



Special Meeting
Monday, September 23, 2019
6:05 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 **Special Meeting on Monday, September 23, 2019 at 6:05 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

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. CONSENT AGENDA

These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items, which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:

No items.

VII. COUNCIL CONSIDERATION AND ACTION ITEMS

- A. Consideration and Possible Actions - Reading of Ordinance 2019-463 4
An Ordinance appropriating adopting a budget for the fiscal year beginning October 1, 2019, and ending September 30, 2020.

- VIII. Consideration and Possible Action - Reading of Ordinance 2019-464 16
An Ordinance adopting a proposed tax rate of \$0.670204 and levying taxes for the use and support of the Municipal Government of the City of Richwood, Texas and providing for the interest and sinking fund of the taxable year 2019.

- IX. EXECUTIVE SESSION 20
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. Interim City Manager/City Manager

B. Interim Finance Director - Contract with Strategic Government Resources (SGR)

X. ACTION AS A RESULT OF EXECUTIVE SESSION

XI. CITY MANAGER'S REPORT

40

XII. FUTURE AGENDA ITEMS

XIII. COUNCIL MEMBER COMMENTS AND REPORTS

XIV. MAYOR'S REPORT

XV. ADJOURNMENT

City Council may, as permitted by law, adjourn into executive session at any time to discuss any matter listed above including if they meet the qualifications in Sections 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding gifts), 551.074 (personnel/officers), 551.076 (deliberation regarding security devices), and 551.087 (deliberation regarding economic development negotiations) of Chapter 551 of the Texas Government Code.

I, Lindsay Koskiniemi, do hereby certify that I did, on 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.

Lindsay Koskiniemi, Interim City Manager
City of Richwood

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Council Memorandum

City of Richwood

RE: Agenda Item: VII – FY 2019-2020 Budget Adoption Ordinance
DATE: September 16, 2019
TO: Mayor and Councilmembers
FROM: John Washburn, Interim Finance Director
CC:

Background: The City is required by Charter and State law to adopt a FY 2019-2020 Budget.

Financial/Budget Considerations: The FY 2019-2020 Budget of the City of Richwood creates the annual planning document and guide to manage the revenues and expenditures of the General Fund and Other Operating Funds as well as the Capital Projects & Constructions Funds of the City of Richwood for the Fiscal Year beginning October 1, 2019 and ending September 30, 2020. Exhibit “A”, The Consolidated Fund Summary and the individual Fund Budget Summaries show the proposed revenues and sources of funds as well as the expenditures and uses of funds for the Fiscal Year 2019-2020.

Committee Recommendation: NA

Staff Recommendation: Staff respectfully requests Council approval of the FY 2019-2020 Budget Adoption Ordinance and the attached Exhibit “A.”

ORDINANCE 19 – 463

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF
RICHWOOD, TEXAS FOR THE FISCAL YEAR 2019-2020 BEGINNING OCTOBER 1,
2019 AND ENDING SEPTEMBER 30, 2020.**

WHEREAS, in accordance with Article 4, Section 4.01 of the City Charter and Section 102.005 of the Texas Local Government Code, the City Manager prepared and filed with the City Secretary by July 31, 2019, a proposed budget for the City of Richwood, Texas, compiled from information obtained from the departments and offices of the City, for the fiscal year beginning October 1, 2019, and ending September 30, 2019; and

WHEREAS, in accordance with Article 4 of the city Charter and Sections 102.006 and 102.065 of the Texas Local Government Code, and after providing the required public notice in the City's official newspaper not less than two weeks prior to the date of the public hearing was duly held on August 26, 2019, at a time set forth in the public notice, said date being more than fifteen subsequent to the filing of the proposed budget by the City Manager, at which time all interested persons were given an opportunity to be heard for or against any item within the proposed budget; and

WHEREAS, after due deliberation and consideration of the proposed budget for fiscal year 2019 – 2020, and after making such amendments to the budget proposed by the City Manager that the City Council has determined are (1) warranted by law, or (2) in the best interest of the taxpayers of the city, the City Council is of the opinion that the Official Budget for the Fiscal Year 2019, with the amendments described and discussed, should be approved and adopted, in accordance with Article 4 of the City Charter and Section 102.007 of the Texas Local Government Code;

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

SECTION ONE. The Official Budget of the City of Richwood, Texas, a copy of which is on file in the office of the City Secretary, a copy of which is attached hereto as Exhibit "A," referenced by the date and number of this Ordinance, is adopted, in accordance with Article 3, Section 3.07 of the City Charter and Chapter 102 of the Texas Local Government Code.

SECTION TWO. The appropriations by department, fund, or other organization unit and the authorization and allocation for each program or activity are hereby deemed to provide a complete financial plan of City funds and activities for Fiscal Year 2020, in accordance with Article 4 of the City Charter and Chapter 102 of the Texas Local Government Code.

SECTION THREE. The provisions of this Ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulation the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict

with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. City Council of the City of Richwood, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases, be declared unconstitutional or invalid.

READING

PASSED AND APPROVED THIS THE 16TH DAT OF SEPTEMBER 2019 BY THE FOLLOWING MOTION, "I MOVE THAT THE FISCAL YEAR 2019-2020 BUDGET BE HEREBY APPROVED AND ADOPED," WHICH WAS MADE BY COUNCILMEMBER _____, MOTION SECONDED BY COUNCILMEMBER _____, AYES: _____ NAYES: _____ MOTION CARRIED.

City Secretary or designee to take record vote as follows:

Name/Position	Present	Vote		
		Aye	Naye	Abstain
Steve Boykin, Mayor				
Mike Johnson, Position 1				
Melissa Strawn, Position 2				
Matt Yarborough, Position 3				
Mike Brown II, Position 4				
Katie Johnson, Position 5				

PASSED AND APPROVED ON THE FIRST READING, this the _____ day of _____, 2019.

ATTEST:

LINDSAY KOSKINIEMI
INTERIM CITY MANAGER

STEVE BOYKIN
MAYOR

[Type here]

[Type here]

Ord. No. 2019-463

APPROVED AS TO LEGALITY:

**MATT ALLEN
CITY ATTORNEY**

FY 2019-2020 BUDGET ORDINANCE - EXHIBIT A

**City of Richwood
FY 2019-20 Budget
Consolidated Fund Summary**

REVENUES & SOURCES OF FUNDS	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Adopted
<u>Major & Other Operating Funds</u>				
General Fund	\$ 2,860,449	\$ 2,815,091	\$ 3,253,508	\$ 2,762,210
I&S Debt Service Fund	176,480	166,333	162,980	357,602
Crime Control & Prevention District Fund	126,149	117,000	116,400	120,000
Beautification Fund	15,508	15,520	15,384	17,020
Transportation Fund	138,794	136,800	144,780	386,404
Water & Sewer Fund	2,021,627	2,171,768	2,174,159	1,842,600
Solid Waste Fund	-	-	-	282,000
Sub-Total:	\$ 5,339,007	\$ 5,422,512	\$ 5,867,211	\$ 5,767,836
<u>Capital Projects & Construction Funds</u>				
General Capital Improvement Project Fund	\$ 82,095	\$ 40,000	\$ 40,000	\$ 60,000
General Capital Equip Replacement Fund	100,531	99,533	43,233	40,000
General Contingency Fund	74,144	7,161	7,161	-
Series 2019 A Bond Capital Projects Fund	-	-	2,955,000	-
Utility Capital Improvement Project Fund	87,686	149,324	153,409	100,000
Utility Capital Equipment Replace Fund	-	-	-	20,000
Utility Contingency Fund	47,069	24,084	-	-
Series 2019 B Bond Capital Projects Fund	-	-	4,000,000	-
Sub-Total:	\$ 391,525	\$ 320,102	\$ 7,198,803	\$ 220,000
TOTAL REVENUES & SOURCES OF FUNDS	\$ 5,730,532	\$ 5,742,614	\$ 13,066,014	\$ 5,987,836
EXPENDITURES & USES OF FUNDS				
<u>Major & Other Operating Funds</u>				
General Fund	\$ 2,823,850	\$ 2,851,681	\$ 2,774,071	\$ 2,842,290
Debt Service Fund	174,711	166,333	166,333	355,394
Crime Control & Prevention District Fund	42,237	133,000	148,645	183,112
Beautification Fund	8,910	16,000	14,000	30,150
Transportation Fund	53,018	136,800	116,000	640,000
Water & Sewer Fund	1,884,284	2,171,768	2,238,983	1,973,564
Solid Waste Fund	-	-	-	320,393
Sub-Total:	\$ 4,987,010	\$ 5,475,582	\$ 5,458,032	\$ 6,344,903
<u>Capital Projects & Construction Funds</u>				
General Capital Improvement Project Fund	\$ 82,095	\$ 40,000	\$ 39,200	\$ -
General Capital Equip Replacement Fund	518,558	67,500	33,835	-
General Contingency Fund	-	-	-	-
Series 2019 A Bond Capital Projects Fund	-	-	48,000	2,907,000
Utility Capital Improvement Project Fund	87,686	149,324	153,409	-
Utility Capital Equipment Replace Fund	-	-	-	-
Utility Contingency Fund	-	-	-	-
Series 2019 B Bond Capital Projects Fund	-	-	60,000	3,940,000
Sub-Total:	\$ 688,339	\$ 256,824	\$ 334,444	\$ 6,847,000
TOTAL EXPENDITURES & USES OF FUNDS	\$ 5,675,349	\$ 5,732,406	\$ 5,792,476	\$ 13,191,903

