

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
FEBRUARY 12, 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.**

Section 551.074: Deliberation regarding Personnel Matters

- a) Boards and Commissions appointments
2. Discuss 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. Texas Police Chiefs Association Re-Accreditation
- 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 January 22, 2024 City Council Regular Meeting and the January 29, 2024 Special Called Meeting

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1492-24 amending Chapter 90 of the City Code, as amended, the Comprehensive Zoning Ordinance of the City; Amending Section 5.02 to amend the method in which members of the Planning and Zoning Commission are appointed. **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. None

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

- A. Consider contract with Consolidated Traffic Controls for the design, manufacturing and installation of illuminated street signs along Baker Boulevard
- B. Consider Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the hike and bike trailhead on Latham Drive
- C. Consider Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the FY 2024 Rosebud Park Improvements

6. OTHER ITEMS FOR CONSIDERATION

- A. Consider appointments to the Comprehensive Plan Advisory Committee

7. REPORTS & DISCUSSIONS

- A. Discuss proposed ordinance amendments pertaining to parking, stopping or standing vehicles on public streets, private streets and other places

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.**

1. Section 551.074: Deliberation regarding Personnel Matters
 - a) City Secretary Annual Review

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 7th day of February 2024 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: February 12, 2024

Subject: Glenview Corridor Master Plan Discussion

Agenda Item:

Discuss Glenview Corridor Master Plan

Background Information:

City Council and staff will revisit the purpose of the Glenview Corridor Master Plan and discuss expected deliverables. The consultant's team will present updated road improvements based on feedback provided during the January 8th work session. City Council and staff will also review the questions and comments that have been submitted by citizens during the public review period.

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: Kimberly Sylvester, Chief of Police

Date: February 12, 2024

Subject: Texas Police Chief's Association Re-Accreditation

Agenda Item:

Texas Police Chief's Association Re-Accreditation

Background Information:

The Richland Hills Police Department obtained initial accreditation status from the Texas Police Chief's Association Best Practices Program in 2019. This program requires the agency to be re-evaluated every four years to maintain accreditation status. In December 2023, the police department successfully achieved re-accreditation status.

Fort Worth Police Chief Neil Noakes will be presenting the police department with the Re-Accreditation Certificate from the Texas Police Chief's Association Best Practices Program.

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: February 12, 2024

Subject: Minutes from the January 22, 2024 Regular City Council Meeting and the January 29, 2024 Special Called Meeting

Agenda Item:

Approval of minutes from the January 22, 2024 City Council Regular Meeting and the January 29, 2024 Special Called Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

January 22, 2024 Draft Minutes
January 29, 2024 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the January 22, 2024 City Council Regular Meeting and the January 29, 2024 Special Called Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
JANUARY 22, 2024
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

Council absent

Roland Goveas, Place 6

Staff present

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

CITY COUNCIL WORK SESSION – 6:30 PM

1. September 2023 Emergency Operations Center Exercise Recap

Fire Chief Russell Shelley provided a brief overview of the Emergency Operations Center (EOC) Exercise held in September 2023. He advised that a two-day citywide EOC exercise was held to assess the City's current capabilities to mitigate a disaster in the city and identify areas of improvement and development for staff. The exercise involved a simulated tornado striking the city in the middle of a workday resulting in widespread damage and injuries across the city. Efforts were focused on operations in the EOC only and all field level operations were simulated with radio traffic and exercise inject cards. The exercise was overall a great success, and outside evaluators were impressed with the overall operation and current preparedness level.

2. 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.

1. Section 551.074: Deliberation regarding Personnel Matters
 - a) Board and Commission Appointments

Motion: Motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Estep to adjourn into Executive Session at 6:39 p.m.

Motion carried by a vote of 6-0.

Mayor Lopez reconvened into open session at 6:56 p.m.

- 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.**

None.

Mayor Lopez adjourned the work session at 6:56 p.m.

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

INVOCATION AND PLEDGES OF ALLEGIANCE – Councilmember Malone

PRESENTATIONS

1A. World Read Aloud Day Proclamation

Mayor Lopez read a proclamation declaring February 7, 2024, as “World Read Aloud Day” in Richland Hills and encouraged everyone to participate. He presented the proclamation to Library Director Chantele Hancock.

1B. Victim Assistance Presentation

Police Chief Kimberly Sylvester introduced Teresa Koontz, Victim Assistance Coordinator, and Denise Espeleta, Victim Assistance Specialist, who presented the year-end review of the Victim Services Unit that provides services for the cities of Richland Hills, North Richland Hills, Watauga and Haltom City.

Ms. Koontz and Ms. Espeleta provided a brief overview of their program, the communities served and services provided, as well as statistics of victims served over the past several years.

1C. Citizen Appearances/Public Comments

John Garza, 7900 Leslie Drive, Richland Hills, expressed his concern regarding the Draft Glenview Corridor Master Plan specifically regarding flooding issues at Creek Trail Park and the proposed two lane road.

Keith Albee, 6908 Danele court, Richland Hills, expressed his concern regarding the Draft Glenview Corridor Master Plan that additional facts and information are needed.

Vicki Hamilton, 7905 Leslie Drive, Richland Hills, advised that she is in the impact are of the Draft Glenview Corridor Master Plan and was not in favor of the proposed Plan.

Stacy Reddy, 7012 Hardisty Street, Richland Hills, expressed her concern regarding the Draft Glenview Corridor Master Plan and her opposition to the two lane option as presented in the proposed Plan.

John Skier, 7016 Park Place Drive, Richland Hills, expressed his appreciation to the Public Works Department staff for their tireless efforts during the recent freezing weather event. Additionally, he requested an update regarding the generator project previously approved by City Council and expressed his opposition to a two lane option on Glenview Drive.

Curtis Bergthold, 3641 Scruggs, Richland Hills, spoke about the Draft Glenview Corridor Master Plan and stated that more understanding is needed of the budget for this project and encouraged residents to attend City Council meetings to get information.

CONSENT AGENDA

2A. Approved minutes from the January 8, 2024 City Council Regular Meeting

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

Motion carried by a vote of 6-0.

PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

3. None

ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

4A. Approved Ordinance 1491-24 amending Chapter 10 “Boards, Committees and Commissions” of the City Code

City Manager Candice Edmondson presented the item to the City Council and advised that Chapter 10 of the City’s Code of Ordinances governs the City’s Boards, Committees, and Commissions. The proposed ordinance will amend Article I, Section 10-2 “Rules of procedure, posting, open meetings” as well as Article I, Section 10-6 “Service on multiple boards.” Section 10-6 will be amended to exempt the members of the City Council from the restriction to serve on only two boards since the City Council represents other governing bodies. Additionally, the special committee term of six months will be removed in favor of a “finite term.”

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Knowlton to approve Ordinance 1491-24 amending Chapter 10 “Boards, Committees and Commissions” of the City Code.

Motion carried by a vote of 6-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS**5A. Approved renewal of unit price contract with EXCEL 4 Construction, LLC for drainage, water and sanitary sewer repair**

Director of Public Works and Capital Projects Kip Dernovich presented the item to the City Council and advised that in January 2022, the City Council approved a unit price contract with EXCEL 4 Construction, LLC for drainage, water, and sanitary sewer repairs. A renewal of the contract was approved in January 2023. The unit price contract has helped the City expedite work such as localized water main installation and repairs, valve repair, curb stops, sewer line spot repairs, and manholes especially on extensive repairs or when staffing has been limited. The unit price contract also standardizes the costs for these projects rather than quoting each individual project as they arise.

The current unit price contract with EXCEL 4 Construction allows for an annual renewal with cost adjustments reflective of current economic trends. EXCEL 4 desires to renew the contract with a three percent price adjustment on all line items.

Motion: Motion was made by Mayor Pro Tem Estep and seconded by Councilmember Malone to approve renewal of unit price contract with EXCEL 4 Construction, LLC for drainage, water and sanitary sewer repair.

Motion carried by a vote of 6-0.

OTHER ITEMS FOR CONSIDERATION**6. Approved Appointments to Boards and Commissions**

City Secretary Lindsay Rawlinson presented the item and advised that the Planning and Zoning Commission consists of five members as well as two alternate members who serve in the absence of one of the five members. The Commission currently has vacancies in both alternate positions available on the board.

Motion: Motion was made by Councilmember Bledsoe and seconded by Councilmember Knowlton to appoint Keith Albee to Alternate 1 and Curtis Berghold to Alternate 2 of the Planning and Zoning Commission.

Motion carried by a vote of 6-0.

REPORTS & DISCUSSIONS**7A. Street Improvement Projects**

Director of Public Works and Capital Projects Kip Dernovich provided the street improvement update and advised that 73 potholes were filled and provided an update on

the generator project, advising that all generators have been received. Pouring the concrete pads for generators is the next step in the project.

Councilmember Knowlton expressed his appreciation to the Public Works Department staff.

7B. 1st Quarter Investment Report

Interim Director of Finance and Administrative Services Terry Leake provided the 1st Quarter Investment Report for FY2024 and advised that the City has received the money from bonds issued.

