

AGENDA

BE IT KNOWN THAT, a City of Richwood City Council will meet Wednesday, January 20, 2021, beginning at 6:00 PM at Richwood City Hall located at 1800 Brazosport Blvd. N., Richwood, Texas 77531 with the following agenda:

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGES OF ALLEGIANCE
- IV. ROLL CALL OF COUNCIL MEMBERS
- V. PUBLIC COMMENTS
- VI. **DISCUSSION AND ACTION ITEMS**
 - A. Discuss and consider the City of Richwood accepting wastewater from Fountain Grass Park. 3
 - B. Discuss and consider an ordinance calling the May 1, 2021 General Election and approving a joint election contract with Brazoria County. 4
 - C. Review and discuss the final recommendations for proposed amendments to the Charter. 9
 - D. Discuss and consider an ordinance calling a special election for May 1, 2021 for the consideration of proposed amendments to the Richwood City Charter. 12
 - E. Discuss and consider a resolution amending the FY 20-21 budget to increase Sewer Line Maintenance & Repair for Magnolia Court repair. 18
 - F. Discuss and consider a resolution amending the FY 20 budget and eliminating interfund debt as recommended by Auditors and Staff. 25
 - G. Discuss and consider a service agreement between the City of Richwood and the Richwood Volunteer Fire Department. 28
 - H. Discuss and consider a resolution amending the FY 21 budget to increase Fund 30 W&S for Vehicle Allowance. 44
- VII. CAPITAL IMPROVEMENT PROJECTS UPDATE
- VIII. CITY MANAGER'S REPORT 46
- IX. COUNCIL MEMBER COMMENTS & REPORTS
- X. MAYOR'S REPORT
- XI. FUTURE AGENDA ITEMS
- XII. 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).

I, Kirsten Garcia, do hereby certify that I did, on _____ at _____ 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

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.

MEMORANDUM

To: Richwood City Council

From: Clif Custer

Date: January 6th, 2020

Subject: Accepting Wastewater from Fountain Grass Park

The owners of Fountain Grass Park have approached Richwood requesting to send wastewater from their location to Richwood's collection system as an alternative to an in-ground septic system that currently accounts for the parks wastewater capacity. At the December meeting Council requested further information regarding overhead costs relating to The Clute/Richwood Wastewater Treatment Plant processing costs.

Revenue from accepting wastewater from Fountain Grass Park will be a minimum of \$739.50 per month. In the 4th quarter of fiscal year 2019-2020 Richwood paid a 25% share of annual budgeted costs for Maintenance and Operations of the WWTP totaling \$58,448.91. Richwood's total wastewater sent to the WWTP in this quarter was 46,395,876 gallons. Overall costs for wastewater processing in the 4th quarter of fiscal year 2019-2020 was \$.0012 or roughly one-tenth of a cent per gallon of treated wastewater.

I am asking Council to discuss and consider allowing Fountain Grass Park to proceed forward with plans to send wastewater from Fountain Grass Park to Richwood.



AGENDA MEMORANDUM

CONTACT: Kirsten Garcia, City Secretary

SUBJECT: May 1, 2021 General Election

SUMMARY: Consider approving an ordinance calling the May 1, 2021 General Election and approving a joint election contract with Brazoria County.

INFORMATION:

The races for the May 1, 2021 elections are Mayor and City Council Positions 2 & 3. The term of office for these positions is two years from May 2021 to May 2023.

The filing period for a place on the ballot is January 13 – February 12, 2021 at 5:00 p.m.

RECOMMENDATION: Council to approve ordinance.

Thank you,

A handwritten signature in blue ink that reads "K. Garcia".

Kirsten Garcia

ORDINANCE NO. 21-475

AN ORDINANCE ORDERING AN ELECTION TO BE HELD IN THE CITY OF RICHWOOD, ON SATURDAY, MAY 1, 2021, FOR THE PURPOSE OF ELECTING CERTAIN OFFICERS FOR THE CITY OF RICHWOOD; PROVIDING THAT ALL PERSONS DESIRING TO HAVE THEIR NAME PLACED ON THE OFFICIAL BALLOT AS A CANDIDATE FILE AN APPLICATION NOT LATER THAN FEBRUARY 12, 2021, PROVIDING THAT ALL DULY QUALIFIED RESIDENT ELECTORS SHALL BE QUALIFIED TO VOTE; APPROVING A JOINT ELECTION AGREEMENT WITH BRAZORIA COUNTY; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Richwood is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a uniform election date; and

WHEREAS, all of the City of Richwood and its voting precincts are located within Brazoria County only; and

WHEREAS, by this Ordinance, it is the intention of the City Council to adopt all requirements of an Election Order and Notice of Election in accordance with state law, and authorize a contract with Brazoria County for joint election services.

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

Section 1. That an election is hereby ordered and shall be held in and throughout the City of Richwood, Texas, on the 1st day of May, 2021, being the first Saturday in May, between the hours of 7 a.m. and 7 p.m.. Voting will be held at the Richwood City Hall, 1800 Brazosport Blvd., Richwood, Texas. Voting will also be conducted at all the Vote Centers in Brazoria County, Texas that are listed on Exhibit A.

Section 2. That early voting by personal appearance will begin on April 19, 2021 and end on April 27, 2021. Early voting locations are attached as Exhibit B.

Section 3. That the election is ordered for the purpose of electing the following officers for the City:

Mayor and Council member Positions Two and Three

Section 4. That any person having the qualifications set out in Section 3.02 of the Charter of the City of Richwood for Mayor and Council member positions two and three may file an application to have his or her name placed on the official ballot as a candidate. Said application shall be accompanied by a loyalty affidavit of the candidate as prescribed by Section 141.031 of the Texas Election Code and said application shall be filed with the City Secretary as prescribed by Section 143.006 of the Texas Election Code not earlier than January 13, 2021 and not later than February 12, 2021.

Section 5. That said election shall be held in accordance with the Constitution and laws of the State of Texas and the Charter of the City of Richwood, and all duly qualified resident electors of the City of Richwood, Texas, shall be qualified to vote.

Section 6. JOINT ELECTION AGREEMENT APPROVED: The Mayor is authorized to execute the Joint Election Agreement between Brazoria County and Richwood. In the event of a conflict between this Ordinance and the Contract, the Contract shall control.

Section 7. NOTICES: This Ordinance shall serve as the Order of Election (as required by Section 3.001 of the Texas Election Code).

Section 8. NECESSARY ACTIONS: The Mayor or the City Secretary of the City of Richwood, in consultation with the City Attorney as needed, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and the Contract in carrying out and conducting the election, whether or not expressly authorized herein.

Section 9. If any part or portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

Section 10. This ordinance shall be in full force and effective immediately after its passage.

PASSED AND APPROVED on this 11th day of January, 2021.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary

APPROVED AS TO FORM:

Matthew Allen, City Attorney

EXHIBIT A

EXHIBIT B

EARLY VOTING BRANCH POLLING PLACES
LOS SITIOS DE VOTACIÓN AUXILIARES PARA VOTACIÓN ADELANTADA

Early voting by personal appearance will be conducted at the following locations:

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland WestWestside Event Center, 2150 Countryplace Pkwy
Shadow CreekPearland Westside Library, 2803 Business Center Dr #101
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building 2, 121 N 10th St

DATES AND HOURS:

April 19-23 8 AM – 5 PM
April 24 7 AM – 7 PM
April 26-27 7 AM – 7 PM

**CITY OF RICHWOOD
CHARTER REVIEW COMMISSION 2020**

MEMBERS:

Clint Kocurek – Chair
Lauren LaCount – Vice Chair
Patty Guthrie – Member
Kimberly Mayer – Member
Joshua Strawn – Member
Brittany Figaro – Member
Katie Johnson – Council Liaison

Staff Liaisons: Kirsten Garcia, City Secretary

General Comments:

The 2020 Charter Review Commission was appointed in October 2020. They met as available in four separate meetings beginning October 21, 2020 through January 6, 2021. The Commission was supported by administrative staff.

Recommendations:

Section 3.01. - Number, selection and term.

The legislative and governing body of the City shall consist of a Mayor and five council members and shall be known as the "City Council of the City of Richwood."

(1) The Mayor shall be elected from the City at large. The election of members of the City Council shall be by position from the City at large, designating council positions as position one through position five, inclusive, authorizing qualified voters to vote on a candidate for each council position and providing for interim determination of council positions by lot.

(2) The Mayor shall be the presiding officer of the City Council and shall be recognized as the head of the City government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties. The Mayor shall be entitled to vote only in the event it becomes necessary to break a tie vote.

(3) In each odd numbered year two council members and a Mayor shall be elected, and in each even numbered year three council members shall be elected.

(4) The Mayor and each council member shall hold office for a period of two years and until his/her successor is elected and qualified. **No person shall serve as Mayor or council member for more than three (3) consecutive terms in any position. One must be removed from City Council for a period of one (1) year to reapply.** All elections shall be held in the manner provided in article 5 of this Charter.

(5) All members of the City Council shall be subject to removal from office under the terms and conditions of the recall provisions of this Charter.

Rationale

The proposed amendment adds term limits to allow for new members of the board who may not feel comfortable opposing a long standing incumbent.

This report and recommendation is hereby presented to City Council on January 11, 2021.

Clint Kocurek, Chair

Lauren LaCount, Vice Chair

Patty Guthrie

Kimberly Mayer

Joshua Strawn

Brittany Figaro

**MAY 1, 2021 CHARTER AMENDMENT ELECTION
PROPOSED PROPOSITION BALLOT LANGUAGE**

Proposition A (*Proposición A*)

Shall Section 3.01(5) be amended to three (3) two-year terms of office for council members and mayor, requiring one (1) year removed from council before re-running for a position on City Council?



AGENDA MEMORANDUM

CONTACT: Kirsten Garcia, City Secretary

SUBJECT: May 1, 2021 Special Charter Election

SUMMARY: Consider approving an ordinance calling for special election on May 1, 2021 for the consideration of proposed amendments to the Richwood City Charter.

INFORMATION:

The 2020 Charter Review Commission was appointed in October 2020. They met as available in four separate meetings beginning October 21, 2020 through January 6, 2021. The Commission was supported by administrative staff.

The Commission recommends one proposed amendment to the Richwood City Charter.

Proposition A: Shall Section 3.01(5) be amended to three (3) two-year terms of office for council members and mayor, requiring one (1) year removed from council before re-running for a position on City Council?

Justification: The proposed amendment adds term limits to allow for new members of the board who may not feel comfortable opposing a long-standing incumbent.

RECOMMENDATION: Council to approve ordinance.

Thank you,

A handwritten signature in blue ink that reads "K. Garcia".

Kirsten Garcia

ORDINANCE NO. 21-476

AN ORDINANCE ORDERING AN ELECTION TO BE HELD IN THE CITY OF RICHWOOD, ON SATURDAY, MAY 1, 2021 FOR THE PURPOSE OF AMENDING THE CITY OF RICHWOOD HOME RULE CHARTER; PROVIDING FOR SEVERABILITY.

Whereas, the residents of the City of Richwood, approved the adoption the City of Richwood Home Rule Charter by majority vote on May 11, 2013;

Whereas, the City Council appointed six residents to serve as the Charter Review Commission at their first regularly scheduled meeting in October, 2020;

Whereas, the Charter Review Commission met and reviewed all sections of the Charter and presented their recommendations to City Council for approval to be placed on the May 1, 2021 ballot to be presented to the voters;

Whereas, the City Council finds it appropriate to call the special election to propose amendments to the City Charter be placed on the May 1, 2021 ballot to be presented to the voters; and

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

Section 1. That an election to amend the City of Richwood Home Rule Charter is hereby ordered and shall be held in and throughout the City of Richwood, Texas, on the 1st day of May, 2021, being the first Saturday in May, between the hours of 7 am and 7 pm. Voting locations are attached as Exhibit B.

Section 2. That early voting by personal appearance will begin on April 19, 2021 and end on April 27, 2021. Early voting locations are attached as Exhibit C.

Section 3. That the proposed text amendments are hereby attached as Exhibit A.

Section 4. That the election is ordered for the purpose of submitting the following proposed amendments to the Home Rule Charter of the City of Richwood to the qualified voters:

Proposition A

Shall Section 3.01(5) be amended to three (3) two-year terms of office for council members and mayor, requiring one (1) year removed from council before re-running for a position on City Council?

Section 6. That said election shall be held in accordance with the Constitution and laws of the State of Texas and the Charter of the City of Richwood, and all duly qualified resident electors of the City of Richwood, Texas, shall be qualified to vote.

Section 7. NECESSARY ACTIONS: The Mayor or the City Secretary of the City of Richwood, in consultation with the City Attorney as needed, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and the Contract in carrying out and conducting the election, whether or not expressly authorized herein.

Section 8. If any part or portion of this ordinance shall be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair any remaining portions or provisions of this ordinance.

PASSED AND APPROVED on this 11th day of January 2021.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

R. P. Matthew Allen, City Attorney

EXHIBIT A

Proposed Text Amendments to the City of Richwood Home Rule Charter

PROPOSITION A

Section 3.01. - Number, selection and term.

The legislative and governing body of the City shall consist of a Mayor and five council members and shall be known as the "City Council of the City of Richwood."

(1) The Mayor shall be elected from the City at large. The election of members of the City Council shall be by position from the City at large, designating council positions as position one through position five, inclusive, authorizing qualified voters to vote on a candidate for each council position and providing for interim determination of council positions by lot.

(2) The Mayor shall be the presiding officer of the City Council and shall be recognized as the head of the City government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties. The Mayor shall be entitled to vote only in the event it becomes necessary to break a tie vote.

(3) In each odd numbered year two council members and a Mayor shall be elected, and in each even numbered year three council members shall be elected.

(4) The Mayor and each council member shall hold office for a period of two years and until his/her successor is elected and qualified. **No person shall serve as Mayor or council member for more than three (3) consecutive terms in any position. One must be removed from City Council for a period of one (1) year to reapply.** All elections shall be held in the manner provided in article 5 of this Charter.

(5) All members of the City Council shall be subject to removal from office under the terms and conditions of the recall provisions of this Charter.

EXHIBIT B

EXHIBIT C

EARLY VOTING BRANCH POLLING PLACES *LOS SITIOS DE VOTACIÓN AUXILIARES PARA VOTACIÓN ADELANTADA*

Early voting by personal appearance will be conducted at the following locations:

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Main)	East Annex, 1524 E Mulberry
Alvin	Alvin Library, 105 S Gordon
Brazoria	Brazoria Library, 620 S Brooks
Freeport	Freeport Library, 410 Brazosport Blvd
Lake Jackson	Lake Jackson Library, 250 Circle Way
Manvel	North Annex, 7313 Corporate Dr
Pearland East	Tom Reid Library, 3522 Liberty Dr
Pearland West	Westside Event Center, 2150 Countryplace Pkwy
Shadow Creek	Pearland Westside Library, 2803 Business Center Dr #101
Sweeny	Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia	Precinct 4 Building 2, 121 N 10 th St

DATES AND HOURS:

FECHAS Y HORAS

April 19-23	8 AM – 5 PM
April 24	7 AM – 7 PM
April 26-27	7 AM – 7 PM



AGENDA MEMORANDUM- JANUARY 11, 2021

ITEM # CONSENT

CONTACT: Patricia Ditto, Deputy Finance Director
Eric Foerster, City Manager

SUBJECT: Budget Amendment to replace and/or repair a section of sewer line in the Magnolia Court area

SUMMARY:

Public Works is presenting Council with two options for remediating a sewer issue in the Magnolia Court area. The first option with a quoted cost of \$18,700, would repair the sewer line in the area, remediating the immediate problem. It would not address the overlying issue with the sewer line in this area. The second option, with a quoted cost of \$148,000, would provide an engineered solution by replacing a larger portion of the sewer line, giving the city and the residents of the Magnolia Court area a long term solution to the problem currently being seen as well as preventing future issues.

BACKGROUND INFORMATION:

A copy of the each is attached.

FISCAL IMPACT: Option one would increase expenditures from the Enterprise fund, reducing net income by the amount of \$18,700. Option two would be a capital expenditure, requiring a transfer from the Enterprise fund to the Utility Capital Improvements fund. The cost would be capitalized and depreciated over time. This transaction would reduce net position of the Enterprise Fund, reducing Reserve – Construction equity line.

RECOMMENDATION: Council to determine and approve the option they find most appropriate.

Magnolia Sewer Line

Write a description for your map.

- Flow
- Manhole Location
- ★ Point of concern

Legend



Where this line leaves the manhole is a few inches higher than where the Magnolia line comes into the manhole causing the Magnolia Line to stay surcharged to a small degree.

At this point our camera goes completely under water.

We can see a build up of debris at this location (grease, solids, etc.). Public Works flushes this line monthly, so it's believed that the build up reoccurs. We have evidence of this because we see grease accumulating in the manhole beside this location.

Magnolia Ln.









RESOLUTION 2021-R-

**A RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO
INCREASE SEWER LINE MAINTENANCE & REPAIR FOR MAGNOLIA COURT
REPAIR**

WHEREAS, the City of Richwood City Council adopted a budget for the City of Richwood, Texas, for the fiscal year 2020-2021 in September 2020;

WHEREAS, Public Works Director Clif Custer has obtained a quote to repair the sewer line in the Magnolia Court area from Strand Associates in the amount of \$18,700;

WHEREAS, staff asks that Council approve a budget amendment increasing 30-20-5390 Sewer Line M&R by \$18,700.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS HEREBY AMENDS THE FISCAL YEAR 2019-2020 BUDGET AS FILED WITH THE CITY SECRETARY AS FOLLOWS:

Water & Sewer Fund

Increase to Budget – Expenditures	\$18,700.00
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PASSED AND APPROVED on this 11th day of January 2021.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary

RESOLUTION 2021-R-

**A RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO
INCREASE SEWER LINE MAINTENANCE & REPAIR FOR MAGNOLIA COURT
REPAIR**

WHEREAS, the City of Richwood City Council adopted a budget for the City of Richwood, Texas, for the fiscal year 2020-2021 in September 2020;

WHEREAS, Public Works Director Clif Custer has obtained a quote to replace and repair the sewer line in the Magnolia Court area from Strand Associates in the amount of \$148,000;

WHEREAS, staff asks that Council approve a budget amendment to add a transfer from Fund 30 Water & Sewer to Fund 32 Utility Capital Improvements in an amount not to exceed \$148,000 for payment and recording of project costs, which will then be capitalized at year end.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS HEREBY AMENDS THE FISCAL YEAR 2019-2020 BUDGET AS FILED WITH THE CITY SECRETARY AS FOLLOWS:

Water & Sewer Fund

Increase to Budget – Transfers out	\$148,000.00
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Utility Capital Improvements Fund

Transfer in from Enterprise Fund	\$148,000.00
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PASSED AND APPROVED on this 11th day of January 2021.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary



AGENDA MEMORANDUM-JANUARY 11, 2021

ITEM

CONTACT: Patricia Ditto, Deputy Finance Director

SUBJECT: Elimination of Interfund Debt owed by the Enterprise Fund 30 to General Fund 10, Replacement Fund 13, and Transportation Fund 25

SUMMARY: Request to eliminate interfund debt as recommended by auditors and staff

The Finance office, with the support of our previous auditors, have presented a proposal to eliminate interfund debt to Council at an earlier meeting. It is my understanding that the background knowledge was insufficient and there was confusion regarding a utility rate increase and its perceived effect on the debt. In November 2019, Council approved a rate increase for water & sewer. A portion of this increase was designated to cover the cost of debt. However, it appears to have been as to what debt it was to affect, and it was thought by some that it would reduce this interfund debt. In my research, I have determined that the rate increase was to assist the enterprise fund in making debt payments on our current bond debt incurred for the North Water Plant project. It was not intended to pay to the General Fund for the interfund debt. The interfund debt has an unclear history, made less clear with the lack of historical documentation available within the Finance office. It seems to have grown from costs paid by the General Fund on behalf of the Enterprise fund, transfers necessary for the operation of the Enterprise Fund, as well as bookkeeping errors over the years. In addition, smaller debts owed to Replacement and Transportation funds have been carried forward with the same dubious history

History of debt to General Fund

- In 2015, at time of conversion to a new accounting system, the balance of \$446,169.02 was entered as Due to GF from Water & Sewer
- Over time, the balance grew with entries for payroll, inspection fees, and interest
- Payments were made on the debt throughout 2016, 2017 & 2018.
- Adjusting journal entries were made during audit that affected the balance
- During the FY19 audit, the debt in the amount of \$474,930.75 was moved to 10-29-1150 LT Receivable – Water & Sewer
- During the FY19 audit, an entry was made reducing the amount due by \$96,741.71
- General Fund shows \$65,562.50 due to Water & Sewer – this comes from amounts collected in General Fund from utility payments in 2019.
- Interest was eliminated on the debt in FY 2019
- Current net Balance \$312,626.54

Debt to Replacement

- Replacement Fund shows \$17,348.92 as a LT Loan receivable & \$883.43 as due from W&S.
- These amounts were put in at conversion in 2016 and I have no available history documentation

Debt to Transportation

- Transportation Funds shows \$60,883.04 as a LT Loan receivable due from W&S. This was incurred by collected transportation fees that were collected with utility bills. JE 109 on 9/30/18 looks to have an error where they doubled the amount owed to Transportation, adding approximately the amount now shown due.

Recommendation

It has been recommended by our previous auditors and verified by our current auditors that these interfund debts need to be eliminated. I as Finance Director agree.

- These amounts are not spendable by any fund as they are restricted to the debt
- Elimination will allow the Enterprise fund to carry a better credit rating for obtaining additional debt if needed

Therefore, it is recommended that council approve the elimination of the debt shown as owed by the Enterprise Fund to General Fund, Replacement Fund and Transportation Fund. Fund balances will not change with this transaction. Available cash between funds will adjust to replace receivables and liabilities.

The following journal entry will be made to eliminate the debts between the funds. The auditors have recommended that this entry be made with a date of 9/30/2020, so that FY20 financial statements will be free of this debt. This will not change fund balances but will reduce debt and receivables and adjust cash balances within our pooled cash.

Journal Entries

Fund	Account	Description	Debit	Credit
10	29-1150	LT Loan Receivable - W&S		378,189.04
10	29-2150	Due to Water & Sewer	65,562.50	
13	52-1150	LT Loan Receivable - W&S		17,348.92
13	52-1116	Due from Enterprise Fund		883.43
25	40-1150	LT Loan Receivable - W&S		60,883.04
30	30-1235	Due from General Fund		65,562.50
30	30-2155	Due to Replacement	883.43	
30	30-2250	LT Loan Payable - GF	378,189.04	
30	30-2251	LT Loan Payable - Replacement	17,348.92	
30	30-2252	LT Loan Payable - Transportation	60,883.04	
10	29-1101	Pooled Cash	312,626.54	
13	52-1101	Pooled Cash	18,232.35	
25	40-1101	Pooled Cash	60,883.04	
30	30-1101	Pooled Cash		391,741.93

To eliminate Interfund debt

RESOLUTION 2021-R-36

A RESOLUTION AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ELIMINATE INTERFUND DEBT

WHEREAS, the City of Richwood maintains interfund debt between the Water & Sewer Enterprise Fund and the General Fund, the Transportation Fund and the Replacement Fund for a total of \$457,303;

WHEREAS, it has been recommended by our prior audit firm and approved by our current audit firm to eliminate this debt, thus reducing the debt balance for the enterprise fund and reducing the receivables for the other funds involved;

WHEREAS, staff asks that Council approve an elimination entry to remove the Long Term Payable from Enterprise to General Fund, Transportation & Replacement Funds.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS HEREBY ELIMINATE THE INTERFUND DEBT AS FILED WITH THE CITY SECRETARY AS FOLLOWS:

Water & Sewer Fund

Decrease Account 30-30-2155 Due to Replacement	\$ 883.43 Db
Decrease Account 30-30-1235 Due from General Fund	65,562.50 Cr
Decrease Account 30-30-2250 LT Loan Payable – General Fund	378,189.04 Db
Decrease Account 30-30-2251 LT Loan Payable – Replacement	17,348.92 Db
Decrease Account 30-30-2252 LT Loan Payable – Transportation	60,883.04 Db
Decrease Account 30-30-1101 Pooled Cash	391,741.93 Cr

General Fund

Decrease Account 10-29-1150 LT Receivable – W&S	\$ 378,189.04 Cr
Decrease Account 10-29-2150 Due to Water & Sewer	65,562.50 Db
Increase Account 10-29-1101 Pooled Cash	312,626.54 Db

Transportation Fund

Decrease Account 25-40-1150 LT Loan Receivable – W&S	\$ 60,883.04 Cr
Increase Account 25-40-1101 Pooled Cash	60,883.04 Db

Replacement Fund

Decrease Account 13-52-1150 Lt Loan Receivable – W&S	\$ 17,348.92 Cr
Decrease Account 13-52-1116 Due from Enterprise Fund	883.43 Cr
Increase Account 13-52-1101 Pooled Cash	18,232.35 Db

PASSED AND APPROVED on this 11th day of January 2021.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2019 by and between the CITY OF RICHWOOD, Texas, hereinafter referred to as the "City" and the RICHWOOD VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the "RVFD". The RVFD is a municipal volunteer fire department created pursuant to Texas Government Code, Title 4, Subsection B, Chapter 419 administered by the City for the provision of emergency services for fires and other emergencies within Richwood and its extraterritorial jurisdiction.

WITNESSETH:

WHEREAS, the Texas Government Code, Title 4, Subtitle B, Chapter 419 provides methods by which cities may provide for fire protection in a fire City of Richwood and its extraterritorial jurisdiction. One (1) method cities may use is to contract with an incorporated nonprofit volunteer fire department;

WHEREAS, the City has elected to provide fire protection services and, at the option of the RVFD, to also provide rescue and first responder services within the boundaries of the City and its extraterritorial jurisdiction; and

WHEREAS, the RVFD has the ability to provide and is able to provide said services within the boundary of the City and its extraterritorial jurisdiction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained the parties hereto contract and agree as follows:

1. Collection of Voluntary Contributions. The City contracts and agrees it will permit a \$1.50 voluntary contribution, which shall be collected by the City pursuant to Section 6-2 of the City Ordinance. Funds shall be collected and maintained by the City.

2. Scope of Services to be Provided. The RVFD shall provide and furnish adequate fire protection services, which shall include necessary equipment, personnel, and any and all other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419 for all persons and property located within the City and its extraterritorial jurisdiction. In addition, the RVFD will furnish services, free of charge, to all persons and individuals within the City and its extraterritorial jurisdiction. The RVFD, at its election, shall provide and furnish rescue and first responder services, including the necessary equipment, personnel and other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419. For purposes of this Agreement the term "rescue" shall be defined as the furnishing of services to protect persons within the City and its extraterritorial jurisdiction from injury or death; and the term "first responder" shall be defined as the "furnishing of services in emergencies in accordance with guidelines provided by Section 4.08 of the Richwood City Ordinance Regulating First Responder and Rescue Services in Richwood for the protection of persons within the City of Richwood and its extraterritorial jurisdiction from injury or death."

3. Exclusive use of Funds Paid to the RVFD. All funds paid to the RVFD by the City shall be used exclusively by the RVFD to provide the fire protection services within the City of Richwood and its extraterritorial jurisdiction. Moreover, the RVFD, at its election, may use said funds for the following:

Commented [MA1]: Not sure what this paragraph is saying. I would remove "One (1)..."

Commented [MA2]: What does at its election mean? When will we know if they have elected to provide rescue services or not?

Commented [SMB3]: Somewhere in this section should also be included a requirement that the fire department produce mou's for mutual aid response to our city from theirs and our city to theirs. There maybe a standing agreement with the Brazoria county firefighter's association or Brazoria County... (When the county provided each city with a county bought fire truck (pre-2000) a mutual aid clause was a part of the contract requiring the fire department to respond with that vehicle to any mutual aid calls anywhere in the county). Also... if memory serves correctly, in lieu of providing a county fire truck every 20 or so years, the county pays each department \$15,000 per year for providing mutual aid within the county jurisdictions.

- 45 a) to provide first responder services within the City and its extraterritorial
46 jurisdiction; and
47
48 b) to pay legitimate fire, rescue, and first responder expenses attributable to the
49 services rendered within the City and its extraterritorial jurisdiction.
50

51 4. Compliance with all State and City Laws, Ordinances and Regulations. The RVFD shall operate
52 in compliance with all applicable State and local laws, ordinances and regulations including, but not limited
53 to the Texas Government Code, Title 4, Subtitle B, Chapter 419. The RVFD shall submit incident reports to
54 the City Manager's Office by the 10th of each and every month in accordance with said directives. The
55 RVFD further agrees to file with the City Manager's Office a current list of its Board of Directors, and a
56 roster of its fire department personnel, an annual training report, and a list of all apparatus and equipment
57 including pump and tank size, and specialized fire suppression equipment, no later than June 30th of each
58 year.
59

60 5. Inspection of all Books and Accounts. It is agreed the City may inspect all books and accounts
61 of the RVFD at any reasonable time. It is further agreed the RVFD will present to the City along with their
62 budget, an annual audit by a Certified Public Accountant, which audit shall be in conformity with the most
63 recent version audit policies of the City and Texas Government Code, Title 4, Subtitle B, Chapter 419. RVFD
64 will present fiscal year quarterly financial reports to City Council, in accordance with the City's Investment
65 Policy adopted by City Council on July 8, 2019; which will include regular financial statements including
66 but not limited to: statement of activities, balance sheet, and statement of cash flows and investment
67 activities. The RVFD will also be required to supply a list of uniform and bunker gear inventory, by type,
68 status, and date of replacement, so that the City can adequately budget for fire gear. The City may conduct
69 an audit or inspection of gear for verification and validity of stated shelf life or serving needs. Financial
70 information requested may be modified by the City upon ninety (90) days' notice to the RVFD.
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72 6. Quarterly Performance Metrics. It is agreed the RVFD will supply quarterly performance metric
73 data to the City. Performance metrics are measurable or quantifiable and will be used to measure
74 efficiency of funding allocated by the City, etc. Performance metrics will be established by City which may
75 include but are not limited to: numbers of calls responded to; response times of calls, types of calls
76 received; number of arson cases; number of cases transferred to other jurisdictions for investigation;
77 number safety and other types of inspections completed; number of breathing apparatuses tested and
78 results, manifest of equipment by type and date to be serviced for preventive maintenance; training
79 attended; certifications earned; etc. Metrics and data requested may be modified by the City upon ninety
80 (90) days' notice to the RVFD.
81

82 8. Budgeting. The RVFD shall comply with City budgeting procedures, along with any and all
83 procedures required by state law. In addition, the RVFD shall submit annual budget estimates in
84 accordance with established City budget timetables along with a supporting letter of request for a
85 proposed tax rate signed by the RVFD's president upon approval of its Board of Directors. The City will
86 provide the RVFD with standard forms for budget submission and the RVFD shall use such standard forms.
87

88 9. RVFD's Formation Documents. The RVFD will file with the City Manager a true copy of its
89 Articles of Incorporation, Bylaws, and standard operating guidelines, and shall furnish any changes made
90 thereto not less than thirty (30) days prior to their effective dates. Further, the RVFD agrees to amend its
91 Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a Texas
92 nonprofit corporation, as required by the provisions of the Business Organization Code, Title 2, Chapter

Commented [SMB4]: Suggest.... "The Fire Department shall submit a summary report of fire department calls responded to within the month (including number of personnel on each call and total man hrs accumulated for each call), current department staffing (both active/inactive), Monthly training hours (total/avg per firefighter), and month to date/year to date mileage driven for all fire department vehicles.

22. Further RVFD members shall adhere to and abide by all requirements of the Richwood Employee Manual. At which time, a RVFD recruit is entered into service, the recruit shall be given a copy of the Richwood Employee Manual and agree to abide by the City's terms of employment. RVFD agrees to abide by public entity purchasing requirements as defined in the Texas State Comptroller's Local Government Code §252.021 - .0436, 262.021 - .030, and 271.021 - .029, which apply to purchases exceeding \$50,000.00 USD.

10. Dissolution or wind up of RVFD

a) In the event the Fire Department (i) dissolves or (ii) ceases to provide any fire protection services, rescue services, or first responder services within the City of Richwood and its extraterritorial jurisdiction, then the Fire Department shall deliver, release, and convey to the City all of its equipment, cash, or other assets to be used by the City exclusively for the provision of fire protection services, rescue services, or first responder services within the City of Richwood and its extraterritorial jurisdiction: provided, however, the following items shall be exempt from the provisions of this Paragraph 10: (i) any real estate leased by the Fire Department and (ii) any funds held by the Richwood Firemen's Association, Inc., a 501(c)(3) corporation.

b) Any equipment conveyed to the City under sub-Paragraph 10(a) shall be subject to any lease-purchase obligations of the Fire Department.

11. Release, Hold Harmless and Indemnification of the City. THE RVFD ON BEHALF OF THE RVFD AND ITS REPRESENTATIVES, SUCCESSORS, ASSIGNS, GUESTS, INVITEES, AGENTS, OR ANY OTHER ASSOCIATED INDIVIDUALS OR ENTITIES THEREWITH (COLLECTIVELY "RELEASOR PARTIES"), AS THE RELEASING PARTY, DO HEREBY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE CITY, ALONG WITH THE CITY'S MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, LAWSUITS AND CAUSES OF ACTION BY RVFD RELATED OR INCIDENTAL TO RVFD'S SERVICES, WHETHER CAUSED BY THE SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE OF THE CITY AND RESULTING IN DAMAGE TO PERSONAL PROPERTY, BODILY INJURY, OR DEATH.

12. Insurance. The City shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:

a) Comprehensive Automobile Liability Insurance with combined single limits of at least one-million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.

b) Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.

- 140
- 141 c) Comprehensive General Liability Insurance with limits of at least one million dollars
- 142 (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) aggregate. The
- 143 aggregate shall apply per named insured and per insured location. The policy shall include
- 144 the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good
- 145 Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or
- 146 property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal
- 147 Liability with limits of one-million dollars (\$1,000,000), Pollution Liability arising out of
- 148 emergency operations, training activities or equipment wash downs. D. Directors and
- 149 Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per
- 150 occurrence with two-million dollars(\$2,000,000) aggregate. This policy shall include
- 151 coverage for prior acts. The insureds shall include current volunteers and employees,
- 152 former volunteers and employees, and any persons or organizations providing service to
- 153 the Department under a mutual aid or similar agreement. Coverage shall include civil
- 154 rights type suits such as discrimination and sexual harassment; liability arising out of the
- 155 administration of benefit plans for employees or volunteers and employment related
- 156 practice suites. Coverage shall include claims made for future compensation and benefits
- 157 lost from wrongful termination of an employee.
- 158
- 159 d) Umbrella Liability Insurance with limits of at least one-million dollars (\$1,000,000) per
- 160 occurrence and One-Million Dollars (\$1,000,000) aggregate. The umbrella policy shall
- 161 provide excess coverage over the Auto Liability Policy, General Liability Policy, and the
- 162 Employer's Liability Section of the Workers' Compensation Policy. Volunteers and
- 163 employees shall be included as insureds.
- 164
- 165 e) The Department shall maintain Property Insurance protecting against the risk of direct
- 166 physical loss or damage. The policy covering the building shall be written on a Guaranteed
- 167 Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and
- 168 Earthquake. Coverage shall include Commandeered Property in the amount of two-
- 169 hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a
- 170 replacement cost basis. Coinsurance penalties shall not apply.
- 171
- 172 f) Portable Equipment Coverage shall be provided protecting against the risk of direct
- 173 physical loss or damage, including electrical surges. Coverage shall be provided on a
- 174 Guaranteed Replacement Cost Basis.
- 175
- 176 g) The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and
- 177 Management Liability Policy shall name the County as an additional insured. The
- 178 Department shall furnish the County with Certificates of Insurance showing the type of
- 179 policy, limits of liability, name of insurance companies, policy numbers, effective dates
- 180 and expiration dates of policies.
- 181
- 182 h) Workers' Compensation Insurance covering all volunteers and salaries firefighters
- 183 meeting statutory limits in compliance with applicable State and Federal Laws.
- 184

Commented [LK5]: Possibly consider removing this paragraph. Currently, the City is covering the property insurance through TML, as the fire department is a City-owned building.

Commented [MA6R5]: What is the rate difference?

- i) Each policy shall also contain a ten (10) day notice to the City in the event of cancellation or modification of any stipulated insurance coverage.

Commented [SM7]: Requires City Manager's/Human Resource Director's input.

13. Non-discrimination. In connection with the performance of this Agreement, the RVFD agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, religion, color, sex, age, disability or national origin. Employees, members and applicants must however, be competent and capable to perform the requirements of the job. The RVFD agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, disability or national origin.

14. Successive Renewal Periods. This Agreement is effective as of INSERT DATE and shall automatically renew for successive terms of one (1) year each unless terminated as hereinafter provided. Either party may terminate this Agreement effective at the end of any fiscal year by giving the other party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.

Commented [SM8]: City Manager to determine effective date

15. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the parties hereto.

16. Agreement Binding on Successors. The parties expressly agree this Agreement shall adhere to the benefit of, and be binding upon, the parties, their respective predecessors, assigns, successors, agents, heirs, personal representatives, administrators, executors and legal representatives and all persons, firms or corporations connected therewith forever, and that the terms and provisions of this Agreement are valid, binding and enforceable against each and all of them.

17. Waiver. That the failure of either party to exercise any right granted hereunder, or to insist upon strict compliance by the other party with its respective obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver by either party to require exact compliance with the terms hereof.

IN WITNESS WHEREOF, the City has caused this instrument to be executed by the Mayor of the City of Richwood and attested by the Clerk to said Board, and the RVFD has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

CITY OF RICHWOOD

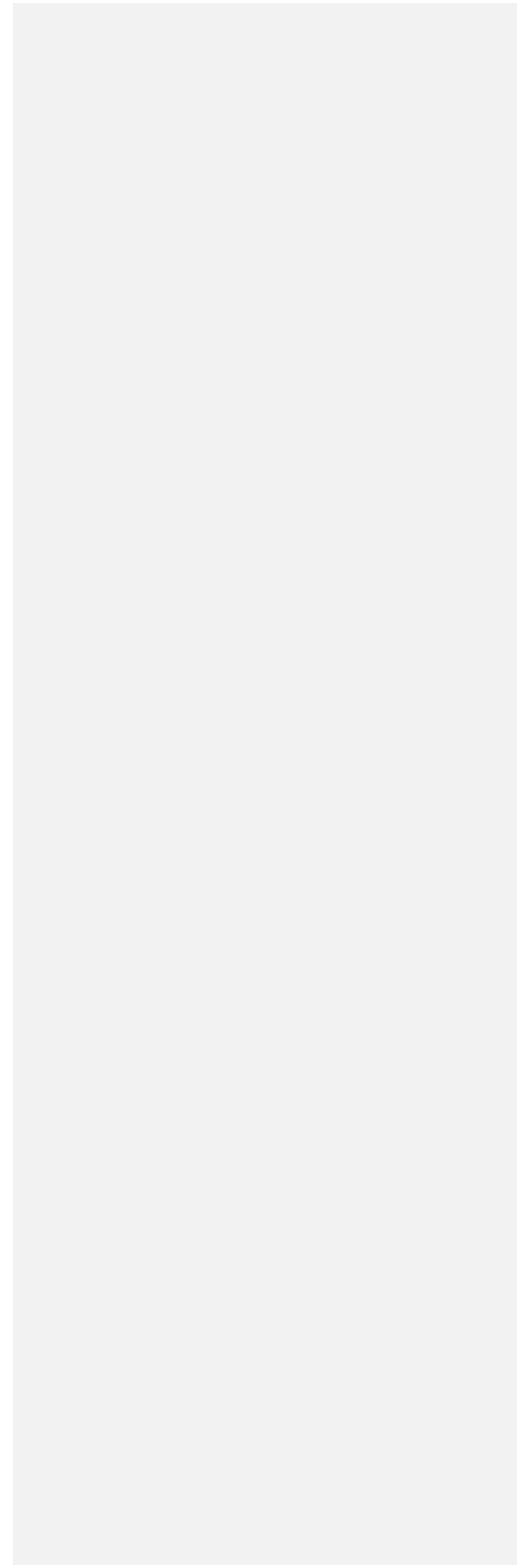
BY: _____
Steven Boykin, Mayor

229 ATTEST:
230 _____
231 Lindsay Koskiniemi, Richwood Interim City Manager
232 (City Seal)

Richwood Volunteer Fire Department

By: _____
President

235 ATTEST:
236 _____
237 _____
238 Secretary
239 (Corporate Seal)





01.06.2021

Mayor and Council,

I have reviewed the history of contract negotiations with the fire department. It appears to me that the original intent of the contract was to meet the needs of a strategic plan from 2017, which included an agreement for fire services.

While this is very common, in a community our size, I think a MOU (Memorandum of Understanding) will fill the requested requirement. The fire department has served our city since the early 60's without any formal contract.

A request was made by a council member to bring this back before council for review.

It is my suggestion that we simply draft a MOU to meet the requirements of the strategic plan and any specific needs council may request. We can then bring the MOU back to council for review and approval.

If a formal contract is requested, I believe we would then need to put fire protection out to bid due to the dollar amount of the contract, which in FY21 is 255,743.

I have included the former drafts of the contract for review in the council packet.

Respectfully,

Eric Foerster, MPA, CPM

- Gov'tal compment unit P#1s
Audit ⇒ Professional Review

1	CONTRACT AND AGREEMENT	Formatted: Space After: 0 pt
2	THIS CONTRACT AND AGREEMENT (this "Agreement"), made and entered into this ____ day of	Formatted: Justified, Indent: First line: 0.5", Space
3	_____, 2019 8 by and between the CITY OF RICHWOOD, <u>Texas</u> , hereinafter referred to as the	After: 0 pt, Line spacing: single
4	"City" and the RICHWOOD VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the "RVFD Fire	
5	Department". <u>The RVFD is a municipal volunteer fire department created pursuant to Texas Government</u>	
6	<u>Code, Title 4, Subsection B, Chapter 419 administered by the City for the provision of emergency services</u>	
7	<u>for fires and other emergencies within Richwood and its extraterritorial jurisdiction.</u>	
8		
9	WITNESSETH:	Formatted: Space After: 0 pt
10	THAT WHEREAS, the Texas Government Code, Title 4, Subtitle B, Chapter 419 provides	Formatted: Indent: Left: 0.5", Space After: 0 pt, Line
11	methods by which cities may provide for fire protection in a fire City of Richwood and its	spacing: single
12	extraterritorial jurisdiction. One (1) method cities may use is to contract with an incorporated	
13	nonprofit volunteer fire department;	Commented [MA1]: Not sure what this paragraph is
14	and	saying. I would remove "One (1)..."
15	WHEREAS, the Richwood Fire Department is a volunteer department created pursuant to	Formatted: Indent: Left: 0.5", Space After: 0 pt
16	Texas Government Code, Title 4, Subtitle B, Chapter 419; and	
17	WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection	
18	service purposes as defined in Texas Government Code, Title 4, Subtitle B, Chapter 419; and	
19	WHEREAS, the City has elected to provide fire protection services and, at the option of	Formatted: Indent: Left: 0.5", Space After: 0 pt, Line
20	the Fire Department RVFD, to also provide rescue and first responder services within the	spacing: single
21	boundaries of the City of Richwood and its extraterritorial jurisdiction, by contracting with the	
22	Fire Department to provide such services; and	
23		
24	WHEREAS, the Fire Department RVFD has the ability to provide and is able willing to	
25	provide said services within the boundary of the City of Richwood and its extraterritorial	
26	jurisdiction.	
27	AGREEMENT	Formatted: All caps
28	NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained the	Formatted: Centered, Indent: First line: 0", Space After:
29	parties hereto contract and agree as follows:	0 pt
30	1. <u>Selection of Voluntary Contributions.</u> The City contracts and agrees that it will permit to be	Formatted: Space After: 0 pt
31	collected a \$1.50 voluntary contribution, which shall be collected by the City pursuant to Section 6-2 of	Formatted: Space After: 0 pt, Line spacing: single
32	the Richwood City Ordinance. <u>distributed in full to VFD at least quarterly.</u>	Formatted: Font: Italic, Underline
33	2. That a special or separate fund shall be collected and maintained by the City for funds	
34	collected as a result of said voluntary contributions.	
35		
36	23. <u>Scope of Services to be Provided.</u> The Fire Department RVFD shall provide and furnish adequate	Formatted: Font: Italic, Underline
37	fire protection services, which shall include and will provide the necessary equipment, personnel, and any	
38	and all other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419 for	
39	all persons and property located within the City of Richwood and its extraterritorial jurisdiction. In	
40	addition, the RVFD and will furnish services, free of charge, to all persons and individuals within the City	
41	of Richwood and its extraterritorial jurisdiction. The Fire Department RVFD, at its election, shall	
42	provide and furnish rescue and first responder services, including the necessary equipment, personnel	Commented [MA2]: What does at its election mean?
43	and other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419. For	When will we know if they have elected to provide rescue

Look@ ETJ - their not paying taxes, so are they included in the free of charge?

- Vela suggested offsetting w/ successful fundraisers.

Look into this and see if it makes sense.

★ Fire Marshall interlocal w/ County

44 purposes of this Agreement the term "rescue" shall be defined as the furnishing of services to protect
45 persons within the City of Richwood and its extraterritorial jurisdiction from injury or death; and the term
46 "first responder" shall be defined as the "furnishing of services in emergencies in accordance with
47 guidelines provided by Section 4.08 of the Richwood City Ordinance Regulating First Responder and
48 Rescue Services in Richwood for the protection of persons within the City of Richwood and its
49 extraterritorial jurisdiction from injury or death."

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50 → Again, look @ this.

51 43. Exclusive use of Funds Paid to the RVFD. That all funds paid to the Fire Department RVFD by
52 the City shall be used exclusively by the Fire Department RVFD to provide the fire protection services
53 within the City of Richwood and its extraterritorial jurisdiction; Moreover, the RVFD and the Fire
54 Department may also, at its election, may use said funds for the following:

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55 a) to provide first responder services within the City of Richwood and its
56 extraterritorial jurisdiction; and and

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57
58 b) to pay other legitimate fire, rescue, and first responder expenses attributable
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62 54. Compliance with all State and City Laws, Ordinances and Regulations. The Fire
63 Department RVFD shall operate in compliance with and all applicable State and local laws, ordinances and
64 regulations including, but not limited to the Texas Government Code, Title 4, Subtitle B, Chapter 419. The
65 Fire Department RVFD shall submit incident reports to the City Manager's Office by the 10th of
66 each and every month in accordance with said directives. The Fire Department RVFD further agrees to file
67 with the City Manager's Office a current list of its Board of Directors, and a roster of its fire department
68 personnel, an annual training report, and a list of all apparatus and equipment including pump and tank
69 size, and specialized fire suppression equipment, no later than July 31st June 30th of each year.

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71 65. Inspection of all Books and Accounts. It is agreed that the City may inspect all books and
72 accounts of the Fire Department RVFD at any reasonable time. It is further agreed that the RVFD Fire
73 Department will present to the City along with their budget, an annual audit by a Certified Public
74 Accountant, which audit shall be in conformity with the most recent version audit policies of the City and
75 Texas Government Code, Title 4, Subtitle B, Chapter 419. RVFD will present fiscal year quarterly financial
76 reports to City Council, in accordance with the City's Investment Policy adopted by City Council on July 8,
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to be serviced for preventive maintenance; training attended; certifications earned; etc. Metrics and data requested may be modified by the City upon ninety (90) days' notice to the RVFD.

Include language to say metrics' to be agreed upon by both parties and subject to change based on need.

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10. Dissolution or wind up of RVFD

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a)

- b) (b) Any equipment conveyed to the City under sub-Paragraph 10(a) shall be subject to any lease-purchase obligations of the Fire Department.

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~~12. Insurance. The Fire Department agrees to hold harmless and indemnify the City from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the City caused by any act or omission of the Fire Department, its agents and employees.~~ The City shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following

insurance coverage:

~~A. Comprehensive Automobile Liability Insurance with combined single limits of at least one-million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided.~~

Auto

~~pollution liability shall be included in the coverage.~~

~~a)~~

~~B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.~~

~~b)~~

~~C. Comprehensive General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one-million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs. D. Directors and Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence with two-million dollars~~

~~(\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims~~

~~made for future compensation and benefits lost from wrongful termination of an employee.~~

~~c)~~

~~E. Umbrella Liability Insurance with limits of at least one-million dollars (\$1,000,000) per occurrence and One-Million Dollars (\$1,000,000) aggregate. The umbrella policy shall provide~~

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- calls
- % business mtgs. annually
- % training annual
- # yrs. before vested

excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

d)

City

~~F.~~ The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis.

with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.

e)

~~G.~~ Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.

f)

~~H.~~ The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Department shall furnish the County with Certificates of Insurance showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.

~~I.~~ Workers' Compensation Insurance covering all volunteers and salaries firefighters meeting statutory limits in compliance with applicable State and Federal Laws.

h)

i) ~~J.~~ Each policy shall also contain a ten (10) day notice to the City in the event of cancellation or modification of any stipulated insurance coverage.

113. Non-discrimination. In connection with the performance of this Agreement, the Fire Department/RVFD agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, religion, color, sex, age, disability or national origin. Employees, members and applicants must however, be competent and capable to perform the requirements of the job. The Fire Department/RVFD agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, disability or national origin.

124. Successive Renewal Periods. This Agreement is effective as of INSERT DATE and shall automatically renew for successive terms of one (1) year each unless terminated as hereinafter provided. Either party may terminate this Agreement effective at the end of any fiscal year by giving the other party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.

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Commented [LK5]: Possibly consider removing this paragraph. Currently, the City is covering the property insurance through TML, as the fire department is a City-owned building.

Commented [MA6R5]: What is the rate difference?

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Commented [SM7]: Requires City Manager's/Human Resource Director's input.

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Commented [SM8]: City Manager to determine effective date

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153. Entire Agreement. This Agreement sets forth the entire understanding of the parties and ~~supersedessupersedes~~ any and all prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the parties hereto.

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164. Agreement Binding on Successors. The parties expressly agree this Agreement shall adhere to the benefit of, and be binding upon, the parties, their respective predecessors, assigns, successors, agents, heirs, personal representatives, administrators, executors and legal representatives and all persons, firms or corporations connected therewith forever, and that the terms and provisions of this Agreement are valid, binding and enforceable against each and all of them.

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~~That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.~~

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175. Waiver. That the failure of either party to exercise any right granted hereunder, or to insist upon strict compliance by the other party with its respective obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver by either party to require exact compliance with the terms hereof.

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IN WITNESS WHEREOF, the City has caused this instrument to be executed by the Mayor of the City of Richwood and attested by the Clerk to said Board, and the ~~Fire Department~~RVFD has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

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CITY OF RICHWOOD

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BY: _____

~~Mark Guthrie~~Steven Boykin, Mayor

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265 ATTEST:

266 _____

267 _____

268 ~~Michael Coon~~Lindsay Koskiniemi, Richwood ~~Interim~~ City Manager

269 Department

270 (City Seal)

271 By: _____

272 _____ President

273 _____

274 _____

275 ATTEST:

276 _____

277 _____

278 Secretary

279 (Corporate Seal)

Richwood Volunteer Fire Department

Fire

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City of Richwood

1800 Brazosport Blvd.
Richwood, TX 77531
Phone (979) 265-2082
Fax (979) 265-7345

MEMORANDUM

TO: Honorable Mayor and Members of Council

FROM: Lindsay Koskiniemi, Interim City Manager

DATE: OCTOBER 10, 2019

ENCLOSURES: 1) Sample Contract between the City of Santa Clara, TX and Volunteer Fire Dept.
2) Contract drafted by City staff, reviewed by City attorney
3) Strategic Plan adopted by Council on July 10, 2017

RE: Historical Overview of Contract Discussion and City Recommendation to Enter Fire Service Agreement Between the City of Richwood and the Richwood Volunteer Fire Department

Overview

On July 10, 2017 Council adopted the enclosed strategic plan that included a plan to enter an agreement for fire services between the City of Richwood and the Richwood Volunteer Fire Department, as seen on page 31 of the Action Steps of the City Operations Objectives – Public Safety, the highest priority item under City Operations. On the date the plan was adopted, the following persons served on Council: Mark Guthrie – Mayor, Frank Blanks, Lauren LaCount, Chris Hardison, and Sarah Reed.

In March of 2019, current Volunteer Fire Chief, Clint Kocurek contacted me, Lindsay Koskiniemi, Finance Director, to request the City's permission to sell Engine 1. I was instructed by former city manager, Michael Coon, to respond to the Chief's request with the need to enter an agreement before allowing the sale, as members of Council had voiced concern about financial transparency. Mr. Coon instructed Police Chief Stephen Mayer to begin drafting a contract for review, using other cities' agreements with volunteer fire departments as a template. Chief Kocurek expressed concern about the police chief drafting the contract; in response to Chief Kocurek's concerns, Mr. Coon stated he delegated the task to Chief Mayer because he did not have time to do it and felt the opportunity to research and draft a contract would provide a professional development opportunity for Chief Mayer.

After the contract was drafted, I reviewed it, the new mayor – Mayor Boykin reviewed it, as did Matt Allen the City's attorney. Comments were made and saved in MS Word's edit mode. On August 23, 2019, I met with Clint Kocurek and Mark Guthrie. The purpose of the meeting was to discuss the contract. In summary, both individuals stated they felt a contract between the VFD and the City would be a great idea, as they felt the fire department was perceived by Council as "outsiders" and asked my help in changing the optics/perception. I suggested we do the following: 1) Get the fire department to review and offer comments to the draft agreement to negotiate and execute the contract; where a large portion of the contract was dedicated to financial reporting and transparency, 2) attend Council meetings – especially in

the event there is any discussion concerning fire dept or public safety, 3) Send me weekly updates so that I can include their volunteerism into the weekly report to Council, 4) Adopt performance metrics that will be included into the City's budget document to report statistics (all other departments have completed this task and are currently measuring performance metrics to report to Council and budget document users.), and 5) Send pictures of responses to fires, if possible and safe to do so, to post on the City's social media page to showcase the department's willingness to respond to emergencies. I fully committed to helping the fire department and was happy to do so, as I felt this would foster and promote a steadfast partnership between the City and fire department.

Kocurek and Guthrie agreed these ideas made sense and agreed to offer comments on the draft contract. I supplied both individuals with an electronic copy and hard copy of the draft. They stated they would present it to the fire department board in the September meeting so that we would have a final draft to present to Council at the October meeting. To date, I have not received any comments on the contract; rather, Chief Kocurek has stated he feels the contract would "drive a wedge between the department and the city."

Recommendation to Council

While not totally understanding the fire department's motivation for no longer wanting an agreement with the City after requesting my help with executing a contract, I have learned that the department's 501c3 status was suspended by the Texas Comptroller's office. As a municipal finance professional, I feel it is in the City's best interest as well as the fire department's to negotiate a contract which includes regular financial reporting. The fire department's approved budget for fiscal year 2020 is \$231,412 in the General Fund, which is supported by tax payer dollars. Additionally, the City collects a donation from utility account holders for the fire department in the amount of \$1.50 for each utility account. The average annual collection for the past 3 fiscal years is \$23,306.90.

I feel it is in the best interest of both parties to execute a contract for fire services with provisions for regular financial reporting. The benefit of a contract is providing transparency to stakeholders and assessing proper funding levels. Chief Kocurek has stated it is very expensive to run a fire department. Financial transparency will help the City determine adequate funding needs and facilitate joint funding efforts for equipment in addition to maintaining compliance and reducing risk.

Request for Council Consideration

I request Council decide if they feel a contract between the City and the Richwood Volunteer Fire Department is appropriate. If Council wants a contract in place, I ask for the fire department's cooperation in participating in the negotiation of the contact with regular communication and in a timely manner.

Thank you,

Lindsay Koskiniemi
Interim City Manager



AGENDA MEMORANDUM- JANUARY 11, 2021

ITEM

CONTACT: Patricia Ditto, Deputy Finance Director
Eric Foerster, City Manager

SUBJECT: Budget Amendment to increase Fund 30 Water Salary & wages to allow vehicle allowance for Public Works Director

SUMMARY:

City manager has requested that the Public Works Director, Clif Custer, receive \$400 per month for vehicle allowance for use of his personal truck.

BACKGROUND INFORMATION:

Email from City Manager attached

FISCAL IMPACT: Increase to account 30-21-5103 Water Salary and Wages in the amount of \$400 per month, \$184.60 per pay period, \$3,507.78 for FY21.

RECOMMENDATION: Council to approve the above-described Budget Amendment for Fund 30.

RESOLUTION 2021-R-37

**A RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO
INCREASE FUND 30 W&S FOR VEHICLE ALLOWANCE**

WHEREAS, the City of Richwood City Council adopted a budget for the City of Richwood, Texas, for the fiscal year 2020-2021 in September 2020;

WHEREAS, City Manager Eric Foerster has requested a vehicle allowance of \$400 per month be paid to Clif Custer, Public Works Director, for personal use of his truck;

WHEREAS, the vehicle allowance for the remainder of FY21 would increase Account 30-21-5103 Water Salaries & Wages by \$3,507.78.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS HEREBY AMENDS THE FISCAL YEAR 2020-2021 BUDGET AS FILED WITH THE CITY SECRETARY AS FOLLOWS:

PASSED AND APPROVED on this 20th day of January 2021.

Steve Boykin, Mayor

ATTEST:

Kirsten Garcia, City Secretary



City Managers Report

01/11/2021

We have started off the new year with several employees coming down with COVID. We currently have one out on COVID leave and one person who may have to quarantine due to exposure. That said, we continue to operate as normal as we can, and no services have been disrupted. Thanks to our CARES funding, we have installed hand sanitizing dispensers throughout city hall and the police department.

There has been a spike in COVID cases across our region and we have started posting updates to the Brazoria County website due to sharp increase. We have also posted the vaccine information for individuals on our website and social media platforms as well.

I am also pleased that we now have the 2019a and 2019b Bond Transparency pages up on the website. These pages will be updated monthly, until such time as the projects have been completed. This was also announced on our social media outlets for public consumption. This has been a project I have wanted to get done for some time. Thanks to Patricia and staff, we were able to get this done. This and a few other items are the commitment we are making to better transparency with Richwood.

We also had a water pressure issue over the holiday that was determined to be a failure in our SCADA (computer control) system. At one point, the water system was being operated manually and required staff here on Christmas Eve and Christmas day. We are back up to running on the system, but it will require some repair. We are working on getting a quote for this repair now.

We were notified that auditor would like to present the audit report during the March 8th council meeting. There have been expected delays in the audit process due to COVID, and this being a new city for them to audit.

Respectfully,

Eric Foerster, MPA, CPM