City of Richwood
FY 2019-20 Budget
General Fund
Budget Summary

	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Adopted	% Change Budget to Adopted
Beg. Unassigned Fund Balance:	\$ 805,308	\$ 841,907	\$ 841,907	\$ 1,321,344	
<u>Revenue Summary</u>					
Property Taxes	\$ 1,706,388	\$ 1,698,408	\$ 1,700,000	\$ 1,696,000	-0.1%
Sales & Other Taxes	823,549	763,998	770,000	648,000	-15.2%
Licenses & Permits	86,685	79,100	107,600	112,000	41.6%
Intergovernmental	-	-	266,000	1,100	-
Fines & Fees	129,609	131,350	104,200	104,250	-20.6%
Services & Fees	5,548	5,075	35,200	36,360	616.5%
Rents & Leases	9,804	9,500	8,237	8,500	-10.5%
Interest	14,240	3,000	13,200	14,000	366.7%
Miscellaneous	2,454	-	125,071	-	-
Operating Transfers	82,172	124,660	124,000	142,000	13.9%
Total Revenue	\$ 2,860,449	\$ 2,815,091	\$ 3,253,508	\$ 2,762,210	-1.9%
<u>Expenditure Summary</u>					
Administration	\$ 575,491	\$ 714,028	\$ 684,591	\$ 519,488	-27.2%
Finance	-	-	-	248,348	-
Maintenance	225,092	225,609	177,875	251,965	11.7%
Streets & Drainage	50,919	125,000	87,810	-	-100.0%
Police	962,014	944,067	916,029	984,862	4.3%
Municipal Court	132,893	89,263	80,850	87,146	-2.4%
Fire	149,559	207,371	307,164	231,412	11.6%
Parks & Recreation	36,798	46,300	25,657	40,920	-11.6%
Code Enforcement	48,643	57,171	58,448	52,730	-7.8%
Building & Inspections	105,731	113,366	77,798	78,750	-30.5%
Disaster & Emergency	46,585	-	25,283	-	-
Non-Departmental	490,125	329,506	332,566	346,671	5.2%
Total Expenditures	\$ 2,823,850	\$ 2,851,681	\$ 2,774,071	\$ 2,842,290	-0.3%
Revenues Over (Under) Expenditures:	\$ 36,599	\$ (36,590)	\$ 479,437	\$ (80,080)	118.9%
Ending Unassigned Fund Balance:	\$ 841,907	\$ 805,317	\$ 1,321,344	\$ 1,241,264	

City of Richwood
FY 2019-20 Budget
I & S Debt Service Fund
Budget Summary

	FY 2018 Actual	FY 2019 Budgeted	FY 2019 Projected	FY 2020 Adopted	% Change Budget to Adopted
Beginning					
Restricted Fund Balance	\$ 106,860	\$ 108,629	\$ 108,629	\$ 105,276	
<u>Revenue Summary</u>					
Property Taxes	176,050	166,333	162,980	355,602	113.8%
Interest	430	-	-	2,000	-
Total Revenue	\$ 176,480	\$ 166,333	\$ 162,980	\$ 357,602	115.0%
<u>Expenditure Summary</u>					
Bond Debt Payments	174,711	166,333	166,333	355,394	113.7%
Total Expenditures	\$ 174,711	\$ 166,333	\$ 166,333	\$ 355,394	113.7%
Revenues Over					
(Under) Expenditures:	\$ 1,769	\$ -	\$ (3,353)	\$ 2,209	-
Ending					
Restricted Fund Balance	\$ 108,629	\$ 108,629	\$ 105,276	\$ 107,485	

City of Richwood
FY 2019-20 Budget
Crime Control & Prevention Fund
Budget Summary

	FY 2018 Actual	FY 2019 Budgeted	FY 2019 Projected	FY 2020 Adopted	% Change Budget to Adopted
Beginning					
Unassigned Fund Balance	\$ 115,050	\$ 198,962	\$ 198,962	\$ 166,717	
<u>Revenue Summary</u>					
Sales Taxes	125,531	117,000	116,400	120,000	2.6%
Interest	618	-	-	-	0.0%
Trfs & Sources of Funds	-	-	-	-	0.0%
Total Revenue & Sources of Funds	\$ 126,149	\$ 117,000	\$ 116,400	\$ 120,000	2.6%
<u>Expenditure Summary</u>					
Personnel Services	\$ 42,156	\$ 95,248	\$ 103,442	\$ 96,782	1.6%
Contracts & Services	81	1,000	2,828	1,000	0.0%
Supplies	-	-	-	-	-
Maintenance & Repairs	-	16,000	18,186	48,605	203.8%
Staff Development & Training	-	4,051	4,307	8,000	97.5%
Miscellaneous	-	-	-	10,000	-
Capital Outlay	-	16,701	19,882	18,725	12.1%
Total Expenditures	\$ 42,237	\$ 133,000	\$ 148,645	\$ 183,112	37.7%
Revenues Over (Under) Expenditures:	\$ 83,912	\$ -	\$ (32,245)	\$ (63,112)	-
Ending					
Unassigned Fund Balance	\$ 198,962	\$ 198,962	\$ 166,717	\$ 103,605	

City of Richwood
FY 2019-20 Budget
Beautification Fund
Budget Summary

	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Adopted	% Change Budget to Adopted
Beginning					
Unrestricted Net Assets	\$ 21,182	\$ 27,780	\$ 27,780	\$ 29,164	
<u>Revenue Summary</u>					
Charges & Fees	\$ 14,508	\$ 14,520	\$ 14,384	\$ 14,520	0.0%
Interest Earnings	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	-
Other Sources of Funds	1,000	1,000	1,000	2,500	150.0%
Total Revenue	\$ 15,508	\$ 15,520	\$ 15,384	\$ 17,020	9.7%
<u>Expenditure Summary</u>					
Contracts & Services	\$ 8,249	\$ 9,500	\$ 9,500	\$ 9,500	0.0%
Supplies & Materials	14	2,100	2,100	1,350	-35.7%
Maintenance & Repairs	-	2,000	-	7,000	-
Staff Development	647	2,400	2,400	5,300	120.8%
Capital Outlay	-	-	-	7,000	-
Total Expenditures	\$ 8,910	\$ 16,000	\$ 14,000	\$ 30,150	88.4%
Revenues Over (Under) Expenditures:	\$ 6,598	\$ (480)	\$ 1,384	\$ (13,130)	
Ending					
Unrestricted Net Assets	\$ 27,780	\$ 27,300	\$ 29,164	\$ 16,034	

City of Richwood
FY 2019-20 Budget
Transportation Fund
Budget Summary

	FY 2018 Actual	FY 2019 Budget	FY 2019 Projected	FY 2020 Adopted	% Change Budget to Adopted
Beginning					
Restricted Fund Balance	\$ 139,365	\$ 225,141	\$ 225,141	\$ 253,921	
<u>Revenue Summary</u>					
Sales & Other Taxes	\$ -	\$ -	\$ -	\$ 120,000	
Charges & Fees	137,671	136,800	143,400	146,000	6.7%
Interest Earnings	1,123	-	1,380	2,500	-
Other Sources of Funds	-	-	-	117,904	-
Total Revenue	\$ 138,794	\$ 136,800	\$ 144,780	\$ 386,404	182.5%
<u>Expenditure Summary</u>					
Contracts & Services	\$ -	\$ -	\$ -	\$ 40,000	0.0%
Maintenance & Repairs	53,018	136,800	116,000	80,000	-41.5%
Capital Outlay	-	-	-	520,000	-
Total Expenditures	\$ 53,018	\$ 136,800	\$ 116,000	\$ 640,000	367.8%
Revenues Over					
(Under) Expenditures:	\$ 85,776	\$ -	\$ 28,780	\$ (253,596)	
Ending					
Restricted Fund Balance	\$ 225,141	\$ 225,141	\$ 253,921	\$ 325	

City of Richwood
FY 2019-20 Budget
Water & Sewer Fund
Budget Summary

	FY 2018 Actual	FY 2019 Budgeted	FY 2019 Projected	FY 2020 Adopted	% Change Budget to Adopted
Beginning Unrestricted Net Assets	\$ -	\$ -	\$ -	\$ (412,787)	
<u>Revenue Summary</u>					
Water Revenue	\$ -	\$ -	\$ -	\$ 954,000	-
Sewer Revenue	-	-	-	837,200	-
Intergovernmental	-	-	-	-	-
Interest	-	-	-	2,000	-
Miscellaneous	-	-	-	35,000	-
Operating Transfers	-	-	-	14,400	-
Total Revenue	\$ -	\$ -	\$ -	\$ 1,842,600	-
<u>Expenditure Summary</u>					
Water Department	\$ -	\$ -	\$ -	\$ 1,076,476	-
Sewer Department	-	-	-	897,088	-
Total Expenditures	\$ -	\$ -	\$ -	\$ 1,973,564	-
Revenues Over (Under) Expenditures:	\$ -	\$ -	\$ -	\$ (130,964)	-
Ending Unrestricted Net Assets	\$ -	\$ -	\$ -	\$ (543,751)	

