



**City Council Regular Meeting
Monday, December 9, 2019
6:00 PM**

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.

AGENDA

BE IT KNOWN that the **City Council** of the City of Richwood will meet in **City Council Regular Meeting** on **Monday, December 9, 2019** at **6:00 PM** at 1800 N. Brazosport Blvd., Richwood, TX 77531 at the Richwood City Hall in the Council Chambers with the following agenda:

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE 4
Pledge of Allegiance and Texas Pledge
- IV. ROLL CALL OF COUNCIL MEMBERS
- V. PUBLIC COMMENTS
All comments will be subject to the following rules: All speakers will be permitted to speak not longer than 3 minutes; all speakers will only be permitted to speak once; speakers cannot defer their 3 minutes to another speaker. Discussion is not allowed on items not posted on the agenda.
- VI. COUNCIL CONSIDERATION AND ACTION ITEMS
 - A. Discussion and Possible Action authorizing the Mayor to sign an amendment to the City's Clute-Richwood Regional Sewerage System Agreement with the Brazos River Authority. 5
 - B. Discussion and consideration of approving King Solution Services as the contractor to perform pipe bursting work on Walnut and Cedar streets utilizing the City of Richwood's 2018 CDBG allotment. 41
 - C. Presentation, Discussion and Possible Action listing real property at 215 Halbert for sale. 44
 - D. Discussion and consideration of decommissioning Freedom Park and relocating memorials to other City property.
 - E. Discussion and possible action turning former Freedom Park property over to Fire Department for training use once rezoning requirements are met.
 - F. Discussion and possible action moving forward with rezoning process of Old Pool Site on Oyster Creek Drive
 - G. Discussion and consideration of reaching out to local schools to participate in a contest to develop a new logo for the City. 72
- VII. 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:
 - A. City Manager

VIII. CITY MANAGER'S REPORT

IX. FUTURE AGENDA ITEMS

X. COUNCIL MEMBER COMMENTS AND REPORTS

XI. MAYOR'S REPORT

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, _____ at _____ p.m., 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

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Pledge of Allegiance

I pledge allegiance to the flag of
the United States of America and
to the republic for which it
stands, one nation under God,
indivisible, with liberty and
justice for all.

Texas Pledge

**Honor the Texas flag. I
pledge allegiance to thee,
Texas, one and indivisible.**



City of Richwood
1800 Brazosport Blvd.
Richwood, TX 77531

MEMORANDUM

TO: Honorable Mayor and Members of Council
FROM: Lindsay Koskiniemi, Interim City Manager
DATE: DECEMBER 3, 2019
RE: Update on Brazos River Authority, Contract Amendment 4
ENCLOSURES: 1) Copy of Amendment 4, 2) Original Contract

Since August 2000, the City of Clute and the City of Richwood have had a contract with Brazos River Authority (BRA) for management services over the wastewater treatment plant (WWTP). The interest of the plant between the City of Clute and City of Richwood is 75% and 25%, respectively.

In 2019, BRA presented the cities named in the agreement with an amendment (Amendment 4) to the contract to include a new re-use facility into the term "Treatment Plant," which is found on page 7 of the original contract. The language proposed in Amendment 4 reads,

"The term 'Treatment Plant' as used in the Agreement shall be amended to include both the sewerage treatment plant and the re-use facility."

The re-use facility includes new pumps and a weir system to strain particulate matter from water that is then pumped to BASF. The amendment to the contract does not incur any additional expense to the cities. Any reimbursements for water re-use are refunded to Clute, a prior arrangement made by former City administrations to offset increased costs for inflow and infiltration issues and minimize the financial impact to Richwood.

Mayor Calvin Shiftlet of the City of Clute will sign the amendment to the agreement on December 4, 2019. The City of Clute Council accepted Amendment 4 to the BRA agreement. No action is needed from City of Richwood Council; however, Mayor Boykin's signature and attestation is needed to complete the process.

Thank you,

Lindsay Koskiniemi
Interim City Manager



Brazos River Authority



July 31, 2019

The Honorable Calvin Shiflet
Mayor
City of Clute
P.O. Box 997
Clute, Texas 77531

Re: Fourth Amendment to Clute-Richwood Regional Sewerage System Agreement

Dear Mayor Shiflet:

Enclosed are three copies of a 4th Amendment, as referenced above. Please sign and attest all three copies. After your signature, please mail them to Mayor Steve Boykin at the City of Richwood. I'll copy Mayor Boykin on this letter so he knows that the amendment is on the way and that he needs to sign and attest all three copies before returning them to me. When I get the copies back from Mayor Boykin, we'll have our General Manager sign and date them and send you both an original.

If you have any questions, please call me at (254) 761-3176.

Sincerely,

CATHY DOMINGUEZ
Regional Government & Customer
Relations Manager, Lower Basin

CD:kld

Enclosure

cc: The Honorable Steve Boykin - Mayor, City of Richwood

FOURTH AMENDMENT TO THE CLUTE-RICHWOOD REGIONAL SEWERAGE SYSTEM AGREEMENT

This FOURTH AMENDMENT TO THE CLUTE-RICHWOOD REGIONAL SEWERAGE SYSTEM AGREEMENT ("Amendment") is entered in to be effective as of the date last executed below ("Effective Date") by and between BRAZOS RIVER AUTHORITY ("Authority"), a river authority of the State of Texas, the CITY OF CLUTE ("Clute") of Brazoria County, Texas, and the CITY OF RICHWOOD ("Richwood") of Brazoria County, Texas (collectively the "Parties").

RECITALS

WHEREAS, the Parties entered into the Clute-Richwood Regional Sewerage System Agreement ("Agreement") on October 1, 2000, whereby the Authority agreed to operate a sewage treatment plant for Clute and Richwood; and

WHEREAS, Clute and Richwood have taken over ownership of a wastewater re-use facility located on the grounds of the existing Treatment Plant; and

WHEREAS, the Cities of Clute and Richwood desire that the Brazos River Authority should assume operation and maintenance of the re-use facility; and

WHEREAS, the Parties desire to amend the Agreement to allow the Brazos River Authority to operate and maintain the re-use facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

AMENDMENT

1. The term "Treatment Plant" as used in the Agreement shall be amended to include both the sewerage treatment plant and the re-use facility.

This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as revised by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

CITY OF CLUTE

By: _____

By: _____

DAVID COLLINSWORTH

Title: **GENERAL MANAGER/CEO**

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

CITY OF RICHWOOD

By: _____

Title: _____

Date: _____

Attest: _____

9/30/2000

CLUTE - RICHWOOD REGIONAL SEWERAGE SYSTEM AGREEMENT

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CLUTE - RICHWOOD REGIONAL SEWERAGE SYSTEM AGREEMENT

CLUTE - RICHWOOD REGIONAL SEWERAGE SYSTEM

AGREEMENT ("Agreement") made and entered into as of the 1st day of **October, 2000**, ("Effective Date"), by and among **BRAZOS RIVER AUTHORITY**

("Authority"), a conservation and reclamation district and river authority created by act of the Texas Legislature pursuant to Article 16, Section 59 of the Constitution of the State of Texas, the **CITY OF CLUTE** ("Clute") of Brazoria County, Texas, and the **CITY OF RICHWOOD** ("Richwood") of Brazoria County, Texas.

1. **RECITALS.** Clute owns a Sewage collector sewer system ("Clute Collector System") and Sewage treatment plant ("Treatment Plant"). Sewage generated by its residents is delivered into Clute Collector System and treated in Treatment Plant. Richwood owns a Sewage collector system ("Richwood Collector System"). Sewage generated by its residents is delivered into Richwood Collector System; by such System into Treatment Plant Main; and through Treatment Plant Main into Treatment Plant for treatment. Authority has substantial experience in the operation of regional sewerage systems into which it receives and treats Sewage collected in collector systems operated by cities and others. Clute and Richwood desire that Authority should assume operation of the Treatment Plant. The purposes of this Agreement are to provide that Authority will undertake operation of Treatment Plant; that Clute and Richwood will continue to deliver Sewage collected in Clute Collector System and Richwood Collector System through

Treatment Plant Main to Treatment Plant for treatment and disposition; that as agreed by Clute and Richwood in Richwood-Clute Agreement, Richwood will continue to make payments to Clute for treatment of Sewage collected in Richwood Collector System and delivered to Treatment Plant for treatment; that Clute will make payments to Authority for treatment and disposition of Sewage collected through each of Clute Collector System and Richwood Collector System and delivered to Treatment Plant; that such payments by Clute shall be sufficient to pay Operation and Maintenance Expense; that under circumstances set forth herein, Authority may provide sewerage service to others through its operation of Treatment Plant; the circumstances under which Authority and/or Clute and Richwood may or must terminate this Agreement; and that Authority, will under certain conditions provided herein which include written agreement of Clute and Richwood, arrange for financing and construction of improvements to Treatment Plant.

2. OPERATION OF TREATMENT PLANT. Subject to the terms, provisions and conditions of this Agreement, Clute agrees to surrender operation and maintenance of Treatment Plant to Authority on Effective Date, and that Authority may thereafter operate Treatment Plant as herein provided. Authority agrees to operate Treatment Plant to receive and dispose of Sewage discharged into it from each of Clute Collector System and Richwood Collector System. The parties will take such measures as may be required in order for Authority to be able to lawfully assume operation under existing permits or licenses from governmental agencies authorizing operation of

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Treatment Plant and discharge effluent therefrom into public waters. Upon assumption of operation by Authority, Authority and Clute will inventory materials, supplies and tools for Treatment Plant and same shall be made available to Authority for use in such operation. Clute and Richwood agree that by Effective Date they have entered into Richwood-Clute Agreement, so that Sewage discharged by Richwood into Treatment Plant Main will be part of the Sewage treated in Treatment Plant after Authority assumes operation and Richwood will make payments to Clute for treatment and disposition of Sewage so discharged by it.

3. TERMS AND EXPRESSIONS USED IN THIS AGREEMENT.

Unless this Agreement shows clearly otherwise, terms defined above shall have the meanings shown above and the terms defined in this Article 3 shall have meanings as follows:

- a) **“Additional Participant”** means any city, person or entity other than Clute or Richwood who shall enter into a contract with Authority under which Authority is to provide treatment of Sewage for such city, other person or entity through operation of Treatment Plant at any particular time.
- b) **“Advisory Committee”** means the committee to be established under the provisions of Section 8.01, below.
- c) **“Board”** means Authority’s Board of Directors.
- d) **“CFR”** means the Code of Federal Regulations.

- e) **“Engineer”** means an independent consulting engineer of favorable repute in sewage treatment plant design, construction, maintenance or operation selected by Authority from time to time to provide services in connection with the operation of Treatment Plant.
- f) **“Contract Discharge Rate”** means the average daily rate expressed as mgd of Sewage flow at Point of Entry specified in Section 5.01, below.
- g) **“Fiscal Year”** means the twelve month period beginning September 1 of each year and applies only to Authority.
- h) **“Industrial Waste”** has the meaning provided in Section 4.04, below.
- i) **“Meter”** means any device used to measure Sewage flow.
- j) **“Metered Discharge”** means the volume of Sewage flow expressed in mgd at Point of Entry metered or determined as provided in Section 6.01, below.
- k) **“mgd”** means millions of gallons of liquid per day.
- l) **“Month”** means a calendar month.
- m) **“Maximum Discharge Rate”** means the maximum rate, expressed in mgd, at which Sewage may be discharged into Treatment Plant at Point of Entry.
- n) **“Operation and Maintenance Expense”** means all costs of repairs and replacements of Treatment Plant for which no special fund is created and all costs of maintenance and operation of Treatment Plant, including (for greater certainty, but without limiting the generality of the foregoing) labor,

supplies, supervision, engineering, accounting, auditing, payments made by Authority in satisfaction of judgments resulting from claims not covered by Authority's insurance, legal expense, expense of participation in regulatory or rate proceedings or appeals therefrom, energy costs and other costs of labor, supplies, insurance, services and equipment necessary for the proper operation of Treatment Plant, plus any additional costs or expenses which may be imposed on Authority in connection with the fulfillment of its obligations under this Agreement by taxation or as a result of regulations or requirements lawfully imposed by the State of Texas, the United States, any governmental subdivision of the State of Texas or any federal agency, costs of obtaining or maintaining any permits or licenses necessary to operate, maintain, expand, renovate or replace Treatment Plant, costs of complying with this Agreement, any and all expenses incurred by Authority in connection with any litigation or administrative proceedings of any nature, including rate proceedings, concerning Treatment Plant or Authority's responsibilities hereunder to any person, entity or party, an amount determined annually by Authority's certified public accountants to be appropriate for covering of Authority's expenses of supervision and administration attributable to its obligations under this Agreement, an appropriate part of its unallocated general and administrative expense, and a

management fee equal to 5% of the total amount each year of other elements of Operation and Maintenance Expense, which management fee Authority expects to use in support of activities which do not produce income but do serve the water needs of residents of the Brazos River Basin.

- o) **“Ph”** means the common logarithm of the reciprocal of the weight of hydrogen ions in grams per litre of solution.
- p) **“Point of Entry”** means the point where Treatment Plant Main connects with Treatment Plant at which Clute is entitled hereunder to discharge Sewage into Treatment Plant.
- q) **“Richwood-Clute Agreement”** means an agreement between Richwood and Clute allowing discharge of Sewage collected through Richwood Collector System into Treatment Plant Main for delivery into Treatment Plant for treatment or, if the parties so agree, otherwise delivered to Treatment Plant for treatment.
- r) **“Sanitary Sewage”** means liquid and water-carried waste discharged from the sanitary conveniences of dwellings and other buildings
- s) **“Sewage”** means Sanitary Sewage and Industrial Wastes, together with such infiltration water and storm waters as may be present.
- t) **“Total Income”** means the total amount of income received by Authority for service provided in the operation of Treatment Plant.

- u) **“Treatment Plant Main”** means the sewer main which is owned and operated by Clute and which connects Clute Collector System with Treatment Plant and through which Sewage collected by each of Clute Collector System and Richwood Collector System is delivered to Treatment Plant.

4. **QUALITY AND TESTING.**

Section 4.01 General. Clute and Richwood agree, and all Additional Participants shall be required to agree, to limit their discharges into or for delivery into Treatment Plant to Sewage defined by Authority as admissible discharges and to prohibit entry into such main of any Sewage that:

- (i) will cause Pass Through or Interference, as those terms are defined in 40 CFR 403.3(i) and 403.3(n), respectively;
- (ii) will create a fire or explosion hazard in Treatment Plant, including, but not limited to waste streams with a closed-cup flashpoint of less than 140°F or 60° C, using the test methods specified in 40 CFR 261.21;
- (iii) will cause structural damage to Treatment Plant, but in no case with ph lower than 5.0 without written approval of Authority;
- (iv) is solid or viscous in composition, so as to cause Interference

as defined in 40 CFR 403.3(i);

- (v) contains oxygen-demanding materials that are released at a flow rate and concentration which will cause Interference as defined in 40 CFR 403.3(i);
- (vi) contains heat in amounts which will inhibit biological activity in Treatment Plant resulting in Interference as defined in 40 CFR 403(i), and in no case in such quantities as will cause the temperature of the wastewater-reading in Treatment Plant to exceed 104°F or 40° C, unless Authority approves alternate temperature limits in writing prior to this charge; *discharge*
- (vii) contains material which will result in the presence of toxic gasses, vapors or fumes within Treatment Plant in quantities which may cause work or health and safety problems;
- (viii) is trucked or hauled to Point of Entry, except when the discharge is made with written consent of Authority;
- (ix) violates local limits developed by Authority as provided in Section 4.03 below; or
- (x) violates any standard, rule, regulation or law promulgated by Authority, the State of Texas or the United States, or by any agency or governmental subdivision of either having

jurisdiction in the premises.

Section 4.02. Additional Limitations. Authority may specify additional limitations on wastes defined as admissible and additional prohibitions upon discharges which shall apply to each party making discharges into or for delivery into Treatment Plant as a condition for acceptance as such and as it shall deem necessary or appropriate to prevent damage to Treatment Plant and to assure that effluent therefrom complies with all requirements of applicable law, regulations and permits.

Section 4.03. Local Limits. As provided in 40 CFR 403.5(c), Authority may adopt specific local limits to implement the limitations provided in Section 4.01 above. Such specific local limits shall not be developed or enforced without individual notice and an opportunity to respond to each of Clute, Richwood and any affected Additional Participant.

Section 4.04. Industrial Wastes. Should either of Clute or Richwood ever elect to allow Indirect Discharges, as defined in 40 CFR 403(g), being more commonly called Industrial Wastes, into its collector system, the party so electing and Authority shall cooperate to develop measures and shall take all steps required, including adoption of appropriate pretreatment programs and ordinances and regulations, so that discharges from the collector system to the Treatment Plant can be accepted without violation of applicable laws, regulations, permits and licenses.

5. DISCHARGE INTO TREATMENT PLANT.

Section 5.01

Contract Discharge Rate and Maximum Discharge Rate.

Contract Discharge Rate is 4 mgd. The total quantity of Sewage allowed to be discharged into Treatment Plant annually shall equal Contract Discharge Rate times 365. Maximum Discharge Rate is 9,722 gallons per minute (2 hour peak).

Section 5.02.

Additional Points of Entry.

Additional Points of Entry, each with its own Maximum Discharge Rate, may be established by mutual agreement in the future if such additional Points of Entry can reasonably be expected to result in a more economical means of providing service to either Clute or Richwood or any Additional Participant.

6. METERING.

Section 6.01.

Provision for Metering.

Authority will install, operate and maintain as part of Treatment Plant the necessary equipment and devices of standard type for properly measuring all Sewage to be discharged into Treatment Plant through Treatment Plant Main. Clute and Richwood shall each have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done only by employees or agents of Authority. All readings of meters will be properly recorded in the offices of Authority. Upon written request, each of Clute and Richwood may have access to said records in the office of Authority during reasonable business hours. The cost of the meters required by this Section 6.01 and the cost of operating, maintaining and calibrating them shall be

included in Operation and Maintenance Expense. Additional meters will be provided by Authority if additional Points of Entry are established per Section 5.02, above.

Section 6.02. Calibration. Not more than three (3) times in each Fiscal Year, Authority shall calibrate its meters if requested in writing by either Clute or Richwood to do so, in the presence of a representative of the requesting city, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustments are found to be necessary.

Section 6.03. Inaccuracies. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of five percent (5%), the registration of such meter shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the date of the last calibration, but in no event further back than a period of six months. If, for any reason, any meters are out of service or out of repair so that the amount of Sewage discharged cannot be ascertained or computed from a reading thereof, the amount of Sewage discharged during the period such meters are out of service or out of repair shall be estimated by Authority and agreed upon by the parties hereto on the basis of the best data available.

Section 6.04. Check Meter. Either Clute or Richwood may, at its option and at its own expense, install and operate a check meter to check any meter installed by Authority for measuring its discharges into Treatment Plant, but the measurement for the

purpose of this Agreement shall be solely by Authority's meters, except in the cases hereinbelow in this Section specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any authorized employee or agent of Authority, but the reading, calibration and adjustment thereof shall be made only by Clute or Richwood, as the case may be, except that during any period when a check meter may be used by Authority under specific written consent of Clute or Richwood for measuring any amount of Sewage discharged into Treatment Plant, the reading, calibration and adjustment thereof shall be made by Authority with like effect as if such check meter or meters had been installed by Authority.

Section 6.05. Richwood-Clute Agreement. Richwood-Clute Agreement will provide for the installation, maintenance and operation of a meter at the point where Richwood Collector System connects with Treatment Plant Main for the measurement of measuring the Sewage discharged by Richwood into Treatment Plant Main. As between Clute and Richwood, amounts of Sewage discharged from Clute Collector System into Treatment Plant shall be deemed to be the excesses of Metered Discharges, as shown by the meter to be operated by Authority per Section 6.01, above, over discharges from Richwood Collector System into Treatment Plant Main as measured by the meter to be installed per this Section 6.05. Should additional Points of Entry be established, the provisions of the sentence next proceeding shall be appropriately modified to provide for

effective metering of Sewage Discharged at all Points of Entry.

7. FISCAL PROVISIONS.

Section 7.01. Source of Total Income. It is acknowledged and agreed by Clute and Richwood that payments made by Clute will be the only resource of Authority for the payment of Operation and Maintenance Expense, until and unless arrangements are made for the treatment of Sewage of Additional Participants in Treatment Plant. It is further acknowledged by Richwood that payments to be made by Richwood to Clute under Richwood-Clute Agreement are required in order to enable Clute to make the payments to Authority which are required of it hereunder without an inordinate burden upon its own residents.

Section 7.02. Financial Requirements. The parties recognize the statutory and contractual duty of Authority to fix, and from time to time revise (if necessary in accordance with the provisions of this Agreement relating to the fixing of charges), the charges for services to be rendered and made available to Clute (and, indirectly to Richwood) hereunder so that Total Income will at all times be sufficient to enable Authority to pay or provide payment of all Operation and Maintenance Expense and any other cost or expense incurred by it in the fulfillment of its duties herein. Clute agrees initially to fix and thereafter from time to time to adjust the rates for Sewage service to its customers as will be sufficient to enable it at all times to comply with the provisions of Section 7.03 hereof and so that the receipts from its customers (together

with receipts from Richwood for treatment of Sewage delivered by it into Treatment Plant Main or otherwise delivered by it into Treatment Plant) for the provision of such service will provide sufficient funds to enable it to meet its fiscal obligations to Authority under this Agreement. Richwood agrees to initially fix and thereafter from time to time to adjust the rates of Sewage service to its customers as will be sufficient to enable it at all times to fully and promptly meet its obligations to Clute under Richwood-Clute Agreement for treatment by Treatment Plant of Sewage collected in Richwood Collector System.

Section 7.03. Authority Budgeting. On or before Effective Date, and thereafter during each month of July, Board shall determine the amount of money required to pay all Operation and Maintenance Expense to be incurred between Effective Date and the end of the then-current Fiscal Year, in the case of the determination to be made on or before Effective Date, and in the following Fiscal Year, in the case of subsequent determinations. To the amount of Operation and Maintenance Expense determined as hereinabove provided in this Section 7.03 shall be added any deficit in Total Income received in earlier Fiscal Years to pay Operation and Maintenance Expense actually incurred in such years, and from it shall be deducted any surplus of Total Income over the amounts needed for such purpose and the sum or remainder shall constitute budgeted Operation and Maintenance Expense for the Fiscal Year.

Section 7.04. Monthly Payments. Clute shall make monthly payments to

Authority which, in the case of payments required between Effective Date and the end of the then current Fiscal Year, shall equal a fraction of the share of Operation and Maintenance Expense as budgeted by Authority for such partial Fiscal Year of which the numerator shall be 1 and the denominator shall be the number of full months between Effective Date and the end of the then-current Fiscal Year, and, in the case of subsequent Fiscal Years, shall equal 1/12th of Operation and Maintenance Expense as budgeted by Authority for the Fiscal Year.

Section 7.05. Time and Place of Monthly Payments. Payments required under the provisions of Section 7.04, above, shall be payable at Waco, McLennan County, Texas. The payment for the first month of operation by Authority shall be due on or before the 10th day of such month and subsequent payments shall be on or before the 10th day of each month thereafter.

Section 7.06. Late Payments. Monthly payments required under Section 7.04 not paid on or before the date on which payable under Section 7.05, above, shall bear interest at the lesser of the rate of 1% per month or the highest lawful rate from the date due to the date paid. Interest paid under this Section 7.06 shall be retained by Authority to compensate for possible use of funds from sources other than payments made hereunder to pay costs incurred in the operation of Treatment Plant pending receipt of the late payments.

8. ADVISORY COMMITTEE.

Section 8.01. Composition of Advisory Committee. There is hereby created an Advisory Committee to be composed of one representative and one alternate from each of Clute and Richwood.

Section 8.02. Appointment. The governing bodies of each of Clute and Richwood shall each appoint their representatives and alternates to the Advisory Committee promptly after execution of this Agreement and shall immediately notify Authority of such appointments. Each such representative and alternate shall serve at the pleasure of the governing body of the entity represented. The governing bodies of Clute and Richwood shall promptly appoint successors to fill vacancies in the positions of their representatives and alternates on Advisory Committee. Expenses of Advisory Committee shall be included in Operation and Maintenance Expense.

Section 8.03. Responsibilities of Advisory Committee. Advisory Committee shall consult with and advise Authority on all matters relating to Treatment Plant, including, but not limited to:

- (a) Needs for maintenance, improvement, expansion, renovation or replacement;
- (b) Operations;
- (c) Financing of needed maintenance, improvement, expansion, renovation or replacement;

- (d) Provision of service to Additional Participants;
- (e) Review of budgets for Operation and Maintenance prior to submission to Board;
- (f) Review of reports of Engineer;
- (g) Review of annual financial reports;
- (h) Review of funding and use of reserves proposed to be established by Authority in connection with operation of Treatment Plant.

In connection with review of each budget for Operation and Maintenance Expense, Authority shall make available to Advisory Committee full information on the basis for the determination of the amounts included for expenses of supervision, administration and unallocated general and administrative expenses.

Section 8.04. Votes. In any matter considered by Advisory Committee, the representatives of each of Clute and Richwood shall each have one vote. In case of disagreement, the representatives of each of Clute and Richwood may provide separate written advice to Board.

9. ADDITIONAL PARTICIPANTS. Should Authority determine that it is desirable and practical to treat Sewage generated by Additional Participants through use of Treatment Plant, it shall report such determination to Clute and Richwood and shall propose the terms and conditions upon which activity shall be undertaken. Actual engagement in such activity shall require written consent of Clute and Richwood,

specifying such terms and conditions.

10. RENOVATION, IMPROVEMENT, EXPANSION OR REPLACEMENT OF TREATMENT PLANT. Should Authority determine that renovation , improvement, expansion or replacement of Treatment Plant is necessary or desirable in order for it to continue to be operated in full compliance with applicable permits and regulations and in the most efficient and economical manner, it shall report such determination to Advisory Committee and shall provide Advisory Committee in writing with a reasonable estimate of the cost of such action and a proposal for financing. Should Clute and Richwood, acting jointly, make a written request to it for any renovation, improvement, expansion or replacement of Treatment Plant, Authority shall make a written report to Advisory Committee containing a reasonable estimate of the cost of the requested work and a proposal for financing. Upon receipt by Advisory Committee of a report made pursuant to this Article 10, the Advisory Committee shall transmit it to the governing bodies of Clute and Richwood and the parties shall begin negotiations as to whether and upon what terms and conditions Authority shall undertake the work recommended in the report. If Clute and Richwood enter into a written agreement with Authority providing for such renovation, improvement, expansion or replacement on terms and conditions satisfactory to Authority within six (6) months from the receipt of such written report, and provided that it is able to contract for such work and make arrangements for the financing necessary for its accomplishment on terms and conditions

satisfactory to it, Authority shall diligently proceed with the work and shall accomplish same as agreed, subject to conditions beyond its control. Failing such agreement, Authority may terminate this Agreement on 6 months written notice to Clute and Richwood if it has determined that such work is needed.

11. **PROVISION FOR CLUTE'S EMPLOYEES.** In order to prevent hardship on present employees of Clute engaged in operation of Treatment Plant, Authority agrees that upon its assumption of operation of Treatment Plant, it will offer employment to each of such present employees of Clute in connection with its continued operation on terms and conditions and with payments and benefits at least equal to those enjoyed as employees of Clute at the time of such assumption. Additionally, any employee who may suffer a disadvantage on account of change in employer because of the timing of vesting of benefits under any employee benefit plan maintained by Clute will be offered the option of remaining an employee of Clute while performing the work of the position with Authority that the employee would otherwise occupy for a sufficient time to become vested in the benefits. In such cases, the employee's wages will be paid by Clute during the period while an employee of Clute and Authority will reimburse Clute for the cost of such payments. At the end of the period during which the employee remains in the employ of Clute, such employee will be offered employment by Authority on terms and conditions and with payments and benefits at least equal to those enjoyed while an employee of Clute. Payments made by Authority to Clute per this Section 11

shall be included in Operation and Maintenance Expense.

12. TERM AND TERMINATION. This Agreement shall be effective on Effective Date and shall continue in effect for a term of 20 years unless sooner terminated under Article 10 or under this Article 12. Either Authority, on the one hand, or Clute and Richwood (acting together, but not separately) may terminate this Agreement on one-year's notice to the other party. Upon termination, Authority shall assign, deliver and convey all of its interest in Treatment Plant to Clute; the parties will take the steps necessary to allow Authority's successor to continue operation of Treatment Plant under existing permits and licenses, or if they are unable to accomplish this, Authority shall surrender same to the issuer(s); Authority shall pay all Operation and Maintenance Expense and any other cost or expense reasonably incurred in operating or maintaining Treatment Plant or in fulfilling its obligations under this Article 12 incurred to the date of termination; Authority shall be compensated for all Operation and Maintenance Expense incurred by it and not previously paid by Clute on the basis herein provided and for any other costs incurred by incident to the provision of services hereunder and the windup and termination; and Authority shall have no further obligation to either Clute or Richwood for operation of Treatment Plant after the date of such surrender. The parties shall inventory all materials, supplies and tools of Treatment Plant then on hand and these shall be delivered by Authority to its successor as operator.

13. GENERAL PROVISIONS.

Section 13.01. Use of Public Property. Each of Clute and Richwood authorizes use by Authority of any and all real property, streets, alleys and utility easements owned, held or controlled by either for construction, operation, maintenance, renovation, improvement, expansion and/or replacement of Treatment Plant, subject however to all ordinances or regulations of each of Clute and Richwood respecting the manner of such use and restoration of lands, pavements or improvements resulting from such use, including the cost of relocation, as expenses of Treatment Plant. No such use by Authority shall unduly interfere with use of the affected area by Clute or Richwood in connection with municipal operations.

Section 13.02. Title to Sewage. Title to all Sewage discharged into Treatment Plant under this Agreement shall remain with the discharging entity until it passes Point of Entry, whereupon title to such Sewage and all effluent therefrom shall pass to Authority. Ninety percent (90%) of any income to Authority derived from the sale or reuse of such Sewage, or any byproduct therefrom, shall be included in Total Income, with a resultant reduction of the payment obligations of Clute otherwise provided hereunder and proportionately reduce Richwood's obligations to Clute under their agreement.



Section 13.03. No Tax Obligation. Authority shall not have the right to demand payment by Clute of any obligation assumed by or imposed upon it under and by

virtue of this Agreement from funds raised or to be raised by taxation. The obligations of Clute under this Agreement shall never be construed to be debts of such kind as to require Clute under the Constitution and laws of the State of Texas to levy and collect a tax to discharge such obligations. Payments due by Clute hereunder shall, to the extent not made from monies paid by Richwood per Richwood-Clute Agreement, be made from the income of its combined water and sanitary sewer systems. Clute represents and covenants that all payments to be made hereunder by it shall constitute "Operating Expenses" of its combined water and sanitary sewer systems as authorized by the laws of the State of Texas. Richwood covenants that all payments to be made by it to Clute under Richwood-Clute Agreement shall constitute "Operating Expense" of its combined water and sewer systems as authorized by the laws of the State of Texas.

Section 13.04. Adequate Rates. Each of Clute and Richwood agrees to fix and collect such rates and charges for water and Sewage service as will make possible the prompt payment of all expenses of operating and maintaining its water system and its sewer collector system, including all payments contracted by Clute under this Agreement and by Richwood under Richwood-Clute Agreement and the prompt payment of the principal of and interest on its obligations payable from the revenues of its water system and its Sewage collector system, plus payments required to be made under this Agreement or Richwood-Clute Agreement.

Section 13.05 Force Majeure. If, by reason of Force Majeure, any party

hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on and the obligation of the party giving such notice, insofar as it is affected by such Force Majeure, shall be suspended during the continuance of the inability thus claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, shortages of water, arrests, restraint of government and people, civil disturbances, explosions, breakages or accidents to machinery, pipelines or canals, partial or entire failure of water supply and any inability on the part of either Clute or Richwood to obtain water necessary for the operation of Clute Collector System or Richwood Collector System or of Authority to receive Sewage on account of other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and

lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 13.06. Regulatory Bodies. This Agreement shall be subject to all valid rules, regulations and laws applicable hereto, passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 13.07. Arbitration. Any controversy arising with respect to amounts of money to be paid by either Clute to Authority or by Richwood to Clute under this Agreement or Richwood-Clute Agreement; with respect to construction of this Agreement or Richwood-Clute Agreement or with respect to whether the dispute is arbitrable shall be settled in accordance with the rules of the American Arbitration Association in effect as of the time when such controversy shall arise and judgment upon the award may be entered by any court having jurisdiction thereof.

Section 13.08. Financial Reports. During each Fiscal Year while this Agreement remains in force, Authority shall furnish to each of Clute and Richwood a detailed financial statement for operations conducted pursuant to this Agreement prepared in accordance with the procedures used by it in maintaining records of its affairs which are audited annually by its certified public accountants or by the State Auditor of the State of Texas. An accounting contained in its annual report as to the overall operations of Authority covering the operation of Treatment Plant as a separate

enterprise fund will fulfill the requirement for such a detailed financial statement. A copy of the Authority's most current annual report will be available for inspection at Authority's principal office in Waco, Texas, by each of Clute and Richwood at any reasonable time.

Section 13.09. Engineering Advice. While this Agreement remains in force, Authority will, for the purpose of assuring proper maintenance, operation, expansion, extension, repair, renovation and replacement of Treatment Plant from time to time, engage Engineer to examine Treatment Plant and review its operations and to submit and give necessary or desirable advice and recommendations concerning operations, renewals, replacements, expansions, renovations, extensions, betterments, improvements and replacements so that Treatment Plant shall be operated and maintained in the most efficient, economical and satisfactory manner. Further, Authority will cause Engineer to make in writing a full survey review and report of the condition of Treatment Plant once each five (5) years, commencing five (5) years after Effective Date. A copy of such survey, review and report shall be available for inspection at Authority's principal office at Waco, Texas, by each of Clute and Richwood at any time during reasonable business hours. Authority will cause Engineer to include as part of such report, Engineer's recommendations and advice as to proper maintenance, repair and operation of Treatment Plant, including findings as to whether or not properties of Treatment Plant have been maintained in good repair and sound operating condition; the extensions,

Have we done this?

expansions, improvements, betterments, renovations, renewals and replacements which should be made during the ensuing five (5) years; and the amounts and types of insurance which should be carried by Authority on Treatment Plant.

Section 13.10. Waivers. Any waiver at any time by any party of its rights with respect to default under this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

Section 13.11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto, but no assignment shall have the effect of relieving the party making such assignment of any liability hereunder.

Section 13.12. Hold-Harmless. As between Authority on the one hand, and each of Clute and Richwood on the other, each shall protect and save the other harmless to the extent permitted by law from any loss or damage to persons or property occasioned on its own side of Point of Delivery or in connection with apparatus or appurtenances, including pumps, transmission lines and conduits operated by it, except as to loss or damage caused by the negligence of the other party, its agents, servants or employees and except as to injury or death of employees of the other party and further, except in the case of damages resulting from discharges into Treatment Plant of materials not permitted by this Agreement, in which case the discharger shall indemnify and hold Authority harmless from all damages and claims resulting in whole or in part from such

discharges, provided, however, Clute shall not be expected to protect and save the Authority harmless from loss or damage caused by those persons who perform the work of a position with the Authority but remain an employee of Clute pursuant to the provision of Article 11 of this Agreement in order to avoid any problem with Clute's employee benefit plan.

Section 13.13. Specific Performance. It is recognized by the parties that default by the Authority in its obligations hereunder may result in injury to Clute or Richwood which cannot be compensated by damages. Therefore, the remedy of specific performance and the remedy of mandamus shall be available to Clute and Richwood for enforcement of Authority's obligations hereunder.

Section 13.14. Notices. All notices and communications provided in this Agreement shall be in writing and shall be either delivered, mailed or transported by courier service guaranteeing overnight delivery and receipt by the addressee, and if mailed, shall be considered as having been received on the third day following deposit in the United States mail and shall be sent certified, return receipt requested, post prepaid, addressed as follows:

(i)

If to Authority:

General Manager,
Brazos River Authority
P.O. Box 7555
4400 Cobbs Drive
Waco, Texas 76714-7555

(ii)

If to Clute:

City Manager,
City of Clute
P.O. Box 997
104 East Main Street
Clute, Texas 77531-0997

(iii)

If to Richwood

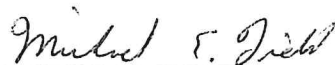
Mayor
City of Richwood
215 Halbert
Richwood, Texas 77531

Any party may change the address specified for delivery of notices to it under this Section 12.14 by written notice to the other parties given at any time.

BRAZOS RIVER AUTHORITY

BY  Date: 8-30-00
Gary Gwyn, General Manager

ATTEST:


Secretary

"Authority"

CITY OF CLUTE

BY Jerry Atkins
Mayor

Date: 8/30/2000

ATTEST:

Sue Parker
City Secretary

"Clute"

CITY OF RICHWOOD

BY Joe White
Mayor Pro Tem

Date: 8-30-2000

ATTEST:

Karen Osburn
City Secretary



November 25, 2019

Clif Custer
Public Works Director
City of Richwood

**Re: 2018 Community Development – Cedar St and Walnut Dr Sewer Replacement Project -
HUD #B-18-UC-48-0005, CFDA #14.218**

Dear Clif:

We have reviewed the following three bids received for the above referenced project on November 22, 2019:

<u>Contractor</u>	<u>Bid Amount</u>
Lopez Utilities Contractor, LLC	\$155,594.00
Texas Pride Utilities, LLC	\$147,342.00
King Solutions Services, LLC	\$131,840.00

King Solutions Services is the low bidder. All bid prices appear to be in order. The City budget was \$165,000.

There are 60 calendar days allowed for the project as stipulated in the bid documents.

I have not worked with King Solutions Services in the past. However, per our conversation following the bid opening, you indicated they were the contractors on the previous sewer replacement project of similar scope and did a good job. Therefore, I recommend awarding this project to King Solutions Services, LLC in the amount of \$131,840.00. Please let me know if you have any questions or need me to provide any other information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy P. Janak".

Randy P. Janak, PE
Vice President – Victoria Office

XC: Lindsay Koskiniemi - City Manager
Nancy Friudenberg - Brazoria County

BID COMPARISON

CITY OF RICHWOOD

2018 Community Development - Cedar Street and Walnut Dr. Sewer Replacement Project - HUD #B-18-UC-48-0005, CFDA #14.218

					LOPEZ UTILITES CONTRACTOR		TEXAS PRIDE UTILITIES, LLC		KING SOULTION SERVICES	
ITEM	SPEC NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS	UNIT PRICE	TOTAL COSTS
Base Bid										
1	500	Mobilization	LS	1	\$8,500.00	\$8,500.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00
2	502	Barricades, Signs & Traffic, Complete	MO	2	\$3,500.00	\$7,000.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00
3	2553	Obstruction Removal by Excavation , Complete Including By-pass Pumping and Trench Safety	EA	1	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00	\$650.00	\$650.00
4	2553	Sanitary Sewer Point Repair (All depths/sizes), Complete Including By-pass Pumping and Trench Safety	EA	1	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00
5	2571	Pipeburst 8" Sanitary Sewer Pipe with New 8" HDPE, SDR-19 Sanitary Sewer Line (w/Butt-Fusions Joints) (In Accordance with Manufacturer's Recommendations), Complete in Pace Including and Cleaning, Trench Safety, Connection to Existing Manholes Using Sanded Manhles Adaptors, and Shaping and Reworking Manhole Inverts and Benches	EA	1394	\$34.00	\$47,396.00	\$40.00	\$55,760.00	\$32.00	\$44,608.00
6	2571	Pipeburst 10" Sanitary Sewer Pipe with New 8" HDPE, SDR-19 Sanitary Sewer Line (w/Butt-Fusion Joints) (In Accordance with Manufacturer's Recomendations), Complete in Pace Including and Cleaning, Trench Safety, Connection to Existing Manholes Using Sanded Manhles Adaptors, and Shaping and Reworking Manhole Inverts and Benches	LF	1,271	\$38.00	\$48,298.00	\$42.00	\$53,382.00	\$42.00	\$53,382.00
7	2534	Furnish and Install 4" Sanitary Sewer Service (All Depths)(Short), Complete in Place Including Tee, Pipe, Fittings Cleanout, Cleanout Box, and Reconnection to Existing Service	EA	20	\$475.00	\$9,500.00	\$600.00	\$12,000.00	\$520.00	\$10,400.00
8	2534	Furnish and Install 4" Sanitary Sewer Service by Pipe Bursting (All Depths)(Short), Complete in Place Including Tee, Pipe, Fittings Cleanout, Cleanout Box, and Reconnection to Existing Service	EA	24	\$1,300.00	\$31,200.00	\$800.00	\$19,200.00	\$600.00	\$14,400.00
TOTAL						\$155,594.00		\$147,342.00		\$131,840.00

MEMORANDUM

To: City Council

From: Clif Custer, Public Works Director

Date: November 25th, 2019

Subject: Discussion and consideration of approving King Solution Services as the contractor to perform pipe bursting work on Walnut and Cedar streets utilizing the City of Richwood's 2018 CDBG allotment.

King Solution Services performed pipe bursting work with the 2015 CDBG allotment. The contractor has done good work for the City in the past. I'm asking for Council's selection of King Solution Services to perform pipe bursting work on Walnut St. and Cedar St. utilizing the 2018 CDBG allotment.



City of Richwood
1800 Brazosport Blvd.
Richwood, TX 77531

MEMORANDUM

TO: Honorable Mayor and Members of Council

FROM: Lindsay Koskiniemi, Interim City Manager

DATE: DECEMBER 9, 2019

RE: 215 Halbert Street and Parks

Enclosures: 1) Opinion of Market Value, 2) Map of 215 Halbert St. property location, 3) Map of Freedom Park, 4) KRB Orchard Schematic Presentation, 5) Map of the properties comprising the proposed park space at the old pool site on Oyster Creek, 6) KRB Presentation of Community Garden Site Amenities

This report has been prepared for the Mayor and Members of Council to address the questions provided below and consider all factors of each item in order to take action that will best serve the City of Richwood:

1. Sell or retain the City-owned property located at 215 Halbert Street in Richwood, TX.
2. Whether or not to decommission Freedom Park and relocate monuments to an alternate Park space. (Zoning consideration)
3. Should the Members of Council vote to decommission Freedom Park, Council will act on whether to deed the property to the Richwood Volunteer Fire Department for use as a training ground. (Zoning consideration)
4. Discuss the planning of and possible commission of a new park space at the site of the old swimming pool on Oyster Creek. (Zoning and re-plat considerations)

BACKGROUND

The discussion concerning the sale of the City-owned property at 215 Halbert, the former site of the old City Hall, re-emerged during a Council meeting when an inquiry regarding the sale of the property was presented to Council by an individual interested in purchasing the property. Under the management of former city manager, Michael Coon, the property was appraised and put up for auction. The bids for the property were well under market value, therefore the City opted to not sell the property. 215 Halbert is approximately .40 acres or 17,400 square feet in size, located on the corner of Halbert Street and West Mahan Street, and is currently zoned for commercial use in the Davidson Slater Place neighborhood in Richwood, TX.

After the question concerning the City's interest in selling 215 Halbert re-emerged this past August, several other factors came to light that are relevant to the discussion. Further, I requested the assistance of the KRB Commission for Parks planning and have included the Commission's recommendations to Council. All findings are detailed in this letter to comprehensively disclose the research I have done as well as the opinions of KRB, so that Council can make the best decisions for Richwood.

SELL OR RETAIN 215 HALBERT – RICHWOOD VFD, FREEDOM PARK, AND KRB

In September 2019, I contacted Angleton Real Estate and obtained a professional opinion of the value of 215 Halbert, which was estimated to be \$30,000 (Please see Enclosure 1). Around the time the topic of the City possibly selling the property was reintroduced, the Richwood Volunteer Fire Department expressed interest in using the park, known as Freedom Park, next to the fire station, as a training ground. Merging the two ideas, it was proposed Freedom Park could be relocated to 215 Halbert and the fire department could take over the park space. In asking the opinion of the sale of the property, the Keep Richwood Beautiful (KRB) Commission, expressed interest in using the space for a City orchard to support food banks and provide an aesthetic communal amenity. The schematic for the orchard is provided in enclosure 4. Currently, there are grants available to support the purchases of fruit trees. Should Council decide the sell the property located at 215 Halbert and reject the orchard idea, KRB is interested in 3+ total acres of City-owned property on Oyster Creek to create a community garden park space (Enclosure 5), which would require a zoning change and re-plat.

Selling 215 Halbert:

Benefits to selling the property for residential use include the receipt of unanticipated revenue from the sale of the property and the future property tax revenue from a single-family home.

Necessary actions:

- After the property has been successfully zoned for residential use, the sale can be initiated by posting the property for sale on a public auction website.

Retaining 215 Halbert:

Benefits to retaining the property include using the property at the City's discretion. Possible uses include the creating a park space.

Necessary actions:

- Re-zone 215 Halbert from C-1 Commercial to park use. Two public hearings are required.

Recommended action:

- Park dedication/commission ceremony.

DECOMMISSIONING FREEDOM PARK:

While the decommissioning of a public park may initially be off-putting, “The City Council finds that parks and recreations sites are necessary for health, safety, and welfare of the public.” At Council’s discretion, and consistent with the City’s comprehensive master plan, park space may be designated. (City of Richwood Code of Ordinance, Chapter 19, Article IV, Section 19-177 ‘Park land, public sites, and open spaces). Fortunately, the proposed new park spaces contained in this letter are already owned by the City. The purpose of decommissioning Freedom Park is to provide a training ground for the Richwood Volunteer Fire Department. According the Brazoria County Appraisal District, Freedom Park is approximately .6887 acres and 30,000 square feet in size and valued at \$22,500 (2019). Freedom Park is atypical for a neighborhood park space in a residential area, as it is only visible from the road on one side.

Freedom Park recognizes veterans, and should the City Council opt to decommission the park and relinquish the land to the fire department, City staff and KRB recommend relocating the monuments to an alternate park space and retain the purpose of recognizing the sacrifices made those who have served in the US Armed Forces.

Monuments currently at Freedom Park that would need to be relocated include a dedicated park bench and flags with flag poles. City staff is confident the relocation could be done in-house without incurring additional expense to the City.

Necessary Actions:

- Decommission park space by relocating monuments to an alternate site (possibly new park site proposed by KRB located on Oyster Creek) and hold two public hearings to re-zone DAVIDSON SLATER PLACE (A0066 J E GROCE TR 105A) (RICHWOOD), BLOCK 11, LOT 5-6 (Property ID 903970) as C-1 for commercial use.

Possible Actions:

- Deed the property to the fire department.

COMMUNITY GARDEN AND POSSIBLE NEW SITE FOR FREEDOM PARK MONUMENTS

The proposed Community Garden would occupy the spaces currently zoned for commercial use on E. Oyster Creek that include the following properties: 211765 (.36 acres), 211764 (.506 acres), 211763 (.40 acres), 211761 (.085 acres), and 554039 (.11 acres – lift station present), for an approximate total of 1.4 acres of new park space (Please see map of spaces – Enclosure 5). This site already has a parking lot, which is in very good condition, which can accommodate approximately 20 cars and offers access compliant with the Americans with Disabilities Act.

The proposed community garden would provide a potential relocation site for the monuments at the existing Freedom Park in addition to several new amenities including but not limited to flower beds, trees, shrubs, benches, small walking trail, storage shed, and memorial stones and pavers. The flag poles from Freedom Park are posed to be used at this site with an electrical conduit to provide light on the flags at night, which would be more publicly visible from FM 2004.

Necessary Actions:

- Council action necessary to re-zone the area encompassing all five lots from use as C-1 commercial to park land. Two public hearings are necessary.
- Re-plat of 5 lots may be necessary to file with the County as one designated park space. Two public hearings may be necessary.

KRB has prepared a presentation with proposed design ideas for the new park space.

CONCLUSION

In a review of the City's Code of Ordinances, there are many references to a Council-adopted comprehensive master plan of parks. Because the City of Richwood does not have an up-to-date plan staff's recommendation to Council is to plan to hire a professional firm to conduct a study to create a comprehensive master plan that includes parks in a future budget. To date, the only master planning effort made was a study by Texas A&M graduate students in 2010. Clearly, there are several considerations that need to be addressed when deciding whether to sell 215 Halbert. These proposals are consistent with the five-year strategic plan adopted by the Keep Richwood Beautiful Commission. The goal of the City is to provide quality of life for residents and businesses in Richwood. The options provided in this letter are consistent with the following Council Strategic Objectives:

- 1) Financial Stability – financially responsible plan with least impact to City proposed.
- 2) Community Development – providing amenities to residents that make people proud of where they live and/or work.

Thank you,

Lindsay Koskiniemi
Interim City Manager

Angleton Real Estate Appraisal
217 Sebesta Rd
Angleton, TX 77515-9492

09/17/2019

The City of Richwood
1800 Brazosport Blvd.
Richwood, TX 77531

Re: Property: 215 Halbert St
Richwood, TX 77531
Borrower: N/A
File No.: 15277

Opinion of Value: \$ 30,000
Effective Date: 09/10/2019

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

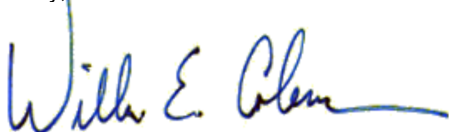
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

A handwritten signature in blue ink that reads "William E. Coleman". The signature is fluid and cursive, with a long horizontal stroke at the end.

William E. Coleman
SRA
License or Certification #: 1360034
State: TX Expires: 04/30/2021

USPAP Compliance Addendum

Loan #
File # 15277

Borrower	N/A				
Property Address	215 Halbert St				
City	Richwood	County	Brazoria	State	TX Zip Code 77531
Lender/Client	N/A				

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

☐ The statements of fact contained in this report are true and correct.

☐ The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

☐ I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.

☐ I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

☐ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

☐ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

☐ My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

☐ This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

☐ I have NOT made a personal inspection of the property that is the subject of this report.

☒ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: The Income and Cost approaches to value are not derived, as they are not necessary for credible analysis. This report is made under the following Extraordinary Assumptions: -The subject site is not affected or encumberanced by any health or environmental issues. -All Multiple Listing Services Data used within this report is true and accurate. -All public and / or private utilities servicing the subject site satisfy typical market participants expectations.

Should any of the Extraordinary Assumptions stated above be found false, the conclusions as stated within this report are subject to change.

This report is made under the Hypothetical Condition that the property is one tract and not divided as the survey shows.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

☒ A reasonable marketing time for the subject property is 3-6 mons. day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is 3-6 mons. day(s).

APPRAISER

Signature

William E. Coleman

Date of Signature

09/17/2019

State Certification #

1360034

or State License #

State

TX

Expiration Date of Certification or License

04/30/2021

Effective Date of Appraisal

09/10/2019

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature

Date of Signature

State Certification #

or State License #

State

Expiration Date of Certification or License

Supervisory Appraiser Inspection of Subject Property

☐ Did Not

☐ Exterior-only from Street

☐ Interior and Exterior

LAND APPRAISAL REPORT

File No. 15277

SUBJECT

Borrower

N/A

Census Tract

6637.00

Map Reference

26420

Property Address

215 Halbert St

City

Richwood

County

Brazoria

State

TX

Zip Code

77531

Legal Description

DAVIDSON SLATER PLACE (A0066 J E GROCE TR 105A)(RICHWOOD), BLOCK 12, LOT 2

Sale Price \$

N/A

Date of Sale

N/A

Loan Term

N/A

Yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

532

(yr)

Loan charges to be paid by seller \$

N/A

Other sales concessions

N/A

Lender/Client

N/A

Address

N/A

Occupant

N/A

Appraiser

William E. Coleman

Instructions to Appraiser

N/A

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present

65% One-Unit

% 2-4 Unit

% Apts.

% Condo

10% Commercial

Land Use

% Industrial

% Vacant

25% Vacant

Change in Present

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Land Use

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

100% Vacant

One-Unit Price Range

\$ 55

to \$ 800

Predominant Value \$ 225

One-Unit Age Range

0 yrs. to 80 yrs.

Predominant Age 20 yrs.

Employment Stability

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

The subject is located outside the city limits of Richwood, Brazoria County, Texas. Proximity to schools, shopping, medical and employment centers is average. Local police and fire protection is adequate, and provided by the city of Richwood and Brazoria County.

SITE

Dimensions

No Survey Provided

=

17,437 sf

☐ Corner Lot

Zoning Classification

C-1: Commercial

Present Improvements

☒ Do

☐ Do Not

Conform to Zoning Regulations

Highest and Best Use

☐ Present Use

☒ Other (specify)

Highest and best use is Residential as it is legally permissible with zoning variance.

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

Concrete

Maintenance

☒ Public

☐ Private

☐ Storm Sewer

☒ Curb/Gutter

☐ Sidewalk

☒ Street Lights

Topo

Level

Size

17,437 sf

Shape

Triangular

View

17,437 sf / Res.

Drainage

Assumed Adequate

Is the property located in a FEMA Special Flood Hazard Area?

☐ Yes

☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

No adverse easements or conditions noted. Local governing agency should be contacted for specific build-up requirements. The subject is located across the street from the fire station and a park. For the city of Richwood, the subject site can be rezoned to Residential. There is no market demand for commercial development for the subject site.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	215 Halbert St Richwood, TX 77531	0 Stewart Richwood, TX 77531	0 Moore Richwood, TX 77531	101 Wisteria St Richwood, TX 77531
Proximity to Subject		0.44 miles NE	0.36 miles N	0.64 miles N
Sales Price	\$ N/A	\$ 1.67	\$ 0.8	\$ 3.59
Price \$/Sq. Ft.	\$	\$ 25,000	\$ 112,000	\$ 34,000
Data Source(s)	Brazoria CAD	Brazoria CAD	Brazoria CAD	Brazoria CAD
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.	N/A	09/29/2017	03/10/2017	04/11/2016
Location	Residential	Residential	Residential	Residential
Site/View	17,437 sf	15,000 sf	0 139,827 sf	9,466 sf
Access	Typical	Typical	Typical	Typical
Pub. Utilities	Public Utilities	Public Utilities	Public Utilities	Public Utilities
Sales or Financing Concessions	N/A	Conventional	Conventional	Cash
Net Adj. (Total)		☐ + ☐ - \$	☒ + ☐ - \$ 0.24	☐ + ☒ - \$ -0.72
Indicated Value of Subject		\$ 1.67	\$ 1.04	\$ 2.87

Comments on Market Data

Sales offered in support of the subject values are deemed the must recent and similar available. All are within close proximity and are similar.

RECONCILIATION

Comments and Conditions of Appraisal

This report is made "as-is".

Final Reconciliation

Adjusted sales indicate a value range of \$1.04 per sf to \$2.87 per sf. A value of \$2.00 per sf is deemed appropriate. 17,437 sf X \$1.70 = \$29,642

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF

09/10/2019

TO BE \$

30,000

Appraiser

William E. Coleman

Supervisory Appraiser (if applicable)

Date of Signature and Report

09/17/2019

Date of Signature

Title

SRA

Title

State Certification #

1360034

ST TX

State Certification #

ST

Or State License #

ST

Or State License #

ST

Expiration Date of State Certification or License

04/30/2021

Expiration Date of State Certification or License

Date of Inspection (if applicable)

09/10/2019

☐ Did ☐ Did Not Inspect Property

Date of Inspection

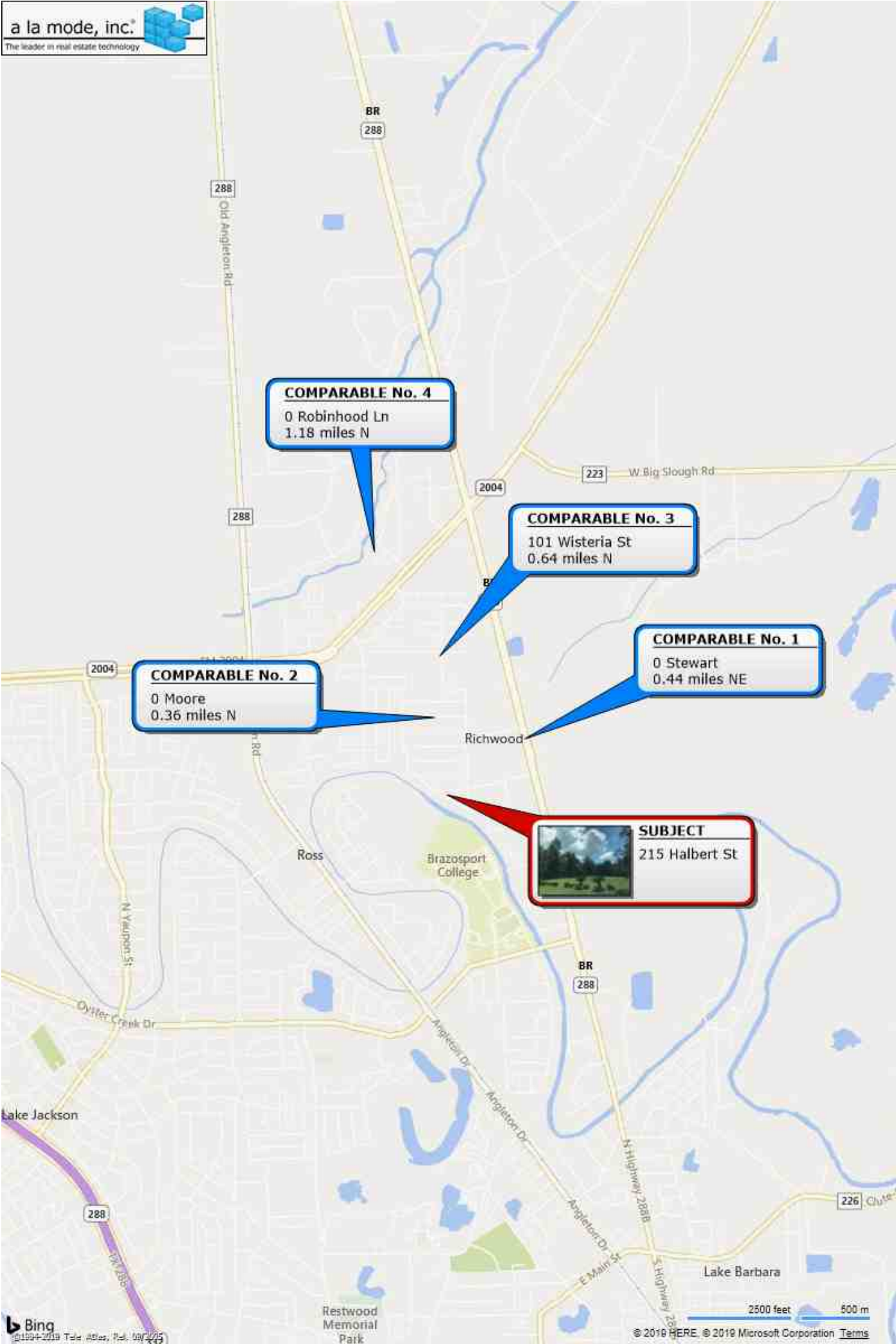
ADDITIONAL COMPARABLE SALES

File No. 15277

[illegible]

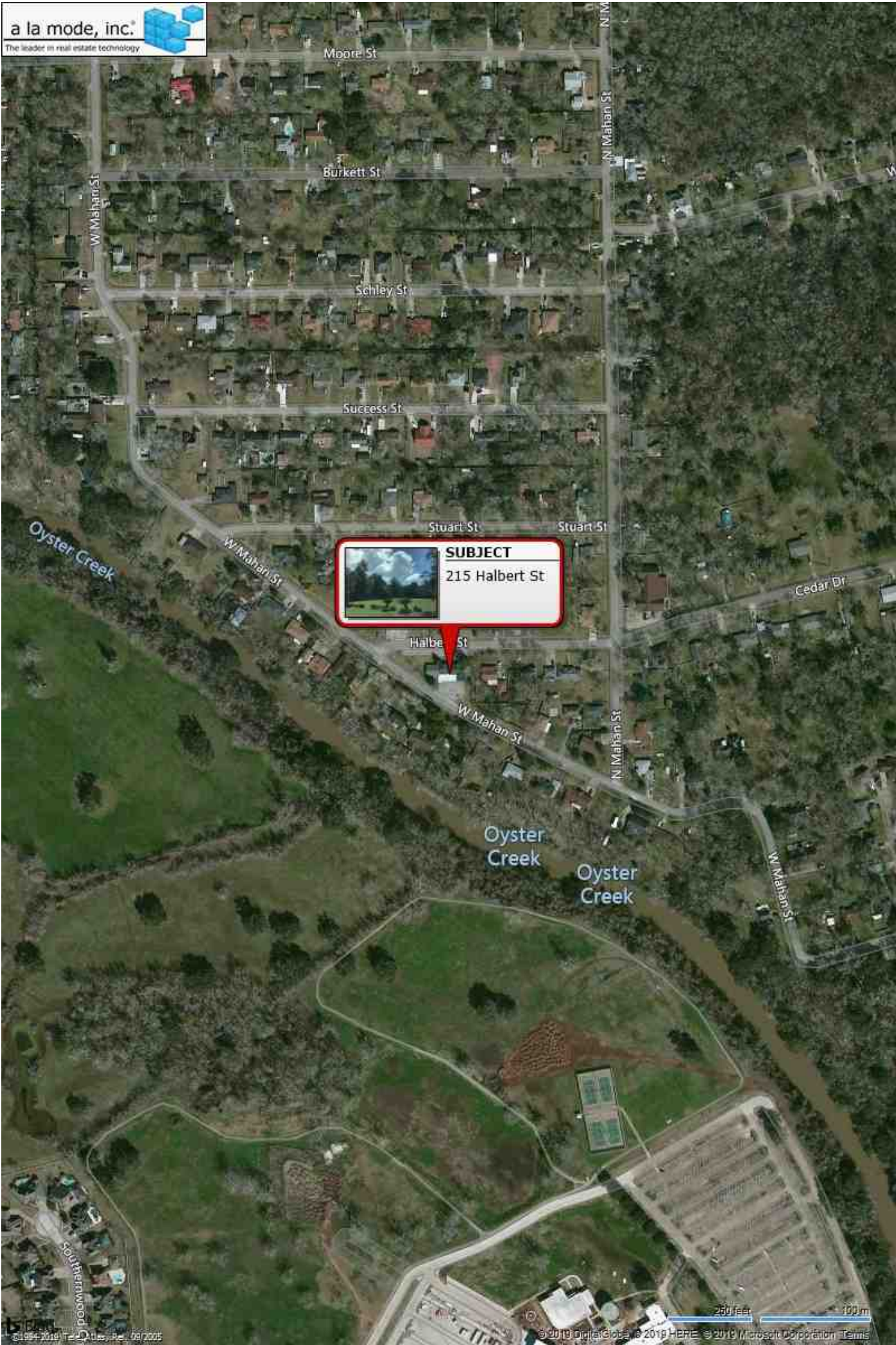
Location Map

Borrower	N/A				
Property Address	215 Halbert St				
City	Richwood	County	Brazoria	State	TX Zip Code 77531
Lender/Client	N/A				



Aerial Map

Borrower	N/A				
Property Address	215 Halbert St				
City	Richwood	County	Brazoria	State	TX Zip Code 77531
Lender/Client	N/A				



Subject Photo Page

Borrower	N/A					
Property Address	215 Halbert St					
City	Richwood	County	Brazoria	State	TX	Zip Code 77531
Lender/Client	N/A					

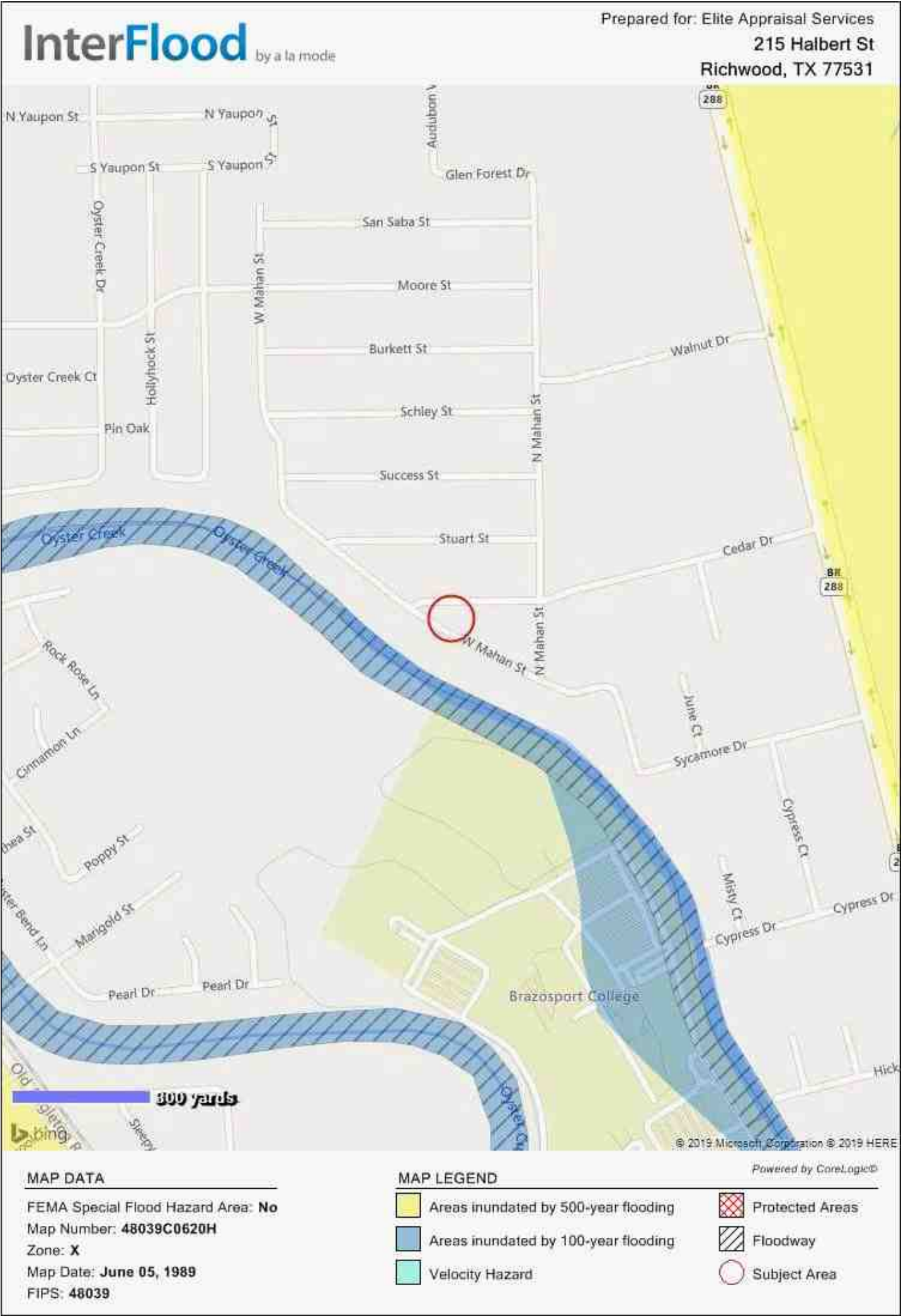


Subject Front

215 Halbert St
Sales Price N/A
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Residential
View 17,437 sf
Site
Quality
Age

Flood Map

Borrower	N/A				
Property Address	215 Halbert St				
City	Richwood	County	Brazoria	State	TX Zip Code 77531
Lender/Client	N/A				



Client:	City of Richwood	Client File #:	15277
Subject Property:	215 Halbert St, Richwood, TX 77531	Appraisal File #:	15277

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of our data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, we have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. We will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- A true and complete copy of this report contains ____ pages including exhibits which are considered an integral part of the report. The appraisal report may not be properly understood without access to the entire report.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

☒ Market Value Definition (below)

☐ Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 4th ed., Appraisal Institute

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

Client:	City of Richwood	Client File #:	15277
Subject Property:	215 Halbert St, Richwood, TX 77531	Appraisal File #:	15277

APPRAISER CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

☒ None ☐ Name(s) _____

As previously identified in the Scope Of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property inspected by Appraiser ☒ Yes ☐ No

Property inspected by Co-Appraiser ☐ Yes ☐ No

ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS

Appraisal Institute Member Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☒ have / ☐ have not completed the continuing education program of the Appraisal Institute.

Designated Appraisal Institute Member Certify:

- As of the date of this report, I ☐ have / ☐ have not completed the continuing education program of the Appraisal Institute.

APPRAISER:

Signature _____

Name William E. Coleman

Report Date 09/17/2019

Trainee ☐ Licensed ☐ Certified Residential ☒ Certified General ☐

License # 1360034 State TX

Expiration Date 04/30/2021

CO-APPRAISER:

Signature _____

Name _____

Report Date _____

Trainee ☐ Licensed ☐ Certified Residential ☒ Certified General ☐

License # _____ State _____

Expiration Date _____

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

WILLIAM EUGENE COLEMAN
325 CALDWELL CIR
ANGLETON, TX 77515



**Certified Residential
Real Estate Appraiser**

Appraiser: **William Eugene Coleman**
License #: **TX 1360034 R** License Expires: **04/30/2021**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified Residential Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.



Douglas E. Oldmixon
Commissioner



301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
REAL ESTATE APPRAISERS
ERRORS & OMISSIONS INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED
AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD.

Insurance is afforded by the company indicated below: (A capital stock corporation)

☒ Great American Assurance Company

Note: The Insurance Company selected above shall herein be referred to as the **Company**.

Policy Number: **RAP4118489-19** Renewal of:
Program Administrator: **Herbert H. Landy Insurance Agency Inc.**
75 Second Ave Suite 410 Needham, MA 02494-2876

-
- Item 1. **Named Insured:** **William Coleman**
- Item 2. **Address:** **325 Caldwell Circle**
City, State, Zip Code: **Angleton, TX 77515**
- Item 3. **Policy Period:** From 03/24/2019 To 03/24/2020
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 2.)
- Item 4. **Limits of Liability:**
- A. \$ 1,000,000 **Damages** Limit of Liability – Each **Claim**
 - B. \$ 1,000,000 **Claim Expenses** Limit of Liability – Each **Claim**
 - C. \$ 1,000,000 **Damages** Limit of Liability – Policy Aggregate
 - D. \$ 1,000,000 **Claim Expenses** Limit of Liability – Policy Aggregate
- Item 5. **Deductible (Inclusive of Claim Expenses):**
- A. \$ 0.00 Each **Claim**
 - B. \$ 0.00 Aggregate
- Item 6. **Premium:** \$ **1,029.00**
- Item 7. **Retroactive Date (if applicable):** **03/24/2015**
- Item 8. **Forms, Notices and Endorsements attached:**
D42100 (03/15) D42300 TX (05/13) IL7324 (08/12)
D42402 (05/13) D42412 (03/17) D42413 (06/17)

A handwritten signature in cursive script, appearing to read "Rita A. Magnum", is written over a horizontal line.
Authorized Representative



Real Estate Appraisers
Errors & Omissions Insurance Policy

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed the person or entity designated below is insured under this Policy solely for vicarious liability arising from **Appraisal Services** performed by the **Named Insured**. Nothing contained in this endorsement will serve to increase the **Company's** limit of liability.

Name of person or entity:
Elite Appraisal Services, Inc.
Stellar Appraisal and Consulting, Inc.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

Insured:	William Coleman	COLW81-1
Policy Period:	03/24/2019 - 03/24/2020	Policy Number: RAP4118489-19
Endorsement Effective Date:	03/24/2019	Endorsement: 1

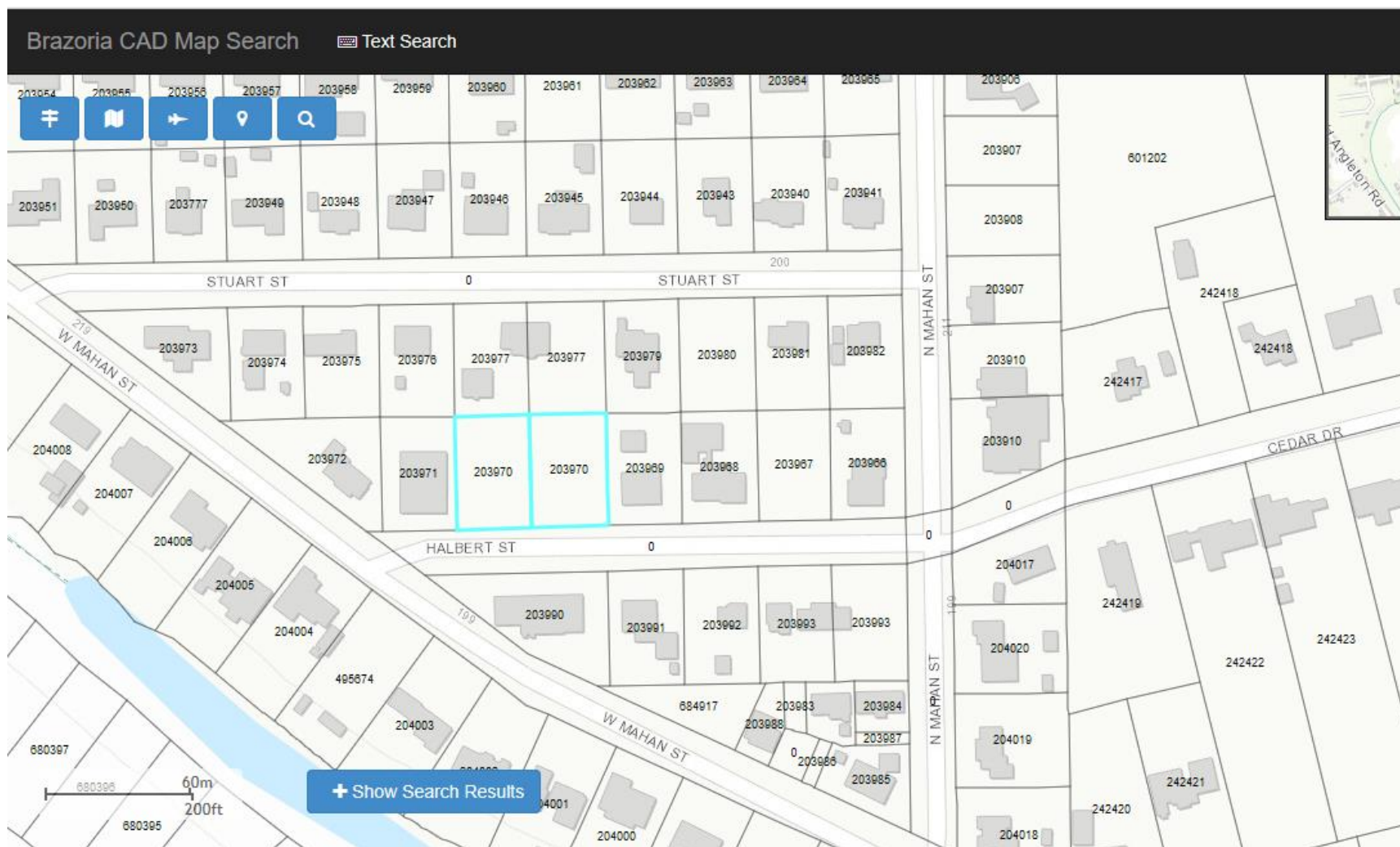
61

Search Results 1

Search Type: Property Account # Search | Search Term: 203990 [Export](#)

Property ID	Options	Geo ID	Owner ID	Owner Name	Legal Description	Situs Address	Doing Business As	Appraised Value	Address 1
203990		3200-0193-160	Null	CITY OF RICHWOOD	Null	215 HALBERT @ MAHAN TX	Null	N/A	Null

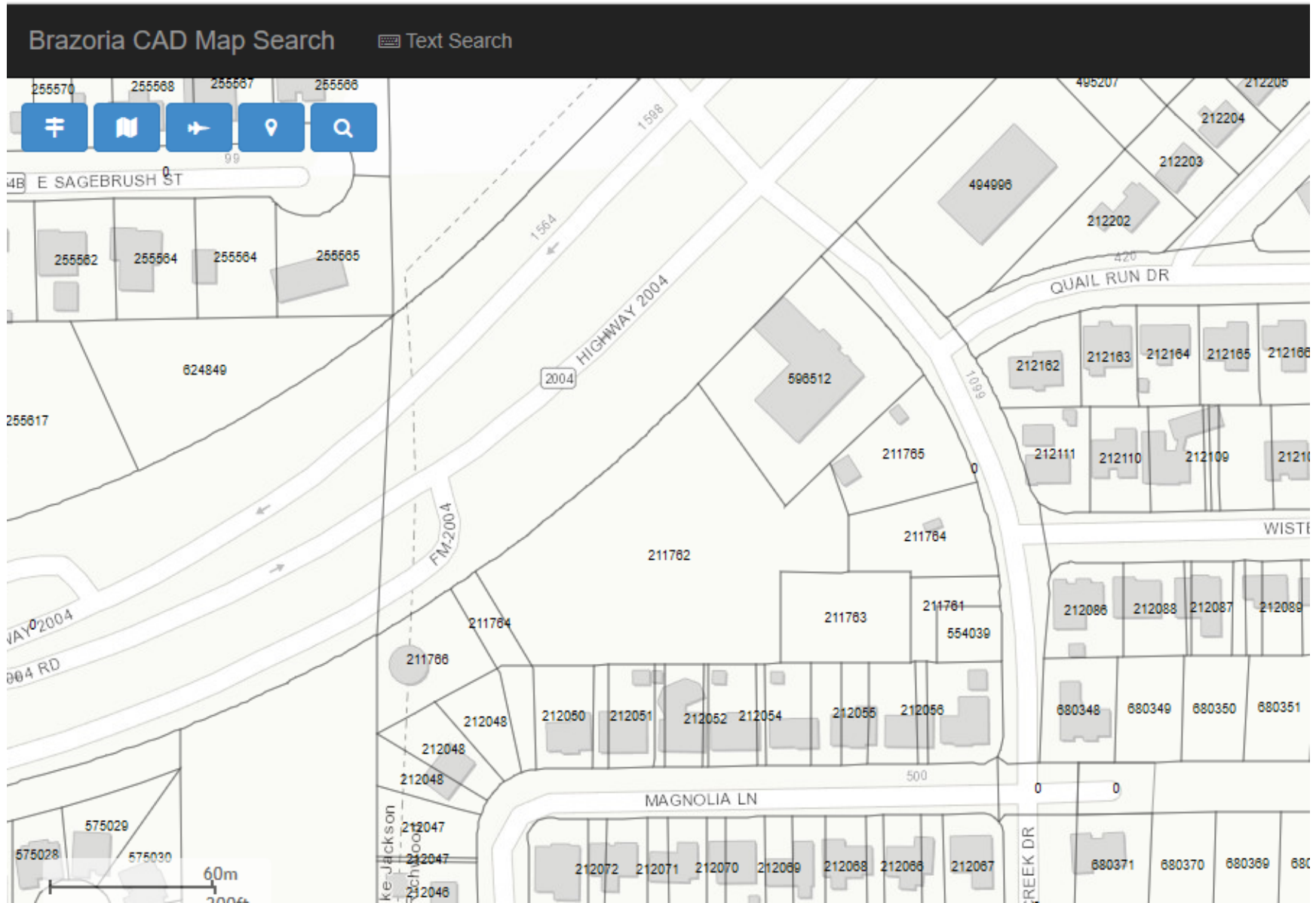
FREEDOM PARK SPACE, PROPERTY ID 903970



KRB PROPOSED ORCHARD SCHEMATIC FOR USE AT 215 HALBERT ST.



PROPOSED COMMUNITY GARDEN SITE, PROPERTIES 211765, 211764, 211763, 211761, 554039





Richwood Community Garden

A project designed to increase the beautification of Richwood while bringing neighbors together.



THE AESTHETICS

PHASE ONE

Keep
RICHWOOD
Beautiful
COMING SOON!





THE
MEMORIUM

PHASE TWO



RICHTWOOD
The Ellis
Community Garden
Beautiful
COMING SOON!

Keep
RICHTWOOD
Beautiful

An aerial photograph of a residential neighborhood. A large area of grass and dirt in the upper left is highlighted in yellow. A black line originates from the bottom right corner of this yellow area and points towards the text 'PHASE THREE' at the bottom right of the image. The surrounding area includes several houses with swimming pools, trees, and streets. The text 'THE GROUNDWORK' is centered within the yellow area.

THE GROUNDWORK

PHASE THREE



Oyster Creek Dr



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: DECEMBER 9, 2019

RE: Proposed Richwood schools Contest for City Logo Development

Before I began my service with the City of Richwood, one of the first observations I made was the opportunity for the City to create branding, such as a City logo, specific to Richwood's history and culture. While many cities have an official logo, others do not. For those cities that have official logos, many of these cities have paid a design/marketing consultant to design proposed logos, which are typically presented to Council for review, approval, and adoption.

City logos often include historical relevance to the municipality. For example, the City of Sugar Land uses the Imperial Sugar crown in their logo, as that was the original site for Imperial's sugar mill. Lake Jackson's logo uses a large oak tree, as there are several old, impressive oak trees the City makes a conscious effort to protect. West Columbia's logo bears the original Lone Star.

Rather than pay a design firm to develop a logo for Richwood, I would like to propose an idea for your consideration to tap the local talent in the community by engaging the community's youth. There are three schools in Richwood, Polk Elementary, Foundation Preparatory Academy, and Our Lady Queen of Peace. With Council's approval, I would like to approach the schools and propose a City logo design contest to begin in the spring semester.

The contest would commence with city staff providing an explanation about city logos, community pride, history, and culture to the schools (if the school administrations agree to participate). I would like to keep the contest open for at least one month with colorful flyers and social media promotion, and give the students time to exercise their creativity, design logos, and submit to their ideas to the City. In a special workshop, Council could review the submissions and narrow it down to the top three design ideas. City staff can then put the finalist logos on the website with a survey for citizens to vote on their favorite design. This contest would end with a

1st, 2nd, and 3rd place winners announced in regular Council meeting with awards presented to the individuals and the schools. C&J Trophy has volunteered to clean up the design schematic.

The new City logo is intended to be used but is not limited to official City of Richwood letterhead, presentations, plaques, etc. Should Council decide to use the logo permanently, I would recommend use on City of Richwood signs, water towers, etc.

This contest does not need to be a permanent solution to branding and city marketing efforts and can have a specific usage time at Council's discretion through adoption of an ordinance. In considering an improvement strategy to increasing branding, I felt engaging the community's youth would get young people excited about where they live, engage the community, and foster a sense of home and community. And how exciting would it be for a local student to see their logo used by the City where they live and/or go to school? Below are a few examples of our municipal neighbors in Brazoria County (some in Fort Bend) that use an official City logo.





Thank you,

Lindsay Koskiniemi
Interim City Manager