7C. December Department Reports

Interim Director of Finance and Administrative Services Terry Leake presented the Finance Department update and advised that the City is in a healthy financial position.

Library Director Chantele Hancock provided the Library update and advised of holiday events.

Police Chief Kimberly Sylvester presented the Police Department and Animal Services update and advised of overall response times for priority one calls and announced that the next Vax Shack will be held Thursday, January 25, 2024.

COMMUNITY INTEREST ITEMS

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

- The City will be accepting community feedback regarding the Glenview Master Plan through Friday, January 26, 2024;
- The City will be accepting applications for the Comprehensive Plan Committee through Sunday, February 4, 2024;
- January 27-28, 2024, Miss Texas Invitational Rhythmic Gymnastics Event, The Link; 8:00 a.m. to 8:00 p.m.;
- Through January 31, 2024, Membership Sale, The Link;
- Thursday, February 8, 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.;
 - o Adult Spelling Bee, El Chico Café, 6:30 p.m.;
- Tuesday, February 13, 2024, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;

EXECUTIVE SESSION

9. Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, Sec. 551.073, Sec. 551.074, Sec.

551.076, Sec. 551.087 and Sec. 418.0183 (f) and 418.106 (d) & (e) of the Texas Government Code (Texas Disaster Act).

None.

ADJOURNMENT

- 10.** A motion was made by Councilmember Malone and seconded by Councilmember Knowlton to adjourn.

Motion carried by a vote of 6-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 8:18 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Edward Lopez, Mayor

**RICHLAND HILLS CITY COUNCIL
SPECIAL MEETING
JANUARY 29, 2024
MINUTES**

Roll Call:

Council present

Edward Lopez, Mayor
GW Estep, Mayor Pro Tem
Douglas Knowlton, Place 1
Travis Malone, Place 2
Theresa Bledsoe, Place 3
Javier Alvarez, Place 4

Council absent

Roland Goveas, Place 6

Staff present

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

CITY COUNCIL SPECIAL MEETING – 6:00 P.M.

CALL TO ORDER

Mayor Lopez called the meeting to order at 6:02 p.m.

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.

1. Section 551.072: Deliberation regarding real property
 - a. 2721 Handley Ederville Road, Richland Hills, TX

Motion: Motion was made by Councilmember Knowlton and seconded by Mayor Pro Tem Estep to adjourn into Executive Session at 6:02 p.m.

Motion carried by a vote of 6-0.

Mayor Lopez reconvened into open session at 6:56 p.m. with no action taken.

ADJOURNMENT

5. A motion was made by Councilmember Malone and seconded by Councilmember Bledsoe to adjourn.

Motion carried by a vote of 6-0.

There being no further business to come before the City Council, Mayor Lopez declared the meeting adjourned at 6:57 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: February 12, 2024

Subject: Ordinance 1492-24 amending the method in which members of the Planning and Zoning Commission are appointed. **PUBLIC HEARING**

Agenda Item:

Consider Ordinance 1492-24 amending Chapter 90, Section 5.02 of the City Code to amend the method in which members of the Planning and Zoning Commission are appointed. **PUBLIC HEARING**

Background Information:

Chapter 90 is the Comprehensive Zoning Ordinance of the City's Code of Ordinances. Article 5 governs the City's Development Review Boards and Subsection 5.02 specifically governs the Planning and Zoning Commission. Presently, Subsection 5.02(A)(1)(c) states:

"(c) Each councilmember shall be entitled to appoint one regular member to the numbered place corresponding to the numbered place held by the appointing councilmember."

The City Council previously consisted of the mayor and five council members. A Charter amendment election was held May 6, 2023, which added a sixth council member. In order to allow each council member an equal say in the composition of the Planning and Zoning Commission, the proposed ordinance will change the language in Subsection 5.02(A)(1)(c) to allow the entire council to appoint any member of the Commission. The new language will be as follows:

"(c) Each member of the planning and zoning commission shall be appointed by the city council, and the city council may appoint alternate members of the planning and zoning commission, who shall serve in the absence of one or more of the regular members when requested to do so."

The Planning and Zoning Commission will continue to consist of five regular members as well as two alternate members.

Financial Considerations:

N/A

Legal Review:

The City Attorney has drafted the proposed ordinance.

Board/Citizen Input:

The Planning and Zoning Commission considered the ordinance at their January 23, 2024 meeting and voted 3-0 to recommend approval.

The City Council will consider the ordinance and hold a public hearing on February 12, 2024.

Attachments:

Ordinance 1492-24

Suggested Motion:

Motion to approve Ordinance 1492-24 amending Chapter 90, Section 5.02 of the City Code to amend the method in which members of the Planning and Zoning Commission are appointed.

ORDINANCE NO. 1492-24

AN ORDINANCE OF THE CITY OF RICHLAND HILLS, TEXAS, AMENDING CHAPTER 90 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY; AMENDING SECTION 5.02 TO AMEND THE METHOD IN WHICH MEMBERS OF THE PLANNING AND ZONING COMMISSION ARE APPOINTED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a Comprehensive Zoning Ordinance and map regulating the location and use of buildings, other structures and land for business, industrial, residential or other purposes, and providing for a method to amend said Ordinance and map for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission on January 23, 2024, and thereafter by the City Council on February 12, 2024, with respect to the proposed textual changes described herein; and

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

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

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

**SECTION 1.
ZONING TEXT AMENDMENT**

Subsection 5.02(A)(1)(c) of Article 5, "Development Review Bodies" of Chapter 90 is hereby amended to read as follows:

"(c) Each member of the planning and zoning commission shall be appointed by the city council, and the city council may appoint alternate members of the planning and

zoning commission, who shall serve in the absence of one or more of the regular members when requested to do so.

SECTION 2. ORDINANCE CUMULATIVE

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

SECTION 3. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance, and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 4. SEVERABILITY CLAUSE

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on February 12, 2024, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

Memorandum

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

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

Date: February 12, 2024

Subject: Illuminated Street Sign Contract

Agenda Item:

Consider contract with Consolidated Traffic Controls for the design, manufacturing and installation of illuminated street signs along Baker Boulevard

Background Information:

In FY 2023, City Council approved the placement of illuminated street signs along each intersection of Baker Boulevard. Due to personnel changes in the Public Works Department and at TxDOT, the project was not completed last fiscal year and funding for the illuminated signs was reallocated in the FY 2024 Budget.

Baker Boulevard (Hwy 183) is a Texas Department of Transportation (TxDOT) managed roadway. As such, TxDOT requires that the City of Richland Hills approve the State's policy and guidelines on the use of LED Illuminated Street Name Signs prior to approval of design and construction plans. The City Council approved Resolution 585-23 in November 2023 and adopted the policies and guidelines required for the use of LED Illuminated Street Name Signs on a TxDOT managed roadway.

TxDOT also requires the City to use a State approved vendor to design, manufacture and install the illuminated street signs. City staff requested quotes from approved vendors and Consolidated Traffic Controls (CTC) provided the lowest quote in the amount of \$115,780. CTC is a HGAC cooperative purchasing vendor (Contract #PE-05-21), and their contract has been fully vetted to ensure compliance with City and State purchasing requirements.

Financial Considerations:

Funding in the amount of \$90,000 was included in the FY 2024 Tax Increment Financing (TIF) Fund for design, fabrication and installation of illuminated street signs along Baker Boulevard. An additional \$25,780 is required to meet the cost of the quote.

The adopted FY 2024 Budget included a projected fund balance of \$212,421 in the TIF Fund at the end of the fiscal year. The fund balance contains sufficient funding to allocate the additional \$25,780 for the illuminated street sign project. The project allocations also meet the requirements of the Baker Boulevard TIF Project Plan.

Upon approval by City Council, staff will bring forward a budget amendment of \$25,780 to the TIF Fund for Council consideration at the February 26, 2024 City Council meeting.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Quote from Consolidated Traffic Controls

Council Action Requested:

Motion to approve a contract with Consolidated Traffic Controls for the design, manufacturing and installation of illuminated street signs along Baker Boulevard utilizing the HGAC cooperative purchasing contract #PE-05-21 and to amend the project budget by allocating an additional \$25,780 from the uncommitted cash balance in the Tax Increment Financing Fund for a total project cost of \$115,780.

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	1/9/2024
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	Richland Hills			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Kelly Morris			Prepared By:	Alonzo Carrasco		
Phone:	0			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	kmmorris@richlandhills.com			Email:	acarrasco@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment (Includes design, engineering, and equipment)						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
	-						
Line Number	Quan	Description				Unit Pr	Total
2830	18	CP818SRDNNAAG1 8' x 18" viewable area standard blocking background				\$ 1,706.00	\$ 30,708.00
2832	4	CP824SRFNNAAG1 8' x 24" viewable area standard blocking background				\$ 1,863.00	\$ 7,452.00
2852	18	Diamond Grade 8' Single Diamond Grade Signface upgrade for any 8' SINGLE SIDED sign				\$ 257.00	\$ 4,626.00
2853	4	Diamond Grade 10' Single Diamond Grade Signface upgrade for any 10' SINGLE SIDED sign				\$ 321.00	\$ 1,284.00
2858	22	MISCDECAL Logo Two or more colors price per sign				\$ 68.00	\$ 1,496.00
2859	22	PHOTOCELL-SWIVEL Photocell Tork Swivel				\$ 34.00	\$ 748.00
2863	44	Pelco 0142 Rigid Rear Mount (Single Sided Only)				\$ 278.00	\$ 12,232.00
2927	18	CTCINSTALLSMILSN ILSN Installation to Mast Arm Two Men w/ Bucket and Pickup 2.5 hours/per sign				\$ 1,350.00	\$ 24,300.00
2928	4	CTCINSTALLLGILSN ILSN Installation LARGE Sign Two men w/ Bucket and Pickup 5 hours /per sign (requires				\$ 2,700.00	\$ 10,800.00
2929	22	CTCINSTALLILSNWIRE ILSN Installation Wire pull cabinet to sign Two Men w/ 2 Pickups 2 Hours/per sign				\$ 720.00	\$ 15,840.00
2930	22	*PNS Wire Wire for Sign (250 ft) per sign \$.48 per ft inrolls of 2,900 ft				\$ 119.00	\$ 2,618.00
2931	22	*PNS Fuse In Line Fuse (check with Agency to see if necessary)				\$ 68.00	\$ 1,496.00
Total From Other Sheets, If Any:							
Subtotal A:						\$ 113,600.00	
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description					Unit Pr	Total
4	Upgrade 8'X24" to 9'X24"					\$ 175.00	\$ 700.00
4	Upgrade 8'X18" to 10'X18"					\$ 320.00	\$ 1,280.00
8	Upgrade Pelco Ridgid Rear mount for 24" tall signs					\$ 25.00	\$ 200.00
						\$	-
Total From Other Sheets, If Any:							
Subtotal B:						\$ 2,180.00	
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of: For this transaction the percentage is:							2%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description					Unit Pr	Total
							\$ -
							\$ -
Subtotal C:						\$ -	
Delivery Date:		30 to 45 Days ARO		D. Total Purchase Price (A+B+C):		\$ 115,780.00	

Memorandum

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

From: Jason Brown, Director of Parks and Recreation

Date: February 12, 2024

Subject: Parkhill Professional Services Agreement – Latham Drive Trailhead

Agenda Item:

Consider Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the hike and bike trailhead on Latham Drive

Background Information:

The City of Richland Hills has been working with Parkhill, formerly Schrickel Rollins, since 2014 in developing a citywide Park Master Plan. The current master plan was adopted in 2019.

During the FY 2024 Budget process, the City Council approved funding for the design and construction of a trailhead and parking lot adjacent to the hike and bike trail on Latham Drive. Under the attached Professional Services Agreement, Parkhill will provide the survey, design and engineering work required for the trailhead project. The firm will also develop construction documents, perform bid services and provide construction administration.

Financial Considerations:

The FY 2024 Oil & Gas Fund Budget includes funding in the amount of \$200,000 for construction of a trailhead and parking lot on Latham Drive. Parkhill has provided a proposal in the amount of \$74,100 to complete landscape architecture, survey and engineering services for the project.

During the FY 2024 Budget process, a construction estimate was provided but staff did not get an estimate for architecture, survey and engineering services. In order to move forward with the trailhead project, a budget amendment will be required. Staff also recommends adding a small contingency to increase the total project budget to \$300,000.

The adopted FY 2024 Budget included a projected fund balance of \$541,829 in the Oil & Gas Fund at the end of the fiscal year. The fund balance contains sufficient cash funding to allocate the additional \$100,000 for the trailhead project. Any unused project funds would go back into the Oil & Gas uncommitted fund balance at project completion.

Upon approval by City Council, staff will bring forward a budget amendment of \$100,000 to the Oil & Gas Fund for Council consideration at the February 26, 2024 City Council meeting.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Latham Trailhead Location Map
Parkhill Professional Services Agreement – Latham Drive Trailhead

Council Action Requested:

Motion to approve Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the hike and bike trailhead on Latham Drive in the amount of \$74,100 and to amend the project budget by allocating an additional \$100,000 from the uncommitted cash balance in the Oil & Gas Fund for a total project cost of \$300,000.



February 1, 2024

Mr. Jason Brown
Director of Parks & Recreation Department
City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

RE: Agreement for Professional Services Latham Drive Trailhead
Project Address: 7203 Latham Drive, Richland Hills, Texas 76118

Dear Mr. Jason Brown:

Parkhill (A/E) is pleased to have the opportunity to provide Landscape Architecture, and Engineering services to the City of Richland Hills (CLIENT) for the Latham Drive Trailhead (Project).

We understand the Basic Services (Scope of Work) you require to be:

PROJECT UNDERSTANDING

Provision of a trailhead located along the north side of Latham Drive within the ONCOR electrical easement and adjacent to the existing trail. Park/trailhead improvements shall include, but not be limited to, the following elements as allowed by the project budget: vehicular parking (up to 16 spaces) with accessible parking, connection to the existing trail, signage and fencing. The CLIENT has been given permission to plan said Trailhead within the easement, but permission to construct these improvements will be dependent on approval of the plans by ONCOR.

The A/E shall provide the following Basic Services:

TOPOGRAPHIC SURVEY

The A/E shall provide a topographic survey for preparation of the Construction Documents. The survey will provide a minimum contour interval of one foot, show any existing facilities nearby, visible utilities, trees with a 4-inch caliper or greater, adjacent streets and driveways, property corner pins, right-of-way and other miscellaneous items. This survey will comply with standard City of Richland Hills requirements.

GEOTECHNICAL INVESTIGATION & REPORT

The A/E shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the paving, sign foundations, etc.

CONSTRUCTION DOCUMENT PHASE

The A/E shall develop the plans, coordinate the various park elements and systems, develop construction details and prepare the material/technical specifications setting forth in detail the requirements for construction of the project. The A/E shall meet all applicable City of Richland Hills design and construction standards, coordinate plans with City Departments, meet all state regulations and submit construction documents to the CLIENT for development review.

Deliverables: 75% CD Design Review Submittal, Bid Issue Construction Documents, Project Manual (Front End Documents & Technical Specifications), updated Opinion of Probable Construction Cost and Meetings (as necessary)

BIDDING & NEGOTIATION PHASE

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend bid opening, assist CLIENT in pre-qualification of bidders, assist the CLIENT in a pre-construction conference.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of on-site observation, the A/E shall keep the CLIENT informed on the progress and quality of the Work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the CLIENT in conducting the substantial completion and final completion observations, and assist the CLIENT with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the Scope of Work, the Consultant shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service/material providers, including any designated general contractor of CLIENT or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the CLIENT and the applicable Contractors. The CLIENT agrees that the A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except and unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agents or employee of any of them. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the Work caused by the Contractor.

RECORD DRAWINGS

The A/E shall transfer information provided by the Contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the CLIENT.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the A/E's Compensation for Basic Professional Services and will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a Not-To-Exceed Allowance as noted in the Compensation portion of this Proposal.

ADDITIONAL SERVICES

Additional Services are services that are not specifically included in this Proposal (i.e., public meetings, additional meetings beyond those described above, subdividing project into multiple sets and/or bids). Said services shall be described and compensation established and authorized by the CLIENT in writing prior to the A/E providing said services. Additional Services shall be attached to this Proposal as an amendment.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Preparation of Plats or Boundary Surveys.
- Fees for Permits and Advertising.
- Field Surveying or Production of Related Maps for Purposes of Determining Off-Site Utility Locations or Construction Control & Layout.
- Third-party Independent Construction Inspection Services.
- Construction Material Testing.
- Environmental Impact Assessments, Statements or Permits.
- Traffic Engineering Reports or Studies.
- Hydraulics and Hydrology, Flood Studies or Floodplain Reclamation Plans.
- Archeological Surveys.
- Preparation of Construction Documents for more than one bid package.
- Full-time or otherwise more frequent than provided in the Basic Services and Detailed Observation of the Contractor's Work in Progress.

ITEMS AND SERVICES TO BE PROVIDED BY THE CITY

The City will provide the following services to the Consultant in the performance of the project upon request.

- Existing data the CLIENT has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Assist the Consultant in obtaining any required data and information from local utility companies, as necessary.
- Standard details and specifications in digital format.
- Assist the Consultant in requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.
- Coordination/Approval of plans with ONCOR.

COMPENSATION

Our fees for the Basic Services described above will be based on a lump sum amount of \$71,600.00 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$2,500.00.

Basic Services

Pre-Design Phase	
Topographic Survey	\$ 8,250.00
Geotechnical Investigation & Report	\$ 8,950.00
Construction Document Phase	\$ 32,800.00
Bidding & Negotiation Phase	\$ 5,700.00
Construction Contract Administration Phase	\$ 12,400.00
Record Drawings	\$ 3,500.00
Total for Basic Services	\$ 71,600.00
Reimbursable Expenses	\$ 2,500.00
Grand Total	\$ 74,100.00

Optional supplemental services may include "fly-through" animations, video presentations, exterior and interior renderings (photo-realistic), printed brochures and fundraising collateral. These costs will be determined based on the desired level of presentation materials required and billed as reimbursable expenses.

