

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
NOVEMBER 11, 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 – 6:30 PM

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

CITY COUNCIL REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Business Spotlight: Muslim Community Center for Human Services (MCCHS)
- B. Employee Service Award
 - Fire Chief Russell Shelley – 10 years
- C. Fire Department Badge Pinning
- D. 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. Citizens will have three (3) minutes to address City Council. 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 October 28, 2024 City Council Regular Meeting
- B. Excuse the absence of Councilmember John Skier from the October 28, 2024 regular City Council meeting
- C. Approve renewal of Managed Services Agreement with SEAC Network Solutions (formerly TodoVerde, LLC) for information technology services and authorize City Manager to sign agreement
- D. Approve Resolution 607-24 adopting a Prohibited Technology Policy in compliance with Chapter 620 of the Texas Government Code

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1513-24 amending Chapter 90 "Zoning," Section 3.02.01 "Conditional Development Standards" in order to update size and use regulations for guest houses **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. Consider Resolution 606-24 casting the City of Richland Hills' allocated votes in the appointment of members to the Tarrant Appraisal District Board of Directors

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

- A. Consider insurance benefit renewal with United Healthcare for annual group medical insurance and Guardian for annual dental and vision insurance; consider new insurance benefits with Mutual of Omaha for annual life, voluntary life and disability insurance and voluntary worksite benefits; consider benefit administration with Flores for COBRA, flexible spending and health savings account administration for calendar year 2025
- B. Consider professional services agreement with Kimley-Horn and Associates, Inc. for preliminary engineering and planning services for the Glenview Drive project

6. OTHER ITEMS FOR CONSIDERATION

A. None

7. REPORTS & DISCUSSIONS

A. None

8. COMMUNITY INTEREST ITEMS

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

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

9. EXECUTIVE SESSION

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

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

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 7th day of November 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 Curtis Bergthold and Richland Hills City Council Members

From: JP Ducay, Director of Planning and Development Services

Date: November 11, 2024

Subject: Short-Term Rental Registration Process

Agenda Item:

Discuss Short-Term Rental Registration Process

Background Information:

Short-term rentals refer to a residential premises, or portion thereof, used for lodging accommodations to occupants for a period of not less than one or more than thirty (30) consecutive days, other than an ongoing month-to-month tenancy granted to the same renter for the same premises. The definition of short-term rental does not include a hotel, motel, bed and breakfast, executive suite or other nonresidential use.

Over the past few years, city staff has received several inquiries regarding short-term rentals within the community. Many cities in the Dallas-Fort Worth Metroplex have adopted policies for short-term rentals, and city staff has prepared a draft policy to provide guidelines for operating short-term rentals in Richland Hills. The proposed policy establishes a registration program for short-term rentals that will balance the rights of all stakeholders through a fair and objective regulatory framework and ensure that short-term rentals do not become a nuisance.

Staff will present the proposed short-term rental policy for Council discussion on Monday evening. A copy of the draft ordinance is attached for your review.

Financial Considerations:

Every person owning, operating, managing, or controlling any hotel or short-term rental shall collect the tax for the city and report and pay the tax to the city in accordance with all requirements and procedures set forth in *Chapter 78, Article V Hotel Occupancy Tax*.

Legal Review:

The City Attorney reviewed the draft ordinance.

Board/Citizen Input:

N/A

Attachments:

Ordinance 1516-24

Council Action Requested:

Discussion Item Only

ORDINANCE NO. 1516-24

AN ORDINANCE OF THE CITY OF RICHLAND HILLS, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 18 "BUSINESSES" BY ADDING ARTICLE XIII "SHORT-TERM RENTAL REGISTRATION", ESTABLISHING REGULATIONS AND REGISTRATION PROCESSES FOR USE OF A RESIDENTIAL PROPERTY AS A SHORT-TERM RENTAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; 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 increase in the number of persons or entities desiring to rent their residential properties has led to the increase of transient and vacation rental uses within neighborhoods; and

WHEREAS, the use of residential premises by individuals for short periods of time may negatively impact the residential character of many neighborhoods by reducing communication and accountability between permanent residents by partially substituting permanent residents with transient visitors; and

WHEREAS, the City has received calls from interested parties inquiring about short-term rental requirements and registration processes; and

WHEREAS, the City has received complaints about short-term rentals from citizens who have contacted code enforcement, police, and other city officials about short-term rentals; and

WHEREAS, the City does not have established short-term rental regulations and when investigating complaints, the City does not have adequate contact information for owners of short-term rentals, which would be beneficial in timely responding to complaints and in the event of life, health or safety emergencies; and

WHEREAS, the City Council desires to ensure the health and safety of guests and residents, but also support tourism in a balanced way; and

WHEREAS, the City Council determined that enacting a registration program for short-term rentals will serve to balance right of all stakeholders through fair and balanced regulatory framework and ensure that the short-term rentals do not become a nuisance; and

WHEREAS, the City wishes to adopt regulation requiring the registration of short-term rentals in Richland Hills, which will allow the city to properly identify the location of short-term rentals and to provide contact information for owners and operators of short-term rentals to aid in responding to complaints and emergencies; and

WHEREAS, the City finds and determines that regulating the short-term rental property is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents in the City of Richland Hills; and

WHEREAS, the City Council finds that the adoption of this ordinance is in the best interest 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 XIII "Short-Term Rental Registration" of Chapter 18 "Businesses" is hereby added in its entirety to read as follows:

"Article XIII Short-Term Rental Registration"

18-631 Purpose.

This article is intended to provide a procedure to allow the rental of residential premises to visitors on a short-term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods. Additionally, this article is intended to ensure that minimum health and safety standards are maintained in such units to protect visitors from unsafe or unsanitary conditions.

18-632 Definitions.

ADVERTISE — The act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or social media and mobile application.

BEDROOM — The living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

CITY — The City of Richland Hills, Texas.

CITY MANAGER — The city manager of the city.

DIRECTOR — The director of the department designated by the city manager to enforce and administer this article, including the director's designees.

FIRE CODE — The fire code adopted by the city.

HOTEL OCCUPANCY TAX — Hotel occupancy tax as provided for in Chapter 78 Article V of the City Code of Ordinances and Chapter 351 of the Texas Tax Code, as they exist or may be amended and any successor ordinances or laws.

LOCAL CONTACT PERSON —

- (1) The person designated by the owner or operator who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of:
 - a. Responding in person within one (1) hour to complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit; and
 - b. Taking remedial action to resolve such complaints.
- (2) The owner or operator may be listed as the local contact person.

MUNICIPAL COURT — The City of Richland Hills, Texas Municipal Court of Record.

OPERATOR — Every natural person, firm, partnership, association, social or fraternal organization, corporation, estate, trust, receiver, syndicate, branch of government, or any other group or combination acting as a unit who is the proprietor of a short-term rental with authority to act in that capacity, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any capacity. Where the operator performs his or her functions through a managing agent of any type or character, other than an employee, or where the operator performs his or her functions through a rental agent, the managing agent or the rental agent shall have the same duties as his or her principal.

OWNER — Any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

OCCUPANT — Any individual person living in, sleeping in, or possessing a building or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract, or other legal document to be considered an occupant.

PREMISES — Property, a lot, plot, or parcel of land, including any structures or portions of structures thereon.

SHORT-TERM RENTAL — A residential premises, or portion thereof, used for lodging accommodations to occupants for a period of not less than one or more than thirty (30) consecutive days, other than an ongoing month-to-month tenancy granted to the same renter for the same premises. The definition of short-term rental does not include a hotel, motel, bed and breakfast, executive suite, or other nonresidential use.

ZONING ORDINANCE — The zoning ordinance adopted by the city.

18-633 Unpermitted short-term rentals prohibited.

- (a) It shall be unlawful for any owner, operator, or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted short-term rental.
- (b) It shall be an affirmative defense to violation of this section that the occupant is a party to the sale of the premises and was occupying the premises pursuant to a written post-closing occupancy agreement.

18-634 Permit required.

- (a) An owner or operator who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Each rentable unit must be permitted. Upon application to the city, a short-term rental permit shall be approved by the director if the application satisfies all the conditions of this article and the zoning ordinance. The director may place reasonable conditions on short-term rental permits to ensure compliance with the provisions of this article.
- (b) A copy of the short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.
- (c) Owners and operators of short-term rental units which were registered before the effective date of this article shall have ninety (90) days from the effective date of this article to secure the permit required under this article.

18-635 Transferability.

- (a) A short-term rental permit is not transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit may be grounds for revocation of a permit.

18-636 Permit application process.

- (a) Application requirement. An owner or operator who wishes to offer his or her residential premises as a short-term rental must submit an application for a permit to the city.
- (b) Application process. Applications shall be in writing on a short-term rental application form prescribed by the city manager or their designee. The date of receipt of an application form shall be recorded by the city in a manner sufficient to verify the date of its submission. The owner or operator must submit the following information on the application form:
 - (1) The physical address of the short-term residential premises;
 - (2) The number of bedrooms and the applicable overnight and daytime

- occupancy limit of the proposed short-term rental premises;
- (3) The owner's name, address, e-mail address, and telephone number;
 - (4) If the owner is not a natural person, then the name, address, and e-mail address of a natural person who has the legal authority to act for the owner;
 - (5) The operator's name, address, e-mail address, and telephone number;
 - (6) If the operator is not a natural person, then the name, address, and e-mail address of a natural person who has the legal authority to act for the operator;
 - (7) The name, address, e-mail address, and twenty-four (24) hour telephone number of a local contact person.
- (c) Nonrefundable fee. There shall be a nonrefundable permit application fee. The application fee shall be in the amount set forth in the city's fee schedule.
- (d) Additional application requirements:
- (1) The short-term rental application form must be accompanied by a dimensioned floor plan of the short-term rental identifying bedrooms, other living spaces, emergency evacuation routes, fire extinguishers, smoke detectors, and CO detectors;
 - (2) A statement that the owner or operator of the short-term rental will comply with the requirements of this article, and with all applicable state and local laws, and that the owner or operator shall be liable for any violations of applicable state and local laws;
 - (3) The guest safety information required by Section 18-640;
 - (4) A sworn statement that the owner will obtain annual independent inspections of required 10lb ABC fire extinguishers in compliance with the city's current Fire Code;
 - (5) Formal acknowledgement that the owner/operator will be required to pay Hotel Occupancy Taxes;
 - (6) When applicable, written verification from the owner that the operator is authorized to operate the premises as a short-term rental; and
 - (7) Such other information as the city manager or their designee deems reasonably necessary to administer this article.
- (e) Incomplete application. If an application form is determined to be incomplete, the director shall notify the owner or operator in writing of the incomplete nature of the application and the basis for that determination.

18-637 Expiration of permit; renewals.

- (a) A short-term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner or operator and payment of the application fee. If the renewal application satisfies the conditions of this article and all other provisions of the Code of Ordinances and the zoning ordinance, an application for renewal of a short-term rental permit shall be approved by the director or his designee.
- (b) An application for a short-term rental renewal permit must be filed beginning thirty (30) days prior to the expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any to the information contained in the original permit or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The director may require such certifications deemed necessary and proper to ensure continuing compliance with this article.
- (c) An application for a short-term rental renewal permit submitted after the expiration of the most recent permit for the premises shall be treated as an application for a new permit as described in Section 18-636.
- (d) If a complete application for a short-term rental renewal permit is submitted less than thirty (30) days prior to the expiration of the current permit, the director, in their sole discretion, may grant a one-time extension of the current permit not to exceed ten (10) days.
- (e) A nonrefundable permit renewal application fee shall accompany any renewal application. The application fee shall be in the amount set forth in the city's fee schedule.
- (f) The director or designee may deny the renewal of a short-term rental permit if it is determined that the permit was issued in error or on the basis of incorrect information supplied by the applicant or if:
 - (1) The permit holder has pleaded no contest to or been convicted of a violation of any ordinance of the city, or any state or federal law, related to operation of a short-term rental on the premises or has permitted such a violation on the premises by any other person. Such violation may include, but is not limited to, parking, noise, littering, destruction of property, disorderly conduct or failure to pay hotel occupancy taxes; or
 - (2) There are grounds for suspension, revocation or other registration sanctions as provided for in this article.

18-638 Inspection.

To ensure compliance with the requirements of this Article, a short-term rental may be inspected in the following methods:

- (a) *Initial inspection.* Prior to issuance of a short-term rental permit, the owner or operator shall allow, within ten (10) days of receipt of notice from the city, an on-

site inspection of the short-term rental premises by the director or the director's designee to ensure compliance with minimum health and safety requirements for use and occupancy. If, upon completion of an inspection, the premises are found to be in violation of one (1) or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a reinspection date for a violation to be corrected prior to issuance of a short-term rental permit.

- (b) *Fire extinguishers.* The owner is responsible for obtaining annual independent inspections of the required 10lb ABC fire extinguishers to ensure compliance with the city's current Fire Code.
- (c) *Inspections upon report of suspicious activity.* The city may perform inspections when a violation of this Article or other law is reported or suspected.

18-639 Change of information.

- (a) Any change of information provided in a short-term rental application form must be reported to the city within ten (10) days and be continuously updated as changes occur.

18-640 Guest safety notification and minimum requirements.

- (a) Each owner of a short-term rental shall provide to guests a brochure and post in a conspicuous location of the short-term rental the following minimum information:
 - (1) The owner, operator, or designated agents name and twenty-four (24) hour contact telephone number;
 - (2) Pertinent neighborhood information including, but not limited to, parking restrictions, trash collection schedules and location of required off-street parking, other available parking and prohibition of parking on landscaped areas;
 - (3) Quiet hours and noise restrictions as specified under *Chapter 34, Article V* of the Code of Ordinances;
 - (4) Information to assist guests in the case of an emergency posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire and emergency medical services and instructions for obtaining severe weather, natural or manmade disaster alerts and updates; and
 - (5) Depiction of floor plan identifying evacuation routes, including the dwellings exits, primary evacuation routes and secondary evacuation routes near the front door of the dwelling.
- (b) Each short-term rental owner shall provide in the short-term rental working smoke detectors in accordance with adopted codes, one working 10lb ABC fire extinguisher on every floor, and a CO detector if the home has natural gas in use.

The premises shall otherwise comply with applicable Code of Ordinance requirements, including but not limited to all building and fire codes.

18-641 Hotel Occupancy Tax.

- (a) Every person owning, operating, managing, or controlling any hotel or short-term rental shall collect the tax for the city and report and pay the tax to the city in accordance with all requirements and procedures set forth in *Chapter 78, Article V Hotel Occupancy Tax*. Complete and detailed records must be kept of all receipts reported and exemptions or reimbursements claimed. Failure to file this report and pay applicable tax may result in fines and penalties as prescribed by City Ordinance No. 1088-07.

18-642 Revocation of permit.

- (a) A permit may be denied or revoked by the director for any of the following reasons:
- (1) Providing false or misleading information on a short-term rental application form.
 - (2) Information required to be provided as part of this article has changed or is no longer accurate and the permit holder has failed to notify the city.
 - (3) Found guilty in the municipal court of two or more violations of the city's code, this article, or any other city ordinance within the preceding twelve-month time period.
 - (4) Failure to timely provide any information, or any corrected information, required under this article.
 - (5) Failure to pay the required Hotel Occupancy Tax.
- (b) Prior to denying or revoking a permit, the director shall provide a written warning to the owner or operator, explaining the deficiencies in the application or permit, and provide for a deadline by which the owner or operator can voluntarily remedy the deficiencies.
- (c) Notice that a permit has been denied or revoked shall be given in writing to the owner or operator who completed the short-term rental application form. The notice shall state the reason(s) for the denial or revocation, and it shall be served either by personal service or by certified United States mail to the address provided in the short-term rental application form. The denial or revocation shall become effective on the date of service if served by personal service, or three (3) days from the date of mailing if served by United States mail.
- (d) To contest the denial or revocation of a permit, the applicant shall file a notice of appeal with the director within ten (10) days following the effective date of the denial or revocation. If no notice of appeal is filed within ten (10) days, the denial or revocation is sustained.
- (e) The director shall forward the notice of appeal to the City Council within three (3) business days of receipt of the notice of appeal.

- (f) The City Council shall hold a hearing within a reasonable time, but no later than sixty (60) days of the appeal being received in the board office, and shall render a decision at the conclusion of the hearing.
- (g) An appeal shall not stay the denial or revocation of a permit unless otherwise directed by the director.
- (h) If a short-term rental permit is revoked by the director, then for one year after the date of revocation, no second or additional permit shall be issued for a short-term rental on the same premises which are the location of the revoked permit.

18-643 Compliance and enforcement; penalty provisions.

- (c) The owner, operator, local contact person, and occupants shall comply with all applicable laws, rules and regulations pertaining to the operation, use, and occupancy of a short-term rental, as well as all city ordinances, including those related to trash, noise, and parking. The owner shall not be relieved from any civil or criminal liability for a violation of this article, regardless of whether such violation is committed by the owner, operator, local contact person, or occupant of the owner's short-term rental.
- (d) Nothing in this article shall be construed to relieve any person or owner of any other applicable requirements of federal, state, or local law, rules, or regulations. Nothing in this article shall be construed to provide any property owner with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the owner's property that may prohibit the use of such owner's property as a short-term rental as defined in this article.
- (e) It shall be unlawful for any person or entity to violate any provision of this article. Proof that a violation of this article occurred at a short-term rental shall create a rebuttable presumption that the owner of said short-term rental committed the violation.
- (f) Prosecution under this article shall not require the pleading or proving of any culpable mental state. Any violation of this article which does not allege a culpable mental state is a class C misdemeanor offense, and upon conviction shall be punished by a fine in the maximum amount of five hundred dollars (\$500.00).
- (g) If a culpable mental state is alleged in the charge of the offense and the offense governs fire safety or public health, such offense shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00).
- (h) Penalties provided for in this article are in addition to any other criminal or civil remedies that the city may pursue under federal, state, or local law.

18-644 through 18-680. (Reserved)

SECTION 2.

ORDINANCE CUMULATIVE

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

SECTION 3. SAVINGS

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 4. SEVERABILITY

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. 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, upon conviction, not more than {insert specific amount: Two Thousand Dollars (\$2,000.00) for each offense affecting fire safety, zoning, or public health and sanitation, other than dumping of refuse; not more than Four Thousand Dollars (\$4,000.00) for each offense for dumping of refuse; and Five Hundred Dollars (\$500.00)} for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. 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 7.
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 November 11, 2024, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR CURTIS BERGTHOLD

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: JP Ducay, Director of Planning and Development Services

Date: November 11, 2024

Subject: Business Spotlight

Agenda Item:

Business Spotlight: Muslim Community Center for Human Services (MCCHS)

Background Information:

The MCCHS is located at 7600 Glenview Dr. Since 1995, MCCHS has called Richland Hills home providing vital services to the community. A representative from MCCHS will be in attendance to introduce their organization.

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 Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: November 11, 2024

Subject: Employee Service Award

Agenda Item:

Presentation of 10-year Service Award to Fire Chief Russell Shelley

Background Information:

Chief Russell Shelley joined the Richland Hills Fire Department on November 24, 2014, as a Battalion Chief. He was promoted to his current position as Fire Chief on September 2, 2015. Chief Shelley just completed his 34th year in the fire service this past August. Chief Shelley has a Master's Degree in Executive Fire Service Leadership from Grand Canyon University and has also completed the following programs: National Fire Academy's Executive Fire Officer, Certified Public Manager through the University of Texas at Arlington, Government Finance for Non-Finance Professionals through Texas Tech University, and Fire Service Chief Executive Officer through Texas A&M University. Chief Shelley currently holds the following state certifications:

Master Firefighter
Licensed Paramedic
Fire Instructor II
Hazardous Materials Technician
Fire Officer II
Fire Inspector
Department Head – Suppression

Chief Shelley and his wife Amy have two adult sons, Ryan and his wife Amanda and Reese and his wife Jaiden. They also have a 15-month-old granddaughter, Chandler, who is the newest addition to the family.

It has been an honor to serve the Richland Hills community, and the greatest joy of my career has been watching this organization transform into the high performing group it is today. Thank you for allowing me to play a small part in the process.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Presentation of 10-year Service Award to Fire Chief Russell Shelley

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Russell Shelley, Fire Chief

Date: November 11, 2024

Subject: Firefighter Badge Pinning

Agenda Item:

Fire Department Badge Pinning - Firefighter/Paramedic Fabian Huerta

Background Information:

Fabian Huerta was born in Fort Worth and grew up in the Houston area. His first fire service job was with the Galena Park Fire Department where he served from 2015 to 2019. He returned to North Texas in 2021 and joined the Pantego Fire Department where he served until 2023. Fabian came to work for the Richland Hills Fire Department on October 1, 2023, and he has successfully completed all field training including full endorsement of his paramedic license by our Medical Director, Dr. Curtis Johnson.

In his free time, Fabian enjoys training in jujitsu and building and rehabbing motorcycles. We are grateful to have Fabian on our team. He is a great fit for our organization and an integral part of our service to the community. Thank you Fabian for choosing to serve in Richland Hills.

Captain Michael Irizarry will be pinning his badge.

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 Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: November 11, 2024

Subject: Minutes from the October 28, 2024 Regular City Council Meeting

Agenda Item:

Approval of minutes from the October 28, 2024 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

October 28, 2024 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the October 28, 2024 City Council Regular Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
OCTOBER 28, 2024
MINUTES**

Roll Call:

Council present

Curtis Bergthold, Mayor
Douglas Knowlton, Mayor Pro Tem
Travis Malone, Place 2
Theresa Bledsoe, Place 3
G.W. Estep, Place 5
Roland Goveas, Place 6

Council absent

John Skier, Place 4

Staff present

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

CITY COUNCIL WORK SESSION – 6:31 PM

1. **Executive Session:** Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f) and 418.106(d) & (e). Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.
2. **Discuss items listed on tonight's City Council agenda. No action will be taken and each item will be considered during the Regular Session.**
- 4B. ***Approved Ordinance 1515-24 amending the Code of Ordinances, City of Richland Hills, Texas, Appendix A, "Fee Schedule" Section 86-11, "Sewer Rates," and Section 86-248, "Water Meter Setting Charges," by revising the charges contained therein for residential and non-residential water and wastewater service***

City Manager Candice Edmondson introduced Willdan Local Government and Leadership Consultant Jason Gray who provided an overview of the recently completed water and wastewater rate study. Mr. Gray advised of several items including providing a background on rates and the reasons for rate adjustments, customer and volume information, current and forecasted cost of service, and the proposed rate plans for Council consideration.

Mayor Bergthold adjourned the work session at 7:01 p.m.

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

INVOCATION AND PLEDGES OF ALLEGIANCE – Councilmember GW Estep

PRESENTATIONS

1A. Municipal Court Week Proclamation

Mayor Bergthold read a proclamation declaring November 4 – 8, 2024 as “Municipal Court Week” in Richland Hills and presented it to Municipal Court Manager Eliza Margenau and Court Clerk Abbie Moore.

1B. Citizen Appearances/Public Comments

None.

CONSENT AGENDA

2A. Approved minutes from the September 23, 2024 City Council Regular Meeting

2B. Approve purchase of a dump truck for the Public Works Department from Industrial Power Truck & Equipment in the amount of \$125,169

2C. Approve purchase of an excavator for the Public Works Department from HOLT CAT in the amount of \$50,825

2D. Approve FY 2025 water tank maintenance projects with Maguire Iron, Inc. in the amount of \$391,625

2E. Approve repairs to the water main at the London elevated water tower by EXCEL 4 Construction, LLC in the amount of 68,070

Motion: Motion was made by Councilmember Malone and seconded by Mayor Pro Tem Knowlton 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 1514-24 amending Subdivision II “Industrial Waste,” of Division 3 “Sanitary Sewer System,” of Chapter 86 “Utilities,” of the Code of Ordinances, City of Richland Hills, Texas to provide a definition and regulations for PFAS**

Director of Public Works and Capital Projects Kip Dernovich presented the item to the City Council and advised that the Environmental Protection Agency (EPA) finalized its rules and standards for the amount of Per-and Poly-Fluoroalkyl Substances (PFAS) allowed in water systems. As a result, water providers are required to update their codes and regulations for PFAS. Ordinance 1514-24 provides the required definition and regulations for PFAS as reflected in the most recent EPA rules and satisfies contractual requirements between the City of Richland Hills and City of Fort Worth for the provision of potable water and sewer treatment services.

The adoption of this Ordinance will maintain the City’s full compliance with Federal and State regulations as well as contractual requirements from the City of Fort Worth.

Motion: Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Goveas to approve Ordinance 1514-24 amending Subdivision II “Industrial Waste,” of Division 3 “Sanitary Sewer System,” of Chapter 86 “Utilities,” of the Code of Ordinances, City of Richland Hills, Texas to provide a definition and regulations for PFAS.