City of Richwood
FY 2019-20 Budget
Solid Waste Fund
Budget Summary

	FY 2018 Actual	FY 2019 Budgeted	FY 2019 Projected	FY 2020 Adopted	% Change Budget to Adopted
Beginning					
Unrestricted Net Assets	\$ (52,976)	\$ (44,452)	\$ (44,452)	\$ (32,052)	
<u>Revenue Summary</u>					
Solid Waste	\$ 260,622	\$ 298,657	\$ 282,000	\$ 282,000	-5.6%
Intergovernmental	-	-	-	-	0.0%
Interest	-	-	-	-	0.0%
Miscellaneous	-	-	-	-	0.0%
Total Revenue	\$ 260,622	\$ 298,657	\$ 282,000	\$ 282,000	-5.6%
<u>Expenditure Summary</u>					
Solid Waste	\$ 252,098	\$ 273,180	\$ 269,600	\$ 320,393	17.3%
Total Expenditures	\$ 252,098	\$ 273,180	\$ 269,600	\$ 320,393	17.3%
Revenues Over (Under) Expenditures:	\$ 8,524	\$ 25,477	\$ 12,400	\$ (38,393)	-250.7%
Ending					
Unrestricted Net Assets	\$ (44,452)	\$ (18,975)	\$ (32,052)	\$ (70,445)	

Council Memorandum

City of Richwood

RE: Agenda Item: XXX – 2019 Tax Rate Adoption Ordinance
DATE: September 16, 2019
TO: Mayor and Councilmembers
FROM: John Washburn, Interim Finance Director
CC:

Background: The City is required by Charter and State law to adopt a 2019 Tax Rate Adoption Ordinance to support the adopted budget of the FY 2019-2020 General Fund and I&S Debt Service Fund.

Financial/Budget Considerations: The proposed tax rate of \$0.670204 which includes a \$0.552396 rate for General Fund purposes and will generate approximately \$1,660,000 in revenue and a \$0.117808 rate for principal and interest payments which will generate revenue of approximately \$354,143 budgeted in the I&S Debt Service Fund.

Committee Recommendation: NA

Staff Recommendation: The Tax Rate Adoption ordinance is required in order to properly levy, collect and budget for taxes and tax revenue in both the General Fund and I&S Debt Service Fund. The motion to adopt a tax rate is by specified by law and is provided below Section Five of the Ordinance and as follows, "I move that the property tax rate be increased by the adoption of a tax rate of \$0.670204, which is effectively a 6.23 percent increase in the tax rate."

ORDINANCE 19 – 464

AN ORDINANCE LEVYING AN AD VALOREM TAX FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT FOR THE CITY OF RICHWOOD, TEXAS FOR THE FISCAL YEAR 2019-2020; APPORTIONING THE LEVY FOR SPECIFIC PURPOSES; AND PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN THE SAME SHALL BECOME DELINQUENT IF NOT PAID.

WHEREAS, City Council finds it necessary that an ordinance be passed levying an ad valorem tax to provide for current expenditures and improvements for the City of Richwood, Texas during fiscal year 2019-2020; and

WHEREAS, City Council further finds that an ad valorem tax must be levied to provide for the payment of principal and interest on outstanding bonded indebtedness maturing in fiscal year 2019-2020; and

WHEREAS, after due deliberation, study and consideration of the proposed tax rate for fiscal year 2019-2020, City Council has determined that adoption of the rate is in the best interest of the taxpayers of the City and it should be adopted in accordance with law

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

SECTION ONE. There is hereby levied and there shall be collected for the use, support and maintenance & operations of the General Fund of the City of Richwood, Texas and to provide interest & sinking funds to support the debt payments of the I&S Debt Service Fund of the City of Richwood for the Fiscal Year 2019-2020, a tax of \$0.670204 on each one hundred (\$100.00) dollars of assessed valuation upon all property, real and personal, and mixed, within the corporate limits of the City of Richwood subject to taxation, apportioned for the following specific purposes herein set forth;

a) For the current expenditures of the General Fund of the City of Richwood, Texas, and for the general use, support and improvement of the City and its property, there is hereby levied and ordered to be assessed and collected for the fiscal year 2019-2020 on all property situated within the corporate limits of the City, and not exempt from taxation by law, an ad valorem tax rate of \$0.552396 on each one hundred (\$100.00) dollars valuation of such property, and

b) For the purpose of paying principal and interest payments of the I&S Debt Service Fund for each issue of tax supported debt of the City of Richwood, Texas, there is hereby levied and ordered to be assessed and collected for the fiscal year 2019-2020 on all property situated within the corporate limits of the City and not exempt by law, an ad valorem tax rate of \$0.117808 on each one hundred (\$100.00) dollars of assessed valuation of such property.

SECTION TWO. In accordance with the provisions and requirements of Section 26.05 (b) of the Texas Tax Code, as amended, the City Council hereby states as follows:

THIS YEAR'S TAX LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY.

SECTION THREE. The ad valorem taxes levied under this ordinance shall be due October 1, 2019, and may be paid up to and including January 31, 2020, without penalty; but if not paid on or before January 31, 2020, shall immediately become delinquent on February 1, 2020, provided, however, in accordance with Section 31.03(a) of the Texas Tax Code, the ad valorem taxes due hereunder may, at the option of the tax payer, be paid in two payments without penalty or interest so long as the first payment of one-half of the taxes levied is paid before December 1, 2019, and the remaining one-half is paid before July 1, 2020.

SECTION FOUR. No discounts are authorized on property tax payments made prior to January 31, 2020.

SECTION FIVE. All taxes become a lien upon the property against which assessed and the designated City tax collector for the City is authorized and empowered to enforce the collection of such taxes according to the Constitution and Laws of the State of Texas an ordinances of the City, and shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest. All delinquent taxes shall bear interest and other charges from the date of delinquency as prescribed by state law.

PASSED AND APPROVED THIS THE 26TH DAY OF SEPTEMBER 2019 BY RECORD VOTE WITH THE FOLLOWING MOTION, "I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.670204, WHICH IS EFFECTIVELY A 6.23 PERCENT INCREASE IN THE TAX RATE. MOTION WAS MADE BY COUNCILMEMBER _____, MOTION SECONDED BY COUNCILMEMBER _____. MOTION CARRIED THIS 26th DAY OF SEPTEMBER 2019.

Name/Position	Present	Vote		
		Aye	Naye	Abstain
Steve Boykin, Mayor				
Mike Johnson, Position 1				
Melissa Strawn, Position 2				
Matt Yarborough, Position 3				
Mike Brown II, Position 4				
Katie Johnson, Position 5				

ATTEST:

**LINDSAY KOSKINIEMI
INTERIM CITY MANAGER**

**STEVE BOYKIN
MAYOR**

APPROVED AS TO LEGALITY:

**MATT ALLEN
CITY ATTORNEY**



City of Richwood

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

MEMORANDUM

TO: Mayor Steve Boykin
Members of Council

FROM: Lindsay Koskiniemi, Interim City Manager

DATE: SEPTEMBER 18, 2019

RE: Executive Session to Discuss Personnel Matters – Interim City Manager, Interim Finance Director

This Executive Session Item was requested by Council at the Special Meeting on September 16, 2019 to discuss personnel matters related to staffing specifically for the position of City Manager/Interim City Manager and the contractual position Interim Finance Director.

At this time, it appears Council has two options: 1) Ask Interim City Manager to step down and return to being the Finance Director and find a new interim city manager until a permanent city manager is hired, or 2) Continue using Strategic Government Resources (SGR) or another government staffing/recruitment service provider to continue using an interim finance director until a city manager is hired, as which time the current interim city manager would return to the normal, permanent full-time Finance Director position.

I make no recommendation on this matter, as I am presently involved and intend to apply for the City Manager position when it is posted.

Thank you,

Lindsay Koskiniemi
Interim City Manager



May 14, 2019

CITY OF RICHWOOD, TEXAS

Recruitment for City Manager

STATEMENT OF QUALIFICATIONS

May 14, 2019

Mayor Steve Boykin and City Council Members
City of Richwood
1800 N. Brazosport Blvd.
Richwood, Texas 77531

Dear Mayor Boykin and Council Members;

It is a pleasure for Chris Hartung Consulting, LLC to submit to you this proposed work plan and supporting information outlining our approach to assisting the City of Richwood in the recruitment and selection of a new City Manager. We are excited about the opportunity to be a part of the process of finding a truly outstanding professional who can participate as a member of the City's leadership team in partnership with the City Council. This work plan has been prepared based my conversation with the current incumbent, our understanding of the search process specifically involving city executives, our experience in similar searches and Chris Hartung's over twenty years of experience in city management. We fully understand the importance of this decision to the City of Richwood.

Chris Hartung has over twenty-five years' experience as the owner of a firm or lead consultant engaged in a wide variety of public sector executive search assignments for cities in Texas and the Southwest. Chris Hartung Consulting, LLC was founded in July 2009 as a sole proprietorship owned by G. Chris Hartung. The firm is a successor to Hartung and Associates, a firm which Chris Hartung operated from January 1988 until October 1997. From 1997 until July of 2009, Chris Hartung was a lead consultant for a national executive search firm. Chris Hartung Consulting was transitioned to an LLC in December 2012. The purpose of Chris Hartung Consulting, LLC is to strengthen local government through the provision of effective training, organizational development, executive recruitment and selection, and cost-effective consulting services.

This work plan involves a partnership between the consultant and the City Council in an effort to take advantage of the skills and abilities of both, while keeping the cost as low as possible. Chris Hartung has experience recruiting for a wide variety of positions in local governments. A list of client references for similar recruitments is attached to this proposal.

