

City of Richwood — TEXAS —

CITY COUNCIL MEETING AGENDA

Monday, May 15, 2023 at 6:00 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, May 15, 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
- II. INVOCATION
- III. PLEDGES OF ALLEGIANCE
- IV. ROLL CALL OF COUNCIL MEMBERS
- V. PUBLIC COMMENTS
- VI. PROCLAMATION
 - [A.](#) Police Week Proclamation - May 14-20, 2023
- VII. RECOGNITIONS
 - A. Recognition of Outgoing Council Members
 - 1. Steve Boykin, Mayor | 2019-2023
 - 2. Melissa Strawn, Position 2 | 2019-2023
 - 3. Matt Yarborough, Position 3 | 2019 - 2023
- VIII. CANVASS THE RESULT OF THE MAY 6, 2023 ELECTION
 - [A.](#) Discuss and consider Ordinance 23-506, Canvassing the election returns and declaring the results of the May 6, 2023 election.
- IX. SWEAR IN COUNCILMEMBERS
 - [A.](#) Michael Durham, Mayor
 - [B.](#) Mike Challenger, Position 2
 - [C.](#) Amanda Reynolds, Position 3
- X. PRESENTATION
 - [A.](#) Brazosport Water Authority - Presentation of current and future area surface water supply and storage.
- XI. CONSENT AGENDA
 - [A.](#) Budget Report, March 2023
 - [B.](#) Budget Report, April 2023
 - [C.](#) Investment Report, Q2 FY 2023
 - [D.](#) Approval of minutes from regular meeting held April 10, 2023.

XII. DISCUSSION AND ACTION ITEMS

- A. Discuss and consider appointing Mayor Pro-Tem and Committee Liaison positions.
 - 1. Mayor Pro-Tem
 - 2. Crime Control & Prevention District
 - 3. Keep Richwood Beautiful
 - 4. Fire Department
- B. Discuss and set date for governance training workshop.
- C. Discuss and consider awarding bid for Solid Waste Services.
- D. Discussion and possible action regarding replacement of equipment for Public Works.
- E. Discussion regarding the City's elevated storage.
- F. Discussion and possible action regarding the walking path at Ellis Park.
- G. Consider items removed from consent agenda

XIII. CAPITAL IMPROVEMENT PROJECTS UPDATE

XIV. CITY MANAGER'S REPORT

XV. COUNCIL MEMBER COMMENTS & REPORTS

XVI. MAYOR'S REPORT

XVII. FUTURE AGENDA ITEMS

XVIII. 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 May 12, 2023 at 3:00 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

Proclamation

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

May 14-20, 2023
“Police Week”

in the City of Richwood, and urge each and every citizen to honor the Richwood Police Officers for their dedicated service to the City of Richwood.

WHEREAS, In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Richwood play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our Richwood Police Department has grown to be a modern and scientific law enforcement agency of 15 sworn officers which unceasingly provide a vital public service;

THEREFORE, we, the Mayor and the City Council of the City of Richwood, do hereby proclaim **May 14-20, 2023 as Police Week** in the City of Richwood and urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all citizens.

In Testimony whereof, witness my hand and the seal of the City of Richwood, this 15th day of May, A.D. 2023.

Mayor

ORDINANCE 23-506

AN ORDINANCE CANVASSING THE ELECTION RETURNS AND DECLARING THE RESULTS OF THE MAY 6, 2023 GENERAL AND SPECIAL ELECTIONS, FOR THE PURPOSE OF ELECTING THE MAYOR, COUNCIL MEMBER POSITION 2 AND COUNCIL MEMBER POSITION 3; CONTINUING A SALES AND USE TAX FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS IN THE CITY; AND REGARDING THE ADOPTION OF TWO (2) PROPOSED AMENDMENTS TO THE EXISTING CITY OF RICHWOOD HOME RULE CHARTER

WHEREAS, the City Council of the City of Richwood, Texas (the “City”) ordered an election to be held in the City on May 6, 2023, for the purpose of electing a Mayor and Council Members to Position 2 and 3 for a term of two (2) years; and

WHEREAS, the City Council of the City of Richwood, Texas (the “City”) also held a special election on May 6, 2023, for the purpose of submitting to the qualified voters of the City of Richwood, twenty-two (22) amendments to the City of Richwood Home Rule Charter, PROPOSITIONS hereinafter stated; and

WHEREAS, the City Council of the City of Richwood, Texas (the “City”) also held a special election on May 6, 2023, for the purpose of proposing the reauthorization of the local sales and use tax in the city of Richwood at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized; and

WHEREAS, the City Council of the City (the “Council”) has investigated all matters pertaining to said election, including the ordering, giving notice, officers, holding, and making returns of said election; and

WHEREAS, the election officers who held said election have duly made the returns of the result thereof, and the returns have been duly delivered to the Council;

WHEREAS, the City Council officially finds and determines that the following votes were cast at said election for the Position of Mayor, Council Member Position 2, and Council Member Position Number 3:

Mayor				
Choice Party	Absentee	Early Voting	Election Day	Total
Mark Brown II	0	25	37	62
Michael W. Durham	0	53	55	108

Council, Position 2				
Choice Party	Absentee	Early Voting	Election Day	Total
William J. Yearsin	0	26	46	72
Mike Challenger	0	51	45	96

Council, Position 3				
Choice Party	Absentee	Early Voting	Election Day	Total
Amanda Reynolds	0	63	74	137

WHEREAS, the Council officially finds and determines that the following votes were cast at said election on the submitted PROPOSITIONS by the resident, qualified electors of the City, who voted at the election:

SALES TAX REAUTHORIZATION

Proposition A

The reauthorization of the local sales and use tax in the City of Richwood at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

	Absentee	Early Voting	Election Day	Total
FOR	0	61	59	120
AGAINST	0	18	30	48

CHARTER AMENDMENTS

Proposition A

Shall Section 7.02 be amended to require petitions for legislation initiative be signed by the qualified voters of the City equal in number to at least ten percent (10%) of the qualified voters of the City?

	Absentee	Early Voting	Election Day	Total
YES	0	58	78	136
NO	0	17	9	26

Proposition B

Shall Section 11.12 (b) be amended to require the City Council to call for any amendments to the Charter of the City of Richwood recommended by the Charter Review Commission be presented to qualified voters of the City.

	Absentee	Early Voting	Election Day	Total
YES	0	70	81	151
NO	0	7	6	13

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

1. The City Council officially finds and determines that said election was duly ordered; proper notice of said election was duly given; proper election officers were duly appointed prior to said election; said election was duly held; the City has complied with applicable law including the Texas Election Code; due returns of the result of said election have been made and delivered; and the Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said election.

2. The City Council officially finds and determines that the following persons are hereby elected to their respective offices of the positions of Mayor, Council Position 2 and Council Position 3 by the resident, qualified electors of the City, who voted at the election:

Position	Elected Official
Mayor	Michael W. Durham
Council, Position 2	Mike Challenger
Council, Position 3	Amanda Reynolds

3. That the City Council officially declares the reauthorization of the local sales and use tax in the City of Richwood at the rate of one-fourth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

4. The City Council officially declares the adoption of the amendments to the charter in accordance with Amendments A – V. The text of the newly amended sections of the City Charter is attached hereto and incorporated herein for all purposes as Attachment A.

5. The Council officially finds, determines, and declares the result of said election to be that all of the PROPOSITIONS so submitted have received a favorable majority vote in all respects and have carried.

PASSED AND APPROVED by the Council of the City of Richwood on the 15th day of May, 2023.

Mayor

ATTEST:

City Secretary

ATTACHMENT “A”

PROPOSITION A:

Section 7.02. Initiative.

Qualified voters of the City of Richwood may initiate legislation by submitting a petition addressed to the City Council which requests the submission of a proposed ordinance or resolution to a vote of the qualified voters of the City. The petition must be signed by the qualified voters of the City equal in number to at least ~~twenty percent (20%)~~ **ten percent (10%)** of the qualified voters of the City. The petition shall be signed as provided in section 6.03 of this Charter. The petition may consist of one or more copies as permitted in section 6.04 of this Charter, but each copy shall have attached to it a copy of the proposed ordinance or resolution. The petition shall be filed with the person performing the duties of City Secretary. In the next regularly scheduled City Council meeting and noticed in accordance with the Texas Open Meetings Act, the person performing the duties of City Secretary shall present the petition and the proposed ordinance or resolution to the City Council. Upon presentation to it of the petition and the proposed ordinance or resolution, it shall become the duty of the City Council, within ten (10) days after the receipt thereof, to pass and adopt such ordinance or resolution without alteration as to meaning or effect in the opinion of the persons filing the petition or within the time frames established by law, call a special election to be held on the next uniform election date under state law by which lawful notices can be given and full absentee balloting had, at which the qualified voters of the City of Richwood shall vote on the question of adopting or rejecting the proposed legislation. City Council shall be permitted to make any such alterations as are necessary to make such legislation compliant with state law. If any such legislation seeks the enforcement of any illegal act or any act for which the City lacks authority to enforce, City Council shall not pass or adopt the ordinance or resolution.

PROPOSITION B:

Section 11.12. Charter Review Commission.

The City Council shall appoint each even numbered year a Charter Review Commission of five citizens of the City.

(a) Duties of the Commission. It shall be the duty of such Charter Review Commission to:

1. Inquire into the operations of the City government under the Charter provisions and determine whether any such provisions require revision. To this end public hearings may be held, and the Commission shall have the power to compel the attendance of any officer or employee of the City and to require the submission of any of the City records which it may deem necessary to the conduct of such hearing;
2. Propose any recommendations it may deem desirable to ensure compliance with the provisions of the Charter by the several departments of the City government;
3. Propose, if it deems desirable, amendments to this Charter to improve the effective application of said Charter to current conditions;
4. Report its findings and present its proposed amendments, if any, to the City Council.

(b) Action by the City Council. The City Council shall receive and have published in a newspaper of general circulation in the City any report presented by the Charter Review Commission, shall consider any recommendations made, and if any amendments or amendment be presented as a part of such report ~~may~~**shall** order such amendment or amendments to be submitted to the voters of the City in the manner provided by the applicable statute of the State of Texas.

(c) Term of office. The term of office of such Charter Review Commission shall be one year and, if during such term no report is presented to the City Council, then all records of the proceedings of such Commission shall be filed with the person performing the duties of City Secretary and shall become a public record.



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

May 6, 2023

Michael W. Durham

was duly elected

Mayor

of the City of Richwood.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Richwood to be affixed this 15 day of May, 2023.

Mayor/City Secretary



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

May 6, 2023

Mike Challenger

was duly elected

Council Member - Position 2

of the City of Richwood.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Richwood to be affixed this 15 day of May, 2023.

Mayor/City Secretary



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on

May 6, 2023

Amanda Reynolds

was duly elected

Council Member - Position 3

of the City of Richwood.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Richwood to be affixed this 15 day of May, 2023.

Mayor/City Secretary

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: BRAZOSPORT WATER AUTHORITY- PRESENTATION OF CURRENT AND FUTURE AREA SURFACE
WATER SUPPLY AND STORAGE

SUMMARY: Brazosport Water Authority is going to make a presentation and update Council on the surface water and storage considerations for our region.

FISCAL IMPACT: None at this time

RECOMMENDATION: None at this time



AGENDA MEMORANDUM – MAY 15, 2023

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

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

BACKGROUND INFORMATION:

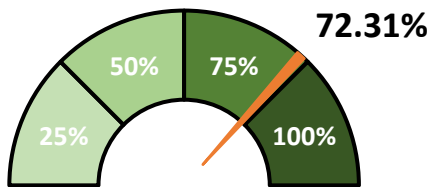
The information provided is for the FY 2022-2023 budget period, month ending March 31, 2023. This summary highlights several key points related to the current month’s activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and this month may include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

DISCUSSION:

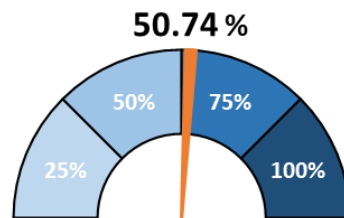
Attached is the budget report for March 2023, which is the sixth month of Fiscal Year 23. 50% of the year has passed. The report reflects the original budget as approved for FY23 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *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 March 31, 2023, General Fund revenues total \$2,328,599. General Fund expenditures total \$1,427,566.



General Fund Revenue as % of Budget



General Fund Expenditures as % of Budget

Revenue (GF)

Total Revenue collected in the General fund is at 72.31% of budget projection.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of March is \$1,866,455, 91.53% of projected property taxes for the year.
- Sales Tax revenue received in March was earned in January. The amount received in General Fund is \$56,309 for a year-to-date total of 209,181. \$13,768 was received within CCPD and \$14,077 within the Transportation Fund. After collecting 4 months of sales tax, we are averaging \$52,295 per month for the general fund, bringing us in behind projection of \$60,417 per month by approximately 14% with 28.85% of projected received.

City of Richwood TEXAS

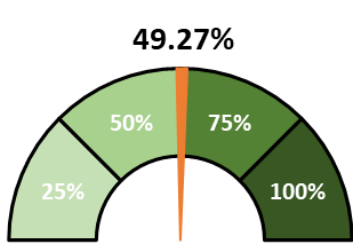
- Permits and Licenses revenues total \$2,940 this month, year to date total of \$27,087. This is compared to \$34,622 collected at this time last year. Inspection fees collected are \$15,155 while fees paid for inspections are \$13,255 as of the end of March.
Water Impact fees collected this year total \$7,242. 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 March is \$13,772, year to date totaling \$65,100. This compares to \$49,772 at this time last year.
- Interest revenue is at \$25,797 year to date, far ahead of budget projections, which were done very conservatively.
- There is a new line item under Miscellaneous Revenue for Sports Field Rental, in which is reflected \$300 collected from 2 teams in March.

Expenditures (GF)

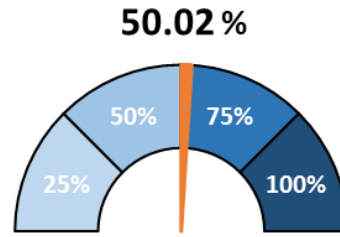
Expenditures in the General Fund are currently shown at \$1,427,566, 50.74% of budget. All departments are within or below expected levels for this time of year.

30-Water, Sewer, and Solid Waste Fund

Operating Revenues received year-to-date through March total \$1,312,332. Operating expense is \$1,045,471.



Enterprise Fund Revenue as % of Budget



Enterprise Fund Operating Expense as % of Budget

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

**City of Richwood
Operational Budget Report
10/1/2022 -03/31/2023**

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							50% of year
Taxes	2,106,919.56	122,078.05	2,170,351.45	2,960,070.00	2,960,070.00	789,718.55	73.32%
Property taxes, including delinquent & penalties	1,791,271.43	46,648.97	1,866,454.71	2,039,070.00	2,039,070.00		91.53%
Franchise Taxes	97,702.86	19,120.36	94,715.57	196,000.00	196,000.00		48.32%
Sales Tax	217,945.27	56,308.72	209,181.17	725,000.00	725,000.00		28.85%
Licenses and permits	34,621.74	2,940.00	27,087.28	88,250.00	88,250.00	61,162.72	30.69%
Intergovernmental revenue	7,939.85	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Charges for services - Municipal Bldg Rental	3,740.00	1,450.00	4,900.00	7,000.00	7,000.00	2,100.00	70.00%
Municipal Court Revenue	49,772.34	13,771.88	65,099.99	110,000.00	110,000.00	44,900.01	59.18%
Special Revenues	9.64	0.00	7,994.11	1,350.00	1,350.00	(6,644.11)	Ahead of Budget
Interest	394.56	2,855.64	25,797.21	2,500.00	2,500.00	(23,297.21)	Ahead of Budget
Miscellaneous revenue	17,972.71	8,655.37	27,368.88	50,000.00	50,000.00	22,631.12	54.74%
Inspection Fees	15,180.00	2,505.00	15,155.00	35,000.00	35,000.00		
Miscellaneous Income	1,642.71	5,575.37	10,538.88	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	1,150.00	275.00	1,375.00	5,000.00	5,000.00		
Parks & Recreation - Sports Field Rental	0.00	300.00	300.00	0.00	0.00		
Total Revenue	2,221,370.40	151,750.94	2,328,598.92	3,220,170.00	3,220,170.00	891,571.08	72.31%
Expenditures							
General Government Administration							
Personnel & Benefits	237,184.47	35,964.13	226,718.82	471,868.00	471,868.00	245,149.18	48.05%
Supplies	4,966.27	5.60	9,540.43	18,900.00	18,900.00	9,359.57	50.48%
Maintenance & Repair	1,652.98	173.00	2,191.46	4,000.00	4,000.00	1,808.54	54.79%
Utilities	7,376.06	1,046.55	5,645.85	14,700.00	14,700.00	9,054.15	38.41%
Professional Services	98,474.91	16,981.58	116,947.57	184,300.00	184,300.00	67,352.43	63.46%
Other Services	22,790.01	161.02	29,114.00	71,500.00	71,500.00	42,386.00	40.72%
Capital Equipment	1,774.57	271.31	40,518.12	37,600.00	37,600.00	(2,918.12)	Over Budget
Total Administration	374,219.27	54,603.19	430,676.25	802,868.00	802,868.00	372,191.75	53.64%
Judicial							
Personnel & Benefits	33,529.12	5,482.31	35,694.50	73,735.00	73,735.00	38,040.50	48.41%
Supplies	343.10	0.00	0.00	2,300.00	2,300.00	2,300.00	0.00%
Professional Services	12,082.00	0.00	11,197.20	20,350.00	20,350.00	9,152.80	55.02%
Other Services	205.00	0.00	130.00	1,000.00	1,000.00	870.00	13.00%
Total Judicial	46,159.22	5,482.31	47,021.70	97,385.00	97,385.00	50,363.30	48.28%
Permitting & Inspections							
Personnel & Benefits	14,185.00	3,435.00	13,255.00	40,000.00	40,000.00	26,745.00	33.14%
Supplies	178.10	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	14,363.10	3,435.00	13,255.00	42,500.00	42,500.00	29,245.00	31.19%
Special Revenue Expenditures							
Supplies	119.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Special Revenue Expenditures	119.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total General Government	434,860.59	63,520.50	490,952.95	944,253.00	944,253.00	453,300.05	51.99%
Public Safety							
Police Department							
Personnel & Benefits	381,775.68	61,975.65	450,459.66	872,524.00	872,524.00	422,064.34	51.63%
Supplies	17,681.34	178.67	26,398.40	51,000.00	51,000.00	24,601.60	51.76%
Maintenance & Repair	15,999.21	4,126.67	11,843.88	28,350.00	28,350.00	16,506.12	41.78%
Utilities	6,911.73	1,642.32	9,410.76	14,500.00	14,500.00	5,089.24	64.90%
Professional Services	83,119.06	60.00	105,239.40	159,556.00	159,556.00	54,316.60	65.96%
Other Services	15,595.93	1,223.00	15,652.16	18,200.00	18,200.00	2,547.84	86.00%
Capital Equipment	3,498.60	187.10	1,122.60	10,625.00	10,625.00	9,502.40	10.57%
Total Police Department	524,581.55	69,393.41	620,126.86	1,154,755.00	1,154,755.00	534,628.14	53.70%
Fire Department							
Personnel & Benefits	19,753.60	0.00	5,334.22	38,461.00	38,461.00	33,126.78	13.87%
Supplies	4,360.81	0.00	11,778.73	19,000.00	19,000.00	7,221.27	61.99%
Maintenance & Repair	3,142.78	4,802.10	12,881.57	30,500.00	30,500.00	17,618.43	42.23%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Utilities	2,462.11	586.39	2,789.68	5,000.00	5,000.00	2,210.32	55.79%
Professional Services	65,093.75	0.00	69,334.00	160,907.00	160,907.00	91,573.00	43.09%
Other Services	13,905.28	0.00	16,187.24	27,000.00	27,000.00	10,812.76	59.95%
Capital Equipment	35,229.63	0.00	37,828.44	64,712.00	64,712.00	26,883.56	58.46%
Total Fire Department	143,947.96	5,388.49	156,133.88	345,580.00	345,580.00	189,446.12	45.18%
Code Enforcement							
Personnel & Benefits	0.00	4,393.12	21,033.54	62,721.00	62,721.00	41,687.46	33.54%
Supplies	0.00	0.00	163.20	2,000.00	2,000.00	1,836.80	8.16%
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	0.00	4,393.12	21,196.74	67,221.00	67,221.00	46,024.26	31.53%
Total Public Safety	668,529.51	79,175.02	797,457.48	1,567,556.00	1,567,556.00	770,098.52	50.87%
Public Works							
City Maintenance							
Personnel & Benefits	52,200.23	8,158.59	47,557.04	112,568.00	112,568.00	65,010.96	42.25%
Supplies	6,291.25	1,834.57	13,939.14	15,950.00	15,950.00	2,010.86	87.39%
Maintenance & Repair	24,320.23	989.29	19,564.06	36,510.00	36,510.00	16,945.94	53.59%
Utilities	12,347.53	3,160.85	21,525.79	44,700.00	44,700.00	23,174.21	48.16%
Other Services	2,621.36	0.00	2,762.19	10,100.00	10,100.00	7,337.81	27.35%
Capital Equipment	59,422.00	0.00	15,258.17	15,000.00	15,000.00	(258.17)	Over Budget
Total City Maintenance	157,202.60	14,143.30	120,606.39	234,828.00	234,828.00	114,221.61	51.36%
Parks and Recreation							
Supplies	1,583.05	537.70	2,358.76	3,800.00	3,800.00	1,441.24	62.07%
Maintenance & Repair	10,978.76	2,191.37	5,869.05	31,000.00	31,000.00	25,130.95	18.93%
Utilities	1,096.92	314.35	3,590.03	4,000.00	4,000.00	409.97	89.75%
Other Services	4,069.74	0.00	6,731.35	18,050.00	18,050.00	11,318.65	37.29%
Total Parks and Recreation	17,728.47	3,043.42	18,549.19	56,850.00	56,850.00	38,300.81	32.63%
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	1,494,248.07	159,882.24	1,427,566.01	2,813,487.00	2,813,487.00	1,385,920.99	50.74%
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	362,651.61	904,000.00	904,000.00	541,348.39	40.12%
Total Uses	454,128.00	0.00	362,651.61	904,000.00	904,000.00	541,348.39	40.12%
Total Other Financing Sources and Uses	(326,909.50)	0.00	(347,651.61)	(314,000.00)	(314,000.00)	33,651.61	110.72%
Total - 10 GENERAL FUND	400,212.83	(8,131.30)	553,381.30	92,683.00	92,683.00	(460,698.30)	

City of Richwood Operational Budget Report 10/1/2022 -03/31/2023							
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							50% of year
Sewer Department	446,660.40	69,983.81	466,576.89	956,700.00	956,700.00	490,123.11	48.77%
Water Department	571,420.42	105,258.03	675,984.02	1,381,600.00	1,381,600.00	705,615.98	48.93%
Solid Waste Department	161,779.62	28,875.29	169,771.04	325,000.00	325,000.00	155,228.96	52.24%
Total Operating income	1,179,860.44	204,117.13	1,312,331.95	2,663,300.00	2,663,300.00	1,350,968.05	49.27%
Operating expense							
Sewer Department							
Personnel & Benefits	79,069.04	13,993.37	89,014.17	184,767.00	184,767.00	95,752.83	48.18%
Supplies	2,800.02	55.65	2,382.04	10,200.00	10,200.00	7,817.96	23.35%
Maintenance & Repair	58,101.48	6,182.16	21,829.00	73,940.00	73,940.00	52,111.00	29.52%
Professional Services	263,728.44	0.00	269,740.77	580,000.00	580,000.00	310,259.23	46.51%
Other Services	5,122.09	0.00	3,872.72	5,400.00	5,400.00	1,527.28	71.72%
Total Sewer Department	408,821.07	20,231.18	386,838.70	854,307.00	854,307.00	467,468.30	45.28%
Water Department							
Personnel & Benefits	87,794.33	17,774.83	117,879.62	221,306.00	221,306.00	103,426.38	53.27%
Supplies	9,007.14	163.61	9,996.50	24,500.00	24,500.00	14,503.50	40.80%
Maintenance & Repair	46,784.42	11,318.32	110,506.64	134,400.00	134,400.00	23,893.36	82.22%
Utilities	24,565.58	4,940.81	35,126.73	71,900.00	71,900.00	36,773.27	48.85%
Professional Services	40,714.76	0.00	77,441.13	58,000.00	95,000.00	17,558.87	81.52%
Other Services	160,467.96	27,537.30	184,102.53	405,200.00	405,200.00	221,097.47	45.43%
Capital Equipment	1,804.62	300.77	1,804.62	3,610.00	3,610.00	1,805.38	49.99%
Total Water Department	371,138.81	62,035.64	536,857.77	918,916.00	955,916.00	419,058.23	58.42%
Solid Waste Department							
Professional Services	114,905.00	24,236.00	121,774.83	280,000.00	280,000.00	158,117.17	43.49%
Total Solid Waste Department	114,905.00	24,236.00	121,774.83	280,000.00	280,000.00	158,225.17	43.49%
Total Operating expense	894,864.88	106,502.82	1,045,471.30	2,053,223.00	2,090,223.00	1,044,751.70	50.02%
Total Net Operating Income (Loss)	284,995.56	97,614.31	266,860.65	610,077.00	573,077.00	306,216.35	43.74%
Non-Operating Items							
Non-operating income							
Interest income	165.77	0.00	214.84	500.00	500.00	285.16	42.97%
Grants	0.00	0.00	54,874.03	0.00	0.00	(54,874.03)	Ahead of Budget
Other income	310.67	200.70	2,079.93	1,000.00	1,000.00	(1,079.93)	Ahead of Budget
Transfers In	10,000.00	0.00	0.00	37,000.00	37,000.00	37,000.00	0.00%
Total Non-operating income	10,476.44	200.70	57,168.80	38,500.00	38,500.00	18,668.80	148.49%
Non-operating expense							
Debt Service	117,374.25	0.00	188,237.81	363,615.00	363,615.00	175,377.19	51.77%
Transfers Out	56,000.00	0.00	103,979.00	56,000.00	56,000.00	(47,979.00)	Over Budget
Total Non-operating expense	173,374.25	0.00	292,216.81	419,615.00	419,615.00	127,398.19	69.64%
Depreciation Expense	0.00	0.00	0.00	350,000.00	350,000.00	350,000.00	0.00%
Total Non-Operating Items	(162,897.81)	200.70	(235,048.01)	(731,115.00)	(731,115.00)	496,066.99	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	122,097.75	97,815.01	31,812.64	(121,038.00)	(158,038.00)	189,850.64	Ahead of Budget

Budget Amendments:

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



AGENDA MEMORANDUM – MAY 15, 2023

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

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

BACKGROUND INFORMATION:

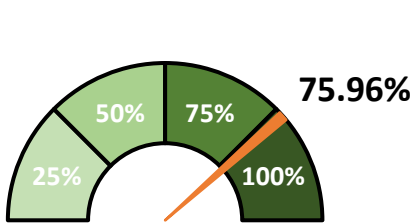
The information provided is for the FY 2022-2023 budget period, month ending April 30, 2023. This summary highlights several key points related to the current month’s activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and this month may include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

DISCUSSION:

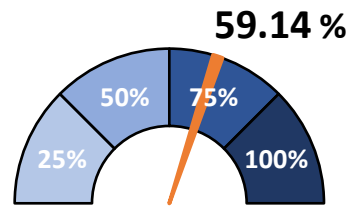
Attached is the budget report for April 2023, which is the seventh month of Fiscal Year 23. 58.3% of the year has passed. The report reflects the original budget as approved for FY23 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *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 April 30, 2023, General Fund revenues total \$2,446,075. General Fund expenditures total \$1,663,938.



General Fund Revenue as % of Budget



General Fund Expenditures as % of Budget

Revenue (GF)

Total Revenue collected in the General fund is at 75.96% of budget projection.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of April is \$1,888,964, 92.64% of projected property taxes for the year.
- Sales Tax revenue received in April was earned in February. The amount received in the General Fund is \$51,255 for a year-to-date total of 260,436. \$12,476 was received within CCPD and \$12,813 within the Transportation Fund. Total sales tax received by two city funds city is \$325,546 and by CCPD is

City of Richwood

TEXAS

\$63,596, grand total \$389,142. The chart below compares FY23 sales tax revenue with FY22. We are slightly behind on collections this current year.

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				0.00
JUN	65,008.00	16,252.00	19,439.97	100,699.97				0.00
JUL	65,972.27	16,493.06	16,490.53	98,955.86				0.00
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	260,436.49	65,109.12	63,596.41	389,142.02

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

- Permits and Licenses revenues total \$1,530 this month, year to date total of \$28,617. This is compared to \$48,847 collected at this time last year. Inspection fees collected are \$17,685 while fees paid for inspections are \$17,050 as of the end of April.

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 April is \$11,176, year to date totaling \$76,276 or 6*.34% of projection. This compares to \$61,917 at this time last year.
- Interest revenue is at \$35,491 year to date, far ahead of budget projections, which were done very conservatively.

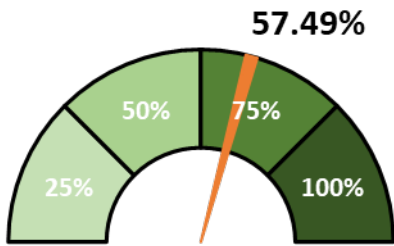
Expenditures (GF)

Expenditures in the General Fund are currently shown at \$1,663,938, 59.14% of budget. All departments are near or below expected levels for this time of year.

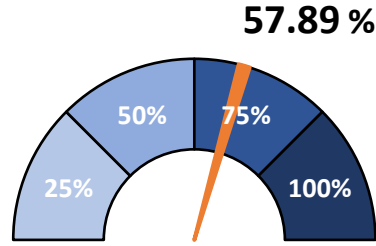
City of Richwood TEXAS

30-Water, Sewer, and Solid Waste Fund

Operating Revenues received year-to-date through April total \$1,531,066. Operating expenses are at \$1,209,926.



Enterprise Fund Revenue as % of Budget



Enterprise Fund Operating Expense as % of Budget

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

**City of Richwood
Operational Budget Report
10/1/2022 -04/30/2023**

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							58.3% of year
Taxes	2,218,554.10	73,786.99	2,244,138.44	2,960,070.00	2,960,070.00	715,931.56	75.81%
Property taxes, including delinquent & penalties	1,830,811.31	22,508.81	1,888,963.52	2,039,070.00	2,039,070.00		92.64%
Franchise Taxes	118,363.04	22.86	94,738.43	196,000.00	196,000.00		48.34%
Sales Tax	269,379.75	51,255.32	260,436.49	725,000.00	725,000.00		35.92%
Licenses and permits	48,847.38	1,530.00	28,617.28	88,250.00	88,250.00	59,632.72	32.43%
Intergovernmental revenue	15,719.85	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Charges for services - Municipal Bldg Rental	3,990.00	1,000.00	5,900.00	7,000.00	7,000.00	1,100.00	84.29%
Municipal Court Revenue	61,916.81	11,176.17	76,276.16	110,000.00	110,000.00	33,723.84	69.34%
Special Revenues	37.51	23.62	8,017.73	1,350.00	1,350.00	(6,667.73)	Ahead of Budget
Interest	417.03	4,668.44	35,491.15	2,500.00	2,500.00	(32,991.15)	Ahead of Budget
Miscellaneous revenue	27,816.01	20,754.03	47,633.91	50,000.00	50,000.00	2,366.09	95.27%
Inspection Fees	17,710.00	2,530.00	17,685.00	35,000.00	35,000.00		
Miscellaneous Income	8,256.01	17,799.03	27,848.91	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	1,850.00	275.00	1,650.00	5,000.00	5,000.00		
Parks & Recreation - Sports Field Rental	0.00	150.00	450.00	0.00	0.00		
Total Revenue	2,377,298.69	112,939.25	2,446,074.67	3,220,170.00	3,220,170.00	774,095.33	75.96%
Expenditures							
General Government Administration							
Personnel & Benefits	271,446.83	36,409.72	264,040.99	471,868.00	471,868.00	207,827.01	55.96%
Supplies	6,410.94	228.88	9,946.87	18,900.00	18,900.00	8,953.13	52.63%
Maintenance & Repair	1,969.21	0.00	2,792.90	4,000.00	4,000.00	1,207.10	69.82%
Utilities	8,148.00	1,047.45	6,693.30	14,700.00	14,700.00	8,006.70	45.53%
Professional Services	104,818.41	7,212.45	126,081.79	184,300.00	184,300.00	58,218.21	68.41%
Other Services	24,715.93	6,363.59	35,546.09	71,500.00	71,500.00	35,953.91	49.71%
Capital Equipment	1,844.24	542.62	41,060.74	37,600.00	37,600.00	(3,460.74)	Over Budget
Total Administration	419,353.56	51,804.71	486,162.68	802,868.00	802,868.00	316,705.32	60.55%
Judicial							
Personnel & Benefits	38,801.14	5,482.18	41,176.68	73,735.00	73,735.00	32,558.32	55.84%
Supplies	433.53	0.00	0.00	2,300.00	2,300.00	2,300.00	0.00%
Professional Services	13,152.00	860.00	12,647.20	20,350.00	20,350.00	7,702.80	62.15%
Other Services	205.00	0.00	130.00	1,000.00	1,000.00	870.00	13.00%
Total Judicial	52,591.67	6,342.18	53,953.88	97,385.00	97,385.00	43,431.12	55.40%
Permitting & Inspections							
Personnel & Benefits	17,745.00	3,795.00	17,050.00	40,000.00	40,000.00	22,950.00	42.63%
Supplies	353.10	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	18,098.10	3,795.00	17,050.00	42,500.00	42,500.00	25,450.00	40.12%
Special Revenue Expenditures							
Supplies	294.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total Special Revenue Expenditures	294.00	0.00	0.00	1,500.00	1,500.00	1,500.00	0.00%
Total General Government	490,337.33	61,941.89	557,166.56	944,253.00	944,253.00	387,086.44	59.01%
Public Safety							
Police Department							
Personnel & Benefits	442,150.00	63,850.31	514,309.97	872,524.00	872,524.00	358,214.03	58.95%
Supplies	25,538.20	61.04	30,129.91	51,000.00	51,000.00	20,870.09	59.08%
Maintenance & Repair	17,623.27	3,468.96	15,320.83	28,350.00	28,350.00	13,029.17	54.04%
Utilities	8,428.03	1,630.77	11,041.53	14,500.00	14,500.00	3,458.47	76.15%
Professional Services	100,674.06	25,014.00	130,301.94	159,556.00	159,556.00	29,254.06	81.67%
Other Services	15,595.93	0.00	15,652.16	18,200.00	18,200.00	2,547.84	86.00%
Capital Equipment	3,685.70	187.10	1,309.70	10,625.00	10,625.00	9,315.30	12.33%
Total Police Department	613,695.19	94,212.18	718,066.04	1,154,755.00	1,154,755.00	436,688.96	62.18%
Fire Department							
Personnel & Benefits	13,813.60	0.00	12,534.22	38,461.00	38,461.00	25,926.78	32.59%
Supplies	5,049.73	0.00	12,263.99	19,000.00	19,000.00	6,736.01	64.55%
Maintenance & Repair	4,730.28	165.00	13,046.57	30,500.00	30,500.00	17,453.43	42.78%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Utilities	2,854.13	389.96	3,179.64	5,000.00	5,000.00	1,820.36	63.59%
Professional Services	65,093.75	31,023.00	100,357.00	160,907.00	160,907.00	60,550.00	62.37%
Other Services	18,147.28	1,810.00	17,997.24	27,000.00	27,000.00	9,002.76	66.66%
Capital Equipment	36,169.63	0.00	37,828.44	64,712.00	64,712.00	26,883.56	58.46%
Total Fire Department	145,858.40	33,387.96	197,207.10	345,580.00	345,580.00	148,372.90	57.07%
Code Enforcement							
Personnel & Benefits	0.00	4,833.30	26,366.84	62,721.00	62,721.00	36,354.16	42.04%
Supplies	0.00	0.00	163.20	2,000.00	2,000.00	1,836.80	8.16%
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	0.00	4,833.30	26,530.04	67,221.00	67,221.00	40,690.96	39.47%
Total Public Safety	759,553.59	132,433.44	941,803.18	1,567,556.00	1,567,556.00	625,752.82	60.08%
Public Works							
City Maintenance							
Personnel & Benefits	60,789.35	8,060.98	55,654.02	112,568.00	112,568.00	56,913.98	49.44%
Supplies	9,694.52	196.97	14,679.94	15,950.00	15,950.00	1,270.06	92.04%
Maintenance & Repair	24,704.34	7,763.13	28,464.44	36,510.00	36,510.00	8,045.56	77.96%
Utilities	14,800.45	3,149.05	24,674.84	44,700.00	44,700.00	20,025.16	55.20%
Other Services	2,621.36	0.00	2,770.71	10,100.00	10,100.00	7,329.29	27.43%
Capital Equipment	59,422.00	0.00	15,258.17	15,000.00	15,000.00	(258.17)	Over Budget
Total City Maintenance	172,032.02	19,170.13	141,502.12	234,828.00	234,828.00	93,325.88	60.26%
Parks and Recreation							
Supplies	2,155.55	84.80	2,443.56	3,800.00	3,800.00	1,356.44	64.30%
Maintenance & Repair	19,341.44	3,998.72	10,376.24	31,000.00	31,000.00	20,623.76	33.47%
Utilities	1,355.78	325.00	3,915.03	4,000.00	4,000.00	84.97	97.88%
Other Services	4,351.99	0.00	6,731.35	18,050.00	18,050.00	11,318.65	37.29%
Total Parks and Recreation	27,204.76	4,408.52	23,466.18	56,850.00	56,850.00	33,383.82	41.28%
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	1,665,054.60	217,953.98	1,663,938.04	2,813,487.00	2,813,487.00	1,149,548.96	59.14%
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	362,651.61	904,000.00	904,000.00	541,348.39	40.12%
Total Uses	454,128.00	0.00	362,651.61	904,000.00	904,000.00	541,348.39	40.12%
Total Other Financing Sources and Uses	(326,909.50)	0.00	(347,651.61)	(314,000.00)	(314,000.00)	33,651.61	110.72%
Total - 10 GENERAL FUND	385,334.59	(105,014.73)	434,485.02	92,683.00	92,683.00	(341,802.02)	

City of Richwood Operational Budget Report 10/1/2022 -04/30/2023							
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							58.3% of year
Sewer Department	523,547.75	78,273.63	544,682.32	956,700.00	956,700.00	412,017.68	56.93%
Water Department	670,864.59	112,215.33	788,003.29	1,381,600.00	1,381,600.00	593,596.71	57.04%
Solid Waste Department	189,651.79	28,628.80	198,379.93	325,000.00	325,000.00	126,620.07	61.04%
Total Operating income	1,384,064.13	219,117.76	1,531,065.54	2,663,300.00	2,663,300.00	1,132,234.46	57.49%
Operating expense							
Sewer Department							
Personnel & Benefits	90,980.45	15,203.59	104,217.76	184,767.00	184,767.00	80,549.24	56.40%
Supplies	4,141.75	159.46	3,179.73	10,200.00	10,200.00	7,020.27	31.17%
Maintenance & Repair	60,767.87	4,064.87	27,004.19	73,940.00	73,940.00	46,935.81	36.52%
Professional Services	355,538.71	77,367.94	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	516,550.87	96,795.86	485,383.11	854,307.00	854,307.00	368,923.89	56.82%
Water Department							
Personnel & Benefits	103,387.13	17,230.28	135,196.90	221,306.00	221,306.00	86,109.10	61.09%
Supplies	10,634.65	1,458.75	13,015.73	24,500.00	24,500.00	11,484.27	53.13%
Maintenance & Repair	67,209.33	8,707.65	121,504.07	134,400.00	134,400.00	12,895.93	90.40%
Utilities	29,352.48	4,388.04	39,514.77	71,900.00	71,900.00	32,385.23	54.96%
Professional Services	46,276.54	5,561.78	83,002.91	58,000.00	95,000.00	11,997.09	87.37%
Other Services	184,155.96	0.00	184,102.53	405,200.00	405,200.00	221,097.47	45.43%
Capital Equipment	2,105.39	300.77	2,105.39	3,610.00	3,610.00	1,504.61	58.32%
Total Water Department	443,121.48	37,647.27	578,442.30	918,916.00	955,916.00	377,473.70	62.95%
Solid Waste Department							
Professional Services	138,132.80	24,326.03	146,100.86	280,000.00	280,000.00	133,791.14	52.18%
Total Solid Waste Department	138,132.80	24,326.03	146,100.86	280,000.00	280,000.00	133,899.14	52.18%
Total Operating expense	1,097,805.15	158,769.16	1,209,926.27	2,053,223.00	2,090,223.00	880,296.73	57.89%
Total Net Operating Income (Loss)	286,258.98	60,348.60	321,139.27	610,077.00	573,077.00	251,937.73	52.64%
Non-Operating Items							
Non-operating income							
Interest income	169.40	0.00	214.84	500.00	500.00	285.16	42.97%
Grants	22,661.40	10,515.79	65,389.82	0.00	0.00	(65,389.82)	Ahead of Budget
Other income	511.37	629.37	2,709.30	1,000.00	1,000.00	(1,709.30)	Ahead of Budget
Transfers In	10,000.00	37,000.00	37,000.00	37,000.00	37,000.00	0.00	At Budget
Total Non-operating income	33,342.17	48,145.16	105,313.96	38,500.00	38,500.00	66,813.96	273.54%
Non-operating expense							
Debt Service	117,374.25	0.00	188,237.81	363,615.00	363,615.00	175,377.19	51.77%
Transfers Out	56,000.00	0.00	103,979.00	56,000.00	56,000.00	(47,979.00)	Over Budget
Total Non-operating expense	173,374.25	0.00	292,216.81	419,615.00	419,615.00	127,398.19	69.64%
Depreciation Expense	0.00	0.00	0.00	350,000.00	350,000.00	350,000.00	0.00%
Total Non-Operating Items	(140,032.08)	48,145.16	(186,902.85)	(731,115.00)	(731,115.00)	544,212.15	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	146,226.90	108,493.76	134,236.42	(121,038.00)	(158,038.00)	292,274.42	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 2
 01/01/2023-03/31/2023**

Portfolio	December 31, 2022		March 31, 2023	
	Book Value	Market Value	Book Value	Market Value
Cash	2,333,757.98	2,333,757.98	3,077,079.26	3,077,079.26
Investment Pools	5,685,260.90	5,685,260.90	4,480,935.25	4,480,935.25
Certificates of Deposits	521,043.01	521,043.01	521,407.12	521,407.12
TOTAL INVESTMENTS	8,540,061.89	8,540,061.89	8,079,421.63	8,079,421.63

Quarterly Investment Income 46,118.31
 Weighted Average Yield 0.74%

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 March 31, 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 3/31/2023

Q2 FY 2023

	TOTAL	GENERAL 10	REPLCMT 13	CCPD 15	CONT'Y 16	TRANSP T 25	2019A BOND 26	WS 30-30	WS RB I&S 30-25	2019B BOND 33	40	EARNINGS YTD	EARNINGS QTR
TEXSTAR	1,452,074.92	246,637.22	7,473.05	15,666.39	667,187.52	515,110.74						28,259.95	10,152.08
TEXPOOL	246,286.80	246,286.80										4,823.19	2,682.60
TEXPOOL PRIME BONDS FUND	1,572,297.70	1,000,885.64					571,412.06					32,818.84	18,015.92
LOGIC - UTIL CAP PROJ	363,147.93									363,147.93		25,069.00	9,128.73
LOGIC - GF	852,786.95	514,765.39	125,460.01			212,561.54						8,990.98	5,695.02
CERTIFICATES OF DEPOSIT:													
FNB 25765 matures every 3mo - July 27	93,149.77	41,722.04						29,483.34			21,944.38	194.85	183.39
FNB 25718 matures every 6 mos - Dec 27	128,896.97	61,999.45						28,228.44			28,228.44	37.15	0.00
FNB 25741 matures every 6 mos - July 13	60,146.50	60,146.50										14.91	14.91
FNB 25766 matures every 6mo - July 27	130,725.31	46,213.05						65,009.43			19,502.83	32.23	32.23
BNB 601286 Issue date 2/14/90 - 3 mos - Sept 4	108,477.74	37,967.21						54,238.87			16,271.66	266.99	133.58
TOTAL	5,007,990.59	2,256,623.30	132,933.06	15,666.39	667,187.52	727,672.28	571,412.06	176,960.08	0.00	363,147.93	85,947.31	100,508.09	46,038.46

Summary of Investments

	Current value
TEXSTAR	1,452,074.92
TEXPOOL	246,286.80
TEXPOOL PRIME	1,572,297.70
LOGIC UCP	363,147.93
LOGIC	852,786.95
CD 25765	93,149.77
CD25718	128,896.97
CD25741	60,146.50
CD25766	130,725.31
CD 601286	108,477.74
	5,007,990.59

CITY OF RICHWOOD, TEXAS
Cash and Investment Schedule

Section XI, Item C.

Description	Investment	Purchase	Maturity	Book Value	Deposits /Purchases	Withdrawals /Maturities	Interest this	Book Value	Interest Rate end of	% of total
		Date	Date	12/31/2022			quarter	03/31/2023	quarter	Cash/Investments
<u>Pooled Investment Fund</u>										
General Fund	TexPool-449001			243,604.20			2,682.60	246,286.80	1.2500%	3.05%
General Fund	TexStar -1110			1,436,263.79			10,152.08	1,446,415.87	4.6066%	17.90%
General Fund	Logic -9001			347,091.93	500,000.00		5,695.02	852,786.95	4.8163%	10.56%
General Fund	TexPool Prime 559001			489,977.80	500,000.00		10,907.84	1,000,885.64	1.4800%	
<u>Restricted Funds</u>										
2019/2021 Bond Funds	TexPool Prime 559001			1,064,303.98		500,000.00	7,108.08	571,412.06	1.4800%	7.07%
2019 Util Cap Proj Fund	Logic-9002			2,104,019.20		1,750,000.00	9,128.73	363,147.93	4.8163%	4.49%
Total Pools				6,593,764.77	1,000,000.00	2,250,000.00	45,674.35	4,480,935.25		55.4611%
First National Bank	CD-25765		12/27/2021	93,126.85			183.39	93,310.24	0.0500%	1.15%
First National Bank	CD-25718		12/29/2021	128,833.08			-	128,833.08	0.0500%	1.59%
First National Bank	CD-25741		1/13/2022	60,146.50			14.91	60,161.41	0.0500%	0.74%
First National Bank	CD-25766		12/27/2021	130,725.31			32.23	130,757.54	0.0500%	1.62%
Brazos National Bank	CD-601286		12/6/2021	108,211.27			133.58	108,344.85	0.0500%	1.34%
Total Certificates of Deposits				520,487.06	-	-	364.11	521,407.12		6.4535%
Total Investment Accounts				7,114,251.83	1,000,000.00	2,250,000.00	46,038.46	5,002,342.37		61.9146%
<u>Cash Accounts</u>										
Pooled Cash-NOW ACCT	First Natl -3073			2,332,734.62	**	**	79.82	3,076,055.87	0.0100%	38.07%
Seizure Fund -NOW ACCT	First Natl -5076			1,023.36			0.03	1,023.39	0.0100%	0.01%
Total Cash Accounts				2,544,136.31	-	-	79.85	3,077,079.26		38.0854%
Total Cash and Investments				9,658,388.14	1,000,000.00	2,250,000.00	46,118.31	8,079,421.63		100.00%

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

MINUTES

RICHWOOD CITY COUNCIL MEETING

Monday, April 10, 2023 at 6:00 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, April 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 Boykin led the pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

Steve Boykin, Mayor:	Present
Mike Johnson, Position 1:	Present
Melissa Strawn, Position 2:	Present
Matthew Yarborough, 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

Mike Challenger - 32726 Bayou Bend - spoke regarding the care of special needs loved ones and how the State Government is funding programs that benefit those with special needs.

VI. CONSENT AGENDA

- A. Appoint Elvira Garcia to the Richwood Police Department Reserve Force.
- B. Approval of minutes from regular meeting held March 13, 2023.

Motion to approve consent agenda.

Motion made by Mike Johnson, Seconded by Melissa Strawn.

Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Jeremy Fountain

VII. DISCUSSION AND ACTION ITEMS

- A. Discuss and consider setting alternate date for the May 2023 City Council meeting.
Kirsten Garcia, City Secretary, presented.

Motion to reschedule May's City Council Meeting to May 15, 2023.

Motion made by Matthew Yarborough, Seconded by Jeremy Fountain.

Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Jeremy Fountain

- B. Discuss and consider approving tax resale of property located within the City of Richwood.
Kirsten Garcia, City Secretary, presented the information.

Discussion held on possible uses of the property.

Discussion held on the City’s options for approve this sale.

Discussion held on possibility of the City purchasing this property.

Motion to approve tax resale of property located within the City of Richwood.

Motion made by Mike Johnson, Seconded by Matthew Yarborough.

Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Jeremy Fountain

- C. Discuss and consider adopting Ordinance 23-504 amending Chapter 15, Article II, Sections 27 and 28, of the City of Richwood Code of Ordinances for the purpose of amending membership and vacancy guidelines of the Planning and Zoning Commission.

Kirsten Garcia, City Secretary, presented.

Discussion held on quorum and vacancy requirements.

Discussion held on possible conflicts of interest that may arise.

Motion to adopt Ordinance 23-504 amending Chapter 15, Article II, Sections 27 and 28, of the City of Richwood Code of Ordinances for the purpose of amending membership and vacancy guidelines of the Planning and Zoning Commission as presented.

Motion made by Jeremy Fountain, Seconded by Mike Johnson.

Voting Yea: Mike Johnson, Matthew Yarborough, Jeremy Fountain

Voting Nay: Melissa Strawn, Rory Escalante

- D. Discuss and consider approval of Resolution 23-R-77, a budget amendment in an amount not to exceed \$50,000 within Fund 32 Utility Capital Improvements for the rebuilding of the electrical panel at Lift Station #4.

Clif presented.

Discussion held on materials to be used on the rebuild.

Discussion held on cost savings by the City doing the work.

Discussion held on what will be replaced.

Discussion held on precautions taken to prevent the issues from recurring.

Motion to approve Resolution 23-R-77, a budget amendment in an amount not to exceed \$50,000 within Fund 32 Utility Capital Improvements for the rebuilding of the electrical panel at Lift Station #4.

Motion made by Matthew Yarborough, Seconded by Melissa Strawn.

Voting Yea: Mike Johnson, Melissa Strawn, Matthew Yarborough, Rory Escalante, Jeremy Fountain

- E. Consider items removed from consent agenda

No items removed.

VIII. CAPITAL IMPROVEMENT PROJECTS UPDATE

Clif Custer presented.

IX. CITY MANAGER'S REPORT

Eric Foerster presented information regarding our website updates.

X. COUNCIL MEMBER COMMENTS & REPORTS

Mike Johnson thanked volunteers and KRB for the Easter Egg Drive Thru event.

Melissa Strawn advised this will be her last meeting, as she won't be able to make the next. She expressed thanks to everyone in the City and her fellow councilmembers for a memorable four years.

Jeremy Fountain expressed thanks to KRB and volunteers for the Easter Egg hunt event, even if the weather messed up the original plans. He also expressed appreciation to the outgoing Councilmembers and Mayor for their service.

XI. MAYOR'S REPORT

Mayor Boykin stated he attended the TCEQ meeting online and will continue to follow up.

Mayor also thanked everyone who has supported him. Advised this would be his last full meeting as Mayor. He added that he is proud of what this Council has achieved over the years and stated that the City is in a very good place.

XII. FUTURE AGENDA ITEMS

Ellis Park Pathway

Solid Waste

Canvass Election

Budget Session

XIII. ADJOURNMENT

Being there no further business, the meeting was adjourned at 6:59 p.m.

These minutes were read and approved on this 15th day of May 2023.

Mayor

ATTEST:

City Secretary

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: Kirsten Garcia, City Secretary

SUBJECT: Appointment of Mayor Pro-Tem and Committee Liaisons

SUMMARY: Discuss and consider appointment of Mayor Pro-Tem and Committee Liaisons.

BACKGROUND INFORMATION:

Historically the Mayor Pro-Tem has been designated in Position order.

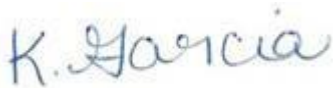
This last year Position 4 – Rory Escalante served as Mayor Pro-Tem. Therefore, the next position to be designated would be Position 5– Jeremy Fountain.

Council also needs to appoint liaisons for the following boards/committees:

- KRB
- CCPD
- RWVFD

Note, the committee liaisons may remain the same if the current liaison wishes to continue serving with that committee.

Thank you,



Kirsten Garcia



AGENDA MEMORANDUM

CONTACT: ERIC FOERSTER-CITY MANAGER

SUBJECT: GOVERNANCE TRAINING WITH RON COX

SUMMARY: This 4 hour training block will facilitate basic governance training for staff and council.

BACKGROUND INFORMATION: This is a requested training from the council. This training can be in the morning or evening, whatever suits the council and its availability.

FISCAL IMPACT: 2500.00

RECOMMENDATION: To select a date that best fits council and their availability.

The open dates available for Mr. Cox are as follows:

June - 14, 15, 15, 19, 20, 21, 22,23, 27, 29, 30.

July - 7, 10, 12, 19, 20, 21, 26, 27, 28



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: SOLID WASTE SERVICES RFP RESPONSE

SUMMARY:

As a result of the Request for Proposal advertised in March of 2023 for Solid Waste Services, the City of Richwood received two responses. One response being from Waste Connections and the second response being from AmeriWaste.

BACKGROUND INFORMATION:

The City of Richwood was required to put our current Solid Waste Service Contract out for bid due to the maturing of the current service contract with Waste Connections.

ISSUE:

The RFP requests:

5.7 **TAB C – Pricing and Fees**

- 5.7.1 The proposals shall provide a breakdown of all potential costs for once-a-week residential refuse pickup, once a month residential heavy trash pickup, and twice a month residential recycling pickup. (i.e., applicable hourly rates, training, travel and per diem, etc.). Please include a pricing alternate for twice a week residential refuse pickup and weekly recycling pickup. This includes, but is not limited to, additional pick-up days per week.

Richwood has no disqualifying criteria within the RFP language for contractors opting not to submit bids for service frequencies requested in section 5.7 of the RFP. The proposals submitted as a response to the current RFP are the options for Council to choose from. If Council wishes not to proceed with awarding the service contract to either of the contractors responding to this RFP, the service must go out for “rebid”.

FISCAL IMPACT:

Provided within the contractor’s responses to the RFP.

RECOMMENDATION:

Being that bids submitted in response to this RFP have immediate fiscal impacts to Richwood residents, it is staff’s recommendation that Council review the proposal submittals and score them accordingly based on the preselected criteria stated in section 6.1 of the RFP.

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 **Qualifications – 25 pts**
 - 6.1.2 **Experience – 25 pts**
 - 6.1.3 **Project Methodology – 20 pts**
 - 6.1.4 **Pricing and Fees– 20 pts**
 - 6.1.5 **References – 10 pts**

Evaluation sheets are provided for Council members. Please submit the completed evaluation sheets to Kirsten Garcia by May 12th at noon latest so they can be included in the published agenda for the May meeting.

Qualifications **1**

Experience **2**

Project Methodology **3**

Pricing and Fees **4**

References **5**

Conflict of Interest **6**

Proposer Certification **7**

RFP #23-001P **8**

QUALIFICATIONS

AmeriWaste has been servicing the area for over 18 years. We have experience in the Solid Waste Industry through multiple municipal, commercial, and individual accounts. We are the largest independently owned minority Solid Waste Provider in the Brazoria/Galveston County area. Our current contracts demonstrate our ability to provide professional and courteous service while keeping costs low. Our diverse management group helps ensure that our commitment to excellent customer service is accomplished. We promote teamwork, safety, and professionalism daily. Our goal is to provide each customer with quality service.

AmeriWaste has a flat organizational chart which allows us to control costs and respond quickly to any request. We have a proven positive record of involvement and support for the communities that we serve.

AmeriWaste is conveniently located in Alvin, TX. Our customer service staff is on hand to answer the phones and assist our customers from 8:00 am till 5:00 pm Monday through Friday and on Saturday from 8:00 am till 2:00 pm. They all have knowledge of the area and can provide friendly service. The operations team is out in the field until the last truck comes in for the day. They are prepared and ready to response to issues that may arise. AmeriWaste prides itself on its' customer service satisfaction and has a great working relationship with all its' communities. We consider our working relationships one of the benchmarks of service.

AmeriWaste has a well-maintained fleet of over sixty trucks to provide daily service. We provide solid waste and recycling services utilizing rear loader, front loader, and roll-off and brush trucks. Our residential trucks are staffed with trained personnel consisting of a driver and two helpers.

We have a comprehensive, mandatory safety program. The safety program promotes a safe work environment daily. AmeriWaste is a drug-free company which performs drug and alcohol testing on a weekly basis.

James Hildreth, VP Operations Manager, will oversee the contract and Jaime Castillo will be the route supervisor. The customer service office will manage all customer calls.

Resumes attached.

JACLYN HILDRETH

Profile

- 22 years experience in the solid waste industry.

Professional Experience

2022- Present	AmeriWaste President/General Manager	Alvin, TX
2018-2021	General Manager	
2006-2018	Office Manager	
	<ul style="list-style-type: none">• Responsible for all customer relations.• Responsible for all billing functions.• Training of customer service representatives.• Responsible for purchasing.• Oversee Management Team.• Ensure Company Goals.• Scheduling.• Maintain of all employee files.	
2002-2005	Red River Comanche Casino Manager – Casino Retail Shop	Randalette, OK
	<ul style="list-style-type: none">• Responsible for inventory.• Responsible for purchasing.• Cash Reconciliation.• Month End Reporting to Corporate.• Scheduling.	
1999-2001	IESI Customer Service Representative	Alvin, TX
	<ul style="list-style-type: none">• Customer Billing.• Cash Reconciliation.• Commercial Internal Sales.• Data Entry.	
1997-1998	Enviro-Tex, Inc. Customer Service Representative	Alvin, TX
	<ul style="list-style-type: none">• Review of Billing.• Residential Customer Service.	

James Hildreth

SUMMARY Eleven years experience in the solid waste industry. Sixteen years' experience as a commercial driver.

- SKILLS**
- Oversee day to day operations
 - Strong Leadership Skills
 - Operates Front Load, Rear Load, Delivery, Brush, and Roll-off Trucks
 - Purchasing

EXPERIENCE

AmeriWaste Inc.
3894 E Hwy 6 Alvin TX 77511
Vice President of Operations
July 2012 - Present

- Supervise over 100+ employees (including DOT drivers)
- Oversee supervisors for day-to-day operations.
- Vehicles Maintenance Logs
- Ensure driver's route knowledge.
- Conduct necessary investigations to determine the cause of the problem.
- Reviewing & updating policies and procedures to compliance within industry standards
- Hiring, training and supervising employees to ensure company policies and procedures are followed.
- Conduct training & safety meetings.
- Roll-off , Brush Truck, Front Load and Residential Driver

Choice Pipeline
Alvin TX 77511
Driver/Purchaser

Knight Contracting
Alvin TX 77511
Winch Truck Driver

Jim Bob's Pilot Cars
Owner/Jobsite Manager

Jaime Castillo

Objective: To contribute my skills, knowledge and 23 years of experience in a working environment where I can prove myself to be a valuable asset and contribute to the company's growth.

Experience: AmeriWaste 3894 E Hwy 6 Alvin TX 77511

Supervisor

February 2022 – Present

- Follow up on work orders and customer escalations
- Document management, review and modifications of paperwork
- Supervise over 100+ employees (Including DOT drivers)
- Monitor and maintain vehicle maintenance records
- Monitor, track and conduct employee and route observations
- Manage and monitor day-to-day activities
- Conduct safety meetings
- Route audits

Waste Connections 10310 FM 523 Angleton TX 77515

Route Supervisor

October 2019 - February 2022

- Over see the Angleton district
- Renew City and HOA contracts
- Council meetings
- Monthly planning and budgeting
- Over see supervisors for day to day operations
- Safety reviews
- Route audits
- Making new routes
- Communicate with cities for day to day operations

IESI/Progressive Waste 824 Hwy 6 Alvin TX 77511

Helper/Dispatcher/CDL Driver

July 1999 – October 2019

- Residential Driver
- Commercial & Roll Off Driver
- Dispatch drivers

Courtney B. Knight, D.C.

Summary of Qualifications

Skilled and versatile Doctor of Chiropractic. Proficient evaluation, exam, and treatment of diverse populations, from complicated neuromusculoskeletal conditions to wellness clients. Extensive Personal Injury and Workers Compensation evaluation, exam, and treatment patient experience. Accomplished Exercise Physiologist and Certified Strength and Conditioning Specialist. Efficient, self driven, performer with extended capabilities to be able to generate favorable outcomes for co-workers, clients, and patients.

Education

Doctor of Chiropractic, Texas Chiropractic College, December 2011
 Bachelor of Science Degree in Human Biology, Texas Chiropractic College, December 2011
 Bachelor of Science Degree in Exercise Physiology, University of Evansville, cum laude, Evansville, Indiana, 2000

Professional Experience

- Director,** AmeriWaste, Alvin, TX, 2021-Present
 Occupational Medicine Health and Safety Director. Perform all DOT medical exams, drug testing and breath alcohol testing. Evaluate and treat or refer injuries for worksite health and safety.
- Owner/Doctor,** Coastal Health Solutions, Alvin, TX, 2017-2019
 Operate and run the daily functions of a small private chiropractic, wellness, and worksite safety practice. Provide DOT medical examinations and drug testing.
- Designated Doctor,** Texas Department of Insurance-Division of Workers Compensation, Texas, 2015-2018
 Perform Designated Doctor exams pertaining to Compensable Injury, Maximum Medical Improvement, Impairment Rating, Return-to-Work, and recommendations for future treatment. Conduct functional capacity exams as ordered by other designated doctors to determine injured employee physical capabilities.
- Clinic Director,** The Joint, League City, TX, 2015
 Evaluate and treat up to 800 wellness patient visits per month. Manage and schedule all employees and doctors.
- Clinic Director,** Premier Physical Medicine, Pearland, TX 2012-2014
 Clinical director for all aspects of treatment in an integrated chiropractic/medical clinic. Perform all aspects of case management with a team including nurse practitioner, chiropractor, therapy technicians, and medical assistants.
- Intern,** Koala Health and Wellness, Webster, TX, and Houston, TX, 2009-2012
 Evaluation and treatment of patients/athletes, manage and adapt treatment plans, coordinate chiropractic care with physical rehabilitation to optimize each patient's recovery.

Professional Certifications

National Registry of Certified Medical Examiners – Certified Medical Examiner, 2017-present
 PACE Certified – DOT Qualified Urine Specimen Collector, 2017-present.
 Alcovisor Certified – DOT Qualified Breath Alcohol Technician 2021-present.
 Texas Department of Insurance-Division of Workers Compensation – Designated Doctor, 2015-2018

Honors

Top Doctor – Chiropractor 2022-2023
 Women in Medicine Top Doctor – Top Chiropractor 2021-2022
 Chief Intern, Moody Health Center, 2011
 Who's Who among American Colleges and Universities, 2011, 2010, 2009.
 SACA – Outstanding Service Award, 2009
 University of Evansville – Cum Laude graduate, 2000

EXPERIENCE

AmeriWaste services sixteen municipal contracts and an additional 9,000 plus individual customers within the surrounding area which includes Harris, Fort Bend, and Galveston and Brazoria counties.

Current Solid Waste Contracts – see References.

AmeriWaste has always completed our scheduled routes unless an act of God forced non pickup. We have consistently been able to restart service as soon as the event cleared, and the landfill reopened.

AmeriWaste has experienced continued growth within the last 60 months. We added the City of League City in 2018, the City of Kemah in 2018, the Community of Brook Forest in 2019, WCID #1 in 2020, and the City of Freeport in April 2022. When looking at our references, you will see that we have long-standing relationships with our cities and communities. AmeriWaste runs residential and commercial routes six days a week. We service over 70,800 residential customers and 2,100 commercial accounts monthly. We specialize in smaller communities but can service cities as large as League City. Developing relationships with our customers, being able to quickly respond, having great teamwork and well-maintained equipment, allows us the ability to pick up all our scheduled routes. We do not hire contract workers. All the team members are employees of the company with the management team having ownership in the company. When we response to our customers they are dealing with an owner.

Janell Marin, CEO, has 40 years' experience in the solid waste industry. Her experience ranges from managing daily operations, sales, and maintenance, to all financial aspects of the company. Ms. Marin has owned and operated solid waste companies for 23 years and worked for a regional solid waste company for over 5 years. Ms. Marin has a bachelor's degree in accounting and is a Certified Public Accountant. Her current responsibilities are growing the management team, all financial functions and business development.

With over 45 years experience in senior management including municipal experience with 18 years in the solid waste industry, Michael Clawson engages in business development and training. His experience includes contract negotiation and integration. Mr. Clawson has a bachelor's degree in public administration and a master's degree in human resource management. Mr. Clawson services as Vice President/Secretary of the company.

Jaclyn Hildreth has over 23 years of solid waste experience in customer service, billing, and municipal relations. She has extensive knowledge of handling customer issues and interfacing with customers in a professional friendly manner. Ms. Hildreth currently serves as our President of Operations and is responsible for our daily operations including all billing.

METHODOLOGY

AmeriWaste will provide a superior level of Solid Waste services to the residents of Richwood. We would utilize the latest technology available to provide curbside residential collection. We propose dividing the City into two routes for trash service with pickup days to be a Monday/Thursday and Tuesday/Friday. Heavy trash pickup will be on all service days. Recycling Services will be provided every Wednesdays utilizing forty-eight gallon recycle carts. We would use rear loader trucks with a driver and two helpers. Residents would be able to place two trash cans up to sixty-four gallons, two heavy trash items plus four bundles or bags of green waste curbside for pickup each service day. This method provides for heavy trash not sitting curbside for a month at a time, allows for residents to recycle more materials and not have to collect for weeks, and provides greater flexibility in household trash and green waste disposal. The proposed method promotes a cleaner neighborhood and quality of life.

AmeriWaste will work with the City to notify the residents of the changes in service and help to ensure a smooth transition. We would request that the City facilitate a transition meeting with the current provider. We would deliver all recycling carts prior to the start date. We will meet with the commercial customers in the City to discuss their solid waste needs and set up their services as requested. The City would be responsible for the billing and collections of the residential solid waste fees and remit to AmeriWaste monthly.

Our customer service operations are located at 3894 E Hwy 6 Alvin. The management and personnel of AmeriWaste are most concerned with achieving customer satisfaction. This goal is achieved by providing excellent customer service. To meet the expectations of our customers, we have trained customer service representatives to manage all the inquiries.

CITY OF RICHWOOD - PRICING

Prices do not include any administrative fees, franchise fees, or sales tax

Residential Solid Waste Services

Once-a-week residential refuse pickup, once a month residential heavy trash pickup, and twice a month residential recycling pickup.

NO BID

Residential Solid Waste Services - Alternate

Twice a week residential refuse pickup, once a month residential heavy trash pickup, and weekly residential recycling pickup.

NO BID

Residential Solid Waste Services - Hybrid

Twice a week residential refuse pickup, twice a week residential heavy trash pickup, and weekly residential recycling pickup.

\$ 21.75

Light Commercial Services

AmeriWaste provided two (2) sixty-five (65) gallon cart per business.
Light Commercial weekly recycling pickup.

\$ 43.50

\$ 3.50

Commercial Containers Services

Container Size	Weekly Collection Frequency						Extra Pickup
	1	2	3	4	5	6	
2 yd	59.84	86.86	103.10	127.56	153.98	180.40	40.00
4 yd	83.86	127.87	171.91	217.15	266.59	316.03	50.00
6 yd	103.73	170.57	216.27	287.53	358.66	429.90	60.00
8 yd	122.25	208.97	287.53	382.41	467.12	572.23	70.00

Locks \$ 10.00 per container

Casters \$ 20.00 per container

ROLL-OFF CONTAINER FEES

Roll-Off Size	Haul & Disposal Rate
20 CY	\$ 500.00
30 CY	\$ 550.00
40 CY	\$ 650.00

MISCELLANEOUS FEES

Roll-off delivery – one-time charge	\$ 150.00 per delivery
Roll-off Rental Fee	\$ 125.00 per month
Roll-off Rental Fee	\$ 5.00 per day
Dry Run Fee	\$ 150.00
Disposal Rate Type I Landfill per ton	\$ 50.00 per ton

COMPACTOR CONTAINER FEES

Size
Any

Haul Rate (does not include disposal)
\$ 350.00

REFERENCES

City of Santa Fe - April 1, 2005 - Present

Alun Thomas
409-925-6412
Athomas@santafetx.gov
Trash and Recycle Services
4,221 estimated number of customers serviced.

City of Freeport - April 1, 2022 - Present

Tim Kelty
979-871-0105
TKelty@freeport.tx.us
Trash and Front Load Services
2,989 estimated number of customers serviced.

City of Jamaica Beach - August 7, 2007 - Present

Georgia Carmack
409-737-1142
cityadmin@jamaicabeachtx.gov
Trash and Recycle Services
1,200 estimated number of customers serviced.

City of El Lago - April 1, 2008 - Present

Rachel Lewis
281-326-1951
citysec@ellago-tx.gov
Trash and Recycle Services
876 estimated number of customers serviced.

Community of Bay Oaks - August 10, 2010 - Present

Rebekah Chevalier
832-864-1200
rchevalier@houcomm.com
Trash and Recycle Services
1106 estimated number of customers serviced.

Community of Bay Forest - January 1, 2010 - Present

Daniel Pias
713-562-5444
accountant@bayforest.info
Trash and Recycle Services
839 estimated number of customers serviced.

WCID #1 - March 16, 2020 - Present

Ivan Langford
281-337-1576
ilangford@gcwcid1.tx.gov
Trash, Recycle, Small Commercial & Front Load Services
7,914 estimated number of customers serviced.
March 16, 2020 - Present

City of Tiki Island - March 5, 2007 - Present

Brandee Lawther
409-935-1427
tikiisland@comcast.net
Trash and Recycle Services
857 estimated number of customers serviced.

City of Hillcrest Village – October 1, 2005 - Present

Lisa Freitag
281-756-0577
cityoffice@hillcrestvillagetx.gov
Trash and Recycle Services
286 estimated number of customers serviced.

Community of Brook Forest – May 1, 2019 - Present

Kathy Dooley
281-480-2563
kathy@cmsisolutions.com
Trash and Recycle Services
1,023 estimated number of customers serviced.

City of Nassau Bay - December 1, 2005 - Present

Robert Underwood
281-333-4211
city.receptionist@nassaubay.com
Trash and Recycle Services
1,375 estimated number of customers serviced.

Clear Lake Shores - April 1, 2006 - Present

Brad Goudie
281-595-1894
Bgroudie@clearlakeshores-tx.gov
Trash, Recycle and Front Load Services
494 estimated number of customers serviced.

City of Taylor Lake Village - December 1, 2005 - Present

Stacey Fields
281-326-2843
city_secretary@t/v-tx.us
Trash and Recycle Services
1,370 estimated number of customers serviced.

City of Hitchcock - February 1, 2009 - Present

Marie Gelles
409-986-5591
mgelles@cityofhitchcock.org
Trash and Front Load Services
2,539 estimated number of customers serviced.

City of Kemah - October 1, 2018 - Present

Bobby Hurman
281-334-1611
Bhurman@kemahtx.gov
Trash, Recycle and Front Load Services
741 estimated number of customers serviced.

City of League City - May 1, 2018 - Present

David Tickell
281-554-1083
david.tickell@leaguecitytx.gov
Trash, Recycle, Small Commercial & Front Load Services
34,219 estimated number of residential customers serviced.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the company, corporation, partnership, or institution represented by the proposer, or anyone acting for such company, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 SAH Addendum #2 _____ Addendum #3 _____
 Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: AmeriWaste Solutions
 REPRESENTATIVE'S NAME: Jacklyn Hildreth
 REPRESENTATIVE'S TITLE: President
 MAILING ADDRESS: PO Box 2074
 CITY, STATE, ZIP: Alvin Tx 77512
 PHONE & FAX NUMBERS: 281-331-8400 & Fax 281-331-3233
 E-MAIL ADDRESS: Jacklyn@AmeriWaste.net
 AUTHORIZED SIGNATURE: [Signature]
 DATE: 4/28/23

City of Richwood

TEXAS

REQUEST FOR PROPOSALS (RFP) SOLID WASTE DISPOSAL #23-001P

DEADLINE EXTENDED TO Friday, April 28, 2023 at 2:00 PM

The City of Richwood is now accepting sealed proposals for Solid Waste Disposal Services.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Friday, April 28, 2023.** (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of Richwood, City Hall Executive Conference Room, 1800 Brazosport Blvd., Richwood, TX 77531. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: RFP #23-001P – SOLID WASTE DISPOSAL SERVICES

DELIVERY ADDRESS: Please submit one (1) marked original along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of Richwood
City Secretary Office
1800 Brazosport Blvd
Richwood, TX 77531
Monday – Friday: 8:00 am to 5:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Kirsten Garcia, City Secretary, at kgarcia@richwoodtx.gov. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of Richwood reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Wednesday, April 19, 2023 at 2:00 p.m.

City of Richwood — TEXAS —

REQUEST FOR PROPOSALS (RFP) SOLID WASTE DISPOSAL #23-001P

The City of Richwood is now accepting sealed proposals for Solid Waste Disposal Services.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Friday, March 31, 2023**. (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of Richwood, City Hall Executive Conference Room, 1800 Brazosport Blvd., Richwood, TX 77531. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: RFP #23-001P – SOLID WASTE DISPOSAL SERVICES

DELIVERY ADDRESS: Please submit one (1) marked original along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

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The City of Richwood reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Wednesday, March 15, 2023 at 2:00 p.m.

INVITATION TO BID / REQUEST FOR PROPOSALS

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.

SEALED BID/PROPOSAL • DO NOT OPEN

RFP #23-001P

SOLID WASTE DISPOSAL SERVICES

BID/PROPOSAL NO. 23-001P

OPENING: MARCH 31, 2023 @ 2:00 PM CST

For information Contact:

Kirsten Garcia

(979) 265-2082

kgarcia@richwoodtx.gov

Company Name: _____

Contact Name: _____

Phone Number: _____

Bids/Proposals must be addressed to:

City of Richwood
Attn: Bids/Proposals
1800 N Brazosport Blvd
Richwood, TX 77531

City of Richwood
RFP #23-001
Solid Waste Collection & Disposal

1. Introduction:

The City of Richwood is soliciting proposals from interested and qualified companies for services for residential and commercial waste collection, transport, and disposal of municipal solid waste, including bulky waste from within the city limits to a disposal or processing site identified by the Applicant. The proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment. It is the intent of the City to select a single company to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 Location

The City serves an area of approximately 5 square miles with a population of approximately 6,000 and is located in Brazoria County, 52 miles south of Houston, and approximately 16 miles from the Gulf Coast.

City Infrastructure

The City is organized into six (6) departments and provides a full range of municipal services to its citizens including fire (volunteer department) and police protection, municipal court facilities, water and sanitary sewer utilities, the construction of streets, drainage and other infrastructure, recreational activities, and other facilities used for various cultural and civic activities. The City utilizes the services of a contractor in order to provide solid waste collection services and residential recycling.

2.2 Solid Waste Collection & Disposal

The City of Richwood ("the City") is requesting proposals from interested and qualified contractors ("Applicants") to provide the City with residential and commercial solid waste collection, transport, and disposal or processing ("Project") within the city limits.

3. Scope of Work:

3.1 General

The City Council is dedicated to responsive and customer-focused solid waste services for the citizens of the City of Richwood. The City of Richwood is interested in proposal from companies with a strong commitment to excellent customer service, which will work well with the City Council, and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer- focused, responsive, innovative, friendly, and committed to offering Richwood residents quality service. The City desires a vendor that demonstrates quality management driven by value and a strong work ethic, not necessarily the least expensive provider.

Specifically, Applicant requirements include:

1. Provide an efficient and economical once weekly service of curbside collection of solid waste for all residential and commercial customers within the City limits;
2. Collect and transport solid waste from all residential and commercial customers within the City of Richwood to the applicant's designated disposal site, which must be a properly licensed waste disposal facility;
3. Collect and transport heavy trash, once a month, including but not limited to, vegetative debris, furniture, fencing and non-hazardous construction debris up to 4 square yards.
4. Collect and transport recycling, twice a month.
5. Maintain positive communications with the City and the customer.

Specifically, Applicant responsibilities include:

1. Leave waste containers (including the lids) on the side of the street in an upright fashion;
2. Ensure no loose trash in the streets or yards of customers (i.e., if trash falls out of the cans or the trucks during collection, the vendor will pick up the litter);
3. Maintain a consistent route schedule (which is kept on file with the City) so that customers can expect their garbage to be picked up at approximately the same time each day of service;
4. Inform the City Manager or his/her designee of any event (including, but not limited to: equipment failure, manpower shortage, icy weather, and flood) which may delay the pick- up of solid waste by more than two (2) hours on any scheduled day;
5. Be responsive to customer complaints and concerns;
6. Treat customers with respect and with top priority; and
7. If an Applicant misses a pick-up, the Applicant will be required to provide documentation as to why the specific location was missed. If documentation cannot be provided within one (1) business day, the applicant must return within 24 hours to pick up waste.
8. Provides and requires professional uniforms and appearance for all personal that drive the truck and collect the solid waste.

4. Contract Terms and Conditions:

4.1 General

This contract is for a two (2) year initial term, with two (2) one-year renewal terms available upon the mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent renewal terms – there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew other than the 60 days stated herein, and/or financial penalties for non-renewal will not be acceptable to the City. Additionally, any “evergreen” renewal provisions contained in vendor-provided agreements to their proposal, beyond the four (4) year maximum term stated herein, will not be acceptable to the City. Refusal by a proposer to amend any of the prohibited provisions described in this section may be grounds for rejection of the subject proposal.

4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the company (separately and collectively the “Indemnitee”) shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney’s fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the company under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Company, or any third party.

4.3 Release

It is understood that any resulting contract executed will contain the following language:

The company assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the company’s work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the company, or any third party.

5. **Instructions to Bidders:**

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing companies, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the company identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Richwood.

The City of Richwood requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Company's shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. ***It is requested that proposals be limited to no more than 50 pages, excluding resumes and sample documents.*** Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: Friday, March 3, 2023

Deadline for Submitting Questions: Wednesday, March 15, 2023 by 2:00 p.m.

Proposal Submission Deadline: Friday March 31, 2023, 3 by 2:00 p.m.

5.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

5.4 TAB A – Qualifications

5.4.1 Briefly introduce your company, providing a summary of the administration, organization and staffing of your company.

5.4.2 Provide a list of all management, supervision, labor, transportation and equipment necessary to provide solid waste collections services.

5.4.3 Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.

5.5 **TAB B – Experience**

- 5.5.1 Number of Solid Waste Collection contracts your company currently has within a 250-mile radius of the City of Richwood.
- 5.5.2 Include your company's success rate with completing collections as scheduled.
- 5.5.3 Describe the experience of the company in the last sixty (60) months in performing solid waste collection services.

5.6 **TAB 6 – Project Methodology**

- 5.6.1 Provide a work plan that describes the company's methodology, including a detailed project plan, based on prior experience with solid waste collection services.
- 5.6.2 The strategies and methods by which the work is performed must be included in the proposal and detailed sufficiently to allow the City to determine compatibility of the approach to the City's overall goals.
- 5.6.3 Work plan shall clearly distinguish the company's duties and responsibilities and those of the City. Absence of this distinction shall mean the company is assuming full responsibility for all tasks.

5.7 **TAB C – Pricing and Fees**

- 5.7.1 The proposals shall provide a breakdown of all potential costs for once-a-week residential refuse pickup, once a month residential heavy trash pickup, and twice a month residential recycling pickup. (i.e., applicable hourly rates, training, travel and per diem, etc.). Please include a pricing alternate for twice a week residential refuse pickup and weekly recycling pickup. This includes, but is not limited to, additional pick-up days per week.
- 5.7.2 The proposal shall include a fee schedule for additional services required for successful implementation not already specifically identified in this RFP or optional services that may be of benefit to the City.

5.8 **TAB D – References**

- 5.8.1 Include names and telephone numbers of persons whom the City of Richwood can contact for references regarding the company's past performance on similar projects.

5.9 **TAB E – Conflict of Interest**

- 5.9.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Richwood, including affiliations and business and financial relationships such persons may have with City of Richwood officers. The form can be located at the Texas Ethics Commission website:

By doing business or seeking to do business with the City of Richwood including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas

Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of Richwood is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council:	Mayor	Steve Boykin
	Councilmember	Mike Johnson
	Councilmember	Melissa Strawn
	Councilmember	Matt Yarborough
	Councilmember	Rory Escalante
	Councilmember	Jeremy Fountain
City Staff:	City Manager	Kirsten Garcia
	Director of Public Works	Clif Custer
	City Secretary	Kirsten Garcia
	Finance Director	Tricia Ditto

6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

- 6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:
 - 6.1.1 **Qualifications – 25 pts**
 - 6.1.2 **Experience – 25 pts**
 - 6.1.3 **Project Methodology – 20 pts**
 - 6.1.4 **Pricing and Fees– 20 pts**
 - 6.1.5 **References – 10 pts**
- 6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).
- 6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.
- 6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the company, corporation, partnership, or institution represented by the proposer, or anyone acting for such company, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____

Proposer Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of Richwood will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Richwood will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;
- (5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Richwood Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at www.richwoodtx.gov. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Richwood is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of Richwood, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals. The City reserves the right to award primary, secondary, and tertiary contracts at their discretion.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Richwood. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Richwood, including affiliations and business and financial relationships such persons may have with City of Richwood officers.

By doing business or seeking to do business with the City of Richwood, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of Richwood may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Richwood will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Richwood designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of Richwood, Accounts Payable, 1800 Brazosport Blvd., Richwood, TX 77531, and shall reference the City of Richwood approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Richwood from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Richwood reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Richwood may have in law or equity. Respondent, in submitting this proposal, agrees that City of Richwood shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of Richwood shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Richwood, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Richwood.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Richwood.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

<https://www.ethics.state.tx.us/File/>

PERFORMANCE AND PAYMENT BOND REQUIREMENTS: Per Government Code Chapter 2253. Bonds. If the contract exceeds fifty thousand dollars (\$50,000) a payment bond is required. If the contract exceeds one hundred thousand dollars (\$100,000) a performance bond is required. Performance and Payment Bonds shall be furnished on prescribed forms in the amount of one hundred percent (100%) of the contract price with corporate surety duly authorized to do business in the State of Texas. Attorneys-in-fact who sign Bonds must file with each bond a certified and effective date copy of their Power of Attorney.

BID SECURITY: Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the total bid which shall be a Certified Check or Cashier's check payable without recourse to the City of Richwood, TX, or a bid bond with corporate surety authorized to conduct business in Texas. Said security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid within sixty (60) days after the date of the opening of the bids; that if a bid is accepted, the bidder will enter into a formal Contract with the OWNER, furnish bonds and insurance as may be required and commence work at the specified time, and that in the event of the withdrawal of said bid within said period, or the failure to enter into said Contract, furnish said bonds and insurance and commence work within the time specified, the Bidder shall be liable to the OWNER for the difference between the amount specified in the bid in the amount for which the OWNER may otherwise procure the required work. Checks of all except the three lowest responsible Bidders will be returned when award is made; when the Contract is executed, the checks of the two remaining unsuccessful bidders will be returned; that of the successful Bidder be returned when formal Contract, bonds and insurance are approved, and work has commenced within the time specified.



Kirsten Garcia
City Secretary
City of Richwood
1800 Brazosport Blvd
Richwood, X 77531

April 28, 2023

Re: Solid Waste Services

Dear Ms. Garcia,

AmeriWaste has reviewed the RFP for Solid Waste Disposal RFP#23-001P. There are several questions which remain open regarding the commercial waste portion of the RFP. We have provided commercial pricing in our responses and respectfully request that upon selection of our company that we are able to discuss the commercial waste pickup and disposal.

We have driven the City and reviewed the RFP and are “no bidding” the once per week service with monthly heavy trash and twice a month recycle.

We feel that our hybrid alternative will better serve the residents of the City of Richwood.

AmeriWaste is proposing a hybrid alternative for the City.

- Twice a week regular residential curbside trash service. The City would be divided into two zones with pickup on a Monday/Thursday and Tuesday/Friday schedule. Service would be limited to six (6) items per pickup day. Items would include cans or carts not to exceed sixty-four gallons in size provided by the resident, bags of sufficient strength to contain contents (green waste or household trash), and/or cut, tied, and bundled brush. All household waste is required to be bagged. The City would be responsible for the billing and collections of all residential services.
- Once a week residential curbside recycling services would be provided on Wednesday. AmeriWaste would provide a 48-gallon cart to each residential unit.
- Residential curbside bulky waste pickup will be picked up on each trash service day and be limited to 2 items per day. Items would include appliances in

compliance for disposal, furniture, and other miscellaneous items. A full listing will be made available for distribution to the residents.

- Light Commercial units would be serviced twice a week according to their location within the residential zones. Light commercial units are defined as not generating more than four (4) 64-gallon containers for refuse during a calendar week. The City would be responsible for the billing and collections of all light commercial services.
- Commercial units serviced via dumpster would be serviced up to six (6) times a week depending on volume generated. The required schedule and size of dumpster will be determined by the customer and AmeriWaste. AmeriWaste would be responsible for the billing and collections including all franchise fees as established by the City and sales taxes as applicable.
- AmeriWaste will provide the City with two (2) 6 yd dumpsters at sites to be specified at no charge.
- AmeriWaste will partner with Waste Masters of Texas to provide all roll-off and compactor services for commercial entities.

After contacting our vendors, AmeriWaste would need approximately 8 weeks to secure the necessary capital to perform the Solid Waste contract. After the awarding of the contract, we can negotiate a start date that would allow for a smooth transition with the commercial entities and time to educate all the residents regarding the new service guidelines.

We are available to meet with City officials to discuss our proposal and to negotiate a contract that would be beneficial for the residents, commercial entities, the City and AmeriWaste. We look forward to building a lasting relationship with the City of Richwood.

Cordially,

Jaclyn Hildreth
President



SOLID WASTE PROPOSAL

“RFP #23-001 – Solid Waste Disposal Services”
Friday, April 28, 2023 @ 2:00 PM C.S.T.

City of Richwood

**1800 Brazosport Blvd
Richwood, Texas 77531**



Zachary Ryan, District Manager
827 W Highway 6, Alvin, Texas 77511
C: 346-477-5244 | E: zryan@wcnx.org



WASTE CONNECTIONS
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Connect with the Future®

“RFP #23-001P – Solid Waste Disposal Services”
City of Richwood, Texas
April 28th, 2023 @ 2:00PM CST.

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WASTE CONNECTIONS, INC.
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“RFP #23-001P – Solid Waste Disposal Services”

City of Richwood, Texas

April 28, 2023 @ 2:00 PM CST.

Tab A

Qualifications

5.4.1

The Waste Connections’ corporate philosophy is based on the belief that the solid waste service business is a local business managed by professionals living and working in the communities we serve. WCI strives to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customers we serve whether they be industry, commercial accounts, municipal jurisdictions or residential subscribers.

Waste Connections was founded in 1997 by a dedicated group of industry professionals with over 50 years of industry experience, Waste Connections now has operations throughout 42 states and 6 provinces in Canada.

Waste Connections is traded on the NYSE exchange under the symbol WCN. The company's strategic objective is to build a leading solid waste services company in secondary markets focusing on customer service excellence and the utilization of improved technology to enhance efficiency within the markets we serve.

Both corporate wide and locally, we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies. We believe that our services play an integral part of improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers.

Waste Connections ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization, not only in the financial and accounting arena but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. WCN is committed to this value and continuously strives to have the systems in place to ensure the preservation of integrity.

Within the last five years we have been awarded contracts with the following municipalities in the Southeastern Texas area:

Municipality Name	Home Count	Contact Name	Contact Phone	Contract Expiration Date	Annual Dollar Value
Texas City, TX	17,900	Mike Stump	409-948-3111	01/31/2024 <i>Renewal discussions ongoing</i>	\$3.6M
City of Friendswood	12,900	Morad Kabriri	281-996-3250	03/31/2025	\$2.9M
City of Manvel, TX	2,700	Kyle Jung	832-336-4078	5/31/2024	\$800K

**Waste Connections has not been terminated from any contracts in Texas prior to the end of their term*

5.4.2 – 5.4.3

Management	Years' Experience	Duties	Contact Phone
Zachary Ryan, District Manager	15 years	Zac performs the day-to-day management of all Waste Connections – Angleton hauling operations.	346-477-5244
Damian Hinojo, Site Manager	7 years	Damian handles the daily logistics of the hauling operation. He coordinates with all departments on a daily basis, to ensure operational efficiency, and above all else, the safety of our Drivers' and Communities'.	512-415-1390
William Holloway, Operations Supervisor	17 years	Will assists Damian in the daily logistics of the hauling operation. Will coordinates directly with the Drivers and Customers on a daily basis.	979-288-1226
Kyle Jacob, Assistant Controller	4 years	Kyle is primarily responsible for the financial integrity of the site, as well as internal controls, Municipality relations/proposals, and management of office personnel.	832-791-6758



WASTE CONNECTIONS, INC.

“RFP #23-001 Solid Waste Disposal Services”

City of Richwood, Texas

April 28th, 2023 @ 2:00 PM CST.

Tab B Experience

Waste Connections of Texas, LLC, has been providing waste services in the State of Texas since the year 2000. The proposer’s parent company and its affiliated companies have over twenty (20) years of experience in the United States waste industry, including residential garbage, yard waste, and recyclables.

“Waste Connections of Texas, LLC is the respondent for this RFP. Waste Connections of Texas, LLC is a subsidiary of Waste Connections, Inc., a publicly traded company (NYSE: WCN) (“WCN” or the “Company”). WCN serves more than six million residential, commercial, industrial, and exploration and production customers from a network of operations in 40 states, five provinces and the District of Columbia. As part of its regulatory filing requirements with the United States Securities and Exchange Commission (“SEC”), WCN is required to disclose and file a description of all material legal proceedings on an annual and quarterly basis. Due to WCN’s size, it would be impractical and unreasonably onerous to precisely comply with the litigation requests made in the RFP. However, WCN’s material litigation has been disclosed in its past five annual 10-K filings, and its most recent quarterly 10-Q filings with the SEC, and all such filings are publicly available. Additional information regarding the status of these claims is available upon request.”

Waste Connections of Texas offers the following information as evidence of its ability to maintain quality, long-term relationships with municipalities.

Municipality/Contact	Address	Phone	Length of Contract/ # Serviced	\$\$ Value & Services
City of Texas City Mike Stump, Solid Waste Manager	301 6 th St. N Texas City, TX 77590	409-643-5810	START DATE: 02/01/2019 – Current 17,900 Homes / 700 Bus.	Est. \$5 million annually / Automated Solid Waste & Bulk Removal
City of Friendswood Morad Kabriri, City Manager	910 S Friendswood Dr. Friendswood, TX 77546	281-996-3200	START DATE: 04/01/2012 – Current 12,900 Homes / 900 Bus.	Est. \$3 million annually / Manual Solid Waste & Recycling Bulk/Brush
City of Angleton Chloe Campbell, City Billing Director	121 S. Velasco Angleton, TX 77515	979-849-4364	START DATE: 4/1/2009 – Current 6,500 Homes / 554 Bus.	Est. \$2.5 million annually / Automated Solid Waste & Recycling Brush/Bulk
City of West Columbia Debbie Southerland, City Manager	512 E. Brazos Ave. West Columbia, TX 77486	979-345-3123	START DATE: 12/1/2010 – Current 1,300 Homes / 100 Bus.	Est. \$457,200 Annually / Automated Solid Waste Bulk & Brush



WASTE CONNECTIONS, INC.
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“RFP #23-001 Solid Waste Disposal Services”

City of Richwood, Texas

April 28th, 2023 @ 2:00 PM CST.

Tab C

Project Methodology

Operational Plan and Safety Record Report

Method of Collection

Waste Connections will provide residential and commercial services to the City of Richwood with a total of 4 trucks and 4 drivers running 2 days per week, one driver per truck and two helpers for the bulky route.

Residential collection will begin at 7am and end at 4pm. The service will be performed with 1 garbage and 1 recycle Automated Side Load (ASL) style trucks, one driver per truck.

Commercial collection will begin at 2am and end at 2pm. The service will be performed with 1 Front End Load (FEL) style truck, one driver per truck.

Brush and bulky item service will be provided once per month, up to four square yards. The brush will be serviced by a grapple arm truck with one driver. The bulky items will be serviced with a Rear End Load (REL) style truck with one driver and two helpers. Our customer focused approach will ensure that the brush and bulky service will run as smoothly as possible. In addition to proactive outreach and education regarding this service, the drivers will leave a correction tag for the customer if there is a reason the material placed curbside cannot be serviced. If there are more than one tags left consecutively at any address, our customer service team will contact the customer via phone or email to discuss an appropriate remedy.

Waste Connections will have one container delivery truck, with one driver, dedicated to delivery, removal, and exchanges of carts and containers. Waste Connections utilizes a work order system to track all container driver activities.

Waste Connections will have one Roll off truck, with one driver, dedicated to performing roll off services. Waste Connections utilizes a work order system to track all roll off activities.

Response Time

Our customer service team will be dedicated to all communication with the city regarding any customer issues or concerns. Customer concerns received from 7am to 2pm will be resolved the same day. Issues or concerns after 2pm will be researched and resolved by 10am the following morning, however the goal is same day resolution. All events will be recorded and sent to the city on a daily basis.

GPS Tracking

Waste Connections uses Drive Cam technology which is a GPS tracking/camera system. Drive Cam provides a 360 degree view, with several cameras on the truck. If necessary, videos can be obtained to research customer complaints. Most of the data collected regarding misses, blocked receptacles, contamination and excess waste is recorded in our routing and billing system, Route Manager Online (RMO,) which has dynamic reporting abilities where reports can be generated with just a few mouse clicks and exported to pdf or excel format.

Container Delivery

Container delivery requests for new service or City special events will be fulfilled within three business days. At the time of notification, a work order will be created to deliver the container. Special requests by the city will be handled at first priority.

SAFETY

It is Waste Connections policy to conduct all operations in a safe and healthful manner. The Safety and Health of every employee is a fundamental consideration in every business decision and plan, and all reasonable precautions will be taken to protect employees from injury and illness. We are equally committed to protecting the public, company property, and our customers from events that could cause harm or economic losses due to our operations.

Our goal is to prevent the occurrence of all work-related injuries, illnesses and property losses. It is our philosophy that, by striving to eliminate unsafe conditions and actions, as this is our first core value within Waste Connections.

Management of Events (Spillage, Hydraulic Line Breaks, Vehicle Fires)

Driver will notify management team at the time of any safety or environmental issue. Supervisor will be on site, address severity and notify appropriate agencies via phone call and email. Communication will be given to the city at first availability of incident and also at resolution.

Spillage/Hydraulic issues – Waste Connections is equipped to handle clean ups with pressure wash crew if necessary to clean up the spill. If spill is not contained, HAZMAT will be notified immediately.

Truck fire – Pending severity, driver will attempt to dump at the nearest landfill. If severity is at highest level, driver will look for the safest place to off load and call the fire department immediately. Once the fire has been extinguished, company will have clean-up crew, brush truck and pressure wash company on site for clean-up.

Driver notifies management team of accident at first availability. Supervisor will arrive at the scene to investigate and ensure proper authorities are notified. Incident forms will be filled out with pictures at the time of investigation. After investigation has been completed, incident will be reported to ESIS, our third party claims management company. All incidents will be reported to the city at the time of notification via phone and email. Waste Connections will follow up communication once investigation has been completed.

In the event of an operational motor vehicle incident, our procedure includes:

- ❖ Contact 911 to report the incident **IMMEDIATELY**.
- ❖ Second notification is directed to dispatch or supervisor.
- ❖ Upon notification of incident, supervisor will report to the scene immediately.

- ❏ All pertinent information is gathered and/or exchanged (location, time, parties involved, witnesses, conditions, license number, extent of damage, etc.)
- ❏ Depending on the severity of the incident or event, Waste Connections will notify the appropriate agency and/or City.
- ❏ Supervisor notifies the District Manager and submits a full Incident Report which includes Drive Cam camera footage
- ❏ Waste Connections conducts an Incident Review Board (IRB) for all incidents

Tab D

Solid Waste Disposal #23-001P

Solid Waste Collection Rates - City of Richwood

Residential Cart Service 1 x Week

2023	
Residential 95 gal	\$ 18.08
Extra Carts	\$ 25.46

Commercial Cart Service 1 x Week

Commercial 95 Gal Cart	\$ 40.68
Extra Carts	\$ 12.07

Replacement of cart due to negligence \$ 90.59

Commercial Frontload Rates

Size	1x	2x	3x	4x	5x	Extra PU
2	\$ 58.68	\$ 104.00	\$ 150.69	\$ 196.01	\$ 242.70	\$ 53.34
3	\$ 80.02	\$ 132.01	\$ 184.01	\$ 236.01	\$ 288.01	\$ 56.01
4	\$ 93.33	\$ 152.02	\$ 209.35	\$ 268.02	\$ 325.36	\$ 58.68
6	\$ 122.68	\$ 198.68	\$ 281.36	\$ 364.04	\$ 446.71	\$ 64.01
8	\$ 144.01	\$ 253.36	\$ 364.04	\$ 473.39	\$ 584.05	\$ 73.34

Casters and locking devices \$ 6.17

Delivery fee and removal fee \$ 60.35

Commercial Compactor Rates

Size	1x	2x	3x	4x	5x	Delivery
2	\$ 116.73	\$ 208.02	\$ 301.35	\$ 392.04	\$ 485.37	\$90.59
3	\$ 160.01	\$ 264.03	\$ 368.03	\$ 472.05	\$ 576.06	
4	\$ 186.69	\$ 304.02	\$ 418.72	\$ 536.05	\$ 650.72	
6	\$ 245.37	\$ 397.38	\$ 562.72	\$ 728.06	\$ 893.42	
8	\$ 288.01	\$ 506.71	\$ 728.06	\$ 946.76	\$ 1,168.10	

Casters and locking devices \$ 5.76

Roll off - Trash	Rate/Haul	Deposit
20 yd Open Top	\$ 418.29	\$ 584.43
30 yd Open Top	\$ 460.45	\$ 630.46
40 yd Open Top	\$ 493.34	\$ 662.66

Roll off Compactor	Rate/Haul
28 yd Compactor	\$ 453.88
30 yd Compactor	\$ 473.60
35 yd Compactor	\$ 506.50
40 yd Compactor	\$ 473.60
42 yd Compactor	\$ 506.50

\$ 118.51	Rental Per month per Container
\$ 170.01	Delivery Fee per Roll off Delivery

\$ 26.16	Per ton disposal after 5 tons
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WASTE CONNECTIONS, INC.

Connect with the Future®

“RFP #23-001 Solid Waste Disposal Services”

City of Richwood, Texas

April 28th, 2023 @ 2:00 PM CST.

Tab E

References

References

Municipality/Contact	Address	Phone
City of Texas City Mike Stump, Solid Waste Manager	301 6 th St. N Texas City, TX 77590	409-643-5810
City of Friendswood Morad Kabriri, City Manager	910 S Friendswood Dr. Friendswood, TX 77546	281-996-3200
City of Angleton Chloe Campbell, City Billing Director	121 S. Velasco Angleton, TX 77515	979-849-4364
City of West Columbia Debbie Southerland, City Manager	512 E. Brazos Ave. West Columbia, TX 77486	979-345-3123
City of Brazoria Shelia Williams, City Manager	201 S Main St. Brazoria, TX 77422	979-798-2489
City of Holiday Lakes Norman Schroeder, Mayor	RR4 Box 747 Angleton, Texas 77515	979-849-1136

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

Waste Connections of Texas

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

[Signature]
Signature of vendor doing business with the governmental entity

4/21/23
Date

Opening Date: 4/28/2023 **Time:** 2:00PM

RFP 23-001P Solid Waste Disposal Services

Waste Connections
Ameriwaste

Proposals Received
Date Time

Sealed Bids Opened by:
Kirsten Garcia
Witnessed and Recorded by:
Kirsten Garcia, City Secretary

K. Garcia

Evaluation Score (Total 100 point value)			
PTS		Waste Connections	Ameriwaste
25	Qualifications	24	23.75
25	Experience and Capacity	22.25	18.75
20	Project Methodology	18.25	16.25
20	Pricing and Fees	16.25	12.75
10	References	9.25	
		90	71.5

Scores above are the average of committee scoring sheets. Individual cumulative scores show below.

M. Durham	88	93
M. Johnson	-	-
M. Challenger	-	-
A. Reynolds	96	75
R. Escalante	90	70
J. Fountain	90	80

Durham

PTS

25	Qualifications
25	Experience and Capacity
20	Project Methodology
20	Pricing and Fees
10	References

Waste Connections

24
24
15
18
7

Ameriwaste

25
25
20
16
7

Reynolds

25	Qualifications
25	Experience and Capacity
20	Project Methodology
20	Pricing and Fees
10	References

25
25
18
18
10

20
15
15
15
10

Escalante

25	Qualifications
25	Experience and Capacity
20	Project Methodology
20	Pricing and Fees
10	References

25
20
20
15
10

25
15
10
10
10

Fountain

25	Qualifications
25	Experience and Capacity
20	Project Methodology
20	Pricing and Fees
10	References

25
20
20
15
10

25
20
15
10
10

Evaluation Score (Total 100 point value)			
PTS		Waste Connections	Ameriwaste
25	Qualifications	24.75	23.75
25	Experience and Capacity	22.25	18.75
20	Project Methodology	18.25	15
20	Pricing and Fees	16.5	12.75
10	References	9.25	9.25
		91	79.5
		91	79.5

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: PUBLIC WORKS EQUIPMENT

SUMMARY:

In the upcoming FY 24 Budget, Public Works is submitting a lengthy list of supplemental budget requests to satisfy equipment needs. The request for new and replacement equipment is to provide:

- Public Works with replacement equipment to combat high costs of maintenance and repair of aging equipment.
- Public Works with new equipment to satisfy needs for additional equipment in the field.

This Equipment request is to include:

- 2 - Mini Excavators
- 1 - Compact Dump Truck
- 1 - Equipment Trailer
- 1 - Mosquito Fogger
- 1 – Skid Steer / Track Loader

BACKGROUND INFORMATION:

Aging equipment has put a financial burden upon not only Richwood Residents, but a financial and time resource burden upon the Public Works Dept. Since calendar year 2021 Richwood Public Works has spent a combined amount in excess than \$35,000.00 for repairs on the mini excavator, 1 ton dump truck, and mosquito fogger. The mini excavator was and continues to be the largest financial burden.

Repair costs since July of 2021:

Mini Excavator – \$22,800

1 Ton Dump Truck – \$13,440

Mosquito Fogger - \$2,700

Costs are inclusive of repairs as well as equipment rentals while equipment was being repaired. The repair costs illustrated are most likely low because explanations for credit card purchases are not illustrated in the General Ledger Report and it is believed that some repairs are paid for by credit card especially if those repairs cost less than \$1,000.00.

ISSUE:

Most of the costs illustrated have amassed between mid-2022 to the current date. It was the goal of Public Works to wait until the Budget Meeting with Council in July to present these requests. It was my opinion that to carry on in this manner would be fiscally irresponsible.

Currently, Public Works’ greatest concern is the potential financial impacts of Richwood’s aging mini excavator. If Council wished to replace Richwood’s current mini excavator, Public Works could take possession of the excavator as soon as July of 2023.

I felt it was important to express to Council Public Works’ ambitions regarding the replacement of equipment so Council would have a comprehensive understanding of Staff’s immediate financial concerns, but also the potential financial impact of all equipment requests in FY 24.

FISCAL IMPACT:

Total Fiscal Impact: \$420,000.00

Fiscal Impact (Mini Excavator): \$125,000.00

RECOMMENDATION:

Council provide direction regarding the replacement of Richwood’s mini excavator.



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: ELEVATED STORAGE DISCUSSION

SUMMARY:

Strand Associates utilized hydraulic modeling to discover if a positive effect of Richwood’s water distribution pressure could be more evenly distributed with the construction of two elevated water towers located at opposite ends of town, instead of one tower constructed in the northern portion of the city.

BACKGROUND INFORMATION:

In early 2022 Strand Associates was tasked with providing Richwood Council with information regarding necessary future compliance with TCEQ’s compliance standard for elevated water storage capacity. As a result of data compiled utilizing hydraulic modeling, Strand presented their findings to Council in May of 2022. The report presented by Strand illustrated the distribution of water pressure and fire flows covered by several possible scenarios involving elevated tower location and overflow elevation.

To Staffs disappointment no scenario showed significant water pressure increases in areas of town that historically experience low water pressure, specifically at higher elevations. Based on these findings, Staff requested that Strand take a second look utilizing hydraulic modeling to see if positive pressure influence could be further distributed to areas of town historically experiencing low water pressure, with a tower constructed further south than previous location recommendations.

ISSUE:

At Richwood’s current elevated tower overflow elevation, it is difficult to supply good, consistent water pressure to any building having more than 2 stories. Unless Council wishes to pursue future elevated storage towers with significantly higher overflow elevations, Richwood will need to recommend booster pumps or pressure tanks to any development in the future constructing higher than 2 stories.

FISCAL IMPACT:

No Immediate fiscal impact exists.

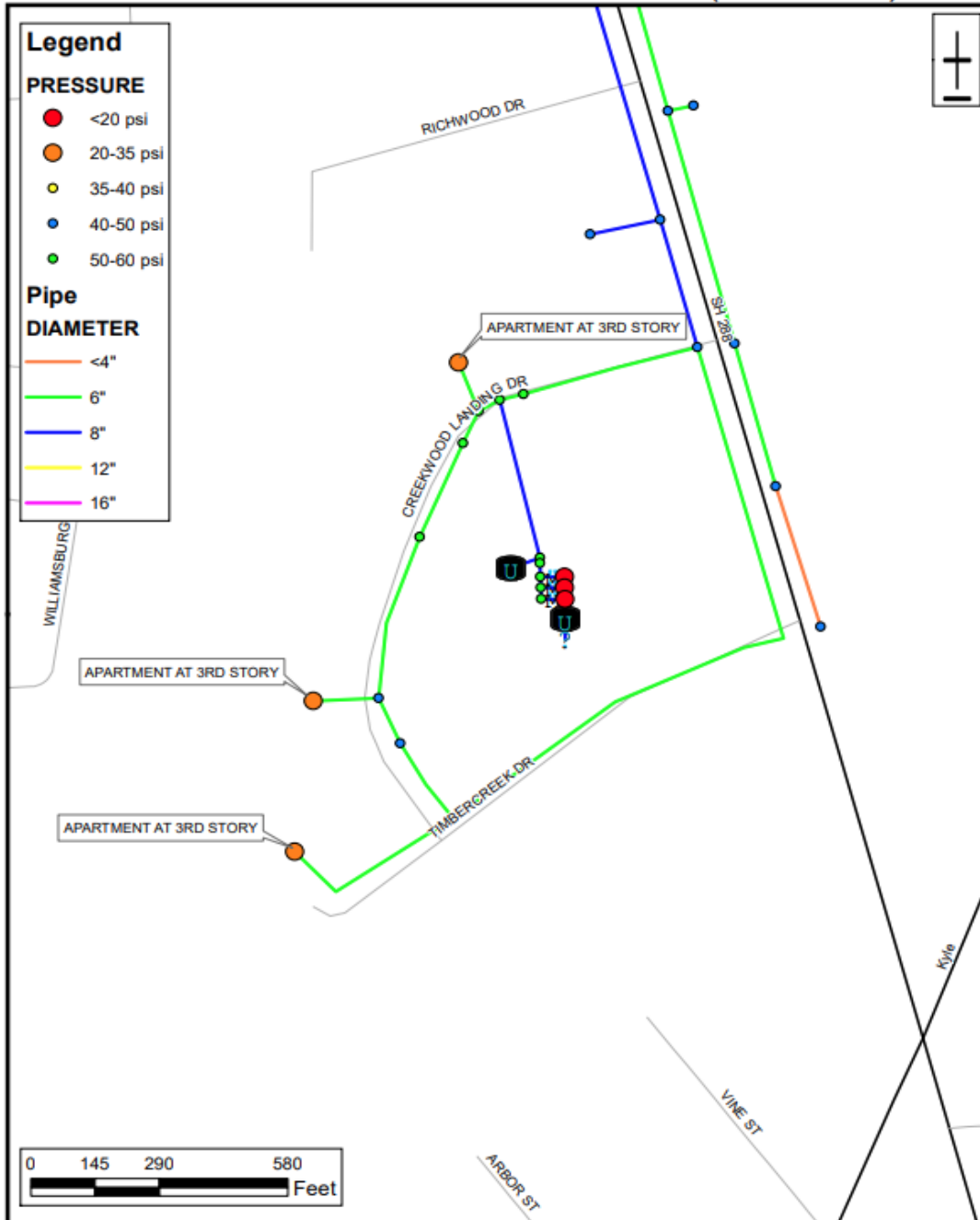
RECOMMENDATION:

Based on Richwood’s current rate of development and future anticipated pace of development, I would recommend that Council be prepared to begin the engineering and construction process of future elevated tower/towers no later than FY 26.

Elevated Storage

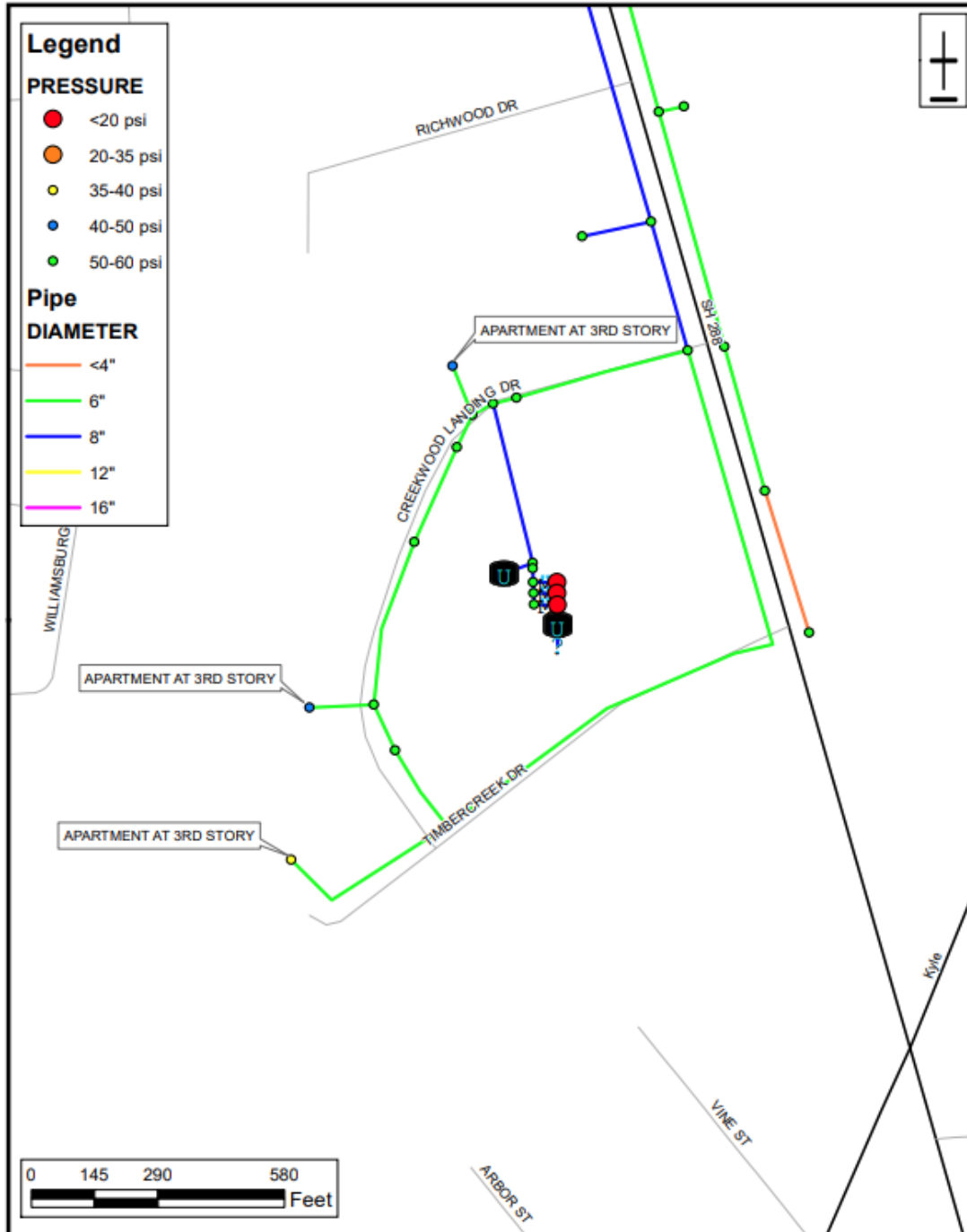
1. New ESTs constructed to match the existing overflow elevation.
 - a. North and South Water Plant ESTs in service
 - b. Both existing ESTs in service

SOUTH WATER PLANT ELEVATED TANK AT OVERFLOW ELEVATION OF 137 FT (EXISTING)



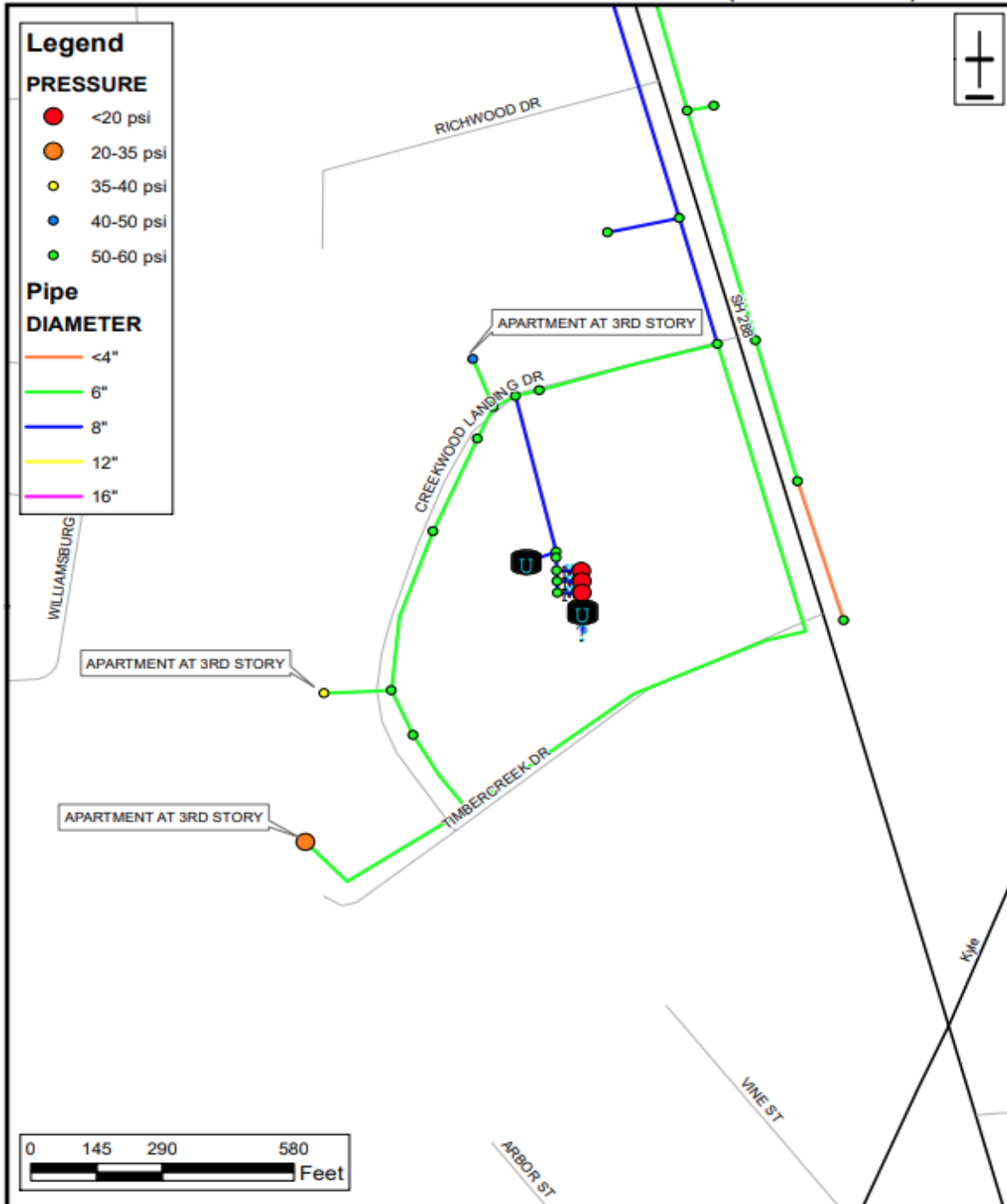
- 2. New ESTs constructed to a raised overflow elevation of 160 ft.
 - a. North and South Water Plant ESTs in service
 - b. Smaller existing EST not in service
 - c. Larger existing EST raised to same overflow elevation.

SOUTH WATER PLANT ELEVATED TANK AT OVERFLOW ELEVATION OF 160 FT



- 3. New ESTs constructed to a raised overflow elevation of 160 ft
 - a. North and South Water Plant ESTs in service
 - b. Both existing ESTs out of service

SOUTH WATER PLANT ELEVATED TANK AT OVERFLOW ELEVATION OF 160 FT (REPLACE)



Considering Option 2, the raised overflow elevation does improve pressures, but the Timbercreek Apartments (yellow node) is still shown to be just above 35psi. Because 3 or 4 ESTs is a lot for the size of the City of Richwood, we also considered what would happen if both the existing tanks were taken out of service and the 2 new tanks were put in service at the higher overflow elevation (Option 3). This option is a step down from having two new ESTs and raising the larger existing EST, as the pressures decrease again at the apartments.

In summary, constructing a new EST at the South Water Plant, regardless of the overflow elevation, is not considered to be a cost-effective alternative to increase pressures at the apartment complexes. The City would be spending \$4-\$5MM for Option 2, which provides the highest pressures to the three story apartments, with minimal benefits to others in the City. A more cost-effective option would be to have the apartments install their own booster pumps.



AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: RECONSTRUCTION OF ELLIS PARK WALKING PATH

SUMMARY:

It was requested of me in the April Council Meeting to get a quote illustrating costs to reconstruct the walking path at Ellis Park.

BACKGROUND INFORMATION:

To my understanding, the current walking path at Ellis Park is made up of a variety of different materials ranging from crushed concrete to cold-patch asphalt. Any extensive maintenance and repair have been achieved by efforts from Brazoria County Precinct 1. The path has never had reconstruction efforts performed, therefore does not have any recommendations or design criteria from Engineers in existence.

The path currently exists in moderate to poor condition. Despite any effort Public Works puts forward to sustain the path, the path will never be an implement of Ellis Park that maintains any substantial structural stability or achieves compliance with any Americans with Disabilities Act (ADA) compliance standard. Moderate to poor conditions exist for Ellis Park and Bobby Ford Park walking paths alike.

ISSUE:

When considering a project such as the reconstruction of the Ellis Park Walking Path, Council must be aware of a few factors.

1. If a reconstruction/construction project is initiated within the city utilizing public funding, and if the overall construction estimate exceeds \$20,000.00, Engineering is required by State Law.
2. Being that the walking path doubles as a driving path for mosquito fogging, park maintenance, Police patrol, other emergency services, etc., the path should be resilient enough to structurally stand up to a pre-determined amount of ESAL's (Equivalent Single Axle Loads) per year. This requires not just Civil Engineering, but Geotechnical Engineering as well.
3. Although the walking path does not fit the definition of a sidewalk, ADA compliance criteria should be taken into consideration when considering the reconstruction of the

walking path.

FISCAL IMPACT:

Engineering inclusive of Civil and Geotechnical = \$100,000.00

Construction (2 options quoted):

1. Reclaimed granite with 6-inch curb = \$177,500.00
2. Concrete path at 4-inch thick = \$230,900

Both construction options provide costs inclusive of a path 8 feet in width and a reclamation process using existing path material.

Total Cost Estimate:

Reclaimed Granite - \$277,500.00

Concrete - \$330,900.00

It is my recommendation to Council that if this project is considered, include no less than an additional \$50,000.00 contingency. This would be in consideration for subgrade treatment being more in depth than what was quoted, but to also compensate for rising costs of concrete and/or other necessary construction materials (Lime, Portland Cement, Base Material, etc.).

RECOMMENDATION:

Council provide staff with direction for the upcoming FY 24 Budget with regards to reconstructing the walking path at Ellis Park, or to sustain the path as it currently exists.

