

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
MARCH 23, 2026
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.

1. CALL TO ORDER - 5:30 P.M.

CITY COUNCIL WORK SESSION

- A. Discussion regarding Todo Verde IT Solutions and Services and Meter Network Infrastructure
- B. North East Fire Department Association Update
- C. Discussion Regarding Updates To The Water And Wastewater System Facility Impact Fees For New Development Within The City Of Richland Hills.
- D. Discuss Items Listed On Tonight's City Council Agenda. No Action Will Be Taken And Each Item Will Be Considered During The Regular Session.

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.

Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

Land Acquisition #26-01
Land Acquisition #26-02

2. REGULAR SESSION - TO BEGIN IMMEDIATELY FOLLOWING EXECUTIVE SESSION

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

INVOCATION AND PLEDGES OF ALLEGIANCE

3. PRESENTATIONS & COMMUNITY INTEREST ITEMS

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 City Council has previously considered in a public hearing.

- A. Citizen Appearances/Public Comments
- B. Presentation Of 5-Year Service Award To Police Lt. Adam Atteberry
- C. 2026 Easter Celebration

4. REPORTS & DISCUSSIONS

- A. February Department Reports

5. 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 March 9, 2026 City Council Regular Meeting
- B. Resolution 639-26 Participating In The National Wildlife Federation's Mayor's Monarch Pledge
- C. Approve Resolution 640-26 Authorizing The Change Of Authorized Representatives For LOGIC

6. PUBLIC HEARINGS

7. NEW BUSINESS

- A. Consider Ordinance 1538-26 Amending Chapter 18 "Businesses", Of The Code Of Ordinances Of The City Of Richland Hills, Texas, By Amending Subsection 18-636, "Permit Application Process" Of Article XIII "Short-Term Rental Registration" To Simplify The Registration Process For Short-Term Rentals.
- B. Resolution - A Resolution Awarding A Contract For The City Plaza Outdoor Audio System Project With Texadia Systems Utilizing The Tips

Cooperative Purchasing Contract; Authorizing The City Manager Or Designee To Execute Contract Documents; Authorizing A Budget Amendment And Funding From The Strategic Initiatives Fund In An Amount Not To Exceed \$107,378.56; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; And Declaring An Effective Date (Strategic Initiatives - General Fund)

8. ADJOURNMENT

CERTIFICATE

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Monday, March 16, 2026, by 5:30 p.m., and remained so posted at least three business days before said meeting convened, pursuant to the Texas Government Code, Chapter 551.

Lisa Boyd

Lisa Boyd
Interim City Secretary



ACCESSIBILITY STATEMENT

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

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Jason Moore, City Manager
Date: March 23, 2026
Subject:

Agenda Item:

Discussion regarding Todo Verde IT Solutions and Services and Meter Network Infrastructure

Background Information:

Financial Considerations:

Legal Review:

Board/Citizen Input:

Attachments:

None

Council Action Requested:

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Wes Rhodes, Fire Chief
Date: March 23, 2026
Subject: North East Fire Department Association Update

Agenda Item:

North East Fire Department Association Update

Background Information:

This is an informational update reinforcing the importance of our regional partnerships in maintaining service levels while controlling costs.

- NEFDA provides specialized regional response capabilities (hazmat, technical rescue, mobile command, etc.) across 14 cities
- Covers approximately 178 square miles and serves over 500,000 residents
- Shared services model allows participating cities to access high-level emergency response resources at a significantly reduced cost
- Annual dues structure is based on population, with Richland Hills benefiting from a relatively low cost per resident

Financial Considerations:

Legal Review:

Board/Citizen Input:

Attachments:

None

Council Action Requested:

None

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: JP Ducay, Director of Planning and Development Services
Date: March 23, 2026
Subject: Discussion regarding updates to the water and wastewater system facility impact fees for new development within the City of Richland Hills.

Agenda Item:

Discussion regarding updates to the water and wastewater system facility impact fees for new development within the City of Richland Hills.

Background Information:

The City of Fort Worth provides wholesale water and wastewater services to the City of Richland Hills. In accordance with the Uniform Wholesale Water and Wastewater Contracts, the City of Fort Worth establishes the water and wastewater impact fee rates applicable to new development.

The City of Fort Worth recently adopted revised impact fee rates that took effect on October 1, 2025, with an additional adjustment scheduled for October 1, 2026. These two rates were adopted to phase in the increase in the collection rate over a two-year period, consistent with Fort Worth’s Impact Fee Study.

As a result, the City of Richland Hills must update the impact fee rates listed in its ordinances to reflect these changes.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

1. 1. FW New Water and Wastewater Impact Fees

Council Action Requested:

Provide direction on updating the water and wastewater system facility impact fees for new development within the City of Richland Hills.



Water and Wastewater Impact Fees

Impact fee rate changes

On June 10, 2025, the City Council adopted changes to the impact fee rates, which take effect on Oct. 1, 2025 and Oct. 1, 2026. The table below outlines the upcoming impact fees cost changes.

Meter Size	Water Impact Fee		Wastewater Impact Fee		Combined Impact Fee	
	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2025	Oct. 1, 2026
5/8" x 3/4"	\$2,824	\$2,990	\$2,680	\$2,838	\$5,504	\$5,828
3/4"	\$4,236	\$4,485	\$ 4,020	\$4,257	\$8,256	\$8,742
1-inch	\$7,060	\$7,475	\$6,700	\$7,095	\$13,760	\$14,570
1.5-inch	\$14,120	\$14,950	\$13,400	\$14,190	\$27,520	\$29,140
2-inch	\$22,592	\$23,920	\$21,440	\$22,704	\$44,032	\$46,624
3-inch	\$61,422	\$65,033	\$58,290	\$61,727	\$119,712	\$126,759
4-inch	\$105,900	\$112,125	\$100,500	\$106,425	\$206,400	\$218,550
6-inch	\$225,920	\$239,200	\$214,400	\$227,040	\$440,320	\$466,240
8-inch	\$395,360	\$418,600	\$375,200	\$397,320	\$770,560	\$815,920
10-inch	\$593,040	\$627,900	\$562,800	\$595,980	\$1,155,840	\$1,223,880

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Jason Moore, City Manager
Date: March 23, 2026
Subject: Discuss Items Listed On Tonight's City Council Agenda. No Action Will Be Taken And Each Item Will Be Considered During The Regular Session.

Agenda Item:

Discuss Items Listed On Tonight's City Council Agenda. No Action Will Be Taken And Each Item Will Be Considered During The Regular Session.

Background Information:

Financial Considerations:

Legal Review:

Board/Citizen Input:

Attachments:

None

Council Action Requested:

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Kim Sylvester, Assistant City Manager/Police Chief
Date: March 23, 2026
Subject: Presentation of 5-year Service Award to Police Lt. Adam Atteberry

Agenda Item:

Presentation of 5-year Service Award to Police Lt. Adam Atteberry

Background Information:

Lieutenant Atteberry has served with the Richland Hills Police Department since March 2021 and brings over a decade of law enforcement experience. He began his career with the Kaufman Police Department in 2014 as a Patrol Officer and was promoted to Sergeant in 2016.

In 2024, Lieutenant Atteberry received the Chief's Unit Award for his leadership in managing the department's Field Training Program. He holds a Master's Peace Officer Certification and is also a graduate of the 2022 School of Police Supervision through the Institute for Law Enforcement Administration. Within the department, he serves as the Field Training Coordinator and as an instructor for ALERRT, CRASE, and the Citizens Police Academy.

Lieutenant Atteberry graduated from Navarro College's Basic Peace Officer Program and holds an Associate Degree from Tarrant County College. He is currently pursuing a Bachelor's Degree in Criminal Justice Administration at Tarleton State University and is expected to graduate in 2026.

Raised in Cedar Hill, Texas, Lieutenant Adam Atteberry is a devoted husband to his wife, Brittney, and a proud father to three children—Ella, Maci-Leigh, and Wyatt. The Atteberry family resides in Waxahachie and are active members of Renovation Church in Midlothian.

Before entering law enforcement, Lieutenant Atteberry worked as a farrier shoeing horses, a trade he began after the birth of his oldest daughter, demonstrating the strong work ethic and dedication to providing for his family that continues to guide him today.

Financial Considerations:

Legal Review:

Board/Citizen Input:

Attachments:

1. Adam Atteberry - 5 years

Council Action Requested:

Presentation of 5-year Service Award to Police Lt. Adam Atteberry

Certificate of Service

Presented to

Lt. Adam Atteberry

Police Lieutenant



*in recognition and appreciation of
Five Years of Service*

Presented this 23rd Day of March 2026

Jason Moore, City Manager

Curtis Bergthold, Mayor

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Eric Valdez, Director of Parks and Recreation
Date: March 23, 2026
Subject: 2026 Easter Celebration

Agenda Item:

2026 Easter Celebration

Background Information:

This year's Easter celebration will take place on Saturday, March 28th from 10:00AM to Noon at the Link Plaza.

Egg Hunt Times

10:30 AM Ages 3 & Under

10:45 AM Ages 4-6

11:15 AM Ages 7-9

11:30 AM Ages 10-12

Pre-registration for the egg hunt is encouraged. Register at TheLinkRec.com.

Financial Considerations:

Legal Review:

Board/Citizen Input:

Attachments:

None

Council Action Requested:

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Jason Moore, City Manager
Date: March 23, 2026
Subject: February Department Reports

Agenda Item:

February Department Reports

Background Information:

February Department Reports

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

1. 02-2026 Dev Serv Department Report
2. 02-2026 Parks & Rec Department Report
3. 02-2026 Police Department Report
4. 02-2026 Public Works Department Report

Council Action Requested:

None



Richland Hills Development Services

3200 Diana Drive | Richland Hills, TX,
76118 817-616-3800 | richlandhills.com

Department Report

March 18, 2026

Subject: Development Services Report - February 2026

To Whom It May Concern:

The February 2026 report reflects steady development activity, with residential permits continuing to outpace commercial permits across most categories. Compared to the previous month, residential activity declined slightly, particularly in mechanical and electrical permits, while commercial permits showed modest growth. Year-to-date totals indicate consistent momentum in permitting, especially in mechanical and building-related categories.

Other activity metrics show a notable increase in garage sale permits and registered rental certificates of occupancy compared to the same period last year, suggesting heightened community-level engagement and rental activity. Meanwhile, right-of-way permits declined significantly from the prior year comparison month, representing a notable drop in that category. Overall, the data suggests stable development trends with incremental shifts in specific permit types rather than any major fluctuations.



JP Ducay

Director of Planning & Development Services

817-616-3745

jducay@richlandhills.com

Monthly Report-February 2026



Public Works - Work Orders

Streets	Current	YTD
Potholes	52	352
Service repairs	0	26
Debris removal	4	96
Sign repair/replace/install	0	249
After hour call outs	0	20

Water

Main Breaks	1	28
Service line leaks	1	18
Meter leaks	9	102
Valve and Hydrant exercise	10 hours	150 hours
Complaint (pressure, odor, visual)	0	4
After Hour Callouts	5	92

Wastewater

Main Breaks	0	0
Back ups	10	80
Service line repairs	2	11
Manhole Inspections	30 hours	302 hours
Odor Complaints	0	13
After Hour Callouts	5	42

Drainage

Mowing	40 hours	250 hours
Clearing inlets/inlet inspection	40 hours	200 hours
Tree trimming	6 hours	46 hours
Mosquito Spraying	0 hours	6 hours

Utility Billing / Line locates

Work Orders	240	1328
Line Locates	119	794
Emergency Line Locates	8	39

Operational Updates

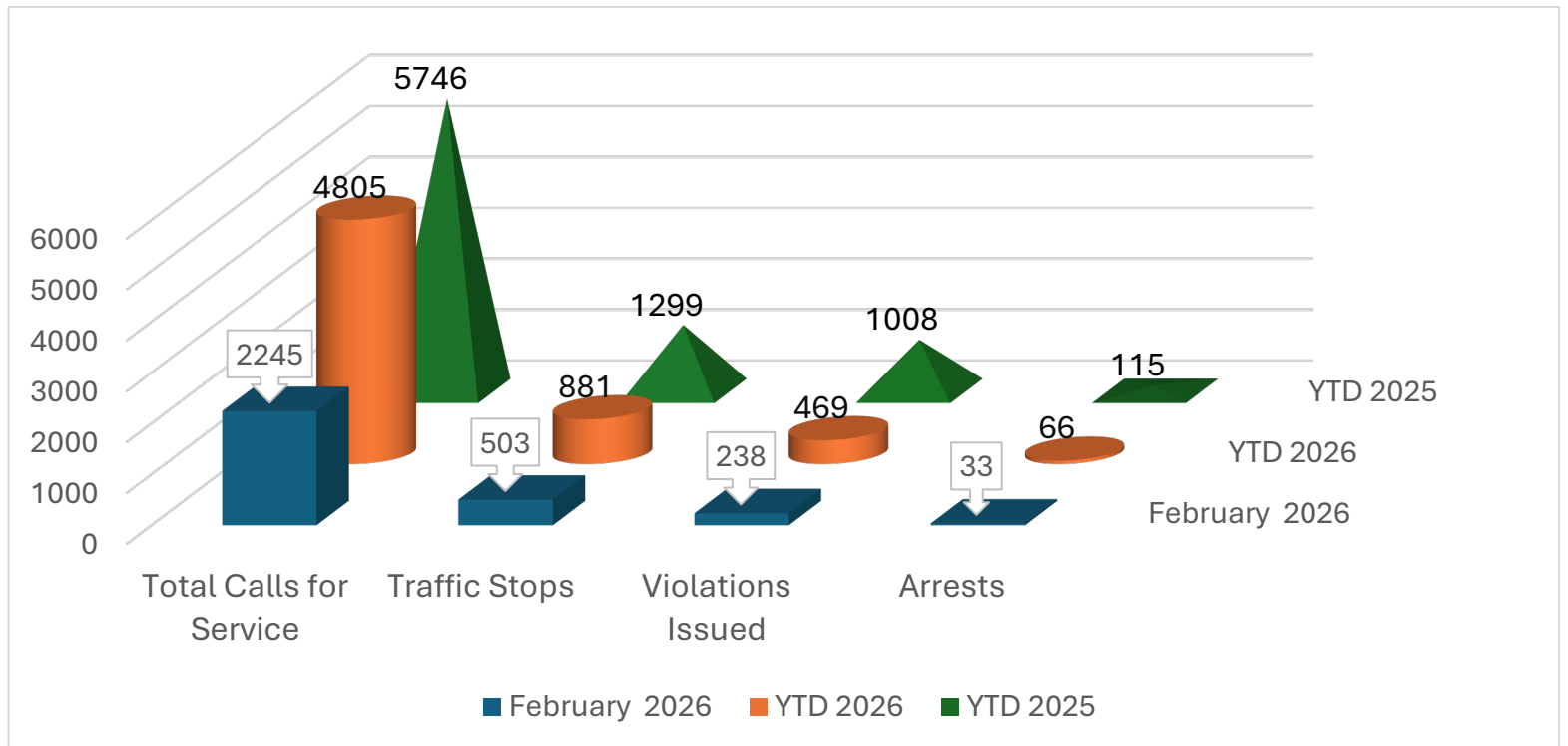
- 1,800 Ft of sewer line cleaned.
- 40 hours of NAP testing.
- Continuous inspections of Roadway and Capitol Projects.
- Identify signage replacement and repairs for traffic enforcement.
- Assist with Community Compliance with numerous community code violations (low hanging trees, overgrown grass etc.)
- Cleaned up after ice event.