Chris Hartung is the authorized representative of the firm and will be the lead consultant for this project. He will handle all the client contact, candidate solicitation and reference calls involved in completing the recruitment. We have sufficient resources in personnel, equipment and time to conduct this project and are prepared to begin recruitments immediately after notification to begin. Administrative support for the firm is provided through an office staff of three under contract with Regus. Since August of 2009, Chris Hartung Consulting, LLC has established a record of successful completion of similar projects for a variety of clients. We welcome the City to contact any of the clients listed in this proposal.

The philosophy of Chris Hartung Consulting, LLC regarding filling key executive positions in local government is based upon the belief that the best (and maybe only) predictor of success in a position is past success in the same or a similar position. With this principle in mind, our approach to an executive search assignment is to begin the process by developing a current and accurate description of the background, qualifications, personal characteristics and initial priorities for the position. The balance of the assignment is focused on developing a pool of candidates meeting the profile through an aggressive solicitation and screening process that is intended to result in a final group of highly qualified candidates meeting the profile for the client to interview. During the engagement, Chris Hartung Consulting, LLC will guide the City Council with advice at key decision points and by providing logistical support through the handling of applicant communications.

Chris Hartung Consulting, LLC is dedicated to conducting executive search assignments in accordance with the spirit and the intent of equal opportunity laws and regulations. We are proud of the record we have established in being able to recruit and refer candidates from protected classes including women and minority applicants.

I will be happy to discuss this work plan and answer any questions at your convenience. Please call me at 469-321-2180 or e-mail at chris@chcpublicsectorsolutions.com.

Sincerely,

G. Chris Hartung
Owner/President

PROPOSED WORK PLAN

Recruitment and Selection of a New City Manager for the City of Richwood, Texas

SCOPE OF THE PROJECT

Richwood is a city in Brazoria County, Texas. The population was 3,510 at the 2010 census. The City Council of Richwood is currently considering contracting with an executive recruiting firm to assist the City in the recruitment and selection of the next City Manager. We understand the City will be seeking an experienced public management professional who can assist the City Council achieve the City's vision for the community. This work plan has been developed to utilize the expertise and background of the consultant in partnership with the City Council.

TASK ONE: DEVELOPMENT OF THE PROFILE AND ADVERTISING STRATEGY

Chris Hartung Consulting, LLC conducts executive search assignments based upon the belief that the best predictor of success in a position is past success in the same or a similar position. Therefore, the process that follows is intended to describe the requirements of the position accurately and then to generate a pool of candidates who have accomplishments and experiences in areas of interest to the City Council.

When authorized to begin this project, the Consultant will meet with the City Council and others, as directed by the City Council, to discuss the background, qualifications and personal characteristics which would make someone a truly outstanding candidate for this position. The Consultant will gather information about immediate issues that will confront the new City Manager during the first twelve to twenty-four months of employment. If desired by the City Council, the Consultant will interview other key stakeholders including city personnel and/or members of the community to gather additional perspectives on the position. During the initial discussions regarding this engagement, the Consultant will also gather information from the City staff to be used in the development of a community profile to be included with the advertising piece to be developed for this recruitment.

We realize that often the decision to apply for a municipal executive position is a family decision as much as it is a career decision. For that reason, we will promote the Richwood position as not only a good career opportunity, but also promote the area as a great place to live. Because of our previous experience with cities along the Texas Gulf coast and in the Houston area, we believe we are in a strong position to be a strong advocate for the City of Richwood.

The Consultant will ask the City to designate one person to be the Project Coordinator and the primary contact for this recruitment. In addition, the Consultant will present an updated schedule for this assignment and will get concurrence from the City Council for the schedule.

Following the initial stakeholder interviews, the Consultant will develop a profile describing the ideal candidate background as well as the priority issues which will face the new executive during the first twelve to twenty-four months of employment. This profile will be submitted to the City Council for review and approval before its use in Task Two. Once the City has approved a profile, the Consultant will prepare a brochure based upon the profile to be used as an advertising piece during Task Two. The completed brochure will include instructions to interested parties indicating that they should forward their resume and other information directly to the Consultant. A sample brochure from the Aransas Pass recruitment is attached to this proposal.

As part of Task One, the consultant will also advise the City Council regarding the placement of ads in various professional organization job posting web sites and/or journals as mutually agreed to by the Consultant and the City. This assistance will include the development and placement of ad copy for this position. Typical ad placements for the position of City Manager include the job boards of various professional organizations such as

the Texas Municipal League and the International City/County Management Association.

TASK TWO: RECRUITMENT OF OUTSTANDING CANDIDATES FOR THE POSITION

Following completion of Task One and placement of the advertising, the Consultant will undertake a process of contacting, directly by telephone and electronically, individuals in city management as well as local government officials, consultants, and others with knowledge of local government to identify potential candidates for the position. Our experience in similar searches of this kind has shown us that often the best qualified candidates are not in the active job market and may not respond to traditional advertising approaches or to spam e-mails. The Consultant will focus his efforts on personal outreach and extensively circulating the brochure developed during Task One. Throughout this effort, the Consultant will actively promote this position as a good career and family opportunity.

The Consultant will acknowledge receipt of all resumes to the applicants and will prepare a master list of applicants for this position. It is recommended that the positions be posted by the City as “Open until filled”, so that resumes which come in after the first review date can be considered.

TASK THREE: INITIAL SCREENING OF THE APPLICANT POOL

Following the first review date, the Consultant will begin the screening process. Initially, applicant information will be reviewed to allow the Consultant to eliminate candidates whose information does not indicate the background and qualifications desired by the City as described in the profile developed in Task One. The Consultant will identify at least ten to fifteen candidates who appear to meet the minimum qualifications and experience desired by the City. A questionnaire will be submitted to these candidates seeking additional information about the applicant's background and accomplishments in several specific areas of importance to the City of Richwood as described in the profile developed in Task One.

Once the questionnaires have been completed and returned to CHC, it is anticipated that the Consultant will meet with the City Council to discuss the pool of candidates for the position. The objective of this discussion will be to identify a group of six to ten candidates for the Consultant to invite to participate in a video interview and a telephone interview with the Consultant. Chris Hartung Consulting, LLC is proud to be able to make available video interviewing through RIV InterviewStream. (See information on page 3.) The video interviews will be designed to provide the Consultant and the Client with additional information about these applicants' experiences and accomplishments as well as provide an opportunity to see and hear their responses to the questions. The City Council will be provided with a link to the InterviewStream website which will provide access to the video interviews at the convenience of the reviewer.

The Consultant telephone interviews are intended to provide the Consultant with additional information about the candidates to allow the development of a recommendation to the City Council for a group of four to six candidates to be designated as finalists who will be scheduled for interviews with the City Council in Richwood. During this Task, the Consultant will conduct an Internet search for information published about any of the potential finalists.

As a final step in this Task, the Consultant will meet with the City Council to discuss the results of the initial screening of the candidates and the video interviews. The objectives of this meeting will be to identify the finalists to be interviewed by the City Council and to develop a schedule for the final interview process. With concurrence of the City, the Consultant will move forward to Task Four, Gathering of Reference Information.

Chris Hartung Consulting – RIV Interview Stream Partnership

Client Situation

The City of Richwood recognizes the importance of recruiting high-caliber professionals who are committed to quality work and ethical values. The Chris Hartung Consulting/InterviewStream proposed solutions will help you in your recruitment efforts while providing significant cost savings.

Overview

RIV InterviewStream, Inc. is the original provider of pre-recorded and live video interviewing solutions. The firm's product suite of proprietary online technology provides video interview solutions to hundreds of businesses, colleges and universities, executive search firms, staffing firms, and the world's leading global career transition firm.

RIV InterviewStream offers a range of 100% web-based solutions that can help your organization be more efficient in saving time and resources while quickly realizing a return on investment. Organizations can realize significant value in using pre-recorded, live and the internal mobility video interviewing platform. Use of these tools can assist organizations currently exploring opportunities to increase efficiencies and effectiveness within their hiring and related recruiting functions.

Partner with the Best

RIV InterviewStream offers unmatched flexibility with pre-recorded and live video interviewing suite of tools and a proven track record with over 5,000,000 accessible users in 120 countries and eight (8) languages. An adaptable mobile app strategy truly affords RIV InterviewStream clients with flexibility to react quickly and interview select candidates anytime, anywhere.

The bottom line? There is no competing provider that can match the flexibility, simplicity, and level of scalability that our system can offer. InterviewStream is the only provider to cover the entire interview cycle – from practice to employment.

Interview Anytime, Anywhere

No matter where your applicants are in the world or what browser or operating system you or they use - InterviewStream's expansive product suite will work for you! Our systems function independently or with other applicant tracking, recruiting, and career management systems. Above all, it's 100% web-based and can be accessed from any internet-connected computer and tablet.

TASK FOUR: GATHERING OF REFERENCE INFORMATION

Upon completion of Task Three, the Consultant will obtain a release from this group of finalists, allowing him to contact references and to gather information about his/her background including education verification in accordance with the federal Fair Credit Reporting Act (FCRA). The candidates will also be given information about the schedule for interviews in Richwood. The main effort in Task Four will be to contact named and unnamed references to gather information about what others think about the work experience and accomplishments of the potential finalists. The Consultant will request at least ten named references from the candidates and will contact at least seven of them. We will also contact other individuals familiar with the candidates' work experience but not named as references as well. Because we consider the reference calls a vital part of the screening process, Chris Hartung will personally contact these individuals. This task will not be delegated to support personnel.

In addition, if authorized by the City, the Consultant will have a third party investigate social media, court records, driver license, and educational clearinghouses to determine if there are any problems in these areas of a candidate's background that the City Council should be aware of. CHC has an agreement with Pinkerton Consulting and Investigations, Inc. to perform this work. If negative information is discovered during this Task, the City Council will be informed as soon as possible.

TASK FIVE: FINAL INTERVIEW PROCESS AND COMPLETION OF SEARCH

As part of the base fee, the Consultant will be available to assist the City Council as needed in the preparation and conduct of the final interviews for this position in Richwood. The Consultant will notify finalists about the schedule and other details of the interview process. Candidate travel expenses are the responsibility of the City.

The Consultant will prepare a binder containing information on the finalists for this position for the City Councilmembers. This information will be sent to the City several days prior to the interviews. The information included in the Final Book will include the resumes and other information provided by the candidates, the questionnaire completed by the finalists, the interview notes from the Consultant's interview with the finalists as well as the written reference notes. (Reference notes are typically only provided to the hiring authority and those in the hiring chain, but not to potential peers, subordinates or outside panel members.) The Final Books will also include a set of suggested interview questions for the City Council. The Consultant will be available to attend the final interviews, not to participate in the questioning of candidates, but to assist the City Council and facilitate discussion if desired.

Following completion of the interviews for a position, the Consultant will also be available to assist in negotiations of a salary and benefit offer and/or employment agreement with the selected candidate.

GUARANTEE

CHC is offering a three-way guarantee to the City of Richwood if selected to conduct the search as outlined in this work plan. (1) If for some reason, the City is not able to appoint a candidate following the initial group of interviews for a position, the Consultant will work to develop an additional group of finalists for the position for the City Council to consider. CHC will stay with the process until an appointment is made for the basic fee outlined in the proposal dated May 14, 2019. (2) CHC also commits to not solicit any selected candidate for other search assignments during his/her tenure with the City of Richwood. (3) If the candidate selected as a result of this contract is terminated or resigns within twelve (12) months of appointment, CHC will conduct a new search to fill the position for no additional fee, but only with the reimbursement of out-of pocket expenses.

PROPOSED FEE AND EXPENSES

The fee to conduct the recruitment engagement as described in this proposal is \$16,000, plus reimbursement for out-of-pocket expenses. Reimbursement for out of pocket expenses typically includes the direct cost for brochure layout, advertising, printing, postage/shipping, consultant mileage and travel expenses, and third-party background research, but does not include costs for candidate travel which are handled directly by the City. The fee includes up to six trips to Richwood during the search process including the final interview sessions. If additional trips or additional services beyond the scope of this proposal are requested by the City, an additional fee may be requested. The fee for professional services is due and payable according to the following schedule: \$2000 due at completion of the interviews in Task One, \$2000 at completion of Task One, \$2000 at completion of Task Two, \$2000 at completion of questionnaires in Task Three, \$2000 at completion of Task Three, \$2000 at Completion of Task Four, \$2000 at submission of the finalist binders prior to the interviews in Task Five, and \$2000 when the search is finalized and the appointment is made. Expenses will be billed as incurred. Payments should be sent to Chris Hartung Consulting, LLC, P.O. Box 434, Bedford, Texas 76095. We will be happy to contract for a total cost not to exceed \$22,000.00 for the scope outlined in this proposal.

G. CHRIS HARTUNG

Owner/President of Chris Hartung Consulting, LLC

Chris Hartung is the Owner and President of Chris Hartung Consulting, LLC. Chris has over twenty-five years of public sector consulting experience in the areas of executive search, compensation, classification and other management consulting projects. He also has 20 years of experience as a manager in city government, including service as Director of Finance, Assistant City Manager, and City Manager in full-service municipalities with populations ranging from 15,000 to 160,000. He served for eight (8) years as City Manager of Denton, TX and for seven (7) years as Assistant City Manager for the City of Garland, Texas. Chris is proud of the fact that both Garland and Denton developed reputations for being able to recruit and maintain highly qualified professional staff members.

Chris has conducted management-consulting assignments in a number of areas including compensation planning and implementation, strategic planning, organizational staffing, total quality management, and executive recruitment. His executive recruitment assignments have included chief executive officer, city manager, city attorney, assistant city manager, fire chief, director of parks and recreation, director of public works, and other key executive positions. He has written and presented training in a number of subject areas including recruitment and selection of key employees, effective performance evaluation, leadership and management skills, and customer relations in a public sector environment. Chris authored an article on local government budgeting in hard times which was published by the Texas Municipal League in the May 2010 issue of its magazine *Texas Town & City* and an article on the job interview which was published in the November 2011 issue of *Public Management*, the magazine of the International City/County Management Association. In 2013, he authored an article on the history of Zero-Base Budgeting in Garland, Texas which was published by the Government Finance Officers Association.

PROFESSIONAL ACCOMPLISHMENTS AND EDUCATION

Chris received his bachelor's degree in government from Southern Methodist University in Dallas and his master's degree in public administration from the University of North Texas in Denton. He has conducted lectures and seminars for Texas A&M University, the University of Texas at Austin, the University of Texas at Arlington, and the University of North Texas. Chris is on the faculties of the Bill Blackwood Law Enforcement Management Institute of Texas (LEMIT) hosted by Texas Woman's University and the Certified Public Manager Program (CPM) sponsored by Texas State University and conducted in Arlington, Texas. He has also served as a graduate adjunct in Public Administration at the University of North Texas.

CLIENT REFERENCES

Client and Contact

Search Engagements

City of Lago Vista, Texas
Dale Mitchell, Former Mayor
(512) 529-7211

City Manager (2017)

City of Aransas Pass, Texas
Ram Gomez, Mayor
(361) 758-5301

City Manager (2017)

City of Woodway, Texas
Bob Howard, Mayor
(254) 717-3069

City Manager (2018)

City of Del Rio, Texas
Bruno Lozano, Mayor
(830) 765-6880

City Manager (2019)

City of Fair Oaks Ranch
Garry Manitzas, Mayor
(210) 698-2505

City Administrator (2016)

Chris Hartung Partial List Recruitments-City Manager/Administrators

(Proprietary and Confidential)

(* indicates current incumbent resulted from CH recruitment)

Abilene, TX	City Manager
Athens, TX	City Administrator
Bee Cave, TX	City Manager
Bridgeport, TX	City Administrator (2)
Brownsville, TX	City Manager
Brownwood, TX	City Manager
Canton, TX	City Manager
Chickasha, OK	City Manager (2)
Corinth, TX	City Manager
Del Rio, TX	City Manager (Current)
Dodge City, KS	City Manager
Ennis, TX	City Manager * (2)
Fair Oaks Ranch, TX	City Administrator *
Fate, TX	City Manager
Flower Mound, TX	City Manager
Friendswood, TX	City Manager (3)
Gatesville, TX	City Manager
Highland Park, TX	Town Administrator *
Hillsboro, TX	City Manager * (3)
Hobbs, NM	City Manager
Ingleside, TX	City Manager

Jasper, TX	City Manager
Juneau, AK	Borough Manager
Keene, TX	City Manager *
Kerrville, TX	City Manager * (5)
Kilgore, TX	City Manager
La Porte, TX	City Manager
Madisonville, TX	City Manager
Midlothian, TX	City Manager
Missouri City, TX	City Manager (2)
Mount Pleasant, TX	City Manager * (3)
Paris, TX	City Manager
Pearland, TX	City Manager
Prosper, TX	Town Manager *
Sachse, TX	City Manager
San Angelo, TX	City Manager
Sanger, TX	City Manager
Sealy, TX	City Manager
Seguin, TX	City Manager
Taylor, TX	City Manager *
Vernon, TX	City Manager *
Weatherford, TX	City Manager
Wimberley, TX	City Administrator*
Woodway, TX	City Manager *

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") dated this __ day of September, 2019

BETWEEN

City of Richwood, Texas of 1800 N. Brazosport Blvd., Richwood, TX 77531
(the "Client")

OF THE FIRST PART

- AND -

George C. (Chris) Hartung dba "Chris Hartung Consulting, LLC" of 2000 East Lamar, Suite 600,
Arlington, Texas, 76006
(the "Consultant")

OF THE SECOND PART

BACKGROUND:

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Consultant is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Consultant to provide the Client with services (the "Services") consisting of recruitment of the new City Manager as outlined in the scope of services described in the proposal letter dated May 14, 2019 addressed to Mayor Steve Boykin and Council Members. The letter proposal is attached to this agreement. The Services will also include any other tasks which the parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

Term of Agreement

- 2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
- 3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 30 days.

4. Except as otherwise provided in this Agreement, the obligations of the Consultant will terminate upon the earlier of the Consultant ceasing to be engaged by the Client or the termination of this Agreement by the Client or the Consultant.

Performance

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

6. For the services rendered by the Consultant as required by this Agreement, the Client will pay to the Consultant compensation on the following basis: Payment for services is as outlined in the proposal letter dated May 14, 2019. The fee for these services is \$16,000.
7. This compensation will be payable as described in the proposal letter dated May 14, 2019, while this Agreement is in force.
8. The Client is entitled to deduct from the Consultant's compensation any applicable deductions and remittances as required by law.

Additional Compensation

9. In addition to the above compensation, the Consultant will be entitled to the following compensation for performing the Services: If the City requests services in addition to those outlined in the proposal letter, the consultant will provide a cost estimate prior to authorization.

Reimbursement of Expenses

10. The Consultant will be reimbursed for out of pocket expenses as outlined in the proposal letter, incurred by the Consultant in connection with providing the Services hereunder not to exceed \$6000.00. The Consultant will furnish statements and vouchers to the Client for all such expenses.

Assignment

11. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Capacity/Independent Contractor

12. It is expressly agreed that the Consultant is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

13. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Time of the Essence

14. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

15. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Currency

16. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Governing Law

17. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

18. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this ____ day of September, 2019.

APPROVED:

George C. (Chris) Hartung
dba "Chris Hartung Consulting, LLC"

Steve Boykin, Mayor
for the City of Richwood

Per: _____ (Corp seal)



Date: May 17, 2019

Agreement for Interim Finance Director Services
By and Between Strategic Government Resources and the City of Richwood, Texas

City of Richwood, Texas
Michael Coon, City Manager
mcoon@richwoodtx.gov

Strategic Government Resources
Melissa Valentine, Managing Director, Recruitment & Human Resources
MelissaValentine@GovernmentResource.com

("City")

("SGR")

Scope of Services. The City of Richwood, Texas, (referred to as "City") seeks an Interim Finance Director to perform related duties for City. Strategic Government Resources (referred to as "SGR") will provide a highly experienced local government professional to serve as Interim Finance Director for City.

Recommended Candidate. SGR and City will work together to determine a final candidate for consideration. Should City wish to consider an alternate candidate, SGR can provide other experienced local government professionals for City to interview. City may interview candidate(s) by phone, Skype, or in person. City will reimburse all travel, lodging, and per diem expenses for any in-person interviews.

If at any time during the assignment, City wishes to have another candidate provided to serve as Interim Finance Director, SGR will produce additional experienced local government professionals to fill the position, to the satisfaction of City, pending availability of suitable candidates.

Terms and Conditions. SGR will provide an Interim Finance Director at a rate of \$50.00 per hour. The total amount of the contract will not exceed \$49,999.00 unless approved by City and SGR through an amendment to this contract. The Interim Finance Director will work a maximum of 40 hours per week unless approved by City. Any hours worked in excess of 40 hours per week, will be billed at the standard contract rate of \$50.00 per hour.

City Contact for Invoicing:

Name: Lindsay Koskiniemi

Email: L.Koskiniemi@richwoodtx.gov

Phone: 979-265-2062

1. SGR will perform a Comprehensive Media Search on the candidate selected by City and provide a comprehensive media report to City. This media report is compiled from information gathered using our proprietary online search process. This is not an automated process and produces far superior results than a standard media or simple Google search. The report length

may be as long as 350 pages and may include news articles, links to video interviews, blog posts by residents, etc.

2. SGR will perform a comprehensive background investigation on the candidate selected by the City. SGR uses a licensed private investigation firm for these services. Through SGR's partnership with FirstCheck, we are able to provide our Cities with comprehensive background screening reports that include detailed information such as:
 - Social Security number trace
 - Address history
 - Driving history/motor vehicle records
 - Credit report
 - Federal criminal search
 - National criminal search
 - Global homeland security search
 - Sex offender registry search
 - State criminal search (for current and previous states of residence)
 - County criminal search (for every county in which candidate has lived or worked)
 - County civil search (for every county in which candidate has lived or worked)
 - Education verification
3. City is responsible for the cost of any drug screening that City may require.
4. All routine business expenses incurred by SGR's representative in their role as Interim Finance Director will be reimbursed under the same terms and conditions that such expenses would be reimbursed for any other employee of City, such as mileage, hotel, and per diem when traveling at the request of City, and business meals incurred for local meetings. Commute time will not be billed by SGR.
5. Depending on the location of the permanent residence of the selected Interim Finance Director, mileage reimbursement and temporary housing may be required. Mileage is reimbursed by City at the current IRS mileage reimbursement rate. The City may elect to provide temporary housing such as a local hotel, direct billed to City, with a mileage/travel reimbursement of twice per month between Interim Finance Director's permanent residence and City.
6. City will be billed weekly for the previous week's work and any travel/housing reimbursement payment will be due within 14 days of each billing. SGR will not be compensated for holidays, vacation time, sick leave, etc.
7. If City hires the candidate placed as Interim Finance Director for a permanent position during the term of this agreement or within 12 months after the conclusion of this agreement, City will pay SGR an employment placement fee of \$5,000.00. This fee is waived if SGR conducts a full-service executive search for this position.
8. City or SGR may terminate the agreement for Interim Finance Director Services with a fourteen (14) day written notice, without cause or penalty.

Cost Summary. SGR will provide Interim Finance Director Services to City as follows:

<i>Interim Finance Director Services</i>	<i>\$50.00 per hour</i>
<i>Not to exceed</i>	<i>\$49,999.00</i>
<i>Comprehensive Media Search Report</i>	<i>\$500.00</i>
<i>Background Investigation</i>	<i>\$300.00</i>
<i>Mileage/Temporary Housing</i>	<i>TBD*</i>
<i>Travel expenses for in-person interviews, if needed</i>	<i>TBD</i>
<i>Per diem for in-person interview, if needed</i>	<i>\$10 breakfast, \$15 lunch, \$25 dinner</i>

**Mileage will be billed at the Standard Mileage Reimbursement Rate established by the IRS. City will provide temporary housing or a housing stipend, if necessary.*

Confidentiality Agreement. The Interim Finance Director will perform services for City which may require City to disclose confidential and proprietary information to Interim Finance Director or which may require City to grant authorization to the Interim Finance Director to make financial and legal transactions on behalf of the City. Confidential information includes, but is not limited to, any information of any kind, nature, or description concerning any matters affecting or relating to Interim Finance Director's services for City, the business or operations of City, and/or the products, projects, drawings, plans, processes, or other data of City. Financial and legal information includes, but is not limited to, financial institution wire transfers, deposits, withdrawals, cash handling, investment handling, real property transactions, or other financial or legal transactions of City. The Interim Finance Director, through his/her contract with SGR agrees:

- To hold any and all confidential information received from City in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- Not to disclose or divulge, either directly or indirectly, the confidential information to others unless first authorized to do so in writing by City. For financial and legal transactions, Interim Finance Director must receive authorization from City verbally and in writing, other than by email, and Interim Finance Director shall maintain reasonable data security controls to protect Interim Finance Director and City from social engineering attacks.
- Not to reproduce the confidential information, nor use this information commercially, or for any purpose other than the performance of his/her duties for City.
- That upon request or upon termination of his/her relationship with City, deliver to City, any drawings, notes, documents, equipment, and materials received from City or originating from his/her activities for City.
- That City shall have the sole right to determine the treatment of any information that is part or project specific received from Interim Finance Director, including the right to keep the same as confidential and proprietary.

Indemnification. To the extent it may be permitted to do so by applicable law, City does hereby agree to

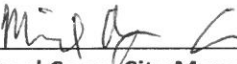
defend, hold harmless, and indemnify the designated Interim Finance Director, SGR, and all officers, employees, and contractors of SGR, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity for the City as an independent contractor and as Interim Finance Director, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Finance Director as an independent contractor of City acting within the course and scope of the Interim Finance Director's engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Finance Director committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City or SGR. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Finance Director's legal counsel shall be with the mutual agreement of the Interim Finance Director and City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim Finance Director's right to agree to legal counsel provided for him/her will depend on the terms of the applicable insurance contract. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Interim Finance Director's engagement with City.

Venue. The venue for any disputes shall reside in Brazoria County, Texas.

Applicable law. This agreement shall be governed by the laws of the State of Texas.

This agreement represents the full and complete agreement between Strategic Government Resources and the City of Richwood, Texas, and supersedes any and all prior written or verbal agreements. This agreement may be modified or amended only by a written instrument signed by the parties.

Approved and Agreed to, this the 20 day of May, 2019, by and between Strategic Government Resources and the City of Richwood, Texas.


Michael Coon, City Manager
City of Richwood, Texas


Melissa Valentine, Managing Director, Recruitment & Human Resources
Strategic Government Resources



City of Richwood

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

MEMORANDUM

TO: Mayor Steve Boykin
Members of Council

FROM: Lindsay Koskiniemi, Interim City Manager

DATE: SEPTEMBER 18, 2019

RE: Professional Appraisal of 215 Halbert Street

On September 10, 2019, William Coleman, SRA (license number 1360034) gave a professional appraisal of 215 Halbert Street, a property owned by the City of Richwood. Mr. Coleman's opinion of the property value is \$30,000, and his report is attached.

Council requested the appraisal to make a determination to either sell or retain the property. City-sponsored organizations have expressed interest in using that property. The Keep Richwood Beautiful committee (KRB) wanted to use the property for a community garden or play area for community engagement. The Richwood Volunteer Fire Department (RVFD) expressed in interest in relocating the existing Freedom Park to 215 Halbert St. to use the park space for training grounds. Both of these are great ideas, in my opinion.

I have asked KRB to submit a concept for a park space with cost projections. I have also asked the fire department to provide cost estimation for relocating the monuments at Freedom Park and converting the space to a training ground.

Because there is other space available for a community garden, my preliminary thought is to use an alternate space to relocate Freedom Park and incorporate KRB's concept in the new park, sell 215 Halbert, and convert what is currently Freedom Park into a training space for RVFD. This method provides the most benefit to the City, as the City would not loose park space; and the fire department would gain the needed space for training and parking; and the city could sell 215 Halbert to a home builder, thus increasing the tax base and adding residential value to the neighborhood.

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.

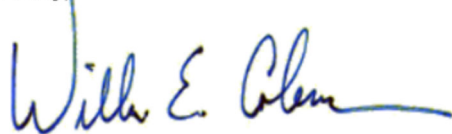
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

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, reading "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 encumbered 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 2-3 days.

LAND APPRAISAL REPORT

File No. 15277

SUBJECT	Borrower <u>N/A</u>		Census Tract <u>6637.00</u>		Map Reference <u>26420</u>			
	Property Address <u>215 Halbert St</u>		County <u>Brazoria</u>		State <u>TX</u> Zip Code <u>77531</u>			
	City <u>Richwood</u>							
	Legal Description <u>DAVIDSON SLATER PLACE (A0066 J E GROCE TR 105A)(RICHWOOD), BLOCK 12, LOT 2</u>							
NEIGHBORHOOD	Sale Price \$ <u>N/A</u>		Date of Sale <u>N/A</u>		Loan Term <u>N/A</u> yrs.			
	Property Rights Appraised ☒ Fee		☐ Leasehold		☐ De Minimis PUD			
	Actual Real Estate Taxes \$ <u>532</u>		(yr)		Loan charges to be paid by seller \$ <u>N/A</u>			
	Other sales concessions <u>N/A</u>							
	Lender/Client <u>N/A</u>		Address <u>N/A</u>					
	Occupant <u>N/A</u>		Appraiser <u>William E. Coleman</u>		Instructions to Appraiser <u>N/A</u>			
	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		<u>65%</u> One-Unit	<u> </u> % 2-4 Unit	<u> </u> % Apts.	<u> </u> % Condo	<u>10%</u> Commercial		
Land Use		<u> </u> % Industrial	<u> </u> % Vacant	<u>25% Vacant</u>				
Change in Present Land Use		☒ Not Likely		☐ Likely (*)		☐ Taking Place (*)		
Predominant Occupancy		☒ Owner		☐ Tenant		<u>100</u> % Vacant		
One-Unit Price Range		\$ <u>55</u>	to \$ <u>800</u>	Predominant Value \$ <u>225</u>				
One-Unit Age Range		<u>0</u> yrs. to	<u>80</u> yrs.	Predominant Age <u>20</u> yrs.				
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>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.</u>								
SITE	Dimensions <u>No Survey Provided</u>		= <u>17,437 sf</u>		☐ Corner Lot			
	Zoning Classification <u>C-1: Commercial</u>		Present Improvements ☒ Do		☐ Do Not Conform to Zoning Regulations			
	Highest and Best Use		☐ Present Use ☒ Other (specify) <u>Highest and best use is Residential as it is legally permissible with zoning variance.</u>					
	Public Other (Describe)		OFF SITE IMPROVEMENTS Street Access ☒ Public ☐ Private Surface <u>Concrete</u> Maintenance ☒ Public ☐ Private ☐ Storm Sewer ☒ Curb/Gutter ☐ Sidewalk ☒ Street Lights					
	Elec. ☒		Topo <u>Level</u>					
	Gas ☒		Size <u>17,437 sf</u>					
	Water ☒		Shape <u>Triangular</u>					
	San. Sewer ☒		View <u>17,437 sf / Res.</u>					
	☐ Underground Elect. & Tel.		Drainage <u>Assumed Adequate</u>					
			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) <u>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.</u>								
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	<u>215 Halbert St</u> <u>Richwood, TX 77531</u>	<u>0 Stewart</u> <u>Richwood, TX 77531</u>		<u>0 Moore</u> <u>Richwood, TX 77531</u>		<u>101 Wisteria St</u> <u>Richwood, TX 77531</u>	
	Proximity to Subject		<u>0.44 miles NE</u>		<u>0.36 miles N</u>		<u>0.64 miles N</u>	
	Sales Price	\$ <u>N/A</u>	\$ <u>1.67</u>	\$ <u>0.8</u>	\$ <u>3.59</u>			
	Price \$/Sq. Ft.	\$ <u> </u>	\$ <u>25,000</u>	\$ <u>112,000</u>	\$ <u>34,000</u>			
	Data Source(s)	<u>Brazoria CAD</u>	<u>Brazoria CAD</u>		<u>Brazoria CAD</u>		<u>Brazoria CAD</u>	
	ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
	Date of Sale/Time Adj.	<u>N/A</u>	<u>09/29/2017</u>		<u>03/10/2017</u>		<u>04/11/2016</u>	
	Location	<u>Residential</u>	<u>Residential</u>		<u>Residential</u>		<u>Residential</u>	
	Site/View	<u>17,437 sf</u>	<u>15,000 sf</u>	<u>0</u>	<u>139,827 sf</u>	<u>+0.24</u>	<u>9,466 sf</u>	<u>-0.72</u>
	Access	<u>Typical</u>	<u>Typical</u>		<u>Typical</u>		<u>Typical</u>	
	Pub. Utilities	<u>Public Utilities</u>	<u>Public Utilities</u>		<u>Public Utilities</u>		<u>Public Utilities</u>	
	Sales or Financing Concessions	<u>N/A</u>	<u>Conventional</u>		<u>Conventional</u>		<u>Cash</u>	
	Net Adj. (Total)		☐ + ☐ -	\$ <u> </u>	☒ + ☐ -	\$ <u>0.24</u>	☐ + ☒ -	\$ <u>-0.72</u>
Indicated Value of Subject		\$ <u>1.67</u>		\$ <u>1.04</u>		\$ <u>2.87</u>		
Comments on Market Data <u>Sales offered in support of the subject values are deemed the must recent and similar available. All are within close proximity and are similar.</u>								

ADDITIONAL COMPARABLE SALES

File No. 15277

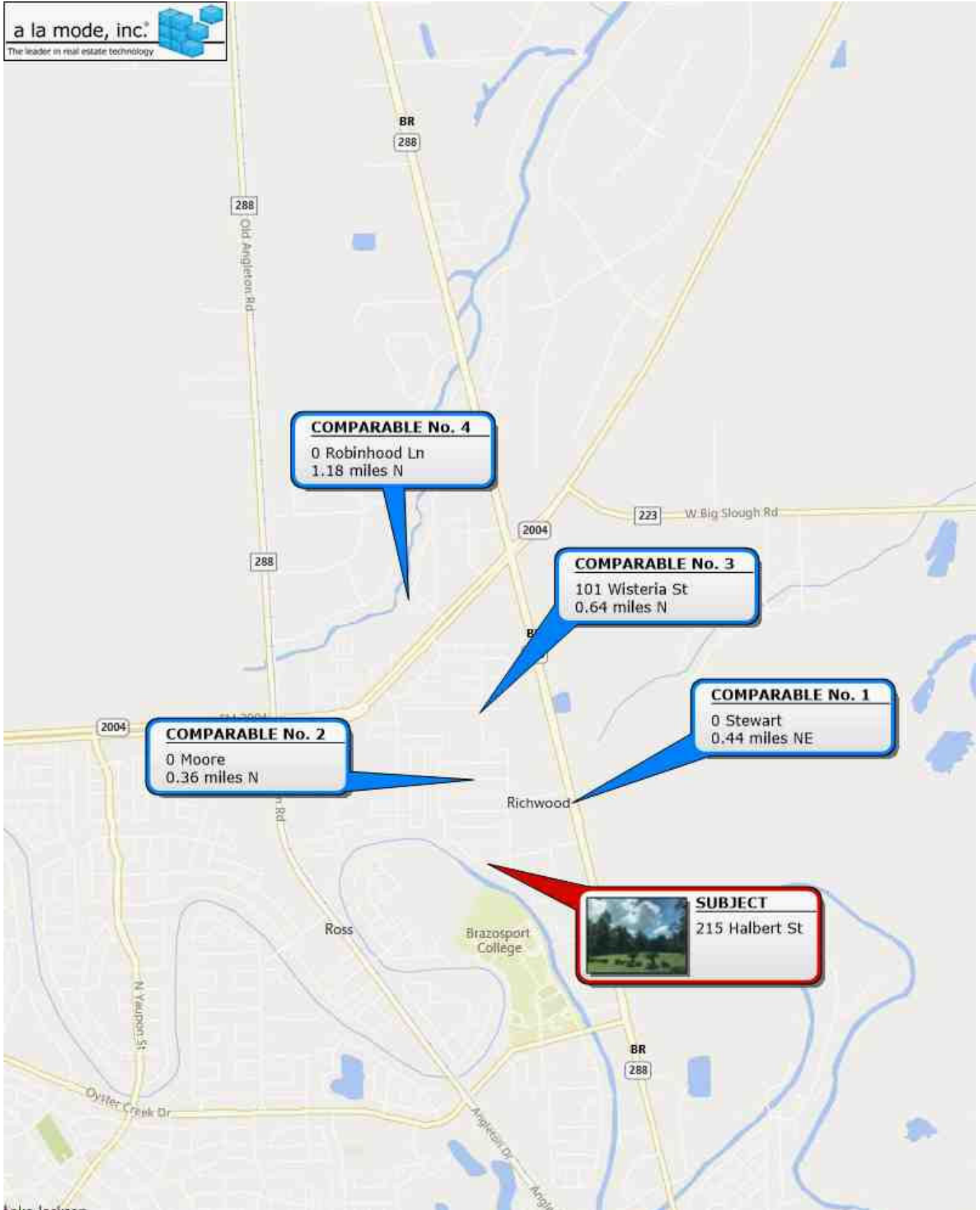
ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	215 Halbert St Richwood, TX 77531	0 Robinhood Ln Richwood, TX 77531					
Proximity to Subject		1.18 miles N					
Sales Price	\$ N/A		\$ 1.35		\$		\$
Price \$/Sq. Ft.	\$		\$ 45,000		\$		\$
Data Source(s)	Brazoria CAD	Brazoria CAD					
ITEM	DESCRIPTION	DESCRIPTION	+ (–) \$ Adjust.	DESCRIPTION	+ (–) \$ Adjust.	DESCRIPTION	+ (–) \$ Adjust.
Date of Sale/Time Adj.	N/A	01/02/2015					
Location	Residential	Waterfront	-0.27				
Site/View	17,437 sf	33,455 sf	+0.14				
Access	Typical	Typical					
Pub. Utilities	Public Utilities	Public Utilities					
Sales or Financing Concessions	N/A N/A	Cash 0					
Net Adj. (Total)		☐ + ☒ - 0.12	9999999999999999	☐ + ☐ -	\$	☐ + ☐ -	\$
Indicated Value of Subject			\$ 1.22		\$		\$

Comments on Market Data The appraiser focused on smaller tracts located in the city of Richwood.

MARKET DATA ANALYSIS

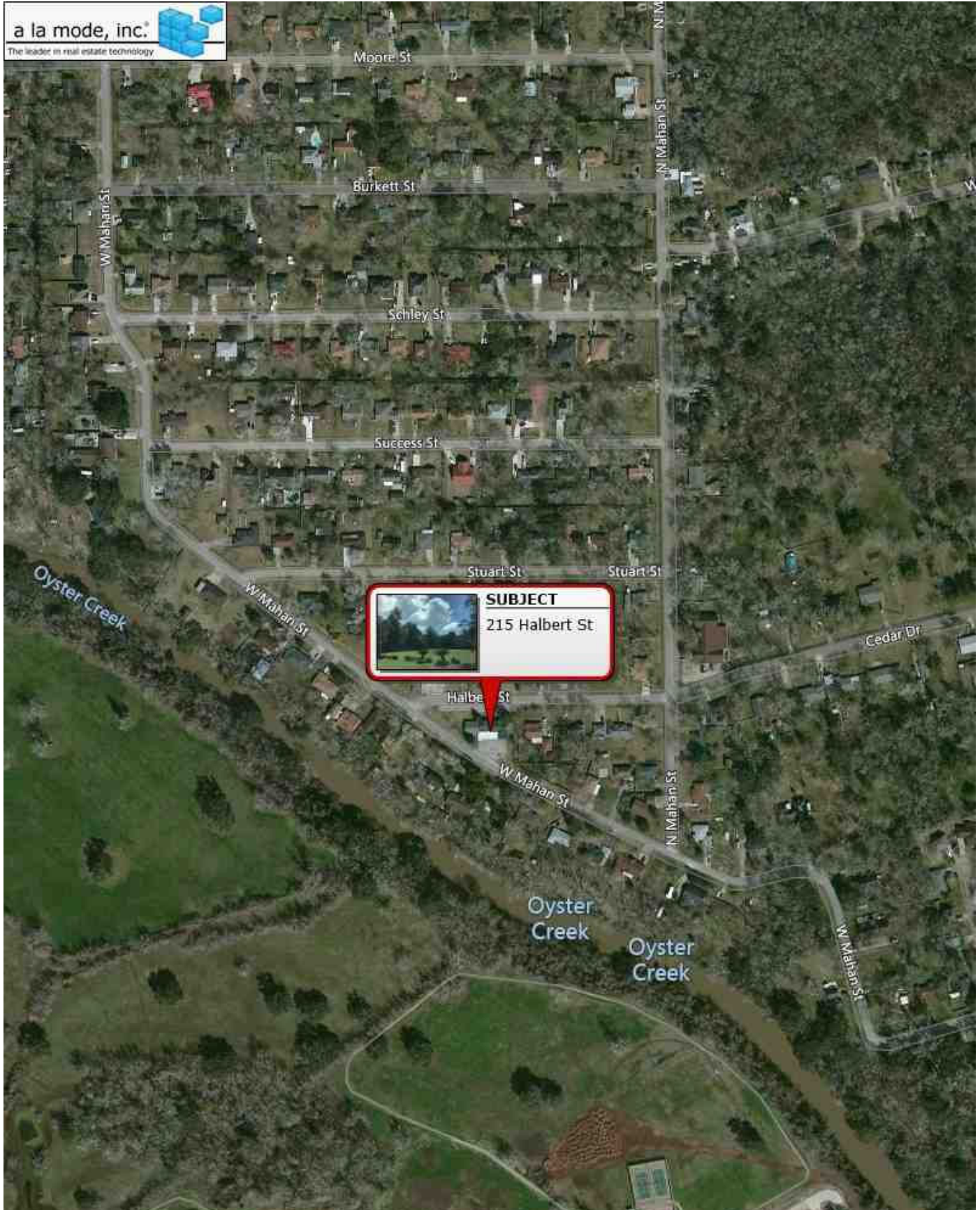
Location Map

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				

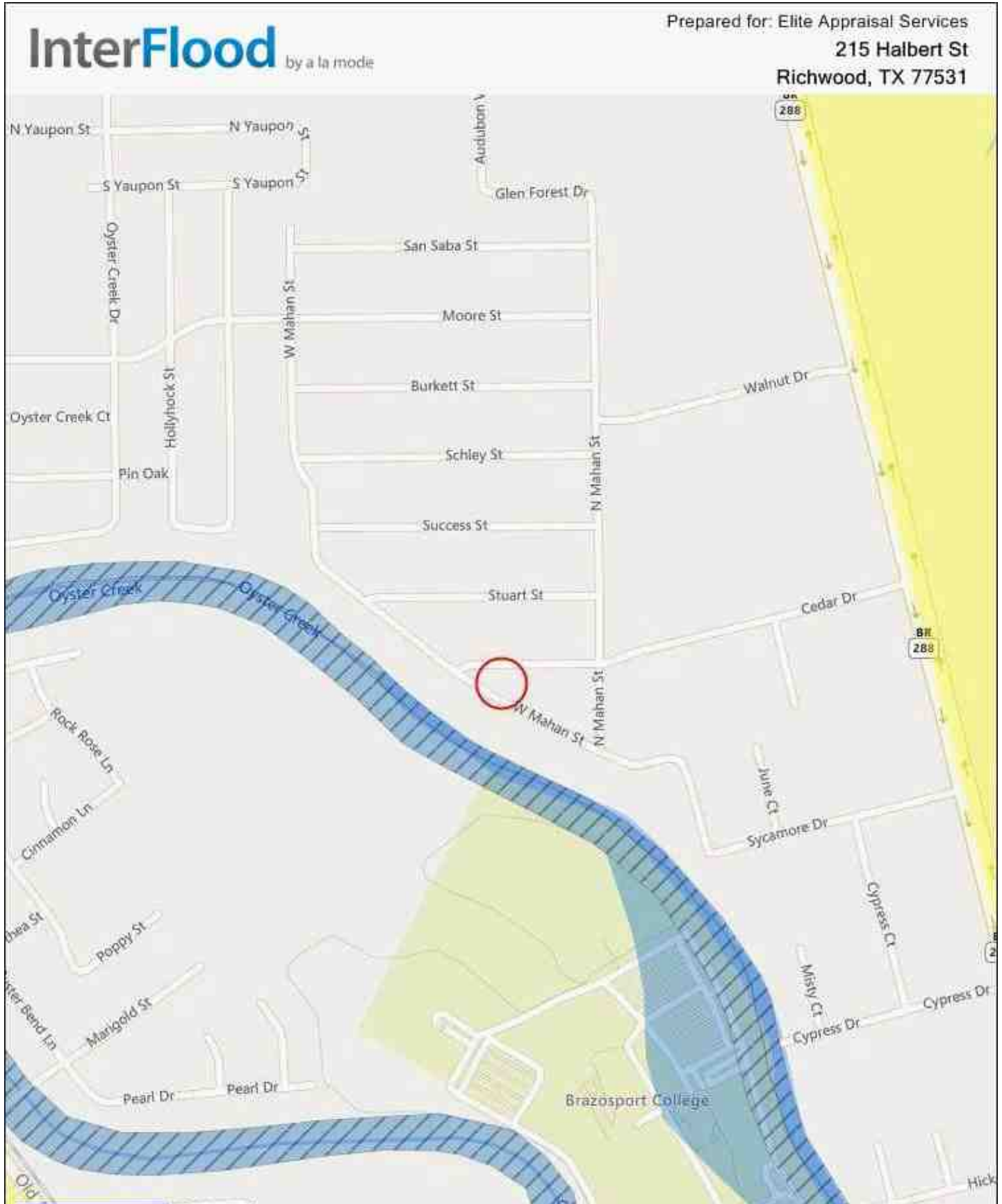


Subject Front

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).

Cert

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".

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**