

City of Richwood — TEXAS —

CITY COUNCIL MEETING AGENDA

Monday, July 08, 2024 at 6:30 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, July 8, 2024, beginning at 6:30 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

- I. CALL TO ORDER
- II. ROLL CALL OF COUNCIL MEMBERS
- III. PUBLIC COMMENTS
- IV. EMPLOYEE SERVICE AWARDS
 - [A.](#) Steve Cook, Public Works - 10 Years
- V. CONSENT AGENDA
 - [A.](#) Approval of minutes from special meeting held June 17, 2024.
- VI. DISCUSSION AND ACTION ITEMS
 - [A.](#) Discuss and consider adopting Resolution No. 24-R-87, setting a public hearing to consider amendments to land use assumptions, capital improvement plans, and impact fees on new development for water and wastewater improvements.
 - [B.](#) Discuss and consider approving licensing agreement for a median located at Business 288 and Creekwood Landing Dr.
 - C. Discussion regarding Fiscal Year 2025 budget and utility rates.
 - D. Consider items removed from consent agenda
- VII. CAPITAL IMPROVEMENT PROJECTS UPDATE
- VIII. CITY MANAGER'S REPORT
- IX. COUNCIL MEMBER COMMENTS & REPORTS
- X. MAYOR'S REPORT
- XI. ITEMS OF COMMUNITY INTEREST
- 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 July 5, 2024 at 12:00 PM 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

Service Award

This certificate is awarded to

Steve Cook

In appreciation of **10 years** of dedicated service
to the **City of Richwood.**

Michael Durham
Mayor

Eric Foerster
City Manager

Issued July 08, 2024

MINUTES

RICHWOOD CITY COUNCIL BUDGET WORKSHOP MEETING

Monday, June 17, 2024 at 6:20 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, June 17, 2024, beginning at 6:20 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 7:00 p.m.

II. ROLL CALL OF COUNCIL MEMBERS

Michael Durham, Mayor:	Present
Paul Stallberg, Position 1:	Present
Mike Challenger, Position 2:	Present
Amanda Reynolds, Position 3:	Present
William Yearsin, Position 4:	Present
Jeremy Fountain, Position 5:	Present
Dena Pate, Community Representative	Present

Others present: Eric Foerster, City Manager; Kirsten Garcia, City Secretary; Tricia Ditto, Finance Director; Police Chief Stephen Mayer.

III. PUBLIC COMMENTS

Debbie Kissinger - 136 Sycamore - spoke regarding driving conditions on her street. Requests the city look into changing the signage.

IV. CONSENT AGENDA

- A. Budget Report, May 2024
- B. Approval of minutes from regular meeting held May 13, 2024.
- C. Approval of minutes from regular meeting held June 10, 2024.

Motion to approve consent agenda.

Motion made by Amanda Reynolds, Seconded by Jeremy Fountain.

Voting Yea: Paul Stallberg, Mike Challenger, Amanda Reynolds, William Yearsin, Jeremy Fountain

Motion carried.

V. FY 2025 BUDGET WORKSHOP

- A. Presentation and discussion of FY 2025 proposed budget.

Recessed at 7:06 p.m.

Reconvened at 7:16 p.m.

Eric Foerster, City Manager and Tricia Ditto, Finance Director, presented the budget preparations.

VI. CITY MANAGER'S REPORT

Mr. Foerster reported that the medians have begun to be mowed by TXDOT.

He also reported updates regarding the weather.

VII. COUNCIL MEMBER COMMENTS & REPORTS

Paul Stallberg spoke regarding the weather. Requested everyone be safe and to let him know if anyone needs help preparing.

Mike Challenger expressed thanks for the presentation and followed up on Eric's presentation regarding the current economy.

Amanda Reynolds added to what Councilman Stallberg spoke about, adding to not to forget to prepare for your pets.

William Yearsin expressed appreciation to the staff for a great budget presentation.

Jeremy Fountain reiterated Councilman Yearsin's sentiments, also expressed thanks to staff.

VIII. MAYOR'S REPORT

Mayor Durham thanked Lauren LaCount for her input during the meeting and also thanked the council and department heads

He added for everyone to just be prepared for the weather.

IX. FUTURE AGENDA ITEMS

Kirsten Garcia reminded everyone of the upcoming meetings.

X. ADJOURNMENT

Being there no further business, the meeting was adjourned at 9:19 p.m.

These minutes were read and approved on the 8th day of July 2024.

Mayor

ATTEST:

City Secretary

RESOLUTION 24-R-87

A resolution to establish a public hearing date to consider amending land use assumptions, capital improvement plans, and impact fees on new development for water and wastewater improvements in accordance with Texas Local Government Code Chapter 395.

WHEREAS, the City is considering amending its land use assumptions, capital improvement plans, and impact fees on new development in order to generate revenue for the funding of water and wastewater capital improvements or facility expansions necessitated by and attributable to the new development.

WHEREAS, to fulfill the requirements listed under the Texas Local Government Code Section 395.054, a public hearing shall be held to consider amendments to land use assumptions, capital improvement plans, and impact fees on new development within the corporate limits of the City of Richwood.

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

That the council will consider and approve a proposed date of August 12, 2024, for a public hearing to consider amendments to land use assumptions, capital improvement plans, and impact fees on new development within the corporate limits of the City of Richwood.

That the Mayor is hereby authorized to execute any and all documentation necessary to implement this Resolution.

PASSED AND ADOPTED, this 8th day of July, 2024.

APPROVED:

Michael Durham, Mayor

ATTEST:

Kirsten Garcia, City Secretary



June 13, 2024

City of Richwood
Attn: Eric Foerster, City Manager
1800 North Brazosport Blvd.
Richwood, Texas 77531

Re: Licensee Intent of Renewal of License Agreement for Sign - Richwood Landing Apartments, LLC

Mr. Foerster,

I am writing to officially express our intent to renew the License Agreement for Sign, as outlined in our current contract.

We would like to renew the agreement for the two additional five (5) year terms specified in the contract.

We have found the partnership beneficial, and we look forward to continuing our collaboration. If there are any necessary procedures or paperwork for the renewal process, please guide us accordingly.

Thank you for your attention to this matter and we appreciate the ongoing positive relationship.

Best regards,

PAM WILLIAMS

Vice President / Operations

972.448.5801 direct

512.656.4158 mobile

pam.williams@trivestres.com

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

LICENSE AGREEMENT FOR SIGN

General Summary of Terms

Effective Date: September 8, 2014
Landowner: City of Richwood, Texas, a Texas home rule municipality
Licensee: Richwood Landing Apartments, LLC
Parties: The Landowner, the Licensee, and their respective successors in interest or sometimes collectively referred to herein as the “Parties”.

Licensed Premises:

The real property made the basis of this agreement is described as follows: The contiguous area of land located in the Landowner’s right of way at the junction of Creekwood Landing Drive and N. Brazosport Boulevard (Business 288) in Richwood, TX and more specifically as described in Exhibit “A” attached hereto.

Consideration:

Ten Dollars (\$10.00) and other good and valuable consideration.

Purpose:

The purpose of this license agreement is to provide Licensee permission to construct and install the sign, which is described in Exhibit “B” attached hereto, on real property owned by Landowner (the “Sign”).

Term:

The license for the sign made the basis of this agreement shall be for an initial term of ten (10) years and shall renewable for two additional five (5) years terms at the election of Licensee. Thereafter, this License Agreement may be revoked by a party providing written notice to the other party.

The Agreement

In consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, each of the Parties do hereby grant to the other the

License set forth below with respect to the Sign upon the following terms and conditions:

1. **Grant of License:** Landowner hereby gives Licensee the exclusive permission to use the Licensed Premises for purposes of installing the Sign during the Term.
2. **Maintenance of Sign:** Licensee will maintain the Sign in good repair and in accordance with all laws, including Landowner's ordinances, and permitting approved by Landowner. In the event Licensee fails to maintain the Sign in good repair, Landowner shall provide Licensee written notice of such failure and twenty (20) days to cure. In the event the repairs and/or maintenance is not completed, Landowner may elect to terminate this license with written notice to Licensee.
3. **Reservations by Landowner:** Landowner reserves the following rights with respect to the Licensed Premises: The right to use the Licensed Premises for all purposes to the extent they are not unreasonably interfere with Licensee's rights hereunder; and the right for the Landowner or its authorized representatives, at any reasonable time, to enter on the Licensed Premises for the purposes of general upkeep of the surrounding property and as necessary for repairs or maintenance of underground pipelines and utilities.
4. **Condition of Licensed Premises:** Licensee acknowledges that it has independently and personally examined and inspected the Licensed Premises and that it has entered into this agreement based upon such examination and inspection. Licensee accepts the Licensed Premises in their present condition, **AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED.**
5. **Right of Relocation:** Licensee agrees that, within sixty (60) days receipt of written notice from Landowner, Licensee will, at its sole cost and expense, effect such necessary changes in the location of the Sign as Landowner may reasonably request. Subsequent to any relocation, Landowner will grant Licensee the first right to relocate, at its sole cost and expense, back to the original Licensed Premises continuing with the terms outlined in this agreement. Also, subsequent to any relocation, Landowner may not grant a lease or allow similar usage to another party for signage on the Licensed Premises.
6. **Indemnification:** **TO THE FULLEST EXTENT PERMITTED BY LAW AND REGARDLESS OF ANY DEGREE OF FAULT, OMISSION OR NEGLIGENCE, OR NEGLIGENCE PER SE OF THE LANDOWNER OR ITS EMPLOYEES, COUNCIL MEMBERS, OR AGENTS (HEREAFTER "INDEMNIFIED PARTIES"), LICENSEE HEREBY ASSUMES ALL LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS), PENALTIES, AND/OR INJUNCTIVE OBLIGATIONS, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES,**

ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, AND/OR ANY VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERNMENTAL ENTITY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE CONSTRUCTION, OPERATION, MAINTENANCE (AND FAILURE TO MAINTAIN), REPAIR (AND FAILURE TO REPAIR), REPLACEMENT, REMOVAL AND USE OF THE SIGN AND/OR ANY RELATED EQUIPMENT AND APPURTENANCES, OR THE RIGHTS GRANTED HEREIN.

7. **Removal of Sign Upon Termination of License:** Within thirty (30) days of termination of this license for any reason, Licensee shall, at Licensee's sole risk, cost and expense, remove the Sign from the Licensed Premises and restore the Licensed Premises as close as possible to their original condition. Should Licensee fail to timely remove the Sign, the Landowner, without any obligation to do so, may commence to remove the Sign and seek reimbursement of the costs associated therewith from Licensee, which shall be payable by Licensee on demand.
8. **Remedies on Default:** Should Licensee become in default of this agreement or be found in violation of any ordinance of Landowner or any other law, Landowner may revoke this agreement and the license after written notice to Licensee and twenty (20) days to cure.
9. **Texas Law to Apply:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
10. **Prior Agreements Superseded:** This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. The parties specifically disclaim reliance on any prior representations or discussions in entering into this agreement.
11. **Attorney's Fees:** Should Landowner have to bring any action for the enforcement of this agreement and prevail, Landowner will be entitled to recover reasonable attorney's fees from Licensee.
12. **Notice:** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received no later than the third (3rd) day following deposit of such notice, postage prepaid, certified mail, in an official depository of the United States Postal Service, addressed as follows:

Landowner:

City of Richwood
Attn: Glenn Patton, City Manager
1800 North Brazosport Blvd,
Richwood, TX 77531

Licensee:

Richwood Landing Apartment, LLC
Attn: David McCulloch, Managing Member
17688 Upper Cherry Lane
Lake Oswego, OR 97034
503.519.2743
Mdavid84@comcast.net

- 13. **Time of Essence:** Time is of the essence in this agreement.
- 14. **Assignment:** This agreement shall not be assignable by Licensee unless consented to in writing by Landowner. Such consent will not be unreasonably withheld.

LANDOWNER:
City of Richwood

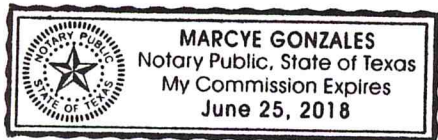

By: Clint Kocurek, Mayor

LICENSEE:
Richwood Landing Apartment, LLC

By: 
Printed Name: David McCulloch
Title: Managing Member

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

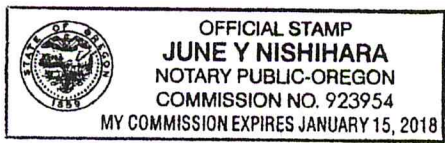
This instrument was acknowledged before me on the 17th day of September, 2014, by Clint Kocurek in his capacity as Mayor of the City of Richwood.



Marcye Gonzales
Notary Public, State of Texas

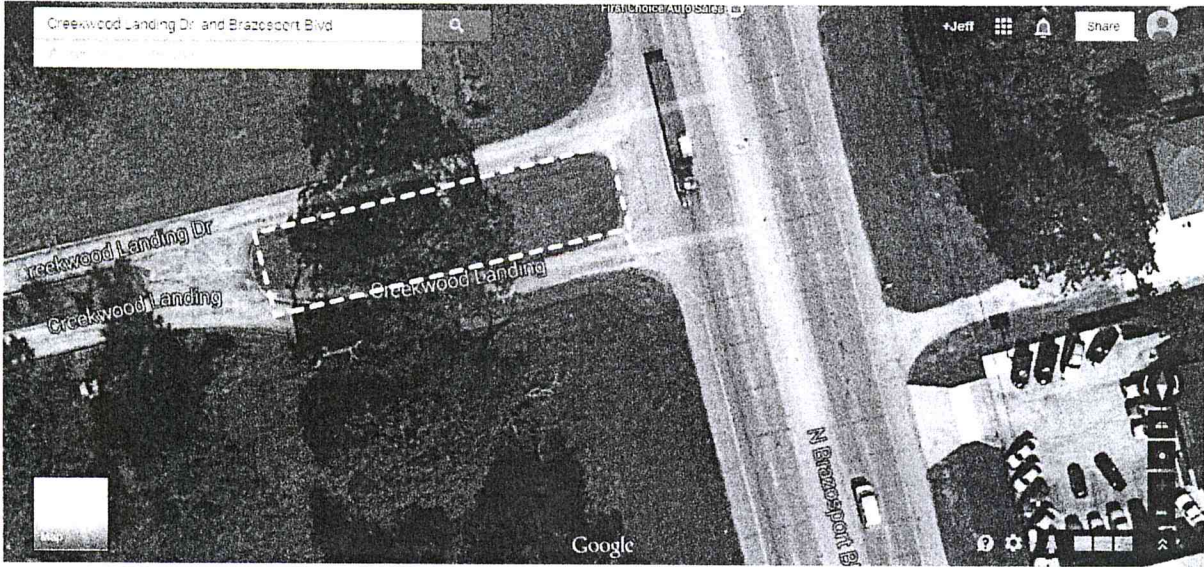
THE STATE OF Oregon §
COUNTY OF Clackamas §

This instrument was acknowledged before me on the 09 day of September, 2014, by the Licensee, David McCulloch.



[Signature]
Notary Public

LICENSE AGREEMENT FOR SIGN - EXHIBIT A



The Licensed Premises is outlined by the dotted lines.

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: LICENSE AGREEMENT FOR SIGNAGE ON MEDIAN

SUMMARY: The city received notice that a management company was requesting to renew an agreement with the city for a sign located at 288B and Creekwood Landing. This agreement was from 2014 and was for 10 years, renewable at the licensee's request for 2 additional five-year terms. We are now at the renewal timeframe.

BACKGROUND INFORMATION: One issue with the request is that the original License Agreement was with Richwood Landing Apartments, LLC. This LLC no longer exists, and the apartments are now owned by Fifeshire Landing LP. The second issue is that we have been approached by another apartment complex on Creekwood Landing with a request to put their sign out there as well. As of now there has been an exclusive agreement with one property where they were the only ones allowed on the median. The current agreement may unfairly give benefit to one complex over the other by granting exclusive use of this median.

ISSUE: A new agreement will need to be drafted since the original agreement was with an LLC that no longer exists. When examining this current agreement, it appears that now would be a good time for the city to write in an "out" to terminate any further agreement through some type of cessation or termination of the agreement by written notice. This will allow the city to take back the property for any reason during the term of the agreement upon written notice to the Licensee. It would also be a good time to allow others to utilize the property for signage as well. This can be done through some type of cost sharing agreement since there have been some improvements to the median by the current Licensee.

FISCAL IMPACT: None at this time

RECOMMENDATION: Authorize the City Manager to work with legal counsel to draft a new agreement and present the agreement to the Licensee for consideration.