

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
JULY 28, 2025
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.**

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

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.

CITY COUNCIL REGULAR SESSION – 7:00 PM

CALL TO ORDER

INVOCATION AND PLEDGES OF ALLEGIANCE

1. PRESENTATIONS

- A. Employee Service Awards
 - Police Lieutenant Christian Gaytan – 10 years
 - Municipal Court Supervisor Eliza Margenau – 5 years
- B. Citizen Appearances/Public Comments

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 June 9, 2025 City Council Regular Meeting
- B. Approve Resolution 617-25 suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates
- C. Approve First Amendment to Northeast Fire Department Association (NEFDA) Interlocal Agreement and authorize City Manager to sign agreement
- D. Approve an update to the Authorized Representatives at the Federal Reserve Bank for City deposits at JP Morgan Chase Bank, N.A.
- E. Approve Resolution 618-25 authorizing the change of Authorized Representatives for the Texas Local Government Investment Pool (TexPool)
- F. Approve Resolution 619-25 authorizing the change of Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR)
- G. Approve emergency repairs to the sewer main on Baker Boulevard from Popplewell Street to the Animal Services Center by Excel 4 Construction in the amount of \$122,950 utilizing the approved unit price contract for drainage, water and sanitary sewer repair

3. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

- A. Consider Ordinance 1529-25 amending Chapter 90 "Zoning", Section 4.02.01 "Accessory Structure Standards" in order to update size, setback, and general regulations for accessory structures **PUBLIC HEARING**

4. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

- A. None

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

- A. Consider Professional Services Agreement with Kimley-Horn and Associates, Inc. for design and engineering services for the Glenview Drive reconstruction project

6. OTHER ITEMS FOR CONSIDERATION

- A. None

7. REPORTS & DISCUSSIONS

- A. Street Improvement Projects
- B. May and June Department Reports

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 24th day of July 2025 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) 616-3811 and reasonable accommodations will be made to assist you.

Memorandum

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

From: Kimberly Sylvester, Assistant City Manager/Police Chief

Date: July 28, 2025

Subject: Employee Service Award

Agenda Item:

Presentation of 10-year Service Award to Police Lieutenant Christian Gaytan

Background Information:

Christian Gaytan grew up in Haltom City, Texas and graduated from Richland High School in 2011. Lieutenant Gaytan married his wife, Laura, in February 2018 and currently lives in Fort Worth, Texas.

Lieutenant Gaytan attended Tarrant County College where in the Spring of 2021 he obtained his Associate of Arts Degree. While attending TCC, he was also enrolled at Texas A&M Commerce University where he graduated with honors with his Bachelor's Degree in Criminal Justice. Lieutenant Gaytan graduated with his Master's Degree from the University of Oklahoma in December 2024.

Lieutenant Gaytan has a total of 12 years of Law Enforcement experience. Before becoming a police officer, he was part of the Richland Hills Police Explorer program. He began his law enforcement career in 2013 as a Detention Officer for the City of Carrollton, Texas and was hired by the Richland Hills Police Department as a police officer in July 2015. He attended and graduated from the North Central Texas Council of Governments Police Academy in December of 2015. While in the Academy he served as a Squad Leader for his academy class. Lieutenant Gaytan was promoted to Patrol Sergeant in October 2018 and promoted to Police Lieutenant in January 2023.

Lieutenant Gaytan is a certified Mental Health Peace Officer, Field Training Officer, SFST Instructor, TCOLE Instructor, and prior to his promotion of Patrol Sergeant he was an Officer In Charge (OIC).

Lieutenant was voted by his peers for Officer of the Year in 2017 and received the City of Richland Hills Integrity Values Award in 2023. He is a graduate of the 63rd School of Executive Leadership, which is a two-month-long training course for police executives.

Lieutenant Gaytan has also worked on special detail assignments that have been assigned by the Chief of Police. Lieutenant Gaytan currently has over 4,900 TCOLE training hours and currently holds a Master Peace Officer License.

Lieutenant Gaytan received a commendation from the Denton County DA's Office who complimented him on his professional demeanor and testimony in a DWI trial. Additionally, he also received a commendation from the Grayson County DA's Office regarding his testimony in a murder trial.

During his free time Lieutenant Gaytan enjoys fishing, grilling, reading, biking, movie watching, and spending time with the family.

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 Police Lieutenant Christian Gaytan

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 28, 2025

Subject: Employee Service Award

Agenda Item:

Presentation of 5-year Service Award to Municipal Court Supervisor Eliza Margenau

Background Information:

Eliza Margenau is originally from Brownsville, Texas and now lives in North Richland Hills with her husband, Edward Margenau, and their three children: Edward, Kyle and Kayla Margenau. She also has two grandchildren with another on the way.

Eliza began her career in public service in 2002, serving the City of North Richland Hills in the Planning and Inspections Department before transferring to the Municipal Court in 2005 where she served as a Court Clerk/Docket Clerk until 2020.

In July 2020, Eliza began her service with the City of Richland Hills in the Police Department as a Records Technician. She transitioned to the Municipal Court in June 2024 to serve as the Court Supervisor. Eliza recently completed her Level 1 Court Clerk Certification from the Texas Court Clerks Certification program and is working to obtain her Level II Certification.

Prior to her service in local government, Eliza was an inbound customer service clerk in Bedford, Texas and also worked at an engineering company in Brownsville, Texas as a receptionist/administrative assistant.

Eliza enjoys spending time with family, especially her grandchildren. She enjoys going to the movies or binge-watching Netflix, playing with her 13-year-old lab named Lexi, working out when she can and doing anything outdoors.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

N/A

Council Action Requested:

Presentation of 5-year Service Award to Municipal Court Supervisor Eliza Margenau

Memorandum

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

From: Lindsay Rawlinson, City Secretary

Date: July 28, 2025

Subject: Minutes from the June 9, 2025 City Council Regular Meeting

Agenda Item:

Approval of minutes from the June 9, 2025 City Council Regular Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

June 9, 2025 Draft Minutes

Council Action Requested:

Motion to approve the minutes from the June 9, 2025 City Council Regular Meeting

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING
JUNE 9, 2025
MINUTES**

Roll Call:

Council present

John Skier, Mayor Pro Tem
Mike Witt, Place 1
Travis Malone, Place 2
Theresa Bledsoe, Place 3
G.W. Estep, Place 5
Roland Goveas, Place 6

Council absent

Curtis Bergthold, Mayor

Staff present

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

REGULAR SESSION – Mayor Pro Tem Skier Called to Order – Time 7:00 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE – Councilmember GW Estep

PRESENTATIONS

1A. Recognition of Citizen's Fire Academy #8 Graduates

Fire Captain Cory Graham provided a brief overview of the Citizen's Fire Academy and advised that the participants completed eight weeks of instruction and demonstration of all facets of fire department operations including the background of the organization, fire hose and fire streams, vehicle extrication, CPR and EMS operations, and several other topics. 2025 program graduates included:

Amy Bellows
Alivia Friddle
Darisabel Negrón
Matthew Perez
Mylee Velez

Richard Brand
Raquel Jansky
Zsolt Nyiri
Jeanette Robert
Donna Wright

Jane Dostal
Jason Knight
Cheyenne Parker
Linda Robert
Troy Wright

1B. Recognition of participants in the Junior Public Safety Academy (Class #2)

Police Chief Kim Sylvester provided a brief overview of the Richland Hills Junior Public Safety Academy held June 2 through 5, 2025 and program graduates included:

Mikhal Burgos	Annah Elliott	Austin Freese
James Freese	Gage Lane	Jace Lane
Hayden Lanning	Annaya Moshin	Hadi Moshin
Ethan Petsoscia	Marleigh Polster	Chandra Reddy
Kiuma Ruda	Keri Valteau	

1C. National Parks and Recreation Month Proclamation

Mayor Pro Tem Skier read a proclamation declaring July 2025 as Parks and Recreation Month 2024 to Director of Parks and Recreation Eric Valdez and encouraged residents of all ages to visit the City's parks.

1D. Municipal Clerks Office Achievement of Excellence Award

City Secretary Lindsay Rawlinson advised that the City of Richland Hills has again been awarded the Municipal Clerks Office Achievement of Excellence Award for 2025-2026. The program recognizes the statutory requirements and demands for the effective management of resources for proper governance by the municipal clerk's office and of the 595 member cities in the Texas Municipal Clerks Association, only 45 received this award in 2025.

1E. Citizen Appearances/Public Comments

None.

CONSENT AGENDA

- 2A. Approved Approve minutes from the May 20, 2025 City Council Workshop and the May 27, 2025 City Council Regular Meeting**
- 2B. Excused the absence of Mayor Curtis Bergthold from the June 9, 2025 regular City Council meeting**
- 2C. Approved Resolution 615-25, authorizing the City Manager to enter into a contract with Rick Barnes, Tarrant County Tax Assessor, and Tarrant County for the assessment and collection of ad valorem taxes**
- 2D. Approved Ordinance 1528-25 approving and adopting an amended budget for Fiscal Year 2025 Debt Service Fund for the sale of the 2023 ambulance to the City of Fort Worth**

Motion: Motion was made by Councilmember Malone and seconded by Councilmember Goveas 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 Resolution 616-25 adopting a public art policy to guide the selection, acquisition, display and maintenance of public art in the City of Richland Hills

City Manager Candice Edmondson presented the item to the City Council and advised that Resolution 616-25 will establish a framework to guide current and future public art initiatives in Richland Hills. The policy also references the potential formation of a Beautification & Public Art Committee, which—if created by the Council—would advise on public art projects and support ongoing beautification efforts throughout the community.

The policy establishes the following goals to guide the development and implementation of the City's public art program:

- Integrate public art into community life and city infrastructure
- Support local and regional artists
- Enhance public spaces and create unique cultural destinations
- Involve the community in the appreciation of arts and culture
- Ensure alignment with the City's core values of *Service, Teamwork, Respect, Integrity, Vision, and Empowerment*
- Provide a funding option for Capital Improvement Programs (CIP) to incorporate public art into major facility, infrastructure, and streetscape projects

Discussion ensued regarding funding options and soliciting artists for their work.

Doug Knowlton, 2749 Spruce Park, Richland Hills, expressed support for the policy and recommended reaching out to local schools for art and artists.

Motion: Motion was made by Councilmember Goveas and seconded by Councilmember Estep to approve Resolution 616-25 adopting a public art policy to guide the selection, acquisition, display and maintenance of public art in the City of Richland Hills.

Motion carried by a vote of 6-0.

CONTRACTS, AGREEMENTS, BID AWARDS AND OTHER RELATED ITEMS

5. None.

OTHER ITEMS FOR CONSIDERATION

6. None.

REPORTS & DISCUSSIONS**7A. High Level Promotions Advertising and Naming Rights Proposal**

City Manager Candice Edmondson presented the item to the City Council and advised that in May 2025, the City of Richland Hills entered into a professional services agreement with High Level Promotions (HLP) to assist in securing corporate sponsorships and naming rights for City facilities and programs. Under this agreement, HLP will market the City and its assets to potential corporate partners. There is no cost to the City to participate; however, HLP will receive 30 percent of the gross value of any sponsorships they secure on the City's behalf. Sponsorships secured independently by the City will not be subject to this commission.

This agreement does not override the City's adopted Naming Rights Policy. Any naming rights proposals involving City-owned facilities, parks or amenities will continue to require staff review and formal City Council approval.

Discussion ensued regarding utilizing sponsorship dollars specifically for the chosen facility, signage, and the proposed length of sponsorships.

Jen Clark, 6973 Hardisty Street, Richland Hills, expressed her support for the proposal but was concerned about potential vandalism.

Doug Knowlton, 2749 Spruce Park, Richland Hills, discussed proposed language for sponsorships in City parks.

COMMUNITY INTEREST ITEMS

8. Councilmember Estep advised of several upcoming events:

- Now through August 2025, Summer Camp Connect Registration, The Link;
- Now through July 4, 2025, Red, White & YOU Patriotic Parade Registration, The Link;
- Tuesday, June 10, 2025, Richland Hills Literary Club, Public Library, 6:30 p.m.;
- Thursday, June 12, 2025,
 - o Senior Lunch Bunch and Bingo, The Link, 12:00 to 2:00 p.m.;
 - o Tarrant County Food Pantry, Richland Hills Baptist Church, 5:30 to 7:00 p.m.;
- Wednesday, June 25, 2025, Pirate Academy Magic Show, The Link, 2:00 p.m.;

- Thursday, July 3, 2025, Northeast Family 4th on the 3rd, BISD Plaza, 6351 Boulevard 26, 5:00 to 10:00 p.m.;
- Friday, July 4, 2025, Red, White & YOU! Patriotic Parade, 9:00 to 11:30 a.m.;
- Every Thursday, Coffee Talk, Public Library, 10:00 to 11:30 a.m.;

Additionally, Councilmember Estep advised that he and Councilmember Goveas are in first place in an area pickleball league.

EXECUTIVE SESSION

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

None.

ADJOURNMENT

10. There being no further business to come before the City Council, Mayor Pro Tem Skier declared the meeting adjourned at 7:59 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Curtis Bergthold, Mayor

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 28, 2025

Subject: Suspension of Oncor's Rate Change Effective Date

Agenda Item:

Approve Resolution 617-25 suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates

Background Information:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

Resolution 617-25 suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

The City of Richland Hills is a member of the 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.

Financial Considerations:

N/A

Legal Review:

Lloyd Gosselink Rochelle & Townsend, P.C., the firm that provides legal representation for the Steering Committee, has reviewed Oncor's request and is recommending that cities suspend the effective date for the maximum period permitted by law.

Board/Citizen Input:

N/A

Attachments:

Resolution 617-25

Council Action Requested:

Motion to approve Resolution 617-25 suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates

RESOLUTION NO. 617-25

RESOLUTION OF THE CITY OF RICHLAND HILLS SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Richland Hills (City) a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Richland Hills is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

SECTION 1.

The July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2.

As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3.

The City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4.

It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

A copy of this Resolution shall be sent to Matthew A. Troxle, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on July 28, 2025, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

The Honorable Curtis Bergthold, Mayor

ATTEST:

Lindsay Rawlinson, City Secretary

Memorandum

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

From: Shelby Brock, Interim Fire Chief

Date: July 28, 2025

Subject: Amended NEFDA Interlocal Agreement

Agenda Item:

Approve First Amendment to Northeast Fire Department Association (NEFDA) Interlocal Agreement and authorize City Manager to sign agreement

Background Information:

The Northeast Fire Department Association (NEFDA) is made up of 14 fire departments that share special operations personnel and equipment (such as technical rescue, hazardous materials mitigation, light and air services, bomb related responses) for the benefit of all member cities. NEFDA would like to expand their membership to include the DFW Airport Fire Department. The first amendment to the Interlocal Agreement will add DFW Airport as a 15th department. There are no other changes to the NEFDA Interlocal Agreement.

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed and approved the Interlocal Agreement as presented.

Board/Citizen Input:

N/A

Attachments:

First Amendment to Northeast Fire Department Association (NEFDA) Interlocal Agreement

Council Action Requested:

Motion to approve First Amendment to Northeast Fire Department Association (NEFDA) Interlocal Agreement and authorize City Manager to sign agreement

**First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement
(Amended May 28, 2025)**

The State of Texas

Tarrant County

This First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement (this “Agreement”) is made and entered into by and between the Cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club , Watauga, Westlake, and Dallas Fort Worth International Airport Board (“DFW Airport”), herein referred to collectively as “Parties” and individually as a “Party”. The Parties to this Agreement are also known as the Northeast Fire Department Association (“NEFDA”).

WHEREAS, the Parties previously entered into that Northeast Fire Department Association (NEFDA) Interlocal Agreement dated August 14, 2014, setting forth the duties and obligations of the Parties with respect to the use and replacement of jointly-used emergency response equipment (the “Original Agreement”); and

WHEREAS, the Original Agreement was amended by the Amendments to the Interlocal Agreement Between the Northeast Fire Department Association (NEFDA) and the Cities of Bedford, Colleyville, Euless, Grapevine, Haltom City, Hurst, Keller, North Richland Hills, Richland Hills, Roanoke, Southlake, Trophy Club MUD #1, Watauga, and Westlake for the Efficient Use of Fire Equipment Which was entered into on August 14, 2014, these amendments being approved on July 11, 2019; and

WHEREAS, the Parties now desire to enter into this First Amended Northeast Fire Department Association (NEFDA) Interlocal Agreement to supersede and take the place of the Original Agreement; and

WHEREAS, the Parties desire to continue to contribute and particular in a capital replacement program for the use and replacement of jointly-used emergency response equipment and to provide other operational and training resources; and

WHEREAS, Dallas Fort Worth International Airport Board intends to participate as a full member in the operations and training resources without participate in the capital replacement program in any manner; and

WHEREAS, the Fire Chief for each of the Parties shall be a member for purposes of the operation of NEFDA (the “Members”); and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all Parties under the terms of this Agreement, it is hereby agreed as follows:

I.

Capital Replacement Funding Procedures

NEFDA has purchased over \$2.8 million in capital equipment through grant programs and its operating budget since its inception. In order to assure that major equipment can be replaced in future years, a Capital Replacement Fund will be established. Each Party, with exception of DFW Airport, will be responsible for making contributions to the Capital Replacement Fund. The contributions will be based on a schedule approved by the NEFDA Board. The funds will be placed in a depository account managed by the NEFDA Board. The NEFDA Board and the Members, with the exception of DFW Airport, will complete an annual report detailing the status of the Fund and the plan for the purchase and replacement of the jointly-used emergency response equipment. The replacement and funding schedules will be reviewed by the NEFDA Board and the Members, with the exception of DFW Airport, at an Annual Meeting. Disbursements from the Fund will be approved by the NEFDA Board and the Members, with the exception of DFW Airport, and as determined by the funding plan.

The Capital Replacement Program will be updated annually by the NEFDA Board and the Members, with the exception of DFW Airport. The NEFDA Board will meet annually, in March, prior to the budget year to approve the Capital Replacement Program and to determine the Capital Replacement funding schedule. The Capital Replacement Schedule may be adjusted as new equipment is received or as old equipment is retired. The replacement and funding schedules will be reviewed by the Members at an annual meeting that will be held in April, prior to the plan's implementation of the new fiscal year on October 1st. All operational funds will be governed by the NEFDA Board. At any time if a Federal Audit is required of Grant Funds designated for NEFDA assets, NEFDA will reimburse the Parties for any audit expenses.

The decision as to what equipment needs replacement will be made by the NEFDA Board and the Members, with the exception of DFW Airport. The decision to purchase equipment will be approved by the NEFDA Board and the Members. The purchase of the equipment will be made by the NEFDA Board and the Members. Once the equipment is purchased, it will be transferred to the appropriate Party via a transfer. This transfer will allow the equipment to be housed by the Party, and titled in the Party's name. The Party will provide loss or damage insurance for the full replacement value of the equipment and properly maintain the equipment.

The Party will assume all liability of the operation of the equipment. The Party and the NEFDA Board and the Members will determine when the equipment has reached end of useful life and is ready to be retired. The Party will return the equipment to the NEFDA. The NEFDA will dispose of the equipment in the most efficient manner while ensuring fair market value is received. In the event the Party in possession of the transferred equipment chooses to discontinue participation in the Agreement, the Party will return the equipment to NEFDA. The NEFDA Board and the Members are responsible for determining the best course of action for the equipment.

II.

Training Activities

The Parties desire to conduct training activities. Each Party agrees that all training activities will be conducted as follows:

- (1) In accordance with a training agreement as deemed necessary by the host department and executed by each participating Party;
- (2) Training costs will be billed in accordance with the executed agreement;
- (3) Each individual participating in training will be required to sign a waiver of liability document, as deemed necessary by the host department;
- (4) These requirements do not apply to mutual aid training under this Agreement.

III.

Term of Agreement / Consideration

- 2.01 Term.** The terms of this Agreement shall become effective upon approval by the governing body for each respective Party hereto and shall remain in effect for an initial term of one (1) year commencing upon the date of each Party's signature below, which term shall renew automatically annually upon the anniversary date of this Agreement unless earlier terminated by a Party as provided herein. If a Party desires to opt out, the Party must give a 90-day written notice of such intent to the NEFDA Board. If a Party opts out, this Agreement remains intact for the remaining Parties. Adding Parties to this Agreement will not affect the terms of this Agreement.
- 2.02 Consideration.** The Parties agree that sufficient consideration for this Agreement exists and is found in the cross promises set forth above and other good and valuable consideration. Each Party hereto paying for the performance of governmental functions or services shall make such payments from current

revenues legally available to the paying Party. Each Party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement. Each Party's payment is identified in Exhibit A of this Agreement as of the effective date of this Agreement. Payment schedules may be amended by the NEFDA Board with notification of changes to annual capital and operations dues provided to the Members by March 15th of each year.

IV.

Amendments

This Agreement can be amended or replaced by a majority of the Parties. All of the Parties must be notified in writing within thirty (30) days and an open forum must be held in which all of the Parties have been invited to attend. Any amendment to this Agreement will not be effective as to any Party that does not agree to the amendment.

V.

Compliance with All Applicable Laws

The Parties shall observe and comply with all Federal, State, local laws, rules, ordinances, and regulations affecting the conduct or services provided and their performance of all obligations undertaken by this Agreement.

VI.

Legal Considerations

All local, State, and Federal Laws shall supersede any provisions made in this Agreement. Any provision so effected will not negate the rest of this Agreement. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

This Agreement is performable in Tarrant County, Texas, and venue for any proceeding under this Agreement shall be in Tarrant County, Texas. This Agreement shall become binding and effective as to each individual Party upon signature by an authorized representative of such individual Party.

VII.

Liability / Governmental Immunity

All civil liability arising from the furnishing of fire/EMS protection services under this Agreement shall be assigned to the Party actually providing the equipment, services, and manpower pursuant to Texas Government Code, Section 791.006 (a-1) and the assignment of liability is intended to be different than liability otherwise assigned under Texas Government Code, Section 791.006 (a). Notwithstanding the foregoing, the fact that Parties hereto accept certain responsibilities relating to the rendering of Fire Protection and Emergency Medical Services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. No Party hereto waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

VIII.

Insurance

Each Party shall provide liability insurance to cover the operation of the equipment housed by that Party, and the acts and omissions or of its respective officers, employees, and agents' obligations under this Agreement. A Party may use a program of self-insurance to provide all or part of such liability insurance, but if so, such Party shall provide the details of such insurance to the other Parties upon request.

IX.

Non-Waiver

All rights, remedies, and privileges permitted or available to any Party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy, or privilege shall not constitute a waiver or exclusive election of rights, remedies, or privileges with respect to any other permitted or available right, remedy, or privilege. Additionally, one instance of forbearance by any Party in the enforcement of any such right, remedy, or privilege against any other Party, shall not constitute a waiver of such right, remedy, or privilege by the forbearing Party.

A default by any Party under this Agreement shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by such defaulting Party.

X.

Signature Authority

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

XI.

No Third-Party Beneficiaries

By entering into this Agreement, the Parties do not create any obligations express or implied, other than those set forth herein. This Agreement shall not create any rights in any Parties not signatory hereto.

CITY OF BEDFORD

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF COLLEYVILLE

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

DALLAS FORT WORTH International Airport

CEO Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

Attorney

CITY OF EULESS

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF GRAPEVINE

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF HALTOM CITY

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF HURST

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF KELLER

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF NORTH RICHLAND HILLS

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF RICHLAND HILLS

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF ROANOKE

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF SOUTHLAKE

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

TOWN OF TROPHY CLUB

Town Manager Date

ATTEST:

Town Secretary

APPROVED AS TO FORM:

Town Attorney

CITY OF WATAUGA

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

CITY OF WESTLAKE

City Manager Date

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A – Effective 5/28/2025

Membership Dues – Operations

City	Population (COG 2024 estimates)	Base Dues	Additional Dues (Based on 1.097 per capita)	Total Dues
Bedford	49,941	\$9,359.00	\$5,478.53	14,837.53
Colleyville	26,639	\$9,359.00	\$2,922.30	12,281.30
DFW	60,000	\$9,359.00	\$6,582.00	15,941.00
Euless	61,555	\$9,359.00	\$6,752.58	16,111.58
Grapevine	52,283	\$9,359.00	\$5,735.45	15,094.45
Haltom City	46,505	\$9,359.00	\$5,101.60	14,460.60
Hurst	40,454	\$9,359.00	\$4,437.80	13,796.80
Keller	47,476	\$9,359.00	\$5,208.12	14,567.12
North Richland Hills	73,062	\$9,359.00	\$8,014.90	17,373.90
Richland Hills	8,678	\$9,359.00	\$951.98	10,310.98
Roanoke	10,127	\$9,359.00	\$1,110.93	10,469.93
Southlake	32,195	\$9,359.00	\$3,531.79	12,890.79
Trophy Club	14,401	\$9,359.00	\$1,579.79	10,938.79
Watauga	23,775	\$9,359.00	\$2,608.12	11,967.12
Westlake	2,006	\$9,359.00	\$220.06	9,579.06
	549,097	\$140,385	\$60,235.94	200,620.94

Membership Dues – Capital

City	Population (COG 2024 estimates)	Base Dues	Additional Dues (Based on .4297 per capita)	Total Dues
Bedford	49,941	\$10,398.00	\$21,459.65	31,857.65
Colleyville	26,639	\$10,398.00	\$11,446.78	21,844.78
Eules	61,555	\$10,398.00	\$26,450.18	36,848.18
Grapevine	52,283	\$10,398.00	\$22,466.01	32,864.01
Haltom City	46,505	\$10,398.00	\$19,983.20	30,381.20
Hurst	40,454	\$10,398.00	\$17,383.08	27,781.08
Keller	47,476	\$10,398.00	\$20,400.44	30,798.44
North Richland Hills	73,062	\$10,398.00	\$31,394.74	41,792.74
Richland Hills	8,678	\$10,398.00	\$3,728.94	14,126.94
Roanoke	10,127	\$10,398.00	\$4,351.57	14,749.57
Southlake	32,195	\$10,398.00	\$13,834.19	24,232.19
Trophy Club	14,401	\$10,398.00	\$6,188.11	16,586.11
Watauga	23,775	\$10,398.00	\$10,216.12	20,614.12
Westlake	2,006	\$10,398.00	\$861.98	11,259.98
	489,097	\$145,572	\$210,164.98	355,736.98

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 28, 2025

Subject: Update of Authorized Representatives at the Federal Reserve Bank

Agenda Item:

Approve an update to the Authorized Representatives at the Federal Reserve Bank for City deposits at JP Morgan Chase Bank, N.A.

Background Information:

The purpose of this item is to add Sean Smith, Finance Director, as an Authorized Representative for approving and releasing collateral at the Federal Reserve Bank of Boston. The attached agreement form also retains current Authorized Representatives Candice Edmondson, City Manager, and Adam Harris, Senior Accountant.

For City deposits at JP Morgan Chase Bank, N.A. that are greater than the FDIC limit of \$250,000, there are collateral securities held to back the City's deposits by the Federal Reserve at the Boston location. Collateralization of deposits is required by the State and is included in the City's investment policy for the safety of the City's deposits.

Financial Considerations:

The proposed update will provide the City with the authorization to ensure that funds held at JP Morgan Chase Bank N.A. are promptly and properly collateralized.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Pledgee Agreement Form – Federal Reserve Bank of Boston

Council Action Requested:

Motion to approve an update to the Authorized Representatives at the Federal Reserve Bank for City deposits at JP Morgan Chase Bank, N.A.

Pledgee Agreement Form

To: **Federal Reserve Bank of Boston**

600 Atlantic Avenue
Boston, MA 02210

Attn: **Wholesale Operations/Joint Custody**

Tel: **800-327-0147, Option #4**

Fax: 877-973-8972

Date: 7/28/2025

We, the City of Richland Hills agree to the terms of **Appendix C** of your **Operating Circular 7**, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated B293. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

☒

NO (Instructions required for
each withdrawal)

☐

YES (Standing approval)

Provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us.
(See **Operating Circular 7, Appendix C, Section 4.3.**)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

☒

Three-party call-back

☐

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: (817) 616-3807
Fax: (817) 616-3803

Print Name: Candice Edmondson Title: City Manager
Signature: _____ Date: 7/28/2025

Telephone: (817) 616-3817
Fax: (817) 616-3803

Print Name: Adam Harris Title: Sr Accountant
Signature: _____ Date: 7/28/2025

Telephone: (817) 616-3815
Fax: (817) 616-3803

Print Name: Sean Smith Title: Finance Director
Signature: _____ Date: 7/28/2025

Pledgee Agreement Form

(page 2 of 2)

20 Federal Reserve Bank Representatives

Page 4 of 4

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

City of Richland Hills

Name of governmental unit

3200 Diana Drive

Street Address or P.O Box Number

Richland Hills, TX 76118

City, State, Zip Code

Official Signature/ **Date**

Candice Edmondson, City Manager

Printed Name and Title

Notary

State of _____

County of _____

On this ____ day of _____, 20__ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 28, 2025

Subject: Update of Authorized Representatives for TexPool

Agenda Item:

Approve Resolution 618-25 authorizing the change of Authorized Representatives for the Texas Local Government Investment Pool (TexPool)

Background Information:

The purpose of this item is to add Sean Smith, Finance Director, as an Authorized Representative to invest funds for the City of Richland Hills with TexPool. The attached resolution also retains current Authorized Representatives Candice Edmondson, City Manager, and Adam Harris, Senior Accountant. The City utilizes TexPool for investment of funds and TexPool requires formal action by City Council to make changes to Authorized Representatives.

Financial Considerations:

The proposed update will provide the City with the authorization to ensure unimpeded access to funds while allowing for the investment of these local funds.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 618-25
TexPool Resolution Amending Authorized Representatives

Council Action Requested:

Motion to approve Resolution 618-25 authorizing the change of Authorized Representatives for the Texas Local Government Investment Pool (TexPool)

RESOLUTION NO. 618-25

A RESOLUTION OF THE RICHLAND HILLS CITY COUNCIL AMENDING THE AUTHORIZED REPRESENTATIVES FOR THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL (TEXPOOL)

WHEREAS, the City of Richland Hills, Location Number 78215, is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / TexPool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, this document supersedes all previous Authorized Representative forms.

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

SECTION 1.

The individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

SECTION 2.

An Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant.

SECTION 3.

The Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an

officer, employee, or agent of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

Sean Smith, Director of Finance
ssmith@richlandhills.com
817-616-3815 Phone
817-616-3803 Fax

Candice Edmondson, City Manager
cedmondson@richlandhills.com
817-616-3807 Phone
817-616-3803 Fax

Adam Harris, Senior Accountant
aharris@richlandhills.com
817-616-3817 Phone
817-616-3803 Fax

SECTION 4.

The name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement: **Sean Smith**

SECTION 5.

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation.

APPROVED AND ADOPTED at a regular called meeting of the Richland Hills City Council on July 28, 2025, by a vote of ____ayes, ____nays, and ____abstentions.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

The Honorable Mayor Curtis Bergthold



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

*** Required Fields****1. Resolution****WHEREAS,**

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("**TexPool / Texpool Prime**"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.
Name Title

Phone Fax Email

Signature

2.
Name Title

Phone Fax Email

Signature

3.
Name Title

Phone Fax Email

Signature

1. Resolution (continued)

4.
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 20.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1150
Houston, TX 77002

Memorandum

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

From: Candice Edmondson, City Manager

Date: July 28, 2025

Subject: Update of Authorized Representatives for TexSTAR

Agenda Item:

Approve Resolution 619-25 authorizing the change of Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR)

Background Information:

The purpose of this item is to add Sean Smith, Finance Director, as an Authorized Representative to invest funds for the City of Richland Hills with TexSTAR. The attached resolution also retains current Authorized Representatives Candice Edmondson, City Manager, and Adam Harris, Senior Accountant. The City utilizes TexSTAR for investment of funds and TexSTAR requires formal action by City Council to make changes to Authorized Representatives.

Financial Considerations:

The proposed update will provide the City with the authorization to ensure unimpeded access to funds while allowing for the investment of these local funds.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Resolution 619-25
TexSTAR Amending Resolution Form

Council Action Requested:

Motion to approve Resolution 619-25 authorizing the change of Authorized Representatives for the Texas Short Term Asset Reserve Program (TexSTAR)

RESOLUTION NO. 619-25

A RESOLUTION OF THE RICHLAND HILLS CITY COUNCIL AMENDING THE AUTHORIZED REPRESENTATIVES FOR THE SHORT TERM ASSET RESERVE FUND (TEXSTAR)

WHEREAS, the City of Richland Hills (the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR"); and

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement; and

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement.

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

SECTION 1.

The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other Authorized Representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2.

This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement.

SECTION 3.

Terms used in this Resolution have the meanings given to them by the Application.

SECTION 4.

Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with

the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

Sean Smith, Director of Finance
ssmith@richlandhills.com
817-616-3815 Phone
817-616-3803 Fax

Candice Edmondson, City Manager
cedmondson@richlandhills.com
817-616-3807 Phone
817-616-3803 Fax

Adam Harris, Senior Accountant
aharris@richlandhills.com
817-616-3817 Phone
817-616-3803 Fax

SECTION 5.

The name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements: **Sean Smith**

SECTION 6.

Participant may designate other Authorized Representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

SECTION 7.

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexSTAR Participant Services receives a copy of any such amendment or revocation.

APPROVED AND ADOPTED at a regular called meeting of the Richland Hills City Council on July 28, 2025, by a vote of _____ ayes, _____ nays, and _____ abstentions.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

The Honorable Mayor Curtis Bergthold



AMENDING RESOLUTION

WHEREAS, _____

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____
2. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____
3. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____
4. Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: _____

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED _____

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

 (NAME OF PARTICIPANT)

SIGNED BY: _____
 (Signature of official)

 (Printed name and title)

ATTESTED BY: _____
 (Signature of official)

 (Printed name and title)

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....
 AUTHORIZED SIGNER

Memorandum

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

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

Date: July 28, 2025

Subject: Emergency Sewer Repairs – Baker Boulevard

Agenda Item:

Approve emergency repairs to the sewer main on Baker Boulevard from Popplewell Street to the Animal Services Center by Excel 4 Construction in the amount of \$122,950 utilizing the approved unit price contract for drainage, water and sanitary sewer repair

Background Information:

On July 22, 2025, the Public Works Department responded to a sewer main collapse along Baker Boulevard. Upon inspection, staff determined that the existing 6-inch clay sewer main running from Popplewell Street to the Animal Services Center had failed in multiple locations.

To address the issue, the line is being replaced with an 8-inch HDPE (welded poly) pipe. The replacement will cover approximately 790 linear feet and will be completed using the pipe bursting method, which is less invasive and more efficient than traditional open-cut excavation.

Excel 4 Construction began work on Thursday, July 24, with anticipated completion by Saturday, July 26. The sewer main repair is being completed under the City's existing unit price contract for drainage, water and sanitary sewer repairs. This emergency repair is authorized in accordance with the Texas Government Code (Article 2368A, Section B) and the City's purchasing policy.

Financial Considerations:

The emergency sewer repair was completed at a cost of \$122,950. Funding was available in the FY 2025 Utility Fund Budget for sewer system maintenance.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Excel 4 Construction Quote

Council Action Requested:

Motion to approve emergency repairs to the sewer main on Baker Boulevard from Popplewell Street to the Animal Services Center by Excel 4 Construction in the amount of \$122,950 utilizing the approved unit price contract for drainage, water and sanitary sewer repair



Excel 4 Construction LLC
 PO Box 4739 * Fort Worth, TX * 76164
 (817)457-3399 / (817)457-3379 fax



PROPOSAL FOR
7049 BAKER BLVD - EMERGENCY
Richland Hills, TX
 7/23/2025

ITEM	UNIT	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
1	LF	790.00	8" HDPE by Pipebursting	\$ 125.00	\$ 98,750.00
2	EA	3.00	4" Sanitary Sewer Service w/ Cleanout	\$ 2,200.00	\$ 6,600.00
3	LF	790.00	TV Inspection	\$ 10.00	\$ 7,900.00
4	EA	2.00	Connect to Existing SS Manhole	\$ 2,800.00	\$ 5,600.00
5	EA	1.00	Break & Rework Manhole Invert	\$ 3,500.00	\$ 3,500.00
6	LF	60.00	Trench Safety	\$ 10.00	\$ 600.00
					\$122,950.00

Excludes bonds, any and all fees and permits, pavement repair, sidewalk repair, curb & gutter repair, grass sod/seeding, barricades & traffic control, SW3P, erosion control.

Includes pipe & pits.

Submitted By:
 Excel 4 Construction, LLC

Luis Conchas / President
 Name/Title

Sign Date

Accepted By:
 City of Richland Hills

Name / Title

Sign Date

Memorandum

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

From: JP Duca, Director of Planning and Development Services

Date: July 28, 2025

Subject: Accessory Structure Standards Text Amendment

Agenda Item:

Consider Ordinance 1529-25 amending Chapter 90 “Zoning”, Section 4.02.01 “Accessory Structure Standards” in order to update size, setback, and general regulations for accessory structures **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 did not establish new or modern standards for accessory structures. Instead, the new ordinance recycled the accessory structure regulations that existed prior to 2014. Permitting staff has recognized that the application of such standards can be unreasonably limiting and, in some cases, prohibit improvements to property. The purpose of the proposed text amendment is to establish a more flexible ordinance that may result in higher quality development. The proposed amendments will better regulate the size, setbacks, and general standards associated with accessory structures. Text amendment documents have been attached for your reference.

Financial Considerations:

N/A

Legal Review:

The City Attorney has reviewed the draft ordinance.

Board/Citizen Input:

Planning and Zoning Commission – July 22, 2025.

- Recommended unanimous approval with alternative setback options to be presented and considered by Council

City Council – July 28, 2025.

Attachments:

Chapter 90 "Zoning", Section 4.02.01 "Accessory Structure Standards"
Existing Accessory Structure Standards
Proposed Amendments
Ordinance 1529-25

Council Action Requested:

Motion to approve Ordinance 1529-25 amending Chapter 90 "Zoning", Section 4.02.01 "Accessory Structure Standards" in order to update size, setback, and general regulations for accessory structures.

§ 4.02. Accessory Structure Standards.

90-4.02.01 Accessory Structures. The following regulations apply to permanent accessory structures as outlined below in each section for residential accessory structures, nonresidential accessory structures, and carports:

(A) Residential accessory structure requirements (excluding carports). Accessory structures must adhere to the following requirements:

(1) Dimensions.

- (a) An accessory structure shall not exceed a height of 15 feet.
- (b) An accessory structure shall not exceed 50 percent of the floor area of the principal building. If more than one accessory structure is located on the property, the total floor area of all accessory structures shall not exceed 50 percent of the floor area of the principal building.
- (c) Accessory structures shall be included in the lot coverage calculations.

(2) Location.

- (a) Accessory structures shall meet the following setback requirements:
 - 1. Front. The front setback shall be behind the front of the principal structure building face.
 - 2. Rear. The rear setback shall be five feet from the property line or out of easement, whichever establishes a greater setback.
 - 3. Side. The side setback shall be five feet from the property line or out of easement, whichever establishes a greater setback, for interior lots, and 15 feet from the property line where a lot is adjacent to a side street.
- (b) No accessory structure shall be located in front of the principal structure building face.
- (c) Accessory structures are prohibited in easements.
- (d) Accessory structures must maintain a minimum separation of five feet between exterior walls.

(3) Number.

- (a) No more than two accessory structures are permitted on a single property.
- (b) Lots larger than 30,000 square feet may have up to three accessory structures.

(4) Materials.

- (a) For accessory structures equal to or less than 440 square feet, exterior wood and metal siding with a baked-on enamel finish are permitted. Corrugated metal siding is not permitted.

- (b) Construction materials for accessory structures with a floor area over 440 square feet must comply with the exterior building material requirements for a main structure.

(B) Nonresidential accessory structures. Accessory buildings must adhere to the following requirements:

(1) Dimensions.

- (a) An accessory structure shall not exceed a height of 15 feet.
- (b) An accessory structure shall not exceed 50 percent of the floor area of the principal building. If more than one accessory structure is located on the property, the total floor area of all accessory structures shall not exceed 50 percent of the floor area of the principal building.
- (c) Accessory structures shall be included in the lot coverage calculations.

(2) Location.

- (a) Accessory structures shall meet the following setback requirements:
 - 1. Front. The front setback shall be behind the front of the principal structure building face.
 - 2. Rear. The rear setback shall be five feet from the property line or out of easement, whichever establishes a greater setback.
 - 3. Side. The side setback shall be five feet from the property line or out of easement, whichever establishes a greater setback, for interior lots, and 15 feet from the property line where a lot is adjacent to a side street.
- (b) No accessory structure shall be located in front of the principal structure building face.
- (c) Accessory structures are prohibited in easements.
- (d) Accessory structures must maintain a minimum separation of ten feet between exterior walls.

(3) Number.

- (a) No more than one accessory structure use permitted on a single property.

(4) Materials.

- (a) All accessory structures in nonresidential zoning districts must comply with the exterior building material requirements for a main structure.

(C) Carports.

- (1) Location. Locational requirements for carports within the city shall be as follows:

- (a) Front. An attached carport may extend beyond the front building line (setback line), but in no case shall the structure extend more than 25 feet from the point of attachment to the residence, or encroach upon the street right-of-way or any easement.
- (b) Side. A carport shall be set back five feet from the side property line or out of easement, whichever establishes the greater setback.
- (c) Rear. A carport shall be set back five feet from the rear property line or out of easement, whichever establishes the greater setback.
- (2) Construction. Construction requirements for carports within the city shall be as follows:
 - (a) Parking surface. Carports must be erected over an approved surface.
 - (b) Size. The roof assembly of a carport shall not exceed 25 feet in length or 25 feet in width. The inside vertical clearance of a carport shall not be less than seven feet, nor more than nine feet.
 - (c) Roof.
 - 1. Roof design and pitch of a carport shall not exceed that of the main structure.
 - 2. Carport roofs, if metal, shall be corrosion-resistant aluminum or steel painted with a baked-on enamel finish or equivalent.
 - 3. Metal roof carports must have a minimum slope of one-fourth unit vertical and 12 units horizontal (two percent).
 - (d) Walls. Carports shall have at least two open exterior walls; however, no exterior wall may extend into the required front yard.
- (3) Storage. A carport located in front of the main building shall be used to store only vehicles, including recreational vehicles, boats and trailers. All vehicles must be registered. Carports in front of the main building shall not be used to store any other items.

90-4.02.02 Swimming Pools.

- (A) Requirements. The owner of a lot zoned as residential may construct one in-ground swimming pool, or one above ground swimming pool, but not both. The location of an above ground swimming pool will be subject to the setback requirements for residential accessory structures as provided in subsection 4.02.01.(A)(2) above. The location of an in-ground swimming pool shall conform to the following setback requirements:
 - (1) SF-E Single-Family Residential Estate District.
 - (a) Front. The front setback requirement for a swimming pool shall be the front building line established in this chapter for the applicable zoning district,

provided, however, that in no case shall the pool be closer to the street than the front of the main structure.

- (b) Side. The side setback requirement for a swimming pool shall be the side building line established in this chapter for the applicable zoning district.
- (c) Rear. The rear setback requirement for a swimming pool shall be six feet.
- (2) All other residential zones. The setback requirements for a swimming pool shall be the respective building lines established in this chapter for the applicable zoning district.
- (B) Measurement. All of the foregoing setback requirements shall be measured from that portion of the pool, including decking and mechanical and electrical equipment, closest to the applicable setback line.
- (C) Easements and safety codes. Notwithstanding any provision herein to the contrary, no pool shall encroach upon the street right-of-way or any utility easement. Furthermore, notwithstanding any provision herein to the contrary, no swimming pool shall be located so as to create or constitute a violation of any building or safety code adopted by the city, including without limitation the International Residential Code and the Uniform Electrical Code.

90-4.02.03 Temporary Occupancy Structures (Buildings).

- (A) Temporary buildings may be utilized by places of worship (churches), public schools, and government agencies only. See "Temporary Occupancy Building" definition.
- (B) Places of worship (churches), public schools (kindergarten (K) through 12th grade), and government agencies shall apply for a building permit and must meet all applicable city ordinances to erect a temporary building.

90-4.02.04 Flags and Flagpoles.

- (A) Scope. The regulations set out in this section apply to flags and detached flagpoles in all zoning districts.
- (B) Setbacks. The minimum setback from any property line, overhead utility line, or public right-of-way shall be a distance equal to the vertical distance from the ground to the top of the pole.
- (C) Number and size.
 - (1) Residential Zoning Districts.
 - (a) No more than one flagpole shall be allowed per platted lot.
 - (b) The height of the flagpole shall not exceed 25 feet, measured from the natural grade.
 - (c) No more than three flags may be displayed on the flagpole located on a lot.

- (d) The size of the flag shall be appropriate for the height of the flag pole, but each individual flag shall in no event exceed 24 square feet in area.
- (e) Small flags (not to exceed 24 square feet) mounted in stanchions on the face/eaves of buildings and flags that are displayed flush to the face of the building are not limited in number.
- (2) Nonresidential and Multiple Family Zoning Districts.
 - (a) No more than three flagpoles shall be allowed per platted lot.
 - (b) The height of the flagpoles shall not exceed 30 feet, measured from the natural grade.
 - (c) No more than two flags may be displayed on the flagpole located on a platted lot.
 - (d) The size of the flag shall be appropriate for the height of the flag pole, but each individual flag shall in no event exceed 40 square feet in area.

(D) Manner of display.

- (1) Furcated poles with multiple mounting structures shall not be allowed.
- (2) Flags and insignia of any government shall be displayed in an approved manner pursuant to federal guidelines in Title 4, United States Code, Chapter 1 (the Federal Flag Code).

90-4.02.05 Wind Energy Conversion Systems.

- (A) Farm or utility systems. Wind energy conversion systems, farm or utility shall be prohibited within the city.
- (B) Small systems. Wind energy conversion systems, small are permitted, subject to the following conditions:
 - (1) Accessory use. A small wind energy system is allowed as an accessory use in all residential zoning districts.
 - (2) General standards.
 - (a) Small wind energy systems are permitted only in the rear yard.
 - (b) The minimum distance between the ground and any part of a rotor blade must be at least 20 feet.
 - (3) Freestanding systems - additional standards. Small wind energy systems may be mounted on a tower detached from other structures on the lot.
 - (a) Setback. The minimum setback from any property line, overhead utility line, or public right-of-way shall be a distance equal to the vertical distance from the ground to the tip of a wind generator blade when the tip is at its highest point unless the affected utility, property owner, or governmental entity

grants written permission for a lesser setback.

- (b) Height. Freestanding systems measured from the top blade may not exceed 45 feet in height.

[Ord. No. 1273-14, § 1(Exh. A), 5-6-2014; Ord. No. 1296-15, § 2(Exh. A), 8-18-2015]

§ 4.02. Accessory Structure Standards.

90-4.02.01 Accessory Structures. The following regulations apply to permanent accessory structures as outlined below in each section for residential accessory structures, nonresidential accessory structures, and carports:

(A) General: An accessory structure may only be permitted if it complies with the following:

- (a) An accessory structure shall be located on the same lot as the principal building, shall directly serve the principal use and building, and shall be reasonably and customarily incidental to the principal use and building;
- (b) No accessory structure shall be permitted without a primary structure being located on the same premises, unless used for agricultural purposes;
- (c) Accessory structures shall generally match the color and material of the principal building on the same lot;
- (d) In no circumstance shall the aggregate floor area of a principal building and accessory structure exceed the maximum lot coverage of the zoning district in which the property is located; and
- (e) The use of storage containers as a permanent accessory structure is prohibited. They may be allowed temporarily for moving or construction purposes but may not be located in any part of a fire lane, required parking space, maneuvering lane, or visibility triangle. A permit must be obtained from the city prior to placing a container on the property.

(B) Residential accessory structure requirements (excluding carports). Accessory structures must adhere to the following requirements:

(1) Dimensions.

- (a) An accessory structure shall not exceed two stories in height, or twenty eight (28) feet, and shall not exceed the height of the principal building, whichever is lower. ~~the height of the primary structure 15 feet.~~
- (b) An accessory structure shall not exceed fifty percent (50%) percent of the floor area principal building. ~~If more than one accessory structure is located on the property, the total floor area of all accessory structures shall not exceed 50 percent of the floor area of the principal building.~~
- (c) If more than one accessory structure is located on the property, the total floor area of all accessory structures shall not exceed sixty percent (60%) of the principal building.
- (d) The floor area of each accessory structure shall be calculated as enclosed space, excluding roofed structures such as patios, porches, decks, and similar type structures.
- (e) Accessory structures and roofed structures such as patios, porches, decks, and similar type structures shall be included in the lot coverage calculations.

(2) Location.

(a) Accessory structures shall meet the following setback requirements:

1. Front. The front setback shall be behind the front of the principal structure building face.
2. Rear. The rear setback for structures fifteen (15) feet in height or less shall be five (5) feet from the property line or out of easement, whichever establishes a greater setback. Any accessory structure exceeding fifteen (15) feet in height shall be ten (10) feet from the property line or out of easement, whichever establishes a greater setback.
3. Side. The side setback shall be contingent upon structure height as follows: ~~five feet from the property line or out of easement, whichever establishes a greater setback, for interior lots, and 15 feet from the property line where a lot is adjacent to a side street.~~

<u>Building Height</u>	<u>Side Yard – Interior</u>	<u>Side Yard - Street</u>
15 feet or smaller	5 feet	Base zoning - same as primary
15 feet one inch or taller	Base zoning - same as primary	Base zoning - same as primary

- (b) No accessory structure shall be located in front of the principal structure's building face.
- (c) Accessory structures are prohibited in easements.
- (d) Accessory structures must maintain a minimum separation of five (5) feet between exterior walls.

(3) Number.

- (a) No more than two (2) accessory structures are permitted on a single property.
- (b) Lots larger than thirty thousand (30,000) square feet may have up to three (3) accessory structures.

(4) Materials.

- (a) For accessory structures equal to or less than four hundred and forty (440) square feet, exterior wood and metal siding with a baked-on enamel finish are permitted. Corrugated metal siding is not permitted
- (b) Construction materials for accessory structures with a floor area over four hundred and forty (440) square feet must comply with the exterior building material requirements for a main structure.

(C) Nonresidential accessory structures. Accessory buildings must adhere to the following requirements:

(1) Dimensions.

- (a) An accessory structure shall not exceed a the height of the principal building or thirty-five (35) feet, whichever is lower ~~15 feet.~~

(b) An accessory structure shall not exceed fifty percent (50%) of the principal building. If more than one accessory structure is located on the property, the total floor area of all accessory structures shall not exceed fifty percent (50%) of the ~~floor area~~ of the principal building.

(c) Accessory structures shall be included in the lot coverage calculations.

(2) Location.

(a) Accessory structures shall meet the following setback requirements:

1. Front. The front setback shall be behind the front of the principal structure's building face.
2. Rear. The rear setback shall be five (5) feet from the property line or out of easement, whichever establishes a greater setback. *For rear yards adjacent to residential lots, base zoning setback requirements shall be applied.*
3. Side. The side setback shall be five (5) feet from the property line or out of easement, whichever establishes a greater setback, for interior lots, and fifteen (15) feet from the property line where a lot is adjacent to a side street. *For side yards adjacent to residential lots, base zoning setback requirements shall be applied.*

(b) No accessory structure shall be located in front of the principal structure's building face.

(c) Accessory structures are prohibited in easements.

(d) Accessory structures must maintain a minimum separation of ten feet between exterior walls.

(3) Number.

(a) No more than one accessory structure *shall be permitted on a use permitted on a single nonresidential property.*

(4) Materials.

(a) All accessory structures in nonresidential zoning districts must comply with the exterior building material requirements for a main structure.

(D) Carports.

(1) Location. Locational requirements for carports within the city shall be as follows:

(a) Front. An attached carport may extend beyond the front building line (setback line), but in no case shall the structure extend more than 25 feet from the point of attachment to the residence, or encroach upon the street right-of-way or any easement.

(b) Side. A carport shall be set back five feet from the side property line or out of easement, whichever establishes the greater setback.

(c) Rear. A carport shall be set back five feet from the rear property line or out of

easement, whichever establishes the greater setback.

(2) Construction. Construction requirements for carports within the city shall be as follows:

- (a) Parking surface. Carports must be erected over an approved surface.
- (b) Size. The roof assembly of a carport shall not exceed 25 feet in length or 25 feet in width. The inside vertical clearance of a carport shall not be less than seven feet, nor more than nine feet.
- (c) Roof.
 - 1. Roof design and pitch of a carport shall not exceed that of the main structure.
 - 2. Carport roofs, if metal, shall be corrosion-resistant aluminum or steel painted with a baked-on enamel finish or equivalent.
 - 3. Metal roof carports must have a minimum slope of one-fourth unit vertical and 12 units horizontal (two percent).
- (d) Walls. Carports shall have at least two open exterior walls; however, no exterior wall may extend into the required front yard.
- (3) Storage. A carport located in front of the main building shall be used to store only vehicles, including recreational vehicles, boats and trailers. All vehicles must be registered. Carports in front of the main building shall not be used to store any other items.

(E) Adjustments. The Zoning Administrator or their designee shall be authorized to make minor adjustments so that minor deviations may be resolved administratively. Minor adjustments shall be limited to dimensional adjustments that do not constitute a decrease of more than twenty percent (20%) for setbacks and building design (i.e., architectural design of the accessory structure)."

[Ord. No. 1273-14, § 1(Exh. A), 5-6-2014; Ord. No. 1296-15, § 2(Exh. A), 8-18-2015]

ORDINANCE NO. 1529-25

AN ORDINANCE AMENDING CHAPTER 90, "ZONING," OF THE RICHLAND HILLS CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF RICHLAND HILLS; AMENDING SUBSECTION 90-4.02.01, "ACCESSORY STRUCTURES," OF SECTION 4.02, "ACCESSORY STRUCTURE STANDARDS," OF ARTICLE 4, "SITE DEVELOPMENT REQUIREMENTS," TO AMEND THE REGULATIONS OF ACCESSORY STRUCTURES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richland Hills, Texas (the "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 of the City, all in accordance with a comprehensive plan; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission on July 22, 2025, and thereafter by the City Council on July 28, 2025, with respect to the proposed use changes described herein; and

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

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

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

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

SECTION 1.

Subsection 90-4.02.01, "Accessory Structures," of Section 4.02, "Accessory Structure Standards," of Article 4, "Site Development Requirements," of Chapter 90, "Zoning," is hereby amended to read as follows:

"§ 4.02 Accessory Structure Standards.

90-4.02.01 Accessory Structures. The following regulations apply to permanent accessory structures as outlined below in each section for residential accessory structures, nonresidential accessory structures, and carports:

(A) General. An accessory structure may only be permitted if it complies with the following:

- (1) An accessory structure shall be located on the same lot as the principal building, shall directly serve the principal use and building, and shall be reasonably and customarily incidental to the principal use and building;
- (2) No accessory structure shall be permitted without a primary structure being located on the same premises, unless used for agricultural purposes;
- (3) Accessory structures shall generally match the color and material of the principal building on the same lot;
- (4) In no circumstance shall the aggregate floor area of a principal building and accessory structure exceed the maximum lot coverage of the zoning district in which the property is located; and
- (5) The use of storage containers as a permanent accessory structure is prohibited. They may be allowed temporarily for moving or construction purposes but may not be located in any part of a fire lane, required parking space, maneuvering lane, or visibility triangle. A permit must be obtained from the city prior to placing a storage container on the property.

(B) Residential accessory structure requirements (excluding carports). Accessory structures must adhere to the following requirements:

(1) Dimensions.

- (a) An accessory structure shall not exceed two stories in height, or twenty eight (28) feet, and shall not exceed the height of the principal building, whichever is lower.
- (b) An accessory structure shall not exceed fifty percent (50%) of the principal building.

- (c) If more than one accessory structure is located on the property, the total floor area of all accessory structures shall not exceed sixty percent (60%) of the principal building.
- (d) The floor area of each accessory structure shall be calculated as enclosed space, excluding roofed structures such as patios, porches, decks, and similar type structures.
- (e) Accessory structures and roofed structures such as patios, porches, decks, and similar type structures shall be included in the lot coverage calculations.

(2) Location.

(a) Accessory structures shall meet the following setback requirements:

- 1. Front. The front setback shall be behind the front of the principal structure's building face.
- 2. Rear. The rear setback for structures fifteen (15) feet in height or less shall be five (5) feet from the property line or out of easement, whichever establishes a greater setback. Any accessory structure exceeding fifteen (15) feet in height shall be ten (10) feet from the property line or out of easement, whichever establishes a greater setback.
- 3. Side. The side setback shall be contingent upon structure height as follows:

<u>Building Height</u>	<u>Side Yard – Interior</u>	<u>Side Yard - Street</u>
15 feet or smaller	5 feet	Base zoning - same as primary
15 feet one inch or taller	Base zoning - same as primary	Base zoning - same as primary

- (a) No accessory structure shall be located in front of the principal structure's building face.
- (b) Accessory structures are prohibited in easements.
- (c) Accessory structures must maintain a minimum separation of five (5) feet between exterior walls.

(3) Number.

- (a) No more than two (2) accessory structures are permitted on a single property smaller than thirty thousand (30,000) square feet.
- (b) Lots larger than thirty thousand (30,000) square feet may have up to three (3) accessory structures.

(4) Materials.

- (a) For accessory structures equal to or less than four hundred and forty (440) square feet, exterior wood and metal siding with a baked-on enamel finish are permitted. Corrugated metal siding is not permitted.
- (b) Construction materials for accessory structures with a floor area over four hundred and forty (440) square feet must comply with the exterior building material requirement for a main structure.

(C) Nonresidential accessory structures. Accessory buildings must adhere to the following requirements:

(1) Dimensions.

- (a) An accessory structure shall not exceed the height of the principal building or thirty-five (35) feet, whichever is lower.
- (b) An accessory structure shall not exceed fifty percent (50%) of the principal building. If more than one accessory structure is located on the property, the total floor area of all accessory structures shall not exceed fifty percent (50%) of the principal building.
- (c) Accessory structures shall be included in the lot coverage calculations.

(2) Location.

(a) Accessory structures shall meet the following setback requirements:

- 1. Front. The front setback shall be behind the front of the principal structure building face.
 - 2. Rear. The rear setback shall be five (5) feet from the property line or out of easement, whichever establishes a greater setback. For rear yards adjacent to residential lots, base zoning setback requirements shall be applied.
 - 3. Side. The side setback shall be five (5) feet from the property line or out of easement, whichever establishes a greater setback, for interior lots, and fifteen (15) feet from the property line where a lot is adjacent to a side street. For side yards adjacent to residential lots, base zoning setback requirements shall be applied.
- (b) No accessory structure shall be located in front of the principal structure's building face.
 - (c) Accessory structures are prohibited in easements.

- (d) Accessory structures must maintain a minimum separation of ten (10) feet between exterior walls.

(3) Number.

- (a) No more than one accessory structure shall be permitted on a single nonresidential property.

(4) Materials.

- (a) All accessory structures in nonresidential zoning districts must comply with the exterior building material requirements for a main structure.

(D) Carports.

(1) Location. Locational requirements for carports within the City shall be as follows:

- (a) Front. An attached carport may extend beyond the front building line (setback line), but in no case shall the structure extend more than twenty five (25) feet from the point of attachment to the residence or encroach upon the street right-of-way or any easement.
- (b) Side. A carport shall be set back five (5) feet from the side property line or out of easement, whichever establishes the greater setback.
- (c) Rear. A carport shall be set back five (5) feet from the rear property line or out of easement, whichever establishes a greater setback.

(2) Construction. Construction requirements for carports within the City shall be as follows:

- (a) Parking surface. Carports must be erected over an approved surface.
- (b) Size. The roof assembly of a carport shall not exceed twenty five (25) feet in length or twenty five (25) feet in width. The inside vertical clearance of a carport shall not be less than seven feet, nor more than nine feet.
- (c) Roof.
 - 1. Roof design and pitch of a carport shall not exceed that of the main structure.
 - 2. Carport roofs, if metal, shall be corrosion-resistant aluminum or steel painted with a baked-on enamel finish or equivalent.
 - 3. Metal roof carports must have a minimum slope of one-fourth unit vertical and twelve (12) units horizontal (two percent).

(d) Walls. Carports shall have at least two (2) open exterior walls; however, no exterior wall may extend into the required front yard.

(3) Storage. A carport located in front of the main building shall be used to store only vehicles, including recreation vehicles, boats, and trailers. All vehicles must be registered. Carports in front of the main building shall not be used to store any other items.

(E) Adjustments. The Zoning Administrator or their designee shall be authorized to make minor adjustments so that minor deviations may be resolved administratively. Minor adjustments shall be limited to dimensional adjustments that do not constitute a decrease of more than twenty percent (20%) for setbacks and building design (i.e., architectural design of the accessory structure)."

SECTION 2.

ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING

The City Council finds that the changes to the zoning districts, boundaries, regulations, and uses as herein established have been made in accordance with the City's zoning code and comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to efficiently plan, control, and organize development, lessen congestion in the streets, secure safety from fire, panic, flood, and other dangers, provide adequate light and air, prevent overcrowding of land, avoid undue concentration of population, and facilitate the adequate provision of transportation, water, sewerage, parks, and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

SECTION 3.

ORDINANCE CUMULATIVE

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

SECTION 4.

RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 90 of the Richland Hills Code, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same

shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. PROVISIONS SEVERABLE

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

SECTION 6. PENALTY CLAUSE

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense. Each day that a violation exists shall constitute a separate offense. In addition, any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance may be subjected to such civil penalties as authorized by law.

SECTION 7 PUBLICATION CLAUSE

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

SECTION 8. EFFECTIVE DATE

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

PASSED AND APPROVED at a regular meeting of the Richland Hills City Council on July 28, 2025, 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: July 28, 2025

Subject: Glenview Drive Reconstruction – Professional Services Agreement

Agenda Item:

Consider Professional Services Agreement with Kimley-Horn and Associates, Inc. for design and engineering services for the Glenview Drive reconstruction project

Background Information:

On November 11, 2024, City Council approved a Professional Services Agreement with Kimley-Horn and Associates, Inc. to provide preliminary engineering and planning services for the Glenview Drive project. The scope of work included a traffic study, development of conceptual layout options and typical roadway sections, and an evaluation of the feasibility, costs, and benefits of reconstructing the corridor in alignment with the City's long-term goals. Kimley-Horn also prepared visual renderings and facilitated public meetings with residents and stakeholders to gather input and share project information.

During the Capital Projects Workshop on May 20, 2025, City Council held a detailed discussion on the Glenview Drive project. City staff and representatives from Kimley-Horn were present to provide project information and respond to questions. Following the discussion, City Council directed staff and the consultant team to proceed with the design and engineering of a four-lane roadway.

Kimley-Horn has prepared a Professional Services Agreement to provide design and engineering services for the Glenview Drive reconstruction project. The project scope will include preliminary and final design for the following elements: roadway, traffic signal, storm drain, water line, sanitary sewer line, signing and marking, traffic control phasing, sidewalks and streetlights. The limits of construction are within the city limits of Richland Hills along Glenview Drive from the intersection of Boulevard 26 to east of Booth Calloway Road which is approximately 5,100 linear feet.

As part of the design and engineering services, Kimley-Horn will also provide bidding services, a topographic survey, geotechnical analysis, subsurface utility engineering, construction site visits and inspections, and easement and right-of-way document preparation.

Financial Considerations:

Kimley-Horn will provide design and engineering, bidding services, a topographic survey, and geotechnical analysis for a lump sum of \$1,055,000. Additional services including construction phase support, subsurface utility engineering, preparation of easement and right-of-way documents, and public meeting assistance will be billed on an hourly basis, not to exceed \$205,000. The total cost for Kimley-Horn's complete design and engineering services is \$1,260,000.

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

Professional Services Agreement

Council Action Requested:

Motion to approve Professional Services Agreement with Kimley-Horn and Associates, Inc. for design and engineering services for the Glenview Drive reconstruction project

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

THIS AGREEMENT is made this _____ day of _____, 2025, by and between CITY OF RICHLAND HILLS, TEXAS ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant").

NAME OF PROJECT: Glenview Drive Improvements ("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. 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: KIMLEY-HORN AND ASSOCIATES, INC.
 - Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
 - Account Number: 2073089159554
 - ABA#: 121000248
 - 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: July 23, 2025

July 25, 2025

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

Re: "Exhibit A"
Glenview Drive Improvements

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 final design of Glenview Drive (within the city limits of Richland Hills, Texas) from Boulevard 26 to east of Booth Calloway Road. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

The project scope will include preliminary and final design for the following elements: roadway, traffic signal, storm drain, water line, sanitary sewer line, sidewalks, signing and marking, traffic control phasing and streetlights. The limits of construction are within the city limits of Richland Hills, TX along Glenview Drive from the intersection of Boulevard 26 to east of Booth Calloway Road which is approximately 5,100 linear feet.

Scope of Services

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

Task 1: Preliminary and Final Design

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. Conduct up to three (3) site visits to observe pre-construction conditions, review topographic features, and to review the design performed as part of this task prior to bidding the project.
- C. Prepare for, attend, and conduct up to ten (10) project meetings with the City to discuss the design/project.
- D. Review the topographic survey prepared as part of Task 4. Consultant will convert the survey information into the format of the design plans (drafting, lineweights, linetypes and 3-D surfaces).
- E. Prepare a typical section for the proposed roadway. The typical section is a 4-lane undivided concrete, curb and gutter roadway with sidewalks in the parkway. It is anticipated that the pavement section will consist of an integral concrete curb and gutter.
- F. Design a variable width sidewalk along both sides of Glenview Drive. Curb ramps will be installed at the side streets.

- G. Design approximately 3,300 linear feet of 6" to 12" diameter sanitary sewer line along and crossing Glenview Drive within the limits of construction. The purpose of this design is to construct a new sanitary sewer line to replace the existing sanitary sewer line located along Glenview Drive and the side streets. Consultant will show the existing sanitary sewer lines based upon Texas811 markings (surveyed) and appurtenances in the field and Consultant will review available record drawings to check the locations. Consultant will request the City to provide CCTV of the existing sanitary sewer line. Consultant will meet with the City one time to discuss the location of the sanitary sewer lines. Once the City provides feedback/comments on the final horizontal locations of the sanitary sewer line locations at 60%, Consultant will address one round of comments regarding the horizontal location sewer lines before moving forward with 60% design. Changes to the proposed location on the sewer line by the City after the design proceeds at 60% and 90%, will be considered Additional Services.
- H. Design approximately 5,300 linear feet of 6" to 12" diameter water line along and crossing Glenview Drive within the limits of construction. The purpose of this design is to construct a new water line to replace the existing water line located along Glenview Drive and the side streets. Consultant will show the existing water lines based upon Texas811 markings in the field and visual appurtenances and Consultant will review available record drawings to check the locations. Consultant will meet with the City one time to discuss the location of the water line. Once the City provides feedback/comments on the final horizontal locations of the water line location at 60%, Consultant will address one round of comments regarding the horizontal location water lines before moving forward with 60% design. Changes to the proposed location on the water line by the City after the design proceeds at 60% and 90%, will be considered Additional Services.
- I. Design a traffic signal at the intersections of Glenview Drive and Ruth Road as well as Glenview Drive and Booth Calloway Road. The traffic signal design will include the location of signal poles, mast arms, pedestal poles, APS push buttons, cabinet and controller, electrical services and detection equipment. The traffic signal design also includes the design of conduit layout and wiring schedule. All traffic signal standards shall be per TxDOT details and specifications.
- J. Prepare an existing and proposed drainage area map. Offsite topography will be based upon available LIDAR data. Onsite drainage area delineations will be based upon the topographic survey obtained in Task 4. If the contributing area is above 100 acres, a unit hydrograph method will be used to determine major storm water conveyance structures.
- K. Design an internal storm drain system including underground storm drain pipe, manholes and inlets along the corridor (approximately 4,200 linear feet). The design will include determining the size and location of the storm drain system and curb inlets. The calculations will be based upon the Rational Method and a standard HGL spreadsheet will be used to determine the size of the storm drain system.
- L. Prepare detailed traffic control plans and phasing exhibit for the construction of the roadway, utilities and signals. The traffic control sheets will also include typical sections and a narrative. The intent of the design is to keep one lane of traffic and/or half the major intersections open during construction.
- M. Prepare construction plans for the project. The construction plans will consist of the following sheets:
1. Cover Sheet
 2. General Notes
 3. Index Sheet
 4. Dimensional Control/Borings
 5. Removal Sheets
 6. Paving Plan and Profile
 7. Typical Sections
 8. Cross Sections (every 50')
 9. Intersection Grading Sheets
 10. Traffic Signal Design
 11. Water Line Design

12. Sanitary Sewer Line Design (Plan and Profiles, Laterals)
 13. Drainage Area Maps
 14. Storm Drainage Calculations
 15. Storm Design (Plan and Profiles, Laterals)
 16. Signing and Marking Sheets
 17. Erosion Control Sheet
 18. Detailed Traffic Control Phasing Sheets
 19. Street Light Sheets and Details
 20. General Construction Details
 21. TxDOT Details (where appropriate)
- N. Coordinate with franchise utility companies by providing construction plans to the companies and notifying them of potential conflicts. Consultant will provide the franchise utility companies plans at 60%, 90%, and final submittals. Franchise utility companies typically do not start their designs until 90% plans are provided.
- O. Prepare 60% and 90% construction plans and opinion of probable construction costs (OPCC). Consultant will submit the 60% and 90% construction plans to the City for review and comment. Contract documents will be provided to the City at 90%. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- P. Address the 60% and 90% comments and prepare final construction plans and contract documents. A final OPCC will be prepared and provided to the City.
- Q. Prepare contract documents and project specifications for the project. It is anticipated the City will use the North Central Texas Council of Government's (NCTCOG) standard contract documents.
- R. The project will be registered with TDLR. Fees associated with the registration, review, and inspection are included in this scope. Consultant will hire a licensed subcontractor to register, review, and inspect the project for such services.

Meetings:

- Kickoff meeting
- Existing utility meeting (water and sanitary sewer)
- 60% plan review meeting
- 90% plan review meeting
- Final plan review meeting
- Bi-Monthly Touchbase meetings

Deliverables:

- 60% construction plans (22"x34") and 60% OPCC (PDF only).
- 90% construction plans (22"x34"), contract documents and 90% OPCC (PDF only).
- Two (2) hard copies of the final construction plans (Half Size – 11"x17") and contract documents (8.5"x11"), and pdf copies of final OPCC (actual quantities and bid quantities). This information will be provided to the City.

Consultant will provide three (3) hard copies of final construction plans (2-11"x17", 1-22"x34") and contract documents (8.5"x11"), a pdf copy of construction plans and AutoCAD files to the contractor.

Task 2: Bidding Phase Services

- A. Consultant will assist the City in bidding the project. This task consists of answering questions from the bidders during the bidding process, issuing addendums (when appropriate), preparing the bid tabulations, reviewing the qualifications/previous project experience provided by the apparent low bidder, and provide a summary of bid/bidder evaluation to the City. This task assumes the project will be bid one time. This scope includes bidding one additive alternate or alternate bid. This scope includes preparing for or attending a pre-bid meeting. Bidding the project more than one time is considered Additional Services. The Consultant will provide five (5) copies of the contract to be used for contractor and City execution purposes, as well as one (1) copy of the contract documents with no pricing. Additional copies of the plans/specifications for the preconstruction meeting are included in the Construction Phase Services task.

Meetings:

- Pre-Bid meeting, if necessary

Deliverables:

- Bid tabulation
- Notice of award letter
- Summary of reference call(s) responses
- Recommendation of lowest responsible bidder

Task 3: Construction Phase Services

This task consists of Consultant performing Construction Phase Services which may include the following subtasks. The budget for this task is based upon 300 hours of effort for staff that will be anticipated to work on the project during construction which may include administrative staff and professional engineers. Exceeding the budgeted amount will be considered Additional Services.

- A. Pre-Construction Conference. Consultant will conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of Consultant judgment. Based on information obtained during such visits and such observations, Professional will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep City informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of

construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- C. Recommendations with Respect to Defective Work. Consultant will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- D. Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.
- E. Change Orders. Consultant may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Shop Drawings, Submittals and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit (including data on materials, schedules, traffic control plans and SWPP), but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- G. Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- H. Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be solely for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- I. Disputes between City and Contractor. Consultant will render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- J. Consultant will review applications for payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will

recommend amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- K. Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.
- L. Substantial Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, Consultant considers the Work substantially complete, Consultant will notify City and Contractor.
- M. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- N. Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- O. Prepare record drawings provided by the Contractor and the City to Consultant. Record drawings shall show significant changes reported by the Contractor or made to the design by the Consultant. Record drawings are not guaranteed to be as-built, but will be based on information made available. Record drawings will be provided in pdf and AutoCAD format.

Task 4: Topographic Survey

Consultant, through its subconsultant, will provide topographic survey approximately 5,100 linear feet along Glenview Drive from the intersection of Boulevard 26 to Booth Calloway Road and 100 ft up each of the

side streets and 10' beyond ROW. Subconsultant will be responsible for obtaining the right of entry. Other subtasks for this task consist of:

- A. Establish horizontal control points.
- B. Establish a vertical control benchmark circuit as needed throughout the project. The City will provide established monument information for the area.
- C. Set horizontal and vertical control points, which shall be based on NAD 83 and NAVD 88.
- D. Perform a survey to identify and locate existing topographic along each street and intersection described above. The following items will be surveyed:
 - Property corner monumentation
 - Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - Existing storm drain inlets, manholes, junction boxes (including culvert sizes and invert elevations)
 - Outfalls and erosion control
 - Trees (3" and larger)
 - Utility manholes (including rims/inverts), vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - Signs (excluding temporary signs)
 - Buildings and permanent structures
 - Retaining walls
 - Landscaping
 - Fence limits and material types (excluding temporary fences)
 - Concrete abutments and riprap
 - Culverts/ flume
 - Downstream and upstream sanitary sewer manholes
- E. Perform cross-sections throughout project limits at 50-foot intervals and at grade breaks.
- F. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field and an ASCII coordinate file of the points located in the field.

Task 5: Easement and Right of Way Document Preparation (Allowance)

This scope includes a subconsultant preparing potential easement documentation on behalf of the City. The City shall be responsible for providing any legal reviews of the agreements and providing the appropriate easement language. All costs associated with the purchase of the easement shall be paid for by the City. The City shall be responsible for any official filings of the easement with the City, County and other entities.

For the purpose of this budget, a budget of \$2,500 per easement document (temporary or permanent) has been estimated.

Task 6: Geotechnical Analysis

Consultant, through its subconsultant, will provide geotechnical testing services of subsurface conditions for this project. The geotechnical analysis will identify the types of soils present and subsurface soil conditions. Ten (10) bores will be performed to determine the soil conditions. The geotechnical engineer

will recommend a pavement section to be relied upon in the design. A geotechnical study will be provided to the City for their records.

Task 7: Subsurface Utility Engineering (Allowance)

This task will begin only upon authorization from the City and will only be billed with invoices from the subconsultant (as needed).

All Subsurface Utility Engineering (SUE) services provided for this project will be completed in conformance with the ASCE/CI 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" and performed through our subconsultant.

Based upon our understanding of the project's requirements, the general description of the scope of work involves researching available existing utility records and performing in-field utility designating (Quality Level A and B) with the objective of finding and mapping the horizontal and vertical location of existing utilities, within specified limits of this project listed below in the assumptions.

A. Records Research will consist of the following:

- Contact the applicable "one call" agency and acquire records from all available utility owners including local municipalities (cities, counties, etc.), and City.
- Perform in-field visual site inspection. Compare utility record information with actual field conditions. Record indications of additional utility infrastructure and visual discrepancies with record drawings.
- Interview available utility owners for needed clarification, resolution of found discrepancies, and details not provided on the record drawings.

B. The Designating Effort (Level B) will consist of the following:

- Select and employ the appropriate suite of industry standard geophysical equipment to search for existing utilities within the limits specified on the project. For metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable) electromagnetic induction, and magnetic equipment will be employed. We will attempt to designate non-metallic/non-conductive utilities using other proven methods, such as rodding, probing, and Ground Penetrating Radar (GPR). As agreed to with the City, this scope of work consists of mapping of the following utilities: water, wastewater, natural gas, gas/oil pipelines, electric, telephone, fiber, duct banks, cable TV, and storm sewer. Unless specifically requested, utility service lines and irrigation lines are not included in this scope.
- Interpret the surface geophysics, and mark the indications of utilities with paint or pin flags on the ground surface for subsequent depiction on deliverable utility maps. The existing utilities will be designated within the project limits.
- Record all marks on electronic field sketches and correlate such data with utility records and above ground appurtenances obtained from visual inspection to resolve differences and discrepancies. Denote any utilities found where ownership/utility type is not available from records as "unknown" facilities.
- Survey the existing utility designating marks and above ground utility appurtenances according to the project control and record the data for subsequent depiction on the plan deliverables.
- We do not anticipate maintenance of traffic for lane closures will be required for completion of designating (Quality Level B) work on this project. Normal traffic control, which is part of Quality Level B service, is considered standard placement of traffic cones and freestanding warning signage. Traffic control requiring lane closures, traffic detouring, police support, flag persons, etc. is considered additional and may be added to the scope of work at the request of the City.

C. Level B SUE will be completed for the following:

- Underground franchise utilities along Glenview Drive from Boulevard 26 to Booth Calloway Road
- Level B SUE will be provided as needed for Level A test holes.

- Consultant will provide an exhibit to the City and proposed estimated cost for approval prior to beginning Level B SUE.
- D. The Locating Effort (Level A) will consist of the following:
- Employ vacuum excavation to verify horizontal and vertical location of existing utility at up to twenty (20) test hole locations as determined by the Consultant. The following information will be provided:
 - o Utility type
 - o Size
 - o Material
 - o Depth to top of line
 - o General direction
 - Original fill material will be replaced in six (6) inch compacted lifts, base material and surface pavement will be completed in place as necessary.
 - Subconsultant will notify surveyor when bore holes have been completed. Surveyor to acquire location data and provide to Consultant for incorporation in design survey.
 - Consultant will provide an exhibit to the City and proposed estimated cost for approval prior to beginning Level B SUE.
- E. Traffic Control permits will be prepared and obtained as needed.

Task 8: Public Meeting Support

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.

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. Permitting beyond what is presented in the scope of services;
- B. Preparation of permits for various agencies, which include the Federal Emergency Management Agency (FEMA) and the United States Army Corps of Engineers (USACE);
- C. Development of Storm Water Pollution Prevention Plan/NOI;
- D. Hydraulic or hydrologic modeling (HEC-RAS, HEC-HMS);
- E. Additional design milestone submittals other than 60%, 90% and Final;
- F. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above;
- G. Preparation and/or design of landscape and/or irrigation plans;
- H. Preparation of a tree inventory or tree mitigation plan;
- I. Preparation and/or design of traffic control, pavement marking, or other traffic safety plans (other than what is described in the Scope);

- J. Assist the City as an expert witness in litigation and in connection with the project or in hearings before approving and regulatory agencies; and
- 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 July 2025 and will have Tasks 1, 2 and 4 - 8 completed by Summer of 2026. Task 3 is anticipated to begin during the Fall of 2026.

Fee and Expenses

Consultant will perform the services in Task 1,2,4, and 6 for the lump sum (LS) fee of \$1,055,000. 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.

Lump Sum

Task 1 Design	\$ 925,000
Task 2 Bidding Phase Services	\$ 25,000
Task 4 Topographic Survey	\$ 75,000
Task 6 Geotechnical Analysis	\$ 30,000
Lump Sum Total:	\$1,055,000

Consultant will perform the Services in Tasks 3, 5, 7 and 8 on a labor fee plus expense basis (HR) of \$205,000. 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.

Hourly Services

Task 3 Construction Phase Services	\$ 80,000
Task 5 Easement and Right of Way Document Preparation (Allowance)	\$ 25,000
Task 7 Subsurface Utility Engineering (Allowance)	\$ 90,000
Task 8 Public Meeting Support	\$ 10,000
Hourly Services Total:	\$205,000

Total Overall Budget: \$1,260,000

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, unless otherwise specified in the contract.

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	\$175 - \$260
Consultant	\$250 - \$315
Senior Consultant I	\$275 - \$380
Senior Consultant II	\$370 - \$400
Senior Technical Support	\$170 - \$295
Support Staff	\$115 - \$160
Technical Support	\$130 - \$165

Effective through December 31, 2025

Subject to periodic adjustment thereafter

Memorandum

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

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

Date: July 28, 2025

Subject: Street Improvement Projects

Agenda Item:

Street Improvement Projects

Background Information:

Staff will provide an update on the FY 2025 street improvement projects.

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: Candice Edmondson, City Manager

Date: July 28, 2025

Subject: May and June Department Monthly Reports

Agenda Item:

May and June Department Monthly Reports

Background Information:

Attached are the monthly Department Reports. If you have any questions regarding the reports, please contact me or the appropriate Department Head.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

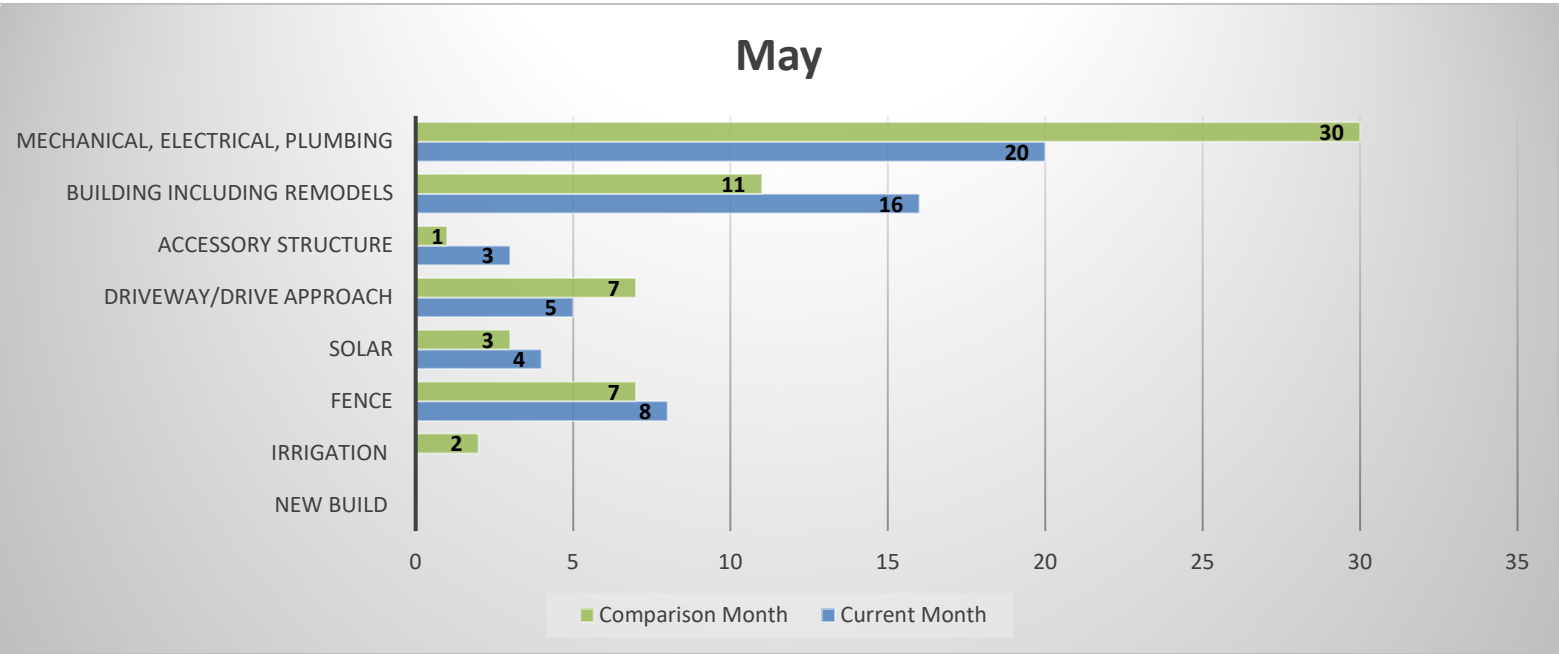
Attachments:

May and June Department Reports

Council Action Requested:

No Council Action

Development Services



	Mechanical Electrical Plumbing	Building Including Remodels	Accessory Structure	Driveway Drive Approach	Solar	Fence	Irrigation	New Build
Current Month Residential	15	15	3	4	4	8	0	0
Current Month Commercial	5	1	0	1	0	0	0	0
Current Fiscal Year 2024-2025	146	150	11	16	23	61	2	57
Previous Month Residential	25	11	1	6	3	6	2	0
Previous Month Commercial	5	0	0	1	0	1	0	0

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2024-2025
Sign Permit	4	1	17
ROW Permit	9	21	101
Garage Sale Permit	30	16	143
Zoning, SUP, Code Consults	0	3	12
Pool Permits	1	1	2

Business Summary

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2024-2025
Registered Rental CO's	0	4	42
Issued Commercial CO's	4	5	19
Mobile Food Vendor	5	0	11

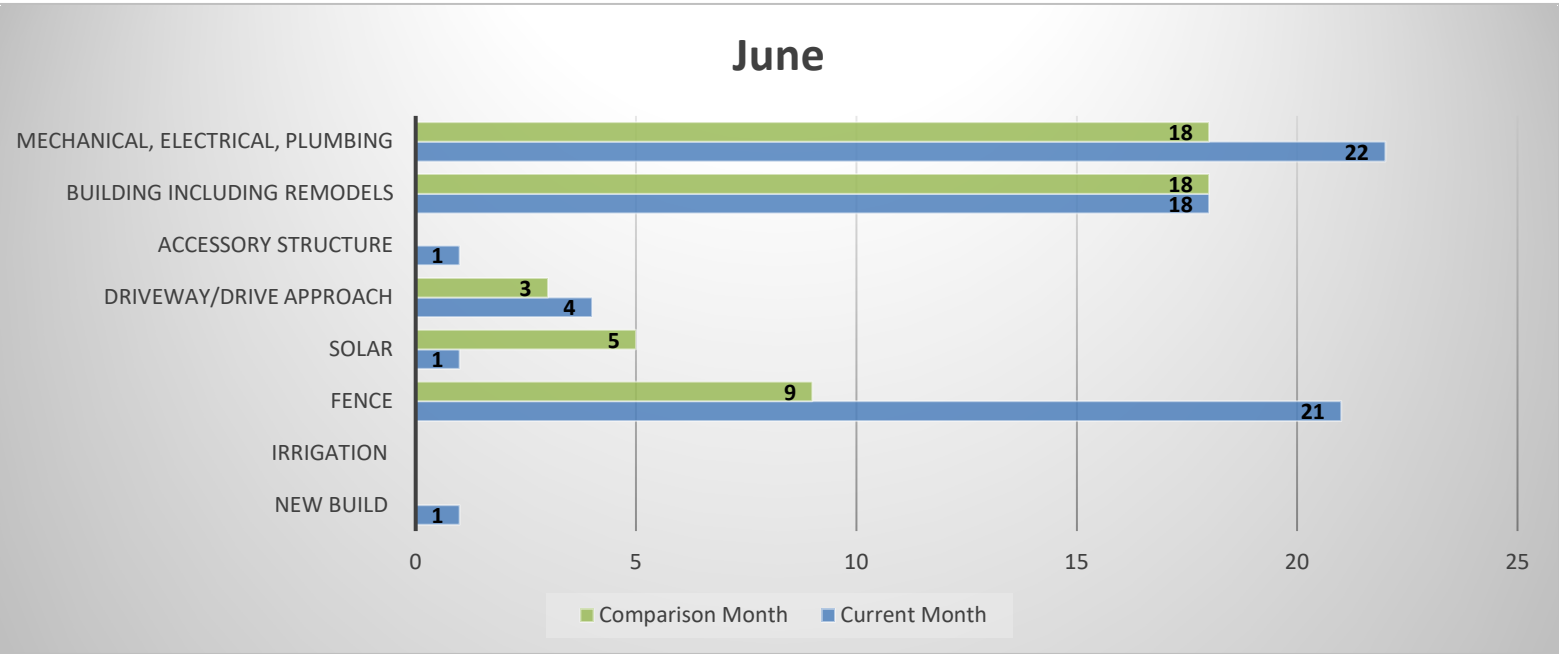
Received Certificate of Occupancy

- Layne Glass, 6525 Baker Blvd – Manufacturing Light/ Outside storage, Incidental
- Barbers Thrones. 7201 Baker Blvd Suite B-1 – Beauty Salon/Barber Shop
- Titian Partners Dallas LLC DBA Junk King Fort Worth, 2840 Handley Ederville – Contractor (Outside Storage)
- Ana Massage and Spa LTD, 7530 Glenview Dr Suite D – Massage Therapy, Licensed

Number of Potential Business Certificate of Occupancy Meetings: 0

Number of Developmental Review Committee / Plan Review: 0

Development Services



	Mechanical Electrical Plumbing	Building Including Remodels	Accessory Structure	Driveway Drive Approach	Solar	Fence	Irrigation	New Build
Current Month Residential	18	17	1	4	1	21	0	1
Current Month Commercial	4	1	0	0	0	0	0	0
Current Fiscal Year 2024-2025	168	168	12	20	24	82	2	58
Previous Month Residential	14	18	0	2	5	7	0	0
Previous Month Commercial	4	0	0	1	0	2	0	0

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2024-2025
Sign Permit	7	0	24
ROW Permit	30	17	131
Garage Sale Permit	13	29	156
Zoning, SUP, Code Consults	1	0	13
Pool Permits	2	2	4
Short Term Rental	1	0	1

Business Summary

	Current Month	Comparison Month Previous Year	Fiscal Year To Date 2024-2025
Registered Rental CO's	5	4	47
Issued Commercial CO's	4	1	23
Mobile Food Vendor	5	0	16

Received Certificate of Occupancy

- Allied Construction Group Inc, 7471 Airport Fwy – Contractor (No Outside Storage)
- Tommy's Barbershop, 7238 Vivian Ln Suite A – Beauty Salon/Barber Shop
- Swoon Worthy Bridal and the Backyard Boutique Venue, 7272 Glenview Dr – Hall, Reception/Banquet/Meeting
- The Royal Bee Café, 7017 Baker Blvd Suite H – Restaurant

Number of Potential Business Certificate of Occupancy Meetings: 1

Number of Developmental Review Committee / Plan Review: 1

Fire

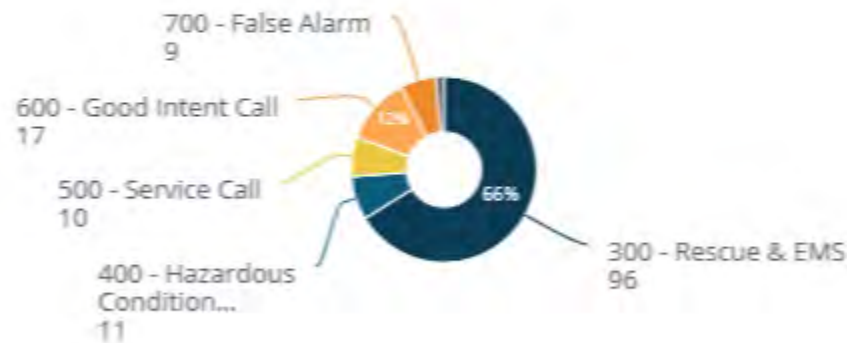
Fire/EMS Operations:

- Personnel completed **104** annual business inspections throughout the month.
- Members completed a combined **491** hours of training throughout the month.
- Turnout times averaged **58 seconds** for May. The national standard is 80 seconds or less.
- Response times for May averaged **4 minutes 41 seconds** from receipt of call-in dispatch to the first fire unit arriving on scene to assist.
- Personnel responded to one working fire in the city and three working fires in other communities during May.
- Ambulance billing revenue for May 2025 was **\$1,242.98**
- Year to Date Ambulance Billing Collection is: **\$41,608.65**
- Smoke alarms continue to be available to those who need them. There is no cost and FD personnel will install them. No smoke detectors were installed in May.
- Vial of Life emergency medical information pouches are available at the fire station and Library.
- Medication disposal pouches are also available at the fire station. The box is mounted on the wall in the lobby of the new fire station. Boxes have also been added at the library and at City Hall. Please help yourself.
- Emergency incident responses in May 2025 were **about 8% less than** incident responses in May 2024.

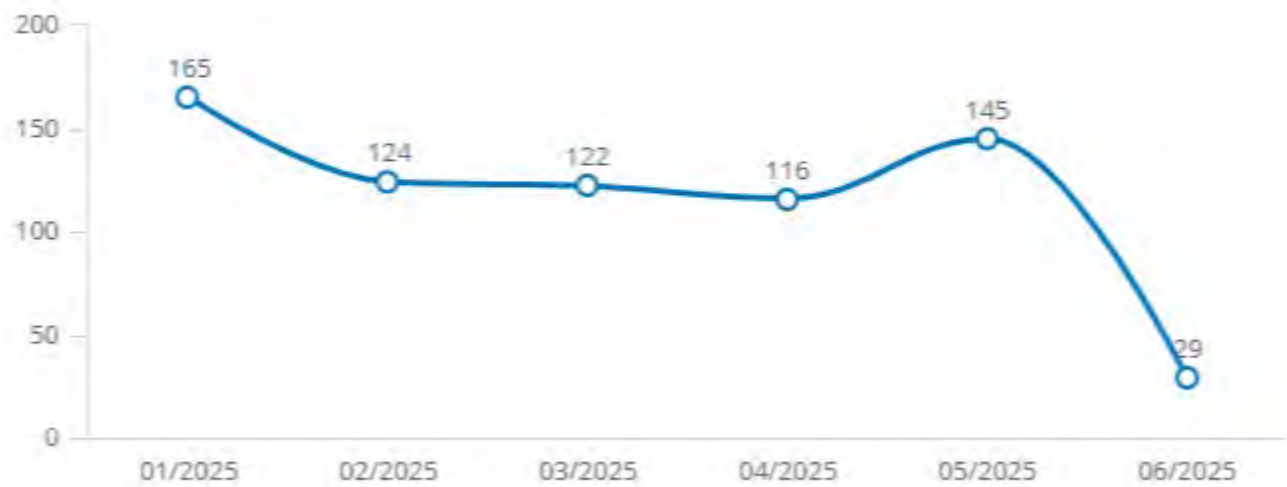
Operations Response Data:

Service Calls – Through May 31, 2025			
	Current Month	May 2024	FY2025 Total
Fire Calls	1	1	25
EMS/Major Accidents/ Rescues	96	82	580
Hazardous Conditions – No Fire	11	21	49
Public Assistance	10	13	116
Good Intent (No Service Rendered)	17	24	99
False Alarm	9	13	49
Severe Weather & Natural Disaster	0	1	0
Total Calls	145	155	1,035
Automatic / Mutual Aid			
	Current Month	May 2024	YTD Total
Aid Received	86	67	265
Aid Given	26	22	105

Percentage of Incident Type Group



Incident Count by Month (This Year)



Medstar Response Data:

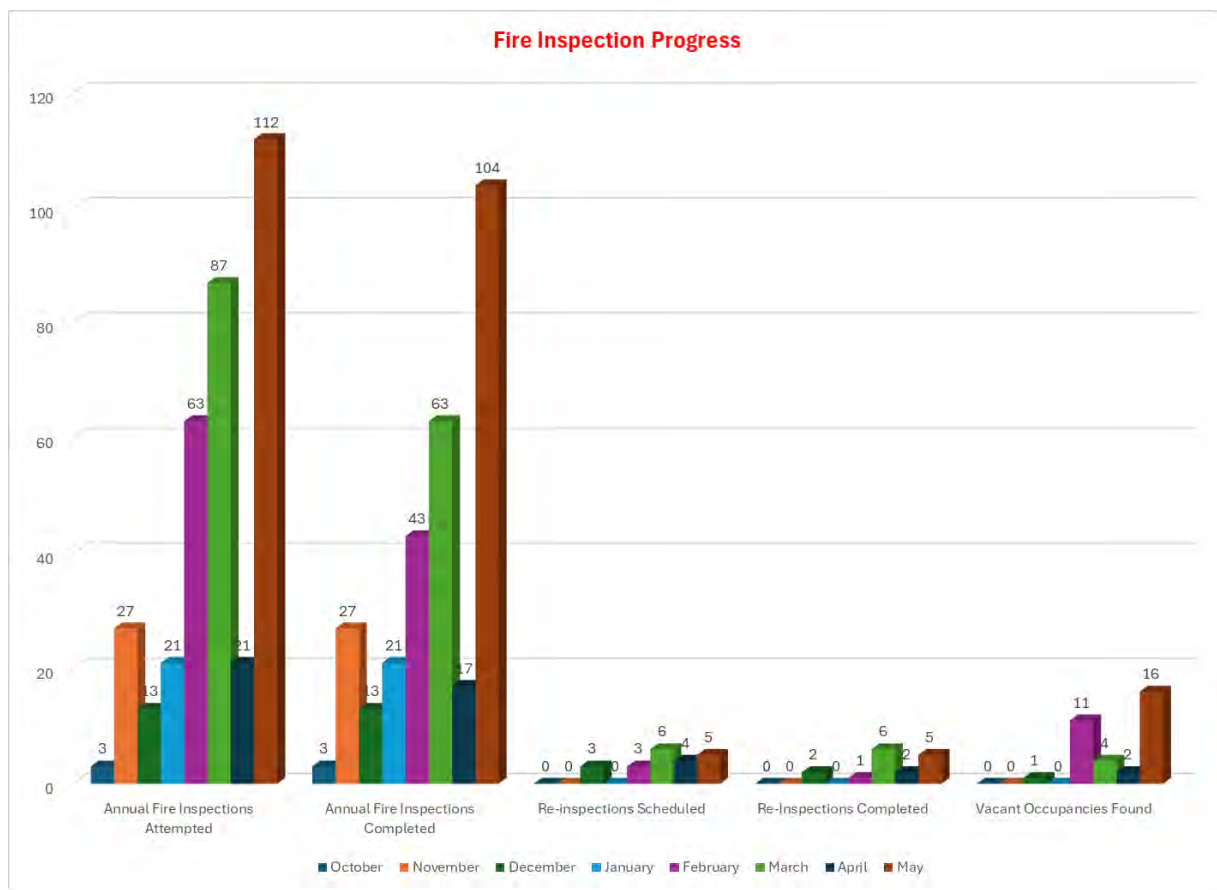
Priority	Count of Monthly Responses	Transports	Transport Percentage	Average Response Time
P1	35	28	80.00%	0:08:58
P2	25	21	84.00%	0:10:45
P3	41	29	70.73%	0:09:00
P4	0	0	0.00%	
Overall Total:	101	78	77.23%	0:09:34
Priority Total:	35	28	80.00%	0:08:58
Non-Priority Total:	66	50	75.76%	0:09:52

**In alignment with consultant recommendations, Medstar reduced the number of priorities from eight to four. Only P1 calls are considered emergencies under the new system tracking guidelines.

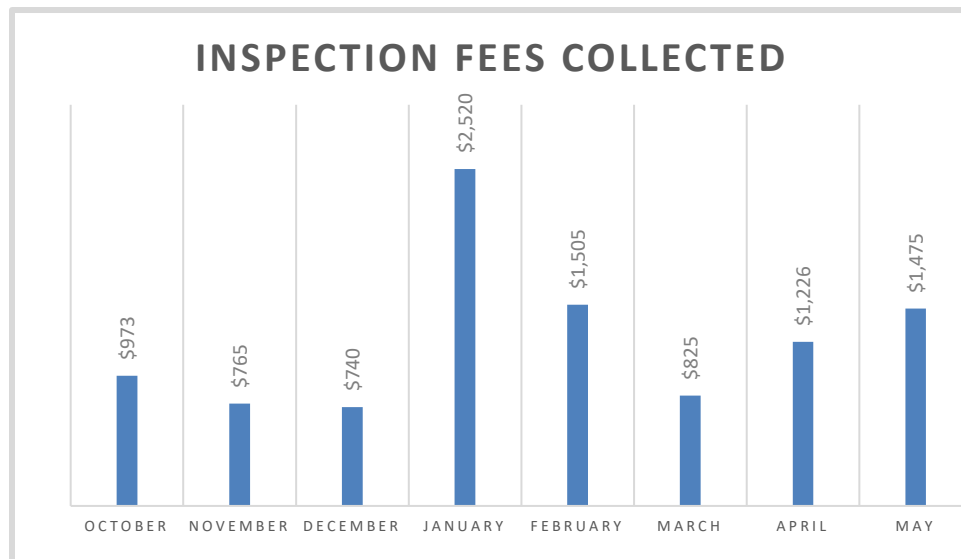
Emergency Management:

- Batteries were replaced in the northern outdoor warning siren and everything checked out for proper operation.
- We continue to educate the public on the purpose of the sirens and the misconception that they should warn them inside their homes. Staff are planning to put together a public service announcement to further reinforce the intent and purpose of these warning tools.
- Staff have submitted all required documentation for the renewal process for our part in the Tarrant County Hazard Mitigation Plan which addresses hazards in the community related to natural disasters and events impacting the region.
- Staff will be assisting with the planning and implementation of a tabletop exercise with the NCTCOG related to the upcoming FIFA World Cup events that will be hosted across the Metroplex.

Fire Marshal's Office:



- Attended Fire Advisory Board Meeting for 2024 International Fire Code Local Amendments through NCTCOG
- Grant request was rejected through Home Fire Sprinkler Coalition
- Met with a promotional company to provide Public Education shirts and magnets for Fire Dept. booth handouts at no cost.
- Fees invoiced: **\$6,615.00**
- Fees collected: **\$1,475.00**



EMS/Community Paramedic:

	Patient Contacts	Referrals/Follow-ups	Car Seat Installs	Instruction Hrs.	Events Attended	Training Hrs.	Notes
November							
December	3	5			1		
January	1	2	1		0	184	FWFD New Paramedic
February	2	3	1		0		
March	6	15	1	12	0	118	Critical Care Paramedic Certification
April	15	42	0	108	2		
May	18	38	14	60	0	20	
June					1		
July							
August							
September							
Totals	45	105	17	180	4	322	

Fire

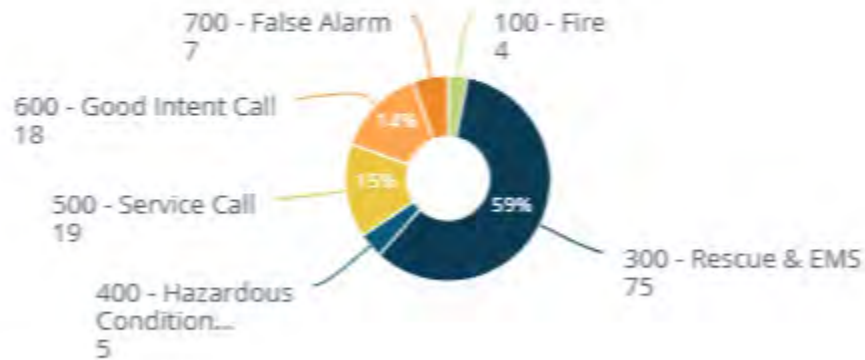
Fire/EMS Operations:

- Personnel attempted **97** annual business inspections throughout the month.
- Members completed a combined **199** hours of training throughout the month.
- Turnout times averaged **63 seconds** for June. The national standard is 80 seconds or less.
- Response times for June averaged **4 minutes 36 seconds** from receipt of call-in dispatch to the first fire unit arriving on scene to assist.
- Personnel responded to four working fires in other communities during June.
- Ambulance billing revenue for May 2025 was **\$4,037.12**
- Year to Date Ambulance Billing Collection is: **\$45,645.77**
- Smoke alarms continue to be available to those who need them. There is no cost and FD personnel will install them. No smoke detectors were installed in June.
- Vial of Life emergency medical information pouches are available at the fire station and Library.
- Medication disposal pouches are also available at the fire station. The box is mounted on the wall in the lobby of the new fire station. Boxes have also been added at the library and at City Hall. Please help yourself.
- Emergency incident responses in June 2025 were **about 4% less than** incident responses in June 2024.

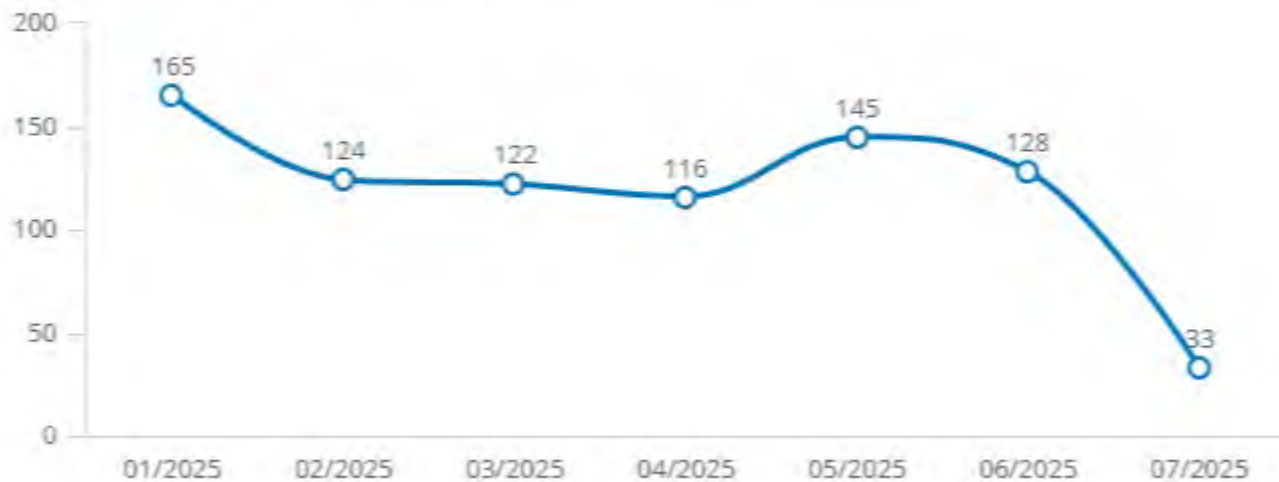
Operations Response Data:

Service Calls – Through June 30, 2025			
	Current Month	June 2024	FY2025 Total
Fire Calls	4	2	29
EMS/Major Accidents/ Rescues	75	88	655
Hazardous Conditions – No Fire	5	7	54
Public Assistance	19	21	135
Good Intent (No Service Rendered)	18	11	117
False Alarm	7	3	55
Severe Weather & Natural Disaster	0	1	0
Total Calls	128	133	1,163
Automatic / Mutual Aid			
	Current Month	June 2024	YTD Total
Aid Received	73	67	338
Aid Given	23	22	128

Percentage of Incident Type Group



Incident Count by Month (This Year)



Medstar Response Data:

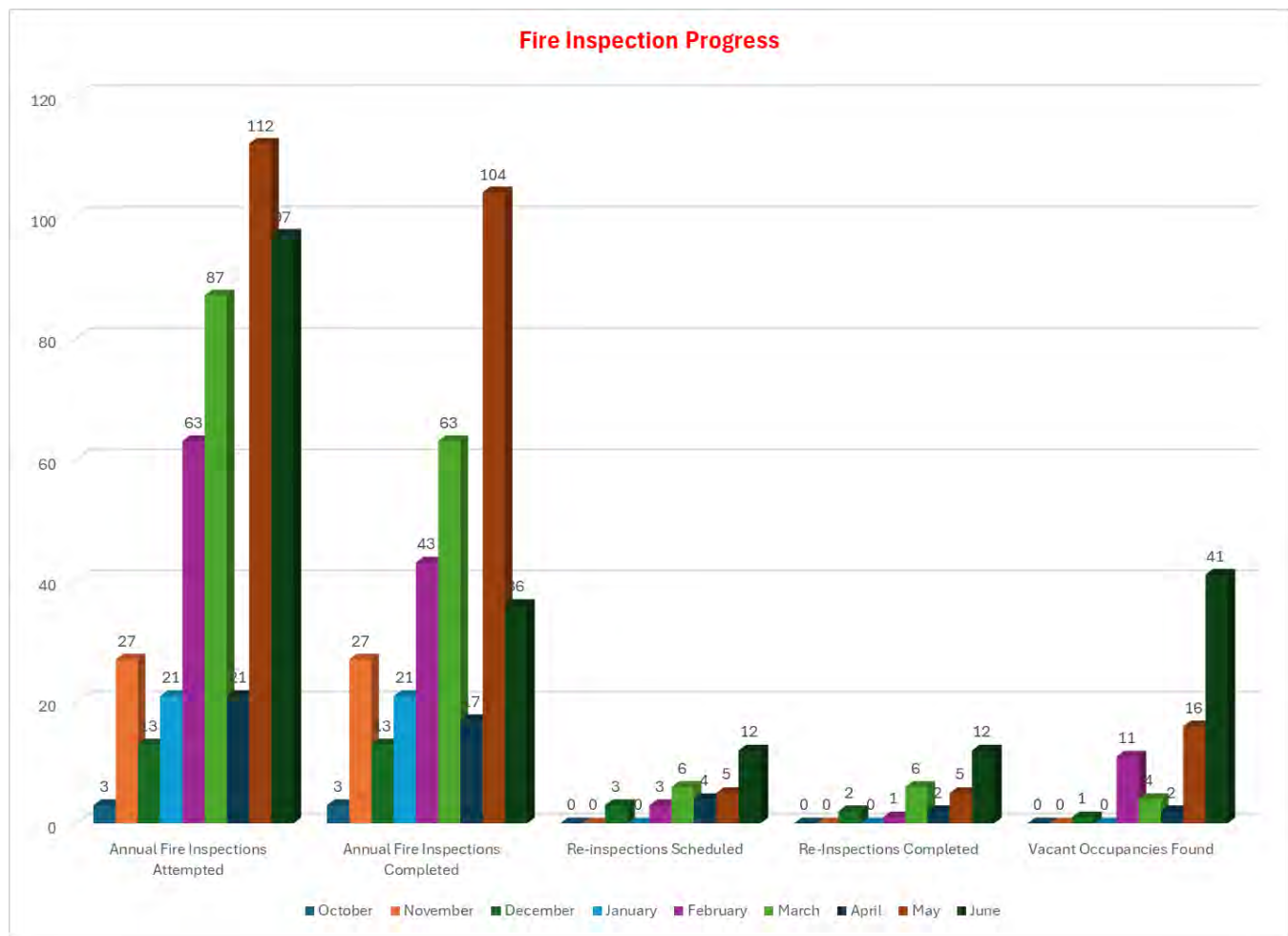
Priority	Count of Monthly Responses	Transports	Transport Percentage	Average Response Time
P1	30	24	80.00%	0:10:15
P2	26	20	76.92%	0:10:43
P3	32	25	78.13%	0:10:38
P4	0	0	0.00%	
Overall Total:	88	69	78.41%	0:10:32
Priority Total:	30	24	80.00%	0:10:15
Non-Priority Total:	58	45	77.59%	0:10:41

**In alignment with consultant recommendations, Medstar reduced the number of priorities from eight to four. Only P1 calls are considered emergencies under the new system tracking guidelines.

Emergency Management:

- Batteries were replaced in the northern outdoor warning siren and everything checked out for proper operation.
- We continue to educate the public on the purpose of the sirens and the misconception that they should warn them inside their homes. Staff are planning to put together a public service announcement to further reinforce the intent and purpose of these warning tools.
- Staff have submitted all required documentation for the renewal process for our part in the Tarrant County Hazard Mitigation Plan which addresses hazards in the community related to natural disasters and events impacting the region.
- Staff will be assisting with the planning and implementation of a tabletop exercise with the NCTCOG related to the upcoming FIFA World Cup events that will be hosted across the Metroplex.

Fire Marshal's Office:



- Attended Fire Advisory Board Meeting for 2024 International Fire Code Local Amendments through NCTCOG
- Grant request was rejected through Home Fire Sprinkler Coalition
- Met with a promotional company to provide Public Education shirts and magnets for Fire Dept. booth handouts at no cost.
- Fees invoiced: **\$2,415.00**
- Fees collected: **\$230.00**

EMS/Community Paramedic:

	Patient Contacts	Referrals/Follow- ups	Carseat Installs	Instruction Hrs.	Events Attended	Training Hrs.	Notes
November							
December	3	5			1		
January	1	2	1		0	184	FWFD New Paramedic
February	2	3	1		0		
March	6	15	1	12	0	118	Critical Care Paramedic Certification
April	15	42	0	108	2		
May	18	38	14	60	0	20	
June	8	21	2	30	3	22	Calvary CPR Class, Proctored 20 hours of EMS Protocol Testing
July	1				1		
August							
September							
Totals	54	126	19	210	7	344	

RICHLAND HILLS PUBLIC LIBRARY

MAY • 2025



IMPACT

We hosted our 2nd Annual “ParTea” for our monthly Tea Tasters club. Almost 70 attendees drank tea, discussed the favorite teas that they sampled over the past year and enjoyed light snacks.

The 75th Anniversary Committee hosted a very well received tour of the Birdville Cemetery complete with historical reenactments of the lives of several of Richland Hill’s founding residents.

KEY FACTS (LAST YEAR)

- 1744 Visitors (1396)
- 487 Program Attendance (253)
- 10 Programs & Events (10)
- 3918 Total Items Checked Out (3810)
- 2035 Questions Answered (1777)
- 2 Posters printed for other City Departments (2)
- 193 Computer Sessions (190)

RICHLAND HILLS PUBLIC LIBRARY

JUNE • 2025



IMPACT

Summer Reading kicked off our annual “Touch a Truck” event. We really appreciate the cooperation of Public Works, Police and Fire to make this a successful event.

Summer Sunshine Art, a seasonal program for this year, is a collaborative project with BISD. A Richland High School art student conceptualized and is teaching the class on her own.

KEY FACTS (LAST YEAR)

- 1,858 Visitors (1,534)
- 879 Program Attendance (646)
- 18 Programs & Events (17)
- 3,709 Total Items Checked Out (4,437)
- 1,944 Questions Answered (1,545)
- 15 Posters printed for other City Departments (1)
- 152 Computer usage (228)
- 41 Wireless Prints (130)

THE LINK REPORT

MAY 2025



**MEMBERSHIP
& DAY PASSES
\$6,197**

**PROGRAMS
& ACTIVITIES
\$910**

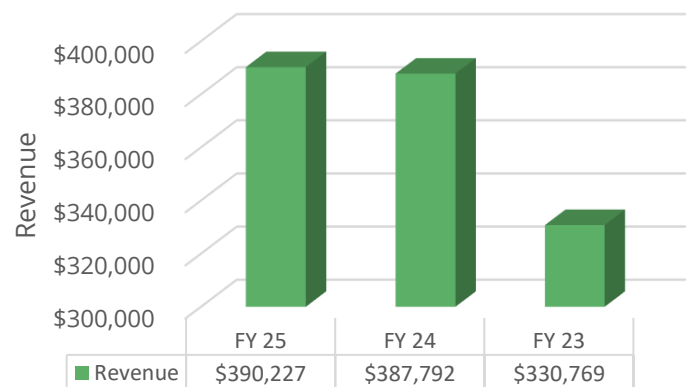
**MAY
REVENUE
RECAP**

**CHILDCARE
PROGRAMS
\$23,641**

Highlights

- The Link's total May revenue reached **\$50,699**.
- Summer camp registration is full with many on the waiting lists for each week.

Year To Date Revenue



Memberships & Day Passes

Qty.

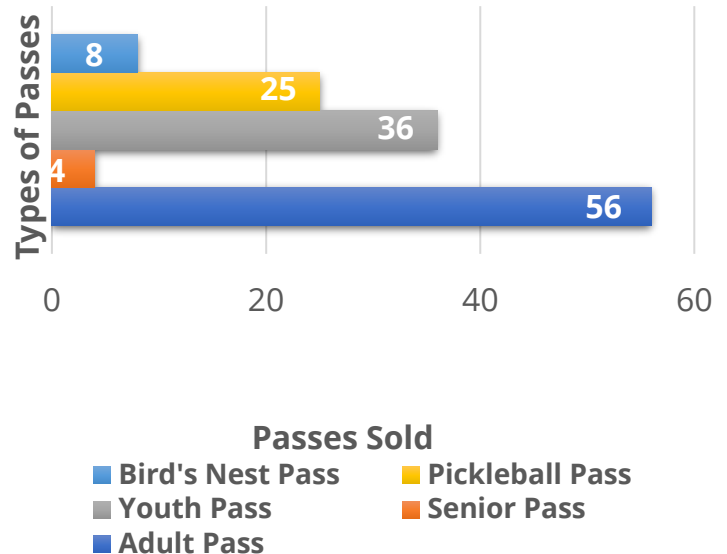
Membership Scans	2,144
Unique User Scans	374
Memberships Sold	33
Memberships Expired	29
Total Paid Members	311
Total Insurance Members	345

Program & Activities

Participants

Ballet	10
Basketball Lessons	4
Karate	5
Belly Dancing	4
Homeschool Recess	2
Senior Lunch Bunch	95
Senior Brown Bag and Bingo	11
Senior Paint Along	6
Trip – Nana's Pacas	14
Pickleball Monthly Pass	27
Volleyball Monthly Pass	39

May Day Passes Sold



Childcare Programs

After School Program
Summer Camp Week 1

Enrollments

95 students
61 students

RENTALS & SPECIAL EVENTS

MAY 2025

62 PRIVATE RENTALS

\$17,792 | 17 gym rentals | 43 private rentals | 2 city rentals

May Events

75th Anniversary Cemetery Tour

May 10 from 10am-1pm

Food Truck League

May 12 from 6-8pm

Music in the Park

May 15 from 7-8:30pm

Upcoming Events

DFW Die-Cast & Toy Show

June 14 from 8:30am-12:30pm

Richland Hills Red, White, & YOU!

July 4 from 9-11:30am

Parks and Recreation Month

July 2025

Schedule of events posted online!



- **City-Wide Park Wasp Spraying:**
Parks staff performed proactive wasp mitigation efforts at all city parks. Each playground area was treated with targeted spraying to reduce wasp activity and improve the safety and comfort of park visitors during the summer season.
- **Tree Debris Removal:**
Crews removed fallen limbs and scattered tree debris from Creek Trail Park following recent weather activity. The cleanup restored open pathways and ensured the area remains accessible and visually appealing to park guests.
- **TXDOT Walk Through:**
Parks and Public Works staff conducted a detailed site walk with TXDOT representatives along Baker Boulevard. A punch list of remaining items was developed to address outstanding issues, ensuring all project components meet city standards prior to final turnover.

THE LINK REPORT

JUNE 2025



**MEMBERSHIP
& DAY PASSES
\$6,543**

**PROGRAMS
& ACTIVITIES
\$567**

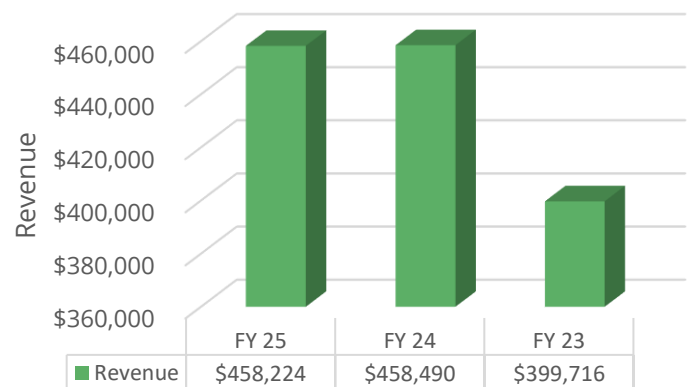
**JUNE
REVENUE
RECAP**

**CHILDCARE
PROGRAMS
\$41,701**

Highlights

- The Link's total June revenue reached **\$63,416**.
- Programs and events usually slow down during the summer months.

Year To Date Revenue



Memberships & Day Passes

Qty.

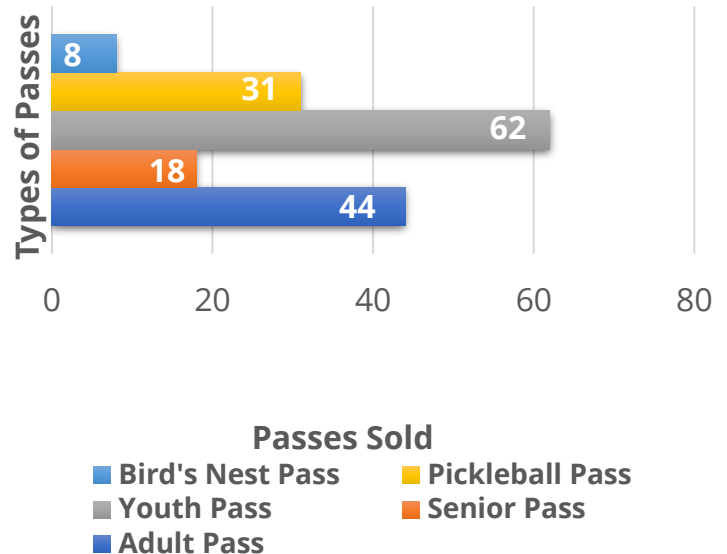
Membership Scans	2,481
Unique User Scans	420
Memberships Sold	28
Memberships Expired	18
Total Paid Members	320
Total Insurance Members	367

Program & Activities

Participants

Ballet	OFF
Basketball Lessons	OFF
Karate	3
Belly Dancing	7
Homeschool Recess	OFF
Senior Lunch Bunch	101
Senior Brown Bag and Bingo	13
Senior Paint Along	6
Pickleball Monthly Pass	31
Volleyball Monthly Pass	45

June Day Passes Sold



Childcare Programs

After School Program
Summer Camp Weeks

Enrollments

OFF
68 student avg.

RENTALS & SPECIAL EVENTS

JUNE 2025

45 PRIVATE RENTALS

\$12,503 | 14 gym rentals | 31 private rentals | 0 city rentals

June Events

DFW Die-Cast & Toy Show

June 14 from 8:30am-12:30pm

Upcoming Events

Richland Hills Red, White, & YOU!

July 4 from 9-11:30am

Parks and Recreation Month

July 2025

Schedule of events posted online!



- **Water Feature Repair:**

GPSI was onsite to address operational issues with the water feature at The Link. Technicians performed necessary diagnostics and completed repairs to restore full functionality, ensuring the feature is now safe and operational for public use.

- **Rosebud Playground Repairs:**

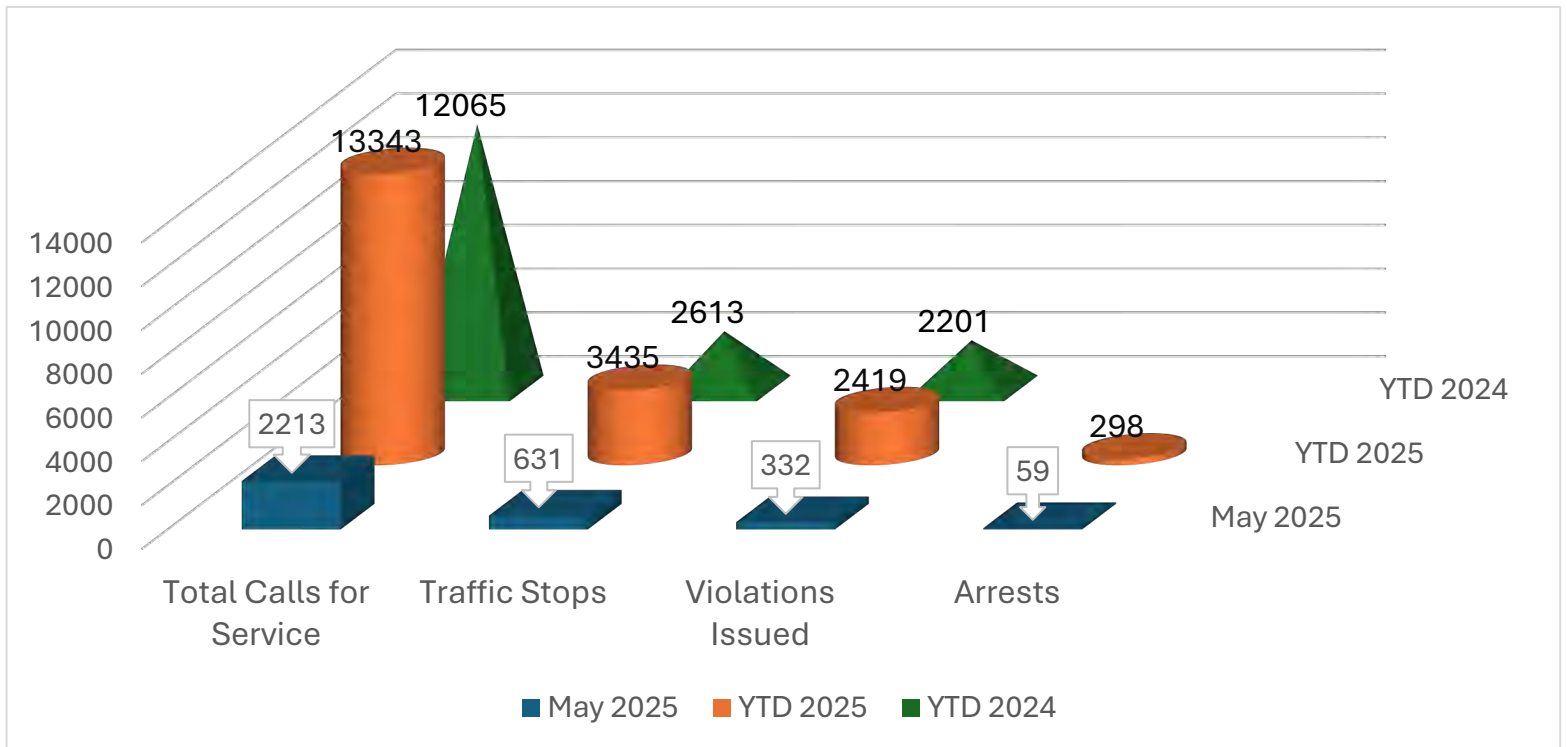
Parks staff conducted a thorough inspection and completed necessary maintenance at the Rosebud Park playground. This included tightening loose bolts on play structures and addressing minor wear-and-tear to maintain safety standards for children and families.



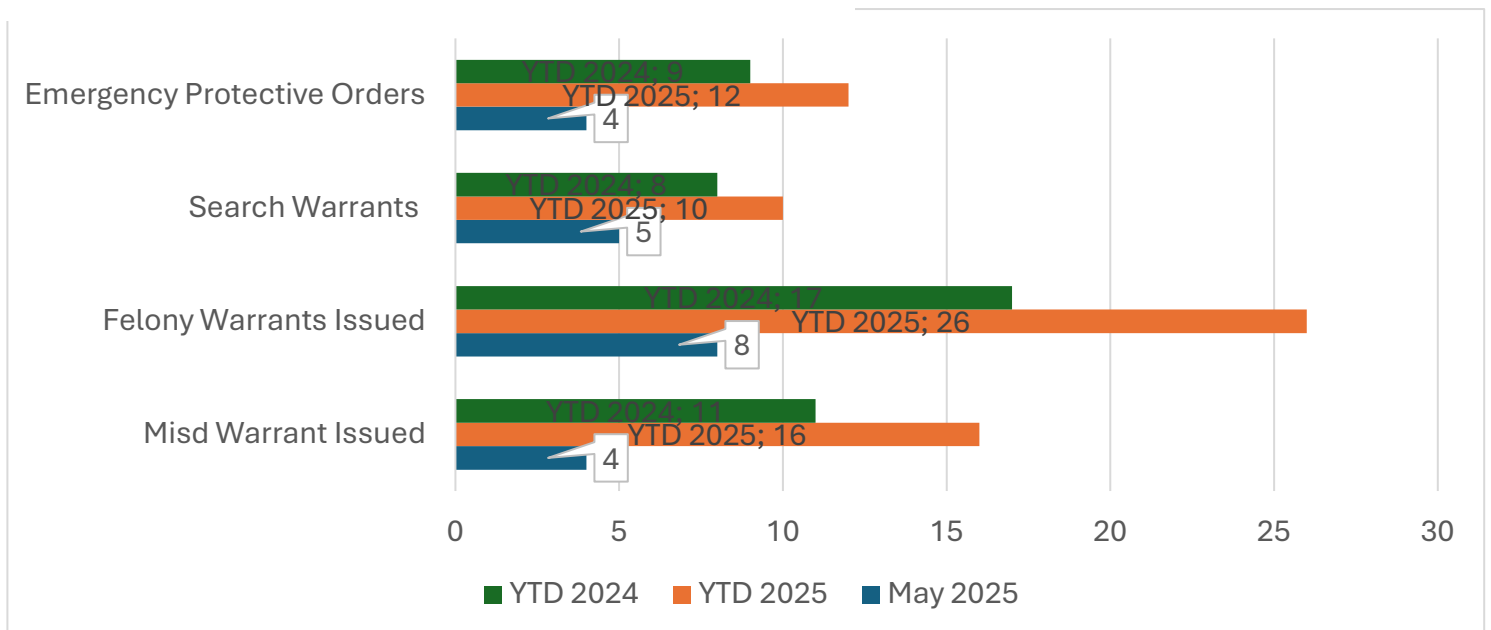
Police Department

**MAY
2025**

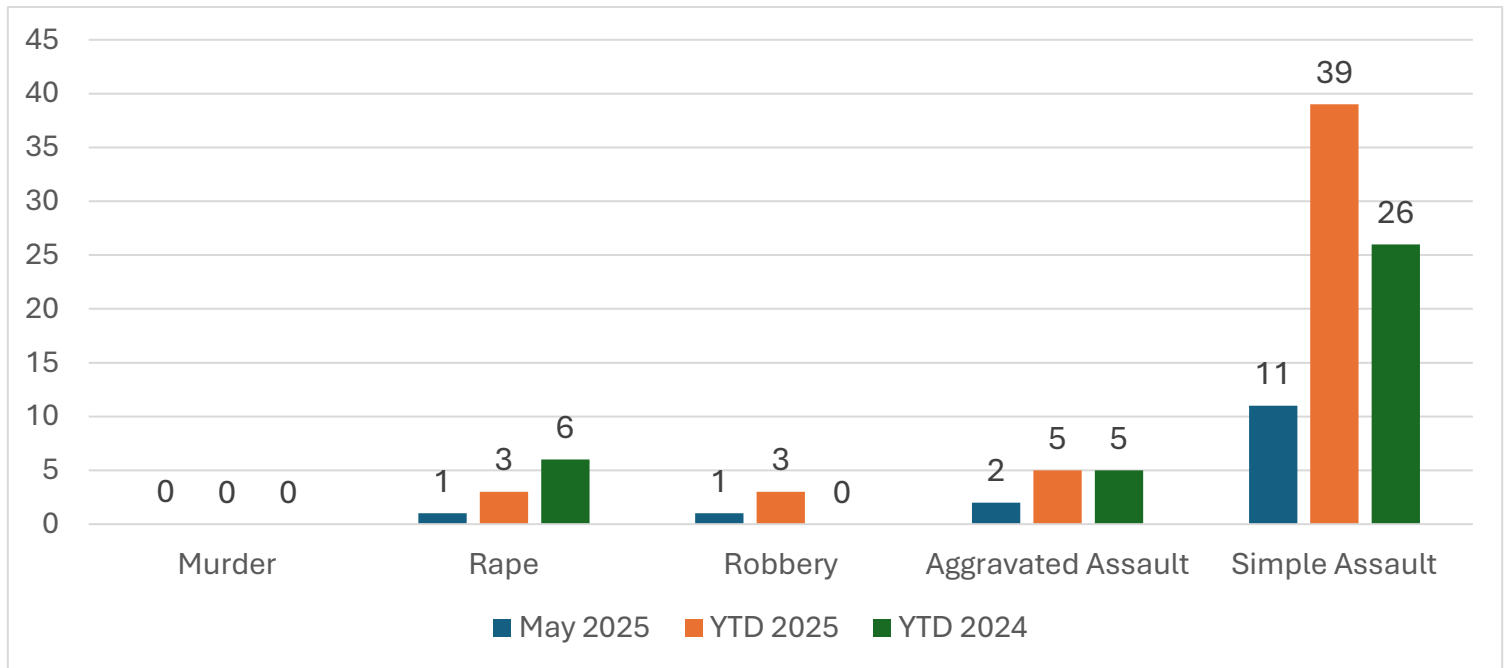
SERVICE CALLS



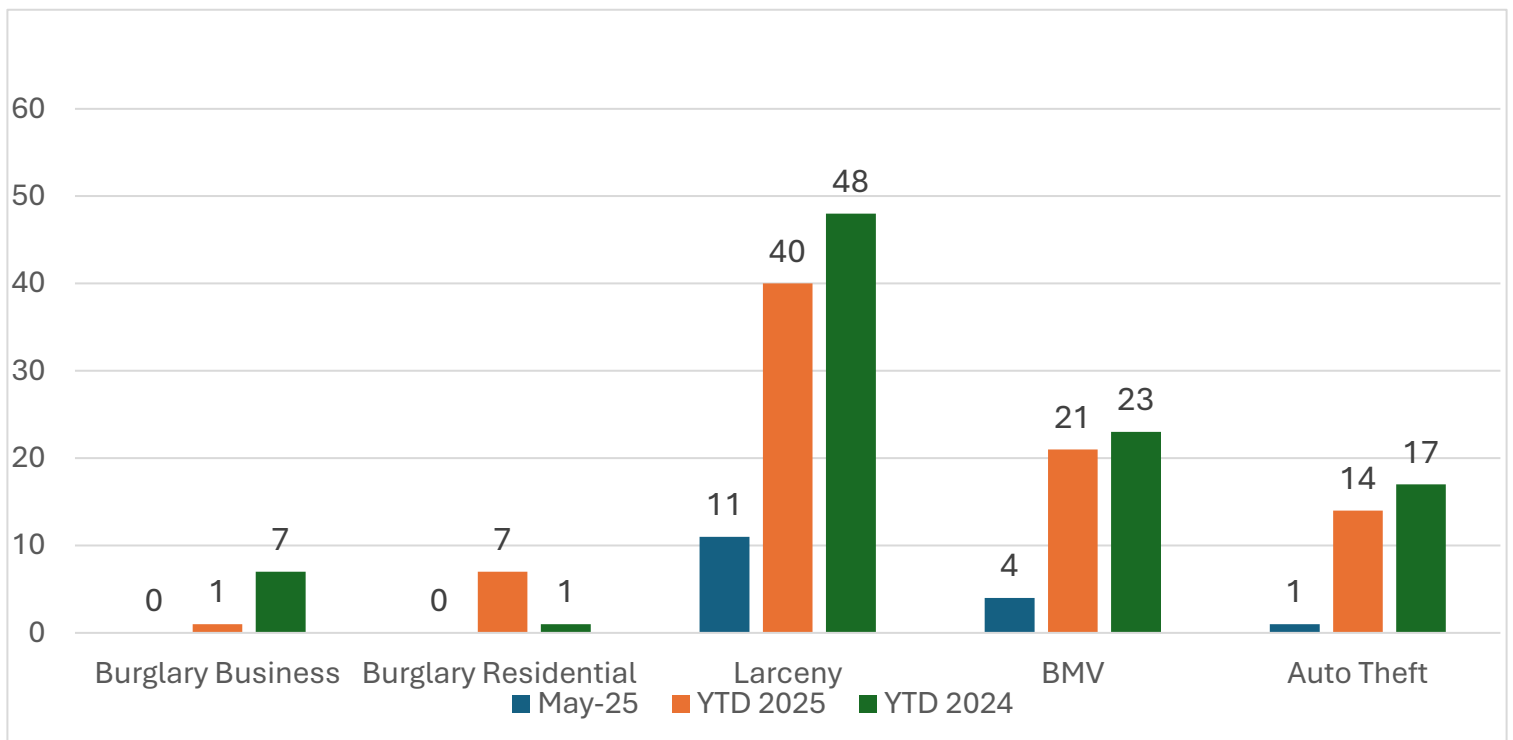
CRIMINAL INVESTIGATIONS



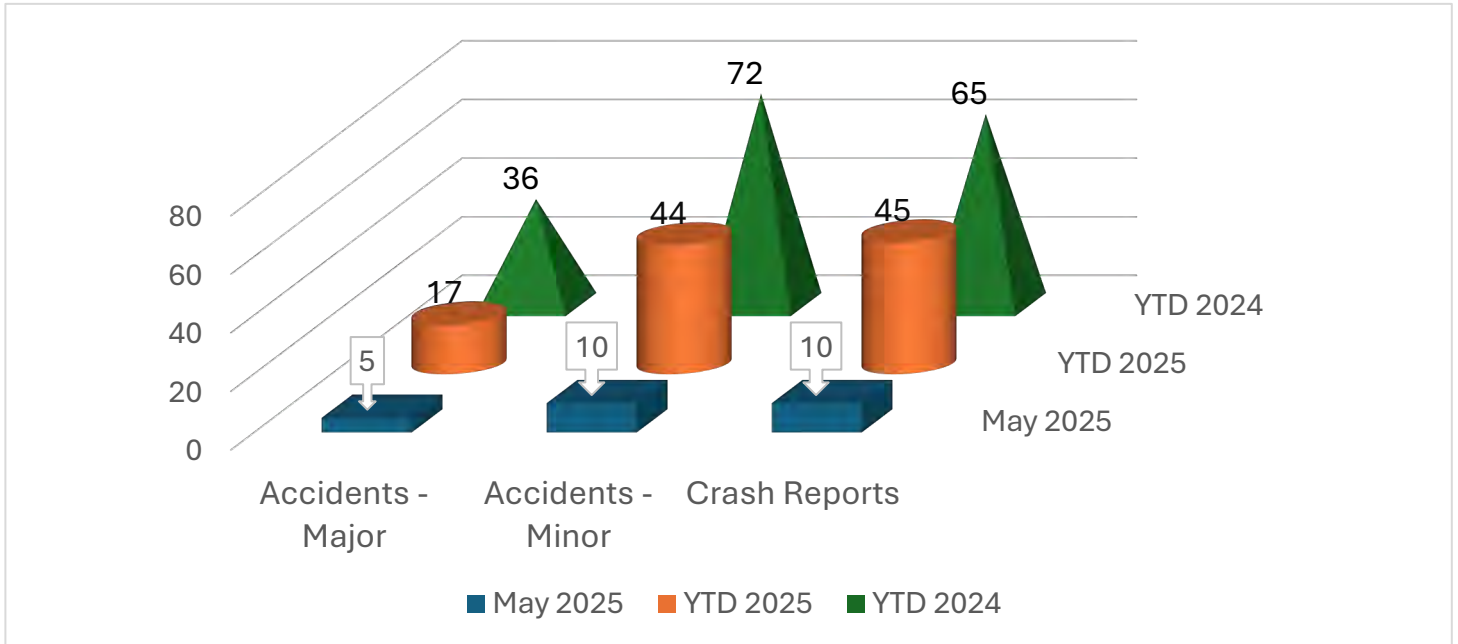
PART 1 VIOLENT CRIME



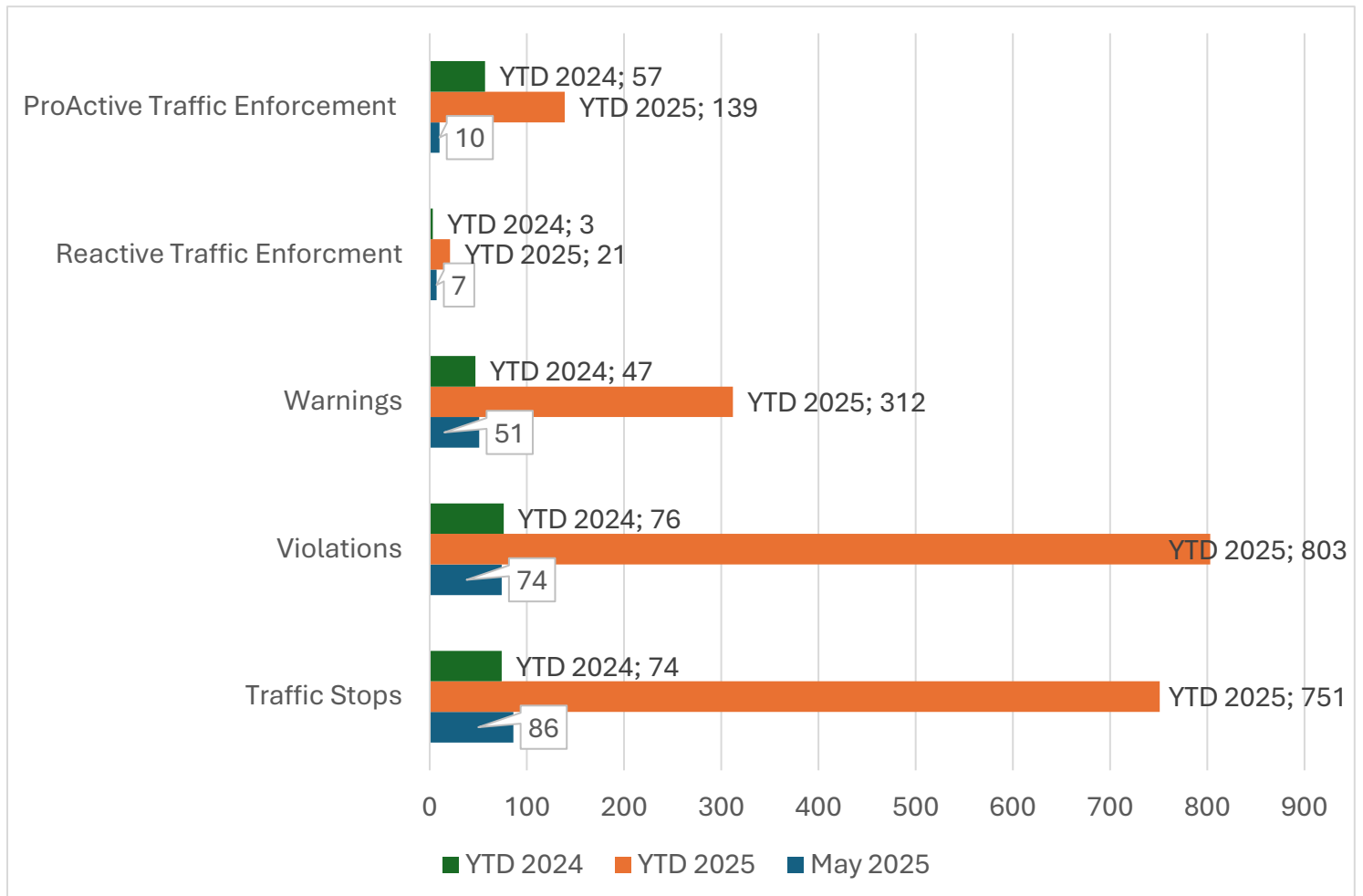
PART 1 PROPERTY CRIME



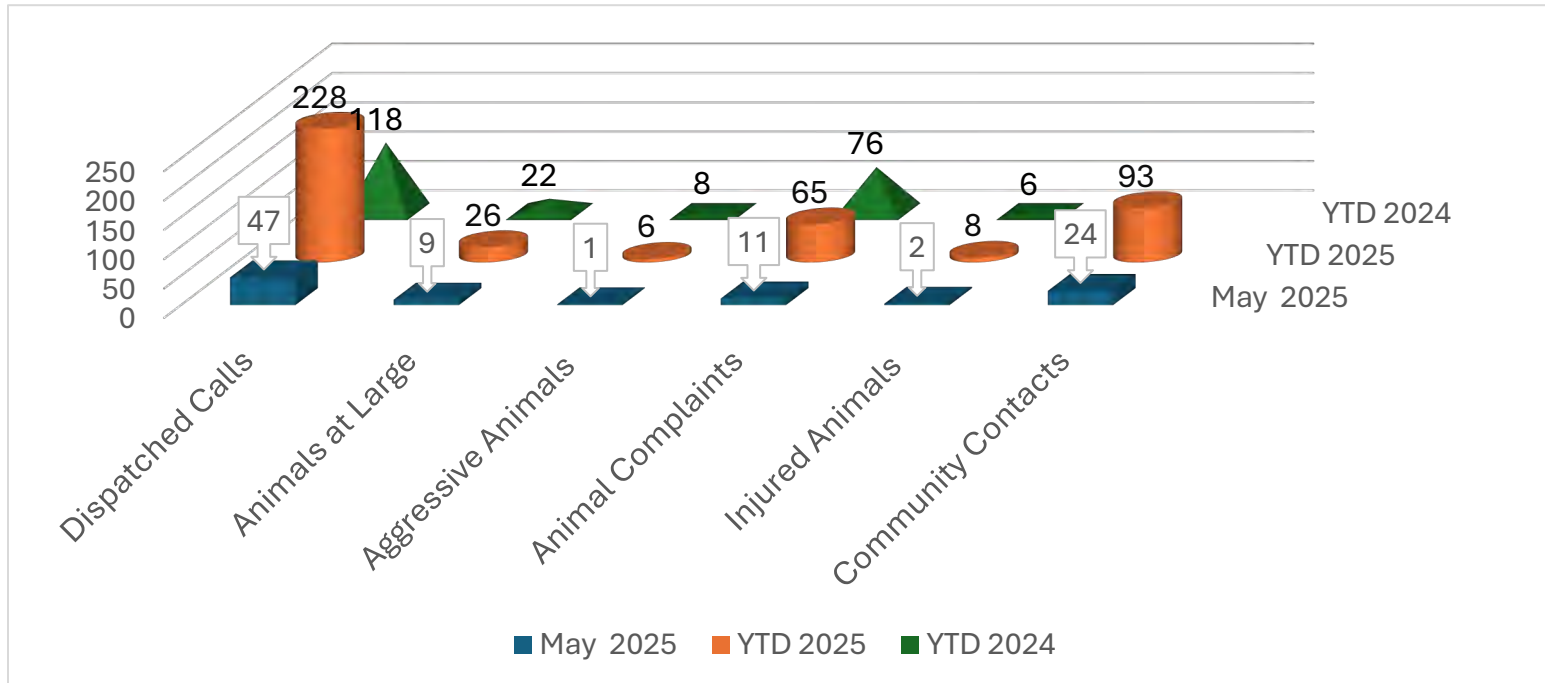
TRAFFIC ACCIDENTS



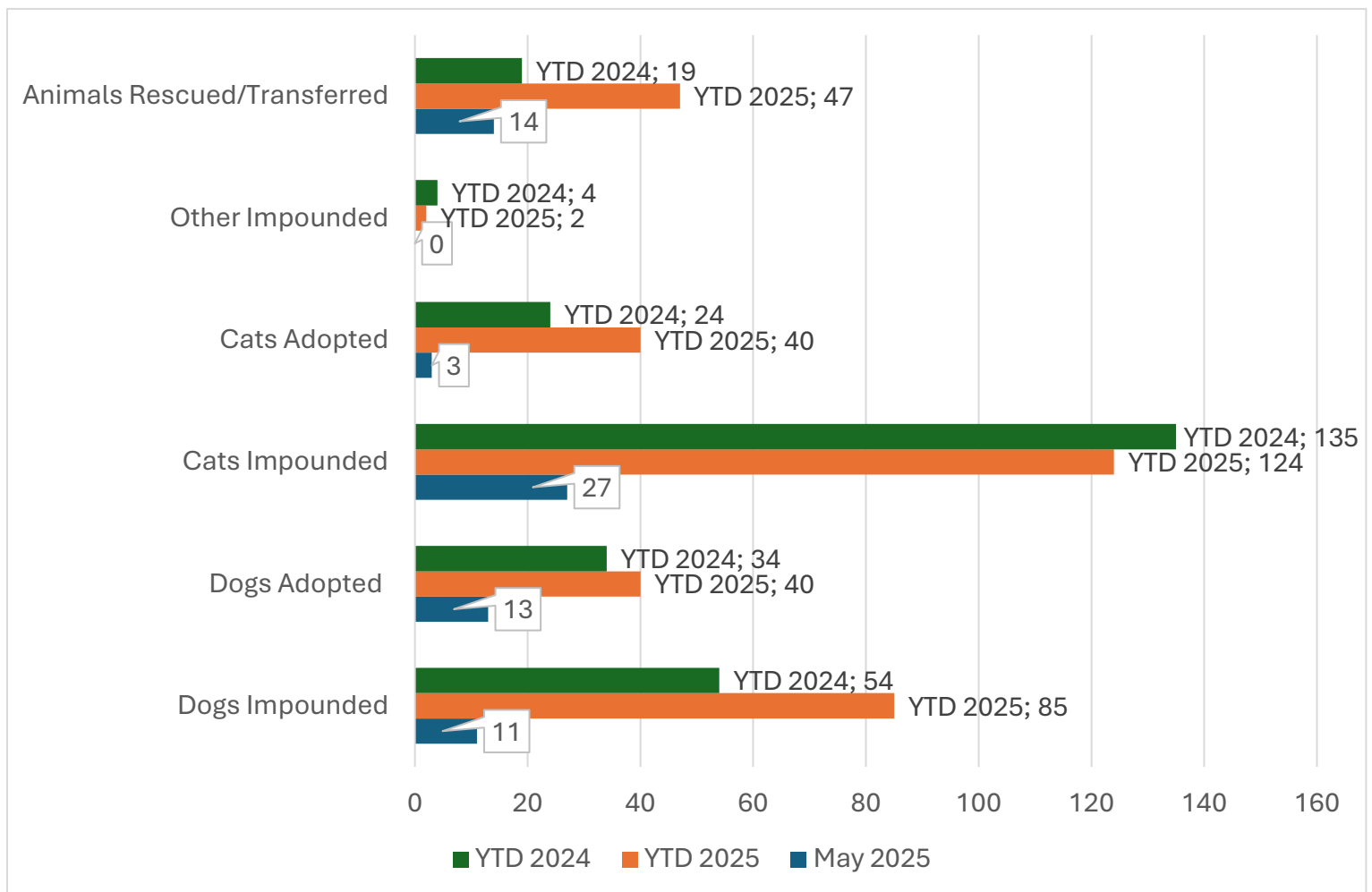
TRAFFIC UNIT



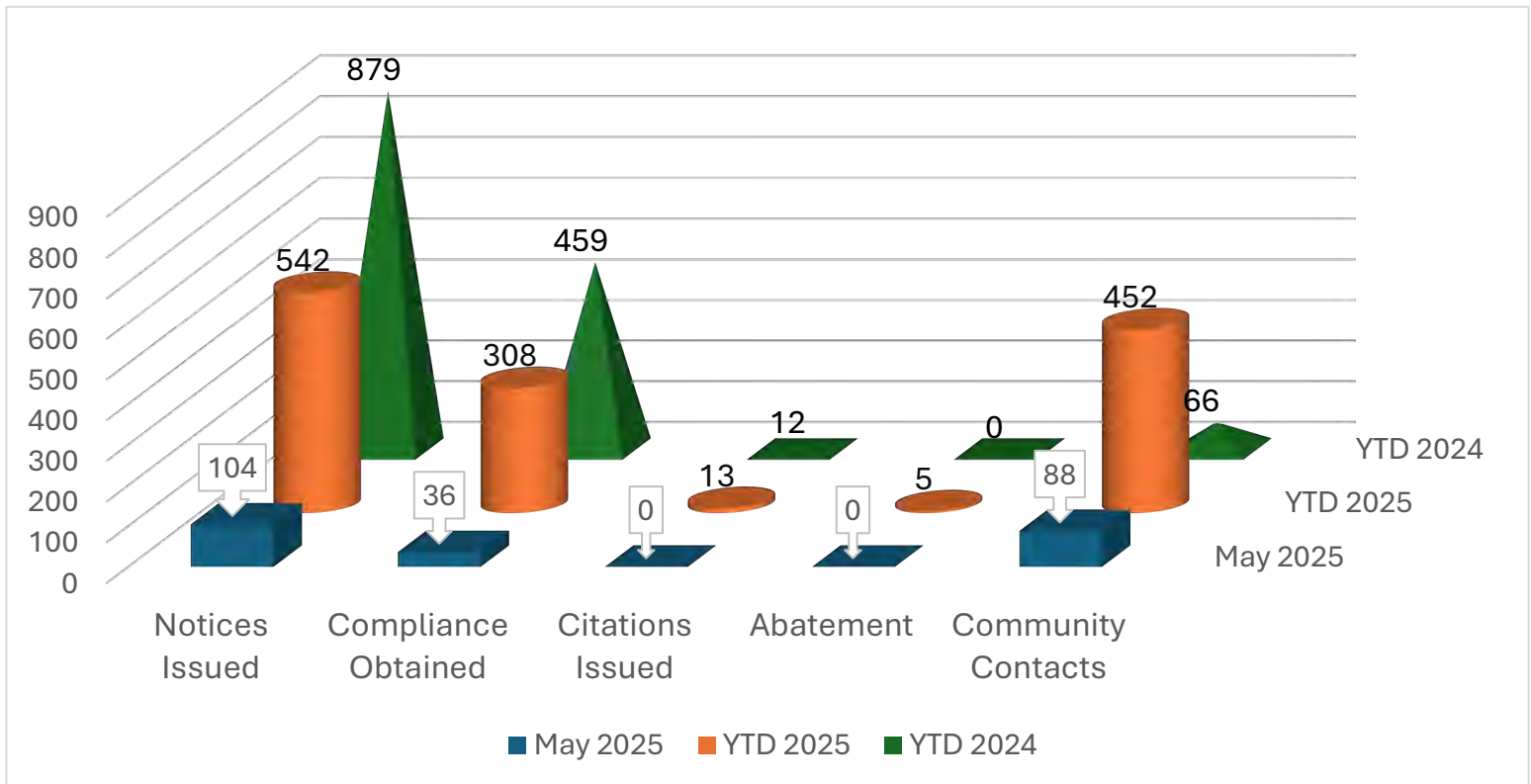
CALLS FOR SERVICE – ANIMAL SERVICES



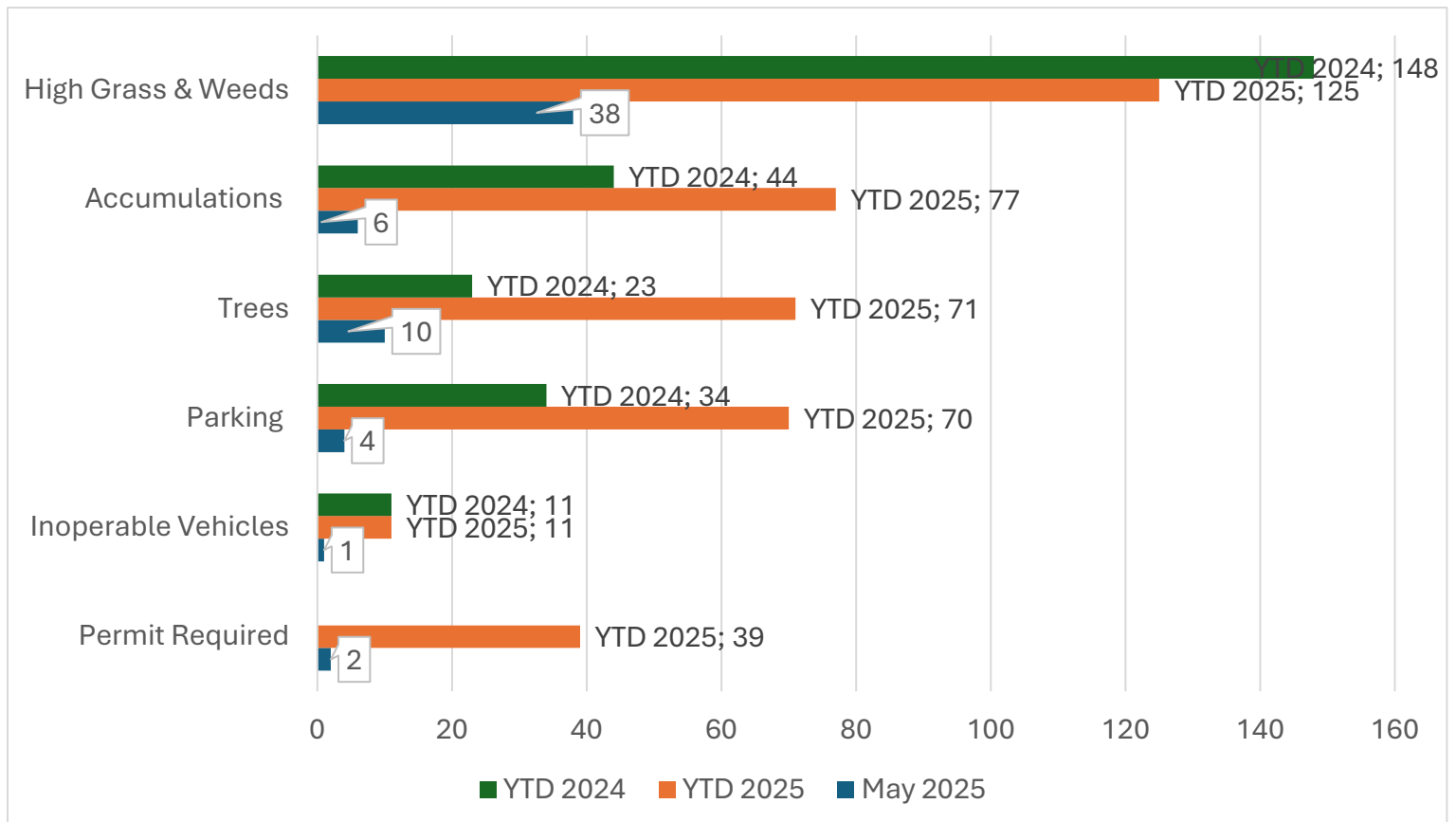
IMPOUNDS & ADOPTIONS



CALLS FOR SERVICE – CODE COMPLIANCE



CODE – COMMON VIOLATIONS





ACCOMPLISHMENTS

POLICE DEPARTMENT

- May 4th through May 10th was Correctional Officers Week, staff participated by providing lunch and dessert.
- On May 5th, Officers responded to a shooting involving a juvenile victim during a robbery attempt. Utilizing FLOCK cameras and assistance from neighboring agencies, the suspects were apprehended within 35 minutes of the initial 911 call. This case highlights the crucial role of technology and regional partnerships in ensuring swift actions for community safety.
- May 11th through May 17th was National Police Week
- On May 12th, the annual Flag Lowering Ceremony was held during police week.
- On May 13th, the PD hosted the annual Carnival with a Cops Event at The Link.
- On May 22nd, our School Resource Officers were invited to take part in several end-of-year celebrations at our schools.
- The Traffic Unit was reactivated midway through the month
- During the month of May, we had several RHPD Staff members receive their higher-education degrees:
 - Chaplain Frank Deleo – Doctorate in Ministry from Liberty University
 - Chief Kimberly Sylvester – Master's in Public Administration from Tarleton State University
 - Detective Willie Tunson – Master's in Public Administration from Lamar University
 - Sergeant Adam Atteberry – Associate's Degree from Tarrant County College

COMMUNITY COMPLIANCE

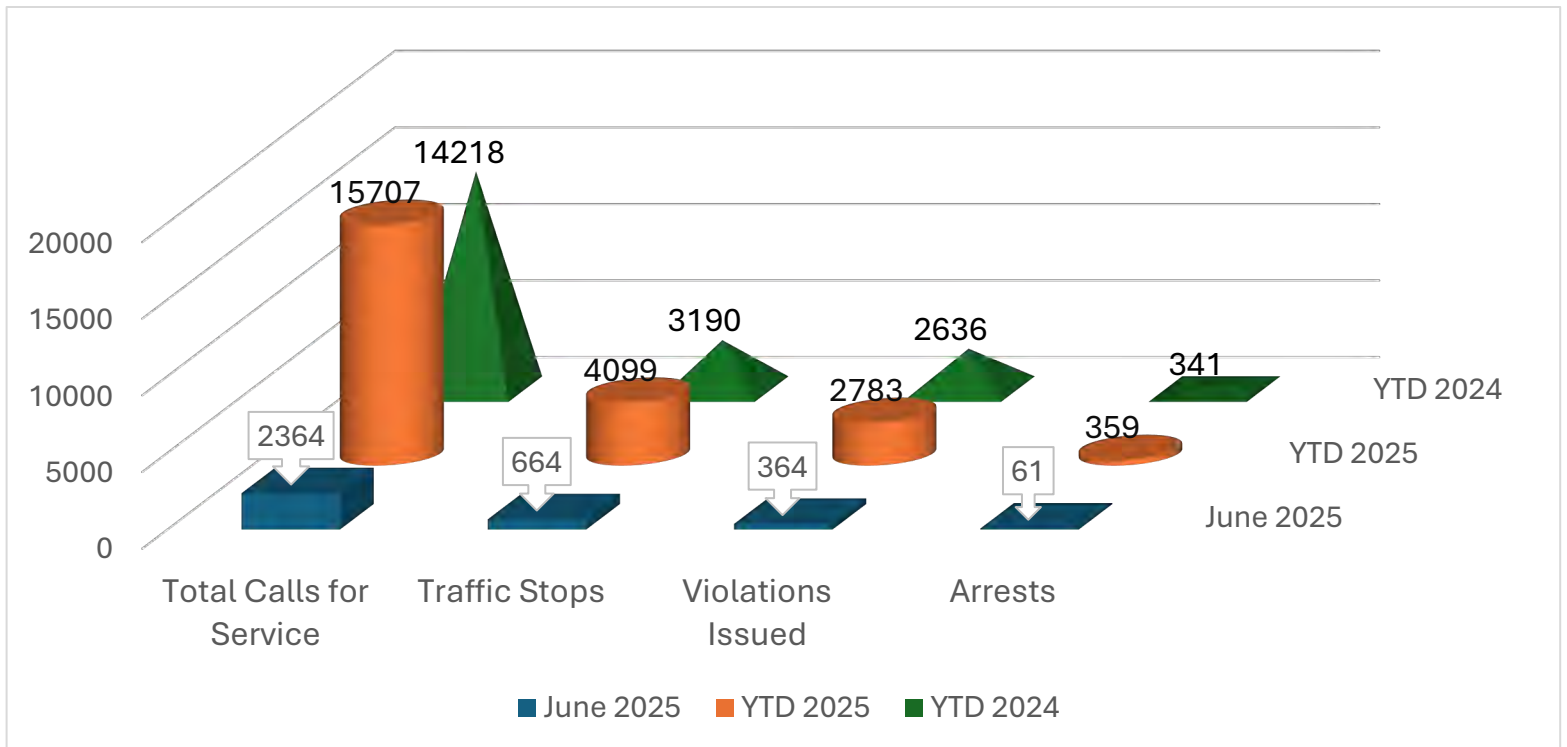
- In May, Vax Shack performed 33 spay/neuter surgeries and provided over 120 immunizations.
- The Community Compliance Unit addressed 41 bulk pick-up issues.
- The Community Compliance Unit referred four substandard properties to Development Services.
- May 10th, Furever Buddy hosted a fundraiser event at Jason's Deli to benefit the Animal Shelter
- May 17th, Tropical Greenery donated flowers for the Planter Boxes in front of the Shelter.



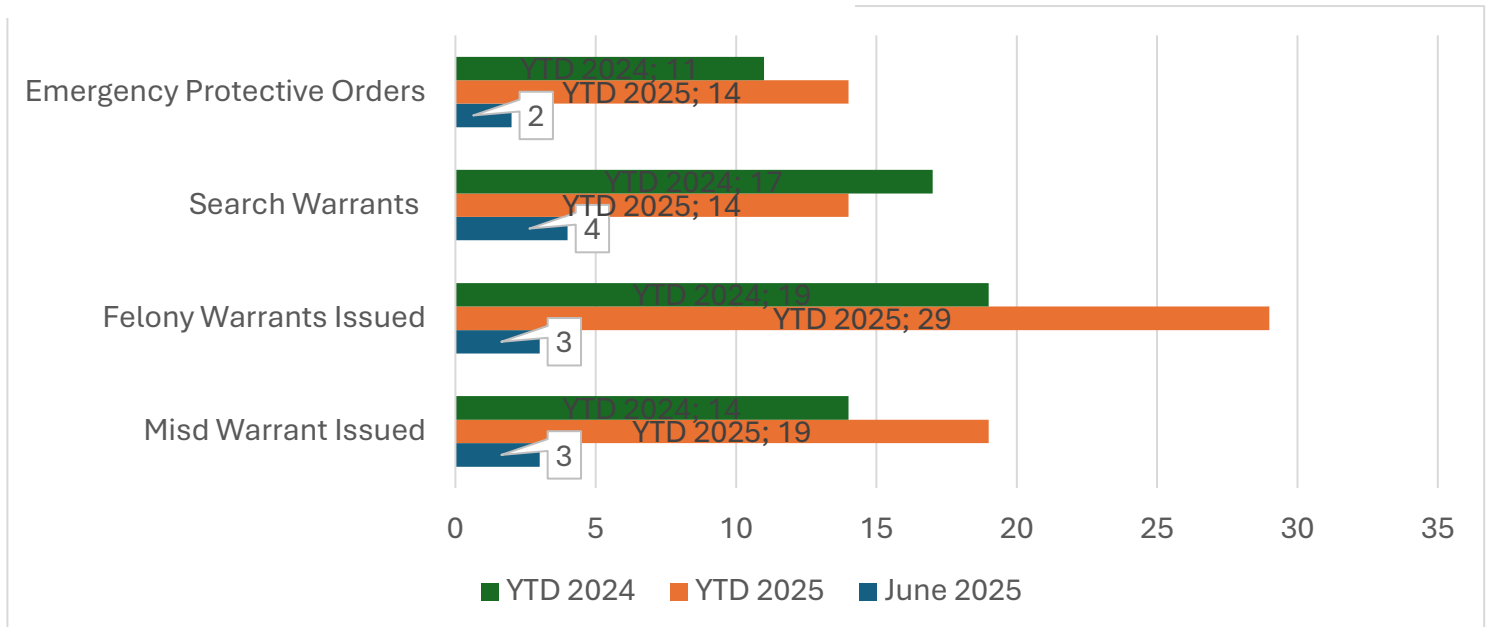
Police Department

**June
2025**

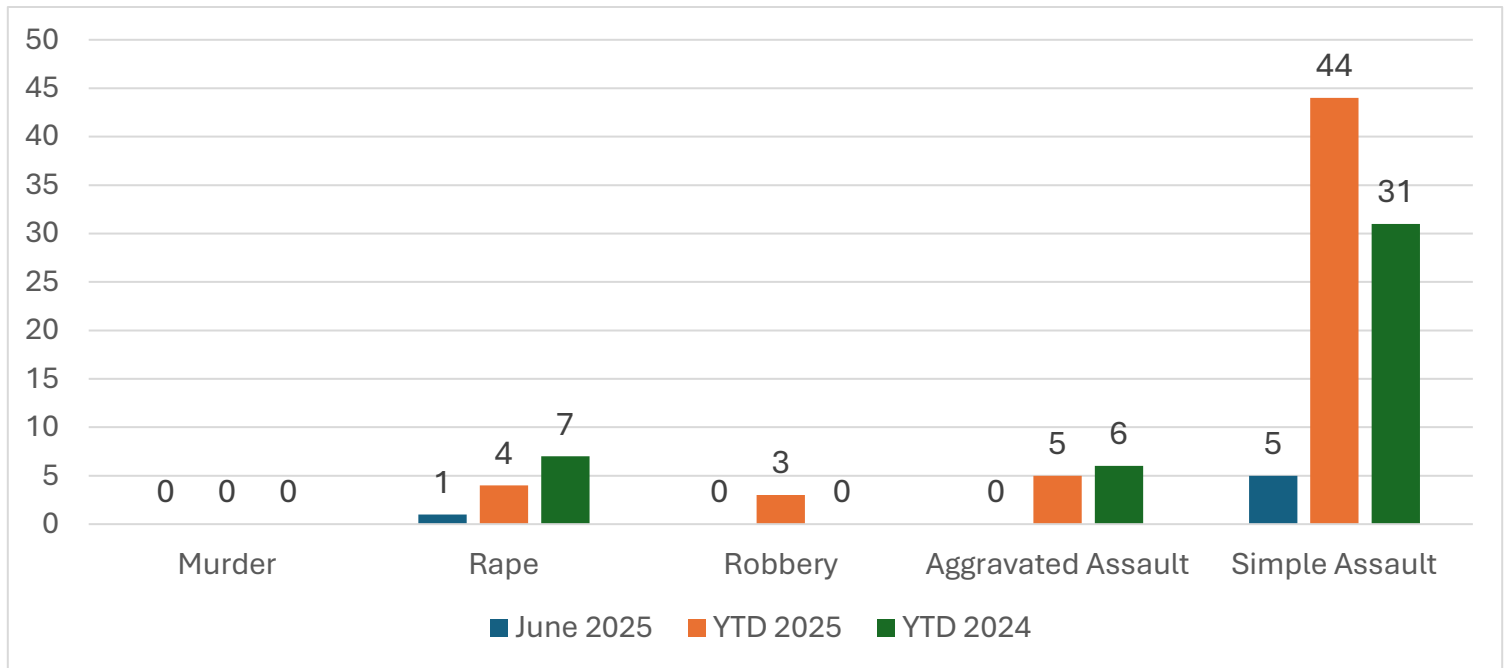
SERVICE CALLS



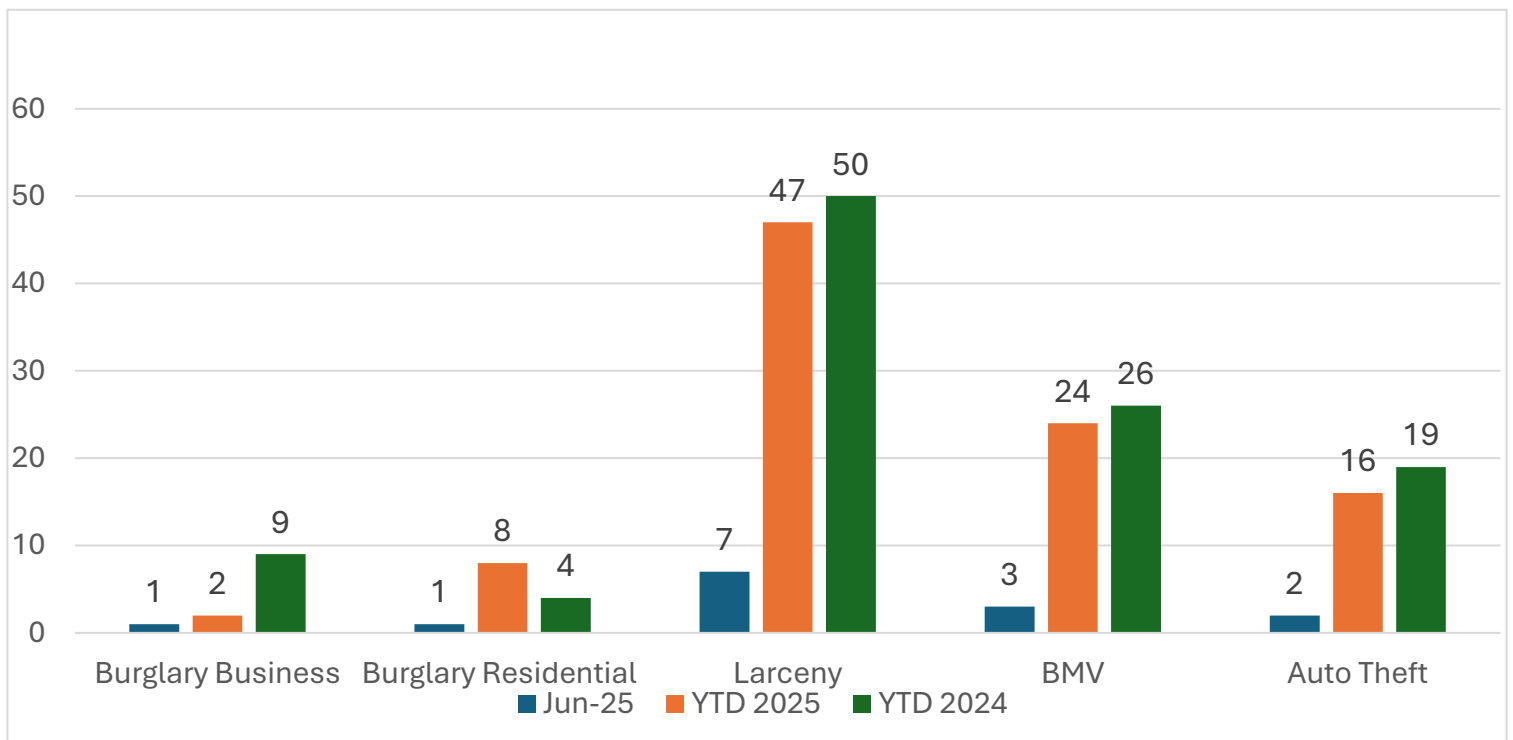
CRIMINAL INVESTIGATIONS



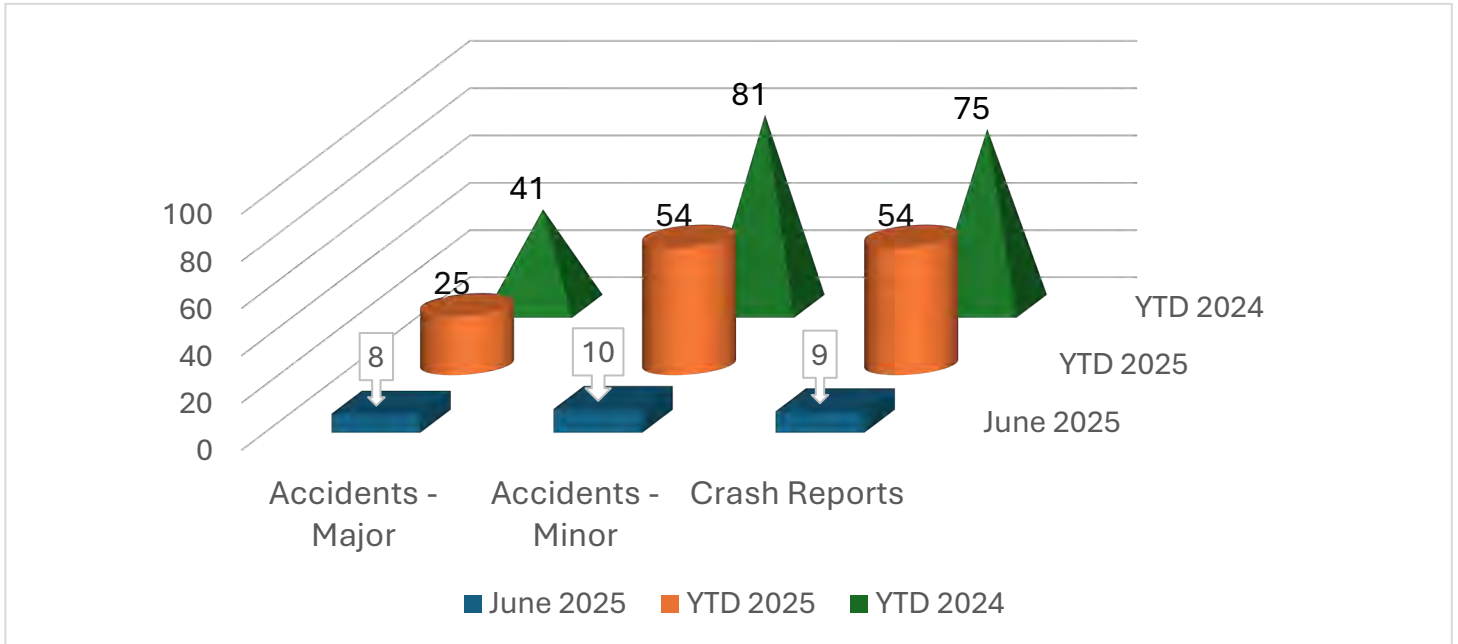
PART 1 VIOLENT CRIME



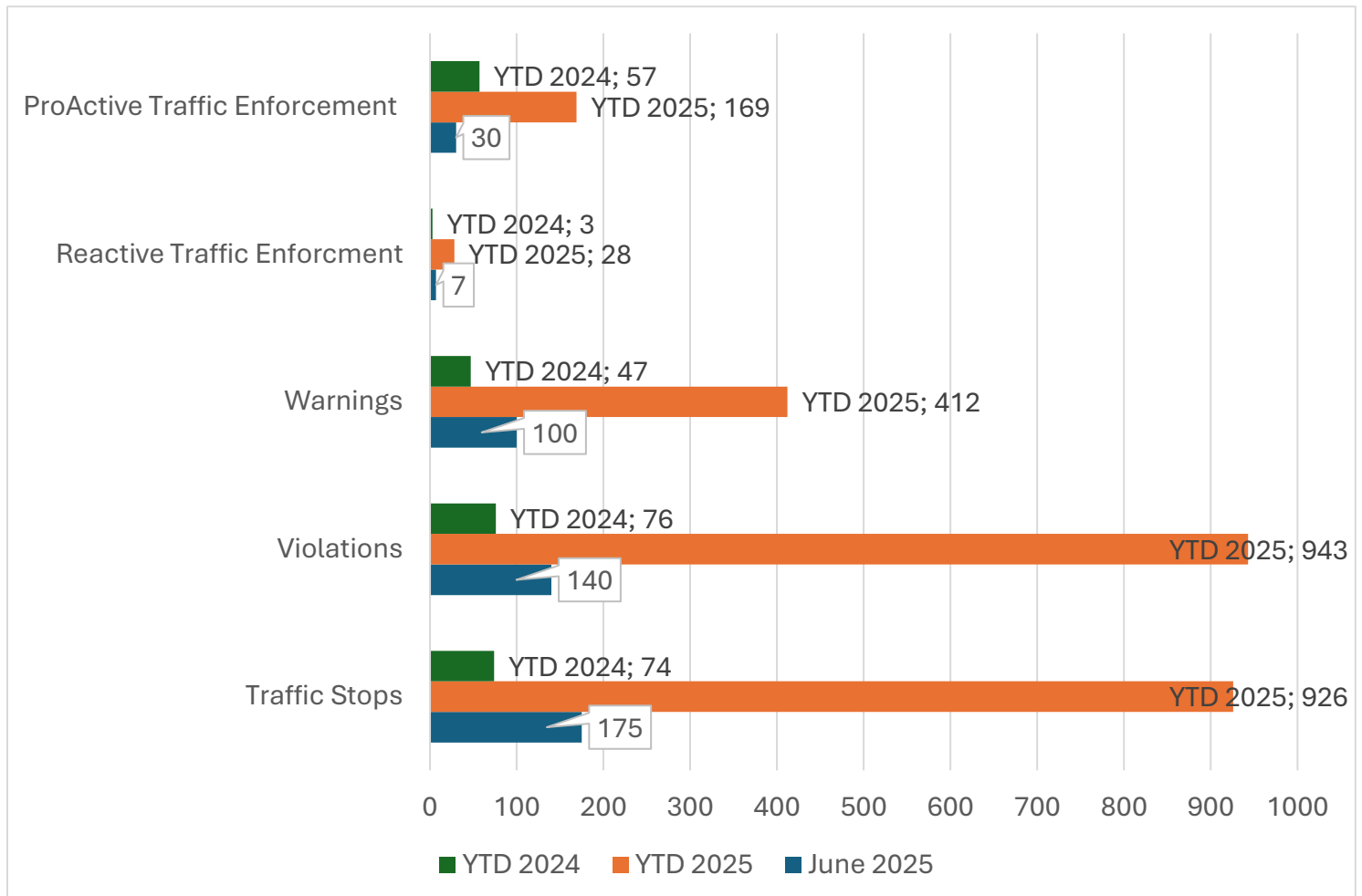
PART 1 PROPERTY CRIME



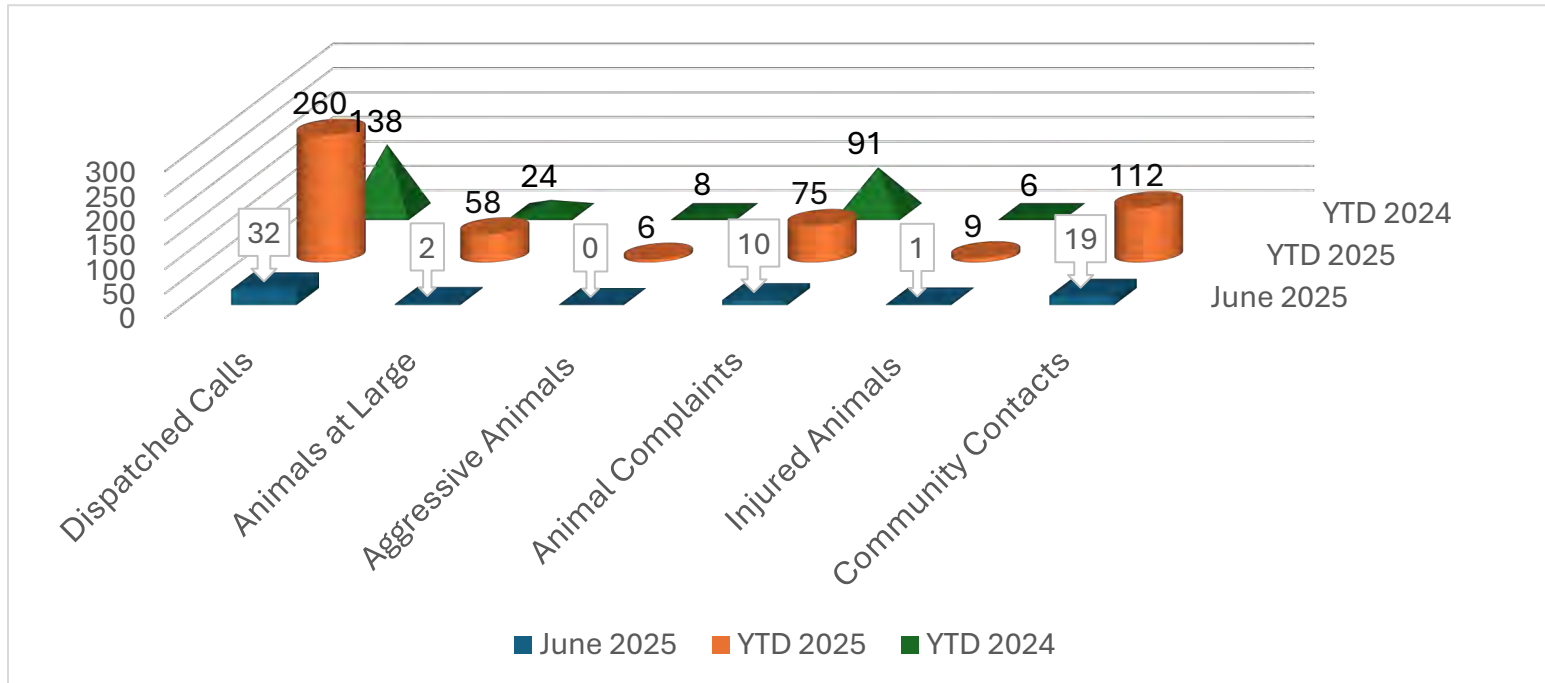
TRAFFIC ACCIDENTS



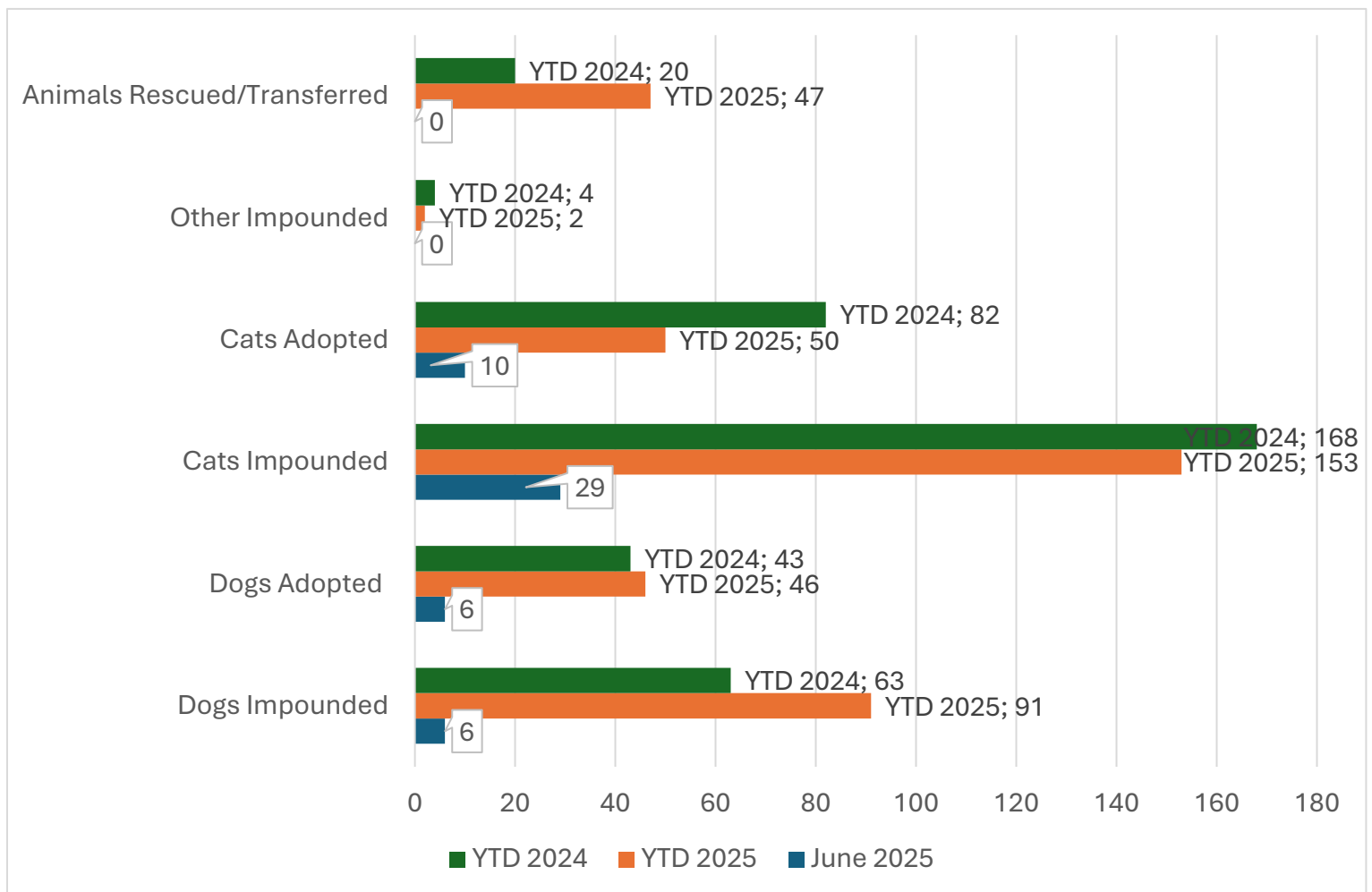
TRAFFIC UNIT



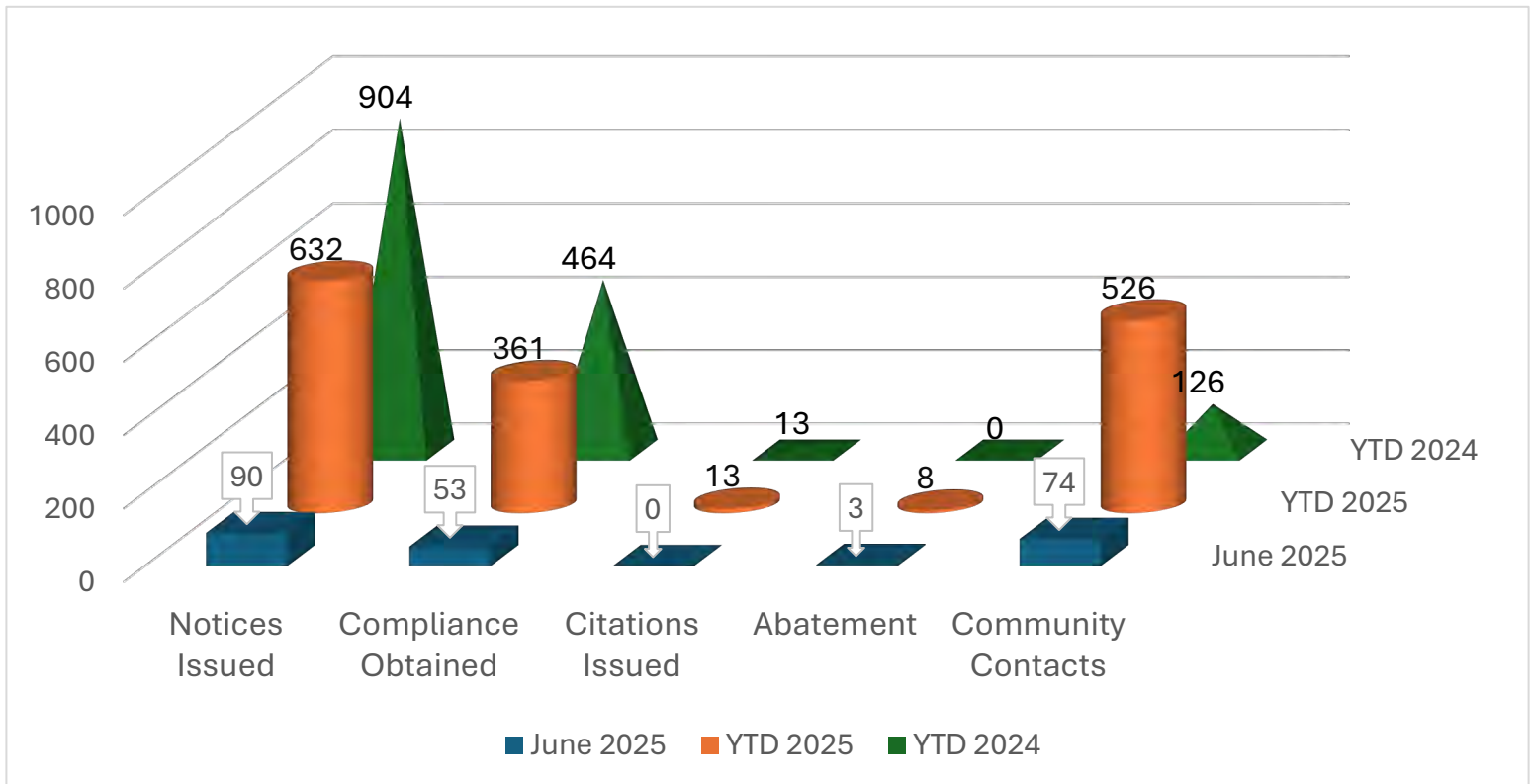
CALLS FOR SERVICE – ANIMAL SERVICES



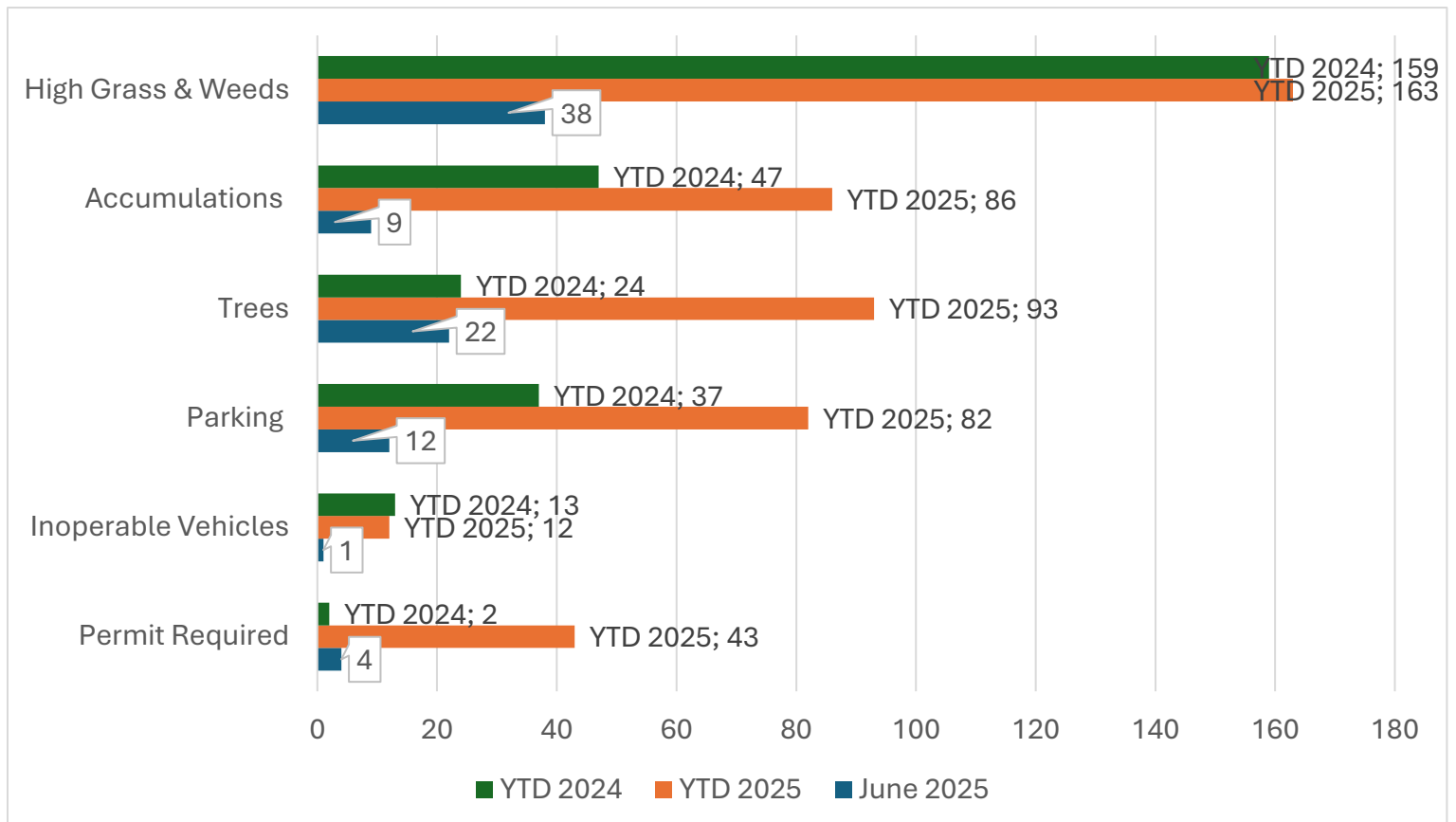
IMPOUNDS & ADOPTIONS



CALLS FOR SERVICE – CODE COMPLIANCE



CODE – COMMON VIOLATIONS





ACCOMPLISHMENTS

POLICE DEPARTMENT

- The first whole month reporting of the Traffic Unit
- June 2nd- 5th PD and FD hosted our Annual Junior Public Safety Academy
- June 6th-10th Officer Samilo attended School Based Law Enforcement class to receive her SRO certification
- June 11, Poncho and Seabiscuit made National News with 271,000 views and 977 shares on Facebook
- June 16th – 20th Captain Miller attended LEMIT Command Staff Leadership Class for his mandatory training
- June 17th, Officer Zeisler rescued a “Car Full” of Kittens that made news stations across the State of Texas, including Good Morning Texas.
- June 19th-21st Chief Sylvester attend the Texas City Management Association Conference in San Antonio.
- June 23rd Ronnie Miller was promoted to Captain, a formal ceremony will be held at a later date.

COMMUNITY COMPLIANCE

- In June, Vax Shack performed 35 spay/neuter surgeries and provided over 75 immunizations.
- Community Compliance performed 3 abatements and started the process on 2 more large abatements.

PUBLIC WORKS – Work Orders**TOTAL WORK ORDERS: 340****STREETS**

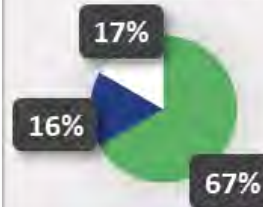
	CURRENT	YTD
Potholes	12	157
Street Patch	0	10
Debris Removal/Mowing	14	79
Sign Repair/Install	7	132
Manhole Repairs	0	3
After Hour Calls	1	14
Other (Mosquito Testing/Spray, etc.)	5	46

WATER

	CURRENT	YTD
Water Line Break	0	6
Water Line Repair	1	11
Meter Leak/Repair	13	74
After Hour Calls	7	40
Other (Water pressure, odor, etc.)	17	85

SEWER

	CURRENT	YTD
Sewer Line Break	0	2
Sewer Line Repair	1	7
Household Back-up	7	51
Drainage	6	27
After Hour Calls	1	10
Other (Odor, etc.)	7	31

LINE LOCATES
■ Emergency ■ Non-emergency
**AFTER-HOUR CALLS**
■ Water
■ Sewer
■ Streets
**UTILITIES – Work Orders****TOTAL WORK ORDERS: 262****SERVICES**

	CURRENT	YTD
Meter Turn On	58	128
Service Shut Off	73	119
Final Reads	27	127
Service Starts	33	129
Re-Read Meter	2	7

GENERAL

	CURRENT	YTD
Possible Leak	11	50
Meter Repairs/Replacement	13	19
Reset Encoder	17	20
No Reads	1	47
Other (Low Consumption, Meter Tests, etc.)	27	54

Operational Updates

- 1450' of sewer line cleaned.
- 60 man-hours spent reading wells and water sampling.
- 16 man-hours spent conducting NAP Testing.
- Lift Station Maintenance.
- Routine/Seasonal mowing throughout the city, including channels.
- Landscape Maintenance of the creek at Creek Trail done.
- Oak Park Reconstruction Project continued.
- Reconstruction of Mary Boaz began.

- Continued installing water meters at Richland Crossing as needed.
- Valve Cleaning and Exercise conducted.

Staff Updates

- Staff completed the following:
 - o Quarterly DLQOR
 - o Bi-Annual Northern Trinity Groundwater Conservation District Reports

Event Updates

- Staff participated in the orientation with Councilman Witt.
- Staff worked on 75th Anniversary flags in preparation for the 4th of July.

PUBLIC WORKS – Work Orders

TOTAL WORK ORDERS: 378

STREETS

	CURRENT	YTD
Potholes	33	145
Street Patch	4	10
Debris Removal/Mowing	34	65
Sign Repair/Install	14	125
Manhole Repairs	1	3
After Hour Calls	1	13
Other (Mosquito Testing/Spray, etc.)	7	41

WATER

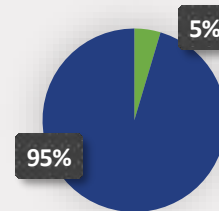
	CURRENT	YTD
Water Line Break	1	6
Water Line Repair	2	10
Meter Leak/Repair	9	61
After Hour Calls	9	33
Other (Water pressure, odor, etc.)	13	68

SEWER

	CURRENT	YTD
Sewer Line Break	1	2
Sewer Line Repair	1	6
Household Back-up	4	44
Drainage	7	21
After Hour Calls	3	9
Other (Odor, etc.)	8	24

LINE LOCATES

■ Emergency ■ Non-emergency



AFTER-HOUR CALLS



UTILITIES – Work Orders

TOTAL WORK ORDERS: 239

SERVICES

	CURRENT	YTD
Meter Turn On	67	195
Service Shut Off	42	161
Final Reads	31	158
Service Starts	39	168
Re-Read Meter	2	9

GENERAL

	CURRENT	YTD
Possible Leak	16	66
Meter Repairs/Replacement	11	30
Reset Encoder	9	29
No Reads	0	47
Other (Low Consumption, Meter Tests, etc.)	22	77

Operational Updates

- 1100' of sewer line cleaned.
- 62 man-hours spent reading wells and water sampling.
- 16 man-hours spent conducting NAP Testing.
- Lift Station Maintenance.
- Routine/Seasonal mowing throughout the city, including channels.
- Oak Park Reconstruction Project continued.
- Greenlander began routine annual spraying of the levee
- Millican replaced the Rena Water Tank pump.



- Installed water meters at new carwash at 7030 Blvd. 26.
- Continued installing water meters at Richland Crossing as needed.
- Staff met with engineers concerning the Midway Bridge.
- Vegetation trimming at Rosebud was conducted.
- Staff have begun designing a Crack Seal Program.
- Staff have begun designing a Valve Cleaning and Exercise Program.

Staff Updates

- Staff were presented with National Drinking Water Week Proclamation and Public Works Appreciated Week Proclamation by City Council.
- Staff completed the following:
 - Annual Sludge Report
 - Pretreatment Performance Summary
 - Annual SSO was completed

Event Updates

- Staff participated in Career Day at Cheney Hills.
- Staff placed flags along Baker for Memorial Day.