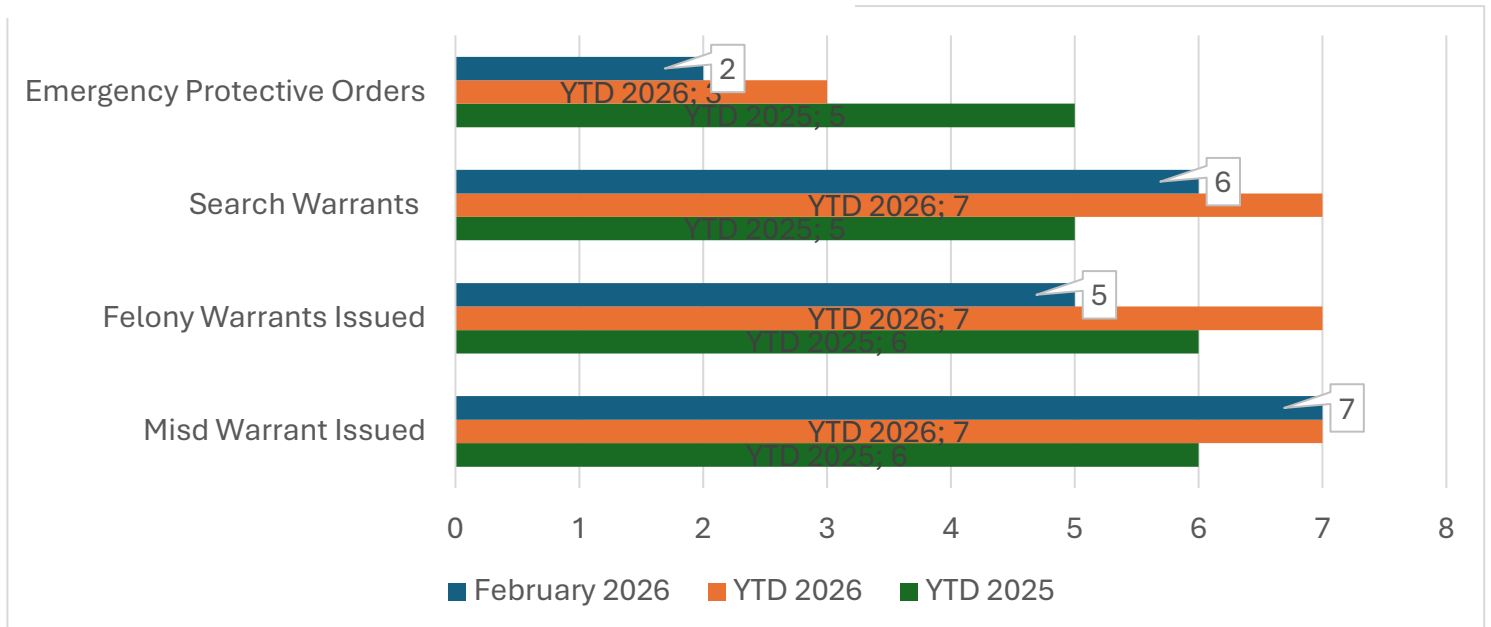
**Police
Department**

**FEBRUARY
2026**

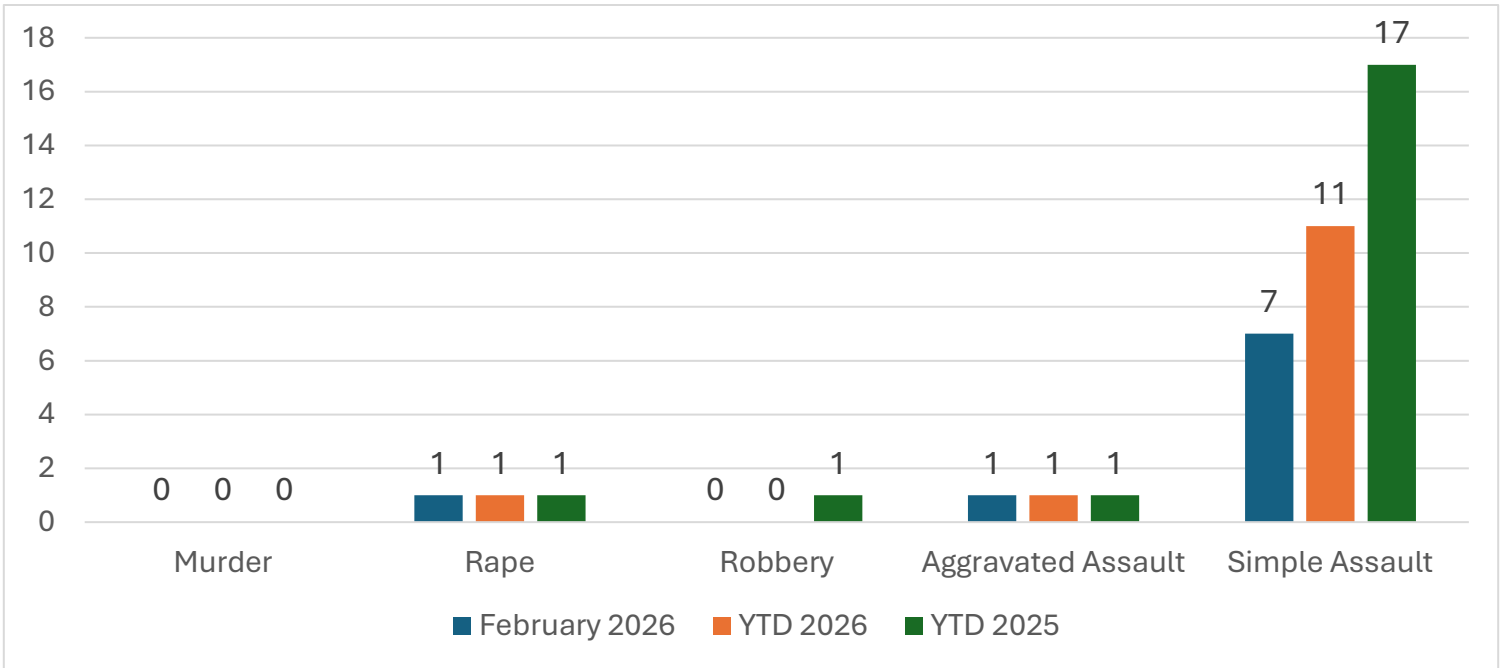
SERVICE CALLS



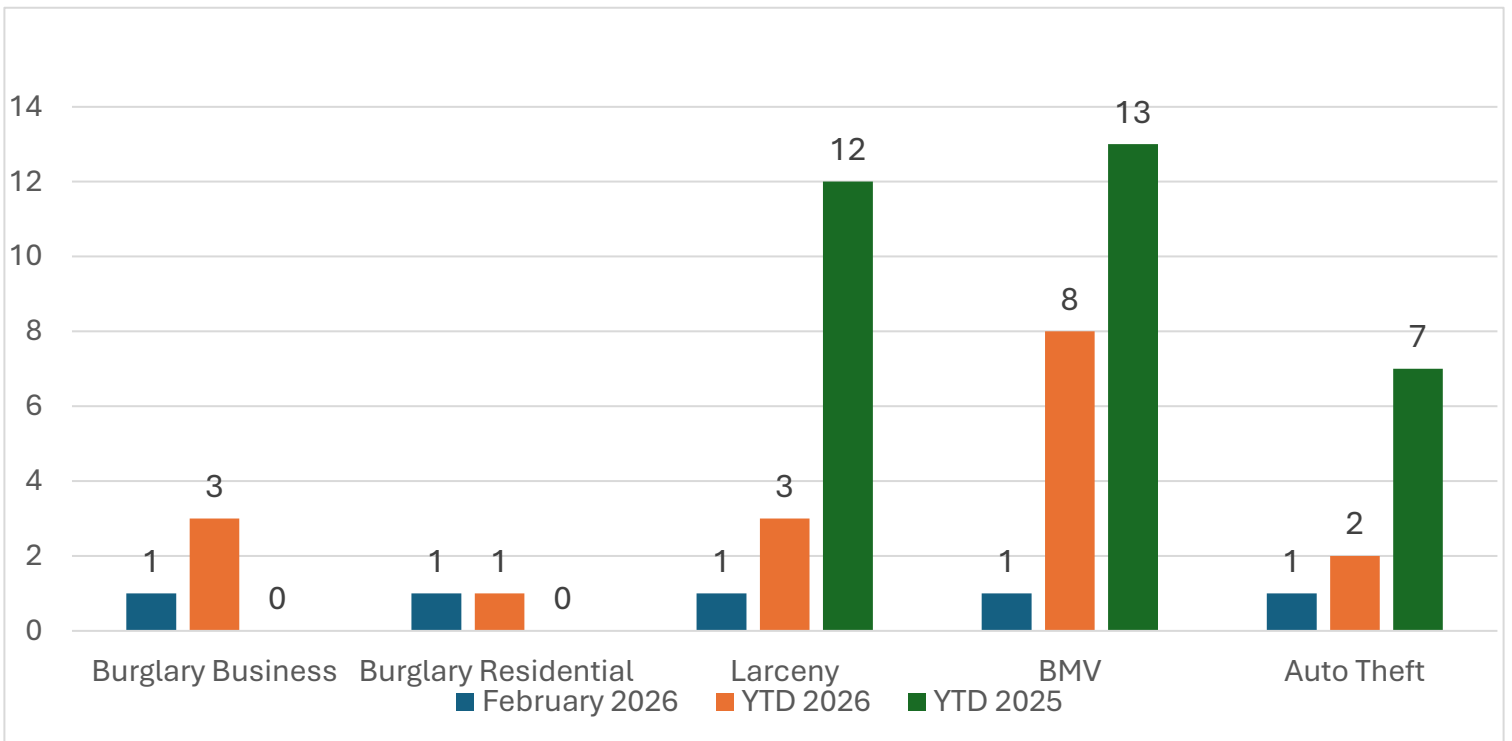
CRIMINAL INVESTIGATIONS



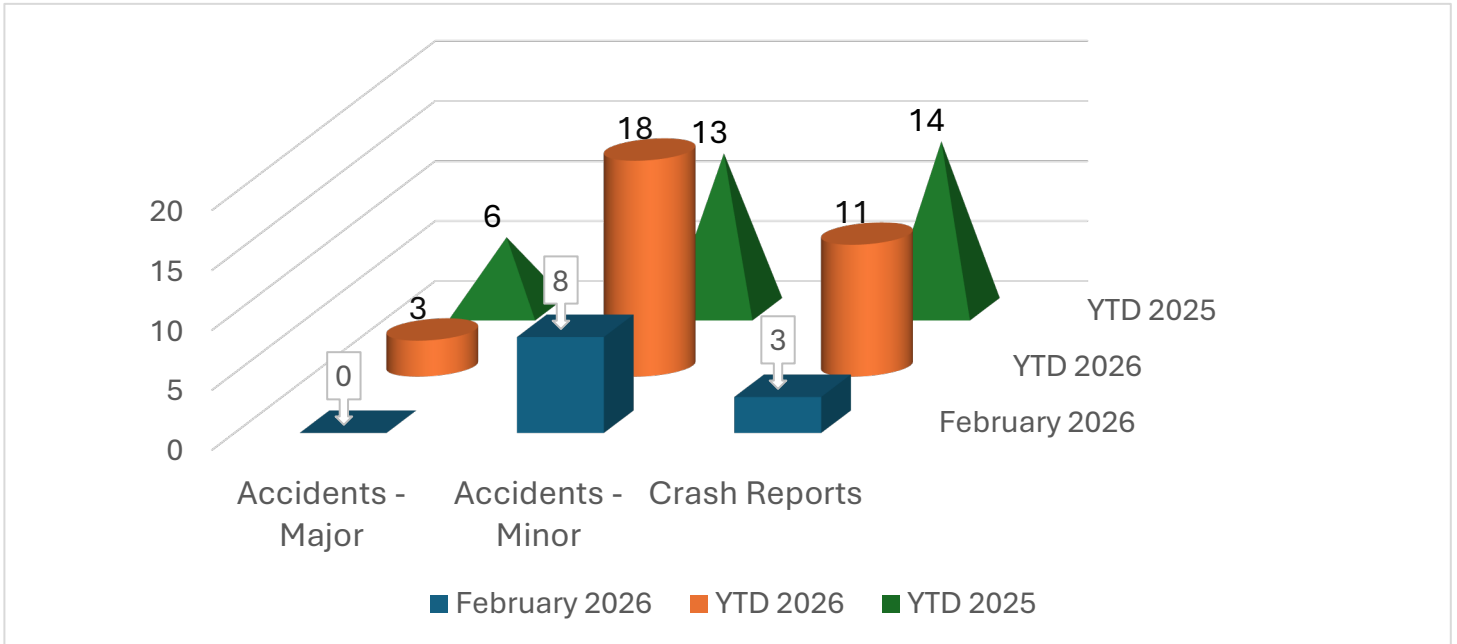
PART 1 VIOLENT CRIME



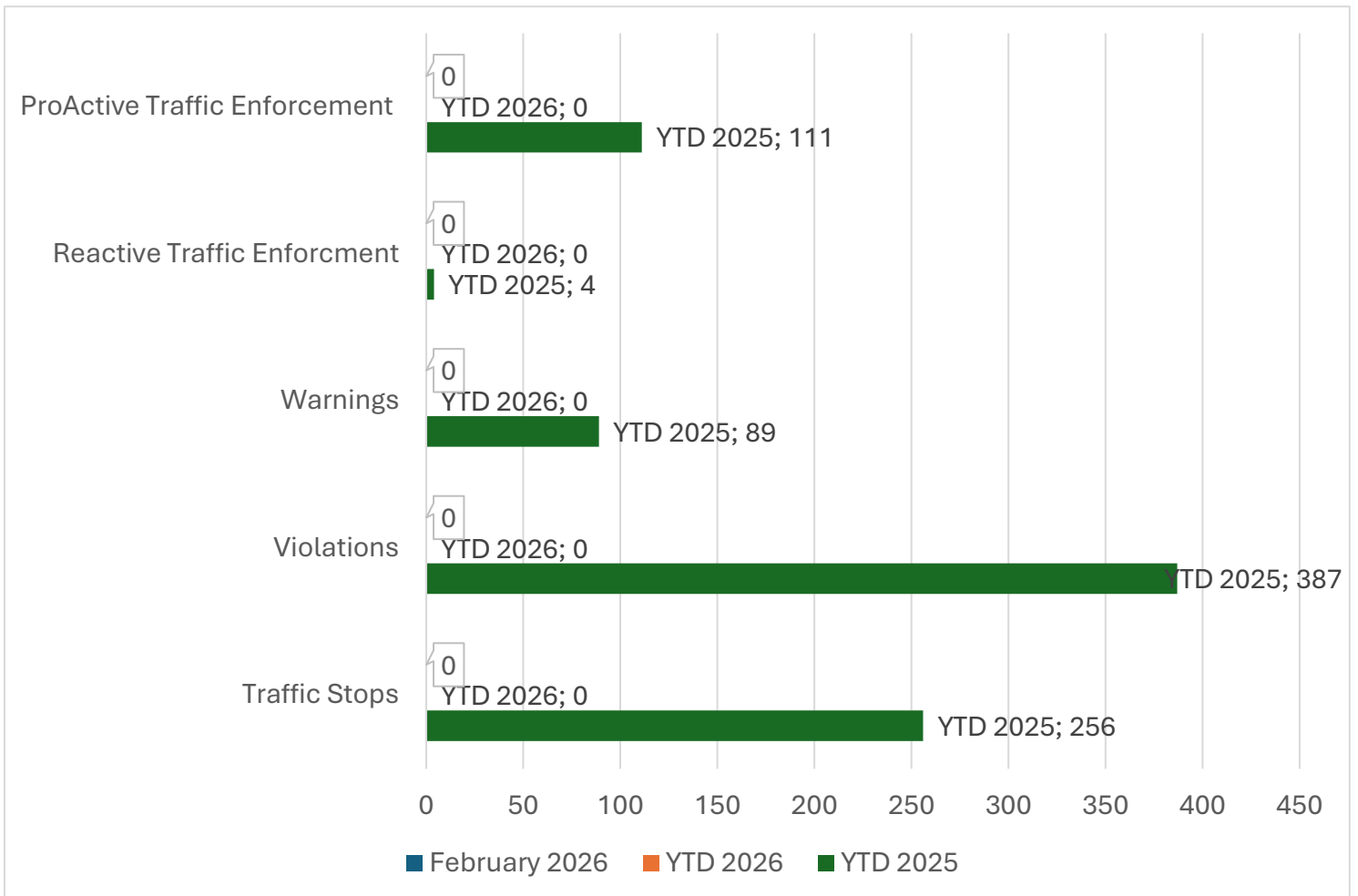
PART 1 PROPERTY CRIME



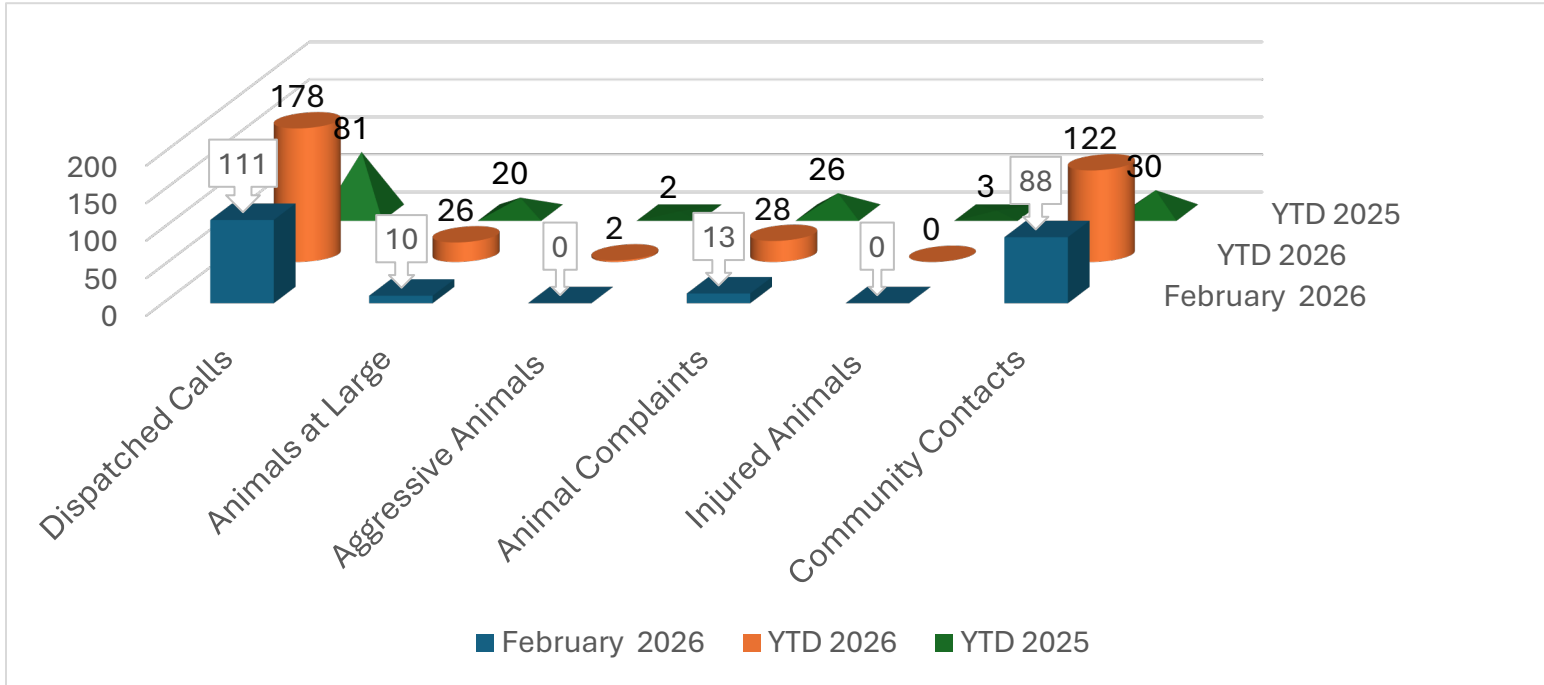
TRAFFIC ACCIDENTS



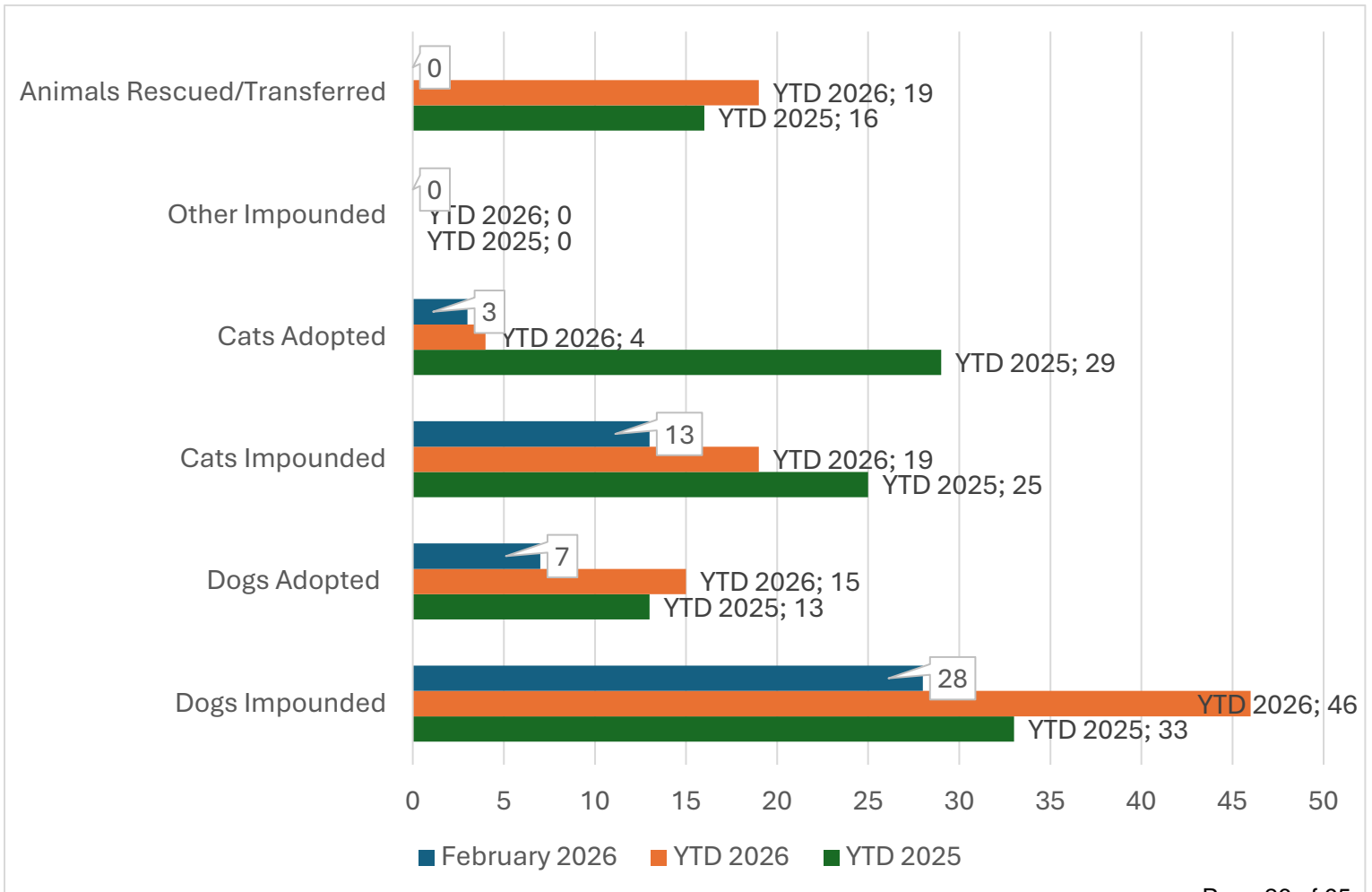
TRAFFIC UNIT



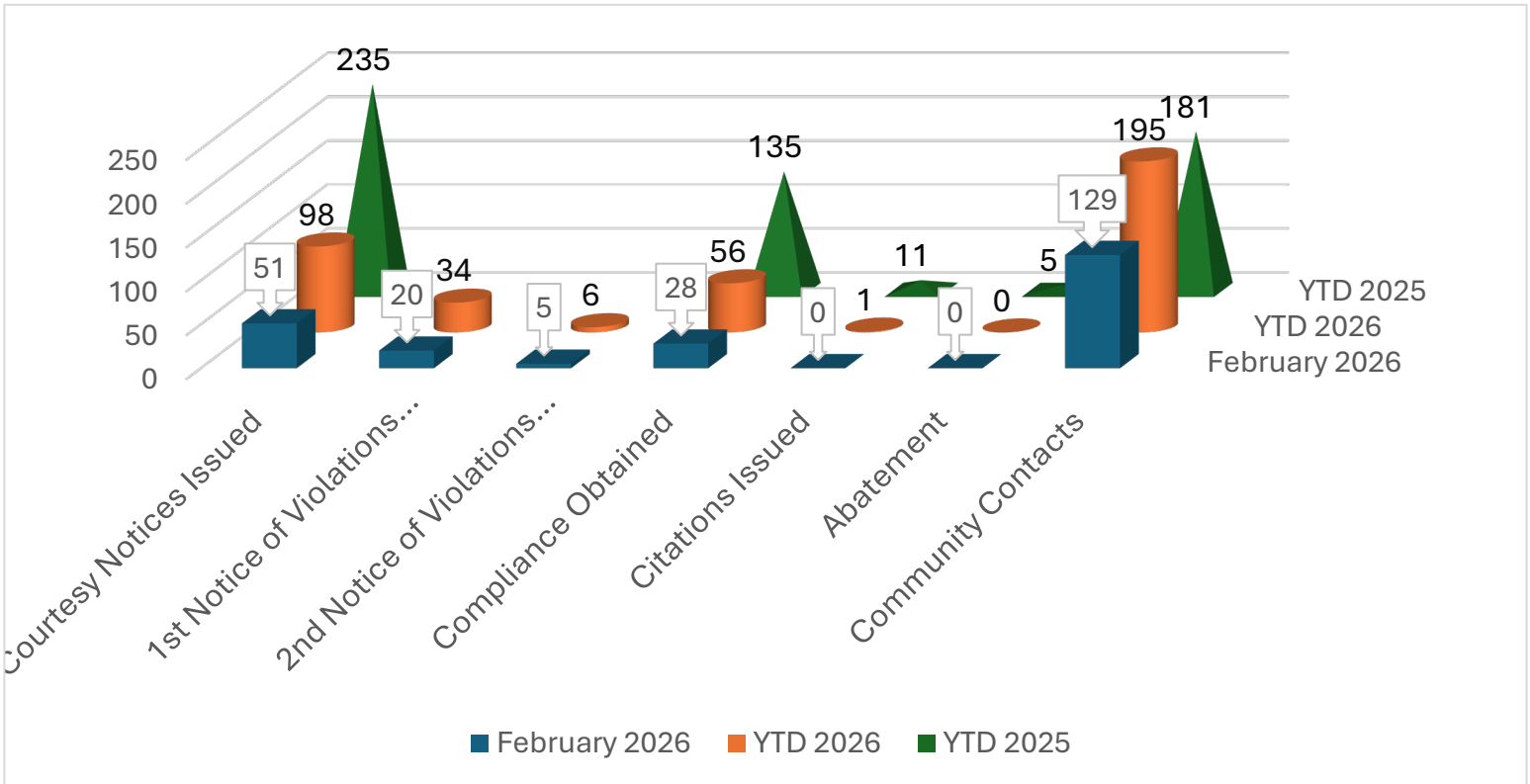
CALLS FOR SERVICE – ANIMAL SERVICES



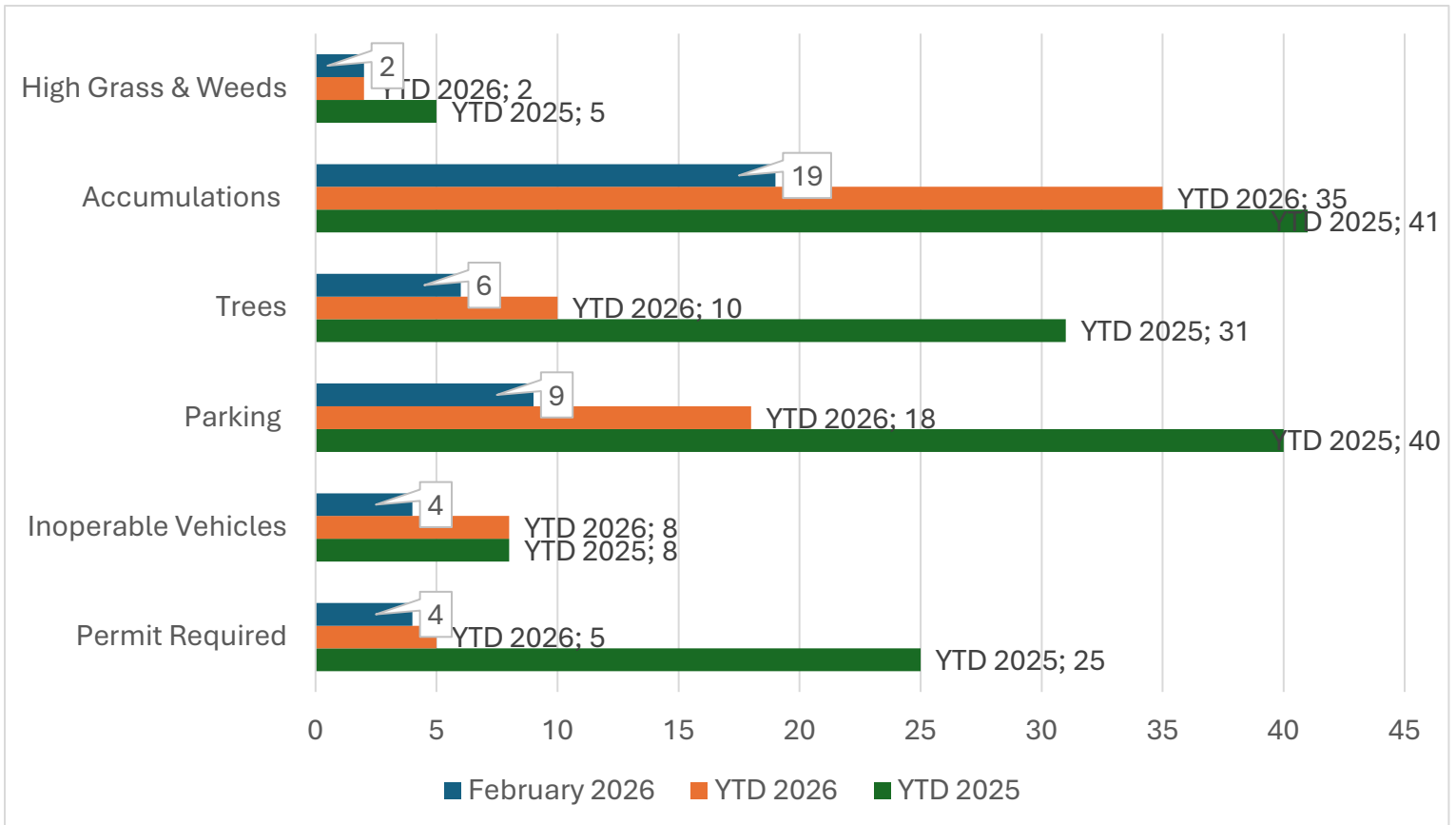
IMPOUNDS & ADOPTIONS



CALLS FOR SERVICE – CODE COMPLIANCE



CODE – COMMON VIOLATIONS





ACCOMPLISHMENTS



POLICE DEPARTMENT

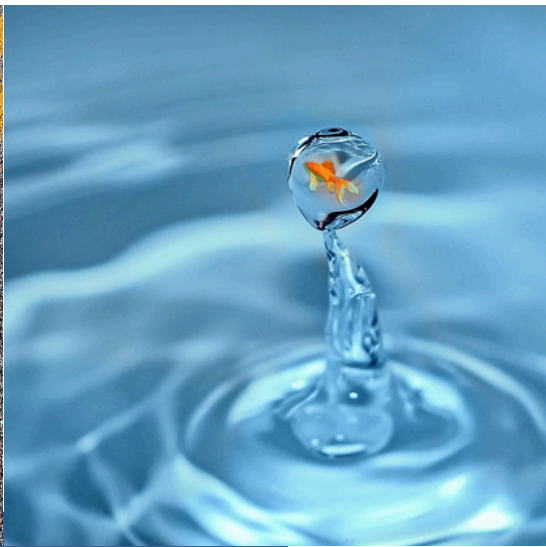
- February 5: Officers participated in World Read Aloud Day at Cheney Hills Elementary School and Jack C. Binion Elementary, engaging with students and promoting literacy within the community.
- February 6: Captain Miller, Lieutenant Gaytan, Lieutenant Atteberry, Sergeant May, and Sergeant Zeisler participated in the Special Olympics Polar Plunge, which raised over \$15,000 in support of Special Olympics Texas (SOTX).
- February 10: Officer Zeisler was promoted to Sergeant, and Officer Emily Miller was officially sworn in as a new member of the department.
- February 10: Officer Thomson attended the ASP Baton and OC Instructor Course to further develop departmental training capabilities.
- February 16–20: Officer Strong and Officer Turner attended the Intermediate Crime Scene Course, a Texas Commission on Law Enforcement (TCOLE) mandated training.
- February 21: Sergeant Zeisler participated in the First Annual Super Polar Plunge, completing a plunge every hour on the hour for 24 consecutive hours in support of Special Olympics Texas.

COMMUNITY COMPLIANCE

- The Animal Shelter, in partnership with Furever Buddy, supported the annual Smooch the Pooch contest. The winner of this year's contest was Superman. Following the event, Superman was adopted, with his adoption fee generously sponsored by Furever Buddy.
- 29 of the 54 cases opened in February have been successfully closed.
- A Multi-Disciplinary Meeting was conducted with Police, Fire, Community Compliance, and Planning and Development to collaborate and develop action plans addressing key problem areas throughout the city.
- The Community Compliance Team and Administration met to develop a Priority Property List to help direct resources and focus efforts on the most pressing property-related issues across the city.

RICHLAND HILLS PUBLIC WORKS

FEBRUARY • 2026



WATER

MAIN REPAIRS	1
SERVICE LINE REPAIRS	1
METER LEAK REPAIRS	9
VALVE/HYDRANT EXERCISE	10 HOURS
AFTER HOUR CALL OUTS	5
UTILITY BILLING WORK ORDERS	240

WASTEWATER

BACK UPS	10
SERVICE LINE REPAIRS	2
MANHOLE INSPECTIONS	30 HOURS
AFTER HOUR CALLOUTS	5

STREETS

POTHOLES	52
DEBRIS REMOVAL	4
LINE LOCATES	119

DRAINAGE

MOWING	40 HOURS
CLEARING INLETS	40 HOURS
TREE TRIMMING	6 HOURS

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Lisa Boyd
Date: March 23, 2026
Subject: Approve Minutes from the March 9, 2026 City Council Regular Meeting

Agenda Item:

Approve Minutes from the March 9, 2026 City Council Regular Meeting

Background Information:

Approve Minutes from the March 9, 2026 City Council Regular Meeting

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

1. 3-9-2026 City Council Minutes draft

Council Action Requested:

**RICHLAND HILLS CITY COUNCIL
REGULAR MEETING AGENDA
MARCH 9, 2026
MINUTES**

Roll Call:

Council Present

Curtis Bergthold, Mayor
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

Staff present

Jason Moore, City Manager
Lisa Boyd, Interim City Secretary
Elizabeth Yelverton, City Attorney

CITY COUNCIL WORK SESSION - 6:00 P.M.

A. Senior Lunch Bunch Discussion

Eric Valdez, Director of Parks & Recreation presented Lunch Bunch fee rollout and education campaign to begin immediately. Will implement registration - pay ahead process, coordinate in-person, online, and phone registration. Andrew and Korey will educate attendees at events and through website and signage. Council member Goveas wants to revisit it after initiation to see how it's working. Target is to roll it out first of April.

B. Water/Wastewater Rate Study Discussion

Jason Gray with Willdan reviewed and validated the 2024 rate study assumptions. CIP, debt issuances, pass through rates and wholesale costs were discussed. Staff is working to prepare a revised ordinance for City Council consideration in April. Jason Moore, City Manager, will get with finance staff and obtain numbers to then be presented to Jason Gray and his team for impact fee review.

C. Discuss Future Agenda Format

Jason Moore, City Manager proposed an update to the format of the agenda. He proposed simplifying current agenda wording. There was discussion regarding work session start time. The recommendation is that the work session would begin at 5:30 p.m. with regular session to begin immediately following. This will reduce public wait

times.

- D. Discuss Items Listed On Tonight's City Council Agenda. No Action Will Be Taken And Each Item Will Be Considered During The Regular Session.

Council Member John Skier asked where the funds coming from for Agenda Item 3(D) Resolution 638.26 regarding the purchase of Rifle Resistant Body Armor. Chief Sylvester advised that this is a grant that is 100% funded by the Office of the Governor Public Safety Office Criminal Justice Division.

City Manager Jason Moore explained Agenda Item 3(C) Resolution 637-26 regarding the method by which Open Records Requests are submitted

1. EXECUTIVE SESSION

Motion: A motion was made by Councilmember Skier and seconded by Councilmember Goveas to Adjourn into Executive Session at 6:56 p.m.

Motion carried by a vote of 7 to 0.

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

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

2. Section 551.087: Economic Development
Project # 26-01

REGULAR SESSION - TO BEGIN IMMEDIATELY FOLLOWING EXECUTIVE SESSION

Mayor Bergthold reconvened into Regular Session at 7:31 p.m.

CALL TO ORDER

Mayor Bergthold called the meeting to order at 7:31 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE

The invocation and pledges were led by Mayor Bergthold

2. PRESENTATIONS

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 City Council has previously considered in a public hearing.

A. Parks And Recreation Employee Certification Recognition

Eric Valdez presented recognition to Recreation Facility Manager Andrew Saxon who recently earned the Certified Parks and Recreation Professional (CPRP) designation through the National Recreation and Park Association (NRPA). The CPRP is a nationally recognized certification and represents the professional standard for parks and recreation practitioners committed to excellence and best practices in the field.

Additionally, Recreation Coordinator Korey Nauert recently renewed his CPRP certification, demonstrating the department's ongoing commitment to maintaining professional credentials. The Parks and Recreation Department supported Mr. Nauert's renewal by providing opportunities to earn required continuing education credits through approved training and professional development activities.

B. Citizen Appearances/Public Comments

None

3. 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.

Motion: A motion was made by Council Member Goveas and seconded by Council Member Estep to Approve Consent Agenda
Motion carried by a vote of 7 to 0.

- A. Approval Of Minutes From The February 9, 2026 City Council Regular Meeting
- B. Approval Of Minutes From The February 14, 2026 Strategic Visioning And Budget Workshop
- C. A Resolution Of The City Of Richland Hills, Texas, Approving The Method For Making Written Requests For Public Information; Directing The Interim City Secretary To Display The Open Records Poster; And Declaring An

Effective Date

- D. Consider Resolution 638-26 Approving And Authorizing The City Manager To Accept, Decline, Modify, Or Cancel Grant Awards For The Purchase Of Rifle Resistant Body Armor.

4. PUBLIC HEARINGS, MEETINGS, AND OTHER RELATED ITEMS

5. ORDINANCES & RESOLUTIONS AND OTHER RELATED ITEMS

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

7. OTHER ITEMS FOR CONSIDERATION

- A. Consider Appointment To Animal Shelter Advisory Board

Motion: A motion was made by Councilmember Malone and seconded by Councilmember Estep to Appoint Kimberly Bachner to Animal Shelter Advisory Board Consider appointment to Animal Shelter Advisory Board.

Motion carried by a vote of 7 to 0.

8. REPORTS & DISCUSSIONS

- A. January Department Reports

Chantele Hancock, Library Director, presented the January Library report
Kim Sylvester, Police Chief, presented the January Police Department report
Kim Sylvester, Police Chief, presented the January Community Compliance report

9. 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

Council Member Estep read the following:

Family Craft Night

Richland Hills Public Library holds their Family Craft Night every 2nd and 4th Friday from 5:00-6:30 p.m. every month

Summer Camp at the Link

The Link is hosting Summer Camp for children ages 5 to 12, with full days of fun and structured activities including crafts, group games, outdoor play, gym time, and a weekly scheduled field trip.

Camp runs from 7:30a.m. to 6:00p.m. Families should send a sack lunch each day. The cost is \$150.00 per camp week. When you register, \$20 of that \$150 is due immediately to hold your child's spot. This \$20 is a non-refundable security deposit and is applied toward the weekly camp fee.

The remaining balance for each camp week is automatically drafted seven days before the first day of that camp week.

Registration opened online March 1 and in person March 2.

Easter Bunny Pictures

Stop by the Richland Hills Animal Services on Saturday, March 14 from Noon-3 for Easter Bunny pictures for pets and/or family. Pictures are 2 for \$10. All proceeds benefit the shelter. Several vendors will be there to shop while you visit the shelter.

Food Pantry

John 21 Food Pantry has been moved indoors to Richland Hills Baptist Church, 6852 Baker Blvd. The pantry will be available on the second Thursday of each month at 5:30 p.m.-7 p.m. The new location will be indoors and will allow the food pantry to open regardless of weather conditions.

Senior Lunch Bunch & Bingo

Lunch Bunch & Bingo is offered the 2nd Thursday each month in the Community Rooms. Please register in advance by 12 Noon the Monday prior to the luncheon.

Space is limited. You may register via phone at 817-616-3738, online at TheLinkRec.com or in-person at The Link. Bingo is at 1 PM following the luncheon.

10. ADJOURNMENT

There being no further business, Mayor Bergthold adjourned at 8:02

ATTEST:

APPROVED:

Lisa Boyd, Interim City Secretary

Curtis Bergthold, Mayor

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Eric Valdez, Director of Parks and Recreation
Date: March 23, 2026
Subject: Resolution 639-26 participating in the National Wildlife Federation's Mayor's Monarch Pledge

Agenda Item:

Resolution 639-26 participating in the National Wildlife Federation's Mayor's Monarch Pledge

Background Information:

The monarch butterfly is considered a critical species for the continued proliferation of flowering plants, including some food plants. In North America, the monarch’s population has dramatically declined in the previous couple of decades. In fact, monarchs are currently on the threatened and endangered species list.

Additionally, North Texas is a crucial pathway for monarch migration in the fall and spring. For these reasons, the National Wildlife Federation has created the Mayor’s Monarch Pledge to engage cities and towns to take this concern seriously and look for local solutions.

By approving Resolution 639-26 the Richland Hills City Council pledges to use its resources, park areas, staff expertise and educational opportunities to increase monarch habitat while decreasing negatively impactful concerns that affect monarch migratory success. In 2023 and 2024, the City of Richland Hills ended the pledge campaign with eight certified tasks completed to earn second tier recognition “Leadership Circle”.

In 2026, the City will commit to increase public communication and education, offer programs and more wildflower areas, and integrate monarch conservancy in our park plans. Staff is

committed to completing ten tasks to again keep the city in the elite category of operating with sustainability and conservation in mind.

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

1. Resolution No. 639-26 Mayors Monarch Pledge

Council Action Requested:

Motion to approve Resolution 639-26 participating in the National Wildlife Federation’s Mayor’s Monarch Pledge

RESOLUTION NO. 639-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, PLEDGING TO COMPLETE BENEFICIAL TASKS ON THE NATIONAL WILDLIFE FEDERATION'S LIST FOR THE MAYOR'S MONARCH PLEDGE IN ORDER TO SUCCESSFULLY BECOME ONE OF THE HUNDRED OF ACCREDITED LOCAL GOVERNMENTS WORKING TO REMOVE THE MONARCH BUTTERFLY FROM THE ENDANGERED AND THREATENED SPECIES LISTS.

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, the monarch butterfly is the official state insect of the State of Texas along other iconic, proud Texas symbolic animals; and

WHEREAS, the spring northern migration route and the fall southern migration route for a large portion of the North American population of monarch butterflies travel through the North Texas regions, and

WHEREAS, two decades ago over one billion monarchs made the annual migration trip to Mexico and back, but in 2014 only 60 million monarchs made the same trip; and

WHEREAS, the resulting 94 percent reduction in the migratory population landed the monarch butterfly on the endangered and threatened species list; and

WHEREAS, the National Wildlife Federation and other conservation groups have seen a rebound in species numbers since a nationwide intentional effort to reestablish and create new habitat; and

WHEREAS, every resident and business can make a difference for migratory populations of monarchs by planting native milkweed, nectar flowers and decreasing light pollution; and

WHEREAS, the Mayor and City Council on behalf of all residents and businesses accept the City of Richland Hills' role in being a part of the solution to increase monarch habitat within our city limits,

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

SECTION 1:

The above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2:

The City Council of the City of Richland Hills, Texas hereby pledges to use its resources, park areas, staff expertise and educational opportunities to increase monarch habitat while decreasing negatively impactful concerns that affect monarch migratory success.

SECTION 3:

Richland Hills will join hundreds of other local governments working toward improving monarch habitat for the benefit of all pollinators in locations where residents live, work, learn, play, and worship.

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on March 23, 2026, by a vote of _____ayes, _____nays, and _____abstentions.

APPROVED:

THE HONORABLE CURTIS BERGTHOLD, MAYOR

ATTEST:

LISA BOYD, INTERIM CITY SECRETARY

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Lisa Boyd
Date: March 23, 2026
Subject: Approve Resolution 640-26 Authorizing The Change Of Authorized Representatives For LOGIC

Agenda Item:

Approve Resolution 640-26 Authorizing The Change Of Authorized Representatives For LOGIC

Background Information:

The purpose of this item is to add Jason Moore, and Terry Leake, as Authorized Representatives for Local Government Investment Cooperative and requires formal action by City Council to make changes to Authorized Representatives.

Financial Considerations:

N/A

Legal Review:

Board/Citizen Input:

N/A

Attachments:

1. Amending Resolution LOGIC

Council Action Requested:

Approve Resolution 640-26 Authorizing The Change Of Authorized Representatives For LOGIC

**RESOLUTION CHANGING AUTHORIZED REPRESENTATIVES FOR LOCAL
GOVERNMENT INVESTMENT COOPERATIVE**

WHEREAS, _____
(the "Government Entity") by authority of that certain Local Government Investment Cooperative Resolution _____ (the "Resolution") entered into that certain Interlocal Agreement, as amended pursuant to its terms and subsequently designated Participation Agreement and Trust Instrument (the "Agreement") and has become a participant in the public funds investment pool created thereunder known as Local Government Investment Cooperative ("LOGIC");

WHEREAS, the Resolution 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:

The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity's LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

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 LOGIC 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: _____

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

The foregoing supersedes and replaces the Government Entity’s previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of the Resolution. Except as hereby modified, the Resolution shall remain in full force and effect.

PASSED AND APPROVED this ____ day of _____, 20 ____.



(NAME OF ENTITY/APPLICANT)

SIGNED BY: _____
(Signature of official)

(Printed name and title)

ATTESTED BY: _____
(Signature of official)

(Printed name and title)

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members

From: JP Ducay, Director of Planning and Development Services

Date: March 23, 2026

Subject: Consider Ordinance 1538-26 amending Chapter 18 “Businesses”, of the Code of Ordinances of the City of Richland Hills, Texas, by amending subsection 18-636, “Permit Application Process” of Article XIII “Short-Term Rental Registration” to simplify the registration process for short-term rentals.

Agenda Item:

Consider Ordinance 1538-26 amending Chapter 18 “Businesses”, of the Code of Ordinances of the City of Richland Hills, Texas, by amending subsection 18-636, “Permit Application Process” of Article XIII “Short-Term Rental Registration” to simplify the registration process for short-term rentals.

Background Information:

On December 9, 2024, the City of Richland Hills adopted Ordinance No. 1516-24 establishing a registration program for short-term rentals. The purpose of the program was to balance the rights of all stakeholders through a fair and objective regulatory framework while ensuring that short-term rentals do not become a nuisance within the community. Additionally, requiring registration allowed the City to identify the locations of short-term rental properties and maintain contact information for owners and operators to assist in responding to complaints and emergencies.

The ordinance established a registration and permitting process with specific application requirements administered by the Development Services Department. During implementation of the policy, the City received feedback from several short-term rental operators indicating that the liability insurance requirement was cumbersome and difficult to obtain at the coverage levels

required by the ordinance. As a result, the City is proposing to amend the application requirements to remove the liability insurance submittal requirement from the policy.

Financial Considerations:

N/A

Legal Review:

The City Attorney reviewed the draft ordinance.

Board/Citizen Input:

N/A

Attachments:

1. 1. STR Policy Proposed Edits
2. 2. Draft Ordinance Amendment No. 1538-26 Short-Term Rental

Council Action Requested:

Motion to approve Ordinance 1538-26 amending Chapter 18 “Businesses”, of the Code of Ordinances of the City of Richland Hills, Texas, by amending subsection 18-636, “Permit Application Process” of Article XIII “Short-Term Rental Registration” to simplify the registration process for short-term rentals.



Richland Hills Development Services
3200 Diana Drive | Richland Hills, TX,
76118 817-616-3800 | richlandhills.com

SHORT-TERM RENTAL (STR) POLICY

Article XIII Short-Term Rental Registration

18-631 Purpose.

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

18-632 Definitions.

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

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

CITY — The City of Richland Hills, Texas.

CITY MANAGER — The city manager of the city.

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

FIRE CODE — The fire code adopted by the city.

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

LOCAL CONTACT PERSON —

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

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

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

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

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

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

SHORT-TERM RENTAL — A residential premises, or portion thereof, used for lodging accommodations to occupants for a period of not less than one or more than twenty-nine (29) consecutive days, other than an ongoing month-to-month tenancy granted to the same renter for the same premises. The definition of short-term rental does not include a hotel, motel, bed and breakfast, executive suite, or other nonresidential use.

ZONING ORDINANCE — The zoning ordinance adopted by the city.

18-633 Unpermitted short-term rentals prohibited.

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

18-634 Permit required.

- (a) An owner or operator who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Each rentable unit must be permitted. Upon application to the city, a short-term rental permit shall be approved by the director if the application satisfies all the conditions of this article and the zoning ordinance. The director may place reasonable conditions on short-term rental permits to ensure compliance with the provisions of this article.
- (b) A copy of the short-term rental permit shall be posted at a conspicuous location inside the

front entrance(s) to the short-term rental.

- (c) Owners and operators of short-term rental units which were operating before the effective date of this article shall have ninety (90) days from the effective date of this article to secure the permit required under this article. Such property shall not be resumed as a short-term rental until a permit has been applied for and issued.

18-635 Transferability.

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

18-636 Permit application process.

- (a) Application requirement. An owner or operator who wishes to offer his or her residential premises as a short-term rental must submit an application for a permit to the city.
- (b) Application process. Applications shall be in writing on a short-term rental application form prescribed by the city manager or their designee. The date of receipt of an application form shall be recorded by the city in a manner sufficient to verify the date of its submission. The owner or operator must submit the following information on the application form:
 - (1) The physical address of the short-term residential premises;
 - (2) The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed short-term rental premises;
 - (3) The owner's name, address, e-mail address, and telephone number;
 - (4) If the owner is not a natural person, then the name, address, and e-mail address of a natural person who has the legal authority to act for the owner;
 - (5) The operator's name, address, e-mail address, and telephone number;
 - (6) If the operator is not a natural person, then the name, address, and e-mail address of a natural person who has the legal authority to act for the operator;
 - (7) The name, address, e-mail address, and twenty-four (24) hour telephone number of a local contact person.
- (c) Nonrefundable fee. There shall be a nonrefundable permit application fee. The application fee shall be in the amount set forth in the city's fee schedule.
- (d) Additional application requirements:
 - (1) A statement that the owner or operator of the short-term rental will comply with the requirements of this article, and with all applicable state and local laws, and that the owner or operator shall be liable for any violations of applicable state and local laws;
 - (2) Formal acknowledgement or proof of registration with the city for payment of Hotel Occupancy Taxes as required by Section 18-641;
 - (3) Current tax certificate(s) indicating all taxes for the subject property have been paid to the current year (available from Tarrant Appraisal District). Tax statements printed from the

Tarrant County website (pdf) are acceptable in lieu of the original certificate;

~~(4) Proof of liability insurance, which shall meet the following minimum requirements:~~

~~(a) City of Richland Hills shall be named as an “additional insured” on all policies;~~

~~(b) Policy shall provide a minimum liability coverage of \$1,000,000 (one million dollars); and~~

~~(c) Policy shall be endorsed to provide the city with a minimum of a 30-day notice cancellation, non-renewal, and/or material change in policy terms or coverage; provided, however, a minimum 10-days’ notice shall be required in the event of non-payment of premium.~~

(5) When applicable, written verification from the owner that the operator is authorized to operate the premises as a short-term rental; and

(6) Such other information as the city manager or their designee deems reasonably necessary to administer this article.

(e) Incomplete application. If an application form is determined to be incomplete, the director shall notify the owner or operator in writing of the incomplete nature of the application and the basis for that determination.

18-637 Expiration of permit; renewals.

(a) A short-term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner or operator and payment of the application fee. If the renewal application satisfies the conditions of this article and all other provisions of the Code of Ordinances and the zoning ordinance, an application for renewal of a short-term rental permit shall be approved by the director or his designee.

(b) An application for a short-term rental renewal permit must be filed beginning thirty (30) days prior to the expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any to the information contained in the original permit or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The director may require such certifications deemed necessary and proper to ensure continuing compliance with this article.

(c) An application for a short-term rental renewal permit submitted after the expiration of the most recent permit for the premises shall be treated as an application for a new permit as described in Section 18-636.

(d) If a complete application for a short-term rental renewal permit is submitted less than thirty (30) days prior to the expiration of the current permit, the director, in their sole discretion, may grant a one-time extension of the current permit not to exceed ten (10) days.

(e) A nonrefundable permit renewal application fee shall accompany any renewal application. The application fee shall be in the amount set forth in the city's fee schedule.

(f) The director or designee may deny the renewal of a short-term rental permit if it is

determined that the permit was issued in error or on the basis of incorrect information supplied by the applicant or if:

- (1) The permit holder has pleaded no contest to or been convicted of a violation of any ordinance of the city, or any state or federal law, related to operation of a short-term rental on the premises or has permitted such a violation on the premises by any other person. Such violation may include, but is not limited to, parking, noise, littering, destruction of property, disorderly conduct or failure to pay hotel occupancy taxes; or
- (2) There are grounds for suspension, revocation or other registration sanctions as provided for in this article.

18-638 Inspection.

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

- (a) *Initial and annual inspection.* The fire marshal or the fire marshal's designee shall perform an initial inspection prior to the issuance of a short-term rental permit to ensure compliance with minimum health and safety requirements for use and occupancy. Annual fire inspections shall also be required during the renewal of any short-term rental permit. If upon completion of an inspection, the premises are found to be in violation of one (1) or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a reinspection date for a violation to be corrected prior to issuance of a short-term rental permit.
- (b) *Fire extinguishers.* The owner is responsible for obtaining annual independent inspections of the required fire extinguishers to ensure compliance with the city's current Fire Code.
- (c) *Inspections upon report of suspicious activity.* The city may perform inspections when a violation of this Article or other law is reported or suspected.

18-639 Change of information.

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

18-640 Life safety minimum requirements.

- (a) The short-term rental shall be equipped with:
 - (1) Working smoke alarms in accordance with adopted codes, with a minimum of one on every floor level and one inside every room used as a bedroom; and
 - (2) A minimum of one fire extinguisher on every floor level properly mounted on the wall in a conspicuous location 3-5' from the floor; and
 - (3) A minimum of one working CO detector on each floor level if the home has natural gas in use.

18-641 Hotel Occupancy Tax.

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

Complete and detailed records must be kept of all receipts reported and exemptions or reimbursements claimed. Failure to file this report and pay applicable tax may result in fines and penalties as prescribed by City Ordinance No. 1088-07.

18-642 Revocation of permit.

- (a) A permit may be denied or revoked by the director for any of the following reasons:
 - (1) Providing false or misleading information on a short-term rental application form.
 - (2) Information required to be provided as part of this article has changed or is no longer accurate and the permit holder has failed to notify the city.
 - (3) Found guilty in the municipal court of two or more violations of the city's code, this article, or any other city ordinance within the preceding twelve-month time period.
 - (4) Failure to timely provide any information, or any corrected information, required under this article.
 - (5) Failure to pay the required Hotel Occupancy Tax.
- (b) Prior to denying or revoking a permit, the director shall provide a written warning to the owner or operator, explaining the deficiencies in the application or permit, and provide for a deadline by which the owner or operator can voluntarily remedy the deficiencies.
- (c) Notice that a permit has been denied or revoked shall be given in writing to the owner or operator who completed the short-term rental application form. The notice shall state the reason(s) for the denial or revocation, and it shall be served either by personal service or by certified United States mail to the address provided in the short-term rental application form. The denial or revocation shall become effective on the date of service if served by personal service, or three (3) days from the date of mailing if served by United States mail.
- (d) To contest the denial or revocation of a permit, the applicant shall file a notice of appeal with the director within ten (10) days following the effective date of the denial or revocation. If no notice of appeal is filed within ten (10) days, the denial or revocation is sustained.
- (e) The director shall forward the notice of appeal to the City Council within three (3) business days of receipt of the notice of appeal.
- (f) The City Council shall hold a hearing within a reasonable time, but no later than sixty (60) days of the appeal being received in the board office, and shall render a decision at the conclusion of the hearing.
- (g) An appeal shall not stay the denial or revocation of a permit unless otherwise directed by the director.
- (h) If a short-term rental permit is revoked by the director, then for one year after the date of revocation, no second or additional permit shall be issued for a short-term rental on the same premises which are the location of the revoked permit.

18-643 Compliance and enforcement; penalty provisions.

- (a) The owner, operator, local contact person, and occupants shall comply with all applicable laws, rules and regulations pertaining to the operation, use, and occupancy of a short-term rental, as well as all city ordinances, including those related to trash, noise, and parking.

The owner shall not be relieved from any civil or criminal liability for a violation of this article, regardless of whether such violation is committed by the owner, operator, local contact person, or occupant of the owner's short-term rental.

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

18-644 through 18-680. (Reserved)

ORDINANCE NO. 1538-26

AN ORDINANCE OF THE CITY OF RICHLAND HILLS AMENDING THE CODE OF ORDINANCES, CHAPTER 18 “BUSINESSES”; AMENDING SUBSECTION 18-636, “PERMIT APPLICATION PROCESS” OF ARTICLE XIII “SHORT-TERM RENTAL REGISTRATION”, TO AMEND THE SHORT-TERM RENTAL APPLICATION REQUIREMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City adopted an ordinance requiring the registration of short-term rentals in Richland Hills, which allowed the city to properly identify the location of short-term rentals and to provide contact information for owners and operators of short-term rentals to aid in responding to complaints and emergencies; and

WHEREAS, the City has since received feedback finding the application requirements to difficult; and

WHEREAS, the City wishes to amend the application requirements to simplify the registration process for short-term rentals in Richland Hills; and

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

WHEREAS, the City Council 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 Article XIII of the Richland Hills Code, as amended, as described herein; and

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

SECTION 1.

Article XIII “Short-Term Rental Registration” of Chapter 18 “Businesses” is hereby added in its entirety to read as follows:

“Article XIII Short-Term Rental Registration”

18-631 Purpose.

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

18-632 Definitions.

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

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

CITY — The City of Richland Hills, Texas.

CITY MANAGER — The city manager of the city.

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

FIRE CODE — The fire code adopted by the city.

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

LOCAL CONTACT PERSON —

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

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

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

have the same duties as his or her principal.

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

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

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

SHORT-TERM RENTAL — A residential premises, or portion thereof, used for lodging accommodations to occupants for a period of not less than one or more than twenty-nine (29) consecutive days, other than an ongoing month-to-month tenancy granted to the same renter for the same premises. The definition of short-term rental does not include a hotel, motel, bed and breakfast, executive suite, or other nonresidential use.

ZONING ORDINANCE — The zoning ordinance adopted by the city.

18-633 Unpermitted short-term rentals prohibited.

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

18-634 Permit required.

- (a) An owner or operator who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Each rentable unit must be permitted. Upon application to the city, a short-term rental permit shall be approved by the director if the application satisfies all the conditions of this article and the zoning ordinance. The director may place reasonable conditions on short-term rental permits to ensure compliance with the provisions of this article.
- (b) A copy of the short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.
- (c) Owners and operators of short-term rental units which were operating before the effective date of this article shall have ninety (90) days from the effective date of this article to secure the permit required under this article. Such property shall not be resumed as a short-term rental until a permit has been applied for and issued.

18-635 Transferability.

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

18-636 Permit application process.

- (a) Application requirement. An owner or operator who wishes to offer his or her residential premises as a short-term rental must submit an application for a permit to the city.
- (b) Application process. Applications shall be in writing on a short-term rental application form prescribed by the city manager or their designee. The date of receipt of an application form shall be recorded by the city in a manner sufficient to verify the date of its submission. The owner or operator must submit the following information on the application form:
 - (1) The physical address of the short-term residential premises;
 - (2) The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed short-term rental premises;
 - (3) The owner's name, address, e-mail address, and telephone number;
 - (4) If the owner is not a natural person, then the name, address, and e-mail address of a natural person who has the legal authority to act for the owner;
 - (5) The operator's name, address, e-mail address, and telephone number;
 - (6) If the operator is not a natural person, then the name, address, and e-mail address of a natural person who has the legal authority to act for the operator;
 - (7) The name, address, e-mail address, and twenty-four (24) hour telephone number of a local contact person.
- (c) Nonrefundable fee. There shall be a nonrefundable permit application fee. The application fee shall be in the amount set forth in the city's fee schedule.
- (d) Additional application requirements:
 - (1) A statement that the owner or operator of the short-term rental will comply with the requirements of this article, and with all applicable state and local laws, and that the owner or operator shall be liable for any violations of applicable state and local laws;
 - (2) Formal acknowledgement or proof of registration with the city for payment of Hotel Occupancy Taxes as required by Section 18-641;
 - (3) Current tax certificate(s) indicating all taxes for the subject property have been paid to the current year (available from Tarrant Appraisal District). Tax statements printed from the Tarrant County website (pdf) are acceptable in lieu of the original certificate;

- (4) When applicable, written verification from the owner that the operator is authorized to operate the premises as a short-term rental; and
 - (5) Such other information as the city manager or their designee deems reasonably necessary to administer this article.
- (e) Incomplete application. If an application form is determined to be incomplete, the director shall notify the owner or operator in writing of the incomplete nature of the application and the basis for that determination.

18-637 Expiration of permit; renewals.

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

- (2) There are grounds for suspension, revocation or other registration sanctions as provided for in this article.

18-638 Inspection.

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

- (a) *Initial and annual inspection.* The fire marshal or the fire marshal's designee shall perform an initial inspection prior to the issuance of a short-term rental permit to ensure compliance with minimum health and safety requirements for use and occupancy. Annual fire inspections shall also be required during the renewal of any short-term rental permit. If upon completion of an inspection, the premises are found to be in violation of one (1) or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a reinspection date for a violation to be corrected prior to issuance of a short-term rental permit.
- (b) *Fire extinguishers.* The owner is responsible for obtaining annual independent inspections of the required fire extinguishers to ensure compliance with the city's current Fire Code.
- (c) *Inspections upon report of suspicious activity.* The city may perform inspections when a violation of this Article or other law is reported or suspected.

18-639 Change of information.

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

18-640 Life safety minimum requirements.

The short-term rental shall be equipped with:

- (1) Working smoke alarms in accordance with adopted codes, with a minimum of one on every floor level and one inside every room used as a bedroom; and
- (2) A minimum of one (1) fire extinguisher on every floor level properly mounted on the wall in a conspicuous location 3-5' from the floor; and
- (3) A minimum of one working CO detector on each floor level if the home has natural gas in use.

18-641 Hotel Occupancy Tax.

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

18-642 Revocation of permit.

- (a) A permit may be denied or revoked by the director for any of the following reasons:
 - (1) Providing false or misleading information on a short-term rental application form.
 - (2) Information required to be provided as part of this article has changed or is no longer accurate and the permit holder has failed to notify the city.
 - (3) Found guilty in the municipal court of two or more violations of the city's code, this article, or any other city ordinance within the preceding twelve-month time period.
 - (4) Failure to timely provide any information, or any corrected information, required under this article.
 - (5) Failure to pay the required Hotel Occupancy Tax.
- (b) Prior to denying or revoking a permit, the director shall provide a written warning to the owner or operator, explaining the deficiencies in the application or permit, and provide for a deadline by which the owner or operator can voluntarily remedy the deficiencies.
- (c) Notice that a permit has been denied or revoked shall be given in writing to the owner or operator who completed the short-term rental application form. The notice shall state the reason(s) for the denial or revocation, and it shall be served either by personal service or by certified United States mail to the address provided in the short-term rental application form. The denial or revocation shall become effective on the date of service if served by personal service, or three (3) days from the date of mailing if served by United States mail.
- (d) To contest the denial or revocation of a permit, the applicant shall file a notice of appeal with the director within ten (10) days following the effective date of the denial or revocation. If no notice of appeal is filed within ten (10) days, the denial or revocation is sustained.
- (e) The director shall forward the notice of appeal to the City Council within three (3) business days of receipt of the notice of appeal.
- (f) The City Council shall hold a hearing within a reasonable time, but no later than sixty (60) days of the appeal being received in the board office and shall render a decision at the conclusion of the hearing.
- (g) An appeal shall not stay the denial or revocation of a permit unless otherwise directed by the director.

- (h) If a short-term rental permit is revoked by the director, then for one year after the date of revocation, no second or additional permit shall be issued for a short-term rental on the same premises which are the location of the revoked permit.

18-643 Compliance and enforcement; penalty provisions.

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

18-644 through 18-680. (Reserved)

**SECTION 2.
ORDINANCE CUMULATIVE**

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

**SECTION 3.
SAVINGS**

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

**SECTION 4.
SEVERABILITY**

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

**SECTION 5.
PENALTY**

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined, upon conviction, not more than Two Thousand Dollars (\$2,000.00) for each offense affecting fire safety, zoning, or public health and sanitation, other than dumping of refuse; not more than Four Thousand Dollars (\$4,000.00) for each offense for dumping of refuse; and Five Hundred Dollars (\$500.00) for any other offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 6.
PUBLICATION**

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

**SECTION 7.
EFFECTIVE DATE**

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

APPROVED AND ADOPTED at a regular meeting of the Richland Hills City Council on March 23, 2026, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

THE HONORABLE MAYOR CURTIS BERGTHOLD

ATTEST:

LISA BOYD, CITY SECRETARY

Memorandum

To: Curtis Bergthold and Richland Hills City Council Members
From: Eric Valdez, Director of Parks and Recreation
Date: March 23, 2026
Subject: Texadia Plaza Audio System

Agenda Item:

Resolution - A Resolution Awarding A Contract For The City Plaza Outdoor Audio System Project With Texadia Systems Utilizing The Tips Cooperative Purchasing Contract; Authorizing The City Manager Or Designee To Execute Contract Documents; Authorizing A Budget Amendment And Funding From The Strategic Initiatives Fund In An Amount Not To Exceed \$107,378.56; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; And Declaring An Effective Date (Strategic Initiatives - General Fund)

Background Information:

As part of the continued development and activation of the City Plaza area, staff has been exploring options to install a permanent outdoor audio system to support community events, programming, and public gatherings.

Currently, events held in the plaza require temporary sound equipment setups, which can limit sound coverage and require additional staff time and resources. A permanent speaker system would allow staff to efficiently provide background music, public announcements, and amplified sound for events held within the plaza and pavilion areas.

The proposed system, designed by Texadia Systems, includes the installation of outdoor speakers throughout key areas of the City Plaza campus including City Hall, the Fire Department building, The Link Recreation Center, and the Library Pavilion area.

The system would include:

- Installation of weather-resistant outdoor speakers on City Hall, the Fire Department building, and The Link Recreation Center
- Pavilion speakers and event lighting within the Pavilion
- Network-connected amplifiers housed within each facility
- Audio network connections throughout the plaza to support events
- A portable wireless microphone rack with wireless microphones and network connectivity to integrate with the plaza speaker system

This system would allow staff to easily connect microphones or music sources during community events such as concerts, movie nights, seasonal festivals, and other civic gatherings.

The speaker layout and equipment placement were designed to provide even sound coverage across the plaza and pavilion areas while utilizing existing City facilities for equipment housing and network connectivity.

Financial Considerations:

The total base project cost for the City Plaza Speaker System is **\$97,616.87**, which includes equipment, shipping, materials, and installation labor.

The proposal includes:

- Equipment: **\$66,310.88**
- Shipping: **\$2,188.25**
- Miscellaneous Materials: **\$1,876.59**
- Labor: **\$27,241.15**

Staff recommends including a **10% project contingency** to account for potential field adjustments, installation conditions, or additional materials that may be required during construction and system integration.

Additional project costs may include wall penetrations, electrical adjustments, or conduit work

required to support wiring pathways between buildings and speaker locations.

Project Contingency (10%): \$9,761.69

Total Estimated Project Cost (Including Contingency): \$107,378.56

The project would be completed through Texadia Systems utilizing the TIPS cooperative purchasing contract, allowing the City to procure the system without a separate competitive bidding process.

Project Schedule

March 23, 2026

City Council approval of Resolution and Budget Amendment

March 24 – March 31, 2026

Contract execution

Issue purchase order and 60% deposit

Coordination meeting with Texadia, Facilities, and IT

March 31 – April 25, 2026

Equipment procurement, shop assembly, programming, and system testing by Texadia (2–4 weeks per proposal)

April 14 – April 25, 2026 (overlapping)

City preparation work if required

- Confirm wiring paths
- Wall penetrations if needed
- Verify electrical outlets and network connections

April 28 – May 9, 2026

On-site installation

- Mount speakers on City Hall, Fire Station, and The Link
- Pavilion lighting installation
- Install amplifiers and network interfaces
- Install plaza audio connections

May 12 – May 16, 2026

System integration and testing

- Wireless microphone rack integration
- Audio balancing and sound coverage testing

May 19 – May 23, 2026

Staff training and final acceptance

Estimated Completion:

Late May 2026 (in time for summer programming)

Financial Considerations:

Legal Review:

Yes

Board/Citizen Input:

N/A

Attachments:

1. Resolution
2. Texadia Proposal
3. Project Site Plan
4. Speaker and Rack Equipment

Council Action Requested:

Table the item indefinitely.

RESOLUTION NO. _____

A RESOLUTION AWARDDING A CONTRACT FOR THE CITY PLAZA OUTDOOR AUDIO SYSTEM PROJECT WITH TEXADIA SYSTEMS UTILIZING THE TIPS COOPERATIVE PURCHASING CONTRACT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS; AUTHORIZING A BUDGET AMENDMENT AND FUNDING FROM THE STRATEGIC INITIATIVES FUND IN AN AMOUNT NOT TO EXCEED \$107,378.56; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE (STRATEGIC INITIATIVES - GENERAL FUND)

WHEREAS, the City of Richland Hills (City) is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas; and,

WHEREAS, the City of Richland Hills has identified continued activation and programming of the City Plaza campus as an important strategic initiative to enhance community engagement and support public events; and,

WHEREAS, events held in the City Plaza currently require temporary sound equipment setups which can limit sound coverage and require additional staff time and resources; and,

WHEREAS, staff has evaluated options to install a permanent outdoor speaker and audio network system to provide background music, public announcements, and amplified sound for community events held in the plaza and pavilion areas; and,

WHEREAS, Texadia Systems has provided a proposal for the design, equipment, and installation of a City Plaza outdoor audio system including speakers located on City Hall, the Fire Department building, The Link Recreation Center, and the Library Pavilion area, along with network-connected amplifiers, pavilion speakers and event lighting, audio network connections throughout the plaza, and a portable wireless microphone rack; and,

WHEREAS, the total base project cost for the system is \$97,616.87 including equipment, shipping, materials, and installation labor; and,

WHEREAS, staff recommends including a ten percent (10%) contingency in the amount of \$9,761.69 to address potential field adjustments, installation conditions, or additional materials required during construction and system integration; and,

WHEREAS, the total project cost including contingency is estimated at \$107,378.56; and,

WHEREAS, the City will procure this system through Texadia Systems utilizing the TIPS cooperative purchasing contract, allowing the City to purchase the system in compliance with state purchasing laws without a separate competitive bidding process; and,

WHEREAS, this project was not included in the originally adopted Fiscal Year 2026 budget and therefore requires a budget amendment utilizing funding from the Strategic Initiatives Fund; and,

WHEREAS, it is recognized that installation of this system will enhance the City’s ability to host concerts, movie nights, seasonal festivals, civic gatherings, and other community programming in the City Plaza area.

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

SECTION 1.

The findings and recitations set out in the preamble are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2.

The City Council hereby approves a contract with Texadia Systems, utilizing the TIPS cooperative purchasing contract, for the City Plaza Outdoor Audio System Project in an amount not to exceed One Hundred Seven Thousand Three Hundred Seventy-Eight Dollars and Fifty-Six Cents (\$107,378.56), including contingency.

SECTION 3.

The City Council hereby approves a budget amendment to the Fiscal Year 2026 budget to appropriate funding from the Strategic Initiatives Fund in an amount not to exceed \$107,378.56 for the City Plaza Outdoor Audio System Project.

SECTION 4.

The City Manager, or designee, is authorized to execute any and all documents necessary and to take such actions as necessary to implement this Resolution.

SECTION 5.

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 that public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6.

This Resolution shall be effective from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS, THIS 23RD DAY OF MARCH, 2026.

Curtis Bergthold, Mayor

ATTEST:

Lisa Boyd, Interim City Secretary

City of Richland Hills

6700 Baker Blvd.
Richland Hills, TX 76118 USA
817-616-3780

City Plaza Speaker System - CITY-0042

Revision: 0
Modified: 3/6/2026

Presented By:

Texadia Systems

4355 Excel Pkwy
Suite 600
Addison, TX 75001 United States
(214) 956-5820
www.texadiasystems.com



Texadia Systems is a full-service audiovisual systems integrator headquartered in Dallas, Texas. We specialize in the design, installation, and service of collaborative technologies such as:

- Video Wall and LED Display Solutions
- Video and Audio-Conferencing Systems
- Interactive Display Technologies
- Room Control Systems with Remote Management Features
- Sound Masking and Commercial Paging Solutions
- Lighting and Shade Control Integration
- Digital Signage Solutions
- Room Scheduling Technologies
- Remote Internet Managed Service and Support Systems
- Data and Structure Wiring/Cabling
- Onsite Service and Support Agreements
- Surveillance Systems

From corporate boardrooms and collaborations spaces, restaurant, and hotel solutions, to luxury residential technologies; Texadia Systems takes a consultative approach to understanding our client's needs.

Why Choose Texadia?

Our design, sales, and management team members are recognized as leaders in our industry. Equipped with over 250 years of collective AV project experience; we can design, build, and support solutions that enable best of class collaboration. Our proven design approach and detailed proposal presentation helps the customer to better understand the technologies available today and how it can increase productivity and efficiencies within their business.

Key Highlights

- Top 100 Fastest growing AV integrators in America
- Over 250 years of combined experience within our staff
- Service oriented – quick response time and excellent communication skills
- Innovative approach to technology design and integration
- A team that includes top industry experts
- Members of Avixa, BICSI, CEDIA, & OSHA
- Certified partnership with the industry's top technology manufacturers
- Commitment to professionalism, dependability, and customer satisfaction

Our Approach is Simple – We Listen.

The key to our proven success is taking the time to fully understand your needs so that we can deliver an end-to-end technology solution that achieves the best possible outcome for your needs. Communication is one of core strengths that sets Texadia Systems apart as a premier AV technology company in Dallas.

Introduction

The following proposed solution is based upon our understanding of your requirements as communicated during our previous meetings and conversations. All pricing, design details, and installation information contained in this proposal is confidential and proprietary to Texadia Systems. Pricing is valid for 30 days from date of quote.

Texadia Systems TIPS Contract Number 230105

B. Scope of Work

Texadia Systems shall provide and install the following systems based on the needs discussed:

Plaza Speaker System

City Hall Speakers:

- Texadia will furnish and install four (4) JBL outdoor speakers to play background music and the Pavilion interface plate outside the City Hall building. Two (2) on the north facing wall and two (2) on the west facing wall.
 - Owner is responsible for penetrating the exterior wall for wiring path to the speaker locations.
- Texadia will furnish and install one (1) QSC four (4) channel network amplifier to power the outdoor speakers. The amplifier will be housed inside City Hall with an A/V network connection. Speaker wire will be run from that location to the speakers outside.
- Texadia will furnish and install one (1) Altronix weatherproof enclosure to house the A/V network connection. This A/V network connection will be used in conjunction with the portable wireless microphone equipment rack.
 - Owner is responsible for penetrating the exterior wall for wiring path to the weatherproof box.

Fire House Speakers:

- Texadia will furnish and install four (4) JBL outdoor speakers to play background music and the Pavilion interface plate outside Fire House building on the east facing wall.
 - Owner is responsible for penetrating the exterior wall for wiring path to the speaker locations.
- Texadia will furnish and install one (1) QSC four (4) channel amplifier to power the outdoor speakers. The amplifier will be housed inside the fire house with an A/V network connection. Speaker wire will be run from that location to the speakers outside.

LINK South Wall Speakers:

- Texadia will furnish and install four (4) JBL outdoor speakers to play background music and the Pavilion interface plate outside the LINK building on the south wall.
 - Owner is responsible for penetrating the exterior wall for wiring path to the speaker locations.

- Texadia will furnish and install one (1) QSC four (4) channel network amplifier to power the outdoor speakers. The amplifier will be housed inside the LINK with an A/V network connection. Speaker wire will be run from that location to the speakers outside.

- Texadia will furnish and install one (1) Altronix weatherproof enclosure to house the A/V network connection. This A/V network connection will be used in conjunction with the portable microphone equipment rack.
 - Owner is responsible for penetrating the exterior wall for wiring path to the weatherproof box.

Library Pavilion PA Connection:

- Texadia will furnish and install one (1) QSC network audio interface to convert analog audio in and out to the QLAN audio network.

- Texadia will furnish and install one (1) Altronix weatherproof enclosure to house the A/V network and analog audio connections. This A/V network connection will be used in conjunction with the portable wireless microphone equipment rack. The analog audio in and out will support a third-party PA system.
 - Owner is responsible for penetrating the exterior wall for wiring path to the weatherproof box.

Library Pavilion Stage Lighting:

- Texadia will furnish and install two (2) Chauvet Professional IP65 rated light fixtures inside the Pavilion to provide lighting effects during events. A simple handheld controller is included to allow scene and chase setup, recall and loading.

Plaza Wireless Mic Kit (This kit will require a network connection to operate over the new plaza speakers):

- Texadia will furnish and install one (1) SKB rolling rack case to house:
 - One (1) Shure 2-channel wireless mic system.
 - One (1) QSys QLAN audio interface.
 - One (1) Netgear 10 port network switch.
 - One (1) Middle Atlantic custom rack panel for network connectivity to the Plaza buildings.

System installation time line estimation:

- 1) Cabling installation: 1 to 1.5 weeks
- 2) Speaker and A/V location mounting: 1 to 1.5 weeks

3) Programming / commissioning: 3-5 days

PROJECT CONDITIONS

1. SITE CONDITIONS

- a. The customer shall provide a clear and accessible area to work. Texadia will work with customer directly to schedule the installation times. However, any installation time lost due to the inability to work as planned, may be subject to additional charges or fees to the customer.
- b. Prior to electronic equipment being installed, the customer shall provide a facility that is relatively dust-free, air-conditioned, and secure.
- c. The customer shall have a representative available throughout the installation to make decisions on behalf of the customer. This ensures that communication between Texadia and the customer is accurate and responsive in the event that a question may arise.

2. ELECTRICAL AND CONDUIT

- a. The customer is responsible for the installation of electrical outlets, conduits, raceways, floor cores, unless otherwise noted in the proposal. All electrical wiring, conduits, junction boxes, and supporting materials required for a completed electrical system must meet all applicable state and local building codes. The work must be performed by a licensed electrical contractor.
 - i. All wall mounted pull-boxes shall be deep boxes, unless otherwise noted.
 - ii. All empty conduits shall be furnished with pull string. In the event that pull strings are not provided, the customer may incur additional labor charges.
 - iii. All AV related electrical outlets shall be 120VAC duplex outlets, unless otherwise noted. Rack locations shall require at least (2) 20 amp circuits each, unless otherwise noted.

3. CONSTRUCTION RELATED

- a. The customer is responsible for providing any required support for equipment provided by Texadia. This shall include ply-wood backing behind displays and structural support for ceiling mounted devices, unless otherwise stated in the proposal.
- b. The customer is responsible for any structural or decorative modifications to walls, ceilings, etc. that may be required to accommodate new equipment. This would include ceiling grid or wall modifications for new projection screens, wall recesses for displays or LED walls.
- c. Scaffolding or lifts that are provided by the customer for use by Texadia must meet OSHA safety standards. In the event that customer furnished scaffolding or lifts are unacceptable, Texadia may choose to provide this equipment at an additional cost.
- d. The customer is responsible for modifications to customer provided furniture such as conference tables, credenzas, etc. unless otherwise noted in the proposal. Texadia shall provide the customer with cut-out templates, drawings, and specifications of the devices to be installed or mounted into furniture.

PROJECT CONDITIONS

4. OWNER FURNISHED EQUIPMENT (OFE)

- a. Any OFE is solely for the convenience of the customer and shall not be included in Texadia's workmanship warranty.
- b. In the event that OFE does not function properly, Texadia shall notify the customer to determine if the OFE is to be repaired, replaced, or not used at all. The customer will authorize any additional costs associated with these changes prior to commencement of the work.
- c. Texadia shall take reasonable care of handling OFE and shall install it according to industry standard practices; however, Texadia take no responsibility for the operation, performance, and appearance of OFE before, during, and after its integration into the new system. Texadia reserves the right to accept or reject OFE based on the equipment's poor condition, service record, or outdated software/firmware. Texadia will not accept OFE that is purchased by the customer to replace equipment that is specified in this proposal.

5. TRAINING AND DOCUMENTATION

- a. Texadia shall provide a training session after or near the completion of the installation. All system users and interested persons should attend at this time so that all questions can be answered during the training.
- b. Upon completion of the project, Texadia shall provide the customer with product warranty information, operating manuals, and as-built drawings. These documents shall be delivered as digital copies. Printed, "hard copies" of these documents are available at an additional cost to the customer.

6. INSTALLATION SCHEDULE

- a. Texadia shall prepare system drawings, purchase the equipment, assemble the equipment in our shop, program control and DSP software as required, and do full in-shop testing, prior to the onsite installation takes place. This process takes approximately two (2) to four (4) weeks from the agreement execution.
- b. All electrical work and floor/wall finishes must be completed before Texadia can perform the final equipment installation.
- c. The customer must approve device colors, touch panel graphics/layout, and equipment locations prior to onsite installation. Any changes made after installation begins, may be subject to a change order.

PROPOSAL

City Plaza Speaker System - CITY-0042

City of Richland Hills

6700 Baker Blvd.
Richland Hills, TX 76118 USA
817-616-3780

Revision: 0
Modified: 3/6/2026

Presented By:

Texadia Systems

4355 Excel Pkwy
Suite 600
Addison, TX 75001 United States
(214) 956-5820
www.texadiasystems.com



Plaza Speaker System

A/V

5	Liberty Wire & Cable 12-2C-P-WHT White Commercial Grade General Purpose 12 AWG 2 Conductor Plenum Cable 1000ft.	\$4,545.20
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A/V Total		\$4,545.20
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Plaza Speaker System Total		\$4,545.20
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* Price Includes Accessories

Plaza Speaker System: City Hall

A/V

1	Altronix WP3		\$414.90 *
		Enclosure, 13.31"H x 11.31"W x 5.59"D, Outdoor, NEMA 4/4X, IP66-11	
	1	Neutrik NE8FDX-P6-W D-shape CAT6A panel connector, shielded, feedthrough, with rubber sealing, IP65 when mated, black chromium housing	
	1	Radio Design Labs (RDL) CP-4S Quadruple Cover Plate - stainless steel	
	1	Radio Design Labs (RDL) DB-D1 Single plate for standard and specialty connectors	
	1	Radio Design Labs (RDL) DC-4B Desktop or Wall Mounted Chassis for Decora Remote Controls and Panels	
4	JBL Professional AW295	High Power 2-Way All Weather Loudspeaker with 1 x 12" LF & Rotatable Horn	\$12,115.24
1	Qsc CX-Q2K4-NA	4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	\$2,377.50

A/V Total	\$14,907.64
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Plaza Speaker System: City Hall Total	\$14,907.64
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* Price Includes Accessories

City Plaza Speaker System - CITY-0042

3/6/2026

Project No : CITY -0042

Rev. 0

Plaza Speaker System: Fire House

A/V

4	JBL Professional AW295 High Power 2-Way All Weather Loudspeaker with 1 x 12" LF & Rotatable Horn	\$12,115.24
1	Qsc CX-Q2K4-NA 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	\$2,377.50

A/V Total **\$14,492.74**

Plaza Speaker System: Fire House Total **\$14,492.74**

* Price Includes Accessories

City Plaza Speaker System - CITY-0042

3/6/2026

Project No : CITY -0042

Rev. 0

Plaza Speaker System: LINK South Wall

A/V

1	Altronix WP3 Enclosure, 13.31"H x 11.31"W x 5.59"D, Outdoor, NEMA 4/4X, IP66-11	\$414.90 *
1	Neutrik NE8FDX-P6-W D-shape CAT6A panel connector, shielded, feedthrough, with rubber sealing, IP65 when mated, black chromium housing	
1	Radio Design Labs (RDL) CP-4S Quadruple Cover Plate - stainless steel	
1	Radio Design Labs (RDL) DB-D1 Single plate for standard and specialty connectors	
1	Radio Design Labs (RDL) DC-4B Desktop or Wall Mounted Chassis for Decora Remote Controls and Panels	
4	JBL Professional AW295 High Power 2-Way All Weather Loudspeaker with 1 x 12" LF & Rotatable Horn	\$12,115.24
1	Qsc CX-Q2K4-NA 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	\$2,377.50

A/V Total	\$14,907.64
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Plaza Speaker System: LINK South Wall Total	\$14,907.64
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* Price Includes Accessories

City Plaza Speaker System - CITY-0042

3/6/2026

Project No : CITY -0042

Rev. 0

Plaza Speaker System: Library

A/V		
1	Qsc QIO-ML2x2 Q-SYS peripheral providing 2 mic/line inputs and 2 line outputs. Up to 4 devices daisychainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	\$517.41
1	Radio Design Labs (RDL) DS-XLR2 XLR 3-pin Female and 3-pin Male on Decora Wall Plate - Solder type - Stainless steel	\$37.44
A/V Total		\$554.85
Plaza Speaker System: Library Total		\$554.85

* Price Includes Accessories

A/V

1	Altronix WP3 Enclosure, 13.31"H x 11.31"W x 5.59"D, Outdoor, NEMA 4/4X, IP66-11	\$473.21 *
1	Neutrik NC3FDX-TOP xlrCon 3-Pin Female Airtight Front Mount Recepticle UV Rated with Cap	
1	Neutrik NC3MDXTOP xlrCON 3-Pin Male Airtight Front Mount Recepticle UV Rated with Cap	
1	Neutrik NE8FDX-P6-W D-shape CAT6A panel connector, shielded, feedthrough, with rubber sealing, IP65 when mated, black chromium housing	
1	Radio Design Labs (RDL) CP-4S Quadruple Cover Plate - stainless steel	
1	Radio Design Labs (RDL) DB-D1 Single plate for standard and specialty connectors	
2	Radio Design Labs (RDL) DB-D2 Double plate for standard and specialty connectors	
1	Radio Design Labs (RDL) DC-4B Desktop or Wall Mounted Chassis for Decora Remote Controls and Panels	
1	Blizzard Lighting DMX5PC-10 5-Pin DMX + PowerCON® Compatible Combo Cable	\$57.61
1	Blizzard Lighting DMX-5PIN-IP-25Q IP Rated 5-Pin DMX Cable, 25'	\$51.88
1	C2G CG03116 10ft (3m) 18 AWG Outlet Saver Power Extension Cord (NEMA 5-15P to NEMA 5-15R) (TAA Compliant)	\$6.95
1	C2G CG53410 25ft (7.6m) 18 AWG Outlet Saver Power Extension Cord (NEMA 5-15P to NEMA 5-15R) (TAA Compliant)	\$15.67
2	Chauvet Professional COLORado Batten Q15 COLORado Batten Q15 quad-color RGBW LED batten with 15 individually controllable LEDs	\$3,777.02
1	Chauvet Professional RDM2GO Multi-functional Tool for Working with Fixtures Over DMX/RDM Data Line, Palm-sized Controller	\$540.31

* Price Includes Accessories

2	JBL AWC159 All-Weather Compact 2-Way Coaxial Loudspeaker, 15" Low Frequency Driver, 90 X 90 Degree Coverage Pattern	\$3,099.96
1	Qsc CX-Q2K4-NA 4-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	\$2,377.50

A/V Total	\$10,400.11
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Plaza Speaker System: Pavilion Total	\$10,400.11
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* Price Includes Accessories

City Plaza Speaker System - CITY-0042

3/6/2026

Project No : CITY -0042

Rev. 0

Plaza Speaker System: Mobile Wireless Mic Rack

A/V

1	Middle Atlantic UNI-1-C Universal Connector Panel	\$293.29 *
	1 Neutrik NE8FDX-P6-B D-shape CAT6A panel connector, shielded, feedthrough, black housing	
	1 Neutrik NKE6S-30 CAT6 patch cables 30m	
1	Netgear GSM4210PD-100NAS 8x1G PoE+ 110W 1x1G and 1xSFP Managed Switch	\$650.00
1	Qsc QIO-ML2x2 Two mic/line inputs and two line outputs	\$517.41
1	Shure ULXD4D=-G57 ULXD4D Digital 2-Channel Wireless Receiver - G57 470-608MHz	\$4,081.25 *
	2 Shure ULXD2/SM58=-G57 Digital Handheld Transmitter with SM58 Capsule - 470-932MHz	
1	SKB Cases 1SKB-R4UW 4U rSeries Rolling Rack	\$960.75 *
	1 Middle Atlantic PDX-915R-SP NEXSYS Rackmount Power Series Surge Protection	

A/V Total	\$6,502.70
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Plaza Speaker System: Mobile Wireless Mic Rack Total	\$6,502.70
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Project Subtotal:	\$66,310.88
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* Price Includes Accessories

City Plaza Speaker System - CITY-0042

3/6/2026

Project No : CITY -0042

Rev. 0

PROJECT SUMMARY

Equipment:	\$66,310.88
Shipping:	\$2,188.25
Miscellaneous Materials:	\$1,876.59
Labor:	\$27,241.15

Grand Total: **\$97,616.87**

Client: City of Richland Hills

Date:

Dawna Payne

Dawna Payne
Electronically Signed 03/11/2026
@ 1:19 pm

Contractor: Texadia Systems

Date:

Terms & Conditions

City Plaza Speaker System - CITY-0042

Revision: 0
Modified: 3/6/2026

Client:

City of Richland Hills
6700 Baker Blvd.
Richland Hills, TX 76118 USA
817-616-3780

Contractor:

Texadia Systems

4355 Excel Pkwy
Suite 600
Addison, TX 75001 United States
(214) 956-5820
www.texadiasystems.com

Payment Schedule

Amount

Billing Date

60% Deposit (Due Upon Receipt)

\$58,570.12

40% Monthly Progress Billing (Net 30)

\$39,046.75

City Plaza Speaker System - CITY-0042

Project No : CITY -0042

Rev. 0

3/6/2026

TERMS AND CONDITIONS

The agreement ("Agreement") between Texadia Systems, LLC ("Company") and Customer, as identified in the signature block below, is valid and binding once signed by Customer or when Customer otherwise accepts a proposal or Statement of Work from Company. The Agreement consists of the following terms and conditions, the Statement of Work, all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for changes in work and scope.

