

**RICHLAND HILLS DEVELOPMENT CORPORATION
MEETING AGENDA
CITY HALL, 3200 DIANA DRIVE
FEBRUARY 27, 2023
6:00 P.M.**

1. CALL TO ORDER

2. PUBLIC COMMENTS

This is the public's opportunity to address the Richland Hills Development Corporation about non-agenda items. In compliance with the Texas Open Meetings Act, Development Corporation members and city staff are prevented from discussing non-agenda items and may only respond with statements of information or existing city policy.

REGULAR AGENDA

3. Approve minutes from the August 22, 2022 Richland Hills Development Corporation meeting
4. Consider professional services agreement with Catalyst Commercial, Inc. for development of Glenview Corridor Master Plan and authorize City Manager to sign agreement

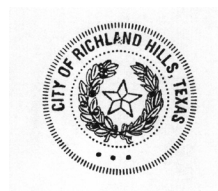
5. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 23rd day of February 2023, by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Rawlinson

Lindsay Rawlinson
City Secretary



ACCESSIBILITY STATEMENT

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

Memorandum

To: Chair Edward Lopez and members of the Richland Hills Development Corporation

From: Lindsay Rawlinson, City Secretary

Date: February 27, 2023

Subject: Minutes from the August 22, 2022 meeting

Agenda Item:

Approval of minutes from the August 22, 2022 Richland Hills Development Corporation Meeting

Background Information:

N/A

Financial Considerations:

N/A

Legal Review:

N/A

Board/Citizen Input:

N/A

Attachments:

August 22, 2022 Draft Minutes

Board Action Requested:

Motion to approve the minutes from the August 22, 2022 Richland Hills Development Corporation meeting

**RICHLAND HILLS DEVELOPMENT CORPORATION
BOARD MEETING
AUGUST 22, 2022
MINUTES**

Roll Call:

Director's present:

Edward Lopez, Chair
Curtis Bergthold, Council Member
Doug Knowlton, Council Member
GW Estep, Council Member
Jorge Cisneros, Citizen Member

Directors absent:

Bill Agan, Citizen Member
Theresa Bledsoe, Citizen Member

Officers

Candice Edmondson, President
Lindsay Wells, Secretary

1. CALL TO ORDER

Chair Lopez Called to Order – Time 5:00 p.m.

2. PUBLIC COMMENTS

None.

REGULAR AGENDA

3. Approve minutes from the August 8, 2022 Richland Hills Development Corporation meeting

Motion: Motion was made by Director Bergthold and seconded by Director Knowlton to approve the minutes from the August 8, 2022 Richland Hills Development Corporation meeting.

Motion carried by a vote of 4-0.

4. Consider approval of the FY 2023 Richland Hills Development Corporation Budget (PUBLIC HEARING)

City Manager Candice Edmondson gave a presentation on the proposed FY 2023 Richland Hills Development Corporation (RHDC) Budget and advised that the RHDC fund is dedicated towards economic development and park development. The RHDC budget is split between capital improvements, debt service, operations, and personnel. The proposed FY 2023 budget will include items such as economic development consulting services, business appreciation events, sales tax analysis, incentive agreements, marketing, debt service obligations, and general administrative costs.

The proposed budget accounts for a projected 18 percent increase in sales tax revenue over FY 2022 as well as a proposed five percent employee pay increase. Fund changes include a Glenview Corridor Master Plan Development (\$75,000,) Brand implementation (\$30,000,) and a façade improvement grant (\$30,000.) Capital improvements include \$400,000 for park development or economic development, \$1,000,000 for continuation of FY 2022 park improvements including Creek Trail Park restrooms, pavilion, and food truck stations, and Kate Baker Park restrooms, pavilion, and parking.

For FY 2023, the estimated revenues are \$1,178,054 and the estimated expenditures are \$1,576,530, with an estimated ending fund balance of \$1,020,593.

Ms. Edmondson presented a Park Master Plan project priority ranking of the top 20 amenities in the City's parks and where each item stood in completion. Completed projects included playgrounds at Rosebud Park and Creek Trail Park, in progress projects included restrooms and pavilions at Kate Baker Park and Creek Trail Park.

Chair Lopez opened the Public Hearing at 5:27 p.m. and asked to hear from any proponents followed by opponents of the FY 2023 RHDC Budget. Hearing none, Chair Lopez closed the Public Hearing at 5:27 p.m.

Discussion ensued regarding the ranked priority list and the Board requested a new list to reorder priorities and group the park projects together.

Motion: Motion was made by Director Bergthold and seconded by Director Cisneros to approve the FY 2023 Richland Hills Development Corporation Budget.

