguire, pursuant to this Agreement are subject to appropriation by Owner of funds that are lawfully available to be applied for such purpose. If Owner fails to make an appropriation for payments prior to the beginning of a fiscal period of Owner, Owner may terminate this Agreement. Owner may terminate this Agreement by providing written notice of such termination to Contractor not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled, however failure of Owner to give timely notice does not impact its ability to terminate this Agreement under this provision.
- 8) The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.
- 9) **HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*
- 10) This constitutes the entire Contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.
- 11) Entire Agreement. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Contract.





Schedule A: Cost and Work Schedule

Richland Hills, TX-City of Multi-Leg 100		
Year	Service	Annual Spend
2024	Clean Out / ROV	\$2,175.00
2025	Visual Inspection	\$1,200.00
2026	Visual Inspection	\$1,200.00
2027	Visual Inspection	\$1,200.00
2028	Paint - Exterior Paint - Interior Wet Steelwork Repairs	\$174,420.00
2029	Visual Inspection	\$174,420.00
2030	Visual Inspection	\$1,200.00
2031	Clean Out / ROV	\$2,175.00
2032	Visual Inspection	\$1,200.00
2033	Visual Inspection	\$1,200.00

CONTRACT FOR SERVICES

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GST - 140MG Booth Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner. All work as specified in the attached Schedule A shall be completed by September 30th of the specified year.

Work:

1) Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

2) Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

3) Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



4) Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 16 inch fail safe steel vent with 24 inch fan-flange.

5) Remove Interior Ladder

6) Steel Beam Repairs

7) Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

8) Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms:

- 1) Payments will be due net thirty (30) days from Owner receiving invoicing the cost of work performed, plus any applicable sales, use, excise, transfer or similar taxes required by law. Payments due and unpaid under the Contract shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code. Payment by the Owner shall not constitute acceptance of Work not in accordance with this Contract.

- 2) During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.
- 3) Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.
- 4) Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods.
- 5) Owner and the authorized agents signing this Contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this Contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.
- 6) Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the Contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the Contract amount.**
- 7) The obligations of the Owner, Richland Hills, TX – City of, to make payments to the Contractor, Maguire, pursuant to this Agreement are subject to appropriation by Owner of funds that are lawfully available to be applied for such purpose. If Owner fails to make an appropriation for payments prior to the beginning of a fiscal period of Owner, Owner may terminate this Agreement. Owner may terminate this Agreement by providing written notice of such termination to Contractor not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled, however failure of Owner to give timely notice does not impact its ability to terminate this Agreement under this provision.
- 8) The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.
- 9) **HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*
- 10) This constitutes the entire Contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.
- 11) Entire Agreement. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Contract.





Schedule A: Cost and Work Schedule

Richland Hills, TX-City of GST/STP/PT 204		
Year	Service	Annual Spend
2024	Paint – Exterior Paint - Interior Wet Steelwork Repairs	\$140,175.00
2025	Visual Inspection	\$1,200.00
2026	Visual Inspection	\$1,200.00
2027	Clean Out / ROV	\$2,650.00
2028	Visual Inspection	\$1,200.00
2029	Visual Inspection	\$1,200.00
2030	Clean Out / ROV	\$2,650.00
2031	Visual Inspection	\$1,200.00
2032	Visual Inspection	\$1,200.00
2033	Clean Out / ROV	\$2,650.00



CONTRACT FOR SERVICES

This Contract made and entered into this 8th day of January, 2024, by and between Richland Hills, TX- City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

GST - 140MG Evergreen Road Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner. All work as specified in the attached Schedule A shall be completed by September 30th of the specified year.

Work:

1) Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

2) Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

3) Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



4) Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

5) Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

6) Chemical Clean

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workman like manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will clean out all sediment once the tank is emptied by the Owner.
- Co Contractor will power wash the Interior wet area of the tank after all heavy sediment has been removed from the tank
- Contractor will then apply NSF approved chemical cleaning solution and will let sit on the surface
- Contractor will power wash the Interior wet area of the tank to remove the chemical solution
- Contractor will do a complete inspection of the wet interior area and take photos for the use during the inspection report. Photos will be supplied

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms:

1) Payments will be due net thirty (30) days from Owner receiving invoicing the cost of work performed, plus any applicable sales, use, excise, transfer or similar taxes required by law. Payments due and unpaid under the Contract shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code. Payment by the Owner shall not constitute acceptance of Work not in accordance with this Contract.



- 2) During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.
- 3) Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.
- 4) Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods.
- 5) Owner and the authorized agents signing this Contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this Contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.
- 6) Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the Contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the Contract amount.**
- 7) The obligations of the Owner, Richland Hills, TX – City of, to make payments to the Contractor, Maguire, pursuant to this Agreement are subject to appropriation by Owner of funds that are lawfully available to be applied for such purpose. If Owner fails to make an appropriation for payments prior to the beginning of a fiscal period of Owner, Owner may terminate this Agreement. Owner may terminate this Agreement by providing written notice of such termination to Contractor not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled, however failure of Owner to give timely notice does not impact its ability to terminate this Agreement under this provision.
- 8) The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.
- 9) **HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*
- 10) This constitutes the entire Contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.
- 11) Entire Agreement. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Contract.





Schedule A: Cost and Work Schedule

Richland Hills, TX-City of GST/STP/PT 140		
Year	Service	Annual Spend
2024	Chemical Clean	\$6,725.00
2025	Visual Inspection	\$1,200.00
2026	Paint - Exterior	\$34,000.00
2027	Visual Inspection	\$1,200.00
2028	Clean Out / ROV	\$2,175.00
2029	Visual Inspection	\$1,200.00
2030	Visual Inspection	\$1,200.00
2031	Paint - Interior Wet	\$95,900.00
2032	Visual Inspection	\$1,200.00
2033	Visual Inspection	\$1,200.00



CONTRACT FOR SERVICES

This Contract made and entered into this 8th day of January, 2024, by and between Richland Hills, TX- City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

GST - 150MG Spruce Park Dr. Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner. All work as specified in the attached Schedule A shall be completed by September 30th of the specified year.

Work:

1) Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

2) Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

3) Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



4) Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

5) Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms:

- 1) Payments will be due net thirty (30) days from Owner receiving invoicing the cost of work performed, plus any applicable sales, use, excise, transfer or similar taxes required by law. Payments due and unpaid under the Contract shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code. Payment by the Owner shall not constitute acceptance of Work not in accordance with this Contract.
- 2) During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.
- 3) Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.

- 4) Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods.
- 5) Owner and the authorized agents signing this Contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this Contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.
- 6) Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the Contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the Contract amount.**
- 7) The obligations of the Owner, Richland Hills, TX – City of, to make payments to the Contractor, Maguire, pursuant to this Agreement are subject to appropriation by Owner of funds that are lawfully available to be applied for such purpose. If Owner fails to make an appropriation for payments prior to the beginning of a fiscal period of Owner, Owner may terminate this Agreement. Owner may terminate this Agreement by providing written notice of such termination to Contractor not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled, however failure of Owner to give timely notice does not impact its ability to terminate this Agreement under this provision.
- 8) The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.
- 9) **HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*
- 10) This constitutes the entire Contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.
- 11) Entire Agreement. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Contract.
- 12) Governing Law & Exclusive Venue. This Contract shall be governed by the laws of the State of Texas and, if any proceeding whatsoever, in law or in equity, should arise out of this Contract, the venue for such proceedings must be in Tarrant County, Texas.
- 13) Immunity. Notwithstanding any provision of this Contract to the contrary, nothing contained in this Contract shall be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees.



15) Certifications. Company hereby certifies that the Company does not and will not boycott Israel during the term of the Agreement in accordance with Chapter 2270, Texas Government Code. Company hereby certifies that the Company is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code. Company hereby certifies that the Company does not and will not boycott energy companies during the term of the Contract in accordance with Chapter 2274, Texas Government Code. Company hereby certifies that the Company does not have and will not engage in a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the Contract in accordance with Chapter 2274, Texas Government Code.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: Richland Hills, TX-City of

MAGUIRE IRON, INC.

By: _____ (Name) _____ (Title)

By: _____
(Name)

By: Roxana Bagwell 12/26/2023
(Authorized Agent) (Date)

Date Accepted: _____

Upon acceptance, please provide two (2) signatures and date the agreement.



Schedule A: Cost and Work Schedule

Richland Hills, TX-City of GST/STP/PT 147		
Year	Service	Annual Spend
2024	Visual Inspection	\$1,200.00
2025	Visual Inspection	\$1,200.00
2026	Paint - Exterior Clean Out / ROV	\$33,175.00
2027	Visual Inspection	\$1,200.00
2028	Visual Inspection	\$1,200.00
2029	Clean Out / ROV	\$2,175.00
2030	Visual Inspection	\$1,200.00
2031	Visual Inspection	\$1,200.00
2032	Paint - Interior Wet	\$77,000.00
2033	Visual Inspection	\$1,200.00

CONTRACT FOR SERVICES

This Contract made and entered into this 8th day of January, 2024, by and between Richland Hills, TX- City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

GST - 210MG Rena Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner. All work as specified in the attached Schedule A shall be completed by September 30th of the specified year.

Work:

1) Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

2) Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

3) Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



4) Roof Support Beam Repairs

5) Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

6) Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **See Below** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms:

- 1) Payments will be due net thirty (30) days from Owner receiving invoicing the cost of work performed, plus any applicable sales, use, excise, transfer or similar taxes required by law. Payments due and unpaid under the Contract shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code. Payment by the Owner shall not constitute acceptance of Work not in accordance with this Contract.
- 2) During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.
- 3) Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.



- 4) Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods.
- 5) Owner and the authorized agents signing this Contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this Contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.
- 6) Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the Contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the Contract amount.**
- 7) The obligations of the Owner, Richland Hills, TX – City of, to make payments to the Contractor, Maguire, pursuant to this Agreement are subject to appropriation by Owner of funds that are lawfully available to be applied for such purpose. If Owner fails to make an appropriation for payments prior to the beginning of a fiscal period of Owner, Owner may terminate this Agreement. Owner may terminate this Agreement by providing written notice of such termination to Contractor not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled, however failure of Owner to give timely notice does not impact its ability to terminate this Agreement under this provision.
- 8) The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.
- 9) **HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*
- 10) This constitutes the entire Contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.
- 11) Entire Agreement. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Contract.
- 12) Governing Law & Exclusive Venue. This Contract shall be governed by the laws of the State of Texas and, if any proceeding whatsoever, in law or in equity, should arise out of this Contract, the venue for such proceedings must be in Tarrant County, Texas.
- 13) Immunity. Notwithstanding any provision of this Contract to the contrary, nothing contained in this Contract shall be construed to limit or waive any governmental or sovereign immunity of the City, or any immunity applicable to its officers, agents, servants or employees.





Schedule A: Cost and Work Schedule

Richland Hills, TX-City of GST/STP/PT 244		
Year	Service	Annual Spend
2024	Paint – Exterior Paint - Interior Wet Steelwork Repairs	\$70,400.00
2025	Visual Inspection	\$70,400.00
2026	Visual Inspection	\$1,200.00
2027	Clean Out / ROV	\$2,650.00
2028	Visual Inspection	\$1,200.00
2029	Visual Inspection	\$1,200.00
2030	Clean Out / ROV	\$2,650.00
2031	Visual Inspection	\$1,200.00
2032	Visual Inspection	\$1,200.00
2033	Clean Out / ROV	\$2,650.00

CONTRACT FOR SERVICES

This Contract made and entered into this 8th day of January, 2024, by and between Richland Hills, TX- City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

Multi-Leg - 500MG Scruggs Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner. All work as specified in the attached Schedule A shall be completed by September 30th of the specified year.

Work:

1) Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of acrylic to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

2) Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

3) Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



4) Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 16 inch fail safe steel vent with 24 inch fan-flange.

5) Raise Balcony Handrail and Add Mid-Rail

- Contractor agrees to raise the existing handrail to OSHA compliant 42" and install a mid-rail.

6) Walk-Through

- Contractor will install a walk-through with uprights and protective chains at the top of the ladder to access the catwalk.

7) Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

8) Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of See Below plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms:

- 1) Payments will be due net thirty (30) days from Owner receiving invoicing the cost of work performed, plus any applicable sales, use, excise, transfer or similar taxes required by law. Payments due and unpaid under the Contract shall bear interest from the date payment is overdue, at the rate provided by Section 2251.025, Texas Government Code. Payment by the Owner shall not constitute acceptance of Work not in accordance with this Contract.



- 2) During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage.
- 3) Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.
- 4) Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods.
- 5) Owner and the authorized agents signing this Contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this Contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.
- 6) Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the Contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the Contract amount.**
- 7) The obligations of the Owner, Richland Hills, TX – City of, to make payments to the Contractor, Maguire, pursuant to this Agreement are subject to appropriation by Owner of funds that are lawfully available to be applied for such purpose. If Owner fails to make an appropriation for payments prior to the beginning of a fiscal period of Owner, Owner may terminate this Agreement. Owner may terminate this Agreement by providing written notice of such termination to Contractor not less than thirty (30) days prior to the first day of any fiscal year period during which payments are scheduled, however failure of Owner to give timely notice does not impact its ability to terminate this Agreement under this provision.
- 8) The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.
- 9) **HAZARDOUS MATERIAL DISCLAIMER:** *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.*
- 10) This constitutes the entire Contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.
- 11) Entire Agreement. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements between them, written or oral, relating to the subject matter hereof, other than as set forth in this Contract.





Schedule A: Cost and Work Schedule

Richland Hills, TX-City of Multi-Leg 500 MG		
Year	Service	Annual Spend
2024	Visual Inspection	\$1,200.00
2025	Paint – Exterior Paint - Interior Wet Steelwork Repairs	\$174,475.00
2026	Visual Inspection	\$174,475.00
2027	Visual Inspection	\$1,200.00
2028	Clean Out / ROV	\$3,000.00
2029	Visual Inspection	\$1,200.00
2030	Visual Inspection	\$1,200.00
2031	Clean Out / ROV	\$3,000.00
2032	Visual Inspection	\$1,200.00
2033	Visual Inspection	\$1,200.00

Memorandum

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

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

Date: January 8, 2024

Subject: Halff Work Order Authorization – Certificates of Obligation (CO) 2023 Series Street Projects

Agenda Item:

Consider Work Order Authorization for Professional Engineering Services with Halff Associates for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects

Background Information:

During the April 10, 2023 City Council Budget Workshop, staff provided a presentation on the City's current debt obligations and capacity. 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, provided a financial analysis that included three (3) separate debt issuances in 2023, 2024 and 2025.

On September 11, 2023, City Council approved Ordinance 1482-23 providing for the sale and issuance of the City of Richland Hills, Texas Combination Tax and Waterworks and Sewer System Revenue Certificates of Obligation (CO), Series 2023. The issuance provides funding for the following six (6) street reconstruction projects:

Street Name	Begin	End	Notes
Jameson St.	Gerome 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

Halff Associates serves as the City's Engineer of Record and was asked to provide professional engineering services for the CO Series 2023 street projects. Per the attached work order authorization, Halff Associates will provide the following:

- Surveying
- Subsurface Utility Engineering
- Utility Coordination

- Project Plan & Spec Development
- Floodplain Development Permit

Approval of the work order will authorize Halff to begin engineering and design services. Construction documents for all six (6) projects will be ready to bid in October 2024.

Financial Considerations:

The proposed cost for Halff Associates to provide professional engineering services for the CO Series 2023 street projects is \$421,600. This cost was included in the September 11, 2023 debt issuance.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Proposed Halff Associates Work Order Authorization for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects

Council Action Requested:

Motion to approve Work Order Authorization for Professional Engineering Services with Halff Associates for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects in the amount of \$421,600

**City of Richland Hills
Work Order Authorization Agreement
For
Professional Engineering Services with Halff**

EXHIBIT A

**Project Description
FY 2024 Work Order Authorization No. 35
December 14, 2023**

Scope of Work:	City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects Halff will prepare construction and bid documents for the City to request bids from contractors for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects. This project consists of full reconstruction of the following streets: 1. Jameson Street: Gerome Street to Faye Drive (670') 2. Joanne Court: Mathews Drive to Cul-de-sac (290') 3. Mary Boaz Drive: Lavon Drive to Marcille Court (660') 4. Mary Boaz Drive: Marcille Court to Jameson Street (500') 5. Brooks Avenue: Rufe Snow Drive to Holder Street (850') 6. Oxley Drive: Evergreen Road to Booth Calloway Road (1,300') In addition to the paving reconstruction, this project consists of complete reconstruction of water mains and services within the limits of the pavement replacement for all streets listed above. In addition to the paving and water reconstruction, this project consists of complete reconstruction of sanitary sewer mains and services within the limits of the pavement replacement for Jameson St., Mary Boaz Dr. (both segments), Brooks Ave., and Oxley Drive. 1. Survey – Consultant shall perform a topographic survey along each street listed above. Breaklines, contours and spot elevations will be prepared in CADD file format. Prepare survey control and full topographic survey of the following: Topographic survey will extend up to 60' on each cross street or beyond the project limits. Any necessary upstream or downstream survey of water or sanitary sewer appurtenances in order to aid in the location or design of the project section will also be included. Right of Way will be rectified by obtaining ROW field surveys, utilizing TAD maps, available plats and landmarks to ID the approximate rights-of-way. Right-of-way will be cogo'd and drawn in Microstation for use in the roadway design.
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2. **Subsurface Utility Engineering (SUE)** – Halff will perform SUE in accordance with ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities.”

Quality Level-A Utility Test Holes (Vacuum Excavation):

Up to twelve (12) test holes will be performed on various utilities at locations specified by the Client. Halff will cut up to a 12” square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

Quality Level-B Utility Designating:

Halff will designate the approximate horizontal position of conductive/toneable utilities within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 16,000 linear feet of utilities including buried communication, electric, natural gas, petroleum pipeline, traffic signal, water, waste water/sanitary sewer, and storm drain/storm sewer. Designation of irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

If test holes are requested on non-conductive/un-tonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with Client and respective utility owner, on-site personnel if private property and available records to pinpoint the location to perform the test hole. Due to the concrete/ground conditions, one (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with the Client for direction on digging additional test holes if required and shall be compensated for each test hole dug.

Quality Level-C Surveying:

Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or “x-cut” for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by the Client.

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Quality Level-D Records Research:

Available Records will be provided to Halff by the Client. Halff will perform additional utility record research as needed to successfully complete the project.

Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.

SUE Deliverables / CADD:

Deliverables for the Quality Level-B 2D Utility Designation will be and electronic reference file to support design. Deliverables for the Quality Level-A Test Hole excavations will be a 8.5 x 11 inch Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics of the utility. Electronic files will be provided in MicroStation and/or AutoCAD format.

3. **Utility Coordination** – Consultant will utilize the SUE data obtained and assist City staff with coordination regarding franchise utilities on an as needed basis. Consultant will review design plans and SUE data to identify potential conflicts. Consultant will assist in reviewing franchise utility design (designed by franchise utility companies) to deconflict utilities with proposed improvements.
4. **Street Reconstruction Civil Plans** – Consultant shall provide all necessary construction plans on 11x17 sheets required for the proposed improvements. These include:
 - a. Cover Sheet
 - b. General Notes
 - c. Survey Control
 - d. Typical Sections & Details
 - e. Demolition Plan
 - f. Roadway Plan and Profile
 - g. Cross Sections
 - h. Water Plan Layout
 - i. Sanitary Sewer Plan & Profile (for all streets except Joanne Court)
 - j. Erosion Control Plan
 - k. Standard Details including traffic control
5. **Project Manual** – A project manual will be prepared in the format prescribed by the City. The latest edition of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be

City of Richland Hills
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	used for the technical specifications and supplemented as necessary for any work special to the project. The project manual will include a requirement for consent of surety. The Project Manual will be prepared for the City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects and will include the following: a. Advertisement, Notice and Instructions to Bidders b. Qualifications Statement c. Bid Proposal d. Standard Form of Agreement e. Performance, Payment and Maintenance Bonds f. Certificate of Insurance g. Contractor's Affidavit of Final Payment h. General Conditions of Agreement i. Special Conditions and Federal Labor Standards j. Technical Specifications k. Other attachments 6. Cost Estimate – Halff will prepare an estimate of probable construction cost for the City. 7. Floodplain Development Permit – Halff will prepare single page floodplain development permit to address construction within floodplain for Joanne Court which is the only street in this scope that has any area within the floodplain. It is assumed that the project will have no change in cut or fill within the floodplain; therefore, no analysis is necessary or included in this scope. <u>Scope Exclusions:</u> 1. This scope does not include geotechnical engineering or pavement design recommendations. Pavement will be standard NCTCOG pavement and as directed by City staff. 2. This scope does not include a detailed drainage design or analysis. 3. This scope does not include USACE coordination or Section 408 permitting. 4. This scope does not include preparation of a detailed traffic control plan. 5. This scope does not include bidding, construction services or construction inspections. These services will be added at a later date at the time of project bidding. 6. This scope does not include structural design for retaining walls. 7. The scope will include design to accommodate for a future sidewalk where feasible without adding substantial cost or impacts (such as retaining walls or tree removals) to the streets.
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	8. Bid advertisement is not included.																					
Deliverables:	1. Bid documents 2. Construction plans 3. Cost estimate																					
Items Furnished by City:	1. The City will confirm the contract documents meet the need for bidding to meet the City requirements.																					
Schedule:	The schedule for these services will be as follows: • Begin work January 15, 2024 • Complete bid documents for City of Richland Hills, Certificates of Obligation Series 2023, Street Reconstruction Projects by October 15, 2024.																					
Fees:	<table><tr><td>Total Fee:</td><td>Survey (Item 1):</td><td>\$73,000</td></tr><tr><td></td><td>SUE – Level A Test Holes (Item 2A):</td><td>\$16,500</td></tr><tr><td></td><td>SUE – Level B/C/D (Item 2B):</td><td>\$47,800</td></tr><tr><td></td><td>Utility Coordination (Item 3):</td><td>\$15,600</td></tr><tr><td></td><td>Project Plan & Spec Development:(Items 4-6):</td><td>\$266,700</td></tr><tr><td></td><td>Floodplain Development Permit (Item 7):</td><td>\$2,000</td></tr><tr><td></td><td>Total Fee:</td><td>\$421,600</td></tr></table> This is a (Cost Plus Maximum) Fee and will be billed monthly. Direct costs (mileage, copies, etc) are included in this fee and are charged at actual invoice cost times a multiplier of 1.1.	Total Fee:	Survey (Item 1):	\$73,000		SUE – Level A Test Holes (Item 2A):	\$16,500		SUE – Level B/C/D (Item 2B):	\$47,800		Utility Coordination (Item 3):	\$15,600		Project Plan & Spec Development:(Items 4-6):	\$266,700		Floodplain Development Permit (Item 7):	\$2,000		Total Fee:	\$421,600
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	Total Fee:	\$421,600																				

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Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis**, dated January 19, 2016, between Halff Associates and the City of Richland Hills. Halff Associates will bill the above described services under project number AVO 31515, WO35.

Submitted:

HALFF ASSOCIATES, INC.

Approved:

CITY OF RICHLAND HILLS, TEXAS

By: David A. Burkett
Signature

By: _____
Signature

David A. Burkett
Printed Name

Printed Name

Director of Transportation
Title

Title

12/14/2023
Date

Date

Memorandum

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

From: Candice Edmondson, City Manager

Date: January 8, 2024

Subject: Comprehensive Plan Advisory Committee

Agenda Item:

Discuss Comprehensive Plan Advisory Committee

Background Information:

This item will allow City Council to discuss establishing a Comprehensive Plan Advisory Committee. This committee will work alongside City staff and consultant Halff Associates on the development of the new Comprehensive Plan. Discussion can include makeup of the advisory committee and any preferred criteria to serve on the committee. City staff recommends Council consider a broad range of representatives for the committee including current council and board and commission members, as well as engaged citizens that would represent the city's resident, business, not-for-profit and faith-based communities.

Based on Halff Associates draft project schedule, the first Comprehensive Plan Advisory Committee meeting will be held in February. City staff recommends Council take formal action to appoint members to the advisory committee no later than the February 12 City Council meeting.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Discussion Item Only