

City of Richwood — TEXAS —

CITY COUNCIL MEETING AGENDA

Monday, June 10, 2024 at 6:20 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, June 10, 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
- II. ROLL CALL OF COUNCIL MEMBERS
- III. PUBLIC COMMENTS
- IV. DISCUSSION AND ACTION ITEMS
 - [A.](#) Final review and action on re-plot of lots 90A, Block 1, of Replat of Lots 90 and 91, Block 1, of Oakwood Shores Subdivision Section 1.
 - [B.](#) Capital Improvement Advisory Committee presentation.
 - [C.](#) Discussion and consider appointment of Capital Improvement Advisory Committee volunteer member.
 - [D.](#) Discussion regarding GIS mapping system.
 - [E.](#) Discuss and consider adopting Ordinance 516, amending Section 6-4 burning within the city limits.
 - [F.](#) Discuss and consider requalification for CDBG, HOME, and ESG grant programs.
 - [G.](#) Discussion and possible action regarding maintenance of TXDOT medians and right of ways.
- V. EXECUTIVE SESSION

Pursuant to Chapter 551.072, Deliberation regarding purchase, exchange, lease or value of real property:

 - [1.](#) Abatement Issues
- VI. ACTION AS A RESULT OF EXECUTIVE SESSION
- 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 June7, 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



1800 Brazosport Blvd
Richwood, TX 77531
(979)265-2082 (979)265-7345 (fax)

APPLICATION FOR REPLAT REQUEST

PLEASE NOTE: The following questions must be answered completely. If additional space is needed, attach extra pages to the application. Contact the City of Richwood at (979) 265-2082 for clarification of terms or for specific zone district requirements.

DATA ON APPLICANT AND OWNER:

Name: James R. Geltemeyer Date: 04/12/2024

Address: 203 Roseheart - San Antonio, TX 78259-2377

Home Phone: _____ Business Phone: (210) 323-9928

SUBJECT PROPERTY:

Address of property in question: 32710 Bayou Bend - Richwood, TX 77531

Legal Description of property: Lot 90A, Block 1, of Replat of Lots 90 and 91, Block 1, of Oakwood Shores Subdivision Section 1, Brazoria County, TX

Current Zone: 2/24/23 PPP

Zone being requested: 2/24/23 PPP

PURPOSE OF THE REPLAT (be specific): Originally, the property was platted as 2 lots, 90 and

91. The previous owner re-platted the two (2) lots into 1, being Lot 90A. I would like to re-plat the

1 lot, 90A, back into two (2) lots being Lots 90 and 91.

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge and belief. I also hereby give permission for the members of the City of Richwood Planning and Zoning and City Staff to access the property in question for the purpose of gathering information to make an informed decision on this request.

James R. Geltemeyer

Name of Applicant

James R. Geltemeyer

Signature of Applicant

04/12/2024

Date

IMPORTANT:

A drawing, including all dimensions and structures, must be attached along with the applicable fee, to be considered. Failure to include both will result in automatic denial of application.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I, JAMES R. GELTEMEYER, OWNER OF LOT 90A, OF THE REPLAT OF LOTS 90 AND 91, BLOCK 1 OF THE OAKWOOD SHORES SUBDIVISION, SECTION 1, AS RECORDED IN CLERK'S FILE NO. 2021018070 OF THE BRAZORIA COUNTY PLAT RECORDS, IN THE JARED E. GROCE SURVEY, ABSTRACT 66, BRAZORIA COUNTY AND BEING THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING REPLAT OF LOT 90A, BLOCK 1 AND DO HEREBY DEDICATE TO THE PUBLIC USE, ALL STREETS, EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON, FOR THEIR USE FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS OR ALLEYS, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE OF THE LAND SO DEDICATED.

WITNESS MY HAND IN _____ COUNTY, TEXAS, THIS THE ____ DAY OF _____, 2024.

JAMES R. GELTEMEYER

NOTARY PUBLIC STATE OF TEXAS COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, JAMES R. GELTEMEYER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2024.

NOTARY PUBLIC BRAZORIA COUNTY, TEXAS DATE

VELASCO DRAINAGE DISTRICT

VELASCO DRAINAGE DISTRICT ACCEPTED THIS THE ____ DAY OF _____, 2024. THE BOARD OF SUPERVISORS OF THE VELASCO DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

- 1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF VELASCO DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE VELASCO DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION, OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE OF THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR IT'S PRINCIPALS AND AGENTS.

STUART HERBST - CHAIRMAN (AREA 3) WILL J. BROOKS - VICE CHAIRMAN (AREA 1)

BILLY P. CRAIN - SECRETARY (AREA 2)

ALL THAT CERTAIN 2.185 ACRES of land being composed of Lot 90 and Lot 91, Block 1 of Oakwood Shores, Section 1 as recorded in County Clerk's File 2008019216 of the Brazoria County Plat Records and being that same Lot 90A, Block 1 of the Replat of Lots 90 & 91 of Oakwood Shores Subdivision, Section 1 as recorded in County Clerk's File 2021018070 of the Brazoria County Plat Records and conveyed to James R. Geltemeyer in County Clerk's File 2024007772 of the Brazoria County Official Records and situated in the Jared E. Groce Survey, Abstract 66, Brazoria County Texas and being more particularly described by metes and bounds, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and the distances are surface level horizontal lengths as follows:

BEGINNING at a found 5/8" iron rod with survey cap in the west right-of-way line of Bayou Bend (70' wide right-of-way) and marking the northeast corner of the aforementioned Lot 90, same being the northeast corner of said Lot 90A, same being the southeast corner of Lot 89, Block 1 of said Oakwood Shores Subdivision, Section 1;

THENCE along the west right-of-way of Bayou Bend, same being the east line of said Lot 90, same being the east line of said Lot 90A, along a curve to the left have a radius of 535.00 feet and central angle of 16°17'34" at an arc length of 76.06 feet pass a found 5/8" iron rod marking the northeast corner of the aforementioned Lot 91, and continue to a total arc length of 152.12 feet to a found 5/8" iron rod for corner marking the northeast corner of Lot 92, Block 1 of said Oakwood Shores Subdivision, Section 1;

THENCE North 85°36'30" West, coincident with the south line of said Lot 91, same being the south line of said 90A, same being the north line of said Lot 92, at a distance of 423.60 feet pass a found 5/8" iron rod for reference and continue to a total distance of 461.53 feet to a point for corner at the water's edge of Bastrop Bayou;

THENCE North 17°32'18" East, along the water's edge of Bastrop Bayou, same being the west line of said Lot 91, same being the west line of said Lot 90A, at a distance of 141.75 feet pass a point marking the southwest corner of said Lot 90 and continue to a total distance of 279.99 feet to a point for corner marking the southwest corner of the aforementioned Lot 89;

THENCE South 69°18'58" East, coincident with the north line of said Lot 90, same being the north line of said Lot 90A, same being the south line of said Lot 89, at a distance of 50.94 feet pass a found 5/8" iron rod for reference and continue to a total distance of 436.87 feet to the POINT OF BEGINNING, containing 2.185 acres of land, more or less.