- 1. Scope of Work.** Company agrees to provide to Customer, and Customer agrees to purchase from Company, the specific products, hardware, software and devices (hereinafter, "Products") and the specific services (hereinafter, "Services") in the attached Statement of Work. The Products and Services are jointly defined as the "Project." Company will not provide, and does not represent that it will provide, any work, Products or Services other than those specifically included in the attached Statement of Work. If Company undertakes any additional work at Customer's request other than that specified in the Statement of Work, Customer must pay Company for all such services and products on a time and materials basis, consistent with the terms below.
- 2. Scope Changes.** Any changes to the Statement of Work, including additions or deletions to the Statement of Work are binding only if in a written change order accepted in writing by Company ("Change Order"). Company will provide Customer in writing the amount of additional costs or cost reductions resulting from changes ordered within twenty-one (21) calendar days unless Customer waives this requirement in writing. Customer must pay all Change Orders in full upon Company's written acceptance of the Change Order.
- 3. Pricing.** Company is performing Services and providing Products on a fixed fee basis only if the fixed prices for the Project are specifically set forth in the attached Statement of Work. Customer otherwise agrees to pay Company for the Services and Products on a time and materials basis, unless expressly specified in the Statement of Work, that is, Customer must remit a total payment in the amount of all time expended by Company multiplied by the respective hourly rates for the individuals providing the Services, in addition to the price for all Products. Company will invoice Customer monthly for all work performed on a time and materials basis. Any estimates provided to Customer are not binding but merely a rough calculate or judgment of the costs stated therein. Any estimates do not supersede these terms and conditions that require Customer to pay Company for the Products and Services on a time and materials basis. Company can provide a list of its current hourly rates by personnel, and the costs of any materials or Products if Customer requests in writing. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, cabinets are not included unless specifically documented in the Statement of Work. Company is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.

3.1. Changes to Tariffs, Pricing, and Shipping

- 3.1.1.** Pricing, tariffs, and shipping terms are subject to change based on market conditions, government regulations, or other factors beyond our control. Any adjustments to pricing, tariffs, duties, or shipping costs that occur after the issuance of a quote or purchase agreement may result in additional charges. These changes will be communicated at the time of procurement, and all additional costs must be borne by the buyer. We reserve the right to update shipping methods and associated costs to ensure compliance with current regulations and logistical requirements.

- 4. Payment.** Unless otherwise specific in the Statement of Work, Customer must pay Company net thirty

(30) days from the invoice date. All deposits are due upon receipt of invoice. Notwithstanding the foregoing, final payment is due payable no later than the Project's Completion Date (as defined below).

5. **Delivery.** Unless expressly specified in the Statement of Work, Company does not make any representations or warranties as to when the Products will be received or installed or when any Services will begin or be completed. Products will not be ordered until the Company receives the equipment deposit set forth in the Statement of Work. Notwithstanding the foregoing, Company is not responsible for any delays caused by any circumstance outside of its control, including delays in receiving Products, delays caused by other construction, Customer's change in the scope of work, fire, labor disputes, acts of God, or the failure to meet or comply with the attached Project Conditions.
6. **Completion Date.** Upon the Project's completion, Company will deliver to Customer a close-out document setting forth Company's explanation that the Project is complete as detailed in the Statement of Work. If Customer disputes the Project's completion, Customer must provide written notice to Company within fourteen (14) calendar days from the close-out document's date listing each item that Customer contends is not fully functional or not complete (hereinafter, "Punch List"). Absent timely delivery of a Punch List, the Project is deemed complete fourteen (14) calendar days from the close-out documents date (hereinafter, "Completion Date"). If Customer delivers a Punch List, Company will remedy all items delineated in the Punch List within thirty (30) calendar days provided such items were included in the Statement of Work and any written change orders thereto. Any item not listed on the Punch List is deemed to be completed and accepted by the Customer. If the Punch List items exceed the Project's scope, Company has no obligation to perform any such work absent a separate Maintenance Agreement or other written document signed by both parties specifying the scope of work and payment for that work (including any warranty work). If the Company undertakes work on the Punch List items, Company will deliver a second close-out document consistent with the procedures set forth above.
7. **Demonstration.** Upon or shortly after the Completion Date, Company will perform for and with Customer a hands-on demonstration of the Project's functionality and instructions for operating the Project's systems. If a demonstration occurs, the Project is deemed complete.
8. **Warranties.** All warranties from the original manufacturer of any Product transfer to Customer no later than the Completion Date. Warranties for all products start from the date Company invoices Customer for that product. Company warrants all installation labor for ninety (90) days following such labor. Company otherwise does not make any representations or warranties regarding the Products or Services unless expressly stated in these Terms and Conditions or the Statement of Work. Company has no obligation or liability to Customer or any other person for loss of profits, loss of use or incidental, special, or consequential damages, whether based on contract, tort, strict liability or any other theory or form of action arising out of or in connection with the Products or Services or any failure or delay in connection with the Products or Services. Customer's payment confirms Customer's full satisfaction and acceptance of the Products and Services.
9. **Cancellation Policy:** Once a project has been approved by Customer, procurement and other processes begin. Customer would be responsible for any products and services that are procured and completed up through the date of cancellation. Products procured would be invoiced and owned by the customer. Customers wanting to possibly return product could incur restocking fees and vary by manufacturer policy. Restocking fees would include shipping costs to return to manufacturer along with designated restock fee by manufacturer. Custom built or designed products once procured and in production would need to be paid for in full and unable to return, which in turn would become the property of the customer. If you need to cancel a project, product or services, please contact your project manager and/or account representative as early as possible to mitigate additional costs. Minimum time for cancellation is 15 days notice. Each project cancellation is evaluated individually according to the stage of project completion and procurement. We will work with customer and do

everything we can to help mitigate additional costs.

10. Drawings. All drawings and documentation are contingent on Company's receipt of a retainer or deposit. Because a proposal requires system design and engineering by a professional systems integrator, only one version of the proposal will be prepared without a retainer. If the proposal is for system design & documentation services only, Customer must remit a minimum \$2,000.00 Design Retainer to Company before work begins. This Design Retainer will include a detailed equipment list with pricing, as well as one block-diagram drawing of the system. The Design Retainer is earned upon receipt to cover design and engineering time and is non-refundable.

11. Intellectual Property. If Company develops or creates intellectual property for the Project, such as software, program coding, or program installation or alterations ("IP") Company owns the IP until such time as the Customer pays Company in full for the Project. Company may, but is not required, to implement password and other security protections on any of the Products to the protect the IP. Company is required to provide those password and other security protections to Customer only upon Customers full payment to Company for the Project. Customer is not authorized to license or transfer the IP prior to full payment to the Company for the Project.

12. Specific Job Contingencies.

12.1. Customer acknowledges and agrees that the Company's physical inspection of the site(s) on which the Project is to be implemented may alter the scope of work and pricing related thereto. If such alternations occur, Company will provide Customer with an updated Statement of Work prior to performing any further Services or installing further Products. Absent a subsequent written document signed by the Company, Customer is still responsible for payment to Company for all Services and Products on a time and materials basis unless otherwise stated in the Statement of Work or any change order.

12.2. Customer acknowledges and agrees that Company cannot accurately inspect or analyze all damages caused by any power and system interruption incidences. Company will remedy any power surge issues on a case-by-case, and component-by-component basis only, as additional issue will arise to power-damaged equipment once components are repaired or replaced on a Project. Absent a subsequent written document signed by the Company, Customer is responsible for payment to Company for all Services and Products on a time and materials basis for all power and system interruption incidents.

12.3. If Project is of a retrofit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, Customer agrees to pay, and understands that they will be charged hourly rate per man, per hour, or time and a half if overtime incurred, for all extra labor and Services involved in completing the Project.

12.4. Company reserves the right to substitute proposed Products if the product is obsolete, discontinued, or unavailable with a comparable model of equal or greater value upon Customer approval. If a Product is substituted, Customer must pay Company for the price of the new Product. Company is not responsible in any manner for any Product's obsolescence, discontinuation, or unavailability.

13. Miscellaneous Terms.

13.1. If Customer authorizes to Company to provide services at Customer's home or business location(s) ("Premises"), including when Customer is not physically present at the Premises, Customer is also authorizing Company's agents, employees, representatives, and contractors, and third

parties from which Company arranges service, and each of them, (collectively, "Providers") to perform services at the Premises. In the event of such authorization, Customer indemnifies and holds harmless Company and Providers, jointly and severally, from and against all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising out of or related to any services or work performed at the Premises, including any damages or theft, alleged or otherwise, to the Premises, its contents, or property at the Premises.

13.2. Customer's execution of this Agreement authorizes Company to immediately begin all work. Customer's failure to remit payment in full under the foregoing terms constitutes a material breach of this Agreement and otherwise eliminates Company's obligation to perform or complete the Services or provide the Products.

13.3. Any amounts not paid in full within the time periods set forth above will accrue interest at the rate of 18% per annum or the highest maximum rate permitted by law, whichever is less.

13.4. Company reserves the right to charge a credit card transaction fee of the lesser of three percent (3%) or the merchant card transaction fee incurred by Company on all credit card payments.

13.5. This Agreement and its rights and obligations may not be assigned by either party without the other party's advance, written consent.

13.6. The failure by either party to enforce at any time any of the provisions of this Agreement, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce every such provision.

13.7. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and understandings of the parties with respect thereto. There are no oral agreements between the parties. This Agreement is not amended, modified, or novated absent a subsequent written document signed by all parties.

13.8. Customer's acceptance of any proposal, scope of work, or Statement of Work, including allowing Company to begin any work on the Project constitutes Customer's acceptance of this Agreement. This Agreement may be accepted electronically by online notification, or other electronic entry or notation indicating Customer's assent to the Agreement.

13.9. The parties acknowledge that the transaction that is the subject matter of this agreement bears a reasonable relation to the State of Texas and agree that in the event of any dispute or disagreement between them relating to this Agreement, the law of the State of Texas shall govern their rights and duties under this Agreement. This Agreement is expressly performable in Dallas County, Texas, including payment in Dallas County, Texas, and venue arising from any dispute relating to this Agreement and the parties lies exclusively in Dallas County, Texas.

13.10. If Company initiates any legal action to enforce this Agreement, including legal action to collect any fees owed by Customer, Company is entitled to recover its attorneys' fees and court costs from Customer, in addition to any other relief to which it may be entitled.

Company:

Texadia Systems, LLC

By: Dawna Payne

Its: EVP

Customer (as defined in the Agreement):

Printed Name: _____

Address: _____

Phone: _____

Email: _____

Client: **City of Richland Hills**

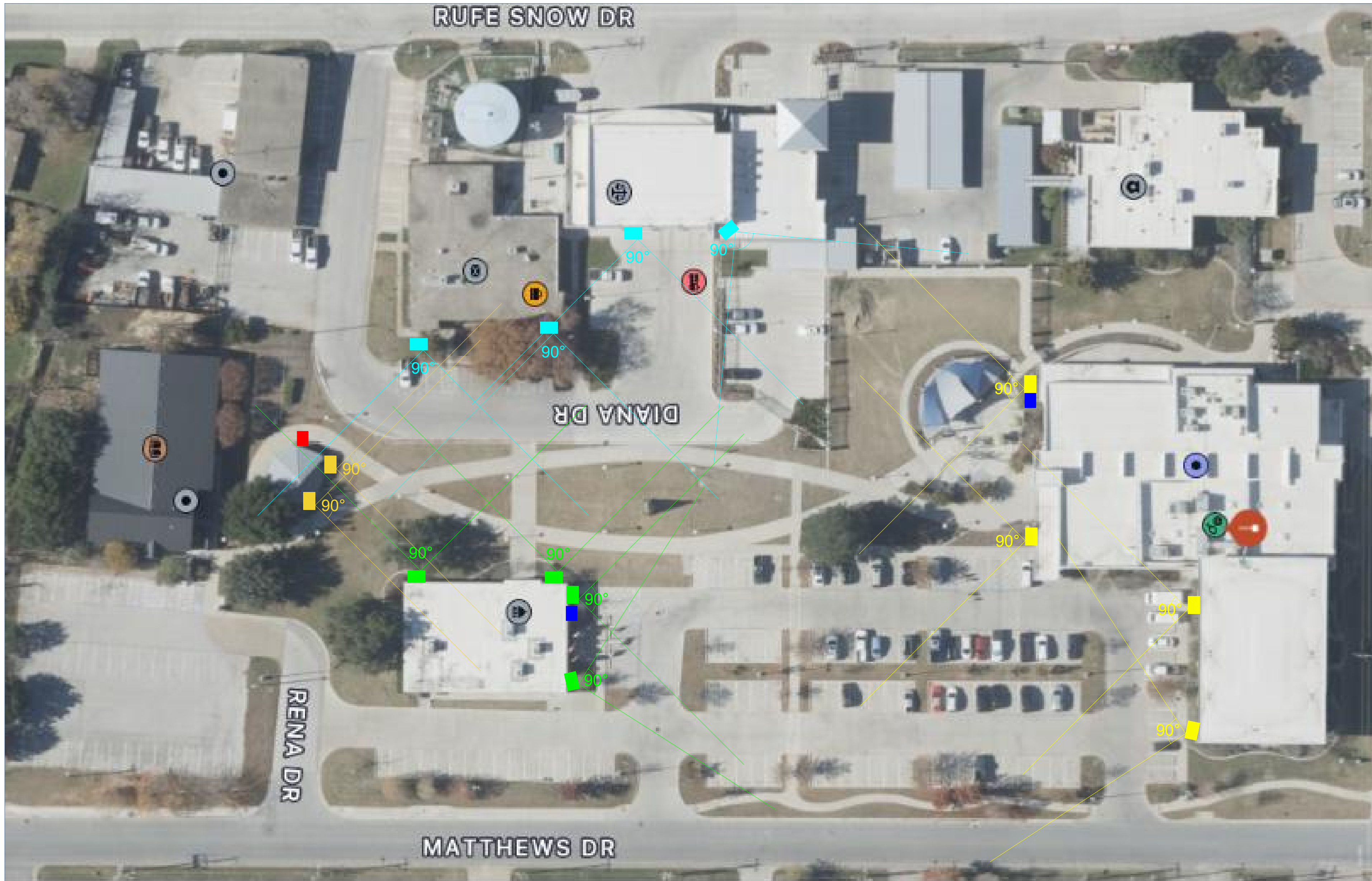
Dawna Payne

Contractor: **Texadia Systems**

Date:

Dawna Payne
Electronically Signed 03/11/2026
@ 1:20 pm

Date:



PAVILION: JBL AWC159

FIRE DEPT: JBL AW295

CITY HALL: JBL AW295

LINK: JBL AW295

AV NETWORK
W / ANALOG AUDIO

AV NETWORK

Issue Date :

Issue Status :

Customer:

Date: 2/18/26

Designer: Matt Ryan / Trent Godby

Project Manager: Chris Todora

Drawn: Matt Ryan

Sheet:

SITE PLAN

Sheet Number:

AV00-01

LINK PLAZA AV SYSTEM

JBL AW-295 Speakers:



SKB Rolling Rack:

