

**CITY OF RICHLAND HILLS
SANITARY SEWER REIMBURSEMENT PROGRAM
PROCEDURES FOR PROPERTY OWNERS**

1. Obtain a COMMITMENT CONTRACT from Community Development office, located at 3201 Diana Dr., across the street from City Hall in Post Office complex.
2. Read and complete COMMITMENT CONTRACT. *Signature must be notarized.*
3. Submit completed, signed and notarized COMMITMENT CONTRACT to the Community Development office.
4. Contact a licensed plumber to schedule your sewer line replacement. Plumber will obtain a permit from the Community Development office. Once a permit is issued the plumber may begin work.
5. Upon completion of the sewer line replacement the plumber will request an inspection from the city. Once the inspection has been approved the homeowner will receive a copy of the Final Inspection for their records.
6. Obtain a signed Certification of Completion / Reimbursement Request from the Community Development office.
7. To request reimbursement the homeowner must provide:
 - Copy of the signed, notarized COMMITMENT CONTRACT
 - Copy of the Final Inspection report showing the project has passed inspection
 - Copy of the final bill, signed and dated by the Contractor and homeowner, indicating the project has been PAID IN FULL
 - Copy of the signed Certification of Completion / reimbursement request

Submit these copies to the Finance Director's office located at City Hall; 3200 Diana Dr. Reimbursement will be received within thirty (30) days of the date of request.

COMMITMENT REGARDING REPLACEMENT OF
SANITARY SEWER CONNECTION SERVICE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

_____ (hereinafter referred to as "Owner"), being the owner(s) of the real property located at _____, in the City of Richland Hills, for good and valuable consideration, specifically, the City's offer of the grant program described herein, enters into this commitment to the City of Richland Hills, Texas (hereinafter referred to as "the City"), a home rule municipality located in Tarrant County, Texas, and Owner hereby agrees and acknowledges the following:

1. **Grant offered by City.** In order to reduce infiltration of stormwater into the City sanitary sewer system, which infiltration results in greater costs to the City and its residents for processing of sanitary sewer outflow, the City has created a limited program providing grants to residential property owners to encourage replacement of deteriorated sanitary sewer connection service lines, which are owned by and the responsibility of private property owners in the City. Owner acknowledges that the City shall pay to Owner the one time sum of Five Hundred Dollars and no cents (\$500.00) within thirty (30) days of Owner's completion of all conditions described below, provided that Owner is one of the first one hundred (100) qualified applicants who fulfills all conditions and prerequisites provided herein, .

2. **Conditions and Prerequisites.** Owner acknowledges that the City's obligation to pay the sum referenced above is conditioned on satisfactory completion by Owner of each of the following conditions, which are prerequisites to payment:
 - a. Owner must be one of the first one hundred (100) qualified applicants who fulfill all conditions and prerequisites provided herein;
 - b. Owner must sign and file this Agreement with the Director of Community Development prior to commencing work, unless otherwise expressly excused in writing by the Director of Public Works.
 - c. Owner must retain a licensed plumber to perform the work, and all work must conform to all applicable laws, ordinances and regulations;
 - d. Owner must replace the entire sanitary sewer connection service line from the point of entry into the residence to the City tap;
 - e. Owner must obtain all required permits, inspections and approvals from the City Department of Community Development and Department of Public Works at Owner's expense;

- f. Owner must file with the Director of Planning and Community Development an affidavit signed by the Owner and Contractor verifying that all bills relating to the work have been fully paid;
 - g. All work must be completed within one hundred eighty (180) days from date of issuance of the initial permit;
 - h. Owner must obtain from the Director of Community Development a Certificate of Completion of Program Requirements form signed by the Director of Community Development and submit such certificate to the Director of Finance along with a written request for payment.
3. **No joint enterprise.** No provision of this Agreement shall be construed to create any type of joint ownership of any property, nor shall same be deemed to create a partnership, joint venture or other agreement which would be construed as granting partial control, ownership of or equity in the facilities described herein. It is understood and agreed that the sanitary sewer connection line is the property of Owner, and Owner assumes all responsibility for the condition and restoration of such property, and liability for any damages resulting from the work, and that the City has no responsibilities except as provided in City ordinances or otherwise imposed by applicable law.
5. **Notice.** Any notice, communication or request provided or permitted to be given to the City relating to this Agreement to the City must be in writing and addressed as follows:

Director of Community Development
City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

with a copy to

Director of Public Works
City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118

or to such other addresses as may be provided for in writing from time to time.

5. **No waiver of immunity or defenses.** The City does not hereby waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, or any damage limitation or other protection provided to municipalities under any applicable law, and the City hereby invokes said governmental immunity to the extent possible under the law.. This section shall be liberally construed to carry out this intent.

6. **No third party beneficiaries.** It is understood by the parties that this Agreement is entered into for the mutual convenience and purposes of the City and Owner, and it is the parties' intent that no other parties shall be construed as beneficiaries of this Agreement, including subsequent owners, residents, or operators of the subject property, or the Owner's contractors or subcontractors.
7. **Entire Agreement.** This Agreement, including any exhibits attached and made a part hereof, is the entire agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.
8. **Choice of Law and Venue.** This Agreement shall be construed under the substantive laws of the State of Texas, without reference to its choice of law provisions. This Agreement is fully performable in Tarrant County, Texas, and venue for any action arising under state law under this Agreement shall be the District Courts of Tarrant County, Texas. If any action relating to this Agreement is not properly brought in state court, venue shall be the United States District Court for the Northern District of Texas.
9. **Severability.** In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In such event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
10. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amended Agreement.
11. **Amendment.** This Agreement may only be amended, altered, or revoked by written instrument signed by the parties to such amendment.
12. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.

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Signed this ____ day of _____, 2009.

_____, Owner

**CITY OF RICHLAND HILLS
CERTIFICATE OF COMPLETION OF PROGRAM REQUIREMENTS
SANITARY SEWER CONNECTION SERVICE REPLACEMENT PROGRAM**

This certificate verifies all requirements have been met by the homeowner for the Sanitary Sewer Replacement Program at the following location:

Address: _____

Karla Wright
Planning and Community Development

Date

REIMBURSEMENT REQUEST:

I _____ am requesting reimbursement payment of
(Please print)

\$500 for the replacement of my sanitary sewer service at the above referenced address.

Homeowner signature

Date