Invoices will be sent to Jason Brown, Director of Parks & Recreation, City of Richland Hills, 3200 Diana Drive, Richland Hills, TX 76118. A/E will also send invoices via the email address jbrown@richlandhills.com and accountspayable@richlandhills.com.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building CLIENT and to landscape architects and engineers. The enclosed **Standard Conditions** (Exhibit A) gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

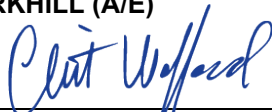
You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By



Clint Wofford, RLA
Landscape Architect | Senior Associate

By



Chad Davis
Director of Landscape Architecture | Principal

CITY OF RICHLAND HILLS (CLIENT)

Signature: _____

Name: _____

Title: _____

Date: _____

Mr. Jason Brown
City of Richland Hills

Page 5

JW/ilc

Enclosures: Exhibit A – Standard Conditions

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas."

EXHIBIT A

STANDARD CONDITIONS: CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CLIENT and A/E understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by A/E in order to meet or address those requirements will be charged to and payable by CLIENT.

1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is

paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of A/E. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

1.9 INDEMNIFICATION FOR UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS A/E, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF A/E; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE A/E, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE INSTRUMENTS OF SERVICE.

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for the sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E, and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas , without regard to conflict of laws principles. See [Tex. Bus. & Com. Code § 272.001](#).

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waivers of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period.
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate.
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN

ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E: Clint Wofford, 255 N. Center St., Suite 100, Arlington, TX, 76011, (817) 649-3216,
cwofford@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: Jason Brown, 3200 Diana Drive, Richland Hills, TX 76118, (817) 616-3775,
jbrown@richlandhills.com

(Representative name, physical and mailing address, phone, and email)

3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT

Parkhill

Hourly Rate Schedule

January 1, 2024 through December 31, 2024

Client: City of Richland Hills

Project: Latham Drive Trailhead

Agreement Date: February 1, 2024

Location: 7203 Latham Drive, Richland Hills, Texas 76118

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$88.00	Architect	\$186.00	Architect	\$305.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
Architect	\$163.00	Structural Engineer	\$253.00	Structural Engineer	\$410.00
Civil Engineer	\$184.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Electrical Engineer	\$190.00	Other Professional	\$193.00	Other Professional	\$392.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$151.00	Architect	\$275.00		
Mechanical Engineer	\$181.00	Civil Engineer	\$319.00		
Structural Engineer	\$179.00	Electrical Engineer	\$317.00		
Survey Tech	\$146.00	Interior Designer	\$218.00		
Other Professional	\$148.00	Landscape Architect	\$236.00		
		Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

Memorandum

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

From: Jason Brown, Director of Parks and Recreation

Date: February 12, 2024

Subject: Parkhill Professional Services Agreement – Rosebud Park

Agenda Item:

Consider Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the FY 2024 Rosebud Park Improvements

Background Information:

The City of Richland Hills has been working with Parkhill, formerly Schrickel Rollins, since 2014 in developing a citywide Parks Master Plan. The current master plan was adopted in 2019.

During the FY 2024 Budget process, the Richland Hills Development Corporation (RHDC) and City Council approved funding for a restroom/pavilion and expanded parking at Rosebud Park. Under the attached Professional Services Agreement, Parkhill will provide the survey, design and engineering work for the proposed parking spaces on the southern end of the park and for the concrete pad and utility connections to the restroom/pavilion. The firm will also develop construction documents, perform bid services and provide construction administration.

The restroom/pavilion is a pre-fabricated structure that was originally purchased for Creek Trail Park. RHDC and City Council decided to move the restroom/pavilion to Rosebud Park during the budget process since Creek Trail Park is currently being reevaluated as part of the Glenview Corridor Master Plan.

Financial Considerations:

The FY 2024 RHDC Fund Budget includes funding in the amount of \$450,000 for construction of a restroom/pavilion and additional parking at Rosebud Park. Parkhill has provided a proposal in the amount of \$158,900 to complete landscape architecture, survey and engineering services for the project.

During the FY 2024 Budget process, a construction estimate was provided but staff did not get an estimate for architecture, survey and engineering services. In order to move forward with the Rosebud Park improvements, a budget amendment will be required to increase the project budget to \$610,000. The Finance Director has identified available

cash funding in the amount of \$160,443 in the Capital Projects Fund. This represents the uncommitted cash balance remaining from previous capital projects.

Upon approval by City Council, staff will bring forward a budget amendment of \$160,443 to the Capital Projects Fund for Council consideration at the February 26, 2024 City Council meeting.

Legal Review:

N/A

Board/Citizen Input:

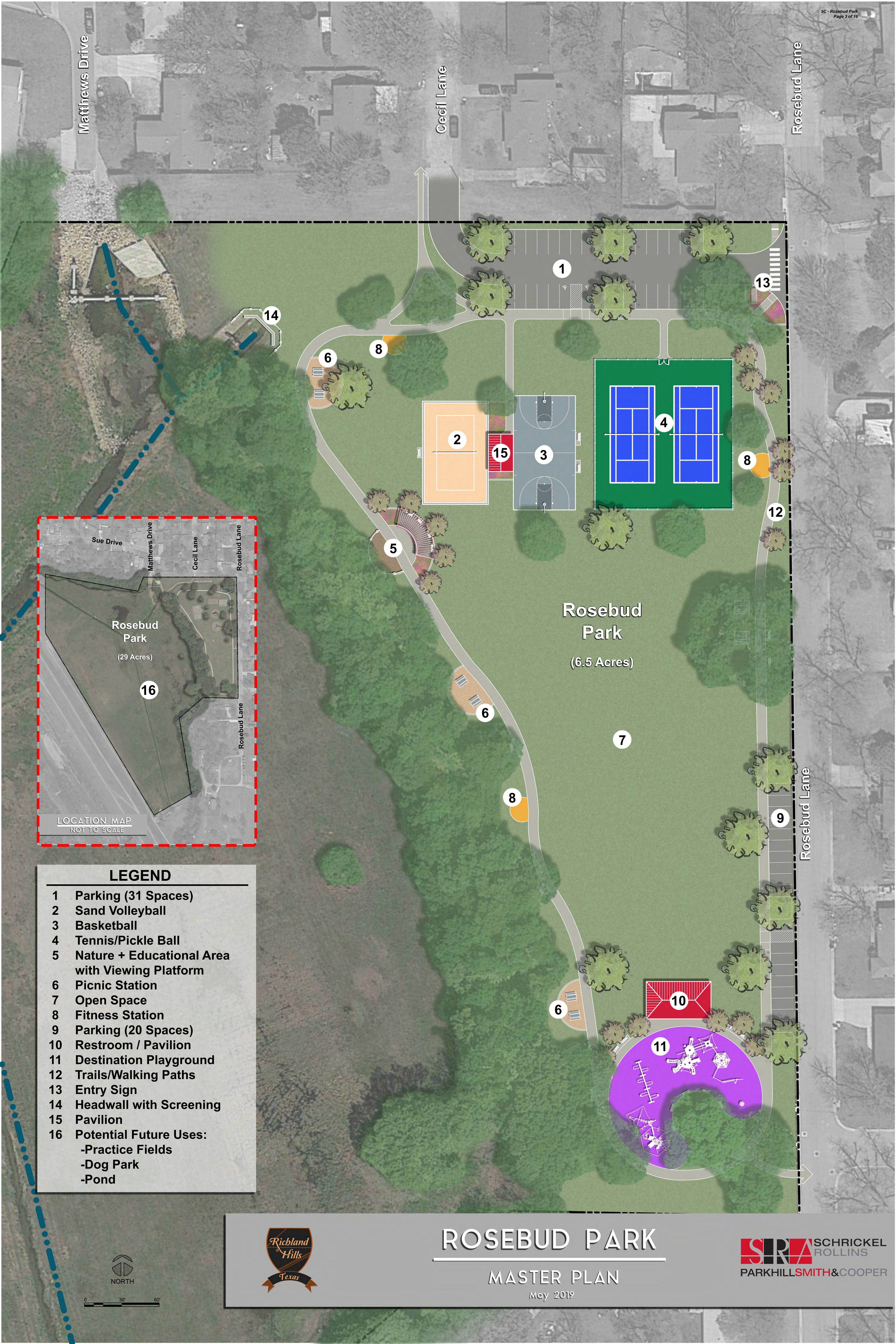
The Richland Hills Development Corporation will consider the Professional Services Agreement on February 12, 2024 prior to the City Council meeting.

Attachments:

Rosebud Park Master Plan Concept
Parkhill Professional Services Agreement – Rosebud Park Improvements

Council Action Requested:

Motion to approve Professional Services Agreement with Parkhill to provide landscape architecture, survey and engineering services for the FY 2024 Rosebud Park Improvements in the amount of \$158,900 and to amend the project budget by allocating an additional \$160,443 from the uncommitted cash balance in the Capital Projects Fund for a total project cost of \$610,443.



LEGEND

- 1 Parking (31 Spaces)
- 2 Sand Volleyball
- 3 Basketball
- 4 Tennis/Pickle Ball
- 5 Nature + Educational Area with Viewing Platform
- 6 Picnic Station
- 7 Open Space
- 8 Fitness Station
- 9 Parking (20 Spaces)
- 10 Restroom / Pavilion
- 11 Destination Playground
- 12 Trails/Walking Paths
- 13 Entry Sign
- 14 Headwall with Screening
- 15 Pavilion
- 16 Potential Future Uses:
 - Practice Fields
 - Dog Park
 - Pond



0 30' 60'



ROSEBUD PARK

MASTER PLAN

May 2019



February 1, 2024

Mr. Jason Brown
Director of Parks & Recreation Department
City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

RE: Agreement for Professional Services Rosebud Park Improvements
Project Address: 2600 Rosebud Lane, Richland Hills, Texas 76118

Dear Mr. Jason Brown:

Parkhill (A/E) is pleased to have the opportunity to provide Landscape Architecture, and Engineering services to the City of Richland Hills (CLIENT) for the Rosebud Park Improvements (Project).

We understand the Basic Services (Scope of Work) you require to be:

PROJECT UNDERSTANDING

Provision of improvements to the south end of Rosebud Park in Richland Hills, Texas. Improvements shall include, but not be limited to, the following elements as allowed by the project budget: location of a restroom/pavilion building (provided by others), utility service to the new building (water and sanitary sewer), storm drainage system, on-street parking and sidewalks.

The A/E shall provide the following Basic Services:

TOPOGRAPHIC SURVEY

The A/E shall provide a topographic survey for preparation of the Construction Documents. The survey will provide a minimum contour interval of one foot, show any existing facilities nearby, visible utilities with measure downs, trees with a 4-inch caliper or greater, back of curb, gutter and centerline elevations on streets, adjacent driveways, street material type(s), all above ground elements, all markers, property corner pins, right-of-way and other miscellaneous items. Three (3) control points will be provided. This survey will comply with standard City of Richland Hills requirements.

BOUNDARY SURVEY

The A/E shall provide a boundary survey to formally define the property boundary at the upper portion of Rosebud Park for preparation of the Construction Documents. This survey will comply with standard City of Richland Hills requirements.

GEOTECHNICAL INVESTIGATION & REPORT

The A/E shall secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of vehicular and pedestrian paving, retaining wall, building foundation, etc.

FLOOD STUDY

The A/E shall provide a flood study to determine the hydraulic impact of the proposed improvements and to determine measures to mitigate any adverse impacts. The watershed of Stream BFC-5 has been fully built out for many years, so it is assumed the FEMA effective peak discharges can be utilized for the

Mr. Jason Brown
City of Richland Hills

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analysis. The flood study will provide the following: update effective hydraulic model to reflect current conditions, create a proposed condition geometry that reflects the proposed improvements and evaluate potential hydraulic impacts, determine options to mitigate adverse hydraulic impacts, update the hydraulic model as necessary to reflect revisions/iterations and a Flood Study Report.

CONSTRUCTION DOCUMENT PHASE

The A/E shall develop the plans, coordinate the various park elements and systems, develop construction details and prepare the material/technical specifications setting forth in detail the requirements for construction of the project. The A/E shall meet all applicable City of Richland Hills design and construction standards, coordinate plans with City Departments, meet all state regulations and submit construction documents to the CLIENT for development review.

Deliverables: 50% CD Design Review Submittal, 95% CD Design Review Submittal, Bid Issue Construction Documents, Project Manual (Front End Documents & Technical Specifications), Opinion of Probable Construction Cost and Meetings (as necessary)

BIDDING & NEGOTIATION PHASE

The A/E shall provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from Contractor(s), attend bid opening, assist CLIENT in pre-qualification of bidders, assist the CLIENT in a pre-construction conference.

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The A/E shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon by the CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of on-site observation, the A/E shall keep the CLIENT informed on the progress and quality of the work.

The A/E shall review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, prepare change orders (if required), assist the CLIENT in conducting the substantial completion and final completion observations, and assist the CLIENT with closeout procedures.

The A/E shall conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

Except as expressly stated in the Scope of Work, the Consultant shall not be responsible to supervise, direct or have control over Work of CLIENT's Contractors, subcontractors or other service/material providers, including any designated general contractor of CLIENT or any subcontractors thereof nor have any responsibility for the Contractor's means, methods, techniques, sequences or procedures selected by Contractors nor for the Contractors' safety precautions or programs in connection with Work. These rights and responsibilities are solely those of and between the CLIENT and the applicable Contractors. The CLIENT agrees that the A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Mr. Jason Brown
City of Richland Hills

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Except and unless prohibited by applicable law, the A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of Work or any agents or employee of any of them. The A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform or furnish any applicable Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations. The A/E shall not be responsible for any delays in the execution of the Work caused by the Contractor.

RECORD DRAWINGS

The A/E shall transfer information provided by the Contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD & PDF) and provide these files to the CLIENT.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the A/E's Compensation for Basic Professional Services and will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable Expenses include, but are not limited to travel, postage / shipping, reproductions / copies, color plots / prints, accessibility plan review and inspection fees and reports. These expenses shall be invoiced to a Not-To-Exceed Allowance as noted in the Compensation portion of this Proposal.

ADDITIONAL SERVICES

Additional Services are services that are not specifically included in this Proposal (i.e., public meetings, additional meetings beyond those described above, subdividing project into multiple sets and/or bids). Said services shall be described and compensation established and authorized by the CLIENT in writing prior to the A/E providing said services. Additional Services shall be attached to this Proposal as an amendment.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Preparation of Plats or a Boundary Survey for the Entire Park Property.
- Fees for Permits and Advertising.
- Field Surveying or Production of Related Maps for Purposes of Determining Off-Site Utility Locations or Construction Control & Layout.
- Third-party Independent Construction Inspection Services.
- Construction Material Testing.
- Environmental Impact Assessments, Statements or Permits.
- Development of a FEMA submittal.
- Permitting or analysis related to Big Fossil Creek or its levee.
- Traffic Engineering Reports or Studies.
- Hydraulics and Hydrology or Floodplain Reclamation Plans.
- Archeological Surveys.
- Preparation of Construction Documents for more than one bid package.
- Full-time or otherwise more frequent than provided in the Basic Services and Detailed Observation of the Contractor's Work in Progress.

ITEMS AND SERVICES TO BE PROVIDED BY THE CITY

The City will provide the following services to the Consultant in the performance of the project upon request.

Mr. Jason Brown
City of Richland Hills

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- Existing data the CLIENT has on file concerning the project, if available.
- As-Built plans for existing facilities and/or utilities, if available.
- Assist the Consultant in obtaining any required data and information from local utility companies, as necessary.
- Standard details and specifications in digital format.
- Assist the Consultant in requiring appropriate utility companies to expose underground utilities within the right-of-way or easements, when required.

COMPENSATION

Our fees for the Basic Services described above will be based on a lump sum amount of \$156,400.00 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$2,500.00.

Basic Services

Pre-Design Phase	
Topographic Survey	\$ 27,400.00
Boundary Survey	\$ 4,700.00
Geotechnical Investigation & Report	\$ 11,400.00
Flood Study	\$ 26,600.00
Construction Document Phase	\$ 56,450.00
Bidding & Negotiation Phase	\$ 6,850.00
Construction Contract Administration Phase	\$ 19,500.00
Record Drawings	\$ 3,500.00
Total for Basic Services	\$ 156,400.00
Reimbursable Expenses	\$ 2,500.00
Grand Total	\$ 158,900.00

Optional supplemental services may include "fly-through" animations, video presentations, exterior and interior renderings (photo-realistic), printed brochures and fundraising collateral. These costs will be determined based on the desired level of presentation materials required and billed as reimbursable expenses.

Invoices will be sent to Jason Brown, Director of Parks & Recreation, City of Richland Hills, 3200 Diana Drive, Richland Hills, TX 76118. A/E will also send invoices via the email address jbrown@richlandhills.com and accountspayable@richlandhills.com.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to landscape architects and engineers. The enclosed **Standard Conditions** (Exhibit A) gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

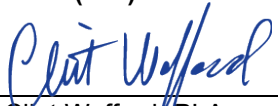
Mr. Jason Brown
City of Richland Hills

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We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By 
Clint Wofford, RLA
Landscape Architect | Senior Associate

By 
Chad Davis
Director of Landscape Architecture | Principal

CITY OF RICHLAND HILLS (CLIENT)

Signature: _____

Name: _____

Title: _____

Date: _____

JW/ilc

Enclosures: Exhibit A – Standard Conditions

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas."

EXHIBIT A

STANDARD CONDITIONS: CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CLIENT and A/E understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by A/E in order to meet or address those requirements will be charged to and payable by CLIENT.

1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is

paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of A/E. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

1.9 INDEMNIFICATION FOR UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS A/E, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF A/E; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE A/E, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE INSTRUMENTS OF SERVICE.

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for the sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E, and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas , without regard to conflict of laws principles. See [Tex. Bus. & Com. Code § 272.001](#).

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waivers of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period.
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate.
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN

ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should the CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E: Clint Wofford, 255 N. Center St., Suite 100, Arlington, TX, 76011, (817) 649-3216,
cwofford@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: Jason Brown, 3200 Diana Drive, Richland Hills, TX 76118, (817) 616-3775,
jbrown@richlandhills.com

(Representative name, physical and mailing address, phone, and email)

3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT

Parkhill

Hourly Rate Schedule

January 1, 2024 through December 31, 2024

Client: City of Richland Hills

Project: Rosebud Park Improvements

Agreement Date: February 1, 2024

Location: 2600 Rosebud Lane, Richland Hills, Texas 76118

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$88.00	Architect	\$186.00	Architect	\$305.00
SUPPORT STAFF III	\$120.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
SUPPORT STAFF IV	\$129.00	Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF V	\$143.00	Interior Designer	\$166.00	Interior Designer	\$264.00
SUPPORT STAFF VI	\$154.00	Landscape Architect	\$179.00	Landscape Architect	\$285.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
Architect	\$151.00	Structural Engineer	\$219.00	Structural Engineer	\$329.00
Civil Engineer	\$165.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
Electrical Engineer	\$168.00	Other Professional	\$163.00	Other Professional	\$259.00
Interior Designer	\$144.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$144.00	Architect	\$226.00	Architect	\$392.00
Mechanical Engineer	\$158.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Structural Engineer	\$158.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Survey Tech	\$134.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Other Professional	\$141.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
Architect	\$163.00	Structural Engineer	\$253.00	Structural Engineer	\$410.00
Civil Engineer	\$184.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Electrical Engineer	\$190.00	Other Professional	\$193.00	Other Professional	\$392.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$151.00	Architect	\$275.00		
Mechanical Engineer	\$181.00	Civil Engineer	\$319.00		
Structural Engineer	\$179.00	Electrical Engineer	\$317.00		
Survey Tech	\$146.00	Interior Designer	\$218.00		
Other Professional	\$148.00	Landscape Architect	\$236.00		
		Mechanical Engineer	\$302.00		
		Structural Engineer	\$305.00		
		Professional Land Surveyor	\$240.00		
		Other Professional	\$215.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

Memorandum

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

From: Candice Edmondson, City Manager

Date: February 12, 2024

Subject: Comprehensive Plan Advisory Committee

Agenda Item:

Consider appointments to the Comprehensive Plan Advisory Committee

Background Information:

The Comprehensive Plan Advisory Committee will work alongside staff and consultant Halff Associates on the development of the City's new Comprehensive Plan. 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.

During the January 8th City Council meeting, Council discussed appointing ten (10) members to the committee. Representatives would include three (3) City Council members, two (2) Planning & Zoning Commission members, one (1) Richland Hills Development Corporation member and four (4) citizen members. City Council may choose to appoint more or fewer members as needed.

Applications for the Comprehensive Plan Advisory Committee were accepted through Sunday, February 4, 2024. The City received a total of ten (10) applications, and they will be provided to City Council for your review prior to the meeting.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Motion to appoint _____ to the Comprehensive Plan Advisory Committee.

Memorandum

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

From: Kimberly Sylvester, Chief of Police

Date: February 12, 2024

Subject: On Street Parking Ordinance

Agenda Item:

Discuss proposed ordinance amendments pertaining to parking, stopping or standing vehicles on public streets, private streets and other places

Background Information:

On November 13, 2023, the City Council discussed current regulations governing parking on public and private streets. Following that discussion, staff worked with the City Attorney to revise the current ordinance to address some of the concerns brought forward by City Council.

During the meeting, staff will present recommended changes to the ordinance which will include trailer parking, recreational vehicle parking, abandoned vehicles, storage of vehicles on residential streets and prohibited parking.

Financial Considerations:

N/A

Legal Review:

The City Attorney prepared the draft ordinance.

Board/Citizen Input:

N/A

Attachments:

Proposed Ordinance Amendments

Council Action Requested:

Discussion Item Only

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RICHLAND HILLS, TEXAS AMENDING ARTICLE IV “STOPPING, STANDING, AND PARKING”, SECTION 82-313 “DRIVING AND/OR PARKING ON SIDEWALKS AND CURBS PROHIBITED; OWNER AND/OR DRIVER LIABLE FOR DAMAGE TO STREETS, SIDEWALKS AND CURBS; OWNER PRIMA FACIE THE OPERATOR” AND REPEALING ARTICLE VII OF CHAPTER 34 IN ORDER TO UPDATE PROVISIONS PERTAINING TO PARKING, STOPPING, OR STANDING VEHICLES ON PUBLIC AND PRIVATE STREETS AND OTHER PLACES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Texas Transportation Code authorizes local authorities to reasonably regulate the stopping, standing, or parking of a vehicle with respect to a highway under its jurisdiction; and

WHEREAS, the City has previously adopted ordinance provisions regulating parking on public and private streets within the City; and

WHEREAS, the City finds that parking regulations in addition to those provided in the Texas Transportation Code are necessary for the public safety of its citizens; and

WHEREAS, in an effort to maintain current and clear regulations regarding parking on public streets, the City Council now desires to update the City’s ordinance provisions contained in Article IV of Chapter 82 of the Richland Hills Code; and

WHEREAS, the City Council finds that this ordinance is in the best interests of the citizens of the City of Richland Hills.

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

SECTION 1

Article IV “Stopping, Standing, Parking” of Chapter 82 “Traffic and Vehicles” is hereby amended in its entirety to read as follows:

“Article IV Stopping, Standing, Parking

Division 1 Public Streets

Sec. 82-211. – Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bicycle lane means a portion of a roadway that has been designated by pavement markings (and / or signage) for preferential or exclusive use by bicyclists.

Commercial equipment means any self-propelled or towable device that is used for profit which carries personal property or moves dirt, sand or gravel or compacts dirt, sand or gravel, and shall include trailers of any shape or design (except recreational vehicles and trailers which are primarily used for recreational purposes).

Motorcycle means a motor vehicle, other than a tractor, that is equipped with a rider's saddle and designed to have when propelled not more than three wheels on the ground.

Motor vehicle means a self-propelled vehicle but does not include an electric bicycle or an electric personal assistive mobility device.

Oversized commercial motor vehicle means any vehicle designated below:

- i) Tow trucks, dump trucks, truck-tractors, concrete mixing trucks, stake-bed trucks, buses, trailers; or
- ii) Vehicles which are more than:
 - (1) Twenty (20) feet in length from end to end; or
 - (2) Seven (7) feet in width at their widest point, or
 - (3) More than seven (7) feet in height at their highest point.
- iii) *Exclusions*: The term oversize commercial motor vehicle shall exclude:
 - (1) a recreational vehicle; or
 - (2) a vehicle owned by a public or franchise utility that is located at the residence of an employee of said utility provided the employee is “on call” for emergency response outside normal business hours of 7:30 a.m. to 5:30 p.m.

Passenger car means a motor vehicle, other than a motorcycle, used to transport persons and designed to accommodate 10 or fewer passengers, including the operator.

Public infrastructure means the system of public works of the city including but not limited to roads; bridges; water, wastewater and stormwater systems and public utility systems (electric, gas and communications).

Residential district means any area in which residential living is permitted under the comprehensive zoning ordinance.

Roadway means the portion of a street that is improved, designated for, or ordinarily used for vehicular travel.

Right of way means the strip of land, dedicated to or owned by the State of Texas, any political subdivision of the State of Texas, or any public authority having jurisdiction, that contains or will contain a street, sidewalk, parkway, median, and/or other public facilities.

Recreational vehicle means a vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projections; designed to be self-propelled or towable as defined in Texas Transportation Code Chapter 541; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Stop, stand, or park means a vehicle being stationary at, or nearly at, the same location, irrespective if the vehicle is running or attended, and any calculation of time listed in this article shall be the cumulative of a vehicle being stopping, standing, or parking.

Street means any road, street, parkway, boulevard or way, inclusive of its right-of-way, under the jurisdiction of the City of Richland Hills and open to public travel.

Trailer means a vehicle without motive power designed to be pulled by a motor vehicle and to transport persons or property.

Vehicle means a device that can be used to transport or pull persons or property on a street.

Sec. 82-212 Stopping, Standing, or Parking Prohibited in Certain Places

- a) *Maximum Parking Time; Non-Residential Districts.* An operator may not stop, stand, or park any vehicle that is on a public street for a continuous period of time longer than 24 hours;
- b) *Maximum Parking Time; Residential districts.*
 - 1) An operator may not stop, stand, or park on a public street or other public right-of-way in a residential district any vehicle, other than a passenger car, motorcycle, or recreational vehicle, on a public street or other public right-of-way in a residential district overnight (from 9 p.m. to 6 a.m.).

- 2) An operator may not stop, stand, or park any recreational vehicle on a public street or on other public right-of-way in a residential district for a continuous period of time longer than 48 hours;
- c) *Alleys.* An operator may not stop, stand, or park in any dedicated public alley any motor vehicle or trailer, unless it is for the purpose of expeditiously loading or unloading goods or materials from or to property adjacent to an alley, in which case the motor vehicle or trailer may be stood, stopped, or parked for a time period not to exceed thirty minutes;
- d) *Parking for certain purposes prohibited.* An operator may not stop, stand, or park on any public street, playground, park, athletic field, or public-school property any vehicle, boat, trailer, or any other type of vehicle for the purpose of displaying such vehicle for sale, repairing such vehicle (except repairs necessitated by an emergency), or selling or exhibiting property of any nature;
- e) *Vehicles with expired license plate or registration.* An operator may not stop, stand, or park on a public street or alley a vehicle when the vehicle does not have lawfully affixed thereto a valid license plate(s) or registration windshield sticker for the current registration period;
- f) *State law.* An operator may not stop, stand, or park in any manner prohibited by Chapter 545 of the Texas Transportation Code;

Sec. 82-213 Parking of Commercial Motor Vehicles and Commercial Equipment

- a) *Parking on public property.* No person shall park or store any oversized commercial motor vehicle or commercial equipment upon any public property located in any zoning district, including but not limited to public streets, alleys, rights-of-way, sidewalks, parkways or other public property, except in designated parking spaces or designated loading zones, unless the oversized commercial vehicle or commercial equipment is:
 - 1) Parked in a dedicated public alley for less than thirty minutes for the purpose of expeditiously loading or unloading goods or materials; or
 - 2) Parked in a district zoned for residential use between the hours of 7:30 a.m. and 5:30 p.m. for the purpose of providing a service to an adjacent residential property.
- b) *Defense.* It shall be a defense to prosecution under this section if the oversized commercial motor vehicle or commercial equipment is:
 - 1) utilized in providing an urgent service to a business or residence which cannot be performed during the hours of 7:30 a.m. to 5:30 p.m.; or
 - 2) utilized by the City (or its contractor) or by a public or franchise utility (or its contractor) in constructing, maintaining, or repairing public infrastructure; or
 - 3) the vehicle is disabled or inoperable, and

- i) the vehicle does not impede traffic, and
 - ii) a towing service has been contacted to remove the vehicle from the right of way.
- c) *Disabled or Inoperable Vehicles.* In no case may a disabled or inoperable oversized commercial vehicle remain stopped, parked, or standing for more than four (4) hours.

Sec. 82-214 Parking on TxDOT Streets, Roads.

- a) *No Stopping, Standing, or Parking.* A person shall not stop, stand, or park a vehicle in the right of way of a road owned or under the jurisdiction of the Texas Department of Transportation.
- b) *Defense.* It shall be a defense to prosecution under this section if:
 - (1) the vehicle is disabled or inoperable, and
 - (2) the vehicle does not impede traffic, and
 - (3) a towing service has been contacted to remove the vehicle from the right of way.
- c) *Disabled or Inoperable Vehicles.* In no case may a disabled or inoperable vehicle remain stopped, parked, or standing in a right of way described by this section for more than four (4) hours.

Sec. 82-215 Obstructions from Parked Vehicles.

No person shall stop, stand or park a vehicle under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic, except that a driver may stop temporarily during actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals of a police officer.

Sec. 82-216 Storing Motor Vehicles on Public Streets Prohibited.

It shall be unlawful for any person to store or allow the storage of a motor vehicle upon the public streets, alleys, sidewalks, or parkways of the city. For purposes of this section, a vehicle shall be considered stored if it has remained parked at, or nearly at, the same location for a continuous period of time in excess of five (5) days.

Sec. 82-217 Unauthorized Parking on Certain Public Property Prohibited.

- a) *Unauthorized Parking Prohibited.* Except as provided in subsection (b), it shall be unlawful for any person to park, stop, or stand a vehicle, whether occupied or unoccupied:
 - 1) In a manner which blocks a public driveway;

- 2) Overnight (from 11 p.m. to 5 a.m.) on any public parking lot upon which is located signage designating the parking lot for the use of the public conducting business at a City facility; or
 - 3) On a public parking lot upon which is located signage designating the parking lot for city employees and/or city officials.
- b) *Exception.* It is an exception to subsection (a) if a person parks, stops, or stands a vehicle:
- 1) temporarily for the purpose of, and while actually conducting the activity of, loading or unloading passengers from such vehicle, or
 - 2) pursuant to authorized from the City Manager, or his designee.

Sec. 82-218 Parking Near Emergency Vehicle.

- a) A person shall not stop, stand, or park a vehicle
- (1) in a manner which interferes with the arrival, operation, or departure of any emergency vehicle actively responding to an emergency; or
 - (2) in a manner prohibited by Texas Transportation Code Chapter 545 or other applicable state law.
- b) Any vehicle found in violation of this section may be immediately moved or towed.

Sec. 82-219 Parking on Medians Prohibited

A person shall not stop, stand, or park a vehicle in or upon the strip of land between the lanes of opposing traffic on a divided street.

Sec. 82-220 Passenger Loading Zones

- a) It shall be unlawful for the driver of a vehicle to stop, stand or park longer than five (5) minutes in any place marked as a passenger loading zone, and then only for the expeditious loading or unloading of persons.
- b) It shall be unlawful at any time to leave an unattended vehicle in any place marked as a passenger loading zone.

Sec. 82-221 Determination of curb loading zones.

The city council is hereby authorized to determine the location of freight curb loading zones and shall direct the chief of police to place and maintain appropriate signs indicating the location of

such freight curb loading zones. These zones shall be operative from 7:00 a.m. to 6:30 p.m., except on Sundays and legal holidays.

Sec. 82-222 Citation; Towing; Evidence.

- a) The chief of police or any member of the police department designated by the chief of police is hereby authorized to issue parking citations to any person who has violated any portion of this article.
- b) The chief of police or his designee may effectuate the towing or removal of the vehicle of an individual cited under this article at the expense of the owner of said vehicle and, if towed, may have the vehicle impounded and detained until all towing and storage charges are paid by the owner under the following procedure:
 - 1) Notice. Notice shall be given to such owner by one or more of the following methods at least 48 hours prior to the time such removal is required:
 - i) A sticker or flyer affixed to the automobile; or
 - ii) Personal notice delivered to the owner.
 - 2) If a vehicle remains after the 48 hour period such vehicle may be ordered by the city manager, the chief of police, or a designee thereof, to be removed and stored at the expense of the owner.
- c) In a prosecution for an offense under this article or under applicable state law involving the stopping, standing, or parking of an motor vehicle it is presumed that the registered owner of the vehicle is the person who stopped, stood, or parked the vehicle at the time and place the offense occurred.

Sec. 82-223 Parking in Bicycle Lanes.

- a) It shall be unlawful for the driver of any vehicle or trailer to stop, stand or park in any bicycle lane designated with signage which reads “No Parking Bicycle Lane” or signage of the same meaning approved by the Manual of Uniform Traffic Devices.
- b) Exception. It is an exception to prosecution under subsection (a) if a person stops or stands a vehicle or trailer in a bicycle lane:
 - (1) momentarily while in the process of safely executing a turning movement onto a street or driveway; or
 - (2) when directed to do so by a police officer; or

- (3) when the vehicle or trailer is being utilized by the City (or its contractor) or by a public or franchise utility (or its contractor) to construct, maintain or repair public infrastructure.

Sec. 82-224 Authorized Emergency Vehicles Exempt

In operating an authorized emergency vehicle, the operator may park or stand the vehicle, irrespective of another provision of this article

Secs. 82-225 through 82-235. – Reserved.

DIVISION 2 PRIVATE PROPERTY

Sec. 82-236 Stopping, Standing, or Parking Prohibited in Certain Places.

- (a) *Parking prohibited in certain places.* An operator may not park, stand, or store any vehicle in the front yard, rear yard, or side yard unless the vehicle is parked on hard paved surface of concrete or asphalt not less than nine (9) feet by eighteen (18) feet, or at least of sufficient size to accommodate the horizontal area projected by the extreme limits of the vehicle. A vehicle may be parked or stored on an unpaved surface in the side yard or rear yard provided it is screened from public view by a solid fence that is not less than six (6) feet tall. Items parked or stored in or on a side yard shall maintain a minimum three-foot clearance to the property lines. No more than two vehicles shall at any one time be parked in the rear yard of a residential lot of less than one-half acre, and no more than three vehicles shall be parked in the rear yard of a residential lot of one-half acre or more in size. On residential lots greater than one acre in size, farm implements shall be exempted from the requirements of this subsection and shall not count as vehicles in calculating the maximum number allowed. Notwithstanding the foregoing, vehicles which are parked in an enclosed garage or carport shall not count as vehicles in calculating the maximum number allowed, and shall be permitted in unlimited numbers.
- (b) *Parking space requirements.* All parking spaces constructed for the purposes of abating this nuisance shall be constructed with a driveway adjoining an existing on-site driveway or with a driveway and approach adjoining a public right-of-way. All screening fences constructed for the purpose of abating this nuisance shall comply with setbacks contained in the Richland Hills Code.
- (c) *Exemptions.* Properties that do not have an existing concrete or asphalt driveway as of the effective date of this ordinance shall be exempt from this requirement. In the event that a concrete or asphalt driveway is constructed after the effective date of this ordinance, the provisions of this section shall apply.

Sec. 82-237 Parking for certain purposes prohibited.

- (a) *Parking prohibited.* An operator may not stop, stand, park any automobile, boat, trailer, or any other type of vehicle upon any private property, including parking lots or driveways of residential or commercial lots with any type of sign or writing upon the vehicle which offers the vehicle for sale. The owner or person entitled to possession of any real property commits an offense by allowing the parking of a vehicle on the property that violates this section.
- (b) *Defense.* It is a defense to prosecution under this section if the vehicle is offered for sale upon real property on which a certificate of occupancy has been issued for automobile sales, or if the vehicle is offered for sale on private residential property and no more than two vehicles have been offered for sale upon that property within any one calendar year.

Sec. 82-238 Parking of Oversized Commercial Vehicles Prohibited.

- d) *Parking Prohibited in Residential Areas.* No person shall park or store any oversized commercial vehicle or commercial equipment upon any private property located in a district zoned for residential use including any portion of a front yard, driveway, side yard, or rear yard unless the oversized commercial vehicle or commercial equipment is:
 - 1) Parked in a district zoned for residential use between the hours of 7:30 a.m. and 5:30 p.m. for the purpose of providing a service to an adjacent residential property, or
 - 2) Parked or stored in an enclosed building constructed in compliance with all other codes and ordinances of the City.
- e) *Defense.* It shall be a defense to prosecution under this section if the oversized commercial motor vehicle or commercial equipment is:
 - 1) utilized in providing an urgent service to a business or residence which cannot be performed during the hours of 7:30 a.m. to 5:30 p.m.; or
 - 2) utilized by the City (or its contractor) or by a public or franchise utility (or its contractor) in constructing, maintaining, or repairing public infrastructure.

Sec. 82-239 through Sec. 82-250 – Reserved.

DIVISION 3 PARKING FOR THE DISABLED

Sec. 82-251 Authority to designate spaces; posting of signs; dimensions.

The building official of the city is hereby authorized to designate specific parking stalls, spaces or areas upon public property as disabled parking spaces. Upon the request of the owner or operator of any existing off-street parking facility, the building official of the city is authorized to approve stalls, spaces or parking areas in an off-street parking facility as handicapped parking spaces. The building official, in the approval process for off-street parking facilities, is authorized to designate stalls, spaces or parking areas in an off-street parking facility as disabled parking spaces. Disabled

parking spaces are for the exclusive use of vehicles which display a distinguishing license plate, specially designated symbols, tags or other devices issued pursuant to V.T.C.A., Transportation Code §§ 502.253—502.255 to disabled persons and veterans. Such stalls or spaces shall be designated by posting, at the businesses' expense, of signs which comply with the requirements of the said statute. The dimensions of all parking spaces so designated shall comply with state commission of licensing and regulation guidelines.

Sec. 82-252 Use of spaces by unauthorized vehicles; towing.

A vehicle or vehicles not displaying the proper state issued handicapped designation may, at the discretion of any peace officer, be towed, or otherwise removed, from a properly designated handicapped parking space at the expense of the owner of said vehicle and, if towed, may be impounded and detained until all towing and storing charges are paid.

Sec. 82-253 Use of designated disabled parking spaces by unauthorized vehicles unlawful; parking citations.

- (a) *Generally.* A vehicle or vehicles not displaying the proper state issued disability designation which is stopped, standing, parked or left in any parking space properly designated for the exclusive use of persons with disabilities within the city may, at the discretion of any peace officer or other authorized parking enforcement agent, be issued a parking citation. Authorized parking enforcement agents shall include any city police officer or employee or city volunteer designated by the chief of police or the city manager to enforce the provisions of this section.
- (b) *Penalty.* Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this section:
 - (1) Except as provided by this subsection (b), an offense under this division is a misdemeanor punishable by a fine of not less than \$250.00 or more than \$500.00.
 - (2) If it is shown on the trial of an offense under this section that the person has been previously convicted one time of an offense under this section, the offense is punishable by a fine of not less than \$300.00 or more than \$600.00.
 - (3) If it is shown on the trial of an offense under this section that the person has been previously convicted two times of an offense under this section, the offense is punishable by:
 - a. A fine of not less than \$300.00 or more than \$600.00; and
 - b. Not less than ten or more than 20 hours of community service.
 - (4) If it is shown on the trial of an offense under this section that the person has been previously convicted three times of an offense under this section, the offense is punishable by:
 - a. A fine not less than \$500.00 or more than \$1,000.00; and
 - b. Not less than 20 or more than 50 hours community service.
 - (5) If it is shown on the trial of an offense under this section that the person has been previously convicted four times of an offense under this section, the offense is punishable by a fine of \$1,000.00 and 50 hours of community service.

Secs. 82-254 through Sec. 82-260 - Reserved.

Division 4 Specific Streets

§ 82-261. Parking prohibited on certain streets.

Parking is prohibited on the following enumerated streets:

(1) Ash Park. It shall be unlawful for any person to park along the west curblin and the east curblin on Ash Park Drive between Latham Drive and Baker Boulevard as designated by the sign posted on Ash Park Drive.

(2) Baker Boulevard (and/or SH 183):

a. It shall be unlawful for any person to stop, park or leave standing any vehicle, whether attended or unattended, upon the paved or main traveled portion of Baker Boulevard (and/or State Highway 183) within the city limits. This subsection shall not apply to the driver of any vehicle which is disabled while on the paved or main traveled portion of such Baker Boulevard (and/or State Highway 183) in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position.

b. It shall be unlawful for any person to park or leave standing any vehicle on Baker Boulevard. All disabled vehicles shall be moved to the curblin and removed.

(3) Booth Calloway. No person shall stop, stand or park a vehicle on Booth Calloway.

(4) Glenview Drive. No person shall stop, stand or park a vehicle on either side of Glenview Drive.

(5) Rena Drive. It shall be unlawful for any person to park or leave any vehicle, object or article on Rena Drive between Diana Drive and Rufe Snow Drive in the city.

(6) State Highway 121 Access Road (North Midway Road). It shall hereafter be unlawful for any person to park a vehicle or leave a vehicle on State Highway 121 Access Road (North Midway Road).

(7) Willman Avenue. No person shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with law or direction of a police officer or traffic control device on either side of Willman Avenue.

(8) Handley Ederville Rd. No person shall stop, stand or park a vehicle on Handley Ederville Rd.

(9) Rufe Snow Dr. No person shall stop, stand or park a vehicle on Rufe Snow Dr. between Baker BLVD and Park Place Dr.

(10) Matthews Dr. No person shall stop, stand or park a vehicle on Matthews Dr. between Baker BLVD and Park Place Dr.

Secs. 82-262 through Sec. 82-280 - Reserved.”

SECTION 2

Section 82-313 “Driving and/or parking on sidewalks and curbs prohibited; owner and/or driver liable for damage to streets, sidewalks and curbs; owner prima facie the operator” of Chapter 82 “Traffic and Vehicles” is hereby amended in its entirety to read as follows:

“§82-313 Driving and/or parking on sidewalks and curbs prohibited; owner and/or driver liable for damage to streets, sidewalks and curbs; owner prima facie the operator.

- (a) No person shall drive, operate or park a motor vehicle upon or over a sidewalk within the corporate limits of the city.
- (b) No person shall drive, operate or park a motor vehicle upon, across or over a curb in any public street within the corporate limits of the city.
- (c) No person shall turn or maneuver any vehicle upon any street, sidewalk or curb within the corporate limits of the city in such a way as to cause damage to the surface or structure of such street, sidewalk or curb.
- (d) No person shall park or leave unattended a bicycle upon a street or sidewalk as to obstruct traffic or pedestrian movement.
- (e) The owner of a motor vehicle used in driving, operating, or parking upon or over a street, sidewalk or curb in violation of this section is presumed to be the driver or operator of the motor vehicle so driven, operated or parked in violation of this section. The presumption shall be rebuttable and shall have the effects and consequences set forth in V.T.C.A., Penal Code § 2.05.
- (f) Any person causing damage to any street, sidewalk or curb shall, in addition to such criminal penalty specified in this section, be liable in a civil suit or proceeding for all damages, attorneys fees and costs which the city shall incur or sustain as a result of such damage and the recovery thereof.”

SECTION 3

Article VII of Chapter 34 “Environment” is hereby repealed in its entirety and shall be marked as reserved as follows:

“Article VII Reserved.

Secs. 34-291 through Sec. 34-299 - Reserved.”

SECTION 4 PROVISIONS CUMULATIVE

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

SECTION 5 PROVISIONS SEVERABLE

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

SECTION 6 SAVINGS CLAUSE

That all rights and remedies of the City of Richland Hills are expressly saved as to any and all violations of the provisions of the City's parking regulations which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7 PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense unless an offense herein details a different specific fine amount. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

SECTION 8 PUBLICATION

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

SECTION 9 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2024.

THE HONORABLE MAYOR EDWARD LOPEZ

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY