

City of Richwood TEXAS

CITY COUNCIL MEETING AGENDA

Monday, August 14, 2023 at 6:10 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, August 14, 2023, beginning at 6:10 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. Stacy Holmes, Police Department - 5 Years of Service
- V. CONSENT AGENDA
 - A. Budget Report, June 2023
 - B. Budget Report, July 2023.
 - C. Investment Report, Q3 FY 2023
 - D. Approval of minutes from regular meeting held July 10, 2023.
 - E. Approval of minutes from Budget Workshop meeting held July 17, 2023.
- VI. DISCUSSION AND ACTION ITEMS
 - A. Final review and action on re-plat of lots 30 & 31; block 1 of Oakwood Shores Subdivision section 1 also known as 31702 Bayou Bend.
 - B. Finalreview and action on re-plat of lots 14, 15 & 16; block 2 of the Havenwood Subdivision also known as 15637 Edgewater.
 - C. Discuss and consider adoption of Ordinance 23-507, establishing a no parking zone along the north and south bound portions of Audubon Woods Drive between the north entrance/exit to Polk Elementary School and the intersection of Wisteria Street.
 - D. Discuss and consider approving the sale of surplus equipment through Ritchie Brothers Gov Plant auction house in located in Humble, Texas.
 - E. Discuss and consider authorizing the City Manager to engage in a contingency based contract for sales tax compliance and recovery for the City of Richwood and the Crime Control and Prevention District.
 - F. Discuss and consider approving resolution 23-R-80, declaring property surplus and authorizing the sale of specified items.
 - G. Discuss and consider adopting ordinance 23-508, amending Appendix C - Fee Schedule of the Code of Ordinances to amend plumbing permit fees, utility rates and additional fees and voluntary donations.
 - H. Public hearing and action on the 2023-2024 fiscal year proposed budget of the Crime Control and Prevention District.

- I. Discuss and consider approving Resolution 23-R-79, setting the date and time for the Public Hearing for the 2023-2024 fiscal year Annual Budget for September 11, 2023 at 6:00 p.m.
- J. Consider and record vote for proposed tax rate for the 2023-2024 fiscal year of \$0.540587 which is a tax increase of up to 6.87% above the No New Revenue Tax Rate for the City of Richwood, to be adopted at a future meeting.
- K. Discuss and consider approving Resolution 23-R-78, setting the date and time for the Public Hearing for the 2023-2024 fiscal year proposed tax rate for September 11, 2023 at 6:00 p.m.
- L. Consider items removed from consent agenda

VII. EXECUTIVE SESSION

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

1. Discussion and possible action on purchase of real property (Glenwood Bayou, Reserve H, 0.11 acres)

VIII. ACTION AS A RESULT OF EXECUTIVE SESSION

- 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 August 10, 2023 at 12:00 PM post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, City Secretary
City of Richwood

Service Award

This certificate is awarded to

Stacy Holmes

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

to the **City of Richwood.**

Michael Durham
Mayor

Eric Foerster
City Manager

Issued August 14, 2023



AGENDA MEMORANDUM – AUGUST 14, 2023

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

SUMMARY: Receive and/or approve the June 2023 Budget Report

BACKGROUND INFORMATION:

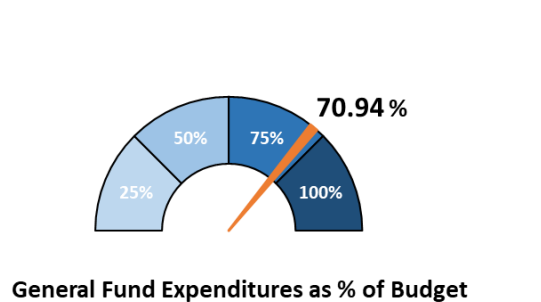
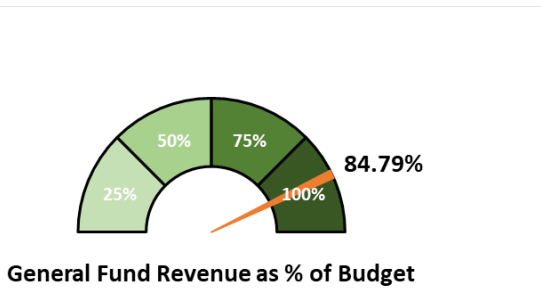
The information provided is for the FY 2022-2023 budget period, month ending June 30, 2023. This summary highlights several key points related to the current month’s activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and this month may include corrections from prior months.

DISCUSSION:

Attached is the budget report for June 2023, which is the eighth month of Fiscal Year 23. 75% of the year has passed. The report reflects the original budget as approved for FY23 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *This budget report is a preliminary report reflecting current year to date figures that are unaudited and may be adjusted at a future time.*

10-General Fund

As of June 30, 2023, General Fund revenues total \$2,730,226. General Fund expenditures total \$2,084,468.



Revenue (GF)

Total Revenue collected in the General fund is at 84.79% of budget projection.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of June is \$1,947,745, 95.52% of projected property taxes for the year.
- Sales Tax revenue received in June was earned in April. The amount received in the General Fund is \$47,805 for a year-to-date total of \$366,905. \$11,490 was received within CCPD and \$11,951 within the Transportation Fund. Total sales tax received by two city funds city is \$458,631 and by CCPD is \$89,161, grand total \$547,792. The chart below compares FY23 sales tax revenue with FY22. We are

City of Richwood

TEXAS

behind on collections this current year as compared to the end of June FY22 when we had collected \$607,413 total.

MONTH RECEIVED	FY 2022				FY 2023			
	GENERAL FUND	TRANS FUND	CCPD	TOTAL	GENERAL FUND	TRANS FUND	CCPD	TOTAL
DEC	53,567.31	13,391.83	13,217.46	80,176.60	44,369.52	11,092.39	10,760.96	66,222.87
JAN	56,126.12	14,031.53	13,925.95	84,083.60	52,644.29	13,161.07	12,957.41	78,762.77
FEB	57,614.76	14,403.69	14,521.54	86,539.99	55,858.64	13,964.65	13,634.73	83,458.02
MAR	50,637.08	12,659.27	12,646.82	75,943.17	56,308.72	14,077.18	13,767.76	84,153.66
APR	51,434.48	12,858.61	12,824.76	77,117.85	51,255.32	12,813.83	12,475.55	76,544.70
MAY	68,671.54	17,167.89	17,012.76	102,852.19	58,663.20	14,665.80	14,074.45	87,403.45
JUN	65,008.00	16,252.00	19,439.97	100,699.97	47,805.40	11,951.34	11,489.95	71,246.69
JUL	65,972.27	16,493.06	16,490.53	98,955.86	56,403.73	14,100.94	13,673.07	84,177.74
AUG	64,814.44	16,203.61	16,172.78	97,190.83				0.00
SEPT	54,061.24	13,515.30	13,440.49	81,017.03				0.00
OCT*	76,500.74	19,125.18	18,947.42	114,573.34				0.00
NOV*	65,732.13	16,502.16	16,433.03	98,667.32				0.00
YEAR TOTAL	730,140.11	182,604.13	185,073.51	1,097,817.75	423,308.82	105,827.20	102,833.88	631,969.90

*Accrued in month earned to reflect in the proper fiscal year

- Permits and Licenses revenues total \$1,890 this month, year to date total of \$38,052. This is compared to \$67,400 collected at this time last year. Inspection fees collected are \$20,215 while fees paid for inspections are \$22,745 as of the end of June.

Water Impact fees collected this year total \$7,242, unchanged from last month. No Sewer impact fees have been collected. All Impact Fees are posted to Fund 32 Utility Capital Improvements and do not show on this budget report.

- Municipal Court revenue for the month of June is \$3,283, year to date totaling \$90,177 or 81.98% of projection. This compares to \$81,233 at this time last year.
- Interest revenue is at \$68,761 year to date, far ahead of budget projections, which were done very conservatively.

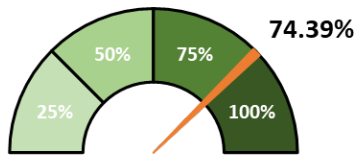
Expenditures (GF)

Expenditures in the General Fund are currently shown at \$2,084,468, 74.09% of budget. All departments are near or below expected levels for this time of year.

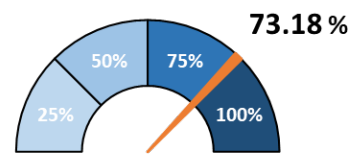
City of Richwood — TEXAS —

30-Water, Sewer, and Solid Waste Fund

Operating Revenues received year-to-date through June total \$1,981,228. Operating expenses are \$1,529,672.



Enterprise Fund Revenue as % of Budget



Enterprise Fund Operating Expense as % of Budget

RECOMMENDATION: Council to approve June 2023 Budget Summary Report for General Fund and the Water & Sewer Enterprise Fund.

**City of Richwood
Operational Budget Report
10/1/2022 -06/30/2023**

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							75% of year
Taxes	2,433,741.56	102,447.42	2,462,001.51	2,960,070.00	2,960,070.00	498,068.49	83.17%
Property taxes, including delinquent & penalties	1,879,059.79	33,570.14	1,947,744.70	2,039,070.00	2,039,070.00		95.52%
Franchise Taxes	151,622.48	21,071.88	147,351.72	196,000.00	196,000.00		75.18%
Sales Tax	403,059.29	47,805.40	366,905.09	725,000.00	725,000.00		50.61%
Licenses and permits	67,400.42	1,890.00	38,052.28	88,250.00	88,250.00	50,197.72	43.12%
Intergovernmental revenue	15,719.85	0.00	1,129.15	1,000.00	1,000.00	(129.15)	Ahead of Budget
Charges for services - Municipal Bldg Rental	5,140.00	275.00	7,000.00	7,000.00	7,000.00	0.00	100.00%
Municipal Court Revenue	81,233.07	3,283.42	90,176.89	110,000.00	110,000.00	19,823.11	81.98%
Special Revenues	41.51	3.00	8,020.73	1,350.00	1,350.00	(6,670.73)	Ahead of Budget
Interest	3,247.95	12,087.49	68,760.97	2,500.00	2,500.00	(66,260.97)	Ahead of Budget
Miscellaneous revenue	37,497.69	3,237.38	55,084.83	50,000.00	50,000.00	(5,084.83)	Ahead of Budget
Inspection Fees	22,770.00	2,530.00	22,745.00	35,000.00	35,000.00		
Miscellaneous Income	11,852.69	(642.62)	28,389.83	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	2,875.00	575.00	2,725.00	5,000.00	5,000.00		
Parks & Recreation - Sports Field Rental	0.00	775.00	1,225.00	0.00	0.00		
Total Revenue	2,644,022.05	123,223.71	2,730,226.36	3,220,170.00	3,220,170.00	489,943.64	84.79%
Expenditures							
General Government Administration							
Personnel & Benefits	340,903.49	37,095.90	338,661.94	471,868.00	471,868.00	133,206.06	71.77%
Supplies	8,716.82	(427.37)	13,224.69	18,900.00	18,900.00	5,675.31	69.97%
Maintenance & Repair	2,766.83	1,082.39	4,136.40	4,000.00	4,000.00	(136.40)	Over Budget
Utilities	9,389.43	1,117.50	8,098.04	14,700.00	14,700.00	6,601.96	55.09%
Professional Services	125,353.42	16,354.04	151,411.93	184,300.00	184,300.00	32,888.07	82.16%
Other Services	51,253.62	47,208.62	88,148.04	71,500.00	71,500.00	(16,648.04)	Over Budget
Capital Equipment	3,068.82	572.08	41,841.83	37,600.00	37,600.00	(4,241.83)	Over Budget
Total Administration	541,452.43	103,003.16	645,522.87	802,868.00	802,868.00	157,345.13	80.40%
Judicial							
Personnel & Benefits	49,834.24	5,482.18	52,141.04	73,735.00	73,735.00	21,593.96	70.71%
Supplies	252.67	0.00	0.00	2,300.00	2,300.00	2,300.00	0.00%
Professional Services	18,258.40	740.00	14,007.20	20,350.00	20,350.00	6,342.80	68.83%
Other Services	205.00	0.00	130.00	1,000.00	1,000.00	870.00	13.00%
Total Judicial	68,550.31	6,222.18	66,278.24	97,385.00	97,385.00	31,106.76	68.06%
Permitting & Inspections							
Personnel & Benefits	26,817.50	0.00	22,055.00	40,000.00	40,000.00	17,945.00	55.14%
Supplies	531.20	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Professional Services	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Permitting & Inspections	27,348.70	0.00	22,055.00	42,500.00	42,500.00	20,445.00	51.89%
Special Revenue Expenditures							
Supplies	1,141.50	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Special Revenue Expenditures	1,141.50	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total General Government	638,492.94	109,225.34	733,856.11	944,253.00	944,253.00	210,396.89	77.72%
Public Safety							
Police Department							
Personnel & Benefits	557,446.47	61,719.26	632,092.38	872,524.00	872,524.00	240,431.62	72.44%
Supplies	30,794.10	3,321.19	41,295.73	51,000.00	51,000.00	9,704.27	80.97%
Maintenance & Repair	23,085.40	5,471.88	25,660.37	28,350.00	28,350.00	2,689.63	90.51%
Utilities	11,533.90	1,629.99	14,301.51	14,500.00	14,500.00	198.49	98.63%
Professional Services	101,460.28	0.00	126,154.17	159,556.00	159,556.00	33,401.83	79.07%
Other Services	15,595.93	0.00	15,652.16	18,200.00	18,200.00	2,547.84	86.00%
Capital Equipment	4,059.90	69.67	1,566.47	10,625.00	10,625.00	9,058.53	14.74%
Total Police Department	743,975.98	72,211.99	856,722.79	1,154,755.00	1,154,755.00	298,032.21	74.19%
Fire Department							
Personnel & Benefits	16,354.60	296.01	16,511.23	38,461.00	38,461.00	21,949.77	42.93%
Supplies	5,618.38	323.49	13,264.60	19,000.00	19,000.00	5,735.40	69.81%
Maintenance & Repair	24,183.02	0.00	29,579.16	30,500.00	30,500.00	920.84	96.98%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Utilities	3,929.23	477.39	4,084.18	5,000.00	5,000.00	915.82	81.68%
Professional Services	69,893.75	0.00	100,357.00	160,907.00	160,907.00	60,550.00	62.37%
Other Services	24,972.62	12,019.27	33,038.51	27,000.00	27,000.00	(6,038.51)	Over Budget
Capital Equipment	49,025.63	0.00	37,828.44	64,712.00	64,712.00	26,883.56	58.46%
Total Fire Department	193,977.23	13,116.16	234,663.12	345,580.00	345,580.00	110,916.88	67.90%
Code Enforcement							
Personnel & Benefits	500.00	4,600.46	35,872.42	62,721.00	62,721.00	26,848.58	57.19%
Supplies	125.00	99.30	536.64	2,000.00	2,000.00	1,463.36	26.83%
Professional Services	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Other Services	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Code Enforcement	625.00	4,699.76	36,409.06	67,221.00	67,221.00	30,811.94	54.16%
Total Public Safety	938,578.21	90,027.91	1,127,794.97	1,567,556.00	1,567,556.00	439,761.03	71.95%
Public Works							
City Maintenance							
Personnel & Benefits	76,720.55	8,734.98	72,506.64	112,568.00	112,568.00	40,061.36	64.41%
Supplies	14,106.00	1,721.71	18,069.56	15,950.00	15,950.00	(2,119.56)	Over Budget
Maintenance & Repair	30,559.75	1,140.50	34,510.01	36,510.00	36,510.00	1,999.99	94.52%
Utilities	19,717.84	3,162.35	28,617.11	44,700.00	44,700.00	16,082.89	64.02%
Other Services	8,810.43	15,885.67	18,656.38	10,100.00	10,100.00	(8,556.38)	Over Budget
Capital Equipment	59,422.00	0.00	15,258.17	15,000.00	140,000.00	124,741.83	101.72%
Total City Maintenance	209,336.57	30,645.21	187,617.87	234,828.00	359,828.00	172,210.13	79.90%
Parks and Recreation							
Supplies	2,605.17	0.00	2,912.51	3,800.00	3,800.00	887.49	76.65%
Maintenance & Repair	25,549.52	1,532.11	15,612.26	31,000.00	31,000.00	15,387.74	50.36%
Utilities	1,801.72	249.92	2,256.14	4,000.00	4,000.00	1,743.86	56.40%
Other Services	9,735.47	7,687.28	14,418.63	18,050.00	18,050.00	3,631.37	79.88%
Total Parks and Recreation	39,691.88	9,469.31	35,199.54	56,850.00	56,850.00	21,650.46	61.92%
Emergency/Disaster							
Contract Labor	215,926.90	0.00	0.00	0.00	0.00	0.00	0.00%
Total Emergency/Disaster	215,926.90	0.00	0.00	0.00	0.00	0.00	0.00%
Miscellaneous	0.00	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00%
Development Agreements	0	0	0	10,000.00	10,000.00	10,000.00	0.00%
Total Expenditures	2,042,026.50	239,367.77	2,084,468.49	2,813,487.00	2,938,487.00	854,018.51	74.09%
Other Financing Sources and Uses							
Sources							
Transfers In	127,218.50	0.00	15,000.00	590,000.00	590,000.00	575,000.00	2.54%
Total Sources	127,218.50	0.00	15,000.00	590,000.00	590,000.00	575,000.00	2.54%
Uses							
Transfers Out	454,128.00	11,338.96	373,990.57	904,000.00	904,000.00	530,009.43	41.37%
Total Uses	454,128.00	11,338.96	373,990.57	904,000.00	904,000.00	530,009.43	41.37%
Total Other Financing Sources and Uses	(326,909.50)	(11,338.96)	(358,990.57)	(314,000.00)	(314,000.00)	44,990.57	114.33%
Total - 10 GENERAL FUND	275,086.05	(127,483.02)	286,767.30	92,683.00	(32,317.00)	319,084.30	

City of Richwood Operational Budget Report 10/1/2022 -06/30/2023							
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							75% of year
Sewer Department	677,433.29	84,269.17	706,193.84	956,700.00	956,700.00	250,506.16	73.82%
Water Department	872,517.36	119,252.62	1,019,960.45	1,381,600.00	1,381,600.00	361,639.55	73.82%
Solid Waste Department	245,594.44	28,316.51	255,073.80	325,000.00	325,000.00	69,926.20	78.48%
Total Operating income	1,795,545.09	231,838.30	1,981,228.09	2,663,300.00	2,663,300.00	682,071.91	74.39%
Operating expense							
Sewer Department							
Personnel & Benefits	114,712.46	9,746.97	127,860.39	184,767.00	184,767.00	56,906.61	69.20%
Supplies	4,994.96	606.75	5,265.41	10,200.00	10,200.00	4,934.59	51.62%
Maintenance & Repair	61,571.68	16,496.15	61,282.37	73,940.00	73,940.00	12,657.63	82.88%
Professional Services	693,186.29	0.00	347,108.71	580,000.00	580,000.00	232,891.29	59.85%
Other Services	5,122.09	0.00	3,872.72	5,400.00	5,400.00	1,527.28	71.72%
Total Sewer Department	879,587.48	26,849.87	545,389.60	854,307.00	854,307.00	308,917.40	63.84%
Water Department							
Personnel & Benefits	137,032.11	18,385.77	171,069.81	221,306.00	221,306.00	50,236.19	77.30%
Supplies	13,376.33	1,360.97	19,498.50	24,500.00	24,500.00	5,001.50	79.59%
Maintenance & Repair	89,199.88	10,281.00	137,909.61	134,400.00	134,400.00	(3,509.61)	Over Budget
Utilities	40,171.45	6,634.75	48,111.31	71,900.00	71,900.00	23,788.69	66.91%
Professional Services	66,257.63	25,132.50	108,135.41	58,000.00	95,000.00	(13,135.41)	Over Budget
Other Services	256,250.83	63,691.21	301,980.04	405,200.00	405,200.00	103,219.96	74.53%
Capital Equipment	2,706.93	187.10	2,593.26	3,610.00	3,610.00	1,016.74	71.84%
Total Water Department	604,995.16	125,673.30	789,297.94	918,916.00	955,916.00	166,618.06	85.89%
Solid Waste Department							
Professional Services	161,360.61	24,453.79	194,984.87	280,000.00	280,000.00	84,907.13	69.64%
Total Solid Waste Department	161,360.61	24,453.79	194,984.87	280,000.00	280,000.00	85,015.13	69.64%
Total Operating expense	1,645,943.25	176,976.96	1,529,672.41	2,053,223.00	2,090,223.00	560,550.59	73.18%
Total Net Operating Income (Loss)	149,601.84	54,861.34	451,555.68	610,077.00	573,077.00	121,521.32	74.02%
Non-Operating Items							
Non-operating income							
Interest income	245.52	527.33	891.20	500.00	500.00	(391.20)	Ahead of Budget
Grants	360,308.98	0.00	65,389.82	0.00	0.00	(65,389.82)	Ahead of Budget
Other income	730.54	9.46	2,938.59	1,000.00	1,000.00	(1,938.59)	Ahead of Budget
Transfers In	10,000.00	0.00	37,000.00	37,000.00	37,000.00	0.00	At Budget
Total Non-operating income	371,285.04	536.79	106,219.61	38,500.00	38,500.00	67,719.61	275.90%
Non-operating expense							
Debt Service	271,624.25	750.00	188,987.81	363,615.00	363,615.00	174,627.19	51.97%
Transfers Out	56,000.00	0.00	125,979.02	56,000.00	56,000.00	(69,979.02)	Over Budget
Total Non-operating expense	327,624.25	750.00	314,966.83	419,615.00	419,615.00	104,648.17	75.06%
Depreciation Expense	0.00	0.00	0.00	350,000.00	350,000.00	350,000.00	0.00%
Total Non-Operating Items	43,660.79	(213.21)	(208,747.22)	(731,115.00)	(731,115.00)	522,367.78	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	193,262.63	54,648.13	242,808.46	(121,038.00)	(158,038.00)	400,846.46	Ahead of Budget

Budget Amendments:

¹ Temporary ground storage - Water approved by CC 10/10/2022



AGENDA MEMORANDUM – AUGUST 14, 2023

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

SUMMARY: Receive and/or approve the July 2023 Budget Report

BACKGROUND INFORMATION:

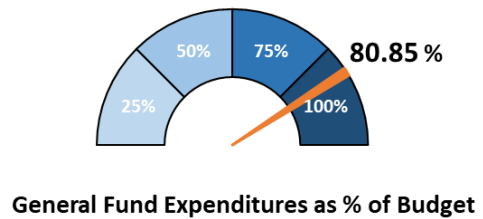
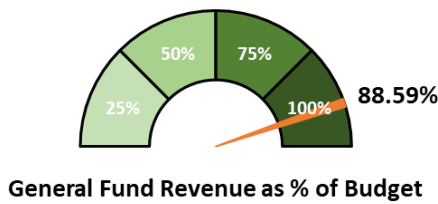
The information provided is for the FY 2022-2023 budget period, month ending July 31, 2023. This summary highlights several key points related to the current month’s activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and this month may include corrections from prior months.

DISCUSSION:

Attached is the budget report for July 2023, which is the eighth month of Fiscal Year 23. 83.3% of the year has passed. The report reflects the original budget as approved for FY23 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *This budget report is a preliminary report reflecting current year to date figures that are unaudited and may be adjusted at a future time.*

10-General Fund

As of July 31, 2023, General Fund revenues total \$2,852,597. General Fund expenditures total \$2,378,867.



Revenue (GF)

Total Revenue collected in the General fund is at 88.59% of budget projection.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of July is \$1,964,051, 96.32% of projected property taxes for the year.
- Sales Tax revenue received in July was earned in May. The amount received in the General Fund is \$56,404 for a year-to-date total of \$423,309. \$13,673 was received within CCPD and \$14,101 within the Transportation Fund. Total sales tax received by two city funds city is \$529,136 and by CCPD is \$102,834, grand total \$631,970. The chart below compares FY23 sales tax revenue with FY22. We

City of Richwood TEXAS

are behind on collections this current year as compared to the end of July FY22 when we had collected \$706,369 total.

MONTH RECEIVED	FY 2022				FY 2023			
	GENERAL FUND	TRANS FUND	CCPD	TOTAL	GENERAL FUND	TRANS FUND	CCPD	TOTAL
DEC	53,567.31	13,391.83	13,217.46	80,176.60	44,369.52	11,092.39	10,760.96	66,222.87
JAN	56,126.12	14,031.53	13,925.95	84,083.60	52,644.29	13,161.07	12,957.41	78,762.77
FEB	57,614.76	14,403.69	14,521.54	86,539.99	55,858.64	13,964.65	13,634.73	83,458.02
MAR	50,637.08	12,659.27	12,646.82	75,943.17	56,308.72	14,077.18	13,767.76	84,153.66
APR	51,434.48	12,858.61	12,824.76	77,117.85	51,255.32	12,813.83	12,475.55	76,544.70
MAY	68,671.54	17,167.89	17,012.76	102,852.19	58,663.20	14,665.80	14,074.45	87,403.45
JUN	65,008.00	16,252.00	19,439.97	100,699.97	47,805.40	11,951.34	11,489.95	71,246.69
JUL	65,972.27	16,493.06	16,490.53	98,955.86	56,403.73	14,100.94	13,673.07	84,177.74
AUG	64,814.44	16,203.61	16,172.78	97,190.83				0.00
SEPT	54,061.24	13,515.30	13,440.49	81,017.03				0.00
OCT*	76,500.74	19,125.18	18,947.42	114,573.34				0.00
NOV*	65,732.13	16,502.16	16,433.03	98,667.32				0.00
YEAR TOTAL	730,140.11	182,604.13	185,073.51	1,097,817.75	423,308.82	105,827.20	102,833.88	631,969.90

*Accrued in month earned to reflect in the proper fiscal year

- Permits and Licenses revenues total \$25,134 this month, year to date total of \$63,186. This is compared to \$70,925 collected at this time last year. Inspection fees collected are \$25,275 while fees paid for inspections are \$22,055 as of the end of July.

Water Impact fees collected this year total \$7,242, unchanged from last month. No Sewer impact fees have been collected. All Impact Fees are posted to Fund 32 Utility Capital Improvements and do not show on this budget report.

- Municipal Court revenue for the month of July is \$7,017, year to date totaling \$97,194 or 88.36% of projection. This compares to \$91,025 at this time last year.
- Interest revenue is at \$82,185 year to date, far ahead of budget projections, which were done very conservatively.

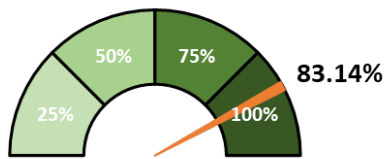
Expenditures (GF)

Expenditures in the General Fund are currently shown at \$2,375,867, 84.45% of budget. All departments are near or below expected levels for this time of year.

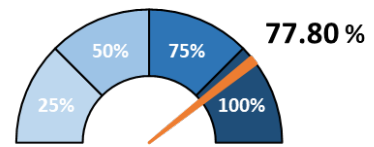
City of Richwood — TEXAS —

30-Water, Sewer, and Solid Waste Fund

Operating Revenues received year-to-date through July total \$2,214,208. Operating expenses are \$1,626,129.



Enterprise Fund Revenue as % of Budget



Enterprise Fund Operating Expense as % of Budget

RECOMMENDATION: Council to approve July 2023 Budget Summary Report for General Fund and the Water & Sewer Enterprise Fund.

**City of Richwood
Operational Budget Report
10/1/2022 -7/31/2023**

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							83.3% of year
Taxes	2,528,251.46	72,911.03	2,534,912.54	2,960,070.00	2,960,070.00	425,157.46	85.64%
Property taxes, including delinquent & penalties	1,898,037.24	16,306.57	1,964,051.27	2,039,070.00	2,039,070.00		96.32%
Franchise Taxes	161,182.66	200.70	147,552.42	196,000.00	196,000.00		75.28%
Sales Tax	469,031.56	56,403.76	423,308.85	725,000.00	725,000.00		58.39%
Licenses and permits	70,925.42	25,133.60	63,185.88	88,250.00	88,250.00	25,064.12	71.60%
Intergovernmental revenue	15,719.85	0.00	1,129.15	1,000.00	1,000.00	(129.15)	Ahead of Budget
Charges for services - Municipal Bldg Rental	5,519.88	875.00	7,875.00	7,000.00	7,000.00	(875.00)	Ahead of Budget
Municipal Court Revenue	91,024.90	7,016.91	97,193.80	110,000.00	110,000.00	12,806.20	88.36%
Special Revenues	41.51	0.00	8,020.73	1,350.00	1,350.00	(6,670.73)	Ahead of Budget
Interest	4,941.20	13,423.69	82,184.66	2,500.00	2,500.00	(79,684.66)	Ahead of Budget
Miscellaneous revenue	40,763.22	3,010.00	58,094.83	50,000.00	50,000.00	(8,094.83)	Ahead of Budget
Inspection Fees	25,300.00	2,530.00	25,275.00	35,000.00	35,000.00		
Miscellaneous Income	12,163.22	30.00	28,419.83	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	3,300.00	150.00	2,875.00	5,000.00	5,000.00		
Parks & Recreation - Sports Field Rental	0.00	300.00	1,525.00	0.00	0.00		
Total Revenue	2,757,187.44	122,370.23	2,852,596.59	3,220,170.00	3,220,170.00	367,573.41	88.59%
Expenditures							
General Government Administration							
Personnel & Benefits	375,776.86	55,042.11	393,704.05	471,868.00	471,868.00	78,163.95	83.44%
Supplies	10,406.41	537.85	13,762.54	18,900.00	18,900.00	5,137.46	72.82%
Maintenance & Repair	4,232.75	413.99	4,550.39	4,000.00	4,000.00	(550.39)	Over Budget
Utilities	10,646.57	100.88	8,198.92	14,700.00	14,700.00	6,501.08	55.77%
Professional Services	133,375.22	6,905.37	158,317.30	184,300.00	184,300.00	25,982.70	85.90%
Other Services	53,502.41	211.24	88,359.28	71,500.00	71,500.00	(16,859.28)	Over Budget
Capital Equipment	3,681.11	572.08	42,413.91	37,600.00	37,600.00	(4,813.91)	Over Budget
Total Administration	591,621.33	63,783.52	709,306.39	802,868.00	802,868.00	93,561.61	88.35%
Judicial							
Personnel & Benefits	55,002.06	7,748.59	59,889.63	73,735.00	73,735.00	13,845.37	81.22%
Supplies	330.35	0.00	0.00	2,300.00	2,300.00	2,300.00	0.00%
Professional Services	18,978.40	0.00	14,007.20	20,350.00	20,350.00	6,342.80	68.83%
Other Services	205.00	0.00	130.00	1,000.00	1,000.00	870.00	13.00%
Total Judicial	74,515.81	7,748.59	74,026.83	97,385.00	97,385.00	23,358.17	76.01%
Permitting & Inspections							
Personnel & Benefits	26,817.50	0.00	22,055.00	40,000.00	40,000.00	17,945.00	55.14%
Supplies	1,304.20	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Professional Services	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Permitting & Inspections	28,121.70	0.00	22,055.00	42,500.00	42,500.00	20,445.00	51.89%
Special Revenue Expenditures							
Supplies	1,141.50	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Special Revenue Expenditures	1,141.50	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total General Government	695,400.34	71,532.11	805,388.22	944,253.00	944,253.00	138,864.78	85.29%
Public Safety							
Police Department							
Personnel & Benefits	618,907.25	90,766.94	722,859.32	872,524.00	872,524.00	149,664.68	82.85%
Supplies	43,126.09	1,848.94	43,144.67	51,000.00	51,000.00	7,855.33	84.60%
Maintenance & Repair	27,638.49	2,541.04	28,201.41	28,350.00	28,350.00	148.59	99.48%
Utilities	13,104.07	1,909.60	16,211.11	14,500.00	14,500.00	(1,711.11)	Over Budget
Professional Services	107,521.28	29,832.40	155,986.57	159,556.00	159,556.00	3,569.43	97.76%
Other Services	15,595.93	0.00	15,652.16	18,200.00	18,200.00	2,547.84	86.00%
Capital Equipment	4,247.00	2,197.67	3,764.14	10,625.00	10,625.00	6,860.86	35.43%
Total Police Department	830,140.11	129,096.59	985,819.38	1,154,755.00	1,154,755.00	168,935.62	85.37%
Fire Department							
Personnel & Benefits	16,354.60	1,338.97	17,850.20	38,461.00	38,461.00	20,610.80	46.41%
Supplies	7,848.07	385.63	13,650.23	19,000.00	19,000.00	5,349.77	71.84%
Maintenance & Repair	28,931.84	5,960.00	35,539.16	30,500.00	30,500.00	(5,039.16)	Over Bu

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Utilities	4,405.73	335.67	4,419.85	5,000.00	5,000.00	580.15	88.40%
Professional Services	146,515.75	52,887.00	153,244.00	160,907.00	160,907.00	7,663.00	95.24%
Other Services	24,972.62	0.00	33,038.51	27,000.00	27,000.00	(6,038.51)	Over Budget
Capital Equipment	49,025.63	0.00	37,828.44	64,712.00	64,712.00	26,883.56	58.46%
Total Fire Department	278,054.24	60,907.27	295,570.39	345,580.00	345,580.00	50,009.61	85.53%
Code Enforcement							
Personnel & Benefits	500.00	6,591.76	42,464.18	62,721.00	62,721.00	20,256.82	67.70%
Supplies	125.00	63.05	599.69	2,000.00	2,000.00	1,400.31	29.98%
Professional Services	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Other Services	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Code Enforcement	625.00	6,654.81	43,063.87	67,221.00	67,221.00	24,157.13	64.06%
Total Public Safety	1,108,819.35	196,658.67	1,324,453.64	1,567,556.00	1,567,556.00	243,102.36	84.49%
Public Works							
City Maintenance							
Personnel & Benefits	85,913.21	12,022.32	84,528.96	112,568.00	112,568.00	28,039.04	75.09%
Supplies	15,920.01	592.90	18,662.46	15,950.00	15,950.00	(2,712.46)	Over Budget
Maintenance & Repair	38,878.02	8,418.62	42,928.63	36,510.00	36,510.00	(6,418.63)	Over Budget
Utilities	20,119.50	0.00	28,617.11	44,700.00	44,700.00	16,082.89	64.02%
Other Services	8,943.73	0.00	18,656.38	10,100.00	10,100.00	(8,556.38)	Over Budget
Capital Equipment	59,422.00	0.00	15,258.17	15,000.00	140,000.00	124,741.83	101.72%
Total City Maintenance	229,196.47	21,033.84	208,651.71	234,828.00	359,828.00	151,176.29	88.85%
Parks and Recreation							
Supplies	2,732.26	258.45	3,170.96	3,800.00	3,800.00	629.04	83.45%
Maintenance & Repair	26,908.36	1,915.11	17,527.37	31,000.00	31,000.00	13,472.63	56.54%
Utilities	1,990.82	0.00	2,256.14	4,000.00	4,000.00	1,743.86	56.40%
Other Services	9,735.47	0.00	14,418.63	18,050.00	18,050.00	3,631.37	79.88%
Total Parks and Recreation	41,366.91	2,173.56	37,373.10	56,850.00	56,850.00	19,476.90	65.74%
Emergency/Disaster							
Contract Labor	215,926.90	0.00	0.00	0.00	0.00	0.00	0.00%
Total Emergency/Disaster	215,926.90	0.00	0.00	0.00	0.00	0.00	0.00%
Miscellaneous	0.00	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00%
Development Agreements	0	0	0	10,000.00	10,000.00	10,000.00	0.00%
Total Expenditures	2,290,709.97	291,398.18	2,375,866.67	2,813,487.00	2,938,487.00	562,620.33	84.45%
Other Financing Sources and Uses							
Sources							
Transfers In	127,218.50	0.00	15,000.00	590,000.00	590,000.00	575,000.00	2.54%
Total Sources	127,218.50	0.00	15,000.00	590,000.00	590,000.00	575,000.00	2.54%
Uses							
Transfers Out	454,128.00	0.00	373,990.57	904,000.00	904,000.00	530,009.43	41.37%
Total Uses	454,128.00	0.00	373,990.57	904,000.00	904,000.00	530,009.43	41.37%
Total Other Financing Sources and Uses	(326,909.50)	0.00	(358,990.57)	(314,000.00)	(314,000.00)	44,990.57	114.33%
Total - 10 GENERAL FUND	139,567.97	(169,027.95)	117,739.35	92,683.00	(32,317.00)	150,056.35	

City of Richwood Operational Budget Report 10/1/2022 -7/31/2023							
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							83.3% of year
Sewer Department	768,543.90	80,451.62	786,645.46	956,700.00	956,700.00	170,054.54	82.22%
Water Department	989,762.95	123,902.46	1,143,862.91	1,381,600.00	1,381,600.00	237,737.09	82.79%
Solid Waste Department	273,815.14	28,625.93	283,699.73	325,000.00	325,000.00	41,300.27	87.29%
Total Operating income	2,032,121.99	232,980.01	2,214,208.10	2,663,300.00	2,663,300.00	449,091.90	83.14%
Operating expense							
Sewer Department							
Personnel & Benefits	126,985.10	19,890.18	147,750.57	184,767.00	184,767.00	37,016.43	79.97%
Supplies	6,777.91	304.17	5,569.58	10,200.00	10,200.00	4,630.42	54.60%
Maintenance & Repair	66,471.92	13,378.28	74,660.65	73,940.00	73,940.00	(720.65)	Ahead of Budget
Professional Services	839,452.16	0.00	347,108.71	580,000.00	580,000.00	232,891.29	59.85%
Other Services	5,122.09	0.00	3,872.72	5,400.00	5,400.00	1,527.28	71.72%
Total Sewer Department	1,044,809.18	33,572.63	578,962.23	854,307.00	854,307.00	275,344.77	67.77%
Water Department							
Personnel & Benefits	154,213.45	21,894.12	192,963.93	221,306.00	221,306.00	28,342.07	87.19%
Supplies	17,063.36	352.36	19,850.86	24,500.00	24,500.00	4,649.14	81.02%
Maintenance & Repair	94,513.80	8,901.71	146,811.32	134,400.00	134,400.00	(12,411.32)	Over Budget
Utilities	46,638.10	1,486.05	49,597.36	71,900.00	71,900.00	22,302.64	68.98%
Professional Services	68,850.72	5,561.78	113,697.19	58,000.00	95,000.00	(18,697.19)	Over Budget ¹
Other Services	280,842.18	0.00	301,980.04	405,200.00	405,200.00	103,219.96	74.53%
Capital Equipment	3,007.70	187.10	2,780.36	3,610.00	3,610.00	829.64	77.02%
Total Water Department	665,129.31	38,383.12	827,681.06	918,916.00	955,916.00	128,234.94	90.07%
Solid Waste Department							
Professional Services	207,816.23	24,500.93	219,485.80	280,000.00	280,000.00	60,406.20	78.39%
Total Solid Waste Department	207,816.23	24,500.93	219,485.80	280,000.00	280,000.00	60,514.20	78.39%
Total Operating expense	1,917,754.72	96,456.68	1,626,129.09	2,053,223.00	2,090,223.00	464,093.91	77.80%
Total Net Operating Income (Loss)	114,367.27	136,523.33	588,079.01	610,077.00	573,077.00	(15,002.01)	Ahead of Budget
Non-Operating Items							
Non-operating income							
Interest income	265.25	1,098.28	1,989.48	500.00	500.00	(1,489.48)	Ahead of Budget
Grants	360,308.98	0.00	65,389.82	0.00	0.00	(65,389.82)	Ahead of Budget
Other income	740.47	0.00	2,938.59	1,000.00	1,000.00	(1,938.59)	Ahead of Budget
Transfers In	10,000.00	0.00	37,000.00	37,000.00	37,000.00	0.00	At Budget ¹
Total Non-operating income	371,314.70	1,098.28	107,317.89	38,500.00	38,500.00	68,817.89	278.75%
Non-operating expense							
Debt Service	322,886.00	183,475.00	372,462.81	363,615.00	363,615.00	(8,847.81)	Ahead of Budget
Transfers Out	56,000.00	0.00	125,979.02	56,000.00	56,000.00	(69,979.02)	Over Budget
Total Non-operating expense	378,886.00	183,475.00	498,441.83	419,615.00	419,615.00	(78,826.83)	Ahead of Budget
Depreciation Expense	0.00	0.00	0.00	350,000.00	350,000.00	350,000.00	0.00%
Total Non-Operating Items	(7,571.30)	(182,376.72)	(391,123.94)	(731,115.00)	(731,115.00)	339,991.06	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	106,795.97	(45,853.39)	196,955.07	(121,038.00)	(158,038.00)	354,993.07	Ahead of Budget

Budget Amendments:

¹ Temporary ground storage - Water approved by CC 10/10/2022

**City of Richwood, Texas
 Quarterly Investment Report
 Fiscal Year 2023, Quarter 3
 04/01/2023 - 06/30/2023**

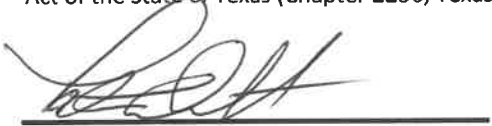
Portfolio	March 31, 2023		June 30, 2023	
	Book Value	Market Value	Book Value	Market Value
Cash	3,077,079.29	3,077,079.29	3,077,079.29	3,077,079.29
Investment Pools	4,541,423.96	4,541,423.96	4,541,423.96	4,541,423.96
Certificates of Deposits	525,767.73	525,767.73	525,767.73	525,767.73
TOTAL INVESTMENTS	8,144,270.98	8,144,270.98	8,144,270.98	8,144,270.98

Quarterly Investment Income 57,254.78
 Weighted Average Yield 1.13%

Simplified calculation for information only - Investment income/investment accounts beginning balance

Items of Note:

The attached information comprises the quarterly investment report for the City of Richwood, Texas for the period ended June 30, 2023. The undersigned acknowledge that the City's investment portfolio has been and is in compliance with the policies and strategies as contained in the City's Investment Policy and also in compliance with the Public Funds Investment Act of the State of Texas (Chapter 2256, Texas Government Code).



Patricia Ditto
 Finance Director



Eric Foerster
 City Manager

INVESTMENTS as of 6/30/2023

Q3 FY 2023

	TOTAL	GENERAL 10	REPLCMT 13	CCPD 15	CONT'Y 16	TRANSPT 25	2019A BOND 26	WS 30-30	WS RB I&S 30-25	2019B BOND 33	40	EARNINGS YTD	EARNINGS QTR
TEXSTAR	1,476,579.76	250,799.41	7,599.16	268,064.13	829,726.81	120,390.25						52,764.79	18,119.94
TEXPOOL	250,425.38	250,425.38										8,961.77	3,053.55
TEXPOOL PRIME BONDS FUND	1,597,535.70	1,597,535.70					0.00					58,056.84	17,988.23
LOGIC - UTIL CAP PROJ	369,481.96									369,481.96		31,403.03	4,679.23
LOGIC - GF	867,661.68	523,744.18	127,648.35			216,269.15						23,865.71	10,988.71
CERTIFICATES OF DEPOSIT:													
FNB 25765 matures every 3mo - July 27	94,093.85	42,144.90						29,782.16			22,166.79	665.70	470.85
FNB 25718 matures every 6 mos - Dec 27	130,654.74	62,844.94						28,613.39			28,613.39	1,794.92	1,757.77
FNB 25741 matures every 6 mos - July 13	60,907.06	60,907.06										14.91	0.00
FNB 25766 matures every 6mo - July 27	132,498.16	46,839.78						65,891.06			19,767.32	32.23	0.00
BNB 601286 Issue date 2/14/90 - 3 mos - Sept 4	108,611.48	38,014.02						54,305.74			16,291.72	400.73	133.74
TOTAL	5,088,449.77	2,873,255.36	135,247.51	268,064.13	829,726.81	336,659.40	0.00	178,592.35	0.00	369,481.96	86,839.22	177,960.63	57,192.02

CITY OF RICHWOOD, TEXAS
Cash and Investment Schedule

Section V, Item C.

Description	Investment	Purchase Date	Maturity Date	Book Value 03/31/2023	Deposits /Purchases	Withdrawals /Maturities	Interest this quarter	Book Value 06/30/2023	Interest Rate end of quarter	% of total Cash/Investments
<u>Pooled Investment Fund</u>										
General Fund	TexPool-449001			246,286.80			3,053.55	249,340.35	5.0909%	3.06%
General Fund	TexStar -1110			1,452,074.92			18,119.94	1,470,194.86	5.0764%	18.05%
General Fund	Logic -9001			852,786.95			10,988.71	863,775.66	5.2554%	10.61%
General Fund	TexPool Prime 559001			1,005,264.59			17,988.23	1,023,252.82	5.3365%	
<u>Restricted Funds</u>										
2019/2021 Bond Funds	TexPool Prime 559001			567,033.11			-	567,033.11	5.3365%	6.96%
2019 Util Cap Proj Fund	Logic-9002			363,147.93			4,679.23	367,827.16	5.2554%	4.52%
Total Pools				4,486,594.30	-	-	54,829.66	4,541,423.96		55.7622%
First National Bank	CD-25765		12/27/2021	93,597.70			470.85	94,068.55	0.0500%	1.16%
First National Bank	CD-25718		12/29/2021	130,590.85			1,757.77	132,348.62	0.0500%	1.63%
First National Bank	CD-25741		1/13/2022	60,146.50			-	60,146.50	0.0500%	0.74%
First National Bank	CD-25766		12/27/2021	130,725.31			-	130,725.31	0.0500%	1.61%
Brazos National Bank	CD-601286		12/6/2021	108,345.01			133.74	108,478.75	0.0500%	1.33%
Total Certificates of Deposits				523,405.37	-	-	2,362.36	525,767.73		6.4557%
Total Investment Accounts				5,009,999.67	-	-	57,192.02	5,067,191.69		62.2179%
<u>Cash Accounts</u>										
Pooled Cash-NOW ACCT	First Natl -3073			3,076,055.87	**	**	62.73	3,076,055.87	0.0100%	37.77%
Seizure Fund -NOW ACCT	First Natl -5076			1,023.39			0.03	1,023.42	0.0100%	0.01%
Total Cash Accounts				3,077,079.26	-	-	62.76	3,077,079.29		37.7821%
Total Cash and Investments				8,087,078.93	-	-	57,254.78	8,144,270.98		100.00%

** Cash balances for previous and current quarter reflects reconciled balance from system.

MINUTES RICHWOOD CITY COUNCIL MEETING

Monday, July 10, 2023 at 6:00 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, July 10, 2023, 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

Tricia Ditto, Finance Director, led the invocation.

III. PLEDGES OF ALLEGIANCE

Mayor Durham led the pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

Michael Durham, Mayor:	Present
Mike Johnson, Position 1:	Present
Mike Challenger, Position 2:	Present
Amanda Reynolds, Position 3:	Present
Rory Escalante, Position 4:	Present
Jeremy Fountain, Position 5:	Present

Others present: Eric Foerster, City Manager; Kirsten Garcia, City Secretary; Stephen Mayer, Chief of Police; Tricia Ditto, Finance Director; Clif Custer, Public Works Director; Phillip Knop, City Attorney.

V. PUBLIC COMMENTS

There were no public comments.

VI. CONSENT AGENDA

- A. Approval of minutes from regular meeting held June 19, 2023.
- B. Approval of minutes from special meeting held June 23, 2023.

Motion to approve consent agenda.

Motion made by Mike Johnson, Seconded by Jeremy Fountain.

Voting Yea: Mike Johnson, Mike Challenger, Amanda Reynolds, Rory Escalante, Jeremy Fountain

Motion carried.

VII. DISCUSSION AND ACTION ITEMS

- A. Discuss and consider awarding Construction Contract 1-2023 / ARPA South Water Plant Improvements to the lowest qualified bidder, Matula and Matula Inc.

Clif Custer, Public Works Director, presented.

Discussion held on Matula and Matula and their previous work history and change orders.

Discussion held on costs differences in the bids.

Discussion held on bid specifics and how it's conducted.

Motion to award Construction Contract 1-2023 / ARPA South Water Plant Improvements to the lowest qualified bidder, Matula and Matula Inc.

Motion made by Rory Escalante, Seconded by Jeremy Fountain.

Voting Yea: Mike Johnson, Mike Challenger, Amanda Reynolds, Rory Escalante, Jeremy Fountain

Motion carried.

B. Discussion regarding Equipment Replacement Schedule

Clif Custer, Public Works Director, presented.

Discussion held on possible replacement plans for vehicles.

Discussion held on rationale for brand name purchases.

Discussion held on maintenance of newly purchased equipment.

Discussion held on working with other Cities regarding equipment.

Discussion only, no action taken.

C. Discuss and consider approving Resolution 23-R-77, declaring property salvage or surplus and authorizing the disposal or sale of specified items.

Clif Custer, Public Works Director, presented.

Discussion held on method of sale.

Discussion held on surplus status of equipment.

Motion to approve Resolution 23-R-77, declaring property salvage or surplus and authorizing the disposal or sale of specified items and way of sale to be brought back.

Motion made by Jeremy Fountain, Seconded by Mike Challenger.

Voting Yea: Mike Johnson, Mike Challenger, Amanda Reynolds, Rory Escalante, Jeremy Fountain

Motion carried.

D. Discuss and consider awarding bid #23-003P for Debris Management and Removal Services.

Eric Foerster, City Manager, and Kirsten Garcia, City Secretary, presented.

Discussion held on prior storms and cleanup.

Motion to award bid 23-003P to Ceres environmental.

Motion made by Mike Johnson, Seconded by Rory Escalante.

Voting Yea: Mike Johnson, Mike Challenger, Amanda Reynolds, Rory Escalante, Jeremy Fountain

Motion carried.

E. Discuss and consider amending the City's Policy and Procedure Manual, Policy #1105: Use of City Vehicles.

Eric Foerster, City Manager, presented.

Leslie Klug - 105 Hummingbird Ct - Had questions about the policy limiting ride alongs.

Discussion held on use of vehicle in regards to community out reach.

Motion to amending the City's Policy and Procedure Manual, Policy #1105: Use of City Vehicles as presented by the City Manager.

Motion made by Mike Johnson, Seconded by Amanda Reynolds.

Voting Yea: Mike Johnson, Mike Challenger, Amanda Reynolds, Rory Escalante, Jeremy Fountain

Motion Carried.

F. Consider items removed from consent agenda

No items removed from consent agenda.

VIII. CAPITAL IMPROVEMENT PROJECTS UPDATE

Clif Custer, Public Works Director, presented.

Discussion held on generators.

IX. CITY MANAGER'S REPORT

Eric Foerster reported that the gazebo repairs at Ellis Park are almost complete.

X. COUNCIL MEMBER COMMENTS & REPORTS

Mike Johnson reported that All America Night was great.

Mike Challenger stated that he likes the path we are on, and we are going to get good stuff accomplished. He also spoke regarding growth surrounding us.

Rory Escalante spoke regarding investment in infrastructure and dedicated fleet and equipment maintenance. Stated he would like to look into the software system we could use.

Jeremy Fountain commented regarding the TCEQ violation and would like to please make sure we don't miss those in the future.

XI. MAYOR'S REPORT

Mayor Durham congratulated City Secretary, Kirsten Garcia, for being named by The Facts Newspaper as a top Leader Under 40.

Mayor spoke regarding those who are out on the Bayou and recent accidents, stated he would like to see everyone be more careful.

Mayor expressed thanks to all that showed up to the Fourth of July celebration.

XII. FUTURE AGENDA ITEMS

Budget Workshop

Surplus Equipment Sale

Status sheet for equipment maintenance discussion

XIII. ADJOURNMENT

Being there no further business, the meeting was adjourned at 7:06 p.m.

These minutes were read and approved on this 14th day of August 2023.

Mayor

ATTEST:

City Secretary

MINUTES

RICHWOOD CITY COUNCIL BUDGET WORKSHOP

Monday, July 17, 2023 at 6:00 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, July 17, 2023, 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 6:15 p.m.

II. INVOCATION

Tricia Ditto, Finance Director, led the invocation.

III. PLEDGES OF ALLEGIANCE

Mayor Durham led the pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

Michael Durham, Mayor:	Present
Mike Johnson, Position 1:	Absent
Mike Challenger, Position 2:	Present
Amanda Reynolds, Position 3:	Present
Rory Escalante, Position 4:	Present
Jeremy Fountain, Position 5:	Present

Others present: Eric Foerster, City Manager; Kirsten Garcia, City Secretary; Stephen Mayer, Chief of Police; Tricia Ditto, Finance Director; Clif Custer, Public Works Director; Phillip Knop, City Attorney.

V. PUBLIC COMMENTS

There were no public comments.

VI. FY 2024 BUDGET WORKSHOP

A. Presentation and discussion of FY 2024 proposed budget.

Tricia Ditto, Finance Director, presented.

Discussion held on credit card fees.

Discussion held on rate schedule presentation.

Discussion held on property insurance rates.

Discussion held on discounts for volunteers.

Discussion held on water rates.

Discussion held on the I&I fee in the water/sewer rate.

Discussion held on sewer plant growth and planning.

Discussion held on sales tax revenues.

Discussion held on discounts.

Discussion held on line items.

Discussion held on insurance.

Discussion only, no action taken.

VII. CITY MANAGER'S REPORT

No report.

VIII. COUNCIL MEMBER COMMENTS & REPORTS

No reports.

IX. MAYOR'S REPORT

Mayor Durham expressed appreciation to the staff.

X. FUTURE AGENDA ITEMS

Fee schedule

XI. ADJOURNMENT

Being there no further business adjourned at 7:56 p.m.

These minutes were read and approved on this 14th day of August 2023.

Mayor

ATTEST:

City Secretary



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: Neil & Stephanie Skinner Date: 4-27-2023

Address: 103 Scarlet Oak Drive

Home Phone: 281-808-6788 Business Phone: _____

SUBJECT PROPERTY:

Address of property in question: 31702 & 31618 Bayou Bend

Legal Description of property: Lots 30-31, Blk. 1, Oakwood Shores

Current Zone: Residential

Zone being requested: Residential

PURPOSE OF THE REPLAT (be specific): _____

The purpose of the replat is to combine Lots 30 & 31 into one Lot (Lot 30A)

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.

Neil Skinner

Name of Applicant



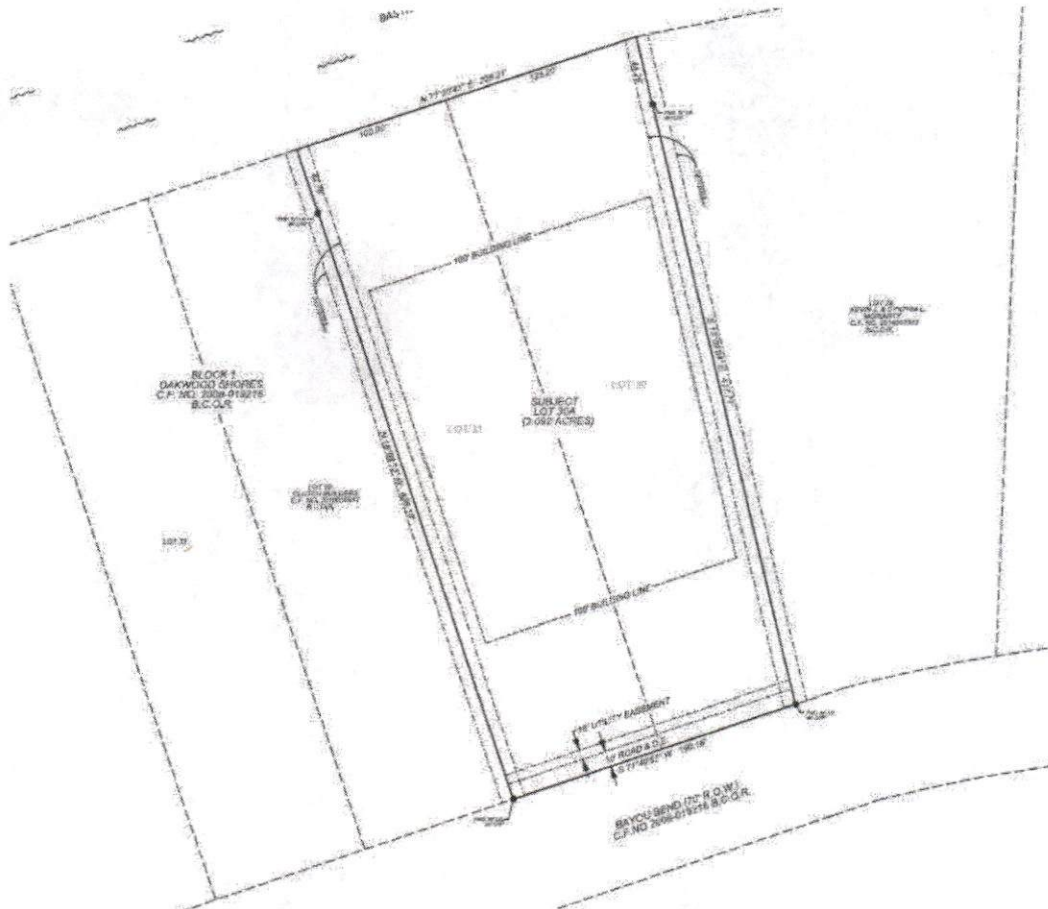
Signature of Applicant

APRIL 28, 2023

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.

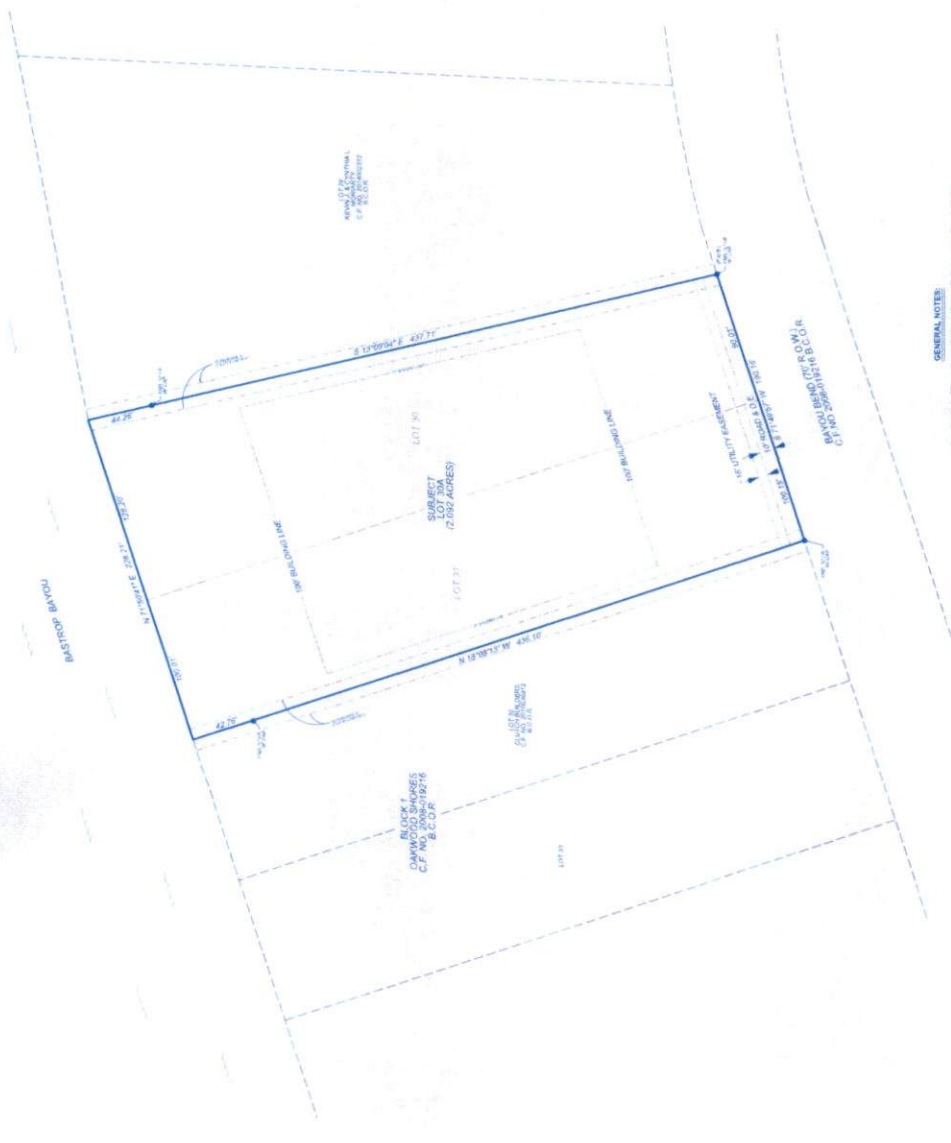


City of Richwood
1800 Brazosport Blvd N
Richwood TX 77531
(979) 265-2082

Receipt No: 91097
Receipt Date: 04/28/2023
Time of Receipt: 04/28/2023 03:43 PM

31702 & 31618 Bayou Bend R	<u>260.00</u>
	\$260.00

Check: 130	<u>260.00</u>
	\$260.00



ALL THIS SURVEY IS IN THE CITY OF BAYOU BEND, TEXAS, IN THE COUNTY OF BRAZORIA, TEXAS, IN THE S.W. 1/4 OF SECTION 36, T15N, R18E, S11W, AS SHOWN ON THE PLAT OF THE SURVEY OF THE CITY OF BAYOU BEND, TEXAS, ABSTRACT 66, RECORD 140, PAGE 10. THE SURVEY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON. THE SURVEY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE PLAT OF THE SURVEY OF THE CITY OF BAYOU BEND, TEXAS, ABSTRACT 66, RECORD 140, PAGE 10. THE SURVEY IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON.

REPLAT
TO
LOT 30A, BLOCK 1
OF
2.092 ACRES
OF
LOTS 30 & 31, BLOCK 1
OAKWOOD SHORES
AS RECORDED IN
COUNTY CLERK'S FILE NO. 8088 01818
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
JARED E. GROFF SURVEY
ABSTRACT 66
CITY OF BAYOU BEND
BRAZORIA COUNTY
MAY 2020

Section VI, Item A.



- GENERAL NOTES:**
- ALL COORDINATES AND DIMENSIONS ARE RELATIVE TO THE TEXAS STATE SURVEY. A CORRECTION FOR REFRACTION OF LIGHT IS APPLIED TO ALL DISTANCE MEASUREMENTS.
 - THE SUBJECT TRACT IS LOCATED WITHIN THE CITY OF BAYOU BEND, TEXAS. ALL DIMENSIONS AND SETBACKS ARE IN ACCORDANCE WITH THE CITY ORDINANCES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND.
 - THE DIMENSIONS AND SETBACKS SHOWN ON THIS PLAN ARE SUBJECT TO THE CITY ORDINANCES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND. THE DIMENSIONS AND SETBACKS SHOWN ON THIS PLAN ARE SUBJECT TO THE CITY ORDINANCES AND REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

OWNER:
WILLIAM A. SPINER
STEPHANIE LYN SPINER
LARK JACKSON, TEXAS 77584

SUPERVISOR:
DOYLE & WARD SURVEYING, INC.
4111 COMMERCE STREET
HOUSTON, TEXAS 77056
(713) 465-5622

OWNER'S DECLARATION:
I, the undersigned, being the owner of the above described property, do hereby certify that the above and foregoing plat of lots 30 & 31 of Block 1 of the City of Bayou Bend, Texas, is a true and correct representation of the actual facts and conditions of the land shown thereon, and that the same conform to the laws and ordinances of the State of Texas and the City of Bayou Bend, Texas, and that I have no knowledge of any other persons claiming an interest in the same. I have caused this plat to be prepared by a duly qualified and licensed surveyor, and I have caused the same to be recorded in the public records of the County of Brazoria, Texas.

RELEASED DRAINAGE DISTRICT:
I, the undersigned, being the owner of the above described property, do hereby certify that the above and foregoing plat of lots 30 & 31 of Block 1 of the City of Bayou Bend, Texas, is a true and correct representation of the actual facts and conditions of the land shown thereon, and that the same conform to the laws and ordinances of the State of Texas and the City of Bayou Bend, Texas, and that I have no knowledge of any other persons claiming an interest in the same. I have caused this plat to be prepared by a duly qualified and licensed surveyor, and I have caused the same to be recorded in the public records of the County of Brazoria, Texas.

NOTICE TO THE PUBLIC:
This plat was prepared by Doyle & Ward Surveying, Inc., a duly qualified and licensed surveyor, and it is hereby certified that the same conform to the laws and ordinances of the State of Texas and the City of Bayou Bend, Texas, and that the surveyor has no knowledge of any other persons claiming an interest in the same.

Jared E. Groff
Surveyor
15200 Katy Road, Suite 100
Houston, Texas 77050



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: Imad Innabi Date: 04/12/23

Address: 14027 SH 288, Angleton, Texas 77515

Home Phone: 832-455-9604 Business Phone: _____

SUBJECT PROPERTY:

Address of property in question: Lots 14, 15 and 16, Block 2, Edgewater Drive, Clute

Legal Description of property: HAVENWOOD (A0066 J E GROCE) BLK 2 LOT 14, LOT 15, LOT 16

Current Zone: R-1

Zone being requested: R-1

PURPOSE OF THE REPLAT (be specific): _____

Combine 3 lots into 1 lot to build a home. Home will be built on the center of
the property (BCAD: 214499, 214500 and 214501)

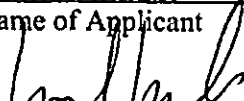
Submitted by: Baker & Lawson, Inc. 4005 Technology Drive, Suite 1530, Angleton, Texas 77515

979-849-6681 dheidrich@bakerlawson.com ahammond@bakerlawson.com

*Mr. Innabi
Pg. 1 of 14*

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.

Imad Innabi
Name of Applicant


Signature of Applicant

4-15-23
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.

*Innabi
Pg. 2 of 14*

B
 J. E. GROCE SURVEY
 ABSTRACT NO. 89
 BRAZORIA COUNTY, TEXAS

B
 J. E. GROCE SURVEY
 ABSTRACT NO. 89
 BRAZORIA COUNTY, TEXAS

4005 TECHNOLOGY DR.
 ANGLETON, TEXAS
 77520-5209
 TEL: 409-465-1111
 FAC: 409-465-1112
 LICENSE NO. 1523820200
 STATE OF TEXAS

OWNER:
 MAD HUNTER
 14027 S.H. 288B
 ANGLETON, TX 77515

J. E. GROCE SURVEY
 ABSTRACT NO. 89
 BRAZORIA COUNTY, TEXAS

REPLAT OF LOTS 14, 15 & 16
 HAVENWOOD
 BLOCK 2
 AS RECORDED IN
 VOL. 7, PG. 59
 P.R.B.C.T.

**PRELIMINARY
 NOT TO BE
 RECORDED**

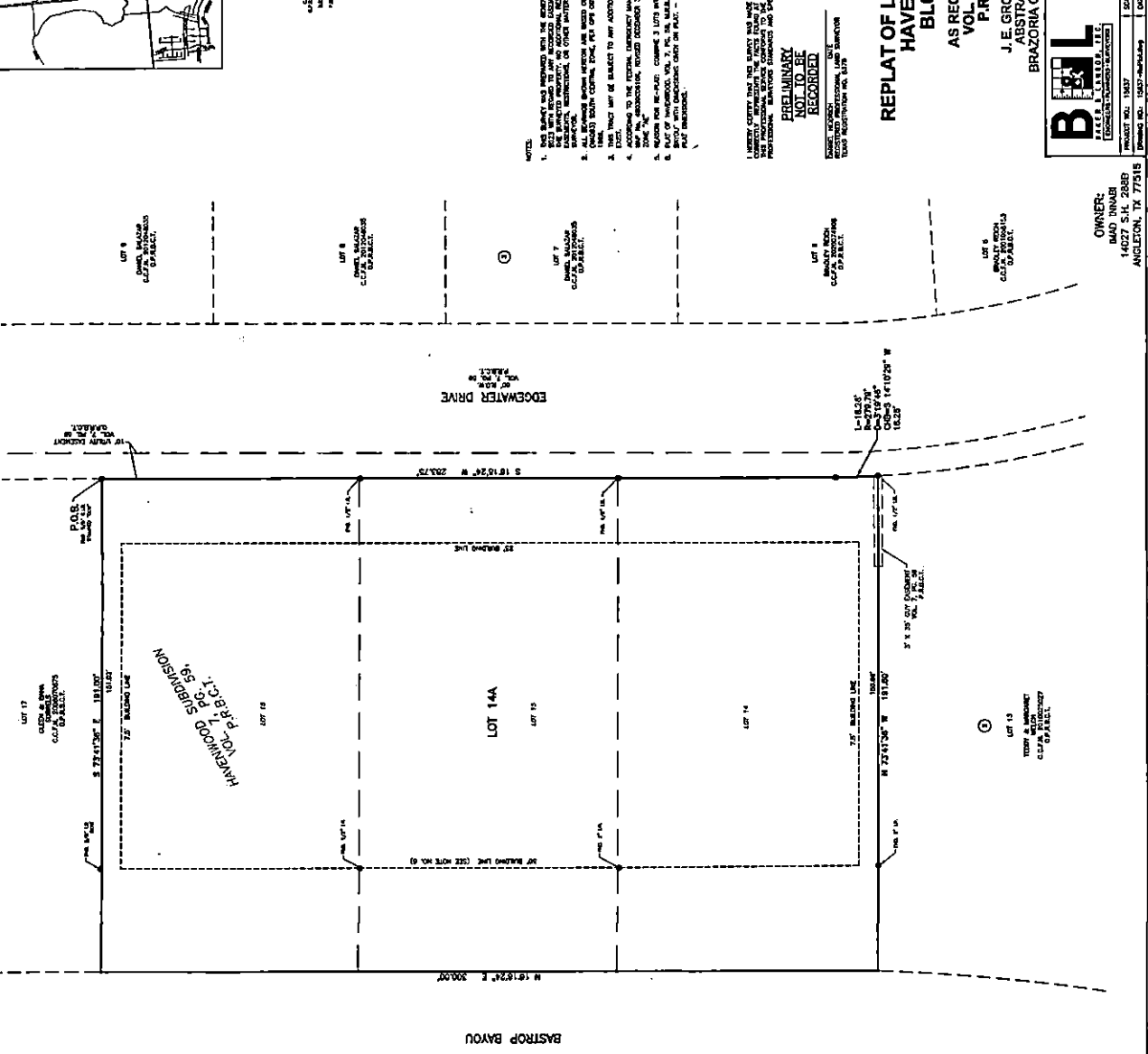
1. HAVING BEEN MADE WITH THE CARE AND DILIGENCE OF A SURVEYOR AND BEING ACCORDING TO THE REQUISITE LAWS OF THE STATE OF TEXAS, THE SURVEYOR HEREBY CERTIFIES THAT THE LINES AND ANGLES SHOWN ON THIS REPLAT ARE TRUE AND CORRECT.

NOTES:
 1. THIS SURVEY WAS MADE WITH THE CARE AND DILIGENCE OF A SURVEYOR AND BEING ACCORDING TO THE REQUISITE LAWS OF THE STATE OF TEXAS, THE SURVEYOR HEREBY CERTIFIES THAT THE LINES AND ANGLES SHOWN ON THIS REPLAT ARE TRUE AND CORRECT.
 2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, FOR THE RECORDS OF THE ORIGINAL SURVEY AND HAS FOUND THE SAME TO BE CORRECT AND COMPLETE.
 3. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUISITE LAWS OF THE STATE OF TEXAS AND THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF TEXAS.
 4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, FOR THE RECORDS OF THE ORIGINAL SURVEY AND HAS FOUND THE SAME TO BE CORRECT AND COMPLETE.
 5. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE REQUISITE LAWS OF THE STATE OF TEXAS AND THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF TEXAS.

LEGEND

- SURFACE SHOWING THE EXISTING
- ROADS
- RIGHT OF WAY
- PROPOSED
- EXISTING
- NEW
- REPLAT
- ADDITIONAL
- REVISIONS
- AND
- REGULATIONS
- THEY
- MAY
- SEEK
- BY
- THE
- OWNER
- OR
- BY
- THE
- SURVEYOR

SCALE: 1" = 1/2" = 20'



STATE OF TEXAS
 COUNTY OF BRAZORIA
 J. E. GROCE, SURVEYOR
 My commission expires on _____
 I, _____, being duly sworn, depose and say that I am the owner of the above described land and that the above described replat was made by me or under my direction and supervision and that the same is true and correct and that the same was made in accordance with the laws of the State of Texas and the rules and regulations of the Surveying Board of Texas.

WITNESSES my hand and seal of office this _____ day of _____, 20____.

NOTARY PUBLIC FOR THE STATE OF TEXAS

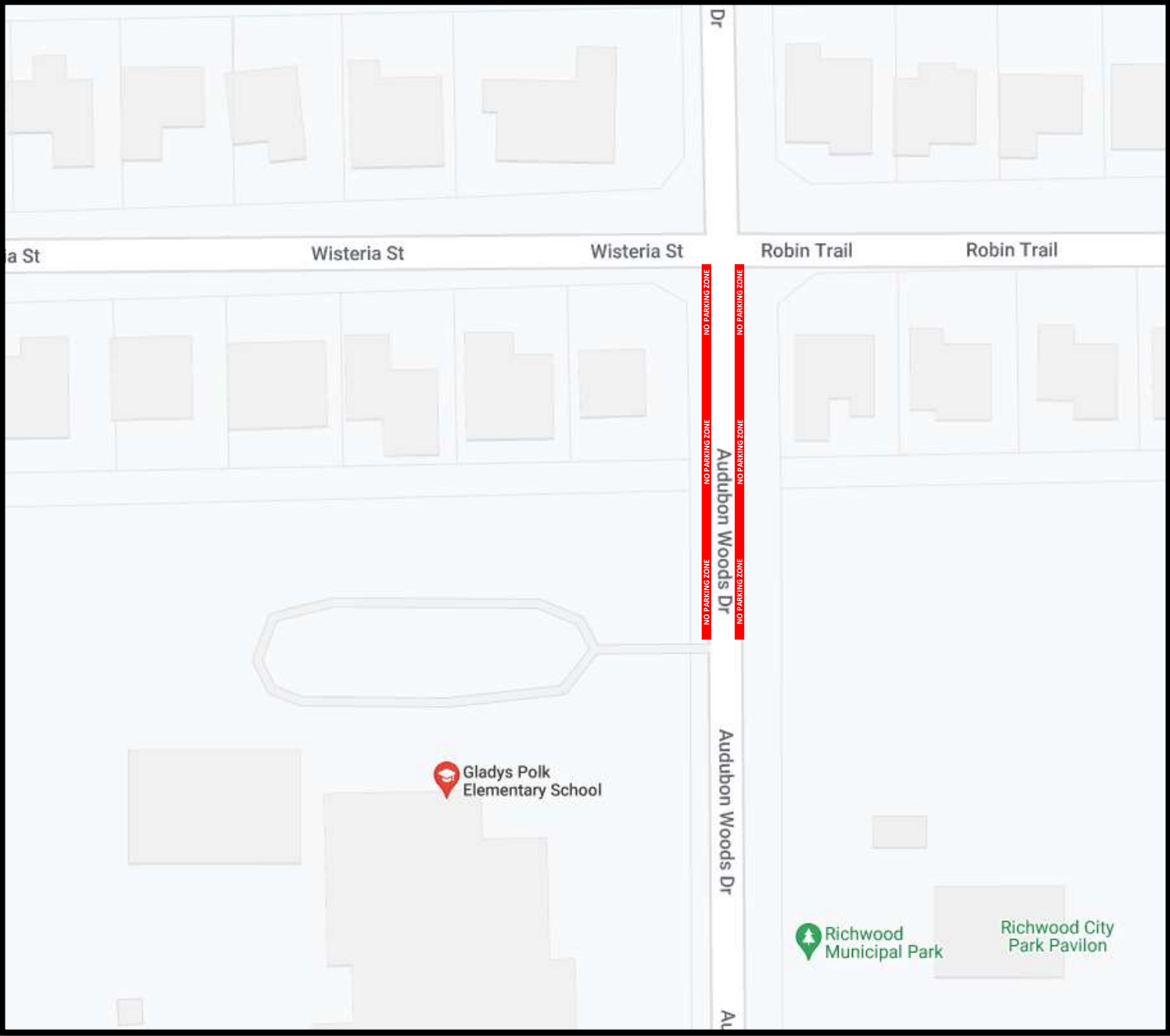
My commission expires on _____

STATE OF TEXAS
 COUNTY OF BRAZORIA
 I, _____, being duly sworn, depose and say that I am the owner of the above described land and that the above described replat was made by me or under my direction and supervision and that the same is true and correct and that the same was made in accordance with the laws of the State of Texas and the rules and regulations of the Surveying Board of Texas.

ALL RIGHTS AND INTERESTS OF ALL PERSONS WHOSE INTERESTS ARE AFFECTED BY THIS REPLAT ARE HEREBY NOTICED TO FILE WITHIN THIRTY (30) DAYS OF THE DATE OF RECORDING OF THIS REPLAT WITH THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, A WRITING SETTING FORTH THE NATURE AND EXTENT OF SUCH INTERESTS AND THE PERSONS WHOSE INTERESTS ARE SO AFFECTED. FAILURE TO DO SO WILL CONSTITUTE WAIVER OF ALL SUCH INTERESTS AND RIGHTS.

THE REPLAT OF LOTS 14, 15 & 16, HAVENWOOD BLOCK 2, IS HEREBY APPROVED AND RECORDED BY THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, AND THE SURVEYOR HEREBY CERTIFIES THAT THE LINES AND ANGLES SHOWN ON THIS REPLAT ARE TRUE AND CORRECT.

THIS REPLAT IS HEREBY APPROVED AND RECORDED BY THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, AND THE SURVEYOR HEREBY CERTIFIES THAT THE LINES AND ANGLES SHOWN ON THIS REPLAT ARE TRUE AND CORRECT.



ORDINANCE 23-507

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHWOOD, TEXAS ESTABLISHING A NO PARKING ZONE ALONG THE NORTH AND SOUTH BOUND PORTIONS OF THE ROADWAY AUDUBON WOODS DRIVE BETWEEN THE NORTH ENTRANCE/EXIT TO POLK ELEMENTARY SCHOOL TO THE INTERSECTION OF WISTERIA STREET, IN THE CITY OF RICHWOOD, TEXAS; PROVIDING FOR A PENALTY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT ONLY; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, for the safety and welfare of all beings in the City of Richwood, Texas, the City Council finds it in the best interest to establish a No Parking Zone along portions of the roadway known as Audubon Woods Drive; and

WHEREAS, the City Council of the City of Richwood, Texas has determined that a No Parking Zone along the east and west boundary of Audubon Woods Drive is necessary in order to keep parked cars from blocking the vision of traveling traffic or causing a bottleneck during school pickup and drop off; and

WHEREAS, a governing body of a municipality may enforce such regulation by adoption of an ordinance, and may impose a fine or penalty for the violation imposed or incurred under law or in accordance to an ordinance.

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

Section 1. No Parking Zone: That no person shall stop, park, or leave standing an attended or unattended vehicle along portions of the roadway of Audubon Woods Drive. The following areas are designated as a No Parking Zone: a. along a portion of the roadway of Audubon Woods Drive between the north entrance/exit to the Polk Elementary School on both the east and west sides of the roadway; that obstructs the vision of motorists while approaching and leaving the area of Polk Elementary School; restricts access by emergency responders responding to an emergency; and creates a bottleneck of traffic during the drop off and pick up times of school age children.

Section 2. Towing Enforced: That if the owner or operator of a vehicle is parked in violation of this ordinance, the Richwood Police Department has the discretion to tow the vehicle under the regulations of the city’s towing program ordinance and violators shall be charged the applicable towing fees.

Section 3. Violation: 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. Severability Clause: Should any part, sentence, phrase, or section of this ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this ordinance shall not be adversely affected. No portion of the ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

Section 5. Cumulative/Conflict Clause: This ordinance shall be cumulative of all provisions of ordinances of the City except where provisions of this ordinance is in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinance are hereby repealed.

Section 6. Savings Clause: The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any right of the City of Richwood under any section or provisions of any ordinance in effect at the time of passage of this Ordinance.

Section 7. Repealed Clause: All ordinances or parts of ordinances in force when the provision(s) of this ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 8. Effective Date: This ordinance shall become effective immediately upon its passage and publication as provided by law. It is the intention of the City Council that this ordinance shall become a part of the existing Code of Ordinances of the City of Richwood and may be renumbered and codified therein accordingly. Any part of the existing Code of Ordinances in conflict with this ordinance is hereby repealed.

PASSED AND APPROVED on this 14th day of August 2023.

Michael Durham, Mayor

ATTEST:

Kirsten Garcia, City Secretary

Surplus Equipment

The following are general descriptions of Richwood’s surplus equipment and opinions of fair market values. These values were determined utilizing current pricing of the same or similar equipment on the internet and consideration of the current condition of the surplus equipment.

Frontier 90” Finishing Mowing Deck

Estimated Value - \$1,500.00 Less 25% - \$1,125.00



\$2,200

TRACTOR ZOOM

Search all Equipment

Dealers Auctioneers Finance What's It Worth? About

Hay and Forage / Mowers - Rotary / **Frontier GM1190**

Item is unavailable
Sorry this equipment has sold or is no longer available. Browse similar equipment below for sale near you.

Sold - Frontier GM1190
Smyrna, TN

See Other Frontier GM1190

Browse Other Hay And Forage

Details

Auction Date
Apr 15, 2023

Make	Frontier
Model	GM1190
Category	Hay and Forage
Subcategory	Mowers - Rotary
City	Smyrna
State	TN
Price	2,200
Condition	Used
Serial No.	1XFGM11XAL0000544

\$7,240

MACHINEFINDER

2023 FRONTIER GM1190

\$7,240 US

Grooming Mower - 90 Inch Cutting Width - Category 1 - Rear 3 Pc Mounting Hardware Included - New Machine, Never Been Used - Used - On Lot

RDO EQUIPMENT CO
2705 STATE HIGHWAY 204
ALMA, MISSISSIPPI 38821
USA

CONTACT SALES TEAM
800.525.4100

CALL
EMAIL
MAP
DEALER PAGE

SAVE & SHARE MACHINE

THIS 2023 FRONTIER GM1190 SPECIFICATIONS & DETAILS
STOCK: 208146
SERIAL: 1XFGM11XAL0000544
CATEGORIZED UNDER: Grooming Mowers
SPECIFICATIONS
• 90 Inch Cutting Width - Finishing Mower

Land Pride 72" Mowing Deck

Estimated Value - \$1,000.00 Less 25% - \$750.00



7 photos

2022 Land Pride RCR1872

Save

2022 LAND PRIDE RCR1872 MOWER. 540 SHAFT. 6' CUT. GOOD SHAPE. Express Financing Get Pre-Approved Get a FR8Star Shipping Estimate

\$2,950

Est. \$0 monthly

Get Financing



J & K Auction Service - Flint
Flint, TX
(903) 825-2400



1/13

\$2,750

Make An Offer

Used 2021 LAND PRIDE Mower Attachments
RCR1872

2021 Land Pride RCR1872 Rotary Mower; S/N: 1742648; 72" Cut; Cat. 1, 3-Point; UNUSED;

Email

1-866-658-8117

Marshall Machinery Inc - Website - Honesdale, PA - 1,423 mi away

Chat

View our other Marshall Machinery location

Ford 3930 2WD Tractor (21,961 hrs.)

Estimated Value - \$12,500.00 Less 25% - \$9,375.00



\$9,000

[Make An Offer](#)

Used 1990 FORD Tractors
3910

1990 FORD 3910. Roll bar and Canopy. Diesel, 42HP, 2000 Hours, One Owner, Good Tires, PS, Ind Live PTO

[Email](#)

1-866-557-4935

Larry Pursley - Franklin, OH - 960 mi away

FEATURED LISTING



13

Updated: Wednesday, June 28, 2023 09:55 AM

FORD 3930
40 HP to 99 HP Tractors

Price: **USD \$14,900**

CURRENCY. Get Financing*

Machine Location:
Mount Pleasant, Pennsylvania 15666

Hours: 1,346
Drive: 2WD
Engine Horsepower: 52 HP
Serial Number: BC69073

Compare

Owen McGill Farm Equipment
Mount Pleasant, Pennsylvania 15666
Phone: (724) 892-7004

[View Details](#)

[Email Seller](#)

[Video Chat](#)

Get Shipping Quotes

CURRENCY. Apply for Financing

Ingersoll Rand Steel Wheel Roller (12,102 hrs.)

Estimated Value - \$14,000.00 Less 25% - \$10,500.00



2004 Ingersoll Rand DD28HF Roller Stock# 39121

eBay
2004 Ingersoll Rand DD28HF Roller Stock# 39121

\$14,950.00
Pre-owned

MQ Power 230V Single Phase Generator (36kW w/transfer switch)

Estimated Value - \$20,000.00 Less 25% - \$15,000.00



MQ Multiquip WhisperWatt Super-Silent DCA36SPXU4F
DIESEL Generator - 36kW

Typically \$45,486

Colorado Standby
MQ Multiquip WhisperWatt Super-Silent DCA36SPXU4F
Diesel Generator - 36kW
Free 6-day delivery

\$45,485.75

2005 Ford F-650 Dump Truck (Odometer – 24,134)

Estimated Value - \$25,000.00 Less 25% - \$18,750.00



\$36,500

[Make An Offer](#)

Used 2006 Ford Dump Trucks
F-650

2006 Ford. F-650, Dump Trucks, 2006 Ford F-650 Dump Truck. Under 26K Non CDL. 43,901 miles. Cummins Diesel Engine 6spd Manual!

[Email](#)

1-800-671-7734

[Mitty Construction - Website](#) - Redding, CA - 1,714 mi away [Chat](#)



\$24,995

[Make An Offer](#)

Used 2005 FORD Dump Truck, Landscape Truck, Contractor Truck CLASS 6 (GVW 19501 - 26000)
F-650 Super Duty

2005 Ford F-650 Super Duty, 4X2 2dr Regular Cab, Chassis, Truck runs and drives good. Does have an abs light on. Tailgate is missing

[Email](#)

1-888-803-0709

[Anything in Motion, Inc - Website](#) - Bolingbrook, IL - 964 mi away

2002 Ford F-350 Dump Truck (Odometer – 50,640)

Estimated Value - \$14,000.00 Less 25% - \$10,500.00



Home > All Categories > Dump Trucks > FORD > F350 > Indiana > Henryville > 2002 > See all FORD F350 near Henryville, IN



Used 2002 FORD Dump Truck F350

206,637 Miles Stock # 02-2655

\$14,800

Compare Commercial Loans lendingtree

Contact Don's Truck & Trailer

View Dealer's Website

1-888-596-3418 Text Us

Your Email Address

Hi, I am interested in your: 2002 FORD F350 Dump Truck.

Please contact me at your earliest convenience

You can reach me at Phone (optional)

Additional Comments

Thank you!



Refine your search

Year
 2002 — 2002
 • 2002
 • 2016 (82)

Trucks > Ford > F350 > 2002

2002 Ford F350 Dump Trucks For Sale (11 results)



2002 Ford F-350 Dump Truck W/ Only 46k C07400 \$18,990

\$18,990

Air Conditioning
 xxxx Ford F-350 Dump Truck, 6.8 Liter Gas, AT, AC, PS, PB, Rugby Dump, GVWR= 11,000 Lbs., Only 46k,...
 US, California, Santa Barbara County, Carpinteria 6 years at showmethead.com

Curtis Dyna-Fog Silver Cloud Aerosol Fogger

Estimated Value - \$1,000.00 Less 25% - \$750.00



For purposes of public sale, staff wishes to apply the following minimum conditions:

- Advertisement the invitation to bid with The Facts and available media outlets.
- Allow one day during the bid cycle for interested parties to view and inspect surplus equipment.
- Post pictures, descriptions, odometer/hour-meter readings, etc., on the city's website.
- Require that individuals submitting bids do so online only.
- Accept the bid closest to the estimated value with 25% less the estimated value being the lowest bid to be accepted.
- Public bid opening.
- Require that purchased equipment be retrieved within 5 business days of the bid opening.
- Require that all payments be in the form of cashier's check, money order, or cash.



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: SURPLUS EQUIPMENT

SUMMARY:

Public Works needs direction on the way City Council wishes to sell surplus equipment within the Public Works Equipment Fleet.

BACKGROUND INFORMATION:

At the July City Council Meeting, Council was presented with a list of equipment within the Public Works Equipment Fleet that had become obsolete due to the purchase of new and improved equipment. The equipment motioned and voted on by Council to be deemed "Surplus" at the July meeting is as follows:

- Frontier 90" Finishing Mower Deck
- Land Pride 72" Mowing Deck
- Ford 3930 2WD Tractor
- Ingersol Rand Steel Wheel Roller
- MQ Power 230V Single Phase Generator
- 2005 Ford F-650 Dump Truck
- 2002 Ford F-350 Dump Truck
- Curtis Dyna Fog Aerosol Fogger

A public sale of the equipment was suggested to Council with a condition of no minimum bid. Based on Council's input regarding no minimum bid, a revised equipment list is included in the Council Packet showing previously determined values for surplus equipment with a minimum acceptable bid of 25% less the estimated value. The 25% benchmark was implemented based on seller's fees that would be paid to Gov Planet. Gov Planet was suggested by Councilman Escalante in the July Meeting as a possible alternate means of selling surplus equipment.

Gov Planet is an auction service that specializes in the auctioning of equipment deemed "Surplus" by Federal, State, and Local Governments. Gov Planet owns auction houses across America with the nearest auction house to Richwood being in Humble, TX.

The 2 manners of auction of surplus equipment through Gov Planet are Online Auction and Live Auction. Online auctions cost the government entity additional fees as Gov Planet adds an additional step of sending a representative to Richwood to assess all equipment that will be auctioned off via Gov Planet’s online portal. The online auction option also requires that Richwood be responsible for loading equipment for buyers to transport.

The Live Auction option is facilitated by a single local Gov Planet Representative. Richwood is responsible for the transport of all equipment to the nearest auction house for sell. After the sell, Gov Planet sets time limits for equipment pickup and assists buyers in the loading and transport of purchased equipment.

I spoke with the South Houston Region, Gov Planet Representative and gained the following knowledge of the auction process.

- The government entity completes necessary paperwork identifying individual pieces of equipment as well as signing a contract inclusive of auction terms and seller’s fees.
- Richwood Public Works is responsible for the transport of all equipment to Humble, TX to be auctioned by Gov Planet.
- Auction item values and/or opening bid prices are determined by the equipment’s estimated resale value which is based on the current market and previous sale of the same or similar equipment by Gov Planet. ***The City of Richwood does not set this value.***
- Auctions take place twice a month.
- Equipment that sells for \$3000.00 or less are subject to a 25% seller’s fee. Equipment selling for more than \$3000.00 is subject to a 15% seller’s fee. ***These fees are possibly negotiable. I understand the fees are heavily dependent on what kind of equipment and how much equipment is being sold.***
- Based on Gov Planet’s guidelines for bidders purchasing equipment, the buyer has six days to retrieve the equipment after purchase. The government entity receives proceeds from the auction within three weeks of the equipment sale.

ISSUE:

It was initially thought by Public Works that a local sale would be a productive way to sell surplus equipment due to the general nature and applicable use of such equipment in the localized area. It is the opinion of Public Works that sale via Gov Planet auction would be the most streamlined, efficient, and profitable way to discard surplus equipment.

FISCAL IMPACT:

RECOMMENDATION:

I recommend a motion to sell Richwood’s identified surplus equipment through Ritchie Brothers Gov Plant auction house in Humble, TX.

August 1, 2023

Mr. Eric Foerster, MPA, CPM
City Manager
City of Richwood
EFoerster@RichwoodTX.gov

Re: Proposal for Professional Services

Dear Mr. Foerster:

It was a pleasure to engage with you and your Finance Director, Ms. Ditto, over the last few days. Thank you for the opportunity to meet with you to discuss our services. Additionally, we appreciate the opportunity to present a proposal for our Professional Services. The enclosed scope outlines the specifics regarding the services that we are offering the City. We have included, for the City's consideration, 1) full sales tax administration, which encompasses monthly data analytics reports and unlimited consultation with our Client Services Team, along with research, audit and recovery for the City and the Crime Control District and 2) economic development solutions, which include Retail Market Analytics Reports and a Community Profile for retail attraction. Please keep in mind for the City's future potential needs, we provide an array of other services that relate to economic development including strategic plans, actions plans, business attraction, and various sales tax and econ analysis.

We are grateful for the opportunity to propose this information to the City, and we look forward to potentially working with you and the City Staff.

Please do not hesitate to contact me if you have any questions or require any additional information.

Kind Regards,



Katie Biggers
Business Development Manager





Proposal for Professional Services

August 1, 2023

City of Richwood



Austin Office
8700 Manchaca Rd, Suite 106
Austin, TX 78748
512.906.0429

Houston Office
9821 Katy Fwy, Suite 440
Houston, TX 77024
713.481.6975

Scope of Services

Option 1: Full-Service Sales Tax Administration

A.

1. Sales Tax Report & Consultation Fee

Report and consultation fee includes monthly access to Sales Tax Analysis Report Service (STAR- Summary & STAR-Detail) through online portal access, unlimited consultation on taxpayers or general sales tax matters, as well as assistance with budget and forecast as needed.

2. Sales Tax Audit & Recovery Fee

An audit and recovery fee of **30%** will be billed in those situations where our work results in sales tax revenue improvements to the City and/or Crime Control District (CCD) from recovered, future, or increased taxes. Recovered taxes are taxes incorrectly paid to another jurisdiction which are subsequently re-allocated to the City/CCD as a result of HdL recommendations or work. Future taxes are taxes received by the City/CCD as a result of HdL finding and fixing errors which result in taxes received going forward from the error correction. Increased taxes are taxes received by the City/CCD as a result of HdL finding and fixing errors which result in an increase in tax received above historic levels from the point of error correction. Audit and recovery fees for future or increased taxes are limited to a 24- month billing period from the date the City and/or CCD first realizes the sales tax improvement.

B. Sales/Use Tax Compliance Consulting Services

In providing CLIENT comprehensive sales/use tax review, compliance and recovery services HDL will:

Serve as the primary contact point for CLIENT with the TCPA and businesses collecting sales/use tax for benefit of CLIENT,

1. Provide coordination and information as appropriate with and to the TCPA and businesses in order for CLIENT to receive its correct sales/use tax payments,
2. Research and review businesses reporting sales tax to CLIENT to assure they should be and are collecting and paying sales tax appropriately to CLIENT,
3. Research new businesses established in CLIENT's locale and fix any not registered appropriately to collect sales tax for the City,
4. Develop the requisite information and work with certain out-of-jurisdiction services and sales providers to assure the appropriate tax is collected and reported for CLIENT,
5. Review monthly details of CLIENT's sales tax receipts and research any anomalies which could result in missing tax,

6. Provide CLIENT monthly a series of reports, individually or aggregated in a package, as listed below. HDL may from time-to-time include additional reports, modify reports, or eliminate reports.
 - a. Monthly Sales Tax Graphic (MSTG)
 - b. Sales Tax Payment Detail (STPD)
 - c. Sales Tax Snapshot (STS)
 - d. Top 100 Taxpayers (TOP100)
 - e. Top 30 Taxpayers (TOP 30)
 - f. Monthly Variance (MVAR)
 - g. Fiscal Year-to-Date Variance (FYTDVAR)
 - h. Industry Segment Rank and Distribution (ISRDR)
 - i. Industry Segment Rank and Change (ISRC)
 - j. Industry Segment Trend (IST)
 - k. STAR Summary Package (all reports above in a pdf file)
 - l. Taxpayer Payment History (TPH)
 - m. NAICS Range Report (NRR)
 - n. Business Group Sales Tax Forecast
 - o. STAR Detail (all reports below in an Excel workbook)
 - i. Major Taxpayers Historic Rank
 - ii. Major Jurisdiction Taxpayers Rank
 - iii. Jurisdictional Large Company Location Cross Reference
 - iv. Top 100 Taxpayers Rank
 - v. NAICS Major Taxpayers Rank
 - vi. NAICS Segments Analysis
7. Provide special reports and analyses of issues not included in the above reports but are within the scope of the Agreement,
8. Provide CLIENT’s governing officials and management consultations as appropriate.

Option 2: Economic Development Solutions

A.

1. RETAIL MARKET ANALYTICS REPORTS AND CONSULTATION

- a. Consumer Demographic Profile – An HdL profile uses Synergos Technologies, Inc. (STI) PopStats database with over 1,200 variables with a bottom-up methodology to deliver the highest accuracy level and dependable demographic data. The side-by-side comparison helps users visualize consumer changes as the market size differs.
- b. Household Segmentation Profile – An HdL profile provides a deep understanding of consumer preferences, behaviors, and habits. Utilizing Personix Lifestage database the report segments 70 household clusters into one of 21 Lifestage Groups and ranks the top 10 individual clusters allowing the user to identify the most concentrated groups with ease. The document includes links to the Personix Online Guide, which provides an in-depth summary of each group and cluster.

- c. Employment Profile – An HdL profile provides insight on the employment market located within a specific trade area. The profile breaks down industry groups, as well as Occupational sectors, to allow an accurate evaluation of the daytime population and workforce for the defined region. Understanding the types of businesses and the types of workers that are positioned near key areas of interest can greatly influence decisions.
- d. Consumer Demand and Market Profile (GAP Analysis) – An HdL profile examines opportunity-surplus gaps across 31 retail segments and 40 major product and service lines to provide insight on potential opportunities within a defined market. The assessment evaluates the overall trade area, not just jurisdictional boundaries, making it a more useful tool to assist in development planning, recruitment strategies, and overall market analysis.
- e. Void Analysis (Solutions Set with Match Scores) – An HdL analysis provides trade area supply and demand (surplus and leakage) data for nearly 60 retail store and product categories to identify which goods and services are in demand in your trade area. Unlike traditional approaches that only look at which tenants are missing from the trade area, an HdL void analysis also scores your site against the typical location profile of thousands of potential brands. The tool enables quick evaluation opportunities to show prospects that a site presents a strong business opportunity. The void analysis also determines which co-tenants they co-locate with and whether your location is a logical fit for their network, which leads to more vibrant retail trade areas and an optimized sales tax base.

2. COMMUNITY PROFILE—Updated annually.

Option 3: Bundled Package of Services (Includes Both Options 1 & 2)

Price Proposal

Option 1: Full Sales Tax Administration Services

- 1. Monthly Sales Tax Reports via HdL Portal
- 2. Administrative Review
- 3. *Unlimited* Consultation—full access to our Client Services Team for any questions regarding the City’s sales taxpayers or general sales tax inquiries.
- 4. HdL Consensus Texas Forecast and Forecast Tool—updated 2-4 times per year
- 5. Audit
- 6. Research and Recovery

\$2,500 annually (+30% recovery component for any sales tax improvements recovered by HdL on behalf of City and/or CCD – only on improvements.)

Option 2: Economic Development Services

1. Retail Market Analytic Reports—Updated 1-2 times per year
 - a. Consumer Demographic Profile
 - b. Household Segmentation
 - c. Employment Profile
 - d. GAP Report (Leakage Report)
 - e. VOID Analysis (Solutions Set with Match Scores)
2. Community Profile (updated annually)
3. Consultation with our Economic Development Team

\$3,500 annually

Option 3: Bundled Package of Services (All of the Above)

1. Monthly Sales Tax Reports via HdL Portal
2. Administrative Review
3. *Unlimited* Consultation—full access to our Client Services Team for sales tax questions
4. HdL Consensus Texas Forecast and Forecast Tool—updated 2-4 times per year
5. Audit
6. Research and Recovery
7. Retail Market Analytic Reports—Updated 1-2 times per year
 - a. Consumer Demographic Profile
 - b. Household Segmentation
 - c. Employment Profile
 - d. GAP Report (Leakage Report)
 - e. VOID Analysis (Solutions Set with Match Scores)
8. Community Profile (updated annually)
9. Economic Development Consultation with our Economic Development Team

\$5,000 annually (+30% recovery component for any sales tax improvements recovered by HdL on behalf of City and/or CCD – only on improvements.)

References

- City of Missouri City
Allena Portis – Assistant City Manager
Allena.Portis@MissouriCityTX.gov
281.403.8614

- City of Pearland
Rachel Wynslow – Budget Officer
RWynslow@PearlandTX.gov
281.652.1672

- City of Rosenberg
Luis Garza – Finance Director
LGarza@RosenbergTX.gov
832.595.3368

- City of Shenandoah
Lisa Wasner – Finance Director
LWasner@ShenandoahTX.us
832.585.8174

- City of Waller
Jon Isom – City of Waller EDC – EDC Director
JIsom@WallerEDC.org
936.931.5151

Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of August 1, 2023 (“Effective Date”) by and between **City of Richwood**, a municipal corporation of the State of Texas (“CLIENT”) and **Avenu Insights & Analytics, LLC**, a Delaware limited liability company (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work, which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule, incorporated and included herein.

C. General Provisions

1. **Term of the Agreement:** The initial term of this Agreement shall be for a period of three (3) years following the Effective Date, and automatically renew for two (2) successive one (1) year terms if neither party has cancelled (the “Term”). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party

arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

- 3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
- 4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman’s compensation, withholding taxes or income taxes.
- 5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:
City of Richwood
 Attn: Eric Foerster
 1800 Brazosport Blvd N.
 Richwood, TX 77531
 Phone: (979) 265-3583
 Email: efoerster@richwoodtx.gov

If to CONSULTANT:
Avenu Insights & Analytics, LLC
 Attn: Contracts Department
 5860 Trinity Parkway, Suite 120
 Centreville, VA 20120
 Email: contracts@avenoinsights.com

- 6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Brandi Sanner, Client Services Manager
 12600 N. Featherwood Drive, Suite 240, Houston, TX 77034
 Phone: (985) 335-7570 / Email: brandi.sanner@avenoinsights.com

- 7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) to extent occurring or resulting from CONSULTANT’s negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. “CONSULTANT’s performance” includes CONSULTANT’s action or inaction and the action or inaction of CONSULTANT’s officers, employees, agents and subcontractors.

- 8. **Limitation of Liability:** **IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT’S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT’S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT’S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.**

- 9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers’ compensation insurance; employer’s liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers’ Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.

- 10. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

- 11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

- 12. Ownership of Documents: Except for CONSULTANT’s preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.

- 13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT’s database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.

- 14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other’s activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party’s prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

- 15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT (“Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

- 16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.

- 17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

- 18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party’s right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

- 19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.

- 20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

- 21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.

- 22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.

- 23. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the “Implementation Date”) for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CLIENT”

City of Richwood

a Municipal Corporation

“CONSULTANT”

Avenu Insights & Analytics, LLC

a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A STATEMENT OF WORK

This Statement of Work is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights and Analytics, LLC (“AVENU”) and the City of Richwood (“CLIENT”).

A.1 SALES AND USE TAX COMPLIANCE REVIEW

Objectives and Methods

AVENU’s Sales and Use Tax Compliance Review is designed to assist CLIENT in enhancing its sales and use tax revenues by detecting, documenting, and correcting sales and use tax errors thereby producing previously unrealized revenue for CLIENT.

Scope of Work

In providing the Sales and Use Tax Compliance Review, AVENU shall:

- Meet with CLIENT’s designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the CLIENT and define logical checkpoints for reviewing progress.
- Perform a review of the CLIENT’s businesses’ sales and/use tax remittances to ensure proper application of local sales and/ use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the CLIENT, AVENU will assist the businesses, as needed, in preparing and filing amended returns and/or reallocation requests with the Comptroller’s office to gain compliance. AVENU and/or the CLIENT may also provide additional documentation to the Comptroller’s office to request its assistance in gaining compliance from taxpayers as needed.

AVENU Deliverables

Progress Reports

AVENU will provide periodic progress reports to CLIENT in the form of status updates. AVENU’s progress reports will identify errors detected, documented, and corrected.

CLIENT Assistance

CLIENT shall assist AVENU by providing information and assistance necessary to perform the Sales and Use Tax Compliance Review to include, without limitation, the following:

- Providing AVENU historical sales and use tax information including confidentiality reports received from the Comptroller for past periods, if available.
- Issuing necessary documentation to the Comptroller to allow AVENU to access and receive detailed confidentiality reports monthly.

- Providing a letter of introduction identifying AVENU as an authorized agent of the CLIENT to perform the Sales and Use Tax Compliance Review and to receive and examine taxpayer records necessary to assure sales and use tax compliance.
- Pursuing in good faith corrective action on errors detected by AVENU.
- Issuing necessary documentation to the Comptroller to correct errors validated by AVENU.

The parties agree that the CLIENT and/or the Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CLIENT's sales and use tax, recognizing that AVENU's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing CLIENT with technical assistance, without assuming or being delegated the authority or responsibility of CLIENT to administer, interpret, and enforce its sales and use taxes.

**EXHIBIT B
COMPENSATION SCHEDULE**

This Compensation Schedule is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights and Analytics, LLC (“AVENU”) and the City of Richwood (“CLIENT”).

B.1 SALES AND USE TAX COMPLIANCE REVIEW

In exchange for AVENU performing the work indicated above, the CLIENT will pay AVENU as follows:

The CLIENT shall pay AVENU a thirty percent (30%) contingency fee. The fee applies to the sales/use tax revenue received by the CLIENT from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) – sales/use tax revenues received by the CLIENT from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales/use tax revenues received for the first eight consecutive reporting quarters twenty-four (24) months following correction of the errors and confirmation of receipt of revenue by the CLIENT. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior twelve (12) months immediately prior to the first month of correct tax remittance.

AVENU will invoice CLIENT quarterly based on past and/or prospective compliance secured on behalf of CLIENT. Invoices are due and payable upon receipt.

All expenses incurred by AVENU in providing the Sales/Use Tax Compliance Review are the sole and exclusive responsibility of AVENU, except those expenses that receive prior written approval by CLIENT.

Completion of Services

Notwithstanding anything else in this Agreement, to the contrary, the CLIENT will pay AVENU per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. AVENU will provide CLIENT with a list of taxpayer accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination (“completion list”). AVENU can continue working those taxpayer accounts on the completion list for a reasonable time to obtain a correction.

Additional Consulting

CLIENT may request that AVENU provide additional consulting services at any time during the Term of this Agreement. If AVENU and CLIENT agree on the scope of the additional consulting services requested, then AVENU shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from ninety dollars (\$90) per hour to three hundred fifty dollars (\$350) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of August 1, 2023 (“Effective Date”) by and between **Richwood Crime Control and Prevention District**, a special purpose district of the City of Richwood and the State of Texas (“CLIENT”) and **Avenu Insights & Analytics, LLC**, a Delaware limited liability company (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work, which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) years following the Effective Date, and automatically renew for two (2) successive one (1) year terms if neither party has cancelled (the “Term”). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT.

Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

- 3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
- 4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman’s compensation, withholding taxes or income taxes.
- 5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:
Richwood Crime Control & Prevention District
 Attn: Eric Foerster
 1800 Brazosport Blvd N.
 Richwood, TX 77531
 Phone: (979) 265-3583
 Email: efoerster@richwoodtx.gov

If to CONSULTANT:
Avenu Insights & Analytics, LLC
 Attn: Contracts Department
 5860 Trinity Parkway, Suite 120
 Centreville, VA 20120
 Email: contracts@avenuinsights.com

- 6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Brandi Sanner, Client Services Manager
 12600 N. Featherwood Drive, Suite 240, Houston, TX 77034
 Phone: (985) 335-7570 / Email: brandi.sanner@avenuinsights.com

- 7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) to extent occurring or resulting from CONSULTANT’s negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. “CONSULTANT’s

performance” includes CONSULTANT’s action or inaction and the action or inaction of CONSULTANT’s officers, employees, agents and subcontractors.

8. **Limitation of Liability:** IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT’S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT’S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT’S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

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- 12. Ownership of Documents: Except for CONSULTANT’s preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.

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- 15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT (“Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CLIENT”
Richwood Crime Control & Prevention
District
a Special Purpose District

“CONSULTANT”
Avenu Insights & Analytics, LLC
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A STATEMENT OF WORK

This Statement of Work is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights and Analytics, LLC (“AVENU”) and the Richwood Crime Control & Prevention District (“CLIENT”).

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- On behalf of the CLIENT, AVENU will assist the businesses, as needed, in preparing and filing amended returns and/or reallocation requests with the Comptroller’s office to gain compliance. AVENU and/or the CLIENT may also provide additional documentation to the Comptroller’s office to request its assistance in gaining compliance from taxpayers as needed.

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CLIENT shall assist AVENU by providing information and assistance necessary to perform the Sales and Use Tax Compliance Review to include, without limitation, the following:

- Providing AVENU historical sales and use tax information including confidentiality reports received from the Comptroller for past periods, if available.
- Issuing necessary documentation to the Comptroller to allow AVENU to access and receive detailed confidentiality reports monthly.

- Providing a letter of introduction identifying AVENU as an authorized agent of the CLIENT to perform the Sales and Use Tax Compliance Review and to receive and examine taxpayer records necessary to assure sales and use tax compliance.
- Pursuing in good faith corrective action on errors detected by AVENU.
- Issuing necessary documentation to the Comptroller to correct errors validated by AVENU.

The parties agree that the CLIENT and/or the Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CLIENT's sales and use tax, recognizing that AVENU's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing CLIENT with technical assistance, without assuming or being delegated the authority or responsibility of CLIENT to administer, interpret, and enforce its sales and use taxes.

**EXHIBIT B
COMPENSATION SCHEDULE**

This Compensation Schedule is incorporated in the Consultant Services Agreement (“Agreement”) by and between Avenu Insights and Analytics, LLC (“AVENU”) and the Richwood Crime Control & Prevention District (“CLIENT”).

B.1 SALES AND USE TAX COMPLIANCE REVIEW

In exchange for AVENU performing the work indicated above, the CLIENT will pay AVENU as follows:

The CLIENT shall pay AVENU a thirty percent (30%) contingency fee. The fee applies to the sales/use tax revenue received by the CLIENT from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) – sales/use tax revenues received by the CLIENT from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales/use tax revenues received for the first eight consecutive reporting quarters twenty-four (24) months following correction of the errors and confirmation of receipt of revenue by the CLIENT. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior twelve (12) months immediately prior to the first month of correct tax remittance.

AVENU will invoice CLIENT quarterly based on past and/or prospective compliance secured on behalf of CLIENT. Invoices are due and payable upon receipt.

All expenses incurred by AVENU in providing the Sales/Use Tax Compliance Review are the sole and exclusive responsibility of AVENU, except those expenses that receive prior written approval by CLIENT.

Completion of Services

Notwithstanding anything else in this Agreement, to the contrary, the CLIENT will pay AVENU per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. AVENU will provide CLIENT with a list of taxpayer accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination (“completion list”). AVENU can continue working those taxpayer accounts on the completion list for a reasonable time to obtain a correction.

Additional Consulting

CLIENT may request that AVENU provide additional consulting services at any time during the Term of this Agreement. If AVENU and CLIENT agree on the scope of the additional consulting services requested, then AVENU shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from ninety dollars (\$90) per hour to three hundred fifty dollars (\$350) per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: SALES TAX COMPLIANCE AUDIT/COLLECTION

SUMMARY: Firms utilize software and other investigative methods to monitor payment transactions to make sure that the City of Richwood is capturing the correct amount of sales tax. We have utilized these firms before with a decent result. These firms are paid on a contingency basis, usually collected amounts @ 30%, a mixture of collected amounts + fee. These compliance audits should be done every few years to maintain compliance.

BACKGROUND INFORMATION: Due to permitting mistakes and reporting errors, there is a possibility that some businesses are not collecting the correct sales tax, and/or reporting it in error.

ISSUE: Sales Tax audits and compliance verification

FISCAL IMPACT: None

RECOMMENDATION: If council desires, authorizing the City Manager to enter into a contingency based contract with Avenu Insights for sales tax compliance audits and recovery for the City of Richwood and the Crime Control District.

RESOLUTION 2023-R-80

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF RICHWOOD, TEXAS, DECLARING PROPERTY SALVAGE OR SURPLUS AND AUTHORIZING THE SALE OF CERTAIN ITEMS OF SURPLUS PROPERTY.

WHEREAS, the City of Richwood has no formal policy regarding the sale of surplus and salvage of personal property and there are no statutes expressly concerning the procedures for the disposition of a City’s salvage and surplus personal property and:

WHEREAS, Equipment purchased by the City are considered “surplus property” which refers to personal property (new or used) that is not needed or required for the City’s foreseeable needs but still has some usefulness for the purpose it was originally intended and may or may not have value. Tex. Gov. Code 2175.001; and

WHEREAS, Equipment may be considered "Salvage property" means personal property that through use, time, or accident is so damaged, used, or consumed that it has no value for the purpose for which it was originally intended. Tex. Gov. Code 2175.001; and

WHEREAS, the City of Richwood City Council in accordance with the Texas Government Code wishes to declare the property surplus and should be disposed of, in accordance with applicable state law, in a manner that maximizes income to the City.

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

SECTION 1. The property attached to this resolution as Exhibit “A” are declared surplus and/or salvage, and

SECTION 2. Staff is authorized to dispose of salvage property or sell surplus property.

PASSED AND APPROVED on this 14th day of August 2023.

Michael Durham, Mayor

ATTEST:

Kirsten Garcia, City Secretary

Attachment “A”



ORDINANCE NO. 23-505

AN ORDINANCE BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS AMENDING APPENDIX C – FEE SCHEDULE OF THE CODE OF ORDINANCES TO AMEND PLUMBING PERMIT FEES, UTILITY FEES AND ADDITIONAL FEES AND VOLUNTARY DONATIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City’s code of ordinances specifies fees should be adopted by ordinance; and

WHEREAS, the City wishes to amend the current fee schedule to amend plumbing permit, utility fees and additional fees and voluntary donations.

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

Section 1: That APPENDIX C – Fee Schedule is hereby amended as follows:

Plumbing Permit Fees	
<i>(permit fee will be doubled if work is started prior to obtaining a permit)</i>	
Type of Permit	Fee
New Residence	\$150.00
Remodel/Addition/pool	\$100.00
Accessory structure	\$100.00
Water Tap	\$575.00 \$1000.00
Bored Water Tap	\$1500.00
Sewer Tap	\$575.00 \$1300.00
Bored Sewer Tap	\$2600.00
Irrigation Systems*	\$50.00
Remodel/Addition	\$100.00
Water heater replacement	\$50.00
Minimum permit fee	\$50.00
Re-inspection	\$65.00
Partial inspections	\$65.00
Sameday or off schedule inspection	\$130.00
*Subject to Plan Review Fee	
<i>All permits are subject to the processing fee</i>	\$50.00

Utility (Water, Sewer, Solid Waste) Fees	
Utility Deposits and Fees	
Application Fee	\$50.00
Commercial/Residential (Owner) Deposit	\$100.00
Residential (Tenant/Renter) Deposit	\$150.00
Disconnect Fee	\$40.00

After Hours Reconnect Fee	\$100.00
NSF – Returned Item Fee	\$25.00
Water Rate Fees and Charges	
Gallons included in base rate	2,000
Per month Minimum monthly charge	\$34.91 \$37.53
Monthly usage in excess of 2,000 gallons but below 20,000 gallons	\$5.71 \$6.14 per each additional 1,000 gallons of usage
Monthly usage in excess of 20,000 gallons	\$5.94 \$6.39 per each additional 1,000 gallons of usage
Sewer Rate Fees and Charges	
Gallons included in base rate	2,000
Per Month Minimum monthly charge	\$26.29 \$28.50
Amounts in excess of 2,000 gallons	\$4.59 \$4.95 per each additional 1,000 gallons of usage
Swimming Pool Fill Sewer Credit	Once per calendar year.
Solid Waste Collection Fees	
Per month Includes one garbage and one recycle bin	\$19.91 \$21.90
Additional bin charge per month	\$7.39 \$8.13
Accumulation of bulk waste in excess of 5 cubic yards	\$20.00 per cubic yard
Water and Sewer Base Discount	
Over 65 Discount	\$7.50 40% off base bill amount
Any person who meets the criteria of "Voting member" of the Richwood Volunteer Fire Department as defined by their Constitution and By-Laws, or any member of the Richwood City Council, will receive the first 4,000 gallons free and then be charged \$5.71 -\$6.14 per each additional 1,000 gallons of usage	
Solid Waste Collection Discount	
Over 65 Discount	\$1.50 \$2.00

Additional Fees and Voluntary Donations	
Type of Fee	Fee
Transportation Fee (Required as per Ordinance 378)	\$5.00
Beautification (Voluntary Donation)	\$1.00
Fire Department (Voluntary Donation)	\$1.50
Ambulance	\$3.50

Section 5: That if any provision of this ordinance or application thereof to any person or circumstance is held invalid by any court, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Richwood, Texas, hereby declares that it would have enacted such remaining portions despite any such invalidity.

Section 6: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 7: That this ordinance shall be effective October 1, 2023, upon passing.

Passed and Approved on this 14th day of August, 2023.

Michael Durham, Mayor

ATTEST:

Kirsten Garcia, City Secretary

City of Richwood
Budgeting Worksheet
15 Crime Control and Prevention - 10/01/2023 to 09/30/2024
100.00% of the fiscal year has expired

Section VI, Item H.

	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2023 Budget	Proposed Budget
Change in Fund Balance						
Revenue						
Taxes						
604117 Sales Tax	138,250	158,402	185,074	102,834	185,000	160,000
Total Taxes	<u>138,250</u>	<u>158,402</u>	<u>185,074</u>	<u>102,834</u>	<u>185,000</u>	<u>160,000</u>
Interest						
604110 Interest Earnings	606	6	100	2,703	0	900
Total Interest	<u>606</u>	<u>6</u>	<u>100</u>	<u>2,703</u>	<u>0</u>	<u>900</u>
Miscellaneous revenue						
604287 Police Outreach Donations	0	0	0	1,120	0	0
Total Miscellaneous revenue	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,120</u>	<u>0</u>	<u>0</u>
Total Revenue	<u>138,856</u>	<u>158,408</u>	<u>185,174</u>	<u>106,657</u>	<u>185,000</u>	<u>160,900</u>
Expenditures						
Public Safety						
Crime Control and Prevention						
605103 Salaries & Wages	60,722	(397)	0	0	0	0
605104 Overtime	4,488	(26)	0	0	0	0
605105 Retirement	8,277	(49)	0	0	0	0
605107 Medicare	1,026	(6)	0	0	0	0
605115 Insurance	4,058	(66)	0	0	0	0
605120 Unemployment Insurance	9	0	0	0	0	0
605130 Training & Travel	908	410	6,438	9,766	15,000	15,000
605190 Uniforms	955	2,319	1,838	4,357	6,000	6,000
605220 Tools	0	0	0	13,904	19,000	0
605287 Community Outreach	5,687	6,771	13,953	7,797	10,000	10,000
605340 Vehicle M&R	21,237	0	0	0	0	0
605365 Other Equipment M&R	912	0	0	0	0	0
605920 Motor Vehicles	0	114,366	35,300	0	160,000	0
605930 Equipment	16,306	8,773	0	0	0	185,000
Total Crime Control and Prevention	<u>124,586</u>	<u>132,095</u>	<u>57,529</u>	<u>35,824</u>	<u>210,000</u>	<u>216,000</u>
Total Public Safety	<u>124,586</u>	<u>132,095</u>	<u>57,529</u>	<u>35,824</u>	<u>210,000</u>	<u>216,000</u>
Total Expenditures	<u>124,586</u>	<u>132,095</u>	<u>57,529</u>	<u>35,824</u>	<u>210,000</u>	<u>216,000</u>
Other Financing Sources and Uses						
Sources						
974959 Transfer from Fund Balance	(263)	0	0	0	0	0
Total Sources	<u>(263)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Uses						
975960 Transfer to General Fund	0	0	74,500	15,000	15,000	25,000
Total Uses	<u>0</u>	<u>0</u>	<u>74,500</u>	<u>15,000</u>	<u>15,000</u>	<u>25,000</u>
Total Other Financing Sources and Uses	<u>(263)</u>	<u>0</u>	<u>(74,500)</u>	<u>(15,000)</u>	<u>(15,000)</u>	<u>(25,000)</u>
Total Change in Fund Balance	<u>14,007</u>	<u>26,313</u>	<u>53,145</u>	<u>55,833</u>	<u>(40,000)</u>	<u>(80,100)</u>

RESOLUTION NO. 23-R-79

WHEREAS, on August 14, 2023, the City Manager of the City of Richwood submitted the proposed Budget for the City of Richwood Fiscal Year 2023-2024 to the City Council; and

WHEREAS, on August 14, 2023, the City Manager of the City of Richwood filed with the City Secretary the proposed Budget for the City of Richwood Fiscal Year 2023-2024; and

WHEREAS, in accordance with the Texas Local Government Code, Section 102.006, the City Council must set a public hearing on the proposed Budget and the City Council must provide for public notice of the date, time and location of the hearing.

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

That a public hearing on the proposed Budget for the City of Richwood Fiscal Year 2022-2023 is set for September 11, 2023, at 6:00 p.m. at City Hall, 1800 N Brazosport Blvd, Richwood, Texas.

The notice of such hearing shall be published at least ten (10) days before the date of the public hearing.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED this 14th day of August 2023.

Michael Durham, Mayor

ATTEST:

Kirsten Garcia
City Secretary

Property Tax Rate Comparison

	<u>2023-2024</u>	<u>2022-2023</u>
Property Tax Rate:		\$0.606810/100
No New Revenue Tax Rate:	\$0.505837/100	\$0.589833/100
No New Revenue Maintenance & Operations Tax Rate:	\$0.407073/100	\$0.473104/100
Voter Approval Tax Rate:	\$0.522178/100	\$0.606810/100
Debt Rate:	\$0.098764/100	\$0.116729/100
Optional Rate*	\$0.540587/100	

Total debt obligation for CITY OF RICHWOOD secured by property taxes:
\$ 490,104.

Taxable Value \$493,226,565
Taxable value of new improvements \$11,943,435

Ad Valorem Revenue – General Fund for each tax rate option:

- No New Revenue Tax Rate (NNR) \$ 2,007,792
- Voter Approval Tax Rate (VAR) \$ 2,088,389
- Optional Rate* \$ 2,179,187

*Optional Rate: Cities can elect to adopt a tax rate higher than the VAR. If this rate provides no more than a levy of 108% of the prior year levy on existing properties, the city is not subject to petition.

Current Rate	NNR	VAR	Optional
\$ 0.606810	\$ 0.505837	\$ 0.522178	\$ 0.540587

Tax Levy on Properties of Different Values:

\$ 100,000	\$ 606.81	\$ 505.84	\$ 522.18	\$ 540.59
\$ 110,000	\$ 667.49	\$ 556.42	\$ 574.40	\$ 594.65
\$ 150,000	\$ 910.22	\$ 758.76	\$ 783.27	\$ 810.88
\$ 165,000	\$ 1,001.24	\$ 834.63	\$ 861.59	\$ 891.97
\$ 250,000	\$ 1,517.03	\$ 1,264.59	\$ 1,305.45	\$ 1,351.47
\$ 275,000	\$ 1,668.73	\$ 1,391.05	\$ 1,435.99	\$ 1,486.61
\$ 350,000	\$ 2,123.84	\$ 1,770.43	\$ 1,827.62	\$ 1,892.05
\$ 385,000	\$ 2,336.22	\$ 1,947.47	\$ 2,010.39	\$ 2,081.26
\$ 1,000,000	\$ 6,068.10	\$ 5,058.37	\$ 5,221.78	\$ 5,405.87
\$ 1,100,000	\$ 6,674.91	\$ 5,564.21	\$ 5,743.96	\$ 5,946.46

RESOLUTION NO. 23-R-78

WHEREAS, the City Manager of the City of Richwood submitted to the City Council on August 14, 2023, the appraisal roll showing the certified property values as received from the Brazoria County appraisal district showing the total appraised and taxable values of all property and the No New Revenue tax rate and Voter Approval tax rate as calculated by the Brazoria County Tax Assessor/Collector; and submitted the proposed tax rate for the City of Richwood Fiscal Year 2023-2024 ; and

WHEREAS, in accordance with the Texas Tax Code, Section 26.05, one public hearing must be held on the proposed tax rate increase and the City Council must provide for public notice of the date, time, and location of the hearing.

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

That a public hearing on the proposed Tax Rate of no more than \$0.540587, which would increase taxes above the No New Revenue tax rate by 8%, for the City of Richwood Fiscal Year 2023-2024 is set for September 11, 2023, at 6:00 p.m. at City Hall, 1800 N Brazosport Blvd, Richwood, Texas

The notice of such hearings shall be published as required by law.

And further, that the City Council of the City of Richwood will vote to adopt the proposed Tax Rate of \$0.540587, which would increase taxes above the No New Revenue tax rate by 8%, on September 11, 2023, at 6:00 p.m. at City Hall, 1800 N Brazosport Blvd, Richwood, Texas.

PASSED AND APPROVED this 14th day of August 2023.

Michael Durham, Mayor

ATTEST:

Kirsten Garcia
City Secretary