Motion carried by a vote of 6-0.

4B. Approved Ordinance 1515-24 amending the Code of Ordinances, City of Richland Hills, Texas, Appendix A, “Fee Schedule” Section 86-11, “Sewer Rates,” and Section 86-248, “Water Meter Setting Charges,” by revising the charges contained therein for residential and non-residential water and wastewater service

Item was discussed during the work session.

City Manager Candice Edmondson advised that in June 2024, the City of Richland Hills hired Willdan to complete a Utility Rate Study. The results of the study indicated that the City’s current water and wastewater rates are not keeping up with inflationary increases and annual rate adjustments imposed by water and wastewater treatment wholesale providers.

The last water and wastewater rate adjustment was done prior to 2018. Based on current utility operations and maintenance, the Utility Fund will require the use of unrestricted reserves to balance the fund. The Utility Fund also does not have the capacity to implement a capital improvement program to proactively replace aging infrastructure as opposed to only responding to system failures.

In order to balance the fund and properly address the aging utility infrastructure, the City needs to consider a new long-term rate plan. The proposed plan is a 5-year rate plan with adjustments made annually in January.

Discussion ensued regarding utilizing an incremental approach to increases, providing transparency for pass-through costs to consumers, and concern for senior residents.

Motion: Motion was made by Councilmember Estep and seconded by Councilmember Malone to approve Ordinance 1515-24 amending the Code of Ordinances, City of Richland Hills, Texas, Appendix A, "Fee Schedule" Section 86-11, "Sewer Rates," and Section 86-248, "Water Meter Setting Charges," by revising the charges contained therein for residential and non-residential water and wastewater service.

Motion carried by a vote of 6-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5A. Approved award of bid for FY 2025 street, curb and gutter repair unit price contract to Reliable Paving, Inc.

Director of Public Works and Capital Projects Kip Dernovich presented the item to the City Council and advised that the City of Richland Hills originally solicited bids for a street, curb and gutter repair unit price contract in November 2021. Reliable Paving, Inc. was awarded the bid on January 10, 2022, and contract renewals were subsequently approved on March 13, 2023, and March 11, 2024.

The unit price contract has helped the City expedite work such as localized street patching and repairs, curb and gutter replacement, asphalt repairs, etc., especially on extensive repairs or when staffing has been limited. The unit price contract also standardizes the costs for these projects versus quoting each individual project as it comes up. The City utilizes similar contracts from other government entities and, as the primary contract holder, would allow other agencies to utilize this contract as well.

In September 2024, the City decided to rebid the unit price contract to get updated costs on street, curb, and gutter repairs, and to ensure that the City was receiving the best possible pricing based on current economic trends. Reliable Paving, Inc. submitted a bid of \$735,935 for an annual contract which is approximately five percent higher than the previously approved Unit Price Contract. Funding for street, curb and gutter repairs is approved through the annual budget process and expenditures would be based on annual allocations.

Motion: Motion was made by Councilmember Goveas and seconded by Councilmember Estep to award the FY 2025 street, curb and gutter repair unit price contract to Reliable Paving, Inc.

Motion carried by a vote of 6-0.

5B. Approved award of bid for FY 2025 drainage, water and sanitary sewer repair unit price contract to EXCEL 4 Construction, LLC

Director of Public Works and Capital Projects Kip Dernovich presented the item to the City Council and advised that the City of Richland Hills originally solicited bids for a drainage, water and sanitary sewer unit price contract in November 2021. EXCEL 4 Construction, LLC was awarded the bid on April 11, 2022, and contract renewals were subsequently approved on January 23, 2023, and January 22, 2024.

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, manholes, etc. especially on extensive repairs or when staffing has been limited. The unit price contract also standardizes the costs for these projects versus quoting each individual project as it comes up. The City utilizes similar contracts from other government entities and, as the primary contract holder, would allow other agencies to utilize this contract as well.

In September 2024, the City decided to rebid the unit price contract to get updated costs on drainage, water, and sewer repairs, and to ensure that the City was receiving the best possible pricing based on current economic trends. EXCEL 4 Construction, LLC submitted a bid of \$7,159,099 for an annual contract which is approximately 12 percent higher than the previously approved Unit Price Contract. Funding for drainage, water and sewer repairs is approved through the annual budget process and expenditures would be based on annual allocations.

Motion: Motion was made by Councilmember Estep and seconded by Mayor Pro Tem Knowlton to award the FY 2025 drainage, water and sanitary sewer repair unit price contract to EXCEL 4 Construction, LLC.

Motion carried by a vote of 6-0.

OTHER ITEMS FOR CONSIDERATION

6A. Approved canceling the November 25, December 23, June 23, July 14 meetings

City Manager Candice Edmondson advised that due to upcoming holiday schedules, staff recommends canceling the November 25, 2024 and December 23, 2024 City Council meetings. In addition, some City Council members have inquired about implementing a summer meeting break as many surrounding cities have done.

Section 5.07 of the Richland Hills Home Rule Charter states that *“the City Council shall meet a minimum of one (1) time per month and more as needed.”* If the City Council canceled the June 23, 2025, and July 14, 2025 City Council meetings, this would give council members and city staff a month-long break while still adhering to the meeting requirement in the Charter.

Motion: Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Goveas to cancel the November 25, December 23, June 23 and July 14 City Council meetings.

Motion carried by a vote of 6-0.

REPORTS & DISCUSSIONS

7A. Street Improvement Projects

Director of Public Works and Capital Projects Kip Dernovich presented the street improvement projects update and advised that hanging illuminated street signs have been installed and the contractor continues to work with TxDOT to install power for the signs. He provided additional updates regarding fencing installation and pothole repairs.

7B. 4th Quarter Investment Report

Director of Finance Erika McComis provided the 4th Quarter Investment Report for FY2024 and advised that the City is in a strong financial position.

7C. September Department Reports

Director of Finance Erika McComis provided the Finance Department update and praised the front office staff at City Hall for their skill in providing top notch service to residents.

Library Director Chantele Hancock presented the Library update and provided several stories about Lady the Library Dog and her impact on Library patrons.

Director of Public Works and Capital Projects Kip Dernovich presented the Public Works Department update and advised of accomplishments including all staff certified as Basic Water Operators, cost savings measures, and projects in process and completed.

COMMUNITY INTEREST ITEMS

8. Councilmember Estep advised of several upcoming events:

- Now through Friday, November 1, 2024, Veterans Wall of Honor, The Link;
- Friday, November 1, 2024, Teen Art Night, Public Library, 6:00 p.m.;
- Saturday, November 2, 2024, City-Wide Clean-Up and Green-Up, City Parks, 9:00 to 11:00 a.m.;

- Friday, November 8, 2024, Family Craft: 3D Mushroom, Public Library, 6:00 p.m.;
- Monday, November 11, 2024, Veterans Day Ceremony and Patriotic Picnic, The Link Plaza, 11:00 a.m. to 1:00 p.m.;
- Tuesday, November 12, 2024, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Thursday, November 14, 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.;
- 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).

1. Section 551.071: Consultation with Attorney

- a. City Council Code of Ethics

Motion: Motion was made by Mayor Pro Tem Knowlton and seconded by Councilmember Estep to adjourn into Executive Session at 8:28 p.m.

Motion carried by a vote of 6-0.

Mayor Bergthold reconvened into open session at 9:04 p.m. with no action taken.

ADJOURNMENT

10. There being no further business to come before the City Council, Mayor Bergthold declared the meeting adjourned at 9:55 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Curtis Bergthold, Mayor

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Lindsay Rawlinson, City Secretary

Date: November 11, 2024

Subject: Councilmember Skier Absence

Agenda Item:

Excuse the absence of Councilmember John Skier from the October 28, 2024 regular City Council meeting

Background Information:

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

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Motion to excuse the absence of Councilmember John Skier from the October 28, 2024 regular City Council meeting

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: November 11, 2024

Subject: TodoVerde LLC / SEAC Network Solutions Managed Services Agreement

Agenda Item:

Approve renewal of Managed Services Agreement with SEAC Network Solutions (TodoVerde, LLC) for information technology services and authorize City Manager to sign the agreement

Background Information:

On September 12, 2022, City Council approved a Managed Services Agreement with TodoVerde, LLC for information technology services. The agreement started on October 1, 2022 and for an initial twelve (12) month term and was renewed on November 13, 2023.

The City remains pleased with TodoVerde's technical expertise and support over the past two years and recommends renewing the agreement. There is one proposed change to the Managed Services Agreement that only affects the business name of the managed services side of the company:

- TodoVerde has transitioned the City of Richland Hills' managed services to their sister company, SEAC Network Solutions. SEAC Network Solutions was founded and is operated by the same individuals as TodoVerde, LLC, and the two companies operate jointly.
- TodoVerde will remain the City of Richland Hills' vendor for all other technology or network needs outside the scope of the managed services agreement. SEAC Network Solutions will be responsible for the City's daily information technology services.

SEAC Network Solutions is a member of the TIPS purchasing cooperative (TIPS Contract #210602) and their contract meets all state and local purchasing requirements.

Financial Considerations:

The total cost for SEAC Network Solutions services is \$9,285 per month. The FY 2025 budget provides funding for managed information technology services in the amount of \$111,420.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

SEAC Network Solutions (ToDoVerde, LLC) Managed Services Agreement

Council Action Requested:

Motion to approve the renewal of Managed Services Agreement with SEAC Network Solutions (ToDoVerde, LLC) for information technology services utilizing TIPS Contract #210602 and authorize City Manager to sign the agreement

Richland Hills November 2024

Richland Hills Managed Services

Exhibit A

City of Richland Hills scope details

Workstation Management Plan:

- Unlimited Remote Control Support
- Microsoft Application Support Maintenance
- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Desktop Optimization & Management
- Spyware and Adware Removal
- VPN Client Management
- Windows Patch Management
- Antivirus Software Management & Update
- Includes Antivirus Licensing

Server Management Support Plan:

- Unlimited Phone Support
- Unlimited Remote Control Support
- Service Availability Monitoring Maintenance
- Microsoft Patch Management
- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- Printer Setting Management
- Quarterly On-Site Maintenance Security
- User Account Administration
- File Sharing Permission Administration
- Security Administration
- Virus Definition & Prevention

Richland Hills November 2024

- Online Asset Management
- Online Trouble Ticket Management
- Online License Management
- Spyware and Adware Removal
- Includes Antivirus licensing

Managed VM Host

Create Rules and monitoring
Patching if necessary staying in same version

Managed Network Firewall

Create Rules and monitoring, software upgrades for supported firewalls

Managed Network Switch

Traffic Flow and statistics along with configuration management

Managed Network WiFi Access Point. Monitored for various settings

Pro Services for onsite support- 8 hours

Onboarding:

Inventory Assets & Perform Maintenance

- Physical Servers
- Virtual Servers
- Disk storage
- Firewall's/Routers
- Network appliances
- Network switches
- Wiring closets cleanup
- UPS battery check/replacement plan
- Clients (Desktops/Laptops/MDC's/Tablets)
- Printers
- Address Microsoft Licensing (Office/Teams/Sharepoint)
- Address standard software needs.
- Create standard image for reproduction
- Check backup system- make recommended changes
- Present internet disaster recovery solution including:
 - Redundant Internet Service Providers
 - Redundant Routers with Load Balancing & Failover capability

Fully configured & tested



Richland Hills November 2024

City of Richland Hills

(Signature)

(Printed Name)

(Title)

(Date)



Richland Hills Managed Services

Submitted to

City of Richland Hills

Client	City of Richland Hills, LLC
Client Contact	Candice Edmondson
Client Email Address	cedmondson@richlandhills.com
SEACNet Contact	Jeff Ramey
SEACNet Email	jeff@seacnet.com
SEACNet Phone Number	(214)538-0800
SOW Number	220617
Creation Date	9/1/2022

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1 Project Scope

This Statement of Work (SOW) defines the services that SEACNet and/or TodoVerde will deliver to City of Richland Hills (City of Richland Hills or Customer). Each of the parties' responsibilities is defined to provide a clear understanding of the scope of Managed Services for Managed Service. All Services described below will be performed by SEACNet and/or TodoVerde, as such in this agreement the provider "SEACNet" can be performed by TodoVerde LLC.

The pricing submitted with this SOW reflects services and responsibilities described herein.

1.1 Project Description

City of Richland Hills has engaged SEACNet to provide a SOW for Managed Services in support of the City of Richland Hills. SEACNet is and will remain CJIS certified and compliant and any new employees that are assigned will be required to be compliant. The City of Richland Hills will retain all ownership and property rights to all city data. The City of Richland Hills also recognizes that they are the sole proprietor of all datasets, files, information, content and links uploaded or provided by the City of Richland Hills except that which is required to perform backup duties.

1.2 Project Planning

SEACNet follows a project process that begins with planning the project with the key stakeholders. The process begins with planning for all requirements, dependencies, success criteria, as well as challenges and risks to the project will be identified.

The project initiation will consist of the following tasks:

- Define roles and responsibilities of the project core team
- Articulate project objectives, priorities, technologies being deployed, and key deliverables
- Identify the work required to achieve the project goals
- Establish a high-level schedule for the project
- Develop strategies for mitigating major project risks
- Plan the project success criteria
- Understand project dependencies
- SEACNet and City of Richland Hills will jointly define the due dates for customer owned prerequisites. SEACNet understands these dates are required to achieve the project outcome and may trigger changes to the project scope

1.2.1 Project Sites

Richland Hills services locations that have initially been identified are located across the city of Richland Hills.



2 Project Overview

2.1.1 Scope Considerations

The scope is outlined in the table below. Significant variance from this information may result in a Change Order and may incur a revised SOW. Should the noted scope or scoping details be inaccurate, the proposal can be revised to incorporate required changes.

Details	
Customer detail	City of Richland Hills
Recommended service	SEACNet Managed Services
# Of Locations	All City offices
Term	Twelve(12) months beginning Nov. 1, 2024 with autmatic renewals

2.1.2 Proposed Architecture

Managed Services will be delivered using the SEACNet agents deployed as Virtual Machines on Customer owned infrastructure. The Virtual Machines consist of a Microsoft Window 10 environment with a proprietary Monitoring and Management Agent, and a Linux based network monitoring Virtual Machine. Also Managed Antivirus, , DNS filtering, and SPAM filtering for all managed end points will be included in fee to be part of this service included

3 Project Definition

3.1.1 In Scope

The following equipment and monitored devices are defined as in scope:

- Network Switching / Wireless
- Compute and back up verification
- VMware Virtualization
- Firewalls / Routers
- Workstations various manufactures
- Onsite Visits as defined by SEACNet maximum hours per week unless emergency
- Hardware Budgeting
- Microsoft Software Contract management
- Hardware and software recommendations

The service required is to provide a managed service for Richland Hills Managed Services.

It is noted that the customer may expand over time and the managed service for these can be added via Change Order. Additional Services will be quoted on the Change Order dependent on size/scope and are not listed within this SOW. Details of scope are provided in **Exhibit A**.



3.1.2 Out of Scope

Any services outside of the scope identified herein. It is noted that this project may form part of a much larger engagement for SOC Services, and those Services will be quoted in a separate agreement when identified.

3.1.3 Project Change Control

In the process of an engagement, additional work may be required based upon on-site discovery or changes requested by the Customer. If variations from the original SOW are deemed necessary, a mutually agreed-upon Change Order will be created. City of Richland Hills will provide a Change Order for the Customer to review and sign before any work outside the original scope is performed or additional expenses are invoiced.

The Change Order will specifically address the work, software, or other items added to the SOW and the associated costs. A brief explanation of the requirements for the changes will also be included.

4 Service Description

4.1.1 Definitions

Customer: The Company procuring the managed service

Co-Management: Both the Customer and City of Richland Hills have full access to the Device/Asset for any changes or updates

Device/Asset: A combination of hardware, software and licensing that is to be monitored/managed as part of the Service

Event or Incident: An activity that has been identified to represent an interruption in service.

Log: A record of activity written by a network element, computing platform, etc. for such purposes as recording events, errors, status messages, or other operating details

POC: Customer point of contact for managed service

Web Portal: SEACNet's web-based managed services platform

NOC: Operations Center located in Dallas, TX (Infomart).

SOW: Statement of Work

Ticket: Comes in various forms such as, but not limited to:

- *Support Ticket* – Used to log and progress Tickets of a support nature (eg., creation of new web portal user accounts).
- *Network Incident Ticket* - An activity positively identified for further investigation that warrants follow up.
- *Change Request Ticket* – Used for creating requests for workload to be implemented (e.g., updating a set of Rules).

4.1.2 Solution Overview



SEACNet will provide a managed service for the Customer. The service is based on the following:

SEACNet Managed Services	Service
24 x 7 x 365 Support P1 Tickets	Yes
Web Based Customer Portal	Yes
Console Access (Through Customer Portal)	Yes
Performance Reporting (Typically Monthly)	Yes
Root Cause Analysis (RCA) on Major Events	Yes
Ongoing Core Maintenance	Yes
Management of System & Software Updates utilizing Patch and Deploy	Yes
Asset Management Inventory	Yes
Remote Troubleshooting	Yes

Hours of Operation: SEACNet's managed services are delivered through the Operations Center which operate 24 hours per day, 7 days per week, and 365 days per year.

Language Support: All Services, Portal and communications are provided in English language only.

Ticketing: Ticket types include but are not limited to the following: Network Incident, Support Ticket and Change Request. The assignee of a Ticket will always be a SEACNet representative and if the status of the Ticket is set to "Waiting for Customer", then the progress of the Ticket is the responsibility of the Customer's designated POC(s).

Tickets have 4 severity levels as below:

- **P1 Emergency** – System down or potential security Incident that warrants urgent attention
- **P2 Critical** – Significant impact that could lead into a security Incident or system outage if not addressed
- **P3 Warning** – Moderate loss of functionality or security that should be addressed
- **P4 Informational** – Supporting information and notification of behavior

The SEACNet Analyst will work closely with the Customer's designated POC(s) to progress and resolve the Ticket where appropriate. If the Customer does not respond to the Ticket in a timely manner, SEACNet reserves the right to close the Ticket and tune out the logs to stop it reoccurring.

Tickets can be updated/progressed within the Web Portal or via email by responding to the Ticket update email that will get sent to all those set as a 'Follower' within the Ticket. 'Followers' can be automatically assigned for all Customer Tickets or individually depending on the actual Ticket.

'Followers' are confirmed and can be adapted throughout the lifetime of the Service.



4.1.3 Service Agents

Asset	SEACNet will use the Asset agent to maintain an accurate report of assets with real-time data: Online/Offline inventory
	- SNMP data collection - Inventory reports - Active users
Deploy	SEACNet will use the Deploy agent to install, update, and remove software across network targets: - Install, update, and remove applications - Deploy to flexible set of targets - Update existing software to latest version
Patching	SEACNet will use the Patch agent to provide automated OS patching by scanning and deploying required patches for Windows endpoints: - Quick and accurate listings of vulnerable systems - Deploy patches by the most efficient means for each endpoint - Confirm patch installations - Mean time to patch reporting on customizable patch lists
Performance	SEACNet will use the Performance agent to analyze resource consumption, application health, and system health of endpoints: - Monitor and alert on critical performance metrics - Directly connect to specific endpoints to determine potential root cause - Proactively analyze the health of endpoints and triage problems

4.1.4 Web Portal

SEACNet provides a Web Portal for access and visibility to the monitored network. The Web Portal is the interaction between the Help Desk Analysts and the Customer. Through the Web Portal, customers can:

- View Dashboards for summary of Service
- View and search Alert logs and Events
- View and update profile information
- Access Service Reports
- Search, update and manage all types of Tickets

SEACNet will provide both standard and configurable reporting to the Customer based on requirements. The reporting will be designed during the implementation Phase and can be updated at any point throughout the contract.

4.1.5 Additional devices or services

Ongoing growth and expansion of the network can be accommodated at a much more assertive pace. This will consist of 2 parallel streams:



- *Technical* – to set up the infrastructure required for the service.
- *Information Gathering* – to provide as much context as possible to enrich the analysis. This involves either completing a document or online tool to gather all the required information to set up the Service.

4.1.6 Service Level Agreement

Ticket SLAs are measured as follows:

- 'Time to Respond' is measured from when the Ticket is created to when it is first touched by a SEACNet Engineer.
- 'Target to Address' is the target time to implement a workaround or fix for the Ticket.

Priority	Time to Respond	Target to Address
P1 Critical Impact	1 Hour	TTR + 4 hours
P2 Significant Impact	4 hours	TTR + 8 Hours
P3 Normal/Minor	24 hours	72 hours
P4 Low/Information	48 hours	7 days

SLA Exceptions: The following exclusions are not included in the SLA calculation:

- Scheduled maintenance work required by SEACNet
- Change management requirements affecting managed devices
- Circumstances beyond the reasonable control of SEACNet
- Network or policy changes to a managed device not performed by SEACNet
- Loss of connectivity due to Customer connectivity issues or Customer managed issues

Maintenance Window: The SEACNet infrastructure maintenance window is 10pm-12am CST, it is very rare that Maintenance Windows are required that incur an interruption to the Portal or Service. Should there be a requirement for a period of time to conduct any maintenance, SEACNet reserves the right to communicate that Maintenance Window in advance through the notification system in the Portal.

4.1.7 Customer Pre-requisites

The following requirements must be confirmed by the Customer for the operation of the Service:

- *Software License/Subscriptions* – Service must have the appropriate full manufacturer's product license and subscriptions for the duration of the Service.



- **Hardware Support** – All Devices/Assets must have the appropriate full manufacturer's support for the duration of the Service
- **Software limitations** - only the manufacturer's application(s) and operating system are to be run on the Asset/Device
- **Connectivity** - Customer will ensure Customer-side access and connectivity to all Device/Assets as appropriate.
- **Customer Point of Contact (POC)** – The Customer is responsible for providing SEACNet a primary point of contact (POC). The POC will provide access to knowledgeable technical staff, and/or third-party resources, to assist SEACNet with any hands-on support or working with third-party vendors.

SEACNet supports a Fair Use Policy for the number of Tickets and Change Requests used in the Service. There is no limit on the number of Incident and Support Tickets used but SEACNet reserves the right to review the volume of Change Requests per Customer if it is determined that the Change Requests are being improperly used.

5 Customer Responsibilities

All services performed by SEACNet will be based on the following assumptions and Customer responsibilities:

- City of Richland Hills will designate a single point of contact to whom all communications may be addressed and who has the authority to act on all aspects of the services throughout the duration of the project; such contact shall be available during normal hours of business (Monday through Friday, 8:00am to 5:00pm local time, excluding holidays)
- City of Richland Hills will provide remote access to all customer sites and facilities as mutually agreed by both parties during the course of the project.
- SEACNet and City of Richland Hills will jointly define standard configuration templates by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- SEACNet and City of Richland Hills will jointly define the required physical and logical site information by the mutually agreed upon date defined during the project kickoff and documented in the project plan of record
- City of Richland Hills will supply access information and credentials to the engineer(s) for any tools and all existing equipment that needs to be configured or may need to be modified within five (5) business days of SEACNet's written request for access
- City of Richland Hills will provide Virtual Private Network (VPN) or other remote access and appropriate credentials in order to complete this project

Note: Success of the project is dependent on the responsibilities above. If responsibilities indicated above are not completed prior to the deployment date, the project timelines may need to be rescheduled based on SEACNet engineering availability.



6 Assumptions

In preparing this SOW, SEACNet made certain assumptions for items not expressly documented during discussions with City of Richland Hills. Changes to these assumptions may affect scope and cost.

- SEACNet will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from City of Richland Hills or third party vendors
- Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m. project site local time, Monday through Friday, excluding SEACNet-observed holidays, unless otherwise negotiated and noted in this SOW
- SEACNet's holiday schedule is as follows:
 - New Year's Day... January 1st
 - Memorial Day.....Last Monday in May
 - Independence Day... July 4th
 - Labor Day... First Monday in September
 - Thanksgiving Day... Fourth Thursday in November
 - Day after Thanksgiving Day..... Friday after Thanksgiving Day
 - Christmas Eve..... December 24th
 - Christmas Day... December 25th
- Changes to the scope of work identified during the project will require a Change Order Form that could affect the schedule, milestone, or cost of the project
- SEACNet will assign all staff resources as to best-fit total requirements and no individual employee is being specifically promised or quoted for this project
- SEACNet shall rely upon any standard operating procedures or practices of City of Richland Hills and any direction or regulatory or other guidance provided by City of Richland Hills as agreed to during the project kickoff
- SEACNet is not providing any warranty regarding, and is not liable for, any third party software, documentation, equipment, tools or other products or materials, even if recommended by SEACNet
- Time estimates for the implementation of the solution do not include time required for Customer change control processes. Any change control process delays that impact the time and level of effort to deliver the solution will incur a change order for the time difference
- SEACNet may deliver the Services through a combination of employees, contractors, and subcontractors working under SEACNet's direction, at SEACNet's discretion
- The services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, City of Richland Hills and City of Richland Hills
- All business days worked as part of this project will be consecutive unless agreed to in advance by both SEACNet and City of Richland Hills
- Knowledge transfer will not include any courseware or formal lab manuals. It will be hands-on knowledge transfer on the deployed solution within the Richland Hills environment. This is an informal sharing of information between technical peers and is intended to supplement but not replace any manufacturer's formal system implementation or administration classes.