CITY COUNCIL

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING REPLAT OF LOT 90A, BLOCK 1, OF THE OAKWOOD SHORES WAS APPROVED THIS THE ____ DAY OF _____, 20____, BY THE CITY COUNCIL OF RICHWOOD.

MAYOR

SAID SUBDIVISION SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES OF THE CITY OF RICHWOOD, TEXAS.

WITNESS MY HAND THIS THE ____ DAY OF _____, 20____.

CITY SECRETARY

CITY PLANNING COMMISSION

I HEREBY CERTIFY THAT THE ABOVE AN FOREGOING REPLAT OF LOT 90A, BLOCK 1, OAKWOOD SHORES WAS APPROVED THIS THE ____ DAY OF _____, 20____, BY THE CITY PLANNING COMMISSION OF RICHWOOD.

CHAIRMAN

WITNESS MY HAND THIS THE ____ DAY OF _____, 20____.

CITY SECRETARY

SURVEYOR:

DOYLE & WACHTSTETTER, INC. 131 COMMERCE STREET CLUTE, TEXAS 77531 (979) 265-3622

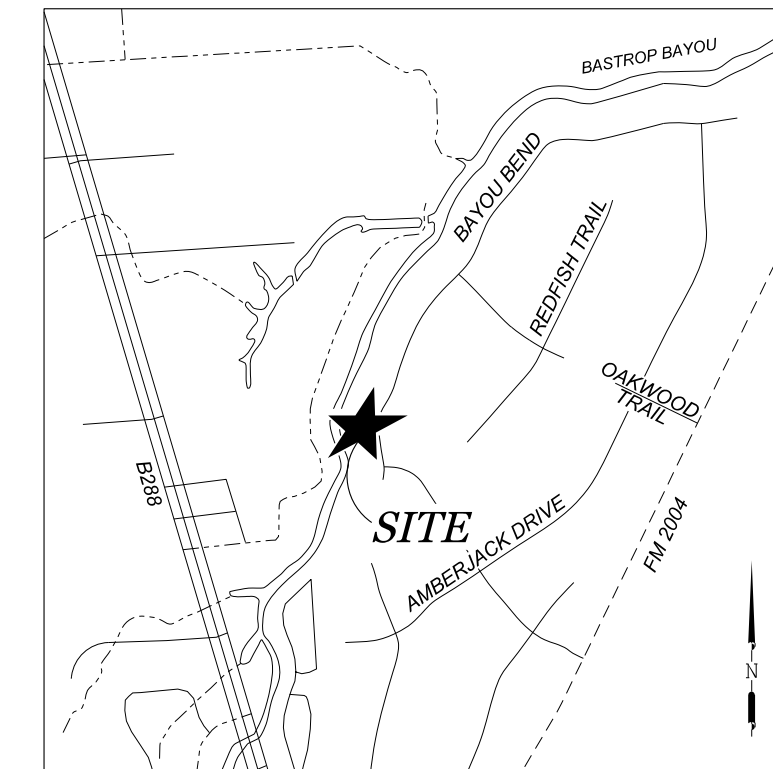
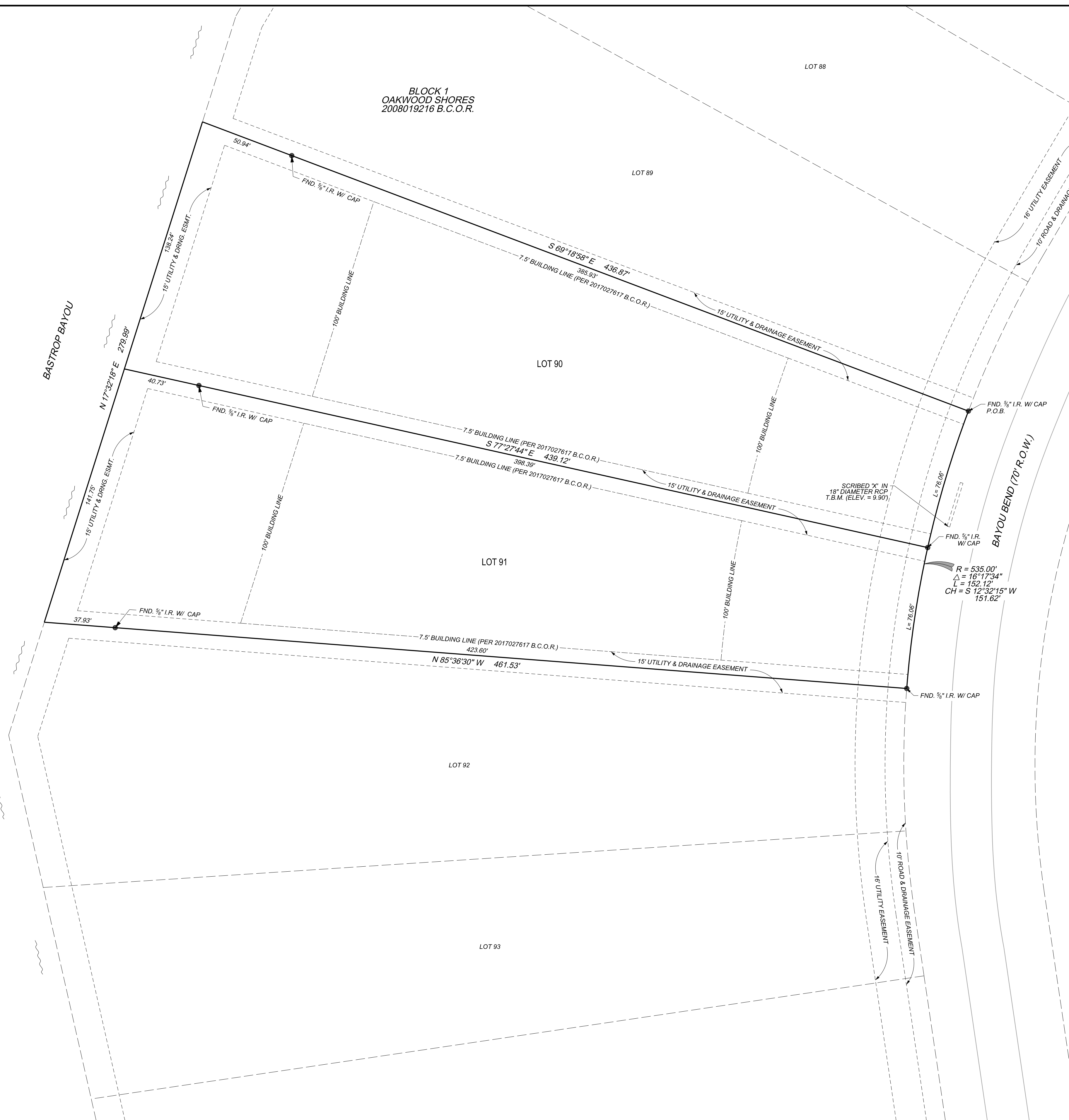
OWNER:

JAMES R. GELTEMEYER 203 ROSEHEART SAN ANTONIO, TEXAS 78259 (210) 323-9928

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

CHRISTOPHER C. WACHTSTETTER REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS REGISTRATION NUMBER 6587



VICINITY MAP N.T.S.

GENERAL NOTES:

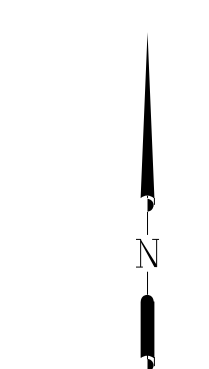
- 1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL SURFACE LEVEL LENGTHS. (S.F. = 0.999871681)
3. THE SUBJECT TRACT IS LOCATED WITHIN THE LIMITS OF ZONE 'AE', SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION DETERMINED TO BE 12 FEET AS SHOWN ON FLOOD INSURANCE MAP NUMBER 48039C0610K, DATED: DECEMBER 30, 2020.
4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM STEWART TITLE GUARANTY COMPANY, FILE NO.: 2239459, DATED: FEBRUARY 23, 2024 FOR ALL ITEMS OF RECORD.
5. ALL ELEVATIONS ARE RELATIVE TO THE NATIONAL GEODETIC SURVEY, NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) AND REFERENCED TO N.G.S. MONUMENT 'HCCSD 79' AT ELEVATION = 102.6 FEET.
6. BENCHMARK: SCRIBED AN 'X' ON TOP OF AN 18" DIAMETER RCP NEAR THE SOUTHEAST CORNER OF LOT 90 AT ELEVATION 9.90 FEET.
7. THE EASEMENTS AND BUILDING LINES SHOWN HEREON ARE AS THEY APPEAR ON THE PLAT OF OAKWOOD SHORES, AS RECORDED IN CLERK'S FILE NO. 2008019216 B.C.O.R., HOWEVER, THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, BUILDING LINES, RESTRICTIONS AND COVENANTS DEFINED IN CLERK'S FILE NO. 2008023001, 2009038879, 2010029285, 2011041607, 2013032347, 2013038295, 2013061375, 2015014190, 2017005320, 2018004233, 2019016322, 2019016334, 2021060370, 2022011271, 2022011779, 2022054032 AND 2023023588 B.C.O.R.
8. THIS PROPERTY IS SUBJECT TO A 30 FOOT UNOBSTRUCTED AERIAL EASEMENT DEDICATED ALONG ALL 15 DRAINAGE AND UTILITY EASEMENTS AND EXTENDING HORIZONTALLY 15 FEET EACH SIDE OF THE LOT LINE FROM A PLANE 16 FEET ABOVE THE GROUND LEVEL UPWARD WHEREBY THE AERIAL EASEMENTS TOTAL 30 FEET IN WIDTH, AS RECORDED IN CLERK'S FILE NO. 2008019216 B.C.O.R.
9. THIS PROPERTY IS SUBJECT TO A 5 FOOT 6 INCH AERIAL EASEMENT EXTENDING HORIZONTALLY FOR 16 FOOT PERMETER GROUND EASEMENTS, FROM A PLANE 16 FEET ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (I.E. AND A.E.), AS RECORDED IN CLERK'S FILE NO. 2008019216 B.C.O.R.
10. THIS PROPERTY MAY BE SUBJECT TO THE AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE RECORDED IN CLERK'S FILE NO. 2009031919 B.C.O.R.
11. THERE IS NO PHYSICAL EVIDENCE OF ANY PIPELINE OR PIPELINE EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT.
12. PER THE PLAT OF OAKWOOD SHORES, AS RECORDED IN CLERK'S FILE 2008019216 B.C.O.R., INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR THE PERMITTING OF ON-SITE SEWAGE FACILITY FOR SEWAGE DISPOSAL, INDIVIDUAL ON-SITE SEWAGE FACILITY SYSTEM SELECTION WILL BE MADE IN CONJUNCTION WITH THE SITE EVALUATION IN ACCORDANCE WITH TITLE 30, TEXAS ADMINISTRATIVE CODE, CHAPTER 285, ON-SITE SEWAGE FACILITIES.
13. ALL DRAINAGE AND MAINTENANCE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS, TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
14. ALL DRAINAGE FACILITIES WITHIN DRAINAGE AND DETENTION EASEMENTS AND RESERVES SHOWN ON THIS PLAT WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND/OR ADJACENT LOT OWNERS, HOWEVER, ANY GOVERNMENTAL ENTITY MAY ENTER ONTO THE EASEMENTS TO MAINTAIN THESE DRAINAGE FACILITIES IF NECESSARY.
15. THE PURPOSE OF THIS PLAT IS TO RECONFIGURE LOT 90A BACK TO THE ORIGINAL LOTS 90 AND 91, BLOCK 1, BEING THOSE SAME LOTS AS SHOWN ON THE FINAL PLAT OF OAKWOOD SHORES AS RECORDED IN CLERK'S FILE NO. 2008019216 B.C.P.R.

REPLAT OF LOT 90A, BLOCK 1 OF THE REPLAT OF LOTS 90 & 91, BLOCK 1 OF OAKWOOD SHORES SUBDIVISION, SECTION 1

AS RECORDED IN CLERK'S FILE NO. 2021018070

OF THE BRAZORIA COUNTY PLAT RECORDS IN THE JARED E. GROCE SURVEY ABSTRACT 66 CITY OF RICHWOOD BRAZORIA COUNTY, TEXAS

APRIL 2024



Doyle & Wachtstetter, Inc. Surveying and Mapping GPS/GIS OFFICE: 979.265.3622 FIRM: 1002490 FAX: 979.265.9940



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: CIAC/CIP PRESENTATION

SUMMARY:

The CIAC/CIP Presentation is to provide Council with a comprehensive overview of the existing Capital Improvement Plan as well as the existence and purpose of the Capital Improvement Advisory Committee.

BACKGROUND INFORMATION:

With the current review of Richwood's Impact Fee Schedule in progress, Richwood must reenact the CIAC according to Local Government Code. Richwood's CIAC is an extension of the Planning and Zoning Committee. The CIAC is required to meet twice annually to review and discuss existing land use assumptions and the CIP.

Presenting an overview of the 2018 established land use assumptions and CIP allows staff to offer the current City Council a view into the methodology of the previous City Council that was responsible for the initial implementation of Richwood's Impact Fee Schedule.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

CIAC (Capital Improvement Advisory Committee)

CIP (Capital Improvement Plan)

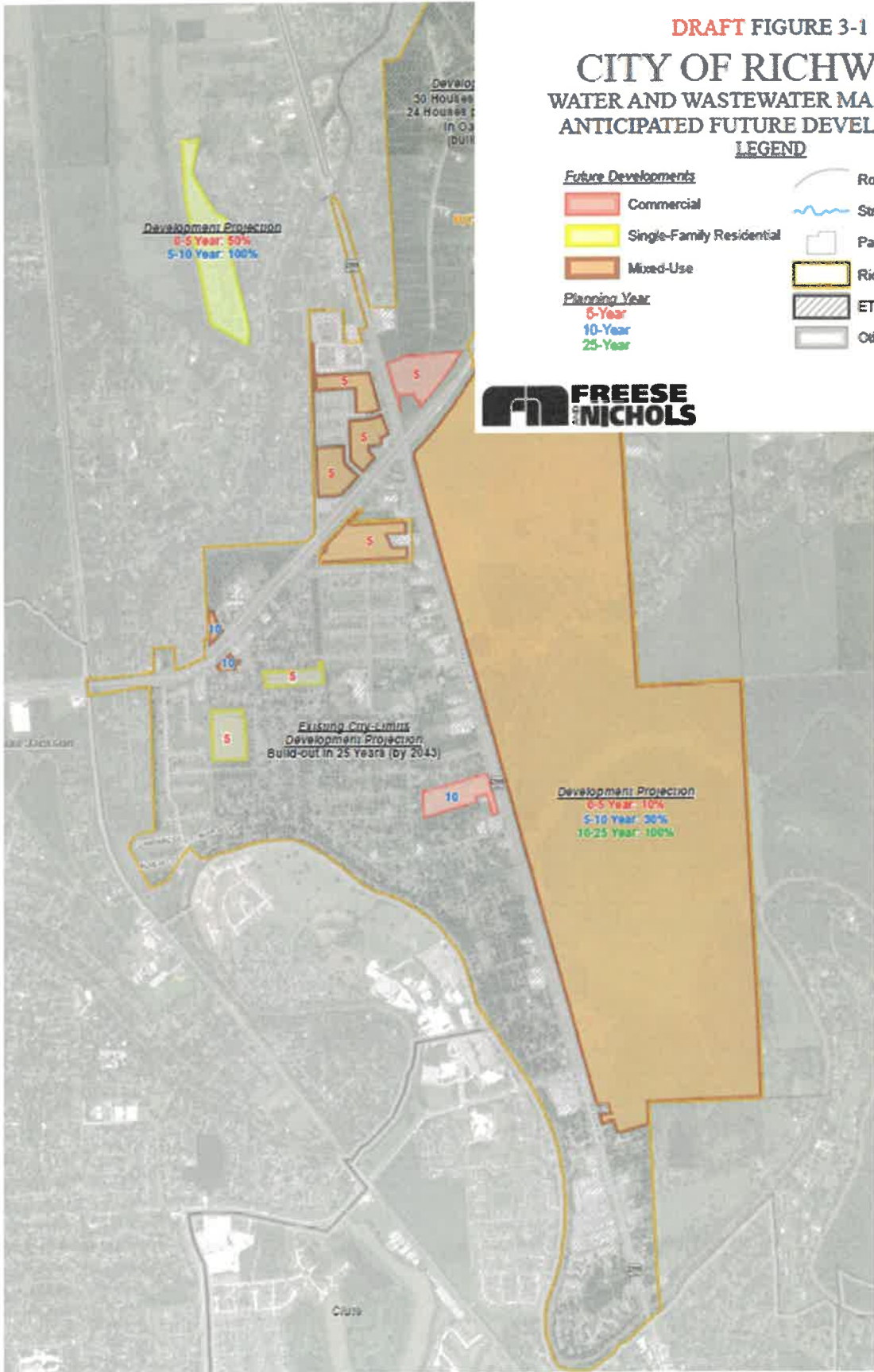
A CIAC is formed and implemented to establish and regularly review land use assumptions, and CIPs for the sole purpose of development and implementation of an impact fee schedule.

The initial proposal to develop an impact fee schedule was initiated by Richwood staff in 2017. The impact fee schedule was developed on the cusp of Richwood being required to expand upon existing water and wastewater infrastructure to accommodate a growing population. Another reason for the implementation of impact fees was due to Councils' discontent for Richwood residents having to bear the full financial burden of infrastructure upgrades due solely to new development. Impact fees can be applicable to several types of infrastructure, but Richwood's impact fees are only established to serve water and wastewater infrastructure upgrades.

A Capital Improvement Plan as well as Land Use Assumptions play a large role in the determining of a potential impact fee schedule. Any individual fee is based on water meter and sewer service size. In instances where property is being developed, the impact fee itself might not be applicable depending on any obligation of infrastructure construction the Council wishes the developer to be responsible for.

Not all capital improvements identified within the CIP are eligible to be funded using impact fee revenue. Only projects that are due to future development of existing platted properties within the city or properties that could be developed in the future and have been identified within the land use assumptions.

DRAFT FIGURE 3-1
CITY OF RICHWOOD
WATER AND WASTEWATER MASTER PLAN
ANTICIPATED FUTURE DEVELOPMENTS



3.0 POPULATION AND LAND USE ASSUMPTIONS

Population and projected land use are important elements in the analysis of water distribution and wastewater collection systems. Water demands and wastewater loads are dependent on the residential population and commercial development served by the system and affect the sizing and location of system infrastructure. An analysis of historical and projected populations and developments provides the basis for future water demands and wastewater flows. FNI worked with City staff to develop population projections and land use assumptions for the City of Richwood. These assumptions were utilized throughout this water and wastewater master plan study.

3.1 EXISTING SERVICE AREA

The City’s water distribution system extends to the southern City limits and includes the Oakwood Shores subdivision to the north. The wastewater service area excludes Oakwood Shores.

3.2 PROJECTED DEVELOPMENTS AND LAND USE

The City is anticipating future developments to the northwest of the City, east of SH 288B, and at various locations within the City as shown on **Figure 3-1**. The City is planning to provide water and wastewater services to these future developments. Richwood’s existing land use is shown on **Figure 3-2**. Existing land use in Richwood includes the following categories:

- Single-Family Residential
- Multi-Family Residential
- Commercial
- Institutional
- City Owned
- Parks

FNI worked with City staff to identify projected changes to existing land use and future land use for the developments identified in **Figure 3-1**. The future land use assumptions include a Mixed Use category and are also shown on **Figure 3-2**.

Table 3-1: Historical Population

Year	Population	Average Annual Growth Rate
2010 ⁽¹⁾	3,510	
2011 ⁽³⁾	3,540	0.9%
2012 ⁽³⁾	3,571	0.9%
2013 ⁽²⁾	3,602	0.9%
2014 ⁽²⁾	3,807	5.7%
2015 ⁽²⁾	4,002	5.1%
2016 ⁽²⁾	4,207	5.1%
2017 ⁽²⁾	5,556	32.1%
2018 ⁽²⁾	5,651	1.7%
Average		6.5%

(1) From US Census
 (2) Data from City for July of respective year
 (3) Estimated assuming steady 0.9% growth rate between 2011 and 2013



In order to address existing issues in Oakwood Shores and serve the City’s projected 25-year growth, the City of Richwood should do the following:

- Construct a new water plant in Oakwood Shores
- Increase available fire flow by upsizing water lines and looping dead-end water lines
- Add additional storage, pumping, and supply to meet TCEQ requirements

Specific capital improvement projects to accomplish the above are discussed in detail in Section 7.0.

7.0 WATER SYSTEM CAPITAL IMPROVEMENTS PLAN

A water system capital improvements plan (CIP) was developed for the City of Richwood to promote an increased level of water service to its residential and commercial customers. The water CIP consists of supply, pumping, storage, and distribution projects sized to meet the projected water demands through the 25-year planning horizon in this study.

Planning level capital cost estimates were calculated for all recommended improvements and do not include individual service connections or subdivision lines. The costs are provided as estimates based on previous similar engineering experience in 2019 dollars and include an allowance for engineering, surveying, and contingencies. Costs do not include easements or land acquisition, except where specifically noted.

The water system CIP is summarized in Table ES-4, presenting the cost estimate for each project by phase.

Table ES-4: Water Capital Improvements Plan Summary

Phase	Project Number	Project Name	Cost (2019 Dollars)
5-Year (by 2024)	1	New Oakwood Shores Water Plant	\$ 4,049,800
	2	Construct New 12-inch East Water Line Loop	\$ 2,457,800
	3	Construct New 0.5 MG Ground Storage Tank at BWA Take Point	\$ 780,000
	Total 2019 - 2024		\$ 7,287,600
10-Year (by 2029)	4	New 0.5 MG Elevated Storage Tank (EST)	\$ 2,925,000
	5	Replace System Pumping	\$ 2,340,000
	Total 2024 - 2029		\$ 5,265,000
25-Year (by 2044)	6	Raise Elevated Storage Tank (0.25 MG)	\$ 546,000
	7	Construct Additional 650 gpm (0.94 MGD) Pumping	\$ 1,950,000
	8	Rehab/Replace 330,000 Gallon GST	\$ 514,800
	Total 2029 - 2044		\$ 3,010,800
Total Water CIP			\$ 15,563,400
Developer Projects	D1	Construct New Northeast 8-inch Water Line Loop	\$ 1,852,400
	D2	Construct New East 12-inch Water Line Loop	\$ 3,202,300

FNI developed the resulting wastewater system rehabilitation recommendations and capacity improvements into a phased capital improvement plan to convey and treat the projected wastewater flows over the 25-year period through 2044. In order to address inflow and infiltration (I/I) in the wastewater system and serve the City’s projected 25-year growth, the City of Richwood should do the following:

- Conduct sanitary sewer evaluation study (SSES) projects to identify and repair defects in the collection system contributing to high I/I levels.
- Consolidate and upsize lift station facilities.
- Purchase approximately 10 acres of land for the construction of a future City of Richwood wastewater treatment facility (WWTF).

11.0 WASTEWATER SYSTEM CAPITAL IMPROVEMENTS PLAN

A wastewater system capital improvements plan (CIP) was developed for the City of Richwood to promote an increased level of wastewater service to its residential and commercial customers. The wastewater CIP consists of collection system conveyance and treatment projects sized for the projected wastewater flows through the 25-year planning horizon in this study, including some inflow and infiltration (I/I). Planning level capital cost estimates were calculated for all recommended improvements and do not include individual service connections or subdivision lines. The costs are provided as estimates based on previous similar engineering experience in 2019 dollars and include an allowance for engineering, surveying, and contingencies. Costs do not include easements or land acquisition, except where specifically noted.

The wastewater system CIP is summarized in **Table ES-7**, presenting the cost estimate for each project by phase.

Table ES-7: Wastewater Capital Improvements Plan Summary

Phase	Project Number	Project Name	Cost (2019 Dollars)
5-Year (by 2024)	1	Sanitary Sewer Evaluation Study - Phase 1 (Lift Station No. 1 and No. 2 Service Areas)	\$ 136,100
	2	New 1.5 MGD Lift Station No. 2A and 8-inch Force Main	\$ 2,614,600
	3	Sanitary Sewer Evaluation Study - Phase 2 (RW-01 Basin and Remainder of RW-02 Basin)	\$ 160,000
	4	New 2.6 MGD Lift Station No. 4A and 10-inch Force Main	\$ 3,379,400
	Total 2019 - 2024		
10-Year (by 2029)	5	New 1.0 MGD Wastewater Treatment Facility	\$ 13,260,000
	6	New Wastewater Transfer System (Lift Station No. 6 to New WWTF)	\$ 3,381,700
	7	Sanitary Sewer Evaluation Study - Phase 3 (RW-03 Basin)	\$ 130,000
	8	Lift Station No. 3 Capacity Expansion to 0.8 MGD	\$ 842,400
	Total 2024 - 2029		
25-Year (by 2044)	9	WWTF 0.5 MGD Expansion to 1.5 MGD Capacity	\$ 6,240,000
	Total 2029 - 2044		
Total Wastewater CIP			\$ 30,143,800
Developer Projects	D1	New 12-inch Gravity Lines along FM 2004/288B	\$ 1,054,000
	D2	New 8-inch Gravity Lines, 0.14 MGD (100 gpm) Lift Station, and Force Main	\$ 996,300
	D3	New 12-inch Gravity Lines East of Highway 288B	\$ 818,800



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: APPOINTMENT OF CIAC (CAPITAL IMPROVEMENT ADVISORY COMMITTEE) VOLUNTEER

SUMMARY:

An appointment of a CIAC volunteer representing the real estate, development, or building industries is required to remain compliant with the Texas Local Government Code. The representative appointed to the CIAC will participate as a voting member of the CIAC.

BACKGROUND INFORMATION:

The Richwood City Council acting in the capacity of Planning and Zoning Commission are able to also act in the capacity as the city's CIAC with one voting member representing the real estate, development, or building industries. Dena Pate with Coldwell Banker Real Estate LLC has accepted an invitation to participate as Richwood's CIAC volunteer representing the real estate industry and meets all Local Government Code requirements.

Dena was contacted via phone and expressed interest in learning about the impact fee process. Dena volunteered to serve on Richwood's CIAC due to an interest in the process of establishing Land Use Assumptions, CIPs, and the impact fee schedule. Dena expressed interest in learning how the fee schedule impacts her community as well as the real estate industry.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Appoint Dena Pate as Richwood's Community CIAC Member.

Dena Pate

Texas Based Realtor, Retired Dow Sr. Supply Chain Analyst, and Proud Grandmother I have lived in Southern Brazoria County my entire life. I am retired from Dow Chemical where I worked as Sr. Supply Chain Analyst. I am very knowledgeable of Brazoria County and everything it has to offer. I have personal experience as an investor with fixer-up properties and have purchased and renovated eight older houses and sold to new homeowners. I can see the potential an older home has to offer as well as having experience in new construction. I also enjoy working with commercial leasing properties. Real estate has always been a passion for me. I love meeting new people and helping them in their search for the perfect home. I will go the extra mile to get to know each of my clients personally and work diligently for them to ensure that their goals are met. I want to make the buying or selling experience as seamless as possible. Tell me what you are looking for and I will do my very best to find it for you. I am enthusiastic, dependable, responsive and I have excellent communication skills. You can trust me with this very important step in your life.



A few fun facts about me are that I grew up in Richwood on Sycamore street. My mother was on City Council and volunteered all the time. There was even a ceremonial bench across from old city hall that was in dedication to my mother. My father back in the day was even the Richwood Sheriff or so I am told. I currently live Oakwood Shores in Richwood.



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: GIS MAPPING

SUMMARY:

In November of 2023, GIS Mapping was an agenda item presented to Council as a tool to more accurately track and document the location, physical makeup, and M&R of Richwood’s Water and Wastewater Infrastructure.

BACKGROUND INFORMATION:

GIS mapping was brought before the current Council due to a water main compromise at Moore and West Mahan that resulted in the discontinuing of water service to much of the city due to lack of knowledge of distribution valve location and service capacity. The existence of inaccurate mapping combined with the loss of field-experienced personnel has put Public Works at a disadvantage when it comes to knowledge of the layout and features of Richwood’s existing water and wastewater infrastructure.

GIS Mapping allows Richwood Public Works to build upon a baseline map in real-time. Our capabilities with GIS mapping allow the changing of valve location, note infrastructure’s material makeup and age as well as add features such as new construction or repair locations, etc.

GIS Mapping has been a serious topic of conversation ever since Freese and Nichols came on board in 2017 to begin data collection for the purposes of establishing an Impact Fee Schedule. During this time, a suggestion was made to Council to convert Richwood’s water and wastewater infrastructure mapping from analog/paper to a GIS format. At this point the cost for establishing GIS mapping for the city’s infrastructure was costly due to the additional server storage requirements by the city or a hosting firm such as Freese and Nichols. The introduction of proprietary hosting of GIS software by Esri ARC GIS allowed Richwood to obtain GIS mapping at a much lower cost.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ORDINANCE NO. 516

AN ORDINANCE AMENDING ORDINANCE NO. 290B OF THE CITY OF RICHWOOD, TEXAS PROHIBITING THE IGNITING OR BURNING OF RUBBISH, GARBAGE, TRASH, GRASS, BRUSH, BRANCHES, LUMBER, LEAVES OR OTHER COMBUSTIBLE MATERIALS OF ANY NATURE WITHIN THE CITY LIMITS OF SAID CITY; MAKING CERTAIN EXCEPTIONS; PROVIDING FOR PENALTY FOR VIOLATION OF THIS ORDINANCE AND REPEALING ALL CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT ONLY HEREWITH

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHWOOD, BRAZORIA COUNTY, TEXAS:

SECTION 1. From and after the effective date of this ordinance, it shall be unlawful for any person or persons to ignite or burn, or cause to be ignited or burned, any rubbish, garbage, trash, grass, brush, branches, lumber, leaves or other combustible materials of any nature whatsoever at any place within the city limits of the City of Richwood.

In those areas in town where the lot size is one (1) acre or more, the **Fire Marshal**, Fire Chief, or their designee, may authorize, in writing, outdoor burning for land clearance only providing that the requirements of Texas Commission on Environmental Quality are met and that the fire will be at least three hundred (300) feet from any structure.

The applicant must post Section 111.219 of the Title 30 Texas Administrative Code (General Requirements for Allowable Outdoor Burning) and the permission from the City of Richwood on site where it is protected and clearly visible.

All outdoor burning is to be done in compliance with the guidelines of TCEQ or the state natural resource conservation commission.

The authority to burn under this ordinance does not relieve the persons conducting the outdoor burning from responsibility for the consequences, damage, or injuries resulting from the burning and does not exempt such persons from complying with all applicable laws and ordinances, regulations or orders of governmental entities having jurisdiction.

The Fire Marshal or his designee, Fire Chief or his designee, any code enforcement officer or any peace officer may prohibit any and all fires or order the immediate extinguishment of any and all fires when atmospheric conditions or other conditions make such fires an immediate threat to public safety or the smoke or ash from such fires becomes a public nuisance.

SECTION 2. It is an exception to the provisions of this ordinance if the person ignites or burns,

or causes to be ignited or burned, the rubbish, garbage, trash, grass, brush, branches, trees, lumber, leaves or other combustible material in question pursuant to the provisions of the Texas Clean Air Act, codified as V.T.C.A., Health and Safety Code Chapter 382, or the rules, regulations, or orders of TCEQ or the state natural resource conservation commission. In any prosecution in the municipal court of any other court of competent jurisdiction, the complaint charging a violation of this section need not negate the existence of the foregoing exception; but the existence of the exception may be raised by the defendant in such prosecution by way of defense.

SECTION 3. Any person, firm, corporation, association or other entity that violates this ordinance may be fined as provided for in Section 1-6 of the Code of Ordinances of the City of Richwood. Each day of violation shall constitute a separate offense.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. The provisions of this ordinance are severable, and if any sentence, section, or other part of this ordinance be found to be invalid, such invalidity shall not affect the remaining provisions, and the remaining provisions shall continue in full force and effect.

PASSED AND ADOPTED on this 10th day of June, 2024.

Michael Durham, Mayor

ATTEST:

Kirsten Garcia, City Secretary

AMENDMENT/ADDENDUM TO COOPERATION AGREEMENT

This Agreement Amendment/Addendum covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs.

Per requirement of the CPD Notice 24-02: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2025-2027 to read:

Paragraph II has been amended to read as follows:

The City and the County acknowledge that this Cooperation Agreement covers the Community Development Block Grant (CDBG) Entitlement Program, the HOME Investment Partnership Program (HOME) and the Emergency Solutions Grant (ESG) Program. Furthermore, the City understands that it may not apply for grants from appropriations under the small cities or State CDBG Programs. The City further understands and agrees that it may receive funding under the HOME and ESG programs only through the County, unless the County does not receive an allocation for such funding at which time the City may apply for HOME or ESG funding from the State.

Paragraph IV has been amended to read as follows:

This Agreement shall remain in full force and effect for the period October 1, 2025 through September 30, 2027. The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the Agreement is specifically terminated in writing by either party before the end of the County's three-year qualification period. The County agrees to notify the City by the date specified in HUD's Urban County Qualification Notice for each successive qualification period of the City's right to not participate and to send a copy of such notice to the HUD Field Office. The City and the County acknowledge that they are aware that federal regulations do not permit the County to allow the City to withdraw from this Agreement or otherwise terminate this Agreement at any time during the period covered by the Agreement.

The City and the County also acknowledge that it will adopt any amendment to this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements set forth in any Urban County Qualification Notice which may be applicable for any subsequent three-year period and to submit such amendment to HUD as provided in the Urban County Qualification Notice, and that failure by either party to adopt such amendments will void the automatic renewal of such qualification period.

Furthermore, the City and the County acknowledge that this Agreement remains in effect until the CDBG, HOME and ESG funds and program income received with respect to the initial *three*-year qualification period and any successive qualification periods are expended and the funded activities completed and that the County and City shall not terminate or withdraw from the Agreement while the Agreement remains in effect.

Paragraph IX has been amended to read as follows:

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of

1974, as amended, and will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, the Fair Housing Act and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a). The County and City also agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, as well as other applicable laws. The City and County further agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of local government that impedes the County’s actions to comply with the County’s fair housing certification and duty to affirmatively further fair housing (AFFH).

Paragraph XIV now reads as follows:

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the ____ day of _____, 2024, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the ____ day of _____, 2024, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

L.M. “Matt” Sebesta, Jr.

ATTEST

By: _____
County Clerk

CITY OF ____

Mayor

ATTEST

By: _____
City Secretary

CERTIFICATE OF CITY ATTORNEY

CITY OF _____, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City’s Charter and ordinances).

Date

City Attorney

ORDER

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

On this the _____ day of _____, 2024, the Commissioners’ Court, sitting as the governing body of Brazoria County, Texas, at a regular meeting, upon motion of Commissioner _____ seconded by Commissioner _____, duly put and carried,

IT IS ORDERED that the County Judge be, and he is hereby authorized to execute, and the County Clerk is hereby authorized to attest for and on behalf of Brazoria County, an agreement between Brazoria County and the City of _____ for the purpose of cooperating in the County’s Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant (ESG) Programs for Federal FY 2025-2027, which agreement is hereby referred to and made a part hereof for all purposes as though fully set out herein.

Signed by:

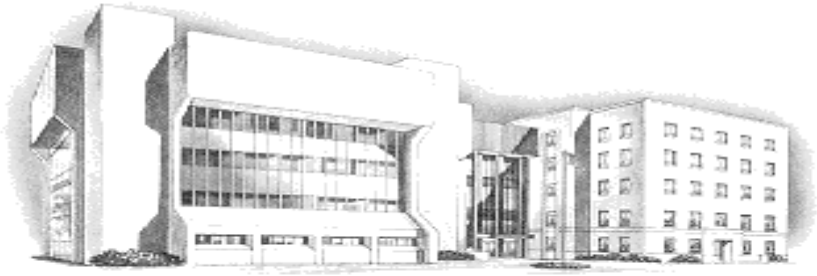
L. M. “Matt” Sebesta, Jr., County Judge _____

Commissioner “Dude” Payne, Pct. 1 _____

Commissioner Ryan Cade, Pct. 2 _____

Commissioner Stacy Adams, Pct. 3 _____

Commissioner David Linder, Pct. 4 _____



DAPHNE LEMELLE
DIRECTOR

JENNIFER CRAINER
ASSISTANT DIRECTOR

BRAZORIA COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

May 31, 2024

Dear Mayor:

This year Brazoria County will be re-qualifying for the Community Development Block Grant (CDBG) and HOME Program funds from the U. S. Department of Housing and Urban Development (HUD) for FYs 2025-2027. The County has to re-qualify for these funds every three years. Currently, twenty Cities in the County participate in the Brazoria County CDBG and HOME Programs. A list of these Cities is attached hereto.

Your city is currently a participating jurisdiction. If your City wishes to continue participating or elects to opt-out of the Brazoria County CDBG and HOME Program, you will need to notify this office by completing the attached *Notice to Withdraw or Remain as a Participating Jurisdiction*. We must receive this notification in our office no later than **5:00 p.m. on June 24, 2024**. Additionally, attached for your review is the Addendum to Cooperation Agreement reflecting updates to the original agreement. If you elect to continue, we request that this Addendum be reviewed, signed and submitted back to Brazoria County Community Development by **June 24, 2024**.

Please note that by continuing to be included in the County’s program, your City will not be eligible to apply for grants under the Texas Community Development Program (TX-CDBG) or the Texas HOME Investment programs. This will not however affect any other grant program you wish to apply for (e.g., Texas Parks and Wildlife Department, Federal Aviation Administration/Texas Aeronautical Commission, Texas State Library, Criminal Justice Council, etc.)

We do hope that your City will continue to be a partner with the County and we look forward to continuing housing and community development efforts within your City.

As indicated above, please send your signed notice, and addendum, as applicable, to Daphne Lemelle, Brazoria County Community Development, 1524 E, Mulberry, Suite 162, Angleton, Texas, 77515.

If you have any questions about the program, please feel free to call me at (979) 864-1860.

Sincerely,


Daphne Lemelle
Community Development Program Director

1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area
(979) 864-1427

Brazosport Area
(979) 388-1427

Houston Area
(281) 756-1427

Fax Number
(979) 864-1827

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: REQUALIFICATION FOR CDBG, HOME, AND ESG GRANT PROGRAMS

SUMMARY: This is a requalification to continue participation with Brazoria County in these grant programs with benefit our city.

BACKGROUND INFORMATION: We have participated for some time with Brazoria County in receiving these grants. This paperwork will allow us to continue this practice.

ISSUE: None at this time.

FISCAL IMPACT: None

RECOMMENDATION: To discuss and consider approving continued participation in these grant programs.

I.

The City and the County agree to allow the U.S. Department of Housing and Urban Development to use the City's population and other necessary demographic characteristics in the determination of whether the County will qualify as an "urban county" as defined in the Housing and Community Development Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto and in determining the County's annual funding allocations.

II.

The City and the County acknowledge that this Cooperation Agreement covers both the Community Development Block Grant (CDBG) Entitlement Program and the HOME Investment Partnership Program. Furthermore, the City understands that it may not apply for grants under the small cities or State Community Development Block Grant Programs from appropriations during the period in which it is participating in the County's CDBG Program. The City further understands that it may not participate in a HOME Program or HOME consortium with other local governments except through the County.

III.

The City and the County acknowledge that no determination has been made at the time of execution of this Agreement as to where and for what purposes funding, if any, for the applicable Community Development Block Grant Programs will be sought or expended. In this regard, it is agreed that County shall not be obligated to seek or commit funds for expenditure in the City or for assistance to residents of the City. The City is aware that the execution of this Agreement does not constitute any guarantee on the part of the County that funds received pursuant to the CDBG and HOME Program, if any, will be expended for projects within the city limits of the City or for assistance to the residents of the City, and the City has received no assurance, written or oral, from the County to the contrary.

IV.

This Agreement shall remain in full force and effect for the period October 1, 2009 through September 30, 2012. The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the Agreement is specifically terminated in writing by either party before the end of the County's three-year qualification period. The County agrees to notify the City by the date specified in HUD's Urban County Qualification Notice for each successive qualification period of the City's right to not participate and to send a copy of such notice to the HUD Field Office. The City and the County acknowledge that they are aware that Federal Regulations do not permit the County to allow the City to withdraw from this Agreement or otherwise terminate this Agreement at any time during the period covered by the Agreement.

The City and the County also acknowledge that it will adopt any amendment to this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements set forth in any Urban County Qualification Notice which may be applicable for any subsequent three-year period and to submit such amendment to HUD as provided in the Urban County Qualification Notice, and that failure by either party to adopt such amendments will void the automatic renewal of such qualification period.

Furthermore, the City and the County acknowledge that this Agreement remains in effect until the CDBG and HOME funds and program income received with respect to the initial *three*-year qualification period and any successive qualification periods are expended and the funded activities completed and that the County and City shall not terminate or withdraw from the Agreement while the Agreement remains in effect.

V.

The City agrees to inform Brazoria County of any income generated by the expenditure of CDBG and HOME funds received by the City and that any such income shall be paid to Brazoria County. Brazoria County may, in its sole discretion, allow the City to retain program income provided that any and all such income may only be used for eligible activities in accordance with all CDBG and HOME Program requirements as may then apply. The City understands that Brazoria County has the responsibility for monitoring income and reporting to HUD on the use of any such program income, and the City, therefore, agrees to meet such record keeping and reporting requirements as may be required by the County for this purpose. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status will be paid to Brazoria County.

VI.

The City agrees and understands that the following terms and conditions will apply with regard to real property acquired to improve in whole or in part using CDBG funds that is within the control of the City during the term of the Agreement.

- a) The City shall timely notify Brazoria County of any modification or change in the use of property from that planned at the time of acquisition or improvement, including disposition.
- b) The City shall reimburse Brazoria County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

VII.

The City agrees that program income generated from the disposition or transfer of real property prior to or subsequent to the grant close-out, change of status, or termination of this Agreement shall be treated according to 24 CFR 570.504.

VIII.

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

The County and the City acknowledge that the County shall not fund activities in or in support of any cooperating units of general local government, including the City, which does not affirmatively further fair housing within its jurisdiction or that impedes the County's actions to comply with *its* fair housing certification.

IX.

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

X.

The County and the City acknowledge that the City has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies against any individuals within its jurisdiction engaged in non-violent civil rights demonstrations. Furthermore, the City has adopted a policy and is enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

XI.

The City agrees and understands that pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

XII.

Should the U.S. Department of Housing and Urban Development reject or refuse to accept the Agreement for any reason, the County may terminate this Agreement by giving written notice of the same to the City.

XIII.

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the 26th day of MAY, 2009, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the 26th day of MAY, 2009, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

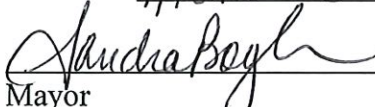


EJ King, County Judge

ATTEST

By: 

County Clerk

CITY OF Richwood


Mayor

ATTEST

By: 

City Secretary

CERTIFICATE OF CITY ATTORNEY

CITY OF _____, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

Date

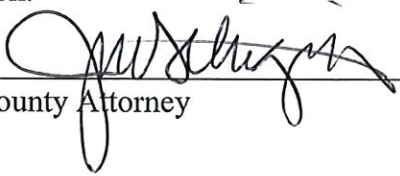
City Attorney

CERTIFICATE OF COUNTY ATTORNEY

BRAZORIA COUNTY, TEXAS

I have examined the foregoing Agreement, and as statutory civil counsel to the County named therein, I hereby certify that the terms and provisions of the Agreement are fully authorized under State and local law, and that this agreement provides full legal authority for the County to undertake or to assist the City in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the extent that this certificate relates the State and local law applicable to the City (including but not limited to the City's Charter and ordinances), this certificate is given in total reliance upon the Certificate of City Attorney and the undersigned disclaims any responsibility or liability for the City's Attorney and the errors or omissions, if any, in making such certification.

05/27/09
Date


County Attorney

**Participating Cities in Brazoria County
CDBG and HOME Programs**

Alvin
Angleton
Bailey's Prairie
Bonney
Brazoria
Brookside Village
Clute
Danbury
Freeport
Holiday Lakes
Iowa Colony
Jones Creek Village
Lake Jackson
Manvel
Oyster Creek Village
Richwood
Sandy Point
Surfside Beach
Sweeny
West Columbia

Non-Participating Cities

Hillcrest Village
Liverpool
Pearland
Quintana



Proposal

Job Name:	City of Richwood - Choice Partners -Various Sites	Proposal #	06032024
Property Name:	Esplanades and ROW - Choice Partners	Date:	June 6, 2024
Service Address:	ROW And Esplanades- Choice Partners		
Client:	City of Richwood		
Address:	1800 Brazosport Blvd N		
City/State/Zip:	Richwood/ TX / 77531		
Phone:	979-265-2082		

Yellowstone Landscape will complete the work described below in accordance with Choice Partners COOP .

Landscape Maintenance for ROW and Esplanades as detailed below:

See Attached Exhibits for Pricing Breakdowns.

Location	Cost/Visit	Visits	Yearly Total
FM 2004			
Esplanades	\$ 1,043.00	21	\$ 21,903.00
ROW	\$ 1,817.00	21	\$ 38,157.00
HWY 288B			
Esplanades	\$ 621.00	21	\$ 13,041.00
ROW	\$ 3,385.00	21	\$ 71,085.00

Yellowstone Landscape - City of Richwood - Visits Frequency Schedule													
Function	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total Visit
ROW and Esplanade Maintenance													
Rotary Mowing - Line Trimming Obstacles	1	1	2	2	2	2	2	2	2	2	2	1	21
Blowing/Sweeping done immediately after each mowing to clean up all debris.	1	1	2	2	2	2	2	2	2	2	2	1	21
General Cleanup all trash (paper and plant debris) to be removed at each visit.	1	1	2	2	2	2	2	2	2	2	2	1	21

PRICE BEFORE TAXES	\$ 144,186.00
TAXES	T/E
TOTAL PRICE	\$ 144,186.00

ACCEPTANCE OF TERMS

Signature below authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted.

Client:

Prepared by:

Date:

Date: June 6, 2023

Internal Use Only	
Project Number:	District: Houston - Southwest
PO Reference:	Date Work Completed:



Proposal

Job Name:	TXDOT In Addition To Services	Proposal #	06032024-02
Property Name:	Esplanades and ROW - Choice Partners	Date:	June 6, 2024
Service Address:	ROW And Esplanades- Choice Partners		
Client:	City of Richwood		
Address:	1800 Brazosport Blvd N		
City/State/Zip:	Richwood/ TX / 77531		
Phone:	979-265-2082		

Yellowstone Landscape will complete the work described below in accordance with Choice Partners COOP .

Landscape Maintenance for ROW and Esplanades as detailed below:

*Services are estimated a 4 Cycles with Litter Removal. The quote is in consideration of TXDOT continuing to service their Project for Full Width Mowing and Litter Services.

	Cost/Visit	Visits		Yearly Total
FM 2004				
Esplanades	\$ 2,007.00	4	\$	8,028.00
ROW	\$ 3,717.00	4	\$	14,868.00
HWY 288B				
Esplanades	\$ 1,195.00	4	\$	4,780.00
ROW	\$ 6,924.00	4	\$	27,696.00

PRICE BEFORE TAXES	\$	55,372.00
TAXES		T/E
TOTAL PRICE	\$	55,372.00

ACCEPTANCE OF TERMS

Signature below authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted.

Client:

Prepared by:

_____ 

Date:

Date:

June 6, 2023

Internal Use Only	
Project Number:	District: Houston - Southwest
PO Reference:	Date Work Completed:



AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: MEDIAN AND ROW MOWING

SUMMARY: Discuss and consider median and ROW mowing along 288B and 2004

BACKGROUND INFORMATION: Discussion due to internet complaints about tall grass in the medians.

ISSUE: Tall grass in the medians

FISCAL IMPACT: 2500.00 to 144,186

RECOMMENDATION: Continue with TXDOT due to cost

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: DELIBERATION REGARDING PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY:

SUMMARY: Discussion with City Attorney regarding research conducted on properties and possible solutions.

BACKGROUND INFORMATION: Continued discussion from previous executive session.

ISSUE: General discussion regarding legal issues and research for three abandoned properties in violation of city code.

FISCAL IMPACT: None at this time.

RECOMMENDATION: