

City of Richwood — TEXAS —

CITY COUNCIL MEETING AGENDA

Monday, May 13, 2024 at 6:10 PM

Richwood City Hall, 1800 Brazosport Blvd. N.

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, May 13, 2024, beginning at 6:10 PM at Richwood City Hall, located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

- I. CALL TO ORDER
- II. ROLL CALL OF COUNCIL MEMBERS
- III. PUBLIC COMMENTS
- IV. PROCLAMATION
 - [A.](#) Police Week Proclamation, May 12-18, 2024
- V. CONSENT AGENDA
 - [A.](#) Investment Report, Q2 FY 2024
 - [B.](#) Budget Report, March 2024
 - [C.](#) Budget Report, April 2024
 - [D.](#) Approval of minutes from regular meeting held April 8, 2024.
- VI. DISCUSSION AND ACTION ITEMS
 - [A.](#) Final review and action on re-plat of lots 1 & 7 of lot 10B Richwood Addition, also known as 2002 Brazosport Blvd N.
 - [B.](#) Discuss and consider extending a service agreement with Strand Engineering that would expire May 31st, 2026.
 - [C.](#) Discuss and consider Resolution 24-R-86 appointing Mike Johnson as the City of Richwood representative for the Brazosport Water Authority Board.
 - D. Discuss and consider appointing Committee Liaison positions.
 1. Crime Control & Prevention District
 2. Fire Department
 3. Keep Richwood Beautiful
 - E. Consider items removed from consent agenda
- VII. EXECUTIVE SESSION

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

 1. Possible Abatement Properties
- VIII. ACTION AS A RESULT OF EXECUTIVE SESSION
- IX. CAPITAL IMPROVEMENT PROJECTS UPDATE

- X. CITY MANAGER'S REPORT
- XI. COUNCIL MEMBER COMMENTS & REPORTS
- XII. MAYOR'S REPORT
- XIII. ITEMS OF COMMUNITY INTEREST
- XIV. FUTURE AGENDA ITEMS
- XV. 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 10, 2024 at 2:00 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, Michael Durham, by virtue of the authority vested in me as Mayor of the City of Richwood, Texas, do hereby proclaim

May 12-18, 2024
“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 9 sworn officers who unceasingly provide a vital public service;

THEREFORE, we, the Mayor and the City Council of the City of Richwood, do hereby proclaim **May 12-18, 2024 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 13th day of May, A.D. 2024.

Mayor

**City of Richwood, Texas
 Quarterly Investment Report
 Fiscal Year 2024, Quarter 2
 1/1/2024 - 3/31/2024**

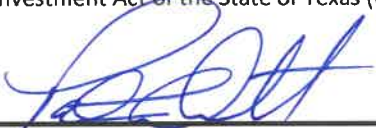
Portfolio	December 31, 2023		March 31, 2024	
	Book Value	Market Value	Book Value	Market Value
Cash	1,597,366.27	1,855,718.07	1,855,718.07	1,855,718.07
Investment Pools	4,306,854.09	4,306,854.09	4,306,854.09	4,306,854.09
Certificates of Deposits	534,782.04	534,782.04	534,782.04	534,782.04
TOTAL INVESTMENTS	6,439,002.40	6,439,002.40	6,697,354.20	6,697,354.20

Quarterly Investment Income 60,520.44
 Weighted Average Yield 1.25%

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 December 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 3/31/2024 Q2 FY 2024

	TOTAL	GENERAL 10	REPLCMT 13	CCPD 15	CONTY 16	TRANSPT 25	WS 30-30	WS RB 1&S 30-25	2019B BOND 33	40	70	EARNINGS YTD	EARNINGS QTR
TEXPOL PRIME	1,529,866.49	107,856.73	7,873.40	274,259.52	1,139,876.85	0.00						40,169.44	20,065.37
LOGIC - UTIL CAP PROJ	259,504.61	259,504.61										6,850.60	3,417.46
LOGIC - GF	1,335,051.15	535,986.49									531,665.01	32,019.90	17,303.52
CERTIFICATES OF DEPOSIT:	282,278.67							282,278.67				9,396.36	4,157.97
FNB 25765	900,153.17	543,356.93	132,428.42			224,367.82						24,506.38	12,204.98
matures every 3mo - July 27	95,607.97	42,823.08					30,261.40					1,514.12	760.08
FNB 25718	133,084.38	64,013.59					29,145.48					2,429.64	0.00
matures every 6 mos - Dec 27													
FNB 25741	61,964.17	61,964.17										1,057.11	1,057.11
matures every 6 mos - July 13													
FNB 25766	135,111.82	47,289.15					67,555.90					2,613.66	2,613.66
matures every 6mo - July 27													
BNB 601286	109,013.68	38,154.79					54,506.84					238.30	134.23
Issue date 2/14/90 - 3 mos - Sept 4													
TOTAL	4,841,636.11	1,700,949.53	140,301.82	274,259.52	1,139,876.85	224,367.82	181,469.62	0.00	282,278.67	88,287.79		120,795.51	61,714.38

CITY OF RICHWOOD, TEXAS
Cash and Investment Schedule

Section V, Item A.

Description	Investment	Purchase Date	Maturity Date	Book Value	Deposits /Purchases	Withdrawals /Maturities	Interest this quarter	3/31/2024	Interest Rate end of quarter	% of total Cash/Investments
Investment Fund										
Fund	TexPool-449001			256,087.15			3,417.46	259,504.61	5.0909%	3.87%
General Fund	TexStar -1110			1,509,801.12			20,065.37	1,529,866.49	5.0764%	22.84%
General Fund	Logic -9001			887,948.19			12,204.98	900,153.17	5.2554%	13.44%
Restricted Funds	TexPool Prime 559001			1,052,747.63	265,000.00		17,303.52	1,335,051.15	5.3365%	
2019 Util Cap Proj Fund	Logic-9002			378,120.70		(100,000.00)	4,157.97	282,278.67	5.2554%	4.21%
Total Pools				4,306,854.09	265,000.00	(100,000.00)	57,149.30	4,306,854.09		64.3068%
First National Bank	CD-25765		12/27/2021	95,607.97			754.04	95,607.97	0.0500%	1.43%
First National Bank	CD-25718		12/29/2021	133,084.38			2,429.64	133,084.38	0.0500%	1.99%
First National Bank	CD-25741		1/13/2022	61,964.17			-	61,964.17	0.0500%	0.93%
First National Bank	CD-25766		12/27/2021	135,111.82			-	135,111.82	0.0500%	2.02%
Brazos National Bank	CD-601286		12/6/2021	109,013.70			134.07	109,013.70	0.0500%	1.63%
Total Certificates of Deposits				534,782.04			3,317.75	534,782.04		7.9850%
Total Investment Accounts				4,841,636.13	265,000.00	(100,000.00)	60,467.05	4,841,636.13		72.2918%
Cash Accounts										
Pooled Cash-NOW ACCT	First Natl -3073			1,596,342.79			53.36	1,854,694.53	0.0100%	27.69%
Seizure Fund -NOW ACCT	First Natl -5076			1,023.51			0.03	1,023.54	0.0100%	0.02%
Total Cash Accounts				1,597,366.27			53.39	1,855,718.07		27.7082%
Total Cash and Investments				6,439,002.40	265,000.00	(100,000.00)	60,520.44	6,697,354.20		100.00%

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



AGENDA MEMORANDUM – MAY 13, 2024

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

SUMMARY: Receive and/or approve the March 2024 Budget Report

BACKGROUND INFORMATION:

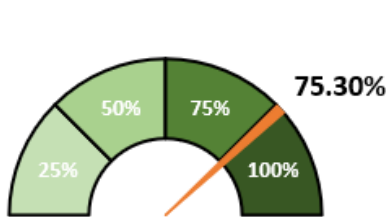
The information provided is for the FY 2023-2024 budget period, month ending March 29, 2024. This summary highlights several key points related to the current month’s activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and this month may include corrections from prior months.

DISCUSSION:

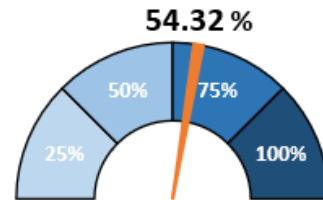
Attached is the budget report for March 2024, which is the sixth month of Fiscal Year 24. 50% of the year has passed. The report reflects the original budget as approved for FY24 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *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, 2024, General Fund revenues total \$2,590,101. General Fund expenditures total \$1,596,320.



General Fund Revenue as % of Budget



General Fund Expenditures as % of Budget

Revenue (GF)

Total Revenue collected in the General fund is 75.3% of budget projection.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of March is \$2,070,098, 93.7% of projected property taxes for the year. Ad Valorem taxes were due on March 1. We will continue to receive deposits that will include delinquent taxes and penalty/interest.

City of Richwood TEXAS

- Sales Tax revenue received in March was earned in January. Sales tax is received 2 months after it is earned. The revenue received in October and November was posted to revenue in FY23. Accordingly, the revenue earned in August and September 2024, will be posted as revenue for FY24 even though it will not be received by the city until October and November. The chart reflects the revenue when received, not earned. Total received is approximately \$3,000 ahead of this time last year.

MONTH RECEIVED	FY 2023				FY 2024			
	GENERAL FUND	TRANS FUND	CCPD	TOTAL	GENERAL FUND	TRANS FUND	CCPD	TOTAL
DEC	44,369.52	11,092.39	10,760.96	66,222.87	50,390.06	12,597.52	12,174.92	75,162.50
JAN	52,644.29	13,161.07	12,957.41	78,762.77	51,357.01	12,839.25	12,379.34	76,575.60
FEB	55,858.64	13,964.65	13,634.73	83,458.02	62,500.92	15,625.23	15,222.16	93,348.31
MAR	56,308.72	14,077.18	13,767.76	84,153.66	47,160.51	11,383.28	11,790.13	70,333.92
APR	51,255.32	12,813.83	12,475.55	76,544.70				0.00
MAY	58,663.20	14,665.80	14,074.45	87,403.45				0.00
JUN	47,805.40	11,951.34	11,489.95	71,246.69				0.00
JUL	56,403.73	14,100.94	13,673.07	84,177.74				0.00
AUG	55,897.00	13,974.00	13,604.00	83,475.00				0.00
SEPT	50,036.00	12,509.00	15,295.00	77,840.00				0.00
OCT*	67,678.00	16,919.00	16,418.00	101,015.00				0.00
NOV*	43,116.91	10,779.23	10,341.29	64,237.43				0.00
YEAR TOTAL	640,036.73	160,008.43	158,492.17	958,537.33	211,408.50	52,445.28	51,566.55	315,420.33

- Permits and Licenses revenues total \$6,363 this month, year to date total of \$35,916. This is compared to \$27,087 collected at this time last year. Inspection fees collected are \$18,495 year to date.
- Municipal Court revenue for the month of March is \$8,483, for a total year to date of \$45,257. This compares to \$65,100 at this time last year.
- Interest revenue is at \$6,669 this month, \$43,095 year to date.
- The Ambulance fee collected year to date is \$50,568.

Expenditures (GF)

Expenditures in the General Fund are currently shown at \$1,596,320, 54.32% of budget. The City Maintenance department is currently showing as over budget due to equipment purchases, which were approved for FY23 but not made available until this current fiscal year.

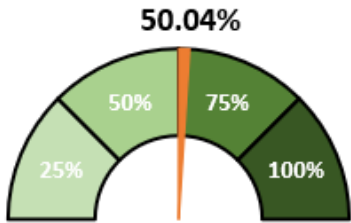
Transfers (GF)

All approved interfund transfers have been completed.

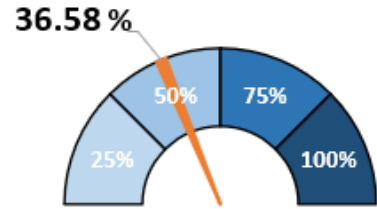
City of Richwood TEXAS

30-Water, Sewer, and Solid Waste Fund

Operating Revenues in March total \$1,442,327 year to date. Operating expenses are \$903,403.



Enterprise Fund Revenue as % of Budget



Enterprise Fund Operating Expense as % of Budget

- Credit Card Fee Revenue received year to date is \$7,289.
- There have been seven Water Impact fees collected this year for a total of \$16,898. All Impact Fees are posted to Fund 32 Utility Capital Improvements and do not show in this budget report.

RECOMMENDATION: Council to approve March 2024 Budget Summary Report for General Fund and the Water & Sewer Enterprise Fund.

City of Richwood
Fiscal Year 2024 Operational Budget Report
10/1/2023 -03/31/2024

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							50% of year
Taxes	2,170,351.45	108,540.94	2,367,986.69	3,045,188.00	3,045,188.00	677,201.31	77.76%
Property taxes, including delinquent & penalties	1,866,454.71	50,665.19	2,070,098.34	2,209,188.00	2,209,188.00		93.70%
Franchise Taxes	94,715.57	10,715.24	86,479.85	196,000.00	196,000.00		44.12%
Sales Tax	209,181.17	47,160.51	211,408.50	640,000.00	640,000.00		33.03%
Licenses and permits	27,087.28	6,363.44	35,916.40	54,150.00	54,150.00	18,233.60	66.33%
Intergovernmental revenue	0.00	0.00	8,372.68	1,100.00	1,100.00	(7,272.68)	Ahead of Budget
Charges for services - Municipal Bldg Rental	4,900.00	350.00	3,960.00	9,000.00	9,000.00	5,040.00	44.00%
Municipal Court Revenue	65,099.99	8,482.59	45,256.64	130,000.00	130,000.00	84,743.36	34.81%
Special Revenues	7,994.11	5.00	4,862.00	1,050.00	1,050.00	(3,812.00)	Ahead of Budget
Interest	33,027.95	6,669.20	43,094.67	50,000.00	50,000.00	6,905.33	86.19%
Miscellaneous revenue	26,875.19	14,841.20	80,652.08	149,152.00	149,152.00	68,499.92	54.07%
Inspection Fees	15,155.00	2,660.00	18,495.00	30,000.00	30,000.00		
Miscellaneous Income	10,045.19	2,836.20	9,164.08	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	1,375.00	875.00	1,825.00	3,500.00	3,500.00		
Parks & Recreation - Sports Field Rental	300.00	0.00	600.00	3,600.00	3,600.00		
Credit Card Fee Revenue	0.00	0.00	0.00	1,000.00	1,000.00		
Ambulance Fee Revenue	0.00	8,470.00	50,568.00	101,052.00	101,052.00		
Total Revenue	2,335,335.97	145,252.37	2,590,101.16	3,439,640.00	3,439,640.00	849,538.84	75.30%
Expenditures							
General Government Administration							
Personnel & Benefits	227,631.27	58,201.33	279,032.69	528,232.00	528,232.00	249,199.31	52.82%
Supplies	9,717.99	614.99	6,452.06	18,500.00	18,500.00	12,047.94	34.88%
Maintenance & Repair	2,792.90	561.72	3,105.24	5,900.00	5,900.00	2,794.76	52.63%
Utilities	5,645.85	1,026.34	7,823.73	11,550.00	11,550.00	3,726.27	67.74%
Professional Services	118,869.34	20,391.20	118,297.68	152,800.00	152,800.00	34,502.32	77.42%
Other Services	29,182.50	1,698.48	42,529.53	94,000.00	94,000.00	51,470.47	45.24%
Capital Equipment	40,587.79	340.98	3,531.55	7,600.00	7,600.00	4,068.45	46.47%
Total Administration	434,427.64	82,835.04	460,772.48	818,582.00	818,582.00	357,809.52	56.29%
Judicial							
Personnel & Benefits	35,694.50	6,172.23	38,066.29	79,311.00	79,311.00	41,244.71	48.00%
Supplies	0.00	0.00	0.00	1,300.00	1,300.00	1,300.00	0.00%
Professional Services	11,787.20	90.00	12,210.00	19,500.00	19,500.00	7,290.00	62.62%
Other Services	130.00	0.00	55.00	500.00	500.00	445.00	11.00%
Total Judicial	47,611.70	6,262.23	50,331.29	100,611.00	100,611.00	50,279.71	50.03%
Permitting & Inspections							
Personnel & Benefits	13,255.00	2,505.00	15,483.00	30,000.00	30,000.00	14,517.00	51.61%
Supplies	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Professional Services	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Total Permitting & Inspections	13,255.00	2,505.00	15,483.00	32,000.00	32,000.00	16,517.00	48.38%
Special Revenue Expenditures							
Supplies	0.00	0.00	495.00	1,500.00	1,500.00	1,005.00	33.00%
Total Special Revenue Expenditures	0.00	0.00	495.00	1,500.00	1,500.00	1,005.00	33.00%
Total General Government	495,294.34	91,602.27	527,081.77	952,693.00	952,693.00	425,611.23	55.33%
Public Safety Police Department							
Personnel & Benefits	450,459.66	59,628.99	420,910.98	929,557.00	929,557.00	508,646.02	45.28%
Supplies	30,068.87	233.02	21,056.37	52,000.00	52,000.00	30,943.63	40.49%
Maintenance & Repair	15,140.57	3,568.75	18,281.85	29,900.00	29,900.00	11,618.15	61.14%
Utilities	9,410.76	2,160.57	10,715.65	19,500.00	19,500.00	8,784.35	54.95%
Professional Services	132,394.10	0.00	71,753.87	198,085.00	198,085.00	126,331.13	36.22%
Other Services	15,652.16	0.00	12,878.76	20,200.00	20,200.00	7,321.24	63.76%
Capital Equipment	1,122.60	187.10	6,063.10	7,249.00	7,249.00	1,185.90	83.64%
Total Police Department	654,248.72	65,778.43	561,660.58	1,256,491.00	1,256,491.00	694,830.42	44.70%
Fire Department							
Personnel & Benefits	14,972.21	8,400.00	11,398.00	35,200.00	35,200.00	23,802.00	32.33%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Supplies	12,263.99	0.00	4,204.54	17,500.00	17,500.00	13,295.46	24.03%
Maintenance & Repair	14,467.17	0.00	16,822.27	34,500.00	34,500.00	17,677.73	48.76%
Utilities	2,789.68	538.55	3,029.53	6,150.00	6,150.00	3,120.47	49.26%
Professional Services	69,334.00	0.00	38,311.00	161,000.00	161,000.00	122,689.00	23.80%
Other Services	16,187.24	0.00	20,394.72	32,000.00	32,000.00	11,605.28	63.73%
Capital Equipment	37,828.44	0.00	32,954.89	59,712.00	59,712.00	26,757.11	55.19%
Total Fire Department	167,842.73	8,938.55	127,114.95	346,062.00	346,062.00	218,947.05	36.73%
Code Enforcement							
Personnel & Benefits	21,533.54	5,842.13	35,760.91	69,421.00	69,421.00	33,660.09	51.51%
Supplies	163.20	88.36	1,425.56	2,200.00	2,200.00	774.44	64.80%
Maintenance & Repair	0.00	0.00	35.75	1,000.00	1,000.00		
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	607.97	900.00	900.00	292.03	67.55%
Total Code Enforcement	21,696.74	5,930.49	37,830.19	74,521.00	74,521.00	35,726.56	50.76%
Total Public Safety	843,788.19	80,647.47	726,605.72	1,677,074.00	1,677,074.00	950,468.28	43.33%
Public Works							
City Maintenance							
Personnel & Benefits	47,523.37	11,472.70	61,382.27	121,689.00	121,689.00	60,306.73	50.44%
Supplies	14,482.97	1,644.64	7,608.64	25,825.00	25,825.00	18,216.36	29.46%
Maintenance & Repair	21,061.31	12,315.70	36,349.63	29,860.00	29,860.00	(6,489.63)	Over Budget
Utilities	21,525.79	3,308.74	20,337.44	38,400.00	38,400.00	18,062.56	52.96%
Other Services	2,770.71	0.00	5,897.96	22,800.00	22,800.00	16,902.04	25.87%
Capital Equipment	15,258.17	0.00	185,781.80	0.00	0.00	(185,781.80)	Over Budget
Total City Maintenance	122,622.32	28,741.78	317,357.74	238,574.00	238,574.00	(78,783.74)	Over Budget
Parks and Recreation							
Supplies	2,358.76	68.89	1,637.93	5,100.00	5,100.00	3,462.07	32.12%
Maintenance & Repair	8,527.81	1,347.26	15,102.14	32,000.00	32,000.00	16,897.86	47.19%
Utilities	1,590.03	310.15	1,696.68	3,500.00	3,500.00	1,803.32	48.48%
Other Services	6,731.35	0.00	6,838.03	17,100.00	17,100.00	10,261.97	39.99%
Total Parks and Recreation	19,207.95	1,726.30	25,274.78	57,700.00	57,700.00	32,425.22	43.80%
Emergency/Disaster							
Contract Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Emergency/Disaster	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Miscellaneous	0.00	0.00	0.00	12,960.00	12,960.00	12,960.00	0.00%
Development Agreements	0	0	0	12,960.00	12,960.00	12,960.00	0.00%
Total Expenditures	1,480,912.80	202,717.82	1,596,320.01	2,939,001.00	2,939,001.00	1,342,680.99	54.32%
Other Financing Sources and Uses							
Sources							
Transfers In	15,000.00	0.00	25,000.00	25,000.00	25,000.00	0.00	100.00%
Total Sources	15,000.00	0.00	25,000.00	25,000.00	25,000.00	0.00	100.00%
Uses							
Transfers Out	362,651.61	0.00	334,000.00	334,000.00	334,000.00	0.00	100.00%
Total Uses	362,651.61	0.00	334,000.00	334,000.00	334,000.00	0.00	100.00%
Total Other Financing Sources and Uses	(347,651.61)	0.00	(309,000.00)	(309,000.00)	(309,000.00)	0.00	
Total - 10 GENERAL FUND	506,771.56	(57,465.45)	684,781.15	191,639.00	191,639.00	(493,142.15)	

City of Richwood Operational Budget Report 10/1/2023 -03/31/2024							
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	466,382.40	82,636.40	502,676.39	981,504.00	981,504.00	478,827.61	51.21%
Water Department	675,753.05	129,685.73	756,482.02	1,519,867.00	1,519,867.00	763,384.98	49.77%
Solid Waste Department	169,731.22	31,822.96	183,168.60	381,000.00	381,000.00	197,831.40	48.08%
Total Operating income	1,311,866.67	244,145.09	1,442,327.01	2,882,371.00	2,882,371.00	1,440,043.99	50.04%
Operating expense							
Sewer Department							
Personnel & Benefits	89,014.17	14,122.00	75,930.08	212,594.00	212,594.00	136,663.92	35.72%
Supplies	3,020.27	169.94	3,693.99	8,500.00	8,500.00	4,806.01	43.46%
Maintenance & Repair	35,544.59	859.88	12,818.05	67,740.00	67,740.00	54,921.95	18.92%
Professional Services	269,740.77	0.00	131,357.80	715,000.00	715,000.00	583,642.20	18.37%
Other Services (insurance)	3,872.72	5,969.00	13,303.36	4,650.00	4,650.00	(8,653.36)	Over Budget
Total Sewer Department	401,192.52	21,120.82	237,103.28	1,008,484.00	1,008,484.00	771,380.72	23.51%
Water Department							
Personnel & Benefits	117,963.74	20,290.94	135,646.34	262,978.00	262,978.00	127,331.66	51.58%
Supplies	11,555.74	2,462.40	19,177.51	27,600.00	27,600.00	8,422.49	69.48%
Maintenance & Repair	113,968.40	6,513.27	92,456.18	146,720.00	146,720.00	54,263.82	63.02%
Utilities	35,126.73	8,954.73	46,834.63	66,600.00	66,600.00	19,765.37	70.32%
Professional Services	77,441.13	7,746.99	20,049.30	230,500.00	230,500.00	210,450.70	8.70%
Other Services	184,102.53	30.16	178,781.78	433,040.00	433,040.00	254,258.22	41.29%
Capital Equipment	1,804.62	300.77	1,804.62	3,610.00	3,610.00	1,805.38	49.99%
Total Water Department	541,962.89	46,299.26	494,750.36	1,171,048.00	1,171,048.00	676,297.64	42.25%
Solid Waste Department							
Professional Services	121,774.83	28,747.34	171,549.49	290,000.00	290,000.00	118,342.51	59.15%
Total Solid Waste Department	121,774.83	28,747.34	171,549.49	290,000.00	290,000.00	118,450.51	59.15%
Total Operating expense	1,064,930.24	96,167.42	903,403.13	2,469,532.00	2,469,532.00	1,566,128.87	36.58%
Total Net Operating Income (Loss)	246,936.43	147,977.67	538,923.88	412,839.00	412,839.00	(126,084.88)	Ahead of Budget
Non-Operating Items							
Non-operating income							
Interest income	214.84	0.00	1,459.70	2,500.00	2,500.00	1,040.30	58.39%
Grants	54,874.03	0.00	0.00	0.00	0.00	0.00	At Budget
Other income	2,079.93	401.40	1,272.41	3,000.00	3,000.00	1,727.59	42.41%
Transfers In	0.00	0.00	70,000.00	70,000.00	70,000.00	0.00	At Budget
Total Non-operating income	57,168.80	401.40	72,732.11	75,500.00	75,500.00	2,767.89	96.33%
Non-operating expense							
Debt Service	188,237.81	0.00	184,754.81	435,981.00	435,981.00	251,226.19	42.38%
Transfers Out	125,979.02	0.00	56,000.00	56,000.00	56,000.00	0.00	At Budget
Total Non-operating expense	314,216.83	0.00	240,754.81	491,981.00	491,981.00	251,226.19	48.94%
Depreciation Expense	142,010.88	0.00	0.00	300,000.00	300,000.00	300,000.00	0.00%
Total Non-Operating Items	(399,058.91)	401.40	(168,022.70)	(716,481.00)	(716,481.00)	548,458.30	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	(152,122.48)	148,379.07	370,901.18	(303,642.00)	(303,642.00)	674,543.18	Ahead of Budget

Budget Amendments:

City of Richwood TEXAS

AGENDA MEMORANDUM – MAY 13, 2024

ITEM # CONSENT

CONTACT: Patricia Ditto, Finance Director

SUBJECT: Monthly Budget Summary Report

SUMMARY: Receive and/or approve the April 2024 Budget Report

BACKGROUND INFORMATION:

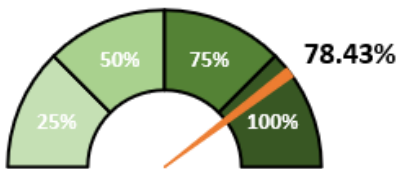
The information provided is for the FY 2023-2024 budget period, month ending April 30, 2024. This summary highlights several key points related to the current month’s activity for the General Fund and for the Water and Sewer Enterprise Fund. The attached report is unaudited, and this month may include corrections from prior months.

DISCUSSION:

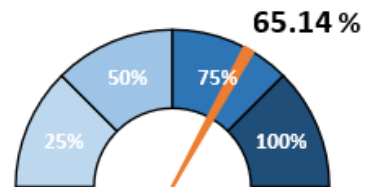
Attached is the budget report for April 2024, which is the seventh month of Fiscal Year 24. 58.3% of the year has passed. The report reflects the original budget as approved for FY24 as well as the revised budget reflecting all budget amendments approved by council since the original budget was approved. *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, 2024, General Fund revenues total \$2,697,605. General Fund expenditures total \$1,914,425.



General Fund Revenue as % of Budget



General Fund Expenditures as % of Budget

Revenue (GF)

Total Revenue collected in the General fund is 78.43% of budget projection.

- M & O (Maintenance and Operations) Property tax (including current, delinquent and penalties) received through the end of April is \$2,081,833, 94.24% of projected property taxes for the year. Ad Valorem taxes were due on April 1. We will continue to receive deposits that will include delinquent taxes and penalty/interest.
- Sales Tax revenue received in April was earned in February. Sales tax is received 2 months after it is earned. The revenue received in October and November was posted to revenue in FY23. Accordingly,

City of Richwood TEXAS

the revenue earned in August and September 2024, will be posted as revenue for FY24 even though it will not be received by the city until October and November. The chart reflects the revenue when received, not earned. Total received on this date in FY23 was \$389,142. We are ahead of last year by approximately \$5,600.

MONTH RECEIVED	FY 2023				FY 2024			
	GENERAL FUND	TRANS FUND	CCPD	TOTAL	GENERAL FUND	TRANS FUND	CCPD	TOTAL
DEC	44,369.52	11,092.39	10,760.96	66,222.87	50,390.06	12,597.52	12,174.92	75,162.50
JAN	52,644.29	13,161.07	12,957.41	78,762.77	51,357.01	12,839.25	12,379.34	76,575.60
FEB	55,858.64	13,964.65	13,634.73	83,458.02	62,500.92	15,625.23	15,222.16	93,348.31
MAR	56,308.72	14,077.18	13,767.76	84,153.66	47,160.51	11,383.28	11,790.13	70,333.92
APR	51,255.32	12,813.83	12,475.55	76,544.70	53,116.00	13,279.00	12,889.00	79,284.00
MAY	58,663.20	14,665.80	14,074.45	87,403.45				0.00
JUN	47,805.40	11,951.34	11,489.95	71,246.69				0.00
JUL	56,403.73	14,100.94	13,673.07	84,177.74				0.00
AUG	55,897.00	13,974.00	13,604.00	83,475.00				0.00
SEPT	50,036.00	12,509.00	15,295.00	77,840.00				0.00
OCT*	67,678.00	16,919.00	16,418.00	101,015.00				0.00
NOV*	43,116.91	10,779.23	10,341.29	64,237.43				0.00
YEAR TOTAL	640,036.73	160,008.43	158,492.17	958,537.33	264,524.50	65,724.28	64,455.55	394,704.33

- Permits and Licenses revenues total \$2,608 this month, year to date total of \$38,524. This is compared to \$28,617 collected at this time last year. Inspection fees collected are \$21,350 year to date.
- Municipal Court revenue for the month of April is \$6,979, for a total year to date of \$52,235. This compares to \$76,276 at this time last year.
- Interest revenue is at \$4,001 this month, \$47,096 year to date.
- The Ambulance fee collected year to date is \$59031.
- Credit card fee revenue is currently being posted in the Enterprise fund due to limitations with Xpress Billpay.

Expenditures (GF)

Expenditures in the General Fund are currently shown at \$1,914,425, 65.14% of budget. The City Maintenance department is currently showing as over budget due to equipment purchases, which were approved for FY23 but not made available until this current fiscal year. The final purchase was made with the purchase of the new dump truck. A budget amendment will be completed to move the money that was earmarked last year to this year.

City of Richwood TEXAS

Transfers (GF)

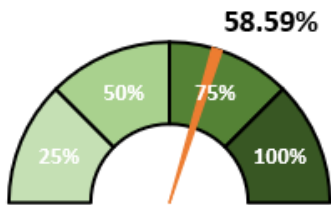
All approved interfund transfers have been completed.

25-Transportation Fund

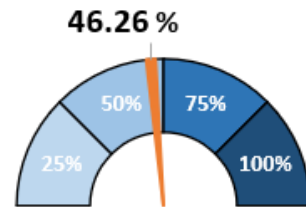
I have included a report for the transportation fund. This fund is a governmental fund set aside from the General Fund to account for revenues and expenditures due to streets, sidewalks, and drainage. In FY23, a determination was made by council to move the remaining funds from the 2019A Bond fund to the Transportation fund to be used in conjunction with Transportation fund balance to complete selected projects. A breakdown of this is shown below the budget report for the Transportation fund. These projects will span 2 fiscal years and use the majority of existing fund balance in the Transportation fund as well as \$50,000 of \$575,000 originally assigned from General fund balance for street construction. It was later decided that the remaining amount assigned to street construction would be reallocated to equipment purchase within the General Fund. I wanted to include this information for the benefit of all council members, especially those new to council.

30-Water, Sewer, and Solid Waste Fund

Operating Revenues in April total \$1,688,767 year to date. Operating expenses are \$1,142,371.



Enterprise Fund Revenue as % of Budget



Enterprise Fund Operating Expense as % of Budget

- Credit Card Fee Revenue received year to date is \$9,303.
- There have been seven Water Impact fees collected this year for a total of \$16,898. All Impact Fees are posted to Fund 32 Utility Capital Improvements and do not show in this budget report. This is unchanged from March.

RECOMMENDATION: Council to approve April 2024 Budget Summary Report for General Fund, Transportation Fund and the Water & Sewer Enterprise Fund.

**City of Richwood
Fiscal Year 2024 Operational Budget Report
10/1/2023 -4/30/2024**

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							58.3% of year
Taxes	2,244,138.44	75,578.53	2,443,565.22	3,045,188.00	3,045,188.00	601,622.78	80.24%
Property taxes, including delinquent & penalties	1,888,963.52	11,735.06	2,081,833.40	2,209,188.00	2,209,188.00		94.24%
Franchise Taxes	94,738.43	10,727.09	97,206.94	196,000.00	196,000.00		49.60%
Sales Tax	260,436.49	53,116.38	264,524.88	640,000.00	640,000.00		41.33%
Licenses and permits	28,617.28	2,608.00	38,524.40	54,150.00	54,150.00	15,625.60	71.14%
Intergovernmental revenue	0.00	3,196.24	11,568.92	1,100.00	1,100.00	(10,468.92)	Ahead of Budget
Charges for services - Municipal Bldg Rental	5,900.00	600.00	4,560.00	9,000.00	9,000.00	4,440.00	50.67%
Municipal Court Revenue	76,276.16	6,978.55	52,235.19	130,000.00	130,000.00	77,764.81	40.18%
Special Revenues	8,017.73	0.00	4,862.00	1,050.00	1,050.00	(3,812.00)	Ahead of Budget
Interest	40,109.61	4,001.16	47,095.83	50,000.00	50,000.00	2,904.17	94.19%
Miscellaneous revenue	47,629.22	14,548.08	95,193.16	149,152.00	149,152.00	53,958.84	63.82%
Inspection Fees	17,685.00	2,855.00	21,350.00	30,000.00	30,000.00		
Miscellaneous Income	27,844.22	2,448.48	11,612.56	10,000.00	10,000.00		
Parks & Recreation - Park Pavillion Rentals	1,650.00	775.00	2,600.00	3,500.00	3,500.00		
Parks & Recreation - Sports Field Rental	450.00	0.00	600.00	3,600.00	3,600.00		
Credit Card Fee Revenue	0.00	0.00	0.00	1,000.00	1,000.00		
Ambulance Fee Revenue	0.00	8,469.60	59,030.60	101,052.00	101,052.00		
Total Revenue	2,450,688.44	107,510.56	2,697,604.72	3,439,640.00	3,439,640.00	742,035.28	78.43%
Expenditures							
General Government Administration							
Personnel & Benefits	264,509.06	41,923.52	320,956.21	528,232.00	528,232.00	207,275.79	60.76%
Supplies	13,042.23	1,770.70	8,222.76	18,500.00	18,500.00	10,277.24	44.45%
Maintenance & Repair	2,827.89	0.00	3,105.24	5,900.00	5,900.00	2,794.76	52.63%
Utilities	6,693.30	940.91	8,764.64	11,550.00	11,550.00	2,785.36	75.88%
Professional Services	126,081.79	6,289.64	124,587.32	152,800.00	152,800.00	28,212.68	81.54%
Other Services	36,762.77	1,661.56	44,191.09	94,000.00	94,000.00	49,808.91	47.01%
Capital Equipment	41,200.08	340.98	3,872.53	7,600.00	7,600.00	3,727.47	50.95%
Total Administration	491,117.12	52,927.31	513,699.79	818,582.00	818,582.00	304,882.21	62.75%
Judicial							
Personnel & Benefits	41,176.68	12,063.16	50,129.45	79,311.00	79,311.00	29,181.55	63.21%
Supplies	0.00	0.00	0.00	1,300.00	1,300.00	1,300.00	0.00%
Professional Services	12,647.20	1,140.00	13,350.00	19,500.00	19,500.00	6,150.00	68.46%
Other Services	130.00	0.00	55.00	500.00	500.00	445.00	11.00%
Total Judicial	53,953.88	13,203.16	63,534.45	100,611.00	100,611.00	37,076.55	63.15%
Permitting & Inspections							
Personnel & Benefits	18,070.00	2,280.00	17,763.00	30,000.00	30,000.00	12,237.00	59.21%
Supplies	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Professional Services	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
Total Permitting & Inspections	18,070.00	2,280.00	17,763.00	32,000.00	32,000.00	14,237.00	55.51%
Special Revenue Expenditures							
Supplies	0.00	0.00	495.00	1,500.00	1,500.00	1,005.00	33.00%
Total Special Revenue Expenditures	0.00	0.00	495.00	1,500.00	1,500.00	1,005.00	33.00%
Total General Government	563,141.00	68,410.47	595,492.24	952,693.00	952,693.00	357,200.76	62.51%
Public Safety Police Department							
Personnel & Benefits	514,322.84	62,600.20	483,511.18	929,557.00	929,557.00	446,045.82	52.02%
Supplies	34,379.70	59.82	23,819.26	52,000.00	52,000.00	28,180.74	45.81%
Maintenance & Repair	19,009.73	2,767.36	21,049.21	29,900.00	29,900.00	8,850.79	70.40%
Utilities	11,041.53	1,163.94	11,879.59	19,500.00	19,500.00	7,620.41	60.92%
Professional Services	157,592.10	52,146.16	123,900.03	198,085.00	198,085.00	74,184.97	62.55%
Other Services	15,652.16	0.00	15,131.76	20,200.00	20,200.00	5,068.24	74.91%
Capital Equipment	1,309.70	187.10	6,250.20	7,249.00	7,249.00	998.80	86.22%
Total Police Department	753,307.76	118,924.58	685,541.23	1,256,491.00	1,256,491.00	570,949.77	54.56%
Fire Department							
Personnel & Benefits	16,215.22	0.00	11,398.00	35,200.00	35,200.00	23,802.00	32.33%

10 General Fund	Prior YTD	Current Period	Current YTD	Original Budget	Revised Budget	Remaining Budget	% Earned/Used
Supplies	12,595.78	0.00	4,471.03	17,500.00	17,500.00	13,028.97	25.55%
Maintenance & Repair	19,718.40	0.00	16,822.27	34,500.00	34,500.00	17,677.73	48.76%
Utilities	3,179.64	344.81	3,374.34	6,150.00	6,150.00	2,775.66	54.87%
Professional Services	100,357.00	0.00	38,311.00	161,000.00	161,000.00	122,689.00	23.80%
Other Services	17,997.24	3,822.00	24,216.72	32,000.00	32,000.00	7,783.28	75.68%
Capital Equipment	37,828.44	0.00	32,954.89	59,712.00	59,712.00	26,757.11	55.19%
Total Fire Department	207,891.72	4,166.81	131,548.25	346,062.00	346,062.00	214,513.75	38.01%
Code Enforcement							
Personnel & Benefits	26,366.84	5,842.13	41,603.04	69,421.00	69,421.00	27,817.96	59.93%
Supplies	250.39	50.00	1,475.56	2,200.00	2,200.00	724.44	67.07%
Maintenance & Repair	0.00	25.00	60.75	1,000.00	1,000.00		
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	607.97	900.00	900.00	292.03	67.55%
Total Code Enforcement	26,617.23	5,917.13	43,747.32	74,521.00	74,521.00	29,834.43	58.70%
Total Public Safety	987,816.71	129,008.52	860,836.80	1,677,074.00	1,677,074.00	816,237.20	51.33%
Public Works							
City Maintenance							
Personnel & Benefits	55,514.68	10,513.83	71,896.10	121,689.00	121,689.00	49,792.90	59.08%
Supplies	15,666.06	693.95	8,574.70	25,825.00	25,825.00	17,250.30	33.20%
Maintenance & Repair	28,971.71	4,439.17	49,613.80	29,860.00	29,860.00	(19,753.80)	Over Budget
Utilities	24,674.84	3,495.77	23,833.21	38,400.00	38,400.00	14,566.79	62.07%
Other Services	2,770.71	0.00	5,897.96	22,800.00	22,800.00	16,902.04	25.87%
Capital Equipment	15,258.17	85,315.00	271,096.80	0.00	0.00	(271,096.80)	Over Budget
Total City Maintenance	142,856.17	104,457.72	430,912.57	238,574.00	238,574.00	(192,338.57)	Over Budget
Parks and Recreation							
Supplies	2,443.56	407.99	2,045.92	5,100.00	5,100.00	3,054.08	40.12%
Maintenance & Repair	12,673.48	1,479.71	16,581.85	32,000.00	32,000.00	15,418.15	51.82%
Utilities	1,915.03	270.69	1,967.37	3,500.00	3,500.00	1,532.63	56.21%
Other Services	6,731.35	(250.00)	6,588.03	17,100.00	17,100.00	10,511.97	38.53%
Total Parks and Recreation	23,763.42	1,908.39	27,183.17	57,700.00	57,700.00	30,516.83	47.11%
Emergency/Disaster							
Contract Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Emergency/Disaster	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Miscellaneous	0.00	0.00	0.00	12,960.00	12,960.00	12,960.00	0.00%
Development Agreements	0	0	0	12,960.00	12,960.00	12,960.00	0.00%
Total Expenditures	1,717,577.30	303,785.10	1,914,424.78	2,939,001.00	2,939,001.00	1,024,576.22	65.14%
Other Financing Sources and Uses							
Sources							
Transfers In	15,000.00	0.00	25,000.00	25,000.00	25,000.00	0.00	100.00%
Total Sources	15,000.00	0.00	25,000.00	25,000.00	25,000.00	0.00	100.00%
Uses							
Transfers Out	362,651.61	0.00	334,000.00	334,000.00	334,000.00	0.00	100.00%
Total Uses	362,651.61	0.00	334,000.00	334,000.00	334,000.00	0.00	100.00%
Total Other Financing Sources and Uses	(347,651.61)	0.00	(309,000.00)	(309,000.00)	(309,000.00)	0.00	
Total - 10 GENERAL FUND	385,459.53	(196,274.54)	474,179.94	191,639.00	191,639.00	(282,540.94)	

City of Richwood Operational Budget Report 10/1/2023 -4/30/2024							
25 Transportation Fund	Prior YTD	Current Period	Current YTD	Annual Budget	Revised Budget	Remaining Budget	% Earned/Used
Revenue							
404126 Sales Tax - Streets	65,109.12	13,279.10	66,131.23	160,000.00	160,000.00	93,868.77	41.33%
404125 Transportation Fee	83,140.00	12,055.00	83,949.49	142,500.00	142,500.00	58,550.51	58.91%
404110 Interest Earnings	14,754.42	989.81	14,229.88	2,000.00	2,000.00	-12,229.88	Ahead of Budget
Total Revenue	163,003.54	26,323.91	164,310.60	304,500.00	304,500.00	140,189.40	53.96%
Expenditures							
Maintenance & Repair							
405380 Streets M&R	141,218.68	0.00	47,024.41	207,500.00	207,500.00	160,475.59	22.66%
405382 Sidewalks M&R	3,615.00	0.00	0.00	47,500.00	47,500.00	47,500.00	0.00%
405385 Drainage M&R	47,480.01	952.75	9,912.27	47,500.00	47,500.00	37,587.73	20.87%
Total Maintenance & Repair	192,313.69	952.75	56,936.68	302,500.00	302,500.00	245,563.32	18.82%
Capital Improvements*							
405915 Capital Expenditures - Streets	327,361.34	0.00	264,989.43				
405916 Capital Expenditures - Sidewalks	113,967.00	0.00	0.00				
405917 Capital Expenditures - Drainage	142,416.76	0.00	0.00				
Total Capital Improvements	583,745.10	0.00	264,989.43				
Total Expenditures	776,058.79	952.75	321,926.11	302,500.00	302,500.00	245,563.32	
Other Financing Sources and Uses							
Sources							
Transfers In							
404128 Transfer from Bond Fund	245,749.00	0.00	0.00	0.00	0.00	0.00	
Total Transfers In	245,749.00	0.00	0.00	0.00	0.00	0.00	
Total Sources	245,749.00	0.00	0.00	0.00	0.00	0.00	
Total Other Financing Sources and Uses	245,749.00	0.00	0.00	0.00	0.00	0.00	
Total - 25 Transportation	-367,306.25	25,371.16	-157,615.51	2,000.00	2,000.00	-105,373.92	

*Presented to council 2/13/23

FY23 Transfer from bond fund to bring remaining amount into transportation fund for additional projects:

Streets	245,749.00	
Sidewalks	118,670.00	
Drainage	122,077.97	
Interest (unallocated)	60,091.00	
		546,587.97
Project Estimates		
Streets	750,000.00	
Sidewalks	402,055.00	
Drainage	424,411.00	
		1,576,466.00
Remaining amount required		-1,029,878.03
Transfer from General Fund	50,000.00	
Remaining amount from Transportation Fund Balance		-979,878.03
Change in fund balance FY23	-571,046.00	

City of Richwood Operational Budget Report 10/1/2023 -4/30/2024							
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	544,591.77	84,849.15	587,479.94	981,504.00	981,504.00	394,024.06	59.86%
Water Department	787,968.38	130,075.54	886,400.71	1,519,867.00	1,519,867.00	633,466.29	58.32%
Solid Waste Department	198,360.02	31,759.26	214,886.06	381,000.00	381,000.00	166,113.94	56.40%
Total Operating income	1,530,920.17	246,683.95	1,688,766.71	2,882,371.00	2,882,371.00	1,193,604.29	58.59%
Operating expense							
Sewer Department							
Personnel & Benefits	104,217.76	15,855.87	91,785.95	212,594.00	212,594.00	120,808.05	43.17%
Supplies	3,956.73	44.46	4,131.26	8,500.00	8,500.00	4,368.74	48.60%
Maintenance & Repair	40,959.02	7,976.57	20,794.62	67,740.00	67,740.00	46,945.38	30.70%
Professional Services	347,108.71	37,456.25	206,270.30	715,000.00	715,000.00	508,729.70	28.85%
Other Services (insurance)	3,872.72	0.00	13,303.36	4,650.00	4,650.00	(8,653.36)	Over Budget
Total Sewer Department	500,114.94	61,333.15	336,285.49	1,008,484.00	1,008,484.00	672,198.51	33.35%
Water Department							
Personnel & Benefits	135,247.24	20,965.16	156,611.50	262,978.00	262,978.00	106,366.50	59.55%
Supplies	14,974.17	1,864.01	21,474.21	27,600.00	27,600.00	6,125.79	77.81%
Maintenance & Repair	123,995.62	35,696.56	132,733.75	146,720.00	146,720.00	13,986.25	90.47%
Utilities	39,514.77	7,148.42	53,983.05	66,600.00	66,600.00	12,616.95	81.06%
Professional Services	83,002.91	10,194.28	30,243.58	230,500.00	230,500.00	200,256.42	13.12%
Other Services	210,751.53	0.00	208,431.73	433,040.00	433,040.00	224,608.27	48.13%
Capital Equipment	2,105.39	300.77	2,105.39	3,610.00	3,610.00	1,504.61	58.32%
Total Water Department	609,591.63	76,169.20	605,583.21	1,171,048.00	1,171,048.00	565,464.79	51.71%
Solid Waste Department							
Professional Services	146,100.86	28,952.33	200,501.82	290,000.00	290,000.00	89,390.18	69.14%
Total Solid Waste Department	146,100.86	28,952.33	200,501.82	290,000.00	290,000.00	89,498.18	69.14%
Total Operating expense	1,255,807.43	166,454.68	1,142,370.52	2,469,532.00	2,469,532.00	1,327,161.48	46.26%
Total Net Operating Income (Loss)	275,112.74	80,229.27	546,396.19	412,839.00	412,839.00	(133,557.19)	Ahead of Budget
Non-Operating Items							
Non-operating income							
Interest income	363.87	242.50	1,702.20	2,500.00	2,500.00	797.80	68.09%
Grants	65,389.82	0.00	0.00	0.00	0.00	0.00	At Budget
Other income	2,709.30	0.00	1,288.26	3,000.00	3,000.00	1,711.74	42.94%
Transfers In	37,000.00	0.00	70,000.00	70,000.00	70,000.00	0.00	At Budget
Total Non-operating income	105,462.99	242.50	72,990.46	75,500.00	75,500.00	2,509.54	96.68%
Non-operating expense							
Debt Service	188,237.81	0.00	184,754.81	435,981.00	435,981.00	251,226.19	42.38%
Transfers Out	125,979.02	0.00	56,000.00	56,000.00	56,000.00	0.00	At Budget
Total Non-operating expense	314,216.83	0.00	240,754.81	491,981.00	491,981.00	251,226.19	48.94%
Depreciation Expense	165,679.36	0.00	0.00	300,000.00	300,000.00	300,000.00	0.00%
Total Non-Operating Items	(374,433.20)	242.50	(167,764.35)	(716,481.00)	(716,481.00)	548,716.65	Ahead of Budget
Total - 30 Water & Sewer Enterprise Fund	(99,320.46)	80,471.77	378,631.84	(303,642.00)	(303,642.00)	682,273.84	Ahead of Budget

Budget Amendments:

MINUTES

RICHWOOD CITY COUNCIL MEETING

Monday, April 08, 2024 at 6:00 PM

BE IT KNOWN THAT a City of Richwood City Council will meet Monday, April 8, 2024, 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 6:02 p.m.

II. INVOCATION

Tricia Ditto, Finance Director, led the invocation.

III. PLEDGES OF ALLEGIANCE

Mayor Durham led the pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

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

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

V. PUBLIC COMMENTS

There was no public comment.

VI. PROCLAMATION

A. VOW 22, April 13, 2024

Mayor Durham read the VOW 22 proclamation and presented it to the VOW 22 representative.

VII. PRESENTATION

A. Recognition of Outgoing Council Members

1. Mike Johnson, Position 1 | 2018-2024
2. Rory Escalante, Position 4 | 2020-2024

Mayor Durham presented plaques recognizing the outgoing City Council Members.

- B. Fire Department Report
Mark Guthrie, Assistant Fire Chief, presented on behalf of the fire department.
Discussion was held on funding to use for budgeting and planning.
Discussion held on needs.
Discussion held on recruitment and volunteer needs.
No action, report only.

VIII. CONSENT AGENDA

- A. Budget Report, February 2024
- B. Appoint Steve Mesker to the Crime Control and Prevention District Board.
- C. Approval of minutes from regular meeting held March 11, 2024.

Motion to approve consent agenda.

Motion made by Amanda Reynolds, Seconded by Rory Escalante.

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

Motion carried.

IX. DISCUSSION AND ACTION ITEMS

Motion to move item C to item A

Motion made by Amanda Reynolds, Seconded by Mike Challenger.

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

Motion carried.

- A. Discuss and consider awarding bid #24-001Q, Request for Qualifications for Water & Wastewater Impact Fee Study Update.

Clif Custer, Public Works Director, presented.

Ryan Tinsley presented on behalf of Strand.

Discussion held on previous study done.

Discussion was held on Strand's familiarity with our infrastructure.

Discussion held on staff recommendation.

Discussion held on benefits of keeping fees.

Discussions were held on timelines and required public hearings.

Motion to award bid #24-001Q to Strand Associates.

Motion made by Amanda Reynolds, Seconded by Jeremy Fountain.

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

Motion carried.

- B. Discuss and consider approving a recycling initiative facilitated by Keep Richwood Beautiful.
Kai York, KRB Chairman, presented.

Discussions was held about the cleanliness of the area and what would be done if it began to be abused.

Motion to approve a recycling initiative facilitated by Keep Richwood Beautiful.

Motion made by Jeremy Fountain, Seconded by Mike Challenger.

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

Motion carried.

- C. Discuss and consider approval of the revised Inter local Agreement for the Collection of Taxes between Brazoria County and the City of Richwood.

Tricia Ditto, Finance Director, presented.

Discussion held on current appraisals.

Motion to approve the revised Interlocal Agreement for the Collection of Taxes between Brazoria County and the City of Richwood.

Motion made by Amanda Reynolds, Seconded by Rory Escalante.

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

Motion carried.

- D. Discuss and consider appointing Mayor Pro-Tem.

Mayor Durham recommended Council Member Reynolds for the position based on her experience.

Motion to appoint Amanda Reynolds to mayor pro tem.

Motion made by Rory Escalante, Seconded by Mike Johnson.

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

Motion carried.

- E. Consider items removed from consent agenda

Nothing removed.

X. EXECUTIVE SESSION

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

- 1. Eric Foerster, City Manager

City Council recessed into executive session at 7:10 p.m.

XI. ACTION AS A RESULT OF EXECUTIVE SESSION

Motion to approve renewing the City Managers contract from April 2024 to 2027 as written, amending section 2.5 to make the insurance provider generic instead of listing a company and approving a 5% pay increase.

**Motion made by Amanda Reynolds, Seconded by Mike Johnson.
Voting Yea: Mike Johnson, Amanda Reynolds, Rory Escalante, Jeremy Fountain
Voting Nay: Mike Challenger**

Motion carried.

XII. CAPITAL IMPROVEMENT PROJECTS UPDATE

Clif Custer, Public Works Director, presented.

XIII. CITY MANAGER'S REPORT

Eric Foerster provided an update regarding the removal of the fuel tanks.

XIV. COUNCIL MEMBER COMMENTS & REPORTS

Mike Johnson expressed thanks to KRB for hosting the cleanup. He also stated that it's been six years, and it has been fun.

Mike Challenger expressed gratitude to outgoing Councilmembers.

Amanda Reynolds thanked KRB for the trash bash efforts, adding that the support and attendance were good to see. She also thanked Mike and Rory for their contributions and guidance.

Rory Escalante expressed thanks for the past 4 years, with added thanks to Eric and the staff.

Jeremy Fountain thanked Mike and Rory for their service and added that he hopes to continue to do good work.

XV. MAYOR'S REPORT

The mayor reported that his wife won secondary principal of the year. He also thanked Mike and Rory for their service to the city.

Mayor congratulated Eric on his contract extension and also thanked the Chief of Police and Fire Department.

XVI. ITEMS OF COMMUNITY INTEREST

Ellis Park - Dedication 5/11 2 pm

KRB clean up

Thursday Friday Saturday - Mosquito.

XVII. FUTURE AGENDA ITEMS

Training on techniques for difficult customers

Workshop with staff to define roles of staff within the city

BWA Appoint

XVIII. ADJOURNMENT

Being there no further business, the meeting was adjourned at 8:58 p.m.

These minutes were read and approved on the 13th day of May 2024.

Mayor

ATTEST:

City Secretary



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

APPLICATION FOR REPLAT REQUEST

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

DATA ON APPLICANT AND OWNER:

Name: Jonathan Kirk Enterprises, LLC Date: 04/18/24

Address: 105 West Road, Lake Jackson, Texas 77566

Home Phone: 979-236-4135 Business Phone: 979-236-4135

SUBJECT PROPERTY:

Address of property in question: 2002 Brazosport Blvd N, Richwood

Legal Description of property: Lots 1 & 7, Replat of Lot 10B Richwood Addition

Current Zone: _____

Zone being requested: _____

PURPOSE OF THE REPLAT (be specific): _____

The purpose for this replat is to relocate the property line between Lots 1 and 7 of

the replat of Lot 10B of the Richwood Addition as recorded in CCFN 2014005583.

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

Jonathan Kirk
Name of Applicant

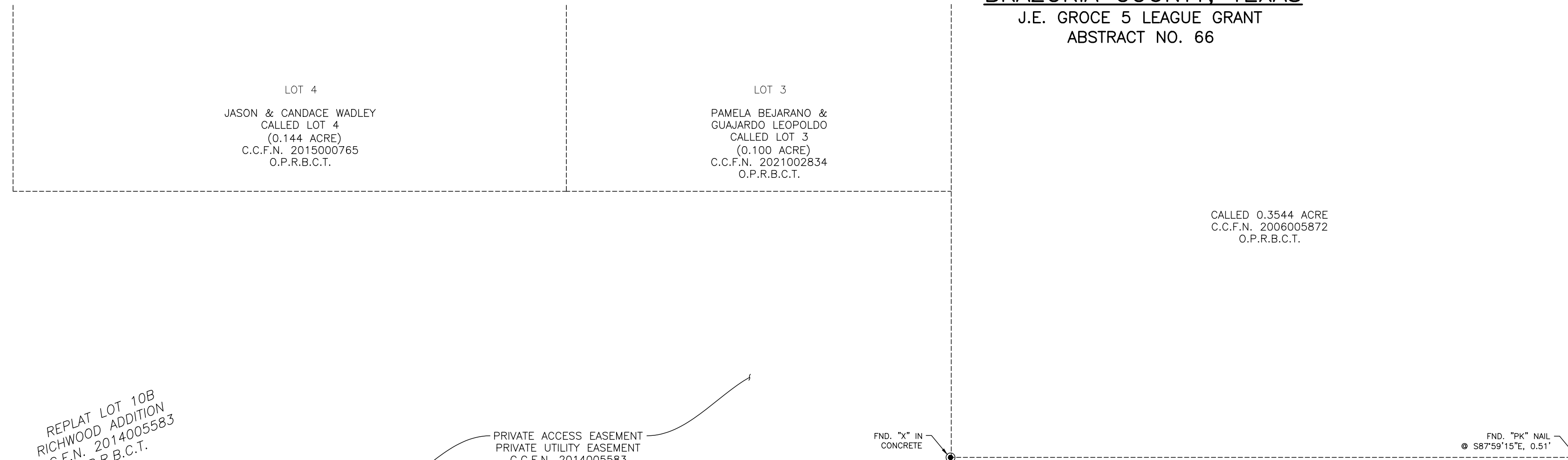

Signature of Applicant

4-18-24
Date

IMPORTANT:

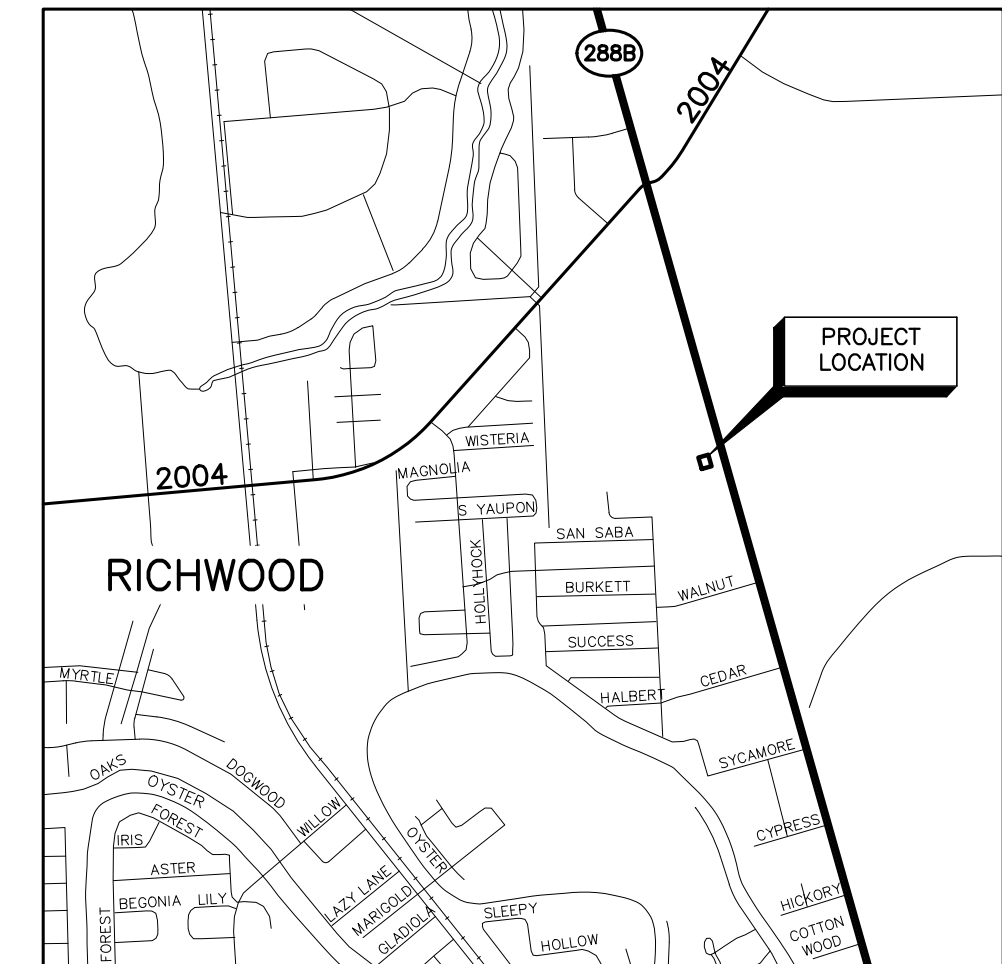
A drawing, including all dimensions and structures, must be attached along with the applicable fee, to be considered. Failure to include both will result in automatic denial of application.

BRAZORIA COUNTY, TEXAS
J.E. GROCE 5 LEAGUE GRANT
ABSTRACT NO. 66



REPLAT LOT 10B
RICHWOOD ADDITION
C.C.F.N. 2014005583
O.P.R.B.C.T.

- LEGEND
O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
C.C.F.N. = COUNTY CLERK'S FILE NUMBER
5/8" I.R.C. SET = SAUER & LAWSON
FOUND MONUMENT (AS NOTED)
I.R. = IRON ROD
I.R.C. = IRON ROD W/CAP
X = X IN CONCRETE
P.O.B. = POINT OF BEGINNING
U.E. = UTILITY EASEMENT
B.L. = BUILDING LINE
R.O.W. = RIGHT-OF-WAY



VICINITY MAP
SCALE 1" = 2,500'

FIELD NOTES FOR 0.475 ACRE

DESCRIPTION OF A 0.475 ACRE TRACT OF LAND, LOCATED WITHIN THE J.E. GROCE FIVE LEAGUE GRANT, ABSTRACT NO. 66, BRAZORIA COUNTY TEXAS, BEING ALL OF LOTS 1 AND 7 OF THE REPLAT OF LOT 10B OF THE RICHWOOD ADDITION AS RECORDED IN COUNTY CLERK'S FILE NO. (C.C.F.N.) 2014005583 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS (O.P.R.B.C.T.). SAID 0.475 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS):

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE EAST CORNER OF THE AFOREMENTIONED LOT 7, SAME BEING LOCATED IN THE NORTHWEST LINE OF A CALLED 0.769 ACRE TRACT AS RECORDED IN C.C.F.N. 2014042052 AND BEING A SOUTHEASTERLY CORNER OF A CALLED PRIVATE ACCESS EASEMENT AS RECORDED IN C.C.F.N. 2014005583 OF THE O.P.R.B.C.T.;
THENCE SOUTH 74°07'49" WEST, ALONG THE SOUTHEAST LINE OF SAID LOT 7, SAME BEING THE NORTHWEST LINE OF SAID 0.769 ACRE TRACT, A DISTANCE OF 134.03 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID LOT 7, SAME BEING A SOUTHWESTERLY CORNER OF SAID PRIVATE ACCESS EASEMENT;

THENCE NORTH 15°50'38" WEST, ALONG THE SOUTHWEST LINE OF SAID LOT 7 AND THE SOUTHWEST LINE OF SAID LOT 1, PASSING AT A DISTANCE OF 89.25 FEET A 5/8-INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT 7 AND THE SOUTH CORNER OF SAID LOT 1, CONTINUING A TOTAL DISTANCE OF 154.55 FEET TO AN "X" IN CONCRETE FOUND FOR THE WEST CORNER OF SAID LOT 1, SAME BEING AN INTERIOR CORNER OF SAID PRIVATE ACCESS EASEMENT;

THENCE NORTH 74°09'22" EAST, ALONG THE NORTHWEST LINE OF SAID LOT 1, SAME BEING A SOUTHEAST LINE OF SAID PRIVATE ACCESS EASEMENT, A DISTANCE OF 134.03 FEET TO AN "X" FOUND FOR THE NORTH CORNER OF SAID LOT 1, SAME BEING AN INTERIOR CORNER OF SAID PRIVATE ACCESS EASEMENT;

THENCE SOUTH 15°50'38" EAST, ALONG THE NORTHEAST LINE OF SAID LOT 1 AND THE NORTHEAST LINE OF SAID LOT 7, PASSING AT A DISTANCE OF 65.30 FEET A 5/8-INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID LOT 1 AND THE NORTH CORNER OF SAID LOT 7, CONTINUING A TOTAL DISTANCE OF 154.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 0.475 ACRE OF LAND, MORE OR LESS.

OWNER'S ACKNOWLEDGEMENT:

STATE OF TEXAS §
COUNTY OF BRAZORIA §

I, JONATHAN KIRK, RESPECTIVELY OF JONATHAN KIRK ENTERPRISES LLC, OWNER OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF THE REPLAT OF LOT 1A RICHWOOD ADDITION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF JONATHAN KIRK ENTERPRISES, ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS REPLAT OF LOT 1A RICHWOOD ADDITION IN THE J.E. GROCE 5 LEAGUE GRANT, BRAZORIA COUNTY, TEXAS; AND ON BEHALF OF JONATHAN KIRK ENTERPRISES, LLC, DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES AND DO HEREBY BIND OURSELVES, SUCH HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED. THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED EASEMENT, FIFTEEN FEET WIDE AS SHOWN HEREON. WE HAVE ALSO COMPLIED WITH ALL REGULATIONS HERETO BEFORE ADOPTED BY THE COMMISSIONER'S COURT OF BRAZORIA COUNTY, TEXAS.

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

JONATHAN KIRK
JONATHAN KIRK ENTERPRISES, LLC

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JONATHAN KIRK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED, GIVEN

UNDER MY HAND AND SEAL OF OFFICE

THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC
STATE OF TEXAS

SURVEYORS NOTES

- 1. THE REASON FOR THIS REPLAT IS TO RELOCATE THE PROPERTY LINE BETWEEN LOTS 1 & 7 OF REPLAT OF LOT 10B OF THE RICHWOOD ADDITION AS RECORDED IN C.C.F.N. 2014005583.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A CITY PLANNING LETTER WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
3. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NO. 48039C0610K, REVISED DECEMBER 30, 2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "AE" BASE FLOOD ELEVATION 11.9 FEET.
5. AN AERIAL EASEMENT MAY EXIST ADJACENT TO ANY EASEMENTS OR OVERHEAD UTILITIES.
6. THIS SURVEY PLAT HAS BEEN PREPARED ALONG WITH A METES & BOUNDS DESCRIPTION OF SUBJECT TRACT.

FOR: JONATHAN KIRK ENTERPRISES

TITLE COMPANY: CHARTER TITLE COMPANY
ISSUED DATE: APRIL 19, 2024

CITY PLANNING LETTER NOTES:

15' UTILITY EASEMENT AS RECORDED IN C.C.F.N. 2014005583 O.P.R.B.C.T. - PLOTTED AND SHOWN HERON.

7.5' BUILDING LINES AS RECORDED IN C.C.F.N. 2014005583 O.P.R.B.C.T. - PLOTTED AND SHOWN HERON.

15' BUILDING LINES AS RECORDED IN C.C.F.N. 2014005583 O.P.R.B.C.T. - PLOTTED AND SHOWN HERON.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF BRAZORIA §

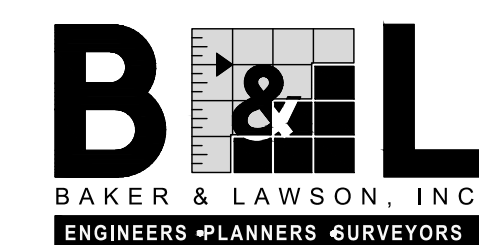
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS.

PRELIMINARY
NOT TO BE RECORDED
FOR ANY PURPOSE
DATE: 4/24/2024

DARREL HEDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

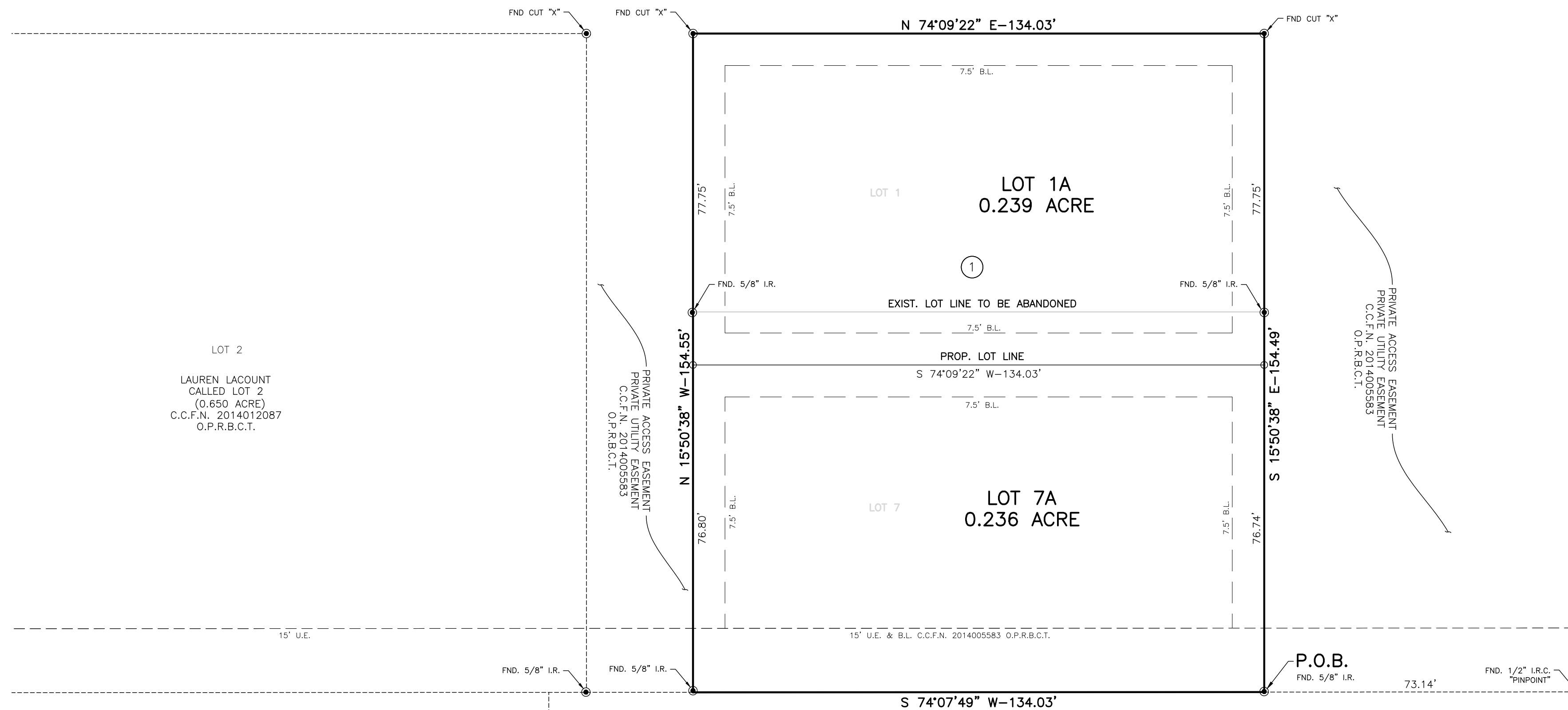
REPLAT OF
LOT 1A RICHWOOD ADDITION
A 0.475 ACRE
1 LOT 1 BLOCK SUBDIVISION
BEING ALL OF
LOTS 1 & 7 OF THE
REPLAT OF LOT 10B RICHWOOD ADDITION
C.C.F.N. 2014005583
O.P.R.B.C.T.

J. E. GROCE 5 LEAGUE GRANT
ABSTRACT NO. 66
CITY OF RICHWOOD
BRAZORIA COUNTY, TEXAS



Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

JOB NO.: 15738 SCALE: 1" = 20' DRAWN BY: AD CKED BY: AH
DRAWING NO.: 15738 RICHWOOD REPLAT 1A DATE: 4/24/2024 REV. NO. 0



STATE HIGHWAY 288 BUSINESS
BRAZOSPORT BLVD. NORTH
200' R.O.W.

VELASCO DRAINAGE DISTRICT

THE BOARD OF SUPERVISORS OF THE VELASCO DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT OR GUARANTEE:

- 1. THAT DRAINAGE FACILITIES OUTSIDE THE BOUNDARIES OF THIS SUBDIVISION ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED ON THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS SUBDIVISION ARE ADEQUATE FOR RAINFALL IN EXCESS OF VELASCO DRAINAGE DISTRICT MINIMUM REQUIREMENTS (10 YEAR FREQUENCY).
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINED BY THE VELASCO DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT REVIEW IS SOLELY BASED ON THE DOCUMENTATION SUBMITTED FOR REVIEW AND A RELIANCE ON SUBMISSION OF THE REPORT BY THE TEXAS PROFESSIONAL ENGINEER. THE DISTRICT'S REVIEW IS NOT INTENDED AND SHALL NOT SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY MAKING THE PLAN OR PLAT HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

STUART HERBST - CHAIRMAN DATE:
WILL BROOKS - VICE CHAIRMAN DATE:
BILLY P. CRAIN - SECRETARY DATE:

CITY COUNCIL APPROVALS:

I CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF THE REPLAT OF LOT 1A RICHWOOD ADDITION WAS APPROVED

THIS THE ____ DAY OF _____, 20____.

MICHAEL DURHAM, MAYOR AMANDA REYNOLDS - POSITION 3
MIKE JOHNSON - POSITION 1 RORY ESCALANTE - POSITION 4
MIKE CHALLENGER - POSITION 2 JEREMY FOUNTAIN - POSITION 5

PLANNING AND ZONING COMMISSION APPROVALS

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF RICHWOOD, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE REPLAT OF LOT 1A RICHWOOD ADDITION, AS SHOWN HEREIN. IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURES OF THE CHAIRMAN AND SECRETARY OF THE PLANNING AND ZONING COMMISSION,

THIS THE ____ DAY OF _____, 20____.

CHAIRMAN SECRETARY

OWNER:
JONATHAN KIRK
ENTERPRISES, LLC
105 WEST ROAD
LAKE JACKSON TX, 77566

PROFESSIONAL SERVICES AGREEMENT

This CONTRACT (“CONTRACT”) is made and entered into by and between the City of Richwood, a Texas home rule municipality (hereinafter “CITY”), and Strand Associates, Inc. (hereinafter “ENGINEER”).

Recitals

- a. The CITY is in need of certain engineering services; and
- b. The CITY has solicited Requests for Qualifications; and
- c. ENGINEER represents that it has the necessary expertise to provide such services, including transportation planning, storm water consultation, capital projects management, observations , GIS mapping, land surveying, water and wastewater projects and other general on-call engineering consultation services (hereinafter “Services”).

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

- 1. **Services.** ENGINEER shall perform the Services described in the Scope of Work listed and identified in the CITY’s Request for Qualifications dated April 15, 2018 and incorporated herein by reference, and those additional items set forth in the ENGINEER’s response and fee proposal dated April 26, 2018 and incorporated herein by reference and as may be agreed to by the ENGINEER and the CITY. If any incorporated term from the Request for Qualifications or the ENGINEER’S response and fee proposal is inconsistent with this CONTRACT, this CONTRACT shall control. The CITY makes no guarantee of a specific volume of Services or a total contracted amount arising from this CONTRACT and assignment of services to be rendered by ENGINEER shall be at CITY’s discretion. ENGINEER shall complete services as requested and authorized by the Public Works Director or the City Manager.
- 2. **Term.** The term of this CONTRACT shall be for two (2) years beginning on June 1, 2018 and ending on May 31, 2020 unless terminated sooner as set forth in this CONTRACT. The terms of this CONTRACT may at CITY’s sole discretion be extended for an additional time period beyond the expiration date. Any modification, or extension of this CONTRACT termination date shall be in writing.
- 3. **Independent Contractor.** Both parties agree that: (a) the Services contracted for in this CONTRACT falls within the distinct nature of ENGINEER’s business; (b) the nature of the Services contained within this CONTRACT is specialized, and CITY has elected to contract out the Services rather than attempt to perform the Services with its current workforce; (c) ENGINEER is an incorporated business that possesses the personnel and materials necessary to perform the Services; (d) the relationship of the Services provided by ENGINEER has no relationship to the regular business conducted by CITY; (e) it is understood and agreed that ENGINEER is an independent contractor, and nothing herein contained shall constitute, create, give rise to, or otherwise recognize an employment relationship, joint venture, partnership, or

formal business association or organization of any kind between the parties hereto, other than as contracting parties, nor shall ENGINEER or any subcontractor, or any employee of ENGINEER or any subcontractor be deemed to be employed by CITY or entitled to any remuneration or other benefits from the CITY, other than as set forth in this CONTRACT.

4. **Subcontracts.** ENGINEER shall not enter into any subcontract with respect to any of the Services to be performed hereunder without the CITY's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and ENGINEER shall impose on the subcontractor substantially the same obligations as are imposed on the ENGINEER by this CONTRACT. ENGINEER shall be fully responsible for all acts and omissions of its subcontractor(s) and of persons directly or indirectly employed by subcontractor(s).

5. **Time for Completion.** ENGINEER's Services will be provided in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER's services shall be performed in accordance with an agreed upon schedule for the performance of the services hereunder. Time limits established by a schedule approved by the CITY shall not be exceeded by the ENGINEER unless specifically authorized by the CITY in writing.

6. **Payment.** The ENGINEER shall bill the CITY monthly for the fee due based upon an agreed upon hourly rate for Services completed for each itemized task pursuant to this Contract and as set forth in a fee proposal approved by the CITY. CITY shall pay invoices for satisfactorily completed Services and all reasonable and necessary Services within thirty (30) days of the date of receipt. Prior to payment to the ENGINEER, the CITY shall deduct therefrom, upon notification to the ENGINEER, any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the CITY from the ENGINEER and shall apply those monies to the appropriate accounts. ENGINEER shall provide to the CITY any information necessary to determine the total amount(s) due. Total compensation for Services performed shall not exceed the annual approved CITY budget. No additional payments will be made for per diem or additional costs unless pre-approved by CITY. Nonpayment within forty-five (45) days of receipt of invoice may, at ENGINEER'S option, result in the suspension of Services upon five (5) days notice to the CITY. ENGINEER will resume Services upon payment in full of all undisputed invoice amounts and shall not be liable to the CITY for such a suspension.

7. **Defects in Services.** ENGINEER shall perform the Services in accordance with the terms of this CONTRACT.. ENGINEER agrees to exercise the skill and care, which would be exercised by comparable professional ENGINEERs performing similar services at the time and in the locality such services are performed. Furthermore, ENGINEER shall perform the Services in accordance with generally accepted methods and standards. The CITY may reject any work product that fails to meet customary professional standards or project specifications. ENGINEER agrees to promptly remedy all such deficiencies at ENGINEER's own expense. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation. No compensation shall be paid for any rejected Services until such issues have been resolved.

8. **Insurance.** ENGINEER, at his own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed and subject to legal process within the State of Texas. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this CONTRACT are satisfactorily completed. ENGINEER acknowledges that the amounts of insurance coverage stated herein shall not limit its liability under this CONTRACT.

ENGINEER's insurance shall be primary insurance in regard to the CITY, and any insurance maintained by CITY shall not contribute to it. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, officers, officials and employees for any claims arising out of ENGINEER's negligent acts, errors, mistakes, omissions, or Services.

Prior to commencing Services under this CONTRACT, ENGINEER shall furnish the CITY with certificates of insurance, or formal endorsements as required by this CONTRACT, issued by ENGINEER's insurer(s), as evidence that policies providing the required coverages, conditions and limits required herein are in full force and effect. Standard minimum deductibles are allowed. Any deductibles are the responsibility of ENGINEER.

If a policy does expire during the term of this CONTRACT, a renewal certificate must be sent to CITY fifteen days prior to the expiration date. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days written notice to CITY.

- a. **Commercial General Liability.** ENGINEER shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.
- b. **Automobile Liability.** ENGINEER shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the ENGINEER's owned, hired, and non-owned vehicles assigned to or used in performance of the ENGINEER's Services. Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- c. **Workers' Compensation.** ENGINEER shall carry Workers' Compensation insurance to cover obligations imposed by state statutes having jurisdiction over the ENGINEER's employees engaged in the performance of the Services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. In case any Services are subcontracted, this

CONTRACT will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of this CONTRACT.

- d. **Professional Liability.** ENGINEER shall maintain Professional Liability insurance covering negligent acts, errors, mistakes and omissions arising out of the Services performed by this ENGINEER, or any person employed by ENGINEER, with a limit of not less than \$1,000,000 each claim. ENGINEER shall notify the CITY upon any termination of its regular professional liability coverage and shall obtain all coverage for a minimum of five (5) years from the CONTRACT termination date.

- 9. **Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS CITY, ITS AGENTS, OFFICERS, OFFICIALS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LOSS, COST AND DAMAGES OF EVERY KIND AND DESCRIPTION, INCLUDING ANY REASONABLE ATTORNEY FEES, EXPERT WITNESS FEES, AND/OR LITIGATION EXPENSES, RELATING TO, ARISING OUT OF OR RESULTING FROM ENGINEER'S NEGLIGENT ACTS, ERRORS, MISTAKES OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT, WHICH MAY BE BROUGHT OR MADE AGAINST OR INCURRED BY CITY ON ACCOUNT OF (1) LOSS OR DAMAGE TO ANY PROPERTY OR INTEREST OF CITY, ITS OFFICERS, EMPLOYEES AND AGENTS, OR ANY DAMAGES, INJURY TO PERSON OR PROPERTY, OR DEATH OF ANY PERSON ARISING OUT OF, RELATING TO, OR ALLEGED TO HAVE RESULTED FROM ANY NEGLIGENT ACTS, ERRORS, OMISSIONS, OR SERVICES OF ENGINEER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THEIR EMPLOYEES, AGENTS, OR REPRESENTATIVES, (2) ANY WORKERS' COMPENSATION CLAIMS, UNEMPLOYMENT COMPENSATION CLAIMS OR UNEMPLOYMENT DISABILITY CLAIMS OF EMPLOYEES OF ENGINEER OR CLAIMS UNDER SIMILAR SUCH LAWS OR OBLIGATIONS. THIS INDEMNIFICATION SHALL NOT EXTEND TO ANY LOSS, DAMAGE, INJURY, OR DEATH OUTLINED HEREIN CAUSED IN WHOLE OR IN PART BY **THE GROSS NEGLIGENCE AND WILLFUL MISCONDUCT OF CITY, ITS AGENTS, OFFICERS, OFFICIALS AND EMPLOYEES AND RESULTING IN DAMAGE TO PERSONAL PROPERTY, BODILY INJURY, OR DEATH. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS CONTRACT.**

THE AMOUNT AND TYPE OF INSURANCE COVERAGE REQUIREMENTS SET FORTH WITHIN THIS CONTRACT SHALL IN NO WAY BE CONSTRUED AS LIMITING THE SCOPE OF THE INDEMNITY AS SET FORTH HEREIN.

- 10. ENGINEER makes the following representations and warranties:

- a. ENGINEER has the ability, authority, capacity and professional expertise to perform this CONTRACT;
- b. ENGINEER will provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the Services to be performed hereunder;
- c. ENGINEER will assign specific individuals to key positions and once assigned to Services under this CONTRACT, key personnel shall not be removed or replaced without the CITY's prior written approval; and
- d. ENGINEER is a licensed professional engineer and authorized to conduct engineering services in the State of Texas.

11. **Assignment.** ENGINEER shall not assign its rights to this CONTRACT, in whole or in part, without prior written approval of CITY.
12. **Authority to Contract.** ENGINEER warrants its right and power to enter into this CONTRACT. If any court or administrative agency determines that CITY does not have authority to enter into this CONTRACT, CITY shall not be liable to ENGINEER or any third party by reason of such determination or by reason of this CONTRACT.
13. **Cancellation for Conflict of Interest.** This CONTRACT is subject to cancellation for conflict of interest pursuant to Chapter 176, Local Government Code, the pertinent provisions of which are incorporated into this CONTRACT by reference.
14. **Termination for Cause.** If, through any cause, ENGINEER shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if ENGINEER shall violate any of the covenants, provisions, or stipulations of this CONTRACT, CITY shall thereupon have the right to terminate this CONTRACT by giving ten (10) days written notice to ENGINEER of such termination and specifying the effective date thereof. ENGINEER will be allowed the opportunity to meet with CITY to cure any such indicated breach within ten (10) days. In the event the breach is not cured by ENGINEER, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by ENGINEER shall, at the option of CITY, become its property and ENGINEER shall be paid an amount based on satisfactorily completed Services prior to the termination date; however, no payment shall be allowed for anticipated profits on unperformed Services. Notwithstanding the above, ENGINEER shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this CONTRACT by ENGINEER and CITY may withhold payments to ENGINEER upon notification to ENGINEER for purpose of set-off until such time as the exact amount of damages due to the CITY from ENGINEER are determined.
15. **Termination for Convenience.** CITY may terminate this CONTRACT at any time by giving written notice to ENGINEER of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of CITY, become its property. If this CONTRACT is terminated by CITY as provided herein, ENGINEER shall be paid an amount based on the time and expense incurred by ENGINEER prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed Services.
16. **Engineer's Responsibilities upon Termination.** Upon receipt of a termination notice, ENGINEER shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) deliver or otherwise make available to the CITY copies of all data, design, calculations, drawings, specifications, reports, estimates, summaries, legal descriptions and other information and materials developed or accumulated by ENGINEER in performing the CONTRACT.
17. **Non-Appropriation.** Notwithstanding any other provision of this CONTRACT, this CONTRACT may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining CITY or other public entity obligations under this

CONTRACT. CITY shall have no further obligation to ENGINEER, other than to pay for services rendered prior to termination.

18. **Remedies.** Either party may pursue any remedies provided by law for breach of this CONTRACT. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this CONTRACT.
19. **Waiver.** Failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this CONTRACT to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.
20. **Choice of Law/Venue.** Any dispute, controversy, claim or cause of action arising out of or related to this CONTRACT shall be governed by Texas law. The venue for any such dispute shall be in Brazoria County, Texas. Each party waives the right to object to venue in Brazoria County for any reason.
21. **Entire Agreement.** This CONTRACT constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein and the parties disclaim reliance on any prior communications regarding this CONTRACT. This CONTRACT may be modified, amended, altered or extended only by a written amendment signed by the parties.
22. **Construction.** This CONTRACT shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this CONTRACT. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the review of and entry into this CONTRACT.
23. **Incorporation of Applicable Laws.** Every provision of applicable law required by statute or regulation to be in this CONTRACT will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted. The parties shall adhere to all applicable State and Federal Laws.
24. **Severability.** If any provision of this CONTRACT is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this CONTRACT is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
25. **Discrimination.** The ENGINEER, with regard to the Services performed by it after award and during its performance of this CONTRACT, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of

subcontractors, including procurement of materials and leases of equipment. The ENGINEER will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Texas Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

- 26. **Ownership of Documents.** All original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by ENGINEER under this CONTRACT are instruments of service for this CONTRACT only and shall remain the property of the CITY whether the Project is completed or not and shall be delivered to the CITY upon completion or termination of the services. The CITY's reuse of the instruments of service for purposes other than intended by this CONTRACT shall be at the CITY'S sole risk and without liability to the ENGINEER.

- 27. **No Third Party Beneficiaries.** This CONTRACT is entered into for the sole benefit of the CITY and ENGINEER and no other parties are intended to be direct or incidental beneficiaries of this CONTRACT. Nothing in this CONTRACT shall be construed to create, impose, or give rise to any duty owed by ENGINEER or CITY to any party other than the CITY and ENGINEER.

- 28. **Non-Exclusive Contract.** This CONTRACT is for the sole convenience of the CITY. The CITY reserves the right to obtain like goods or services from another source when deemed necessary by CITY.

- 29. **Notices.** All notices, requests, demands, payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address on the date received:

CITY:

City of Richwood
Attn: City Manager
1800 Brazosport Blvd
Richwood, Texas 77531

ENGINEER:

Stand Associates, Inc.
203 South Jackson Street
Brenham, Texas 77833

With Copy to:
Jason M. Cordoba, Attorney at Law
85 Oak Drive, Suite 102
Lake Jackson, Texas 77566

[signature page on following page]

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this 12 day of June, 2018.

ENGINEER

CITY

Matt Schick
Corporate Secretary

Michael G. ...
~~Mayor~~ City Manager

Attested By:

Glenn Cook
City Secretary

**AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT**

This is Amendment No. 1 to the CONTRACT (“CONTRACT”) dated June 12, 2018, between the City of Richwood, a Texas home rule municipality (hereinafter “CITY”), and Strand Associates, Inc.® (hereinafter “ENGINEER”).

Under 2. **Term**, CHANGE two (2) years to “four (4) years” and May 31, 2020, to “May 31, 2022”.


IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

CITY:

STRAND ASSOCIATES, INC.®

CITY OF RICHWOOD



Joseph M. Bunker
Corporate Secretary

Date



Eric Foerster
City Manager

6-9-20
Date

AMENDMENT NO. 2 TO THE
PROFESSIONAL SERVICES AGREEMENT

This is Amendment No. 2 to the CONTRACT ("CONTRACT") dated June 12, 2018, between the City of Richwood, a Texas home rule municipality (hereinafter "CITY"), and Strand Associates, Inc.® (hereinafter "ENGINEER").

Under 2. Term, CHANGE four (4) years to "six (6) years" and May 31, 2022, to "May 31, 2024."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

CITY:

STRAND ASSOCIATES, INC.®

CITY OF RICHWOOD

Signature of Joseph M. Bunker, Date 9/2/22
Joseph M. Bunker
Corporate Secretary

Signature of Eric Foerster, Date 8-22-2022
Eric Foerster
City Manager

City of Richwood — TEXAS —

AGENDA MEMORANDUM

CONTACT: CLIF CUSTER

SUBJECT: AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES

SUMMARY:

The original Service Agreement with Strand Associates was signed in June of 2018 for a term of two years. The first amendment to the agreement was an extension that was approved by Council in 2020 extending the agreement until May 31st, 2022. The second amendment extended the service agreement with Strand Associates until May 31st, 2024. A third amendment would now extend the service agreement until May 31st, 2026.

BACKGROUND INFORMATION:

In 2018 Richwood advertised a Request for Qualifications for Engineering Services. Several other firms such as Freese and Nichols, Civil Corp., Mercer Engineering, and KSA Engineering responded to the RFQ. After Staff reviewed and scored the submitted RFQ's, scores were presented to Council at which time Strand Associates was selected as the firm to represent Richwood with upcoming projects.

An extension of the Service Agreement allows Strand to keep Richwood listed as an active client and streamlines their ability to produce Task Orders, construction cost opinions, as well as engineering design services immediately upon request by the city.

ISSUE:

None.

FISCAL IMPACT:

None.

RECOMMENDATION:

I recommend Council make a motion approving Amendment No.3 to the Professional Services Agreement between the City of Richwood and Strand Associates Inc.

RESOLUTION 24-R-86

WHEREAS, the current Brazosport Water Authority representative for the City of Richwood was elected to the City Council and, therefore must resign from the Board;

WHEREAS, the City finds it in the best interest of the City of Richwood to appoint a new representative to serve;

WHEREAS, Mike Johnson has shared interest in serving as the City of Richwood’s representative on the Board of Directors of the Brazosport Water Authority and meets all qualifications designated in the Brazosport Water Authority Board of Directors bylaws; and therefore

BE IT RESOLVED, by the Mayor and the City Council of Richwood, Texas, that Mike Johnson be, and is hereby designated as its Representative to the Board of Directors of the Brazosport Water Authority.

AND FURTHERMORE, the Brazosport Water Authority Board of Directors Executive Director has been notified of the designation of the representative mentioned above.

PASSED AND ADOPTED, this 13th day of May, 2024.

APPROVED:

Michael Durham, Mayor

ATTEST:

Kirsten Garcia, City Secretary