



CITY COUNCIL MEETING AGENDA

Monday, December 13, 2021 at 6:15 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

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
- II. ROLL CALL OF COUNCIL MEMBERS
- III. PUBLIC COMMENTS
- IV. EMPLOYEE SERVICE AWARD
 - A. Marcus Moreno, Public Works - 5 Years of Service
- V. PROCLAMATION
 - A. Trooper Josh Strawn Day, December 14, 2021
- VI. CONSENT AGENDA
 - A. Approve minutes from regular meeting held November 8, 2021.
 - B. Approve October 2021 budget report.
- VII. PUBLIC HEARING
 - A. Public hearing to discuss changing the name of College Boulevard to Dr. Millicent M. Valek Boulevard.
- VIII. DISCUSSION AND ACTION ITEMS
 - A. Discuss and consider approving resolution changing the name of College Boulevard to Dr. Millicent M. Valek Boulevard.
 - B. Discuss and consider approving Matula and Matula Construction Change Order #2 in the amount of \$10,103.80
 - 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.
 - 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
 - E. Discuss and consider authorizing the City Manager to execute a contractual agreement with the City of Clute for Emergency Medical Services.
 - 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.
- IX. CAPITAL IMPROVEMENT PROJECTS UPDATE
- X. CITY MANAGER'S REPORT
- XI. COUNCIL MEMBER COMMENTS & REPORTS

XII. MAYOR'S REPORT

XIII. FUTURE AGENDA ITEMS

XIV. 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 Month DD, 20YY at HH:MM 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

Marcus Moreno

In appreciation of **5 years** of dedicated service

to the **City of Richwood.**

Steve Boykin
Mayor

Issued December 13, 2021

Eric Foerster
City Manager

Proclamation

I, Steve Boykin, by virtue of the authority vested in me as Mayor of the City of Richwood, Texas, do hereby proclaim in honor of Trooper Josh Strawn.

December 14, 2021 **“Trooper Josh Strawn Day”**

in the City of Richwood and urge each and every citizen to honor Trooper Strawn for his dedicated service to the State of Texas.

WHEREAS; Trooper Strawn is a 16-year veteran of the Texas Department of Public Safety stationed in Lake Jackson, Assistant Team Leader to the Region 2 Special Response Team and a Richwood Resident who is active in our community

WHEREAS; Trooper Strawn was wounded by gunfire during an 8-hour standoff while assisting Burleson County Sheriff’s Office; and

WHEREAS; Trooper Strawn received the Texas Department of Public Safety Purple Heart for his courageous service and personal sacrifice, embodying the Texas DPS motto of “courtesy, service, protection”.

WHEREAS; it is the privilege of the City Council of Richwood to honor Trooper Strawn; and

Now Therefore, We the Mayor and the City Council of the City of Richwood, do hereby proclaim December 14, 2021, as “**Trooper Josh Strawn Day**” in the City of Richwood, Texas.

In Testimony whereof, witness my hand and the seal of the City of Richwood, this 13th day of December, A.D. 2021.

Steve Boykin, Mayor
City of Richwood

MINUTES

RICHWOOD CITY COUNCIL MEETING

Monday, November 08, 2021 at 6:00 PM

BE IT KNOWN THAT a City of Richwood City Council was held Monday, November 08, 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 6:00 p.m.

II. INVOCATION

Patricia Ditto, Finance Director, led the invocation.

III. PLEDGES OF ALLEGIANCE

Mayor Boykin led the pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

Steve Boykin, Mayor:	Present
Mike Johnson, Position 1:	Present
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; Stephen Mayer, Police Chief; Phillip Knop, City Attorney.

V. PUBLIC COMMENTS

There was no public comment.

VI. CONSENT AGENDA

A. Approval of minutes from regular meeting held, October 11, 2021.

B. Approve resolution 21-R-60 amending the FY 21-22 budget previously approved for FY 20-21.

Motion to approve consent agenda.

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

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

VII. DISCUSSION AND ACTION ITEMS

A. Discussion regarding possible drainage projects, presented by Strand Associates.

Jared Engelke with Strand Associates presented drainage project information.

Discussion held on grading of the ditch and difference between east and west side of the ditch.

B. Discuss and consider approving Matula and Matula change order #3 in an amount not to exceed \$8,641.54.

Clif Custer presented.

Discussion held on geo-technical specification and quality of work with the change order.

Discussion held on other roads already completed and why the change now.

Discussion held on other routes available to residents during this time.

Discussion held on costs change.

Discussion held on engineering recommendations.

Discussion held on timing of construction.

Discussion held on current budget status and funding sources.

No action taken.

- C. Discuss and consider options regarding bid award for contract 6-2020 for the North Water Plant Booster Pump Station.

Clif Custer presented.

Discussion held on current bid and materials specified.

Ryan Tinsley presented information on possible future deductive change orders.

Discussion held on original cost estimate and the delta in the bid submitted.

Discussion held on original budget for the project and ability to cover the costs.

Motion to award bid contract award for contract 6-2020 for the North Water Plant Booster Pump Station to W.W. Peyton not to exceed \$1.9.

Motion made by Mark Brown II, Seconded by Mike Johnson.

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

- D. Discuss, consider, and select an engineering service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of Treasury, other federal or state agency.

Discussion held on costs.

Motion to award Strand Associates as engineering service provider to complete project implementation for the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of Treasury, other federal or state agency.

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

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

- E. Discuss and consider awarding 2021 CDBG Walnut Drive Water Main Replacement, HUD#B-20-UC-48-0005, CFDA#14.218, Contract 4-2021 to Scohil Construction Services, LLC.

Clif Custer presented.

Motion to award 2021 CDBG Walnut Drive Water Main Replacement, HUD#B-20-UC-48-0005, CFDA#14.218, Contract 4-2021 to Scohil Construction Services, LLC.

Motion made by Mark Brown II, Seconded by Mike Johnson.

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

- F. Discuss and consider adoption of ordinance #21-482, amending Chapter 3, Article I, Section 3-9 of the Code of Ordinances.

Kirsten presented.

Discussion held on removing ordinary sensitivity.

Motion #21-482, amending Chapter 3, Article I, Section 3-9 of the Code of Ordinances with discussed amendment.

Motion made by Mike Johnson, Seconded by Matthew Yarborough.

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

- G. Discuss and consider authorizing the City Manager to execute updated contract with BBG Consulting.
Eric presented.

Motion to authorize the City Manager to execute updated contract with BBG Consulting.

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

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

- H. Discuss and consider adoption of ordinance #21-483, amending Appendix C - Fee Schedule of the Code of Ordinances.

Kirsten presented.

Motion to adopt ordinance #21-483, amending Appendix C - Fee Schedule of the Code of Ordinances.

Motion made by Mike Johnson, Seconded by Mark Brown II.

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

- I. Discuss and consider pursuing grant funding for flood mitigation.

Discussion held on funding possibilities.

No action taken.

VIII. EXECUTIVE SESSION

Pursuant to Chapter 551.0745, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee:

1. City Manager

Council recessed into excessive session 7:25 p.m.

IX. ACTION AS A RESULT OF EXECUTIVE SESSION

Pursuant to Chapter 551.0745, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee:

Council reconvened at 8:21 p.m.

1. City Manager

Motion to engage in 3 year agreement with Eric Foerster with the following amended terms:

Residency. Mr. Foerster requests the provision that the manager “must establish a permanent residence in the City by the end of the six (6) month period following entry into this Agreement” be struck, in its entirety. However, Mr. Foerster agrees to maintain residency as per City Policy (within a 30-minute response time) within 6 months of the contract date, or as agreed to by Council. Furthermore, Mr. Foerster is not seeking relocation assistance.

Salary. Mr. Foerster is requesting his salary increase from \$90,000.00 to \$115,000.00.

Term. Mr. Foerster is requesting a three (3) year extension.

Evaluations. Mr. Foerster is seeking to strike both quarterly and six-month evaluations. Instead, Mr. Foerster is seeking an annual evaluation process wherein council shall reserve the right to conduct an evaluation of Mr. Foerster on a more frequent basis if desired.

Severance/buyout. Mr. Foerster is seeking a severance amount for unilateral severance as follows: (i) 80% of his base pay for the first year; (ii) 70% of his base pay for the second year; and (iii) 60% of his base pay for the third year.

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

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

X. CAPITAL IMPROVEMENT PROJECTS UPDATE

Clif Custer presented updates.

XI. CITY MANAGER'S REPORT

Eric Foerster gave his report.

XII. COUNCIL MEMBER COMMENTS & REPORTS

Mike Johnson thanked Keep Richwood Beautiful for hosting trunk or treat, he was unable to attend but heard it went really well. Sunday, he stated he saw the Police Department handing out candy. He added that KRB will be putting flags out for Veterans Day tomorrow morning and any help is appreciated. He expressed appreciation to KRB and Staff for all of their hard work.

Melissa Strawn encourages everyone to attend the Veterans Day parade and took time to recognize all Veterans in attendance of the meeting. She also recognized the Marine Corp's birthday.

Matt Yarborough commented on the recently adopted tax rate, stated he understands resident weren't happy with the rate. But, soon after, we experienced a storm that cost the city for repairs. So he wanted to express why he pushed for the current rate. He happy we are prepared and protecting ourselves for future growth.

Mark Brown II also expressed appreciation to KRB for trunk or treat and for placing flags for Veterans Day. He added that this coming weekend is KRB's fall sweep from 9-11 am, and he hopes everyone comes. He expressed thanks to the police officers on for engaging kids and keeping us safe on Halloween. He stated he was very pleased with staff, he thinks we are heading in the right direction. While he doesn't agree with Councilman Yarboroughs thoughts on the tax rate, he can understand his opinion. He added that he appreciates Council's efforts to show up and be ready. He ended with another thanks to staff.

XIII. MAYOR'S REPORT

Mayor reported on encounter with citizens and expressed his enjoyment with interacting with the citizens.

XIV. FUTURE AGENDA ITEMS

No future agenda items.

XV. ADJOURNMENT

Being there no further business, the meeting was adjourned at 8:50 p.m.

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

Mayor

ATTEST:

City Secretary



AGENDA MEMORANDUM – DECEMBER 13, 2021

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

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

BACKGROUND INFORMATION:

The information provided is for the FY 2020-2021 budget period, month ending October 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 October may include corrections from prior months.

DISCUSSION:

Attached is the budget report for October 2021, which is the first month of Fiscal Year 22. 8.3% 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 reflected end of fiscal year numbers unadjusted and not finalized.*

10-General Fund

As of October 31, 2021, General Fund revenues total \$36,231. General Fund expenditures total \$368,056. Budgeted transfers to other funds totaling \$454,128 have been processed

Revenue (GF)

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of October is \$5,116. These revenues will come in primarily in November – January.
- Sales Tax revenue received in October is actually FY21 revenue, as it was earned in August and shows as a receivable at the end of FY21. The amount collected for general fund is \$48,269, for CCPD is \$11,984 and for Transportation fund is 12,067.
- Permits and Licenses revenues total \$4,688 for October. Inspection fees collected are \$2,531.
Impact fees on new construction are posted to Fund 32 Utility Capital Improvements. To date, we have collected \$4,828 for 2 Water Impact Fees. No impact fees have been collected this year for sewer.
- Court fees for October are \$6,123. **Expenditures (GF)**

30-Water, Sewer and Solid Waste Fund

Revenues received in October total \$189,817. Total operating expense in October is \$79,705

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

City of Richwood
Operational Budget Report
10/1/2021 - 10/31/2021

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							100% of year
Taxes	(18,343.27)	15,446.13	15,446.13	2,786,463.00	2,786,463.00	2,771,016.87	0.55%
Property taxes, including delinquent & penalties	8,208.90	5,116.04	5,116.04	1,916,463.00	1,916,463.00		0.27%
Franchise Taxes	19,355.31	10,330.09	10,330.09	190,000.00	190,000.00		5.44%
Sales Tax	(45,907.48)	0.00	0.00	680,000.00	680,000.00		0.00%
Licenses and permits	5,009.84	4,688.08	4,688.08	96,100.00	96,100.00	91,411.92	4.88%
Intergovernmental revenue	(14,160.00)	7,000.00	7,000.00	1,000.00	1,000.00	(6,000.00)	Ahead of Budget
Charges for services	0.00	540.00	540.00	10,000.00	10,000.00	9,460.00	5.40%
Fines and forfeitures	7,162.85	6,123.46	6,123.46	140,000.00	140,000.00	133,876.54	4.37%
Special Revenues	47.35	(119.00)	(119.00)	1,500.00	1,500.00	1,619.00	-7.93%
Interest	140.25	21.35	21.35	1,200.00	1,200.00	1,178.65	1.78%
Miscellaneous revenue	3,398.00	2,530.53	2,530.53	46,000.00	46,000.00	43,469.47	5.50%
Inspection Fees	2,530.00	2,530.00	2,530.00	30,000.00	30,000.00		
Miscellaneous Income	443.00	0.53	0.53	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	425.00	0.00	0.00	6,000.00	6,000.00		
Total Revenue	(16,744.98)	36,230.55	36,230.55	3,082,263.00	3,082,263.00	3,046,032.45	1.18%
Expenditures							
General Government							
Administration							
Personnel & Benefits	30,519.99	30,571.89	30,571.89	445,617.00	445,617.00	415,045.11	6.86%
Supplies	1,391.92	312.05	312.05	18,700.00	18,700.00	18,387.95	1.67%
Maintenance & Repair	135.00	445.57	445.57	5,000.00	5,000.00	4,554.43	8.91%
Utilities	662.43	1,015.42	1,015.42	14,000.00	14,000.00	12,984.58	7.25%
Professional Services	13,520.00	18,538.69	18,538.69	128,300.00	128,300.00	109,761.31	14.45%
Other Services	12,793.10	8,787.67	8,787.67	62,680.00	62,680.00	53,892.33	14.02%
Capital Equipment	69.67	340.98	340.98	5,100.00	5,100.00	4,759.02	6.69%
Total Administration	59,092.11	60,012.27	60,012.27	679,397.00	679,397.00	619,384.73	8.83%
Judicial							
Personnel & Benefits	4,789.56	4,386.19	4,386.19	70,402.00	70,402.00	66,015.81	6.23%
Supplies	200.26	0.00	0.00	2,300.00	2,300.00	2,300.00	0.00%
Professional Services	260.00	0.00	0.00	18,350.00	18,350.00	18,350.00	0.00%
Other Services	935.71	75.00	75.00	1,000.00	1,000.00	925.00	7.50%
Total Judicial	6,185.53	4,461.19	4,461.19	92,052.00	92,052.00	87,590.81	4.85%
Permitting & Inspections							
Personnel & Benefits	2,305.00	0.00	0.00	68,100.00	68,100.00	68,100.00	0.00%
Supplies	0.00	178.10	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	2,305.00	178.10	178.10	74,600.00	74,600.00	74,421.90	0.24%
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	67,582.64	64,651.56	64,651.56	847,549.00	847,549.00	782,897.44	7.63%
Public Safety							
Police Department							
Personnel & Benefits	69,439.87	53,931.87	53,931.87	870,078.00	870,078.00	816,146.13	6.20%
Supplies	67.00	388.88	388.88	32,000.00	32,000.00	31,611.12	1.22%
Maintenance & Repair	1,477.58	3,629.57	3,629.57	31,400.00	31,400.00	27,770.43	11.56%
Utilities	1,043.51	757.52	757.52	13,000.00	13,000.00	12,242.48	5.83%
Professional Services	3,307.28	22,686.72	22,686.72	146,028.00	146,028.00	123,341.28	15.54%
Other Services	11,211.35	12,928.93	12,928.93	14,600.00	14,600.00	1,671.07	88.55%
Capital Equipment	187.10	228.81	228.81	4,625.00	4,625.00	4,396.19	4.95%
Total Police Department	86,733.69	94,552.30	94,552.30	1,111,731.00	1,111,731.00	1,017,178.70	8.50%
Fire Department							
Personnel & Benefits	1,908.38	7,873.60	7,873.60	31,934.00	31,934.00	24,060.40	24.66%
Supplies	654.12	0.00	0.00	16,400.00	16,400.00	16,400.00	0.00%
Maintenance & Repair	0.00	0.00	0.00	21,100.00	21,100.00	21,100.00	0.00%
Utilities	114.59	76.66	76.66	5,100.00	5,100.00	5,023.34	1.50%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Professional Services	26,250.00	0.00	0.00	110,000.00	110,000.00	110,000.00	0.00%
Other Services	9,346.06	12,678.28	12,678.28	15,450.00	15,450.00	2,771.72	82.06%
Capital Equipment	32,712.17	32,722.67	32,722.67	64,712.00	64,712.00	31,989.33	50.57%
Total Fire Department	70,985.32	53,351.21	53,351.21	264,696.00	264,696.00	211,344.79	20.16%
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	158,201.01	147,903.51	147,903.51	1,379,227.00	1,379,227.00	1,231,323.49	10.72%
Public Works							
City Maintenance							
Personnel & Benefits	7,470.87	8,118.10	8,118.10	101,555.00	101,555.00	93,436.90	7.99%
Supplies	1,437.58	512.59	512.59	17,000.00	17,000.00	16,487.41	3.02%
Maintenance & Repair	987.00	378.03	378.03	43,500.00	43,500.00	43,121.97	0.87%
Utilities	31.52	31.34	31.34	35,900.00	35,900.00	35,868.66	0.09%
Other Services	2,512.61	2,621.36	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	14,565.44	11,661.42	11,661.42	264,255.00	264,255.00	252,593.58	4.41%
Parks and Recreation							
Supplies	0.00	120.21	120.21	2,800.00	3,200.00	3,079.79	4.29%
Maintenance & Repair	5,356.04	1,242.48	1,242.48	25,000.00	23,000.00	21,757.52	4.97%
Utilities	0.00	0.00	0.00	2,700.00	2,000.00	2,000.00	0.00%
Other Services	5,272.07	2,015.54	2,015.54	16,300.00	12,450.00	10,434.46	12.37%
Total Parks and Recreation	10,628.11	3,378.23	3,378.23	46,800.00	40,650.00	37,271.77	7.22%
Emergency/Disaster							
Contract Labor	0.00	140,460.90	140,460.90	0.00	312,500.00	172,039.10	44.95%
Total Emergency/Disaster	0.00	140,460.90	140,460.90	0.00	312,500.00	172,039.10	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	250,977.20	368,055.62	368,055.62	2,544,831.00	2,851,181.00	2,483,125.38	14.46%
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	(267,722.18)	(785,953.07)	(785,953.07)	210,804.00	(95,546.00)	(690,407.07)	-372.84%

City of Richwood Operational Budget Report 10/1/2021 - 10/31/2021							
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	72,181.97	70,566.10	70,566.10	907,100.00	907,100.00	836,533.90	7.78%
Water Department	97,217.50	92,942.66	92,942.66	1,230,000.00	1,230,000.00	1,137,057.34	7.56%
Solid Waste Department	26,185.80	26,307.90	26,307.90	310,000.00	310,000.00	283,692.10	8.49%
Total Operating income	195,585.27	189,816.66	189,816.66	2,447,100.00	2,447,100.00	2,257,283.34	7.76%
Operating expense							
Sewer Department							
Personnel & Benefits	14,084.72	13,262.04	13,262.04	180,056.00	180,056.00	166,793.96	7.37%
Supplies	0.00	123.37	123.37	11,500.00	11,500.00	11,376.63	1.07%
Maintenance & Repair	512.43	(43.18)	(43.18)	59,950.00	59,950.00	59,993.18	-0.07%
Utilities	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00%
Professional Services	37,632.75	0.00	0.00	574,580.00	574,580.00	574,580.00	0.00%
Other Services	4,258.86	3,936.79	3,936.79	5,100.00	5,100.00	1,163.21	77.19%
Total Sewer Department	56,488.76	17,279.02	17,279.02	856,186.00	856,186.00	838,906.98	2.02%
Water Department							
Personnel & Benefits	11,583.14	12,519.31	12,519.31	205,579.00	160,047.00	193,059.69	6.09%
Supplies	1,253.11	1,844.60	1,844.60	21,300.00	27,845.00	19,455.40	8.66%
Maintenance & Repair	5,646.91	3,569.95	3,569.95	78,010.00	114,064.00	74,440.05	4.58%
Utilities	(111.49)	1,296.84	1,296.84	84,500.00	58,400.00	83,203.16	1.53%
Professional Services	4,982.33	10,176.33	10,176.33	51,500.00	160,000.00	41,323.67	19.76%
Other Services	7,907.63	32,718.46	32,718.46	343,000.00	362,550.00	310,281.54	9.54%
Capital Equipment	300.77	300.77	300.77	3,610.00	3,600.00	3,309.23	8.33%
Total Water Department	31,562.40	62,426.26	62,426.26	787,499.00	886,506.00	824,079.74	7.93%
Solid Waste Department							
Professional Services	(108.09)	0.00	0.00	280,000.00	280,000.00	279,892.00	0.00%
Total Solid Waste Department	(108.09)	0.00	0.00	280,000.00	280,000.00	280,000.00	0.00%
Total Operating expense	87,943.07	79,705.28	79,705.28	1,923,685.00	2,022,692.00	1,942,986.72	4.14%
Total Net Operating Income (Loss)	107,642.20	110,111.38	110,111.38	523,415.00	424,408.00	314,296.62	21.04%
Non-Operating Items							
Non-operating income							
Interest income	36.29	0.00	0.00	1,000.00	1,750.00	1,000.00	0.00%
Grants	0.00	0.00	0.00	0.00	0.00	0.00	At Budget
Other income	686.98	(141.28)	(141.28)	0.00	0.00	141.28	not budgeted
Transfers In	0.00	10,000.00	10,000.00	10,000.00	80,000.00	0.00	At Budget
Total Non-operating income	723.27	9,858.72	9,858.72	11,000.00	81,750.00	71,891.28	89.62%
Non-operating expense							
Debt Service	0.00	0.00	0.00	336,949.00	302,271.00	336,949.00	0.00%
Transfers Out	0.00	56,000.00	56,000.00	56,000.00	204,000.00	0.00	At Budget
Total Non-operating expense	0.00	56,000.00	56,000.00	392,949.00	506,271.00	450,271.00	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	723.27	(46,141.28)	(46,141.28)	(381,949.00)	(724,521.00)	678,379.72	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	108,365.47	63,970.10	63,970.10	141,466.00	(300,113.00)	364,083.10	Ahead of Budget



1800 Brazosport Blvd N
Richwood, Texas 77531
Phone 979-265-2082
Fax 979-265-7345

November 18, 2021



Dear David Landsborough:

Notice is hereby given that a Public Hearing will be held before the City Council of the City of Richwood for the purpose of renaming a portion of College Boulevard to Dr. Millicent Valek Boulevard. Anyone seeking to give or receive information on this change should be present at Richwood City Hall (1800 N. Brazosport Boulevard) on Monday, December 13 at 6:00 p.m. before the City Council.

You are receiving this notice because you are a property owner that will be affected by this change.

Anyone seeking to give or receive information on the proposed conditional use should be present at Richwood City Hall (1800 N. Brazosport Boulevard) on Monday, December 13, 2021, at 6:00 p.m.

If you have any questions or concerns, please feel free to contact me at 979-265-2082. My email is kgarcia@richwoodtx.gov

Sincerely,
Kirsten Garcia
City Secretary

☒ APPROVE ☐ DISAPPROVE
Comments:

David Landsborough

(See Public Notice on back)

[REDACTED]



AGENDA MEMORANDUM

CONTACT: CITY MANAGER- ERIC FOERSTER

SUBJECT: STREET NAME CHANGE

SUMMARY: The City of Clute is in the process of changing the name of College Drive to Dr. Millicent Valek Boulevard. It would make sense to change our portion of College Drive to the same name, provided the City Council approves.

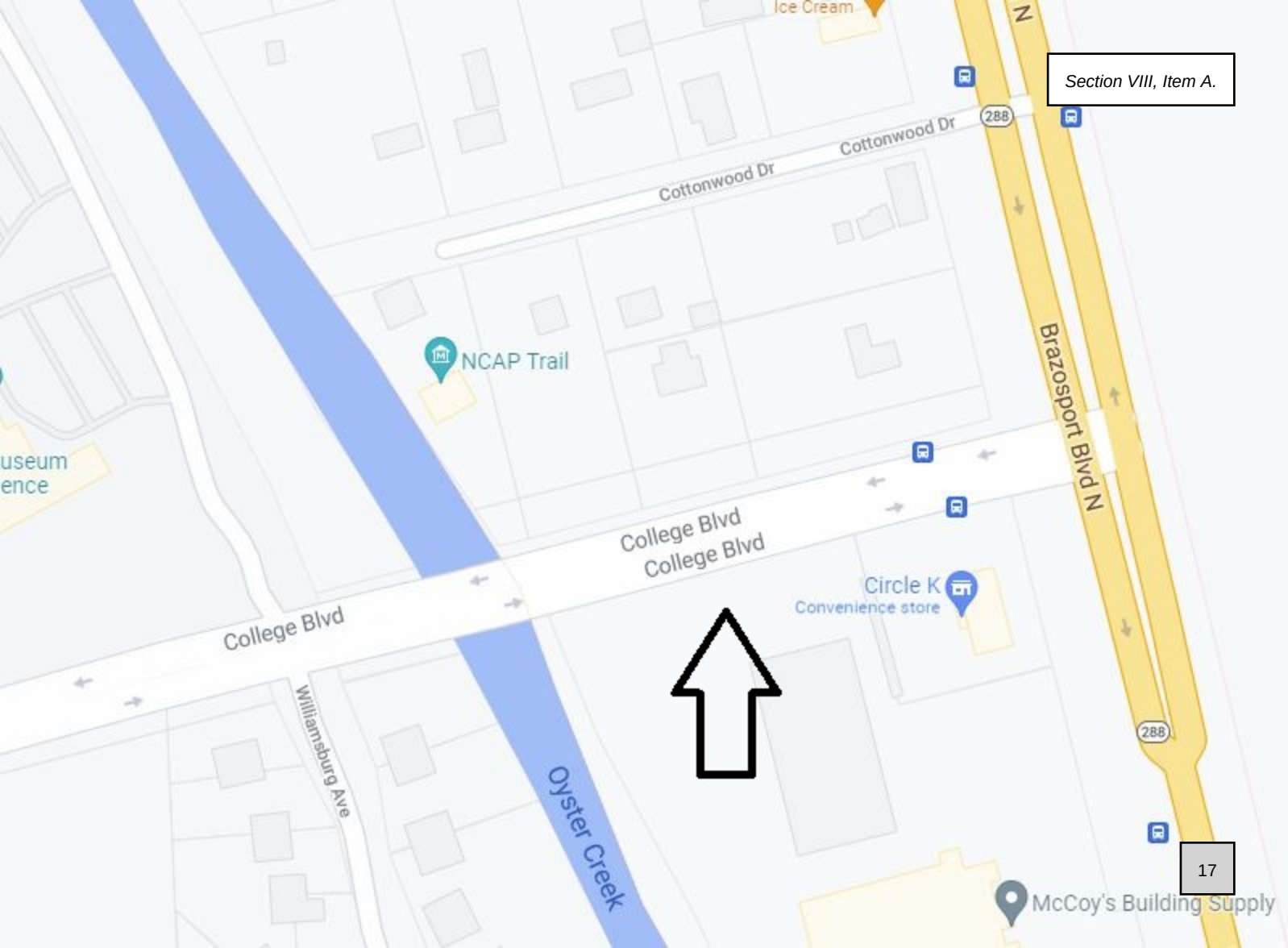
BACKGROUND INFORMATION: Dr. Valek provided 26 years of service and dedication at Brazosport College as the President. This would also honor her service by the City of Richwood.

ISSUE: Change of street name to provide continuity on the street (College Drive to Dr. Millicent Valek Boulevard).

FISCAL IMPACT: Nominal

RECOMMENDATION: To approve the name change

Section VIII, Item A.



RESOLUTION 2021-R-61

A RESOLUTION RENAMING A PORTION OF COLLEGE BOULEVARD TO DR. MILLICENT M. VALEK BOULEVARD, EFFECTIVE DECEMBER 14, 2021.

WHEREAS, the portion of College Drive between 228B and Old Angleton Road was renamed by the City of Clute last month to honor Dr. Millicent M. Valek for her outstanding service to the community and countless students through 26 years of work as President of Brazosport College; and

WHEREAS, the City of Richwood wishes to maintain continuity in the naming of the street; and

WHEREAS, the City Council desires to rename the existing “College Boulevard” to “Dr. Millicent Valek Boulevard” to forever memorialize our appreciation for her role in changing the lives of so many students and her contributions to the community.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS HEREBY RENAMES A THE CITY OF RICHWOOD’S PORTION OF COLLEGE BOULEVARD TO DR. MILLICENT M. VALEK BOULEVARD.

PASSED AND APPROVED on this 13th day of December 2021.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: STREET IMPROVEMENT CHANGE ORDER #2

SUMMARY:

Upon beginning construction on the western most portion of Moore St. on the north side of the street it was realized that stormwater culverts roughly 16 feet from the intersection of Moore and Oyster Creek Dr. transition from 24 inch to 18 inch. Roughly 200 feet west of this transition location, the stormwater culvert size transitions again from 18 inch back to 24 inch. Stormwater culverts within these transition locations are also pitched backwards causing stormwater and sediment to build up in the culverts.

During the demolition phase of the Moore St./Oyster Creek Dr. intersection road base depths were deeper than what geotechnical boring data presented. This was because there was no boring data available specifically that addressed the intersection. Due to this Matula was forced to over-excavate to get down to virgin soil and bring in lime treated fill building the subgrade up to an elevation consistent with engineering plans.

BACKGROUND INFORMATION:

After Matula had informed Strand Associates of the stormwater culvert deficiencies I had an in-person meeting with Jared Engelke to discuss options to correct this problem. These Options are:

1. Replace stormwater culvert to achieve consistent size and grade all the way to the point of discharge.
2. Replace stormwater culverts to achieve consistent size and install a drainage implement so that piping with a backward pitch could fully evacuate stormwater.

The second option was chosen as it had the least financial impact and least amount of question marks regarding how this portion of stormwater drainage infrastructure will function in the future.

The decision to over-excavate the intersection of Moore St. and Oyster Creek Dr. was made to protect the integrity of the street. Without over-excavation a thin layer of base would have existed between virgin soil and lime treated fill. The decision to have fill dirt blended with lime prior to the placement of the fill was the most efficient and cost-effective manner for providing the proper amount of lime treated fill. To mix fill off site would mean bringing fill in from an

outside location as well as lime and mixing it within the confines of the intersection.

ISSUE:

FISCAL IMPACT:

The total value of this change order is \$10,103.80.

Under the Series A General Obligation Bond Budget Line Items; \$2,580.00 will be coded to Streets. \$7,523.80 will be coded to Drainage.

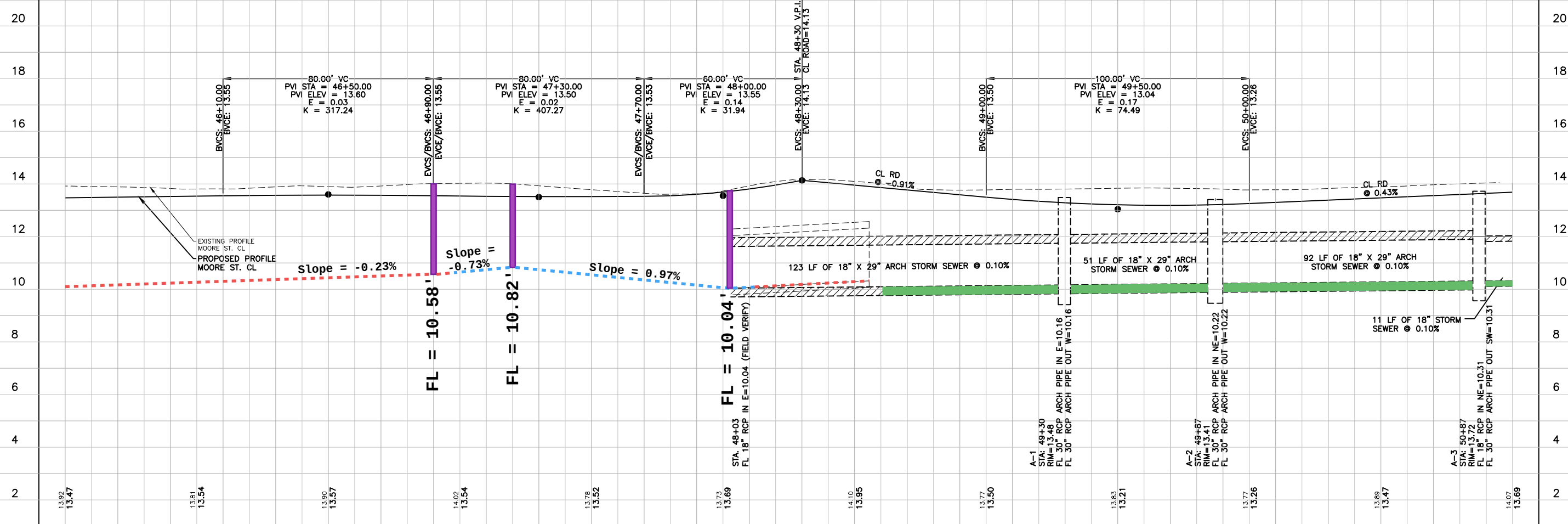
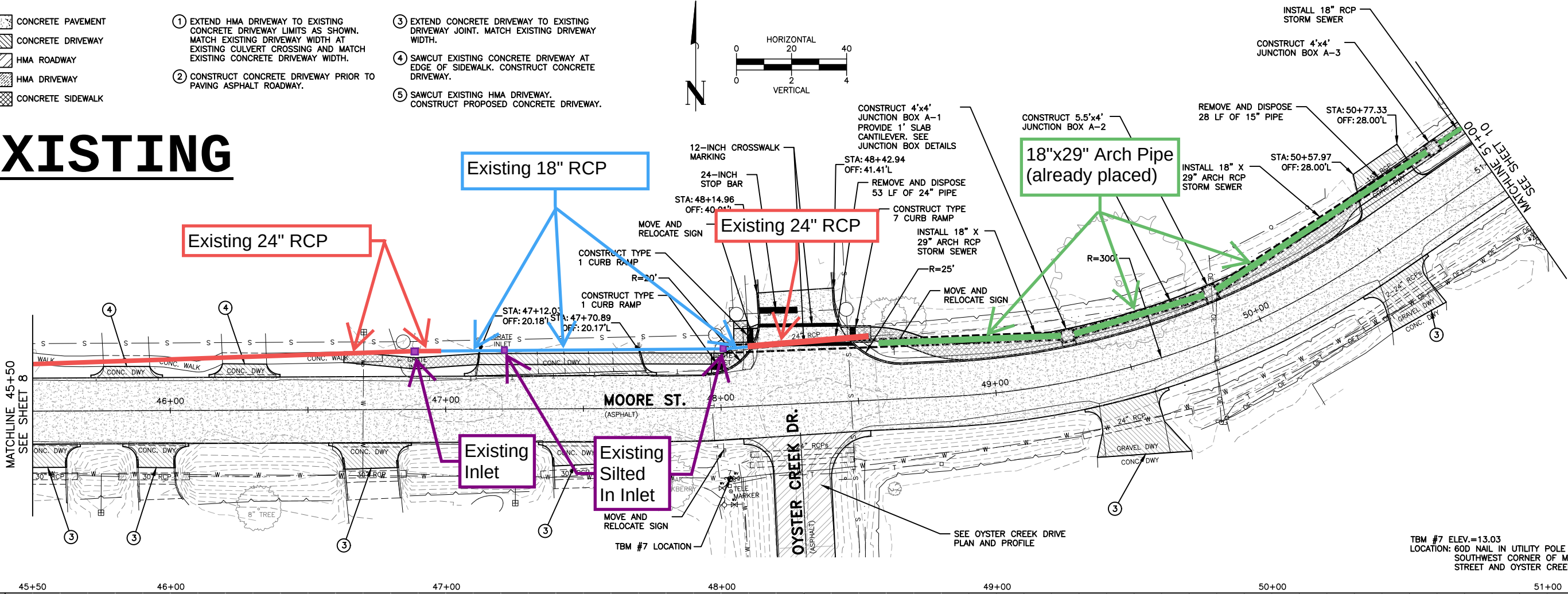
RECOMMENDATION:

I recommend that Council make a motion to approve Matula and Matula Construction Change Order #2 in the amount of \$10,103.80.

- CONCRETE PAVEMENT
- CONCRETE DRIVEWAY
- HMA ROADWAY
- HMA DRIVEWAY
- CONCRETE SIDEWALK

- EXTEND HMA DRIVEWAY TO EXISTING CONCRETE DRIVEWAY LIMITS AS SHOWN. MATCH EXISTING DRIVEWAY WIDTH AT EXISTING CULVERT CROSSING AND MATCH EXISTING CONCRETE DRIVEWAY WIDTH.
- CONSTRUCT CONCRETE DRIVEWAY PRIOR TO PAVING ASPHALT ROADWAY.
- EXTEND CONCRETE DRIVEWAY TO EXISTING DRIVEWAY JOINT. MATCH EXISTING DRIVEWAY WIDTH.
- SAWCUT EXISTING CONCRETE DRIVEWAY AT EDGE OF SIDEWALK. CONSTRUCT CONCRETE DRIVEWAY.
- SAWCUT EXISTING HMA DRIVEWAY. CONSTRUCT PROPOSED CONCRETE DRIVEWAY.

EXISTING



Section VIII, Item B.

JARED DAVID ENGELKE
138204
PROFESSIONAL ENGINEER
5.5.2021

DATE:	
REVISIONS	
NO.	

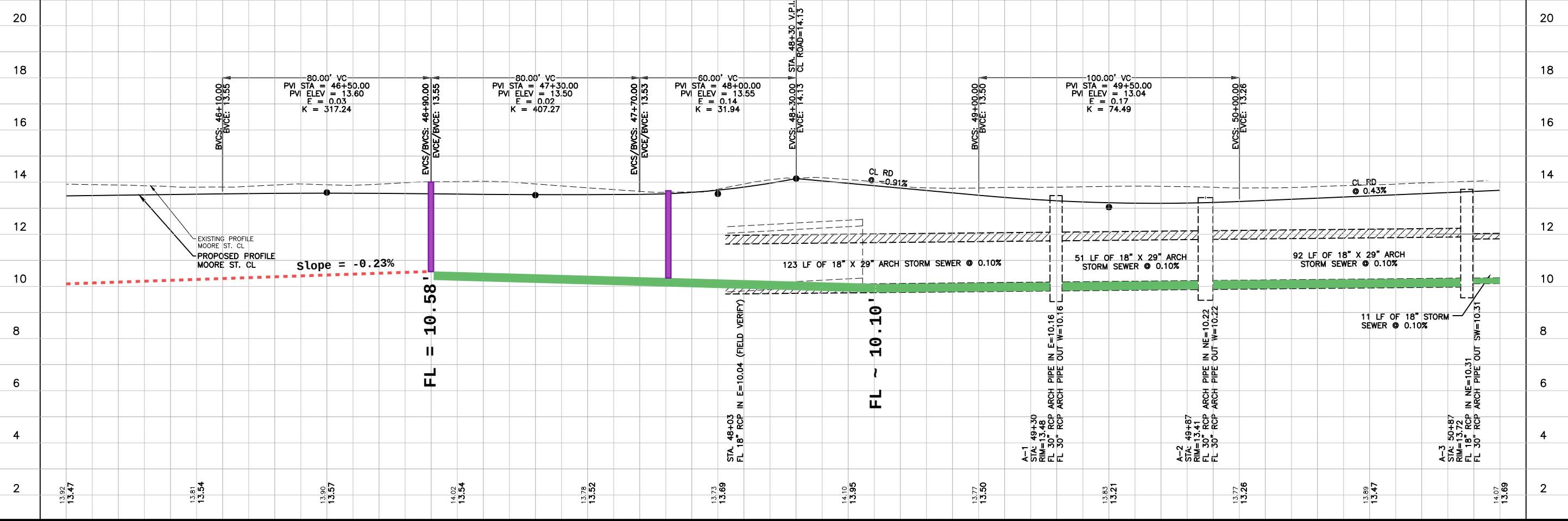
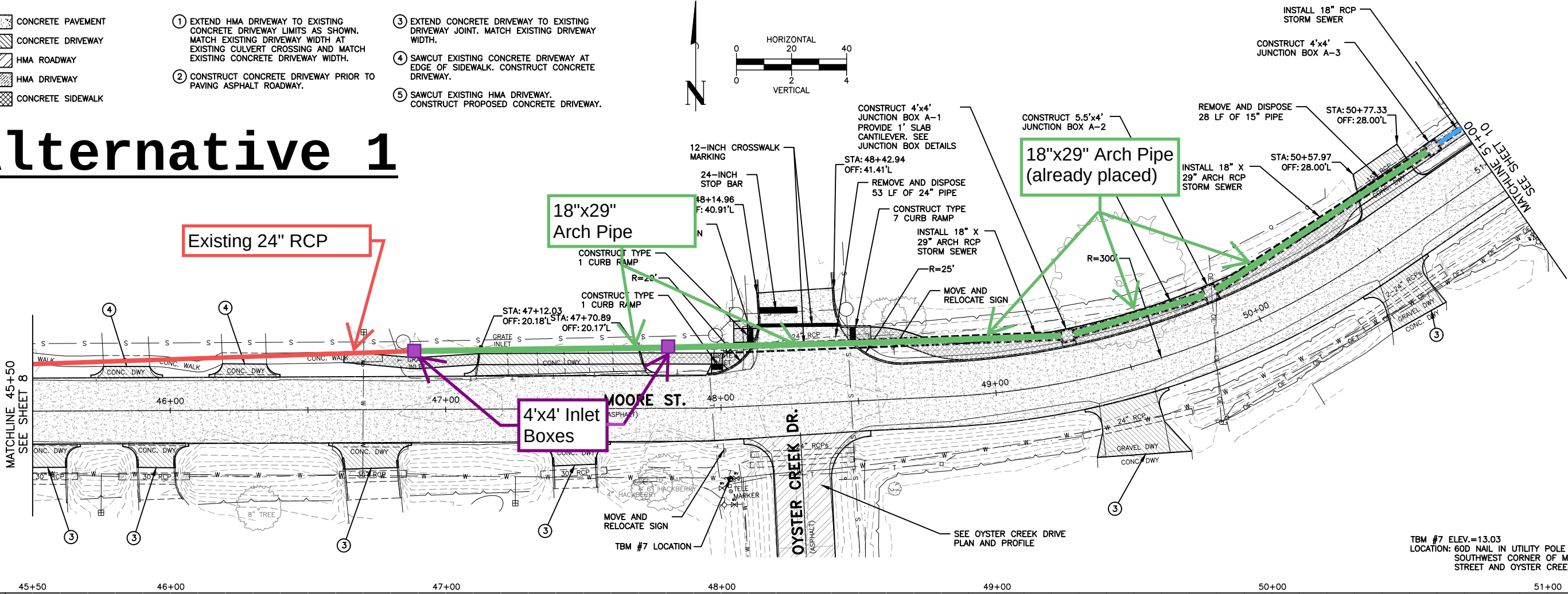
MOORE STREET PLAN AND PROFILE II
CITY OF RICHWOOD
2021 STREET IMPROVEMENTS

JOB NO.
4570.008
PROJECT MGR.
JE
TBPE No. F-8405
STRAND ASSOCIATES
SHEET
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- CONCRETE PAVEMENT
- CONCRETE DRIVEWAY
- HMA ROADWAY
- HMA DRIVEWAY
- CONCRETE SIDEWALK

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Alternative 1



Section VIII, Item B.

JARED DAVID ENGELKE
138204
5.5.2021

DATE:	
REVISIONS	
NO.	

MOORE STREET PLAN AND PROFILE II
CITY OF RICHWOOD
2021 STREET IMPROVEMENTS

JOB NO.
4570.008

PROJECT MGR.
JE

TBPE No. F-8405

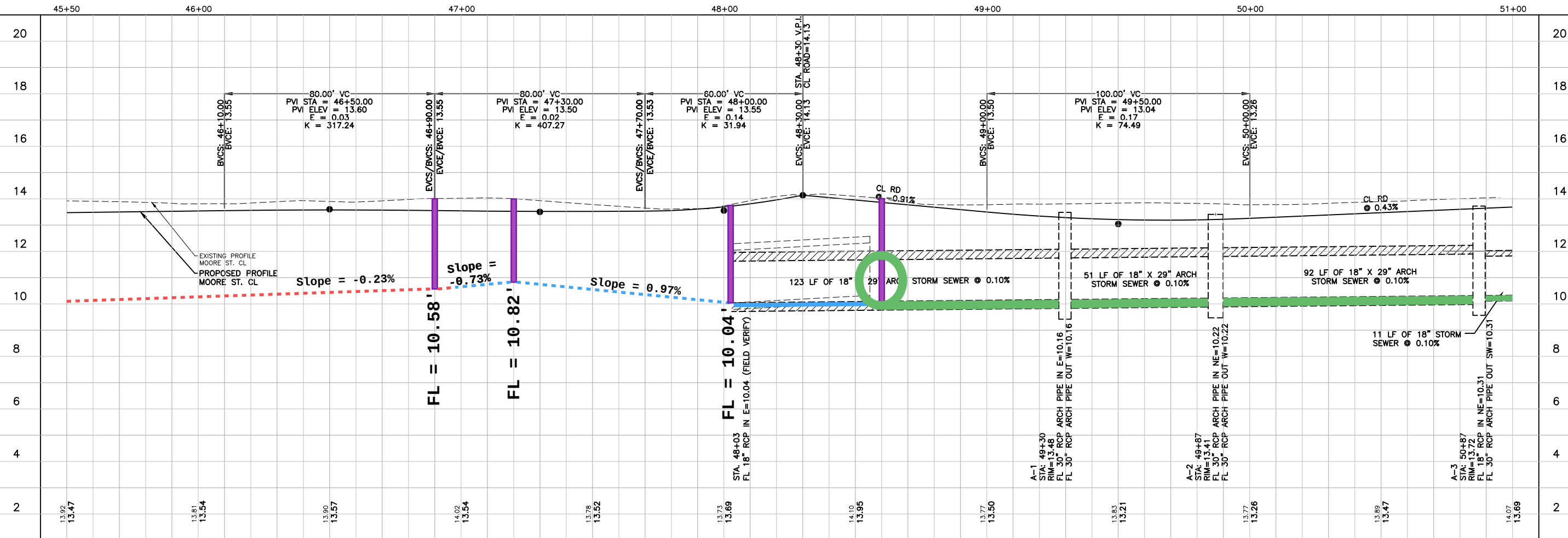
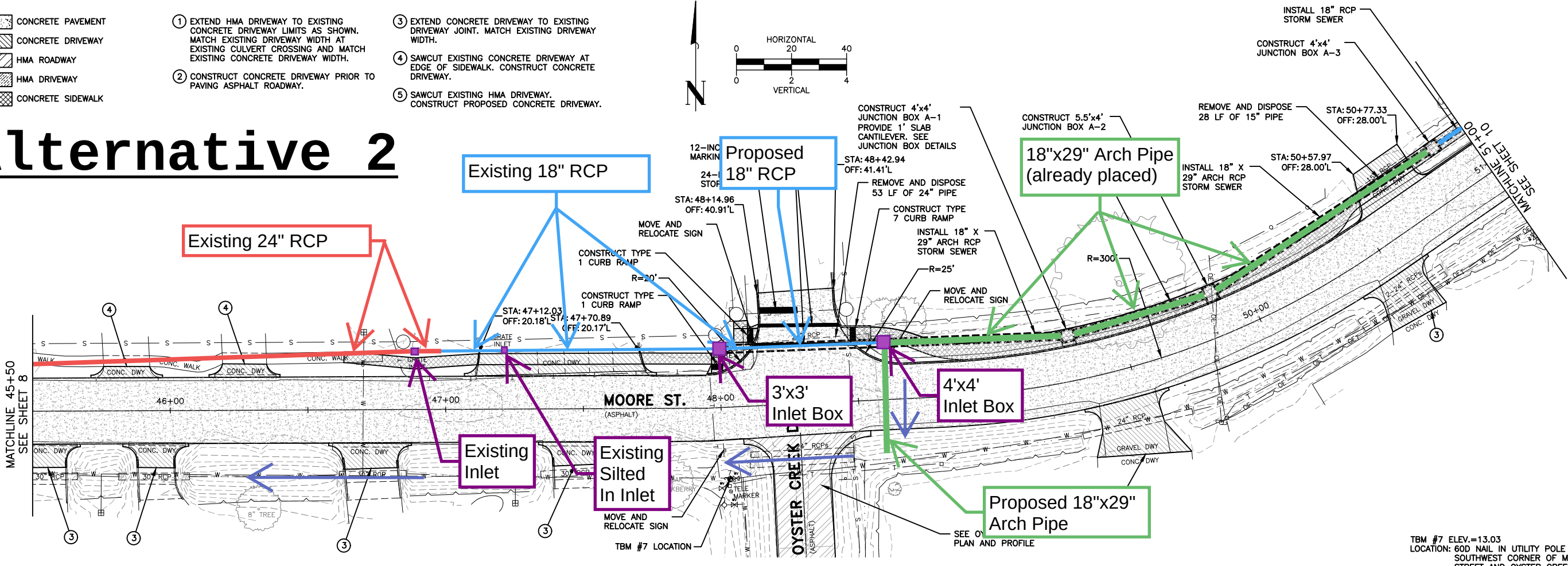


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- CONCRETE PAVEMENT
- CONCRETE DRIVEWAY
- HMA ROADWAY
- HMA DRIVEWAY
- CONCRETE SIDEWALK

- EXTEND HMA DRIVEWAY TO EXISTING CONCRETE DRIVEWAY LIMITS AS SHOWN. MATCH EXISTING DRIVEWAY WIDTH AT EXISTING CULVERT CROSSING AND MATCH EXISTING CONCRETE DRIVEWAY WIDTH.
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- SAWCUT EXISTING HMA DRIVEWAY. CONSTRUCT PROPOSED CONCRETE DRIVEWAY.

Alternative 2



Section VIII, Item B.

JARED DAVID ENGELKE
138204
PROFESSIONAL ENGINEER
5.5.2021

DATE:	
REVISIONS	
NO.	

MOORE STREET PLAN AND PROFILE II

CITY OF RICHWOOD

2021 STREET IMPROVEMENTS

JOB NO.
4570.008

PROJECT MGR.
JE

TBPE No. F-8405

STRAND ASSOCIATES®

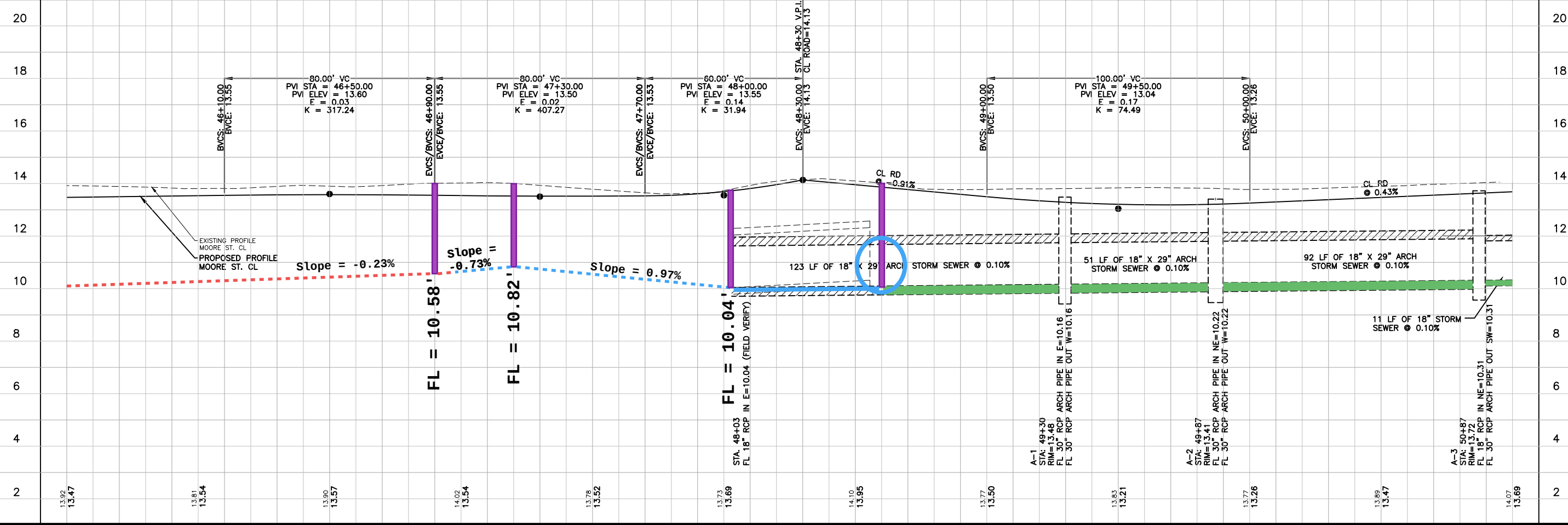
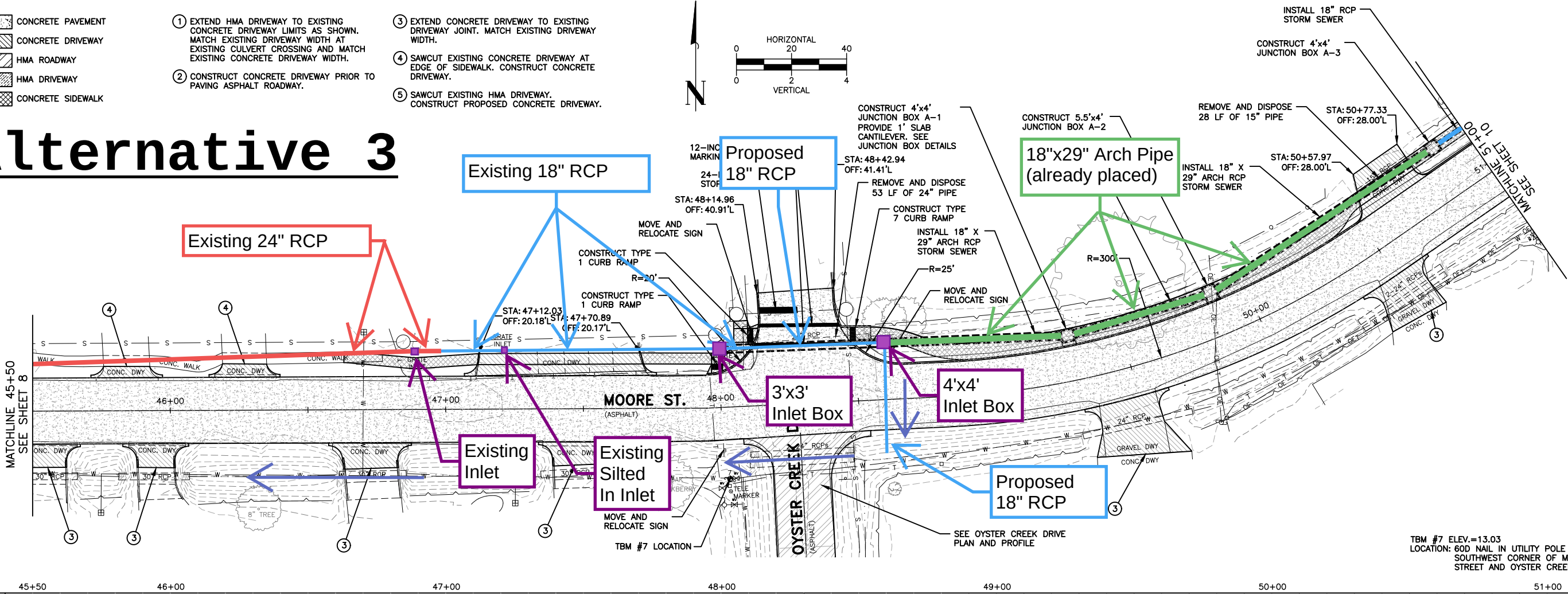
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- CONCRETE PAVEMENT
- CONCRETE DRIVEWAY
- HMA ROADWAY
- HMA DRIVEWAY
- CONCRETE SIDEWALK

- EXTEND HMA DRIVEWAY TO EXISTING CONCRETE DRIVEWAY LIMITS AS SHOWN. MATCH EXISTING DRIVEWAY WIDTH AT EXISTING CULVERT CROSSING AND MATCH EXISTING CONCRETE DRIVEWAY WIDTH.
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- SAWCUT EXISTING HMA DRIVEWAY. CONSTRUCT PROPOSED CONCRETE DRIVEWAY.

Alternative 3



Section VIII, Item B.

JARED DAVID ENGELKE
138204
PROFESSIONAL ENGINEER
5.5.2021

DATE:	
REVISIONS	
NO.	

MOORE STREET PLAN AND PROFILE II
CITY OF RICHWOOD
2021 STREET IMPROVEMENTS

JOB NO.
4570.008
PROJECT MGR.
JE
TBPE No. F-8405
STRAND ASSOCIATES
SHEET
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AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: DRAINAGE IMPROVEMENT CONSTRUCTION CONTRACT AWARD

SUMMARY:

On November 15th, 2021, Richwood hosted the bid opening for the 2021 Stormwater Management Master Plan Drainage Improvements, Phase 1 & 2. Matula and Matula Construction was the only contractor to submit a bid.

BACKGROUND INFORMATION:

Due to lack of participation during the Ground Storage Tank bid process, Jared Engelke took a proactive approach in contacting contractors who downloaded engineering plans from the website Civcast. This was done to identify those contractors with intent to submit bids for the project. Over twenty contractors were contacted. Out of those twenty contractors, three responded to Jared expressing intent to submit bids for the project. Matula and Matula Construction was the sole contractor to submit a bid.

It is the opinion of myself and Strand Associates that rebidding the project would not be a cost-effective option.

ISSUE:

FISCAL IMPACT:

Matula and Matula Construction presented a base bid of \$1,698,804.60. Amendments to the scope of the project are currently being discussed so that the project will be conducive to Richwood's voter approved budget of \$1,500,000.00.

RECOMMENDATION:

It is my recommendation that Council make a motion to award the construction contract for the 2021 Stormwater Management Master Plan Drainage Improvements, Phase 1 & 2 to Matula and Matula Construction.



December 7, 2021

Mr. Clif Custer, Public Works Director
City of Richwood
1800 Bazosport Boulevard North
Richwood, TX 77531

Re: 2021 Stormwater Management Master Plan Drainage Improvements, Phases 1 and 2
Contract 5-2021
City of Richwood, Texas

Dear Mr. Custer:

Bids for the above-referenced project were opened on December 2, 2021. One bid was received with the resulting bid tabulation enclosed. The bid of \$1,698,804.60 was more than ENGINEER's opinion of probable construction cost.

Matula & Matula Construction, Inc. of Lake Jackson, Texas, was the apparent low bidder at \$1,698,804.60. The bid included a bid bond for 5 percent. The bid is deemed to be responsive.

Strand Associates, Inc.® is currently working with Matula & Matula Construction, Inc. on a project for the City of Richwood. For this project, the City of Richwood determined Matula & Matula Construction, Inc. to be responsible.

If you determine that Matula & Matula Construction, Inc. is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Jared D. Engelke, P.E.

Enclosure

Bids Received: 2 P.M.
December 2, 2021

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF RICHWOOD
RICHWOOD, TEXAS
2021 STORMWATER MANAGEMENT MASTER PLAN
DRAINAGE IMPROVEMENTS, PHASES 1 AND 2
CONTRACT 5-2021

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid	Bid Alternative No. 1
Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566	Yes	NA	\$1,698,804.60	\$59,519.00

Reviewed by: JARED D. ENGELKE, P.E.



Bids Received: 2 P.M., December 2, 2021

STRAND ASSOCIATES, INC.*

TBPE No. F-8405

TBPLS No. 10030000

1906 Niebuhr Street

Brenham, TX 77833

CITY OF RICHWOOD

RICHWOOD, TEXAS

2021 STORMWATER MANAGEMENT MASTER PLAN

DRAINAGE IMPROVEMENTS, PHASES 1 AND 2

CONTRACT 5-2021

BID TABULATION BREAKDOWN

Matula & Matula Construction, Inc.
122 West Way, Suite 325
Lake Jackson, TX 77566

No.	Description	Quantity	Unit	Unit Price	Total Price
Roadway					
1.	Mobilization	1	LS	\$ 81,585.00	\$ 81,585.00
2.	SWPPP	1	LS	\$ 2,913.80	\$ 2,913.80
3.	Traffic Control	1	LS	\$ 5,827.50	\$ 5,827.50
4.	Dewatering	1	LS	\$ 24,475.50	\$ 24,475.50
5.	Excavation	1	LS	\$ 58,713.20	\$ 58,713.20
6.	Remove and Dispose of Rock Riprap	275	SY	\$ 6.50	\$ 1,787.50
7.	Remove and Dispose of Concrete Riprap	155	SY	\$ 26.70	\$ 4,138.50
8.	Concrete Channel (Sloped or Curbed; Measured Along Alignment)	6,730	LF	\$ 124.40	\$ 837,212.00
9.	Concrete Slope Paving	3,020	SY	\$ 101.70	\$ 307,134.00
10.	Remove and Dispose of 12-IN through 18-IN Reinforced Concrete Pipe	7	LF	\$ 32.80	\$ 229.60
11.	Remove and Dispose of 12-IN through 18-IN Corrugated Metal Pipe	9	LF	\$ 32.80	\$ 295.20
12.	Remove and Dispose of 24-IN through 42-IN Reinforced Concrete Pipe	300	LF	\$ 21.90	\$ 6,570.00
13.	Remove and Dispose of 24-IN HDPE Pipe	100	LF	\$ 32.80	\$ 3,280.00
14.	Miter Existing 12-IN through 18-IN Reinforced Concrete Pipe to Conform to Slope	2	EA	\$ 656.00	\$ 1,312.00

				Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566	
No.	Description	Quantity	Unit	Unit Price	Total Price
	Roadway				
15.	Miter Existing 12-IN through 18-IN Corrugated Metal Pipe to Conform to Slope	3	EA	\$ 656.00	\$ 1,968.00
16.	Miter Existing 24-IN through 42-IN Reinforced Concrete Pipe to Conform to Slope	11	EA	\$ 1,093.30	\$ 12,026.30
17.	Miter Existing Junction Box to Conform to Slope and Reconstruct Top of Inlet W/ Existing Frame and Grate	2	EA	\$ 3,279.90	\$ 6,559.80
18.	Remove and Dispose of Existing 10-FT by 11-FT Curb Inlet	1	EA	\$ 1,640.00	\$ 1,640.00
19.	Remove and Dispose of Existing Concrete Sidewalk	30	SY	\$ 59.60	\$ 1,788.00
20.	Remove and Dispose of Existing Wooden Bridge	1	LS	\$ 4,467.30	\$ 4,467.30
21.	Construct 12-IN through 18-IN Reinforced Concrete Collar	1	EA	\$ 451.80	\$ 451.80
22.	Construct 24-IN through 42-IN Reinforced Concrete Collar	7	EA	\$ 677.60	\$ 4,743.20
23.	Furnish and Install 12-IN Reinforced Concrete Pipe	5	LF	\$ 95.20	\$ 476.00
24.	Furnish and Install 24-IN Reinforced Concrete Pipe	33	LF	\$ 114.10	\$ 3,765.30
25.	Furnish and Install 30-IN Reinforced Concrete Pipe	12	LF	\$ 149.30	\$ 1,791.60
26.	Furnish and Install 36-IN Reinforced Concrete Pipe	28	LF	\$ 170.00	\$ 4,760.00
27.	Furnish and Install 24-IN Corrugated Metal Pipe	21	LF	\$ 125.70	\$ 2,639.70
28.	Trench Safety	163	LF	\$ 1.20	\$ 195.60
29.	Furnish and Install 2-FT by 7-FT Box Culvert	127	LF	\$ 609.00	\$ 77,343.00
30.	Furnish and Install 3-FT by 12-FT Box Culvert	36	LF	\$ 1,347.80	\$ 48,520.80
31.	Furnish and Install 6-FT by 12-FT Curb Inlet W/ Grates	1	EA	\$ 28,038.10	\$ 28,038.10
32.	Extend Wingwalls of 7-FT by 3-FT Box Culvert Headwall	4	EA	\$ 5,123.40	\$ 20,493.60

				Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566	
No.	Description	Quantity	Unit	Unit Price	Total Price
	Roadway				
33.	Headwall, Wingwall, and Railing for 12-FT by 3-FT Box Culvert (Downstream Side)	1	EA	\$ 45,773.80	\$ 45,773.80
34.	Headwall, Wingwall, and Railing for 12-FT by 3-FT Box Culvert (Upstream Side)	1	EA	\$ 44,433.50	\$ 44,433.50
35.	Concrete Pavement Repair (Remove and Replace Existing Concrete Pavement and Curb)	300	SF	\$ 19.90	\$ 5,970.00
36.	Asphalt Pavement Repair (Remove and Replace; Includes Curb and Gutter)	500	SF	\$ 14.10	\$ 7,050.00
37.	Concrete Curb Ramp (Paver Style Detectable Warning Field)	1	EA	\$ 2,759.00	\$ 2,759.00
38.	Construct 4-IN Thick Concrete Sidewalk W/ 4-IN Flexible Base	150	SF	\$ 19.60	\$ 2,940.00
39.	Geotextile Fabric (Type 2)	100	SY	\$ 13.80	\$ 1,380.00
40.	Riprap Type R (18-IN)	45	CY	\$ 220.00	\$ 9,900.00
41.	Restore Pavement Markings	1	LS	\$ 5,827.50	\$ 5,827.50
42.	Restoration and Seeding or Sodding	1	LS	\$ 14,277.40	\$ 14,277.40
43.	Type A Weep (Undistributed)	10	EA	\$ 90.10	\$ 901.00
44.	Type B Weep (Undistributed)	5	EA	\$ 90.10	\$ 450.50
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 44					\$ 1,698,804.60
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 44					\$ 1,698,804.60

Reviewed by JARED D. ENGELKE, P.E.

Bids Received: 2 P.M., December 2, 2021

STRAND ASSOCIATES, INC.®

TBPE No. F-8405

TBPLS No. 10030000

1906 Niebuhr Street

Brenham, TX 77833

CITY OF RICHWOOD

RICHWOOD, TEXAS

2021 STORMWATER MANAGEMENT MASTER PLAN

DRAINAGE IMPROVEMENTS, PHASES 1 AND 2

CONTRACT 5-2021

BID ALTERNATIVE NO. 1

Matula & Matula Construction, Inc.

122 West Way, Suite 325

Lake Jackson, TX 77566

No.	Description	Quantity	Unit	Unit Price	Total Price
	Slope Paving North Side East of Audubon Woods Drive				
1.	Concrete Slope Paving	530	SY	\$ 112.30	\$ 59,519.00
ENGINEER'S COMPUTED TOTAL ITEM NO. 1					\$ 59,519.00
CONTRACTOR'S COMPUTED TOTAL ITEM NO. 1					\$ 59,519.00

Reviewed by JARED D. ENGELKE, P.E.



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: ELEVATED STORAGE PRELIMINARY ENGINEERING

SUMMARY:

Based on Richwood's current connection count, the development of existing lots that have not yet been developed in the City of Richwood will put Richwood at or above the 85th percentile of service capacity regarding elevated storage.

BACKGROUND INFORMATION:

Staff currently has unanswered questions regarding necessary elevated storage capacity, location of additional elevated storage, as well as questions regarding the necessity or lack thereof, of additional static pressures within the water distribution system. It is felt by staff that these questions require answers before any further actions such as engineering, or construction may begin.

Preliminary engineering provided by Strand Associates will answer these questions allowing Richwood the opportunity to prepare for future planning and construction of additional elevated storage.

ISSUE:

Allowing Strand Associates to conduct preliminary engineering will create a situation where Richwood can proactively address the need for additional elevated storage as well as spread costs over a longer period before engineering and construction become a required action.

FISCAL IMPACT:

Strand is proposing to provide services for this project on an hourly-rate basis for an estimated fee of \$30,000. Richwood currently has a fund balance of \$45,000.00 within the Impact Fee budget line item.

RECOMMENDATION:

It is my recommendation that Council discuss proceeding with preliminary engineering and provide staff with opinions weather or not to proceed with the draft of an engineering task order.

Richwood's Future Elevated Storage

Preliminary Engineering to Determine Capacity and
Location

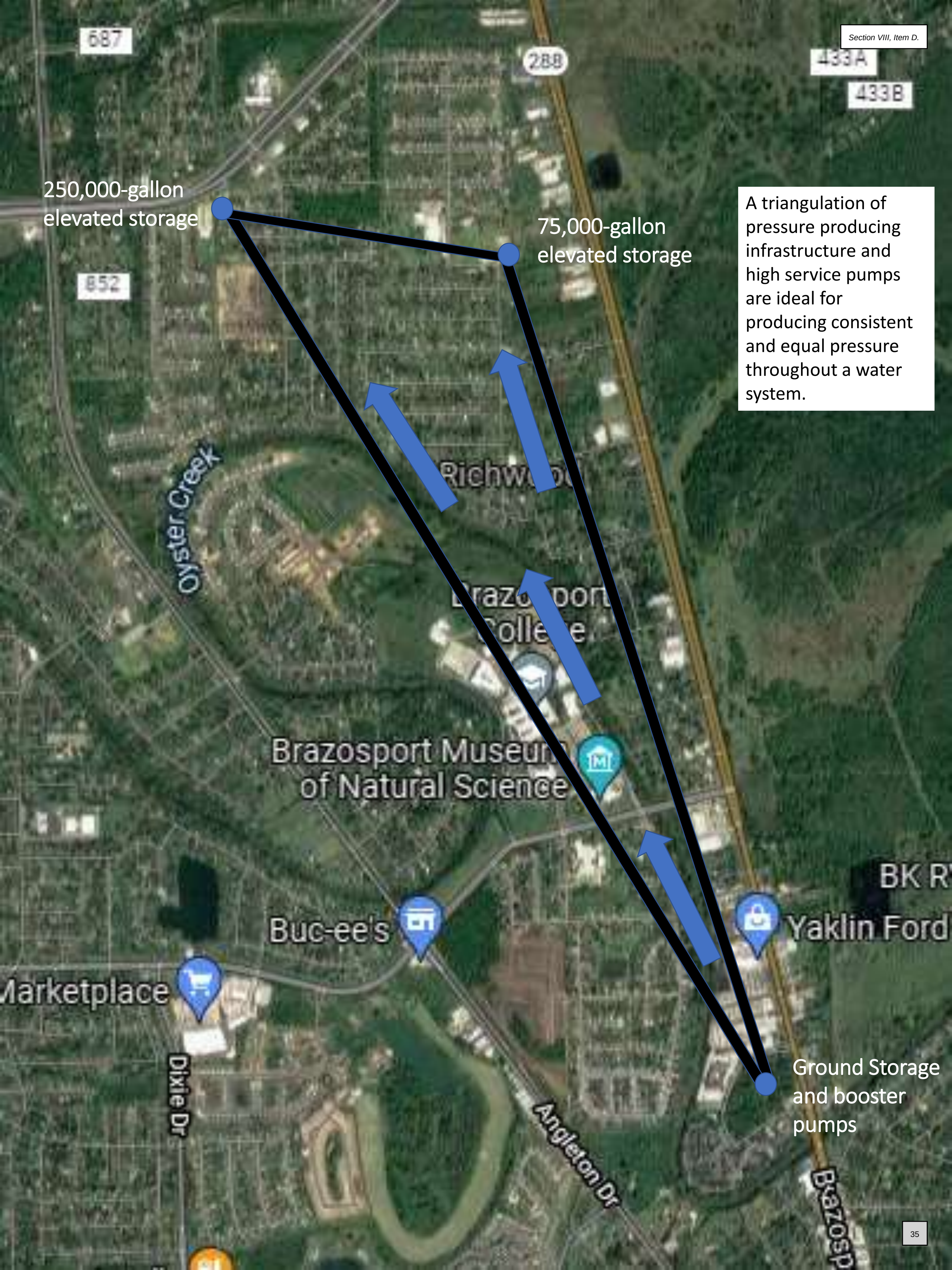
DRAFT FIGURE
CITY OF RICHWOOD
EXISTING WATER SYSTEM

LEGEND

- | | |
|-----------------------|-----------------------------|
| ◆ Hydrant | — 8" and Smaller Water Line |
| ● Valve | — 10" and Larger Water Line |
| W Well | City Limit |
| Ground Storage Tank | Parcel |
| Elevated Storage Tank | Other City Limit |
- FREESE NICHOLS**
City of Richwood
TEXAS

Area where pressure observed is relative to pressure at Richwood's current elevated towers. This is excluding any 3rd story building.





250,000-gallon
elevated storage

75,000-gallon
elevated storage

A triangulation of pressure producing infrastructure and high service pumps are ideal for producing consistent and equal pressure throughout a water system.

Ground Storage
and booster
pumps

DRAFT FIGURE
CITY OF RICHWOOD
EXISTING WATER SYSTEM

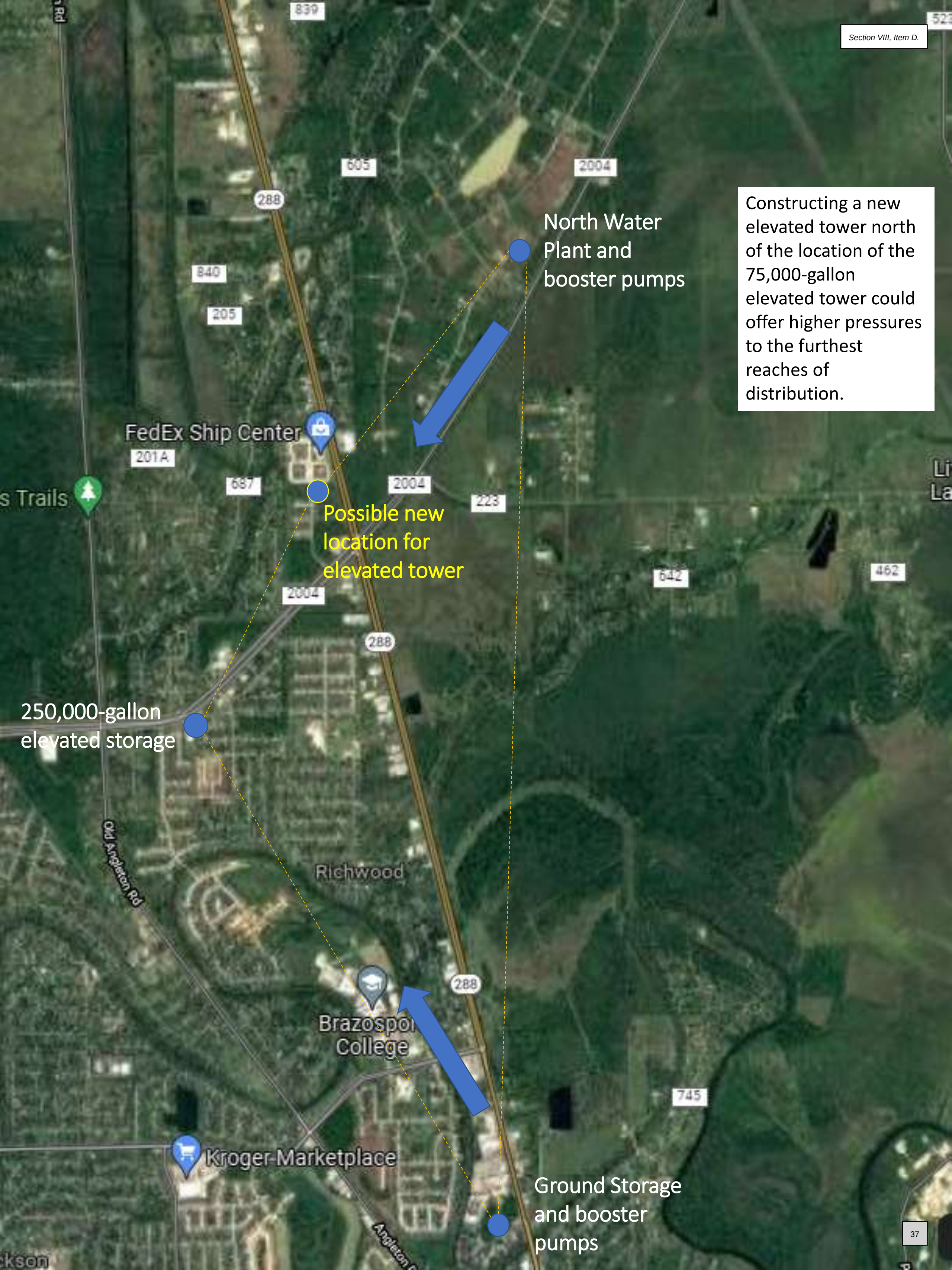
LEGEND

- Hydrant
- Valve
- Well
- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- City Limit
- Parcel
- Other City Limit

FREESE NICHOLS

City of Richwood
TEXAS





North Water
Plant and
booster pumps

Constructing a new elevated tower north of the location of the 75,000-gallon elevated tower could offer higher pressures to the furthest reaches of distribution.

Possible new
location for
elevated tower

250,000-gallon
elevated storage

Ground Storage
and booster
pumps

Storage Capacity

Increase capacity and static pressure of the 250,000-gallon elevated tower by modifying the tower so it is at a higher elevation.



Construct a new elevated tower in place of Richwood's 75,000-gallon elevated tower. The location of this tower is currently unknown as is the necessary capacity.



- Will it be necessary for Richwood to construct elevated towers to achieve higher static water pressures in order to effectively serve water customers in the water system.
 - What additional elevated capacity will be necessary to sustain TCEQ compliance into the future.
 - What location will be best served for new elevated storage in Richwood.
1. Attend kickoff meeting with the City to discuss project objectives and obtain needed information for the project.
 2. Update demand data and growth projections from City-provided information. Update distribution system and water model with North Water Plant improvements.
 3. Review TCEQ's capacity requirements for current, 5-year, and 10-year growth projections. Review with particular attention to elevated storage capacity needs.
 4. Review up to 3 potential sites at 2 elevations (6 alternatives total) to construct an elevated storage tank. The 2 elevations at each site will include an alternative to match overflow elevations with the City's existing elevated tanks and an alternative to raise the elevation of the proposed tank to increase system static pressures by 10 psi.
 5. Review modification alternatives to the City's other elevated tanks and distribution system.
 6. Summarize results in a draft report for the City to review. The report will include the water model results and cost opinions for each alternative.
 7. Review report with City. Finalize report based on feedback from the City.
 8. Attend one council meeting to present report findings and assist the City with addressing questions.

Strand is proposing to provide services for this project on an hourly-rate basis for an estimated fee of \$30,000.



AGENDA MEMORANDUM

CONTACT: CITY MANAGER- ERIC FOERSTER

SUBJECT: CLUTE/RICHWOOD EMS INTERLOCAL AGREEMENT

SUMMARY: Staff is presenting a new Interlocal Agreement for the EMS provided to us by Clute. The new agreement reflects an increase in cost due to do the actual cost of services delivered. The new agreement is for a (2) two-year period with (3) three optional (1) year extensions with a 90 opt out by written notice. There is also a built-in annual compensation check with up to a not to exceed, 5% CPI increase if the cost-of-service delivery warrants.

BACKGROUND INFORMATION:

New agreement which supersedes the 2018 Interlocal Agreement

FISCAL IMPACT:

Old Interlocal Agreement Price: 93,000

New Interlocal Agreement Price: 153,244 (Actual Cost of Service Delivery)

Difference is: 60,244

RECOMMENDATION: Staff recommends continuing EMS service with the City of Clute

CLUTE EMS RICHWOOD RUNS

2018-2019					2019-2020					2020-2021							
MONTH	Cumulative	Other	Richwood City Limits	Richwood ETJ	Total	MONTH	Cumulative	Other	Richwood City Limits	Richwood ETJ	Total	MONTH	Cumulative	Other	Richwood City Limits	Richwood ETJ	Total
OCTOBER	193		41	2	236	OCTOBER	152		14	2	168	OCTOBER	152		20	11	183
NOVEMBER	168		27	6	201	NOVEMBER	174		17	2	193	NOVEMBER	110		20	9	139
DECEMBER	172		21	2	195	DECEMBER	154		20	4	178	DECEMBER	123		25	12	160
JANUARY	163		27	5	195	JANUARY	141		29	6	176	JANUARY	124		21	8	153
FEBRUARY	143		21	4	168	FEBRUARY	120		28	8	156	FEBRUARY	119		15	14	148
MARCH	164		29	9	202	MARCH	118		16	7	141	MARCH	128		22	10	160
APRIL	168		31	5	204	APRIL	106		22	7	135	APRIL	149		19	3	171
MAY	212		17	7	236	MAY	107		19	7	133	MAY	158		26	8	192
JUNE	173		19	9	201	JUNE	104		44	7	155	JUNE	145		32	9	186
JULY	152		28	9	189	JULY	133		31	5	169	JULY	157		30	11	198
AUGUST	173		19	6	198	AUGUST	130		28	8	166	AUGUST	201		41	10	252
SEPTEMBER	166		18	5	189	SEPTEMBER	123		22	16	161	SEPTEMBER	184		31	5	220
YEAR TO DATE	2,047		298	69	2,414	YEAR TO DATE	1,562		290	79	1,931	YEAR TO DATE	1,750		302	110	2,162

Total Annualized Cost of Operations	\$1,582,401.44	Total Annualized Cost of Operations	\$1,347,372.17	Total Annualized Cost of Operations	\$1,566,346.83
Per Call Cost	\$655.51	Per Call Cost	\$697.76	Per Call Cost	\$724.49
Allocated Richwood Cost	\$195,342.02	Allocated Richwood Cost	\$202,350.04	Allocated Richwood Cost	\$218,795.90
Avg. Insurance Adjusted Revenue Pct.	0.24	Avg. Insurance Adjusted Revenue Pct.	0.31	Avg. Insurance Adjusted Revenue Pct.	0.32
Allocated Cost/ Rev. Offset	\$46,882.08	Allocated Cost/ Rev. Offset	\$62,728.51	Allocated Cost/ Rev. Offset	\$70,014.69
Adj. Allocated Cost	\$148,459.93	Adj. Allocated Cost	\$139,621.53	Adj. Allocated Cost	\$148,781.21

Section VIII, Item E.

**Interlocal Agreement for Emergency Medical Services Between
the City of Clute, Texas & the City of Richwood Texas**

This Interlocal Agreement between the City of Clute, Texas and the City of Richwood, Texas for Shared Personnel Resources ("Agreement") is made and entered into as of the ___ day of _____, 2021, by and between the City of Clute, Texas, a home-rule municipality (hereinafter "Clute"), and the City of Richwood, Texas, a home-rule municipality (hereinafter "Richwood").

Whereas, Clute and Richwood are authorized by Chapter 791 of the Texas Government Code to enter into contracts with one another for governmental functions and services; and

Whereas, Richwood sought competitive bids for the provision of Emergency Medical Services (EMS); and

Whereas, Clute EMS a component service of the City of Clute, Texas was selected as the winning bid; and

Whereas, the City Council for both Clute and Richwood find the subject of this Agreement is necessary to preserve the health and welfare of the public, and that each party has the legal authority to enter into this Agreement. Further, both parties have the legal authority to perform the governmental and service functions required by this Agreement; and

Whereas, City Council for both Clute and Richwood find performance under this Agreement is in the common interest of both parties.

AGREEMENT

Now, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

**ARTICLE I
DEFINITIONS**

As used herein, the following words and phrases shall have the following meaning, except where the context clearly indicates a different meaning:

Act or the Act: The Emergency Medical Services Act, codified as VTCA, Health and Safety Code, Chapter 773.

Ambulance: A vehicle used, designed, redesigned or equipped for the purpose of transporting patients.

Clute Service Area: The Territory now or during the existence of this agreement included within the Incorporated Municipal Limits and all other Unincorporated Territory regardless of Extra-Territorial Jurisdiction claims not formally served by EMS provided through the Cities of Angleton, Danbury, Freeport and Lake Jackson EMS.

Department: The Texas Department of Health Services.

Emergency Ambulance Service: The transportation of patients to an Emergency Care Facility.

Emergency Circumstances: Circumstances in which the element of time in expeditiously transporting a patient to the Emergency Care Facility is essential to the health or life of the patient.

Ordinary Ambulance Service: The transportation of patients to locations other than the Emergency Care Facilities of a Hospital or Clinic.

Patient: Any individual that is sick, injured or infirm.

Richwood Service Area: The Territory now or during the existence of this Agreement included within the Incorporated Limits of the City of Richwood, all other Unincorporated Territory regardless of Extra-Territorial Jurisdiction claims not formally served by EMS provided through the Cities of Angleton, Danbury, Freeport and Lake Jackson EMS.

ARTICLE II TERM

The term of this Agreement shall begin on _____, 2021, and shall be in force and effect for two (2) years; with three (3) one-year optional extensions. The Agreement shall continue from this date until December 31, 2023 or on approval by both parties under one year extensions, thereafter unless either party elects to terminate the Agreement by giving at least 90 days advance written notice.

ARTICLE III BASIC OBLIGATIONS OF THE PARTIES

SECTION 3.1: BASIC OBLIGATIONS OF CLUTE

Clute agrees to provide:

1. Emergency Ambulance Service to the City of Richwood and corresponding Richwood Service Area twenty-four (24) hours per day, three-hundred sixty-five (365) days per year. Said Emergency Ambulance Service shall comply with the Act and all administrative regulations issued by the Department. Said service shall be provided to both the Clute Service Area and the Richwood Service Area as received and dispatched on a first come/ first served basis regardless of the origination point of the call for service.
2. A monthly run report showing number of EMS responses within the City limits of Richwood.
3. Responsible, competent, well-trained personnel who are certified by the Texas Department of State Health Services.
4. Facilities and equipment, including, EMS stations, ambulances and other equipment that is in a state of good repair and in compliance with Texas Department of State Health Services regulations.
5. Continuing education to its staff at no charge to the Richwood.

6. Standby, on-site emergency medical services stand-by, with a live ambulance, at no charge for fire and police calls and City events such as, but not limited to, Heart of Christmas 80% of the time.
7. CPR, defibrillator and special first aid training to the Employees of the City of Richwood and Richwood Volunteer Fire Department on an as-needed basis.
8. Reasonable care while operating the ambulances.
9. Quarterly operational reports to Richwood detailing the number and nature of calls made during the period and a description of any unusual or importance incidents.
10. Trained Emergency Medical Technicians and Paramedics with a valid certification from the Texas Department of State Health Services.
11. Maintain a Continuous Quality Improvement program to ensure that all responses are conducted in a manner that provides the residents of Richwood with the highest standard of care.
12. Maintain Insurance coverages for Liabilities related to the operation of Clute EMS, including Workers Compensation Insurance Worker's compensation and liability coverage for all personnel.

SECTION 3.2: BASIC OBLIGATIONS OF RICHWOOD

Richwood agrees that it shall:

1. Not to operate or allow any person or entity other than Clute EMS to operate an Emergency Ambulance Service within the Richwood Service Area.
2. Adopt any Ordinance necessary to prohibit any entity or person other than Clute EMS from operating Emergency Ambulance Services within the Richwood Service Area except under exigent circumstance requiring Clute EMS to seek external assistance through Mutual Aid Agreements with other providers.
3. Ensure that all calls for Emergency Ambulance Service received by its employees or agents shall be referred to Clute EMS.
4. Ensure that Clute EMS shall also have the non-exclusive right to provide Non-emergency Ambulance Service within the Richwood Service Area.
5. Compensate Clute EMS for fuel, communication equipment and operating expenses that impacts service within the City limits of Richwood. In Fiscal Year 2022, said compensation shall be at a base cost of \$153,244 to be paid quarterly at a sum of \$38,311. The parties agree that the Cost of Service shall be reviewed annually, and compensation may increase accordingly, but that in no case shall such an increase total more than 5% above CPI in any year.
6. The Richwood Police Department via Lake Jackson Police Department will be the primary dispatch center for all calls and Clute EMS will respond by Lake Jackson Police department fielding the 911 call then transferring it to the Clute Police Department

Dispatch Center, however, if the call is in an area outside the City, additional information needed or additional requests should be made through the Brazoria County Dispatch Center.

7. Documentation and CAD reports of EMS responses dispatched by Richwood Police Department via Lake Jackson Police Dispatch.

ARTICLE IV PATIENT BILLING AND PAYMENTS

SECTION 4.1: BILLING BY CLUTE

Clute shall have the right to bill any insurance carrier, insurance company, Medicare, Medicaid or other Patient financial coverage system which is obligated to pay for providing Emergency Ambulance Service or Ordinary Ambulance Service to any inhabitant or business within the Richwood Serve Area and retain all funds received from such billing. Said receipts shall be in addition to and not in lieu of Richwood's payments described in Section 3.2, Item 5 of this Agreement.

This provision DOES NOT ALLOW Clute to bill any inhabitants or businesses in the Richwood Service Area any amount in excess of that paid to Clute by any insurance carrier, insurance company, Medicare, Medicaid or other Patient financial coverage system.

SECTION 4.2: BILLING BY RICHWOOD

Richwood shall have the right to seek reimbursement for some or all of the sums paid to Clute under Section 3.2 of this Agreement by billing its inhabitants and businesses and/or the customers of its Water and Wastewater utilities on a voluntary or involuntary basis for Emergency Ambulance Service provided by Clute.

ARTICLE V TERMINATION

Either Party may terminate this Agreement on May 31 of any given year after the initial term of this Agreement has expired on ninety (60) days written notice. Further either Party may terminate this Agreement on ninety (90) written notice following action by the respective City's City Council during a properly noticed Meeting as required under Chapter 551 of the Texas Government Code.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. **Non-Discrimination.** Parties under this Agreement do not discriminate in opportunities or practices because of race, color, religion, sex, national origin, age or disability. Each party will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.
2. **Force Majeure.** Neither party shall be deemed in violation of this Agreement if it cannot perform any of the obligations herein listed by reason of personnel strikes, boycotts, labor disputes, embargoes, act of God, acts of the Public Enemy, acts of superior

Governmental Authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible, or which is not within its control.

3. Non-Solicitation Obligation. Parties shall not solicit, induce, or attempt to induce any shared personnel to leave their employment to work for the other party in the same or similar capacity.
4. Governing Law: As this Agreement is fully performable in Brazoria County, Texas, any venue for dispute arising out of this Agreement shall be in state district court in Brazoria County, Texas.
5. Notices. Any notice required or permitted to be given under this Agreement must be in writing and shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Richwood:

City of Richwood
Attn: Eric Foerster
1800 Brazosport Blvd
Richwood, TX 77531

With Copy to:

The Cordoba Law Firm, PLLC
Attn: Jason M. Cordoba
85 Oak Drive, Suite 102
Lake Jackson, Texas 77566

If to Clute:

City of Clute
Attn: CJ Snipes
108 E Main St
Clute, Texas 77531

With Copy to:

Duncan Law Firm
Attn: Chris Duncan
104 West Myrtle, Suite 218
Angleton, Texas 77515

Each of the parties shall have the right, from time to time, to change their respective addresses, and each shall have the right to specify as their address by delivering to the other party five (5) business days' prior written notice of such new address.

6. Prior Agreement. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective and the parties specifically disclaim reliance on same in entering into this Agreement.
7. Severability. In the event any section or provision of this Agreement is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any is hereby declared to be severable from the remaining sections and provisions of this Agreement and such remaining sections and provisions shall remain in full force and effect.

8. No Third-Party Beneficiaries. This Agreement is entered solely by and between and may be enforced only by and among the Parties. This Agreement shall not be deemed to create any rights in or obligations to any third parties.
9. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of each party and approved by the governing bodies of the respective parties hereto.
10. Modification and Waiver. No waiver of any right set forth in this Agreement shall be binding upon a party unless in writing signed by such party. No waiver of any provision of this Agreement shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express written waiver shall affect any provision other than the one specified in such waiver, and only for the time and in the manner specifically stated.
11. No Joint Enterprise. This Agreement is not intended to, and shall not be constructed to create any joint enterprise between or among the Parties.
12. Governing Law. This Agreement shall be governed by and construed according to the Laws of the State of Texas. Venue for any action arising under this Agreement shall be in state district court in Brazoria County, Texas.
13. Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.
14. Authority to Bind. The individuals signing this Agreement on behalf of the Parties represent and warrant they are empowered and duly authorized to bind the Parties to this Agreement according to its terms.

Mutually agreed and executed this _____ day of _____, 2021.

The Honorable Calvin Shiflet, Mayor
City of Clute, Texas

The Honorable Steve Boykin, Mayor
City of Richwood, Texas

ATTEST:

Rosie Poitevint, City Clerk

Kirsten Garcia, City Secretary

**Interlocal Agreement for Emergency Medical Services Between
the City of Clute, Texas & the City of Richwood Texas**

This Interlocal Agreement between the City of Clute, Texas and the City of Richwood, Texas for Shared Personnel Resources ("Agreement") is made and entered into as of the 1st day of October, 2018, by and between the City of Clute, Texas, a home-rule municipality (hereinafter "Clute"), and the City of Richwood, Texas, a home-rule municipality (hereinafter "Richwood").

Whereas, Clute and Richwood are authorized by Chapter 791 of the Texas Government Code to enter into contracts with one another for governmental functions and services; and

Whereas, Richwood sought competitive bids for the provision of Emergency Medical Services (EMS); and

Whereas, Clute EMS a component service of the City of Clute, Texas was selected as the winning bid; and

Whereas, the City Council for both Clute and Richwood find the subject of this Agreement is necessary to preserve the health and welfare of the public, and that each party has the legal authority to enter into this Agreement. Further, both parties have the legal authority to perform the governmental and service functions required by this Agreement; and

Whereas, City Council for both Clute and Richwood find performance under this Agreement is in the common interest of both parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

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DEFINITIONS**

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ARTICLE II

TERM

The term of this Agreement shall begin on October 1, 2018, and shall be in force and effect for two (2) years; with three (3) one-year optional extensions. The Agreement shall continue from this date until September 30, 2020 or on approval by both parties under one year extensions, thereafter unless either party elects to terminate the Agreement by giving at least 90 days advance written notice.

ARTICLE III

BASIC OBLIGATIONS OF THE PARTIES

SECTION 3.1: BASIC OBLIGATIONS OF CLUTE

Clute agrees to provide:

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2. A monthly run report showing number of EMS responses within the City limits of Richwood.
3. Responsible, competent, well-trained personnel who are certified by the Texas Department of State Health Services.
4. Facilities and equipment, including, EMS stations, ambulances and other equipment that is in a state of good repair and in compliance with Texas Department of State Health Services regulations.
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8. Reasonable care while operating the ambulances.
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11. Maintain a Continuous Quality Improvement program to ensure that all responses are conducted in a manner that provides the residents of Richwood with the highest standard of care.
12. Maintain Insurance coverages for Liabilities related to the operation of Clute EMS, including Workers Compensation Insurance Worker's compensation and liability coverage for all personnel.

SECTION 3.2: BASIC OBLIGATIONS OF RICHWOOD

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3. Ensure that all calls for Emergency Ambulance Service received by its employees or agents shall be referred to Clute EMS.
4. Ensure that Clute EMS shall also have the non-exclusive right to provide Non-emergency Ambulance Service within the Richwood Service Area.
5. Compensate Clute EMS for fuel, communication equipment and operating expenses that impacts service within the City limits of Richwood. In Fiscal Year 2019, said compensation shall be at a base cost of \$93,000 to be paid quarterly at a sum of \$23,250. The parties agree that the Cost of Service shall be reviewed annually, and compensation may increase accordingly, but that in no case shall such an increase total more than ____% in any year.
6. The Richwood Police Department via Lake Jackson Police Department will be the primary dispatch center for all calls and Clute EMS will respond by Lake Jackson Police department fielding the 911 call then transferring it to the Clute Police Department

Dispatch Center, however, If the call is in an area outside the City, additional information needed or additional requests should be made through the Brazoria County Dispatch Center.

7. Documentation and CAD reports of EMS responses dispatched by Richwood Police Department via Lake Jackson Police Dispatch.

ARTICLE IV PATIENT BILLING AND PAYMENTS

SECTION 4.1: BILLING BY CLUTE

Clute shall have the right to bill any insurance carrier, insurance company, Medicare, Medicaid or other Patient financial coverage system which is obligated to pay for providing Emergency Ambulance Service or Ordinary Ambulance Service to any inhabitant or business within the Richwood Serve Area and retain all funds received from such billing. Said receipts shall be in addition to and not in lieu of Richwood's payments described in Section 3.2, Item 5 of this Agreement.

This provision DOES NOT ALLOW Clute to bill any inhabitants or businesses in the Richwood Service Area any amount in excess of that paid to Clute by any insurance carrier, insurance company, Medicare, Medicaid or other Patient financial coverage system.

SECTION 4.2: BILLING BY RICHWOOD

Richwood shall have the right to seek reimbursement for some or all of the sums paid to Clute under Section 3.2 of this Agreement by billing its inhabitants and businesses and/or the customers of its Water and Waste Water utilities on a voluntary or involuntary basis for Emergency Ambulance Service provided by Clute.

ARTICLE V TERMINATION

Either Party may terminate this Agreement on May 31 of any given year after the initial term of this Agreement has expired on ninety (60) days written notice. Further either Party may terminate this Agreement on ninety (90) written notice following action by the respective City's City Council during a properly noticed Meeting as required under Chapter 551 of the Texas Government Code.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. **Non-Discrimination.** Parties under this Agreement do not discriminate in opportunities or practices because of race, color, religion, sex, national origin, age or disability. Each party will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.
2. **Force Majeure.** Neither party shall be deemed in violation of this Agreement if it cannot perform any of the obligations herein listed by reason of personnel strikes, boycotts, labor disputes, embargoes, act of God, acts of the Public Enemy, acts of superior

Governmental Authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible, or which is not within its control.

3. Non-Solicitation Obligation. Parties shall not solicit, induce, or attempt to induce any shared personnel to leave their employment to work for the other party in the same or similar capacity.
4. Governing Law: As this Agreement is fully performable in Brazoria County, Texas, any venue for dispute arising out of this Agreement shall be in state district court in Brazoria County, Texas.
5. Notices. Any notice required or permitted to be given under this Agreement must be in writing and shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Richwood:	City of Richwood Attn: Michael Coon 1800 Brazosport Blvd Richwood, TX 77531
With Copy to:	The Cordoba Law Firm, PLLC Attn: Jason M. Cordoba 85 Oak Drive, Suite 102 Lake Jackson, Texas 77566
If to Clute:	City of Clute Attn: CJ Snipes 108 E Main St Clute, Texas 77531
With Copy to:	Duncan Law Firm Attn: Chris Duncan 104 West Myrtle, Suite 218 Angleton, Texas 77515

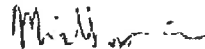
Each of the parties shall have the right, from time to time, to change their respective addresses, and each shall have the right to specify as their address by delivering to the other party five (5) business days' prior written notice of such new address.

6. Prior Agreement. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective and the parties specifically disclaim reliance on same in entering into this Agreement.
7. Severability. In the event any section or provision of this Agreement is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any is hereby declared to be severable from the remaining sections and provisions of this Agreement and such remaining sections and provisions shall remain in full force and effect.

8. ~~No Third-Party Beneficiaries.~~ This Agreement is entered solely by and between, and may be enforced only by and among the Parties. This Agreement shall not be deemed to create any rights in or obligations to any third parties.
9. ~~Amendments.~~ This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of each party and approved by the governing bodies of the respective parties hereto.
10. ~~Modification and Waiver.~~ No waiver of any right set forth in this Agreement shall be binding upon a party unless in writing signed by such party. No waiver of any provision of this Agreement shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express written waiver shall affect any provision other than the one specified in such waiver, and only for the time and in the manner specifically stated.
11. ~~No Joint Enterprise.~~ This Agreement is not intended to, and shall not be constructed to create any joint enterprise between or among the Parties.
12. ~~Governing Law.~~ This Agreement shall be governed by and construed according to the Laws of the State of Texas. Venue for any action arising under this Agreement shall be in state district court in Brazoria County, Texas.
13. ~~Open Meetings Act.~~ The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.
14. ~~Authority to Bind.~~ The individuals signing this Agreement on behalf of the Parties represent and warrant they are empowered and duly authorized to bind the Parties to this Agreement according to its terms.

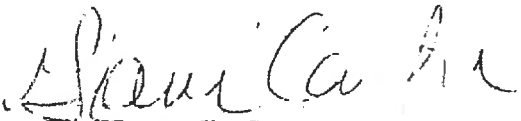
Mutually agreed and executed this ~~1st~~ day of February, 2019.


The Honorable Calvin Shiflet, Mayor
City of Clute, Texas


Michael Coon, City Manager
City of Richwood, Texas

ATTEST:


Rosie Poitevint, City Clerk


Giani Cantu, City Secretary

ORDINANCE 21-484

AN ORDINANCE AMENDING CHAPTER 20 TRAFFIC AND VEHICLES OF THE CITY OF RICHWOOD CODE OF ORDINANCES TO CHANGE TIMES REGARDING THE ONE-WAY TRAFFIC FLOW ON AUDUBON WOODS DRIVE; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith SHALL BE REPEALED TO THE EXTENT OF THE CONFLICT ONLY; PROVIDING FOR A PENALTY; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Richwood adopted Ordinance 367 enacting a Master Traffic Plan on July 16, 2011;

WHEREAS, the school zone times have changed temporarily due to global pandemic, COVID-19, and will most likely change again in the future;

WHEREAS, the City Council of the City of Richwood wishes to amend Section 20-121(a); Section 20-124 and Section 20-130 of Chapter 20 Traffic and Vehicles.

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

Section 3: That section 20-130 - One-way traffic is hereby amended to read as follows:

Audubon Woods Drive is a one-way street going northbound from North Mahan to Wisteria for one hour prior to the start of the school day, an hour prior to the release of students in the afternoon and for thirty minutes after the release of students at the end of the school day. Monday through Friday on school days only, as per official school calendar.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 5: A violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Section 1-6 of the Code of Ordinances of the City of Richwood.

Section 6: 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 7: The City Secretary shall publish the caption of this ordinance within ten (10) days of the final passage in the official newspaper of the City. This ordinance shall take effect immediately after adoption.

PASSED AND ADOPTED on this 13th day of December, 2021.

ATTEST:

**KIRSTEN GARCIA
CITY SECRETARY**

**STEVE BOYKIN
MAYOR**

APPROVED AS TO LEGALITY:

**MATT ALLEN
CITY ATTORNEY**