



CITY COUNCIL MEETING AGENDA

Monday, January 10, 2022 at 6:00 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, January 10, 2022, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGES OF ALLEGIANCE
- IV. ROLL CALL OF COUNCIL MEMBERS
- V. PUBLIC COMMENTS
- VI. CONSENT AGENDA
 - [A.](#) Approve minutes from regular meeting held, December 13, 2021.
 - [B.](#) Approve November 2021 budget report.
- VII. DISCUSSION AND ACTION ITEMS
 - [A.](#) Discuss and consider an ordinance (22-485) calling the May 7, 2022 General Election and approving a joint election contract with Brazoria County.
 - [B.](#) Discuss and consider approving Strand Associates Task Order in an amount not to exceed \$30,000 to perform preliminary engineering for additional elevated storage capacity for the City of Richwood.
 - [C.](#) Discuss and consider approving Matula and Matula change order #3 in the amount of \$2,605.80.
 - [D.](#) Discuss and consider authorizing the City Manager to execute service agreement with the City of Angleton for Animal Control Services.
- VIII. CAPITAL IMPROVEMENT PROJECTS UPDATE
- IX. CITY MANAGER'S REPORT
- X. COUNCIL MEMBER COMMENTS & REPORTS
- XI. MAYOR'S REPORT
- XII. FUTURE AGENDA ITEMS
- XIII. ADJOURNMENT

The City Council may go into Executive Session on any item listed on the Agenda in accordance with Section 551-071 of the Government Code (attorney-client privilege).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 265-2082 or FAX (979) 265-7345 for further information.

I, Kirsten Garcia, do hereby certify that I did, on January 7, 2022 at 09:00 AM post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, City Secretary
City of Richwood

MINUTES

RICHWOOD CITY COUNCIL MEETING

Monday, December 13, 2021 at 6:15 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, December 13, 2021, beginning at 6:00 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

I. CALL TO ORDER

The meeting was called to order at 6:27 p.m.

II. ROLL CALL OF COUNCIL MEMBERS

Steve Boykin, Mayor:	Present
Mike Johnson, Position 1:	Absent
Melissa Strawn, Position 2:	Present
Matthew Yarborough, Mayor Pro Tem:	Present
Rory Escalante, Position 4:	Present
Mark Brown II, Position 5:	Present

Others present: Eric Foerster, City Manager; Kirsten Garcia, City Secretary; Patricia Ditto, Finance Director; Clif Custer; Public Works Director; Matthew Allen, City Attorney.

III. PUBLIC COMMENTS

There was no public public comment.

IV. EMPLOYEE SERVICE AWARD

A. Marcus Moreno, Public Works - 5 Years of Service

Clif Custer presented the service award.

Council expressed appreciation to Marcus.

V. PROCLAMATION

A. Trooper Josh Strawn Day, December 14, 2021

Mayor Boykin read and presented Trooper Strawn with the proclamation.

VI. CONSENT AGENDA

A. Approve minutes from regular meeting held November 8, 2021.

B. Approve October 2021 budget report.

Motion to approve consent agenda.

Motion made by Mark Brown II, Seconded by Matthew Yarborough.

Voting Yea: Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

VII. PUBLIC HEARING

A. Public hearing to discuss changing the name of College Boulevard to Dr. Millicent M. Valek Boulevard.

Eric Foerster presented information for the name change. Public hearing opened at 6:34 p.m.

There was no public comment or discussion on the matter.

Close public hearing at 6:38

VIII. DISCUSSION AND ACTION ITEMS

- A. Discuss and consider approving resolution changing the name of College Boulevard to Dr. Millicent M. Valek Boulevard.

Motion to approve resolution changing the name of College Boulevard to Dr. Millicent M. Valek Boulevard.

Motion made by Matthew Yarborough, Seconded by Mark Brown II.

Voting Yea: Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

- B. Discuss and consider approving Matula and Matula Construction Change Order #2 in the amount of \$10,103.80

Clif Custer with Jared Engleke, from Strand Associates presented.

Discussion held on existing infrastructure.

Discussion held on existing space in the drainage ditch.

Motion to approve Matula and Matula Construction Change Order #2 in the amount of \$10,103.80.

Motion made by Mark Brown II, Seconded by Matthew Yarborough.

Voting Yea: Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

- C. Discuss and consider awarding the construction contract for the 2021 Storm water Management Master Plan Drainage Improvements, Phase 1 & 2 to Matula and Matula Construction.

Clif Custer presented.

Discussion held on contingency built into the bids.

Motion to award the construction contract for the 2021 Storm water Management Master Plan Drainage Improvements, Phase 1 & 2 to Matula and Matula Construction.

Motion made by Mark Brown II, Seconded by Rory Escalante.

Voting Yea: Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

- D. Discuss and consider allowing Strand Associates to proceed with preliminary engineering and provide staff with opinions whether or not to proceed with the draft of an engineering task order

Clif presented.

Discussion held on funding and timeline for data.

No action taken.

- E. Discuss and consider authorizing the City Manager to execute a contractual agreement with the City of Clute for Emergency Medical Services.

Eric Foerster presented the amended agreement.

Discussion held on possibilities of other agencies.

Mark Guthrie, Assistant Fire Chief, stated that he feels the service we get from Clute is as good as we could get anywhere else and they have been exceptional to work with.

Motion to authorize the City Manager to execute a contractual agreement with the City of Clute for Emergency Medical Services.

Motion made by Mark Brown II, Seconded by Melissa Strawn.

Voting Yea: Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

- F. Discuss and consider an ordinance (No. 21-484) amending Chapter 20 Traffic and Vehicles of the City of Richwood's Code of Ordinances to change times regarding the one-way traffic flow on Audubon Woods Drive.

Clif Custer presented.

Discussion held on morning times - possibly considering amending it to 45 minutes.

Motion to approve amending Chapter 20 Traffic and Vehicles of the City of Richwood's Code of Ordinances to change times regarding the one-way traffic flow on Audubon Woods Drive, with an amendment the morning times to allow 50 minutes prior to the school day.

Motion made by Melissa Strawn, Seconded by Mark Brown II.

Voting Yea: Melissa Strawn, Matthew Yarborough, Rory Escalante, Mark Brown II

IX. CAPITAL IMPROVEMENT PROJECTS UPDATE

Clif Custer presented the CIP update.

X. CITY MANAGER'S REPORT

Eric Foerster gave his update to city operations.

XI. COUNCIL MEMBER COMMENTS & REPORTS

Mark Brown recognized Trooper Strawn for his service, awesome that we could recognize you this way. He recognized KRB for their donations of food to those that need it. He reported on an event with Texas Angels and Brazoria County Dream Center, stating that they raised \$30,000 in gifts for children in the area.

XII. MAYOR'S REPORT

Mayor thanked KRB and Trooper Strawn for all they do.

Asked everyone to keep those affected by the recent tornadoes in their thoughts and prayers. Also appreciate any assistance that can be given to those heading that way to assist.

XIII. FUTURE AGENDA ITEMS

No report.

XIV. ADJOURNMENT

Being there no further busienss, the meeting was adjourned at 7:56 p.m.

These minutes were read and approved on this 13th day of December 2021.

Mayor

ATTEST:

City Secretary



AGENDA MEMORANDUM – JANUARY 10, 2022

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

SUMMARY: Receive and/or approve the November 2021 Budget Report

BACKGROUND INFORMATION:

The information provided is for the FY 2020-2021 budget period, month ending November 31, 2021. This summary highlights several key points related to the current month's activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and November may include corrections from prior months.

DISCUSSION:

Attached is the budget report for November 2021, which is the second month of Fiscal Year 22. 16.7% of the year has passed. The report reflects the original budget as approved for FY22 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *This budget report is a preliminary report reflecting current year to date figures that are unaudited and may be adjusted at a future time.*

10-General Fund

As of November 30, 2021, General Fund revenues total \$246,103. General Fund expenditures total \$627,442. Budgeted transfers to other funds totaling \$454,128 have been processed. A transfer in from CCPD for purchase of vehicles is budgeted but has not yet been processed as the purchases have not yet been made.

Revenue (GF)

Total Revenue collected in the General fund is at 6.2% of budget.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of November is \$117,097. The majority of property tax revenue is realized in November – January.
- Sales Tax revenue received in November, earned in September, is \$54,949. CCPD received \$13,606 and for Transportation fund the amount is 13,734. These amounts were earned in FY21 and therefore were shown at year end as a receivable and do not show as current revenue.
- Permits and Licenses revenues total \$2,375 for November, \$7,063 year to date. Inspection fees collected year to date are \$5,060.

Impact fees on new construction are posted to Fund 32 Utility Capital Improvements. To date, we have collected \$7,242 for 3 Water Impact Fees. No impact fees have been collected this year for sewer.

- Court revenue for November is \$8,968 for a YTD total of \$15,091.

**Expenditures (GF)**

Expenditures in the General Fund are 24.66% of budget. Our largest expenditure to date is the debris removal following Hurricane Nicholas. Due to this large expenditure, our budget % is high but will even out as the year progresses.

30-Water, Sewer and Solid Waste Fund

Operating Revenues received through November total \$384,850. Total operating expense through November is \$287,579.

RECOMMENDATION: Council to approve November 2021 Budget Summary Report for General Fund and the Water & Sewer Enterprise Fund.

City of Richwood
Operational Budget Report
11/1/2021 - 11/30/2021

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							100% of year
Taxes	134,562.54	139,833.15	155,279.28	2,786,463.00	2,786,463.00	2,631,183.72	5.57%
Property taxes, including delinquent & penalties	98,540.65	111,981.11	117,097.15	1,916,463.00	1,916,463.00		6.11%
Franchise Taxes	36,021.84	27,852.04	38,182.13	190,000.00	190,000.00		20.10%
Sales Tax	0.00	0.00	0.00	680,000.00	680,000.00		0.00%
Licenses and permits	8,154.34	2,375.00	7,063.08	96,100.00	96,100.00	89,036.92	7.35%
Intergovernmental revenue	(14,160.00)	0.00	7,000.00	1,000.00	1,000.00	(6,000.00)	Ahead of Budget
Charges for services	0.00	1,100.00	1,640.00	10,000.00	10,000.00	8,360.00	16.40%
Fines and forfeitures	10,317.30	8,967.62	15,091.08	140,000.00	140,000.00	124,908.92	10.78%
Special Revenues	47.35	0.00	(119.00)	1,500.00	1,500.00	1,619.00	-7.93%
Interest	237.52	18.21	39.56	1,200.00	1,200.00	1,160.44	3.30%
Miscellaneous revenue	6,178.00	2,630.00	5,160.53	46,000.00	46,000.00	40,839.47	11.22%
Inspection Fees	5,060.00	2,530.00	5,060.00	30,000.00	30,000.00		
Miscellaneous Income	693.00	0.00	0.53	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	425.00	100.00	100.00	6,000.00	6,000.00		
Total Revenue	145,337.05	154,923.98	191,154.53	3,082,263.00	3,082,263.00	2,891,108.47	6.20%
Expenditures							
General Government							
Administration							
Personnel & Benefits	65,628.53	38,059.55	68,766.44	445,617.00	445,617.00	376,850.56	15.43%
Supplies	2,542.10	942.16	1,616.92	18,700.00	18,700.00	17,083.08	8.65%
Maintenance & Repair	562.50	0.00	580.56	5,000.00	5,000.00	4,419.44	11.61%
Utilities	2,124.31	1,459.02	2,474.44	14,000.00	14,000.00	11,525.56	17.67%
Professional Services	26,471.33	6,277.73	25,456.42	128,300.00	128,300.00	102,843.58	19.84%
Other Services	14,306.45	596.68	9,384.35	62,680.00	62,680.00	53,295.65	14.97%
Capital Equipment	139.34	340.98	681.96	5,100.00	5,100.00	4,418.04	13.37%
Total Administration	111,774.56	47,676.12	108,961.09	679,397.00	679,397.00	570,435.91	16.04%
Judicial							
Personnel & Benefits	10,022.19	5,340.91	9,727.10	70,402.00	70,402.00	60,674.90	13.82%
Supplies	399.36	119.70	252.67	2,300.00	2,300.00	2,047.33	10.99%
Professional Services	7,542.00	282.00	7,962.00	18,350.00	18,350.00	10,388.00	43.39%
Other Services	1,731.72	0.00	75.00	1,000.00	1,000.00	925.00	7.50%
Total Judicial	19,695.27	5,742.61	18,016.77	92,052.00	92,052.00	74,035.23	19.57%
Permitting & Inspections							
Personnel & Benefits	2,305.00	2,580.00	2,580.00	68,100.00	68,100.00	65,520.00	3.79%
Supplies	175.00	0.00	178.10	5,000.00	5,000.00	4,821.90	3.56%
Professional Services	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Permitting & Inspections	2,480.00	2,580.00	2,758.10	74,600.00	74,600.00	71,841.90	3.70%
Special Revenue Expenditures							
Supplies	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Special Revenue Expenditures	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total General Government	133,949.83	55,998.73	129,735.96	847,549.00	847,549.00	717,813.04	15.31%
Public Safety							
Police Department							
Personnel & Benefits	141,871.71	58,328.84	112,280.71	870,078.00	870,078.00	757,797.29	12.90%
Supplies	4,302.68	3,287.09	3,879.02	32,000.00	32,000.00	28,120.98	12.12%
Maintenance & Repair	4,273.38	1,981.46	5,611.03	31,400.00	31,400.00	25,788.97	17.87%
Utilities	2,283.20	720.84	1,478.36	13,000.00	13,000.00	11,521.64	11.37%
Professional Services	4,153.28	1,997.10	25,734.14	146,028.00	146,028.00	120,293.86	17.62%
Other Services	14,661.35	0.00	12,928.93	14,600.00	14,600.00	1,671.07	88.55%
Capital Equipment	2,750.20	2,859.80	3,088.61	4,625.00	4,625.00	1,536.39	66.78%
Total Police Department	174,295.80	69,175.13	165,000.80	1,111,731.00	1,111,731.00	946,730.20	14.84%
Fire Department							
Personnel & Benefits	1,908.38	0.00	7,873.60	31,934.00	31,934.00	24,060.40	24.66%
Supplies	1,042.35	227.57	227.57	16,400.00	16,400.00	16,172.43	1.39%
Maintenance & Repair	162.38	155.00	2,053.00	21,100.00	21,100.00	19,047.00	9.73%
Utilities	492.33	436.40	513.06	5,100.00	5,100.00	4,586.94	10.06%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Professional Services	26,250.00	26,782.75	26,782.75	110,000.00	110,000.00	83,217.25	24.35%
Other Services	9,346.06	0.00	12,678.28	15,450.00	15,450.00	2,771.72	82.06%
Capital Equipment	32,712.17	0.00	32,722.67	64,712.00	64,712.00	31,989.33	50.57%
Total Fire Department	71,913.67	27,601.72	82,850.93	264,696.00	264,696.00	181,845.07	31.30%
Code Enforcement							
Personnel & Benefits	(254.00)	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Professional Services	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Other Services	736.00	0.00	0.00	800.00	800.00	800.00	0.00%
Total Code Enforcement	482.00	0.00	0.00	2,800.00	2,800.00	2,800.00	0.00%
Total Public Safety	246,691.47	96,776.85	247,851.73	1,379,227.00	1,379,227.00	1,131,375.27	17.97%
Public Works							
City Maintenance							
Personnel & Benefits	16,500.31	7,814.08	15,932.18	101,555.00	101,555.00	85,622.82	15.69%
Supplies	3,000.07	905.80	1,661.65	17,000.00	17,000.00	15,338.35	9.77%
Maintenance & Repair	5,066.99	5,423.96	6,177.61	43,500.00	43,500.00	37,322.39	14.20%
Utilities	2,403.97	2,457.07	2,488.41	35,900.00	35,900.00	33,411.59	6.93%
Other Services	2,526.67	0.00	2,621.36	6,300.00	6,300.00	3,678.64	41.61%
Capital Equipment	2,125.86	0.00	0.00	60,000.00	60,000.00	60,000.00	0.00%
Total City Maintenance	31,623.87	16,600.91	28,881.21	264,255.00	264,255.00	235,373.79	10.93%
Parks and Recreation							
Supplies	228.81	461.91	582.12	2,800.00	3,200.00	2,617.88	20.79%
Maintenance & Repair	9,804.69	732.38	1,974.86	25,000.00	23,000.00	21,025.14	7.90%
Utilities	151.18	145.24	145.24	2,700.00	2,000.00	1,854.76	5.38%
Other Services	5,502.03	0.00	2,343.78	16,300.00	12,450.00	10,106.22	14.38%
Total Parks and Recreation	15,686.71	1,339.53	5,046.00	46,800.00	40,650.00	35,604.00	10.78%
Emergency/Disaster							
Contract Labor	0.00	75,466.00	215,926.90	0.00	312,500.00	96,573.10	69.10%
Total Emergency/Disaster	0.00	75,466.00	215,926.90	0.00	312,500.00	96,573.10	0.00%
Miscellaneous	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00%
Development Agreements	0	0	0	7,000.00	7,000.00	7,000.00	0.00%
Total Expenditures	427,951.88	246,182.02	627,441.80	2,544,831.00	2,851,181.00	2,223,739.20	24.66%
Other Financing Sources and Uses							
Sources							
Transfers In	0.00	0.00	0.00	127,500.00	127,500.00	127,500.00	0.00%
Total Sources	0.00	0.00	0.00	127,500.00	127,500.00	127,500.00	0.00%
Uses							
Transfers Out	0.00	454,128.00	454,128.00	454,128.00	454,128.00	0.00	100.00%
Total Uses	0.00	454,128.00	454,128.00	454,128.00	454,128.00	0.00	100.00%
Total Other Financing Sources and Uses	0.00	(454,128.00)	(454,128.00)	(326,628.00)	(326,628.00)	127,500.00	139.04%
Total - 10 GENERAL FUND	(282,614.83)	(545,386.04)	(890,415.27)	210,804.00	(95,546.00)	(794,869.27)	-422.39%

City of Richwood Operational Budget Report 11/1/2021 - 11/30/2021							
30 Water & Sewer Enterprise Fund	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	Remaining Budget	% Earned/Used
Net Operating Income (Loss)							
Operating income							100% of year
Sewer Department	145,418.39	74,309.37	144,875.47	907,100.00	907,100.00	762,224.53	15.97%
Water Department	193,033.43	94,532.31	187,474.97	1,230,000.00	1,230,000.00	1,042,525.03	15.24%
Solid Waste Department	52,526.55	26,191.95	52,499.85	310,000.00	310,000.00	257,500.15	16.94%
Total Operating income	390,978.37	195,033.63	384,850.29	2,447,100.00	2,447,100.00	2,062,249.71	15.73%
Operating expense							
Sewer Department							
Personnel & Benefits	26,151.95	12,658.07	25,920.11	180,056.00	180,056.00	154,135.89	14.40%
Supplies	541.50	411.68	535.05	11,500.00	11,500.00	10,964.95	4.65%
Maintenance & Repair	5,648.81	9,717.89	10,225.39	59,950.00	59,950.00	49,724.61	17.06%
Utilities	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00%
Professional Services	57,323.05	84,168.75	94,899.15	574,580.00	574,580.00	479,680.85	16.52%
Other Services	4,258.86	0.00	3,936.79	5,100.00	5,100.00	1,163.21	77.19%
Total Sewer Department	93,924.17	106,956.39	135,516.49	856,186.00	856,186.00	720,669.51	15.83%
Water Department							
Personnel & Benefits	23,261.46	12,643.47	25,212.78	205,579.00	205,579.00	180,366.22	12.26%
Supplies	7,976.66	644.93	2,659.55	21,300.00	21,300.00	18,640.45	12.49%
Maintenance & Repair	21,367.43	4,851.83	8,591.47	78,010.00	78,010.00	69,418.53	11.01%
Utilities	5,317.01	4,176.77	5,473.61	84,500.00	84,500.00	79,026.39	6.48%
Professional Services	5,365.03	14,802.40	24,978.73	51,500.00	51,500.00	26,521.27	48.50%
Other Services	61,071.03	29,832.60	62,551.06	343,000.00	343,000.00	280,448.94	18.24%
Capital Equipment	601.54	300.77	601.54	3,610.00	3,610.00	3,008.46	16.66%
Total Water Department	124,960.16	67,252.77	130,068.74	787,499.00	787,499.00	657,430.26	16.52%
Solid Waste Department							
Professional Services	21,885.75	21,993.75	21,993.75	280,000.00	280,000.00	257,898.25	7.85%
Total Solid Waste Department	21,885.75	21,993.75	21,993.75	280,000.00	280,000.00	258,006.25	7.85%
Total Operating expense	240,770.08	196,202.91	287,578.98	1,923,685.00	1,923,685.00	1,636,106.02	14.95%
Total Net Operating Income (Loss)	150,208.29	(1,169.28)	97,271.31	523,415.00	523,415.00	426,143.69	18.58%
Non-Operating Items							
Non-operating income							
Interest income	36.47	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Grants	0.00	0.00	0.00	0.00	0.00	0.00	At Budget
Other income	901.73	14.11	(127.17)	0.00	0.00	127.17	not budgeted
Transfers In	80,000.00	0.00	10,000.00	10,000.00	10,000.00	0.00	At Budget
Total Non-operating income	80,938.20	14.11	9,872.83	11,000.00	11,000.00	1,127.17	89.75%
Non-operating expense							
Debt Service	0.00	0.00	0.00	336,949.00	336,949.00	336,949.00	0.00%
Transfers Out	56,000.00	0.00	56,000.00	56,000.00	56,000.00	0.00	At Budget
Total Non-operating expense	56,000.00	0.00	56,000.00	392,949.00	392,949.00	336,949.00	14.25%
Depreciation Expense	0.00	0.00	0.00	300,000.00	300,000.00	300,000.00	0.00%
Total Non-Operating Items	24,938.20	14.11	(46,127.17)	(381,949.00)	(681,949.00)	635,821.83	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	175,146.49	(1,155.17)	51,144.14	141,466.00	(158,534.00)	209,678.14	Ahead of Budget

ORDINANCE NO. 22-485

AN ORDINANCE ORDERING AN ELECTION TO BE HELD IN THE CITY OF RICHWOOD, ON SATURDAY, MAY 7, 2022, FOR THE PURPOSE OF ELECTING CERTAIN OFFICERS FOR THE CITY OF RICHWOOD; PROVIDING THAT ALL PERSONS DESIRING TO HAVE THEIR NAME PLACED ON THE OFFICIAL BALLOT AS A CANDIDATE FILE AN APPLICATION NOT LATER THAN FEBRUARY 18, 2022, PROVIDING THAT ALL DULY QUALIFIED RESIDENT ELECTORS SHALL BE QUALIFIED TO VOTE; APPROVING A JOINT ELECTION AGREEMENT WITH BRAZORIA COUNTY; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Richwood 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 Texas Local Government Code; and

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a uniform election date; and

WHEREAS, all of the City of Richwood and its voting precincts are located within Brazoria County only; and

WHEREAS, by this Ordinance, it is the intention of the City Council to adopt all requirements of an Election Order and Notice of Election in accordance with state law, and authorize a contract with Brazoria County for joint election services.

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

Section 1. That an election is hereby ordered and shall be held in and throughout the City of Richwood, Texas, on the 7th day of May, 2022, being the first Saturday in May, between the hours of 7 a.m. and 7 p.m.. Voting will be held at the Richwood City Hall, 1800 Brazosport Blvd., Richwood, Texas. Voting will also be conducted at all the Vote Centers in Brazoria County, Texas that are listed on Exhibit A.

Section 2. That early voting by personal appearance will begin on April 25, 2022 and end on May 3, 2022. Early voting locations are attached as Exhibit B.

Section 3. That the election is ordered for the purpose of electing the following officers for the City:

Council member Positions One, Four and Five

Section 4. That any person having the qualifications set out in Section 3.02 of the Charter of the City of Richwood for Mayor and Council member positions two and three may file an application to have his or her name placed on the official ballot as a candidate. Said application shall be accompanied by a loyalty affidavit of the candidate as prescribed by Section 141.031 of the Texas Election Code and said application shall be filed with the City Secretary as prescribed by Section 143.006 of the Texas Election Code not earlier than January 19, 2022 and not later than February 18, 2022.

Section 5. That said election shall be held in accordance with the Constitution and laws of the State of Texas and the Charter of the City of Richwood, and all duly qualified resident electors of the City of Richwood, Texas, shall be qualified to vote.

Section 6. JOINT ELECTION AGREEMENT APPROVED: The City Secretary is authorized to execute the Joint Election Agreement between Brazoria County and Richwood. In the event of a conflict between this Ordinance and the Contract, the Contract shall control.

Section 7. NOTICES: This Ordinance shall serve as the Order of Election (as required by Section 3.001 of the Texas Election Code).

Section 8. NECESSARY ACTIONS: The Mayor or the City Secretary of the City of Richwood, in consultation with the City Attorney as needed, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and the Contract in carrying out and conducting the election, whether or not expressly authorized herein.

Section 9. If any part or portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

Section 10. This ordinance shall be in full force and effective immediately after its passage.

PASSED AND APPROVED on this 10th day of January, 2022.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary

APPROVED AS TO FORM:

Matthew Allen, City Attorney

EXHIBIT A

EXHIBIT B

EARLY VOTING BRANCH POLLING PLACES
LOS SITIOS DE VOTACIÓN AUXILIARES PARA VOTACIÓN ADELANTADA

Early voting by personal appearance will be conducted at the following locations:
La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

- Angleton (Main)East Annex, 1524 E Mulberry
- AlvinAlvin Library, 105 S Gordon
- BrazoriaBrazoria Library, 620 S Brooks
- FreeportFreeport Library, 410 Brazosport Blvd
- Lake JacksonLake Jackson Library, 250 Circle Way
- ManvelNorth Annex, 7313 Corporate Dr
- Pearland EastTom Reid Library, 3522 Liberty Dr
- Pearland WestWestside Event Center, 2150 Countryplace Pkwy
- Shadow CreekPearland Westside Library, 2803 Business Center Dr #101
- SweenySweeny Community Center, 205 W Ashley Wilson Rd
- West ColumbiaPrecinct 4 Building 2, 121 N 10th St

DATES AND HOURS:

- April 19-23 8 AM – 5 PM
- April 24 7 AM – 7 PM
- April 26-27 7 AM – 7 PM



CITY REVIEW

DRAFT

Strand Associates, Inc.®

 1906 Niebuhr Street
 Brenham, TX 77833
 (P) 979.836.7937

Task Order No. 22-01
 City of Richwood, Texas (CITY)
 and Strand Associates, Inc.® (ENGINEER)
 Pursuant to Agreement for Technical Services dated June 12, 2018

Project Information

Services Name: Elevated Storage Tank-Preliminary Engineering Report

Services Description: Perform an evaluation of up to six options for a new elevated storage tank (EST) to be constructed in the CITY. Evaluation will include hydraulic modeling to review the size, location, and potential modifications to existing water storage infrastructure. Hydraulic modeling will also be used to evaluate how EST placement and elevation might affect static pressures and fire flow availability. Results of the evaluation will be documented in a Preliminary Engineering Report (PER).

Scope of Services

ENGINEER will provide the following services to CITY:

1. Attend a project kickoff meeting with CITY to review project objectives and schedules, and to request water distribution system information needed for the project.
2. Review CITY-provided water distribution system information, including the CITY's InfoWater system model, system demand data, pump curves, growth projections, and other pertinent material requested by ENGINEER.
3. Review Texas Commission on Environmental Quality's (TCEQ) water infrastructure capacity criteria related to CITY's existing water facilities. Consider current water service connections and CITY-provided growth projections to evaluate additional storage and elevated storage needs in accordance with TCEQ's capacity standards for, five-year, and ten-year growth projections.
4. Review up to three potential sites within city limits and up to two different elevations to construct an EST. Review is anticipated to include an elevation option where the EST is set to match current overflow elevations in the CITY's existing ESTs and an option to raise the EST to increase system static pressures by approximately ten pounds per square inch.
5. Prepare opinions of probable project cost (OPPC) for each alternative.
6. Summarize results in a draft PER and submit to CITY for review. Attend one review meeting with CITY.
7. Prepare final PER in accordance with CITY-provided comments, as appropriate, and CITY selected alternative; and submit final PER to CITY.
8. Attend one city council meeting with CITY to present the final PER and assist the CITY with addressing questions. Presentation is anticipated to include a review of CITY's existing water

TBPE No. F-8405
 TBPLS No. 10030000

MR:\m\B\BREDocuments\Agreements\R\Richwood, City of (TX)\On-Call Engineering Agreement.2018\TO\2022\4570.016.22-01.docx

CITY REVIEW

Strand Associates, Inc.®

City of Richwood
Task Order No. 22-01
Page 2
January 6, 2022

DRAFT

supply and distribution infrastructure, CITY-provided growth projections, TCEQ standards for total storage and elevated storage, considered alternatives with OPPCs, and CITY selected alternative.

Compensation

CITY shall compensate ENGINEER for Services under this Task Order on an hourly rate basis a not-to-exceed fee of \$30,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of January 17, 2022. Services are scheduled for completion on May 31, 2022.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

CITY:

STRAND ASSOCIATES, INC.®

CITY OF RICHWOOD

DRAFT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Eric Hoerster
City Manager

Date



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: PRELIMINARY ENGINEERING (ELEVATED WATER STORAGE)

SUMMARY:

Planning and engineering for water system infrastructure upgrades takes considerable amounts of time. Staff wishes to begin the planning process immediately for additional elevated water storage capacity in the City of Richwood.

BACKGROUND INFORMATION:

Public Water systems in the State of Texas are held responsible for maintaining compliance with five (5) separate criteria set by the TCEQ.

1. Water Distribution Pressure
2. Total Water Storage
3. Elevated Water Storage
4. High Service Pump Capacity
5. Water Production

Richwood is currently out of compliance with items 1, 4, and 5. The addition of the North Water Plant will bring the city back into compliance with these items. An additional item noted in Freese and Nichols 2017 Capital Improvements Project Study was the need for additional elevated storage capacity. Based on calculations from staff, at the time of development of all properties currently developed or being developed in Richwood, Richwood's connection count will represent a demand of 85% of Richwood's capacity to serve its customers with regards to elevated storage capacity.

The 85th percentile of a Public Water System's capacity to serve is the maximum demand allowable by TCEQ before planning must begin for infrastructure upgrades to ensure continued compliance by the Public Water System. Based on staff's knowledge of Richwood's potential future connection count, it is felt that preliminary engineering is the first logical step in planning for increased elevated storage infrastructure. Preliminary engineering will provide much needed answers for questions such as:

1. How much additional elevated storage capacity is necessary to accommodate Richwood's growing population into the future?
2. What location will serve best for additional elevated storage considering Richwood's water system distribution's geographical layout?
3. Will increased static pressures (higher elevated towers) be required to effectively serve Richwood's utility customers within the distribution's geographical layout

FISCAL IMPACT:

This engineering initiative will cost and estimated \$30,000.00. The initiative will be funded utilizing revenue generated from impact fees. A new elevated tower project is 100% eligible for funding from impact fee revenue as it is a project to accommodate growing populations and demand within Richwood's water system.

RECOMMENDATION:

I recommend that Council make a motion to approve Strand Associates Task Order in an amount not to exceed \$30,000.00 to perform preliminary engineering for additional elevated storage capacity for the City of Richwood



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: MATULA AND MATULA CHANGE ORDER #3

SUMMARY:

It was unknown that houses on the north side of Moore St. between Audubon Woods 2 and the intersection of Oyster Creek Drive and Moore St. possessed concrete driveways poured to a depth of 8-inches.

BACKGROUND INFORMATION:

A 6-inch depth is a common depth found for residential concrete driveways. Upon design of Richwood's Street Project, Strand Associated specified 6-inch driveways to be put back in place of concrete driveway sections requiring removal to accommodate new streets.

During demolition of the north lane of Moore St. it was realized that houses that were built as a part of the Creek Bend development had driveways that were originally poured to a depth of 8-inches. Upon learning this fact, I understood that reinstalling the driveways to a depth of 8-inches would result in inflated costs for the project. After visually confirming the driveway depths of houses on the north side of Moore, I instructed Mike Murphy of Matula and Matula to check depths of concrete driveways on the south side of the street to get a comprehensive overview of all driveways that exceeded the 6-inch depth. Driveways on the south side of the street were a mix of 6 and 7-inch depths.

With regards to "retuning resident's property to its original condition", I instructed Mike Murphy of Matula and Matula to pour the driveways back to their original depths.

ISSUE:

Increased demolition time, additional concrete, and larger form boards are all factors that increased costs to pour driveways to their original 8-inch depths instead of 6-inch. Based on past discussions with Council and my perception of Council's concern for resident's properties, a decision was made to return residents driveways to their original depths. I felt this to be the most responsible decision with respect to leaving resident's properties in as good of condition if not better once the street project was complete.

FISCAL IMPACT:

The net change order value is \$2,605.80

RECOMMENDATION:

I recommend that Council make a motion to approve Matula and Matula Change Order #3 in the amount of \$2,605.80.



January 5, 2022

CHANGE ORDER NO. 3

PROJECT: 2021 Street Improvements
OWNER: City of Richwood, Texas
CONTRACT: 1-2021
CONTRACTOR: Matula & Matula Construction, Inc.

Description of Change

3a	Reduce Bid Item No. 4 "Remove Existing Concrete Driveway" by 774 square feet (SF) from 7,260 SF to 6,486 SF at the bid price rate of \$1.20 per SF.	(DEDUCT)	(\$928.80)
3b	Reduce Bid Item No. 17 "Reinforced Concrete Driveway, 6-IN" by 86 SY from 1,040 SY to 954 SY at the bid price rate of \$79.90 per SY.	(DEDUCT)	(\$6,871.40)
3c	Remove and replace 86 SY of 8-inch reinforced concrete driveway at a rate of \$121.00 per SY.	ADD	\$10,406.00
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$2,605.80

Contract Price Adjustment

Original Contract Price	\$1,440,503.60
Previous Change Order Adjustments	\$31,406.10
Adjustment in Contract Price this Change Order	\$2,605.80
Current Contract Price including this Change Order	\$1,474,515.50

Contract Final Completion Date Adjustment

Original Contract Substantial Completion Date	January 15, 2022
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	January 15, 2022

City of Richwood, Texas–Matula & Matula Construction, Inc.
Contract 1-2021, Change Order No. 3
Page 2
January 5, 2022

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

DRAFT

ENGINEER–Strand Associates, Inc.®

Date

APPROVED

DRAFT

CONTRACTOR–Matula & Matula Construction, Inc.

Date

APPROVED

DRAFT

OWNER–City of Richwood, Texas

Date

**INTERLOCAL AGREEMENT
FOR ANIMAL SERVICES BETWEEN
CITY OF ANGLETON, TEXAS
&
CITY OF RICHWOOD, TEXAS**

THIS AGREEMENT is made and entered into by and between the City of Angleton Texas, hereinafter referred to as "Angleton", and the City of Richwood, Texas, hereinafter referred to as "Richwood", and in this regard, the parties hereto mutually agree, and state as follows:

I. Recitals

WHEREAS, Angleton and Richwood are both Home Rule Municipalities in Brazoria County, Texas and enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. Angleton and Richwood wish to enter into an agreement for the City of Angleton to provide animal shelter services and field animal control services within the city limits of Richwood.

WHEREAS both Cities represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Angleton operates Animal Control Services in its police department support services division, and has a municipal animal shelter and the police department manpower to provide animal control services and the manpower necessary to manage and run a municipal animal shelter for the purpose of reducing general animal control problems, including but not limited to protecting its citizens from the dangers and problems associated with free roaming animals, and Richwood has a need for such Animal Control Services and is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement; and

WHEREAS, both Angleton and Richwood find it mutually desirable to enter into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

II. Definitions

- A. Animal: As used in this agreement, "animal" shall mean domesticated dogs and cats.
- B. Animal Control Services: "Animal Control Services" shall mean the services provided by the City in response to an Animal Call necessary to effectively carry out an animal control program for Richwood. Animal Control Services shall include: the humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals and

the humane transportation of captured animals to the Animal Shelter; response to calls regarding wild animals that have entered a person's residence; response to calls regarding animal bites and scratches, including the initial investigation of such incidents; and the capture of a biting animal for state-mandated rabies quarantine observation by the Local Rabies Control Authority. Animal Control Services do not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals. The City shall not be responsible for conducting cruelty investigations, or any enforcement of Richwood's animal ordinance. Animal Control Services shall include animal rescue, and efforts to place animals in adoptive care through a pet adoption program.

- C. Animal Shelter: "Animal Shelter" shall mean the facility known as the Angleton Animal Services Animal Shelter, currently located at 535 S. Anderson in Angleton, Brazoria County, Texas that keeps or legally impounds stray, homeless, abandoned, or unwanted animals, and has a pet adoption program.
- D. City: "City" shall mean the City of Angleton, Brazoria County, Texas, with its offices located at 121 S. Velasco, Angleton, Brazoria County, Texas, 77515.
- E. Client: "Client" shall mean the City of Richwood, Brazoria County, Texas Department with its offices located at 1800 Brazosport Blvd., Richwood, Brazoria County, Texas.
- F. Animal Call: "Animal Call" shall means calls made by the Client or Richwood residents to the City's Police Department dispatch to request Animal Control Services.
- G. Animal Services Officer: "Animal Services Officer: shall mean an officer of the Angleton Police Department Support Services Division, as defined in the City of Angleton Code of Ordinances, Chapter 4 Animals, as amended.
- H. Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

III. City's Obligations

City agrees to provide Animal Control Services to Client for all Animal Calls occurring in areas located within the corporate city limits of Richwood, Texas, as reflected on the current city limits map as of the date of this agreement.

City will dispatch an Animal Services Officer in response to an Animal Call, and City agrees to transport all captured animals to the Animal Shelter, provided however, that wild animals may be released back into their natural habitat.

IV. Client's Obligations

Client shall fully cooperate with City in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including rabies Vaccination Certificates maintained by

any department of the Client; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or scratch; and the name and address of any person believed to own an animal which the Client or a resident has called the City to capture or remove.

Client agrees to furnish information to City in a timely and expeditious manner.

Client agrees to assist with the apprehension of any animal in appropriate situations and if necessary dispatch a Richwood law enforcement officer to assist.

Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of State Statutes, at the sole discretion of the Client.

Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter as set forth in this agreement; and for any product or service provided by any person other than the City.

V. Consideration

a. In consideration for the City's performance of the duties listed herein, the Client will Pay the City a set amount per annum. The Client shall pay the City for the services as delineated in this contract in the following manner: Client agrees to pay city Fifteen Thousand and 00/100 Dollars per year in a lump sum payment on or before October 10th. Initial payment will be paid on or before October 10, 2020.

b. Upon renewal as provided in Article VIII herein, the amount paid in each year following the first will be no less than Fifteen Thousand and 00/100 Dollars (\$15,000.00), to cover the Client's portion of the cost of animal services. However, in the event that the City determines prior to renewal of this Agreement that the amount of Fifteen Thousand and 00/100 Dollars is insufficient to cover said costs, the City and Client will meet no later than April 1st, to determine the appropriate amount of consideration. The City shall provide to the Client a line-item presentation, by program, of the operating budget proposed by the City for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

VI. Reports

City shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of each fiscal year, currently being September 30th. City shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. City shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, City may invoice for the cost of preparation of such reports.

VII. Default

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the City shall give Client written notice of default with an opportunity to cure such default within ten (10) days. If Client fails to cure such default during the 10-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control.

VIII. Termination and Renewal

Both Richwood, and Angleton mutually agree that the terms and provisions of this agreement will commence on the 1st day of October 2020 and shall continue in full force and effect until September 30, 2021. The Agreement will be renewed annually only upon full review of the Services provided herein and upon written approval by both parties. The Agreement may be terminated by either party with a thirty (30) day written notice exercising their right to cancel this agreement as hereinafter provided. All costs and liabilities incurred by the City, if any, on behalf of the Client prior to the termination shall be the responsibility of the Client.

The City shall be responsible for the Animal Control Services contemplated under this Agreement. The City shall supply all materials, equipment, tools, transportation, and labor required for, or reasonably incidental to, the performance of Animal Control Services. The City shall have ultimate control over the execution of the work under this Agreement. The City shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees.

IX. General Provisions

- a. This agreement shall be subject to all present and future valid laws, orders, rules and regulations of the State of Texas and any other regulatory body thereof having jurisdiction and shall be construed under the laws of the State of Texas.
- b. Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation, or annexation of one political subdivision by another
- c. Severability Clause: The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- d. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- e. This Agreement represents the entire agreement of the parties and supersedes any verbal or

written representations of, to or by the parties to each other.

- f. Notices to either party shall be sufficient if sent in writing, postage pre-paid, registered, or certified mail to the City Manager of the party at the address herein.
- g. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

Attest:

Frances Aguilar, City Secretary

-Additional Signatures to Follow on Next Page-

CITY OF RICHWOOD, TEXAS

By: _____
Steve Boykin, Mayor

Date: _____

Attest:

Kirsten Garcia, City Secretary



AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: FY 22 Animal Services agreement

SUMMARY:

FY 22 Animal Services agreement renewal with the City of Angleton. There is no change in cost for this renewal. The expenditure for this item is 15,000 (no change).

BACKGROUND INFORMATION:

This agreement will continue our Animal Services agreement with the City of Angleton for FY22

FISCAL IMPACT: 15,000 (no change)

RECOMMENDATION: Approve the agreement with the City of Angleton for Animal Services