Motion carried by a vote of 4-0.

5. ADJOURNMENT

There being no further business to come before the Richland Hills Development Corporation, Chair Lopez declared the meeting adjourned at 5:29 p.m.

ATTEST:

APPROVED:

Lindsay Rawlinson, City Secretary

Edward Lopez, Chair

Memorandum

To: President Edward Lopez and Richland Hills Development Corporation Members

From: Candice Edmondson, City Manager

Date: February 27, 2023

Subject: Glenview Corridor Master Plan Agreement

Agenda Item:

Consider professional services agreement with Catalyst Commercial, Inc. for development of the Glenview Corridor Master Plan and authorize City Manager to sign agreement

Background Information:

The Richland Hills Development Corporation and City Council approved funding for a master plan for the Glenview Drive corridor during the FY 2023 Budget process. After speaking to several consultants about development along Glenview, staff identified Catalyst Commercial, Inc. as the best firm to provide the master plan services.

Catalyst Commercial has conducted more than 500 economic development projects with a focus on building high-impact solutions that can create “complete communities”. Catalyst has experience in retail, hospitality, residential and commercial analysis and can provide a comprehensive approach to the master plan process. The firm is also familiar with the City Point project just north of Glenview Drive in North Richland Hills creating synergy between the development goals of both communities.

The attached professional services agreement outlines Catalyst’s approach to the corridor master plan from project initiation through adoption.

Financial Considerations:

Catalyst Commercial provided a proposal in the amount of \$85,000 to complete the Glenview Corridor Master Plan. The FY 2023 Richland Hills Development Corporation Budget includes funding in the amount of \$90,000 for economic development consulting services.

Legal Review:

N/A

Board/Citizen Input:

City Council will consider the professional services agreement on February 27, 2023 following the Richland Hills Development Corporation meeting.

Attachments:

Professional Services Agreement with Catalyst Commercial, Inc.

Board Action Requested:

Motion to approve professional services agreement with Catalyst Commercial, Inc. for development of the Glenview Corridor Master Plan in the amount of \$85,000 and authorize City Manager to sign agreement

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is entered into as of the effective date (the "Effective Date"), by and between Catalyst Commercial, Inc. ("Contractor"), located at 3232 McKinney Avenue #550, Dallas, Texas 75204, and City of Richland Hills ("Client"), located at 3200 Diana Dr, Richland Hills, Texas 76118, Attn: Candice Edmondson, City Manager, (817)616-3807 with an email of cedmondson@richlandhills.com.

1. PROJECT. Client hereby retains Contractor and Contractor hereby accepts engagement from Client to provide services for Glenview Corridor Master Plan as set forth in the tasks delineated on **Schedule "1"**, attached hereto (the "Services").

2. COMPENSATION. Client shall pay Contractor a total fee equal to \$85,000, as set forth herein and tasks in **Schedule "1"**, plus reimbursable expenses, including, but not limited to, travel, lodging, reprographics, facilities rental, workshop supplies, and plotting. Contractor shall invoice Client upon completion of the tasks delineated in **Schedule "1"**, along with reimbursable expenses incurred to date. All invoices shall be due upon receipt and paid within thirty (30) days. Any local, state or federal taxes applicable to any of the services provided by Contractor shall be added to the amount due. All services undertaken by Contractor and authorized by Client shall be compensated at the following rates:

- \$300.00 per hour for principal
- \$250.00 per hour for senior consultants
- \$175.00 per hour associates
- \$105.00 per hour for professional support staff

Unless other arrangements are made by mutual agreement. Contractor may sub-contract any portion of the Services set forth on **Schedule "1"**; provided, however, any increase in fees or compensation due to the use of such sub-contracted services shall be approved in writing by Client.

3. PROFESSIONAL STANDARDS. Contractor shall be responsible to the high level of competency presently maintained by other practicing professionals in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of the work furnished under this Agreement.

4. TERMINATION. Either Client or Contractor may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall forthwith pay Contractor in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

5. ACCESS TO RECORDS AND WORKPRODUCT. Contractor agrees that Client shall, until expiration of one (1) year after final payment by Client to Contractor, have access to and the right to examine and photocopy directly pertinent documents, papers and records of Contractor involving transactions relating to this Agreement. Upon forty-eight (48) hours notice, Contractor shall give Client access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Contractor at all times shall retain co-ownership of all final work product resulting from this Agreement and may utilize it for any purposes including, without limitation, marketing. Contractor shall retain sole ownership of source files, digital files, drafts and working documents for all work product. Contractor and Client shall co-own final work products. If Contractor displays Contractor's logo or copyright designation on any draft or final workproduct provided to Client, Client shall continue to utilize and display on the workproduct that logo or copyright designation if the workproduct is reproduced, used, disseminated or displayed publicly, or disseminated to any third party unless other arrangements have been made by mutual agreement. Contractor reserves the right to enforce its copyright through all legal means including common law, statutory and equitable remedies.

6. INSURANCE. During the term of this Agreement and for two (2) years thereafter, Contractor shall keep in force General Liability and Professional Liability Insurance coverage up to \$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate total coverage, respectively.

7. ENTIRE AGREEMENT/ MODIFICATION. This Agreement, including **Schedule "1"**, attached, is the entire agreement between the parties and supersedes all prior negotiations, agreements and understanding relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing. Email communication constitutes a writing if intended by both parties to be a writing under this paragraph.

8. ASSIGNMENT. Client understands that it may not assign this Agreement or its rights hereunder, or delegate any or all of its duties under this Agreement without written authorization from Contractor. Except for the use of sub-contractors to perform services, Contractor understands that it may not assign this Agreement or its rights hereunder, without written authorization from Client.

9. LEGAL EXPENSES. In the event that legal action is taken by either party to enforce any rights or remedies under this Agreement, it is hereby agreed that the successful or prevailing party shall be entitled to receive any costs, disbursements and reasonable attorney's fees.

10. SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, and the enforceability of the remaining provisions contained herein shall not be impaired thereby.

11. BINDING EFFECT. The parties to this Agreement further agree that the promises, covenants, and conditions herein shall be binding upon the parties to this Agreement, their heirs, assigns, successors, administrators, and representatives forever.

12. INDEMNIFICATION AND HOLD HARMLESS. To the extent allowable by law, each party agrees to indemnify and hold the other party, its heirs, assigns, successors, administrators, and representatives harmless of and from any and all claims, actions, liabilities, losses, damages, suits or causes of action brought by any third party, person or entity as a result of any incident, event or occurrence giving rise to such claims, to the extent such claims, actions, liabilities, losses, damages, suits or causes of action are caused by any negligent act, error or omission of the indemnifying party or any person or organization for whom indemnifying party is legally liable.

13. LIMITATION OF LIABILITY. Contractor's liability for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee paid to Contractor hereunder or available insurance coverage delineated herein, whichever is greater.

14. GOVERNING LAW. It is understood and agreed by the parties that this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, this Agreement was executed by the parties as of the Effective Date.

CATALYST COMMERCIAL, INC.

By: _____
(Authorized signature)
Jason Claunch
Date: February 27, 2023
Its: President

CITY OF RICHLAND HILLS

By: _____
(Client Authorized signature)

Name: Candice Edmondson
Date: February 27, 2023
Its: City Manager

EXHIBIT A
SCOPE OF SERVICES

Glenview Corridor Master Plan
Richland Hills, Texas

The primary purpose of this planning effort is to create a corridor master plan for the City of Richland Hills. This plan will provide guidance for the strategy to create a market-based revitalization plan within the Glenview Corridor (the “Corridor”). This planning process and the implementation strategy will be critical to upgrade infrastructure, upgrade this corridor to create a stronger community entryway, improve the commercial business climate, enhance the tax base, and improve the overall quality of life for Richland Hills residents. The primary deliverable will be a new Corridor Master Plan containing community wide objectives and policies with a feasible, fiscally responsible, and prioritized implementation action plan. This plan does not include engineering services or park design.

Key Catalyst project staff assigned to this effort include:

Catalyst Commercial, Inc. – project management, design, market, fiscal tools, implementation

- Jason Claunch
- Chris Branham

Design: JHP, Inc

Engineering: Halff (per separate agreement/scope)

Parks: Schrickel Rollins and Associates (per separate agreement/scope)

SCOPE OF SERVICES

PHASE 1A | PROJECT INITIATION & MANAGEMENT

Task 1A.1 Project Initiation and Management

- Catalyst will coordinate a project kick-off with internal and external team and City staff to discuss project goals, schedule, available data, refine the planning process, and develop the public engagement strategy.
- City staff shall provide base maps, key data including any existing plans, studies, and other information that may inform this planning process.

Task 1A.2 Pre-Planning and Background Information

- Catalyst shall prepare associated base maps/ GIS files to serve as the foundation of this planning effort.
- The Catalyst team shall review previous studies, zoning cases, existing land use, and any information provided by City.

Task 1A.3 Project Kick-off

- (Day 1) Catalyst shall coordinate and conduct a physical tour (4hrs) with city staff to review the corridor and adjacent conditions.
- Following the tour, Catalyst shall conduct an initial debrief to discuss observations, project objectives, and future data needs and requirements.

Deliverables: Meeting materials, data request, monthly progress reports, corridor base map, public engagement plan

Meetings: Corridor tour

PHASE 1B | CORRIDOR ASSESSMENT

Task 1B.1 Background Analysis

- Review baseline demographic and socioeconomic data from Esri, the U.S. Census Bureau, and other sources as may be necessary and/or applicable.
- Conduct population projections from the City, County, and other sources to establish population forecasts for the planning horizon.
- Review information from City staff documenting progress implementing prior plan actions to understand which previous plan goals and objectives remain community priorities.

Task 1B.2 Existing Conditions Inventory and Analysis

- Identify strengths, weaknesses, key challenges, and opportunities.
- Prepare a community assessment memo which includes updated demographic tables, charts, baseline inventory information in text, map, and table format.
- Calculate baseline existing land use areas per capita for lands within the Corridor.

Task 1B.3 Character Mapping

- Conduct a character-based mapping exercise using development characteristics. Building age, architectural style, size, location, and zoning, will be among the characteristics considered. The resulting map will inform growth scenarios, placemaking strategies, future land use map, and activations.

Task 1B.4 Regulatory Audit

- Through discussion with staff, residents, and development community identify gaps, opportunities, and potential updates to update the zoning code and other regulations.
- Examine stages of the development approval process, including permitting, zoning approvals, and enforcement.
- Summarize regulatory and procedural impacts to local development and identify opportunities for improvement.

Task 1B.5 Transportation & Mobility Audit

- Identify gaps and opportunities in the Corridor's existing mobility network using transportation infrastructure, accessibility, and travel data. Review existing thoroughfare plans for the City and functional needs of the corridor. Explore interventions that can improve safety, mobility, and livability within the Corridor from a transportation perspective.

Task 1B.6 Corridor Core Values

- Summarize early public engagement efforts to help develop Richland Hills' strategic goals and core values for the Corridor. These objectives will be used to guide the planning process and prioritization of implementation and subsequent efforts.

Deliverables: Corridor framework, regulatory review, market assessment, transportation & mobility audit

Items Provided by City: Ownership, roadway plans, development activity

PHASE 2A | FUTURE LAND USE FRAMEWORK

Task 2A.1 Corridor Scenario Development (Design Workshop)

- In conjunction with the City's staff and administration, the Catalyst team will conduct a one-day planning workshop to further facilitate the development of planning scenarios. Catalyst's planners and designers will establish two alternative development concepts for the City. We will define early concepts for the corridor and associated redevelopment opportunities based on previous resident input and aspirations.

Task 2A.2 Preferred Scenario

- Prepare a preferred corridor scenario incorporating feedback received from the city staff.

Task 2A.3 Strategic Vision Document

- Prepare strategic vision document which will include vision statement, future land use map, thoroughfare map, and activation elements.

Deliverables: Strategic Vision Document (future land use map, thoroughfare map, activation elements)

Meetings: Event planning meetings as needed

Items Provided by City: Event promotion and marketing and space for public workshop

PHASE 2B | PLAN COMPONENTS

Task 2B.1 Proposed Themes and Plan Components

- Catalyst will create recommendations for various plan elements including economic development, quality of life, connectivity, redevelopment/revitalization, infrastructure, and other identified priorities.

Task 2B.2 Implementation Program Development

Prepare a work program of recommended implementation actions that categorizes actions by implementation types and responsible entities. Action types may include operational change, capital project, financial investment, regulation, future study, etc. Both short-term and long-range actions will be considered.

- Using the recommendations from each plan element, draft an implementation action plan that details near-, mid-, and long-term prioritization; type of action; and person, group, or entity responsible for implementation.
- Conduct a prioritization (ranking) exercise with staff.
- Draft a plan implementation and administration program that verifies plan administration and oversight roles and establishes plan monitoring and amendment processes.

Deliverables: Refinement of plan themes, implementation program

PHASE 3 | CORRIDOR MASTER PLAN

Task 3.1 Corridor Audit

- Complete preliminary audit of the Corridor and proximate areas to evaluate the existing character and contextual relationship between the Corridor and surrounding neighborhoods. Our team will conduct a physical audit of the current state of conditions of the corridor and the greater surrounding planning area. This will be combined with an assessment of past, current, and future development opportunities within

the planning study area, which will inform initial findings focusing on Richland Hills' assets and strengths and identifying potential needs.

Task 3.2 Market Snapshot

- Based on guidance from other relevant plans and studies we will review the specific market of Richland Hills and take a regional snapshot of surrounding communities to ensure the corridor master plan is realistic and meets the needs of Richland Hills today and into the future. The final report will document and provide a summary for each potential use and relationship to existing land uses and building types within the study area and surrounding contextual neighborhoods.

Elements of the Economic and Market Analysis will include:

- a. Market Context / Existing and Projected
- b. Land Use Industry Trends
- c. Psychographic Indicators
- d. Market Supply and Demand
- e. Preliminary Identification of Catalytic Sites

Task 3.3 Urban Design, Streetscape, and Character Assessment

- Inventory and complete an assessment of existing land uses, character, aesthetics, streetscape features and wayfinding. Key areas will be identified for further enhancement or potential repurposing the corridor to develop a stronger sense of place.

Task 3.4 Catalytic Projects

- Work with city staff on an implementation plan that is financially affordable and fiscally responsible. Prioritize and project key implementation projects and 1-2 catalytic reinvestment opportunities that maximize the City's financial return on investment and attracts more private financial investment into the Corridor. 1-2 Conceptual illustrations will be created to provide a visual representation of what these catalytic projects could be.

Task 3.5 Redevelopment Framework

- A series of framework strategies will be derived from all the previously completed tasks, conversations and dialogue held with civic leaders, stakeholders, and the design workshop. The draft framework "programs" will be created prior to a community public workshop where we will ask key staff to assist in prioritizing the implementation strategies for the individual framework plans. Topics to be addressed within the corridor master plan's framework programs include:
 - a. Corridor Vision
 - b. Future Land Use
 - c. Redevelopment and Revitalization Opportunities
 - d. Urban Design, Streetscape, and Corridor Character
 - e. Mobility, Parking and Enhanced Connectivity
 - f. Economic Development and Fiscal Impact
 - g. Identification and Protection of Assets
 - h. Implementation Strategies

Task 3.6 Corridor Master Plan

- A draft Corridor Master Plan will be submitted for comments and review by identified City staff. A final Corridor Master Plan will be published upon completion of this process.

Deliverables: Draft and final Corridor Master Plan.

Items Provided by City: Review of all draft and final materials.

PHASE 4 | ADOPTION

Task 4.1 Adoption

- Prepare a Draft plan for review at public meetings.
- Review final draft plan and implementation program with key staff and City Council for formal consideration and approval. Additional public hearings or workshops shall be at additional expense.

Meetings: Development Corporation/P&Z/City Council

Fee Schedule

Catalyst Commercial, Inc. shall undertake the tasks and provide the deliverables as attached in “EXHIBIT A (scope).” These tasks do not include engineering services or park design. Below is a fee schedule.

Richland Hills Glenview Corridor Master Plan - Planning Budget	
Task	Fixed Fee Totals
Phase 1A Project Initiation and Management	
1A.1 Project Initiation and Management	\$ 1,100
1A.2 Pre-Planning and Background Information	\$ 2,550
1A.3 Project Kick-off	\$ 2,075
Phase 1B Corridor Assessment	
1B.1 Background Analysis	\$ 2,850
1B.2 Existing Conditions Inventory and Analysis	\$ 3,150
1B.3 Character Mapping	\$ 2,475
1B.4 Regulatory Audit	\$ 1,775
1B.5 Transportation & Mobility Audit	\$ 2,125
1B.6 Corridor Core Values (Workshop)	\$ 3,650
Phase 2A Future Land Use Framework	
2A.1 Corridor Land Use Workshop (1 day)	\$ 4,600
2A.2 Preferred Land Use Scenario	\$ 4,750
2A.3 Strategic Vision Document	\$ 7,050
Phase 2B Plan Components	
2B.1 Proposed Themes and Planning Components	\$ 4,000
2B.2 Implementation Program Development	\$ 3,700
Phase 3 Corridor Master Plan	
3.1 Corridor Audit	\$ 2,850
3.2 Market Snapshot	\$ 6,875
3.3 Streetscape, Open Space, and Activation	\$ 3,750
3.4 Catalytic Economic Development Jumpstart Projects	\$ 4,500
3.5 Redevelopment Framework/Regulating Plan	\$ 3,150
3.6 Corridor Master Plan	\$ 10,450
Phase 4 Adoption	
4.1 Adoption	\$ 3,400
Support Additional Tasks	Hourly
Total Labor (not including ordinary out of pocket expenses or hourly)	\$ 80,825
Project Overhead and Project Management	\$ 4,175
Total Phase 1 Budget (excluding hourly support)	\$ 85,000