- If at any time, the United States Government or its duly appointed representatives issues a safety, terrorism, tariff, or other legally binding statement that impacts SEACNet's ability to transact business in the effected country, SEACNet reserves the right to defer or exclude scope obligations for the countries impacted. SEACNet will reduce the cost commensurate with the reduced scope
- This SOW has been developed based on the assumption that there are no scheduled cutover/change windows or change control requirements. If change control or scheduled cutovers are required, this will be managed through the Change Order process
- SEACNet does not require access to or receipt of any personally identifiable information, protected health information, sensitive Customer information or other structured personal or sensitive information as defined by applicable data protection laws ("Protected Data") in its performance of the Services hereunder.
 - △ Access to or receipt of any Protected Data is expressly out of scope under this SOW. As such, Customer will not provide SEACNet with Protected Data or access to Protected Data hereunder and any such receipt or access will require prior agreement by both parties to determine applicable controls, processes, security measures, or other requirements.

§ Some specific training will be provided and will be described through onboarding process.

7 Pricing Summary

This is a Firm Fixed price project as described above on the TIPS Contract # 230504. Costs for hardware and software are not included in SEACNet's fees. Work will be performed remotely.

Resource	Qty	Rate (Monthly per MEK)
Managed Workstations		\$80.00 each
Managed Servers		\$85.00 each
Managed Firewall		\$75.00 each
Managed Network Switch		\$40.00 each
Managed WiFi		\$30.00 each
Managed VM Hosts		\$85.00 each

*Note:

- Pricing shown in U.S. dollars
- Taxes are not included in the above pricing
- City of Richland Hills will be billed monthly in advance upon go live date



- Payment Terms are net-30 days from SEACNet invoice date

Contract Term and Dates	
Term (months)	Twelve (12) months
Service start date	November 1 st , 2024
Renewal date annually	November 1 st

- *Note:
- Either party may terminate the agreement with thirty (30) days written notice

<Signature Page to follow>



Appendix 1: Approval to Renew

The undersigned parties each understand and agree that this SOW accurately sets forth the services that SEACNet and/or TodoVerde will provide City of Richland Hills.

City of Richland Hills

(Signature)

(Printed Name)

(Title)

(Date)

SEAC Network Solutions, LLC / TodoVerde LLC

(Signature)

(Printed Name)

(Title)

(Date)

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: November 11, 2024

Subject: Prohibited Technology Policy

Agenda Item:

Approve Resolution 607-24 adopting a Prohibited Technology Policy in compliance with Chapter 620 of the Texas Government Code

Background Information:

During the last legislative session, the Texas Legislature adopted SB 1893 prohibiting the use of certain applications on government-owned devices. The legislation specifically targets applications that may be required to share information with foreign governments which pose a risk to state security. One such application is TikTok.

To protect cities' sensitive information and critical infrastructure, the legislation requires that all government devices have TikTok removed from them and requires governmental entities to adopt policies ensuring this protective measure. The legislation mandated that the Texas Department of Information Resources and the Texas Department of Public Safety jointly develop a model policy for governmental entities to use.

Although the expectation is to have TikTok removed from all devices, the legislation does allow for two (2) exceptions:

- Law enforcement may continue to use TikTok on a limited basis for the purpose of investigating crimes
- Information security may also keep TikTok on a limited basis to ensure cybersecurity

The Prohibited Technology Policy is attached to this memo as Resolution 607-24. The policy must be adopted on or before November 20, 2024.

Financial Considerations:

Adoption of the policy will not have a fiscal impact on the City.

Legal Review:

The City Attorney has reviewed the policy.

Board/Citizen Input:

N/A

Attachments:

Resolution 607-24

Council Action Requested:

Motion to approve Resolution 607-24 adopting a Prohibited Technology Policy in compliance with Chapter 620 of the Texas Government Code

RESOLUTION NO. 607-24

**A RESOLUTION OF THE CITY OF RICHLAND HILLS, TEXAS,
ADOPTING A PROHIBITED TECHNOLOGY POLICY IN COMPLIANCE
WITH CHAPTER 620 OF THE TEXAS GOVERNMENT CODE.**

WHEREAS, during the 2023 Legislative Session, the Texas Legislature adopted Senate Bill (SB) 1893, prohibiting the inclusion of certain applications on government-owned devices; and

WHEREAS, SB 1893 has now been codified in state law as Chapter 620 of the Texas Government Code; and

WHEREAS, Chapter 620 of the Texas Government Code is designed to limit possible access points for intrusion in order to protect sensitive information and critical infrastructure from potential security threats; and

WHEREAS, the legislation specifically targets applications that may be required to share information with foreign governments which pose a risk to Texas security. One such application is TikTok; and

WHEREAS, Chapter 620 aims to protect cities' sensitive information and critical infrastructure by requiring that all government devices have TikTok removed from them, and requiring governmental entities to adopt policies ensuring this protective measure; and

WHEREAS, the attached prohibited technology policy (**EXHIBIT A**) complies with SB 1893 now codified as Chapter 620 of the Texas Government Code.

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

The City of Richland Hills has complied with the requirements of Texas Government Code Chapter 620: Prohibition on Use of Certain Social Media Applications and Services on Governmental Entity Devices (colloquially known as the "TikTok ban.")

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on November 11, 2024, by a vote of ___ ayes, ___ nays, and ___ abstentions.

APPROVED:

ATTEST:

The Honorable Curtis Bergthold, Mayor

Lindsay Rawlinson, City Secretary

EXHIBIT A

Prohibited Technology Policy

In compliance with Texas Government Code Chapter 620, the City of Richland Hills, Texas ("City") adopts this Prohibited Technology Policy.

This Policy applies to all City employees, contractors, paid or unpaid interns, and other users of City networks. All City employees are responsible for complying with this Policy.

Prohibitions:

Except where approved exceptions apply, City prohibits the use or installation of Covered Applications on all City-owned or leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices. Covered Applications include:

1. The social media service TikTok, or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
2. A social media application or service specified by proclamation of the Governor under Texas Government Code Section 620.005.

City also prohibits the installation or operation of Covered Applications on employee-owned devices that are used to conduct City business.

Exceptions:

The City will permit the installation and use of a Covered Application on a City-owned or leased device to the extent necessary for:

1. Providing law enforcement, or
2. Developing or implementing information security measures.

No employee of the City may install or use a Covered Application without the approval of the City Manager or his/her designee.

Responsibilities of Information Technology Staff and Contractors:

The City's Information Technology staff and contractors must:

1. Identify, track, and manage all City-owned or leased devices, including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:
 - a. Prohibit the installation of a Covered Application.
 - b. Prohibit the use of a Covered Application.
 - c. Remove a Covered Application from a City-owned or leased device that was on the device prior to the passage of S.B. 1893 (88th Leg., R.S.).

- d. Remove an application from a City-owned or leased device if the Governor issues a proclamation identifying it as a Covered Application.
2. Implement the following security measures on all City-owned or leased devices, including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices:
- a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
 - b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
 - c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
 - d. Other City-implemented security measures.
3. Develop procedures for:
- a. Allowing exceptions to the prohibitions in this Policy; and
 - b. When an exception is provided, the documented measures the City will take to mitigate the risks posed to the City during the Covered Application’s use

City will verify compliance with this Policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this Policy may be subject to disciplinary action, up to and including termination of employment.

This Policy will be reviewed annually and updated as necessary to reflect changes in state law, additions to applications identified under Texas Government Code Section 620.006, updates to the prohibited technology list posted to the Texas Department of Information Resources’ website, or to suit the needs of the City.

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: JP Ducay, Director of Planning and Development Services

Date: November 11, 2024

Subject: Guest House Conditional Development Standards Text Amendment

Agenda Item:

Consider Ordinance 1513-24 amending Chapter 90 “Zoning”, Section 3.02.01 “Conditional Development Standards” in order to update size and use regulations for guest houses
PUBLIC HEARING

Background Information:

On May 6, 2014, the City of Richland Hills adopted a Comprehensive Plan along with a new Zoning Ordinance. The new zoning ordinance included “Guest House” as a residential use only allowed by SUP in the SFE and SF-10 zoning districts. Then on August 18, 2015, City Council adopted supplemental Guest House regulations. Supplemental regulations were established in order to better regulate the size and utilization of guest houses. Specifically, to reduce the likelihood of guest houses being rented out.

Since the adoption of the supplemental regulations in 2015, five (5) guest houses have been approved by SUP. The most recent guest house request was approved by City Council on October 14, 2024. During the deliberation, there was detailed discussion on the regulations that limit the size of guest houses and the number of bathrooms within them. It was believed that the size discrepancy between accessory buildings and guest houses was unnecessary. City Council agreed that both building types should be held to the same size requirements. Additionally, it was determined that regulating the number of bathrooms within a guest house placed hardship on potential guests or family occupying the building. City Council provided staff direction to amend these regulations accordingly.

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the draft ordinance.

Board/Citizen Input:

Planning and Zoning Commission - October 22, 2024: Recommended unanimous approval.

City Council – November 11, 2024

Attachments:

Use Chart and Original Guest House Standards
Proposed Amendments
Ordinance 1513-24

Council Action Requested:

Motion to approve Ordinance 1513-24 amending Chapter 90 “Zoning”, Section 3.02.01 “Conditional Development Standards” in order to update size and use regulations for guest houses

	Residential							Nonresidential					Special			Parking
	SF-E Single- Family Residen- tial Estate	SF-10 Single- Family Residen- tial	SF-7 Single- Family Residen- tial	MF-1 Two- Family (Duplex) Residen- tial	MF-2 Multiple- Family Residen- tial Medium Density	MF-3 Multiple- Family Residen- tial High Density	MH Manufac- tured Home (HUD Code)	P Profes- sional Office	R Retail	LC Light Com- mercial	HC Heavy Com- mercial	I Indus- trial	BP Business Park	MX Mixed Use	Entertain- ment District Overlay	Minimum Requirement
Residential Uses																
Bed and Breakfast Inn	S	S	S													1 space per guest room in addition to the requirements for a normal residential use
Boarding House				P	P	P										1 space per sleeping unit. Tandem parking prohibited
Caretaker's/ Guard's Residence								S	S	S	S	S	S	S		1 space per sleeping quarters
Garage Apartment	S (18)															1 space per unit
Guest House	S (19)	S (19)														1 space per unit
Live-Above Mixed Use														(1)		Shared parking analysis required
Live/ Work Units														S		2 spaces per dwelling unit
Manufactured Home (HUD Code)							P									2 spaces per dwelling unit
Modular (Industrialized) Home	(2)	(2)	(2)	(2)	(2)	(2)	(2)									2 spaces per dwelling unit
Multifamily Residence					P	P								S	S	Studio: 1 space per dwelling unit 1-2 BR: 2 spaces per dwelling unit 3+ BR: 0.5 spaces per add'l bedroom
Parish House or Parsonage	P	P	P	P	P	P	P									2 spaces per dwelling unit

§ 3.02

§ 3.02

- C. The fees for registration and required annual inspection for each garage apartment are as shown in the city's fee schedule.

(19) Guest house.

In addition to any requirements or regulations outlined within the specific use permit, guest houses shall be subject to the following development standards:

- (a) Only one guest house shall be allowed on a single parcel of record.
- (b) The guest house, along with the main dwelling, may not exceed the allowable site coverage for the zoning district.
- (c) The guest house shall:
 - 1. Not exceed 40 percent of the livable floor area of the main structure.
 - 2. Not contain more than one bathroom facility.
 - 3. Not contain a kitchen, including a range, stove or cooktop.
 - 4. Be designed to ensure visual harmony, consistency, and compatibility with the main dwelling on the site and with other residential structures in the area, and meet all applicable masonry requirements.
 - 5. Meet the setback requirements for accessory structures as stated in section 4.02.01 Residential Accessory Structures.
 - 6. Not be separately rented or leased from the main dwelling, whether compensation is direct or indirect.
 - 7. Not be sold separately from sale of the entire property, including the main structure, and the property shall not be replatted in a manner that would allow the accessory structure to become a main structure.
 - 8. Register and receive annual inspections as outlined:
 - A. Each guest house shall be registered annually. If there is any change in occupancy of the structure longer than three weeks, registration shall be updated at that time.
 - B. Inspections shall be required annually. It shall be the responsibility of the property owner to request and schedule an inspection at the time of annual registration.
 - C. The fees for registration and required annual inspection for each guest house are as shown in the city's fee schedule.

(20) Food truck park.

- (a) Certificate of Occupancy Required. A Certificate of Occupancy is required for the operation of a Food Truck Park. A Certificate of Occupancy must be sought after the approval of a Specific Use Permit and corresponding

§ 3.02. Use Chart.

90-3.02.01 Conditional Development Standards.

- (A) In order to meet all requirements for the allowance of a use permitted by-right in the zoning district as indicated in the section 3.02 Use Chart, the following conditional development standards or limitations shall be met. If a specific use permit is indicated in the chart, the following conditional development standards shall be in addition to any requirements or regulations outlined in the specific use permit.

(19) Guest house.

In addition to any requirements or regulations outlined within the specific use permit, guest houses shall be subject to the following development standards:

- (a) Only one guest house shall be allowed on a single parcel of record.
- (b) The guest house, along with the main dwelling, may not exceed the allowable site coverage for the zoning district.
- (c) The guest house shall:
 - 1. Not exceed ~~40~~ 50 percent of the livable floor area of the main structure.
 - ~~2. — Not contain more than one bathroom facility.~~
 - 2. Not contain a kitchen, including a range, stove or cooktop.
 - 3. Be designed to ensure visual harmony, consistency, and compatibility with the main dwelling on the site and with other residential structures in the area, and meet all applicable masonry requirements.
 - 4. Meet the setback requirements for accessory structures as stated in section 4.02.01 Residential Accessory Structures.
 - 5. Not be separately rented or leased from the main dwelling, whether compensation is direct or indirect.
 - 6. Not be sold separately from sale of the entire property, including the main structure, and the property shall not be replatted in a manner that would allow the accessory structure to become a main structure.
 - 7. Register and receive annual inspections as outlined:
 - A. Each guest house shall be registered annually. If there is any change in occupancy of the structure longer than three weeks, registration shall be updated at that time.
 - B. Inspections shall be required annually. It shall be the responsibility of the property owner to request and schedule an inspection at the time of annual registration.

- C. The fees for registration and required annual inspection for each guest house are as shown in the city's fee schedule.

ORDINANCE NO. 1513-24

AN ORDINANCE OF THE CITY OF RICHLAND HILLS, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF RICHLAND HILLS, TEXAS, CHAPTER 90 "ZONING," ARTICLE 3 "LAND USES," SECTION 3.02.01 "CONDITIONAL DEVELOPMENT STANDARDS" IN ORDER TO UPDATE SIZE AND USE REGULATIONS FOR GUEST HOUSES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; 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, 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, the City has previously adopted ordinance provisions regulating guest houses and the City Council desires to update the size and use regulations for guest houses; and

WHEREAS, a public hearing was held at a meeting of the Planning and Zoning Commission on October 22, 2024, and of the City Council on November 11, 2024, with respect to the proposed use changes described herein; and

WHEREAS, the City Council finds and determines that the adoption of this Ordinance is necessary to protect the health, safety, and welfare of the public; 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, THAT:

SECTION 1.

The Code of Ordinances, City of Richland Hills, Texas, Chapter 90, "Zoning," Article 3, "Land Uses," Section 3.02.01 "Conditional Development Standards" is hereby

amended to read as follows:

“90-3.02.01 Conditional Development Standards

(19) Guest house.

In addition to any requirements or regulations outlined within the specific use permit, guest houses shall be subject to the following development standards:

- (a) Only one guest house shall be allowed on a single parcel of record.
- (b) The guest house, along with the main dwelling, may not exceed the allowable site coverage for the zoning district.
- (c) The guest house shall:
 - 1. Not exceed 50 percent of the livable floor area of the main structure.
 - 2. Not contain a kitchen, including a range, stove or cooktop.
 - 3. Be designed to ensure visual harmony, consistency, and compatibility with the main dwelling on the site and with other residential structures in the area, and meet all applicable masonry requirements.
 - 4. Meet the setback requirements for accessory structures as stated in section 4.02.01 Residential Accessory Structures.
 - 5. Not be separately rented or leased from the main dwelling, whether compensation is direct or indirect.
 - 6. Not be sold separately from sale of the entire property, including the main structure, and the property shall not be replatted in a manner that would allow the accessory structure to become a main structure.
 - 7. Register and receive annual inspections as outlined:
 - A. Each guest house shall be registered annually. If there is any change in occupancy of the structure longer than three (3) weeks, registration shall be updated at that time.
 - B. Inspections shall be required annually. It shall be the responsibility of the property owner to request and schedule an inspection at the time of annual registration.

- C. The fees for registration and required annual inspection for each guest house are as shown in the city's fee schedule.

*** "

SECTION 2. ORDINANCE 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 this Ordinance are in direct conflict with the provisions of such ordinances and such Code are hereby repealed.

SECTION 3. RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

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 4. 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 5. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than 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 6.
PUBLICATION CLAUSE**

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

**SECTION 7.
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 November 11, 2024, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR CURTIS BERGTHOLD

ATTEST:

LINDSAY RAWLINSON, CITY SECRETARY

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: November 11, 2024

Subject: Tarrant Appraisal District Board of Directors Appointments

Agenda Item:

Consider Resolution 606-24 casting the City of Richland Hills' allocated votes in the appointment of members to the Tarrant Appraisal District Board of Directors

Background Information:

The current terms of the five (5) appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2024. As required by Section 6.03 of the Property Tax Code, the Executive Director and Chief Appraiser for the Tarrant Appraisal District has calculated the number of votes each school district, county and city is entitled to have. The voting entitlement of a taxing unit is a calculation based on the total dollar amount of property taxes imposed by the taxing unit for the preceding tax year as a portion of the total dollar amount of property taxes imposed in the district for that year. Based on the calculation, the City of Richland Hills has up to four (4) votes to cast. These votes may be cast in any way the City Council deems appropriate.

Taxing units are not required to vote but, if they chose to do so, they may determine their votes only by a resolution adopted by the governing body. The resolution and completed ballot are due to the Tarrant Appraisal District by December 15, 2024.

The five (5) appointed board members will begin their new terms on January 1, 2025. The new members will serve staggered terms with two (2) members serving one-year terms and three (3) members serving three-year terms. Lots will be drawn to determine which members will serve the one-year and three-year terms.

The official ballot and candidate bios are attached to this memo.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 606-24
Official Ballot
Candidate Bios

Council Action Requested:

Motion to approve Resolution 606-24 casting the City of Richland Hills' allocated votes in the appointment of members to the Tarrant Appraisal District Board of Directors

RESOLUTION NO. 606-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS CASTING ITS ALLOCATED VOTES IN THE APPOINTMENT OF MEMBERS TO THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Richland Hills has been advised by the Chief Appraiser of the Tarrant Appraisal District that it is entitled to cast four votes for nominees to be appointed to the Tarrant Appraisal District Board of Directors; and

WHEREAS, those four votes may be cast for one or more nominees appearing on the official ballot provided by the Tarrant Appraisal District.

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

SECTION 1.

The Mayor of the City of Richland Hills is hereby authorized, on behalf of the City Council of the City of Richland Hills, to cast the City of Richland Hills allocated four votes on the official ballot for the appointment of members to the Tarrant Appraisal District's Board of Directors.

SECTION 2.

A substantial copy of the official ballot is attached hereto (**EXHIBIT A**) and incorporated herein for all intents and purposes.

SECTION 3.

The City Secretary is hereby directed to forward a certified copy of this Resolution to Mr. Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, PO Box 185579, Fort Worth, Texas 76181-0579.

APPROVED AND ADOPTED at a regular called meeting of the Richland Hills City Council on November 11, 2024, by a vote of ____ ayes, ____ nays, and ____ abstentions.

APPROVED:

ATTEST:

The Honorable Mayor Curtis Bergthold

Lindsay Rawlinson, City Secretary



OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS TARRANT APPRAISAL DISTRICT

The following are the candidates that were timely submitted by nominating resolutions for appointment to the five (5) voting positions on the Board, listed alphabetically.

Please indicate your taxing unit's vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Mike Alfred
	Mr. Alan Blaylock
	Ms. Wendy Burgess
	Mr. Fred Campos
	Ms. Mattie Peterson Compton
	Mr. Eric Crile
	Dr. Daryl Davis
	Mrs. Phyllis Grissom
	Mr. Lee Henderson
	Mr. Scott Lindgren
	Mr. Gary Losada
	Ms. Gloria Peña
	Mr. Vince Puente
	Ms. Sayeda Syed

IMPORTANT: This ballot must be returned **before December 15, 2024** to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org. Because December 15th falls on Sunday this year, statute permits receipt through midnight on Monday, December 16th.

Please **attach this ballot to the resolution** *passed by your taxing unit authorizing this vote.*

Michael Alfred Background

Mike Alfred is a 5th generation Texan who has called Tarrant County home since 2004, living first in Fort Worth and Arlington for over 10 years, and then in Colleyville for the last 8 years. Married to Caety for 21 years, they are the proud parents of a daughter, Lizzy, who is a senior at Fort Worth Christian; and a son, Colt, who attends Colleyville Middle School. Mike graduated from the University of Texas at Austin in 1995 and graduated with honors (top 10% of his class) from Southern Methodist School of Law in 2000. In 2001, he clerked for the Honorable John H. McBryde, United States District Judge for the Northern District of Texas, Fort Worth Division.

After working for a large, downtown law firm for over 20 years, Mike started his own boutique law firm in January 2023 with offices in Colleyville and Austin, Texas. His focus is on large, complex business, construction, and healthcare matters where he brings a unique skill set that includes tackling the tough cases, problem solving and simplifying complicated issues. Mike has been recognized since 2020 as a Texas Super Lawyer – an honor only given to the top 5% of practicing attorneys in Texas.

Mike's commitment to his community includes coaching youth baseball and football in Colleyville from 2017 to 2023 and serving on Leadership GCISC!, a Leadership Committee for the Grapevine Colleyville Independent School District. Mike and his family attend both The Hills Church in Keller, Texas and Legacy Church of Christ in North Richland Hills, Texas.



Alan Blaylock

City - Cell: 817-233-2940, Email: Alan.Blaylock@fortworthtexas.gov

City of Fort Worth Councilmember Alan Blaylock is a dedicated community leader who has significantly contributed to his hometown, Fort Worth, Texas. In his short time as council member, he has achieved significant victories that have positively impacted the lives of families and businesses in the area. With an unwavering commitment to serving the public, Alan has personally addressed constituent concerns and continues to be a staunch advocate for the needs and well-being of those he serves.

A strong advocate for public safety, Alan has taken decisive actions to strengthen the Police and Fire departments. Alan voted to fund new positions and provide essential training to ensure the community's safety. Under his leadership, the number of unfilled public safety positions significantly decreased, contributing to a safer environment for residents. The Fort Worth Police Officers Association and the Fort Worth Professional Firefighters Association recognize Alan and endorse his initiatives.

Recognizing the burden of property taxes on Fort Worth taxpayers, Alan emerged as the leading proponent of responsible fiscal policies. As a council member, he has supported the "no new revenue rate," a crucial measure to prevent taxes from rising with appraisal values. His commitment to preserving and improving neighborhoods and infrastructure was evident in his efforts to revise Transportation Impact Fees, secure the establishment of the first H-E-B Grocery in Fort Worth, and pass the Short-Term Rental Ordinance to safeguard the community's residential areas. Alan continues to play an active role in Zoning. He diligently strives to maintain harmony between development projects and neighborhood interests.

Homelessness and city management are equally critical areas of focus for Alan. He secured substantial funding to enhance the city's capabilities and staff in addressing homelessness and its associated challenges, including panhandling. His efforts to implement measures, such as "no panhandling" signs, the Shopping Cart Ordinance, and the purchase of street sweepers, reflect his commitment to maintaining a clean and safe city.

Before being elected into office, Alan served as Senior Product Manager at Nokia for several years, previously holding Lead Software Developer and Project Manager positions at Owen Oil Tools.

As a family man deeply connected to Fort Worth, Alan's love for the city is evident in his actions and decisions as a city council member. He prioritizes delivering tangible results rather than engaging in political grandstanding. His business insight enables him to cut wasteful spending and identify efficiencies, ensuring taxpayer money is utilized effectively without compromising essential city services. Alan is committed to improving the quality of life for his constituents, focusing on infrastructure and roads, public safety, and lowering taxes.

Alan and his wife, Mindy, are proud parents of two daughters and active supporters of The Children's Miracle Network and The Leukemia & Lymphoma Society.

Alan has a record of community service, participating in the following:

- Heritage Homeowners Association Board
- Crime Control and Prevention District Advisory Committee
- Public Improvement District Advisory Committee
- Arts Council of Fort Worth Advisory Committee
- Eagle Ridge Elementary Parent Teacher Board (PTA)
- Foundation of a Regional Youth Swim Team

Currently, he holds positions on several vital committees and boards within the City of Fort Worth:

- CFW – Audit: Chair
- CFW – Mobility: Infrastructure & Transportation: Member
- RTC – Regional Transportation Council: Member
- CFW – Research & Innovation Local Government Corp.: Board of Directors
- CFW – Fort Worth Local Development Corporation: Board of Directors, Vice President
- CFW – Central City Local Government Corporation: Board of Trustees
- CFW – Lone Star Local Government Corporation: Board of Directors, Vice President
- CFW – Fort Worth Housing Finance Corporation: Board of Directors, Director
- CFW – Crime Control & Prevention Board: Board of Directors

Furthermore, Alan is actively involved in several Tax Increment Financing Districts (TIFs) and continues to lead Public Improvement Districts (PIDs), holding the following positions:

- TIF 2 (The Speedway): Chair
- TIF 10 (Lonestar): Vice Chair
- PID 7 (Heritage): Currently, ex officio member (Advisory Board President) serving in the role in overseeing and supporting the functions of the PID for the benefit of the community.

As a fiscally responsible and community-oriented leader, Councilmember Blaylock leads oversight responsibilities for financial matters, while remaining dedicated to ensuring Fort Worth's improvement and its residents' overall well-being.

Wendy Burgess is your Tarrant County Tax Assessor-Collector and has served since being elected in November 2018 and again in November 2020. Tarrant County is the 15th largest county by population in the US and currently has an approximate population exceeding 2.2 million people with over 1.9 million tax accounts. She is rolling off the TAD board on December 31st.

Burgess owned and operated a successful auto repair business for over 16 years. Later, she ventured into running her own IT company. She proudly served 6 years on Mansfield City Council, served her Rotary Club for 16 years, is a 2 time Paul Harris Fellow, and was Chairman of the Mansfield Chamber of Commerce after serving on the board for 7 years.

Wendy brings business experience and an understanding of the complexities of leading a current staff of over 215 employees and 8 countywide offices with an annual budget of \$18 million to benefit the people of Tarrant County. This office collects a total of \$6.5 billion annually in total revenue. The Tax Office collects for 86 taxing entities in Tarrant County and the State Comptroller predominately through property taxes, state motor vehicle sales tax, and vehicle registration. Complex accounting and reporting are critical in her operations as it is the most audited office in the county and has a stellar audit reputation. In 2023, her office was the first large county to achieve Gold recognition in the TxDMV Performance Review Process. This year-long audit focused on best practices, innovation, operational efficiencies, customer experience, and fraud prevention. Her office has become known for its #ServiceWithaSmile provided to customers in 8 branch locations throughout Tarrant County.

Tax Assessor-Collector Burgess understands the unique symbiotic relationship between the entities and taxpayers. She is eager to listen to industry experts and navigate difficult discussions related to the legal actions this board may consider. Big decisions should be made after thoughtful analysis recognizing the myriad of potential factors impacting all stakeholders.

Burgess is the longest-serving member on the TAD board and is the only subject matter expert currently proposed to serve the entities with the 4 highest designations available to Assessor-Collectors and is a Certified Property Tax Instructor. The entities know Ms. Burgess because they work with her on the collection side, where she runs a highly efficient

operation that collects \$5 billion in property tax on their behalf. The entities will recall when, after being in office for only 5 months, Ms. Burgess solved a decades-long cash flow problem for them related to recalculations, refunds, agreed judgments, and litigation that started at \$15 million and has now reached an astounding \$90 million a year. This is money that, by law, must be refunded by the Tax Office on behalf of the entity within 60 days of certification by the Chief Appraiser. In many cases, the entities have received and spent this money years ago, which is why this solution was hailed as a saving grace by so many entities over the past 5 1/2 years. This is one example of why entities need Wendy Burgess on the TAD Board.

Fred Campos Jr.'s Bio



3832 Periwinkle Street
Bedford, TX 76021
817.24.6003

www.FredCampos.com
fcampos@DFWWebsiteDesigners.com
fredman@fredcampos.com

Candidate for Tarrant Appraisal District Board

Profile:

Fred Campos is a lifelong resident of the Fort Worth area. Raised in Grapevine, he eventually settled with his family in the Hurst-Euless-Bedford (HEB) community. After graduating from Grapevine High School, he pursued Computer Science at the University of North Texas. Early in his career, Fred developed a payment processing software that was later acquired by Jack Henry & Associates. Over the next 13 years, he implemented large-scale payment systems for city and county accounting departments' integration.

Following the sale of his business, Fred turned his focus to supporting small businesses in the digital realm. He now manages DFW Website Designers, based in Bedford, which services nearly 1,000 local clients. Fred and his wife Karen, an educator, live in Bedford with their three children. Since 2015, Fred has served as a trustee on the HEB ISD School Board, where he focuses on advancing technology and strengthening school finances.

Professional Experience:

DFW Website Designers: *Top Geek*

2010—Current

- Chief sales evangelist and supporter of websites for nearly 1000 local small businesses.
- Speaker and presenter of social media small business marketing classes ranging from conferences, training, seminars, webinars, and teleseminars.

Jack Henry & Associates Inc./AudioTel Corp./Remit Plus Software Inc.:

1996—2009

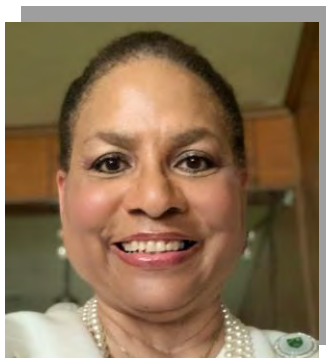
- Chief evangelist and payment integrator of remittance applications in more than 400+ cities, counties, churches, and other accounting and billing systems. Product expert in payments & remittance. Sales support for the entire organization.

Community Involvement:

- ***Hurst-Euless-Bedford ISD Trustee Place 7***
Publicly elected volunteer position serving 20 hours a week for the 28 schools that make up the HEBISD public school district in the five cities of Arlington, Bedford, Colleyville, Euless & Hurst.
- ***Member of the HEB Chamber of Commerce***
Serve and participate in a dozen or so community events ranging from Burgers for Books, Night of Hope, Back to School Backpacks etc.

Education:

- ***Computer Science Major/Business Information Systems Minor***
University of North Texas, Denton, TX 1991.
- ***Platforms:*** PC, Windows, DOS, UNIX, OS2, Wordpress, Hubspot, Hootsuite, CRM, IBM, Adobe
- ***Languages:*** Pascal, C, C++, Assembler, Delphi, VB, PHP, HTML



Mattie Peterson Compton

Mattie Peterson Compton, a native of Fort Worth, served 40 years as an Assistant United States Attorney for the Northern District of Texas, Fort Worth Division. During her tenure in office, she served as a line assistant, Deputy Civil Chief, and the Deputy Criminal Chief of the Asset Recovery Unit. Prior to working in the U.S. Attorney's Office, Compton clerked for the late Honorable David O. Belew, U.S. District Judge for the Northern District of Texas, and as an Assistant City Attorney for the City of Fort Worth. A member of the Tarrant County Bar Association, Compton chaired the Tarrant County Bar Foundation, is a Life Fellow of the Texas Bar Foundation, and is the 2017 recipient of the Tarrant County Bar Association's Blackstone Award, its highest honor.

Throughout her career she has also led a number of non-profits in the Fort Worth community. Among them are Easter Seals of Tarrant County, Multi-Cultural Alliance, L. Clifford Davis Legal Association, and Legal Aid of Northwest Texas (formerly West Texas Legal Services). She serves on the Board of Trustees of Smith College in Northampton, MA where she is a Vice-Chair of the Board.

She is the longtime chair of the Harriet Tubman Scholarship at Texas Christian University, Texas Wesleyan University, and Baylor University. She also has served in various capacities on the boards of a number of other non-profit and civic organizations, including United Way of Tarrant County, All Church Home (now ACH), Women's Center, and Child Study Center to name a few. She is a member of Fort Worth Rotary, where she will assume the position of Secretary of the Board of Directors on July 1, 2023.

Compton co-chairs the ACT (Acknowledge, Confess, Transform) Council at Broadway Baptist Church where she is a past chair of the Board of Deacons. She is a member of Fort Worth (TX) Chapter of The Links, Incorporated. During her 38 years of membership in that organization, she has served in a number of leadership positions at the local, area, and national levels. She is also a co-organizer of Fort Worth Dallas Metroplex (TX) Chapter of Chums, Incorporated, where she served as national parliamentarian from 2008-2021.

The recipient of an A.B. in African American studies from Smith College in Northampton, MA, Compton earned her J.D. degree at the University of Michigan School of Law in Ann Arbor, MI. She is licensed to practice law in Texas, and Michigan.

Eric Crile



Eric has been a resident of Texas for 17 years. Prior to his arrival in Texas, he was raised in a small rural town in southwestern Pennsylvania. After graduating college, he decided to expand his horizons and moved to south Florida where he resided for 6 years before making his way to the great State of Texas. During the past 17 years he has lived almost exclusively in Tarrant County. This is where he met his wife, Jennifer. They were married in the summer of 2021. They are proud residents of the rapidly expanding Fort Worth/Alliance corridor. He has a beautiful stepdaughter, Jillian, who is a freshman at Eaton High School. Eric and his wife welcomed their first child together, Quintyn, this past May. They are excited for the journey ahead.

Being a strong supporter of public safety, Eric has served the citizens of Dallas for the past 17 years as a firefighter and paramedic for Dallas Fire Rescue. Prior to becoming a firefighter, he worked for the Miami-Dade State Attorney's Office-Child Support Division enforcing adjudicated court orders for child support. He looks forward to showing up for work every day, pulling up his boots, and tackling the ever-changing tasks that lie ahead.

Public education is of the utmost importance to a thriving community, and Eric strongly believes in it. His wife works for a local ISD; she is constantly talking about the funding challenges that her district faces. He has first-hand knowledge of how rapid decisions with incomplete data can have unintended consequences.

Service to the citizens of Fort Worth is also something Eric takes pride in. As a member of the Crime Control and Prevention District, Partners with a Shared Mission Initiative Community-Based Program, a sub advisory board to Fort Worth's Crime Control and Prevention District, Eric can give back to his community in a meaningful way by evaluating effective crime reduction strategies from strategic partners with limited funds to which the board has access.

On the ultimate level of local service, Eric served on his HOA board for the Parks at Willow Ridge. Recently, when the community was in an uproar over the placement of pedestals in everyone's front yard from an internet provider laying fiber optic cable, Eric engaged the provider and negotiated for the installation of inground vaults that were able to meet the aesthetic needs of the community as well as the needs of the provider.

In his free time, when his infant son allows for it, he is an avid movie watcher as well as a member of the DFW Curling Club, the only true sport on ice. As opportunities present themselves, Eric loves to travel. Not long ago he was able to cross off a bucket list item and traveled to Pamplona Spain where he participated in the annual running of the bulls. His advice, if you ever get a chance to visit the San Fermin festival, do it! What an experience!

Eric believes in hard work and realizes that is what it will take to accomplish success at the appraisal district. He wants Tarrant County to be the best at all it does. Eric wants to help create an appraisal district, with its new reality, that works for everyone: Taxpayers, Tax Entities, and the district itself.

He has developed a 5-point plan he believes can serve as a guide for him and the other directors to achieve this goal

1. Fix the Computer Assisted Mass Appraisal (CAMA) data
2. Community Education about TAD's role in tax bills
3. Legislative outreach to work toward solutions for all of TAD's partners
4. The creation of a Tax Entity Liaison
5. A pragmatic approach to problem-solving. Be proactive, not reactive

Eric is a problem solver. He has spent the last 17 years solving problems in rapid succession while realizing that rapid success is the product of a well thought out and well researched plan that takes time to develop and correct data to formulate. Eric believes in you and asks that you believe in him.

DARYL DAVIS (9216 Vineyard Lane, Fort Worth, TX 76123)

Mr. Davis is a native of Fort Worth and father of two. Mr. Davis has served on the School Board of Crowley ISD since 2022 and serves as the executive pastor of Inspiring Temple of Praise Church in Fort Worth. Davis has a bachelor's degree in business management and master's degree in education. He also is a graduate recruiter in Texas Christian University's Neeley School of Business and worked as a Dallas College adjunct professor. He is a member of Alpha Phi Alpha Fraternity Inc., the board chair for the Presbyterian Night Shelter, and CFO of Integrity Community Development Corporation, a group working to find solutions for homeless veterans.

PHYLLIS GRISSOM (3661 Jockey Drive, Fort Worth, TX 76244)

A lifelong resident of Tarrant County, Ms. Grissom graduated from Eastern Hills High School in FWISD. She holds a bachelor's degree in journalism from Southern Methodist and a master's degree counseling from the University of North Texas. She has family ties to both Fort Worth ISD and HEB ISD and has served within the Northwest Independent School District on several committees over the last 15 years. From 2018-2024 she also served on the Fort Worth Library Advisory Board. She has also served as the National President of Tri Delta, a national women's organization, from 2012-2016. She and her husband have been married for 24 years and live in North Fort Worth where their children attend Northwest ISD.

Lee Henderson

lee.henderson@gmail.com - 817-896-4900 - Fort Worth, Texas / New York / Washington, D.C.

Highlights

Over a dozen years of political campaign and issue advocacy experience.

Leadership Roles: Director at Moms Demand Action / Everytown for Gun Safety & Texas Statewide Campaign Manager

Data Team for: President Obama's 2012 re-election, 2013 Planned Parenthood Affordable Care Act Enrollment Project, 2014 National Democratic Senate Campaign Committee, Michigan & 2014 Planned Parenthood Texas Votes PAC

As CFO of Micrin, established banking relationships, accounting & ERP systems, negotiated purchase & financing for capital equipment & real estate. Prepared forecasting models and analysis of trends, including authoring business plans for start-up ventures.

Experience

Director of Data Analytics and Engineering Everytown for Gun Safety / Moms Demand Action – 2016 to Present

Electoral and Grassroots Political Strategy; managing a team of employees, contractors and vendors.

Portfolio includes management of Applied Data Science, Staff and Consultants for Data Warehousing and Analytics, Collaborating with colleagues on: Field and Electoral Programs, Digital Fundraising, Direct Mail Fundraising, Digital Campaigning, Developing Targeting Universes for Electoral IE Work within Budget Constraints, Message Testing and Polling.

Deployed into March for Our Lives Campaign 2018; the movement begun by the Marjory Stoneman-Douglas High School Students of Parkland, Florida

- Assists in the management of the department; plans, directs, coordinates, and reviews the work plan for assigned staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Serves as a technical authority on data structure for the department, and provides value-added expertise in engineering subjects and projects.
- Manages and participates in the preparation and review of a variety of reports; conducts studies and prepares reports for current and long-range engineering projects.
- Assist with the development of a result oriented engineering team to service the organization's business and its customers.
- Identifies needs that are not being addressed by current projects and heavily contributes in the development of new projects.
- Identifies and implements innovative processes for tracking baseline performance in a number of operational areas.
- Must demonstrate an ability to thrive in environments with multiple stakeholders, frequent change, and diverse objectives.
- Must demonstrate excellent strategic thinking, operations, quantitative, and qualitative skills.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, policy, appropriate service and staffing levels.
- Manage the design, build, and maintenance of data pipelines for data ingest and reporting using clean, replicable and scalable Python, R and/or SQL.
- Manage the design, build, and maintenance of Salesforce databases for organization needs, and the integration of that data into other systems as needed.
- Manage the work with the Digital Team on the data integrations necessary for execution of digital products, such as campaign websites, mobile apps, and partner data exchanges.
- Support the needs of other departments in specialty data acquisition needs, and data science infrastructure.
- Manage the data pipelines roadmap, balancing multiple priorities by working with staff throughout the organization; make design decisions that give staff and members the power to use data themselves
- Manage staff to contribute documentation for new infrastructure and contribute to the Data Team's documentation at large.
- Design the data systems architecture and manage staff that run projects to support the maintenance and building of that design.
- Maintain a security-first mindset across all facets of the job, ensuring organization's data is handled with the utmost safety and care.
- Mentor staff in professional development of skills.

Political Campaigns & Non-profit Advocacy Consulting & Contracting – 2010 to 2016

Working for a number of clients and contract positions in all facets of political and non-profit campaigns, including specialty in campaign data. Many projects required custom software development. Other specific experience transferable to business: Budgeting, Recruitment, Marketing, Vendor Management.

Highlighted Projects:

Intern Human Resources Management System (DSCC) - 2014

Utilizing Amazon Redshift (AWS Cloud Big Data), Python, PHP, & PostgreSQL: system for prospecting, recruiting, performance & dispositioning of campaign interns. Essentially highly specialized HR Software.

Historic Volunteer Data Mining Software Engineering (DSCC) - 2014

Utilizing Amazon Redshift (AWS Hosted Big Data) & Python, Project parsed confidential volunteer activity data obtained from immediate past two Presidential Campaigns and apply a data model to score & prioritize volunteer recruitment prospects.

Field Goal & Progress Data System (Obama) - 2012

Utilizing Vertica, MS Access, .NET, and Google Docs. Rapid development project to define goals, update goals and analyze granular performance data of field staff for voter contact programs based on data models, historic performance, volunteer team strength acceleration & early voting progress.

Campaign Manager at Lon Burnam for Texas Railroad Commissioner – Fort Worth, Texas – 2015 to 2016

Brought up Campaign from scratch in 10 weeks over Christmas Holidays. Recruited and directed all staff hiring and all facets of statewide Democratic Primary campaign; Super Tuesday. Handled all Press Relations directly.

Deputy Data Director at Planned Parenthood Texas Votes PAC – Austin, Texas – 2014

Designing Voter Contact Universes. Analysis of Voting Patterns, Polling & Geographic Targeting of Direct Voter Contact Designing & implementing reporting systems. Supporting & mentoring Regional Data Team members.

Data Director at Michigan Democratic Coordinated Campaign – Detroit, Michigan – 2014

Dual reporting to Coordinated Director and *Democratic Senate Campaign Committee* (DSCC) National Data Director. Managing and consulting on all facets of campaign startup. Designing & implementing automated reporting systems. Mentoring of colleagues. Pioneering use of Amazon Redshift for analytics and modeling, as a more scalable and affordable substitute for Vertica. Modeling on Obama campaign data to assign scores to previous activists for re-engagement.

Regional Data Manager at Planned Parenthood Federation of America – Dallas, Texas – 2013 - 2014

ACA Outreach paid canvass project of Planned Parenthood Federation of America. Full suite of data management duties, campaign wide special projects, leadership positions, mentoring other regions' new staff. Includes training and recruitment of canvassers.

Skills Practiced: MS Access, Data Warehouse, PostgreSQL, ETL, SQL, Scripting, MS Excel, NGP VAN, Python, UNIX, GIS, DBA

Organizer at Stand with Texas Women – Austin, Texas - 2013

As a board officer of the ACLU of Texas, organized from the genesis of a coalition, through the filibuster, bus tour, rallies & marches. Worked with Planned Parenthood, NARAL, Democratic Party & other coalition organizations. Included Media Relations, Digital Organizing, Ground Organizing & relations with elected members & capitol administration staff.

Campaign Manager at Ashley Paz for Fort Worth ISD Board – Fort Worth, Texas - 2013

Campaign required marshaling a 5 week runoff community funded campaign and rapidly planning & executing a full campaign encompassing media relations, direct mail, field - dials & knocks & block captains, social media, fundraising, events, and voter protection. Defeated a 13-year incumbent in a race with challenging regional politics.

Deputy Data Director at Obama for America / Organizing for America - New Mexico Headquarters - 2012

Voter file management (VAN), supported reporting to National HQ, supported & trained staff, analyzed statewide data for the grassroots campaign to re-elect President Obama. Created custom daily early vote report & developed field planning visualization tools in combination with data from voter contact models for state leadership, identifying areas where strategic resource re-allocation was required. Worked with Analytics on Election Day modern "bellwether" tools using intraday voting data from new Voter Convenience Centers. Team delivered a vote margin of 11.9% in a battleground state.

Campaign Advisor at Kathleen Hicks for Congress - Fort Worth, Texas - November 2011 - March 2012

Provided general consulting support in an exploratory phase up the filing for office. Continued with representing the client, issuing guidance on the Texas Redistricting process, interviewing and selecting vendors, office setup, FEC guidance, planned events, recruited interns, and successfully transitioned duties to a on-staff campaign manager and finance director.

Technology Director at Tarrant County Democratic Party - February 2008 - December 2011

Provided expertise as both a contractor and volunteer to support the communications & technology efforts of the Tarrant County Democratic Party, including voter file management, telephone systems, written communications, online presence & social media.

Field & Political at Bill White for Texas - Fort Worth, Texas - June 2010 - November 2010

Mayor of Houston, Bill White, ran a well-funded Democratic campaign for Governor of Texas.

Served as North Texas Regional Deputy consisting of a 40-county area. Later, Field Organizing based in Dallas headquarters and served as a targeted campaign liaison. Every countywide elected office won; including close D.A. and County Judge races.

Executive Consultant at Micrin - Irving, Texas - April 2009 - April 2010

Provided consulting services in operations, strategic planning, execution, information systems, finance and equipment acquisition.

Professional Experience Prior to Political Career

Chief Financial Officer at Micrin - Irving, Texas - May 2003 - March 2009

OEM Manufacturer with portfolio of technologies in wireless radio and cellular industries, diversified into metal fabrication & automotive accessories. Responsibilities for Financial Compliance, Real Property Project and Capital Equipment Financing, Long Term Planning, Financial Projections and Analysis of Business Trends.

- During tenure, took company from \$750,000 to \$17 million revenue. Board of directors. Led company strategic planning.
- Directed Cash Control, Accounting Procedures, Period Reconciling, Tax Compliance & Business Process Development.
- Executive charged with a wide variety of operations requirements, including HR policies, benefits, hiring & compensation.
- In addition to Micrin's overall business management, understanding of engineering principles and manufacturing processes; maintained a significant role in formulating long-term business and marketing strategies, and shop process improvements.

Senior Developer at Bravo Zulu Interactive - Houston, Texas - March 2000 - April 2003

New media company servicing Fortune 500 customers for integrated marketing, web presence, branding & interactive media.

- A mentor for other developers at company. Recognized for excellent consulting skills with clients.
- Heavy exposure to advertising, oil & gas, and legal industries.
- Developed several in-house software solutions, including user intelligence profile matching, CRM, Content Management, & Student Loan Processing front-end web portals.
- Also completed implementations of enterprise software for content management at client sites. Accomplished DBA (relational database administration & development.)
- Known for expertise in advanced data-query construction and set-based problem solving.
- Became fluent in a wide variety of languages, including SQL, C, C++, Java, JavaScript, PHP, ASP/VBScript, Assembly.
- Systems administration and requirements planning for deployments: UNIX, Windows & heterogeneous environments.
- Adept at graphic design principles, content development, and branding development process as team member for projects.

Education

The University of Texas at Dallas, B.S. Computer Science
SMU Caruth Institute, Entrepreneurship Certificate Program, 2007

Public Service, Honors and Awards

City of Fort Worth – Plan Commissioner 2023-Present

Volunteer Committee Chair, Fort Worth Food + Wine Festival 2022

Immediate Past President, American Civil Liberties Union of Texas

Eagle Scout, Troop 326, Fort Worth

SteerFW Civic Engagement Founding Member 2011 - Present

Webby Award for client Marathon Oil Corporation 2002

Kinko's: Highest Profit Store in Company: 1998

Selected Campaign & Management Training

Numerous Professional Management Trainings

2006, Summer - Wellstone Campaign Management Training

2007, Spring - SMU Caruth Institute, Entrepreneurship Certificate Program

2014, Spring - New Organizing Institute Data Boot Camp Coach

Selected Campaign Projects

2006 - State Representative Campaign Manager (Democratic Challenger)

2008 - Tarrant County Democratic Party - Candidate Recruitment Committee

2008 General Election - Tarrant County Democratic Party. Technology Support and Organizing

2009 Texas Democratic Gubernatorial Debate as Lead Planner & Organizer, Hosted at Texas Christian University: Participating: Tom Schieffer, Hank Gilbert, Felix Alvarado. Kinky Friedman. Also Featured: Barbara Ann Radnofsky

2010 Bill White for Texas. Deputy Regional Director for North Texas (42 County Region). Transitioned to Dallas Headquarters Organizer. (Dallas County Only)

2011, Spring - Organized a large coalition of neighborhood associations & business associations to present and plan a Fort Worth mayoral runoff debate.

2011, Spring - Partnered with Tarrant County Democratic Party & Jim Lane for Mayor on Democratic Voter Turnout project. Member of campaign cabinet for runoff.

2011, Fall - Tarrant County Democratic Party Chairman's Brunch Annual Fundraiser - Finance Director & Event Planning, local elected Democrats as speakers, Sen Davis included.

2011, Fall - Spring 2012 Kathleen Hicks Congressional Campaign Manager, Dallas/Fort Worth, Texas

2012, Spring - Tarrant County Democratic Party Senate District Gala - Finance Director & Event Planning. Gilberto Hinojosa & Sen. Kirk Watson, speakers.

2012, Fall - Organizing for America / Obama for America - Deputy Data Director for state of New Mexico

2013, Spring - Ashley Paz Campaign Manager for Fort Worth ISD Trustee challenger to 13 year incumbent. Win.

2013, Summer - Stand with Texas Women

Began lobbying efforts with ACLU of Texas prior to "citizens filibuster" and continued organizing and providing support to the coalition through the end of the vote. Included one bus stop tour as advance.

2013, Summer - Wendy Davis Campaign

Special projects in the Fort Worth campaign office.

2013, Fall to 2013, Spring - Planned Parenthood Federation of America/Community Connect

Affordable Care Act Outreach. Directed a paid canvass to put people through the ACA Application process at the door. Data Management for regional organizing & events.

2014, Spring - Primary GOTV Data Director & Election Fraud Investigation Campaign Manager for a Texas State Representative

2014, Summer - Data Director Michigan Democratic Coordinated Campaign / DSCC

2014, Fall - Deputy Data Director for Planned Parenthood Texas Votes

2015, Spring - Municipal Election Clients as Campaign Advisor & Strategist in DFW area.

2015 - 2016 - Campaign Manager for top of the ticket Texas Statewide, with Contested Primary falling on Super Tuesday.

2016 - Present - Director for Everytown for Gun Safety / Moms Demand Action for Gun Sense in America

Hello, I'm Scott Lindgren, and I am running for the Tarrant Appraisal District (TAD) Board of Directors.

I retired from AT&T after 29 years, starting as a technician and retiring as Director of Field Operations, where I managed teams of over 2,000 employees and oversaw a capital and expense budget exceeding \$250M annually. Additionally, I served as AT&T's Chief Information Officer for the AT&T Emergency Operations Center (EOC), directing disaster recovery efforts. Currently, I own and manage two small businesses and am actively involved in their daily operations.

I have served on the Haltom City Planning and Zoning Commission since 2018, including two years as chair. I am also currently serving as Place 4 on the Haltom City Council. My community involvement extends to serving on the Boy Scouts of America Fort Worth Council Board from 2009 to 2023, with a current role on its Advisory Board. Furthermore, I served on the Board of Directors for 1-800-DIG-TESS (811 for Texas) from 2007 to 2008. I have additional experience serving on various subdivision and non-profit boards. I hold two patents through AT&T Labs and have been honored with the Silver Beaver Award by the Boy Scouts. I served as lead for many mentoring circles and internships through the years, and I am an absolute believer in Servant Leadership.

My wife, Sue, and I have been longtime residents of Haltom City. Our children attended Keller School District, and two of them remain local. We frequently babysit our grandchildren and are longtime members of Milestone Church in Keller, where our children work.

I respectfully ask for your consideration in electing me to the TAD Board. Tarrant County is a wonderful place with outstanding schools, city services, and dedicated police and fire departments. I've witnessed the county's growth and the substantial increase in property values over the years. I also understand how property values impact school budgets, city budgets, hospitals, and other institutions affected by TAD decisions.

This year presents unique challenges, such as funding for school resource officers and significant changes to Tarrant County EMS. I believe the current TAD board has not fully put the forethought needed in these and other pressing issues. I bring a strong background in business and finance, as well as the perspective of a resident and property taxpayer in Tarrant County for over 24 years.

Thank you for your time and consideration.

Sincerely,

Scott Lindgren

Gary M. Losada

Southlake, Texas

214-405-1416
glosada@sbcglobal.net

EXPERIENCE:

- Testified before Texas Senate Property Tax Reform Committee Hearing April 27, 2016
- Tarrant County Appraisal Review Board
- President of Office Liquidation Center and Aztec Glass
- Served on Blue Chip Review Committees for Arlington Independent School District
- Director of Human Resources, LTV Kentron International
- Assistant to Superintendent, Santa Rosa City Schools, Santa Rosa, California
- Assistant to City Manager Palo Alto, California

EDUCATION:

- M.A. Degree Education /Organization Administration, Stanford University 1974
- B.A. Degree Sociology/ Business Minor, University of San Francisco 1973

Residences:

- Southlake, Tx 2013 – Present
- Arlington, Tx 1990 – 2013

Tarrant Appraisal District – Board of Directors

2020-2021, 2024

Governing body for Central Appraisal District

Tarrant Co. Appraisal Review Board

2009 – 2015

Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes.

Opined on various exemptions and valuations of real estate.

President – GMPL Corporation

Purchased raw land for development. Presented various planned developments to city government/council and planning and zoning.

President – Office Liquidation Center/Aztec Glass Company

Purchased and sold new and used office furniture. Purchased and distributed wholesale glass imported from Mexico to florists and grocery chains.

Director of Administration – Dallas Area Rapid Transit

Hired in second year of operation in order to organize and establish various departments such as human resources, purchasing, data processing, building and office management as well as policy development.

Director of Human Resources – LTV Kentron International/Oil States Ind.

Chief Labor negotiator, responsible for corporate wide staffing and training.

Assistant to Superintendent – Santa Rosa City Schools, Santa Rosa, California

Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

Assistant to City Manager – Palo Alto, California

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.

September 2023

A. Gloria Peña

5102 Oak Gate Ct.
Arlington, TX 76016
817-501-9354

Experience:

Retired with 37 years of service, US Army Corps of Engineers, Southwestern Division, 2012.
Began as Student Aide at 16 years of age working at White Sands Missile Range, NM Training & Doctrine Command until 1983, with a 2-year federal break working at the University of Texas at El Paso's Contracts & Grants Office.
Employed with the US Army Corps of Engineers in 1983 in various programs, which include:
Program Analyst, Military and Environmental Programs
Program Analyst, Civil Works Program
Budget Analyst, Resource Management
Financial Analyst, Construction and Operations
Program Specialist, Operations, Water Supply Business Line Manager

Education:

Northwood University, BBA, Management (Magna Cum Laude)

Community Involvement (past):

Secretary, Society of American Military Engineers (Dallas)
President, Vice President, Secretary of Arlington Independent School District Board of Trustees
Director, Texas Association of School Boards
Secretary, Mexican American School Board Association of Texas
Founding and Charter Member, Arlington Hispanic Chamber of Commerce
Charter Member, Arlington Classics Academy
Founder & President, IMAGE de Arlington
Charter Member, MPAC of Arlington
Vice President, United Hispanic Council of Tarrant County
Treasurer, Child Protective Services of Tarrant County Board
Chairman, City of Arlington Youth and Families Board
Vice President, Girls, Inc. of Arlington Board
Member, Boys & Girls Club of Arlington Board
Member, Latino Peace Officers Association
Youth Services Director, Rotary Club of Arlington
Education Chair, Community Relations Commission for the City of Arlington
Arlington Chamber of Commerce, Scholarship Sub-committee & Partners In Education Committee
President, Rotary Club of Arlington Foundation
... and many more

(current):

Rotary Club of Arlington, Webb Scholarship Sub-committee
Director, Water From The Rock
Member, St Vincent de Paul Women's Guild



Vince E. Puente, Sr.

Owner & President – Sales & Marketing

SOS Plaza • PO Box 612248 • D/FW, TX 75261-2248

(817) 255-8624 • vincepuente@sostexas.com



Bio – September 2024

Vince Puente is a proud native and resident of Fort Worth, Texas. He is a small business owner, who understands the balance of creating value for his clients, teammates and the community. He understands the importance of making payrolls, timely payments to his vendors and a respectable bottom-line to invest in the future. More importantly he believes the Lord and family come first and foremost.

Mr. Puente received his formal education via Fort Worth ISD and the University of Texas at Arlington. Early in his career, Mr. Puente immersed himself in education related to his skill set and industry field. It soon became apparent that this pursuit of education would be one of his ongoing, lifetime passions. As he took on additional responsibilities within **SOS**, he pursued personal education in each area. One prime example is that of marketing and advertising. With no formal education in these areas, it is safe to say Mr. Puente has built the **SOS** “brand”, resulting in **SOS** being one of the most recognizable companies in North Texas. In addition, **SOS** has received national recognition within its industry and the business community.

Mr. Puente is one who believes in active participation within his community. Currently he serves as Chairman of the **Tarrant Appraisal District** (TAD) and **Texas Values** Board of Directors. He recently rolled off the Board of Directors of the **Finance Commission of Texas** (Governor Abbott appointee), **YMCA of Metropolitan Dallas** and **Congresswoman Kay Granger’s** Hispanic Advisory Council. Mr. Puente has been previously named as Businessman of the Year for the Texas Association of Mexican American Chambers of Commerce, an Aflac Civic Leader, an Honoree for The Father of the Year Awards and State of Texas Small Business Champion.

When asked what accomplishments he feels represent his vision for excellence, one he will cite is **SOS Plaza**. This is the home of his companies, Southwest Office Systems, Inc. and Puente Brothers Investments. It is a 39,000 sq. ft., Class A facility on 2.5 acres across from the American Airlines World HQ. The document technology industry considers **SOS Plaza** to be one of the best in the nation. But what is truly amazing is that his companies and **SOS Plaza** are entirely debt-free.

However, Vince is not all business. He will tell you it is his **wife, Mona, and his kids, Vincent, Jr. and Lindsay, of which he is most proud.** His family is far more important to him than any business accomplishment he could ever desire. Vince and Mona are active members of their local Church and engaged in multiple organizations that touch our community throughout Tarrant County and the Great State of Texas!

Please see the following page

Principal Owner of:

- ☐ Southwest Office Systems, Inc. ☐ Puente Brothers Investments, LLC ☐ Harvison / Puente ETAL

Current Areas of Service:

- ☐ Tarrant Appraisal District (TAD) – Chairman - *Board of Directors*
- ☐ Texas Values – *Board of Directors*

Prior Areas of Service:

- ☐ Finance Commission of Texas – *Commissioner, Governor Abbott Appointee*
- ☐ YMCA of Metropolitan Dallas – *Executive Board of Directors*
- ☐ Congresswoman Kay Granger - *Hispanic Advisory Council*
- ☐ Dallas Regional Chamber – *Director/Executive Committee; Chair Small Business Initiative*
- ☐ Greater Irving Chamber of Commerce - *Director/Executive Committee, Chair Education Committee*
- ☐ North Dallas Chamber of Commerce – *Board of Directors*
- ☐ Big Brothers Big Sisters Lone Star – *Executive Board of Directors*
- ☐ Tarrant County Christian Prayer Breakfast - *Board of Directors, Secretary*
- ☐ Fort Worth Chamber – *Director/Executive Committee, Chair Local Business Development Committee*
- ☐ Texas Christian University – *Chancellor's Advisory Council*
- ☐ Casa Mañana Theatre – *Board of Directors*
- ☐ Camp Thurman – *Board of Directors and Immediate Past-President*
- ☐ Mercy Med-Flight – *Board of Directors*
- ☐ Congressman Joe Barton – *Hispanic Advisory Council*
- ☐ Fort Worth Hispanic Chamber of Commerce – *Board of Directors and Past Chairman*
- ☐ Greater Dallas Hispanic Chamber of Commerce – *Chair, Entrepreneur Investor Partner Committee*
- ☐ Texas Association of Mexican American Chamber of Commerce (TAMACC) – *Delegate*
- ☐ North Texas Commission – *Board of Directors*

Personal Recognition:

- ☐ Father of the Year Awards - *Honoree*
- ☐ Aflac Civic Leaders Award
- ☐ Texas Association of Mexican American Chambers of Commerce - *"Business Man of the Year"*
- ☐ Jewish Council for Public Affairs – *Israel Institute for Hispanic American Leaders*
- ☐ ESCR Bosslift – *Military Base Tours*

Company Recognition:

- ☐ Plains Capitol - *Well Managed Family Business of the Year Award*
- ☐ US Small Business Administration - *"Director's Choice" Award*
- ☐ Greater Dallas Hispanic Chamber of Commerce - *"Q & E Entrepreneur of the Year" Award* (large company)
- ☐ Fort Worth Chamber of Commerce - *"Small Business of the Year" Award* (large company)
- ☐ North Dallas Chamber of Commerce - *"Small Business of the Year" Award*
- ☐ NCTRCA – *"MBE Business of the Year" Award* (Gold Level)
- ☐ Sharp Electronics - *"Hyakuman Kai Elite" Award* – Received four (4) times
- ☐ OfficeDEALER - *"Elite Dealer" Award* – Received two (2) times
- ☐ TXU/Vistra Energy - *"Gold Star Supplier" Award*

Sayeda Bilqees Syed

Colleyville TX

Cell: (817) 913-0474
E-mail: syed4tad@gmail.com

Experience:

- **Tarrant County Appraisal Review Board (TARB)**, Member (January 2019 – March 2021). Served as a full board member, conduct protest hearing between Tarrant Appraisal District (TAD) and property owners including residential, commercial and business personal property and Mineral accounts.
- **Flood Control Engineer**, Trinity Watershed Management, City of Dallas.
- **Executive Engineer**, Progressive Manufacturing Department, Hino Motors Limited, Pakistan.
- **Program Engineer**, Army vehicle project for United Nations.
- **Lecturer, Visiting Faculty Member**, Mechanical and Manufacturing Engineering Department, N.E.D. UET.

Education:

- **ME, Mechanical Engineering** (Specialization in Manufacturing Engineering); (2005) N.E.D. University of Engineering & Technology.
- **BE, Mechanical Engineering** (2002) N.E.D. University of Engineering & Technology.

Residence:

- Colleyville, TX 2013 ~ Present
- Fort Worth, TX 2009 ~ 2013
- Bedford, TX 2007 ~ 2009

Professional Association:

- Member, American Society of Mechanical Engineers (ASME), West Texas Division, since 2012.
- Member, Society of American Engineers (SAE) International, Since 2012.

Colleyville Community Volunteer Experience:

- Planning & Zoning Commission / Capital Improvement Advisory Committee (Sept 2019 ~ Present).
- Metroport Teen Court Advisory Board (Nov 2017 ~ Present).
- Architectural Review Commission (Feb 2018 ~ Nov 2020, Commission dissolved by Colleyville City Council)
- Zoning Board of Adjustment / Sign Board of Appeals (Oct 2018 ~ Oct 2019).

Personal Information:

Born in Pakistan, migrated to United States in 2007 and proudly became US Citizen in 2011. My husband of 18 years, New York native Dr. Adnan Syed, who is a Clinical Pharmacist, he moved to Texas in 2005. Our two children, 11 years old Son Senan Syed and 9 years old daughter Safa Syed are enrolled in Grapevine Colleyville ISD.

Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: November 11, 2024

Subject: Insurance Benefits Renewal

Agenda Item:

Consider insurance benefit renewal with United Healthcare for annual group medical insurance and Guardian for annual dental and vision insurance; consider new insurance benefits with Mutual of Omaha for annual life, voluntary life and disability insurance and voluntary worksite benefits; consider benefit administration with Flores for COBRA, flexible spending and health savings account administration for calendar year 2025

Background Information:

Group Medical Insurance

On October 28, 2024, the City received the results of the Request for Proposal completed by our employee benefits broker, McGriff. The results were mixed due to a few high claims on our medical insurance the preceding year.

For the medical insurance renewal, only United Healthcare (UHC) submitted a proposal for the plan year beginning January 1, 2025. No bids were received from Blue Cross Blue Shield, Cigna, or Aetna. Our current provider, UHC, presented an initial 44% premium increase to renew our current plans. Staff requested McGriff to go back to UHC and negotiate the best and final rate for current and alternative plan options.

After renegotiating, UHC provided a renewal of 23.25% for our current plans and several alternative plans for consideration. After thoroughly analyzing the UHC options, the recommendation is to continue the current plans and add an additional high-deductible health plan (HDHP) with an accompanying health savings account (HSA) for employees to contribute to fund their medical expenses.

As a reminder, the city pays 100% of employee-only medical benefits and contributes 50% to dependent medical coverage. The actual cost to the city is based on the enrollment in each plan and the chosen family member tier. The proposed high-deductible health plan is a lower-cost plan, and any migration to that plan would lower the anticipated costs to the insurance fund.

Dental, Vision, Basic Life, Voluntary Life and Disability Insurance

On October 28, 2024, the city also received quotes for dental and vision, basic life and disability insurance, and voluntary worksite benefits for the plan year beginning January 1, 2025, from MetLife, Guardian, Standard, Mutual of Omaha, and United Healthcare.

After analysis, staff recommends utilizing the 1-year rate guarantee that Guardian had on our current dental and vision insurance contract. The city would continue to offer two (2) dental plans, a DHMO and MAC plan, and pay the employee only portion of the benefit. Employees would pay the premium to enroll their family members. The vision benefit will continue to be a voluntary benefit paid by the employee.

Staff also recommends that our basic life, voluntary life, and disability insurance, and voluntary worksite benefits go to Mutual of Omaha. Mutual of Omaha quoted an enhanced benefit to the employees at an overall lower price than our current provider, MetLife. They also provided a 3-year rate guarantee for the life products and a multi-year rate guarantee for the voluntary worksite benefit products.

Based on our employee census at the time of renewal, the estimated life insurance plan savings to the city are anticipated to be \$3,819 for basic life and AD&D and \$3,029 for long term disability. In addition, the city will continue to offer voluntary life insurance, now through Mutual of Omaha, as an option to employees. This voluntary benefit is in addition to the current basic life insurance coverage offered and paid by the city, and if elected, would be paid 100% by the employee.

Staff also recommends moving to Flores to administer our COBRA, flexible spending and new health savings account services. The city's cost for these services will decrease by \$2,115 for FSA and HSA processing and \$241 for COBRA administration, for a total savings of \$2,356.

Summary

In summary, staff recommends remaining with UHC as the city's group medical insurance provider, offering three (3) medical plan options. Staff also recommends staying with Guardian for dental insurance coverage, which offers two (2) dental plan options and vision insurance coverage.

In addition, staff recommends the city transition to Mutual of Omaha for basic life, voluntary life and disability insurance benefits, and voluntary worksite benefits, and Flores to administer our COBRA, flexible spending and health savings account services.

Financial Considerations:

Based on the employee census at the time of renewal, the total estimated cost for providing the UHC group medical insurance, Guardian dental, and Mutual of Omaha life and disability insurance is projected not to exceed \$850,117.

This includes paying the employee-only portion for medical and dental benefits and contributing 50% towards dependent medical coverage. Vision insurance would continue to be a voluntary benefit paid by the employee.

The FY 2025 Budget includes funding of \$784,879 for employee insurance benefits, including the 50% contribution towards dependent medical coverage. The approximate \$65,238 shortfall should be covered through anticipated plan migration and salary savings incurred throughout the fiscal year.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Insurance Renewal Plan Analysis

Council Action Requested:

Motion to approve insurance benefit renewal with United Healthcare for annual group medical insurance and Guardian for annual dental and vision insurance; consider new insurance benefits with Mutual of Omaha for annual life, voluntary life and disability insurance and voluntary worksite benefits; consider benefit administration with Flores for COBRA, flexible spending and health savings account administration for calendar year 2025

UHC Medical Renewal – Proposed 2025 Plan Design

Proposed Triple Option for 2025

Benefits	Current Plans		New HDHP w/HSA	Negotiated Renewal	
	CZXG (Nexus OA) Rx: 010Y	CGFV (Primary Advantage EPO) Rx: 010Y	EABU (HSA) Rx: G76	DQ9A (Nexus OA) Rx: 010S	DQXT (Primary Advantage EPO) Rx: 010S
	In-Network	In-Network	In-Network	In-Network	In-Network
Coinsurance	80%	70%	100%	80%	70%
Deductible	\$6,000 / \$12,700	\$3,000 / \$6,000	\$6,350 / \$12,700	\$6,000 / \$12,000	\$3,000 / \$6,000
Out-of-Pocket Maximum	\$8,150 / \$16,300	\$7,950 / \$15,900	\$6,350 / \$12,700	\$8,150 / \$16,300	\$7,950 / \$15,900
Physician Office Copay	\$15 copay / \$45 copay	100% after ded	100% after ded	\$15 copay / \$45 copay	100% after ded
Specialist Office Copay	\$50 copay / \$125 copay	\$70 copay	100% after ded	\$50 copay / \$125 copay	\$70 copay
Urgent Care	\$50 copay	\$50 copay	100% after ded	\$50 copay	\$50 copay
Emergency Room Copay	\$300 copay + 80% after ded	\$250 copay + 70% after ded	100% after ded	\$300 copay + 80% after ded	\$250 copay + 70% after ded
Benefits					
Inpatient	\$500 copay + 80% after ded.	70% after ded	100% after ded	\$500 copay + 80% after ded.	70% after ded
Outpatient	\$250 copay + 80% after ded.	70% after ded	100% after ded	\$250 copay + 80% after ded.	70% after ded
Prescription Drugs					
Retail - (30 supply)					
Preferred Generic	\$10 copay	\$10 copay	100% after ded	\$10 copay	\$10 copay
Non-Preferred Generic	\$35 copay	\$35 copay	100% after ded	\$35 copay	\$35 copay
Preferred Brand	\$70 copay	\$70 copay	100% after ded	\$70 copay	\$70 copay
Mail Order - (90 day supply)					
	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail	2.5x Retail
Monthly Rates	Current Rates	Current Rates	Proposed Rates	Negotiated Renewal Rates	Negotiated Renewal Rates
Employee Only	\$539.72	\$594.80	\$635.78	\$670.38	\$729.18
Employee + Spouse	\$1,191.38	\$1,312.96	\$1,403.42	\$1,479.80	\$1,609.59
Employee + Child	\$949.91	\$1,046.86	\$1,118.99	\$1,179.88	\$1,283.37
Employee + Family	\$1,666.81	\$1,836.91	\$1,963.47	\$2,070.32	\$2,251.91

Proposed Renewal Contribution Rates

2024 Current Rates

Base Plan CZXG RX:010Y	Current Rates	Employer Contribution \$	Employee Contribution \$	ER %	EE %
EE	\$539.72	\$539.72	\$0.00	100.00%	0.00%
ES	\$1,191.38	\$865.56	\$325.82	72.65%	27.35%
EC	\$949.91	\$744.81	\$205.10	78.41%	21.59%
EF	\$1,666.81	\$1,103.26	\$563.55	66.19%	33.81%

Buy Up Plan CGFV RX:010Y	Current Rates	Employer Contribution \$	Employee Contribution \$	ER %	EE %
EE	\$594.80	\$594.80	\$0.00	100.00%	0.00%
ES	\$1,312.96	\$953.88	\$359.08	72.65%	27.35%
EC	\$1,046.86	\$820.83	\$226.03	78.41%	21.59%
EF	\$1,836.91	\$1,215.86	\$621.05	66.19%	33.81%

2025 Renewal Rates

HDHP Plan EABU Rx:G76	Renewal Rates	Employer Contribution \$	Employee Contribution \$	ER %	\$ Increase to EE	EE % Increase to Current
EE	\$635.78	\$635.78	\$0.00	100.00%		
ES	\$1,403.42	\$1,019.58	\$383.84	72.65%		
EC	\$1,118.99	\$877.40	\$241.59	78.41%		
EF	\$1,963.47	\$1,299.62	\$663.85	66.19%		

Base Plan DQ9A Rx:010S	Renewal Rates	Employer Contribution \$	Employee Contribution \$	ER %	\$ Increase to EE	EE % Increase to Current
EE	\$670.38	\$670.38	\$0.00	100.00%	\$0.00	0.00%
ES	\$1,479.80	\$1,075.07	\$404.73	72.65%	\$45.65	12.71%
EC	\$1,179.88	\$925.14	\$254.74	78.41%	\$28.71	12.70%
EF	\$2,070.32	\$1,370.34	\$699.98	66.19%	\$78.93	12.71%

Buy Up Plan DQXT Rx:0101S	Renewal Rates	Employer Contribution \$	Employee Contribution \$	ER %	\$ Increase to EE	EE % Increase to Current
EE	\$729.18	\$729.18	\$0.00	100.00%	\$0.00	0%
ES	\$1,609.59	\$1,169.37	\$440.22	72.65%	\$81.14	22.60%
EC	\$1,283.37	\$1,006.29	\$277.08	78.41%	\$51.05	22.59%
EF	\$2,251.91	\$1,490.54	\$761.37	66.19%	\$140.32	22.59%

City of Richland Hills Dental Marketing Analysis Effective Date: 1/1/2025

Current/Renewal

			Base - DHMO	Buy-Up - MAC
Benefits			Guardian Managed DentalGuard DHMO	Guardian DentalGuard Pref
			In Network	In Network
Deductible			None	\$50 / \$150
Ded Waived for Preventive			\$5 copay - Fee Schedule	Yes
Preventive			\$5 copay - Fee Schedule	100%
Basic				80%
Major				50%
Endodontics and Periodontics			Fee Schedule	80%
Major Services Waiting Period			Fee Schedule	None
Calendar Year Maximum			Unlimited	\$1,500
R&C Percentage			N/A	MAC
Orthodontia			Adult + Child	Child Only
Orthodontia Coverage			Fee Schedule	50%
Orthodontia Maximum			< 18 - \$1,895 18+ - \$2,195	\$1,000
Participation Requirements			-	-
Rate Guarantee			1 Year - Until 12/31/2025	
Dental Rates		Base Buy-Up	Current/Renewal Rates	Current/Renewal Rates
Employee Only		9 41	\$14.95	\$24.24
Employee + Spouse		0 4	\$29.93	\$49.02
Employee + Child(ren)		1 9	\$31.47	\$56.27
Employee + Family		1 11	\$46.88	\$86.59
Monthly Total		11 65	\$212.90	\$2,648.84
Annual Cost			\$2,555	\$31,786
Total Annual Cost			\$34,341	
\$ Over Current			-	
% Over Current			-	

Notes

Rollover benefit included in
MAC plan

Disclaimer:

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

City of Richland Hills
Vision Marketing Analysis
Effective: 1/1/2025

Benefits	Current / Renewal	
	Guardian VSP Choice	
	In-Network	Out-of-Network
Materials		
	\$25 copay	N/A
Exams	Every 12 Months	
	\$10 copay	Up to \$39
Lenses: Standard	Every 12 Months	
Single Vision	100% after copay	Up to \$23
Bifocal	100% after copay	Up to \$37
Trifocal	100% after copay	Up to \$49
Lenticular	100% after copay	Up to \$64
Contact Lenses - in lieu of lenses or frame	Up to \$130	Up to \$100
Contact Lenses-Medically Necessary	100% after copay	Up to \$210
Contact Lenses - Fitting	Up to \$10 copay + 15% off prem retail	Included in Lens allowance
Frame	Every 24 Months	
	Up to \$130 after copay + 20% off balance	Up to \$46
Additional Benefits		
	Lasik - 15% off retail or 5% off promo	N/A
Participation	-	
Rate Guarantee	1 Year - Until 12/31/2025	
Rates	Current / Renewal	
Employee 39	\$7.05	
Employee + Spouse 3	\$13.34	
Employee + Child(ren) 5	\$13.59	
Employee + Family 9	\$21.52	
Monthly Total 56	\$577	
Annual Total	\$6,919.20	
\$ Increase vs Current	-	
% Increase vs Current	-	

Disclaimer:

The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Basic Life and AD&D – Moving to Mutual of Omaha

Benefits	Current/Renewal	Proposed Plan
	MetLife	Mutual of Omaha
Employee Life Amount	Class 1: \$30,000 Class 2: \$90,000	Flat \$90,000
Employee AD&D Amount	Same as Life	Same as Life
Guarantee Issue Amount	\$90,000	\$90,000
Maximum Amount	Class 1: \$30,000 Class 2: \$90,000	\$90,000
Conversion Privilege	Included	Included
Waiver of Premium	Included	Included
Age Reduction Formula	35% at age 65 50% at age 70	65% at age 65 50% at age 70
Rate Guarantee	1 Year-Until 12/31/2025	3 Years - Until 12/31/2027
Covered Volume	\$4,969,500	\$5,684,400
Life Rates (Per \$1,000)	\$0.134	\$0.070
AD&D Rate (Per \$1,000)	\$0.033	\$0.020
Monthly Total	\$829.91	\$511.60
Annual Total	\$9,958.88	\$6,139.15
\$ Increase over Current	-	-\$3,819.73
% Increase over Current	-	-38%

EAP - 5 face to face visits

Disclaimer:

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Long Term Disability – Moving to Mutual of Omaha

Benefits	Current/Renewal	Proposed Plan
	MetLife	Mutual of Omaha
Benefit Percentage	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000
Elimination Period	180 Days	180 Days
Occupation Type	Own Occupation	Own Occupation
Coverage	On & Off Job	On & Off Job
Pre-existing Conditions	3/12	3/12
Duration	SSNRA	SSNRA
FICA Match	N/A	Included
Rate Guarantee	1 Year-Until 12/31/2025	3 Years - Until 12/31/2027
Covered Volume	\$450,789	\$450,789
LTD Rates (Per \$100 payroll)	\$0.256	\$0.200
Monthly Total	\$1,154.02	\$901.58
Annual Total	\$13,848.25	\$10,818.95
\$ Increase Over Current	-	-\$3,029.30
% Increase Over Current	-	-22%

Disclaimer:

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Flexible Spending Account (FSA) – Moving to Flores

Current/Renewal		Proposed
Administrator	ABY Benefits	Flores
Set Up Fee	None	Waived
Renewal Fee	None	Waived
FSA Administration		
FSA Administration 86	\$6.00	\$3.95
Included Features	Includes medical FSA, DCA, debit card and replacements cards, non-discrimination testing, and online HR access	Includes medical FSA, DCA, debit card and replacements cards, EDI setup, non-discrimination testing, and Standard reporting
Optional Services	Amendments to legal plan documents, 5500 filing fee, etc.	HSA Administration - \$2.50, COBRA Admin - \$0.55,
Dedicated Account Manager	Not Confirmed	Confirmed
Mobile App	Confirmed	Confirmed
FSA Annual total	\$6,192.00	\$4,076.40
\$ Over Current	-	(\$2,115.60)
% Over Current	-	-34%
Rate Guarantee	-	3 Years - until 12/31/2027
Notes:		Acct Minimum - \$110 Wire transfers - \$15 per wire

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COBRA – Moving to Flores

Current/Renewal		Proposed
Administrator	ABY Benefits	Flores
Set Up Fee	None	Waived
Renewal Fee	None	Waived
COBRA Administration - 84 eligible employees		
COBRA Administration	\$0.79	\$0.55
Annual total	\$796.32	\$554.40
\$ Over Current	-	(\$241.92)
% Over Current	-	-30%
Included Features		Initial right notice for new hires included, Bulk mailing to correct past notices - \$2.00 each, QE Notices in excess of 20% turnover - \$3.75 each, Mailed OE notices to active cobra participants - \$15 plus printing/shipping
Dedicated Account Manager	Not Confirmed	Confirmed
Mobile App	Confirmed	Confirmed
Rate Guarantee		3 Years - until 12/31/2027
Notes:	24/7 account access, employer/employee reporting package, electronic enrollment material	Acct Minimum - \$65 Wire transfers - \$15 per wire

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Voluntary Life and AD&D (Employee) – Moving to Mutual of Omaha

5A - Insurance Renewal
Page 12 of 18

Benefits	Current/Renewal	Proposed
	MetLife	Mutual of Omaha
Employee Benefit	5x salary up to \$500,000	5x salary up to \$500,000
Employee Voluntary AD&D	Same as Life	Same as Life
Maximum Benefit	Up to \$500,000	Up to \$500,000
Guarantee Issue Amount	\$100,000	5X annual salary, up to \$100,000
Conversion	Included	Included
Portability	Included	Included
Accelerated Death Benefit	Included	Included
Waiver of Premium	Included	Included
Age Reduction Formula	65% at age 65 50% at age 70	65% at age 65 50% at age 70
Participation Requirement	-	60% or 5 lives
Rate Guarantee	1 Year-Until 12/31/2025	3 Years - Until 12/31/2027
Voluntary EE Life Rates (Per \$1,000)	Current / Renewal Rates	Proposed Rates
< 29	\$0.080	\$0.080
30-34	\$0.107	\$0.107
35-39	\$0.132	\$0.132
40-44	\$0.174	\$0.174
45-49	\$0.240	\$0.240
50-54	\$0.449	\$0.449
55-59	\$0.757	\$0.757
60-64	\$1.143	\$1.143
65-69	\$1.840	\$1.840
70-99	\$3.483	\$3.483
Voluntary EE AD&D Rate	\$0.021 per \$1,000	\$0.021 per \$1,000



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Voluntary Life and AD&D (Dependent) – Moving to Mutual of Omaha

5A - Insurance Renewal
Page 13 of 18

Benefits	Current/Renewal	Proposed
	MetLife	Mutual of Omaha
Spouse Benefit	\$5,000 Increments	\$5,000 - \$100,000 in \$5,000 Increments, 100% of EE benefit
Spouse Maximum	50% of EE up to \$100,000	100% of EE up to \$100,000
Spouse Guarantee Issue	\$25,000	\$25,000
Child Benefit	Birth to 6 Months: \$1,000 6 months to 26 years: 1K, 2K, 4K, 5K, 10K	14 days to 6 Months: \$1,000 6 months to 26 years: 1K - \$10,000 in \$1,000 increments
Child Maximum	\$10,000	\$10,000
Child Guaranteed Issue	All Amounts	All Amounts
Age Reduction Formula	65% at age 65 50% at age 70	65% at age 65 50% at age 70
Participation Requirement	-	>60% or 5 lives
Rate Guarantee	1 Year-Until 12/31/2025	3 Years - Until 12/31/2027
Voluntary Spouse Life Rates (Per \$1,000)		
< 29	\$0.080	\$0.080
30-34	\$0.107	\$0.107
35-39	\$0.132	\$0.132
40-44	\$0.174	\$0.174
45-49	\$0.240	\$0.240
50-54	\$0.449	\$0.449
55-59	\$0.757	\$0.757
60-64	\$1.143	\$1.143
65-69	\$1.840	\$1.840
70-99	\$3.483	\$3.483
Voluntary SP AD&D Rate (per \$1,000)	\$0.021 per \$1,000	\$0.021 per \$1,000
Child Rate (per \$1,000)	\$0.24 per \$1,000	\$0.240 per \$1,000
Child AD&D (per \$1,000)	\$0.051 per \$1,000	\$0.051 per \$1,000



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Voluntary Short Term Disability – Moving to Mutual of Omaha

5A - Insurance Renewal
Page 14 of 18

Proposed	
Benefits	Mutual of Omaha
Benefit Percentage	60%
Maximum Weekly Benefit	\$1,500
Elimination Period	14 Days
Duration	24 Weeks
Pre-existing Conditions	3/6
Rate Guarantee	2 Years - Until 12/31/2026
Participation Requirement	15%
STD Rates (Per \$10 payroll)	Proposed Rates
< 20 20-24 25-29 30-34 35-39 40-44 45-49 50-54 55-59 60-64 65-69 70+	\$0.560

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Voluntary Accident – Moving to Mutual of Omaha

Proposed	
	Mutual of Omaha
Plan Description	Group Accident
Underwriting Guidelines	Guarantee Issue - No Health Questions
Coverage	Off the job
Pre-Existing Conditions	None
Ambulance	\$300 / \$1,500
Blood/ Platelets	\$250
Burn	\$450 to \$25,000 depending on 2nd or 3rd degree burn and square cm of skin burned
Coma	50% of principal sum
Concussion	\$200
Dislocation	Up to \$12,000 depending on surgical vs non surgical
Dental Injury	Up to \$400
Fracture	Up to \$12,000 depending on surgical vs non surgical
Ruptured Disc w/ Surgical Repair	\$900
Wellness Benefit	\$100
Participation Requirement	> 5 enrolled or 6%
Rate Guarantee	3 years - 10/1/2027
Proposed Rates	
Employee Only	\$11.56
Employee + Spouse	\$18.76
Employee + Child(ren)	\$24.81
Employee + Family	\$34.08

\$100 express benefit to be paid upon notification



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	Proposed
	Mutual of Omaha
Hospital Admission	\$1,000
Daily Hospital Confinement	\$100
ICU Admission	\$2,000
Daily ICU Confinement	\$200
Wellness Benefit	N/A
Participation Requirement	> 10 enrolled or 6%
Rate Guarantee	3 years - 10/1/2027
	Proposed Rates
Employee Only	\$17.07
Employee + Spouse	\$39.25
Employee + Child(ren)	\$23.55
Employee + Family	\$47.10

*Plan features \$75 per day (2 days per yr)
newborn confinement benefit, Addtl surgical
benefits and transportation included*



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Voluntary Critical Illness – Moving to Mutual of Omaha

Proposed	
Benefits	Mutual of Omaha
Underwriting Guidelines	Guaranteed Issue: EE: \$20,000 SP: \$20,000 CH: \$10,000
Pre-Existing Conditions	None
Recurrence	Included - 90 Day separation
Benefit Amount	EE: \$5,000 to \$20,000 in \$5,000 increments SP: \$1,000 to \$20,000 in \$1,000 increments (not to exceed 100% of EE) CH: 50% of EE, up to \$10,000
Heart Attack/Stroke	100% of selected benefit
Coma/Paralysis	100% of selected benefit
Major Organ Transplant	100% of selected benefit
End-stage renal (kidney) failure	100% of selected benefit
Coronary Artery Disease	25% of selected benefit
Cancer (Invasive)	100% of selected benefit
Health Screening Benefit	\$50 per year per enrolled
Age Reduction	50% at age 70
Participation Requirement	> 6% or 5 enrolled
Rate Guarantee	3 Years - 12/31/2027
Employee Rates- \$10K Benefit:	Proposed Rates
30 Yr	\$6.80
40 Yr	\$12.30
50 Yr	\$26.90

Mutual of Omaha- Monthly Rates per \$1,000	
Age	EE/SP
<30	\$0.52
30-39	\$0.68
40-49	\$1.23
50-59	\$2.69
60-69	\$5.90
70-79	\$10.68
80-99	\$15.31
Child - Included in costs	



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Health Savings Account – Moving to Flores

Proposed	
Administrator	Flores
Set Up Fee	Waived
Renewal Fee	Waived
HSA Administration	
HSA Administration	\$2.50
Included Features	Includes medical HSA, debit card and replacements cards, EDI setup, non-discrimination testing, and Standard reporting
Optional Services	HSAA Administration - \$2.50, COBRA Admin - \$0.55,
Dedicated Account Manager	Confirmed
Mobile App	Confirmed
Rate Guarantee	3 Years - until 12/31/2027
Notes:	Acct Minimum - \$110 Wire transfers - \$15 per wire



Disclaimer:

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Memorandum

To: Honorable Mayor Curtis Bergthold and Richland Hills City Council Members

From: Candice Edmondson, City Manager

Date: November 11, 2024

Subject: Glenview Drive RFQ

Agenda Item:

Consider professional services agreement with Kimley-Horn and Associates, Inc. for preliminary engineering and planning services for the Glenview Drive project

Background Information:

On February 26, 2024 the Richland Hills City Council approved a conceptual master plan for the Glenview Drive corridor. The purpose of the plan was to establish a policy and vision to guide future development in the corridor from State Highway 26 to the eastern city limits. The plan coincided with Tarrant County's 2021 Transportation Bond Program which provides a \$5.32M match to improve Glenview Drive and the surrounding infrastructure. The concept plan provides recommendations focused on mitigating safety and mobility issues while improving economic conditions, creating a sense of place and establishing the corridor as a regional destination.

As the next step in the process, the City of Richland Hills issued a Request for Qualifications for professional engineering and design services for reconstruction of Glenview Drive on June 20, 2024. Six (6) proposals were received from the following firms: Baird, Hampton & Brown; Kimley-Horn and Associates; Parkhill; Shield Engineering Group; Teague Nall and Perkins, Inc. and Westwood Professional Services, Inc. Following a thorough evaluation by the city's project team, Kimley-Horn was selected to move forward into the negotiation phase of the selection process.

With over 57 years as a multidisciplinary consulting firm, Kimley-Horn has the knowledge and experience required to create the desired environment within the Glenview Drive corridor. Kimley-Horn's project team has worked on several road reconstruction projects that included right-size evaluation and multimodal design, similar to the Glenview project. A copy of Kimley-Horn's proposal has been attached to this memo for your reference.

Due to the need for further traffic impact analysis and conceptual planning, the initial agreement with Kimley-Horn is for preliminary engineering and planning services. The proposed scope consists of preparing a traffic study, conceptual layout options and typical sections to evaluate the feasibility, costs and benefits of reconstructing the roadway to meet the City's long-term goals and objectives for the corridor. In addition, the project will

include the preparation of visual renderings/graphics for the corridor and conducting public meetings with residents and stakeholders.

At the conclusion of the preliminary engineering and planning services, City Council will approve a roadway concept to carry forward into the design and engineering portion of the project.

Financial Considerations:

Kimley-Horn submitted a proposal in the amount of \$237,000 to complete the preliminary engineering and planning services.

Legal Review:

The City Attorney has reviewed the agreement.

Board/Citizen Input:

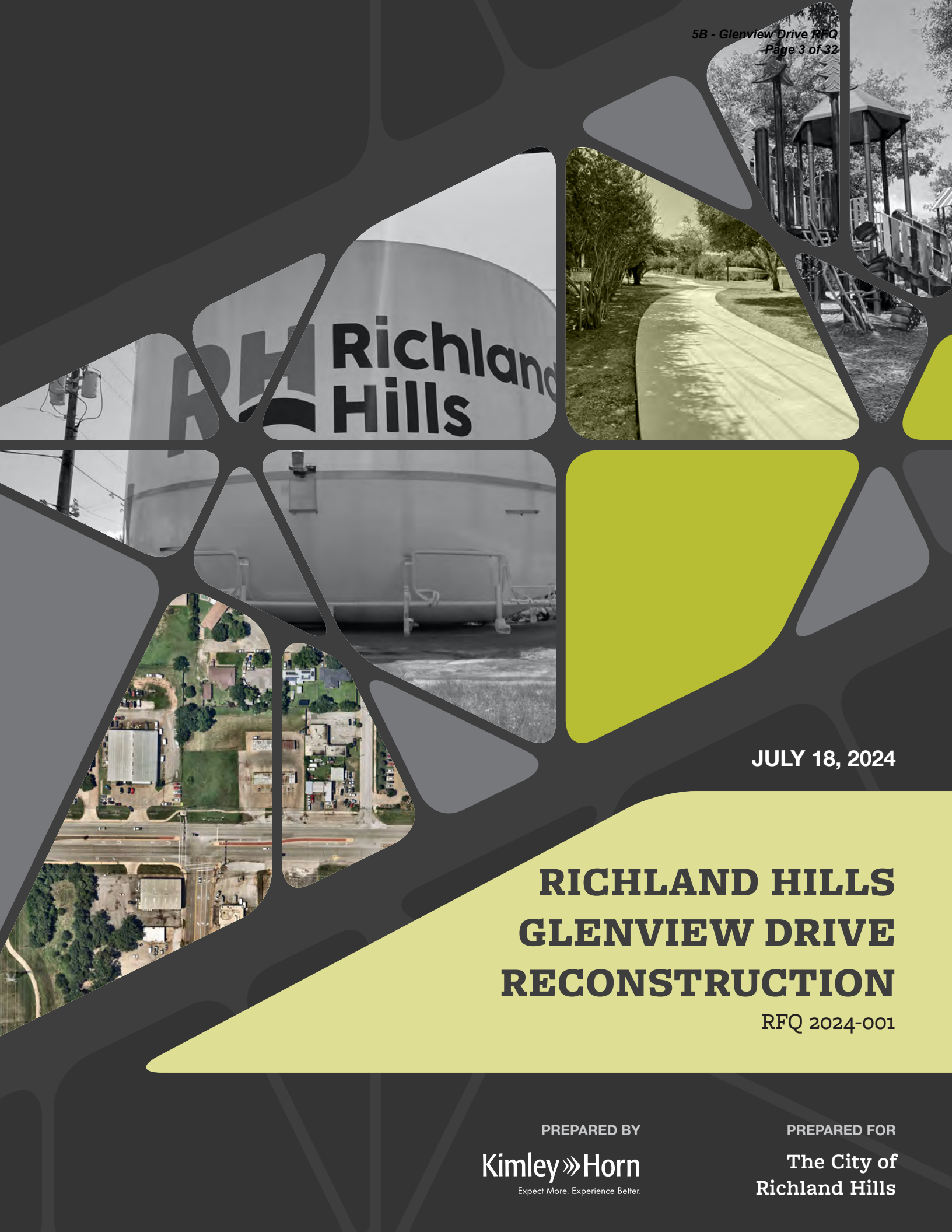
N/A

Attachments:

Kimley Horn RFQ Proposal
Professional Services Agreement
Preliminary Project Schedule

Council Action Requested:

Motion to approve professional services agreement with Kimley-Horn and Associates, Inc. for preliminary engineering and planning services for the Glenview Drive project



JULY 18, 2024

RICHLAND HILLS GLENVIEW DRIVE RECONSTRUCTION

RFQ 2024-001

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

PREPARED FOR

**The City of
Richland Hills**

Cover Letter

July 18, 2024

The City of Richland Hills

3200 Diana Drive
Richland Hills, TX 76118

Kimley-Horn is licensed with the Texas Board of Professional Engineers and is registered with the Texas Secretary of State office to do business in the State of Texas with the legal firm name Kimley-Horn and Associates, Inc.

Each member of our team is currently employed either by Kimley-Horn or our subprovider firms.

We affirm a Professional Engineer licensed in Texas will sign and seal the work to be performed on the contract.

Kimley-Horn will provide at least 60% of the contracted work with our own work force.

Kimley-Horn will, to the extent permitted by law, use the U.S. Department of Homeland Security's E-verify system to determine the eligibility of employees and subconsultants.

Kimley-Horn

Suite 1300, Unit 11
801 Cherry Street
Fort Worth, TX 76102

RE: Richland Hills Glenview Drive Reconstruction

Dear Mr. Bergthold, Mrs. Edmondson, Mr. Dernovich, and Selection Committee Members:

As Richland Hills thrives and expands, the Glenview Drive project stands as one of the top priorities to meet the City's transportation and economic needs. Kimley-Horn is excited about the opportunity to partner with the City to make this project come to reality. With a steadfast commitment to developing our partnership with City staff, we are eager to provide our technical expertise and dedicated services for the Glenview Drive Reconstruction. As you select a consultant for this important project, please keep in mind the following merits of the Kimley-Horn team:

Experience and Resources: Our project team has been strategically developed to meet the specific needs of this project. The key team members have a track record and experience in working together for more than 15 years. Kimley-Horn is known for exceeding client expectations. We will provide you with high quality plans with our more than 900 regional staff to address the roadway, drainage, hydrology and hydraulics, structural, traffic, and environmental elements of the project.

Right-Size Solution: Kimley-Horn has completed over 20 projects similar to this project. Our team has proven from planning to implementation that we can deliver on projects like yours. Some signature projects of ours include West 7th Street and Main Street in Fort Worth. These projects have shared a goal to promote long-term economic development through changing the context of the roadway while still meeting the needs of the community. We have experience with evaluating the various options using goals and criteria that are specific to the corridor and community. We have navigated the public outreach phase and building consensus for these types of projects. We will share our experience and lessons learned to streamline design on this project.

Responsiveness and Commitment: We value the success and quality of this project just as much as you do. The team included in this submittal is committed to the City and this project. We have selected in-house experts in transportation planning and operation, and infrastructure design. Our professionals will serve the City as an extension of your staff and partner with you throughout this project. We are just 15 minutes away from your office and commit our resources to making this project a success from every perspective, including scheduling, budget, technical accuracy, project management, and project deliverables.

We are committed and available to partner with the City on this project. Our team is excited for this opportunity to provide an "all in" approach and commitment. If you have any questions, please contact me, your primary contact and project manager, at **817.900.8525** or misty.christian@kimley-horn.com.

Sincerely,

Kimley-Horn and Associates, Inc.

Misty Christian

Misty Christian, PE, CFM, CPSWQ

Project Manager and Primary Point of Contact

misty.christian@kimley-horn.com
817.900.8525

Aaron K. Rader, P.E.

Aaron K. Rader, PE

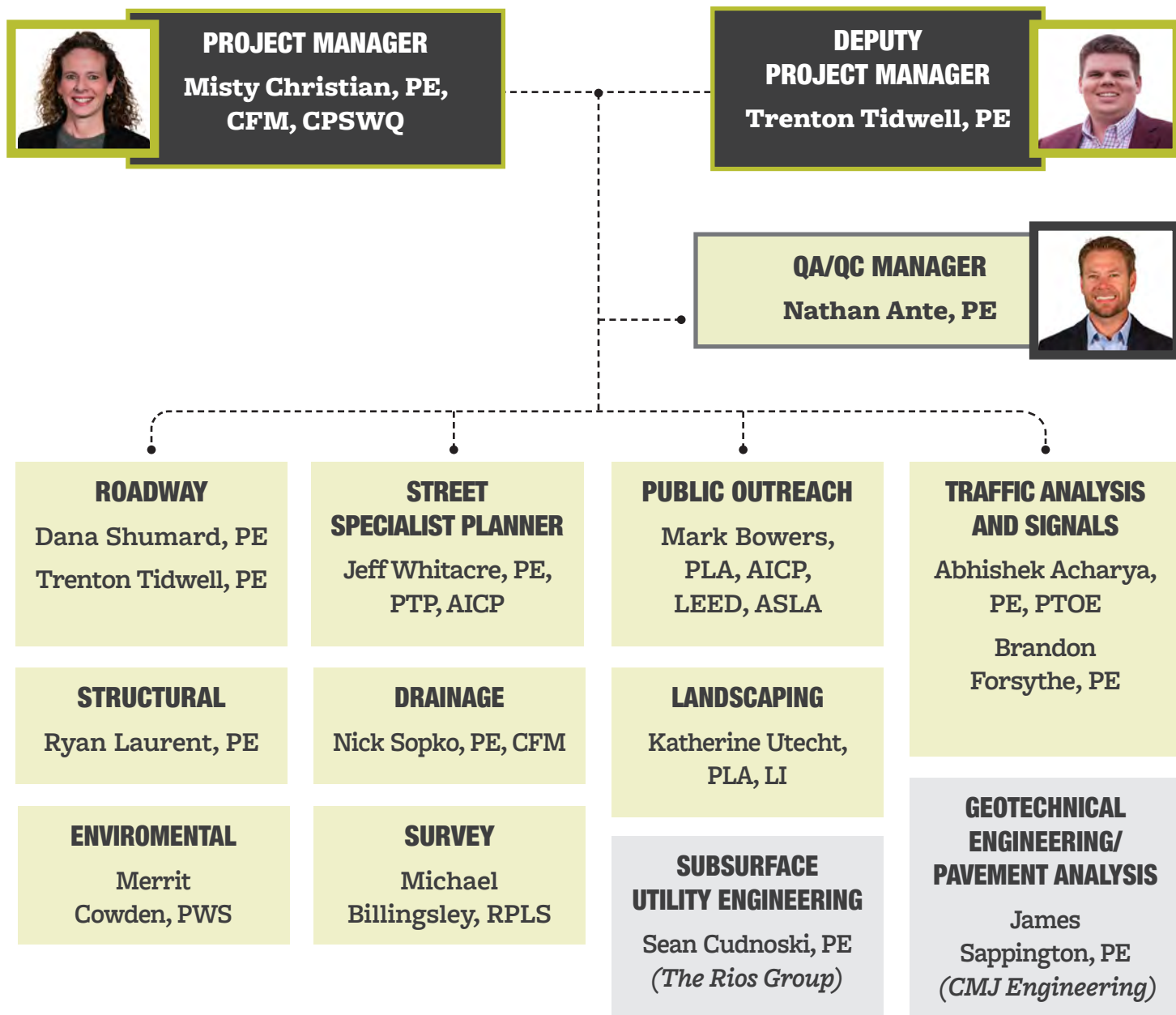
Vice President and Authorized Signer

aaron.rader@kimley-horn.com
945.218.5080

Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity. Kimley-Horn and Associates, Inc.	2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. N/A _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity 7/18/2024 Date		

Organizational Chart



KEY

Italic = Subconsultant

Firm History

Kimley-Horn, founded 57 years ago, is a multidisciplinary consulting firm composed of roadway engineers, water resource engineers, transportation planners, civil engineers, structural engineers, electrical engineers, utility engineers, environmental professionals, landscape architects, and construction phase specialists. We have a staff of more than 7,700 who serve a wide range of clients across many disciplines from more than 135 offices nationwide, including 25 in Texas. **Our Fort Worth office will be the primary office performing the work.** Working as a coordinated team, we develop workable, constructable designs within project objectives and budgets. Kimley-Horn is able to bring you the resources of a large national firm combined with the understanding of a small local organization.

Kimley-Horn is a business-based consulting practice, operated with integrity and dedicated to providing timely, quality professional services in a profitable manner, meeting the needs of our clients and satisfying the professional and financial objectives of our employees and owners. Kimley-Horn keeps two groups of people at the center of our business: our clients and our staff. Co-founder Ed Vick said, **“We have no reason to exist except to serve our clients.”** That intense focus on providing quality to the people we serve has made Kimley-Horn one of the nation’s top consulting firms in every discipline we practice.

But the firm’s core purpose, articulated by its leadership and lived out daily, is to provide an environment for our people to flourish. Growing professionally, having fun with our colleagues, and finding satisfaction in our work are central to our way of life. As we look to the future, Kimley-Horn will use these values and purpose as a guide to how we operate the company in serving our clients—both external and internal.

With more than 900 staff in the Dallas-Fort Worth Metroplex to serve the City, we will work collaboratively with registered professional engineers and planners from our Dallas-Fort Worth offices and draw on their expertise to ensure any project is a success. Our Fort Worth office has 235 people, specifically 64 people focused on transportation and planning. We have the horsepower to get the job done. In addition, we offer the City the local knowledge and responsiveness of a small organization backed by the resources and expertise that only a national firm can offer.



DISCIPLINE RELEVANCE



Roadway

Street Planning



Public Outreach

Traffic



Structural

Drainage



Landscape Architecture

Environmental



Survey

Subsurface Utility Engineering (SUE)

Geotechnical Engineering

Project Approach

Kimley-Horn is excited to partner with the City of Richland Hills on one of their biggest projects that will transform a major corridor within the City. We understand how important it is to develop a plan and implement a design along the corridor that meets the goals for the community. **These goals include economic development, safety for pedestrians, connectivity for various modes of transportation, and improving the existing infrastructure.** Our approach is to develop a right-size solution that provides the expected benefits for different sections along the corridor.

Our approach to this project is unique and tailored to addressing various challenges we foresee. The approach is multi-faceted and will provide the City with a strategy to evaluate and develop the right solution for the community. Our team has unique qualifications that separate us from other consultants, such as:



Our team has well-known and industry-recognized individuals that have **completed more right size street designs than any other firm.** We are the firm that assisted with the corridor safety/right-size elements of 7th Street and Magnolia in Fort Worth, as well as seven other significant projects in Fort Worth.



Two technically strong and experienced individuals will lead the team to address the planning elements, as well as the engineering elements. Misty and Jeff have worked together for almost 20 years on projects like this one. You need expertise in both engineering and planning, selecting just one firm will not be as beneficial.



Kimley-Horn has maintained a strong reputation in the transportation industry for over 50 years. We understand regional and local transportation patterns and how the traffic will react to growth.

Our team was developed based upon identifying staff that have skill sets and experience that will address the challenges and needs for the project. Based upon our experience, the team envisions a three-step approach to this project: state of the project evaluation, preliminary/schematic design, and final design.

State of the Project Evaluation

We will evaluate the data, information, policies, typical sections, and approaches that were used in the Glenview Corridor Master Plan. We understand this document is a policy document and provides an overall vision for the corridor. We want to get feedback from the staff to understand what went well during the master plan development and what areas or elements within the plan that need to be refined. We specifically want to collect feedback on the public outreach approach so we can develop a plan that builds consensus. **We understand the City invested a substantial amount of time and money into developing this plan, so we do not want to reinvent the wheel. However, we also understand there is a desire to have a firm validate the information development during the master plan and provide an outside perspective.** Gathering and understanding this information will help us as we move forward with developing a preliminary design for the corridor.

Preliminary/Schematic Design

The Glenview Corridor Master Plan provided an overview of the corridor. One thing that we plan to spend most of our early effort on diving into the details of how the suggested improvements will fit into the corridor given the limited right-of-way (ROW). **This is where the project will transition from high-level planning efforts to demonstrating how construction of the various elements can be implemented into the available ROW, the impacts to the surrounding area, and how much the construction will cost.** We will perform topographic survey and property research to help establish the project scope, boundaries, and constraints.

Next, we will evaluate the typical section options mentioned during the master planning efforts. Again, we are not looking to start from scratch, but our job is to decide the final typical section given the work performed to date, as well as our independent evaluation. We will work with City to understand the advantages and disadvantages of the different typical section options, as well as evaluate the key elements and considerations below:



Collecting recent traffic counts along the corridor and understand the traffic patterns that will occur with the project.



Odd number of lanes are typically the most cost-effective and higher-capacity option.



Design with public safety and response in mind. Single-lane, narrow lanes can create safety hazards if not designed correctly.



How pedestrian safety, refuge areas, and bike facilities interact with one another given a constrained corridor.



How the number of lanes will impact the capacity of the roadway and how a two-lane and three-lane divided, or three-lane and four-lane divided may have similar capacities but different construction costs.



The traffic and parking impact of peak users like businesses, churches, and schools.

Going through this preliminary phase is essential to identifying critical paths in the schedule and allows for the refinement of the design to keep the project within budget. The second benefit of this phase is developing graphics that can tell the story and that the community can understand. We will provide to-scale graphics, renderings, 3D visuals, and fly throughs so everyone can "walk the corridor" and see the improvements prior to any construction. We have completed several projects in the DFW Metroplex that we can reference during the design. At this phase, some of the concerns noted in the master plan will be addressed, which include the following:

- Provide details for the sidewalks and crosswalks.
- Show how the relocation of overhead electric impacts the design.
- Evaluate the parking impacts along the corridor.
- Evaluate opportunities for aesthetics for the corridor and medians (if they exist).
- Costs and opportunities for grant funding.
- Provide a risk-based assessment to incorporate into the costs/schedule/final design.

Key Elements of the Preliminary/Schematic Design

- Decision on typical section: what will fit and what are the impacts?
- Critical path items that impact schedule. Risk-based assessment will be performed.
- Identify the cost and refine early in the process to prepare financially. Consider phasing the project and grant opportunities.

An important element of the preliminary design is to understand the current costs of the project. The initial costs provided to Tarrant County are outdated due to inflation. The master plan includes some costs; however, they may not be comprehensive and reflective of current construction costs. We want to understand the construction costs as soon as possible to identify opportunities for value engineering and or know how costs may impact key decisions, schedule, and phasing. This will also allow us to recognize any shortfalls in the finances and start seeking alternative funding options. **Kimley-Horn has in-house grant specialists that focus on transportation grants and can be used for this project early in the process, since securing grant funding can take years.**

During this phase, it would be great to have the community, stakeholders (businesses, Tarrant County, North Richland Hills, etc.), and council input to build consensus and refine the project. We have learned that reaching the public during City events, church activities, and school activities can be one of the best way to connect with the community. We can leverage our virtual connections and conduct traditional public meetings as well. Once the preliminary design is complete, the team will have guidance on how to move forward with the final design.

Final Design

This phase will consist of the preparation of the contract documents, which include the construction plans, project specifications, and final opinion of probable construction costs (OPCCs). We will provide milestone deliverables (60%, 90%, and final) for the design plans and OPCCs. **Kimley-Horn has a strong bias that the design plans cannot be developed without regular, interactive communication with the City.** Our Project Manager, Misty, has a track record of managing high-profile projects and understands the importance of serving as an extension of the City's staff. She will provide frequent updates to City staff as well as routine project meeting calls in person or through Microsoft Teams. The project team will also use a shared database for sharing files and keeping track of project documentation and communication. **Misty has worked with Richland Hills staff at another City and is excited to partner again on this project.**

A few comments regarding our approach to the major construction elements include the following:

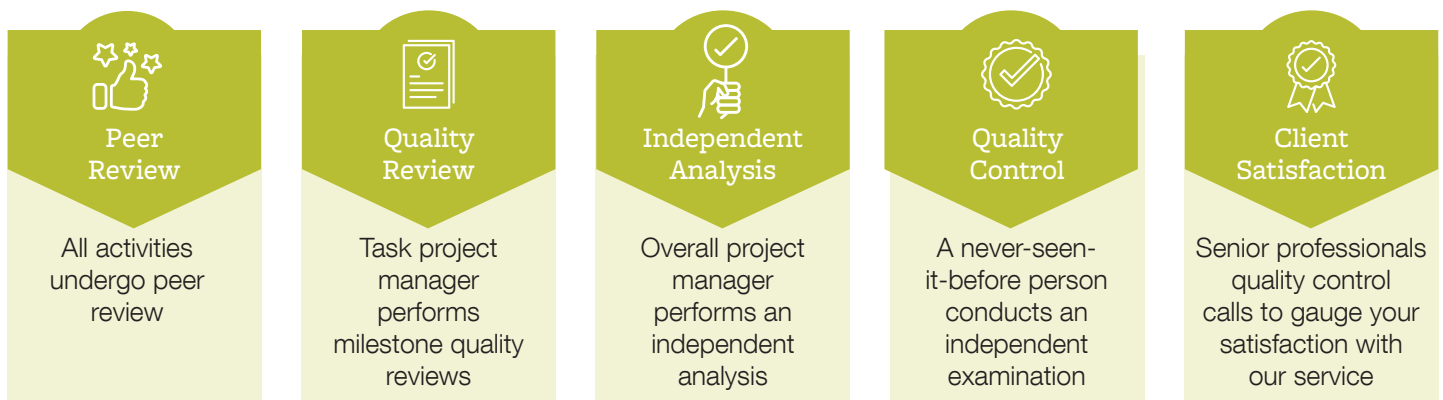
Roadway/Traffic Design: The roadway profile for the project will not be modified too much; however, the profile will need to make sure there is minimum impact to the adjacent property and driveways beyond the ROW. The profile will also need to be adjusted to accommodate ADA compliance requirements. The roadway design and profile will coordinate with the drainage design to make sure the drainage issues are resolved. In addition, our team will be evaluating options for the intersection improvements. Each intersection will be evaluated to understand the best and safest design for intersection control, which may include an enhanced signalized intersection or an alternative intersection design. Our team has signal modeling experts that will evaluate each intersection as well as the entire corridor from a timing standpoint and consider regional traffic and developments adjacent to the corridor.

Utility Design: Our design team members are experts in full roadway reconstruction, which includes roadway, drainage, and utility reconstruction. We will partner with the City to understand the locations of the existing water and sanitary sewer lines along the corridor. It is common for cities to not have records or know where all the utility lines are located, so we are prepared to perform SUE along the corridor, if needed. **Our designs are thoughtful and strategic from knowing where to place the new utilities based upon TCEQ requirements, traffic control during construction, future maintenance and access considerations, and minimal disruption for the users along the corridor.** We will also offer CAD and GIS files after the project so the City can integrate the design into their existing GIS database, or we can create a GIS database for the City.

Drainage Design: We will evaluate drainage issues and make sure the drainage design addresses the issues as much as possible and does not create adverse impacts. **Kimley-Horn has in-house hydrology and hydraulics as well as drainage experts that work alongside the roadway and traffic engineers.** This helps streamline the design. The two specialties (roadway/drainage) are working on the design elements, profiles, and typical sections together because the two designs heavily impact each other.

Key Design Elements: Kimley-Horn has designed and managed several high profile, community impactful projects using innovative ideas. The items listed below are approaches we recommend based upon our lessons learned in delivering successful projects. **These items will help build consensus and save the City money:**

- **Driveway/Individual Property Plans:** We have found these plans to be quick, inexpensive, and very beneficial. We will prepare individual grading plans to show how the pedestrian elements and roadway will impact access to businesses and residents. The individual plans with aerial backgrounds will focus on each individual property so communication is clear on how the project will impact the direct user.
- **ADA Compliance:** We have in-house registered accessibility specialists (RAs) that can assist in the review and design on the accessibility elements. Most firms do not have this specialty in-house.
- **Multi-Modal/Active Transportation Designers:** Kimley-Horn is known for our transportation expertise, and **we wrote the Bike Manual for TxDOT.** We have also assisted several cities with the development of their right-size/context sensitive design policies and manuals.
- **Parking Studies and Evaluations:** We are accustomed to providing parking studies and evaluations as part of corridor studies and designs like this one. Our team includes individuals that perform these services and will prepare any evaluations regarding parking impacts for this project.
- **Branding, Landscaping, and Aesthetics:** Kimley-Horn has in-house landscape architects that specialize on public roadway projects. They partner with cities across the Metroplex to develop brands and enhancements for various gateway corridors. Richland Hills will have this expertise at your use. We understand that the landscaping may be seen as a maintenance challenge and our team can evaluate and communicate the costs and benefits of enhanced corridors using non-structural elements.
- **Partnerships:** Through our recent project experience, we have developed and maintained relationships with impactful stakeholders like the City of North Richland Hills, Tarrant County, NCTCOG, and franchise utility coordinators.
- **Quality Assurance/Quality Control (QA/QC):** For each project, we assign a QA/QC engineer who is not associated with the project to provide an independent review of the contract documents and an unbiased evaluation of the project requirements. This objective examination is the key element of our QA/QC process, shown below, that ensures every project is delivered with high quality and constructibility.



Previous Experience and References

Renfro Street Old Town Improvements | *Burleson, TX*



Kimley-Horn aided the City of Burleson in identifying parking, street, and pedestrian improvements in the Old Town area to promote walkability and a sense of place for the historic downtown area. One of the many projects that were identified and implement for the Old Town Improvements was Renfro Street from Johnson Avenue to IH 35W Frontage Road. Kimley-Horn worked with the City to do a traffic analysis and develop complete street cross section alternatives. The alternatives balanced priorities from parking, mobility, and pedestrian improvements. The cross section was presented to the City Council and Public for input to determine the preferred cross section. Renfro Street is an existing five-lane undivided roadway section and lacks sidewalks. The corridor is currently a barrier between Old Town Burleson and residents to the north

of Renfro Street. The preferred cross section will add a wide median and reduce the travel lanes. The median will have heavy landscape to calm traffic and provide safe pedestrian crosswalk locations. Sidewalk improvements will also be added along the corridor. Due to limited funding, the project is being designed and built in three phases. Phase 1 is a pedestrian hybrid beacon (pedestrian signal) and midblock crossing across Renfro Street. Phase 2 includes adding in the landscaped median, street lighting, and crosswalks at two signalized locations in addition to the midblock crossing from Phase 1. Phase 2 will also include resurfacing Renfro Street and reconstructing the side street approaches. The third phase will include sidewalks, streetscape elements, pedestrian scale lighting, and landscaping. As of November 1, 2023, Phase 1 is constructed.

PROJECT RELEVANCE	Right-size evaluation (decided against down-sizing), economic development, and multimodal design
PROJECT REFERENCE	City of Burleson Lance Barton, PE, Project Manager 817.426.9621 City of Burleson Laura Melton, Former Director of Engineering Services 817.357.4460

Fort Worth Right-Sized Roadway | *Fort Worth, TX*

From 2010 to 2020 Kimley-Horn consulted with the City of Fort Worth on numerous roadway projects that we evaluated to be right-sized. Each of these projects were evaluated on traffic operations, safety, and other factors such as school operations, parking, biking, and walking. A few examples of the implemented project include:

- 10th and Texas Street – Two one-way couplets in downtown Fort Worth that were converted from three lanes in each direction to two lanes in each direction with bike lanes and **on-street parking**. Parking was the number one focus.
- West 7th – This street was converted from a six lane arterial to four lane arterial with bike lanes and on-street parking. This was done in December 2010 and a lot of coordination occurred with the business owners because the focus was to have the roadway **complement economic development**.
- South Main – It was originally a TxDOT corridor and Kimley-Horn helped the city work with TxDOT to take it off-system. The roadway was **transformed from a four lane undivided roadway to a two lane roadway** with a center-turn lane and bike lanes. This was done with the coordination of the Near Southside TIF and business owners because the focus was to have the roadway complement economic development. The South Main was not activated during this interim phase. This led to an ultimate phase that was completed more recently, along with the economic development success.
- Trace Ridge and Shiver – The goal of these projects was to **improve walking and biking to school**. Coordination with the school occurred to accommodate their operations and improve the safety of those who were walking and biking.
- Allen and Pennsylvania – Two east-west corridors in the heart of Fort Worth near Southside and Medical District. Both corridors lost a lane to increase either **parking, biking, or walkability** while still maintaining adequate level of service. As a result traffic was slowed down, but travel times remained the same.

PROJECT RELEVANCE	Public engagement, right-size evaluation and implementation, and multimodal design
PROJECT REFERENCE	City of Fort Worth Kelly Porter, AICP, Assistant Director 817.392.7259

Weatherford Bypass Project | *Weatherford, TX*

The Weatherford Bypass Project had been on the City of Weatherford's master thoroughfare plan for years. The project consists of developing a "bypass" or alternate route to allow regional and truck traffic to transverse through the center of the City near the downtown courthouse without impacting local businesses. The proposed roadway was to connect from US 180 to FM 51/Spring Street along Waco and Bridge Street. The City of Weatherford was able to obtain funding through NCTCOG, which meant the roadway was designed to TxDOT requirements. Weatherford selected Kimley-Horn to perform preliminary design (schematic), environmental, final design, and construction phase services for the project. There were numerous challenges along the proposed alternative routes, which included existing buildings located within the ROW, limited ROW, existing constraints for emergency and truck turning movements, pedestrian elements, and the unknown nature of infrastructure within a historic downtown area. The Kimley-Horn team performed an extensive schematic design and environment assessment phase for the project. The Kimley-Horn team partnered with Weatherford to evaluate seven different route alternatives and many typical section variations to exhaust all options that may be considered for the project. In addition, Kimley-Horn worked together with the City and TxDOT to navigate the NEPA process. Since the project was going through the historic downtown, the team coordinated extensively while evaluating cultural, archaeological, and historical resources. Once these elements were identified, alternative designs were developed to minimize the impacts from a schedule and budget standpoint. One obstacle during the schematic phase included identifying a building listed on the national historic register, meaning the project needed to avoid the building. This was the first time the City was aware of the significance of this building and how it would impact the future of the bypass project. Kimley-Horn was able to partner and become a trusted advisor to the City to help make an impactful decision on how to proceed with the project based upon the goals and vision of the City and the thorough evaluation process. This project is still ongoing.

PROJECT RELEVANCE	• Comprehensive project management and coordination with multiple disciplines to address roadway, drainage, utility, operation, traffic planning, and pedestrian elements • Extensive evaluation of typical sections and options that fit within the limited ROW • Robust public meeting outreach with various types of stakeholders • Parking study and consideration • Very sensitive corridor to continued economic development and pedestrian accommodations and safety
PROJECT REFERENCE	City of Weatherford Chad Marbut, Director of Public Works 817.598.4006

Woodcreek Extension | *Fate, TX*

Kimley-Horn designed 2,300 linear feet of four-lane divided roadway from I-30 to Highway 66 in the City of Fate. The typical section included a divided roadway with 10-foot lanes and two 10-foot shared use paths. Open channel and closed drainage systems were evaluated and designed to make sure there were no adverse impacts. The project included extensive coordination with Dallas, Garland, and Northeastern Railroad (DGNO) and Union Pacific Railroad (UPRR) to permit and construct a new railroad crossing. Over 2,300 linear feet of 12-inch water line was designed along the corridor as well as erosion control and landscaping elements. Kimley-Horn coordinated with TxDOT regarding the new roadway connection to I-30. Kimley-Horn coordinated with the franchise utilities. Kimley-Horn also provided street light design. Kimley-Horn also assisted with bidding and will assist with construction phase services. This project had a fast-tracked schedule and construction was completed in January.

PROJECT RELEVANCE	Franchise utility relocation, shared use paths, and fast-tracked schedule
PROJECT REFERENCE	City of Fate Michael Kovacs, City Manager 972.771.4601 ext. 105

Bailey Boswell Bond Overpass | *Saginaw, TX*

In May 2013, the City of Saginaw passed a bond election to design and construct \$28,000,000 of road and bridge improvements along Bailey Boswell Road from Business 287 to FM 156. Kimley-Horn has provided all the design services for the reconstruction of 14,000 linear feet of Bailey Boswell Road from Business 287 to FM 156 and a two-lane overpass spanning TxDOT ROW, BNSF, and UPRR ROW. Bailey Boswell Road is a major regional arterial. It carries the highest volume of east/west traffic in the City and connects to major arterials in the City of Fort Worth. This project reconstructed the four-lane rural asphalt roadway section to a four-lane divided section with concrete curb and gutter with sidewalks. The project also includes a two-lane overpass (one lane each direction) over Business 287 and both the UPRR and BNSF. Kimley-Horn developed a traffic demand model for the ultimate build-out conditions to determine if the roadway **cross-section could be reduced from six lanes to four lanes**. Reducing the lanes would eliminate the need for additional ROW. In addition to roadway and sidewalk improvements, the project scope also included the design of a major storm drain system, conditional letter of map revision (CLOMR) and letter of map revision (LOMR), 5,000 linear feet of 12-inch water line, 1,000 linear feet of sanitary sewer, street lighting, landscape and irrigation, and five traffic signals. The project was designed and constructed in three phases. As of March 2022, all three phases of the project are complete. There are three at-grade railroad crossings, two with BNSF and one with UPRR that required permitting (construction and maintenance agreement), and the overpass required permitting with both railroad agencies. The at-grade crossings are designed in accordance with Federal Railroad Administration (FRA) Quiet Zone requirements. Kimley-Horn provided construction management services to the City for the bridge construction.

PROJECT RELEVANCE	Right-size evaluation, Tarrant County funding, and roadway reconstruction
PROJECT REFERENCE	City of Saginaw Randy Newsom, Director of Public Works 817.230.0448

Alliance Texas and Haslet Accessibility Improvement | *Haslet, TX*

The City of Haslet hired Kimley-Horn to design and manage the largest project for a city in the northwestern portion of Tarrant County. The City was one of five cities in Texas to receive federal funding to complete a high profile, economy-driving transportation project.

As part of the project, the design team evaluated multiple alignment and typical section options that considered the urban, rural, and industrial environments. As part of the evaluation process, multiple public meetings were held to gain feedback on the design and typical section options. Traffic volumes, counts, and capacity evaluations were performed to help understand the regional and local traffic patterns and to understand how the proposed project would impact the community as well as promote economic development. There were seven sources of funding for the project, including NCTCOG, TxDOT, Haslet, BNSF, Tarrant County, and future TIF districts along the corridor. The planning efforts evolved into the design efforts of four miles of roadway with various typical sections that accommodated different types of pedestrian, bike, and vehicular traffic. Over 10,000 linear feet of 12-inch water line and 15-inch sanitary sewer was designed along the corridor. Traffic signals were designed as well as the connection to I-30 frontage road and FM 156. The project obtained environmental and FEMA permitting as the road consisted of two crossings over a floodplain. We coordinated with franchise utility companies, BNSF, and TxDOT, as well as all the property owners along the corridor. The design was completed in 12 months and had to be approved by TxDOT due to the funding source. This project is still ongoing.



PROJECT RELEVANCE	Evaluation of right-size typical section, high profile project, infrastructure design of various elements, several stakeholders.
PROJECT REFERENCE	City of Haslet Thad Chambers, CEcD, EDFP (Currently with the City of Bartonville, formerly with the City of Haslet) 817.919.2424 (<i>Please text before calling.</i>)

Qualifications of the Project Manager and Key Staff



Professional Credentials

- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas (No. 98384)
- Cert Floodplain Mgr, Texas
- American Water Works Association, Member
- Association of State Floodplain Managers, Member
- Texas Floodplain Management Association, Member



Professional Credentials

- Master of Engineering, Traffic Engineering, Texas A&M University
- Master of Public Administration, Public Administration, University of Texas at Arlington
- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas (No. 102469)
- Professional Transportation Planner (No. 444)
- Registered American Institute of Certified Planners (No. 102469)

Misty Christian, PE, CFM, CPSWQ

Project Manager

Misty has 23 years of experience working on transportation and infrastructure projects. She has designed complex projects involving a multitude of elements such as drainage, roadway, utilities, traffic, ADA, parks, and illumination. Misty has a unique skillset in being able to manage high-profile projects that have a long-lasting impact on the community. She works well with city staff, council, and members of the community while communicating project goals and purpose. Her years of experience will be key to making this project a success. Misty will be committed to this project for the duration of the contract.

Relevant Experience

- AllianceTexas and Haslet Accessibility Improvement, Haslet, TX
- Marvin Avenue Phase 1 and 2 Reconstruction, Waxahachie, TX
- Bailey Boswell Reconstruction Phase 1, Saginaw, TX
- Bonds Ranch and US 287 Single-Lane Roundabouts, Fort Worth, TX
- Bonds Ranch Corridor, Hawks Landing to FM 156, Fort Worth, TX
- Mockingbird Road, City, TX
- Midlothian Woodcreek Boulevard, Midlothian, TX
- Lake Shore Drive, Fate, TX
- Monticello Drive, Cleburne, TX

Jeff Whitacre, PE, PTP, AICP

Street Specialist Planner

Jeff has 18 years of project experience with mobility planning for cities. Jeff's passion is to move game-changing transportation projects from a creative vision to reality. Jeff is unique in that he is extremely talented at both developing innovative plans, and then leading their design and implementation. He focuses on creating alignments that consider natural, man-made, and fiscal constraints. His goal is to connect communities through mobility investments. These investments include developing right-sized transportation plans and prioritizing transportation projects to allow the biggest impact for the dollars spent that fit into the community fabric. He has developed multimodal transportation plans for more than 20 cities in Texas and developed capital improvement plans for over 40 communities.

Relevant Experience

- Park Place Complete Street Reconstruction, Fort Worth, TX
- Renfro and NE McAlister, Burleson, TX
- Austin Strategic Mobility Plan/CodeNext, Austin, TX
- Dallas Complete Streets Design, Dallas, TX
- Denton Mobility Plan, Denton, TX
- Burleson Master Mobility Plan, Burleson, TX
- Windsor Lane, Park, and Roadway Design, Flower Mound, TX
- Context Sensitive Corridor Planning and Design, McKinney, TX



Professional Credentials

- Bachelor of Science, Civil Engineering, Texas A&M University
- Professional Engineer in Texas (No. 131122)

Trenton Tidwell, PE

Deputy Project Manager and Roadway

Trenton specializes in municipal urban roadway design and offers 11 years of relevant experience. His experience ranges from major arterial reconstructions to roundabout design. Key areas of Trenton's expertise include public involvement, horizontal and vertical roadway design, intersection grading, drainage design, traffic control phasing, jointing, retaining wall design, signing and marking design, developing opinions of probable construction cost, and franchise utility coordination.

Relevant Experience

- Trinity Boulevard Phase 1 and 2, Fort Worth, TX
- Lake Como Sidewalk Improvements, Fort Worth, TX
- Harmon Road, Fort Worth, TX
- Old Decatur Road/Marine Creek Parkway, Fort Worth, TX
- Heritage Trace Parkway Roundabout, Fort Worth, TX
- DFW Streetscape Improvements, Fort Worth, TX
- Dooley Street Reconstruction, Phase 1 and 2, Grapevine, TX
- Ruth Street and Sidewalk Improvements, Grapevine, TX
- Worth Street, Grapevine, TX
- Thompson Sidewalks, Saginaw, TX
- Knowles Drive Phases 1-4, Saginaw, TX
- Bailey Boswell Road Reconstruction Phases 2-3, Saginaw, TX
- SUMP J Denton and Red River Street Rehabilitation, Gainesville, TX



Professional Credentials

- Bachelor of Science, Civil Engineering, Michigan State University
- Professional Engineer in Texas (No. 98520)

Dana Shumard, PE

Roadway

Dana specializes in municipal urban roadway design and offers 22 years of relevant experience. With her focus on urban roadway design, she has worked as a project manager or design lead on variety of projects from capital planning to design. Dana has lead design of projects such as major arterial reconstructions, intersection improvements, downtown complete streets, collector and neighborhood streets, quiet zone and at-grade railroad crossings, and roundabout design. She has also worked on corridor planning, complete street design, capital improvement plans, transportation engineering design criteria, bike, and pedestrian planning.

Relevant Experience

- Multi-Modal Transportation Study, Fort Worth, TX
- Harmon Road Corridor, Fort Worth, TX
- Bonds Ranch Corridor, Fort Worth, TX
- Old Decatur Road Phase 1, Fort Worth, TX
- Old Decatur Road/Marine Creek Parkway, Fort Worth, TX
- McAllister Road, Fort Worth, TX
- 2018 Bond Program Railroad Safety Improvements Program Management and Design, Fort Worth, TX
- Knowles Drive, Saginaw, TX
- Bear Creek Parkway and Elm Street, Keller, TX
- Jones Butler and Holleman Drive, College Station, TX
- Longhorn Road, Saginaw, TX
- San Jancinto Boulevard, Baytown, TX



Nathan Ante, PE

QC/QA Manager

Nathan has 23 years of experience serving municipalities with a primary focus on City and TxDOT urban roadway projects, like Glenview Drive, all with Kimley-Horn. He has been involved in the planning, design, bidding, and construction contract administration of hundreds of miles of roadways in Texas, ranging from residential street rehabilitations and historic downtown improvement projects to regional arterials.

His technical expertise includes designing and leading multidisciplinary projects of all sizes, streetscapes, intersection improvements, new construction, widenings, reconstruction, and paving rehabilitation of all roadway types. In addition to roadway and general municipal engineering, his expertise includes managing and designing large scale multi-disciplinary infrastructure projects, improvements in historic downtown areas, drainage and utility design, traffic control planning, pedestrian improvements, pavement marking and signing, franchise utility coordination, bidding, stakeholder coordination, public engagement, CIP and bond programming, and construction management services.

Relevant Experience

- Main Street, Frisco, TX
- Panther Creek Parkway, Frisco, TX
- Wilmeth Road, McKinney, TX
- Collin McKinney Parkway, McKinney, TX
- Legacy Drive, Prosper, TX
- Celina Downtown Improvements, Celina, TX
- Mesquite Arterials, Mesquite, TX

Professional Credentials

- Bachelor of Science, Civil Engineering, Purdue University
- Professional Engineer in Texas (No. 96866)
- American Society of Civil Engineers, Member
- Texas Society of Professional Engineers, Member and PEI graduate



Mark Bowers, PLA, LEED, ASLA, AICP

Public Outreach

Mark brings 35 years of urban design and landscape architectural experience and has extensive experience in the project management and planning of comprehensive plans, corridor plans, downtown plans, area plans, zoning ordinances, streetscape projects, neighborhood park projects, trails projects, comprehensive parks and open space plans, campus master plans, transportation enhancement projects, and transit projects. His extensive background and skill set is sought after by clients, and his portfolio of work includes numerous repeat clients.

Relevant Experience

- Woodway 84 District Corridor Small Area Plan, Woodway, TX
- University Parks Drive, Waco, TX
- Greenbelt Parkway Special Area Study, Garland, TX
- Doyle Community Area Plan, Kerrville, TX
- Leander Old Town Master Plan, Leander, TX
- Ferris Downtown Master Plan, Ferris, TX
- Lake Highlands PID Skillman Streetscape Master Plan, Dallas, TX
- Garland Holford Road Streetscape, Garland, TX
- Aledo Downtown Master Plan, Aledo, TX
- Lemmon Avenue Corridor Streetscape Master Plan, Dallas, TX
- Prosper Old Town Architectural Guidelines, Prosper, TX
- Prosper Old Town Open Space Strategy, Prosper, TX
- Panther Island Design Guidelines, Fort Worth, TX
- Old Town Keller East Enhancement, Keller, TX

Professional Credentials

- Master of Landscape Architecture, University of Colorado at Denver
- Bachelor of Science, Landscape Architecture, University of Texas at Arlington
- Professional Landscape Architect in Texas (No. 1587)
- Registered with the American Institute of Certified Planners (No. 110145)
- LEED Accredited Professional (No. 10344556)
- American Planning Association, Member

Project Schedule

#	TASK	ESTIMATED TIME (Months)	2024					2025					2026					2027					2028										
			MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV
PROJECT INITIATION																																	
1	State of Project Evaluation	1																															
2	Kickoff Meeting	1																															
PRELIMINARY/SCHEMATIC DESIGN																																	
1	Data Collection - Survey, SUE, Geotech	3																															
2	Traffic Study and Alternatives Analysis	2																															
3	City Input and Review	1																															
4	Conceptual Submittal	3																															
5	City Review	1																															
FINAL DESIGN																																	
1	Public Involvement	1																															
2	30% PS&E Development	2																															
3	Review	1																															
4	60% PS&E Development	3																															
5	Review	1																															
6	90% PS&E Development	3																															
7	Review	1																															
8	PS&E Final Submittal Approval	1																															
ROW ACQUISITION																																	
1	Right-of-Way Acquisition	13																															
UTILITY RELOCATION																																	
1	Relocate Franchise Utilities	12																															
CONSTRUCTION																																	
1	Bidding	2																															
2	Construction	24																															

We have the resources and experience needed to meet even the most aggressive schedule and pride ourselves in anticipating your needs, understanding the bigger objective, and being highly responsive and accessible while focusing on solutions to all problems.



For the past several years, Kimley-Horn has successfully completed numerous right sized roadway projects, enabling us to confidently state that the team assembled here will work seamlessly to meet your needs during the planning process.



Through our demonstrated efficiencies and refined processes, we understand how to maximize limited budgets, manage risk, and create extremely thorough and detailed plans.



**AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2024, by and between CITY OF RICHLAND HILLS, TEXAS ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

NAME OF PROJECT: Glenview Drive Conceptual Evaluation ("Project.")

The Client and the Consultant agree as follows:

- 1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit A, which is made a part of this Agreement ("Services"). Any services that are not set forth in the scope of Services described in Exhibit A will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives, and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
 - g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. Unless otherwise stated herein, the Consultant shall begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, the Consultant's compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant exceeding any estimates shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 45 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
- b) The Client will remit all payments electronically to:
- Account Name: _____
- Bank Name and Address: _____
- Account Number: _____
- ABA#: _____
- c) The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

- d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's

services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO,

THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. Intentionally Omitted.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Venue and Dispute Resolution. The obligations of the parties to this Agreement shall be performable in Tarrant County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Tarrant County, Texas. No arbitration arising out of or relating to this Agreement shall occur without both parties written approval.
- 16) Construction Phase Services.
 - a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in

writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF RICHLAND HILLS, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: Bradley J Hill

PRINTED NAME: _____

PRINTED NAME: Bradley J. Hill

TITLE: _____

TITLE: Regional Contract Lead

DATE: _____

DATE: November 6, 2024

November 6, 2024

Ms. Candice Edmondson
City of Richland Hills
3200 Diana Drive
Richland Hills, TX 76118

Re: "Exhibit A"
Glenview Drive Conceptual Evaluation

Dear Ms. Edmondson,

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this "Exhibit A" to the City of Richland Hills, Texas ("City") for providing consultant engineering services for the evaluation of 1.2 miles of Glenview Drive (within the city limits of Richland Hills, Texas). Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

This project consists of preparing a traffic study, conceptual layout options and typical sections to evaluate the feasibility, costs and benefits of reconstructing the roadway to meet the City's long-term goals and objectives for the corridor. In addition, the project will include the preparation of visual renderings/graphics for corridor and conducting public meetings with residents and stakeholders. The scope of services does not include preparing design plans or performing bidding or construction phase services.

Scope of Services

The following tasks outlined in the Scope of Services will be performed by Consultant as part of this project.

Task 1: Data Collection

The Consultant will collect various types of data and research to assist with the preparation of Task 2 and Task 3. As part of this task, the following subtasks will be performed:

- A. The Consultant will coordinate with the City to obtain the following data:
 - a. Stakeholders contact information
 - b. Comprehensive Master Plans
 - c. Record Drawings and Development Plans
 - d. GIS data
 - e. Floodplain and drainage study information include Federal Emergency Management Agency (FEMA) hydrology and hydraulic models
- B. The Consultant will collect the following traffic and safety data:
 - a. Up to two (2) 48-hour speed and vehicular counts along Glenview Drive
 - b. Up to twelve (12) turning movement counts at public street intersections along the corridor during peak hour periods. The peak hour periods will be determined based upon the 48-hour vehicular counts. 5 hours will be collected for this task to incorporate school peak hours as well.
 - c. Conduct up to one (1) site visit to visually document the existing traffic conditions observed in the corridor during peak hours, including school peak hour traffic.
 - d. Crash data along the study corridor for the past five (5) year.

- C. Create an existing volumes and observations exhibits for the study area noting the findings.
- D. The Consultant will collect the following data to develop a base map for each location. This information will be utilized to analyze existing constraints and issues for the development of the conceptual level design:
 - a. Aerial Photography – Updated aerial photography for the project corridor from NearMaps and/or available aerial photos from the Client.
 - b. LIDAR – LIDAR data (1' contour information) available from USGS.
 - c. Available Record Drawings and Development Plans – Available record drawings (roadway, drainage, water, sewer, etc.) within the project limits and any proposed development plans to be provided by the City.
 - d. Existing and Proposed Utility Information – Existing and proposed water, storm, and sewer utility information for project limits to be provided by the City.
 - e. Field Observation – Conduct up to one (1) site visit to visually document the existing conditions along the study corridor.

Task 2: Traffic Study

The Consultant will prepare a traffic study to summarize the existing and project traffic patterns and volumes along the existing and proposed roadway and typical section alternatives. As part of this task, the following subtasks will be performed:

- A. The Consultant will evaluate both existing and proposed conditions along the corridor based on the data collected in Task 1, historic traffic data and future developments such as City Point in North Richland Hills. The Consultant will estimate projected hourly traffic conditions for the corridor and the studied intersections. Up to three (3) cross-section alternatives will be analyzed for the intersections and corridor.
- B. Intersection capacity analysis for the weekday AM and PM peak periods will be performed for the existing and proposed conditions utilizing Synchro software. Thoroughfare capacity analysis will also be conducted based on capacity criteria outlined by North Central Texas Council Of Governments (NCTCOG).
- C. The Consultant will evaluate the operations the corridor for the following proposed conditions:
 - a. Existing conditions
 - b. Reduction of a lane
 - c. Impact of on-street parking
 - d. Impact of a median/access management
- D. The Consultant will evaluate estimated travel times through the corridor based on the three (3) conceptual layouts that are developed in Task 3 using Synchro software.
- E. The Consultant will evaluate the three (3) scenarios based on up to five (5) study criteria. These criteria are anticipated to be safety, travel time, aesthetics, parking, and circulation. These criteria will be decided prior to an evaluation occurring. The criteria will be translated into a report card to aid in illustrating a preferred scenario based on the study criteria selected.
- F. An electronic (.pdf) draft report which documents the study methodology, traffic volumes, analysis results, and recommendations will be prepared and submitted to the City for review and comment. The Consultant will address up to one (1) round of City review comments and submit the final report to the City.

Task 3: Conceptual Layout

As part of this task, the following subtasks will be performed:

- A. Perform general project management related tasks such as routine communication with the City, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule.
- B. Prepare for, attend, and conduct up to five (5) project related meetings with the City to discuss the design and overall project. This consists of a kickoff meeting, up to two (2) progress meetings with City staff and up to two (2) meetings with City Council.
- C. Prepare typical section alternatives for the proposed roadway with information regarding:
 - a. Existing and proposed right-of-way
 - b. Proposed travel lanes, bike lanes and on-street parking (if applicable)
 - c. Pedestrian facilities
 - d. Location of franchise utilities
 - e. City limit line
 - f. Landscaping and Street lights
- D. Prepare up to three (3) conceptual layout exhibits for the project based on a combination of the typical sections. This will be considered a 30% submittal to ensure the project's key alignment and typical section is set prior to moving into the final design phase. The conceptual layouts will consist of:
 - a. Horizontal geometric design of proposed roadway, curb, median openings and/or turn lanes, striping, sidewalk, curb ramps, storm drain system linework, curb inlets and utility layouts.
 - b. Critical design elements such as known conflicts with utility lines.
- E. After reviewing the initial conceptual exhibits with City staff, the Consultant will develop up to three (3) hand-sketched or photo rendered images of the three (3) conceptual options which will be used during the Task 3.

The Consultant will perform a hydrologic and hydraulic analysis of Calloway Branch channel that will be crossing under the roadway. The analysis will use FEMA effective flows. No new hydrology analysis will be performed. No separate drainage study will be prepared. Models will be provided to the City for review and record purposes. The Consultant will obtain the FEMA effective models for Calloway Branch and use the model to provide preliminary sizing for the culvert crossing. No separate drainage study will be prepared.

- F. Prepare a conceptual storm drain and utility layout using the drainage area maps and existing utility information. The Consultant will partner with City Staff to estimate the scope, sizing and limits of proposed utilities. The intent of this subtask is to show the anticipated underground infrastructure improvements within the right of way to evaluate the potential risks including cost and schedule implications for the final design and construction phase.
- G. The Consultant will prepare a conceptual opinion of probable construction cost (OPCC) for reach conceptual layout option. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified Consultant, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Meetings:

- Kick-off Meeting – Prepare for and attend a kick-off meeting with City staff to discuss the findings of the data collection and other pertinent items.
- Progress Meeting – Prepare for and attend a progress meeting where the Consultant will review the results of the traffic study, conceptual layouts and OPCC with the City.
- Council Meeting – Prepare for and present at two (2) City council meetings.

Deliverables:

- Up to three (3) Conceptual Layout Exhibits (PDF)
- Up to three (3) Conceptual Design OPCC (PDF)

Task 4: Public Meeting

- A. Assist the Client with one (1) public meeting. This consists of attending the public meeting and providing graphic exhibits of the proposed project, sign in sheets, and comment cards. The City will provide the venue, advertisements for the meeting and all other equipment used for hosting/recording. This task includes approximately 35 hours of effort.

Task 5: Project Video (if authorized)

- A. Prepare one (1) video which will be used to summarize the project's goals and objectives and highlight key components of the project. The video will be available for the public's viewings through the City's website or through social media. The video is anticipated to be less than three (3) minutes. One (1) round of comments from City Staff is anticipated for this task. This task includes approximately 45 hours of effort.

Task 6: 3D Project Model (if authorized)

- A. The Consultant will prepare a 3D Model of the selected/preferred alternative. The intent of the 3D model is to allow the public and stakeholders to be able to gain a perspective of the corridor as a 'fly through' or 'walk through' along the project limits. The 3D model will highlight the key features of the corridor. This task includes approximately 75 hours of effort. .

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- A. Preliminary or Final Design.
- B. Street Light Design;
- C. Traffic Signal Design;
- D. Any Permitting with TxDOT;
- E. Preparation of permits for various agencies, which include the Federal Emergency Management Agency (FEMA) and the United States Army Corps of Engineers (USACE);
- F. Preparation of a USACE Jurisdictional Determination;
- G. Development of Storm Water Pollution Prevention Plan/NOI;
- H. Additional design milestone submittals;
- I. Preparation and/or design of landscape and/or irrigation plans;
- J. Preparation of a tree inventory or tree mitigation plan;
- K. Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the contractor.

Schedule

The Consultant will provide these services within a mutually agreed upon schedule. The Consultant anticipates receiving the Notice to Proceed in November 2024 and will have Tasks 1 and 2 completed by Spring of 2025. Tasks 3 – 5 will be anticipated to be complete during the Summer of 2025.

Fee and Expenses

Consultant will perform the services in Task 1-3 for the lump sum (LS) fee of \$195,000. All permitting, application, and similar project fees will be paid directly by the City. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Consultant will perform the Services in Tasks 4-6 on a labor fee plus expense basis (HR) of \$42,000. Consultant will not exceed the total labor fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Consultant reserves the right to reallocate amounts among tasks as necessary.

Task 1	Data Collection (LS)	\$ 15,000
Task 2	Traffic Study (LS)	\$ 30,000
Task 3	Conceptual Layout (LS)	\$150,000
Task 4	Public Meeting (HR)	\$ 10,000
Task 5	Project Video (if authorized-HR))	\$ 12,000
Task 6	3D Corridor Model (if authorized-HR))	\$ 20,000
Labor Fee:		\$237,000

Labor fee will be billed on an hourly basis according to our then-current rates provided below. As to these tasks, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost (included in the budgets above). A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage (this is included in the budgeted amounts above). All permitting, application, and similar project fees will be paid directly by the City.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Misty Christian, P.E.
Project Manager

Kimley-Horn and Associates, Inc.**Standard Rate Schedule**

(Hourly Rate)

Analyst	\$165 - \$250
Consultant	\$235 - \$300
Senior Consultant I	\$260 - \$360
Senior Consultant II	\$345 - \$380
Senior Technical Support	\$160 - \$285
Support Staff	\$110 - \$150
Technical Support	\$125 - \$155

Effective through June 30, 2025

Subject to periodic adjustment thereafter

KEY: ☆ indicates major task/project milestone